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STATE OF WYOMING)
)SS:
COUNTY OF ALBANY)

To
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS
FOR
Howe Acres

KNOW ALL MEN BY THESE PRESENTS, that David B. Pratt and Wendy C Pratt and Shane M Cox and Loree K Cox, as their interests may appear, the owner in fee simple of all the real property in the Record of Survey known as Howe Acres, 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 through the creation of a home owners association, the construction and placement of appropriate improvements within the subdivision, as well as the proper use of the property for the purpose of preserving and enhancing the value, desirability and attractiveness of the Howe Acres Record of Survey.

Section 2: Scope. This Declaration of Protective Covenants applies to all of the Tracts 1 through 12, Howe Acres (legal description) excepting therefrom Building fixture and structure currently in existence (exception to corrals shed and green house on existing buildings)

ARTICLE II: DEFINITION OF FREQUENTLY USED TERMS

Section 1: "Declarants" shall mean and refer to the members of David and Wendy Pratt Shane and Loree Cox executing this Declaration of Protective Covenants.

Section 2: "Owners" 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 a "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 be the Owner thereof.

Section 3: "Record of Survey" shall mean all of the real property within Howe Acres subject to this Declaration of Protective Covenants (as described above in Article I, Section 2).

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POWELL TITEL & ESCROW, INC.
AS AN ACCOMMODATION ONLY

Section 4: Homeowners association includes all property owners in said sub Division.

ARTICLE III: HOMEOWNERS ASSOCIATION

Section 1: The Association will be responsible to enforce or alter these covenants, and insure that regular maintenance of the fire protection system and roads is accomplished.

Section 2: A president will be chosen to serve a bi-annual and each tract owner will be required to serve as president on a rotating basis beginning with lot 1 and rotating to lot 12. Vice President and Treasurer can be filled on a volunteer basis or by appointment from the President.

Section 3: On a semi annual basis the water tank used for fire protection must be checked and filled if needed. If it becomes necessary to fill or repair the tank all tract owners will be required to participate equally. If the water is used to extinguish a fire at any one tract then the tract owner is responsible for refilling the tank.

Section 4: If tract owner gains access to said tract by traveling on Bench heart, Anchor or Gap roads, they will be required to participate in road maintenance of said road equally. All roads must be maintained annually or as needed.

ARTICLE IV: USES AND RESTRICTIONS

Section 1: Principal Use. It is intended that the Tracts within the Record of Survey shall be used and occupied as rural "ranchette" residential home 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 with the Record of Survey. 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 (ATVs) or other off-road recreational vehicles within the Subdivision (except upon the public roadways if properly licensed and observing all traffic laws or upon the Tract owned by the owner of the vehicle in a manner so as not to disturb the serenity of the area).

Section 3: Commercial Enterprise. No commercial business activity other than a home occupation use in conformance with Section 4 below may be conducted upon any Tract within the Record of Survey.

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 City 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 City and/or County zoning regulations to the contrary, all home occupation uses within the Record of Survey shall be in compliance with the following restrictions:

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

(B) No storage or display of business materials, goods, supplies, or equipment 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 dwelling, which is situated on the Tract.

(E) Notwithstanding anything hereinabove to the contrary, the following businesses shall not be allowed as home occupations upon any Tract within the Record of Survey:

(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: general repair, engine rebuilding or reconditioning of motor vehicles, collision service such as body, frame and fender straightening and repair, painting and undercoating of automobiles and/or the sale of engine fuels, motor oils, lubricants, grease, tires, batteries and accessories. This exclusion is not intended to prohibit an 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. No outdoor burning of trash or any other rubbish is permitted. A Tract Owner bears the responsibility to ensure at all times that no trash, debris or material of any kind be allowed to blow off the Tract.

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.

Section 7: Vehicles. No vehicles, trailers, or any vehicular equipment shall be parked along any of the public roadways, which serve the Record of Survey. It is encouraged that RVs, fifth-wheels, camp trailers, horse trailers, boats, boat trailers and the like be parked in garages and/or outbuildings, however, the outdoor parking of no more than two (2) of said types of vehicle shall be permissible provided said vehicles are situated away from the general view of adjacent landowners and away from the roadway side of any house. Unlicensed, unused, stripped-down, partially wrecked, immobile or inoperative vehicles must be parked within a garage or outbuilding. Truck-tractors and/or semi-trailers are prohibited. Commercial two-axle vehicles, which are twenty (20) feet in length or greater are not permitted to park anywhere within the Record of Survey.

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 to be relocated from other locations are also not permitted.

Section 9: Temporary Structures. No structure of a temporary character (such as a tent, shack, barrack, garage, barn or other outbuilding) shall be used on any Tract as a family dwelling, either temporarily or permanently. This covenant shall not restrict the homebuilder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings. Temporary construction tool shed or shelter will not be allowed to remain on a site more than 12 months after the date which construction started.

