



First American Title™

**These documents are provided by First American Title as a courtesy to you. Should you have any questions regarding these documents, please contact your Realtor or a Real Estate Attorney.**

*Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.*



*[Handwritten mark]*

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR J BAR S RANCH SUBDIVISION SECOND THROUGH FIFTH FILING

THIS DECLARATION is made this 9<sup>th</sup> day of February, 1998, by James E. and Sharon C. Strunk, hereinafter referred to as "the Declarant." Address is: P.O. Box 1161, Longmont, Colorado 80502

WHEREAS, the Declarant is the owner of that certain parcel of real property located in the County of Laramie, State of Wyoming, leagally described on Exhibit "A" attached hereto and in corporated herein by reference and hereinafter referred to as "the Property."

NOW, THEREFORE, the Declarant hereby published and declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, administrators, successors and assigns, and shall inure to the benefit each owner thereof.

ARTICLE I


DEFINITIONS

Section 1: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Tract, but excluding those having such interest merely as security for performance of an obligation.

Section 2: "Property" shall mean and refer to that certain real property described on Exhibit "A" attached hereto and incorporated herein by reference and such additions thereto as may hereafter be brought within the jurisdiction of this Declaration pursuant to Article IV hereafter.

Section 3: "Declarant" shall mean and refer to James and Sharon Strunk, or any person or entity that purchases all or any portion of the Property for the purpose of and with the intent to develop and sell the

LARAMIE COUNTY CLERK  
CHEYENNE, WY.  
218459  
of 198 FEB 12 PM 1 16

Property in more than one parcel if such person or entity assumes in writing the obligations of the Declarant under this Declaration. 

ARTICLE II

DECLARANT APPROVAL

Section 1: Approval. No building or other structure, including, but not limited to, dwellings, sheds, barns, garages, outbuildings, fences and corrals, shall be erected, placed or altered on any Tract until the plans and specifications thereof with a plot plan have been approved by the Declarant, which plans and specifications shall, among other things, show the size of the structure, the type of any exterior materials, color and finish, exterior design, existing structures, if any, and location of structures with respect to utility lines and facilities, property lines, roads, topography and finish grade.

Approval by the Declarant shall be in writing or indicated by endorsement on the plans and specifications submitted for approval. In the event the Declarant fails to approve or disapprove the plans and specifications submitted to it by the Owner of a Tract within thirty (30) days after submission of the plans and specifications, then such approval shall not be required and shall be deemed to have been given. However, no building or other structure shall be erected or allowed to remain on any Tract which violates any of the covenants or restrictions herein contained. The issuance of a building permit or license by Laramie County, Wyoming, or other governmental authority having jurisdiction over the Property, shall not prevent or prohibit the Declarant or an Owner from enforcing the terms and provisions of this Declaration; and approval by the Declarant of the plans and specifications submitted to it shall not constitute any representation that such plans and specifications comply with applicable zoning ordinances or building codes.

Section 2: Liability. The Declarant shall not be liable to an Owner for any loss, cost, expense or damage, including attorneys' fees, suffered by such Owner as a result of any decision made by the Declarant unless such action is taken in bad faith or with malice against an Owner.



ARTICLE III

USE RESTRICTIONS

Section 1: Use Restrictions. All Tracts shall be used and improved exclusively for occupancy and residence by a single family. For purposes of this sections, the term "single Family" shall mean and refer to any individual or two (2) or more persons related by blood or marriage or an unrelated group of not more than three (3) persons living together in a residential dwelling unit. No more than one single-family residential dwelling shall be located on any Tract. All buildings or structures erected upon any Tract shall be of new construction. In addition, the Owner of a Tract may construct non-residential outbuildings and structures such as garage, barns, stables, corrals and other appurtenant structures as may be approved by the Declarant.

Section 2: Dwelling Size. The ground floor area for a one-story residential dwelling constructed upon any Tract shall contain not less than one thousand (1,000) square feet of finished or unfinished living space, excluding open porches, garages and basements. A multi-level residential structure constructed upon any Tract shall contain not less than one thousand (1,000) square feet of finished or unfinished living area on the ground floor level with an overall minimum of one thousand, three hundred (1,300) square feet of total finished or unfinished living space, excluding open porches, garages and basements.

