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1271 N 15th Street  
Laramie, WY 82072  
307-745-3480

STATE OF WYOMING )  
COUNTY OF ALBANY )

STATE OF WYOMING 915422  
COUNTY OF ALBANY  
THIS INSTRUMENT FILED FOR  
RECORD & INDEXED

95 DEC 20 AM 9:16 BY

ANDERSON RECORDS & CO., INC.  
1000 11TH AVENUE  
COURT HOUSE BUILDING  
COURT HOUSE

**DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR LANDS SEPARATELY OWNED**

THIS DECLARATION, made on the date hereinafter set forth by Natalie V. Miller and Peter M. Miller, husband and wife, hereinafter referred to as "Declarants."

**WITNESSETH:**

WHEREAS, Declarants are the owners of certain real property situated in the County of Albany, State of Wyoming, more particularly described as:

Cloudland Ranches I, and further described as Lots 9 and 10, Section 9, Township 14 North, Range 75 West of the 6th P.M., Albany County, Wyoming.

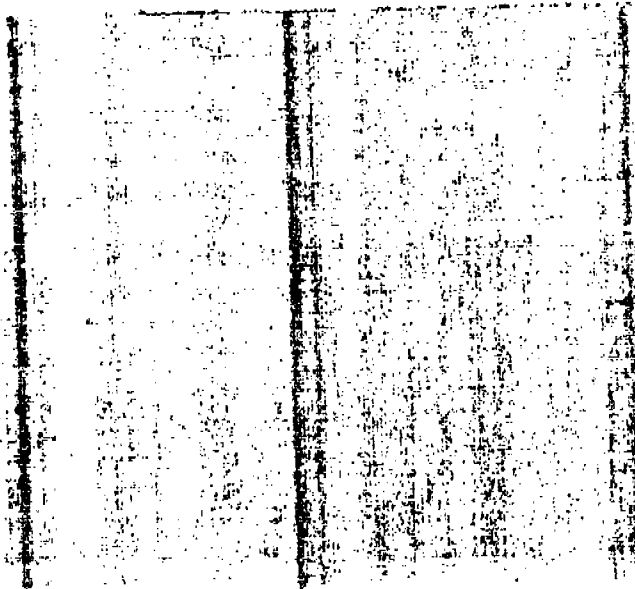
WHEREAS, Declarants desire to establish by this Declaration a plan for the ownership in fee simple of real property estates separately owned, and the co-ownership by the individual and separate owners thereof, as tenants in common, of all the remaining real property which is hereinafter defined and referred to as the Common Elements.

NOW, THEREFORE, Declarant does hereby publish and declare that the lands and improvements constructed and located thereon, are hereby subject to use and ownership as set forth herein and the following terms, covenants, conditions, easements, and restrictions, uses, limitations, and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarants, their successors and assigns and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, or assigns.

**ARTICLE I**

**DEFINITIONS**

- Section 1. "Declarant" shall mean and refer to its successors and assigns.
- Section 2. "Tracts" means individually owned lands.
- Section 3. "Project" means the land and all buildings and other improvements located on the land, and all rights, easements, and appurtenances belonging thereto.



Section 4. "Mortgagee" means any person or other entity of any successor to the interest of such person or entity, named as the Mortgagee, trust beneficiary, or creditor under any recorded mortgage, deed of trust, or other security instrument by which a Tract or any part thereof is encumbered.

Section 5. "Map" means the plat, consisting of a map of the land, a legal description thereof, locations of boundaries of each unit, unit identification numbers together with such other information as may be included thereon in the discretion of the Declarant.

Section 6. "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more tracts by excluding, however, any such person having an interest therein merely as a mortgagee (unless such mortgagee has acquired fee simple title interest therein pursuant to foreclosure or any proceedings in lieu thereof).

ARTICLE II

PLAT

A. The plat of the land and of the easements thereon shall be filed for record in the office of the Albany County Clerk and Ex-Officio Register of Deeds of Albany County, Wyoming. The plat shall be filed for record prior to the conveyance of any Unit to a purchaser. The plat shall depict and show the legal description of the land and measurement thereof.

