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the
East 1/2 of Sec. 35

T. 16 N., R. 66 W.,

5th T. 4N.

LARAMIE COUNTY, WYO.

CORRECTION BY REVISION

STATE OF WYOMING

COUNTY OF LARAMIE

I, LARRY V. RUTHER, a licensed land surveyor in the State of Wyoming, do hereby certify that the above and foregoing description was prepared from a survey made by me and my assistants in the month of November and December in the year 1928, and that it represents the actual location of the lines, bearings and distances as shown on the plat of said survey, and is subject to the laws of the State of Wyoming.

LARRY V. RUTHER
Surveyor
C. W. WATKINS, Notary
Notary Public



NOTE: These parcels are shown in compliance with the provisions of the Wyoming Statute in force at the date of the original plat.

- RESERVED FOR
- 1 East 1/2 of the Northwest
 - 2 East 1/2 of the Southeast
 - 3 West 1/2 of the North
 - 4 West 1/2 of the South
 - 5 East 1/2 of the Northeast
 - 6 East 1/2 of the Northwest
 - 7 North 1/2 of the North
 - 8 North 1/2 of the South

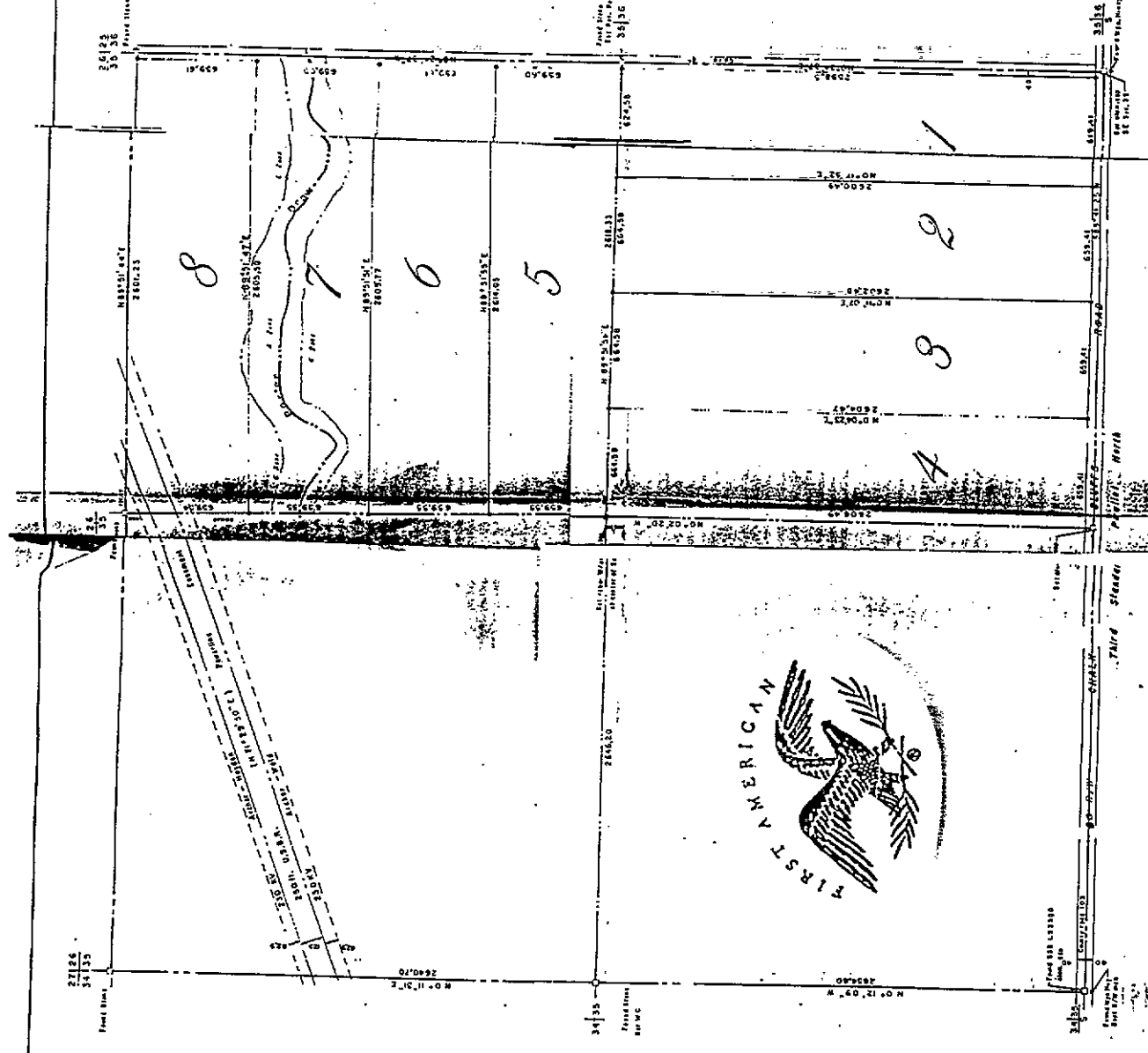
SECTION 35, T. 16 N., R. 66 W., S. 5 N., LARAMIE COUNTY, WYOMING

The Flood Plain
The flood plain shown were taken from the 1928 water-logging map as revised 22 October 1928 and the flood zone designated are as follows:
A zone - areas of the 100-year (1:10) base flood elevation and flood hazard factors not determined.
C Zone - areas of the 500-year (1:50) base flood elevation.

