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STATE OF WYOMING)
)ss.
COUNTY OF ALBANY)

To
THE PUBLIC
DECLARATION OF PROTECTIVE COVENANTS
FOR
HARVEST ACRES SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that HARVEST CHRISTIAN CENTER, being the owner in fee simple of the real property known as HARVEST ACRES SUBDIVISION, does hereby covenant, agree and make the following Declaration of Protective Covenants.

ARTICLE I: INTENT AND SCOPE OF COVENANTS

Section 1: **INTENT.** This Declaration of Protective Covenants is intended to facilitate and regulate the construction and placement of appropriate improvements within the real property, as well as the proper use of the property for the purpose of preserving and enhancing the value, desirability and attractiveness of Harvest Acres Subdivision.

Section 2: **SCOPE.** The Declaration of Protective Covenants applies to all of Tracts 1 through 3 Harvest Acres Subdivision a parcel of land situated in the County of Albany, State of Wyoming described as portions of Section 12, Township 15 North, Range 73 West of the Sixth Principal Meridian as shown on survey plat recorded in the office of the Albany County Clerk as Document #2006-2179 on April 7th, 2006.

ARTICLE II: DEFINITION OF FREQUENTLY USED TERMS

Section 1: "Declarants" shall mean and refer to the members of the Church Council of Harvest Christian Center and Harvest Acres Subdivision executing this Declaration of Protective Covenants.

Section 2: "Owner" shall mean and refer to the record owner(s), whether one or more persons, of fee simple title to any Tract (or in the event of "Contract for Deed" transaction involving any Tract, the Purchaser(s) thereunder, but excluding those having such interest solely as security for the performance of any obligation, in which event the equitable owner of such fee simple title shall be deemed to the Owner thereof.

Section 3: "Tract" shall mean a parcel designated as one of Lots 1-4 of the above-referenced plat.

Section 4: "Record of Survey" shall mean all of the real property within Harvest Acres Subdivision subject to this Declaration of Protective Covenants (as described above in Article I, Section 2).

ARTICLE III: USES AND RESTRICTIONS

Section 1: **Principal Use.** It is intended that the Tracts within Harvest Acres Subdivision shall be used and occupied as rural residential/recreational sites for the full enjoyment of the Owner thereof subject to the Covenants contained herein:

Section 2: Nuisances. No noxious or offensive activities constituting a nuisance shall be permitted on any Tract within Harvest Acres Subdivision. For purposes of this section, a "nuisance" shall be construed in light of case law precedent for the State of Wyoming. Notwithstanding the aforementioned, for purposes of this section the following activities upon any Tract shall be deemed a nuisance per se: discharging fireworks; discharging firearms and/or hunting; operating all terrain vehicles (ATV's) (other than for landscaping or general work related activities) within Harvest Acres Subdivision (except upon the designated private and public roadways if properly licensed and observing all traffic laws or upon the Tract owned by the owner of the vehicle for very limited times and purposes so as not to disturb the serenity of the area and/or leave tracks on the native turf). No snowmobiles may be ridden across country at any time within Harvest Acres Subdivision.

Section 3: Commercial Enterprises. No commercial business activity other than a home occupation use in conformance with Section 4 below may be conducted upon any Tract within Harvest Acres Subdivision.

Section 4: Home Occupations. Home occupations are permitted, however, nothing in this section shall be construed to relieve any person from compliance with any and all State and /or County zoning regulations applicable to home occupations. The Owner shall be responsible to determine which regulations govern Owner's intended and actual home occupation use and shall be responsible for complying with those regulations. In addition to, and notwithstanding anything in the State and/or County zoning regulations to the contrary, all home occupation uses within Harvest Acres Subdivision shall be in compliance with the following restrictions:

A. There shall be no offensive noises, vibrations, smoke, dust, odors, heat or glare noticeable at or beyond the property line.