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 Howe Acres; (2) One sign for not more than 5 square feet advertising the property for sale or rent; and (3) Signs of no more than 32 square feet used by a builder to advertise the property during the construction period only, (4) Signs of no more than 12 square feet to identify property ownership.

Section 11: Single Family Home sites/further Division Restrictions. No structure other than one private single-family dwelling together with a private garage and/or appropriate outbuildings and barns as provided for herein after shall be erected, placed, or permitted to remain on any of the Tracts. **No Tract within the Record of Survey may be further divided into smaller Tracts.**

Section 12: Antennas and Satellite Dishes. One (1) television antenna (and/or a specialty antenna utilized for purposes other than television) is acceptable provided the same is less than twenty-five feet (25') in height. Television satellite dishes two feet (2') or less in diameter which are affixed to a home, or which is situated within twelve feet (12') of the side of a home, is acceptable.

ARTICLE V: STANDARDS RELATING TO IMPROVEMENTS

Section 1: General. The following standards created a minimum code of uniformity for the construction of homes and/or outbuildings within the Record of Survey.

Section 2: Minimum Square Footage. The principal dwelling on any Tract must have a minimum fully enclosed ground-floor area devoted to living purposes of no less than sixteen hundred (1600) square feet; except if said dwelling has multiple levels, the 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, walkout basement, porches, terraces and attached garages. Height of principle dwelling shall not exceed 35 feet

Section 3: Additional 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 Improvements/Minimum Building Setbacks. .

With respect to the location of improvements upon a Tract, the minimum setback for all property lines is to be 50 feet.

With the exception of 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: Outbuilding. No more than two (2) outbuildings (including barns) shall be permitted on any Tract. The maximum size of any outbuilding shall be 3600 square feet and the maximum height of the sidewalls and/or eaves of any outbuilding shall be 16.00 feet.

The additional criteria for home exteriors (in Section 3 above) do not apply with respect

to outbuildings.

Section 7: Barns. In addition to an outbuilding as provided for in the preceding section, one (1) barn/stable facility shall be permitted on any Tract. The maximum size of any barn/stable facility shall be 3600 square feet and the maximum height of the sidewalls and/or eaves of any barn/stable facility shall be 16. feet.

The additional criteria for home exteriors (in Section 3 above) do not apply with respect to barns. Engineered prefabricated metal barns shall be permitted.

Section 8: 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. The approach must be permitted and built to county standards for Albany, Wyoming. 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.

Section 9: Utility Connections. All utility lateral and/or service extensions from the main line to the home and/or other improvements shall be underground.

Section 10: Fences. 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 sheep wire, or steel "T-posts". Owner must keep fencing in a state of good repair and must promptly remove any accumulation of trash and/or debris against the same.

Section 11: Maintenance of Homes and Improvements. 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.

Section 12: Outside Flood/Area Lights.

A. Definitions

1. Glare means the sensation produced by light that is sufficiently greater than the light, which the eyes are adapted to cause annoyance, discomfort, or loss in vision performance or visibility.
2. Light Bulb means the component of the light fixture that produces the actual light. A bulb includes, without limitation, a lamp or tube.
3. Light Fixture means the complete lighting unit.
4. Light Pollution means light that is emitted into the atmosphere that alters the appearance of the night sky or interferes with astronomical observation.
5. Light trespass means light projected onto a property or roadway from a light

source located on a different property.

B. Purpose. The purposes of the outdoor lighting standards are to:

1. Provide adequate lighting for safety and security;
2. Promote efficient and cost effective lighting and to conserve energy;
3. Reduce light pollution, light trespass and glare;
4. Provide sensitive nighttime environment that includes the ability to view stars against a dark sky;
5. Protect public health, safety and welfare

C. Scope. Compliance with these requirements is required on all lots.

D. Prohibitions.

1. Laser source lights or similar high intensity light used for outdoor advertising or entertainment.
2. Searchlights used for advertising or entertainment.

E. Outdoor light sources. 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.

Light levels measured twenty (20) feet beyond the property line of the parcel where the light fixture is located shall not exceed one tenth (1/10) foot-candle as a direct result of the adjacent property's lighting. This restriction shall only apply if the property upon which the measurement is taken is used for residential purposes or a public right-of-way.

F. Exceptions. Those outdoor lighting standards shall not apply to the following types of exterior lighting:

1. Ornamental lighting: ornamental landscape lighting fixtures;
2. Government required lighting. Lighting for aviation, towers, street lights, or other purposes which are required by state or federal law;
3. Seasonal lighting displays;
4. Illumination of United States flags as long as the light source is shielded and not visible from any adjacent property;
5. Customary agricultural practices.

G. Variances. The planning director may grant variance from these provisions if the planning director finds:

1. There are special circumstances or conditions applying to the land, buildings,

- or outdoor light fixtures for which the variance is sought, which are peculiar to the land, buildings, or outdoor light fixtures and do not apply generally to the land, buildings, or outdoor fixtures in the neighborhood;
2. Upon a finding by the Planning Director that outdoor lighting in specific areas of the community is not adequate and additional lighting is necessary to improve safety or security for the property;
 3. The granting of the variance will generally be consistent with the purpose of this section and will not be injurious to the neighborhood or otherwise detrimental to the public welfare;
 4. The variance is the minimum variance that provides the relief required.

