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restrictions violate 42 USC 3604(c).

COPY TO ASSESSOR

075823

STATE OF WYOMING)
COUNTY OF LARAMIE) SS:

BRUCE POSTHUMUS, VONDA POSTHUMUS and
LARRY SUTHERLAND, KIM SUTHERLAND
To
THE PUBLIC

RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.

'90 OCT 4 PM 4 03

DECLARATION OF PROTECTIVE COVENANTS
OF
CRYSTAL VALLEY ESTATES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantors,
of all lands in CRYSTAL VALLEY ESTATES (First Filing), a subdivision of
approximately 124.113 Acres developed by the undersigned and located in
Laramie County, Wyoming as the same is more particularly described to-wit:

A tract of land situated in the East Half of Section 8, Township 14 North, Range
66 West of the 6th P.M., Laramie County, Wyoming, more particularly described
as follows:

Beginning at a point on the North right-of-way line of Four Mile Road, and the
North-South quarter line of said Section 8 from which the South quarter corner of
said Section 8 bears S.0 degrees 34 minutes 08 seconds W., a distance of 50.00
feet; thence N.0 degrees 34 minutes 08 seconds E., along said North-South
quarter line, a distance of 2596.35 feet to the Center Quarter corner of said Section 8
also being the Southeast corner of Cowboy Country, being monumented by a
found 1/2" iron pipe; thence N.0 degrees 33 minutes 00 seconds E., along the
East line of said Cowboy Country, a distance of 2602.53 feet to the South right-
of-way line of Riding Club Road, being monumented by a found rebar with
aluminum cap; thence S.89 degrees 38 minutes 13 seconds E., along said
South right-of-way line, a distance of 1499.33 feet to the Westerly right-of-way
line of Powderhouse Road; thence Southerly along the Westerly right-of-way line
of said Powderhouse Road the following courses and distances, S.2 degrees 25
minutes 03 seconds W., a distance of 591.81 feet; thence S.4 degrees 30
minutes 01 seconds W., a distance of 1394.96 feet; thence S.19 degrees 40
minutes 51 seconds W., a distance of 2070.82 feet; thence S.27 degrees 22
minutes 34 seconds W., a distance of 1412.95 feet to the North right-of-way line
of said Four Mile Road; thence N.89 degrees 42 minutes 13 seconds W., along
said North right-of way line, a distance of 68.39 feet to the point of beginning.
Containing 124.113 acres more or less.

do hereby covenant, agree and make the following declarations as to the
limitations and restrictions or uses to which said tracts within CRYSTAL
VALLEY ESTATES may be put:

1. That all tracts within CRYSTAL VALLEY ESTATES shall be known
and described as residential tracts and will be restricted by covenants

contained herein. It is intended that these 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 CRYSTAL VALLEY ESTATES constituted. This committee is composed of the undersigned. All committee actions or decisions shall be by a majority vote. A majority of the committee may designate a representative to act for it. In the event of a vacancy due to the death, termination 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.

3. No building (including suitable barn or shed as hereinafter provided for) shall be erected, placed, or altered on any tract within CRYSTAL VALLEY ESTATES until the construction plans and specifications and a plan showing the location of the structure have been submitted with written notice of intent to construct to the Architectural Control Committee and thereafter approved by said 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.

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. All construction shall be new and no structure shall be moved from any location outside this subdivision onto any site in said subdivision. No tract may be subdivided into small lots.

5. No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any Tract as a family dwelling, either temporary or permanently. However, this covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever the same have been on the premises an

unreasonable length of time. No mobile home shall be converted to a permanent dwelling on any site.

6. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1,350 square feet; except that where the said principal dwelling is a 1-1/2 or 2 story dwelling, the minimum may be reduced to 1,100 square feet of ground floor area, providing that the total living area of the 1-1/2 or 2 floors is not less than 1,900 square feet, it being understood that these minimum requirements are exclusive of basement area. All dwellings must have at least a 2 car attached garage minimum. All dwellings shall be constructed according to FHA building requirements prevailing on the date the building is constructed, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. Exterior colors and exterior construction materials of all dwellings and out buildings must first be approved, in writing, by the Architectural Control Committee. In these regards, unless otherwise approved, a dwelling must have no less than ___ square feet, or 20% of it's exterior walls constructed of suitable brick. No sheet metal or aluminum siding shall be permissible unless otherwise approved by the Architectural Control Committee. Once construction is begun on any structure, construction of that particular structure, wall, fence, residence, ancillary building, or other structure shall be completed within one (1) year of the time such construction was begun.

7. No building shall be located on any lot nearer than fifty (50) feet from any lot line. This covenant shall not prohibit a building from being built within fifty (50) feet of a lot line of an adjacent tract if said adjacent tract is also owned by the same person who is combining two or more tracts as a homesite.

8. No 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 neighborhood. No trade, business, manufacturing, sales or commercial activity of any nature shall be permitted upon said premises.

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 debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the 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 lot shall be used or maintained as a dumping ground for rubbish or junk, specifically junked cars, unlicensed cars, appliances, etcetera. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment of the storage or disposal of such material shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises.

11. Except for signs advertising the initial offering of CRYSTAL VALLEY ESTATES, no sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet advertising the property for sale or rent, or except signs of no more than 32 square feet used by a builder to advertise the property during the construction period. Upon completion of construction a large sign shall be removed, but, may be replaced with a five square foot sign for advertising purposes.

12. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. No more than three (3) horses may be kept for recreational purposes for each tract owned, provided such horses are accommodated with adequate stable facilities approved by the Architectural Control Committee and an adequate non-grazing feeding arrangement is demonstrated. Operation of a commercial riding stables and commercial boarding stables shall not be allowed. Stables, barns, horse sheds and corrals will be of finished construction and shall be maintained in compliance with all lawful sanitary regulations and Architectural Control Committee Approval. Dogs will be under the control of the owner at all times and will not be allowed to run free off the owners tract. This covenant will not prohibit 4-H, FFA, or similar non-commercial limited projects subject to written approval of the Architectural Control Committee.

13. No refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

14. Easements and rights of way as shown on the recorded 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.

15. 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, at any time, an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

16. 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. In the event a party is found through a legal proceeding to have violated any of the covenants and provisions herein, said party shall be liable for the attorneys fees incurred by those compelled to enforce the covenants.

17. Invalidation of any one of these restrictions by judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

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

19. No vehicles, trailers, or vehicular equipment shall be habitually parked along CLEAR VIEW CIRCLE or CONCHA LOOP. Owners of camp trailers, horse trailers, boats and boat trailers and trucks larger than general use pickups shall do their best to park such vehicles away from the general view of adjacent landowners and away from the roadway side of any house.

20. Water wells shall be set back a minimum of fifty (50) feet from any property line. This covenant shall not prohibit a well from being located within fifty (50) feet of a lot line of an adjacent tract if said adjacent tract is also owned by the same person who is combining two or more tracts as a homesite.

21. Any and all boundary fencing to be constructed subsequent to the time of the filing of these covenants shall not include barb wire or steel "T-posts."

Dated this 2 day of Oct, 1990

Bruce Posthumus
Bruce Posthumus

Vonda Posthumus
Vonda Posthumus

Larry Sutherland
Larry Sutherland

Kim Sutherland
Kim Sutherland

STATE OF WYOMING)
COUNTY OF LARAMIE) ss.

The foregoing was acknowledged before me by Bruce Posthumus, Vonda Posthumus, Larry Sutherland, and Kim Sutherland this 2 day of Oct, 1990.

Witness my hand and official seal.

Cynthia A. Pomeroy
Notary Public

My Commission Expires: 11-29-92

