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1994 SEP 26 11:10
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR J BAR S, SUBDIVISION
RANCH

THIS DECLARATION is made this 2 day of September, 1994, 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 of 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



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.



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.



[Handwritten signature]

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.

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 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.



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Section 5. Gender and Grammar: The singular, whenever used herein, shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof applicable, either to corporations or individuals, man or woman, shall in all cases be assumed as those in each case fully expressed.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has executed this Declaration this 2 day of September, 1994.

James E. Strunk
James E. Strunk

Sharon C. Strunk
Sharon C. Strunk

STATE OF COLORADO)
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 2nd day of September, 1994, by Sharon C. and James E. Strunk.

WITNESS my hand and official seal.



My commission expires: 6-10-95

Peggy Schindler
Notary Public



EXHIBIT "A" ATTACHED TO AND MADE A PART OF THE DECLARATION OF
CONVENANTS, CONDITIONS AND RESTRICTIONS FOR J BAR S, SUBDIVISION,
RANCH

Legal Description

All of J Bar S^{RANCH} Subdivision, according to the Plat thereof recorded on
August 25, 1994, in the Office of the Clerk and Recorder of Laramie County,
Wyoming.

Portion of the N1/2 of Section 5, T14N R64W, 6th PM, Laramie County,
Wyoming and is more particularly described as follows:

BEGINNING AT A POINT WHICH IS S 89°43'22"E A DISTANCE OF 8000 FEET FROM
THE NORTHWEST CORNER OF AFORESAID SECTION 5, T14N R64W, 6th PM;
THENCE, S 89°43'22" E ALONG THE NORTH LINE OF AFORESAID SECTION 5,
A DISTANCE OF 3356.60 FEET TO A POINT MONUMENTED AS DESCRIBED ABOVE
THENCE, S 1°47'02" W A DISTANCE OF 479.74 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE
OF COUNTY ROAD NO 215 WHICH IS MONUMENTED AS DESCRIBED ABOVE
THENCE, ALONG THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD NO 215,
S 67°45'51" W A DISTANCE OF 3892.44 FEET TO A POINT ON THE WEST LINE OF
AFORESAID SECTION 5 WHICH IS MONUMENTED AS DESCRIBED ABOVE
THENCE, ALONG THE WEST LINE AN EASEMENT FOR COUNTY ROAD NO 137, N 1°47'02" E
A DISTANCE OF 1970.64 FEET TO THE POINT OF BEGINNING.
SAID PARCEL OF LAND CONTAINS 100.00 ACRES MORE OR LESS



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

RANCH

Legal Description

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