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TO: The Public

March 15, 1976

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:

Peed Tracts, A Subdivision of the N 1/2 of the SW 1/4 of Section 12, Township 14 North, Range 67 West, Laramie County, Wyoming

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

1. The use of said lands shall be restricted to a single one-family dwelling, private residential use and a barn, stable facility or 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. No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porch and garage shall be less than 1000 square feet of finished living area and all structures shall be constructed with a continuous brick, masonry, concrete or comparable building material in the foundation.

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 lot line or nearer than 25 feet to any side lot line except as is otherwise herein provided for a planned unit development. 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.

Restrictions indicating a preference, imitation or discrimination based on race, color, sex, religion, national origin, ancestry, or marital status are hereby rejected. Restrictors waive 42 USC 3604(c).



(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 or care of the property. No retail, wholesale, manufacturing, repair, business, professional offices, or home occupations of any kind, shall be permitted on any 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 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 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 levelling 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 operations, 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 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 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 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 24 hours at any one time or as a repeated matter of practice.



10. Mobile Homes. 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 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. 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 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, calves, colts, sheep or other similar animals shall be permitted on the premises except for supervised animal husbandry programs such as or similar to 4-H and F.F.A. activities.

15. Architectural Control Committee.

(A) Grantor herewith appoints a 3-member committee consisting of Elmer Garrett, H. W. Read and Herbert Schemp 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 amendment 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.

(F) 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.

16. Amendment. These covenants may be amended by the vote of two-thirds of the owners of the building site entitled to vote in the Homeowners Association.

17. 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 thirty years from the date these covenants are recorded, 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 lots has been recorded, agreeing to change said covenants in whole or in part.

18. 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 enjoy violation or for the recovery of the damages.

19. 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 5<sup>th</sup> day of July 1975.

H. W. Read  
H. W. Read

Winifred Read  
Winifred Read

William C. Conrad  
William C. Conrad

Leona H. Conrad  
Leona H. Conrad

H. Richard Gress  
H. Richard Gress

Kathryn A. Gress  
Kathryn A. Gress

Douglas L. Coates  
Douglas L. Coates

Robert J. Hutchinson  
Robert J. Hutchinson

Laraine Hutchinson  
Laraine Hutchinson

BOOK 1080

Clayton Unger  
Clayton Unger  
Nadine D. Unger  
Nadine D. Unger

Frederick Roybal Jr.  
Frederick Roybal Jr.

Mary C. Roybal  
Mary C. Roybal

Donald L. Davis  
Donald L. Davis

Marcella J. Davis  
Marcella J. Davis

Arnault J. Schellenberg  
Arnault J. Schellenberg

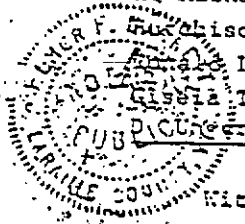
Gisela T. Schellenberg  
Gisela T. Schellenberg

James Brown  
James Brown



STATE OF WYOMING )  
COUNTY OF LARAMIE ) ss.

The foregoing instrument was acknowledged before me by  
H. W. Read, Winifred Read, William C. Conrad, Leona M. Conrad,  
H. Richard Gress, Kathryn A. Gress, Douglas L. Coates, Peter J.  
Hutchison, Laraine Hutchison, Fredrick Roybal, Jr., Mary C. Roybal,  
Donald L. Davis, Marcella J. Davis, Arnault J. Schellenberg,  
Gisela T. Schellenberg and James Brown Clayton Unger and Nadine  
Unger this 15<sup>th</sup> day of July 1976.



Witness my hand and official seal:

Clayton Unger  
Notary Public

My Commission expires: 21 August 1976

STATE OF Washington  
COUNTY OF Pierce

The foregoing instrument was acknowledged before me by

Donald L. Davis and Marcella J. Davis, this 29<sup>th</sup> day of July 1976.



Witness my hand and official seal:

Clayton Unger  
Notary Public

My commission expires: 15 December 1979



RECORDED SEP 9 1977 AT 452 FLOCKER M  
453383

Reservation No. JANET C. WHITEHEAD, Recorder

MEMORANDUM OF AMENDMENT OF PROTECTIVE COVENANTS

The undersigned being the newly elected Architectural Control Committee for the following described property situate in Laramie County, Wyoming, to-wit:

Read Tracts, a Subdivision of the N<sup>1</sup>/<sub>4</sub> of the SW<sup>1</sup>/<sub>4</sub> of Section 12, Township 14 North, Range 67 West of the 6th P.M., Laramie County, Wyoming,

do hereby make the following statements:

- 1) That all the tracts in the above described Subdivision have been sold either on Contract or Warranty Deed to the purchasers.
- 2) That by a special meeting held the 26th day of May, 1977, at the office of Garrett Realty Company, a majority of the present tract owners elected the said undersigned tract owners to replace Elmer Garrett, E. W. Read and Herbert Schemp, as the new Architectural Control Committee.
- 3) That said election of the new three member committee was in accordance with paragraph No. 15 of the "Declaration of Building and Use Restrictive Covenants and Conditions" as recorded in the Laramie County Clerk's office at Book 1080 Pages 306 through 310, inclusive.

DATED this 9th day of September, 1977.

Clayton Unger  
Clayton Unger

John Sandahl  
John Sandahl

Douglas L. Coates  
Douglas L. Coates

THE STATE OF WYOMING )  
                                  ) SS  
                                  )     My instrument was acknowledged before me by Clayton Unger,  
                                  )     Douglas L. Coates, this 9th day of September  
                                  )     [Signature] in the presence of my hand and official seal.

Commission expires:  
January 10, 1978

William C. Nech  
Notary Public

We, the undersigned past members of the "Read Tracts Architectural Control Committee" hereby concur with the above statements of fact and consent to the said election.

Elmer Garrett  
Elmer Garrett

E. W. Read  
E. W. Read

Herbert Schemp  
Herbert Schemp

BOOK 1100





THE STATE OF WYOMING )  
                                  ) SS  
COUNTY OF LARAMIE     )

The foregoing instrument was acknowledged before me by Elmer Garrett,  
H. W. Read and Herbert Schemp, this 9th day of September, 1977.



James C. Heck  
Notary Public

023383  
023383

BOOK 1100

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