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LARAMIE COUNTY  
CHEYENNE, WY.

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DECLARATION OF PROTECTIVE COVENANTS

FOR

SHUMWAY SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being owners of all the land in Shumway Subdivision, a subdivision of approximately 69 acres in the southeast quarter of Section 13, Township 14 North, Range 64 West, 6th P.M., Laramie County, Wyoming, do hereby make the following declarations as to limitations and restrictions or uses to which the tracts may be put, hereby specifying that said declarations shall constitute covenants to run with the land; and shall accrue to and become binding upon all future owners of said tracts for the purpose of protecting the attractiveness, environmental quality, and value of the land.

1. These covenants shall pertain to Tracts 1 through 7 in Shumway Subdivision, which shall be known and described as residential tracts and shall be used and occupied as ranchettes, and that the owners will have full enjoyment of these ranchettes, subject however, to the covenants contained herein.

2. No Tract will be allowed to be subdivided into smaller tracts.

3. The Tract shall be limited to one single family residence together with a private garage, attached or separate, and a barn or suitable shed for horses. The residence shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage of 1000 square feet; except that where the said residence is a 2 story dwelling, the ground floor may be reduced to 800 square feet providing that the total living area shall not be less than 1200 square feet. The dwelling may have a basement, but it shall not be included in the living area requirements. All residences shall be constructed according to FHA approved building requirements in force on the date of construction; it being the intent and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials that can equal or exceed any dwelling which can be produced at the time of construction.

No dwelling exceeding two stories shall be allowed.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, ancestry or national origin are hereby declared to the extent such restrictions violate 42 U.S.C. 3604(c).



4. No structure of a temporary nature, including trailer, basement, tent, shack, barracks, garage, barn, or other outbuilding shall be used as a family dwelling either temporarily or permanently. However, this covenant shall not restrict the builder or developer from maintaining a temporary office, tool shed, or materials storage building on the site during the construction period. Any temporary building shall be removed at the completion of the construction or on sale of the property.

5. No building shall be located nearer than 60 feet to the front lot line and no nearer than 20 feet to any other side lot line.

6. Sewage shall be disposed of only by and through a septic system of the proper dimensions and capacity and of a type approved by the County Health Department. Location of the septic tank and drain field will be governed by County Health Department regulations in regard to lot lines, existing wells, buildings, discharge, etc. No building construction will be permitted until the sewage disposal permit has been obtained from the County Health Department. No outside toilets shall be permitted on any tract and all toilet facilities must be a part of the residence and shall be of the modern flush type and connected to a proper septic tank system.

7. No tract shall be used to establish a commercial business nor shall an activity of a noxious nature be conducted that may become a nuisance or annoyance to the adjacent tracts. No tract shall be used or maintained as a dumping ground for rubbish or junk, such as junk cars, appliances, machinery, etc. Trash, garbage or other waste material shall be kept in sanitary containers and disposed of in approved locations. Burning trash or garbage shall not be permitted.

8. Easements shown along the front of each tract are reserved for public utilities to establish their lines, poles, etc., either overhead or underground, with the right of ingress and egress at any time for the purpose of further construction or repair. The utility will be required to restore the ground to its natural condition after the construction is complete. Any easement required by the utility company to connect any building(s) on the tract will be provided by the owner if required.

9. No signs of any kind shall be displayed to public view on any tract except for one sign on each tract to advertise the land or the dwelling for sale or rent, and shall be removed after the transaction is complete.



10. 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; and not more than fifteen (15) poultry of any kind may be kept on any one tract; 4-h projects are permitted but may not be more than one (1) calf or one (1) lamb. Swine and guineas are not permitted. All poultry shall be kept penned at all times.

11. No refining, quarrying, mining operations, or drilling of any kind shall be permitted upon or in any tract, nor shall tanks, tunnels, shafts or other excavations be permitted.

12. The owner of each tract will be responsible for constructing and maintaining their own approach road, including installing an adequate culvert at the County Road to allow drainage to flow along the County Road. Only one approach road will be allowed for each tract and should not be closer than 20 feet to the lot line; except if two adjacent land owners desire to build a common approach and then it can be centered on the lot line. Construction, maintenance and repair will be the equal responsibility of the two land owners. If the approach is centered, the common tract corner shall be protected against damage or removal.

13. The common fences between tracts may be set on the tract line. However, no post shall be set closer than two (2) feet to any tract corner to prevent damage or removal of the corner. The fence may be closed by a 45 degree angle at each corner.

14. Enforcement of these covenants shall be by any proceeding at law or in equity against any person(s) violating or attempting to violate the aforesaid provisions, restrictions, and covenants, either to restrain violations or to recover damages, or both.

15. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of 25 years, except that the covenants can be changed or amended by the seven owners, in whole or in part, by a signed and duly recorded agreement of change.



16. Invalidation of any one of these provisions by judgement or court order shall in no way affect any of the other provisions, and they shall remain in full force and effect.

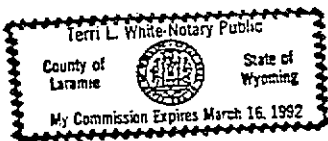
Executed this 23<sup>rd</sup> day of February, 1989.

by H. Smith Shumway Sarah B Shumway  
H. SMITH SHUMWAY SARAH B. SHUMWAY

STATE OF WYOMING  
COUNTY OF WYOMING

On this 23 day of FEBRUARY, 1989, before me appeared the above named persons, who affirm they are the owners of the land in Shumway Subdivision, and that foregoing covenants are executed as their own free act and deed, and in accordance with their desires.

