### 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** 

#### 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** 



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., Chevenne.

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

Celiak Tee

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

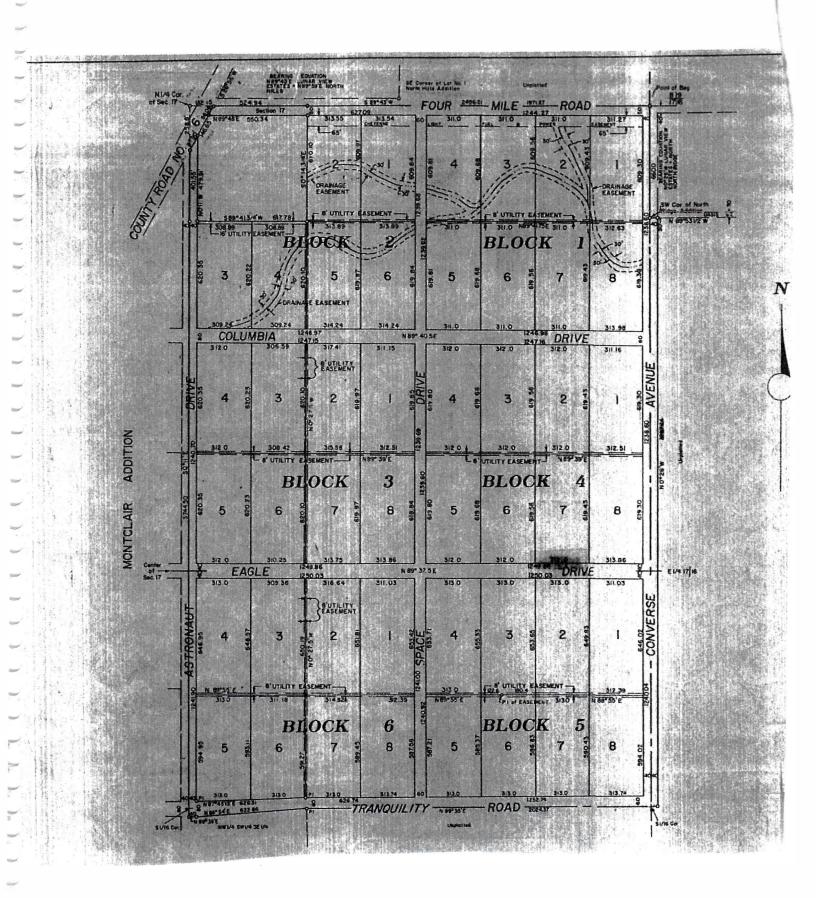
FAX (307) 633-4240 309 W 20th St, Cheyenne, WY 82001

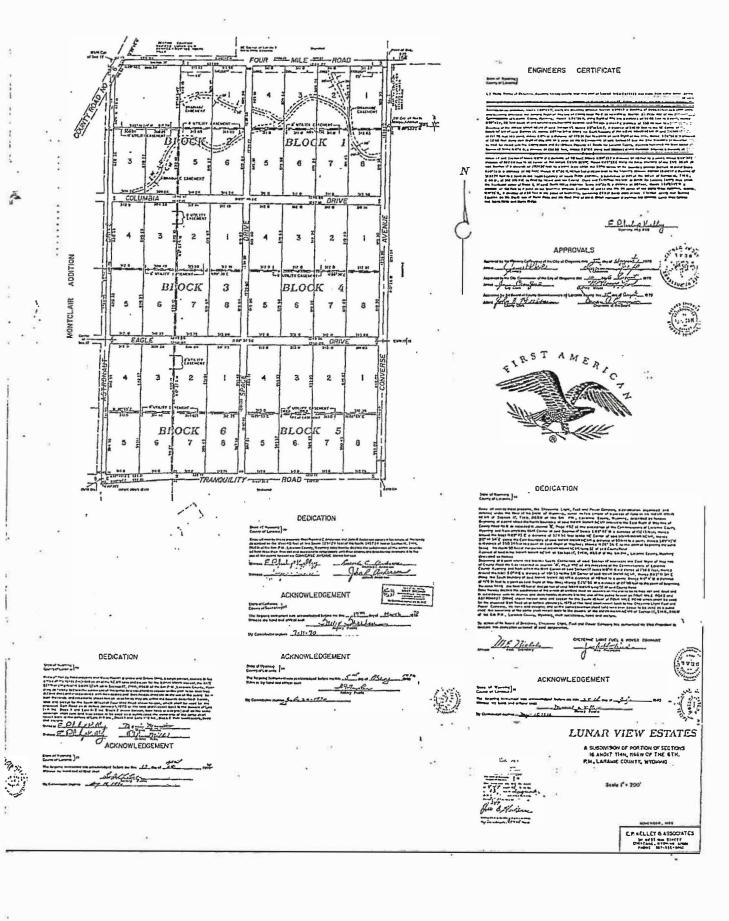
TEL (307) 633-4264 LARAMIE COUNTY GOVERNMENTAL COMPLEX

