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OFFICE OF THE COUNTY CLERK  
ALBANY COUNTY, WYOMING

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RECORDED IN THE  
PUBLIC RECORDS  
BY JANE M. CONZALES  
COUNTY CLERK  
APR 8 1993

STATE OF WYOMING )  
                          )     SS  
COUNTY OF LARAMIE )

WARREN LIVE STOCK COMPANY, A WYOMING CORPORATION

to

THE PUBLIC:

March 17, 1993

DECLARATION  
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
THE FORK SUBDIVISION

The undersigned, Warren Live Stock Company, A Wyoming Corporation, is the owner of certain property in Albany County, State of Wyoming, which is more particularly described upon the plat map as the same is filed for record with the County Clerk and Recorder of Albany County in connection with the minor Subdivision designed by Albany County as "THE FORK SUBDIVISION" situate in Albany County, Wyoming, as the same is described in Exhibit "A" attached hereto and incorporated herein by this reference and hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of such property, and which shall run with the real property, and which shall be binding on all parties having any right, title or interest in the described property or any part thereof; their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and which are intended not to be merely personal.

\*\*\*THIS INSTRUMENT IS RECORDED BY ALBANY COUNTY TITLE, INC. AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO IT EXECUTION OR ITS AFFECT UPON THE TITLE.\*\*\*

1. USE: The lot shall be used only for residential purposes, 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 resident, an office which may not be his principal office.
2. SINGLE-FAMILY DWELLING: No more than one structure shall be erected, altered, placed, permitted or allowed on the lot, other than one single-family dwelling and a private garage for not more than three cars and a barn and corral for livestock which are to be kept for recreational purposes only. No ranch style dwelling shall be constructed which shall contain a habitable floor area on the ground floor of less than 2,000 square feet; and no structure shall exceed two stories in height ( exclusive of any basement ). All construction shall be new and no structure shall be moved from any location outside this lot.
3. BUILDING LOCATIONS: No building shall be located on the lot nearer than 100 feet to the East tract line and 50 feet to all other tract lines or setback lines required by Albany County Zoning regulations which ever is the greater. For the Purposes of this covenant, eaves, steps, and open porches shall be considered as a part of a building.
4. NO COMMERCIAL USE: No business, trade, or commercial use shall be carried on upon or made of the lot.
5. NUISANCES: No noxious or offensive activity shall be carried on upon the lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Occupancy conditions may be considered to be a nuisance to adjacent property in the event that activity adversely affects such adjacent owners resulting from activities including, but not limited to, the operation of motor vehicles, ( motor bikes, motorcycles, snowmobiles, and the like ), burning, noise, vermin, health hazards, pollution, odors, undesirable animals or their maintenance and insect pests developing as a condition because of the nature of maintenance or care of the property. There shall be no open burning on such lands.
6. GARBAGE AND REFUSE DISPOSAL: The lot shall not be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage and disposal of such material shall be maintained in a clean and sanitary condition. Removal of such refuse from the premises shall be accomplished at intervals of not less than once each month. No individual water supply system or sewage waste disposal system shall be permitted on the lot unless such system is located, constructed and equipped in accordance with requirements, standards and recommendations of the Wyoming State Department of Public Health and Albany County, Wyoming.
7. MAINTENANCE OF SURFACE: Earth or gravel shall not be removed from the surface of the premises except for improvement or leveling on the tract involved. Landfill shall be earth only and shall exclude trash, refuse, junk, construction debris or similar materials.

Stable conditions of the soil and vegetation shall not be destructively destroyed or disturbed nor shall the surface drainage patterns be changed except in a fully engineered manner which will provide adequate recognition of soil conservation requirements. All damage to soil and vegetation shall be immediately restored to a stable condition. In all events, the natural environment shall be disturbed as little as possible.

8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on the lot at any time as a residence, either temporarily or permanently, except that during the period of construction of a permanent residence on the premises that there may be erection of temporary facilities. Such facilities shall be limited to a single period of twelve months beginning with the first day of erection, on-site location, or the exterior storage of materials to be utilized for permanent facility construction and ending with final removal and cleanup of all such temporary facilities.

9. PARKING OF VEHICLES: No vehicle, other than a vehicle that is owned by the owner or lessee of the tract and that has a current Wyoming vehicle registration, shall be kept or stored on the premises.

Vehicles, which are not in running condition or in a state of disrepair, shall not be parked on any roadway, or in any parking area or otherwise in front of any residence. Any vehicle which appears to be abandoned shall be deemed to be an offensive activity and a nuisance as provided in Section 5 of these covenants.

All other vehicles such as trailers, campers, boats and busses shall not be parked or stored in front of any residence or on any roadway for a period in excess of seventy-two ( 72 ) hours. Similarly, construction equipment, farm implements, industrial equipment and machinery or salvage items or their components shall not be stored in any event outside of closed buildings.

10. SIGNS: No sign of any kind shall be displayed to the public view on the lot except one 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.

11. LIVESTOCK AND POULTRY: Commercial animal husbandry shall not be practiced in any form. Any domestic animals and household pets owned by the occupant or the owner of the lot shall be kept confined within owned or occupied premises. No more than three dogs or three cats or a total of three of either of such animals shall be kept and maintained as part of any single household. Litters of any of the foregoing animals may be maintained only until the age of three ( 3 ) months is reached, at which time disposition must be made of the excess.

