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LODGEPOLE CORP.,)
A Wyoming Corporation, and)
NORTHBROOK LAND CO.,)
A Wyoming Corporation,)
TO)
THE PUBLIC.)



DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that all lands lying within the N4S4 of Section 25, Township 16 North, Range 67 West of the 6th P.M., Laramie County, Wyoming, are now owned and held, subject to all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, and Lodgepole Corp., a Wyoming corporation, and Northbrook Land Co., a Wyoming corporation, being the owners of all of said land, do hereby covenant and agree that any subsequent grants of any of said land shall be made subject to the following covenants and restrictions:

1. All of the above-described land shall be known and described as residential land and will be restricted to the covenants herein contained. It is intended that said land 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 such land shall consist of Lamont Miller, Richard Diefenderfer and Ted Simola. The mailing address of the Architectural Control Committee is P. O. Box 1515, Cheyenne, Wyoming, 82001. A majority of the committee may designate a representative to act for it. In the event of a death 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 this covenant.



3. No buildings shall be erected, placed or altered on any lot until the building plans, specifications and plot plan, showing the location thereof, have been approved in writing by the Architectural Control Committee. In the event the committee, or its designated representative, fails to approve or disapprove by majority vote, such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within sixty (60) days from the commencement of construction which is defined as the date of the pouring of footings, such approval will not be required, and this covenant will be deemed to have been fully complied with.

4. No structure other than one private, single family dwelling, together with a private garage and a suitable barn or building for horses, for use in connection with said single family dwelling, shall be erected, placed or permitted on less than four acres of land within the above-described real property. There shall be no subdivision of said property in tracts smaller than four acres.

5. No modular, mobile home, trailer, or any structure of a temporary character, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any portion of the above-described real property 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 its sole discretion the same have been on the premises an unreasonable length of time.

6. A residential dwelling shall have a minimum, fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages, of twelve hundred (1,200) square feet; except that where the said principal dwelling is a one and one-half or two story dwelling, the minimum may be reduced to one thousand (1,000) square feet of ground floor area, provided that the total living area of one and one-half or two stories is not less than one thousand, five hundred (1,500) square feet.

7. No building or attached appurtenance shall be located on any of the above-described property nearer than sixty (60) feet from the boundary line of the owner's property.

8. No business or activity of a noxious nature may be conducted upon the above-described premises, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighbors.

9. Sewage disposal 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 systems shall be nearer than sixty (60) feet to the owner's property boundary, and no sewage, waste water, trash, garbage or other debris shall be emptied, discharged or permitted to drain into any body of water in or adjacent to the above-described real property. No outside toilets or privies shall be permitted on any of the aforesaid real property. All toilet facilities must be a part of a residence or garage and shall be of a modern flush-type and connected with a proper septic system.

10. None of the above-described real property shall be used or maintained as a dumping ground for rubbish, junk, trash, junk cars, unlicensed cars, discarded appliances, pipe, wire, lumber, garbage or other waste of whatever description. All trash, garbage and other waste shall not be





kept upon any portion of the above-described real property except in sanitary containers; all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, suitably screened from view of all neighbors and all roadways.

11. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, except signs used by builders or developers to advertise the property for sale during construction.

12. Easements and rights of way are hereby reserved across, under and through the aforesaid real property for wires, pipes and conduits for heating, lighting, electricity, gas, telephone, sewer, water or any other public or quasi-public utility service purpose, together with the right of ingress and egress at any time for the purpose of further construction, maintenance and repair. Provided, however, that said easements and rights of way shall be for underground service of such utilities and no overhead utilities shall be permitted on any portion of the above-described real property except where such overhead utilities are presently in existence.

13. Within ninety days from occupancy of any portion of the above-described real property, the owner shall construct a boundary fence separating his property from the remainder of the property with either two or three rail wooden posts, or other material upon prior written approval by the Architectural Control Committee. All fences must have prior written approval of the Architectural Control Committee.

