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**SURVEYOR'S CERTIFICATE**

I, J. A. Thornton, a Land Surveyor registered in the State of Wyoming, hereby certify that this plat was prepared from the field notes of an actual survey made under my supervision in June, 1980, and that it correctly and accurately shows the tracts, road, and boundary of the "Black Fox Subdivision" shown hereon.

*J. A. Thornton*  
 J. A. THORNTON  
 WYO. REG. 333, PERLS

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT:  
 ROBERT W. AND BEVERLY J. MASON, OWNERS IN FEE SIMPLE OF THE LANDS ENBRACED IN THIS PLAT AND DESCRIPTION OF BLACK FOX SUBDIVISION, DO HEREBY DECLARE THE SUBDIVISION OF SAID LAND, AS APPEARS ON THIS PLAT, TO BE THEIR FREE-ACT AND DEED IN ACCORDANCE WITH THEIR DESIRES, AND DO HEREBY GRANT THE EASEMENTS FOR THE PURPOSES INDICATED THEREON.

ROBERT W. MASON  
 BEVERLY J. MASON

ACKNOWLEDGEMENT  
 STATE OF WYOMING  
 COUNTY OF LARAMIE

THE DEDICATION INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ROBERT W. MASON AND BEVERLY J. MASON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1980.

Notary Public  
 By Commission Expires \_\_\_\_\_

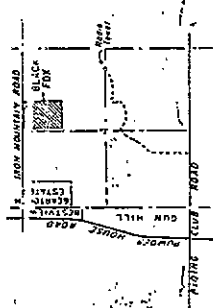
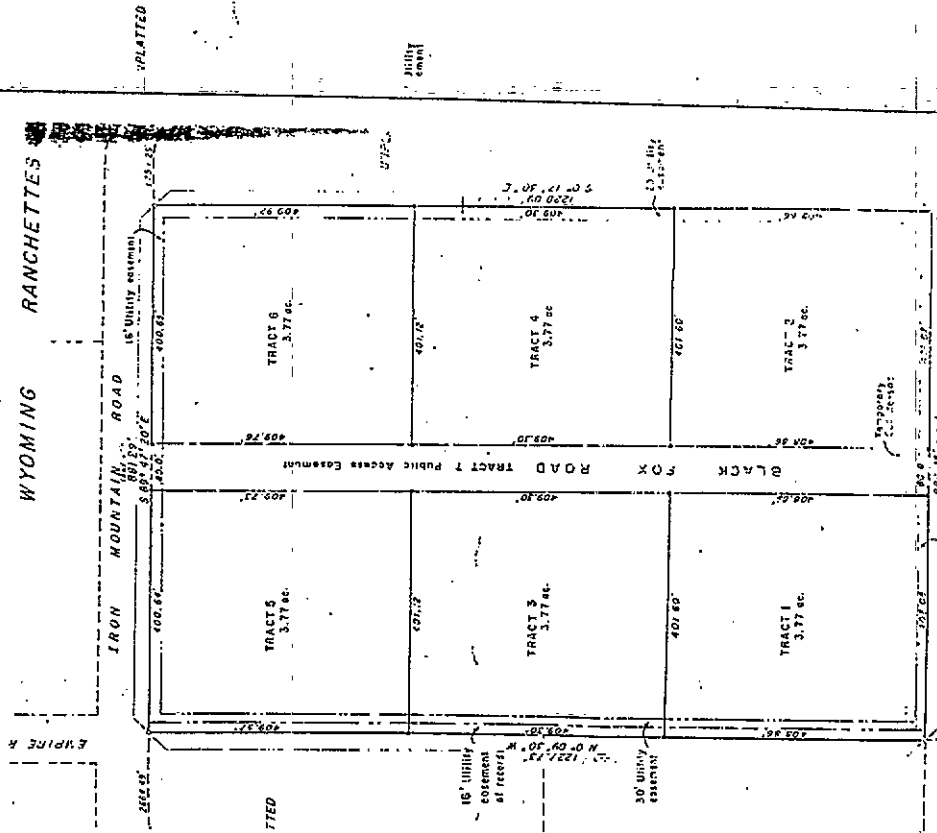
**APPROVALS**