office@laramiecountyclerk.com PO Box 608, Cheyenne, WY 82003-0608



# LUNAR VIEW ESTATE MAP

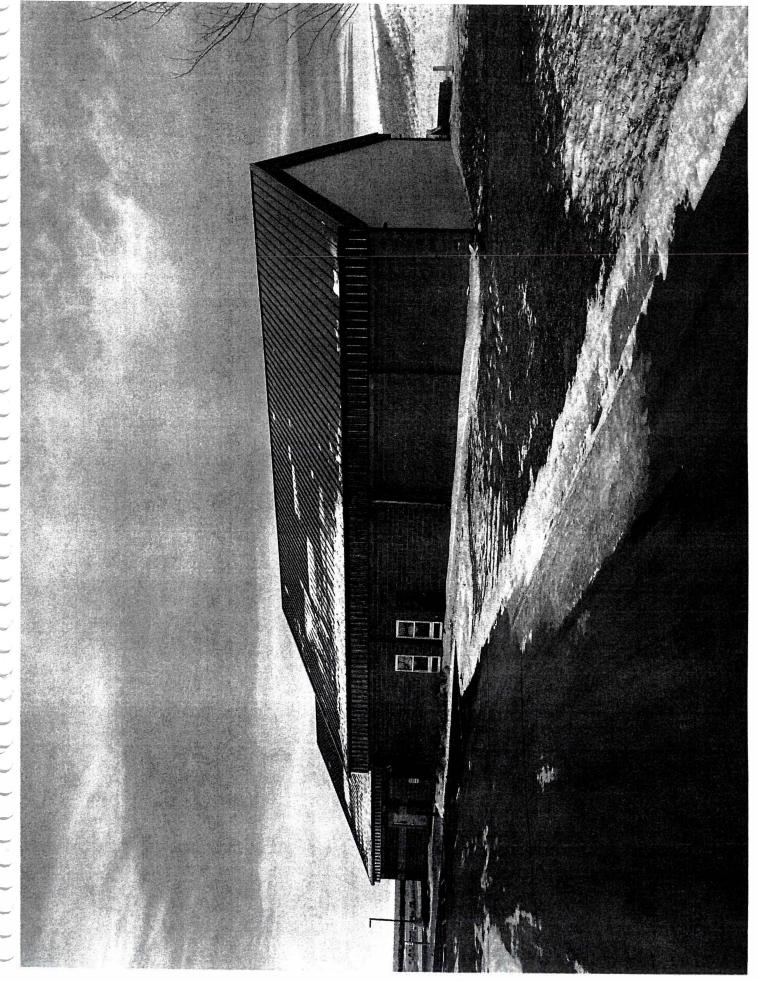


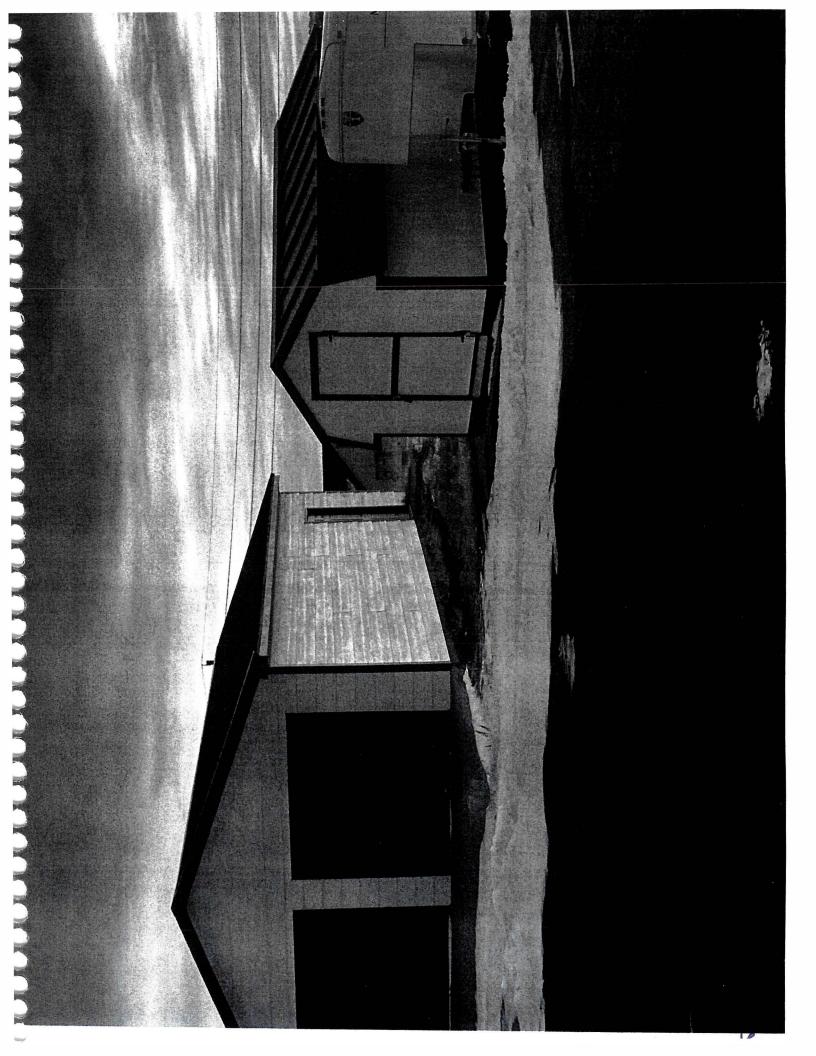


# BUSINESSES THAT IMPACT NEIGHBORHOOD

## NORTH CHRISTIAN CHURCH

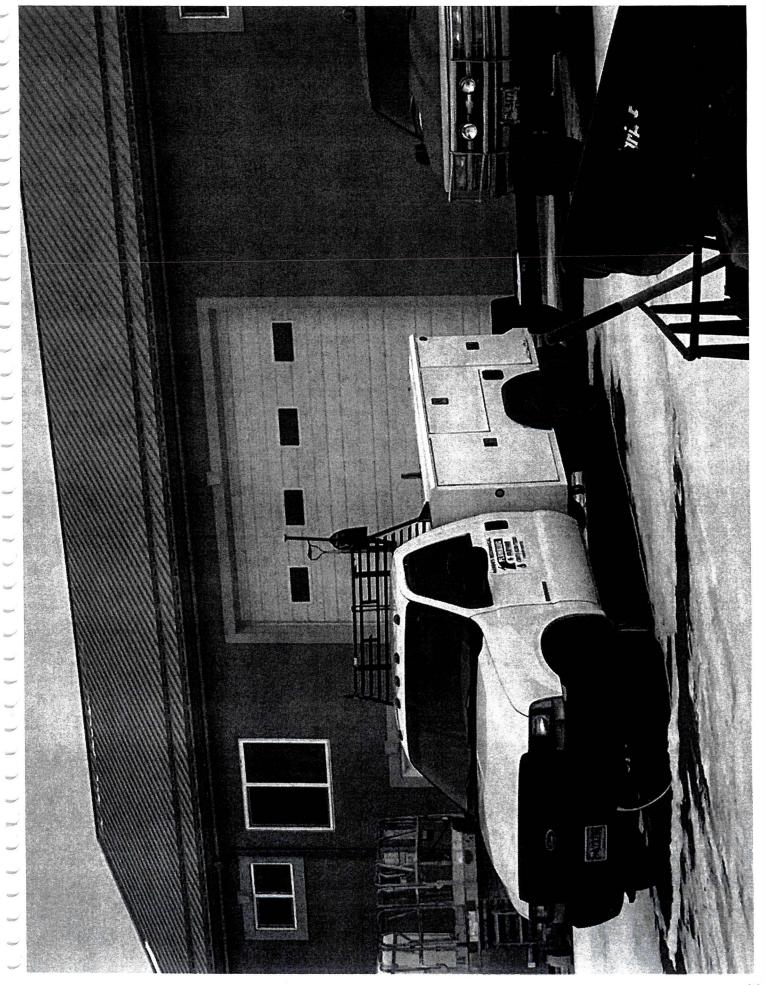
2015 Tranquility Rd Cheyenne, WY 82009

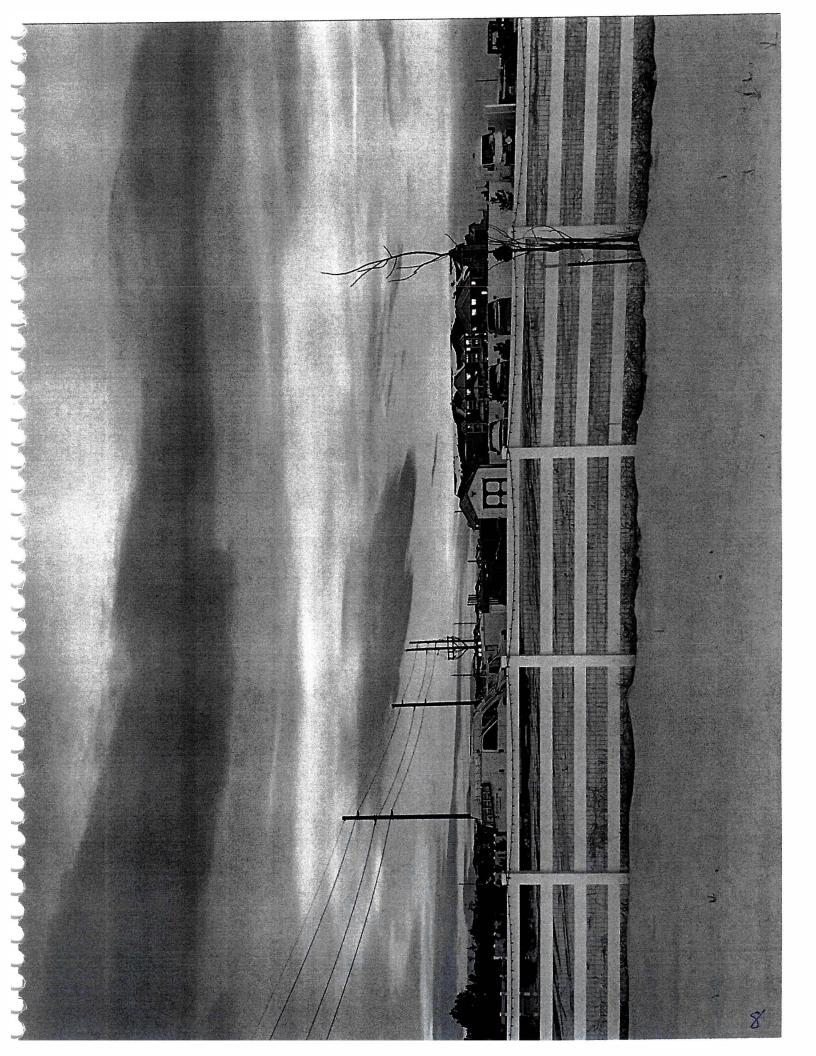


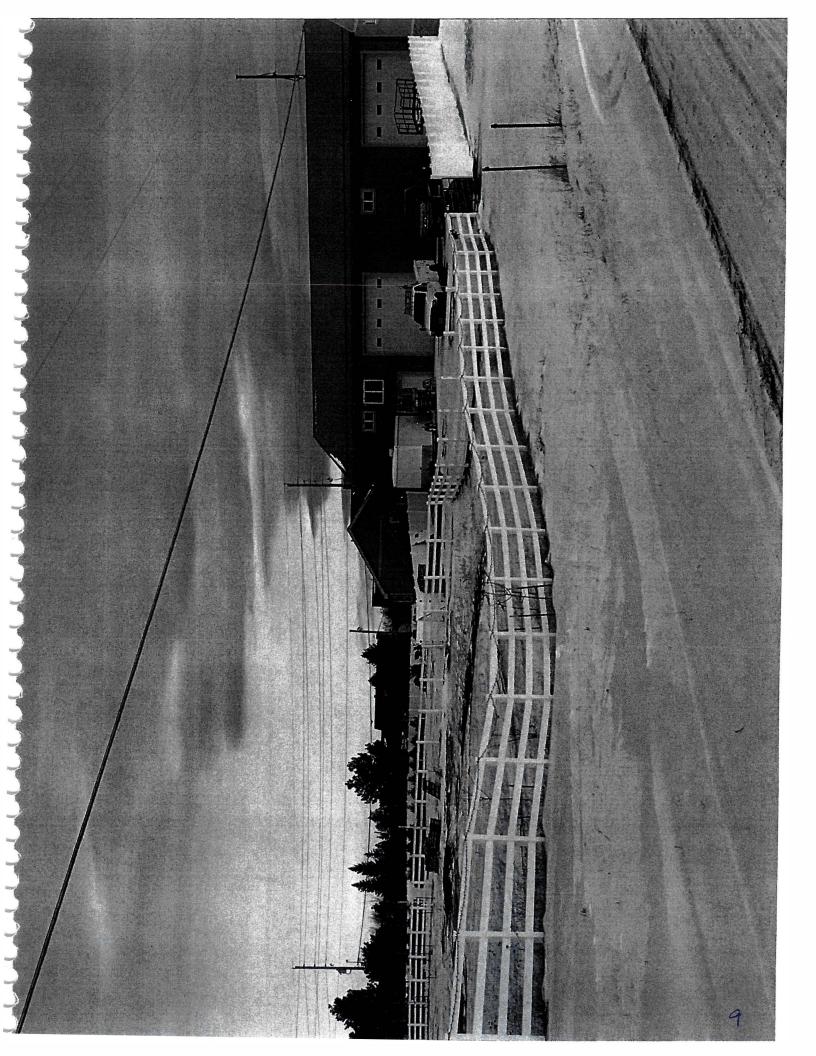


## AARON'S MECHANICAL

7520 Space Drive Cheyenne, WY 82009

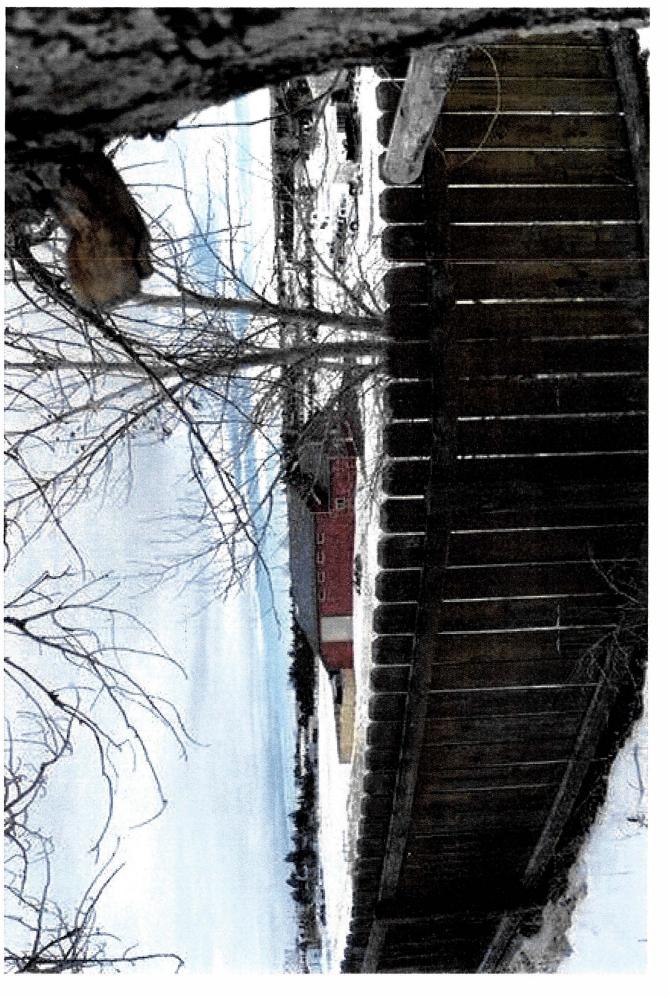






## BIG BIRD LANDSCAPING

## 7221 Space Drive Cheyenne, WY 82009

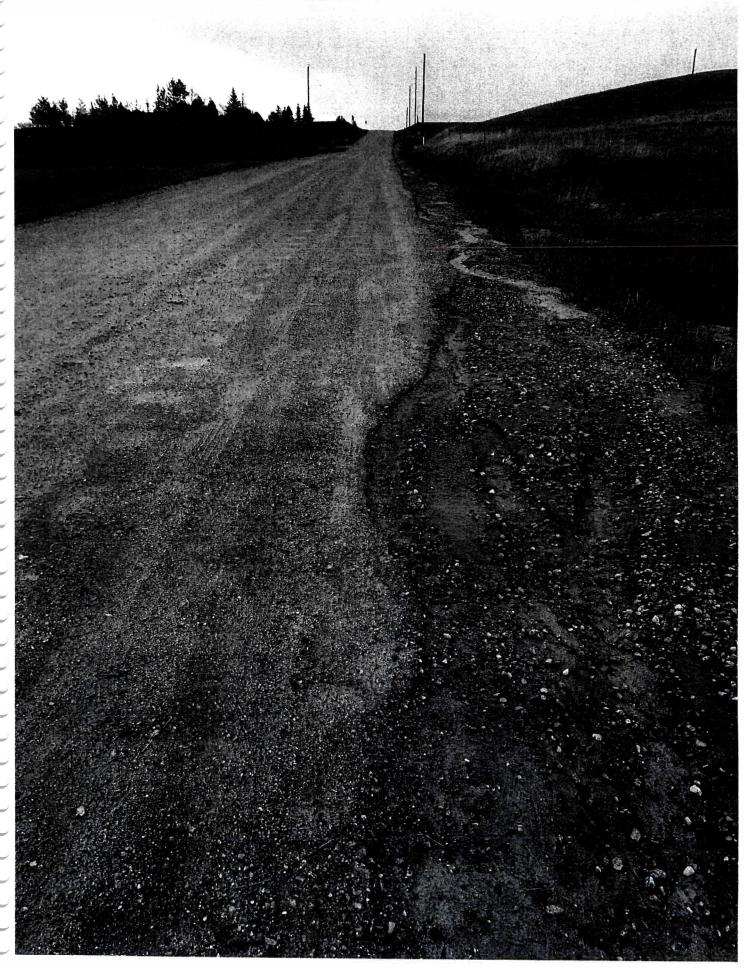




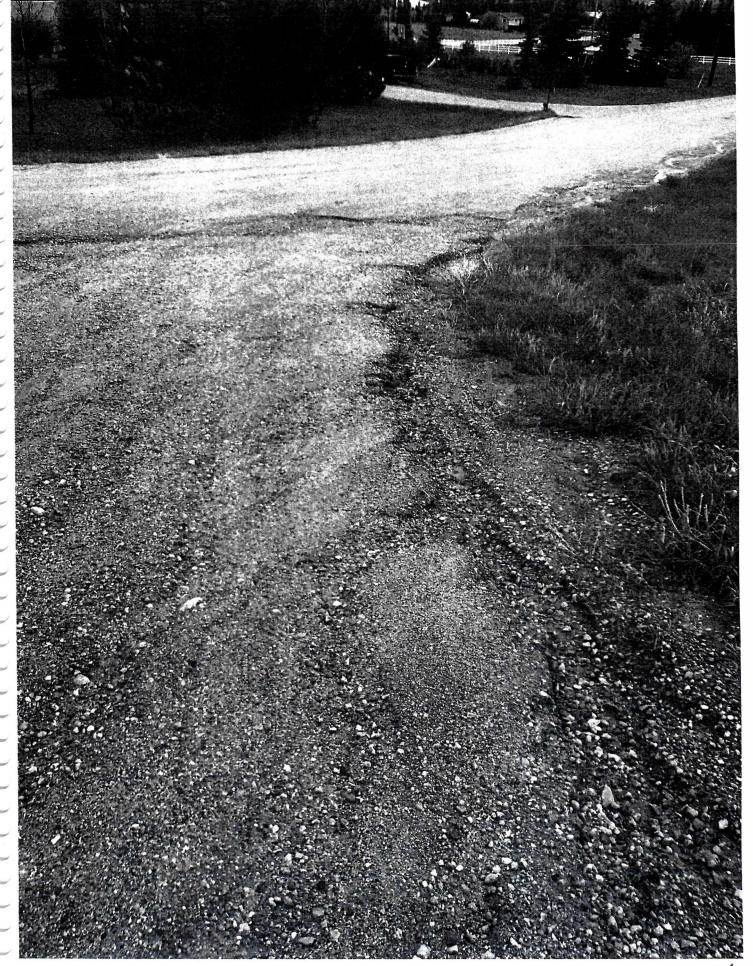


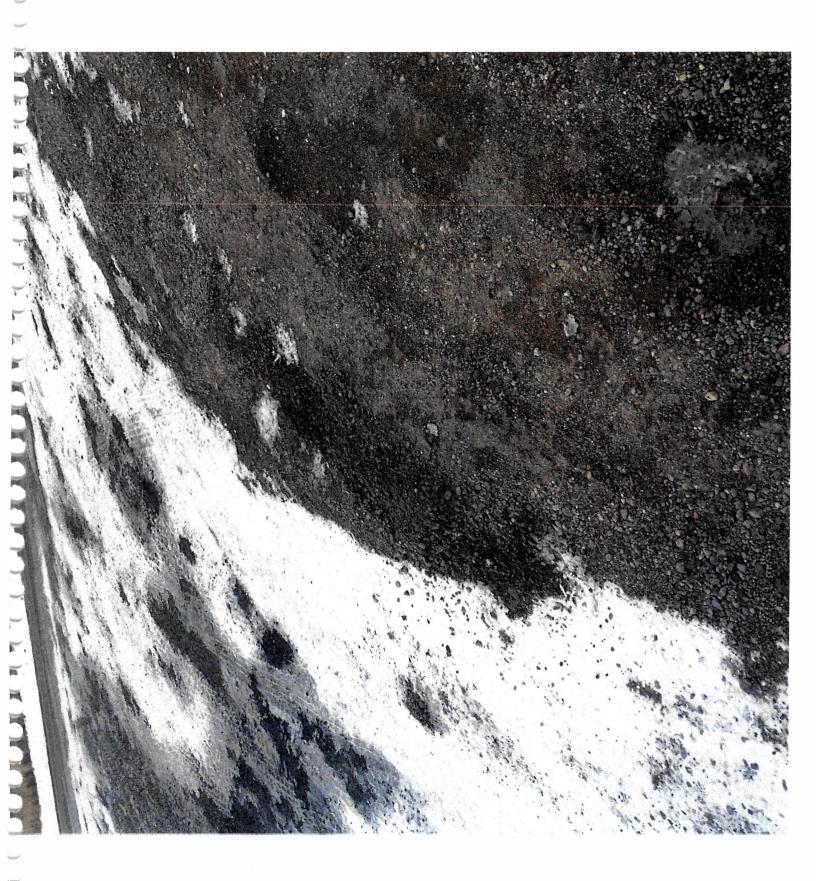


