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Buckles

12

RECORDED SEP 9 1965 AT 3:49 PM  
78535  
RECEPTION NO. LESTER E. GOFF, R. Clerk

BOOK 822

DECLARATION OF PROTECTIVE COVENANTS ON CERTAIN LANDS, HEREIN DESCRIBED, IN TOWNSHIP 14 NORTH - RANGE 66 WEST

THIS INSTRUMENT, made this 9<sup>th</sup> day of SEPTEMBER 1965, by and between the undersigned owners of land described herein, for their mutual benefit and protection, does hereby impose on said lands by unanimous consent the following protective covenants and restrictions on the use and occupancy thereof, such covenants to be considered and construed as inseparably connected with and to said property, and as covenants running with the lands herein described, binding upon the undersigned and their successors in interest, heirs, personal representatives, grantees and assigns.

The undersigned do hereby covenant that they, or any of them, will not at any time hereafter, convey or otherwise dispose of any land included in the property herein described, except upon and subject to such restrictions and conditions as are herein mentioned.

Said covenants thus imposed on the lands hereinafter described by the undersigned owners thereof are as follows:

A. No noxious or offensive trade or activity, including wrecking yards, shall be established on any of the lands herein described, nor shall anything be done thereon which may be, or become, an annoyance or nuisance in the judgment of the parties hereto, their heirs and successors.

B. No trailer, basement, tent, shack, garage, barn or other outbuildings shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No unsightly structures or those which may constitute a nuisance shall be erected or maintained. No trailer courts or tourist camps shall be allowed.

C. None of the lands described herein shall be used in any manner for storage, deposit or dumping of municipal, public or private waste materials, trash, garbage, refuse, junk, scrap iron, used cars, concrete, steel, wire, plaster, lumber, rock, dirt, debris, or any other property of like nature.

D. These covenants are to run with the land and shall be binding on all the parties hereto and all persons claiming under them, until January 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten years. They may be changed in whole or in part at any time by a vote of the majority of the then owners of the property. Any conveyance hereafter made shall be subject to the covenants herein set forth, whether set forth in the deed or omitted therefrom.

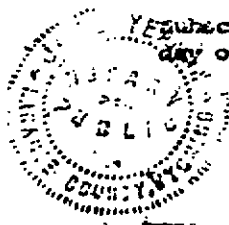
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby disavowed to the extent such restrictions violate 42 USC 3604(c).



E. If the parties hereto, or any of them, or their heirs, grantees, assigns or successors in interest, shall violate, or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the property herein described to prosecute any proceedings at law or in equity against those persons violating, or attempting to violate, any such covenant and either prevent him or them from so doing or to recover damages for such violation.

The lands in Township 14N - R. 66W, on which these covenants are hereby imposed, and the owners thereof, are as follows:

OWNER	DESCRIPTION IN T. 14N - R. 66W
<del>Arnold H. Wolsky</del>	<del>ALL SECS. 11-14 T14N R66W</del>
<del>Ann Kristina Wolsky</del>	<del>ALL SECS. 11-14 T14N R66W</del>
Blady Wolsky	ALL SECS. 1-12-13-14 T14N R66W.
	and Sec. 3, except the 1/2 1/2 1/2 in Twp. 14N, R. 66W



Subscribed and sworn to before me, a Notary Public, this 9th day of September, 1965.

Dave Yaman  
Notary Public

My Commission expires December 27, 1968



Buckles

THIS INDENTURE, made this \_\_\_\_\_ day of January, 1968, by and between the undersigned owners of land described herein, for their mutual benefit and protection, does hereby impose on said lands by unanimous consent the following protective covenants and restrictions on the use and occupancy thereof, such covenants to be considered and construed as inseparably connected with and to said property, and as covenants running with the lands herein described, binding upon the undersigned and their successors in interest, heirs, personal representatives, grantees and assigns.

THE UNDERSIGNED DO HEREBY COVENANT, that they, or any of them, will not at any time hereafter, convey or otherwise dispose of any land included in the property herein described, except upon and subject to such restrictions and conditions as are herein mentioned.

SAID COVENANTS THUS IMPOSED, on the lands hereinafter described by the undersigned owners thereof are as follows:

(a) No noxious or offensive trade or activity, including wrecking yards, shall be established on any of the lands herein described, nor shall anything be done thereon which may be, or become, an annoyance or nuisance in the judgment of the parties hereto, their heirs and successors.

(b) No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(c) No unsightly structure or those which may constitute a nuisance shall be erected or maintained and no trailer courts or tourist camps shall be constructed upon the property.

(d) None of the lands described herein shall be used in any manner for storage, deposit or dumping of municipal, public or private waste materials, trash, garbage, refuse, junk, scrap iron, used cars, concrete, steel, wire, plaster, lumber, rock, dirt, debris or any other property of like nature.

THESE COVENANTS, shall run with the land and shall be binding on all the parties hereto and all persons claiming under them, until January 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten years. The covenants may be changed in whole or in part at any time by a vote of the majority of the ten owners of the property. Any conveyance hereafter made shall be subject to the covenants herein set forth, whether set forth in the Deed or omitted therefrom.

IF THE PARTIES HERETO, or any of them, or their heirs, grantees, assigns or successors in interest, shall violate, or attempt to violate any of the conditions herein, it shall be lawful for any other person or persons owning any of the property herein described to prosecute any proceeding at law or in equity against those persons violating, or attempting to violate, any such covenant, and either prevent them from so doing or recover damages for such violation.

Restrictions indicating 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).



THE LANDS, upon which these covenants are imposed are described as follows:

Township 14N, Range 66W, Laramie County, Wyoming  
N 1/2 of Section 2  
All of Section 10  
All of Section 11

\_\_\_\_\_  
Kenneth K. Woolsey

\_\_\_\_\_  
Ans. Kristine Woolsey

STATE OF WYOMING )  
                          ) SS  
COUNTY OF LARAMIE )

17th The foregoing instrument was acknowledged before me this day of January, 1968. Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



456

RECEPTION NO. 452969

JOHN E. HUISMAN, Recorder

BOOK 875

Kenneth K. Woolsey and Ann Kristine Woolsey, husband and wife,

grantor. \$  
for and in consideration of One Dollar & Other Good & Valuable Consideration  
in hand paid, convey and warrant to Buckles Electric, Inc., a Wyoming Corporation,

grantee  
the following described real estate, situated in the County of Laramie State of Wyoming,  
to-wit: The E 1/2 of Section 10, Township 14 North Range 66 West,  
together with an easement 40 feet wide along the south boundary line of the W 1/2  
of Section 10, T 14 N, R 66 W, the title to the said W 1/2 of Section 10 remaining  
vested in the grantors subject only to said 40 foot easement for road and access  
purposes. The said E 1/2 of Section 10, T 14 N, R 66 W is subject to the following  
restrictions: 1. There are to be no unsightly buildings erected on the property.  
2. The property is not to be used for trailer courts, junk yards, storage of used  
vehicles, bars, or any purpose that would create a nuisance in the judgment of the  
grantors. 3. There shall not be maintained on said property any basement houses for  
living quarters. 4. The property is not to be subdivided without consent of the  
grantors herein or their successors in interest.

Handwritten initials and date: A.K. 8/27/68

And the said grantors hereby covenant with the said grantee that they are lawfully seized of said premises; that they are free from encumbrances, and they warrant the title thereto against the lawful claims of all persons whomsoever, except easements, covenants and restrictions of records and the above described restrictions which run with the land.



Hereby releasing and waiving my and all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated this, the 1st day of May, A. D. 1968

Signed, Sealed and Delivered in Presence of

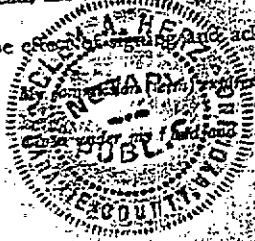
Kenneth K. Woolsey [SEAL]  
Ann Kristine Woolsey [SEAL]

[SEAL]

THE STATE OF WYOMING }  
COUNTY OF LARAMIE }

On this 4<sup>th</sup> day of May, 1966, before me personally appeared Kenneth K. Woolsey and Ann Kristina Woolsey, husband and wife,

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her rights and the effect of foregoing and acknowledging the said instrument.



Witness my hand and seal on the 2<sup>nd</sup> day of February, 1966, at the city of Cheyenne, Wyoming, this 2<sup>nd</sup> day of May, 1966.

*[Signature]*  
Notary Public



152969

WARRANTY DEED

*[Signature]*

TO

State of Wyoming }  
County of Laramie }

This instrument was filed for record at 3:55 o'clock P.M. on the 16<sup>th</sup> day of August, A.D. 1966, and duly recorded in Book 875

on Page 487  
*[Signature]*  
County Clerk and Ex-Officio Registrar of Deeds

By \_\_\_\_\_ Deputy  
Fees \$

Circle E Agency  
Box 124  
Cheyenne, Wyo.



RECORDED MAR 16 1984 2:15 P.M. CLOCK 9.24

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RECEIVED BY COUNTY CLERK & COUNTY RECORDS

PROTECTIVE COVENANTS

We the undersigned Charles E. Graves, Gladys Kissack, Melvin Herman, and H & S Company, a partnership, being holders of all of the right title and interest in and to the following described lands located in Laramie County, Wyoming to-wit:

Tracts 1-6, Rocking Star Estates, 1st filing, Laramie County, Wyoming and the S $\frac{1}{2}$  of Lot 5, Block 2, Buckles Subdivision, Laramie County, Wyoming.

I impose the following protective covenants on said lands to-wit:

1. No lots shall be developed on said premises nor shall the tracts be subdivided into tracts smaller than two-and-one-half gross acres including 1/2 of adjacent road right-of-way.
2. That no more than a single residence may be constructed on said lots and each lot shall contain no more than one well and septic tank and drain field to be utilized for domestic purposes. Shallow irrigation wells descending to a depth of less than 100 feet may be constructed in the discretion of each land owner.
3. Houses constructed on each lot in said subdivision shall be no less than 1,400 square feet living space and shall be permanently attached to the real estate. Mobile homes moved in with wheels and axles which are attached to the structure are expressly excluded.  
Prefabricated housing which is constructed on site for permanent installation thereon which meets the other requirements of these covenants is permitted.
4. That domestic animals may be maintained on said tracts but, in such event, said tracts shall be fenced or the animal shall be maintained in enclosed barns and corrals and shall be fed with hay and grain to supplement feed raised on the premises.
5. That no pigs, donkeys, mules, jackasses, goats, peacocks, guinea fowl, or other animals which would create obnoxious





noise or environmental blight to the area are permitted to be located on the covered lands.

6. No abandoned automobiles or other abandoned equipment or items of any kind shall be allowed to accumulate in the covered premises and each land owner shall be responsible for maintaining the owned premises in a clear appearance which will not adversely affect the environment of adjacent land owners.

7. That each land owner shall be entitled to drill a well and septic tank for purposes he deems necessary. All such wells and septic tanks shall be constructed in such manner as to not interfere with the well and septic tanks of adjacent land owners.

8. There is hereby created the Rocking Star Estates Homeowners Association which shall consist of the owners of each lot in the subdivision.

The purpose of the Association shall be to meet annually and to enforce the covenants contained herein and to maintain the quality of the environment in Rocking Star Estates and adjacent real estate developments and to further the interests of the homeowners in Rocking Star Estates.

A meeting may be called by any member of the Association and voting shall be based upon the democratic process with one vote being allocated to each lot in the subdivision.

The Homeowners Association may after duly called meeting, with proper notice, impose restrictions upon lot owners in the subdivision to enforce these protective covenants so long as said restrictions fall within the limitations imposed hereby.

These covenants may be enforced through an action brought in the District Court, First Judicial District, Laramie County, Wyoming.

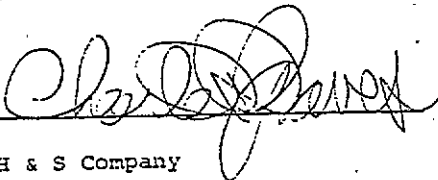
9. The Rocking Star Estates Homeowners Association may impose limitations on use of water within the subdivision where it appears in the time of drought or declining water tables

adversely affecting the wells in the subdivision and there is an insufficient recharge taking place to recharge said wells.

In such event, the Homeowners Association may impose watering restrictions upon other members of the subdivision. Said restrictions may be imposed solely by Rocking Star Estates or in conjunction with similar homeowners associations located in other subdivisions adjacent to Rocking Star Estates or with other governmental or private bodies seeking to establish such limitations. Enforcement shall be through the courts as provided herein.

10. These covenants run with the land and are binding upon the owners signatory hereto and their heirs, successors or assigns.

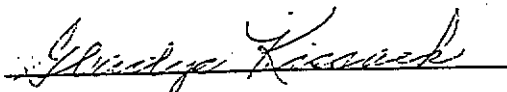
Charles E. Graves



H & S Company

By: Melvin Herman  
Melvin Herman, Partner

Gladys Kissack

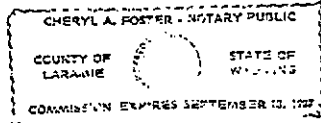


ACKNOWLEDGEMENT



STATE OF WYOMING )  
COUNTY OF LARAMIE ) S.S.

Subscribed and sworn to before me by Charles E. Graves this  
16th day of March, 1984.

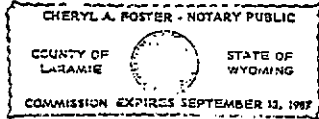


*Cheryl A. Foster*  
NOTARY PUBLIC

My commission expires:

STATE OF WYOMING )  
COUNTY OF LARAMIE ) S.S.

Subscribed and sworn to before me by Melvin Herman this  
16th day of March, 1984.

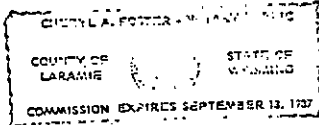


*Cheryl A. Foster*  
NOTARY PUBLIC

My commission expires:

STATE OF WYOMING )  
COUNTY OF LARAMIE ) S.S.

Subscribed and sworn to before my by Gladys Kissack this  
16th day of March, 1984.



*Cheryl A. Foster*  
NOTARY PUBLIC

My commission expires: