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That the undersigned, being owners of all lands in Gray Fox Estates, a subdivision of approximately 40 acres in Laramie County, Wyoming, do hereby make the following declarations as to the limitations and restrictions or uses to which said tracts may be put, hereby specifying that said declarations shall constitute covenants to run with the land and shall accrue to and become binding upon all future owners of said tracts for the purpose of protecting the attractiveness and value of said tracts.

DECLARATION OF PROTECTIVE COVENANTS
OF
GRAY FOX ESTATES

RECORDED JAN 10 1979 AT 4:14 O'CLOCK P.M.
RECEPTION No. JANET C. WHITEHEAD, Recorder

TO THE PUBLIC

- 1) All tracts shall be known and described as residential tracts and will be restricted to the covenants contained herein. It is intended that all tracts shall be used and occupied as single-family residences, subject, however, to the covenants contained herein.
- 2) No structure other than one private, single-family dwelling, together with a private garage and one suitable shed or barn 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. No tract may be subdivided into smaller tracts.
- 3) The principal dwelling shall have a minimum fully enclosed ground floor living area devoted to living purposes, exclusive of porches, terraces, and garage, of 1200 square feet; except that where the said principal dwelling is a 1 1/2 or 2 story dwelling, the minimum may be reduced to 900 square feet of ground-floor area, provided that the total living area of the 1 1/2 or 2 floors is not less than 1500 square feet. Exterior colors of all dwellings and out buildings must first be approved, in writing, by the Architectural Committee. No residence or tract may be occupied by more than one family, that is - father, mother and siblings. It is understood that these minimum requirements are exclusive of the basement area. All dwellings shall be constructed according to FHA approved building requirements prevailing on the date the building is constructed.
- 4) No structure of temporary character, trailer, shack, basement, tent, barracks, garage, barn or other outbuilding shall be used on any tract as a family dwelling either temporarily or permanently.
- 5) No building shall be located on any tract nearer than 40 feet from the front lot line and 30 feet from the side and rear lot lines.
- 6) No trade, business, manufacture or sales, nuisance of any kind, or unlawful activity shall be carried on or permitted upon said premises.
- 7) 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 building construction shall be commenced on any tract until the sewage disposal permit has been obtained from the City-County Health authorities. No septic tank or field system

shall be nearer than 50 feet to any property line except with the consent of the appropriate health officials of the County and State; and 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 shall be permitted on any part of in this subdivision. All toilet facilities must be a part of the residence and shall be of the modern flush type and connected to a proper septic tank system.

No tract shall be used or maintained as a dumping ground for rubbish or junk, specifically junked cars, unlicensed cars, appliances, etc. Trash, garbage, or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such material shall be kept clean and in a sanitary condition. Burning trash or garbage shall not be permitted.

Basements 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, 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.

No sign of any kind shall be displayed to the public view on any tract except one sign of not more than five square feet advertising the property for sale or rent, or signs used by builders of not more than 32 square feet, to advertise the property during the construction and sales period.

No more than four (4) household pets may be kept on any one tract and no more than two (2) horses shall be kept, raised or bred on any one tract; not more than fifteen (15) poultry of any kind may be kept on any one tract. 4-H projects per tract are permitted but must not be more than one (1) calf or lamb and no swine. All poultry shall be kept penned at all times and no guineas are permitted.

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

Enforcement shall be by any proceeding at law or in equity against any person violating or attempting to violate the above-said provisions, restrictions, and covenants, either to restrain violations or to recover damages, or both.

These covenants are to run with the land and shall be binding on all persons claiming under them for a period of 25 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 sixteen (16) owners of the tracts has been recorded agreeing to change said covenants in whole or in part.

The grantor shall create a three-member committee whose responsibility shall be to review all plans for construction of buildings and other improvements within Gray Fox Estates. The initial members of the Committee shall be Raymond E. Dixon, James D. Volk and John P. Volk.

15a) The committee shall be known as the Architectural Control Committee for Gray Fox Estates and the members thereof shall serve until their successors are appointed by the grantor, or replaced by a majority vote of successors in interest to a majority of the acreage covered by these covenants.

15)

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John F. Voth - Notary Public
 Commission Expires Jan. 29, 1981

My Commission Expires:

[Signature]
 Notary Public

Witness my hand and official seal.

The foregoing instrument was acknowledged before me this 28th day of December, 1978, by James W. Barber and Raymond E. Dixon.

STATE OF WYOMING }
 ss. } COUNTY OF LARAMIE

[Signature]
 Raymond E. Dixon

[Signature]
 James W. Barber

BY:

Executed this 28th day of December, 1978.

- 17) The Architectural Control Committee shall review all proposed building plans prior to any construction being commenced. The Committee shall review the proposed architectural style, building size and quality of construction in order to ensure a consistent standard of high quality throughout the development. No building construction shall be commenced without prior written approval of the Architectural Control Committee. Executed this 28th day of December, 1978.
- 16) Invalidation of any one of these provisions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 15b) An affirmative vote of two members of the Architectural Control Committee shall be determinative.