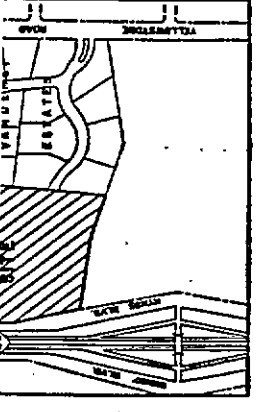
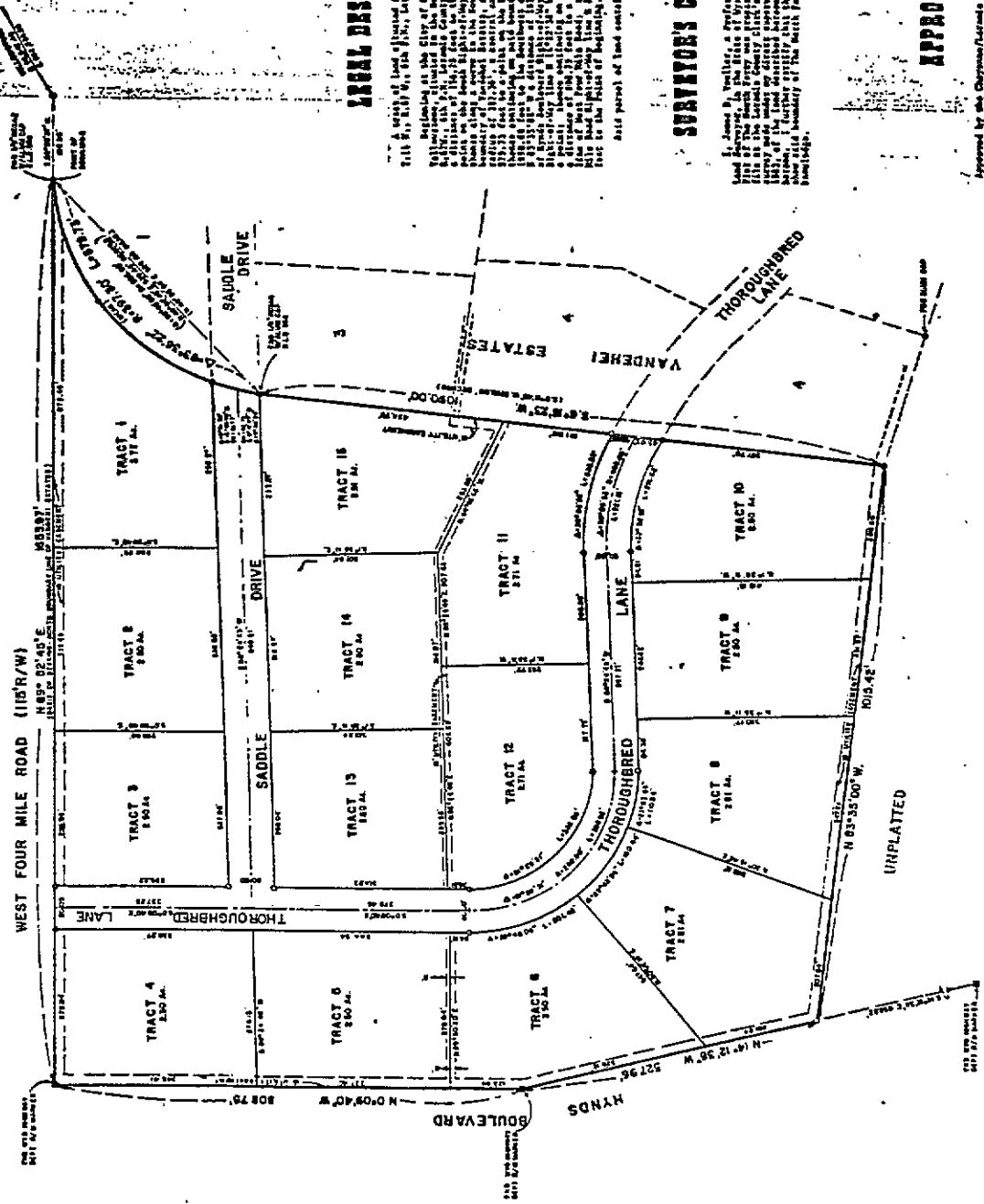




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VICINITY MAP

LEGAL DESCRIPTION

A strip of land situated in the Northwest 1/4, Section 18, T118 N., R116 W., 6th 1/4, Larimer County, Wyoming. ...

DEDICATION

FROM ALL MEN BY THESE PRESENTS THAT: ...

SURVEYOR'S CERTIFICATE

I, James J. ... Professional Engineer and registered ...

ACKNOWLEDGMENT

PLAT OF WYOMING COUNTY OF LARAMIE ...

APPROVALS

Approved by the Cheyenne-Laramie County Board of Planning ...

