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COPY TO ASSESSOR

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DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 7

**DECLARATION OF PROTECTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS, that all tracts lying within a development known as **CROW CREEK RANCHES**

**CROW CREEK RANCHES  
A SUBDIVISION  
SEC 15; A PORTION OF THE N 1/4  
The NE 1/4 of section 21; and all of Section 22,  
TWP 13 N R 63 W**

are now owned and held, subject to all the restrictions conditions, charges and agreements contained in the Declaration of Protective Covenants set forth by the Harrower Architectural Control Committee, being the owner of all said tracts, does hereby covenant and agree that any subsequent grants of any said tracts shall be made subject to the following covenants and restrictions.

**1. COVENANTS TO RUN WITH THE LAND.** All tracts contained in the land described above shall be restricted to the covenants herein contained and said covenants shall be deemed to run with the land, shall be a burden on the land described above as **CROW CREEK RANCHES** and shall be of the benefit to owner, it's successors and assigns, and any person acquiring or owning an interest in the real property, their grantees' successors or assigns. It is intended that these residential-agricultural 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 herein. No other land owned or operated by the Harrower Control Committee shall be subject to or burdened by these covenants even though such lands may benefit from these covenants.

**2. ARCHITECTURAL CONTROL COMMITTEE:** Architectural Control Committee for Crow Creek Ranches shall consist of Owners Thomas S. Harrower, Jr. and Lillian E. Harrower. The mailing address is at the present time:

Lillian E. Harrower  
Thomas S. Harrower, Jr.  
8603 Powderhouse  
Cheyenne, WY 82007

A majority of the committee may designate a successor or additional members. No member of the committee, nor its designated representatives shall be entitled to any compensation of any kind for services pursuant to these covenants' although the members of the committee may be reimbursed for any expenses incurred as member of the Architectural Control Committee including the expense of legal fees. The

Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this covenant, or any covenant herein.

**3. APPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE:** 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. 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 sixty (60) days from the commencement of construction which is defined as the date of the pouring of footing, such approval will not be required and this covenant will be deemed to have been fully complied with.

**4. PERMISSIBLE STRUCTURE.** No structure other than one private, single family dwelling together with a private garage, shop, storage building, and 2 suitable barns or sheds for horses or animals, for use in connection with said single family dwelling shall be erected, placed or permitted to remain on any of the tracts or lots contained therein.

**5. PROHIBITED STRUCTURES:** No mobile home, trailer, or any structure of a temporary character, basement, tent, shack, barracks, garage, barn or other outbuildings shall be used on any lot as a family dwelling, either temporary or permanently. However, this covenant shall not restrict a modular structure with a pitched roof and placed on a permanent foundation of concrete or concrete block, or a foundation which is VA or FHA approved, and approved by the Architectural Control Committee (ACC). 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 dwelling; provided the ACC, 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. No modular structure of an age greater than 3 (three) years old will be allowed to be placed on a tract without the prior approval of the ACC. Offensive outdoor lighting will not be allowed. Yard lights and other outdoor lighting must be Metal Halide, High Pressure Sodium or equipped with a glass reflector.

**6. SIZE OF PRINCIPAL DWELLING:** 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 two hundred and fifty (1,250) square feet; except that where the said principal dwelling is a 1 1/2 or 2 story dwelling, the minimum may be reduced to eight hundred (800) square feet of the ground floor area, providing that the total living area of the 1 1/2 or 2 stories is not less than one thousand two hundred fifty (1,250) square feet. All dwellings shall have a minimum width of twenty four (24) feet.

**7. SET BACKS:** No building or attached appurtenance shall be located on any tract or lot nearer than one hundred (100) feet from any tract or lot line of said tract or lot.

**8. PROHIBITED ACTIVITIES:** No activity of a noxious nature may be conducted upon any tracts in this Development, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighbors. No non-agricultural trade, business or manufacturing may be conducted upon the land within the subdivision, except that professional occupations such as those of a real estate agent, dentist, engineer, lawyer, doctor and home occupations may be conducted from the main dwelling. No materials, goods, supplies or equipment related to the home occupation use shall be stored or displayed outside of any structure located on the property. Noise generated on the premises must be contained so as to not interfere with the quiet enjoyment of the owners of adjoining parcels. For the purpose of this section, unlicensed or junk vehicles, appliances, waste products and salvage materials among other things shall be considered a nuisance. Vehicles which are not in running condition or are in a state of disrepair shall not be parked anywhere on the subject property more than 72 hours at any one time or as a repeated practice. No vehicles, trailers, or vehicular equipment shall be habitually parked along any of the public roadways adjacent to on the subject property. Owners of camp trailers, horse trailers, boats and boat trailers and trucks larger than general use pickups shall attempt to park such vehicles away from general view of adjacent landowners and away from the roadway side of any house. Trash, garbage and waste shall be deposited in clean, sanitary containers. All equipment for the storage or disposal of such material shall be kept clean and in a sanitary condition. Burning trash or garbage shall not be permitted.

