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Restrictions indicating a preference, limitation, or discrimination based on race, color, religion, sex, handicap, status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

THE STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

PARK ASSOCIATES, A PARTNERSHIP

TO THE PUBLIC:

DATE: June 3, 1974

DECLARATION OF PROTECTIVE COVENANTS

The undersigned, being the owner in fee simple of the following described property situate in Laramie County, Wyoming, to-wit:

A tract of land situated in the SW1/4, SW1/4, NE1/4, Sec. 22, T. 14 N., R. 66 W. of the 6th P.M., Laramie County, Wyoming, more particularly described as follows:

From the true point of beginning the S.1/4 Sec. Cor. of Sec. 22, bears N. 89°24'34" W., 354.07 ft., and S. 0°32' E., 3283.76 ft.;

Thence S. 0°33'18" E., 401.49 ft. to an iron pipe; thence S. 63°29'05" E., 206.50 ft. to a point; thence S. 75°16'43" E., 185.50 ft. to an iron pipe; thence N. 0°33'16" W., 536.20 ft. to an iron pipe at an intersection with the S. boundary of Dell Range Fifth filing; thence N. 89°24'34" W., on said S. boundary 363.01 ft. to the true point of beginning, containing 3.99 acres more or less; (Tract A)

and

A tract of land situated in the SE1/4, Sec. 22, T. 14 N., R. 66 W., of the 6th P.M., Laramie County, Wyoming, more particularly described as follows:

From the true point of beginning the S. 1/4 Sec. Cor. of Sec. 22, bears N. 89°40'17" W., 40.00 ft. and S. 0°32' E., 2466.97 ft.;

Thence S. 0°32'E., 516.51 ft. to a point; thence S.89°40'17"E., 313.85 Ft. to a point; thence N.0°32'W., 516.51 ft. to a point; thence N.89°40'17" W., 313.85 ft. to the true point of beginning, containing 3.72 acres more or less; (Tract G)

and

A parcel of land 300' in width from east to west lying east of, adjacent to a parallel with the east boundary of tract A and a parcel of land 125' from north to south lying south of, adjacent to and parallel with the south boundary of tract G;

does hereby make this Declaration of Protective Covenants applicable to all of the described property.

1. The use of said lands and platted or subdivided portions thereof shall be restricted to a single one or two family dwelling residential use. No structure shall exceed two stories in height and a private garage appurtenant thereto except as is

otherwise herein specifically provided with reference to planned unit development for acreages of not less than 10 acres.

2. Architectural Restrictions: Uniform quality of workmanship and materials, harmony of external design with existing structure, and location with respect to topography and finish grade elevations shall be afforded. All construction shall be new and no buildings or building may be removed from another location to any site within this subdivision. No wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

3. Dwelling Quality and Size: No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porch and garage shall be less than 1000 square feet or 650 square feet in a story and one-half structure with 1000 square feet of finished living area or 650 square feet in a two story structure with 1000 square feet of finished living area and all structures shall be constructed with a continuous brick, masonry, concrete or comparable building material in the foundation.

4. Building Locations:

(A) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines required by Laramie County Zoning regulations or, if annexed, requirements of the City of Cheyenne, or as may be restricted by any recorded plat which may be filed for a portion of the area described in and covered by these declarations. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 5 feet to any side lot line except as is otherwise herein provided for a planned unit development. Reverse lots shall afford a 25 foot side yard clearance to the street side.

(B) No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.

(C) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building.

5. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Occupancy conditions may be considered to be a nuisance to adjacent property in the event that activity adversely affects such adjacent owners resulting from activities of burning, noise, vermin, health hazards, pollution, odors, undesirable animals or their maintenance and insect pests developing as a condition because of the nature of maintenance or care of the property.

6. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage and disposal of such material shall be maintained in a clean and sanitary condition. Removal of such refuse from the premises shall be accomplished at intervals of not less than once each month. No individual water supply system or sewage waste disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with requirements, standards and recommendations of the Wyoming State Department of Public Health and Laramie County Zoning requirements.

7. Maintenance of Surface: Earth or gravel shall not be removed from the surface of the premises except for improvement or levelling on the tract involved. Landfill shall be earth only and shall exclude trash, refuse, junk, construction debris or similar materials. Stable conditions of the soil and vegetation shall not be destructively destroyed or disturbed nor shall the surface drainage patterns be changed except in a fully engineered manner which will provide adequate recognition of soil conservation requirements. All damage to soil and vegetation shall be immediately restored to a stable condition.

8. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, except that during the period of construction of a permanent residence on the premises that there may be erection of temporary facilities. Such facilities shall be limited to a single period of six months beginning with the first day of erection, on-site location, or the exterior storage of materials to be utilized for permanent facility construction and ending with final removal and cleanup of all such temporary facilities.

9. Parking of Non-operative Vehicles and Facilities: Parking of trailer-campers, truck-campers, bus-campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours, when parked on the street in front of a residence or on the parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or on the front driveway or on any parking area between the front building line of any residence and the street for a period or more than 24 hours at any one time or as a repeated matter of practice.

Autos, trucks, trailers and other similar vehicles shall, under no circumstances, be parked or stored outside of closed buildings either in front of the lot or upon any portion thereof unless such vehicles are either in closed buildings or carry current Wyoming vehicle registration. Similarly, construction equipment, farm implements, industrial equipment and machinery or salvage items or their components shall not be stored in any event outside of closed buildings.

10. Signs: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. - NONE -

12. Livestock and Poultry: Commercial animal husbandry shall not be practiced in any form. Any domestic animals and household pets owned by occupants or owners of any portions of said lands, shall be kept confined within owned or occupied premises. No more than three dogs or three cats or a total of three of either of such animals shall be kept and maintained as part of any single household within this area. Litters of any of the foregoing animals may be maintained only until the age of three (3) months in reached at which time disposition must be made of the excess.

