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PROTECTIVE COVENANTS

PART A Preamble

On this 24 day of November 1978, PULTE HOME CORPORATION  
a Delaware Corporation, owner of the following described property,

to-wit: Block 4, lots 30-34 and 39-43 inclusive  
Block 6, lots 1 - 4 inclusive  
Coughlin-Pole Mountain 2nd Addition to the City of Laramie, Albany  
County, Wyoming

hereby state that the purpose of the restrictions that hereinafter follow  
is to insure the use of the property for attractive residential purposes  
only, to prevent nuisances, to prevent the impairment of the attractive-  
ness of the property, to maintain the desired tone of the community, and  
thereby to secure to each site owner the full benefit and enjoyment of his  
home, with no greater restrictions upon the free and undisturbed use of his  
site than is necessary to insure the same advantages to the other site owners.  
Anything tending to detract from the attractiveness and value of the property  
for residence purposes will not be permitted.

PART B Area of Application

The protective covenants hereinafter described in Part C in their  
entirety shall apply to:

Block 4, lots 30-34 and 39-43 inclusive  
Block 6, lots 1 through 4 inclusive  
Coughlin-Pole Mountain 2nd Addition to the City of Laramie, Albany  
County, Wyoming

PART C Residential Area Protective Covenants

NATURE AND DURATION

These covenants are to run with the land and shall be binding on all  
parties and all persons claiming under owner for a period of twenty-five  
(25) years from the date these covenants are recorded, after which time said  
covenants shall be automatically extended for successive periods of ten (10)  
years unless an instrument signed by a majority of the then owners of the lots  
has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages. In the event such suit is necessary, the party found to be violating those covenants shall pay all costs of said suit including a reasonable attorney's fee.

SEVERABILITY

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

NON-ENFORCEMENT

Failure by the present owner, the architectural control committee, or any land owner in the subdivision described herein to enforce any restrictions, conditions, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.

ARCHITECTURAL CONTROL COMMITTEE

1. Membership. The Architectural Control Committee is composed of: Bin Chang, Ted Gertsch and Per E. Lindholm (or another representative of Pulte Home Corporation). At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties, provided, however, that Pulte shall not do so without Bin Chang's prior approval.

2. Architectural Control.

A. The Architectural Control Committee shall review the construction plans and specifications and the construction work of other builders to determine conformance with its architectural standards. No construction work shall commence until a final determination as to conformance of plans and specifications is made in writing. Harmony of external design with existing structures, location with respect to topography and finished grade elevation, and alterations to dwellings shall be covered by the procedures in Paragraph B of this Architectural Control Covenant.

B. Except as to initial approval for quality of construction plans and specifications for dwellings, which shall be according to Paragraph A of this covenant, no building or other structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the fence or wall have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval or disapproval as required in these covenants shall be in writing.

#### LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars. The architectural control committee may approve small storage buildings designed to house lawnmowers, snowblowers, and gardening tools and supplies, and private garages for more than two cars.

#### DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a cost of less than \$25,000 (exclusive of land costs) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the permitted dwelling size. The floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a ranch-style house, nor less than 1350 square feet for a tri-level or bi-level style house, nor less than 1700 square feet for a two story house.

BUILDING LOCATION

1. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback indicated on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line.

2. No building shall be located nearer than five (5) feet to an interior lot line, except that no side yard shall be required for small storage buildings designed to house lawnmowers and gardening tools and supplies if so approved by the architectural control committee. No dwelling shall be located on any lot nearer than five (5) feet to the rear lot line.

3. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any such items or portions of a building on a lot to encroach upon another lot.

LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having an area of less than 7,000 square feet.

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction and flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

NUISANCES

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES

No structure of a temporary character, housetrailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. This covenant shall not be construed to preclude the placing on any lot of a camp trailer to be used elsewhere for recreational purposes, provided that such placement is in accordance with the other covenants in this Part C.

SIGNS

No sign of any kind shall be displayed for public view on any lot except one sign of not more than five square feet advertising and the property for sale or rent, or signs used by builder to advertise the property during the construction and sales period.