**9. SEWAGE DISPOSAL:** Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the Laramie County Department of Environmental Health. No septic tank or field system shall be nearer than one-hundred (100) feet to any building plot line except with the consent of the appropriate health officials of the county and state. 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 Development. All toilet facilities must be a part of the residence, barn or garage and shall be of a modern flush-type and connected with a proper septic tank system.

**10. SIGNS:** No signs of any kind shall be displayed to the public view on any tract except one sign of not more than five (5) square feet advertising the property for sale or rent, except signs used by builders to advertise the property during the construction or repair, or a sign announcing the residence of the owner.

**12. ANIMALS:** Any domestic animals and household pets owned by the occupant or the owner of the tract or lot shall be kept confined within the owned or occupied premises. At no time shall any dog be allowed to run at large. Animals, including horses' cattle, sheep, fowl, and domestic pets shall be permitted on individual parcels. No more than (1) horse or one (1) head of livestock per each five (5) acres of an individual tract may be kept, provided such horse(s) and/or livestock are accommodated with adequate stable facilities approved by the Architectural Control Committee and an adequate non-grazing feeding arrangement is demonstrated. Animals should be under control so as to not be a nuisance to other parcel owners' and shall be properly cared for with adequate maintenance, food,

water, and shelter. It shall be the responsibility of the owner to fence the parcel when livestock are to be maintained on such parcel. Overgrazing by livestock is prohibited. These covenants prohibit large numbers of livestock or fowl from being raised in barns or corrals for extended periods of time such as found in feedlots, commercial swine operations, dog kennels and facilities. No tract shall be used or developed for commercial operation of chickens or any livestock or horses. The raising or keeping of livestock for 4-H FFA or recreational purposes, will be permitted provided that the animals are properly controlled to prevent damage to the tract or other properties. The general precept for livestock grazing on the native range portion of the tracts is to "graze half and leave half of the weight of the current year's growth." For the benefit and enjoyment of all tract owners or persons legally in possession, it is expressly understood and agreed that all such persons mentioned above shall abide by such precept and carefully manage the grazing of the land. It further agreed that proper management requires that the range land be properly used. For this subdivision, use levels are hereby classified as follows.

**UTILIZATION RECORD**

- Unused-** No livestock use.
- Slight-** 1 percent - 20 percent of primary forage plants grazed, practically undisturbed.
- Moderate-** 20 percent - 40 percent use of primary forage plants, most of the range being grazed, but little or no use of poor plants.
- Full-** 41 percent - 60 percent use of primary forage plants with all of the range being grazed, but little or no use of poor plants.
- Close-** 61 percent - 80 percent use of primary forage plants with all of the range showing use with major portions closely grazed. Some use of low-value plants.
- Severe-** 81 percent - 100 percent use of primary forage plants with low-value plants carrying the grazing load.

**Close** and/or **Severe** grazing as described above is expressly prohibited by these covenants and may be enjoined as a violation of these covenants.

Maintenance of horses, livestock, and pets upon the premises shall be upon the following conditions:

- (1) The premises shall be maintained in a clean and sanitary condition.
- (2) the premises shall not be over grazed nor the character of the premises changed or destroyed.
- (3) The animals shall not be permitted to run at large and must be strictly confined to the owner's property by an approved fence.

13. **FIREARMS:** firearms may not be used in such a way as to cause injury, inconvenience, damage or harm to any person or structure, on any tract. Firearms may not be used in such a manner as to cause any projectile to leave the property or premises of the tract. All game hunting of any kind shall not be permitted within the boundaries of the subdivision.

14. **FENCES:** All fences surrounding the tract shall be constructed of a wooden, post-type construction of a five (5) strand wire with posts on sixteen (16) foot centers constructed to standards applicable to the Wyoming Highway Department, or other fencing approved by the ACC.

15. **LANDSCAPING:** The first grantee of any tract within the subdivision shall be responsible for the installation and continued maintenance of landscaping upon such tract in at least the minimum amounts and quality set forth herein. Installation of all required landscaping shall be completed within one (1) year after completion of construction of the primary residence. It is the intent of these covenants that landscaping be installed to enhance such tract, the adjoining tracts and the subdivision; to provide drainage and erosion control and to achieve a harmonious and integrated appearance of such tract with the adjoining tracts and the subdivision.

All surface areas within the boundaries of all tract not otherwise occupied by structures or roads shall be covered with native ground cover or other grass of the owner's choice, trees, shrubs or other landscaping elements such as rocks, wood chips, bark and/or mulched or graveled material.

Each tract-owner shall plant and maintain no less than twelve trees of any variety which shall be no less than four (4) feet tall when planted and any deciduous tree shall be no less than (8) feet tall when planted. Nothing herein shall be construed to prohibit and owner from planting any number of trees less than such minimum height requirements in addition to the requirements in addition to the required twelve (12) trees which meet these minimum height requirements. No unsightly shelter or wind protection for trees such as used tires shall be permitted. Any trees which die shall be replaced with tree(s) of a height at least equal to the size of that when originally planted.

No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns which exist through the subdivision as a whole. Any proposed changes to the subdivision's natural or designed drainage patterns must be shown on any tract owner's application for approval of construction and must include a complete written definition of all proposed drainage changes. Any and all damage to the soil and vegetation during construction shall be restored to its natural condition within one (1) year following completion of the construction.

16. **SUBDIVISION OF TRACTS:** No tract shall be subdivided or otherwise split into smaller tracts.

**17. DURATION AND ALTERATION OF PROTECTIVE COVENANTS:** These covenants, restrictions, and conditions shall run with the property, shall be binding upon all persons now and hereafter owning parcels of the Property and shall be in effect for a period 30 years from the date of the recording of these covenants. After 30 years these covenants shall be of no further force or effect unless the owners of a majority of the parcels shall elect, in a written document, recorded in the office of the Clerk and Recorder of Laramie County, to extend the covenants for an additional specified period. These Protective Covenants may be altered, in whole or in part at any time by the then owners of two-thirds (2/3) of the parcels, in a written and recorded instrument.

**18. ENFORCEMENT OF COVENANTS:** Those owners of the parcels subjected to these covenants shall enforce these covenants by the appropriate proceedings at law against those attempting to violate any covenants. Judicial proceeding may be commenced for the purpose of removing a violation, or for such other and further relief as may be available. The failure to enforce or to cause the abatement of a violation of these covenants, shall not preclude or prevent the enforcement of a further or continued violation of these covenants, whether such violation shall be of the same, or a different provision with these covenants. In the event of any litigation arising out of these Protective Covenants, the court may award all reasonable costs and expenses, including attorneys' fees, to the prevailing party. The Architectural Control Committee is in no way responsible for the enforcement of the restrictions in the declaration.

**19. EFFECT OF JUDICIAL INVALIDATION:** Invalidation of any one of these restrictions, by the judgment of Court shall in no way effect any of the other provisions which shall remain in full force and effect.

**20. EASEMENTS AND RIGHTS OF WAY** as shown on the recorded plat are hereby reserved in this subdivision for poles, wire, pipes, and conduits for heating, lighting, electricity, gas, telephones, cable TV, sewer, water or any other public/quasi public utility service programs, together with the right of ingress and egress at any time for the purpose of further construction and repair.

21. All utility lines, connections and installation of wires to homes shall remain underground within the property from the nearest available source to the structure and shall be the responsibility of the new owner, builder and/or the utility company., this does not prevent utility lines within the utility easements provided within the plat from being above ground.

22. The grantor reserves to itself all oil, gas and minerals of every sort and description.

**23. GRAVEL:** No mining of gravel shall be permitted in the subdivision other than that being conducted by the Developer to complete the initial road system. The developer shall discontinue such gravel mining at such time as the road system has been completed.



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DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 7 OF 7

Dated this 21st day of October, 1999

William E. Harrower  
Signature

STATE OF WYOMING  
COUNTY OF LARAMIE) SS

The foregoing instrument was acknowledged before me Thomas S. Harrower Jr. and  
William E. Harrower  
this 21st day of October, 1999

George M. Breeden  
NOTARY PUBLIC

My Commission Expires: 10/18/2000

