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COPY TO ASSESSOR

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DECLARATION OF RESTRICTIONS AND LIMITATIONS

MOUNTAIN SHADOW DEVELOPMENT CORPORATION owner of MOUNTAIN SHADOW SOUTH, a Subdivision situated in a portion of the South 1/2 of Section 15 and a portion of Section 22, all in Township 15 North, Range 69 West of the 6th P.M., Laramie County, Wyoming, hereby makes and declares the following restrictions and limitations to which said land and any portions thereof may be put, hereby specifying that said declarations shall constitute covenants to run with the land, and shall be binding on all owners, their heirs, executors, administrators, successor, or assigns, and all persons claiming under them, and shall be for the benefit of and limitations of all present and future owners of any portions of said land. This declaration of restrictions and limitations is designed to insure usefulness of the described land and protect its natural state, to prevent nuisances and any impairment of the attractiveness of the property and in general to maintain the desired tone of the area within the boundaries of said land, and thereby secure to each land owner the full benefit and enjoyment of his property with no greater restriction upon the free and undisturbed use of this land than is necessary to insure the same advantages to the other land owners.

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LARAMIE COUNTY CLERK  
CHEYENNE, WY.  
98 JUN 30 PM 3 51

#1. It is intended that the residential tract, or tracts herein conveyed, shall be used and occupied as small ranches, and that the owners will have full enjoyment thereof, subject to the covenants contained herein.

#2. All Tracts shall be used and improved exclusively for occupancy and residence by a single family. 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 garages, barns, stables, corrals and other appurtenant structures.

Any further division of the Tract shall be made in compliance with the covenants herein and shall meet with the laws and regulations of the State of Wyoming and County of Laramie in regard to subdivision, water, sewage systems and other related matters and requirements.

#3. No structure of a temporary character, trailer, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any tract as a family dwelling, either temporarily or permanently.

#4. No livestock shall be permitted on any parcel unless and until the parcel is entirely fenced or enclosed by other suitable structure sufficient to keep the animals within the confines of the parcel or tract. No fences shall be constructed within forty (40) feet of the center line of the access roads. No tract shall be overgrazed and the character of the land shall not be changed by the grazing of animals and livestock. An owner may not keep, breed or maintain any animals or livestock for commercial purposes. No swine will be allowed.

#5. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1,200 square feet; except that where the said principal dwelling is a 1-1/2 or 2-story dwelling, the minimum may be reduced to 1000 square feet of ground floor area, providing that the total living area of the 1-1/2 or 2 floors is not less than 1,500 square feet, it being understood that these minimum requirements are exclusive of basement area. Principal building must have an approved built-up roof, must be at least twenty-four (24) feet wide and cannot have tongues or axles. This covenant is not intended to prohibit a modular home meeting the requirements herein, and located on a permanent foundation and meeting Federal Housing Administration standards or U. B. C. CODE.

**ANY APPROVAL OR DISAPPROVAL OF BUILDING PLANS IS AT THE SOLE DISCRETION OF THE ARCHITECTURAL CONTROL COMMITTEE.**

#6. No building shall be located on any Tract within sixty (60) feet of any boundary line.

#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 sewage, wastewater, trash, garbage or debris shall be emptied into any body of water in or adjacent to the property. No outside toilets or privies shall be permitted on the premises. All toilet facilities must be part of the residence and shall be of a modern flush type and connected with proper septic tank system.

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#8. No junked or unlicensed vehicle shall be permitted on any tract of land, also no tract shall be used or maintained as a dumping ground for rubbish or junk.

#9. No nuisance and no offensive, objectionable, hazardous, noxious, or illegal trade, transaction, or activity, and no commercial enterprises shall be done, engaged in, suffered, or permitted on or about the land.

#10. Easements: The tract, or tracts, herein conveyed are subject to all easements, rights-of-way and roads, dedicated or otherwise, as shown or provided on file with the Laramie County Clerk, Laramie County, Wyoming. All easements, rights-of-way and roads, dedicated or otherwise, must be kept open for access and free from obstruction and no fences or other structures, except cattle guards which permit free access, shall be built or otherwise constructed.

#11. These covenants to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from JUNE 30, 1998, 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 tracts has been recorded agreeing to change said covenants in whole or in part.

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.

Dated this 30 day of June, 1998.

MOUNTAIN SHADOW DEVELOPMENT CORP.

By:

*[Signature]*  
Lloyd Dayton, President



Attest:  
Charles F. Messenger, Secretary

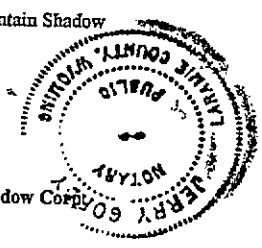
State of Wyoming ) ss.  
County of Laramie )

The foregoing instrument was acknowledged before me by Lloyd Dayton, President of Mountain Shadow Development Corporation this 30 day of June, 1998

Witness my hand and seal

*[Signature]*  
Notary Public

My commission expires 12 NOV 1999



\*The architectural control committee consists of the board of directors, Mountain Shadow Corp.  
Lloyd Dayton 307-632-6051  
Charlie Messenger 307-635-1228