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DECLARATION OF PROTECTIVE COVENANTS

N $\frac{1}{2}$, SEC. 14, T. 14 N., R. 66 W.
LARAMIE COUNTY

KNOW ALL MEN BY THESE PRESENTS, That the North $\frac{1}{2}$ of Section 14, Township 14 North, Range 66 West of the 6th P.M. in Laramie County, Wyoming, is now owned and held subject to all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, and WILLIAM and MARILYN J. CASNER, husband and wife, being the owners of all of said acreage do hereby covenant and agree that any subsequent grants of any of said acreage shall be made subject to the following covenants and restrictions:

1. An Architectural Control Committee of four (4) members for the N $\frac{1}{2}$, Sec. 14, T. 14 N., R. 66 W. is constituted. This committee is composed of WILLIAM and MARILYN J. CASNER and two (2) members or more to be chosen by the purchasers of tracts in N $\frac{1}{2}$, Sec. 14, T. 14 N., R. 66 W. 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.

2. 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.

3. No structure other than family dwellings together with a private garage and suitable barns for use in connection with said dwellings shall be erected, placed or permitted to remain on the tracts.

4. No structure of a temporary character, trailer, basement, tent, shack, barracks, garage, barn or other outbuilding 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 or mobile home meeting the requirements of paragraph five (5) herein, located on a permanent foundation and meeting Federal Housing Administration standards.

5. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1,000 square feet; except that where the said principal dwelling is a $1\frac{1}{2}$ 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 $1\frac{1}{2}$ or 2 floors is not less than 1,200 square feet.

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

7. 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 connected with a proper septic tank system.

8. 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.

9. Easements and rights of way as shown on the 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 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 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.

11. 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.

12. 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 16th day of August, 1974.

William Casner
William Casner

Marilyn J. Casner
Marilyn J. Casner



STATE OF WYOMING)
COUNTY OF LARAMIE) ss.



The foregoing instrument was acknowledged before me this 10th day of August, 1974, by William and Marilyn J. Casner.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC

My Commission expires: 23 February 1978