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PLUM STREET

12	11	10	9	8	7
172	172	172	172	172	172
1	2	3	4	5	6
101	101	101	101	101	101



FOURTH AVENUE

ENGINEER'S CERTIFICATE

The State of Wyoming,
County of Laramie 1955
I, W. H. [Signature], Engineer No. 1174, do hereby certify that this map was made from notes taken and a plan of the subdivision was prepared under my direction in June 1955 and that it accurately represents the survey made and shown on the ground by lot, block and subdivision of all block corners, and I am satisfied that the land embraced in the subdivision is all on Lots 1 & 2, Block 11, Orchard Valley 2nd Filing, Laramie County, Wyoming.

Engineer W. H. [Signature]

DEED REGION

Know all men by these presents, that Jay R. Shirley and Glennis E. Shirley owners in fee simple of and embraced in this Shirley Subdivision of Lots 1 & 2, Block 11, Orchard Valley 2nd Filing, Laramie County, Wyoming do hereby declare the subdivision of said land, as appears in the plat hereon, to be in accordance with their desires and do hereby declare to the use of the public forever all of the streets and alleys shown hereon.

Witness: Edna B. Bell
Jay R. Shirley
Glennis E. Shirley

ACKNOWLEDGEMENT

The State of Wyoming,
County of Laramie 1955
On this 13 day of June, 1955, before me a Notary Public in and for the State of Wyoming, personally appeared Jay R. Shirley and Glennis E. Shirley, to me known to be the persons described in the foregoing declaration and acknowledged said instrument to be their free and voluntary act 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.

My commission expires 8-2-55
Edna B. Bell
 Notary Public
 Residing at Clayton, Wyo

714697



The State of Wyoming,
County of Laramie 1955
This instrument was filed for record on this 13 day of June, 1955, at 10:55 A.M. by the Notary Public, Edna B. Bell, No. 1174.
Edna B. Bell
 County Clerk & Ex-Officio Register of Deeds
 City of Clayton, Wyoming

SHIRLEY SUBDIVISION OF
 LOT 1 & 2, BLOCK 11, ORCHARD VALLEY, 2ND FILING
 LARAMIE COUNTY, WYOMING
 Scale 1"=100'
 June 1955



S



RECORDED APR 2 1976 12:12 O'CLOCK P.M.
RECEIVED
RECORDING No. JANET C. WHITEHEAD, Recorder

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

DECLARATION OF PROTECTIVE COVENANTS
FOR
A RESUBDIVISION OF LOT 1 BLOCK 10 (TRACT "A" & "B")
ALSO
COVENANTS SHALL BE INCLUDED WITH THE PRESENT FILING
OF
LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, & 12
IN
SHIRLEY SUBDIVISION LOTS 1 & 2 BLOCK 11, ORCHARD VALLEY
SECOND FILING, LARAMIE COUNTY WYOMING

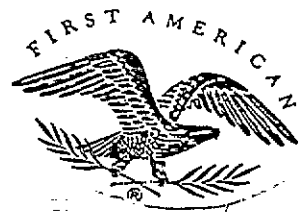
KNOW ALL MEN BY THESE PRESENTS:

I. Preamble and General Provisions.

- A. That the undersigned, being owners of all lands in the above-listed Subdivision and being subdividers of lots hereinafter described in the above-listed title, Laramie County, Wyoming, do hereby make this declaration of protective covenants applicable to all of said described property.
- B. The restrictions and covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning lots in the above-listed Subdivision or claiming under them for a period of ten years from the recording date of these restrictions and covenants, after which time said restrictions and covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to amend said covenants in whole or part.
- C. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages.

BOOK 1060

344



D. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

E. The Committee shall consist of the existing owners at any time action or ruling is requested by any owner in the above Subdivision.

II. Architectural Control

A. Each structure for a residence shall be at least 1100 square feet, constructed and positioned as required by the local codes covering this area.

B. Procedure. The existing owners' Committee 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 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.

C. Approval of Plans and Improvements. For the purpose of further insuring the development of the lots so platted as an area of high standards, the Committee reserves the power to control the buildings, structures, fences and other improvements placed on each lot, as well as to make such exceptions to these Restrictions and Protective Covenants as it shall deem necessary and proper.

III. Restrictions and Protective Covenants.

A. No business of any kind shall be initiated within the above-listed properties. No mobile or modular residences will be permitted.

BOOK 1060

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- 3 -

B. Land Use. No activity of an illegal or nuisance nature shall be permitted upon these premises at any time. No more than three structures of any kind shall be erected or permitted to remain on any of the lots, and such structures must maintain a semblance of compatibility with one another.

C. Structural Standards. All structures shall be constructed of code-approved sound materials in a workmanlike manner. No structure of any kind that has been used in another location shall be moved onto any of the above-listed plots.

D. Signs. No sign of any kind shall be displayed to the public view on any lot except 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 construction and sales period.

E. Livestock, Poultry and Pets. No livestock or poultry or offensive animals of any kind will be permitted. Pets (on a permanent basis) such as dogs and cats are permitted, but are limited to two of a kind on a permanent basis. Animals permitted must have required shots.

