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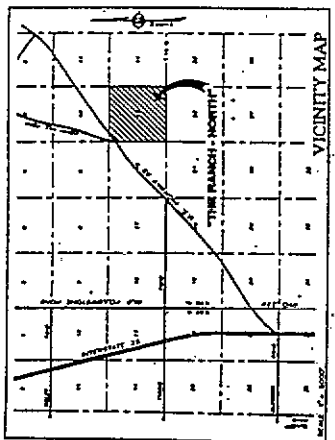
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PROJECT 2712  
 DATE 06/04/94  
 SURVEYOR W.B. DEWITT  
 DRAWN BY STAFF/CAD

1701 OSAGE AVENUE CHEYENNE WYOMING 82008 PHONE (307) 432-1118  
 1702 28TH AVENUE GREELEY, COLORADO 80631 PHONE (303) 395-0742  
**PROFESSIONAL SERVICES, INC.**

PROJECT FINAL PLAN  
 OF THE RANCH-NORTH  
 SHEET 1

**INTERMOUNTAIN**



**DEDICATION**  
 I, the undersigned, do hereby dedicate to the public use of the State of Wyoming the following described land, to-wit:

**ACKNOWLEDGEMENT**  
 I, the undersigned, do hereby acknowledge the foregoing dedication of the above described land to the public use of the State of Wyoming.

**APPROVALS**  
 I, the undersigned, do hereby approve the foregoing dedication of the above described land to the public use of the State of Wyoming.

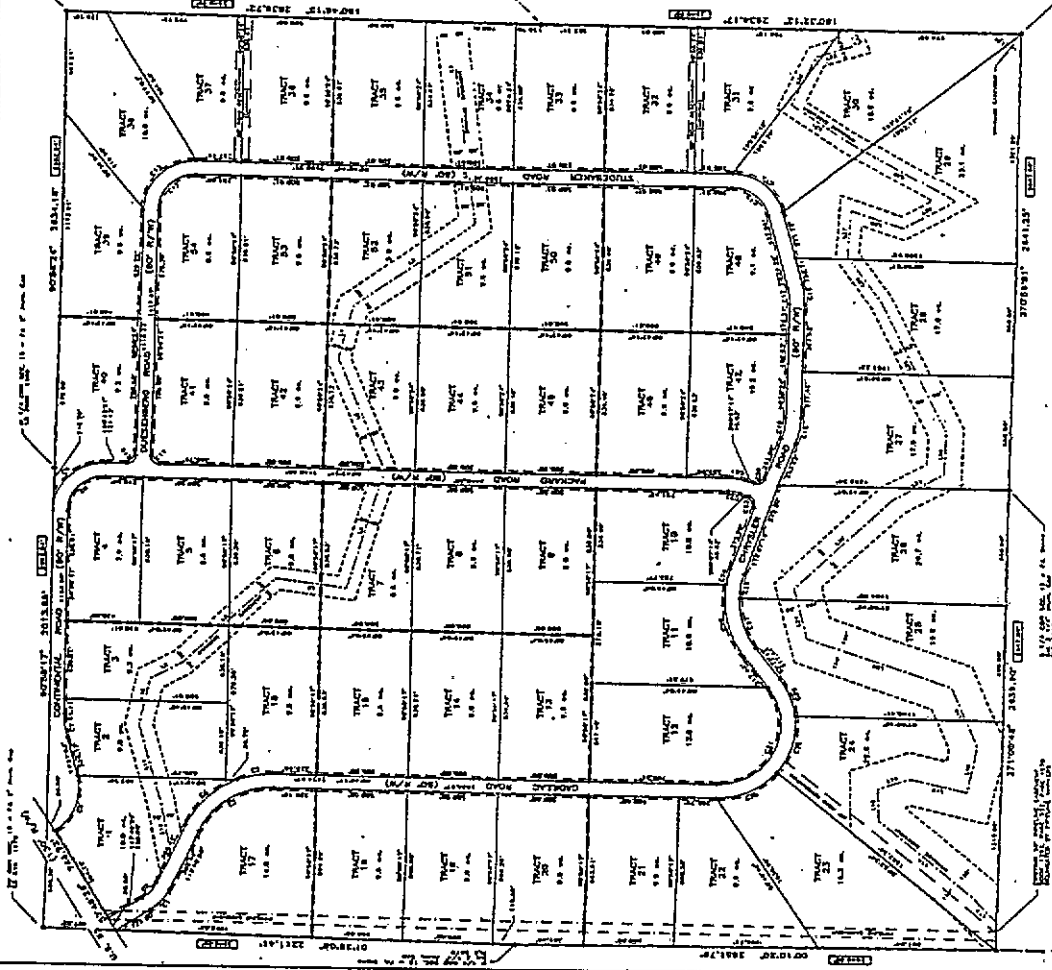
**STATEMENT OF SURVEYOR**  
 I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original record of the above described land as the same appears in the records of the State of Wyoming.

