

PROTECTIVE COVENANTS  
FOR  
SOLDIER SPRINGS ESTATES

WHEREAS, the undersigned is the owner of real property located in the County of Albany, State of Wyoming, legally described on Exhibit "A" attached hereto and incorporated herein by reference and hereinafter referred to as "the Property"; and

WHEREAS, the undersigned desires to provide for the maintenance of roads and desires to establish certain standards covering the Property by means of protective covenants to insure the lasting beauty, value, and enjoyment of the Property, and to this end, together with such additions as may hereinafter be made thereto, the covenants, restrictions, easements, charges, and liens as hereinafter set forth; and

WHEREAS, the undersigned deems it desirable for the efficient preservation of the values and amenities of the Property to create an agency to which should be delegated and assigned the powers and duties of maintaining and administering the roads and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the undersigned will incorporate under the laws of the State of Wyoming as a non-profit corporation, the Soldier Springs Estates Association, hereinafter referred to as "the Association", for the purpose of exercising the functions aforesaid;

THEREFORE, the undersigned does hereby publish and declare that in addition to the ordinances of the County of Albany, State of Wyoming, the following terms, covenants, conditions, easements, restrictions, reservations, limitations, uses, locations, and obligations shall be deemed to run with the land and shall be a burden and benefit to the undersigned, his successors, and assigns, and any persons or entity acquiring or

owning an interest in the real property and improvements, their successors and assigns.

1. SOLDIER SPRINGS ESTATES ASSOCIATION

A. FORMATION OF ASSOCIATION. At such time as two-thirds (2/3) of the lots have been sold, the undersigned shall be responsible for properly notifying and conducting a meeting of the landowners for the purpose of electing directors and formally establishing the Soldier Springs Estates Association. A copy of the minutes including a list of all owners present and officers elected shall be submitted to the Albany County Planning Office by the secretary of the Association.

B. MEMBERSHIP AND VOTING RIGHTS. Every owner of a lot within the Property shall become a member of the Association upon acquisition of said lot. Membership shall be appurtenant to and may not be separated from ownership of the lot. Membership shall pass with the sale of a lot, which sale may be by deed or by installment land contract. Each owner shall have one (1) vote per lot owned and shall be entitled to vote as provided in the Articles of Incorporation and By-Laws of the Association. When more than one (1) person or entity holds a beneficial interest in a lot, as a joint tenant, tenant in common, or otherwise, all such persons shall be members of the Association but shall be considered as only one (1) owner for voting purposes.

C. BOARD OF DIRECTORS. The governing body of the Association shall be the Board of Directors, as provided in the Articles of Incorporation and the By-Laws of the Association.

2. LAND USE AND BUILDING TYPE. No building shall be erected, placed or permitted to remain on any lot except a single-family dwelling with a private attached or unattached garage, unattached pump house, non-residential outbuildings and structures such as a barn, stable, or corral for use specifically in connection with the care of livestock permitted under these covenants, and no more than two (2) permanently constructed guest

houses. No lot shall be further divided to create additional lot(s) or tract(s).

STRUCTURE QUALITY AND SIZE. No family dwelling shall be permitted on any lot where the ground floor area of the structure, exclusive of awnings, cornices, canopies, porches and garages, is less than 1,250 square feet in the case of a one story structure, or less than 900 square feet in the case of a dwelling which is more than a one story structure; provided that the total area of both stories is not less than 1,500 square feet. In the case of a split-level house, the lower floor of which is not over twenty-four (24) inches below the finished grade, and where there is less than a story height difference in levels shall be considered as the ground floor area. A split-level house of three (3) levels with one (1) level directly above another shall be considered as a structure of more than one (1) story. No building, outbuilding or structure of any kind that have been used in another location shall be moved onto any lot. No building, outbuilding or structure of any kind shall be constructed or partially constructed from previously used materials, where such material is exposed after the building or structure is completed, except for used brick or stone.