OIL AND MINING OPERATIONS

No oil or natural gas drilling, development or other operations, oil refining, quarrying, or surface, underground or in situ mining operations of any kind shall be permitted upon, in, or under any lot, nor shall oil or natural gas wells, tanks, in situ wells, tunnels, mineral excavations or shafts be permitted upon, in, or under any lot. No derrick or other structure designed for use in boring for oil, natural gas, coal or other minerals shall be erected, retained, or permitted upon any lot.

LIVESTOCK AND POULTRY

No bees or other insects, animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

GARBAGE OR REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for debris or rubbish. Trash, garbage or other waste shall not be kept except in closed sanitary containers. No incinerators shall be kept or maintained on the premises.

SITE DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs the site lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines.

PULTE HOME CORPORATION

By: Robert A. Lea  
Robert A. Lea, Attorney-in-Fact

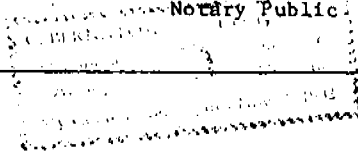
STATE OF WYOMING)  
                          ) SS  
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me this 27 day of Nov, 1978 Robert A. Lea, Attorney-in-Fact of Pulte Home Corporation and that he acknowledged that he executed the within instrument with proper authorization from the Pulte Home Corporation.

Witness my hand and official seal

P. Seaman  
Notary Public

My Commission expires: \_\_\_\_\_



PROTECTIVE COVENANTS

Part A Preamble

On this 1st Day of August 1979, PULTE HOME CORPORATION  
a Delaware Corporation, owner of the following described property,

to wit: Block 4, lots 27-29 inclusive ✓  
Block 5, lots 1-3 and 19-23 inclusive ✓  
Block 6, lots 5-16 inclusive ✓  
Block 7, lots 1-6 and 17-20 inclusive ✓  
Coughlin-Pole Mountain 2nd Addition to the City of Laramie,  
Albany County, Wyoming.

hereby state that the purpose of the restrictions that hereinafter follow is to  
insure the use of the property for attractive residential purposes only, to prevent  
nuisances, to prevent the impairment of the attractiveness of the property, to  
maintain the desired tone of the community, and to thereby secure to each site  
owner the full benefit and enjoyment of his home, with no greater restrictions upon  
the free and undisturbed use of his site than is necessary to insure the same advant-  
ages to the other site owners. Anything tending to detract from the attractiveness  
and value of the property for residential purposes will not be permitted.

Part B Area of Application

The protective covenants hereinafter described in Part C in their entirety  
shall apply to:

Block 4, lots 27-29 inclusive  
Block 5, lots 1-3 and 19-23 inclusive  
Block 6, lots 5-16 inclusive  
Block 7, lots 1-6 and 17-20 inclusive  
Coughlin-Pole Mountain 2nd Addition to the City of Laramie,  
Albany County, Wyoming.

Part C Residential Area Protective Covenants

NATURE AND DURATION

These covenants are to run with the land and shall be binding on all parties  
and on all persons claiming under owner for a period of twenty-five (25) years from  
the date these covenants are recorded, after which time said covenants shall be  
automatically extended for successive periods of ten (10) years unless an instrument  
signed by a majority of the then owners of the lots has been recorded, agreeing to  
change said covenants in whole or in part.



ENFORCEMENT

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages. In the event such a suit is necessary, the party found to be violating those covenants shall pay all costs of said suit including a reasonable attorney's fee.

SEVERABILITY

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

NON-ENFORCEMENT

Failure by the present owner, the Architectural Control Committee, or any land owner in the subdivision described herein to enforce any restrictions, conditions, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.

ARCHITECTURAL CONTROL COMMITTEE

1. Membership. The Architectural Control Committee is composed of: Bin Chang, Ted Gertsch and Per E. Lindholm (or any other representative of Pulte Home Corporation). At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to any of its powers and duties, provided however, that Pulte shall not do so without Bin Chang's prior approval.

2. Architectural Control.

A. The Architectural Control Committee shall review the construction plans and specifications and the construction work of other builders to determine conformance with its architectural standards. No construction work shall commence until final determination as to conformance of plans and specifications is made in writing. Harmony of external design with existing structures, location with respect to topography and finished grade elevation, and alterations to dwellings shall be covered by the procedures in paragraph B of this Architectural Control Covenant.

B. Except as to initial approval for quality of construction plans and specifications for dwellings, which shall be according to paragraph A of this covenant, no building or other structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the fence or wall have been approved by the Architectural Control Committee as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval or disapproval as required in these covenants shall be in writing.

#### LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, placed, altered, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars. The Architectural Control Committee may approve small storage buildings designed to house lawnmowers, snowblowers, and gardening tools and supplies, and private garages for more than two cars.

#### DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a cost of less than \$25,000 (exclusive of land costs) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the permitted dwelling size. The floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a ranch style house, no less than 1350 square feet for a tri-level or a bi-level style house, no less than 1700 square feet for a two-story house.

TEMPORARY STRUCTURES

No structure of a temporary character, housetrailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. This covenant shall not be construed to preclude the placing on any lot of a camp trailer to be used elsewhere for recreational purposes, providing that such placement is in accordance with the other covenants in this Part C.

SIGNS

No sign of any kind shall be displayed for public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

OIL AND MINING OPERATIONS

No oil or natural gas drilling, development, or other operations, oil refining, quarrying or surface, underground or in situ mining operations of any kind shall be permitted upon, in or under any lot. No derrick or other structure designed for use in boring for oil, natural gas, coal, or other minerals shall be erected, retained, or permitted upon any lot.

LIVESTOCK AND POULTRY

No bees or other insects, animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

GARBAGE OR REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for debris or rubbish. Trash, garbage or other waste shall not be kept except in closed sanitary containers. No incinerators shall be kept or maintained on the premises.

SITE DISTANCE AT INTERSECTIONS

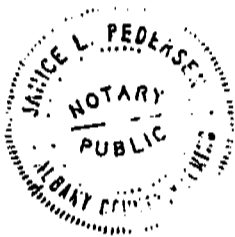
. No fence, wall, hedge or shrub planting which obstructs the site lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines.

PULTE HOME CORPORATION

BY: *Robert A. Lea*  
Robert A. Lea, Attorney-in-Fact

STATE OF WYOMING)  
                              ) SS  
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of August, 1979 Robert A. Lea, Attorney-in-Fact of Pulte home Corporation and that he acknowledged that he executed the within instrument with proper authorization from the Pulte Home Corporation.



Witness my hand and official seal

*Janice L. Pedersen*  
Notary Public

My commission expires: 1-3-83

DECLARATION OF PROTECTIVE COVENANTS

THE UNDERSIGNED, GRANDVIEW ESTATES, INC., a Wyoming Corporation,

being the owner in fee simple of Lot 18 Block Eleven, Lot 1 Block Thirteen, Lots 8-14 Block Nine, Lots 8-14 Block Ten, Lots 1-7 Block Fourteen and Lots 1-7 Block Fifteen, all in the Coughlin Pole Mountain 2nd Addition to the City of Laramie, Albany County, Wyoming, does hereby make this declaration of protective covenants applicable to all of said described property.

1. AREA. These restrictions shall apply to and be for the benefit only of the above described parcel.
2. LAND USE AND BUILDING TYPE. All property covered by these restrictions shall be used for family dwelling purposes only and no more than one family dwelling shall be permitted on any parcel described in a single deed. This provision shall not preclude use of any of the property by the developer or the agent or assign of the developer for use as a model or show home.
3. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design, including color, with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in paragraph 15, below.
4. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$45,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated in the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story.

5. BUILDING LOCATION.

- a. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 12 feet to any side street line, except that on all lots abutting Reynolds and 23rd Street (collector and arterial streets) no building shall be located nearer than 12 and 25 feet respectively to the street property lines of said streets.
- b. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 20 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 7 feet to the rear lot line.
- c. For the purposes of this covenant, eaves, steps, awnings, porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES. No structure of a temporary character trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
10. OIL AND MINING OPERATIONS. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner not within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee is composed of Larry Romsa, W. Paul Greaser and Kerry J. Greaser.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

15. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

16. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

18. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.





*Patrick W. Walden*  
Secretary

GRANDVIEW ESTATES, INC., a Wyoming Corporation

BY: *James L. Ramsa*  
President

STATE OF WYOMING )  
                          ) SS.  
COUNTY OF ALBANY )

The foregoing instrument was acknowledged before me by James L. Ramsa of GRANDVIEW ESTATES, INC., a Wyoming Corporation, his only day of June, 1981.

Witness my hand and official seal.

*Susan K. Hardin*  
Notary Public

My Commission Expires:

