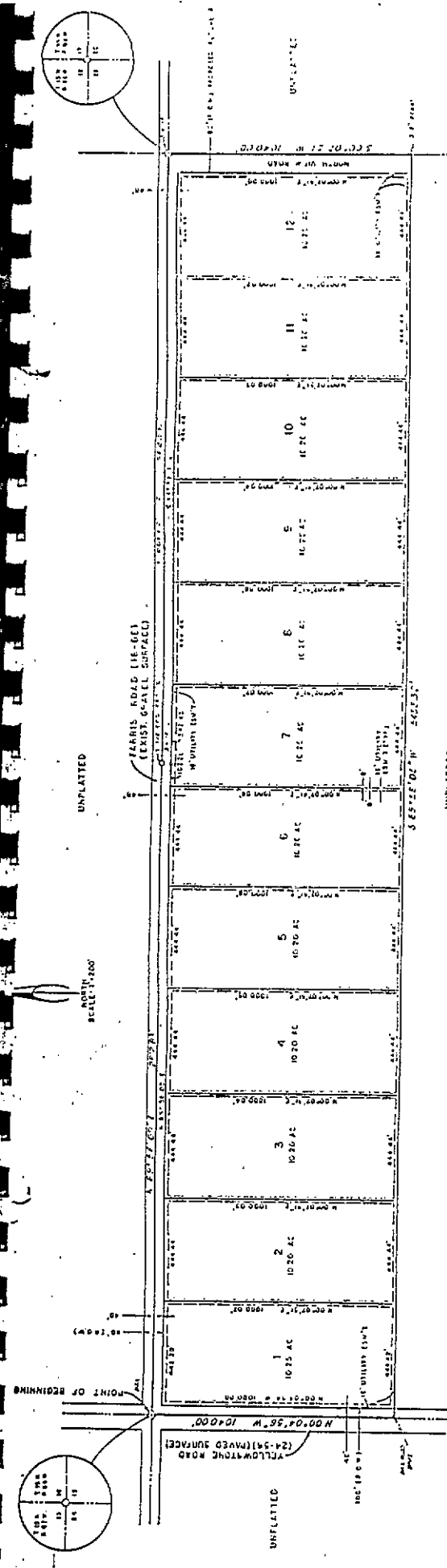




First American Title™

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*Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.*



UNPLATTED

NOTES:

1. AS PROPOSED DOMESTIC WATER SUPPLY

2. NO PROPOSED PUBLIC SEWAGE SYSTEM

**LEGAL NOTES:**

A copy of this plat is filed in the N.S. & M.S. Office and is open for 10 days for inspection at the N.S. & M.S. Office, Harris County, Michigan. Any plat returned to the N.S. & M.S. Office must be accompanied by a check for \$100.00. The plat is not valid until the check is received. The plat is not valid until the check is received. The plat is not valid until the check is received.

**APPROVALS:**

Approved by the Board of Supervisors of Harris County, Michigan, this 10th day of October, 1911.

*James H. ...*  
 CHAIRMAN

*...*  
 CLERK

**RECORDING:**

Recorded by the County Clerk of Harris County, Michigan, this 10th day of October, 1911.

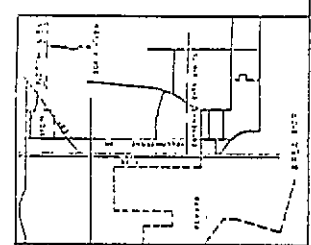
*...*  
 COUNTY CLERK



**NORTH VIEW SUBDIVISION**

A RESUBDIVISION OF THE N 1/2 SEC. 16, T 14 N, R 10 W, SEC. 16, T 14 N, R 10 W, LARSEN COUNTY, WISCONSIN.

**C.S.S.A.**  
 CHAS. S. ...  
 ...



RECORDED JAN 9 1979 AT 444 O'CLOCK P.M.  
512972

Reception No. JANET C. WHITEHEAD, Recorder



STATE OF WYOMING )  
                          )     SS  
COUNTY OF LARAMIE )

DEVELOPERS, INC., A Wyoming Corporation

to

THE PUBLIC:

January 1, 1979

DECLARATION  
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
NORTH VIEW SUBDIVISION

The undersigned, DEVELOPERS, INC., a Wyoming Corporation, is the owner of certain property in Laramie County, State of Wyoming, which is more particularly described upon the plat map as the same is filed for record with the County Clerk and Recorder of Laramie County in connection with the Subdivision designated by Laramie County as "NORTH VIEW SUBDIVISION" situate in Laramie County, Wyoming, as the same is described in Exhibit "A" attached hereto and incorporated herein by this reference and hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of such property, and which shall run with the real property, and which shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and which are intended not to be merely personal.

Restrictions intended to  
infringe or discriminate  
on the basis of race, color,  
sex, or religion are  
hereby deleted to the extent  
such restrictions violate  
42 USC 3604(c).

1. USE: No tract shall be used except for residential purposes.

2. SINGLE-FAMILY DWELLING: No more than one structure shall be erected, altered, placed, permitted or allowed on any one lot or tract, other than one single-family dwelling and a private garage for not more than three cars and a barn and corral for livestock which are to be kept for recreational purposes only. No dwelling shall be constructed which shall contain a habitable floor area on the ground floor, exclusive of basements, porches and garages, of less than 1200 square feet; and no structure shall exceed two stories in height (exclusive of any basement). All construction shall be new and no structure shall be moved from any location outside this subdivision onto any site in said subdivision. Any structure placed upon such lots or tracts must have uniform quality of workmanship and materials, harmony of external design with existing structures within the subdivision with a finished exterior and located on such lots or tracts with respect to topography and finish grade.

3. BUILDING LOCATIONS: No building shall be located on any lot nearer to the front tract line or nearer to the side tract line than 50 feet or setback lines required by Laramie County Zoning regulations which ever is the greater. In any event:

(A) No building shall be located on any lot nearer than 50 feet to an interior tract line and no dwelling shall be located on any interior tract nearer than 25 feet to the rear lot line.

(B) For the purposes of this covenant, eaves, steps, and open porches shall be considered as a part of a building.

4. NO COMMERCIAL USE: No business, trade, or commercial use shall be carried on upon or made of any tract.

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 including, but not limited to, the operation of motor vehicles, (motor bikes, motorcycles, snowmobiles and the like), 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 or care of the property. There shall be no open burning on such lands.





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 material 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 requirements, standards and recommendations of the Wyoming State Department of Public Health and Laramie County, Wyoming.

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. In all events, the natural environment shall be disturbed as little as possible.

8. TEMPORARY STRUCTURES: No structure 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 OF VEHICLES: No vehicle, other than a vehicle that is owned by the owner or lessee of the tract and that has a current Wyoming vehicle registration, shall be kept or stored on the premises.

Vehicles, which are not in running condition or in a state of disrepair, shall not be parked on any roadway, or in any parking area or otherwise in front of any residence. Any vehicle which appears to be abandoned shall be deemed to be an offensive activity and a nuisance as provided in Section 5 of these covenants.

All other vehicles such as trailers, campers, boats and busses shall not be parked or stored in front of any residence or on any roadway for a period in excess of seventy-two (72) hours. Similarly, construction equipment, farm implements, industrial equipment and machinery or salvage items or their components shall not be stored in any event outside of closed buildings.



10. 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 to advertise the property during the construction and sales period.

11. LIVESTOCK AND POULTRY: 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 kept confined within owned or occupied premises. No more than three dogs or three cats or a total of three of either of such animals shall be kept and maintained as part of any single household. 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 shall be permitted hereon, except one pig as a 4-H or F.F.A. project.

The possession of animals other than small household pets such as cats and dogs, whose possession is restricted above, shall be restricted to acreages in excess of five (5) acres and provided that in the case of the possession of such other larger animals, such as cows and horses, the possession of such animals shall be restricted in that not more than one (1) such animal shall be maintained or kept on such premises for each five (5) acres included within the owned tract; provided however, that up to four (4) such animals may be kept or maintained on such premises if the grazing of said premises does not exceed the rate of one (1) animal per five (5) acres when supplementary feeding is afforded and considered, and further provided that in no event shall any grazing by any animals be permitted which shall be in violation of prior paragraphs of these declarations regarding maintenance of stable condition of the soil and vegetation and avoidance of the creation of nuisances.

If any animals are kept upon said lands, the occupants or owner thereof agrees and shall have at all times an all risks liability insurance policy in an amount not less than \$100,000.00, which policy shall cover or pay for all damages caused by or arising out of the ownership of such animal(s). The occupant or owner shall furnish DEVELOPERS, INC. with a certificate of such insurance by mailing of a copy of such certificate to DEVELOPERS, INC. at P.O. Box XXXX, Cheyenne, Wyoming 82001, within thirty (30) days of such occupancy or ownership and annually thereafter.

12. SUBDIVISION: No portion of the described lands shall be subdivided, i.e. existing tracts within the subdivision may not be further subdivided or platted by the owner thereof.

13. FIREARMS: There shall be no hunting or the discharge or use of firearms on any site on the above described property.

14. 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 twenty (20) years from the date 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 lots has been recorded, agreeing to change said covenants in whole or in part.



15. ENFORCEMENT: In the event that any person shall violate any of these covenants, it shall be lawful for 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.

16. 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 purpose, together with the right of ingress and egress at any time for the purpose of further construction and repair.

17. WATER: Wells to obtain water shall comply with the requirements of the State of Wyoming and Laramie County. The well head shall not be closer than one hundred (100) feet to a septic tank in any sewage disposal system. There shall be no more than two water wells located on any ten (10) acre tract. Any water well on said lands shall be used only for domestic use on such tract and not for commercial use or resale.

18. MINERALS: No oil, gas, minerals or mineral rights shall be owned by or inure to the benefit of any occupant or owner of such lands, the same hereby being reserved by DEVELOPERS, INC.

19. FENCING: The occupant or owner of any tract shall construct and maintain at his expense fencing of his property. Such fencing shall be of woven wire construction up to a height of thirty-two (32") inches from ground level. The remainder of the fence, if any, may be of usual wire fence construction.

20. ACCESS OFF COUNTY ROAD: Each occupant or owner of individual tracts shall provide access, at own expense, for such tract on to Farris Road, officially designated as county road 18-DE.

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

DATED this 1st day of January, 1979.

ATTEST:

DEVELOPERS, INC.  
A Wyoming Corporation

*John B. Etchepare*  
Assistant Secretary

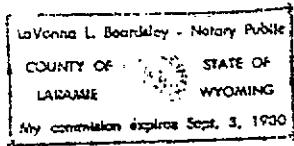
By: *John B. Etchepare*  
John B. Etchepare, President



STATE OF WYOMING )  
 )  
COUNTY OF LARAMIE ) SS

On this 9<sup>th</sup> day of January, 1979, before me personally appeared John B. Etchepare to me personally known, who, being by me duly sworn, did say that he is the President of DEVELOPERS, INC., a Wyoming Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said John B. Etchepare acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.



S E A L

*LaVonna L. Boardley*  
Notary Public





EXHIBIT "A"

All of Lots 1 through 12, inclusive, North View Subdivision, a Residential Subdivision situated in the N $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$  and Government Lot 1, Section 19, T. 15 N., R. 66 W., 6th P.M., Laramie County, Wyoming, as platted and filed for record on October 24, 1977 at 3:50 P.M. in Plat Cabinet 4-257, with the County Clerk and Ex-Officio Register of Deeds of Laramie County, Wyoming.