B. No storage or display of business materials, goods, supplies, commercial equipment, commercial tractors, and/or other heavy equipment shall be visible from the outside of any structure located on the property.

C. There shall be only incidental sales of stocks, supplies or products to customers and/or clients on the premises, however catalogue, postal and/or telephone sales are permitted. Retail trade or any other business activity involving customer traffic on a non-incidental basis is prohibited.

D. Employees working on the site of the home occupation shall only be bonafide and full-time residents of the home situated on the Tract.

E. Notwithstanding anything herein above to the contrary the following business/activities shall not be allowed upon any Tract within Harvest Acres Subdivision.

- 1) Body or mechanic repair to include any modification, assembly or painting of motor vehicles and repair of internal combustion engines or any business where the following services are carried out: general repair, engine rebuilding or reconditioning of motor vehicles, collision service such as body, frame and fender straightening, and oils lubricants, grease, tires, batteries and accessories. This exclusion is not intended to prohibit owner from working on his/her own personal vehicle(s) – including maintenance, repair, refurbishing, rebuilding – as long as such activity is within a completely enclosed garage or outbuilding which completely screens the sight and sound of the activity from adjoining property.

- 2) **Massage parlors/technicians.**
- 3) **Any other home occupation which is determined as noxious, offensive or annoying by the written vote of no less than fifty percent (50%) of the then Record Owners of the Tracts within the Record of Survey.**

Section 5: Dumping/Trash. No Tract shall be used or maintained as a dumping or storage ground for rubbish, scrap, debris, or junk including, but not limited to, Junked cars, appliances, building materials, etc. Trash, garbage or other waste shall be kept only in sanitary containers, which are emptied on a regular basis at the Tract Owner's expense. No outdoor burning of trash or any other rubbish is permitted. A Tract Owner bears the responsibility to insure at all times that no trash, debris, or material of any kind be allowed to blow off of the Tract. All trash must be removed from the subdivision at the Tract Owner's expense.

Section 6: Excavation. No refining, quarrying or mining operations of any kind shall be permitted upon and/or in any Tract. Nor shall underground fuel tanks, excavated tunnels, mineral excavations or shafts be permitted upon and/or in any Tract, except LP (propane) tanks.

Section 7: Vehicles. A limit of two licensed RV or utility trailers may be parked along any of the roadways or outside of any dwellings. Unlicensed, unused, stripped down; partially wrecked, immobile or inoperative vehicles must be parked within a garage or outbuilding. Truck-tractors and/or semi-trailers and/or commercial two axle vehicles which are twenty (20) feet in length or greater are not permitted to park anywhere within Harvest Acres Subdivision.

Section 8: Mobile Homes and Relocated Homes Prohibited. All home construction shall be new on site construction and no mobile homes and/or modular homes shall be permitted. Pre-existing stick built homes proposed and relocated from other locations are also not permitted.

Section 9: Temporary Structures. No structure of a temporary character (such as a tent, shack, camper, RV, basement barrack, garage, barn or other outbuilding) shall be used as a residence, or in such a repeated manner of practice that it takes on a permanent nature. Exception: An allowance of one guest RV will be allowed with a ten day limit.

Section 10: Signs. No sign of any kind shall be displayed to the public view on any Tract except as follows: (1) the signs advertising the initial offering of Harvest Acres Subdivision; (2) One sign of not more than five square feet advertising the property for sale or rent; and (3) Signs of no more than 12 square feet used by a builder to advertise the property during the construction period only.

Section 11: Single Family Homesites/Further Division Restriction. No structure other than one private single family dwelling together with a private garage and/or outbuilding as provided hereinafter shall be erected, placed, or permitted to remain on any of the Tracts. No Tracts within Harvest Acres Subdivision may be further divided into smaller tracts.