### **ROAD CONDITIONS**









# LUNAR VIEW ESTATE COVENANTS

EP 15 1975 457 0000 PM

NET C. WITTEHEAD, RE

TO PROTECTIVE COVENANTS

ORLENE MILLS, Individually and ORLENE MILLS as Trustee

20

THE PUBLIC:

(C) (P) (P)

KNOW ALL HEN BY THESE PRESENTS:

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

THOW ALL MEN ET THESE EMESENTS, that the undersigned being the present owners of All of the Lots and Blocks in LUMAR VIEW ESTATES a subdivision of MEI/4 and MI/25EI/4 or Section 17, Tourship 14 North, Range 66 West of 6th P.M. in Laramie County, Wyoning, do hereby covenant and agree that all the premises therein concained 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 covenuets and restrictions beroinsfeer set forths

- 1. .. No lot shall be used except for residential purposes.
- No more than one atmicture shall be erected, altered, placed, permitted or allowed on any one lot or tract, other than one of teached 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, LUMAR 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 bern and corral for horses which are to be kept for retrestional 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 tovenents herein, shall be used as a residence either temporarily or perumently.
- No building shall be erected on any residential lot or any portion thereof of less than one acre, nearer than 30 feet to the charters than 15 feet to the side lines thereof, to and a detached garage shall be 30 faet or more from the front tract line.
- Easements for installation and maintenance of utilities drh are reserved. of minimus width and reserved.
- No husiness or trade, except as to those lots described in paragraph I hareof, shall be carried on upon any lot, nor shall any noxious, illegal or offensive activity be carried on upon any lot, nor i shall anything be done thereon which may be or may become an annoyance or misance to the neighborhood.

de la labella sur epite autonologique per al la labella

BOOK 1044

. da .

ELRST AMER,

CALCANA DOMEST

- 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 pariod.
- 6. We 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 commerical purpose. Eogs a shall not be allowed to run loose as a nuleance.
- 9. No individual sawage 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. We lot shall be used or maintained as a dumping ground for rubbish or junk, such as old cars, appliances, etceters. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or other aquipment for the storage or disposal of such material shall be kept in clean and sanitary condition.
- 11. These covenents 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 demages.
- 13. Invelidation 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 affect.

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.

Bated this 4th day of figure 1975

ORLENS MILLS, a single person, ORLENS MILLS, Trustee of the Testimentary Trust of MARIK MERRITT, Deceased

LLOYS A. HUTS and NANCY M. ROTE/

MANONA BILAND SOHN NILAN (Formarly Ramona Delton)

