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**OMITTING RESTRICTIONS HEREIN, IF ANY, BASED ON RACE,  
RELIGION OR NATIONAL ORIGIN**

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS  
FOR  
COUGHLIN-POLE MOUNTAIN THIRD ADDITION SIXTH FILING**

**THIS DECLARATION made this   1   day of September, 2015, by Rawstone Development Inc., a Wyoming Corporation, hereinafter referred to as "Declarant," whose address is 1267 N. 15<sup>th</sup> St, Suite 101, Laramie, Wyoming, 82072, its successors and assigns.**

**WITNESSETH:**

WHEREAS, Declarant is the owner in fee simple of that certain real property situated in the County of Albany, State of Wyoming, to wit:

The property described on Exhibit "A" attached hereto and incorporated herein by reference, and hereinafter referred to as "the Property," and or as "the Subdivision".

WHEREAS, Declarant desires to create a community for the benefit of owners, their heirs and assigns; and

WHEREAS, Declarant desires to provide for the architectural control of all improvements constructed, altered, and maintained on the Property and for control of all landscaping so as to insure the lasting beauty and harmony of the community.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, reservations, restrictions, uses, limitations, and obligations shall be deemed to run with the land situated in the County of Albany, State of Wyoming, as more fully described on Exhibit "A" attached hereto, and shall be a burden and a benefit to Owners, their transferees, assigns, heirs, and any person acquiring or owning any interest in the Property and improvements situated thereon, their grantees, successors, heirs, executors, administrators, devisees, and assigns, to wit:

**ARTICLE I - PURPOSE OF DECLARATION AND EXPANSION  
THEREOF**

1. The Property. It is the purpose and intention of Declarant expressed by its execution of this instrument, that the Property shall be developed and maintained as a highly desirable area pursuant to this Declaration. The property is located within the City of Laramie and is subject to the ordinances thereof. These covenants and restrictions will be enforced in addition to the City requirements and shall not be interpreted so as to negate or diminish the ordinances and requirements of the City of Laramie. In the event any City ordinance shall be more restrictive than is provided herein, the City ordinance shall control. Nothing herein shall be construed to require the City of Laramie to enforce any of the covenants contained herein or assume any responsibility whatever for the maintenance and control of the Common Areas.

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## ARTICLE II – DEFINITIONS

1. Architectural Control Committee. When used herein, "Committee" or "Architectural Control Committee" shall mean a three (3) member committee appointed by this Declaration in ARTICLE III for the purpose of approving or disapproving all building improvements, structures, fences, etc., and landscaping on the Property, and their successors. There may be more than one Architectural Control Committee.
2. Plans. When used in ARTICLE III of this Declaration "plans" shall mean: site plans including north arrow, lot number, street names and number, lot dimensions in scale, house and other improvements with setbacks, all paved areas, existing and future grades showing drainage pattern (must have spot elevation and contours); landscape plan including all planting beds, all trees and shrubs with identification, sod and seed locations, sizes and names of all plant materials, types of mulch and edging, completion phases and dates, and locations of fences, decks, play areas, storage areas, etc.; architectural plans including complete working drawings, specifications of all exterior materials (trim, siding, windows, doors, roof, railings, shade structures, and ornamentation), engineered foundation plan showing elevation, and exterior perspective showing the street view; and painted or stained samples of siding, trim and masonry; and such additional information as the Architectural Control Committee may require.
3. Lot. When used herein, "Lot" or "Building Site," shall mean any Lot, or portions thereof, or parcel of land, or townhouse, or condominium unit used for residential purposes or incidental thereto. Re-subdivision of lots shall create new lots as herein defined.
4. Owners. When used herein, "Owner" or "Owners" shall mean and refer to the record owners, whether one or more persons or entities owning fee simple title to any Lot which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
5. Improvements. When used herein, "Improvements" shall mean and include all dwellings, outbuildings, fences, masonry walls, hedges, mass plantings, exterior antennas, and other usual appurtenances common to dwelling usage.