Section 3: Setback. No building or other structure (except fences) shall be constructed within fifty (50) feet of any boundary line of any Tract. Eaves, steps and open porches (i.e., not roofed) shall not be considered part of a building for the purpose of a foregoing setback requirements. The Declarant may grant relief from this provision for good cause shown and when requested by an Owner.

Section 4: Modular Construction. New modular homes shall be permitted with a shingle roof when placed on a permanent foundation of concrete or concrete blocks.

B

Section 5: Grading and Drainage. The topography of a Tract shall not be altered in any manner which would cause unusual quantities of water from any source to flow from the Tract onto any other Tract or onto any public right-of-way. All surface areas disturbed by construction of a residential dwelling or other buildings or improvements shall be promptly restored and shall be appropriately landscaped.

Section 6: Maintenance of Tracts and Improvements. Owners of Tracts shall keep or cause to be kept all buildings, fences and other structures located on their property in good repair. Rubbish, refuse, garbage and other solid, semi-solid and liquid wastes shall be kept within sealed containers and shall be disposed of periodically in a sanitary manner. No Tract shall be maintained as a dumping ground for such materials. All containers shall be kept in a neat, clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon any Tract visible from any other Tract or from a public right-of-way.

Section 7: Nuisance. Nothing shall be done or permitted on any Tract which is or may become a nuisance. No noxious or offensive activities or commercial businesses or trades shall be conducted on any Tract except home occupations as defined and permitted by zoning resolution of Laramie County, Wyoming, or other governmental entity having jurisdiction over the Property. For purposes of this provision, ungaraged boats, trailers, machines, inoperative automobiles or other equipment which remain on a Tract for more than ten (10) days shall be deemed a nuisance unless such boats, trailers, machines, inoperative automobiles or equipment are stored in a garage, barn or other building, or are otherwise screened from the view of other Tracts and from roads in a manner approved by the Declarant.

Section 8: Temporary Structures. No structure of a temporary character, including trailers, campers, mobile homes, basements, garages, tents, accessory buildings or vehicles, shall be used on any Tract for residential purposes during the construction of a permanent dwelling or at any other time without Declarant prior approval. Temporary structures will be limited to one (1) year while construction is underway.

Section 9: Signs. No sign of any character shall be displayed or placed upon any Tract except signs meeting the following requirements:  
(i) one (1) sign per Tract of not more than six (6) square feet in total

§

areas advertising a Tract for sale shall be permitted on each Tract; (ii) the Declarant shall have the right to place a permanent sign adjacent to any county road identifying the development; (iii) until such time as the Declarant is no longer the Owner of a Tract within the Property, the Declarant or its agents shall have the right to place one (1) or more signs on the Property, without limitation as to size, offering the Tracts within the Property for sale.

Section 10. Animals and Livestock. An Owner may keep animals and livestock upon a Tract for recreational purposes and for use by the Owner's immediate family subject to the following restrictions and limitations:

A. Under no circumstances may hogs or pigs be maintained on any Tract.

B. The Tract shall at all times be maintained in a clean and sanitary condition.

C. No Tract shall be overgrazed and the character of the Tract shall not be changed by the grazing of animals and livestock.

D. All animals and livestock shall be cared for in a humane and husbandlike manner.

E. Corrals, barns and other outbuildings may be erected and maintained for the animals and livestock provided that the structures are first approved by the Declarant.

F. All animals and livestock shall be confined to the Owner's Tract by a lawful fence.

G. An Owner may not keep, breed or maintain any animals or livestock for commercial purposes.

Section 12: Mining. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of the Property, nor shall any oil, natural gas, petroleum, asphaltum or hydrocarbon products or minerals of any kind be produced or extracted therefrom.

B

Section 13: Destruction of Improvements. In the event any residential dwelling or other structure constructed upon a Tract is damaged either in whole or in part by fire or other casualty, said dwelling or other structure shall be promptly rebuilt or remodeled to comply with this Declaration; or, in the alternative, if the dwelling or other structure is not rebuilt, all remaining portions of the damaged structure, including the foundation and all debris, shall be promptly removed from the Tract and the Tract shall be restored to its natural condition existing prior to the construction of the dwelling or other structure.

