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LARAMIE COUNTY
CHEYENNE, WY.

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DECLARATION OF CONDITIONS, COVENANTS AND
RESTRICTIONS FOR EVERGREEN HILLS ADDITION, LOTS 1-6,
TO THE TOWN OF PINE BLUFFS,
LARAMIE COUNTY, WYOMING

WHEREAS, Chris A. Lundberg (hereinafter referred to as "Lundberg") is the owner of the Evergreen Hills Addition to the Town of Pine Bluffs, Wyoming, desires to control purposes for which the land is used, as well as obligating the owners of said land to be bound by certain conditions, restrictions and reservation for the benefit of that property as a whole and for the benefit of each owner of any part thereof.

NOW, THEREFORE, Lundberg hereby declares and provides that lots 1-6 in the above mentioned Evergreen Hills Addition, be and the same hereby are, subject to the following restrictions, covenants and conditions.

1. That the said lots shall be used for residential purposes only; and no structures, except single family dwellings, shall be erected, offered, placed or permitted to remain on any lot or part thereof, and shall be utilized exclusively for single family structures. Each single family dwelling will have a separate or attached garage having not less than two nor more than three automobile stalls. If the garage is separate from the main dwelling, it must conform in architectural design and detail to the main dwelling. All driveways from the main roadway must be surfaced with gravel, pavement or concrete.
2. The following outside appearance characteristics shall apply to each building built in Evergreen Hills:
 - a. No structure shall have less than 40% of the front facing wall finished with brick and/or natural stone.
 - b. The finish color of any painted exterior wall shall be dissimilar to the building on either of the front facing sides of the structure. A building owner must defer to the colors in place when establishing his original color, or when changing his color in favor of a new one.
 - c. All original exterior building colors will be a generally acceptable earth tone color, and will fit into the colors of the naturally occurring surroundings.
 - d. All roofs will be covered with cedar shake shingles or slate or clay tiles, according to standard building practices, and shall be consistent with the architecture of the dwelling.
3. The following minimum floor requirements shall apply:
 - a. No structure shall have less than 1500 square feet for a single story or raised ranch on the main level.
 - b. No structure shall have less than 1100 square feet for a two-story or tri-level foundation size, and

not less than 1800 square feet of finished living space, excluding any submerged basement level(s).

For the purposes of determining floor area, stair openings shall be included; but open porches, screened porches, attached garages and basements, regardless of finish, shall be excluded.

A minor variance of the minimum floor requirement may be granted by Lundberg, or his designee, if it is determined that the structure is architecturally compatible with the quality and character of the Evergreen Hills Addition.

4. Each lot has a unique building envelope, and all construction shall occur within that boundary (as described on the Plat of Evergreen Hills Addition).

A minor variance to this envelope may be granted by Lundberg, or his designee, if the variance maintains the quality and character of the Evergreen Hills Addition.

5. The lot owner shall be responsible for maintaining the structure(s) and lot in a neat appearance, and keeping the lot free of noxious weeds. All planned landscaping shall be completed within ninety (90) days of occupancy of the dwelling unless delayed by inclement weather, or by a written waiver from Lundberg, or his designee.

No trees of any size may be removed from any part of the property at any time without the express written agreement of two-thirds of the property owners (determined by the number of individual lots). Natural fauna must be left in tact, except inside the building envelope area. A family-sized vegetable garden or flower plots are permissible outside the building envelope area; but they must be adequately maintained, and kept free of noxious weeds. Additional trees, shrubs and flowering plants may be added to any part of the property.

6. No trailer, basement (unless it is an approved earth-sheltered home), tent, shack, garage, barn or out building, or any part thereof, erected on said lot shall, at any time, be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be used as a dwelling.
7. No building previously erected elsewhere shall be moved upon any lot in Evergreen Hills, excepting newly prefabricated construction that meets the guidelines contained in this document.
8. The parking of commercial vehicles by residents is prohibited for longer than 24 hours, unless they are housed within a garage on the premises.

The parking of resident-owned recreational vehicles must be in the building envelope area as platted, or out of sight from the front of the dwelling. All permanent parking/storage of RV's must be on a gravelled or poured pad area. Temporary parking of recreational vehicles by guests of residents is permissible

for 14 days (maximum), within the building envelope area. No vehicles may be parked on the road (street) for longer than 48 hours.

9. The house exterior shall be completely finished, including paint, stain and masonry work, within thirty (30) days of building occupancy, except for a written waiver from Lundberg in consideration of inclement weather conditions.
10. No lot as platted shall be resubdivided. This covenant shall not be construed to prevent the use of one lot and part or all of another lot as one building site.
11. Commercial animal boarding, kenneling or treatment is expressly prohibited whether for fee or not. Only two domestic animals may be had on any of the premises and such pets must be housed within the principal structure. Non-domestic animals, except as naturally occur, are expressly forbidden.
12. No building may be erected within the Evergreen Hills Addition until the Plans, Specifications, Site Plan and Building Elevations have been approved in writing by Lundberg, or his designee.

Failure to secure approval shall not be grounds for forfeiture of title.

In the event that Lundberg, or his designee, do not respond to such Plans, Specifications, Site Plan and/or Building Elevation proposals within 15 days of their receipt, then such approval shall be deemed granted.

13. All parties owning property in Evergreen Hills agree to pay their pro rata share of any expenses incurred in street maintenance until such time that the Town of Pine Bluffs, Wyoming, assumes that responsibility. Funds will be paid promptly to Lundberg, or his designee, within five (5) days of the date of billing. Street maintenance shall not include initial construction, but shall include any modifications necessary for residential traffic including, but not limited to, grading, gravelling, snow removal, and general maintenance.
14. This declaration shall run with the land and shall be binding upon all owners of property covered by this document for a period of twenty (20) years from the date this document is recorded. After that date, all covenants will be in place automatically until amended or changed by a recordable instrument signed by the owners of at least two-thirds of all lots subject to this document.
15. If any person, or his/her heirs, successors or assigns, shall violate or attempt to violate any of these conditions, covenants and restrictions herein, or as amended or changed, any person or persons owning any lot or lots shall have standing to bring proceedings at law or equity including injunctive relief against the person or persons violating or attempting to violate any such conditions, covenants or restrictions, and the prevailing party shall be awarded reasonable attorney's

. fees and costs.

Invalidation of anyone of these conditions, covenants, restrictions or any severable part, by judgment or court order, shall in no way affect any of the other provisions, which shall remain in full force and effect.

Signed this 29th day of APRIL, 1986, I am

Chris A. Lundberg
CHRIS A. LUNDBERG

Subscribed and sworn to
before me this 29th
day of April, 1986.

My commission expires
My Commission Expires Jan. 14, 1989

Peggy J Lopez
Notary Public (print and sign)
Peggy J Lopez

