

**ADMINISTRATIVE APPEAL HEARING  
ON AN APPROVED SITE PLAN FOR  
LUNAR VIEW ESTATES, LOT 4, BLOCK 4**

**Pursuant To Laramie County  
Land Use Regulations, Section 1-2-102**

**DOCKET NUMBER: P-21-003**

**JANUARY 4. 2022**

Exhibit 1

**ADMINISTRATIVE APPEAL HEARING  
ON AN APPROVED SITE PLAN FOR  
LUNAR VIEW ESTATES, LOT 4, BLOCK 4**

**Pursuant To Laramie County  
Land Use Regulations, Section 1-2-102**

**DOCKET NUMBER: P-21-003**

**JANUARY 4. 2022**



## LARAMIE COUNTY CLERK

Debra K. Lee

December 21, 2021

Bruce S. Asay  
1820 Tranquility Rd  
Cheyenne, WY 82009

NOTICE OF HEARING ON AN ADMINISTRATIVE APPEAL OF AN APPROVED SITE PLAN FOR LUNAR VIEW ESTATES, LOT 4, BLOCK 4, PURSUANT TO LARAMIE COUNTY LAND USE REGULATIONS, SECTION 1-2-102

Docket Number: P-21-003

Dear Mr. Asay:

The hearing on your administrative appeal has been scheduled before the Laramie County Board of Commissioners on **Tuesday, January 4, 2022, at 3:30 PM** in Room 300 on the third floor of the Historic Courthouse, 310 West 19<sup>th</sup> St., Cheyenne.

Below are the requirements for your hearing:

1. You must appear in person or be represented by an attorney or agent. If you need to appear virtually, notify the Laramie County Clerk, no later than the day before the hearing by 5:00 p.m.
2. **At the time of your hearing, provide seven (7) copies of the evidence and documents to be considered.** The copies will be given to the Board Members, the County Attorney and the County Clerk. Evidence and documents provided to the County Clerk become part of the official record of the hearing.

Should you choose not to appear before the Laramie County Board of Commissioners, please sign the statement at the bottom of this letter and return this correspondence to the Laramie County Clerk.

Sincerely,

Debra K. Lee  
Laramie County Clerk

c: Laramie County Planning and Development

**I WISH TO WITHDRAW MY ADMINISTRATIVE APPEAL. I WILL NOT BE APPEARING BEFORE THE COUNTY BOARD OF COMMISSIONERS AS SCHEDULED.**

\_\_\_\_\_  
Signature of Property Owner or Agent







# **LUNAR VIEW ESTATE MAP**









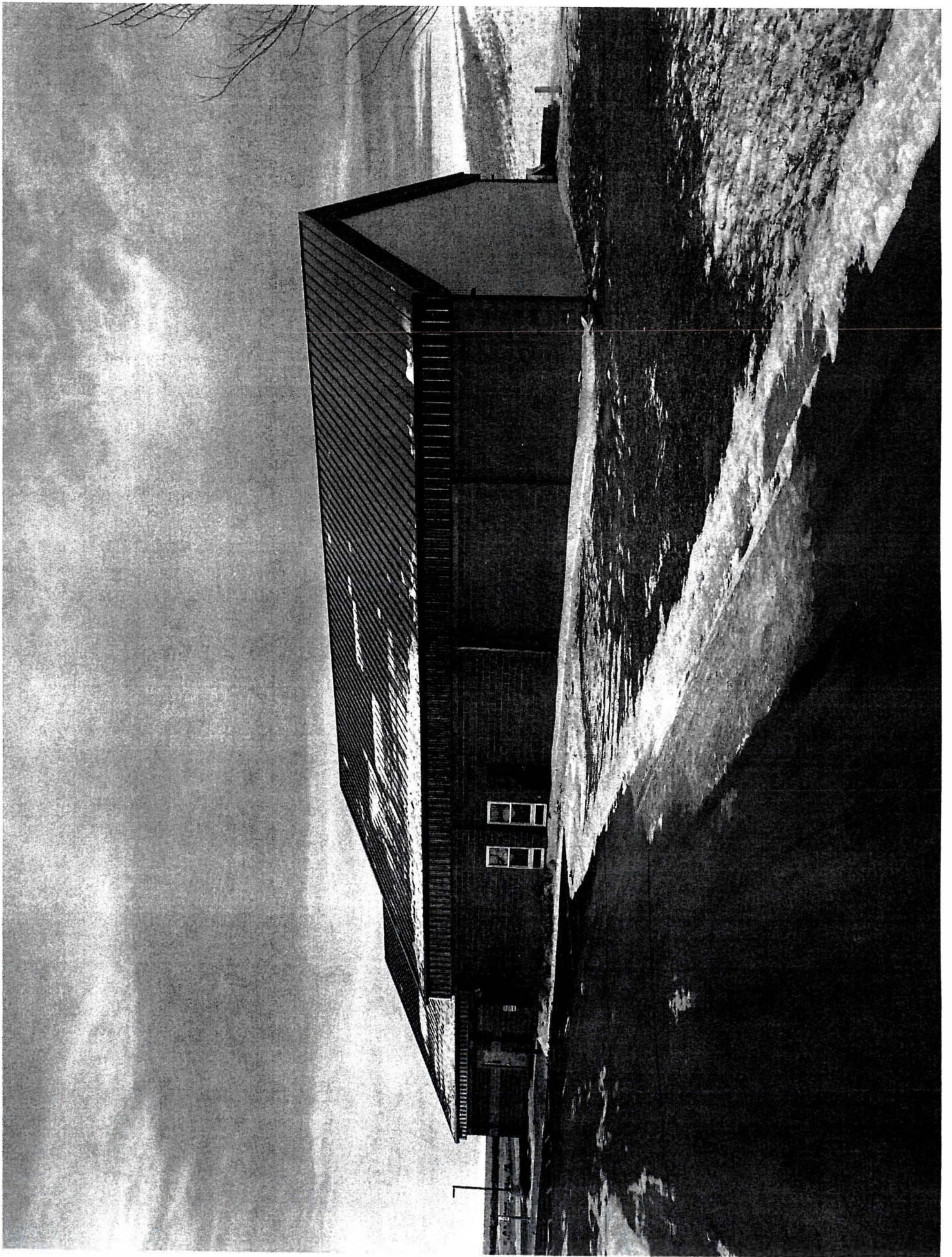
# **BUSINESSES THAT IMPACT NEIGHBORHOOD**



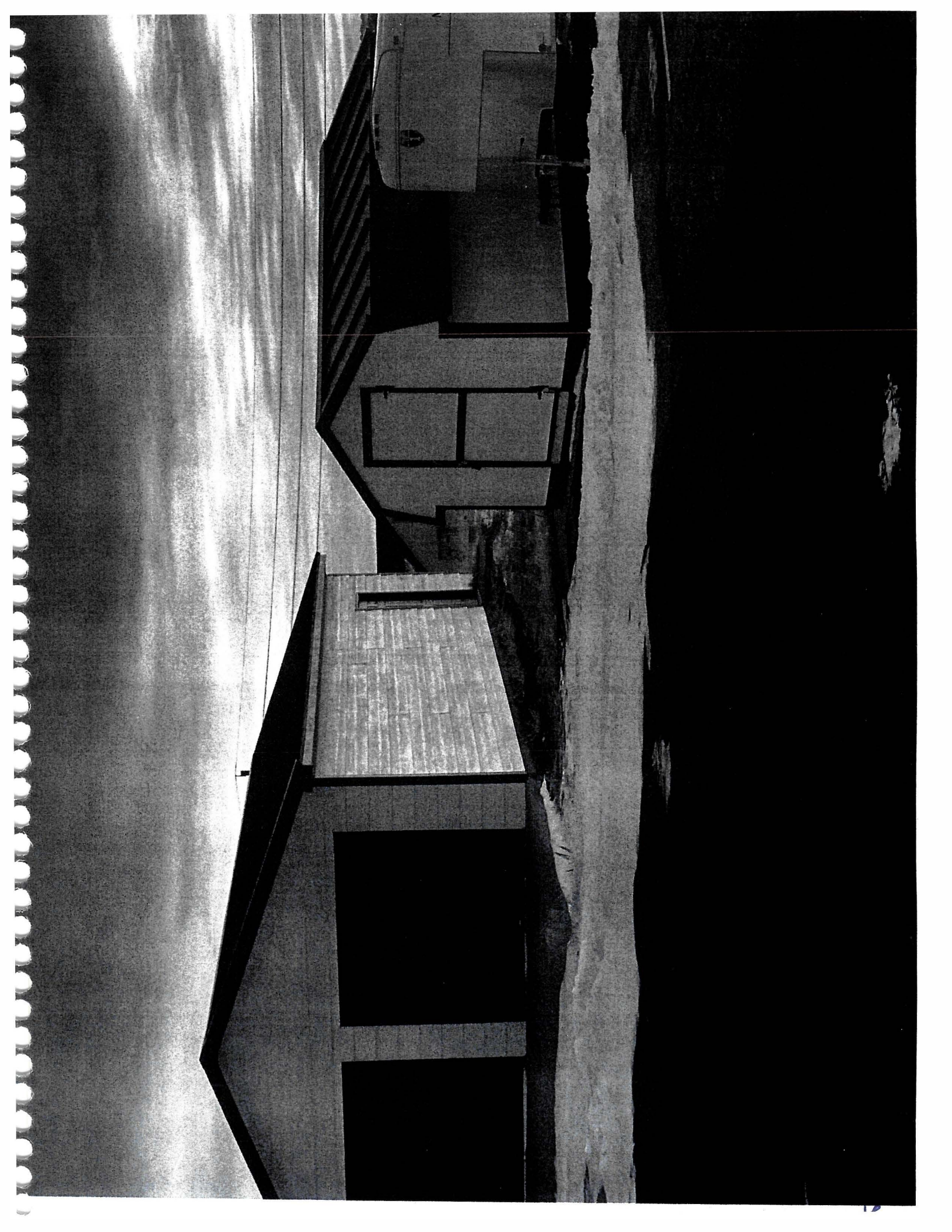
# **NORTH CHRISTIAN CHURCH**

**2015 Tranquility Rd  
Cheyenne, WY 82009**





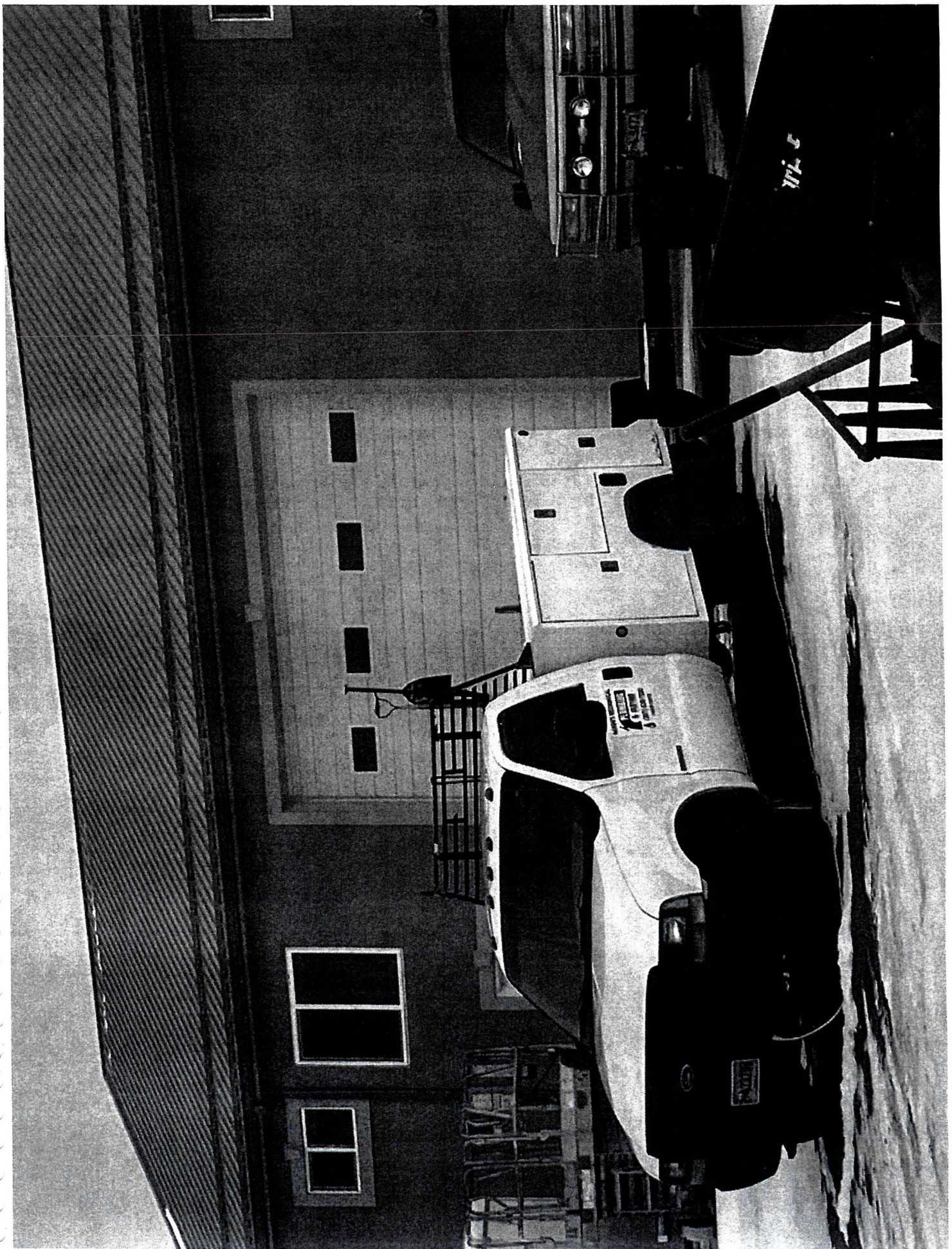




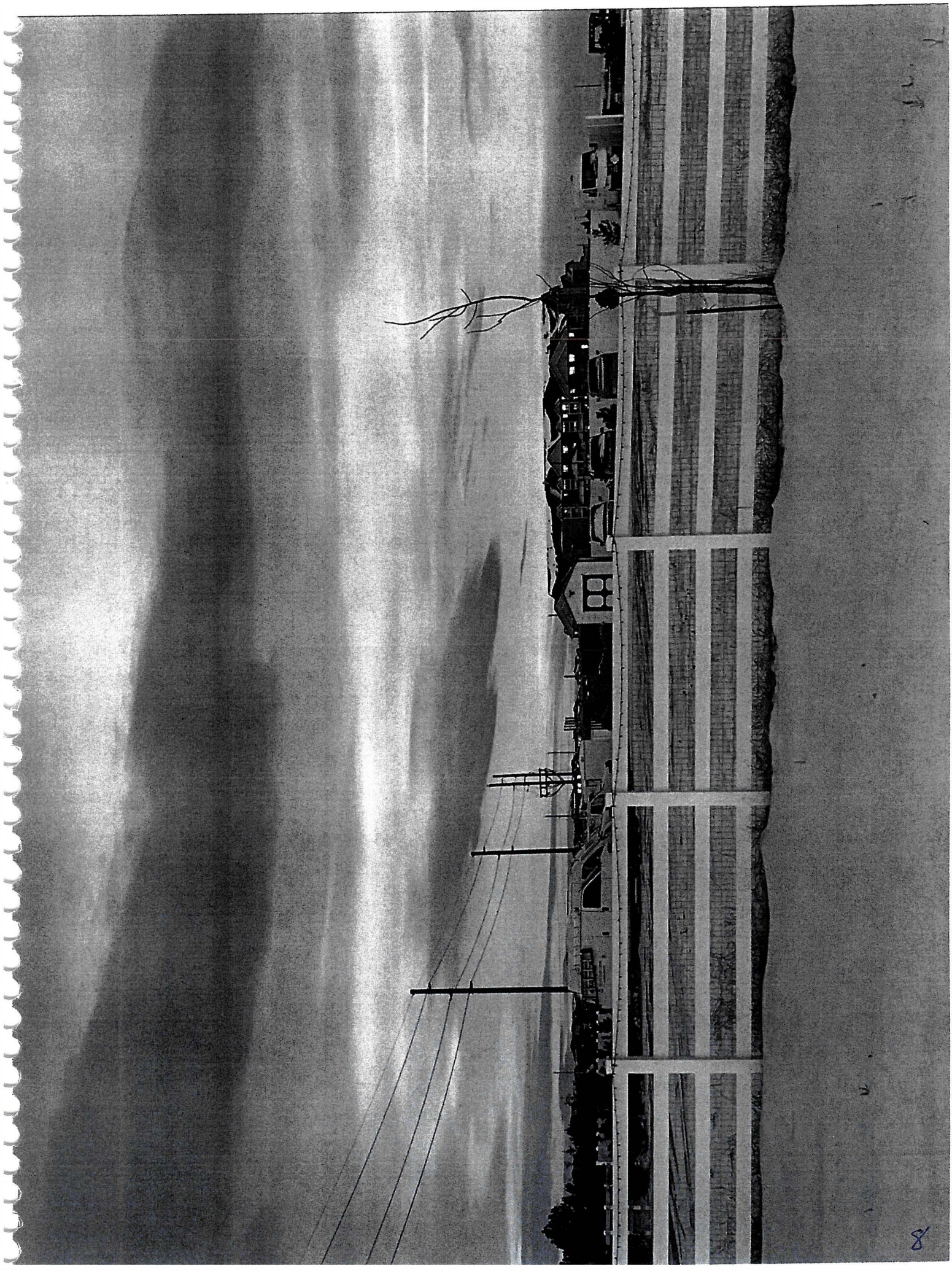
**AARON'S  
MECHANICAL**

**7520 Space Drive  
Cheyenne, WY 82009**

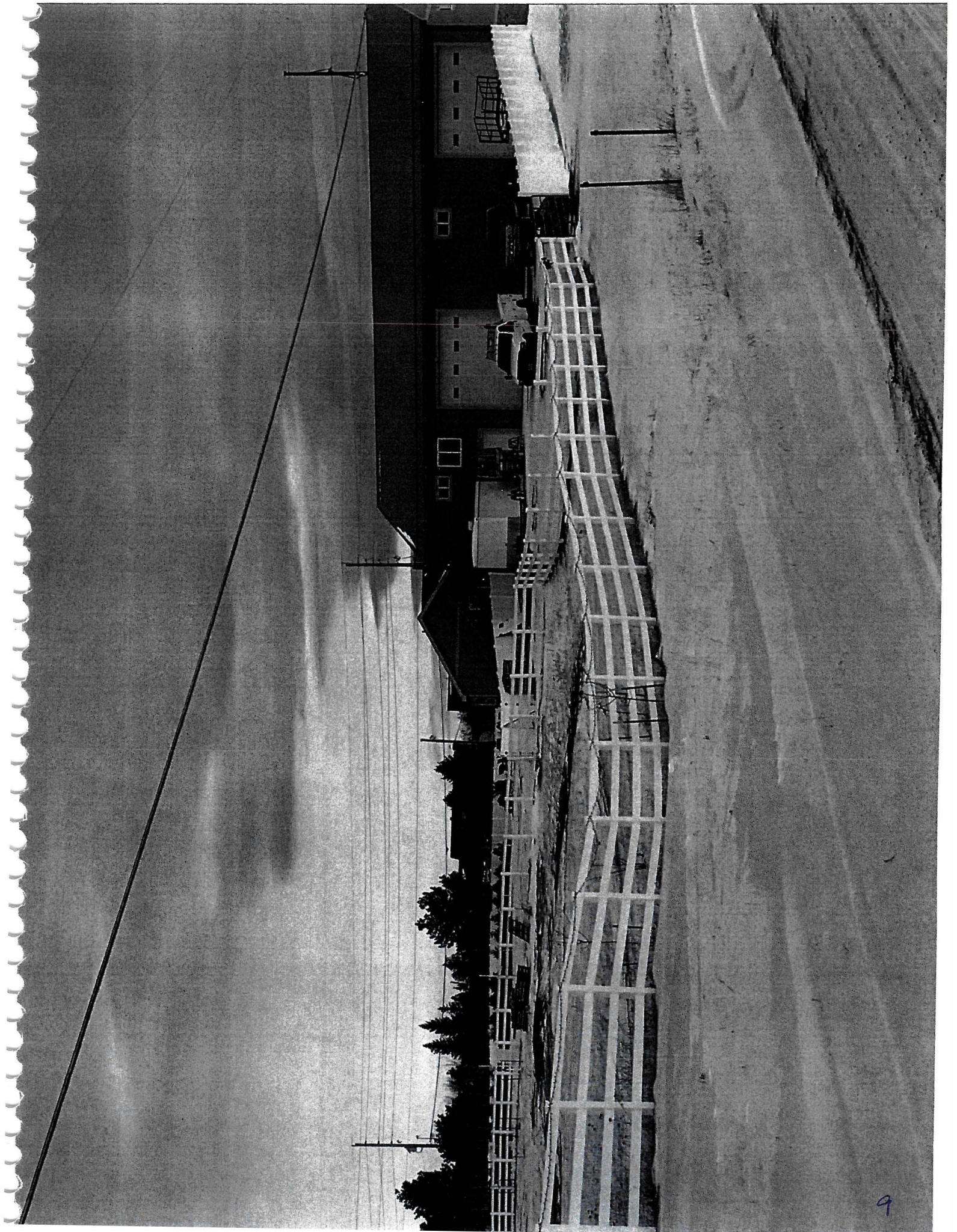














**BIG BIRD  
LANDSCAPING**

**7221 Space Drive  
Cheyenne, WY 82009**









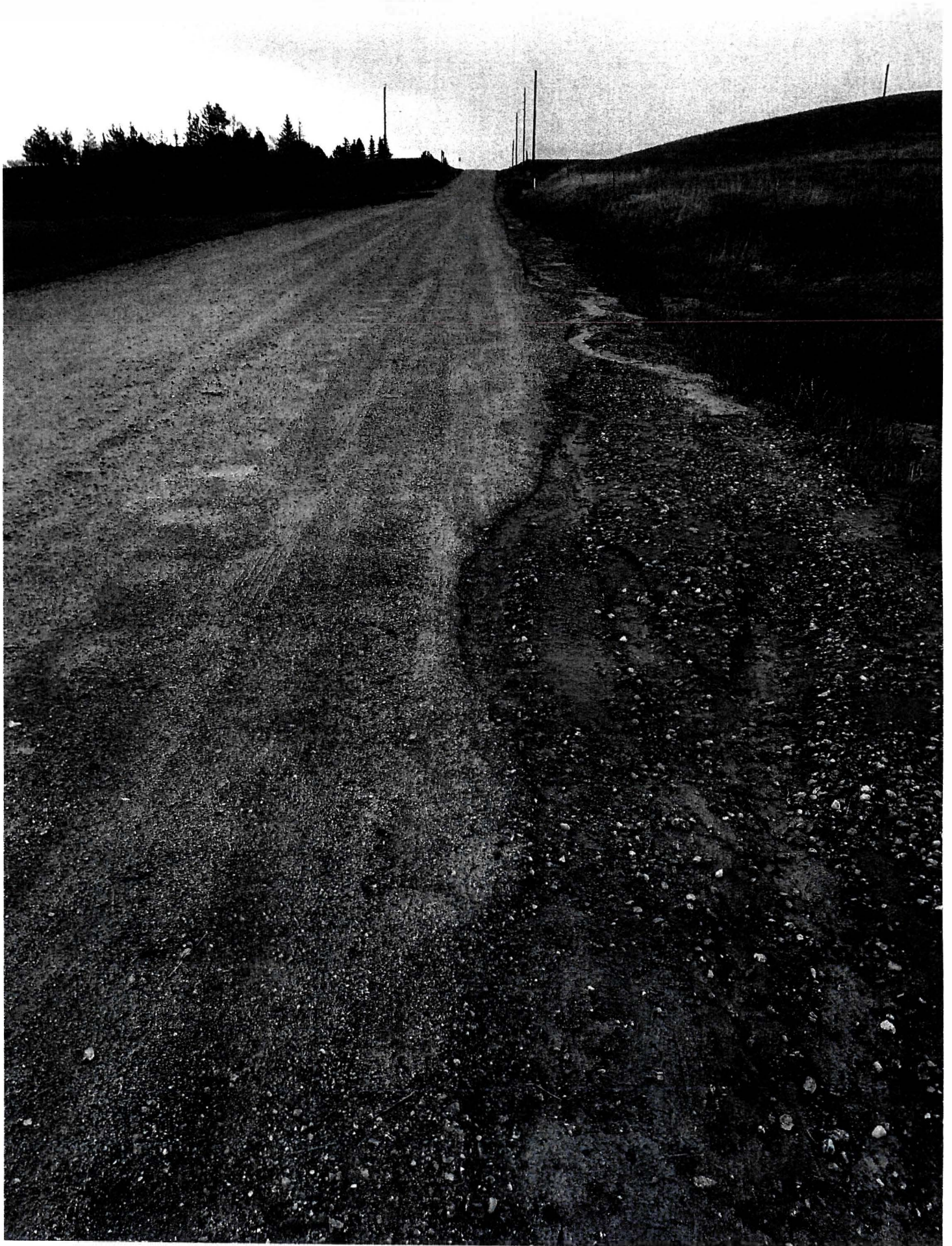






# ROAD CONDITIONS

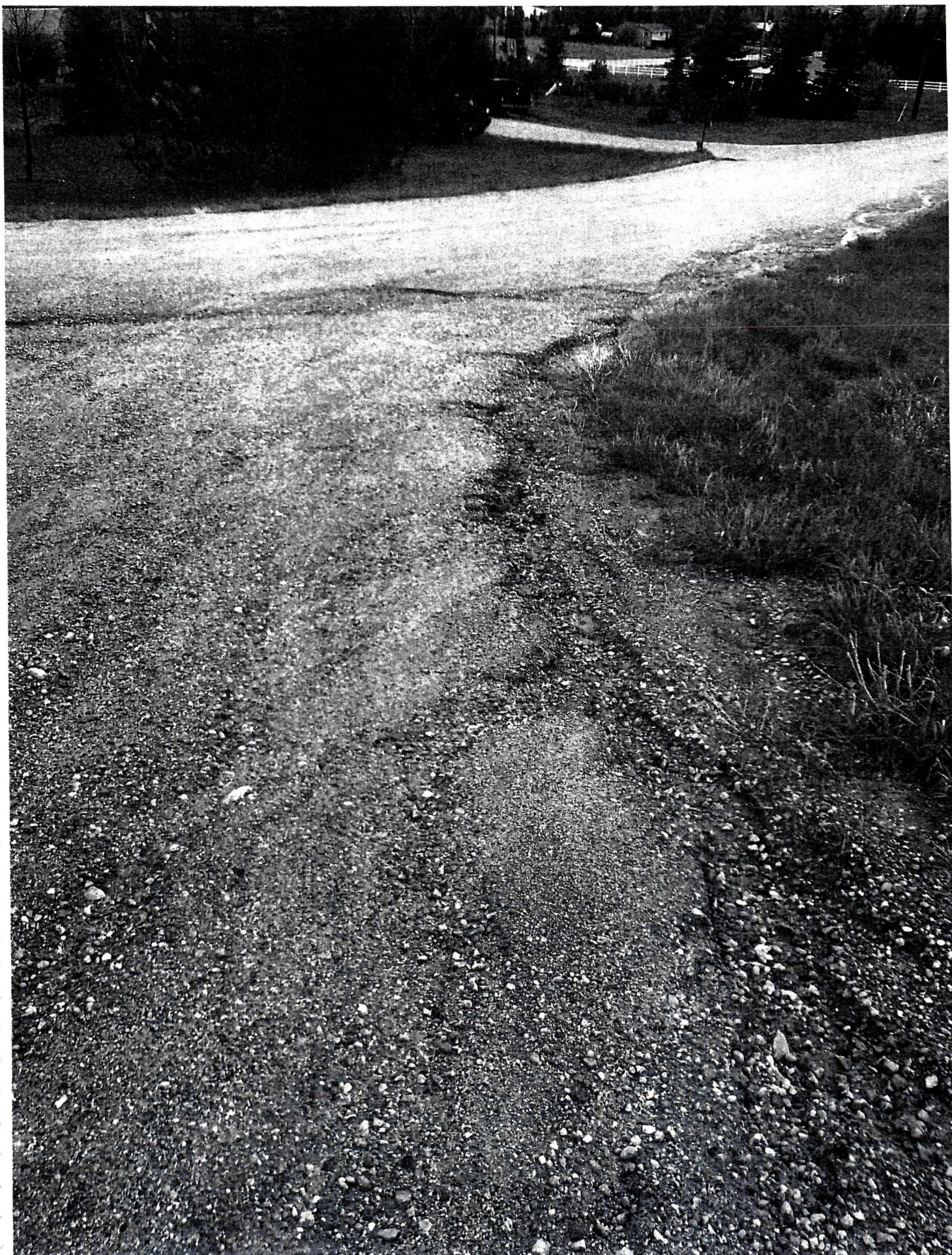




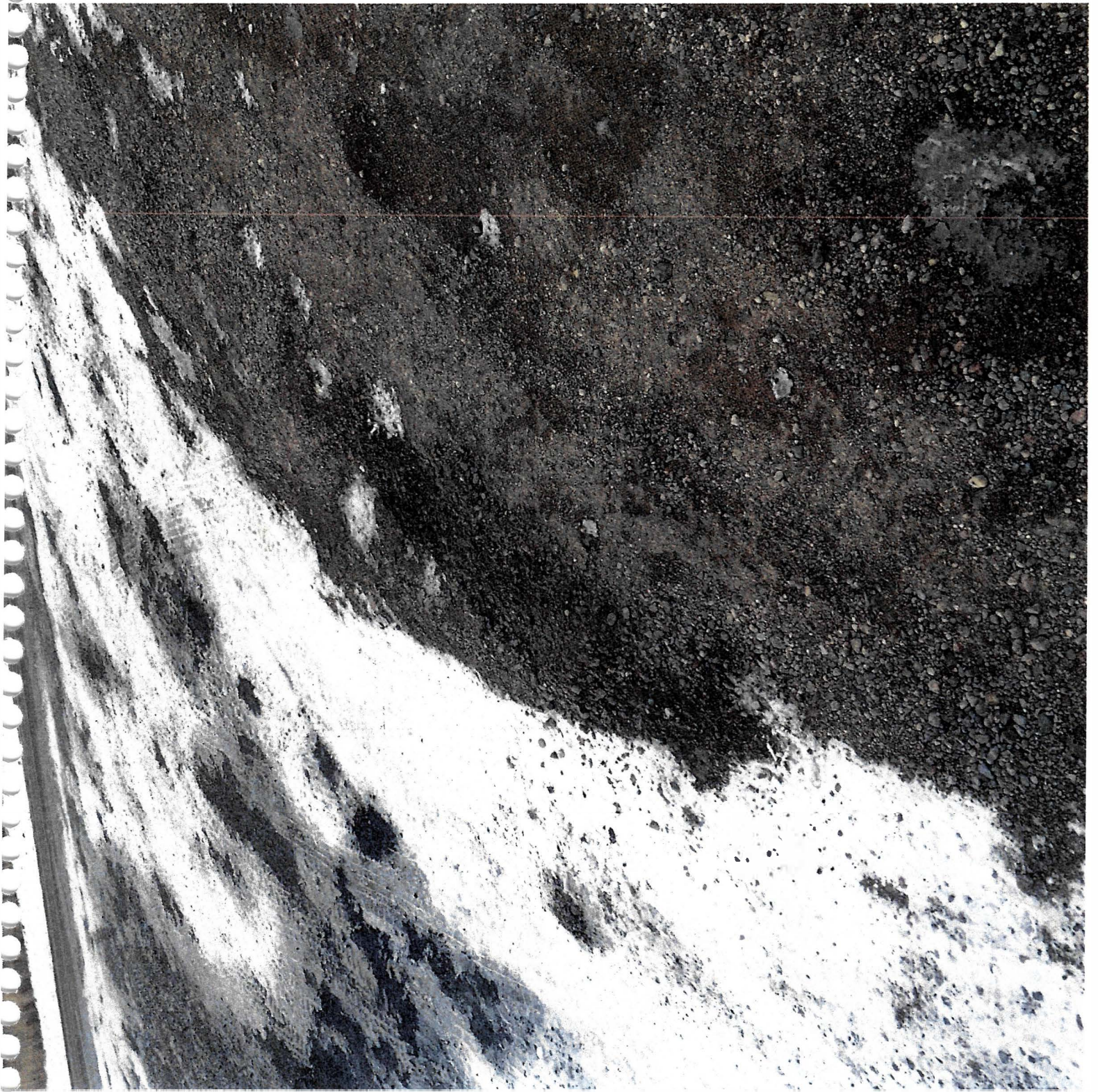
















# **LUNAR VIEW ESTATE COVENANTS**



SEP 15 1975 AT 4:57 O'CLOCK P.M.

371572 ANNET C. WHITEHEAD, Recorder

AMENDMENTS TO PROTECTIVE COVENANTS

ORLENE MILLS, Individually  
and ORLENE MILLS as Trustee

to

THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are the owners of All of the Lots and Blocks in LUNAR VIEW ESTATES, a subdivision of NE1/4 and N1/2SE1/4 of Section 17, Township 14 North, Range 66 West of the 6th P.M. in Laramie County, Wyoming, and they hereby change the Declaration of Protective Covenants dated 24 May 1971 and recorded with the County Clerk of Laramie County, Wyoming to June 1971 in Book 926 at Page 46, to read as follows:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned being the present owners of All of the Lots and Blocks in LUNAR VIEW ESTATES a subdivision of NE1/4 and N1/2SE1/4 of Section 17, Township 14 North, Range 66 West of 6th P.M. in Laramie County, Wyoming, do hereby covenant and agree that all the premises therein contained are held subject to and with the benefit of all the restrictive conditions, covenants, changes in agreements contained in the within Amended Declaration of Protective Covenants and they do hereby further covenant and agree that any subsequent grants of any such lots now owned by them shall be subject to the covenants and restrictions hereinafter set forth:

1. No lot shall be used except for residential purposes.
2. No more than one structure shall be erected, altered, placed, permitted or allowed on any one lot or tract, other than one detached single-family dwelling and a private garage for not more than two cars and a barn and corral for horses which are to be kept for recreational purposes only. Provided however that as to Lot 7, Block 6, LUNAR VIEW ESTATES, no structure shall be erected, altered, placed or permitted to remain on any portion of said lot of less than one acre other than one detached single-family dwelling and a private garage for not more than two cars and a barn and corral for horses which are to be kept for recreational purposes only.
3. No dwelling shall be constructed which shall contain a habitable floor area on the ground floor, exclusive of basements, porches, and garages, of less than 1200 square feet; and no dwelling erected thereon is to have a valuation of less than \$15,000.00, and finished on the outside. All construction shall be new and no structure shall be moved from any location outside this subdivision onto any site in said subdivision. No structure or facility, other than a dwelling constructed in keeping with the covenants herein, shall be used as a residence either temporarily or permanently.
4. No building shall be erected on any residential lot or any portion thereof of less than one acre, nearer than 30 feet to the front-tract line, nor nearer than 15 feet to the side lines thereof, and a detached garage shall be 30 feet or more from the front tract line.
5. Easements for installation and maintenance of utilities of minimum width are reserved.
6. No business or trade, except as to those lots described in paragraph 1 hereof, shall be carried on upon any lot, nor shall any noxious, illegal or offensive activity 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.







7. No sign of any kind shall be displayed to the public view on any lot except one professional 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 the builder to advertise the property during the construction and sales period.

8. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that horses, dogs, cats, or other household pets may be kept for recreational purposes provided that they are not kept, bred, or maintained for any commercial purpose. Dogs shall not be allowed to run loose as a nuisance.

9. 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.

10. No lot shall be used or maintained as a dumping ground for rubbish or junk, such as old cars, appliances, etcetera. 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.

11. 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 10 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.

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

13. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in force and effect.

The foregoing covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, providing that all the owners of All of the Lots in LUNAR VIEW ESTATES subdivision may change these covenants in whole or in part at any time.

Dated this 4th day of August 1975

Orlene Mills  
ORLENE MILLS, a single person,  
ORLENE MILLS, Trustee of the  
Testamentary Trust of MARIE  
MERRITT, Deceased

Lloyd A. Rute and Nancy M. Rute  
LLOYD A. RUTE and NANCY M. RUTE

Ramona Niland and John Niland  
RAMONA NILAND JOHN NILAND  
(Formerly Ramona Dalton)

Orlene Mills  
ORLENE MILLS, a single person

Virginia Harris and Dale Harris  
VIRGINIA HARRIS and DALE HARRIS

BOOK 1044

26



Janet L. Lighton  
Robert L. Lighton  
ROBERT L. and JANET L. LIGHTON

J. Dean (Sonny) Merritt and Margaret Merritt  
J. DEAN (SONNY) MERRITT and MARGARET MERRITT

James K. (Hyde) Merritt and Virginia Merritt  
JAMES K. (HYDE) MERRITT and VIRGINIA MERRITT

Peter W. Cook and Kathy J. Cook  
PETER W. COOK and KATHY J. COOK

Phillip H. Cook  
PHILLIP H. COOK

Gregory J. Federer, a single person  
GREGORY J. FEDERER, a single person

Harold E. Peterson and Janice L. Peterson  
HAROLD E. PETERSON and JANICE L. PETERSON

Gatlan D. White, a single person  
GATLAN D. WHITE, a single person

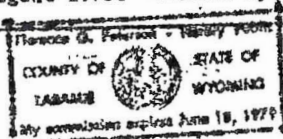
Wayne M. Barnhart and Angelina E. Barnhart  
WAYNE M. BARNHART and ANGELINA E. BARNHART

STATE OF WYOMING )  
COUNTY OF LARAMIE )

SS.

Subscribed and sworn to before me by Oriens Mills this 4th day of August 1975. Witness my hand and official seal. My Commission Expires

SEAL



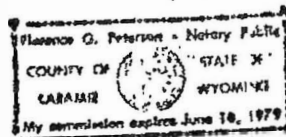
Florence G. Peterson  
NOTARY PUBLIC

STATE OF WYOMING )  
COUNTY OF LARAMIE )

SS.

Subscribed and sworn to before me by Lloyd A. Rote and Nancy H. Rote this 4th day of August 1975. Witness my hand and official seal. My Commission Expires

SEAL



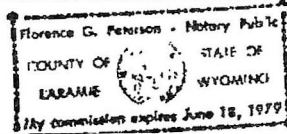
Florence G. Peterson  
NOTARY PUBLIC



STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

John Niland  
Subscribed and sworn to before me by Ramona Niland this 4th  
day of August 1975. Witness my hand and official seal. My Commission  
Expires: \_\_\_\_\_

S E A L

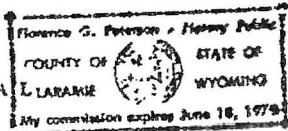


Florence G. Peterson  
NOTARY PUBLIC

STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

Subscribed and sworn to before me by Oriene Mills, this 4th  
day of August 1975. Witness my hand and official seal. My Commission  
Expires: \_\_\_\_\_

S E A L



Florence G. Peterson  
NOTARY PUBLIC

STATE OF WYOMING )  
 ) SS.  
COUNTY OF Goshute )

Subscribed and sworn to before me by Virginia Harris and Dale  
Harris this 4th day of August 1975. Witness by hand and official seal.  
My Commission Expires: March 25 1977



Maxine F. Harris  
NOTARY PUBLIC

Colorado  
STATE OF WYOMING )  
 ) SS.  
COUNTY OF Denver )

Subscribed and sworn to before me by J. Dean Merritt and Margaret  
Merritt this 4th day of August 1975. Witness my hand and official seal.  
My Commission Expires: 6/28/78

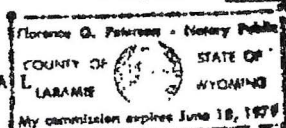
S E A L

Judy I. Siroggin  
NOTARY PUBLIC

STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

Subscribed and sworn to before me by James K. Merritt and Virginia  
Merritt this 4th day of August 1975. Witness my hand and official seal.  
My Commission Expires: \_\_\_\_\_

S E A L



Florence G. Peterson  
NOTARY PUBLIC





STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

Subscribed and sworn to before me by Peter W. Cook and Kathy J. Cook this 4th day of August 1975. Witness my hand and official seal. My Commission Expires: \_\_\_\_\_

SEAL  
Florence G. Peterson - Notary Public  
COUNTY OF LARAMIE STATE OF WYOMING  
My commission expires June 18, 1979  
STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

*Florence G. Peterson*  
NOTARY PUBLIC



Subscribed and sworn to before me by Phillip H. Cook this 4th day of August 1975. Witness my hand and official seal. My Commission Expires: \_\_\_\_\_

SEAL  
Florence G. Peterson - Notary Public  
COUNTY OF LARAMIE STATE OF WYOMING  
My commission expires June 18, 1979  
STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

*Florence G. Peterson*  
NOTARY PUBLIC

Subscribed and sworn to before me by Gregory J. Federer this 4th day of August 1975. Witness my hand and official seal. My Commission Expires: \_\_\_\_\_

SEAL  
Florence G. Peterson - Notary Public  
COUNTY OF LARAMIE STATE OF WYOMING  
My commission expires June 18, 1979  
STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

*Florence G. Peterson*  
NOTARY PUBLIC

Subscribed and sworn to before me by Derald E. Peterson and Janice L. Peterson this 4th day of August 1975. Witness my hand and official seal. My Commission Expires: \_\_\_\_\_

SEAL  
RAY E. ALLEN - Notary Public  
COUNTY OF LARAMIE STATE OF WYOMING  
My commission expires Apr. 9, 1979  
STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

*Ray E. Allen*  
NOTARY PUBLIC

Subscribed and sworn to before me by Gavlan D. White this 4th day of August 1975. Witness my hand and official seal. My Commission Expires: \_\_\_\_\_

SEAL  
Florence G. Peterson - Notary Public  
COUNTY OF LARAMIE STATE OF WYOMING  
My commission expires June 18, 1979  
STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

*Florence G. Peterson*  
NOTARY PUBLIC

Subscribed and sworn to before me by Wayne M. Barnhart and Angeline E. Barnhart this 4th day of August 1975. Witness my hand and official seal. My Commission Expires: \_\_\_\_\_

STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

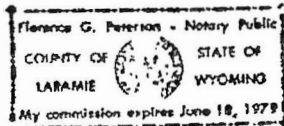
NOTARY PUBLIC

BOOK 1044  
SEAL



STATE OF WYOMING }  
COUNTY OF LARAMIE } ss.

Subscribed and sworn to before me by Robert L. Leighton and Jeanette A. Leighton this 22nd day of August, 1975. Witness my hand and official seal.



*Florence G. Peterson*  
Notary Public

FD 447 C  
(Individual)

(TI)

STATE OF CALIFORNIA }  
COUNTY OF Los Angeles } ss.

On Sept. 5, 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared Wayne M. Barnhart and Angelina E. Barnhart

known to me  
to be the person s whose name s are are subscribed  
to the within instrument and acknowledged that they  
executed the same.

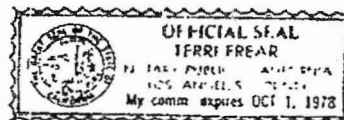
WITNESS my hand and official seal.

Signature

*Terri Frear*

Terri Frear

Name (Typed or Printed)



(This area for official notary seal)







46

RECEPTION NO. 223982 JOHN B. HUISMAN, Recorder

BOOK 926

DECLARATION OF PROTECTIVE COVENANTS

MARIE MERRITT and ORLENE MILLS

to

THE PUBLIC:

24 May 1971 Resolutions 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 3601(c).

KNOW ALL MEN BY THESE PRESENTS: That All of the Lots and Blocks in LUNAR VIEW ESTATES, a subdivision of NE1/4 and N1/2SE1/4 of Section 17, Township 14 North, Range 66 West of the 6th P.M. in Laramie County, Wyoming, are now owned and held subject to all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, and Marie Merritt and Orlene Mills, the undersigned owners, do hereby warrant, and agree that any subsequent grants of any such lots shall be made subject to the following covenants and restrictions.

1. No lot shall be used except for residential purposes except Lots 1, 2, 3 and 4, Block 1 and Lots 1 and 2, Block 2, to which lots these covenants shall not apply.

2. No structure shall be erected, altered, placed or permitted to remain on any portion of said lots of less than one acre other than one detached single-family dwelling and a private garage for not more than two cars and a barn and corral for horses which are to be kept for recreational purposes only.

3. No dwelling shall be constructed which shall contain a habitable floor area on the ground floor, exclusive of basements, porches and garages, of less than 1200 square feet; and no dwelling erected thereon is to have a valuation of less than \$15,000.00, and finished on the outside. All construction shall be new and no structure shall be moved from any location outside this subdivision onto any site in said subdivision. No structure or facility, other than a dwelling constructed in keeping with the covenants herein, shall be used as a residence either temporarily or permanently.

4. No building shall be erected on any residential lot or any portion thereof of less than one acre, nearer than 30 feet to the front tract line, nor nearer than 15 feet to the side lines thereof, and a detached garage shall be 30 feet or more from the front tract line.

5. Easements for installation and maintenance of utilities of minimum width are reserved.

6. No business or trade, except as to those lots described in ¶1 hereof, shall be carried on upon any lot, nor shall any noxious, illegal or offensive activity 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.

HIRST & APPLEGATE  
Law Offices

23



7. No sign of any kind shall be displayed to the public view on any lot except one professional 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 the builder to advertise the property during the construction and sales period.

8. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that horses, dogs, cats, or other household pets may be kept for recreational purposes provided that they are not kept, bred, or maintained for any commercial purpose. Dogs shall not be allowed to run loose as a nuisance.

9. 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.

10. No lot shall be used or maintained as a dumping ground for rubbish or junk, such as old cars, appliances, et cetera. 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.

11. 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 10 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.

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

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

Dated this 24th day of May 1971.

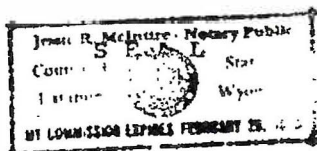


Mari Merritt  
MARIE MERRITT

Orlene Mills  
ORLENE MILLS

STATE OF WYOMING )  
 ) SS  
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me this 24th day of May 1971. Witness my hand and official seal.



Janet R. McIntire  
Notary Public  
HIRST & APPLGATE  
Law Offices  
Fourth Floor Boyd Building



RECORDED DEC 23 1974 AT 4 46 O'CLOCK L  
RECEPTION NO. 345121 JOHN R. HULSMAN, Recorder



AMENDMENTS TO PROTECTIVE COVENANTS

ORLENE MILLS, Individually  
and ORLENE MILLS as Trustee

to

THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS:

Restrictions relating to a permanent  
limitation of 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).

That the undersigned are the owners of All of the Lots  
and Blocks in LUNAR VIEW ESTATES, a subdivision of NE1/4 and  
N1/2SE1/4 of Section 17, Township 14 North, Range 66 West of  
the 6th P.M. in Laramie County, Wyoming, and they hereby change  
the Declaration of Protective Covenants dated 24 May 1971 and  
recorded with the County Clerk of Laramie County, Wyoming to  
June 1971 in Book 926 at Page 46, to read as follows:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned  
being the present owners of All of the Lots and Blocks in LUNAR  
VIEW ESTATES a subdivision of NE1/4 and N1/2SE1/4 of Section  
17, Township 14 North, Range 66 West of 6th P.M. in Laramie  
County, Wyoming, do hereby covenant and agree that all the  
premises therein contained are held subject to and with the  
benefit of all the restrictive conditions, covenants, changes  
in agreements contained in the within Amended Declaration of  
Protective Covenants and they do hereby further covenant and  
agree that any subsequent grants of any such lots now owned  
by them shall be subject to the covenants and restrictions  
hereinafter set forth:

1. No lot shall be used except for residential  
purposes except Lots 1, 2, 3 and 4, Block 1 and Lots 1 and  
2, Block 2, to which lots these covenants shall not apply.

2. No more than one structure shall be erected,  
altered, placed, permitted or allowed on any one lot or tract,  
other than one detached single-family dwelling and a private  
garage for not more than two cars and a barn and corral for  
horses which are to be kept for recreational purposes only:  
Provided however that as to Lot 7, Block 6, LUNAR VIEW ESTATES,  
no structure shall be erected, altered, placed or permitted  
to remain on any portion of said lot of less than one acre  
other than one detached single-family dwelling and a private  
garage for not more than two cars and a barn and corral for  
horses which are to be kept for recreational purposes only.

3. No dwelling shall be constructed which shall  
contain a habitable floor area on the ground floor, exclusive  
of basements, porches and garages, of less than 1200 square  
feet; and no dwelling erected thereon is to have a valuation  
of less than \$15,000.00, and finished on the outside. All  
construction shall be new and no structure shall be moved from  
any location outside this subdivision onto any site in said  
subdivision. No structure or facility, other than a dwelling  
constructed in keeping with the covenants herein, shall be  
used as a residence either temporarily or permanently.

HIRST, APPLGATE & DRAY  
A Professional Corporation  
Law Offices  
200 Boyd Building  
CHEYENNE - 82001

BOOK 1023

163

25



STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

Subscribed and sworn to before me by Peter W. Cook and Kathy J. Cook this 4th day of August 1975. Witness my hand and official seal. My Commission Expires: \_\_\_\_\_

SEAL Florence G. Peterson - Notary Public  
COUNTY OF LARAMIE STATE OF WYOMING  
My commission expires June 18, 1979  
STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

*Florence G. Peterson*  
NOTARY PUBLIC



Subscribed and sworn to before me by Phillip H. Cook this 4th day of August 1975. Witness my hand and official seal. My Commission Expires: \_\_\_\_\_

SEAL Florence G. Peterson - Notary Public  
COUNTY OF LARAMIE STATE OF WYOMING  
My commission expires June 18, 1979  
STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

*Florence G. Peterson*  
NOTARY PUBLIC

Subscribed and sworn to before me by Gregory J. Federer this 4th day of August 1975. Witness my hand and official seal. My Commission Expires: \_\_\_\_\_

SEAL Florence G. Peterson - Notary Public  
COUNTY OF LARAMIE STATE OF WYOMING  
My commission expires June 18, 1979  
STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

*Florence G. Peterson*  
NOTARY PUBLIC

Subscribed and sworn to before me by Derald E. Peterson and Janice L. Peterson this 4th day of August 1975. Witness my hand and official seal. My Commission Expires: \_\_\_\_\_

SEAL KAY E. ALLEN - Notary Public  
COUNTY OF LARAMIE STATE OF WYOMING  
My commission expires April 9, 1979  
STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

*Kay E. Allen*  
NOTARY PUBLIC

Subscribed and sworn to before me by Gaylan D. White this 4th day of August 1975. Witness my hand and official seal. My Commission Expires: \_\_\_\_\_

SEAL Florence G. Peterson - Notary Public  
COUNTY OF LARAMIE STATE OF WYOMING  
My commission expires June 18, 1979  
STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

*Florence G. Peterson*  
NOTARY PUBLIC

Subscribed and sworn to before me by Wayne M. Barnhart and Angeline E. Barnhart this 4th day of August 1975. Witness my hand and official seal. My Commission Expires: \_\_\_\_\_

BOOK 1044  
SEAL

NOTARY PUBLIC





The foregoing covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, providing that all the owners of All of the Lots in LUNAR VIEW ESTATES subdivision may change these covenants in whole or in part at any time.

Dated this 25th day of November 1974.

Orlene Mills  
ORLENE MILLS, a single person,  
ORLENE MILLS, Trustee of the  
Testimentary Trust of MARIE  
MERRITT, Deceased

Lloyd A. Rote and Nancy M. Rote  
LLOYD A. ROTE and NANCY M. ROTE

Ramona Dalton  
RAMONA DALTON, a single person

Orlene Mills  
ORLENE MILLS, a single person

Virginia Harris and Dale Harris  
VIRGINIA HARRIS and DALE HARRIS

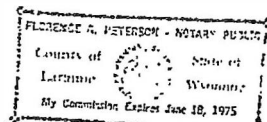
J. Dean (Sonny) Merritt and Margaret Merritt  
J. DEAN (SONNY) MERRITT and MARGARET  
MERRITT

James K. (Hyde) Merritt and Virginia Merritt  
JAMES K. (HYDE) MERRITT and VIRGINIA  
MERRITT

STATE OF WYOMING )  
COUNTY OF LARAMIE ) SS.

Subscribed and sworn to before me by Orlene Mills  
this 25th day of November 1974. Witness my hand and official  
seal. My Commission Expires:

S E A L



Florence A. Peterson  
NOTARY PUBLIC

HIRST, APPLIGATE & DRAY  
A Professional Corporation  
Law Offices  
200 Boyd Building  
CHEYENNE - 82001

BOOK 1023

165

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STATE OF WYOMING )  
COUNTY OF LARAMIE ) SS.

Subscribed and sworn to before me by Lloyd A. Rote and Nancy M. Rote this 25th day of November 1974. Witness my hand and official seal. My Commission Expires: October 26, 1978

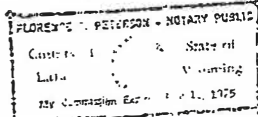
S E A L

[Signature]  
NOTARY PUBLIC

STATE OF WYOMING )  
COUNTY OF LARAMIE ) SS.

Subscribed and sworn to before me by Ramona Dalton this 25th day of November 1974. Witness my hand and official seal. My Commission Expires: \_\_\_\_\_

S E A L



[Signature]  
NOTARY PUBLIC

STATE OF WYOMING )  
COUNTY OF LARAMIE ) SS.

Subscribed and sworn to before me by Orlene Mills, this 25th day of November 1974. Witness my hand and official seal. My Commission Expires: \_\_\_\_\_

S E A L



[Signature]  
NOTARY PUBLIC

STATE OF ~~WYOMING~~ )  
COUNTY OF ~~LARAMIE~~ ) SS.

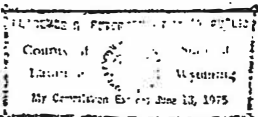
Goshen

Subscribed and sworn to before me by Virginia Harris and Dale Harris this 19 day of November 1974. Witness my hand and official seal. My Commission Expires: 11-25-76

STATE OF WYOMING )  
COUNTY OF LARAMIE ) SS.

Subscribed and sworn to before me by J. Dean Merritt and Margaret Merritt this 25th day of November 1974. Witness my hand and official seal. My Commission Expires: \_\_\_\_\_

S E A L



[Signature]  
NOTARY PUBLIC

HIRST, APPLGATE & DRAY  
A Professional Corporation  
Law Offices  
200 Boyd Building  
CHEYENNE - 82001

BOOK 1023

166

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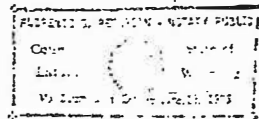




STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

Subscribed and sworn to before me by James K. Merritt  
and Virginia Merritt this 25th day of November 1974. Witness my  
hand and official seal. My Commission Expires: \_\_\_\_\_

S E A L



*James K. Merritt*  
NOTARY PUBLIC

FIRST, APPLIGATE & DRAY  
Professionals Corporation  
Law Offices  
200 Bank Building  
CHEYENNE - WYOM

BOOK 1023

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RECORDED FEB 20 1970 AT 3:42 O'CLOCK PM  
 190662  
 RECEIPTION NO. JOHN B. HUISMAN, Recorder

BOOK 903

DECLARATION OF PROTECTIVE COVENANTS

Febr. 20th 1970



MARIE MERRITT, ORLENE MILLS, et al

to

THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS: That Tracts 1, 12, 13, 14, 15, 16, 17, 18 and 19 lying in Montclair, a subdivision of part of Section 17, Township 14 North, Range 66 West of the 6th P.M. in Laramie County, Wyoming, are now owned and held subject to all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, and Marie Merritt, Orlene Mills and each of the undersigned owners do hereby warrant, and agree that any subsequent grants of any tracts shall be made subject to the following covenants and restrictions.

1. No tract shall be used except for residential purpose except as to Tract 1. No structure shall be erected, altered, placed or permitted to remain on any portion of said tracts of less than one acre other than one detached single-family dwelling and a private garage for not more than two cars and a barn and corral for horses which are to be kept for recreational purposes only.

2. No dwelling shall be constructed which shall contain a habitable floor area on the ground floor, exclusive of basements, porches and garages, of less than 1200 square feet; and no dwelling erected thereon is to have a valuation of less than \$15,000.00, and finished on the outside. All construction shall be new and no structure shall be moved from any location outside this subdivision onto any site in said subdivision. No structure or facility, other than a dwelling constructed in keeping with the covenants herein, shall be used as a residence either temporarily or permanently.

3. No building shall be erected on any residential tract or any portion thereof of less than one acre, nearer than 30 feet to the front tract line, nor nearer than 15 feet to the side lines thereof, and a detached garage shall be 30 feet or more from the front tract line.

4. Easements for installation and maintenance of utilities of minimum width are reserved.

5. No business or trade, except as to Tract 1, shall be carried on upon any tract, nor shall any noxious, illegal or offensive activity be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No sign of any kind shall be displayed to the public view on any tract except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale

Book 205

or rent, or signs used by the builder to advertise the property during the construction and sales period.

7. No animals, livestock or poultry of any kind, except dogs and cats, shall be raised, bred or kept on any tract except that dogs, cats, horses or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes except dogs and cats. Dogs shall not be allowed to run loose as a nuisance.

8. No individual sewage disposal system shall be permitted on any tract 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.

9. No tract shall be used or maintained as a dumping ground for rubbish or junk, such as old cars, appliances, et cetera. 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.

10. 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 10 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 tracts has been recorded, agreeing to change said covenants in whole or in part.

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

12. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in force and effect.

Dated this 24th day of February, 1970.

Oriene Mills  
Oriene Mills

Marie Merritt  
Marie Merritt

STATE OF WYOMING }  
COUNTY OF LARAMIE } SS:

The foregoing instrument was acknowledged before me this 24th day of February, 1970. Witness my hand and official seal.



Richard Stephens  
Notary Public