THE FLOOD PLAIN
Scale 1 inch = 200 feet
One foot = 1:3168 scale
One mile = 0.1575 inches

Drawn by: Earl Oberlander
35 First Street, Laramie, Wyo. 82001

The Great Hills, The East 1/2 of Section 35
T. 16 N., R. 66 W., S. 5 N., LARAMIE COUNTY, WYOMING
Map No. 11320



THE GRASS HILLS

35 20 20 20 20
Rec'd 9/1/28



RECORDED NOV 29 1984 AT 413
REGISTER NO 770132

ELMO B. and MARY E. FOSTER.)
to)
THE PUBLIC.)

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that all tracts lying within a Subdivision known as "The Grass Hills", located in the Southeast $\frac{1}{4}$ of Section 25, Township 13 N, Range 66 West of the 6th P.M., Laramie County, Wyoming, are now owned and held, subject to all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, and Elmo B. Foster and Mary E. Foster, being the owners of all of Tracts 1 through 16, do hereby covenant and agree that any subsequent grants of any of said Tracts shall be made subject to the following covenants and restrictions:

1. All Tracts shall be restricted to the covenants herein contained. It is intended that residential Tracts shall be used and occupied as ranchettes, and that the owners will have full enjoyment of these ranchettes, subject, however, to the covenants contained herein.

2. A Land Owners' Association for "The Grass Hills" is hereby created. The Land Owners' Association for "The Grass Hills" shall consist of the owners of Tracts 1 through 16 in said area. The mailing address of the Land Owners' Association is "The Grass Hills Land Owners' Association", 6421 Chalk Bluffs Road, Cheyenne, Wyoming 82007. A majority of the Association may designate a managing representative to act for it. In the event of the death or resignation of any member, the remaining members shall have full authority to act. Neither the members of the Association, nor its designated representatives shall be entitled to any compensation of any kind for services performed pursuant to this covenant. Each Tract shall have one vote in the Association on all matters.

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



3. No Tract may be used for other than residential construction. No structure other than one private, single family dwelling together with a private garage and suitable barn or shed for livestock shall be erected, placed or permitted to remain on any of the Tracts contained therein.

4. No mobile home, modular home, trailer, or any structure of a temporary character, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any Tract as a family dwelling, on a permanent basis, provided, however, a mobile house may be used as a temporary dwelling during construction of a permanent dwelling for not more than one (1) year. 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 dwellings; provided that the Land Owners' Association 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.

5. 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 (1,200) 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 ground floor area, providing that the total living area of the 1 1/2 or 2 story dwelling is not less than one thousand two hundred (1,200) square feet. All dwellings shall have minimum width of twenty-four (24) feet.

6. All dwellings shall be constructed according to county or state building codes prevailing on the date the building is constructed, it being the intent and purpose of this covenant to assure that all dwellings shall be of quality workmanship and materials. All dwellings, outbuildings, fences, corrals and



Tracts shall be maintained in a good and reasonable condition so as to uphold or enhance the property values in this area.

7. No non-agricultural trade, business and manufacturing may be conducted upon the land within the subdivision. 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 neighbors. For the purpose of this section, accumulation of rubbish, unlicensed or junk vehicles, waste products, and salvage materials among other things shall be considered a nuisance. Trash garbage and waste shall be deposited in clean, sanitary containers.

8. No refining, quarrying or mining operation of any kind shall be permitted upon or in any Tract nor shall tunnels, mineral excavations or shafts be permitted upon or in any Tract by Grantors or their successors or assigns.

9. Sewage shall be disposed of only by and through a septic or disposal system of adequate dimensions and capacity and of a type authorized by the appropriate State and County authority. No construction shall begin without permits from County and State authorities as required by Law. 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 subdivision. No outside toilets or privies shall be permitted on any tract in this subdivision. All toilet facilities must be a part of the residence or garage and shall be of modern flush-type and connected with a proper disposal system.

10. Easements and rights of way, as shown on recorded deeds, are hereby reserved to each Tract in this subdivision for poles, wires, pipes and conduits for heating, lighting, electricity, gas, telephone, sewer, water or any other public or quasi-public utility service purpose, together with the right of ingress and egress at any time for the purpose of further construction and repair.



