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Declaration of Protective
Covenants

The undersigned, being the owners in fee simple of the following described property situated in Laramie County, Wyoming, to wit, a subdivision of a portion of the East Half of the South West Quarter of Section seven of Township 14 North of Range 65 West of the 6th P.M. in Laramie County, Wyoming. Said parcel of land contains 21.13 acres, more or less. Subdivision recorded as Lomaina 2nd filing lots 36, 37, 38 and 39.

I 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 family dwelling residential use.

2. Architectural Restrictions: Uniform quality of workmanship and materials, harmony of external design and location. All construction shall be of new material and no building or buildings may be removed from another location to any site within this subdivision. Outbuildings may be of frame, metal or polebarn construction, and the color scheme shall be the same throughout the property.

3. Dwelling Quality and Size: All dwellings and outbuildings shall meet or exceed any building codes applicable under Laramie County building code laws. No dwelling shall be permitted on any lot in which

Maintenance of Surfaces: Earth or gravel shall not be removed from the surface of the premises except for improvement or leveling on the tract involved. Landfill shall be earth only and shall exclude trash, refuse, junk, construction debris or similar materials. Stable conditions of soil and vegetation shall not be destructively destroyed or disturbed nor shall the surface drainage pattern be changed except in a well engineered manner which will provide adequate recognition of

a permanent dwelling.

5. No mobile home or modular home will be permitted on any lot as

residence.

exception to this even during the period of construction of a permanent residence; either temporarily or permanently. There will be no barn, or other outbuilding shall be used on any lot at anytime as a trailer house, mobile home, camp trailer, basement, tent, shack, garage, 5. Temporary Structure: No structure of a temporary character,

nearer than 100 feet from any line.

regulations. In any event, no building shall be located on any lot minimum building setback lines required by Laramie County zoning nearer to the front line or nearer to the sides or back lines than the 4. Building Location: No building shall be located on any lot

shall be no less than 1200 square feet.

the total finished living area, in other than one story structures there on garage, shall be less than 900 square feet, devoted to living purpose and the ground floor area of the main structure, exclusive of porch and

any nature;

to junked cars, unlicensed cars, or other vehicles, appliances or junk of
or maintained at any time as a dumping or storage ground for rubbish,
Laramie County zoning requirements. In addition no tract shall be used
recommendations of the Wyoming State Department of Public Health and
constructed and equipped in accordance with requirements, standards and
system shall be permitted on any lot unless such system is located,
month. No individual water supply systems or sewage waste disposal
premises shall be accomplished at intervals of not less than twice each
place prior to any construction. Removal of such refuse from the
a minimum height of 72 inches. Fence and disposal equipment shall be in
north and the west shall be two of the solid sides. Fence also shall be
sides with the fourth side having a wind proof gate for access. The
be enclosed by a permanent wind proof fence. Fence being solid on three
Equipment for storage and disposal of such material will be required to
have attached lids such as a dumpster. Lids are to be on at all times.
waste shall be kept in sanitary containers. Containers are required to
maintained as a dumping ground for rubbish. Trash, garbage and other
7. Garbage and Refuse Disposal: No lot shall be used or

premises.

kind shall be carried on or permitted upon said premises, nor shall any
noxious, illegal or offensive activity be carried on or upon said
B. No trade, business, manufacture or sales or nuisance of any

be immediately restored to a stable condition.

soil conservation requirements. All damage to soil and vegetation shall

10. Signs: No sign of any kind shall be displayed to the public view on any lot except one sign 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: No animals, livestock or poultry except those being raised for 4-H or FFA projects shall be raised, bred or kept on any lot. 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 restricted within owned or occupied premises. No swine shall be permitted hereon. Each residence shall have no more than three dogs or three cats at any one time, or combinations not to exceed four. No more than two horses, cows or sheep, or the combination thereof, may be stabled on one lot or owned or occupied lands. Stabling will be in an approved structure, and runs or corrals no larger than 16 feet by 32 feet per animal. Grazing shall be permitted, but not to the point of overgrazing to where plant life or vegetation is being destroyed. If a conflict of overgrazing arises parties shall contact Laramie County Soil Conservation District to have a representative thereof evaluate matter in dispute. All parties shall then abide by representative's decision. Sanitary conditions shall be maintained at all times to avoid the creation of nuisances.