APPROVED BY THE CHIEF ENGINEER, LARAMIE COUNTY REGIONAL PLANNING COMMISSION, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1980.  
 ATTEST: \_\_\_\_\_  
*Walter J. [Signature]*

ITEM  
 LOCAL SYSTEM  
 OF BLACK FOX ROAD

14 North West  
 24th, 6th  
 Cheyenne, Wyo.

**WYOMING RANCHETTES**



**VICINITY MAP**

**LAND USE BREAKDOWN**

Number of Tracts ..... 6  
 Size of Tracts ..... 3.77 acres  
 Roadway Area ..... 2.25 acres  
 Total Area ..... 24.33 acres

**ZONING**

BLACK FOX ..... 2-1  
 All others ..... 2-1

**NOTE -**  
 NO PROPOSED DOMESTIC WATER SYSTEM  
 NO PROPOSED PUBLIC SEWAGE DISPOSAL  
 NO PROPOSED PUBLIC MAINTENANCE OF B

**LEGAL DESCRIPTION**

A parcel of land situated in the Northwest Quarter of the N Quarter of Section 4, Township 24 North, Range 06 West, Principal Meridian, Laramie County, Wyoming, more particularly described as follows:

Beginning at a point on the North line of said Section 4, point bears N. 89° 47' 20" W. a distance of 1759.29 feet to the Northwest corner of said Section 4, thence S. 0° 17' 30" E. a distance of 226.09 feet, thence S. 89° 46' 00" W. a distance of 894.15 feet, thence N. 0° 09' 30" W. a distance of 1227.73 feet, thence S. 89° 47' 20" W. a distance of 861.29 feet to the Southeast corner, said parcel containing 24.33 acres, more or less.

Subject to easements, restrictions, encumbrances and other.

RECORDED JAN 14 1982 AT 3:40 O'CLOCK P.M.  
644832  
Reception No. \_\_\_\_\_ JANET C. WHITEHEAD, Recorder

STATE OF WYOMING  
COUNTY OF LARAMIE

SS:

Black Fox Subdivision

TO THE PUBLIC:

January 14, 1982

DECLARATION OF PROTECTIVE  
COVENANTS

The undersigned, being the owners in fee simple of the following described property situate in Laramie County, Wyoming, to-wit:

Lots in Black Fox, First Filing, a Sub-division in Laramie County, State of Wyoming, located in the N 1/2 of Section 4, Township 14 North, Range 66 West of the 6th Principal Meridian,

do hereby make this Declaration of Protective Covenants applicable to all of the described property.

1. One-Family Home-Owned Residential Use. No lot shall be used other than for a one family, home-owned residence. No structure shall exceed two stories in height and a private garage appurtenant thereto. Construction of residential units for lease or rental purposes is specifically prohibited.

2. Architectural Restrictions. Uniform quality of workmanship and materials, harmony of external design with existing structure, and location with respect to topography and finish grade elevations shall be afforded. All construction shall be new and no building or buildings may be removed from another location to any site within this subdivision. No wall shall be erected, placed or altered on any lot nearer to the street than the minimum building set-back line.

3. Dwelling Quality and Size. No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of the porch and garage, shall be less than 1700 square feet. All structures shall be constructed with a continuous brick, masonry, concrete or comparable building material in the foundation.

4. Building Locations. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines required by the Laramie County Zoning regulations or as may be restricted by any recorded plat which may be filed for a portion of the area described in and covered by these declarations. In any event, no building shall be located on any lot nearer than 50 feet to the front lot line or nearer than 25 feet to any side lot line except as is otherwise herein provided. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building.

5. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Occupancy conditions may be considered to be a nuisance to adjacent property in the event that activity adversely affects such adjacent owners resulting from activities of burning, noise, vermin, health hazards, pollution, odors, undesirable

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).

animals or their maintenance, and insect pests developing as a condition because of the nature of maintenance or care of the property.

6. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage and disposal of such material shall be maintained in a clean and sanitary condition. Removal of such refuse from the premises shall be accomplished at intervals of not less than once each month. No individual water supply system or sewage waste disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with requirements, standards and recommendations of the Wyoming State Department of Public Health and Laramie County zoning requirements.

7. Maintenance of Surface. Earth or gravel shall not be removed from the surface of the premises except for improvement or levelling on the tract involved. Landfill shall be earth only and shall exclude trash, refuse, junk, construction debris or similar materials. Stable conditions of the soil and vegetation shall not be destroyed or disturbed nor shall the surface drainage patterns be changed except in a manner which recognizes sound conservation requirements. All damage to soil and vegetation shall be immediately restored to a stable condition.

8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. One outbuilding for non-residential purposes of no more than 1000 square feet may be constructed on each lot.

9. Parking of Non-operative Vehicles. Parking of trailers, campers, trucks, or buses and otherwise large vehicles shall be limited to a period of 72 hours, when parked on the street in front of a residence or on the parking area between the front building line and the street. The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on a street in front of a residence or on the front driveway or on any parking area between the front building line of any residence and the street for more than 24 hours at any one time or as a repeated matter of practice. Autos, trucks, trailers and other similar vehicle shall under no circumstances be parked or stored outside of closed buildings either in front of the lot or upon any portion thereof unless such vehicles are either inclosed buildings or carry current Wyoming vehicles registration. Similarly, construction equipment, farm implements, industrial equipment and machinery or salvage items or their components shall not be stored in any event outside of closed buildings.

10. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot, one sign of not more than five square feet when used for the purpose of advertising the property for sale, or signs used by the builder to advertise the property during construction.

11. Livestock and Poultry. Commercial animal husbandry shall not be practiced in any form. Any domestic animals and household pets owned by occupants or owners of any portions of said lands shall be kept confined within owned or occupied premises. No more than three cats or three dogs or a total of three of either of such animals shall be kept and maintained as part of any single household within this area. No swine shall be permitted hereon. There shall be no more than two kennel animals per lot nor shall any grazing animals be permitted on any lot.

12. Subdivision Limitation and Planned Unit Development. No lot in this subdivision shall be subdivided. All plans and specifications for buildings to be constructed on any site shall be submitted to Robert W. and Beverly J. Mason for approval until such time as development of the current tract is complete and all lots have been sold. Thereafter an architectural control committee consisting of three members shall be appointed by Robert W. and Beverly J. Mason. Said members shall work without compensation. The record owners of a majority of lots shall have the power and authority, through a duly recorded instrument, to change the membership of the committee or to withdraw from the committee or change any of its powers and duties.

13. Mobile Home Conversion Prohibited. No mobile home shall be converted to a permanent dwelling on any site.

14. Hunting and Use of Firearms Prohibited. There shall be no hunting or use of firearms on any site in the above described property.

15. Raising of Commercial Crops Prohibited. At no time shall any resident engage in the growing of crops or food for commercial purposes. No farm implements or machinery shall be maintained on the premises.

16. Homeowners' Association. Every owner of a lot shall be a member of the Black Fox Homeowners' Association. Membership shall be appurtenant to and may not be separated from ownership of a lot. The association shall have two classes of voting members. Class A members shall be all owners with the exception of Robert W. and Beverly J. Mason, and shall be entitled to one vote for each lot owned. The Class B member shall be Robert W. and Beverly J. Mason, who shall be entitled to exercise two votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

A. Assessments. Each owner of a lot is hereby deemed to covenant by acceptance of his deed for such a lot, whether or not it is so expressed in his deed, to pay to the association annual assessments and special assessments. Such assessments will be established and collected as hereinafter provided. The annual and special assessments shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment shall also be a personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

B. Purpose. The annual assessments levied by the association shall be used exclusively to promote the health, safety and welfare of the residents in the subdivision, and for the improvement and maintenance of the common areas and of the homes situated within the subdivision, specifically including the maintenance and repair of all private streets within the subdivision.