W.B. DEWITT  
 SURVEYOR

TRACT NO.	ACRES	TRACT NO.	ACRES
1	1.00	11	1.00
2	1.00	12	1.00
3	1.00	13	1.00
4	1.00	14	1.00
5	1.00	15	1.00
6	1.00	16	1.00
7	1.00	17	1.00
8	1.00	18	1.00
9	1.00	19	1.00
10	1.00	20	1.00
21	1.00	31	1.00
22	1.00	32	1.00
23	1.00	33	1.00
24	1.00	34	1.00
25	1.00	35	1.00
26	1.00	36	1.00
27	1.00	37	1.00
28	1.00	38	1.00
29	1.00	39	1.00
30	1.00	40	1.00

SCALE 1" = 200'

TRACT NO.	ACRES	TRACT NO.	ACRES
1	1.00	11	1.00
2	1.00	12	1.00
3	1.00	13	1.00
4	1.00	14	1.00
5	1.00	15	1.00
6	1.00	16	1.00
7	1.00	17	1.00
8	1.00	18	1.00
9	1.00	19	1.00
10	1.00	20	1.00
21	1.00	31	1.00
22	1.00	32	1.00
23	1.00	33	1.00
24	1.00	34	1.00
25	1.00	35	1.00
26	1.00	36	1.00
27	1.00	37	1.00
28	1.00	38	1.00
29	1.00	39	1.00
30	1.00	40	1.00



**NOTES**

1. THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION.
2. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY EXISTING UTILITIES OR STRUCTURES IN THE AREA.
3. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY EXISTING EASEMENTS OR RIGHTS OF WAY.
4. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY EXISTING ENCUMBRANCES OR LIENS.
5. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY EXISTING ADVERSE CLAIMS.
6. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY EXISTING DISPUTES OR LITIGATION.
7. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY EXISTING VIOLATIONS OF ANY APPLICABLE LAWS OR REGULATIONS.
8. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY EXISTING UNLAWFUL ACTS OR OMISSIONS.
9. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY EXISTING UNLAWFUL CONTRACTS OR AGREEMENTS.
10. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY EXISTING UNLAWFUL DEEDS OR INSTRUMENTS.

**FILING RECORD**  
 FILED IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF THE DISTRICT OF COLUMBIA  
 ON 06/04/94 AT 10:00 AM  
 BY W.B. DEWITT, SURVEYOR

NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM  
 NO PROPOSED DOMESTIC WATER SOURCE  
 FIRE PROTECTION FROM FIRE DISTRICT NO. 2

**THE RANCH - NORTH**

ALL THAT PORTION OF  
 SECTION 16, T. 1 N., R. 10 W.,  
 LARAMIE COUNTY, WYOMING,  
 LYING SOUTH AND EAST OF  
 U.S. HIGHWAY 85.



