DECLARATION OF PROTECTIVE COVENANTS

Erving Wolf and Joyce Wolf, husband and wife, as tenants by theentitlenes

to

The Public

KNOW ALL MEN BY THESE PRESENTS: That Erving Wolf and
Joyce Wolf, husband and wife, as tenants by theentitlenes
the present owner of Tracts 1, 2, 3, 4, and 5 in Mesa
Tracts, a subdivision of a portion of Section 30, Township
14 North, Range 65 West of the 6th P.M., including all
easements and appurtenances belonging or in anywise
appertaining thereto, and also including all adjacent or
contiguous roads, highways, and rights of way, in which the
simple title is presently in the grantors, the same subject,
however, to all easements, roads, highways and rights now of
record in the office of the County Clerk and Ex-Officio
Register of Deeds in and for Laramie County, Wyoming shall
be subject to protective covenants hereinafter set forth:

1. The individual Tracts, as set forth above, may not
be divided into more than two separate tracts or parcels and
each such tract or parcel shall consist of not less than 5.0
acres and dwelling density shall be in conformity with
existing zoning.

2. No residence shall be placed on any portion of
this tract which is a basement house and no basement shall
be constructed and then covered and used as a residence; any
and all building constructed on any lot shall be constructed
in a good and workmanlike manner.

3. No building shall be erected nearer than twenty-
five (25) feet to any boundary along a street, or so that
any part of said building is closer than twenty-five (25)
feet to any other boundary lines of said lot. For the
purpose of this paragraph, eaves, steps and porches
shall be considered as part of the building, for the sole
purpose of determining the location of the building.

4. Any animal shelter or pen shall be at least one
hundred (100) feet from any neighboring dwelling.

5. No construction of temporary character, trailer,
basement, tent or accessory building shall be used on any
lot for a residence temporarily or permanently, except for
such use and during the construction phase of the permanent
dwelling, not to exceed one (1) year in any event, and then
only for a one (1) year period.

6. This property shall not be used for any purpose
other than as a single family residence. A single family
dwelling shall have a minimum fully enclosed ground floor
area devoted to living purposes, exclusive of porches,
terraces and garage of One Thousand Two Hundred (1200)
square feet, except that where the said principal dwelling
is a one and one-half (1½) or two (2) story dwelling the
minimum may be reduced to One Thousand (1000) square feet
of ground floor area, providing that the total living area of
the one and one-half (1½) or two (2) floors is not less than
One Thousand Five hundred (1500) square feet.

7. Sewage 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
fifty (50) feet to any building plot line except with the

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consent of the appropriate health officials of the County and State, and no sewage, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the property. No outside toilets or privies shall be permitted upon the premises. All toilet facilities must be a part of the residence and shall be of a modern flush type and connected with a proper septic tank system.

8. No tract shall be used or maintained as a dumping ground for rubbish or junk, specifically junked cars, unlicensed cars, appliances, etc. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. Any underground storage tanks placed upon the property must be rated by the appropriate governmental agencies for both use as an underground tank and rated for the materials to be contained therein. The owner shall take all steps necessary to insure the integrity of any tanks and to prevent any leakage from such tanks. It shall be the responsibility of the property owner to insure that no hazardous waste is allowed to be placed on the property by the owner or others.

9. Horses may be kept subject to the restrictions for overgrazing. No more than four (4) household pets may be kept on any one tract and not more than fifteen (15) poultry in total, of any kind, may be kept on any one tract. Children involved in 4-H or similar projects may keep required farm animals for their projects. No swine can be kept on the property. No commercial agricultural activities, ranching, or farming shall be permitted on the property. All poultry shall be kept penned at all times and no guineas are permitted. Regardless of the pets and animals maintained on the property the property shall be kept in a husbandlike manner and the property shall not be overgrazed as determined by the local County Extension Agent. It shall be the responsibility of the owner of any animal that the animals remain on the property of the owner. To that end, the property owner shall be required to construct a fence adequate to accomplish the containment of any animals owned by, or kept by, the property owner.

10. No sign of a commercial nature shall be displayed to the public view, except, however, one sign or not more than thirty-two (32) square feet may be used to advertise the property for sale, or rent, or to be used by a builder to advertise the property during the construction and sales period.

11. 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.

12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot, or derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. Vehicle Parking: Vehicles not in running condition shall not be parked in front of a residence or on a public street. All campers, trailers, boats and other vehicles must be parked no closer than the front line of the residence, except pickup mounted campers used as a regular means of transportation.
14. All vehicles shall be operated in accordance with the vehicle laws of the County of Laramie, and State of Wyoming.

15. Enforcement shall be by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant, either to restrain violation or recover damages.

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

17. This Declaration of Protective Covenants shall be construed to be part of the conveyance of any of the premises herein described which may be hereafter executed by any of the parties hereto or any of their grantees, heirs, executors, successors or assigns without being mentioned therein. This Declaration does not bind or obligate any other properties of Covenantors including properties which may be adjacent to the subject property.

18. Term of Covenants: These Covenants shall run with land twenty (20) years and extend automatically except by written and recorded instrument signed by all of the owners then of record, agreeing to change the covenants in part or whole.

DATED this ___ day of ____, 1990.

ERVING WOLF

JOYCE WOLF

STATE OF (New ____) SS.
COUNTY OF (New ____) SS.

The foregoing instrument was acknowledged before me by ERVING WOLF and JOYCE WOLF, this ___ day of ____, 1990.

Witnes my hand and official seal.

Notary Public

My Commission expires:

STELLA L. ROSS
NOTARY PUBLIC STATE OF NEW YORK
No. 31-620818