Section 14: Height restriction of Tract 6. No building or structure may be erected on Tract 6, J - S Ranch Subdivision, Second Filing that will intrude into that airspace about Tract 6 which is above the Mean Sea Level elevation of 5840.0 feet, said elevation being defined as thirty-eight (38) feet above the Southwest corner of said Tract 6, which point is defined as being 5802 feet above Mean Sea Level and is also the Southwest Corner of Section 32, T15N R64W, 6th PM, Laramie County, Wyoming. Said Southwest corner of Tract 6, and Section 22 is described as being a 2 1/2" Aluminum Cap mounted on a 2" Aluminum pipe as described in the Section Corner Recordation forms of the records of the County Clerk, Laramie County, Wyoming.

#### ARTICLE IV

#### ANNEXATION

Section 1: Annexation of Additional Land. Additional land within the area described on Exhibit "B" attached hereto and incorporated herein by reference may be annexed by the Declarant without the consent of any of the Owners at any time.

Section 2. Documentation for Annexation. For any annexation by Declarant pursuant to the provisions of this Article V, Declarant shall cause a written instrument of annexation concerning such annexed property to be prepared and filed in the records of the Clerk and Recorder of Laramie County, Wyoming, prior to the conveyance of the first Tract in such annexed property. Any instrument of annexation hereunder by Declarant may also contain additional or other covenants, conditions, restrictions, easements, reservations and other provisions therein which are applicable to the Property thereby being annexed. Declarant specifically declares that the provisions of this Article V are necessary and desirable in order for it to develop the Property and the property described on Exhibit "B" hereto, or portions thereof, in an orderly and



B

complete development and represents that if Declarant annexes such additional property to this Declaration, any improvements constructed on such additional property will be of a comparable style, quantity, size and cost and will be aesthetically comparable to the then existing improvements on the Property.

#### ARTICLE V

##### GENERAL PROVISIONS

Section 1: Enforcement. The Declarant, or any Owner, shall have the right, by any proceeding at law or in equity, to enforce all restrictions, covenants, conditions and reservations now or hereafter imposed by the provisions of this Declaration. In the event it becomes necessary for the Owner or the Declarant to commence an action to enforce this Declaration, the court shall award to the prevailing party in such litigation, in addition to such damages as the court may deem just and proper, an amount equal to the cost and reasonable attorneys' fees incurred by the prevailing party in connection with such litigation. Failure by the Declarant or by any Owner to enforce any covenant or restriction contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3: Duration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from and after the date this Declaration is recorded, after which period this Declaration shall cease to be and shall be of no further force or effect, unless the Owners of seventy-five percent (75%) of the Tracts shall elect, in writing duly recorded, to extend this Declaration for an additional specified period; at the end of said specified period this Declaration shall cease to be and shall be of no further force or effect unless similarly extended for an additional period or periods.

Section 4: Amendment. This Declaration may be altered or amended in whole or in part at any time the then record owners of Seventy-five percent (75%) of the Tracts so elect through a duly written and recorded instrument; provided, however, that this Declaration may not be amended without the written consent of the Declarant, as long as the Declarant owns a Tract within the Property.



EXHIBIT "A" ATTACHED TO AND MADE A PART OF THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR J BAR S RANCH SUBDIVISION SECOND THROUGH FIFTH  
FILING.

Legal Description

All of J Bar S Ranch Subdivision, according to the Plat thereof  
recorded on June \_\_, 1997, in the Office of the Clerk and Recorder of  
Laramie County, Wyoming.

South half of Section 32, T15N R64W, 6th P.M. Laramie County,  
Wyoming and Filing 2 is more particularly described as follows:

8

EXHIBIT "B" ATTACHED TO AND MADE A PART OF THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR J BAR S RANCH SUBDIVISION SECOND THROUGH FIFTH  
FILING.

Legal Description

Possible future subdivision is: All of Section 32, Township 15N,  
Range 64W, 6th PM, Laramie County, Wyoming.

SURVEYOR'S CERTIFICATE

I, S.D.Dawson, a registered land surveyor in the State of Wyoming, do hereby certify that this plat of J-S Subdivision, 2nd filing was prepared from notes taken during an actual survey of the property shown hereon, which was made by me during the month of December, 1996; that it accurately represents the tracts of the J-S Ranch Subdivision 2nd Filing as marked on the ground by a 1 1/2" aluminum cap on a 5/8" x 30" rebar inscribed " S.D.Dawson WY LS 555 " set at all tract corners; that all dimensional details of the property are correct to the best of my knowledge; and that the land embraced in this subdivision is a portion of the S 1/2 of Section 32, T15N R64W, 6th P.M. Laramie County, Wyoming, and is more particularly described as follows:

Beginning at the Southwest corner of section 32, T15N R64W 6th P.M., Laramie County, Wyoming:

Thence N 00°29'52" W a distance of 1304.81' to a point  
Thence N 78°24'28" E a distance of 1090.44' to a point  
Thence S 75°52'52" E a distance of 1487.14' to a point  
Thence S 00°04'15" E a distance of 593.20' to a point  
Thence S 89°43'22" E a distance of 181.31' to a point  
Thence S 00°29'52" E a distance of 580.05' to a point  
Thence N 89°43'23" W a distance of 2666.19' to the Point of Beginning

Containing 3550307.34 square feet or 81.5038 acres more or less.

S.D.Dawson, Wyoming RLS No.555

NOTICE OF AMENDMENT TO  
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR J BAR S RANCH SUBDIVISION  
SECOND THROUGH FIFTH FILING

THE UNDERSIGNED, representing 78.5% of the owners of tracts 6 through 20 of the J bar S Ranch Subdivision, 2nd filing, hereby amend the Covenants, Conditions and Restrictions which were filed with the Laramie County Clerk on February 12, 1998, in Book 1472 at Page 933, as follows:

ARTICLE I: DEFINITIONS

Section 3: "Declarant" shall mean Sharon C. Nelson Young or her successors in interest by way of a Deed, assignment or otherwise in writing.

ARTICLE III: USE RESTRICTIONS

Section 4: Modular Construction. Modular homes will NOT be permitted.

EXHIBIT "A": LEGAL DESCRIPTION

There being no Third, Fourth or Fifth Filing, these Covenants, Conditions and Restrictions apply to the following legal description:

Tracts 6 through 20, J-S Ranch Subdivision, 2nd Filing, a portion of the S $\frac{1}{2}$  of Section 32, Township 15 North, Range 64 West of the 6th P. M., Laramie County, Wyoming.

RATIFICATION:

We hereby republish and reaffirm said Covenants, Conditions and Restrictions recorded February 12, 1998, as hereinabove modified and amended and we do hereby declare said Covenants as amended and modified to be our Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the UNDERSIGNED have caused their hands and seals to be hereunto affixed the day and year as indicated.

TRACTS: 6, 10, 11, 14, 16, 17 & 20

Sharon C. Nelson Young  
Sharon C. Nelson Young

March 22, 2000  
Date

TRACTS: 8 & 9

Terry L. Brooksmith, Jr.  
Terry L. Brooksmith, Jr.

02 MAY 00  
Date

Robin L. Brooksmith  
Robin L. Brooksmith

May 2, 2000  
Date

TRACTS: 18 & 19

Walter L. Sokol, Jr.  
Walter L. Sokol, Jr.

28 APR 00  
Date

TRACT: 13

Rodney K. Berg  
Rodney K. Berg

6/12/00  
Date

Brenda M Berg  
Brenda M. Berg

6-13-00  
Date

STATE OF COLORADO )  
                          ) ss  
COUNTY OF BOULDER )

The above instrument was acknowledged in person before me by Sharon C. Nelson Young this 2nd day of March, 2000.

Witness my hand and official seal.

Laura Rebe  
Notary Public  
My Commission Expires 01/25/2004

STATE OF WYOMING )  
                          ) ss  
COUNTY OF LARAMIE )

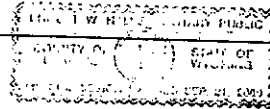
The above instrument was acknowledged in person before me by Terry L. Brooksmith, Jr. and Robin L. Brooksmith this 2nd day of May, 2000.

Witness my hand and official seal.

J. Hall  
Notary Public

My Commission Expires \_\_\_\_\_

STATE OF WYOMING )  
                          ) ss  
COUNTY OF LARAMIE )



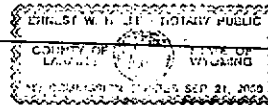
The above instrument was acknowledged in person before me by Walter L. Sokol, Jr. this 2nd day of April, 2000.

Witness my hand and official seal.

J. Hall  
Notary Public

My Commission Expires \_\_\_\_\_

STATE OF WYOMING )  
                          ) ss  
COUNTY OF LARAMIE )



The above instrument was acknowledged in person before me by Rodney K. Berg and Brenda M. Berg this 13 day of June, 2000.

Witness my hand and official seal.

J. Hall  
Notary Public

My Commission Expires \_\_\_\_\_