STATE OF WYOMING )  
 ) ss:  
COUNTY OF LARAMIE )



RECEIVED  
LARAMIE COUNTY CLERK  
CHEYENNE, WY  
1994 OCT -5 PM 3: 52

THE RANCH-NORTH LLC

151703

To

THE PUBLIC

**DECLARATION OF PROTECTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantors, of all lands described below located in Laramie County, Wyoming as the same is more particularly described to-wit:

TRACTS 1-54, RANCH-NORTH SUBDIVISION,  
A SUBDIVISION OF LARAMIE, COUNTY, WYOMING

(hereinafter "subject property") do hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of uses to which the subject property may be put:

1. RESTRICTIVE USE. The subject property shall be known and described as residential tracts and will be restricted by covenants contained in these Declarations. It is intended that the subject property shall be used and occupied as small ranches or ranchettes, and that the owners will have full enjoyment of the property, subject, however, to the covenants contained in these Declarations. It is the further intent of these covenants to protect and enhance the value, desirability and attractiveness of said property. Restrictions are kept to a minimum while keeping in focus the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger.

2. ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee for the subject property is hereby constituted. This committee is composed of Edward F. Murray, Jr. and William J. Edwards, or their successors as provided for herein. All notices to the Committee required herein shall be sent to "The Ranch-North Architectural Control Committee, c/o Edward F. Murray, Jr. 123 East 17th Street, Cheyenne, WY 82001." The committee may designate a representative to act for it. In the event of a vacancy due to the death, termination or resignation of any member, the remaining member shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation of any kind for services performed pursuant to this covenant.

3. PRIOR COMMITTEE APPROVAL REQUIRED. No building shall be erected upon any tract within the subject property from and after the date

Restrictions imposing a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

BOOK 1384

# 1563

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of this Declaration until approval of the construction plans and specifications and a site plan showing the location of the structure(s) has been granted by the Architectural Control Committee. Application for approval is to be made by written notice of intent to construct which shall include the construction plans and specifications and a site plan which must be delivered to the Architectural Control Committee at the above address. The Committee or its representative shall issue a Receipt of such notice and plans noting the day and time of such delivery. The Committee shall consider each such application as to quality of workmanship and materials described, conformance with this Declaration and harmony of the exterior colors, exterior construction materials and exterior design with existing structures and location with respect to topography and finish grade elevations. The Committee shall advise the applicant in writing of its approval or disapproval within 30 days of receipt of the application. In the event that the Committee disapproves any submitted application, it shall inform the applicant, in writing, of the specific basis for disapproval and the manner in which the applicant may amend such application and/or plans to secure approval.

In the event the Committee or its designated representative fails to approve or disapprove any such application and plans so submitted within 30 days after receipt by the Committee or if a suit to enjoin any non-approved construction is not initiated within sixty (60) days following the completion of the pouring of footers and/or other permanent and visible construction elements, Committee approval will not be required and this particular related covenant shall be deemed to have been fully complied with.

In the event that any construction is commenced upon any tract within the Subject property without having first secured Committee approval, the Committee or any owner of a lot within the Subject property may institute an action to enjoin such construction until Committee approval has been granted. The prevailing party in any such injunction action shall be entitled to recover its or their attorney's fees and costs of such action.

The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this provision, or any provision in this Declaration. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant, and any approval or permission granted by the Committee shall not in any way be construed to mean acceptance of any submission to any private or governmental agency.

4. USE OF TRACTS. From and after the date of this Declaration, no structure other than a private single family dwelling, together with a private attached garage for no more than 4 cars or a house plan design for a detached garage structure equivalent in size to a 4 car garage, and a suitable and



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compatible barn and/or other out-building(s) and corral shall be erected, placed or permitted to remain on any tract of the subject property. Metal barns and/or out-building(s) may be allowed subject to the approval of the Architectural Control Committee. No mobile homes shall be permitted. Modular, factory-built homes may be permitted if they meet all other requirements herein. Modular and/or factory built homes must be permanently affixed to a poured concrete or concrete block foundation which extends around the entire perimeter of the structure with a crawl space or basement and must have a pitched and shingled roof. All construction and/or factory-built modular homes shall be new and must comply with all applicable building codes, zoning laws and the minimum building standards as set forth in this Declaration. No structure shall be moved from any location outside the subject property onto any tract of the subject property. All buildings and other structures existing as of the date of this Declaration may remain on the subject property.

No commercial business activity other than a home occupation use in conformance with Paragraph 5 below, or any activity of a noxious or offensive nature may be conducted upon any tract of the subject property, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood.

