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DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS, AND RESTRICTIONS

FOR

GOLDEN EAGLE SUBDIVISION

THIS DECLARATION made this 24 day of October, 2007, by Mark and O'Kelley Pearson, husband and wife, hereinafter collectively referred to as "Declarant", their heirs, successors and assigns.

WITNESSETH:

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

**Golden Eagle Subdivision
Lots 1, 2, & 3**

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

WHEREAS, Declarant desires to provide certain standards by means of protective covenants, restrictions, and easements to insure the lasting beauty, value, and enjoyment of the property; and

WHEREAS, Declarant desires to provide reasonable guidelines for all improvements constructed, altered, and maintained on the Property so as to insure the lasting beauty and harmony of the property.

NOW, THEREFORE, Declarant does hereby publish and declare the following terms, covenants, conditions, reservations, restrictions, uses, limitations, and obligations shall be deemed to run with the land situate in the County of Albany, State of Wyoming, as described above and shall be a burden and a benefit to the Owners, their transferees, assigns, heirs, and any person acquiring or owning any interest in the property and improvements situate thereon, their grantees, successors, heirs, executors, administrators, devisees, and assigns. The covenants set forth below shall be applicable to Lots 1, 2, and 3 of Golden Eagle Subdivision.

ARTICLE I- PURPOSE OF DECLARATION

The Property. It is the purpose and intention of the 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 County of Albany, State of Wyoming. These covenants and restrictions will be enforced in addition to the laws applicable to property within the County and shall not be interpreted so as to negate or diminish the resolutions of the County or the statutes of the State of Wyoming.

ARTICLE II -- COVENANTS

1. **Land Use Restrictions.** The following restrictive covenants shall apply to all the property to wit:

- 1.1. No mobile homes older than ten (10) years from the date set forth on the title may be placed on the property and such mobile home shall at least be 24-foot wide and shall be placed on a permanent foundation. Factory-built homes or framed homes may be constructed on the property, so long as such homes are completed within twenty-four (24) months from start of construction. Mobile homes or factory-built homes must be in

good condition at the time of placement. All residential units and outbuildings shall be located at least thirty (30) feet from the applicable Lot lines.

- 1.2. Lots cannot be further subdivided from their original lot size.
- 1.3. No trash, litter, junk, boxes, containers, bottles, cans, lumber, or other building materials may be stored in 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 registered are permitted upon any lot. All Lots shall be kept in a clean and sanitary condition at all times.
- 1.4. Each lot owner shall provide a private sewage disposal system. It must be permitted by law and be completed to County of Albany and State of Wyoming standards.
- 1.5. All fencing costs shall be paid by the lot owner. It is the lot owner's responsibility to fence out other's livestock and to fence in their own livestock.
- 1.6. Livestock may be maintained on the Lots, not more than six (6) head may be maintained on each lot at any time. Livestock include, but are not limited to cattle, sheep, horses, llamas, goats, swine, mules, donkeys, and burros. Livestock do not include chickens, dogs, and cats.
- 1.7. No more than three (3) dogs shall be allowed on the property. All dogs, including those belonging to guests, must remain on the owner's property unless under the direct supervision of its owner.
- 1.8. Invitees or lessees of the owner will be expected to uphold the restrictions imposed by this document and it will be the responsibility of the owner to inform invitees or lessees of the rules and regulations and to enforce such rules.

ARTICLE III – GENERAL PROVISIONS

- 1. Enforcement.** The owner/owners of any of the property within the property description hereinabove set forth, may enforce the restrictions and limitations set forth by proceedings at law or in equity against any person or persons violating or attempting to violating 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.
- 2. Amendments.** These covenants may be amended only by the unanimous consent of all Lot owners.
- 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 party of the above described property for a period of twenty-five (25) years from the date this Declaration is recorded in the office of the County Clerk of Albany County, Wyoming.
- 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 provisions under this Declaration.
- 5. Headings.** Headings used herein are for convenience or 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 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.