A water or sewer facility constructed or installed by an owner on any lot shall strictly comply with all building codes and health department regulations of Albany County, Wyoming, or such other governmental entity as may have jurisdiction over the lot.

No building or other structure shall be located so as to interfere with any right-of-way easement. There shall be a right-of-way easement thirty (30) feet in each direction from the center line of all access roads as set forth on Exhibit "B". There shall be a twenty (20) foot utility easement adjacent to and parallel with all road right-of-ways, lot lines, and section lines. There shall be utility guying easements on all lots as required by the appropriate utility companies.

TEMPORARY RESIDENCE. No trailer, mobile home, or structure of a temporary character such as a basement, or accessory building shall be occupied as a residence. A pickup camper, camper trailer, or motor home, may occupy a lot if the lot has a permanent residence thereon. A pickup camper, camper trailer, or motor home, may occupy a lot for a period not to exceed twelve (12) consecutive months for construction purposes during the construction of the initial residence.

3. ROADS. All roads within or providing access to the lots shall be considered as private roads for the private use of the members of the Association and their guests and invitees.

Albany County, State of Wyoming, and any other governmental or quasi-governmental body having jurisdiction over the Property shall have access and right of ingress and egress over and across the roads for purposes of providing governmental or municipal services. The undersigned, his successors and assigns, reserves the use of said roads for access to SE $\frac{1}{4}$ , Section 13, Township 15 North, Range 73 West of the 6th P.M.

ROAD MAINTENANCE. The Association shall be obligated to maintain the roads and to bear the costs thereof. The cost which shall be paid by each lot owner shall be determined by dividing the total cost of maintenance by the total number of lots, and the owner of each lot shall pay his proportionate share of said costs.

4. FENCES. Fences are required to be constructed within twelve (12) months from date of purchase on the exterior boundary of the lots provided, however, that no fence shall be constructed as to interfere with the easement required for access to any lot. Cattle guards may be installed but in the event of the installation of a cattle guard, a gate shall be installed. New or like new material must be used in fence and cattleguard construction. No railroad ties shall be used in the construction of said fences.

5. LIVESTOCK AND ANIMAL CONTROL. Lots may be used for the grazing and production of livestock such as cattle, horses,

goats, and sheep. Livestock shall be properly cared for with adequate maintenance, food, and shelter. Overgrazing is prohibited. The owner shall fence the lot prior to the time livestock are allowed on the lot.

No domestic animal, including, but not limited to, dogs and cats, may be allowed at any time to run free, roam at large, or leave the confines of the owners' lot. No dog weighing over twenty (20) pounds at maturity will be allowed to remain on any lot. This section is intended to assure that domestic animals do not harass wildlife or livestock.

6. REFUSE AND RUBBISH. Rubbish, refuse, garbage, and other waste shall be kept within covered containers, shall not be allowed to accumulate on a lot, and shall be disposed of in a sanitary dumping ground for such materials. All containers shall be kept in a neat, clean, sanitary condition. No trash, litter, or junk shall be permitted to remain exposed upon a lot and shall not be visible from public or access roads, adjoining or nearby lots. No hazardous or toxic waste may be disposed of on any lot.

7. NUISANCE. No obnoxious or offensive activity or commercial business or trade shall be carried on upon any lot, except that professional offices such as, but not limited to, those of a doctor, lawyer, dentist, or engineer may be maintained within the residential building. No industrial development or mining of limestone is allowed. Ungaraged, inoperative automobiles, machines, or other equipment except antiques which remain on a lot for more than ninety (90) days is considered a nuisance.

The Association shall control noxious weeds and pests on the easements dedicated for the benefit of the lot owners. Noxious weeds and pests on individual lots are to be controlled by the individual lot owners. Land on which the natural vegetation is disturbed shall be reseeded by the lot owner to prevent soil erosion.

8. ENFORCEMENT. Enforcement of these covenants shall be by appropriate legal proceedings against those persons violating or

attempting to violate any covenant. Such judicial proceeding shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, assessments, or for such other and further relief as may be appropriate. The failure to enforce or to cause the abatement of any violation of these covenants shall not preclude or prevent the enforcement thereof of a further or continued violation of these covenants; whether said violation shall be of the same, or a different provision within these covenants.