Section 12: Antennas and Satellite Dishes. No more than one (1) television antenna (and/or specialty antenna utilized for purposes other than television) is acceptable

provided the same is less than twenty-five feet (25') in height. A television satellite dish two feet (2') or less in diameter which is affixed to a home, or which is situated within twelve feet (12') of the side of a home, is acceptable.

ARTICLE IV: STANDARDS RELATING TO IMPROVEMENTS

Section 1: General. The following standards create a minimum code of uniformity for the construction of homes and/or outbuildings within Harvest Acres Subdivision.

Section 2: Minimum Square Footage. The dwelling on any Tract must have a minimum fully enclosed ground floor area devoted to living purposes of no less than one thousand six hundred (1600) square feet except if dwelling has multiple levels, and minimum living area of the first floor area may be reduced, provided that the total living area of the multiple levels is not less than two thousand (2000) square feet. Said minimum square footage standards are exclusive of basements, porches, terraces and attached garages. Height of principal dwelling shall not exceed thirty-five (35) feet.

Section 3: Criteria for Home Exterior. A home constructed on any Tract must have no less than twenty percent (20%) of the exterior surface covered with rock, brick or stucco. The remainder of the home shall be covered with appropriate quality cedar or other wood siding (including log homes) or masonry, stone and/or Dryvit® (or similar type of exterior insulated finish system). Attached garage may have steel siding.

Section 4: Attached Garages. All dwellings on any Tract shall have no less than a two (2) car attached garage.

Section 5: Location and Orientation of Improvement/Minimum Building Setbacks. With respect to the location of improvements upon a Tract the following minimum setbacks shall be required in relation to front, rear, and side property lines: the minimum setbacks for the front of all Tracts shall be no less than fifty (50) feet. The minimum setbacks for the sides of all Tracts shall be no less than twenty five (25) feet. The minimum setbacks for the rear shall be no less than fifty (50) feet. With the exception of landscaping and fencing, in all cases the aforementioned setbacks shall pertain to any and all permanent improvements of any nature including, but not limited to wells and septic systems.

Section 6: Outbuildings. No more than two (2) outbuildings shall be permitted on any tract. The architectural standards of the outbuildings must follow and/or enhance the standards of the residence. The maximum size of one outbuilding shall not exceed four thousand (4000) square feet and the maximum height of the sidewalls of any building shall be sixteen (16) feet. The additional outbuilding shall not exceed one hundred and forty four (144) square feet. Construction of any outbuilding shall not preclude but may be contemporaneous with, or subsequent to the construction of the residence. In any event no outbuilding may be utilized until the residence is complete and occupied.

Section 7: Tract Approaches and Protection of Ground Cover. An approach for vehicular traffic onto a Tract must be installed at the commencement of any construction upon said Tract in order to protect the shoulders of the road and the natural turf. Owners shall direct all vehicular traffic for construction purposes or otherwise to enter and exit only upon said approach and to use one path leading to and from the construction site in order to protect and preserve the native ground cover. Private drives shall be a minimum of twelve (12) and a maximum of sixteen (16) feet in width. The driveway must be surfaced with a minimum of 3 inches of gravel (or comparable aggregate).

Section 8: Interior Access to Tracts. All Tracts within Harvest Acres Subdivision shall be accessed off the roadways situated within the interior of Harvest Acres Subdivision.

Section 9: Electricity and Telephone. All utility extensions from the main line to homes and other improvements to within Harvest Acres Subdivision shall be underground where possible. Provisions will be made for Property Owners to cooperate and manually participate in costs and preplanning of all utilities. Each Tract owner has the responsibility to coordinate with the other Owners to minimize cost and properly distribute rebates as may occur when hookups are established for extensions of service to their respective property.