No swine shall be permitted hereon, except one pig as a 4-H project, with such latter right to continue only so long as a general subdivision of the described tract has not been accomplished.

The possession of animals other than small household pets such as cats and dogs shall be restricted to acreages in excess of five acres and provided that in such cases of the larger animals such as cows and horses that such animals shall be annually restricted to periods of grazing upon the premises of not more than one animal unit month for each acre included within the owned tract whether or not supplementary feeding is afforded, and further provided that in no event shall any grazing by any animals be permitted which shall be in violation of prior paragraphs of these declarations regarding maintenance of stable condition of the soil and vegetation and avoidance of the creation of nuisances.

13. Subdivision Limitation and Planned Unit Development: Unless annexed to the City of Cheyenne, no portions of the described lands shall be used, developed, platted or subdivided into land area units of less than 1-3/4 net acres per single or duplex residential unit except that parcels of land of ten acres or more as a consolidated acreage may be platted into multifamily highrise or reduced acreage single dwelling lots or tracts in the event that approval therefore is obtained under Laramie County Zoning regulations from the Laramie County Planning Board or similar governmental agencies with designated authority for determining land usage in this area.

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).

RECORDED
LARAMIE COUNTY
CHEYENNE, WY.

'92 OCT 13 PM 3 28

GERTSCH HOMES

DECLARATION OF PROTECTIVE COVENANTS

108199

The undersigned, being owner in fee simple of the following described property in Laramie County, Wyoming to-wit:

Lots 1-13, Block 1, FOX RIDGE SUBDIVISION, a residential subdivision in the City of Cheyenne, Laramie County, Wyoming

do hereby make this Declaration of Protective Covenants applicable to all areas designated for single family residences within the described area.

1. No lot shall be used except for a one-family dwelling residential purpose and no building shall be erected, altered, placed or permitted to remain on any lot other than the unit above authorized along with a private garage appurtenant thereto. No structure shall exceed two stories in height, plus its roof assembly.

2. Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structure, and location with respect to topography and finish grade elevations. All construction shall be new and may not be transported to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing. Approval shall be as provided in paragraph 16.

3. Dwelling quality and size: No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porch and garage is less than 800 square feet, not less than 800 square feet on two floors of a tri-level. Two-story dwellings shall have a minimum of 500 square feet on the main floor with 900 square feet of finished living area, above grade. On lots 7 & 8, no structure shall exceed, on the northerly elevation, one-story in height, plus its roof assembly.

4. Building Locations: No building shall be located on any lot nearer to any lot line than the minimum building setback lines provided by City ordinance restrictions.

5. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage ways in the easements, or which may obstruct or retard the flow of water through drainage way in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. Nuisances: No noxious offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

15. Architectural Control Committee: The Architectural Control Committee is composed of the following: C.K. Gertsch, Betty M. Gertsch, Paul H. Gertsch, A. Jeanne Gertsch, all of Cheyenne. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, 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 for services performed pursuant to this covenant. At any time, then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

16. Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if 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.

17. Term: 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 thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless 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.

18. Enforcement: In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area or the architectural control committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and in addition to recover from the party so violating such protective covenants reasonable attorney's fees required in the proceedings either to enjoin violation of for the recovery of the damages.

19. Severability: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DATED THIS DAY OF Oct 8 1992

PARTNER, CLIFFORD K. GERTSCH
X Clifford K Gertsch

PARTNER, PAUL H. GERTSCH
Paul H Gertsch

THE STATE OF WYOMING }
 } ss
COUNTY OF LARAMIE }

STATE OF WYOMING)
) ss:
COUNTY OF LARAMIE)

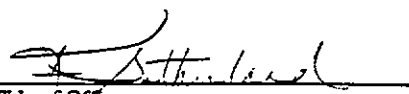
THE foregoing instrument was acknowledged before me by Clifford K. Gertsch and Paul H. Gertsch this 8th day of October, 1992

Witness my hand and official seal.

My commission expires: 3/23/94



Official Seal
Kim Sutherland
Notary Public - Wyoming
Principal Office in Laramie County
My Commission Expires March 23, 1994



Title of Officer

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EXCEPTION No. LESTER R. COFF. Records

Albert P. Bruch and Josephine Bruch, husband and wife,

grantor S.

for and in consideration of One Dollar and love and affection in hand paid, convey and warrant to

Carla V. Bruch

grantee

the following described real estate, situated in the County of Laramie State of Wyoming, to-wit:

T. 14 N., R. 66 W., 6th P. M.

Sec. 22: S/2SW/4NE/4, N/2NW/4SE/4

containing 40 acres more or less;

subject, however, to all reservations, restrictions, easements and covenants of record, and particularly that certain easement granted by deed of the grantors executed this same day as to the West 40 feet of the SW/4SW/4NE/4 and the West 40 feet of the NW/4NW/4SE/4; and subject to the further restriction that no part of said property shall be used for a junk yard, scrap yard, storage of scrap metal or used car bodies or parts or the commercial production of swine.

And the said grantors hereby covenant with the said grantee that they are lawfully seized of said premises, that they are free from encumbrances, and they warrant the title thereto against the lawful claims of all persons whatsoever, except taxes for 1958.

Hereby releasing and waiving any and all rights under and by virtue of the Homestead Exemption Laws of this State

Dated this 23rd day of October A D 19 58

Signed, Sealed and Delivered in Presence of

Albert P. Bruch (seal)
Josephine Bruch (seal)
(seal)
(seal)