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LARAMIE COUNTY CLERK
CHEYENNE, WY.

STATE OF WYOMING) 1999 MAY 17 PM 2:33
) : ss.
COUNTY OF LARAMIE)

THE HORSE CREEK RANCH, A WYOMING LC.

To

THE PUBLIC

**DECLARATION OF PROTECTIVE COVENANTS
FOR
The Horse Creek Ranch**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantors, of all lands and parcels of land contained in The Horse Creek Ranch, a subdivision of approximately 330 acres developed by the undersigned and located in Laramie County, Wyoming as the same is more particularly described to-wit:

All of Lots 1 through 33, The Horse Creek Ranch, a subdivision situated in a portion of Section 34, Township 15 North, Range 67 West, in Laramie County, State of Wyoming, as the same appears on the official plat thereof as filed for record in the office of the County Clerk and Exp-Officio Register of Deeds for Laramie County, State of Wyoming.

do hereby covenant, agree and make the following declarations as to the limitations and restrictions or uses to which said lots, including parcels created by a purchaser's initial division of a platted lot into two parcels, within The Horse Creek Ranch may be put:

1. That all parcels, including parcels created by a purchaser's initial division of a platted lot into two parcels, within The Horse Creek Ranch shall be known and described as residential parcels and shall be restricted by the covenants contained herein. It is intended that these residential parcels 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 The Horse Creek Ranch is constituted. This committee is composed of each of the undersigned persons. All committee actions or decisions shall be by a majority vote. A majority of

the committee may designate a representative to act for it. In the event of a vacancy due to the death, termination or resignation of any member, 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 of any kind for services performed pursuant to these protective covenants.

The committee, including each of its individual members, shall not be liable for damages by reason of any action, inaction, exercise of discretion, approval or disapproval by it with respect to any request made pursuant to these protective covenants. Any approval or permission granted by the committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant, and any approval or permission granted by the committee shall not in any way be construed to mean acceptance of any submission to any private or governmental agency.

3. No building (including suitable barn, stable, or general storage building as hereinafter provided for) or other structure shall be erected, placed, or altered on any parcel, including any parcel created by a purchaser's initial division of a platted lot into two parcels, within The Horse Creek Ranch until the architectural plans and material specifications and a site plan showing the location of the proposed structure have been submitted with written notice of intent to construct to the Architectural Control Committee, received by said committee, and thereafter approved by said committee as to quality of workmanship and materials, harmony of exterior design with existing structures, compliance with the requirements contained herein and location with respect to topography and finish grade elevations. The committee's approval, approval with conditions, or disapproval shall be in writing, and shall be final and not subject to review or appeal in any other forum. In the event the committee or its designated representative fails to approve; approve with conditions, or disapprove within 60 days after plans, specifications and site 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 this particular related covenant shall be deemed to have been fully complied with.

4. No structure other than one private single family dwelling together with a private attached garage in the minimum size of a two-car garage, or a house plan design for attached garage space equivalent in the minimum size of a two-car garage, and suitable barn or stable for horses or general storage building for use in connection with said single family dwelling shall be erected, placed or permitted to remain on any residential parcel, including any parcel created by a purchaser's initial division of a platted lot into two parcels. All construction shall be new and must comply with minimum building standards as set forth in this declaration.

(12)

5. No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any parcel, including any parcel created by a purchaser's initial division of a platted lot into two parcels, 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 or lumber shed for the purpose of erecting or selling dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever the same have been on the premises, in the view of said committee, for an unreasonable length of time. No mobile home shall be converted to a permanent dwelling on any site.

6. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1,500 square feet; except that where the said principal dwelling is a 1-1/2 or 2 story home, the minimum may be reduced to 1,000 square feet of ground floor area, providing that the total living area of the 1-1/2 or 2 floors is not less than 1,700 square feet, it being understood that these minimum requirements are exclusive of any basement area. All dwellings must have at least a two-car attached garage minimum or an attached garage in an equivalent size of a two-car garage. All dwellings shall be constructed according to Laramie County 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. Exterior colors and exterior construction materials of all dwellings and out buildings must first be approved, in writing, by the Architectural Control Committee. In these regards, unless otherwise approved by the committee, a dwelling must have no less than 25% of its exterior walls constructed of suitable brick, natural stone or other appropriate masonry. All exterior surface materials and roofing shall be subject to approval by the Architectural Control Committee. Generally, no sheet metal or aluminum siding shall be permissible unless otherwise approved by the committee. Once construction is begun on any structure, construction of that particular structure, wall, fence, residence, ancillary building, or other structure shall be completed within one year of the time such construction was begun.

7. No building shall be located on any residential parcel, including a parcel created by a purchaser's initial division of a platted lot into two parcels, nearer than fifty (50) feet from any parcel line. This covenant shall not prohibit a building from being built within fifty (50) feet of a parcel line of an adjacent parcel if said adjacent parcel is also owned by the same person who is combining two or more parcels as a single home site. Due to the varied topography of the land a variance may be granted for less than 50 feet at the sole discretion of the Architectural Control Committee.

8. No activity of a noxious or offensive nature shall be conducted upon any parcel, including any parcel created by a purchaser's initial division of a platted lot into two parcels, in this subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. No high volume trade business, manufacturing, or commercial warehousing activity shall be permitted upon said premises.

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 Laramie County Department of Environmental Health. No septic tank or field system shall be nearer than fifty (50) feet to any residential parcel line except with the consent of the appropriate health officials of the county and state and the Architectural Control Committee, 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 parcel, including parcels created by a purchaser's initial division of a platted lot into two parcels, shall be used or maintained as a dumping ground for rubbish or junk, specifically junked cars, unlicensed cars, vehicles which are not in running condition or are in a state of disrepair, appliances, etc. Trash, garbage and other waste shall be kept only in sanitary containers. No burning of trash may be allowed on any parcel. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises of any parcel.