11. Animals, livestock or poultry may be raised or bred and kept on any tract, except for commercial purposes. The number of livestock shall be so limited as to preclude overgrazing of each tract. The Land Owners' Association may, from time to time, review grazing practices and may impose livestock grazing limitations on any tract which, in their opinions, is overgrazed.

12. All barns, corrals or other pens shall be kept clean and no accumulation of waste shall be permitted for unreasonable periods of time. All animals shall be kept on their owners' property and shall not be allowed to graze without adequate fencing.

13. No tract shall be further subdivided without the unanimous consent of all members of the Land Owners' Association until such time as this subdivision is surrounded on at least three sides by subdivisions, and then only with the approval of one half of the Land Owners' Association members.

14. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of fifteen (15) 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 an instrument signed by a majority of the then owners of the tracts and lots has been recorded agreeing to change said covenants in whole or in part.

15. The roads will be developed to County standards dedicated as public roads and when and as provided by law maintained by the county. The developers shall not be responsible for nor do they guarantee road improvement or maintenance beyond initial development. The dedicated roads are as follows:

West Road named Brome;
North Road named Blue Grama; and
East Road named Foxtail

16. The enforcement of these Protective Covenants shall be the initial responsibility of the Land Owners Association;



provided, however, an aggrieved Tract owner individually or through appropriate county authority may enforce paragraphs 7, 8, 9, 11, and 12 hereof as a private or public nuisance without resorting to the Association. In the event that the Land Owners' Association fail to reasonable and timely act, the tract owner may, by private suit or otherwise, enforce the provisions of these Protective Covenants. 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.

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

18. From and after fifteen (15) years from the date these covenants are recorded, they may be amended, altered or repealed by the vote of Three Quarter (3/4) of the Land Owners' Association.

DATED this 27th day of ^{November} ~~May~~, 1984.

THE GRASS HILLS,

By Elmo B. Foster BY Mary E. Foster
ELMO B. FOSTER MARY E. FOSTER

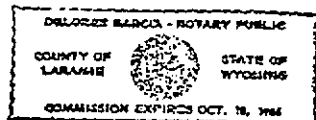
State of Wyoming)
County of Laramie) ss.

The foregoing instrument was acknowledged before me this 27th day of ~~May~~ ^{November}, 1984, by Elmo B. Foster and Mary E. Foster.

Witness my hand and official seal.

Delores Garcia
Notary Public

My Commission Expires:



Restrictions indicating a preference,
imitation or discrimination based
on race, color, religion, sex, marital
status or national origin and
prohibited to the extent such
restrictions violate 42 USC 3606(c).



C17877

ELMO B. AND MARY E. FOSTER,
TO
THE PUBLIC

RECORDED
LARAMIE COUNTY
CHEYENNE, WYOMING

198 OCT 23 PM 3 50

AMENDED DECLARATION OF PROTECTIVE COVENANTS
TO ORIGINAL COVENANTS RECORDED NOVEMBER 29, 1984
IN BOOK 1207, PAGE 1141, AT LARAMIE COUNTY, WYOMING

KNOW ALL MEN BY THESE PRESENTS, that all tracts lying within a Subdivision known as "The Grass Hills", located in the Southeast 1/4 of Section 35, Township 13 N., Range 66 West of the 6th P. M., Laramie County, Wyoming, are now owned and held, subject to all the restrictions, conditions, covenants, charges and agreements contained in the within Amended Declaration of Protective Covenants, and Elmo B. Foster and Mary E. Foster, being the owners of all 16 Tracts do hereby covenant and agree that any subsequent grants of any of said Tracts shall be made subject to the following covenants and restrictions.

1. All Tracts shall be restricted to the covenants herein contained. It is intended that residential Tracts shall be used and occupied as ranchettes, and that the owners will have full enjoyment of these ranchettes, subject, however, to the covenants contained herein.

2. A Land Owners' Association for "The Grass Hills" is hereby created. The Land Owners' Association for the "The Grass Hills" shall consist of the owners of Tracts 1 through 16, in said area. The mailing address of the Land Owners' Association is "The Grass Hills Land Owners' Association", 6421 Chalk Bluffs Road, Cheyenne, Wyoming 82007. A majority of the Association may designate a managing representative to act for it. In the event of the death or resignation of any member, the remaining members shall have full authority to act. Neither the members of the Association, nor its designated representatives shall be entitled to any compensation of any kind for services performed pursuant to this covenant. Each Tract shall have one vote in the Association on all matters.



3. No Tract may be used for other than residential construction. No structure other than one private, single family dwelling together with a private garage and suitable barn or shed for livestock shall be erected, placed or permitted to remain on any of the Tracts contained therein.