C. Maximum assessment. Until January 1st of the year immediately following the conveyance of the first lot to the owner, the maximum annual assessment shall be \$1000. The association, by majority vote, may fix the annual assessment at an amount not in excess of the maximum for the initial period.

D. Special assessments; In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable only to that year only for the purpose of defraying in whole or in part of the cost of any construction, reconstruction, repair, or replacement of a capital improvement on any common area.

E. Annual assessments. From and after January 1st of the year immediately following the conveyance of the first lot to the owner, the maximum annual assessment may be increased each year not more than fifteen percent above the maximum assessment for the previous year. In no event shall annual assessments be less than \$500 per year for each lot owner.

F. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action under Sections C, D and E shall be sent to all members not less than five days in advance of such meeting. Voting by proxy shall be allowed. A majority of votes in each class of voting members is necessary for a quorum.

G. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

H. Commencement and collection of annual assessments. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The association shall fix the amount of the annual assessment against each lot at least 10 days in advance of the date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessment against a specific lot has been paid and shall, on or before February 15 of each year, cause to be recorded in the office of the county clerk of Laramie County, a list of delinquent assessments as of that date.

I. Effect of nonpayment of assessments. Any assessment not paid within 30 days of the due date shall be deemed in default. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

J. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

17. Term. 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 thirty years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to a change in said covenants in whole or in part.

18. Enforcement. In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area or adjacent to the area to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and in addition, to recover from the party so violating such protective covenants reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery of damages.

19. Severability. Invalidation of any one of these covenants 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 14 day of January, 1982

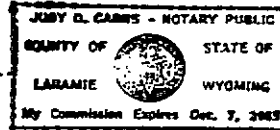
Robert W. Mason  
Robert W. Mason

Beverly J. Mason  
Beverly J. Mason

STATE OF WYOMING )  
COUNTY OF LARAMIE ) SS:

The foregoing instrument was acknowledged before me by ROBERT  
W. and BEVERLY J. MASON, owners of Black Fox Subdivision, this 14th  
day of January, 1982.

Witness my hand and official seal



My Commission Expires: December 7, 1985

Judy D. Carms  
Notary Public



DECLARATION OF PROTECTIVE COVENANTS ON CERTAIN LANDS, HEREIN  
DESCRIBED, IN TOWNSHIP 14 NORTH - RANGE 66 WEST AND 65W



THIS INSTRUMENT, made this 10 day of Sept. 1965, by and between the undersigned owners of land described herein, for their mutual benefit and protection, does hereby impose on said lands by unanimous consent the following protective covenants and restrictions on the use and occupancy thereof, such covenants to be considered and construed as inseparably connected with and to said property, and as covenants running with the lands herein described, binding upon the undersigned and their successors in interest, heirs, personal representatives, grantees and assigns.

The undersigned do hereby covenant that they, or any of them, will not at any time hereafter, convey or otherwise dispose of any land included in the property herein described, except upon and subject to such restrictions and conditions as are herein mentioned.

Said covenants thus imposed on the lands hereinafter described by the undersigned owners thereof are as follows:

- A. No noxious or offensive trade or activity, including wrecking yards, shall be established on any of the lands herein described, nor shall anything be done thereon which may be, or become, an annoyance or nuisance in the judgment of the parties hereto, their heirs and successors.
- B. No trailer, easement, tent, shack, garage, barn or other outbuildings shall at any time be used as a residence <sup>temporarily</sup> temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No unsightly structures or those which may constitute a nuisance shall be erected or maintained. No trailer courts or tourist camps shall be allowed.
- C. None of the lands described herein shall be used in any manner for storage, deposit or dumping of municipal, public or private waste materials, trash, garbage, refuse, junk, scrap iron, used cars, concrete, steel, wire, plaster, lumber, rock, dirt, debris, or any other property of like nature.

D. These covenants are to run with the land and shall be binding on all the parties hereto and all persons claiming under them, until January 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten years. They may be changed in whole or in part at any time by a vote of the majority of the then owners of the property. Any conveyance hereafter made shall be subject to the covenants herein set forth, whether set forth in the deed or omitted therefrom.

HENDERSON, GODFREY, KLINE & UCHNER  
ATTORNEYS AT LAW  
AMERICAN NATIONAL BANK BUILDING  
CHEYENNE, WYOMING



RECORDED FEB 23 1978  
508261



C O R R E C T I V E  
WARRANTY DEED

Roy W. Tibbetts, Jr. and Mac L. Tibbetts, husband and wife, grantors of Laramie County, State of Wyoming, for and in consideration of Ten Dollars and other good and valuable considerations in hand paid, convey and warrant to Victor Rutz and Vesta M. Rutz, husband and wife, of Laramie County, State of Wyoming, grantees, the following described real estate, situated in the County of Laramie, State of Wyoming, to-wit:

All that portion of Section 4, T. 14 N., R. 66 W., 6th P.M., Laramie County, Wyoming, being more particularly described as follows:

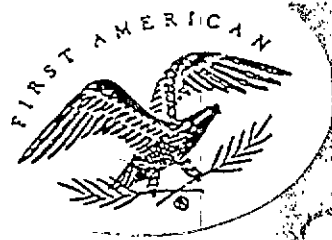
Beginning at a point on the North line of said Section 4, which point bears S. 89° 47' 20" E. a distance of 2664.49 feet from the Northwest corner of said Section 4; thence S. 0° 09' 30" E. a distance of 2451.50 feet; thence S. 89° 44' 40" E. a distance of 887.00 feet; thence N. 0° 17' 30" W. a distance of 2452.23 feet to a point on the North line of said Section 4; thence N. 89° 47' 20" W. along the North line of said Section 4, a distance of 881.29 feet to the point of beginning, as shown on the Survey Plat attached hereto as Exhibit "A".

This deed corrects that certain Warranty Deed filed for record on February 16, 1978 in Book 1186 at Pages 303-304 in the office of the County Clerk and Ex-Officio Register of Deeds of Laramie County, Wyoming.

Together with the right of ingress and egress from said real property at any time across the property immediately south thereof which is owned by the grantors, using the existing road, or such new road that might be established hereafter by the grantors, and reserving unto the grantors one-half of the ownership which they now have to the oil, gas, minerals, hydro-carbons found on or beneath the surface of the subject real premises.

This conveyance is made upon the following conditions:

1. That no house trailers may be used upon the premises for a dwelling house either temporarily or permanently and that no building or structure may be moved upon the premises for use as a dwelling house either temporarily or permanently.
2. That any residence constructed upon the premises shall have a ground floor area of not less than 900 square feet.
3. That no basement, which does not have a residence constructed above it, may be used as a residence, except that a basement may be used as a laundry house for not more than sixty (60) days when the



structure is being completed above said basement to be used as a permanent residence.

4. That no part of the said real property may be used for a hog farm, junk yard, nor shall said real property be used for any other purposes which would deface the property or which might in any way be noxious or offensive to the neighboring inhabitants.
5. That these conditions and covenants are binding upon the grantees and their heirs, executors, administrators and assigns and are for the benefit of and may be enforced by the grantors and any persons now or hereafter deriving an interest in real property in Section 4, T. 14 N., Range 66 W. 6th P.M., Laramie County, Wyoming, by or through the grantors herein or their grantees or assigns.

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 do warrant the title thereto against the lawful claims of all persons whomsoever.

Hereby releasing and waiving any and all rights under and by virtue of the Homestead Exemption Laws of this State.

Executed on this 13<sup>th</sup> day of November, 1978.

Roy W. Tibbetts, Jr.

Mae L. Tibbetts

STATE OF WYOMING )  
                          ) ss  
COUNTY OF LARAMIE )

On this 13<sup>th</sup> day of November, 1978, before me personally appeared Roy W. Tibbetts, Jr. and Mae L. Tibbetts, husband and wife, to me known to be the persons 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 rights and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal this 13<sup>th</sup> day of November, 1978.

Ellen Crowley  
Notary Public

My Commission Expires: September 15, 1979