9. SEVERABILITY. Should any part of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

10. DURATION AND ALTERATION. These covenants shall run with the land, and shall be binding upon all persons owning lots and shall be in effect for a period thirty (30) years from and after the date these covenants have been filed of record, after which period said covenants shall cease to be and be of no further force and effect unless the owners of a majority of the lots shall elect in writing to extend said covenants for an additional specified period, at which time these covenants shall cease to be and be of no further force and effect unless similarly extended for an additional period or periods. Provisions for maintenance of the roads shall not be permitted to lapse with the other covenants unless other provisions are made for continuation of said road maintenance.

The Protective Covenants may be altered in whole or in part at any time the then owners of two-thirds (2/3) of the lots elect through a duly written and recorded instrument.

11. GENERAL PROVISIONS. The undersigned, his successors and assigns, shall have the right to bring within the scheme of these Protective Covenants and the structure of the Association additional properties in accordance with a general plan of development. Such additions shall be made by filing of record a supplement to these Protective Covenants. Such supplement may

contain such additional modifications of these Protective Covenants as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of these Protective Covenants.

IN WITNESS WHEREOF, I have set my hand and seal this 30<sup>th</sup> day of Oct., 1985.

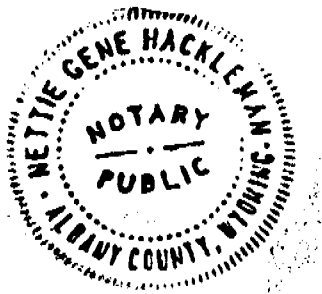
Richard E. Strom  
Richard E. Strom

STATE OF WYOMING)  
  ) ss.  
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by Richard E. Strom this 30th day of October, 1985.

Nettie Gene Hackleman  
Notary Public

My Commission expires: My Commission Expires  
July 15, 1986



HAMMOND LAND SURVEYING, INC.

PHONE 307-742-0670

1369 A North 4th

LARAMIE, WYOMING 82070

Mailing Address:  
P.O. Box 471  
Laramie, Wyoming 82070

June 25, 1985

Dick Strom  
JOB # 84-021  
Legal Description

AMENDED STROM BOUNDARY

"A tract of land situated in Sections 22 and 23, T. 15 N., R. 73 W. of the 6th Principal Meridian, Albany County, Wyoming, more particularly described as follows:

Beginning at the Northeast corner of Section 22 which is a well-set stone;

THENCE N 88° 46' 40" W, along the North line of Section 22, 540.46 feet to a point in a fence line;

THENCE S 52° 16' 40" E, along said fence, 683.87 feet to a point on the East line of Section 22 which bears S 0° 05' 01" E, 406.89 feet from the Northeast corner of said Section;

THENCE S 52° 16' 40" E, along said fence, 599.77 feet to a point;

THENCE S 41° 57' 24" E, along said fence, 1266.13 feet to a point;

THENCE S 43° 13' 52" E, along said fence, 330.50 feet to a point;

THENCE S 40° 50' 12" E, along said fence, 172.84 feet to a point;

THENCE S 39° 34' 09" E, along said fence, 1176.60 feet to a point;

THENCE S 62° 19' 10" E, along said fence, 943.93 feet to a point;

