



First American Title™

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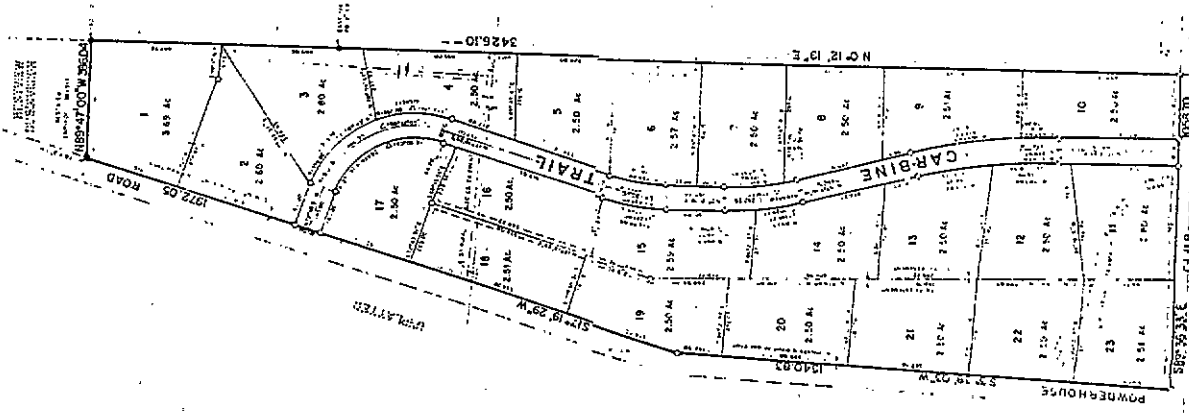
**GUN HILL**  
 A SUBDIVISION SITUATED IN THE  
 EAST HALF OF THE EAST HALF OF  
 SECTION 5, T41N, R66W, 6TH PM.  
 LARAMIE COUNTY, WYOMING

THESE LOTS ARE BEING OFFERED FOR SALE BY THE LARAMIE COUNTY WATER BOARD, UNDER THE AUTHORITY OF THE BOARD OF COUNTY COMMISSIONERS, LARAMIE COUNTY, WYOMING, IN CONNECTION WITH THE CONSTRUCTION OF THE LARAMIE COUNTY WATER TREATMENT PLANT AND THE LARAMIE COUNTY WATER MAINS SYSTEM. THE LOTS ARE BEING OFFERED FOR SALE AT A PUBLIC AUCTION TO BE HELD AT THE COURTHOUSE, LARAMIE, WYOMING, ON MONDAY, JUNE 11, 1979, AT 10:00 A.M. LOCAL TIME. THE LOTS ARE BEING OFFERED FOR SALE AS SHOWN ON THE ATTACHED MAP. THE LOTS ARE BEING OFFERED FOR SALE AS SHOWN ON THE ATTACHED MAP. THE LOTS ARE BEING OFFERED FOR SALE AS SHOWN ON THE ATTACHED MAP.

FIRST WYOMING BANK, MEMPHIS  
 David L. Davis  
 ATTORNEY AT LAW

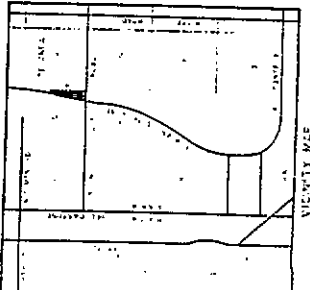
Charles J. Jensen  
 Robert L. Jensen  
 ATTORNEYS AT LAW

John A. Stoll  
 ATTORNEY AT LAW



- NOTES**
1. THE LOTS ARE BEING OFFERED FOR SALE AS SHOWN ON THE ATTACHED MAP.
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UNKNOWNS DOMESTIC WATER SOURCE  
 TELEPHONE SERVICE  
 ALL FINAL CHARGES MAY BE ASSESSED APPLICANTS  
 ACCORDING TO CURRENT TOWNSHIP BELL TARIFFS