14. No swine shall be kept, bred or maintained upon the above-described real property, nor shall any single family residence have in excess of five horses or five household pets for each four acres of land owned. No other animals, livestock or poultry except those being raised for 4-H or FFA

projects shall be raised, bred or kept on any portion of the above-described real property. No animals shall be maintained or kept upon the aforesaid real property for any commercial purpose. In lieu of five horses, an owner may keep not more than two head of beef cattle for each four acres of land owned. All persons keeping livestock or pets shall be strictly responsible for insuring that all livestock and pets are kept within their own acreage boundary fence. Any animals allowed to stray or wander beyond an owner's boundary fence shall be subject to confiscation and the owner held liable for any costs or damages sustained in connection with such animal.

15. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five 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 tracts has been recorded agreeing to change said covenants in whole or in part.

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

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

Witness my hand and seal this 29th day of September, 1978.



Richard Diefenderfer
Richard Diefenderfer, Secretary

LODGEPOLE CORP.

By:

Lamont Miller
Lamont Miller, President



NORTHBROOK LAND CO.

By: Robert W. David
Robert W. David, President



[Signature]
Secretary

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me
by Lamont Miller, Richard Diefenderfer, Robert W. David
and Simola, this 29th day of September, 1978.
In witness my hand and seal.



Shirley A. Cantone
Notary Public

My commission expires:
6-12-79



RECORDED FEB 7 1980 AT 10⁰⁰ O'CLOCK A.M.
567111
Reception No. JANET C. WHITEHEAD, Recorder

LOGEPOLE CORP.,)
a Wyoming Corporation, and)
NORTHBROOK LAND CO.,)
a Wyoming Corporation.)



TO THE PUBLIC:

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that all lands lying within Lodgepole Estates, a Subdivision located in South 1/2 of Section 25, Township 16 North, Range 67 West of the 6th P.M., Laramie County, Wyoming, are now owned and held, subject to all the restrictions, conditions, covenants, charges and agreements contained in the within amended Declaration of Protective Covenants, and Lodgepole Corp., a Wyoming corporation, and Northbrook Land Co., a Wyoming corporation, being the owners of all of said land, do hereby covenant and agree that any subsequent grants of any of said land shall be made subject to the following covenants and restrictions:

1. The covenants and restrictions contained herein are to amend and supplement the Declaration of Protective Covenants filed on November 16, 1978, in Book 1116, at pages 1612-1617.

2. All of the above-described land shall be known and described as residential land and will be restricted to the covenants herein contained. It is intended that said land 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.

3. An Architectural Control Committee for such land shall consist of Lamont Miller, Richard Diefenderfer and Lynette Diefenderfer. The mailing address of the Architectural Control Committee is 3164 Bluff Place, Cheyenne, Wyoming, 82001.



A majority of the committee may designate a representative to act for it. In the event of a death 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 this covenant.

4. No buildings shall be erected, placed or altered on any lot until the building plans, specifications and plot plan, showing the location thereof, have been approved in writing by the Architectural Control Committee. In the event the committee, or its designated representative, fails to approve or disapprove by majority vote such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in the event no suit to enjoin the erection of such building or the making of such alterations has been commenced within sixty (60) days from the commencement of construction which is defined as the date of the pouring of footings, such approval will not be required, and this covenant will be deemed to have been fully complied with.

5. No structure other than one private, single family dwelling, together with a private garage and a suitable barn or building for animals, for use in connection with said single family dwelling, shall be erected, placed or permitted on less than three acres of land within the above-described real property. There shall be no subdivision of said property in tracts smaller than three acres.

6. No modular, mobile home, trailer, or any structure of a temporary character, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any portion



of the above-described real property 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 its sole discretion the same have been on the premises an unreasonable length of time.

7. A residential dwelling shall have a minimum, fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages, of twelve hundred (1,200) square feet; except that where the said principal dwelling is one and one-half, two story or multilevel dwelling, the minimum may be reduced to one thousand (1,000) square feet of ground floor area, provided that the total living area of one and one-half, two stories or multilevel is not less than one thousand five hundred (1,500) square feet.