12. No parcel or tract of land in the property shall be divided, subdivided, parceled, split, sold or conveyed in any manner whatsoever, further there shall be no easement for roads sold or granted, however existing road easements at the time of platting shall be honored.

17. All plans and specifications for buildings to be constructed on any site shall be submitted to an architectural control committee to be composed of Mark E. Child, Deborah K. Child, Leslie E. Beeken and Janice E. Beeken. A majority of the committee may designate a representative to act for it. In the event of death or resignation 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

16. Severability: 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.

15. Enforcement of these covenants and restrictions 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.

14. Terms: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

13. There shall be no unnecessary discharge of firearms on any site on the above described property.

services performed pursuant to this covenant. At any time, the then recorded 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.

Dated this _____ day of _____, 1995.

by

Mark E Child

Mark E. Child

Deborah K Child

Deborah K. Child

Leslie E. Beeken

[Signature]

Janice E. Beeken

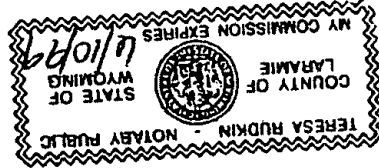
Janice E Beeken

STATE OF WYOMING)
) SS)
COUNTY OF LARAMIE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MARK E. CHILD, DEBORAH K. CHILD, LESLIE E. BEEKEN AND JANICE E. BEEKEN THIS 31st DAY OF JULY, 1995.

MY COMMISSION EXPIRES:

Teresa Hudkin
NOTARY PUBLIC



living purpose or the total finished living area in other than one story porch and garage, shall be less than 960 square feet, devoted to

any lot in which the ground floor area of the main structure, exclusive of 3. Dwelling Quality and Size: No dwelling shall be permitted on

location to any site within this subdivision.

shall be new and no building or buildings may be removed from another materials, harmony of external design, and location. All construction 2. Architectural Restrictions: Uniform quality of workmanship and

shall be restricted to a single one family dwelling residential use. 1. The use of said lands and plated or subdivided portions thereof

of the described property.

do hereby make this Declaration of Protective Covenants applicable to all

105.70 acres, more or less.

2275.16 feet to the Point of Beginning. Said parcel of land contains the Southline of the Southwest One Quarter of said Section 7 a distance of 37' 19" E a distance of 378.97 feet thence N 89 degrees 37' 10" W along 7, from which the South One Quarter Corner of said Section bears S 89 degrees to a point on the South line of the Southwest One quarter of said Section feet to a point, thence S 00 degrees 19' 00" W a distance of 2307.18 feet of 557.68 feet to a point, thence N 86degrees 02' 15" E a distance of 1417.25 thence East a distance of 874.00 feet to a point, thence North a distance west One Quarter of said Section 7 a distance of 1636.42 feet to a point, 2624.17 feet to a point, thence North along the West line of the South- the West One Quarter Corner of said Section 7, to bear North a distance of Beginning at the Southwest Corner of Said Section 7, and considering

described as follows:

R. 65 W., 6th P.M., County of Laramie, State of Wyoming, more particularly

A parcel of land in the Southwest One Quarter of Section 7, T. 14N.,

described property situated in Laramie County, Wyoming, to wit:

The undersigned, being the owners in fee simple of the following

DECLARATION OF PROTECTIVE COVENANTS

LOMALINDA

THE STATE OF WYOMING)
COUNTY OF LARAMIE)

JANET C. WHITEHEAD, Recorder

435113

RECORDED APR 11 1977 AT 2:45 P.M. O'CONNOR & M.

