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on from the subdivision listed  
land state or national laws are  
heavily effected to the extent such  
restrictions violate 42 USC 3604(c).

Recorded March 15, 1957  
Reception No. 781888

## ALL-AMERICA-SUBDIVISION

### PROTECTIVE COVENANTS FOR AREAS OUTSIDE OF CITY LIMITS

1. Land Use and building Type.

2. Architectural Control

No building shall be erected, placed or altered on any plot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any plot nearer to any street than the minimum building setback line. Approval shall be as provided in a later section.

3. No dwelling shall be permitted on any lot in blocks 1,2,3,4,5 and 6, of said subdivision at a cost of less than 10,000, nor at a cost of less than 10,000, on any lot in blocks 1,2,3,4,5, and 6, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants 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 at the minimum cost stated herein for the minimum permitted dwelling size. In blocks 1,2,3,4,5 and 6, the ground area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling, or less than 1300 square feet for a dwelling of more than one story. IN blocks 1,2,3,4,5 and 6, the ground floor area of the mainstructure, exclusive of one-story open porches and garages, shall not be less than 900 for a dwelling of more than one story.

4. Building Location.

No building shall be located on any nearer than 35 feet to the front lot line, or nearer than 5 feet to any side street line, and no building shall be located nearer than 5 feet to an interior plat line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building set back line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided however, that this shall not be construed to permit any portion of a building on a plot to encroach upon another lot.

5. Lot Area and Width.

No dwelling shall be erected or placed on any plot having a width of less than 90 feet at the minimum building setback line nor shall any dwelling be erected or placed on any plot having an area of less than 18,000 square feet. When this subdivision is provided a public water supply or sewage disposal system, the building lot area shall be 8,000 square feet.



## Nuisances.

No noxious or offensive activity shall be carried on upon any plot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time to be used as a residence, temporarily or permanently.

### 8. Signs.

No Sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, 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.

9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any plot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or any plot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

### 10. No goats or hogs.

### 11. Garbage and Refuse Disposal.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

### 12. Sewage Disposal.

No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State of Wyoming Department of Public Health.

### 13. Water Supply.

No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State of Wyoming Department of Public Health.

## SUGGESTED ITEMS TO BE CONSIDERED FOR A NEW SUBDIVISION

Where dwelling is served by private water and sewage disposal, the minimum side yard acceptable to the FHA is fifteen feet, making the minimum distance between houses thirty feet, This to avoid a health hazard.

Individual sewage disposal systems shall be located, constructed and



equipped in accordance with the requirement, standards, recommendations of the Wyoming Public Health Department.

Utilities required:

Water, public or private. If private, must meet requirements and standards of the State of Wyoming Public Health Department.

(S)Earl L. Lewis

State of Wyoming )ss.  
County of Laramie)

On this 15th day of March A. D. 1957, before me a Notary Public in and for the State of Wyoming, personally appeared Earl L. Lewis, to me known to be the person described in and who executed the foregoing dedication and acknowledged said instrument to be his free act and deed and for the purpose therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office the day and year first above written.

(S)Gerald J. Rosenblum, Notary Public

My Commission expires August 4, 1958.  
NOTARIAL SEAL AFFIXED

DECLARATION OF PROTECTIVE COVENANTS

ANDREA G. ANDREWS and GEORGE S. ANDREWS,  
Owners of a subdivision known as  
RIDING CLUB ESTATES

to

The Public

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

KNOW ALL MEN BY THESE PRESENTS: That Andrea G. Andrews and George S. Andrews, owners of a subdivision known as Riding Club Estates, a subdivision located in the E $\frac{1}{2}$ , SE $\frac{1}{4}$ , Section 6, Township 14 North, Range 66 West of the 6th P.M., Laramie County, Wyoming, do hereby covenant and agree that Riding Club Estates, Laramie County, Wyoming, shall be subject to the protective covenants hereinafter set forth, and said owners do hereby covenant and agree that any subsequent grants or any lot, tract or parcel of the above-described real property shall be subject to the following covenants and restrictions:



1. No tract shall consist of less than three (3) acres and not more than one single family residence shall be constructed on each tract.

