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Rest. covenants including a performance agreement to certain of the early sales of lots in the heavy sales of residential covenants restrictions relate 42 UDC 30-2-10

RECORDED JAN 15 1979 AT 3:49 O'CLOCK P.M.
513585
Reception No. JANET G. WHITEHEAD, Recorder

DECLARATION OF PROTECTIVE COVENANTS
ANTELOPE HILLS

3rd FILING

KNOW ALL MEN BY THESE PRESENTS, That tracts 33 through 48 lying within ANTELOPE HILLS, a subdivision of Section 14 Township 14 North, Range 66 West of the 6th P.M. in Laramie County, Wyoming, are now owned and held subject to all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, and Dean M. and Winnie M. Woods, husband and wife, being the owners of all of said tracts do hereby covenant and agree that any subsequent grants of any of said lots shall be made subject to the following covenants and restrictions:

1. All tracts in all blocks in said subdivision shall be known and described as residential tracts and will be restricted by the covenants contained herein. It is intended that these residential tracts shall be used and occupied as small ranches or ranchettes, and that the owners will have full enjoyment of these ranchettes, subject, however, to the covenants contained herein.

2. An Architectural Control Committee of seven (7) members for ANTELOPE HILLS is constituted. This committee is composed of DEAN M. AND WINNIE M. WOODS and five (5) members to be chosen by the purchaser of tracts in ANTELOPE HILLS. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation of any kind for services performed pursuant to this covenant.

3. No building shall be erected, placed or altered on any residential tract until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans, specifications and plot plan have been submitted, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. No structure other than one private single family dwelling together with a private garage, and suitable barn for use in connection with said single family dwelling shall be erected, placed or permitted to remain on any of the residential tracts.

5. No structure of a temporary character, trailer, basement, tent, shack, barracks, garage, barn or other outbuildings shall be used on any tract as a family dwelling permanently, however, a temporary structure may be used while a permanent structure is being constructed, providing the period of use shall not exceed twelve (12) months. This covenant is not intended to prohibit a modular meeting the requirements of paragraph six (6) herein, located on a permanent foundation and meeting Federal Housing Administration standards. However, this covenant shall not restrict a building contractor or land developer from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of erecting and selling dwellings; provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever in their sole discretion the same have been on the premises an unreasonable length of time.

6. The principal dwelling shall have a minimum fully enclosed ground floor area devote to living purposes, exclusive of porches, terraces and garage, of 1,000 square feet; except that where the said principal dwelling is a 1½ or 2 story dwelling, the minimum may be reduced to 800 square feet of ground floor area, providing that the total living area of the 1½ or 2 floors is not less than 1,200 square feet.

7. No building shall be located on any tract nearer than thirty (30) feet of the front lot line.

8. No business nor activity of a noxious nature may be conducted upon any tract in this subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood.

9. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the State of Wyoming Department of Public Health. No septic tank or field system shall be nearer than fifty (50) feet to any building plot line except with the consent of the appropriate health officials of the County and State, and no sewage, waste, water, trash, garbage, or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the subdivision. No outside toilets or privies shall be permitted on any tract in this subdivision. All toilet facilities must be a part of the residence or garage and shall be of a modern flush type and connect with a proper septic tank system.

10. No tract shall be used or maintained as a dumping ground for rubbish or junk, specifically junked cars, unlicensed cars, appliances, et cetera. Trash, garbage, or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

11. No sign of any kind shall be displayed to the public view on any residential tract except one sign of not more than five square feet advertising the property for sale or rent, or except signs used by the builder to advertise the property during the construction and sales period.

12. Easements and rights of way as shown on the recorded plat are hereby reserved in this subdivision for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephones, sewer, water or any other public quasi public utility service purposes, together with the right of ingress and egress at any time for the purpose, of further construction and repair.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded agreeing to change said covenants in whole or in part.

14. Enforcement shall be any proceeding at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violations or to recover damages, or both.

15. Invalidation of any one of these restrictions by judgment

or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DATED THIS 24th DAY OF MARCH

Dean M. Woods
DEAN M. WOODS

Winnie M. Woods
WINNIE M. WOODS

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me this 24 day of March 1978



WITNESS MY HAND AND OFFICIAL SEAL:

Henry L. Choate
NOTARY PUBLIC

My Commission expires: 23 Feb 1981

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