11. Except for signs advertising the offering for sale of parcels by the subdividers of The Horse Creek Ranch, no sign of any kind shall be displayed to the public view on or about any residential parcel, including parcels created by a purchaser's initial division of a platted lot into two parcels, except one sign of not more than five square feet advertising the property for sale, or except signs of no more than 32 square feet used by a builder to advertise the property during the construction period. Upon completion of construction a large sign shall be removed, but may be replaced with a five square foot sign for advertising purposes.

12. Commonly accepted domestic pets, such as dogs and cats, may be kept by the owners of a parcel provided they are not maintained or kept for commercial purposes. Dogs shall be under the control of the owner at all times and shall not be allowed to run free off the owner's parcel. The Architectural Control Committee shall have the authority to order a domestic pet off the premises of the subdivision should the pet, in the view of the committee, be a general nuisance or pose a danger to others.

13. The land of The Horse Creek Ranch is beautiful and fragile, consisting of varied topography covered by the native grasses and wildflowers of Laramie County. Owners of parcels within the subdivision shall demonstrate respect for the land through their actions, endeavoring to preserve the natural beauty, native grasses, and landscape within the context of developing and maintaining the amenities of rural residential living, including landscaped residential yards. Owners shall not permit overgrazing of the land by horses or other animals allowed upon the land through these protective covenants. Unless otherwise permitted within the sole discretion of the Architectural Control Committee, no more than two (2) horses may be kept upon each parcel, including each parcel created by a purchaser's initial division of a platted lot into two parcels. Horses shall be accommodated with adequate barn or stable facilities approved by the Architectural Control Committee, and horse owners shall demonstrate, to the satisfaction of the committee, an adequate non-grazing feeding arrangement for their horses. Horse owners must clean up after their horses regularly, and within 30 days of written notification by an adjoining landowner or by the Architectural Control Committee. Stables, barns, and corrals shall be of finished construction and shall be maintained in compliance with all lawful sanitary regulations and Architectural Control Committee approval. No livestock (including cattle, sheep, swine, etc.) shall be kept for any commercial purpose whatsoever. However, this covenant shall not prohibit 4-H, FFA, or similar non-commercial limited projects, subject to the prior written approval of the Architectural Control Committee, which may be granted in whole or in part, or denied. Within its sole discretion the Architectural Control Committee shall have the authority to grant variances, to impose restrictions, and to take actions which have the purpose of preserving the natural beauty, native grasses, and landscape within the context of developing and maintaining the amenities of rural residential living.

14. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon or in any parcel, including any parcel created by a purchaser's initial division of a platted lot into two parcels, nor shall tanks, tunnels, mineral excavations or shafts be permitted upon or in any parcel. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any parcel.

15. 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, natural gas, telephones, cable TV, sewer, water or any other public/quasi public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction and repair.

16. These protective covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date these protective covenants are recorded, after which time said protective covenants shall be automatically extended for

successive periods of twenty (20) years unless, at any time, an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said protective covenants in whole or in part.

17. It shall be lawful for any owner of any parcel, including any parcel created by a purchaser's initial division of a platted lot into two parcels, or for the Architectural Control Committee to maintain an action at law or in equity against any person or persons violating or attempting to violate any of the aforesaid provisions, restrictions and covenants, either to restrain violations or to recover damages, or both. In the event a party is found through a legal proceeding to have violated any of the covenants and provisions herein, that party shall be liable for and shall pay the reasonable attorneys fees and expenses incurred by those enforcing the covenants. The Architectural Control Committee shall not be required to maintain an action at law or in equity as aforementioned, but the maintenance or non-maintenance of such an action shall rest within the sole discretion of the committee.

18. No vehicles, trailers, or vehicular equipment shall be habitually parked along any roadside in the subdivision. Owners of camp trailers, horse trailers, boats and boat trailers and trucks larger than general use pickups shall park such vehicles away from the roadway side of any house.

19. Water wells shall be set back a minimum of fifty (50) feet from any parcel line. This covenant shall not prohibit a well from being located within fifty (50) feet of a parcel line of an adjacent parcel if said adjacent parcel is also owned by the same person who is combining two or more parcels as a single home site. A variance may be granted at the sole discretion of the Architectural Control Committee.

20. All utility lines, connections and installation of wires to homes shall remain underground within the property from the nearest available source to the structure and shall be the responsibility of the owner, builder and/or the utility company.

21. Any and all boundary fencing to be constructed subsequent to the time of the filing of these covenants shall not include barb wire or steel "T-Posts." All fencing shall have the prior written approval of the Architectural Control Committee, which shall give preference to vinyl fencing.

22. The invalidation or enjoining of any of these protective covenants, in whole or in part, by judgment or court order shall in no way affect any other provision or covenant contained herein, which shall remain in full force and effect.

Ch

DATED this _____ day of May, 1999.

THE HORSE CREEK RANCH, LC

BY: *June C. Casey*
JUNE C. CASEY

BY: *Richard H. Honaker*
RICHARD H. HONAKER
Trustee of the Shannon C. Honaker
Revocable Trust Dated 2-13-98

BY: *Shannon C. Honaker*
SHANNON C. HONAKER
Trustee of the Shannon C. Honaker
Revocable Trust Dated 2-13-98

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by June C. Casey this 10th day of May, 1999.

Witness my hand and official seal.



Pamela Morgan
Notary Public

My Commission Expires:
8-7-2000