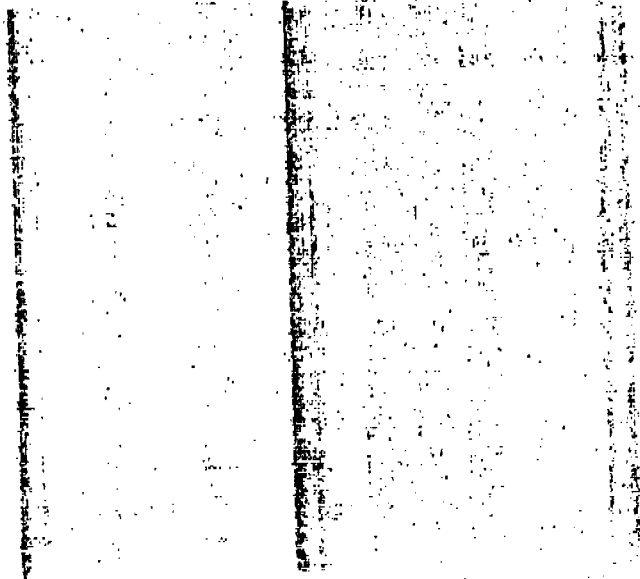
B. Declarant reserves the right to amend the plat from time to time to conform the same according to the actual location of the constructed improvements and to establish, vacate, and replace utility easements, access road easements, and parking areas.

ARTICLE III

DESCRIPTION OF TRACT

A. After this Declaration has been recorded in the Office of the County Clerk and Ex-Officio Register of Deeds, of Albany County, Wyoming, every contract, deed, lease, mortgage, trust deed, will or other instrument shall legally describe a Tract as follows:

Tract No. \_\_\_\_\_, in accordance with the Declaration recorded on \_\_\_\_\_, 19\_\_\_\_, in Book \_\_\_\_\_ at Page \_\_\_\_\_ and Map recorded on \_\_\_\_\_, 19\_\_\_\_, in Book \_\_\_\_\_ at \_\_\_\_\_



B. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect the Tract and all other appurtenant properties and property rights, and incorporate all of the rights and burdens incident to ownership of a Tract and all of the limitations thereon as described in this Declaration.

ARTICLE IV

NATURE OF OWNERSHIP

A. Division. The real property shall be submitted to individual ownership, including the improvements thereon, is hereby divided into fee simple estates. Each such estate shall consist of a separately designated Tract. Title to each Tract is hereby made subject to the terms and conditions hereof, which shall bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquired his Tract.

B. Taxation. Declarants shall give written notice to the Assessor of Albany County, Wyoming, of the creation of ownership of the Project, as is provided by law, so that each Tract shall be deemed separate parcels and subject to separate assessment and taxation.

C. Owning Entity. A Tract may be held and owned by more than one (1) person or entity as joint tenants or as tenants in common or in any other form of ownership recognized under the laws of the State of Wyoming.

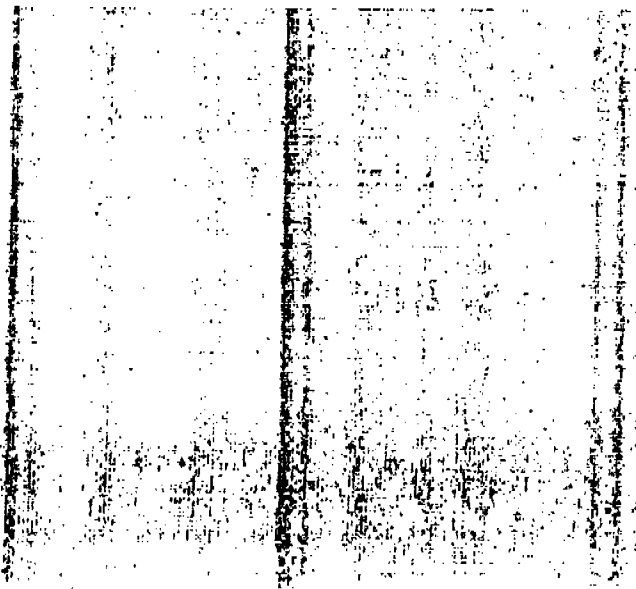
D. Inseparability. No part of a Tract or of the legal rights comprising ownership thereof may be separated from any other part thereof during the period of ownership prescribed herein, so that each Tract must be conveyed, rented or encumbered only as a constituent Tract.

E. Partition. Neither an Owner, a Group of Owners nor the Association shall have the right to combine, divide, or partition any Tract or Tracts, and in taking title to any Tract the Owner thereof shall be deemed to have waived any and all rights to combine, divide, or partition. A violation of the provisions of this Section shall entitle the Declarant to personally collect, jointly and severally, from the parties' violation the same, attorney's fees, costs and other damages the Declarant incurs in connection therewith.