5845536  
 A SUBDIVISION SITUATED IN THE  
 EAST HALF OF THE EAST HALF OF  
 SECTION 5, T41N, R66W, 6TH PM.  
 LARAMIE COUNTY, WYOMING  
 JUNE 1979



RECORDED JUN 11 1985 AT 11:23 O'CLOCK A.M.  
Reception No. 10021 JANET C. WILHELM, Recorder

AMERICAN LAND COMPANY, A WYOMING PARTNERSHIP

to

THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that Gun Hill, first filing, a portion of the east one-half (1/2) of the east one-half (1/2) of Section 5, Township 14 North, Range 66 West of the 6th P.M., Laramie County, Wyoming, is now owned and held subject to all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, and American Land Company, a partnership, being the owner of all of the above described land does hereby covenant and agree:

1. That all tracts of the said subdivision shall be known and described as residential tracts and will be restricted by the 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 Gun Hill is constituted. This committee is composed of the duly qualified and acting officers of American Land Company of Cheyenne, Wyoming. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member, the remaining members shall have full authority

BOOK 1214

1877

Restrictions include 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).

on this date, the restrictions are hereby deleted to the extent such restrictions violate 42 USC 3604(c).



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.

3. No building shall be erected, placed or altered on any residential lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans, specifications and plot 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 the related covenants shall be deemed to have been fully complied with.

4. No structure other than one private single family dwelling together with a private garage and suitable barn or shed for horses for use in connection with said single family dwelling shall be erected, placed or permitted to remain on any of the residential lots. No lot within a designated block may be subdivided into smaller lots.

5. No structure of a temporary character, trailer, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any tract as a family dwelling, either temporarily or permanently. However, 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 Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever in their sole discretion the same have been on the premises an unreasonable length of time.

6. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1,200 square feet; except that where the said principal dwelling is a 1½- or 2-story dwelling, the minimum may be reduced to 1,000 square feet of ground floor area, providing that the total living area of the 1½ or 2 floors is not less than 1,500 square feet, it being understood that these minimum requirements are exclusive of basement area. All dwellings shall be constructed according to FHA approved 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.

7. No building shall be located on any lot nearer than thirty (30) feet from the front lot line.

8. No business nor activity of a noxious nature may be conducted upon any lot in this subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood.

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 State of Wyoming Department of Public Health.



No septic tank or field system shall be nearer than fifty (50) feet to any building plot line except with the consent of the appropriate health officials of the county and state, 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, appliances, et cetera. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

11. 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 used by a builder to advertise the property during the construction and sales period.

12. No animals, livestock or poultry except those being raised for 4-H or FFA projects shall be raised, bred or kept on any lot, except that horses, dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. In any event, no swine of any nature may be kept, bred or maintained on the premises.

13. No 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.



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, sewer, water, or any other public or quasi public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction, maintenance 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 (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 then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

16. Enforcement shall be any proceeding at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, wither to restrain violations or to recover damages, or both.

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



Dated this 11th day of June, 1985.

AMERICAN LAND COMPANY

BY: Ted D. Maxwell  
Ted D. Maxwell

ATTEST:

\_\_\_\_\_  
Secretary

Tract 1, Gun Hill Subdivision reluctant participation  
Frederick G. Hansen

Tract 3 Gun Hill Subdivision Daniel H. House  
Daniel H. House

Tract 15 Gun Hill Subdivision Daniel P. Cazier  
Daniel P. Cazier

Tract 17 Gun Hill Subdivision James F. Rogers  
James F. Rogers

Tract 19 Gun Hill Subdivision William W. Harris  
William W. Harris

STATE OF WYOMING )  
                          ) SS  
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me by Daniel H. House, Karen S. House, Daniel P. Cazier, James F. Rogers, Suanna Rogers, William W. Harris, Barbara L. Harris and Ted D. Maxwell this 11th day of June, 1985.

ANNA L. BARNETT, NOTARY PUBLIC  
COUNTY OF LARAMIE, STATE OF WYOMING  
My Commission Expires Jan. 9, 1986

BOOK 1214

Anna L. Barnett  
NOTARY PUBLIC  
1882