No portion of any tract of the subject property shall be used or maintained as a dumping ground for rubbish or junk, specifically junked vehicles, unlicensed vehicles, vehicles which are not in running condition or are in a state of disrepair, appliances, etc. Trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises.

5. Home occupations are permitted, however, nothing in this section shall be construed to relieve any person from compliance with any and all applicable City and County zoning regulations. The applicant shall be responsible to determine which regulations govern applicant's intended and actual home occupation use and shall be responsible for complying with those regulations.

In addition, all home occupation uses shall be in compliance with the following restrictions:

(A) Any alterations and/or construction to accommodate the home occupation use shall be approved by the Architectural Control Committee. The external character and appearance of the building shall be consistent with these covenants.

(B) There shall be no offensive noises, vibration, smoke, dust, odors, heat or glare resulting from such home occupation use.



(C) No materials, goods, supplies or equipment related to the home occupation use shall be stored or displayed outside of any structure located on the property.

(D) One (1) unlighted sign, compatible with the residence and neighborhood, not over 18 inches by 24 inches shall be permitted provided it is attached flat against the structure or window.

(E) There shall be only incidental sale of stocks, supplies or products, except those made or produced on the premises, however, catalogue sales are permitted.

(F) Employees working on the site of the home occupation shall be bona-fide, full-time residents of the principal residence on the tract only.

6. FURTHER SUBDIVISION RESTRICTION. No tract of the subject property may be subdivided into smaller tracts. Each tract in the original plat is numbered and there shall be no additional tracts created by any method of subdivision or use.

7. TEMPORARY BUILDINGS. No structure of a temporary character, trailer, modular, basement, tent, shack or barracks, shall be used on the subject property as a family dwelling, either temporarily or permanently. This covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever the same have been on the premises an unreasonable length of time. No mobile home shall be converted to a permanent dwelling on the subject property.

8. MINIMUM SIZE. Any and all dwellings constructed on any tract of the subject property after the date of this Declaration 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 1-1/2 or 2 story dwelling, the minimum living area of the first floor may be not less than one thousand (1000) square feet, provided that the total living area be not less than fifteen hundred (1500) square feet, exclusive of porches, terraces and garage and basement area. All dwelling shall be constructed according to The Uniform Building Code requirements prevailing on the date the building is constructed. It is the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded.

9. CONSTRUCTION REQUIREMENTS. The exterior surface materials and roofing of any and all dwellings constructed on the subject property after the date of this Declaration shall be subject to approval by the Architectural Control Committee. Roofing material on all primary residential structures must



be wood shingles or approved number one (#1) quality asphalt shingles or as otherwise may be approved in writing by the Committee. Roofing material on any barns and/or out-building(s) may be metal or rolled roofing of a weight of not less than ninety pounds (90 lbs.).

Once construction is begun on any residence, wall or fence on the subject property after the date of this Declaration, such construction shall be completed within one (1) year of the time such construction was begun.

10. SET-BACKS. No structure shall be located on any tract nearer than seventy (70) feet from any front, side, or rear lot line. If an owner is combining two or more tracts as a homesite, the interior lot lines of said combined parcel may be disregarded and the seventy (70) foot set back shall be measured from the exterior lot lines of said combined parcel.

11. WATER WELLS. Water wells shall be located a minimum of seventy-five feet (75') from any property line.

12. SEPTIC SYSTEMS. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the Laramie County Department of Environmental Health. No septic tank or field system shall be nearer than one hundred (100) feet to any building lot line except with the consent of the appropriate health officials of the County and State and the Architectural Control Committee, 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 subdivision. All toilet facilities must be a part of the residence or garage and shall be of a modern flush type and connected to a proper septic tank system.

13. SIGNS. No sign of any kind shall be displayed to the public view on the subject property after the date of this Declaration except one sign of not more than five (5) square feet advertising a tract for sale or rent or a sign used by a builder to advertise the property during the construction and initial sales period.