ARTICLE V

EASEMENTS

A. Easements. Roadways within the Project are private roadways for the use of the individual Owners of the Tracts, and the guests and agents of the Owners with the following exception. The Declarants, and their successors and assigns, and public agencies and utilities shall have the right to use the roads within the Project to reach public and private lands adjacent to the Project. Declarants reserve the right of ingress and egress for the purpose of erecting, repairing and maintaining fences and irrigation ditches, the use of which is appurtenant to Declarants



other properties in that area.

B. Prohibitions. No operation or activity shall be permitted by an Owner or another within or upon any portion on the Project which will violate the provisions of any applicable statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body or any applicable protective restrictions and covenants. No damage to or waste of the Tract or any part thereof shall be committed by an Owner or any invitees of any Owner and each Owner shall indemnify and hold the Declarant and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees.

ARTICLE VI

USE, CONSTRUCTION AND MAINTENANCE  
COVENANTS AND RESTRICTIONS

A. Residential Use. The real property hereinabove described, is hereby restricted in use for residential purposes only, and neither the premises nor any improvements thereon shall be used for any commercial, industrial, public, illegal or immoral purpose or purposes, and no public nuisance shall be maintained or permitted to exist thereon; provided however, that any person who practices a profession such as doctor, lawyer, architect, engineer or such other similar occupation, may maintain as an integral part of the physical residence, an office which may not be his principal office.

B. Construction. Only new construction or alteration of existing construction shall be permitted. If a garage is attached to a house, it is not considered to be an accessory building. All construction is to be performed on site and the use of prefabricated housing will not be permitted. All buildings shall be appropriate in character, design and architecture for the area. No building shall be erected, altered, placed or permitted to remain on any part of the property hereinabove described, other than one detached single family dwelling and a private garage, and two (2) buildings, 5000 square feet each, incident to residential use may be permitted. All construction and alteration shall comply with the provisions of the following standard codes or their official amendments:

Uniform Building Code, current edition, International Conference of Building Officials.

National Plumbing Code, current edition.

National Electrical Code, current edition.

National Fire Protective Association, International.

and with such State of Wyoming and Albany County building and safety codes as may be applicable. Variances from the terms of such codes in substitution of applicable codes may be made only with the consent of the Declarant.

C. Subdivision. No portion of the above-described real property shall be further subdivided.

D. Utilities. All utilities and service lines shall be underground inside the Tract property boundaries. Propane as a heating or cooking fuel will be allowed on the premises.

E. Waste Disposal. Each lot shall construct an individual septic system in accordance with Albany County Regulations and Department of Environmental Quality standards. Solid wastes shall be disposed of by the Owner. Trash, garbage or other wastes shall be kept within the buildings and no part of the premises shall be used as a dumping grounds or for the accumulation of litter, trash, junk or garbage.

F. Water System. Each structure designed for occupancy or use by human beings shall be connected to a private well provided by the Owner.

G. Excavation and Mining. No excavation of any kind including that for stone, sand, gravel or earth shall be made on any portion of the above-described real property, except for such excavation as may be necessary in connecting with the erection of an improvement thereon. No oil drilling, oil development operations, quarrying, or mining operations of any kind shall be permitted upon said premises.

H. Continuity of Construction. All structures commenced shall be prosecuted diligently to completion and shall be completed within 18 months of commencement. If the construction progress is slowed or interrupted, the construction site shall be cleaned up into a neat, orderly and safe place.

J. Architectural Control, Design and Construction. No structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the locations of the structure on the site have been approved by the Declarant. In general all structures shall blend in with the surrounding environment in color, texture and architectural design. Specific requirements are as follows:

1. Maximum height shall be thirty (30) feet.
2. All exterior surfaces are to be earth tone colors and of natural materials, specifically wood or stone. Plain plywood will not be acceptable as an exterior siding.
3. Roof surfaces are to be wooden shingles or shakes, asphalt shingles, or metal roofing with a baked-on enamel finish, dark in color.
4. Minimum square footage of the foundation of the closed living area on at least one level shall be 1,000 square feet.

K. Improvement Location. No improvement shall be constructed closer to any property line or easement line than a distance of one hundred (100) feet. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of such improvement. Consideration shall be given to place structures so as not to disrupt the view of other Owners and to provide continuity with the natural surroundings.