Up to four hooved animals may be maintained in appropriate facilities on each lot and shall not constitute a nuisance to the immediate neighbors. Hooved animals must be maintained in a fenced area not to exceed 1/4 acre. The fenced enclosure shall not be within fifty ( 50 ) feet of a unit boundary. Areas outside the 1/4 acre fenced area will not be grazed in order to preserve natural vegetation and prevent soil erosion.

Animals utilized and owned as participation by minors in 4-H or FFA projects shall be kept or maintained within a 1/4 acre fenced area.

If any animals are kept upon said lands, the occupants or owner thereof agrees and shall have at all times an all risks liability insurance policy in an amount not less than \$100,000.00, which policy shall cover or pay ~~any~~ for all damages caused by or arising out of the ownership of such animal(s). The occupant or owner shall furnish Warren Live Stock Company with a certificate of such insurance by mailing of a copy of such certificate to Warren Live Stock Company at P.O. Box 848, Cheyenne, Wyoming, 82003, within thirty ( 30 ) days of such occupancy or ownership and annually thereafter.

12. SUBDIVISION: No portion of the lot shall be subdivided, i.e. the existing lot may not be further subdivided or platted by the owner thereof.

13. FIREARMS: There shall be no hunting or the discharge or use of firearms on any site on the above described property.

14. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

15. ENFORCEMENT: In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots adjacent to the area to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and in addition, to recover from the party so violating such protective covenants reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery of the damages.

16. EASEMENTS: Easements and rights-of-way as shown on the recorded plat, are hereby reserved for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephone, sewer, water, or any other public or quasi-public utility service purpose, together with the right of ingress and egress at any time for the purpose of further construction and repair.

17. WATER: Wells to obtain water shall comply with the requirements of the State of Wyoming and Albany County. The well head shall not be closer than one hundred ( 100 ) feet to a septic tank in any sewage disposal system. Any water well on said lands shall be used only for domestic use on the lot and not for commercial use or resale.

18. MINERALS: No oil, gas, minerals or mineral rights shall be owned by or inure to the benefit of any occupant or owner of such land, the same hereby being reserved by Warren Live Stock Company.

19. FENCING: In the event Grantees, their successors or assigns at any time keep, raise or maintain livestock on the premises herein conveyed for so long as Grantors, their successors or assigns own contiguous, undeveloped property, it shall be the responsibility of Grantees, their successors or assigns to fence said livestock in the premises herein conveyed and off the contiguous, undeveloped property, and it will be their further responsibility to fence out all livestock not kept, raised or maintained by them;

Provided, further, that so long as Grantors, their successors and assigns own contiguous, undeveloped property, Grantees, their successors and assigns shall not interfere or otherwise obstruct existing right of ways.

Provided, further, that Grantees, their successors and assigns shall have no responsibility for the construction, maintenance or upkeep of any right of way to or from the premises herein conveyed.

20. ROADS: The owner of the lot will pay an annual fee to the Road Maintenance Board of Sherman Hills Estates for the purpose of road maintenance.

21. 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.

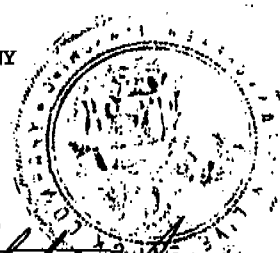
DATED this 17th day of March, 1993.

WARREN LIVE STOCK COMPANY  
A Wyoming Corporation

ATTEST:

*Leland Beardsley*  
Assistant Secretary

By: *Paul G. Etchepare, Jr.*  
Paul G. Etchepare, Jr.  
Secretary/Treasurer



Before me, Andrea K. Schriener, a Notary Public in and for Laramie County, State of Wyoming, personally appeared Paul G. Etchepare, Jr. and he being first duly sworn by me upon his oath, says that the facts alleged in the foregoing instrument are true.

Witness my hand and official seal this 17th day of March, 1993.

*Andrea K. Schriener*

My commission expires:

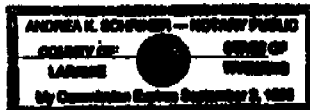


EXHIBIT "A"

Know all men by these presents that the undersigned are the owners in fee simple of the land shown on this plat, to be known as "Tract 1 of THE FORK to Albany County, located in the SW 1/4 Section 6, Township 15 North, Range 72 West of the 6th P.M., Albany County, Wyoming".

Said tract of land being more particularly described as follows:

Beginning at at the S 1/4 of Section 6, thence N 1° 51' 02" W. along the east line of the SW 1/4, a distance of 1334.22 feet;  
 THENCE S 89° 31' 30" W, a distance of 521.30 feet to the TRUE POINT OF BEGINNING;  
 THENCE N 2° 02' 55" W (record N 1° 51' 02" W), a distance of 329.30 feet, to a point on the South Right-of-Way of Pilot Peak Road;  
 THENCE S 74° 16' 38" W, a distance of 417.78 feet (record S 74° 17' 21" W, 417.66 feet) along the said Right-of-Way;  
 THENCE S 78° 04' 49" W, a distance of 378.97 feet (record S 78° 05' 18" W, 379.01 feet) along said Right-of-Way;  
 THENCE S 78° 19' 25" W, along said Right-of-Way, a distance of 68.92 feet to the Centerline of Black Elk Trail;  
 THENCE S 68° 13' 08" E, along said Centerline, a distance of 345.13 feet;  
 THENCE N 89° 31' 30" E, a distance of 531.74 to the TRUE POINT OF BEGINNING.

72 #9 R  
 6/11/1964

Said tract of land contains 3.86 acre, more or less. Bearings are referenced to the East line of the SW 1/4 of Section 6 as bearing N 1° 51' 02" W.

Noted on 1/11/64  
 1964