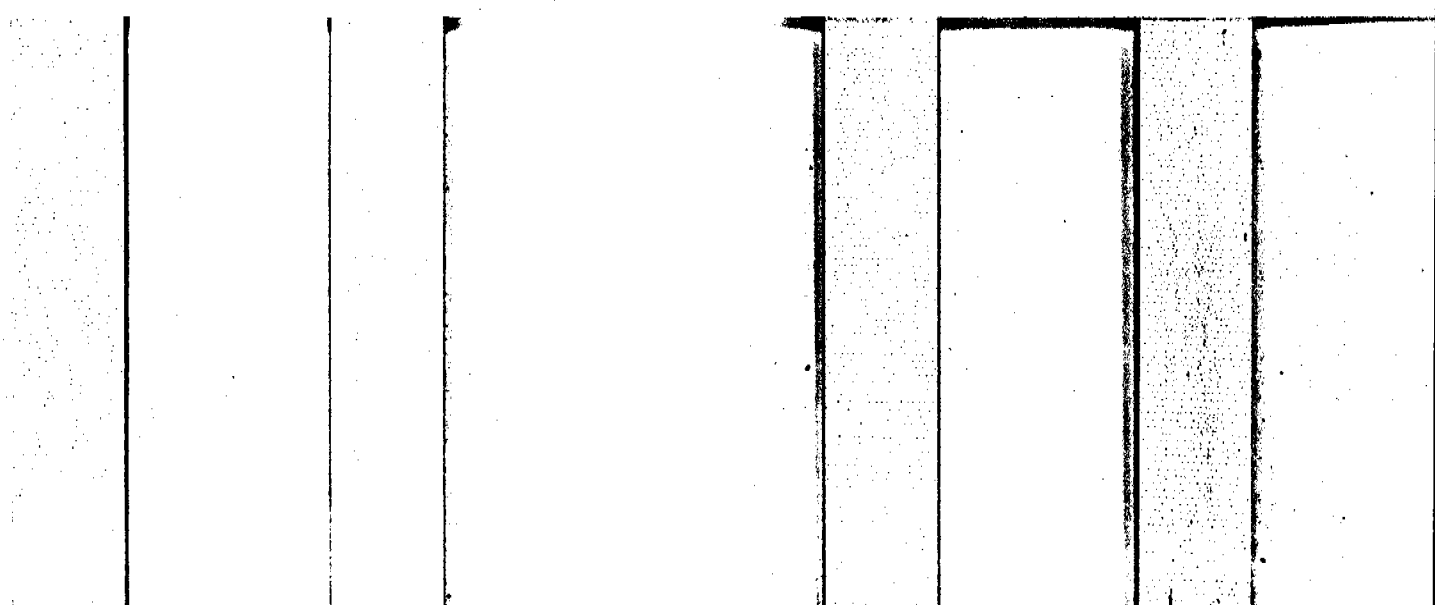
THENCE S 57° 07' 59" E, along said fence, 852.02 feet to a point

on the proposed Northerly Right-of-Way of Albany County Road No. 22;

THENCE S 89° 10' 15" E, along said Right-of-Way, 30.74 feet to a point;

THENCE S 45° 14' 16" E, along said Right-of-Way, 1831.72 feet to a point on the East line of Section 23 which bears N 0° 06' 16" W, 103.43 feet from the Southeast corner of said Section;

REGISTERED LAND SURVEYOR IN WYOMING AND COLORADO





PROPOSED STROM BOUNDARY  
(continued)

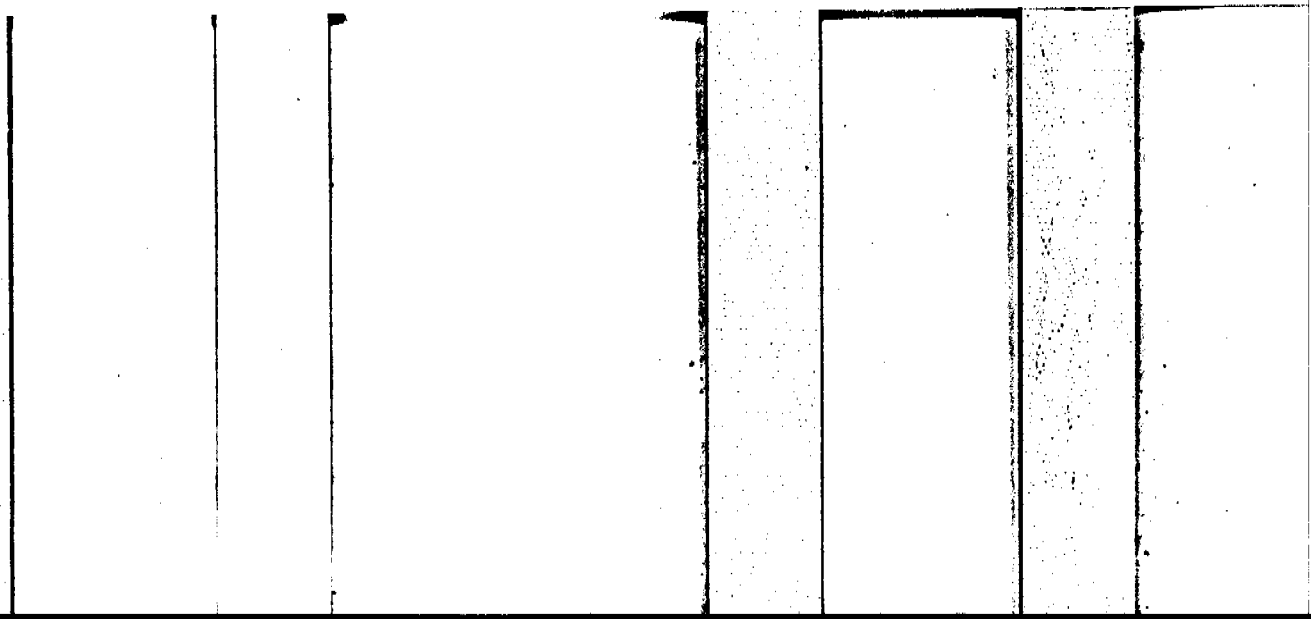
THENCE N 0° 06' 16" W, along said East line 2541.74 feet to the East ¼ corner of said Section which is a well-set stone;

THENCE N 0° 09' 28" W, along said East line 2643.34 feet to the North-east corner of said Section which is a well-set stone;

THENCE S 89° 59' 04" W, along the North line of said Section, 2642.15 feet to the North ¼ corner of said Section which is a well-set stone;

THENCE N 89° 59' 00" W, along said North line, 2639.21 feet to the point of beginning.

Said tract containing 351.112 Acres, more or less with bearings referenced to the North line of the NW¼ of Section 23 as N 89° 59' 00" W."



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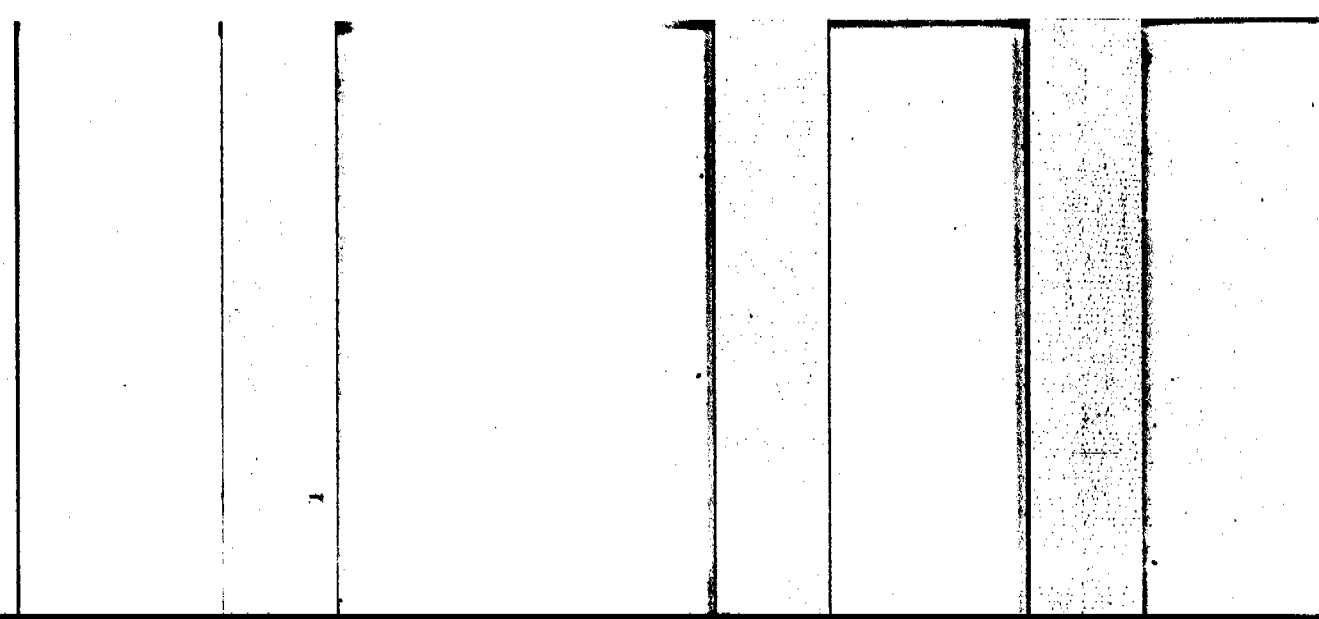
February 27, 1985