CHILDE MILLS, a single person

THE PERSON AND A CONTRACTOR OF THE PROPERTY AND ADDRESS OF THE WAY A

UNICAMENTE AND SELECTION OF THE PARTY OF THE

BGOK 1044

AMERIC

* (*		. 14
٠,	in the second of the second	4.
	Mallant Thangaut Ment	V. 3
	J. TRAN (SCHINY) MERRITT AND MARGARET	. 5
*	MERKITT	
12		
Char	All Higher Com & Chal Hout Virgue Ment	this
Hochan	d of productions	
ROBERT L.	and Jeaserre Laighton . JANES K. (HYDZ) MERRITT and VINCINIA	٠, ١
	MERRITT	
	Jack - Yath I Cook	4
	PETER W. COOK and RATHY J. COOK	1
	$\mathcal{O}(M_{\bullet})$	V.
	Skelles H. Carte	1 4 144 (2)
	MERICA PHILLIP H. COOK	* 4 2
٠	3	
* *		- 3
a d	91, 97, 100	
//2	GREGORY J. FEDERER, & single person	32 27 60
27.		Sec.
3	On ME Patra Source Letterane	1 7
	THERAD R. PETERSON and JANICE L. PETERSON	
	and the state of t	100
	a water and a political state of the	1
120	GAYLAN D. WHITE, a single person	-4.23
	CRILLE D. RILLIA, & RILLIA PALA	, " " " " " " " " " " " " " " " " " " "
•	west to a a later a serve	1
	A hely Alla Va A behording to Theube	1
*	WAYER M. BARNHART and ANGELIES E. BARNHART	
750 50	HAVE HE DANGERE AND THE PARTY OF THE PARTY O	- : (
	CTATE OF LICENSES	Tr. Cal
	) 55.	27.7
	COURTY OF LARANIK )	· A
	he hadare me by Orlens Wills this 4th	1 4 1 5
	day of August 1975. Witness my hand and official seal. My Compission	. A.
	P. VIII TOR TO A CONTROL OF THE PROPERTY OF TH	1.7.5
	Thomas G. Polyrood - Narray Polyr	
	CINNEY OF THE STATE OF	4
	MOTARY PUBLIC	
1	S E A L Jahy momentum marphase Arms 18, 1979	3.
	The second secon	
	STATE OF WYONING ) 114	
	) 45.	٠٠. ١
	COUNTY OF LARANTE )	
145 740	Subscribes and sporm to before me by Lloyd A. Rote and Wanty	11 12
Energy Color	H. Rote this 4th day of August 1975. Witness my hand and official	~
	seal. My Commission Expires	•
		,
	Aplacence G. Peterson - Notary Public	
	COUNTY OF TAME & NOTARY PUBLIC	
	CARAMIR WYOMING	
	My semerisator expires June 10, 1979	
	<del></del>	

	SIAIR OF WINDHAM	
	COUNTY OF LARANIE )	
	John Niland Subscribed and sworn to before me by Remona illand/this 4th day of August 1975. Witness my hand and official seal. My Commission	
	Expires:    Florence G. Pension - Notary Public	, iii
	S E A L WYOMING NOTARY PUBLIC	A M
	STATE OF WYOHING )  SS.  COUNTY OF LARANIE )	ST.
	Subscribed and sworn to before me by Orlene Mills, this 4th day of August 1975. Witness my hand and official seal. My Commission	<b>*</b>
	Expires:	1
٠	S E A LIARAME WYCHING NOTARY PUBLIC	
	My commission expires June 16, 1979	
	STATE OF WYOMING )  Gashon ) SS.  COUNTY OF temperate )	
A LINE	Subscribed and sworn to before me by Virginis Harris and Dale figures this 4th day of August 1975. Witness by hand and official seal.	
3,10	Manie F. K	
	Colorado	
	COUNTY OF LEGISLE )	
	Subscribed and sworn to before me by J. Dean Herritt and Margaret Merritt this 4th day of August 1975. Witness my hand and official seal. Hy Commission Expires: 4/28/78	
	THE STATE OF THE S	
	SEAL PUBLIC PUBLIC	
	STATE OF WYOHING ) SS.	
24	COUNTY OF LARANIE	
	Subscribed and sworn to before me by James K. Merritr and Virginia Merritt this 4th day of August 1975. Witness my hand and official eal.  My Commission Expires:	
	Fiforence Q. Paterson - Notary Poble	
	COUNTY OF PE & STATE OF PLOUSE IN VILLAGE	
	S E AL LARAMS WYOMING NOTARY PIBLIC	
	The same time the same cores requirement that the same cores r	

	STATE OF WYOHING )
	) SS. COINTY OF LARANIE )
	Subscribed and sworn to before my by Peter W. Cook and Kathy J. Cook this 4th day of August 1975. Witness my hand a 4 official scal. My Commission Expires:
	S E A LONG WATER OF MY COMMISSION STORE OF MY COMMISSION SPRITTER SAME 18, 1979
	STATE OF WYOMING )  SS.  COUNTY OF LARAMIE )
*.	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:    Flownce G. Felenon . Notory Public   State Of Output Outp
	STATE OF WYOMING ) ) SS.
	COUNTY OF LARAMIE )
	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:
	S E A L  LARAMIE  My commission expires June 18, 1979
	STATE OF WYONING )
	COUNTY OF LARANTE )
<u> 201</u>	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:  1AY 7. ALEN . NOTARY FURLE
	S E A L  LABORATE WYOMING NOTARY PUBLIC  AND COMMENT OF THE COMMEN
	STATE OF WYOHING )
	COUNTY OF LARANIE )
	Subscribed and sworr to before me by Gaylan D. White this 4th day of August 1975. Witness my hand and official seal. My Commission Expires:
**	S E A L My constitution and two 18, 179. NOTARY PUBLIC
	STATE OF WYOMING ) SS. COUNTY OF LARANTE )
	Singlified and sunre to before me by Wayne M. Barchart and Angeline E. Barchart this 4th day of Author 1975. Witness my hand and official scal. My Commission Expires:
BOOK	1044 SEAL NUTARY PUBLIC

STATE OF WYOMING COUNTY OF LARANIE 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. Tenence G. Peterson - Notary Public COLDITY OF STATE OF Notary Public WYOMING 10 447 C (TI) Individual! STATE OF CALIFORNIA COUNTY OF Los Angeles Sept. 5, 1975 - before me, the undersigned, a Votary Public in and for said State, premaily appeared Wayne M. Barohart and Angelina E. Barohart to be the person 5 whose name 5 are stherill d to the within instrument and acknowledged that they executed the same. WITNESS my hard and official my OF HICIAL SEAL IFRRI FREAR My comm supplies OCT 1, 1978 Terri Frear Name (Typed or Printed)

for the first of the same and the same of the

EIRST AMERICA

#### 1877 NO. 223982 JOHN B. HUISKAN, BOSTON



#### DECLARATION OF PROTECTIVE COVENANTS

24 May 1971 Resultations indicating, a preference,

<u>Invitation</u> or discrimination based
on race, odor, religion, sex, handison,
familial status, or national origin are

hereby deleted to the extent such restrictions violate 42 USC 3604(c).