8. No building or attached appurtenance shall be located on any of the above-described property nearer than sixty (60) feet from the boundary line of the owner's property.

9. No business or activity of a noxious nature may be conducted upon the above-described premises, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighbors.

10. Sewage disposal 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 systems shall be nearer than sixty (60) feet to the owner's property boundary, and no



sewage, waste water, garbage or other debris shall be emptied, discharged or permitted to drain into any body of water in or adjacent to the above-described real property. No outside toilets or privies shall be permitted on any of the aforesaid real property. All toilet facilities must be a part of a residence or garage and shall be of a modern flush-type and connected with a proper septic system.

11. None of the above-described real property shall be used or maintained as a dumping ground for rubbish, junk, trash, junk cars, unlicensed cars, discarded appliances, pipe, wire, lumber, garbage or other waste of whatever description. All trash, garbage and other waste shall not be kept on any portion of the above-described real property except in sanitary containers; all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, suitably screened from view of all neighbors and all roadways.

12. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, except signs used by builders or developers to advertise the property for sale during construction, or a sign not to exceed the above limitations for purposes of identifying the occupants of said premises.

13. Easements and rights-of-way are hereby reserved across, under and through the aforesaid real property for wires, pipes and conduits for heating, lighting, electricity, gas, telephone, sewer, water or any other public or quasi-public utility service purpose, together with the right of ingress and egress at any time for the purpose of further construction,



maintenance and repair. Provided however, that said easement and rights-of-way shall be for underground service of such utilities and no overhead utilities shall be permitted on any portion of the above-described real property except where such overhead utilities are presently in existence.

14. Within ninety days (90) from occupancy of any portion of the above-described real property, the owner shall construct a boundary fence separating his property from the remainder of the property with either two or three rail wooden posts, or other material upon prior written approval by the Architectural Control Committee. All fences must have prior written approval of the Architectural Control Committee.

15. No swine shall be kept, bred or maintained upon the above-described real property, nor shall any single family residence have in excess of five horses or five household pets for each four acres of land owned. No other animals, livestock or poultry except those being raised for 4-H or FFA projects shall be raised, bred or kept on any portion of the above-described real property. No animals shall be maintained or kept upon the aforesaid real property for any commercial purpose. In lieu of five horses, an owner may keep not more than two head of beef cattle for each four acres of land owned. All animals kept on the premises must be properly stabled and fed to prevent overgrazing. All persons keeping livestock or pets shall be strictly responsible for insuring that all livestock and pets are kept within their own acreage boundary fence. Any animals allowed to stray or wander beyond an owner's boundary fence shall be subject to confiscation and the owner held liable for any costs or damages sustained in connection with such animal.



16. These covenants are to run with the land and shall be binding upon 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 tracts has been recorded agreeing to change said covenants in whole or in part.

17. Enforcement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violations or to recover damages, or both. Costs of litigation, including attorney's fees, discovery and expenses to enforce the aforesaid provisions, restrictions and covenants, shall be assessed against the violator upon entry of a judgment.

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

Dated this 6th day of February, 1980.



LODGEPOLE CORP.

By Lamont Miller
Lamont Miller, President

ATTEST:

Richard Diefenderfer
Richard Diefenderfer, Secretary



NORTHBROOK LAND CO.

By Robert W. David
Robert W. David, President

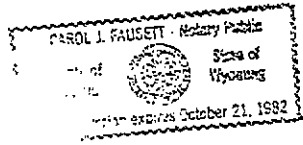
Ted Simola
Ted Simola, Secretary

STATE OF Wyoming)
)
COUNTY OF Laramie)



The foregoing instrument was acknowledged before me by
Lamont Miller, Richard Diefenderfer, Robert W. David, and
Ted Simola, this 6th day of February, 1980.

Witness my hand and seal.



Carol J. Fausett
Notary Public

My commission expires: 10-21-82