L. Nuisance. No noxious or offensive activities shall be carried

on upon any part of the property subject to these covenants. Nor shall anything be done, tolerated or suffered thereon which may become annoyance or nuisance to other property owners on the land subject to these covenants.

**M. Temporary Residences.** No construction trailer, basement, garage, or other out-building erected on said real property for construction purposes shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Temporary structures will be removed upon completion of construction. Mobile homes shall not be used as temporary or permanent residences at any time.

The foregoing prohibition shall not extend to motor homes occupied during construction periods. The maximum period of parking time shall be six non-winter months.

**N. Signs.** No signs of any kind or character shall be displayed to the public view on any of the property hereinabove described, except:

- (1) A sign advertising the premises for sale or rent, or open for inspection, which sign shall not exceed a surface area of six square feet.
- (2) A sign identifying the owner or occupant of a residence situated upon said premises, which sign shall not have a surface area exceeding two square feet.
- (3) Any light used to illuminate signs, parking areas or for any other purpose shall be so arranged as to reflect the light away from the nearest residence and away from the vision of passing motorists.

**O. Animals.** No cattle, pigs, sheep, poultry, goats, or other animals shall be raised, bred or kept on any lot except household pets and a maximum of two (2) horses, provided these pets shall not be allowed to run at large and must be under control and accompanied by the owner when unleashed. Horses must be fenced in.

**P. Water and Ditch Rights.** Each lot is subject to the law, privileges, responsibilities and rules and regulations governing water rights within the State of Wyoming. Owner acknowledges and accepts that although there exist water rights appurtenant to each tract, there is no actual water flow available to said tracts.

**Q. Vehicles and Machinery.** No vehicles, machinery, equipment, motor homes, all-terrain vehicles or snow machines, except for construction purposes, shall be stored anywhere in the Project unless enclosed in a garage. Private vehicles, used on a daily basis and a maximum of one (1) horse trailer do not need to be stored in a garage.

**R. Preservation of Lands and Scenery.** Re-vegetation of disturbed areas is required and no clear cutting of vegetation is allowed except house sites, access to sites, and utility easements. No refuse pile or unsightly accumulations or objects shall be allowed to be placed or to remain anywhere on the Project. In the event that any owner of any Tract shall fail or refuse to keep such premises free from the above-mentioned, then the Declarant may

enter upon such lands and remove the same at the expense of the Owner and such entry shall not be deemed a trespass and in the event of such a removal a lien shall arise and be created in favor of the Declarant and against such Tract for the full amount chargeable to such Tract and such amount shall be due and payable within 30 days after the owner is billed therefor.

**S. Invitees or Leasees.** Invitees or leasees of the Owner will be expected to uphold this document and it will be the responsibility of the Owner to inform invitees or leasees of the rules and regulations and enforce the rules and regulations outlined by this document. The use of a motor home by the guests of an owner shall be restricted to a period not exceeding twenty-one (21) days. No other temporary housing will be allowed.

**T. Architectural Control Committee.** The Declarant's approval or disapproval as required generally and specifically with reference to this section shall be in writing. The Declarant, or its designated representative, shall give its approval or disapproval within 30 days after receiving the required documents as specified in Article VI, Section J.. Approval of architectural designs and site plans that comply with all sections under Article VI will not be unreasonably withheld.

**U. Variance.** The Declarant shall have full power and authority to grant a variance from these covenants for good cause shown in order to prevent undue hardship on any property owner subject to the covenants. The variance, if granted, shall not violate the overall theme and appearance of the area.

#### ARTICLE VII

##### GENERAL PROVISIONS

**A. Enforcement.** The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**B. Severability.** Invalidation of any one of these covenants or restrictions by judgment of court order shall in no way affect any other provisions which shall remain in full force and effect.

**C. Revocation.** The Declaration shall not be completely revoked unless the Declarant and all of the Owners and all of the Mortgagees unanimously consent and agree to such revocation by instrument(s) duly recorded.

**D. Binding Effect.** The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

**E. Conflicts.** In the event there shall be any conflict between the provisions of this Declaration and any Zoning Laws of Albany County, the more restrictive of the two shall be deemed controlling.



F. Amendment. An amendment to these covenants may be made by one hundred percent (100%) of the lot ownership together with the Declarant's written agreement.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_\_.

By: Natalie V. Miller  
Natalie V. Miller, Declarant

Peter M. Miller  
Peter M. Miller, Declarant

STATE OF WYOMING }  
COUNTY OF ALBANY } ss.

The foregoing was acknowledged before me by the Declarant, Natalie V. Miller on this 20 day of December, 1995.

