



First American Title™

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**DECLARATION OF PROTECTIVE COVENANTS**  
For  
3782 COUNTY ROAD 215, CHEYENNE WYOMING, 82009  
Owned by Gregory Selin

Described as: All that tract or parcel of land being a portion of the South half (S1/2) of Section 32, Township 15 North, Range 64 west, 6<sup>th</sup> p.m., County of Laramie, State of Wyoming, and being more particularly described as follows:

Beginning at the Southeast corner of said Section 32 T15N R64W, 6<sup>th</sup> P.M., being a found record white Claystone monument; THENCE N89 degrees 43' 22" W along the South line of aforesaid Section 32, for a distance of 1331.03 feet to a set 1-1/2 inch diameter aluminum cap on a rebar marked "S.D.DAWSON WY LS 555", also being the typical monument (TYPMON) to follow, THENCE N00 degrees 18' 36"W for a distance of 1301.00 feet to a point which is a set TYPMON, THENCE N89 degrees 27' 46" E a distance of 1331.82 feet to a point which is a TYPMON, THENCE S00 degrees 16' 24" E along the East boundary of the aforesaid Section 32 for a distance of 1319.92 feet, more or less, to the point of beginning.

Said parcel contains 40.05 acres of land, more or less.

1.0

This Declaration of Protective Covenants is intended to protect and enhance the value, desirability and attraction of all who reside here.

2.0

It is intended that this property shall be used and occupied as a rural "ranchette" residential home site.

3.0

- A. Use of property: one private, single-family dwelling, together with a private attached or detached garage for no more than 3 cars;
- B. Manufactured, Modular or stick built home on a permanent concrete foundation is acceptable;
- C. One outbuilding with maximum 1,800 sq. ft. and maximum sidewall height of 14 ft;
- D. One barn with maximum 2,400 sq.ft. and maximum sidewall height of 14 ft;

4.0

All buildings shall meet with existing City/County building codes pertaining to new construction.

- A. All construction shall be new and must comply with all applicable building codes, rules, regulations and requirements, all applicable zoning laws, and the minimum building standards as set forth by:

Uniform building code  
Uniform plumbing code  
Uniform mechanical code  
Uniform electrical code  
Manufactured Homes Association

- B. All dwellings, buildings and other improvements are to be kept in a state of good condition and repair at all times.
- C. Property shall not be used or maintained as a dumping ground for rubbish or junk, specifically junked vehicles, unlicensed vehicles, vehicles that are not in running condition or are in a state of disrepair, or appliances and similar objects. Trash, garbage or other waste shall be kept only in sanitary containers.
- D. During construction, it shall be the property owner's responsibility to insure all construction related trash, waste materials and debris are contained. Property owner shall pick up and dispose of any materials that may blow into easements, right-of-ways or against fences.

5.0

Home occupations are allowed with the following restrictions:

- A. There shall be no offensive noises or smoke.
- B. No display of business materials, goods, supplies or equipment.
- C. There shall be only incidental sales to customers and/or clients permitted on the premises. Retail trade or any other business activity involving customer traffic on a non-incidental basis is prohibited.
- D. Livestock permitted with additional electric fencing inside property fence to protect animals from interacting with bordering property owner's animals. No more than 2 dogs, 2 cats and up to 6 animals classified as livestock.
- E. Owner shall keep all pets contained on their property at all times.

6.0

Set-backs are as follows:

- A. No buildings shall be located nearer than 150' from east property easement.
- B. No buildings shall be located nearer than 75' from right-of-way
- C. No buildings shall be located nearer than 25' from north, south, and west property lines.
- D. No building shall be built over the current phone lines.
- E. Property owner shall allow access for phone line maintenance repair at any time such work is necessary, and owner of 3782 County Road 215, Cheyenne Wyoming, 82009, shall pay 1/3 of the cost of maintenance and repair. Phone line enters the property on the west boundary to existing home then proceeds north to adjacent property.
- F. Phone line is owned by Greg & Kim Selin. The phone line may be terminated at a later date at which time property owner would share the cost of a new phone line to be installed at a later date in the current easement for electric service. Cost split shall be limited to that portion from Qwest pedestal at east end of Chuckwagon rd east to

electric pole that provides electric service to 3782 County Road 215, Cheyenne Wyoming, 82009.

- 7.0 This Declaration and all restrictions set forth herein runs with the land and shall be binding on all owners of 3782 County Road 215, Cheyenne Wyoming, 82009.
- 8.0 This Declaration may be amended at any time by an instrument signed by at least a majority of adjacent property owners to the west, south, north and current owner of 3782 County Road 215, Cheyenne Wyoming, 82009.
- 9.0 This Declaration and any covenants, and conditions and restrictions set forth herein may be enforced by Greg and/or Kim Selin by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available.
- A. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees incurred by Greg and/or Kim Selin.

Signed: Gregory J. Selin

Dated: 10-28-05

State of Wyoming

SS

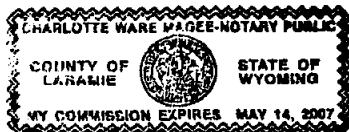
County of Laramie

The foregoing instrument was acknowledged before me by Gregory J. Selin  
this 28th day of October, 2005.

Witness my hand and official seal.

Charlotte Ware Magee  
Notary Public

My commission expires: 5-14-2007



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