Section 13: Rebuilding or Restoration. If any residence or other improvement is destroyed in whole or in part by fire, windstorm or from some other cause, it must be rebuilt or all debris must be removed and the Tract restored to a slightly 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 the damage occurred unless a longer period is otherwise approved by the Committee due to unusual circumstances.

Section 14: Commencement and completion of construction once construction begins, any home or improvements or alteration thereto shall be diligently perused to completion. All homes and other improvements on any tract shall be substantially completed within one year after commencement of construction.

Section 15: All new wells drilled on any tract must constructed according to all State of Wyoming and Albany County regulations. It must be 120' deep and encased 20' deep in concrete.

ARTICLE VI: LANDSCAPING

Section 1: Landscaping. In order to enhance each Tract and home site and to promote a harmonious and integrated appearance among all Tracts, the following minimum landscaping standards shall apply:

- A. **Trees.** Within two (2) years after the completion of construction of the primary residence, an Owner shall plant and maintain no less than ten (10) trees of any variety which have the following minimum height requirements: Any coniferous tree shall be no less than four (4) feet tall when planted and any deciduous tree shall be no less than eight (8) feet tall when planted. Nothing herein shall be construed to prohibit an Owner from planting any number of trees less than the minimum height

requirements in addition to the required ten (10) trees, which meet the minimum height requirements. No unsightly shelter or wind protection from trees such as used tires shall be permitted.

- B. Turf/Yards. Soil immediately surrounding a home site, which has been disturbed during the construction phases, shall be reseeded with a native turf mix or other grass of Owner's choice within one (1) year after the completion of construction of the primary residence. The use of drought-resistant and/or low-maintenance grass is encouraged for purposes of a groomed lawn. Trees, shrubs, or other landscaping elements such as rocks, wood chips, bark and mulched or graveled materials are also acceptable. Drip irrigation systems for trees and/or shrubbery are permitted without restriction.

ARTICLE VII: ANIMALS

Section 1: Domestic Pets. Commonly accepted domestic pets may be kept on all Tracts provided they are not maintained or kept for commercial 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 of Owner's tract.

Section 2: Horses or Llamas. Horses and/or Llamas shall be permitted on all Tracts within the Record of Survey subject to the following conditions and requirements:

No more than a total of two (2) horses and or Llamas, collectively, may be kept for recreational purposes on each Tract. The maximum number of horses and/or llamas per tract may be exceeded by one (1) horse and/or llama only in the event of the birth of an offspring; however, this exception shall expire after one hundred and eighty (180) days. In any case where an Owner elects to have horses and/or llamas, adequate barn/stable facilities and adequate non-grazing feeding arrangements must made. Under no circumstances any shall animals be kept on the tract until such time as the principle dwelling is constructed and occupied by one or more persons. **Under no circumstances shall extreme and/or severe grazing be permitted.**

The operation of commercial stables and/or riding arenas is prohibited. Approved barn/stables and/or corrals shall be maintained in compliance with the lawful sanitary regulations.

Section 3: Other Farm Animals. As a general proposition, other farm animals such as swine, chickens and the like shall not be permitted on a permanent basis. This covenant is not intended to prohibit 4-H, FFA or other similar non-commercial projects limited in scope.

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, or for restraining a future violation, for 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), or Declarants in the proceedings either to enjoin a violation or for the recovery of the 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 a different provision within these covenants.

Although it is a right, it is neither 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 any way 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 the Record of Survey 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 Laramie, State of Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated at the end of any such period 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) year period by a written instrument executed by two-thirds (2/3) or more of the then record Owners.

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 collectively be entitled to one (1) vote per Tract.

Section 3: **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 the Record of Survey and their respective heirs, successors, personal representatives and assigns.

Section 4: **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.

IN WITNESS WHEREOF, this Declaration of Protective Covenants has been executed
this 10th day of May, 2005.

David B. Pratt

Wendy C. Pratt

Shane M Cox

Loree K Cox

David B. Pratt
Wendy C. Pratt
Shane M Cox
Loree K Cox

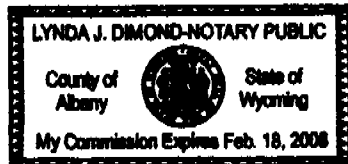
STATE OF WYOMING)

) SS

COUNTY OF ALBANY)

The foregoing "Declaration of Protective Covenants for Howe Acres" was acknowledged
before me by: David B. Pratt and Wendy C Pratt and Shane M Cox and Loree K. Cox, this 10th
day of, 2005. Witness my hand and official seal. My commission expires: 2/18/08.

seal



Notary Public *Lynda J. Dimond*