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RECORDED AUG. 27 1974 AT 7:15 OGDEN, IOWA
EXCEPTION NO. 334510 JOHN J. FURBER, Recorder

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 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 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.

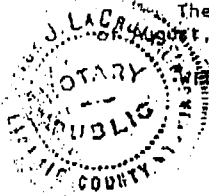
William Casner
William Casner

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.



J. L. Adams
NOTARY PUBLIC

My Commission expires: 23 February 1978

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

SILVER SAGE DEVELOPERS, INC.
To
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS
FOR
COLUMBIA SUBDIVISION

KNOW ALL PERSONS BY THESE PRESENTS that SILVER SAGE DEVELOPERS, INC., a corporation organized under the laws of the State of Wyoming, being the owners in fee simple of a portion of the Northwest Quarter, Section 14, Township 14 North, Range 66 West of the 6th P.M., Laramie County, Wyoming, know known as COLUMBIA SUBDIVISION, do hereby covenant, agree and make the following Declaration of Protective Covenants:

ARTICLE I: INTENT AND SCOPE OF COVENANTS

Section 1: **INTENT.** This Declaration of Protective Covenants is intended to facilitate and regulate the construction and placement of appropriate improvements within the subdivision, as well as the proper use of property, for the purpose of preserving and enhancing the value, desirability, and attractiveness of COLUMBIA SUBDIVISION.

Section 2: **SCOPE.** This Declaration of Protective Covenants applies to all of Tracts 1 through 7 of COLUMBIA SUBDIVISION, Laramie County, Wyoming and specifically incorporates by reference the DECLARATION OF PROTECTIVE COVENANTS filed in Book 1015, Pages 339 & 340; and DECLARATION OF PROTECTIVE COVENANTS OF CERTAIN LANDS, HEREIN DESCRIBED, IN TOWNSHIP 14 NORTH - RANGE 66 WEST AND 65 W recorded in Book 822, Pages 204 & 205 with the Laramie County Clerk of Deeds.

ARTICLE II: DEFINITION OF FREQUENTLY USED TERMS

Section 1: "Committee" shall mean and refer to the Architectural Control Committee as established pursuant to Article III of this Declaration of Protective Covenants.

Section 2: "Declarant" shall mean the present owners (Silver Sage Developers, Inc.) executing this Declaration of Protective Covenants.

Section 3: "Owner" shall mean and refer to the record owner(s), whether one or more persons, of fee simple title to any Lot (or in the event of a "Contract for Deed" transaction involving any Lot, the Purchaser(s) thereunder) but, excluding those having such interest solely as security for the performance of any obligation, in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof.

Section 4: "Subdivision" shall mean and refer to all of the real property within COLUMBIA SUBDIVISION subject to this Declaration of Protective Covenants as described above in Article I, Section 2 above.

Section 5: "Developer" shall mean Silver Sage Developers, Inc., their successors and assigns, if any such successors or assignee acquires an undeveloped portion of the Subdivision from the Declarant for the purpose of development.

Section 6: "Developer Control Period" shall mean the period commencing from the date hereof and ending on the date that the last Tract has transferred from Declarant to another owner in the Subdivision. During the Developer Control Period, the Developer

reserves the right to amend this Declaration of Protective Covenants as more fully set forth in Article IV hereof.

ARTICLE III: ARCHITECTURAL CONTROL

Section 1: **Architectural Control Committee:** An Architectural Control Committee for the Subdivision is hereby constituted. The Committee shall consist of two (2) members. The initial Committee shall consist of James M. Frauendienst, and Rachel Frauendienst, of Silversage Developers, Inc. All notices to the Committee required herein shall be sent to:

Architectural Control Committee – Columbia Subdivision
c/o Silversage Developers, Inc.
1740H Dell Range Blvd. #423
Cheyenne, WY 82009

All Committee actions or decisions shall be by majority vote. The Committee may designate a representative to act for it, which representative may or may not be a member of the Committee. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to any compensation of any kind for services performed pursuant to this covenant. In the event of a vacancy due to death, termination, or resignation of any member, the remaining member(s) shall have full authority to designate a successor in which case notice of the successor's identity shall be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.

The approval or consent of the Committee or its representative on matters properly coming before it shall be conclusive and binding on all Tract Owners and/or other interested persons. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any governmental official, commission, or agency. During the construction phase, or at any other applicable time, Owner shall be solely responsible for obtaining any and all permits, applications, or other written instruments required by any private, public, or governmental agency.

Section 2: **Submission to Committee:** No home or outbuilding shall be constructed or erected on any Tract within the Subdivision until the submission requirements in the following Section have been complied with and the Committee has approved the submission data.

Section 3: **Submission Requirements:** Prior to the initial construction of a home or outbuilding, the Owner must submit the following data to the Committee:

- a. A plan for the proposed home or outbuilding which shall include the following information: square footage, floor plan, drawings of exterior elevations of the structure, and specifications describing external colors and materials including the roofing material.
- b. A site plan of the Lot showing the location of all proposed structures.
- c. Any other information as may be required by the Committee in order to ensure compliance with the requirements contained herein.

Section 4: **Approval Standards and Procedures:** The Committee shall consider the submission data in light of the requirements, intent, and spirit of this Declaration of Protective Covenants and covenants of record. Approval shall be based upon covenants of record and the proposed location of the home or outbuilding in relation to the topography, the roads, and the adjacent Tracts; and conformity and harmony of the proposed home or outbuilding and/or the use of Tract with the intent and spirit of all provisions in the Declaration of Protective Covenants.

The Committee shall inform the applicant of its decision within twenty (20) days of the submission of all the required data. In the event the Committee disapproves of any

submitted plans, the Committee shall, if requested, make reasonable efforts to assist and advise the applicant in achieving an acceptable submittal. The denial of any submission shall be accompanied with a written statement of the basis for the denial.

The Committee or its representatives shall not be liable for any claims, charges, or damages of any nature whatsoever by reason of any approval or disapproval by the Committee or its representatives with respect to any submission made pursuant to these Covenants.

Section 5: Renovations: No substantial alteration or renovation of the exterior of any home or outbuilding situated on a Tract shall be performed without receiving Committee approval of the same after complying with Article III, Section 3, hereinabove.

Section 6: Commencement and Completion of Approved Construction: Once the Committee has approved plans for construction, it is expected that construction shall commence within six (6) months from the date of approval. If construction has not commenced within six (6) months from the date of approval, said approval shall be deemed expired and the submission and approval process will have to be reinitiated. Once construction begins, any home or improvement or alteration thereto approved by the Committee shall be diligently pursued to completion. All homes and other improvements on any Lot shall be substantially completed within one (1) year after commencement of construction, unless the Committee establishes a longer period at the time of the approval of the construction plans.

ARTICLE IV: GENERAL PROVISIONS

Section 1: Enforcements and Remedies: These Covenants, conditions, and restrictions may be enforced by any legal or equitable Owner(s), or by the Committee, or the Declarant and their successors and assigns, by appropriate proceedings at law or in equity against those persons violating or attempting to violate any Covenant(s). 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. The prevailing party in any proceeding regarding these Covenants shall be entitled to reasonable attorney's fees incurred by the Owner(s), Committee, or Declarant in any proceedings either to enjoin a violation or for the recovery of the damages. The failure to enforce or cause the abatement of any violation of these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within these Covenants.

Although it is a right, it is neither the obligation nor the responsibility of the Committee or Declarant to prosecute violations of these Covenants on behalf of any Owner(s). Under no circumstances shall an Owner bring any claim, demand, or action against the Committee or Declarant relating in any way to a violation of the Covenants by another Owner. In the event that the Committee or Declarant is brought into any legal proceeding regarding these Covenants, with or without litigation, the Committee or Declarant shall be entitled to all costs and expenses, including reasonable attorney's fees, from the party instituting said proceeding.

Section 2: Duration and Amendment: The Covenants and restrictions of this Declaration of Protective Covenants shall run with and bind the Subdivision for a term of twenty (20) years from the date this Declaration of Protective Covenants is recorded in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated at the end of any such period by written vote of two-thirds (2/3) or more of the then record Owners.

During the Developer Control Period, this Declaration may be amended by the Developer for any purpose not inconsistent with the development of the Subdivision as determined by the Developer. After the Development Control Period, this Declaration may

be amended in whole or in part by an instrument in writing executed by two-thirds (2/3) or more of the then record Owners.

Each Owner hereby irrevocably appoints Developer as such Owner's attorney-in-fact to execute, deliver and record amendments to this Declaration in accordance with the foregoing, which power of attorney is hereby declared to be coupled with an interest. No amendment to this Declaration shall be effective unless it is in recordable form and until it has been filed for the record with the Laramie County Clerk of Deeds.

Whenever a vote of the Owners is required in this Declaration of Protective Covenants, an Owner shall be entitled to one (1) vote for each Lot owned. Two or more persons owning a Lot (e.g., joint ownership by husband and wife, etc.) shall collectively be entitled to one (1) vote per Lot.

Section 3: Benefits and Burdens: The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarant and the Owners of the Lots located within the Subdivision and their respective heirs, successors, personal representatives, and assigns.

Section 4: Severability: Invalidation of any one of the provisions or restrictions in this Declaration of Protective Covenants by judgment of Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 5: Variances: Variances to any of the Covenants contained herein may be granted by the Committee as appropriate in special cases and circumstances, at the sole discretion of the Committee, on an extremely limited case-by-case basis. The Committee must approve any and all variances in writing.

Section 6: No Liability: Neither Declarant, the Architectural Control Committee, Silver Sage Developers, Inc., Leaning Tree Homes, Inc., James M. Frauendienst, Rachel M. Frauendienst, or any successors or assigns of the aforementioned shall be liable for damages or otherwise liable to anyone or to any Owner by reason of mistake in judgment, negligence, nonfeasance, or for any act or omission whatsoever arising out of or in any way related to any of the covenants or provisions in this "Declaration of Protective Covenants" in its entirety including, but not limited to, the approval, disapproval, or failure to approve any plans, specifications, or variance.

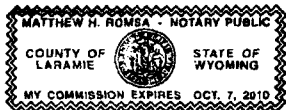
IN WITNESS WHEREOF, this Declaration of Protective Covenants has been executed this 23rd day of March, 2007.

SILVER SAGE DEVELOPERS, INC.

Rachel M. Frauendienst Grantor
By: Rachel M. Frauendienst

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing "DECLARATION OF PROTECTIVE COVENANTS FOR COLUMBIA SUBDIVISION" was acknowledged before me by Rachel M. Frauendienst in her capacity as Vice-President of Silver Sage Developers, Inc., this 23rd day of March, 2007.



My Commission Expires:

Witness my hand and official seal.

Matthew H. Romba
Notary Public

SUBDIVISION SETUP FORM

Subdivision Proper Name COLUMBIA SUBDIVISION

Received from STEIL SURVEYING SERVICES LLC

Grantor SILVER SAGE DEVELOPERS INC Document Date 10-3-06

Grantee IN RE COLUMBIA SUBDIVISION

Legal Description M&B PTN NW4 SEC14 T14N R66W

SUBDIVISION INFORMATION

Short Alpha Name COLUMBIA SUBD Number 3012

Block Name NONE Lot Name TRACT

Replats Previous Platting Y/N Defunct Subdivision Y/N

Covenants Book/Page _____ Old Hard Copy Book/Number _____

ABSTRACTING INFORMATION

For suffix 40-69 (Existing Parcels Affected)

TWN/SUBD	RNG/BLOCK	BEGIN SEC/LOT	END SEC/LOT	R/V SW
<u>14</u>	<u>66</u>	<u>14</u>	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

For suffix 70-99 (New Parcels Created)

BLOCK #	BEGIN LOT	END LOT	BLOCK #	BEGIN LOT	END LOT
<u>NONE</u>	<u>1</u>	<u>7</u>	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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020-045 (R12/01)