## ARTICLE III - IMPROVEMENTS CONTROL

1. Architectural Control Committee. There is hereby established an Architectural Control Committee composed of W. Paul Greaser, Jane M. Greaser, and Warren K. Greaser, who shall serve until all lots have a dwelling constructed thereon, or until their successors are duly appointed and qualified. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. The Committee shall not be entitled to compensation for services performed pursuant to this provision. The members of the Committee shall have the right to enter and inspect all construction on lots located on the Property in order to view, approve and enforce its requirements.
2. Approval by Committee. No improvements, including but not limited to houses, fences, walls, garages, drives, parking areas, curbs, and walks, shall be constructed or altered, nor shall natural vegetation be altered or destroyed, nor shall dramatic landscape development be performed, on any Lot, unless complete plans for such construction or alteration is approved in writing by the Architectural Control Committee prior to the commencement of work. If the Committee fails to take action within thirty (30) days after complete plans for such work have been submitted, then such submitted plans shall be deemed to be approved; provided, however, that no building or other structure shall be erected or allowed to remain on any Lot which violates any of the covenants or restrictions herein contained. The issuance of a building permit or license, which may be in contravention of this Declaration, shall not prevent the Committee from enforcing these provisions. Refusal or approval of plans and specifications by the Committee shall be within the sole and uncontrolled discretion of the Committee, and may even be based upon purely aesthetic grounds.

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3. Variations. Where circumstances such as topography, property line, location of trees, vegetation or other physical interference requires, the Committee may, by two-thirds (2/3) vote, allow reasonable variance of this Declaration to terms and conditions it shall require.  
All costs and expenses incurred in processing the variance shall be paid in advance by the party requesting the variance.
4. General Requirements. The Committee shall require that all construction, landscape improvements, and alterations within the property, including the visual design, materials, color, site location, heights, topography, driveway, grade, and finished ground and foundation elevation, be consistent with and complementary to the natural surroundings and existing structures. All construction on the same Lot shall be of the same type materials, color, and design, except fences.
5. Preliminary Approvals. Parties who anticipate constructing improvements within the property or who own or contemplate the purchase of a Lot, may submit a preliminary design of improvements to the Committee for informal review. The Committee shall not be committed or bound by any informal review until complete plans are submitted. Approval or disapproval shall be based upon the complete plans and shall be in writing.
6. Plans. The Committee shall disapprove any plans submitted which are not sufficient for them to exercise the judgment required by this Declaration.
7. Liability. The Architectural Control Committee, members shall have no personal liability with respect to any contract or other commitment made by them, in good faith.
8. Written Records. The Committee shall keep for at least five (5) years complete records of applications submitted to it (including one set of all plans so submitted) and actions of approval or disapproval and other actions taken by it under the provisions of this Declaration.
9. Designation of Member. The Committee shall have the power to designate one of its members to act for the Committee on all matters except those matters requiring a two-thirds (2/3) vote of the Committee.
10. Enforcement. In addition to the general powers for enforcement of this Declaration as hereinafter set forth, the Architectural Control Committee shall have the power and the authority in separate action to enforce this ARTICLE III in law or in equity, and shall without limitation be entitled to damages, injunctions and removal by condemnation proceeding.

## ARTICLE IV – COVENANTS

1. Land Use Restrictions. The Subdivision shall be used for twin home residential and parks and open space purposes only, except that a sales and construction office may be maintained by the Declarant and/or its agents during development of the Subdivision. The following restrictive covenants shall apply to all the Property, except as otherwise designated, to wit:
  - 1.1 When sold as vacant land, with the exception of Lot 4, Block 2 and Lots 1 and 4, Block 10, all Lots will be sold in sets of two. Lot 15 Block 2 will be sold with Lot 17 Block 2. Lot 4, Block 2 and Lots 1 and 4, Block 10 are intended for an entire twin home with a building design dependent lot split during site planning. Declarant hereby reserves the right to exclude Lot 4, Block 2 and Lots 1 and 4, Block 10 from these covenants.
  - 1.2 All vehicle access to Lots must be from City streets. No vehicle access shall be granted from alleys.
  - 1.3 Without prior written approval by the Architectural Control Committee, no shack, detached garage, barn, or other outbuilding erected on the Lot covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.
  - 1.4 Lots shall be used for twin home residential and parks and open space purposes only, except that professionals, such as doctors, lawyers, architects, accountants, and real estate brokers may maintain professional offices within their homes so long as they do not have employees working on the premises that reside off the premises. No building shall be erected, altered, placed, or permitted to remain on any set of two Lots other than the following:

