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LARAMIE COUNTY
CHEYENNE, WY.

STATE OF WYOMING)
COUNTY OF LARAMIE)

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LARRY SUTHERLAND, KIMBERLEE SUTHERLAND and
BRUCE POSTHUMUS, VONDA POSTHUMUS

To

THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS
FOR

deerbroke estates

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

All of Tracts 1 through 31, Deerbroke Estates, a subdivision situated in the
Southeast Quarter (SE-1/4) of Section 7, Township 14 North, Range 66 West of
the 6th P.M., Laramie County, Wyoming, more particularly described as follows:

SEE ADDENDUM "A"

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

1. That all tracts within DEERBROOKE 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 DEERBROOKE
ESTATES is 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.

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. No building (including suitable barn, shed, or general storage
building as hereinafter provided for) shall be erected, placed, or altered on any
tract within DEERBROOKE ESTATES until the architectural plans and material
specifications and a site plan showing the location of the proposed structure
have been submitted with written notice of intent to construct to the Architectural

Restrictions indicating a preference,
limitation or 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).

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Control Committee and thereafter approved by said Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, compliance with the requirements contained herein and location with respect to topography and finish grade elevations. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans, specifications and site 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 this particular related covenant shall be deemed to have been fully complied with.

4. No structure other than one private single family dwelling together with a private 3 car attached garage or a house plan design for attached garage space equivalent in the minimum size of a 3 car garage, and suitable barn or shed for horses or general storage building 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 must comply with minimum building standards as set forth in this declaration. No structure shall be moved from any location outside this subdivision onto any site in said subdivision. No tract may be further divided into smaller 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 1,800 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 2,100 square feet, it being understood that these minimum requirements are exclusive of basement area. All dwellings must have at least a 3 car attached garage minimum or an attached garage in an equivalent size of a 3 car garage. All dwellings shall be constructed according to Uniform Building Code 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 20% of its exterior walls constructed of suitable brick or natural stone. All exterior surface materials and roofing shall be subject to approval by the Architectural Control Committee. Generally, no sheet metal or aluminum siding shall be permissible unless otherwise approved by the Committee. Once construction is begun on any structure,

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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 single home site. Due to the varied topography of the land a variance may be granted for less than 50 feet at the sole discretion of the Architectural Control Committee.

8. No activity of a noxious or offensive 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 high volume trade business, manufacturing, or commercial warehousing activity 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 Laramie County Department of Environmental Health. No septic tank or field system shall be nearer than fifty (50) feet to any building lot line except with the consent of the appropriate health officials of the County and State and the Architectural Control Committee, 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, vehicles which are not in running condition or are in a state of disrepair, appliances, etc.. Trash, garbage or other waste shall be kept only in sanitary containers. No burning of trash may be allowed on any tract. All equipment for 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.

11. Except for signs advertising the initial offering of DEERBROOKE 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 two (2) 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 prior written approval of the Architectural Control Committee, which may be denied.

13. No oil drilling, oil development operations, 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon 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, cable TV, 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 twenty (20) 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. It shall be lawful for any owner of any tract or tracts in the area or the Architectural Control Committee to maintain an action of Enforcement 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. The Architectural Control Committee is in no way responsible for enforcement of the activity restrictions in this declaration.

17. No vehicles, trailers, or vehicular equipment shall be habitually parked along any roadside. Owners of camp trailers, horse trailers, boats and boat trailers and trucks larger than general use pickups shall park such vehicles away from the general view of adjacent landowners and away from the roadway side of any house.

18. 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 single home site. A variance may be granted at the sole discretion of the Architectural Control Committee.

19. 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.

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20. 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-post". All fencing must have wood posts.

21. SEVERABILITY: 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 19th day of July, 1994.

Bruce Posthumus
Bruce Posthumus

Vonda Posthumus
Vonda Posthumus

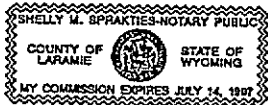
Larry Sutherland
Larry Sutherland

Kimberlee Sutherland
Kimberlee Sutherland

STATE OF WYOMING }
COUNTY OF LARAMIE }

ss.

The foregoing was acknowledged before me by Larry Sutherland, Kimberlee Sutherland, Bruce Posthumus, Vonda Posthumus, this 19 day of July, 1994.



Witness my hand and official seal.

Shelly M. Sprakles
Notary Public

My Commission Expires: July 14, 1997