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STATE OF WYOMING)
COUNTY OF LARAMIE)

RECORDED APR 30 1980 T 11:43 O'CLOCK A.M.
578637
Reception No. JANET C. WHITEHEAD, Recorder



DECLARATION OF PROTECTIVE COVENANTS
FOR
MITCHELL SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That all lots lying within Mitchell Subdivision, Second Filing, a subdivision beginning at the northwest corner of Tract 74, Allison Tracts, Second Filing, Section 8, T. 13 N, R. 66 W., 6th P.M., Laramie County, Wyoming, which point is located S 88° 17' 50" E a distance of 1671.57 feet from the center of Section 8; thence S 89° 09' 15" a distance of 335.14 feet (334.30'); thence S 0° 23' 33" W a distance of 632.94 feet (632.66'); thence N 89° 16' 17" W a distance of 335.74 feet (335.00'); thence N 0° 27' 32" E a distance of 633.42 feet (633.34) to the point of beginning; said Mitchell Subdivision, Second Filing, containing 4.862 acres, more or less, are now owned and held subject to all restrictions, conditions, covenants, changes and agreements, contained in the within Declaration of Protective Covenants; and that Wayne E. Mitchell does hereby covenant and agree that any subsequent grant of any of said lots shall be made subject to all covenants and conditions as set forth herein.

1. Residential Area Covenants. The residential area covenants contained herein shall apply to all lots lying within Mitchell Subdivision, Second Filing, Cheyenne, Laramie County, Wyoming.

2. Land Use and Building Type. No lot shall be used except for residential purposes, and no building placed thereon shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling, arranged, designed and intended for occupancy and, in fact, occupied by not more than one family; and said dwelling shall not exceed two (and one-half) stories in height. This covenant is not intended to prohibit modular or mobile homes meeting the standards established by the Federal Home Administration for single family occupancy.

3. Architectural Control. No building shall be erected, placed, or altered on any lot until construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of work, materials, harmony of external design with existing structures and as to location of such building with



respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot unless similarly approved. In the event the Architectural Control Committee, or its designated representative, shall fail to approve or disapprove within thirty (30) days after plans, specifications and a plot plan have been submitted, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. Building Location. All buildings shall be erected, placed and located upon each lot in accordance with the minimum standards as established for set-back lines and location of the structures by the Board of County Commissioners, Laramie County, Wyoming.

5. Easements. Easements and rights-of-way, as shown on the recorded plat, are hereby reserved in this subdivision for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephone, sewer, water or any other public or quasi-public utility service purposes, together with the right of ingress or egress at any time for the purposes of further construction or repair.

6. Nuisances. No noxious or offensive actions shall be carried on upon any lot, nor shall anything be done thereon which will be an annoyance or nuisance to the neighborhood.

7. Temporary Structures. No structure of a temporary character, trailer, basements, tent, shack, garage, barn or other cut-building, shall be used on any lot at any time as a residence, either temporary or permanent, however, a contractor, who is constructing a single family dwelling in accordance with these covenants may, during the period of construction, maintain a temporary structure on said lot for the storage of tools, equipment and materials, provided that said temporary structure shall be removed promptly upon completion of construction on said lot.

8. Signs. No signs of any kind to public view shall be displayed on any lot except professional signs, if they do not contain more than one (1) square foot of area, a sign containing not more than five (5) square feet of area for purposes of advertising the property for sale or rent, and signs used by the builder to advertise the property during the construction and sale.



9. Drilling and Mining. No drilling for oil, gas, or other mining operation shall take place on any lot, and no lot shall contain a derrick or other structure devoted to the production of oil and gas or mining.

10. Animals. The keeping of dogs, cats and animals shall be in the responsibility of the owner of each lot, provided that such keeping shall not violate the provision of Paragraph 6 of these Covenants, nor the regulations regarding animals as established by the Board of County Commissioners, Laramie County, Wyoming.

11. Refuse Disposal. No lot will be used or maintained as a dumping ground for rubbish or junk, specifically junk cars, unlicensed cars, appliances, et cetera. Trash and refuse shall be kept in suitable sanitary containers to be located on all lots. In the event that incinerators are placed on said lots, such shall be maintained in a clean, and sanitary condition.

12. Sewer and Water Systems. No lot shall contain an individual sewage system; and no lot shall contain an individual water supply system for domestic use, unless said system is approved by the Wyoming and Laramie County Departments of Public Health.

13. Architectural Control Committee. The Architectural Control Committee shall be comprised of Wayne E. Mitchell and those persons living in the subdivision that might be appointed by Wayne E. Mitchell, and one of the members shall act as the representative of the Committee to conduct the day-to-day business of said Committee. In the event that it shall become necessary for any member of the Committee to resign, or, if any member shall be unable to serve, the other members may designate his successor. All members of the Architectural Control Committee shall serve in that capacity without compensation; and they shall receive no compensation for any services performed by them in their official capacity.

14. Duration. The Covenants, conditions, restrictions, changes and agreements contained herein shall run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date of recording this instrument, after which the terms of this instrument may be automatically extended for successive periods of ten (10) years unless an instrument is signed by the majority of the owners of the lots described herein, agreeing to change this instrument in whole or in part.

15. Enforcement. Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenants or provisions of this instrument, either to restrain that violation or to recover damages.

16. Severability. Invalidation of any one of the terms or covenants of this instrument 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 28th day of March 19 80

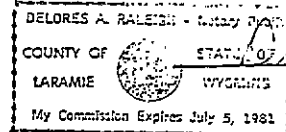
Wayne E. Mitchell
Wayne/E. Mitchell



STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Wayne E. Mitchell on this 28th day of March 1980

Witness my hand and official seal



Delores A. Raleigh
Notary Public