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- a. Newly constructed connected twin home residential dwellings not to exceed two stories in height, except where constructed on a slope permitting a full walkout. The connected twin homes shall have a combined minimum fully enclosed above ground floor area devoted to living purposes exclusive of porches, terraces, and garages of 2400 square feet. One-story connected twin homes shall have a combined ground floor living area of at least 2400 square feet, with not less than 1000 square feet for each dwelling unit devoted to living purposes. A two-story connected twin home shall have a combined ground floor living area of at least 1400 square feet, with not less than 700 square feet per dwelling unit.

Prefabricated and modular dwellings shall not be permitted. Roofs shall be shake, slate, dimensional asphalt, or as approved by the Architectural Control Committee, and shall have a minimum pitch of four-twelve (4/12) on dwellings constructed. The front building exterior shall be not less than twenty percent (20%) masonry. Artificial stone may be approved by the Committee.

- 1.5 No noxious or offensive activities shall be carried on upon any Lot which may become an annoyance or a nuisance to the neighborhood. Further, no livestock, domestic fowl, or kennels, shall be carried on upon any Lot, except as follows:
  - a. Household Pets: Cats, dogs, or other household pets may be kept, provided that any animals so kept upon the premises shall not be kept, bred, or maintained for any commercial purpose. There shall be no more than four aggregate total household pets kept on any Lot.  
  
All animals and birds shall be kept within a fenced area except cats. Notwithstanding anything to the contrary, the Owner shall have the responsibility to control at all times noises, offensive activities, noxious odors, dust from his premises, enclosures and appearance of his premises. The purpose of this Declaration is to maintain a highly desirable area.
- 1.6 All clothesline equipment, service yards, satellite dishes over two feet in diameter, radio and television antennas, wood piles or storage piles shall be screened so as to conceal them from the view of the neighboring lots or streets.
- 1.7 No trash burning shall be permitted on any Lot. All rubbish and trash shall be promptly removed from the Lots and shall not be burned in the Subdivision.
- 1.8 Each twin home dwelling unit shall install and use an approved garbage disposal unit connected to the plumbing. Such unit shall be in operating condition whenever the dwelling is occupied.
- 1.9 Each Owner of a Lot shall be responsible for keeping grass, shrubs, trees, and other plantings on such site in an attractive condition.
- 1.10 No waste or materials of any kind may be stored on a Lot except for a reasonable term while a structure on said premises is under construction. Only vehicles and machines of good running condition which are currently licensed and registered are permitted upon any Lot and require a fence or screened planting to surround any boats, automobiles, implements, machinery, motorhomes or trailer storage areas. All Lots and premises shall be kept in a clean and sanitary condition at all times.
- 1.11 No temporary house, tent, mobile home, or trailer shall be allowed on any Lot, EXCEPT during construction of permanent improvements not to exceed one (1) year in duration and during temporary use not to exceed one (1) month of continuous occupancy. No dwelling shall be occupied in any manner prior to its completion.
- 1.12 Each Lot at all times shall be kept in a clean, sightly, and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, lumber, or other building materials shall be permitted to remain exposed upon any Lot so they are visible from any neighboring Lot or street except as is necessary during the period of construction. In the event of a fire or any other casualty, said structure shall be promptly rebuilt or remodeled to conform with this Declaration; or if the structure is not to be rebuilt, all remaining portions of the structure, including the foundations and all debris, shall be promptly removed from the property. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner.
- 1.13 No front yard fencing shall be allowed on any Lot. Fence plans are required for corner lots.
- 1.14 Easements and rights-of-way, as shown on the recorded plat, are hereby reserved in this

Subdivision for the purpose(s) so designated on the plat. Within these easements, no structure, planting, or other material(s) 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 the flow of drainage channels in the easements. The easement areas of each lot and all improvements in those areas shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. For side lot drainage easements, the lowest portion of the easement shall coincide with the lot line wherever practicable.

