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RECORDED MAY 15 1978 AT 11:20 O'CLOCK A.M.
483365
Reception No. JANET G. WHITMEAD, Recorder

BESTVIEW, a Partnership,)
CLEM A. HERZ and DAVID)
M. MCINERNEY)
)
to)
)
THE PUBLIC)

DECLARATION OF PROTECTIVE COVENANTS
OF
BESTVIEW

KNOW ALL MEN BY THESE PRESENTS, That all tracts lying within Bestview, a Subdivision of a part of the E&E₂, Section 5, Township 14 North, Range 66 West, 6th P.M., Laramie County, Wyoming, are now owned and held, subject to all the restrictions, conditions, covenants, changes and agreements contained in the within Declaration of Protective Covenants, and Bestview, a partnership, being the owner of all of said tracts, does hereby covenant and agree that any subsequent grants of any of said tracts shall be made subject to the following covenants and restrictions:

1. All tracts shall be known and described as residential tracts and will be restricted to the covenants contained herein. It is intended that residential tracts shall be used and occupied as small ranchettes, and that the owners will have full enjoyment of these ranchettes, subject however, to the covenants contained herein.
2. No structure other than one private, single family dwelling, together with a private garage and suitable barn or shed for horses, for use in connection with

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said single family dwelling, shall be erected, placed or permitted to remain on any of the residential tracts. No tract within the subdivision shall be subdivided into smaller tracts.

3. No structure of a temporary character, basement, tent, shack, barracks, garage, barn, trailer house, modular home or other outbuilding shall be used on any tract as a family dwelling, either temporarily or permanently. 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.

4. The principal dwelling shall have a minimum, fully enclosed ground floor area devoted to the living purposes, exclusive of porches, terraces, and garage, of one thousand (1,000) square feet; except that where the said principal dwelling is a 1½ or 2 story dwelling, the minimum may be reduced to eight hundred (800) square feet of ground floor area, providing that the area total living area of the 1½ or 2 story is not less than one thousand square feet.

5. No business or 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 neighbors.

6. 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.

7. No tract shall be used or maintained as a dumping ground for rubbish or junk, specifically junk cars, unlicensed cars, appliances, etc. trash, garbage or other

waste shall not be kept except in sanitary containers; all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, suitably screened from view from roadways.

8. No sign of any kind shall be displayed to the public view on any residential tract except one sign of not more than five (5) square feet advertising the property for sale or rent.

9. 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 or quasi-public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction and repair.

10. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five (25) 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.

11. Not more than three (3) horses, cows, bulls, sheep or other livestock shall be maintained on any tract. Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, or allowed to annoy neighbors.

12. Enforcement shall be by 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.

13. Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 11th day of May, 1978.

BESTVIEW

Clem A. Herz
Clem A. Herz

David M. McInerney
David M. McInerney

STATE OF WYOMING)
 : SS
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Clem A. Herz and David M. McInerney, this 11th day of May, 1978.

WITNESS my hand and official seal.



Betty A. Green
Notary Public

for and in consideration of Ten Dollars & Other Good & Valuable Consideration
in hand paid, convey and warrant to Eldon Giginiski and Patricia Giginiski,
husband and wife,

the following described real estate, situated in the County of Laramie State of Wyoming
to-wit: A portion of the E 1/2 E 1/2 Section 5, T. 14N, R. 66W, 6th P.M.,
Laramie County, Wyoming, containing 15 1/4 acres, more or less, and being
more particularly described as follows: Beginning at the northeast corner
of said Section 5; thence N 88 degrees 51' W; along the north boundary of
said Section 5, a distance of 358.2 feet to a point on the easterly R/W
line of County Road No. 6; thence S 0 degrees 24' E, along said R/W line,
a distance of 876.38 feet to a point; thence S 2 degrees 04' W, continuing
along said R/W line, a distance of 948.25 feet to a point; thence East, a
distance of 386.1 feet to a point on the east boundary line of said Section
5, which point is 3466.1 feet north of the southeast corner of said
Section 5; thence North, along the east boundary of said Section 5, a
distance of 1816.83 feet to the point of beginning.

The above described property is subject to the express condition that it
shall not be used for commercial purposes, nor shall any trailer house,
junkyard, basement house or a house containing less than 1,000 square feet
be built upon the property.

And the said grantors hereby covenant with
the said grantees that they are
lawfully seized of said premises; that they are free from encumbrances; and they warrant the
title thereto against the lawful claims of all persons whomsoever, except easements, covenants and
restrictions of record



Hereby releasing and waiving any and all rights under and by virtue of the Homestead Exemption Laws of this State.
Dated this, the 17th day of July, A. D. 1967.
Signed, Sealed and Delivered in Presence of
Margaret W. Cox [SEAL]
A. Murdock Cox [SEAL]



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

THE STATE OF WYOMING

COUNTY OF LARIMIE

On this 20 day of July 1967 before me personally appeared A. Murdock Cox and Margaret W. Cox, husband and wife,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

My commission (term) expires on the 27th day of December 1968.

Given under my hand and notarial seal, this 20th day of July 1967

James Gorman
Notary Public



126178

WARRANTY DEED

[Handwritten signature]

TO

State of

County of

This instrument was filed for record at

o'clock M. on the

day

of

A. D. 19

and duly recorded in book

on Page

of

County Clerk and Ex-Officio Registrar of Deeds

By

Deputy

Fees \$

Edwin J. Gorman
535 R. Rogers Rd.
Gorman