14. PETS, HORSES AND LIVESTOCK. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. No more than one (1) horse or one (1) head of livestock per each three (3) acres of an individual tract may be kept, provided such horse(s) and/or livestock are accommodated with adequate stable facilities approved by the Architectural Control Committee and an adequate non-grazing feeding arrangement is demonstrated. This maximum number of horses and/or livestock per tract may be exceeded in the event of a birth of an offspring or during a special occasion, however, such circumstances of excessive use may not exceed one hundred twenty (120) days during any one (1) year. Operation of commercial riding stables and commercial boarding stables shall not be allowed. Stables, barns, horse sheds and corrals will be of finished construction and shall be maintained in compliance with all lawful sanitary regulations and Architectural Control Committee approval. Dogs will be under the control of the owner at all



times and will not be allowed to run free off the owner's tract. This covenant will not prohibit 4-H, FFA or similar non-commercial limited projects, subject to written approval of the Architectural Control Committee. Owners shall be responsible for keeping all livestock within the fenced boundaries of the Owner's tract.

15. HUNTING. Game hunting of any kind shall not be permitted within the boundaries of the subdivision.

16. LANDSCAPING. The first grantee of any tract within the subdivision shall be responsible for the installation and continued maintenance of landscaping upon such tract in at least the minimum amounts and quality set forth herein. Installation of all required landscaping shall be completed within one (1) year after completion of construction of the primary residence. It is the intent of these covenants that landscaping be installed to enhance such tract, the adjoining tracts and the subdivision; to provide drainage and erosion control and to achieve a harmonious and integrated appearance of such tract with the adjoining tracts and the subdivision.

All surface areas within the boundaries of all tracts not otherwise occupied by structures or roads shall be covered with native ground cover or other grass of the owner's choice, trees, shrubs or other landscaping elements such as rocks, wood chips, bark and/or mulched or graveled material.

Each tract owner shall plant and maintain no less than twelve (12) trees of any variety which shall be no less than four (4) feet tall when planted and any deciduous tree shall be no less than eight (8) feet tall when planted. Nothing herein shall be construed to prohibit an owner from planting any number of trees less than such minimum height requirements in addition to the requirements in addition to the required twelve (12) trees which meet these minimum height requirements. No unsightly shelter or wind protection for trees such as used tires shall be permitted. Any trees which die shall be replaced with tree(s) of a height at least equal to the size of that when originally planted.

No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns which exist through the subdivision as a whole. Any proposed changes to the subdivision's natural or designed drainage patterns must be shown on any tract owner's application for approval of construction and must include a complete written definition of all proposed drainage changes. Any and all damage to the soil and vegetation during construction shall be restored to its natural condition within one (1) year following completion of the construction.

17. FENCES. A plan for any and all boundary fencing to be constructed subsequent to the time of the filing of these covenants shall be submitted to the Committee for approval pursuant to Paragraph 3 above. Although split rail and western rail fencing is preferable, other types of fencing may be acceptable, otherwise, in any case, any and all boundary fencing to be





constructed shall be with the use of wooden posts and shall not include steel "T-posts". The only steel "T-posts" allowed are those on the existing section line fences.

18. VEHICLES. Vehicles which are not in running condition or are in a state of disrepair shall not be parked anywhere on the subject property more than 72 hours at any one time or as a repeated practice. No vehicles, trailers, or vehicular equipment shall be habitually parked along any of the public roadways adjacent to on the subject property. Owners of camp trailers, horse trailers, boats and boat trailers and trucks larger than general use pickups shall attempt to park such vehicles away from the general view of adjacent landowners and away from the roadway side of any house.

19. GRAVEL. No mining of gravel shall be permitted in the subdivision other than that being conducted by the Developer to complete the initial road system. Developer shall discontinue such gravel mining at such time as the road system has been completed and approved by Laramie County.

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

21. RADIO AND TV ANTENNAS. Each tract in the subdivision shall be limited to not more than one (1) television antenna, tower or satellite dish and not more than one (1) radio antenna or tower. No tract owner shall cause or permit any radio or television equipment on his or her lot to cause interference with the radio or television signals or reception of any other tract owner.

22. UNDERGROUND UTILITIES. All utility lines from the easement to the structure and from structure to structure on the tract shall be placed and maintained underground and shall be the responsibility of the owner, builder and/or the utility company.

