



First American Title™

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GO FORTH, INC.  
A Wyoming Corporation

to

THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS

OF COMMUTER ESTATES

SECOND FILING

KNOW ALL MEN BY THESE PRESENTS, that all tracts lying within Commuter Estates, Second Filing, a Subdivision of a part of the South 1/2 of Section 9, Township 14 North, Range 66 West of the 6th P.M., 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 Go Forth, Inc., a Wyoming corporation, 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, except such tracts sold for church, school or related purposes as hereinafter set forth. It is intended that 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 for Commuter Estates, Second Filing, shall consist of Edward F. Murray, Jr., Clem Hertz and Ted Simola. The mailing address of the Architectural Control Committee is P. O. Box 1388, Cheyenne, Wyoming, 82001. 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 representatives 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 tract until the building plans, specifications, and plot plan, showing the location thereof, have been approved in writing by the Architectural Control Committee.

Restrictions indicating a preference, limitation of 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).

In the event the committee, or its designated representative, fails to approve or disapprove by majority vote, such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within sixty (60) days from the commencement of construction which is defined as the date of the pouring of footings, such approval will not be required and this covenant will 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 or shed for horses, for use in connection with said single family dwelling, shall be erected, placed or permitted to remain on any of the residential tracts. No tract within a designated block may be subdivided into smaller tracts.

5. No structure of a temporary character, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any tract as a family dwelling, either temporarily or permanently. This covenant is not intended to prohibit a modular or mobile home meeting the requirements of Paragraph 6 herein and located upon a permanent foundation. The permanent foundation must meet with the approval of both the County Building Inspector and the Architectural Control Committee. 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 its 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 devoted to 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 total living area of the 1½ or 2 stories is not less than one thousand, two hundred (1,200) square feet.

7. No building or attached appearance shall be located on any tract nearer than sixty (60) feet from the lot line of said tract adjoining any roadway.

8. 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.

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 other 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.

10. 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.

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 (5) square feet advertising the property for sale or rent, or except signs used by builders to advertise the property during the construction and sale.

12. Easements and rights of way as shown on the recorded plot 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 purpose, 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 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.

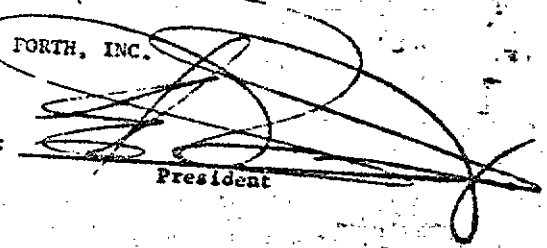
14. Not more than three (3) horses, cows, bulls, sheep or other livestock shall be maintained on any tract. Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, or allowed to annoy neighbors.

15. 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.

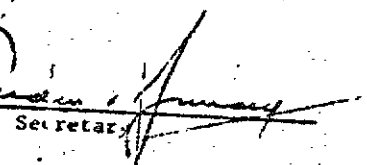
16. Any tracts sold for church, school or related purposes, shall not be subjected to any of the covenants contained in Paragraphs 1 and 2 hereof relating to residential structures, and such church, school, or church or school related activity, shall be permitted on any of the tracts herein contained.

17. 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 12th day of April, 1974.

GO FORTH, INC.  
By:   
President



  
Secretary

STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
Edward F. Murray, Jr. and William M. Murray  
this 12th day of April, 1974.

Witness my hand and official seal.



*Ann Hollis*  
\_\_\_\_\_  
Notary Public

Commission Expires: March 17, 1976