NO PROPOSED DOMESTIC WATER SOURCE NO PROPOSED PUBLIC SEWAGE DISPOSAL ...

THE NORTH FORKY A RURAL SUBDIVISION WITHIN THE NE 1/4 SECTION 18 T14N, R87W, E12E, LARIMIE COUNTY, WYOMING



6. Records indicating a reference
to the B. of C. (Bureau of
Census) (U.S. Census Bureau)
for the year 1930.

RECORDED SEP 13 1933 4:35 O'CLOCK P.M.

714452

RECORDED BY HENRY C. WHITEHEAD, Recorder

NORTH FORTY PARTNERS, PARTNERSHIP

500 West 27th Street

Cheyenne, Wyoming 82001



September 1, 1933

TO: The Public

DECLARATION OF BUILDING AND USE RESTRICTIVE
COVENANTS AND CONDITIONS

THE UNDERSIGNED being the owner in fee simple of the following described property situate in Laramie County, Wyoming, to-wit:

The North Forty, a rural subdivision within the NE 1/4 of Section 13, Township 14 North, Range 67 West of the 6th P.M., Laramie, County, Wyoming.

does hereby make this Declaration of Building and Use Restrictive Covenants and Conditions applicable to all the described property.

1. The use of said lands shall be restricted to a single one-family dwelling, private residential use and a private garage appurtenant thereto. No structure shall exceed two stories in height except as may be specifically authorized in advance, in writing, by the Architectural Control Committee.

2. Architectural Restrictions. Uniform quality of workmanship and materials, harmony of external design with existing structure, and location with respect to topography and finish grade elevations shall be afforded. All construction shall be new and no building or buildings may be removed from another location to any site within this subdivision. No wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

3. Dwelling Quality and Size. (A) No single story dwelling shall be permitted on any lot in which the living area on the main floor shall be less than 1950 square feet. No split-level dwelling shall be permitted on any lot in which the level containing the living room, dining area and kitchen and the upper bedroom level shall total less than 1950 square feet. No two story dwelling shall be permitted in which the first floor living area shall be less than 1400 square feet. All square footage requirements shall be exclusive of porch and garage.

(B) All structures shall be constructed with a continuous brick, masonry or concrete foundation. Exterior building

BOOK 1186

1491



materials shall be comparable to siding, brick, stone and other materials utilized in the construction of houses in Vandehel Estates, adjoining the North Forty to the east.

(C) The Architectural Control Committee, referred to in section 14, herein, shall have the responsibility for insuring the dwellings proposed for construction in the North Forty are comparable in size, appearance, quality of building materials, etc., with other dwellings presently existing in the area, and with dwellings erected subsequent to this declaration.

4. Building Locations. (A) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines required by Laramie County Zoning regulations or as may be restricted by any recorded plat which may be filed for a portion of the area described in and covered by these declarations. In any event, no building shall be located on any lot nearer than 50 feet to the front line or nearer than 25 feet to any side lot line. Reverse lots shall afford a 50 foot side yard clearance to the street side.

(B) No building shall be located nearer than 25 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.

(C) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building.

5. Nuisances. 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. Occupancy conditions may be considered to be a nuisance to adjacent property in the event that activity adversely affects such adjacent owners resulting from activities of burning, noise, vermin, health hazards, pollution, odors, undesirable animals or their maintenance and insect pests developing as a condition because of the nature of maintenance of care of the property. No retail, wholesale, manufacturing, repair business, or home occupations of any kind shall be permitted on building site or in any single-family dwelling or appurtenant structure.

6. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage and disposal of such materials shall be maintained in a clean and sanitary condition. Removal of such refuse from the premises shall be accomplished at intervals of not less than once each month. No individual water supply system or sewage waste disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with requirement, standards and recommendations of the Wyoming State Department of Public Health and Laramie County Zoning requirements.



7. Maintenance of Surface. 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 the soil and vegetation shall not be destructively destroyed or disturbed nor shall the surface drainage patterns be changed except in a fully engineered manner which will provide adequate recognition of soil conservation requirements. All damage to soil and vegetation shall be immediately restored to a stable condition. No oil drilling, oil development operation, 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

8. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, except that during the period of construction of a permanent residence on the premises that there may be erection of temporary facilities. Such facilities shall be limited to a single period of six months beginning with the first day of erection, on-site location, or the exterior storage of materials to be utilized for permanent facility construction and ending with final removal and cleanup of all such temporary facilities.

9. Parking on Non-Operative Vehicles and Facilities. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or on the front driveway or on any parking area between the front building line of any residence and the street for a period of more than 72 hours at any one time or as a repeated matter of practice.

10. Mobile Home. No mobile home shall be converted to a permanent dwelling on any site without the approval of the Architectural Control Committee.

11. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or realtor to advertise the property during the construction and sales period.