F. Vehicles. No vehicle other than those with current license plates attached shall be stored openly on any property.

G. Garbage and Refuse Disposal. Trash, garbage, and/or other waste shall be kept in concealed sanitary containers, prior to removal to a properly designated area for the disposal thereof. In the event that any owner of any lot described herein shall fail or refuse to keep such premises free of trash, refuse, garbage or other nuisance materials, then the Committee may enter upon such lands and remove the same at the expense of the owner and such



entry shall not be deemed a trespass and in the event of such a removal, a lien shall arise and be created in favor of the governing group and against such lot and in the full amount chargeable to such lot and such amount shall be due and payable within thirty (30) days after the owner is billed therefor.

H. Where necessary for proper drainage, culverts (Min. 12" diameter or larger) must be placed at all points where egress or ingress is established for lots. All drainage ditches and culverts must remain open at all times to carry out the continuity of proper drainage throughout the above-listed area.

Dated this 2 day of April, 1976.

By Richard P. Furnish & Barbara J. Furnish
Richard P. Furnish & Barbara J. Furnish
This is the Owners of Record



Henry D. Perry
Witness

Benny Lee Spore
Witness

State of Wyoming)
County of Laramie)

Subscribed and sworn to before me this 2nd day of April, 1976.

Elsie Carr Notary Public.

My commission expires Nov 5, 1978.

BOOK 1060

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RECORDED MAY 12 1976 455 O'CLOCK P.M.
3381
Reception No. JANET G. WHITEHEAD, Recorder

AMENDMENT

This Amendment is to be added to the covenants previously recorded on April 2, 1976, Laramie County Recorder's Office, in Book 1060, Pages 344 through 347, under assigned number 391562. This amendment is a part of the covenants listed for the Resubdivision of Lot 1, Block 10 (Tract "A" & "B") and Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12 in Shirley Subdivision, Lots 1 & 2, Block 11, Orchard Valley Second Filing, Laramie County Wyoming.

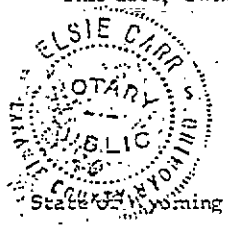
All of the above-listed area is hereby declared to comprise Zone "R3" and shall consist of not more than one self-contained housekeeping unit each, which are hereby defined as dwellings in which one group of persons may reside and cook together on the premises, but shall not include a group of more than three individuals not related by blood, and which shall be designed for and used as one living and cooking facility.

Dated this 11 day of May, 1976.

By: Richard P. Furnish & Barbara J. Furnish
Richard P. Furnish & Barbara J. Furnish
This date, owners of Record

Merian D. Reed
Witness

Mary Lou Licks
Witness



County of Laramie)

Subscribed and sworn to before me this 11th day of May, 1976.

Elsie Carr Notary Public.

My commission expires Nov. 5 1978

BOOK 1064

488

Revised
S

2

069900

RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

'90 MAY 3 PM 3 43



DECLARATION OF PROTECTIVE COVENANTS FOR
SHIRLEY SUBDIVISION, LOT 1 & 2 OF BLOCK 11, ORCHARD
VALLEY, SECOND ADDITION, LARAMIE COUNTY, WYOMING

KNOW ALL MEN BY THESE PRESENTS:

1. Preamble and General Provisions.

A. That the undersigned, being owners of all lands in the above-listed subdivision and being subdividers of lots hereinafter described in the above-listed title, Laramie County, Wyoming, do hereby make this declaration of protective covenants applicable to all of said described property.

B. The restrictions and covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning lots in the above-listed subdivision or claiming under them for a period of ten years from the recording date of these restrictions and covenants, after which time said restrictions and covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to amend said covenants in whole or part.

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

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



E. There is hereby established an Owners' Committee which shall consist of existing owners at any time action or ruling is requested by any owner in the above subdivision.

2. Architectural Control.

A. Each structure for a residence shall be at least 1100 square feet, constructed and positioned as required by the local codes covering this area.

B. Procedure. The existing Owners' Committee approval or disapproval as required in these covenants shall be in writing. In the event the Owners' Committee, or its designated representative, fails to approve or disapprove within thirty 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.

C. Approval of Plans and Improvements. For the purpose of further insuring the development of the lots so platted as an area of high standards, the Owners' Committee reserves the power to control the buildings, structures, fences and other improvements placed on each lot, as well as to make such exceptions to these Restrictions and Protective Covenants as it shall deem necessary and proper.

3. Restrictions and Protective Covenants.

A. No business of any kind shall be initiated within the above-listed properties. No mobile or modular residences will be permitted.

B. All of the above-listed area is hereby declared to comprise Zone "R3" and shall consist of not more than one self-



contained housekeeping unit each, which are hereby defined as dwellings in which one group of persons may reside and cook together on the premises, but shall not include a group of more than three individuals not related by blood, and which shall be designed for and used as one living and cooking facility.

C. Land Use. No activity of an illegal or nuisance nature shall be permitted upon these premises at any time. No more than three structures of any kind shall be erected or permitted to remain on any of the lots, and such structures must maintain a semblance of compatibility with one another.

D. Structural Standards. All structures shall be constructed of code-approved sound materials in a workmanlike manner. No structure of any kind that has been used in another location shall be moved onto any of the above-listed plots.

E. Signs. No sign of any kind shall be displayed to the public view on any lot except 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 construction and sales period.

F. Livestock, Poultry and Pets. No livestock or poultry or offensive animals of any kind will be permitted. Pets (on a permanent basis) such as dogs and cats are permitted, but are limited to two of a kind on a permanent basis. Animals permitted must have required shots.

G. Vehicles. No vehicle other than those with current license plates attached shall be stored openly on any property.

H. Garbage and Refuse Disposal. Trash, garbage and/or other waste shall be kept in concealed sanitary containers, prior to removal to a properly designated area for the disposal thereof. In the event that any owner of any lot described



herein shall fail or refuse to keep such premises free of trash, refuse, garbage or other nuisance materials, then the Owners' Committee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed as trespass and in the event of such a removal, a lien shall arise and be created in favor of the governing group and against such lot and in the full amount chargeable to such lot and such amount shall be due and payable within thirty (30) days after the owner is billed therefor.

I. Where necessary for proper drainage, culverts (Min. 12" diameter or larger) must be placed at all points where egress or ingress is established for lots. All drainage ditches and culverts must remain open at all times to carry out the continuity of property drainage throughout the above-listed area.

THE UNDERSIGNED, being the present owners of the lands described as:

Shirley Subdivision, Lots 1 and 2 of Block 11, Orchard Valley, Second Addition, Laramie County, Wyoming.

do hereby ratify, adopt and confirm these protective covenants.

DATED this 16th day of August, 1989.

Joan F. Wilkinson
Owner, East 1/2 of Lot 1

Kyle A. Skrettingland
Owner, West 1/2 of Lot 1

Freda M. Skrettingland
Owner, West 1/2 of Lot 1

John J. Pietersma
Owner, Lot 2

Ruby J. Pietersma
Owner, Lot 2



Donald A. Mason

Donald A. Mason
Owner, Lot 3

Fanny P. Mason

Fanny P. Mason
Owner, Lot 3

Joseph Silva

Joseph Silva
Owner, Lot 4

Greta K. Silva

Greta K. Silva
Owner, Lot 4

John W. Eckhardt

John W. Eckhardt
Owner, Lot 5

Loralie S. Eckhardt

Loralie S. Eckhardt
Owner, Lot 5

Gerald Duane Metzler

Gerald Duane Metzler
Owner, Lot 6

Alma Jean Metzler

Alma Jean Metzler
Owner, Lot 6

Richard P. Furnish

Richard P. Furnish
Owner, Lot 7

Barbara J. Furnish

Barbara J. Furnish
Owner, Lot 7

Kevin L. Cherry

Kevin L. Cherry
Owner, Lots 8 and 9

Lorna J. Cherry

Lorna J. Cherry
Owner, Lots 8 and 9

Robert J. Fontaine

Robert J. Fontaine
Owner, Lot 10

Beverly J. Fontaine

Beverly J. Fontaine
Owner, Lot 10

George W. Bailey

George W. Bailey
Owner, Lot 11

E. LeVohn Bailey

E. LeVohn Bailey
Owner, Lot 11

David Martinez

David Martinez
Owner, Lot 12

Dee A. Martinez

Dee A. Martinez
Owner, Lot 12



STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

Subscribed and sworn to before me by Joan E. Wilkinson, Kyle A. Skrettingland, Freda Skrettingland, John J. Pietersma, Ruby Pietersma, Donald A. Mason, Fannie P. Mason, Joseph Silva, Greta K. Silva, John W. Eckhardt, Loralie S. Eckhardt, Gerald D. Metzler, Alma Jean Metzler, Richard P. Furnish, Barbara J. Furnish, Kevin L. Cherry, Lorna J. Cherry, Robert J. Fontaine, Beverly Fontaine, George W. Bailey, E. Levohn Bailey, David Martinez and Dee A. Martinez this 2 day of FEB, 1990.

Witness my hand and official seal.

Wanda E. Wilkinson
Notary Public

My commission expires:

<i>Kyle A. Skrettingland</i>	<i>Joseph Silva</i>
<i>Freda M. Skrettingland</i>	<i>Greta K. Silva</i>
<i>Joan E. Wilkinson</i>	
<i>Richard P. Furnish</i>	
<i>Barbara J. Furnish</i>	
<i>Kevin L. Cherry</i>	
<i>Lorna J. Cherry</i>	
<i>John W. Eckhardt</i>	
<i>Ruby Pietersma</i>	
<i>Alma Jean Metzler</i>	
<i>Gerald D. Metzler</i>	
<i>George W. Bailey</i>	
<i>E. Levohn Bailey</i>	
<i>David Martinez</i>	
<i>Dee A. Martinez</i>	
<i>Donald A. Mason</i>	
<i>Fannie P. Mason</i>	