Hand
Rec'd
4/11/77

the premises that there may be erection of temporary facilities. except that during the period of construction of a permanent residence on used on any lot at anytime as a residence, either temporarily or permanently, trailer, basement, tent, shack, garage, barn or other outbuilding shall be

8. Temporary Structures: No structure of a temporary character,

immediately restored to a stable condition.

conservation requirements. All damage to soil and vegetation shall be a fully engineered manner which will provide adequate recognition of soil or disturbed not shall the surface drainage pattern be changed except in conditions of soil and vegetation shall not be destructively destroyed trash, refuse, junk, construction debris or similar materials. Stable

the tract involved. Landfill shall be earth only and shall exclude

from the surface of the premises except for improvement or leveling on

7. Maintenance of Surface: Earth or gravel shall not be removed

and Larame County zoning requirements.

ards and recommendations of the Wyoming State Department of Public Health located, constructed and equipped in accordance with requirements, stand- waste disposal system shall be permitted on any lot unless such system is less than twice each month. No individual water supply system or sewage such refuse from the premises shall be accomplished at intervals of not

material shall be maintained in a clean and sanitary condition. Removal of in sanitary containers. Equipment for storage and disposal of such

a dumping ground for rubbish. Trash, garbage and other waste shall be kept

6. Garbage and Refuse Disposal: No lot shall be used or maintained as

illegal or offensive activity be carried on or upon said premises.

shall be carried on or permitted upon said premises, nor shall any noxious,

5. No trade, business, manufacture or sales, or nuisance of any kind

porches shall not be considered as a part of a building.

(B) For the purposes of this covenant, eaves, steps, and open

clearance to the street side.

any side lot line. Reverse lots shall afford a 50 foot side yard

nearer than 50 feet to the front line or nearer than 25 feet to

regulations. In any event, no building shall be located on any lot

the minimum building setback lines required by Larame County zoning

lot nearer to the front lot line or nearer to the side street line than

4. Building Locations: (A) No building shall be located on any

structure shall be less than 1200 square feet.

All plans and specifications for buildings to be constructed on any subdivided, parceled, split, sold or conveyed in any manner whatsoever.

12. No parcel or tract of land in the property shall be divided,

nuisances.

condition of the soil and vegetation and avoidance of the creation of of prior paragraphs of these declarations regarding maintenance of stable shall any grazing by any animals be permitted which shall be in violation supplementary feeding is afforded, and further provided that in no event month for each acre included within the owned tract whether or not periods of grazing upon the premises of not more than one animal unit larger animals such as cows, or horses shall be annually restricted to within owned or occupied premises. No swine shall be permitted hereon. occupants or owners of any portions of said lands, shall be restricted practiced in any form. Any domestic animals and household pets owned by

11. Livestock and Poultry: Commercial animal husbandry shall not be and sales period.

or signs used by a builder to advertise the property during the construction not more than five square feet advertising the property for sale or rent, on any lot except one sign of not more than one square foot, one sign of

10. Signs: No sign of any kind shall be displayed to the public view appliances or junk of any nature.

storage ground for rubbish, junked cars, unlicensed cars, or other vehicles, No tract shall be used or maintained at any time as a dumping or

seasonal use. such a location for storage from one season to another or while not in

and a street shall be of a temporary nature and not to be left parked in a street or any parking area between the front building line of a residence The parking of boats and other seasonal vehicles or equipment on the

line and the street. Front of a residence or on the parking area between the front building

shall be limited to a period of 72 hours, when parked on the street in trailer-campers, truck-campers, bus-campers and otherwise large vehicles

9. Parking of Non-operative Vehicles and Facilities: Parking of and ending with final removal and cleanup of all such temporary facilities.

storage of materials to be utilized for permanent facility construction gaining with the first date of erection, on-site location, or the exterior Such facilities shall be limited to a single period of nine months, be-

site shall be submitted to an architectural control committee to be composed of Bill McIlvain, Edward E. Kopsa, and Phyllis Kopsa. A majority of the committee may designate a representative to act for it. In the event of death or resignation 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.

14. There shall be no hunting or unnecessary discharge of firearms on any site on the above described property.

15. Terms: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. Enforcement of these covenants and restrictions 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. Severability: 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.

Dated this March day of March, 1977.

LOMALINDA

By:

Bill McIlvain
 Bill McIlvain

Phyllis E. Kopsa
 Phyllis E. Kopsa

Edward E. Kopsa
 Edward E. Kopsa

The foregoing instrument was acknowledged before me by Edward E. Kopsa, Phyllis Kopsa, and Bill McIlvain on this 15th day of March 1977.