Witness my hand and official seal.

Mary Lynn Fritzen  
Notary Public

My Commission Expires: Jan 30, 1999



STATE OF WYOMING }  
COUNTY OF ALBANY } ss.

The foregoing was acknowledged before me by the Declarant, Peter M. Miller on this 20 day of December, 1995.

Witness my hand and official seal.

Mary Lynn Fritzen  
Notary Public

My Commission Expires: Jan 30, 1999



COUNTY OF ALBANY  
THIS INSTRUMENT FILED FOR  
RECORD & FULLY ENDORSED

96 JUN 20 PM 2:30

STATE OF WYOMING )  
 ) ss.  
COUNTY OF ALBANY )

ALSO RECORDED IN THE  
MICROFILM RECORDS  
JACQUE R. GONZALES  
COUNTY CLERK

**AMENDMENT TO DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR  
LANDS SEPARATELY OWNED**

This instrument is being recorded to amend those certain covenants recorded December 20, 1995 in Book 483, page 856.

Article VI, A., provides for a change in the residential use of the property and is hereby amended to read "Residential and Commercial Use: The real property hereinabove described is hereby restricted in use for residential and limited commercial purposes only. Neither the premises nor any improvements thereon shall be used for any industrial, illegal or immoral purpose or purposes, and no public nuisance shall be maintained or permitted to exist thereon; provided however, that any person who practices a profession such as doctor, lawyer, architect, engineer, realtor or such other similar occupation, may maintain as an integral part of the physical residence, an office, which may be his principal office. Other permissible commercial uses include, but are not limited to, home day care, horse shoeing, horse showing, and certain types of agricultural uses."

Article VI, B., provides for a change in the construction and is hereby amended to read "Construction: Only new construction or alteration of existing construction shall be permitted. No mobile homes will be allowed. If prefabricated housing is to be used, such structure shall be at least 1,000 square feet on the ground floor area, have at least a 4/12 roof pitch, be at least 24 feet in width and placed on a permanent foundation. All construction and alteration shall comply with the provisions of the following standard codes or their official amendments:

Uniform Building Code, current edition, International Conference of Building Officials.

National Plumbing Code, current edition.

National Electrical Code, current edition.

National Fire Protective Association, International.

and with such State of Wyoming and Albany County building and safety codes as may be applicable. Variances from the terms of such codes in substitution of applicable codes may be made only with the consent of the Declarant.

Article VI, D., provides that the utility section be deleted in its entirety.

Article VI, J., provides that natural materials, specifically

X

wood or stone has been deleted. The remaining terms, conditions and provisions in Article VI, J shall remain unchanged.

Article VI, N., provides that the Signs section be deleted in its entirety.

Article VI, O., provides that the Animals section be deleted in its entirety.

Article VI, Q., provides that the Vehicles and Machinery section be deleted in its entirety.

Article VI, S., provides for a change on the restriction on the use of a motor home by a guest and is hereby amended to delete the use of a motor home by the guests of an owner shall be restricted to a period not exceeding twenty one (21) days. No other temporary housing will be allowed. The remaining terms, conditions and provisions in Article VI, S shall remain unchanged.

The undersigned, being a majority of the owners of the lots in Cloudland Ranches, and the Declarants hereby consent to, agree and affirm the above changes in the hereinbefore mentioned covenants.

WITNESS our hands this 19<sup>th</sup> day of June, 1996.

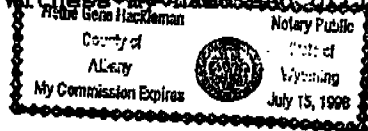
Natalie V. Miller  
Natalie V. Miller, Declarant

Peter M. Miller  
Peter M. Miller, Declarant

STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF ALBANY    )

The foregoing was acknowledged before me by the Declarant, Natalie V. Miller on this 19<sup>th</sup> day of June, 1996.

Witness my hand and official seal.



Notte Gene Hackleman  
Notary Public

My Commission Expires: 7-15-98

STATE OF WYOMING )  
 ) ss.  
COUNTY OF ALBANY )

The foregoing was acknowledged before me by the Declarant,  
Peter M. Miller on this 19th day of June, 1996.

Witness my hand and official seal.

Notary Public  
Nette Gene Hackleman  
County of Albany  
State of Wyoming  
My Commission Expires July 15, 1998



Nette Gene Hackleman  
Notary Public

My Commission Expires: 7-15-98