23. GRAZING MANAGEMENT. The general precept for livestock grazing on the native range portion of the tracts is to "graze half and leave half of the weight of the current year's growth." For the benefit and enjoyment of all tract owners or persons legally in possession, it is expressly understood and agreed that all such persons mentioned above shall abide by such precept and carefully manage the grazing of the land. It is further agreed that proper management requires that the range land be properly used. For this subdivision, use levels are hereby classified as follows:

#### UTILIZATION RECORD

Unused - No livestock use.



- JW
- Slight - 1 percent - 20 percent of primary forage plants grazed, practically undisturbed.
- Moderate - 20 percent - 40 percent use of primary forage plants, most of the range being grazed, but little or no use of poor plants.
- Full - 41 percent - 60 percent use of primary forage plants with all of the range being grazed, but little or no use of poor plants.
- Close - 61 percent - 80 percent use of primary forage plants with all of the range showing use with major portions closely grazed. Some use of low-value plants.
- Severe - 81 percent - 100 percent use of primary forage plants with low-value plants carrying the grazing load.

Close and/or Severe grazing as described above is expressly prohibited by these covenants and may be enjoined as a violation of these covenants.

24. **BINDING EFFECT; EXTENSION; AMENDMENT.** This Declaration and all restrictions set forth herein run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time, by an instrument signed by at least two-thirds (2/3rds) of the then owners of the tracts agreeing to amend this Declaration in whole or in part and recorded upon the deed records of the Clerk of Laramie County, Wyoming. Any such amendment shall only bind those tracts owned by those persons who actually sign the amendment from and after the date of filing of such amendment.

25. **ENFORCEMENT.** This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the Grantor, its successors and assigns, or by any legal or equitable owner of a tract on the subject property by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees required of the Committee or owner in the proceedings either to enjoin violation or for the recovery of the damages. The failure to enforce or cause the abatement of any violation of this Declaration and these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within this Declaration. The Architectural Control Committee is in no way responsible for enforcement of the restrictions in this Declaration.



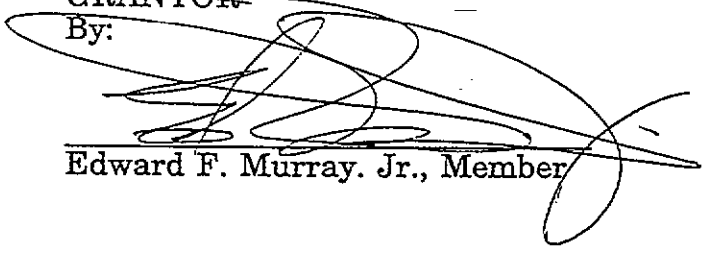
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26. SEVERABILITY: Invalidation of any one of these restrictions by judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 5<sup>th</sup> day of October, 1994.

THE RANCH-NORTH, LLC, a  
Wyoming limited liability company,  
~~GRANTOR~~

By:



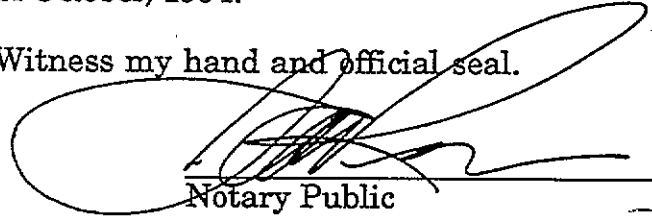
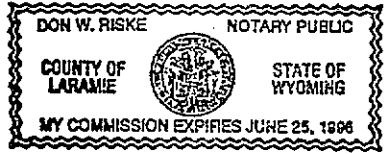
Edward F. Murray, Jr., Member

STATE OF WYOMING )  
                                  )  
COUNTY OF LARAMIE )

ss.

The foregoing was acknowledged before me by Edward F. Murray, Jr., known to me to be a member of The Ranch-North, LLC, a Wyoming limited liability company, this 5<sup>th</sup> day of October, 1994.

Witness my hand and official seal.

  
Notary Public

My Commission Expires:

