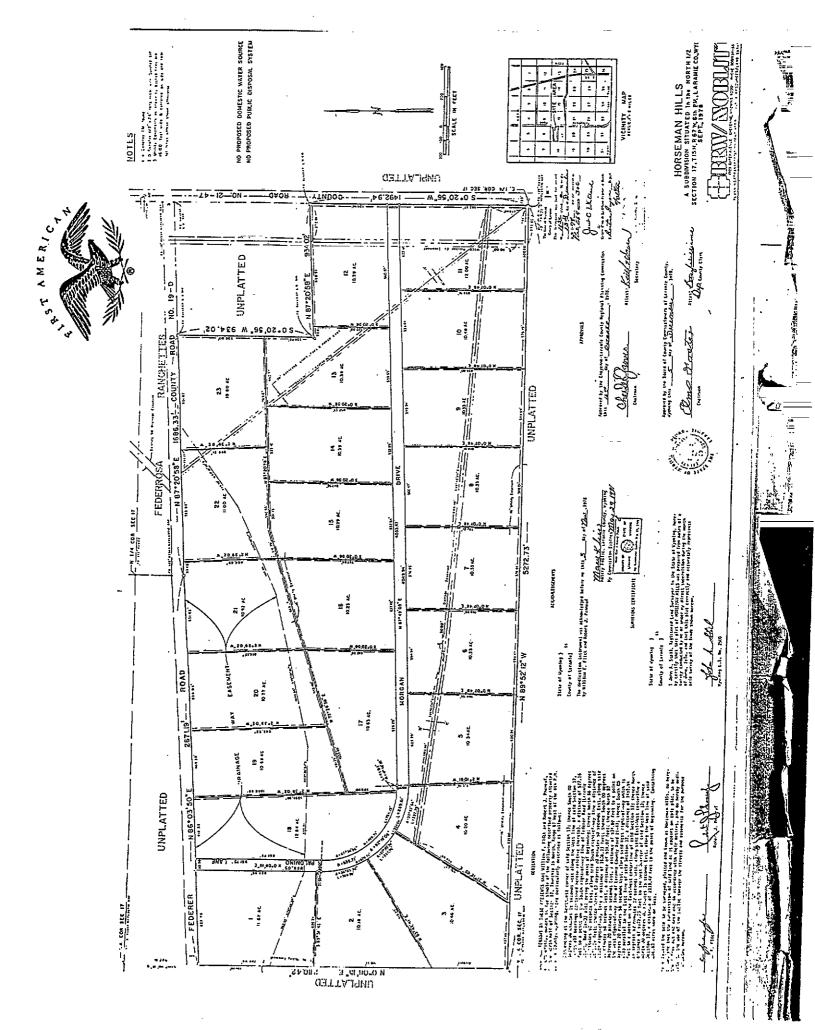


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THE STATE OF WYOMING

COUNTY OF LARANTE

SECONDER 1 3 1978 AT 1 53 OCTOCK AN

M. FREDRICK FLICK AND ROBERT J. PHANCUF

TO THE PUBLIC:

SEPTEMBER 15, 1978

DECLARATION OF PROTECTIVE COVENERTS
OF HORSEMAN HILLS

The undersigned, being the owners in fee simple of the following described property situate in Laramic County, Myoming, to-it:

A Tract of land situated in the North Half of Section 17, Township 15 North, Range 07 West of the Sixty P. M., Laranie County, Myoming, more particularly described as follows:



Commencing at the northwest corner of said Section 17; thence S 00° 08' 15" W along the west line of said Section 17, a distance of 467.16 feet to a point on the south right-of-way of Federer Road also being the point of beginning; thence N 87° 20' -58"E and along the said south right-of-way line of Federer Road a distance of 4353.92 feet; thence S 00° -20' 56"W a distance of 934.02 feet to a point on the west right-of-way line of County Road 21-47; thence S 00° -20' -56"W and along the said west right-of-way line of County Road 21-47 which is also parallel to the East line of said Section 17 a distance of 1492.91 feet to a point on the East-West centerline of said Section 17, thence N 89° -52' -12"W and along the said East-West centerline of Section 17 a distance of 5272.73 feet to the Wide Corner of said Section 17; thence N 00° -8'-15" and along the said West line of Section 17 a distance of 2170.46 feet to the True Point of Beginning, containing 258.4625

do 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 building or buildings may be removed. from another location to any site within this subdivision. No wall shall be crected, placed or altered on any lot nearer to any street than the minimum building set—back line.

## 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 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 50 feet to the front lot line or nearer than 25 feet to any side lot line except as is otherwise herein provided for a planned unit development. Reverse lots shall afford a 50 foot side yard clearance to the street side.
- (B) No building shall be located nearer than 25 feet to an interior lot line. No dwelling shall be located on ay interior lot nearer than 15 feel 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. <u>Nuisances</u>: 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, polution, 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 Joning 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 pattern 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.

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- 9. Parking of Vehicles? No vehicle, other than a vehicle that is owned by the owner or lessee of the lot and that does not have a current Wyoming vehicle registration, shall be kept or stored on the premises. Vehicles, which are not in running condition or in a state of disrepair, shall not be parked on any street or roadway, or in any parking area or otherwise in front of any residence. Any vehicle which appears to be abandoned shall be deemed to be an offensive activity and a nuisance as provided in Section 5 of these covenants. All other vehicles such as trailers, campers, boats and busses shall not be parked or stored in front of any residence or on any street or roadway for a period in excess of seventy-two (72) hours.
- 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. 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 is reached, at which time disposition must be made of the excess.

No swine shall be permitted hereon, except one pig as a 4H or F.F.A. 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 10 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 year for each lot unless the animal is stabled and fed, 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.

- 12. No Lot Shall Be Subdivided: Any plans and specifications for buildings to be constructed on any sight shall be submitted to an architectural control committee to be composed of Wm. Fredrick Flick, Robert J. Phaneuf, Abe Rosenberg. A majority of the committee may designate a representative to act for it. In the event of death or designation 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, the 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.
- 13. No mobile home shall be converted to a permanent dwelling on any site without the approval of the architectural control committee.
- 14. There shall be no hunting or use of firearms on any site on the above described property.

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16. Enforcement: In the event that any person shall violate any of these covenants, it shall be lawful for any owner to any lot or lots in the area or adjacent to the area 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 occover from the party so violating such protective covenants reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery of the damages.

17. <u>Severability:</u> 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.

Um. Predrick Alick and lobert J. Planeuf

Wa. Fredrick Flick

Robert V. Physique

My Commission expires immary 7, 1861

27:11:30

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