## ARTICLE V - GENERAL PROVISIONS

1. Enforcement. The Owner or Owners of any Lot within the Property or Lot contiguous to the Property may enforce the restrictions and limitations herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of said restriction and limitations, either to recover damages for such violation or to restrain such violation or attempted violation. The prevailing party shall be entitled to judgment against the losing party for all attorney's fees and costs of suit. Provided, however, prior to initiating any action at law or equity, a written grievance shall be presented to the Committee and the Committee shall have 30 days in order to enforce any violation of the restrictions herein imposed.
2. Amendments. These covenants may be amended by the vote of two-thirds (2/3) of the owners of Lots.
3. Term. The restrictions and limitations herein set forth are to be construed as covenants running with the land and shall be binding on all parties and all persons claiming any part of the above described property for a period of twenty-five (25) years from the date these presents are recorded in the office of the Clerk of Albany County, Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of real property hereinabove described has been recorded in the office of said County Clerk, agreeing to change said covenants in whole or in part.
4. Severability. Should any part of this Declaration be declared invalid or unenforceable by any court of competent jurisdiction, such decisions shall not affect the validity of the remaining part of this Declaration.
5. Headings. Headings used herein are for convenience of reference only and shall in no way define, limit, or prescribe the scope or intent of the provisions under this Declaration.
6. Construction. Words of the masculine gender shall include the feminine and neuter genders and when the sentence so indicates, words of the neuter shall refer to any gender. Words in the singular shall include the plural and vice versa. This Declaration shall be construed according to its fair meaning.
7. Re-subdivision. Prior to the sale of Lots described in Exhibit "A", Declarant and/or its assigns reserves the right to re-subdivide any or all Lots in the Subdivision to increase the number of Lots, to include any or all Lots in a planned unit development, and to rezone any or all Lots to a new and different zoning classification.
8. Minor Amendments. To meet the requirement of any first mortgage lender or intended lender or prior to the sale of fifty percent (50%) of the Lots to Owners, Declarant reserves the right to amend this Declaration to provide for a better community of development so long as the general residential theme is protected.
9. Bulk Conveyance by Declarant. In the event the Declarant shall convey a substantial part of its remaining land to a new developer and so designate in the conveyance or by separate recorded instrument that the grantee is to be "the new developer," the new developer shall then have all the rights as herein reserved to the Declarant.
10. Party Wall Provisions. Each wall which is built as a part of the original construction of the homes upon the properties and placed contiguous to an adjacent home shall constitute a party wall, and to the extent not inconsistent with the provisions herein, the general rules of law regarding party walls and liability for the property damage due to negligence, willful acts or omissions shall apply thereto. In addition, the following rules shall apply:
  - 10.1. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who

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make use of the wall in proportion to such use.

- 10.2. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, subject however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts.
- 10.3. Notwithstanding any other provisions herein, an Owner who, by his own negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.
- 10.4. The right of any Owner to contribution from any other Owner shall be appurtenant to the land and shall bind such Owner's successor in interest.
- 10.5. In the event of any dispute arising concerning a party wall, each party shall choose an arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of the arbitrators.

THESE DECLARATIONS are signed and executed this 1 day of September, 2015.

### RAWSTONE DEVELOPMENT, INC.

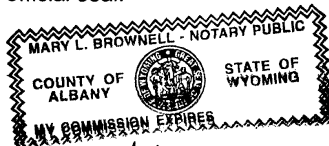
By Warren K Greaser  
 Vice-President

STATE OF WYOMING )  
 ) ss.  
 COUNTY OF ALBANY )

The foregoing Declaration of Covenants, Conditions, Easements, and Restrictions was acknowledged before me  
 this 1st day of Sept, 2015 by Warren K Greaser, Vice-President of Rawstone Development Inc., a Wyoming Corporation.

Witness my hand and official seal.

Notary Public



My commission expires: 2/15/18

Mary L. Brownell

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## **EXHIBIT A**

Lots 4 through 15 of Block 2 and Lots 1 through 6 of Block 9 and  
Lots 1 through 4 of Block 10 Coughlin-Pole Mountain Third Addition,  
Sixth Filing to the City of Laramie, Albany County, Wyoming.