2. No residence shall be placed on a tract in Riding Club Estates which is a basement house and no basement shall be constructed and then covered and used as a residence, and any and all buildings constructed on any tract shall be constructed in a good and workmanlike manner.

3. No building shall be erected nearer than twenty-five (25) feet to any boundary along a street, or so that any part of said building is closer than twenty-five (25) feet to any other boundary lines of each tract.

4. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of the building.

5. Any animal shelter or pen shall be at least one hundred (100) feet from any adjacent tract.

6. No construction of temporary character, trailer, basement, tent or accessory building shall be used on any tract for a residence temporarily or permanently.

7. No tract shall be divided, subdivided, split or sold in any manner whatsoever in parcels less than three acres each.

8. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street or roadway than the minimum building setback line unless similarly approved.

9. The Architectural Committee shall consist of George S. Andrews, Andrea G. Andrews, and one (1) owner from each tract as originally platted, subdivided, and recorded as Riding Club Estates, for a total of nine (9) voting members. Action by the Architectural Committee shall be by majority vote, except that in the event that a tie vote shall be cast, George S. Andrews, or his designate, shall cast an additional tie-breaking vote. By majority vote of the Committee, the Committee may designate a representative to act for it.



In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor, except that if either Andrea G. Andrews or George S. Andrews shall die before all seven tracts are sold by them, then the decedents' rights and voting powers shall automatically transfer and vest in the survivor of them.

10. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. A party seeking to begin or complete construction on any portion of Riding Club Estates shall have a reasonable time not to exceed thirty (30) days to comply with requests by the Architectural Committee for the production of either written or oral information. Failure to so provide such information to the Committee shall be deemed to be a violation of these covenants and the Committee shall be authorized to bring action to enjoin such construction and require removal if appropriate.

11. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage of 1600 square feet, except that where the said principal dwelling is a one and one-half (1½) or two (2) story dwelling, the minimum may be reduced to 1000 square feet of ground floor area, providing that the total living area of the one and one-half (1½) or two (2) floors is not less than 2100 square feet.

12. 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, the Laramie County Health unit, or such other and proper authorities as required by governing law or ordinance. No septic tank or field systems shall be nearer than one hundred (100) feet to any building plot line except with the consent of the appropriate health officials of the County and State, 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 property. No outside toilets or privies shall be permitted upon the premises. All toilet facilities must be a part of the residence and shall be of a modern flush type and connected with a proper septic tank system.

13. No tract shall be used or maintained as a dumping ground for rubbish or junk, specifically junked cars, unlicensed cars, appliances, etc. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or



other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

14. No more than four (4) household pets may be kept on any one tract and no more than two (2) horses shall be kept, raised or bred on any one tract; no poultry of any kind may be kept on any one tract. 4-H projects per tract are permitted but must not be more than one (1) calf or lamb and no swine.

15. No sign of a commercial nature shall be displayed to the public view, except, however, one sign of not more than thirty-two (32) square feet may be used to advertise the property for sale, or rent, or to be used by a building to advertise the property during the construction and sales period.

16. 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.

17. 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, or derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

18. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages.

19. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

20. This Declaration of Protective Covenants shall be construed to be a part of the conveyance of any of the premises herein or any of their grantees, heirs, executors, successors or assigns without being mentioned therein.

21. Vehicle Parking: Vehicles not in running condition shall not be parked in front of a residence or on a public street. All campers, trailers, boats and other vehicles must be parked no closer than the front line of the residence, except pickup mounted campers used as a regular means of transportation.

22. Term of Covenants: Shall run with land twenty (20) years and extend automatically except by written and recorded instrument signed by two-thirds (2/3) of the owners then of record, agreeing to change the covenants in part or whole, subject to the provisions of paragraph 9 above.

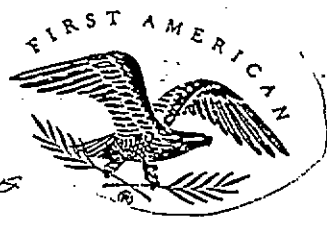
23. Time of Construction: Any structure must be closed in and exterior finished within one (1) year from date of start of construction.