Terri L White 622 E 21<sup>st</sup> Cheyenne March 16, 1992  
NOTARY PUBLIC RESIDING AT MY COMMISSION EXPIRES



By order of the Laramie County Commissioners, no tract in Shumway Subdivision will be allowed to have any livestock until one year after the ground has been seeded, to allow the grass to mature.



COPY TO ASSESSOR

*BR*

RECEIVED  
LARAMIE COUNTY CLERK  
CHEYENNE, WY

1994 SEP 28 PM 3: 26

DECLARATION OF PROTECTIVE COVENANTS

151222

FOR

SHUMWAY SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

THESE COVENANTS ARE INTENDED TO VOID AND SUPERCEDE THE COVENANTS FILED IN BOOK 1274 ON PAGES 1362 THROUGH 1385 AND TO BECOME EFFECTIVE SEPTEMBER 24, 1994.

The undersigned, being the owner of all the land in Shumway Subdivision, a subdivision of approximately 69 acres in the southeast quarter of Section 13, Township 14 North, Range 64 West, 6th P.M., Laramie County, Wyoming do hereby make the following declarations as to limitations and restrictions or uses to which the tracts may be put, hereby specifying that said declarations shall constitute covenants to run with the land; and shall accrue to and become binding upon all future owners of said tracts for the purpose of protecting the attractiveness, environmental quality, and value of the land.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, ancestry or national origin are hereby stated to the extent such restrictions violate 42 U.S.C. 3604(c).

1. These covenants shall pertain to Tracts 1 through 7 in Shumway Subdivision, which shall be known and described as residential tracts and shall be used and occupied as ranchettes, and that the owners will have full enjoyment of these ranchettes, subject however, to the covenants contained herein.
2. No tract will be allowed to be subdivided into smaller tracts.
3. The Tract shall be limited to one single family residence together with a private garage, attached or separate, and a barn or suitable shed for horses. The residence shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage of 1000 square feet; except that where the said residence is a 2 story dwelling, the ground floor may be reduced to 800 square feet providing that the total living area shall not be less than 1200 square feet. The dwelling may have a basement, but it shall not be included in the living area requirements. All residences shall be constructed according to FHA approved building requirements



8

in force on the date of construction; it being the intent and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials that can equal or exceed and dwelling which can be produced at the time of construction. Nothing shall restrict a modular dwelling from being used as long as it meets the area requirements and is set on a concrete foundation. No dwelling exceeding two stories shall be allowed.

4. No structure of a temporary nature, including trailers, basement, tent, shack, barracks, garage, barn, or other outbuilding shall be used as a family dwelling either temporarily or permanently. However, this covenant shall not restrict the builder or developer from maintaining a temporary office, tool shed, or materials storage building on the site during the construction period. Any temporary building shall be removed at the completion of the construction or on sale of the property.

5. No building shall be located nearer than 60 feet to the front lot line and no nearer than 20 feet to any other side lot line.

6. Sewage shall be disposed of only by and through a septic system of the proper dimensions and capacity and of a type approved by the County Health Department. Location of the septic tank and drain field will be governed by County Health Department regulations in regard to lot lines, existing wells, building, discharge, etc. No building construction will be permitted until the sewage disposal permit has been obtained from the County Health Department. No outside toilets shall be permitted on any tract and all toilet facilities must be a part of the residence and shall be of the modern flush type and connected to a proper septic tank system.

7. No tract shall be used to establish a commercial business nor shall an activity of a noxious nature be conducted that may become a nuisance or annoyance to the adjacent tracts. No tract shall be used or maintained as a dumping ground for rubbish or junk, such as junk cars, appliances, machinery, etc. Trash, garbage or other waste material shall be kept in sanitary containers and disposed of in approved locations. Burning trash or garbage shall not be permitted.

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utility company to connect and building(s) on the tract will be provided by the owner, if required.

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13. The common fences between tracts may be set on the tract line. However, no post shall be set closer than two (2) feet to any tract corner. The fence may be closed by a 45 degree angle at each corner.

14. Enforcement of these covenants shall be by any proceeding at law or in equity against any person(s) violating or attempting to violate the aforesaid provisions, restrictions, and covenants, either to restrain violations to recover damages, or both.

15. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of 25 years, except that the covenants can be changed or amended by the seven owners, in whole or in part, by a signed and duly recorded agreement of change.



16. Invalidation of any one of these provisions by judgement or court order shall in no way affect any of the other provisions, and they shall remain in full force and effect.

executed this 28<sup>th</sup> day of SEPTEMBER

by *H. Smith Shumway*  
H. Smith Shumway

STATE OF WYOMING  
COUNTY OF LARAMIE

On this 28<sup>th</sup> day of September, 1994, before me appeared the above named person, who affirms he is the owner of the land in Shumway Subdivision, and that the foregoing covenants are executed as his own free act and deed, and in accordance with his desires.

*Gina Burke* Laramie County 10-19-90  
NOTARY PUBLIC RESIDING AT MY COMMISSION EXPIRES