12. Fencing. No fences shall be permitted on any building site in the subdivision except with the prior approval in writing of the Architectural Control Committee.

13. Livestock and Poultry. Commercial animal husbandry shall not be practiced in any form. Household pets owned by occupants or owners of any portions of said lands, shall be kept



confined within owned or occupied premises. No more than two (2) dogs or two (2) cats or a total of three (3) of either of such animals shall be kept and maintained as part of any single household within this area. Litters of any of the foregoing animals may be maintained only until the age of three (3) months is reached, at which time disposition must be made of the excess.

No swine, cattle, calves, horses, colts, sheep or other similar animals shall be permitted on the premises.

14. Architectural Control Committee. (A) Grantor herewith appoints a three-member committee consisting of Thomas E. Kilty, Donna Joyce Kilty and Kerry B. Kilty as an Architectural Control Committee. This committee shall have the responsibility for reviewing all plans for construction of buildings and other improvements and making such other decisions as are required by the terms, provisions and conditions of this declaration, provided that, in any event, when the last lot which is subject to this declaration has been sold by the seller, the term of the designated members of the Architectural Control Committee shall automatically be terminated and the appointment of successors required in accord with the following paragraph.

(B) The committee shall be known as the Architectural Control Committee and the members thereof shall serve until their successors are appointed by replacement by a majority vote of the successors in interest of the owners of the lots covered by this covenant. Subject to the right of a majority of the owners, also herein and otherwise designated as the owners, a majority of the members of the Architectural Control Committee, may, in the event of the death or resignation of any member of the Committee, designate a successor. Changes from time to time of the names of the Architectural Control Committee shall be authenticated by the filing of a memorandum of agreement to these Protective Covenants with the County Clerk, Laramie County, Wyoming.

(C) The Committee shall not be entitled to compensation for services performed pursuant to this covenant.

(D) A decision by the Architectural Control Committee shall be made within 15 days after the date of submission to it of any proposed construction or requirement for approval by an owner or someone in his behalf. In the event that no decision is made within said time, the party submitting the request for consideration may consider that an approval has been obtained by the committee.

(E) Neither the Architectural Control Committee, its members nor its successors or assigns, shall be liable in damages to anyone by reason of any mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to make any approval pursuant to the provisions of this declaration.



15. Amendment. These covenants may be amended by the vote of two-thirds of the property owners.

16. Term. 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 ten (10) years from the date of 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. In the event that any person shall violate any of these covenants, it shall be lawful for the Architectural Control Committee or any owner of any lot or lots in the area or adjacent to the area to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and in addition, to recover from the party so violating such protective covenants, reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery of the damages.

18. Severability. Invalidation of any 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 9TH DAY OF SEPTEMBER, 1983.

THE NORTH FORTY, a Wyoming Partnership

BY <u>Thomas E. Kilty</u> Thomas E. Kilty, Partner	<u>Donna Joyce Kilty</u> Donna Joyce Kilty, Partner
<u>Kevin T. Kilty</u> Kevin T. Kilty, Partner	<u>Kerry B. Kilty</u> Kerry B. Kilty, Partner
<u>Deidre A. Kilty</u> Deidre A. Kilty, Partner	<u>Quinn V. Kilty</u> Quinn V. Kilty, Partner

State of Wyoming
County of Laramie

The foregoing instrument was acknowledged before me by Thomas E. Kilty, Donna Joyce, Kevin Thomas Kilty, Deidre Ann Kilty, Kerry Brennan Kilty, and Quinn V. Kilty this 9th day of September, 1983.



Paula A. Matthe
Notary Public

NORTH FORTY HOMEOWNERS
Cheyenne, Wyoming 82009

To: The Public

November 2, 2002

Memorandum of Agreement to the Declaration of Building and Use
Restrictive Covenants* and Conditions for the North Forty Rural Subdivision

*RECORDED IN BOOK 1186 PAGE 1491

THE UNDERSIGNED being a homeowner in the North Forty Subdivision does hereby make this Declaration of the Election of Members to the North Forty Architectural Control Committee.

1. The North Forty Architectural Control Committee members were elected by a majority of homeowners on October 30, 2002.
2. The Architectural Control Committee consists of the following members: Jack Firestone, Jim Clark, Phil Shaw, Jim Willms, Don Schrader, and Randy Johnston.
3. A quorum of at least three members of the elected Architectural Control Committee is required to make any decision.

DATED this 5 day of November, 2002

BY Paula Willms
Paula Willms, Homeowner

STATE OF WYOMING
COUNTY OF LARAMIE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY PAULA WILLMS ON
NOVEMBER 6, 2002.

5 o'clock

WITNESS MY HAND AND OFFICIAL SEAL

Charlotte Ware Magee
NOTARY PUBLIC

COMMISSION EXPIRES 5-14-2003