24. Any variance from the provisions stated above must be approved in advance by a majority vote of the Architectural Committee. Pursuant to the provisions set forth above, failure to comply with this provision may be enforced against.



DATED this 30<sup>th</sup> day of December, 1976

RIDING CLUB ESTATES



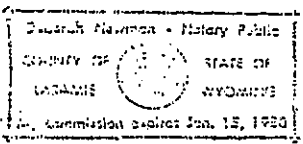
BY: Andrea G. Andrews  
Andrea G. Andrews, owner

George S. Andrews  
George S. Andrews, owner

A C K N O W L E D G M E N T

The foregoing instrument was acknowledged before me  
this 30<sup>th</sup> day of December, 1976, by Andrea G.  
Andrews and George S. Andrews.

Witness my hand and official seal.



Robert Newman  
Notary Public

My commission expires: January 15, 1980.

RECORDED JUL 24 1980 AT 10:29 O'CLOCK A.M.

585731

Reception No. JANET C. WHITEHEAD, Recorder

DECLARATION OF PROTECTIVE COVENANTS



George S. Andrews, Meade O. Davis and Morris B. Perkins  
Owners of a subdivision known as  
RIDING CLUB ESTATES, Second Filing  
to

The Public

KNOW ALL MEN BY THESE PRESENTS: That George S. Andrews, Meade O. Davis, and Morris B. Perkins, owners of a subdivision known as Riding Club Estates, a subdivision located in the E 1/2, SE 1/4, Section 6, Township 14 North, Range 66 West of the 6th P.M., Laramie County, Wyoming, do hereby covenant and agree that Riding Club Estates, Second Filing, (Tracts 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18) Laramie County, Wyoming, shall be subject to the protective covenants hereinafter set forth, and said owners do hereby covenant and agree that any subsequent grants or any lot, tract or parcel of the above-described real property shall be subject to the following covenants and restrictions:

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

1. No tract shall consist of less than two and one half (2 1/2) acres and not more than one single family residence shall be constructed on each tract, unless approved by the Architectural Committee in writing.
2. No residence shall be placed on a tract in Riding Club Estates, Second Filing, which is a basement house and no basement shall be constructed and then covered and used as a residence (exclusive of a "earth home" approved by the Architectural Committee); and any and all buildings constructed on any tract shall be constructed in a good and workmanlike manner.
3. No building shall be erected nearer than twenty-five (25) feet to any boundary along a street, or so that any part of said building is closer than twenty-five (25) feet to any other boundary lines of each tract.
4. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of the building.
5. Any animal shelter or pen shall be at least one hundred (100) feet from any adjacent tract.
6. No construction of temporary character, trailer, basement, tent or accessory building shall be used on any tract for a residence temporarily or permanently.
7. No tract shall be divided, subdivided, split or sold in any manner whatsoever in parcels less than two and one half acres each.
8. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street or roadway than the minimum building setback line unless similarly approved.
9. The Architectural Committee shall consist of George S. Andrews, Andrea G. Andrews, K. Lynne Davis, Meade O. Davis, III, and one (1) owner from each tract as originally platted, subdivided, and recorded as Riding Club Estates, for a total of

sixteen (16) voting members. Action by the Architectural Committee shall be by majority vote, except that in the event that a tie vote shall be cast, George S. Andrews, or his designate, shall cast an additional tie-breaking vote. By majority vote of the Committee, the Committee may designate a representative to act for it.

a) In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor; except that:

(1) If either Andrea G. Andrews or George S. Andrews shall die before all twelve (12) tracts are sold by them, then the decedents' rights and voting powers shall automatically transfer and vest in the survivor of them; or

(2) If either K. Lynne Davis or Meade O. Davis, III shall die before all twelve (12) tracts are sold by them, then the descendants' rights and voting powers shall automatically transfer and vest in the survivor of them.

10. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. A party seeking to begin or complete construction on any portion of Riding Club Estates shall have a reasonable time not to exceed thirty (30) days to comply with requests by the Architectural Committee for the production of either written or oral information. Failure to so provide such information to the Committee shall be deemed to be a violation of these covenants and the Committee shall be authorized to bring action to enjoin such construction and require removal if appropriate.

11. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage of 1800 square feet, except that where the said principal dwelling is a one and one-half (1 1/2) or two (2) story dwelling, the minimum may be reduced to 1000 square feet of ground floor area, providing that the total living area of the one and one-half (1 1/2) or two (2) floors is not less than 2000 square feet.

12. 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, the Laramie County Health unit, or such other and proper authorities as required by governing law or ordinance. No septic tank or field systems shall be nearer than one hundred (100) feet to any building plot line except with the consent of the appropriate health officials of the County and State, 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 property. No outside toilets or privies shall be permitted upon the premises. All toilet facilities must be a part of the residence and shall be of a modern flush type and connected with a proper septic tank system.

13. No tract shall be used or maintained as a dumping ground for rubbish or junk, specifically junked cars, unlicensed cars, appliances, etc. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

14. No more than four (4) household pets may be kept on any one tract and no more than two (2) horses shall be kept, raised or bred on any one tract; no poultry of any kind may be kept on





any tract. 4-H projects per tract are permitted but must not be more than one (1) calf or lamb, and no swine shall be permitted.

15. In the event that a horse(s) or other large animal(s) is kept upon the premises, such animal(s) (not to exceed two (2) per each tract) shall not be allowed to roam free over the entire tract, but shall be kept in a corral of not more than two thousand five hundred (2,500) square feet, such corral to be submitted and approved as required in paragraph 10 of these covenants.

16. No sign of a commercial nature shall be displayed to the public view, except, however, one sign of not more than thirty-two (32) square feet may be used to advertise the property for sale or to be used by a building to advertise the property during the construction and sales period.

17. 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.

18. 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, or derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

19. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages.

20. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

21. This Declaration of Protective Covenants shall be construed to be a part of the conveyance of any of the premises herein or any of their grantees, heirs, executors, successors or assigns without being mentioned therein.

22. Vehicle Parking: Vehicles not in running condition shall not be parked in front of a residence or on a public street. All campers, trailers, boats and other vehicles must be parked no closer than the front line of the residence, except pickup mounted campers used as a regular means of transportation.

23. Term of Covenants: Shall run with the land for a period of twenty (20) years after the date first executed below, and shall extend automatically every ten (10) years thereafter except by written and recorded instrument signed by two-thirds (2/3) of the owners then of record, agreeing to change the covenants in part or whole, subject to the provisions of paragraph 8 above.

24. Time of Construction: Any structure must be closed in and exterior finished within one (1) year from date of start of construction.

25. Any variance from the provisions stated above must be approved in advance by a majority vote of the Architectural Committee. Pursuant to the provisions set forth above, failure to comply with this provision may be enforced against by any aggrieved party in a court of competent jurisdiction; PROVIDED, that such aggrieved party shall either possess an ownership interest in a portion of the above-described property or shall be a member of the Architectural Committee, bringing such an action in the name of the Architectural Committee; and PROVIDED FURTHER that in the event that an action is filed to enforce the terms and conditions of these covenants, the prevailing party shall be entitled to recover its costs and attorney's fees in prosecuting said action.

DATED this 23<sup>rd</sup> day of July, 1970



RIDING CLUB ESTATES,  
SECOND FILING,

BY: George S. Andrews  
George S. Andrews

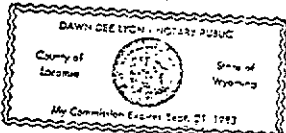
BY: Meade O. Davis  
Meade O. Davis

BY: Morris B. Perkins  
Morris B. Perkins

A C K N O W L E D G M E N T

The foregoing instrument was acknowledged before me this  
day of August, 1980, by George S. Andrews, Meade  
O. Davis and Morris B. Perkins.

Witness my hand and official seal.



Dawn Deelyon  
Notary Public

My Commission expires: Sept 21, 1983