Section 10: Fencing. Privacy fencing and/or boundary fencing is allowed. Any and all boundary fencing to be constructed subsequent to the time of the filing of these Covenants shall not include barbed wire, sheep wire or steel "T-Posts". All privacy fences shall be earth tone in color and shall be constructed from wood or high grade vinyl. All fences except those which immediately surround a homesite or a small yard shall meet Wyoming Department of Game and Fish standards so as not to adversely effect the movement of wildlife. It is the responsibility of the Tract Owner to adequately and appropriately provide fencing for any allowable animals. Owner must keep fencing in state of good repair and must promptly remove any accumulation of trash and/or debris against the same. Any snow and/or wind fencing shall be utilized on a seasonal basis only and shall not be erected before October 1st, and shall be removed before June 1st of any calendar year. Landscaping fences must be removed within seven years unless landscaping has been established sooner. Landscaping fences shall be constructed from same materials as privacy fence as described in this section.

Section 11: Maintenance of Homes/Improvements of Tracts. All Owners shall maintain or provide for the maintenance of homes and improvements upon their Tracts. Tracts shall be kept free from noxious weeds which constitute a nuisance or are likely to spread to neighboring property or to adversely affect wildlife and habitat.

Section 12: Outside Flood/Area Lights. No freestanding light pole for automatic all-night flood area lighting is acceptable on any Tract. No laser source lights, searchlights or similar high intensity light used for outdoor advertising or entertainment are permitted. Light sources shall be concealed or shielded to the maximum extent feasible to minimize glare, light pollution and light trespass on adjacent property and away from the vision of passing motorists. All lights shall be shielded to direct light downward.

This Section shall not apply to the following types of exterior lighting:

- A. Ornamental lighting; ornamental landscape lighting fixtures;
- B. Governmental required lighting. Lighting for aviation, towers, street lights or other purposes which are required by state or federal law;
- C. Seasonal lighting displays;
- D. Illumination of the United States flag, as long as the light source is shielded and not visible from any adjacent property;
- E. Customary agricultural practices.

Section 13: Rebuilding or Restoration. If any residence or other improvement is destroyed in whole or in part by fire, windstorm or by some other cause, it must be rebuilt or all debris must be removed and the Tract restored to a good condition. Any such rebuilding or restoration must be commenced within three (3) months after the damage

or destruction occurs and thereafter, diligently pursued to completion within a reasonable time. – not to exceed one (1) year after the date of damage unless required due to unusual circumstances.

Section 14: All new wells drilled on any Tract must be constructed according to all State of Wyoming and Albany County regulations. Wells must be a minimum of 120' deep and encased 20' deep in concrete.

ARTICLE V: LANDSCAPING

Section 1: Landscaping. Soil immediately surrounding the homesite which has been disturbed during the construction phase shall be re-seeded with a native turf mix or other grass of Owners choice within one (1) year after the completion of construction of the primary residence. Any trees or shrubs removed due to roadways, residence, outbuildings or septic/wells must be replaced by "like" species of comparable size within one year of construction completion. Trees, shrubs or other landscaping elements such as rocks, wood chips, bark and mulched or graveled materials are also acceptable. The use of drought resistant and/or low maintenance grass is encouraged. Drip irrigation systems for trees and/or shrubbery are permitted without restriction.

ARTICLE VI: ANIMALS

Section 1: Domestic Pets. Commonly accepted domestic pets may be kept on all Tracts provided they are not maintained or kept for commercial or breeding purposes. All such domestic pets will be under the control of the owner at all times and will not be allowed to run free off an Owners Tract. No animal of any kind shall be permitted which makes an unreasonable amount of noise or odor or which is a nuisance or threatens wildlife. A limit of no more than 4 domestic pets will be allowed to inhabit a tract.

Section 2: Horses, Llamas, or Other Farm Animals. As general proposition horses, llamas or other farm animals such as cows, sheep, chickens and swine shall not be permitted.

ARTICLE VII: EASEMENTS

Section 1: Road Easements. All road easements within Harvest Acres Subdivision are for the exclusive use of Tract Owners and their guests with the following exceptions: emergency vehicles, construction and service of utilities, construction and service of billboards (if any), propane delivery, contractors for home construction and repairs and any use required by law.

NOTHING IN THIS PROVISION SHALL BE CONSTRUED BY AN OWNER TO ALLEVIATE THE RESPONSIBILITY TO PROCURE AT HIS/HER EXPENSE LIABILITY INSURANCE FOR THE INJURY, DEATH OR DAMAGE OCCURING ON HIS/HER TRACT.

Section 2: Drainage Easements. No improvements of any kind shall be permitted within Harvest Acres Subdivision, which obstruct or divert flow of any natural drainage.

Section 3: Utility Easements. Power and Telephone easements which provide service to each Tract are shown on the recorded plat. Each property owner must allow additional easements or variations if required to minimize costs through more efficient routing or to improve service.

ARTICLE VIII: GENERAL PROVISIONS

Section 1: Enforcement and Remedies: These Covenants, conditions and restrictions may be enforced by any legal or equitable Owner(s), or the Declarants and their successors and assigns, by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant(s). Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, recovery of damages for any violation, or for such other and further relief as may be available. The party found to have violated these Covenants shall be responsible for the reasonable attorney's fees incurred by the Owner(s) and/or Declarants in the proceedings either to enjoin a violation or for the recovery of damages. The failure to enforce or cause the abatement of any violation of these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within these Covenants.

Although it is a right, it is not the obligation nor the responsibility of the Declarants to prosecute violations of these Covenants on behalf of any Owner(s). Under no circumstances shall an Owner bring any claim, demand or action against the Declarants relating in anyway to a violation of the Covenants by another Owner.

Section 2. Duration and Amendment. The Covenants and restrictions of this Declaration of Protective Covenants shall run with and bind Harvest Acres Subdivision for a term of twenty (20) years from the date this Declaration of Protective Covenants is recorded in the office of the Clerk and Recorder of the County of Albany, State of Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated by written vote of two-thirds (2/3) or more of the then record Owners.

This Declaration of Protective Covenants may be amended in whole or in part during the first twenty (20) years period by a written instrument executed by a two-thirds (2/3) or more of the then record Owners.

Any termination or amendment to this Declaration of Protective Covenants must also be approved in writing by the Declarants (or their successors) in order to be valid. Any termination or amendment which has been approved by the Declarants must be recorded in the Office of the County Clerk and Recorder of Albany County, Wyoming.

Whenever a vote of the Owners is required in this Declaration of Protective Covenants, an Owner shall be entitled to one (1) vote for each Tract owned. Two or more persons owning a Tract (e.g. joint ownership by a husband and wife, etc.) shall be collectively entitled to one (1) vote per Tract.

Section 4: Benefits and Burdens. The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarants and the Owners of the Tracts located within Harvest Acres Subdivision and their respective heirs, successors, personal representatives and assigns.

Section 5: Severability. Invalidation of any one of the provisions or restrictions in this Declaration of Protective Covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 7: No Liability, Neither Declarants, Harvest Acres Subdivision, Members of Harvest Christian Center, or any successors or assigns of the aforementioned shall be liable for damages or otherwise liable to anyone or to any Owner by reason of mistake in judgment, negligence, nonfeasance or for any act or omission whatsoever arising out of or in any way related to any of the Covenants

or provisions in this "Declaration of Protective Covenants" in its entirety including but not limited to, the approval, disapproval, or failure to approve any plans, specifications or variance.

IN WITNESS WHEREOF, this Declaration of Protective Covenants has been executed this 11th day of April, ~~2005~~2006 *DP*

Harvest Acres Subdivision, Grantor

BY: [Signature]

State of Wyoming)
) ss.
County of Albany)

The foregoing "declaration of Protective Covenants for Harvest Acres Subdivision" was acknowledged before me by John David Welch in his capacity as Principal of Harvest Christian Center this 11th day of April, ~~2005~~2006 *DP*

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: October 10, 2009