LEGAL DESCRIPTION OF ACCESS ROAD IN SECTION 23  
JOB #84-021

"A tract of land located in Section 23, Township 15 North, Range 73 West of the 6th Principal Meridian, Albany County, Wyoming more particularly described as follows:

- Beginning at the northeast corner of said Section 23, which is a well set stone;
- THENCE S 00° 09' 28" E., along the east line of said Section, 60.00 feet to a point;
- THENCE S 89° 59' 04" W., parallel with the north line of NE¼ of said Section, 1237.65 feet to a point;
- THENCE S 00° 00' 56" E., 3886.73 feet to a point on the proposed Albany County Road #22 northern right-of-way;
- THENCE N 45° 14' 16" W., along said right-of-way line, 73.60 feet to an angle point in proposed right-of-way;
- THENCE N 89° 10' 15" W., along said right-of-way, 7.76 feet to a point;
- THENCE N 00° 00' 56" W., 2289.77 feet to a point;
- THENCE S 89° 59' 04" W., 2761.02 feet to a point in a fence line;
- THENCE N 41° 57' 24" W., along said fence 1119.21 feet to a point;
- THENCE N 52° 16' 40" W., along said fence 599.77 feet to a point on the west line of said Section 23;
- THENCE N 00° 05' 01" W., along the west line of said Section, 75.94 feet to a point;
- THENCE S 52° 16' 40" E., 651.74 feet to a point;
- THENCE S 41° 57' 24" E., 1097.88 feet to a point;
- THENCE N 89° 59' 04" E., 2734.27 feet to a point;
- THENCE N 00° 00' 56" W., 1545.00 feet to a point on the north line of said Section;
- THENCE N 89° 59' 04" E., along the north line of said Section, 1297.50 feet to the point of beginning.

Said tract contains 13.27 acres more or less. Bearings are referenced to the north line of the NE¼ of Section 23 as being N 89° 59' 04" E."



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LARAMIE, WYOMING 82070

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February 27, 1985

ROAD DESCRIPTION IN SECTION 22  
JOB #84-021

"A tract of land located in the NE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 22, Township 15 North, Range 73 West of the 6th Principal Meridian, Albany County, Wyoming more particularly described as follows:

Beginning at a point on the north line of said Section which bears N 88° 46' 40" W., 540.46 feet from the northeast corner of Section 23 which is a well set stone;

THENCE S 52° 16' 40" E., 683.87 feet to a point on the east line of said Section;

THENCE N 00° 05' 01" W., along said east Section line, 75.94 feet to a point;

THENCE N 52° 16' 40" W., 556.24 feet to a point on the north line of said Section;

THENCE N 38° 46' 40" W., 100.87 feet to the point of beginning.

Said tract contains 0.854 acres, more or less. Bearings are referenced to the north line of Section 22 as being N 88° 46' 40" W."

REGISTERED LAND SURVEYOR IN WYOMING AND COLORADO