4. No mobile homes, modular homes (unless the modular home is constructed in a manner that will qualify it for a loan from the Federal Home Administration), and must meet all other restrictions contained in these covenants, trailer or other structure of a temporary character, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any Tract as a family dwelling, on a permanent basis, provided, however, a mobil home may be used as a temporary dwelling during construction of a permanent dwelling for not more than 1 year. 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 dwellings; provided that the Land Owners' Association 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.

5. The principal dwelling shall have a minimum, fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1,200 square feet; except that where said principal dwelling is a 1 1/2 or 2 story dwelling, the minimum may be reduced to 800 square feet of ground floor area, providing that the total living area of the 1 1/2 or 2 story dwelling is not less than 1,200 square feet. All dwellings shall have a minimum width of 24 feet.

6. All dwellings shall be constructed according to county or state building codes prevailing on the date the building is constructed, it being the intent and purpose of this covenant to assure that all dwellings shall be of quality workmanship and materials. All dwellings, outbuildings, fences, corrals and Tracts shall be maintained in a good and reasonable condition so as to uphold or enhance the property values in this area.



7. No non-agricultural trade, business and manufacturing may be conducted upon the land within the subdivision. 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 neighbors. For this purpose of this section, accumulation of rubbish, unlicensed or junk vehicles, waste products and salvage materials among other things shall be considered a nuisance. Trash garbage and waste shall be deposited in clean, sanitary containers.

8. No refining, quarrying or mining operation of any kind shall be permitted upon or in any tract nor shall tunnels, mineral excavations or shafts be permitted upon or in any Tract by Grantors or their successors or assigns.

9. Sewage shall be disposed of only by and through a septic or disposal system of adequate dimensions and capacity and of a type authorized by the appropriate State and County authority. No construction shall begin without permits from County and State authorities as required by Law. 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 subdivision. No outside toilets or privies shall be permitted on any tract in this subdivision. All toilet facilities must be a part of the residence or garage and shall be of modern flush type and connected with a proper disposal system.

10. Easements and rights of way, as shown on recorded deeds, are hereby reserved to each Tract in this subdivision for poles, wires, pipes and conduits for heating, lighting, electricity, gas, telephone, sewer, water or other public or quasi-public utility service purpose, together with the right of ingress and egress at any time for the purpose of further construction and repair.

11. Animals, livestock, or poultry may be raised or bred and kept on any tract, except for commercial purposes. The number of livestock shall be so limited as to preclude overgrazing of each tract. The Land Owners' Association may, from time to time, review grazing practices and may impose



livestock grazing limitations on any tract which, in their opinions, is overgrazed.

12. All barns, corrals, or other pens shall be kept clean and no accumulation of waste shall be permitted for unreasonable periods of time. All animals shall be kept on their owners' property and shall not be allowed to graze without adequate fencing.

13. No tract shall be further subdivided without the unanimous consent of all members of the Land Owners' Association until such time as this subdivision is surrounded on at least three sides by subdivisions, and then only with the approval of one half of the Land Owners' Association members.

14. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of 15 years from the date these covenants shall be automatically extended for successive period of 10 years, unless an instrument signed by a majority of the then owners of the tracts and lots has been recorded agreeing to change said covenants in whole or in part.

15. The roads will be developed to County standards dedicated as public roads and when and as provided by law maintained by the county. The developers shall not be responsible for, nor do they guarantee road improvement or maintenance beyond initial development. The dedicated road are as follows:

West Road named Brome;
North Road named Blue Grama; and
East Road named Foxtail

16. The enforcement of these Protective Covenants shall be the initial responsibility of the Land Owners' Association; provided, however, an aggrieved Tract owner individually or through appropriate county authority may enforce paragraphs 7, 8, 9, 11 and 12, hereof as a private or public nuisance without resorting to the Association. In the event that the Land Owners' Association may fail to reasonable and timely act, the tract owner may, by private suit or otherwise, enforce the provisions



of these Protective Covenants. Enforcement shall be by any proceeding at law or in equity 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.

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

18. From and after 15 years from the date these covenants are recorded, they may be amended, altered or repealed by the vote of 3/4 of the Land Owners' Association.

DATED this 23 day of Oct, 1986.

THE GRASS HILLS,

BY Elmo B Foster BY Mary E. Foster
ELMO B. FOSTER MARY E. FOSTER

State of Wyoming)
County of Laramie) ss.

The foregoing instrument was acknowledged before me this 23rd day of October, 1986, by Elmo B. Foster and Mary E. Foster.

UNDA... WITNESS my hand and official seal.
County of Laramie State of Wyoming
My Commission expires March 3, 1990

Robert L. Pritchard
Notary Public

My Commission Expires: March 3, 1990