MARIE MERRITT and ORLENE MILLS

to

THE PUBLIC:

and restrictions.

KNOW ALL MEN BY THESE PRESENTS: That All of the Lots and Blocks in LUNAR VIEW ESTATES, a subdivision of NEI/4 and NI/2SEI/4 of Section 17, Township 14 North, Range 66 West of the 6th P.M. in Laramie County, Wyoming, are now owned and neld 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

- 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

- 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 Hyday of \_\_\_\_ STATE OF WYOMING SS

COUNTY OF LARAMIE

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

Caur. HT LOUISSION LEPINES FRANCIST IS. 4 3

HIRST & APPLEGATE Law Offices

Fourth Floor Boyd Building

#### RECORDED DEC 2.3 1974 AT 4 OCIOCS L.



#### AMENDMENTS TO PROTECTIVE COVENANTS

ORLENE MILLS, Individually and ORLENE MILLS as Trustee

tc

THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS:

Restrictions including a procession of descrimination based on race, color, religion, sex, hardisal, 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 NEI/4 and NI/2SEI/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 NEl/4 and Nl/2SEl/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, APPLEGATE & DRAY
A Professional Corporation
Law Offices
200 Boyd Building
CHEYENE - 82001

BOOK 1023

163

20

A and I have

	STATE OF MYONING
	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 a d official scal. My Commission Expires:
	S E A LOPING STATE OF MYCHAING  My composition expires June 18, 1979  STATE OF WYCHING  COUNTY OF LARANCE  SS.
	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:    Rosence G. Polemon - Notory Public   STATE OF STATE OF STATE OF WYOMAINS   NOTTARY PUBLIC   NOTTARY P
	STATE OF WYOMING ) ) SS. COUNTY OF LARABIE )
	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 COUNTY OF WYOMING NOTARY PUBLIC NOTARY PUBLIC NOTARY PUBLIC
	STATE OF WYOMING ) SS. COUNTY OF LARAMIE )
že	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:  LAY F. ALEN . NOIARY PUBLIC  COUNTY OF TALE (N. MOTARY PUBLIC)  NOTARY PUBLIC  My commission suples Apr. 9, 1979
	STATE OF WYOHING ) ) SS. COUNTY OF LARAMSE )
	Subscribed and sworr to before me by Gavian D. White this 4th day of August 1975. Witness my hand and official seal. My Commission Expires:    Florence C. Felerson - Notony Pulls   County of Call Staff D   A   A   A   A   A   A   A   A   A
⊕ <b>≆</b>	S E A L My concresion and the 18, 179.  NOTARY PUBLIC
•	STATE OF WYOMING ) SS.
	Angeline E. Barmbart this 4th day of Aughet 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

whole or in part at any time.
Dated this osh day of Narraham 1074
Dated this 25th day of November 1974.
ORLENE MILLS, a single person, ORLENE MILLS, Trustee of the Testimentary Trust of MARIE MERRITT, Deceased
Should A. ROTE and NANCY MY ROTE
RAMONA DALTON, a single person
ORLENS NILLS, a single person
VIRGINIA HARRIS and DALE HARRIS
J. DEAN (SYMMY) MERRITT and MARGARET MERRITT
JAMES K. (HYDE) MERRITT and VIRGINIA MERRITT
STATE OF WYOMING )
COUNTY OF LARAMIE )
Subscribed and sworn to before me by Orlene Mills this 25th day of November 1974. Witness my hand and official seal. My Commission Expires:
SEAL House D. Folgon
FLORENCE A PETERSON - NOTARY PURICE Country of State of Laternine 1 Woman.  My Commission Expires Jace 18, 1975
HIRST, APPLEGATE & DRAY

> A Professional Corporation Law Offices 200 Boyd Building CHEYENNE - 82001

BOOK 1023

EIRST AMERIC

STATE OF WYOMING SS. COUNTY OF LARAMIE Subscribed and sworn to before me by Lloyd A. Rote and Nancy M. Rote this 357 day of November 1974. Witness my hand and official seal. My Commission Expires: Witness my SEAL STATE OF WYOMING SS. COUNTY OF LARAMIE Subscribed and sworn to before me by Ramona Dalton this 25th day of November 1974. Witness my hand and official My Commission Expires: seal. FLORENCE . PETERSON - NOTARY PUBLIC SEAL Coming. 1.114 1 . 1. 1775 STATE OF WYOMING SS. COUNTY OF LARAMIE Subscribed and sworn to before me by Orlene Mills, day of November 1974. Witness my hand and official My Commission Expires: SEAL Charle ١. 1414 ; \* : • \* ; 19 8 5 7 7 15 1" STATE OF EXOMING COUNTY OF TARIFFE Subscribed and sworn to before me by Virginia Harris cardinale Harris this /9 day of Kevember 1974. Witness my hand cardinal seal. My Commission Expires: 11.25.26 NOTARY PUBLIC STATE OF WYOMING COUNTY OF LARANIE 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: 4'75452 A FEREN . T SEAL Courts if Shi NOTARY PUBLIC i Uştanıng My Commission Er er Jine 13, 1975

HIRST, APPLEGATE & DRAY

A Professional Corporation

Law Offices

200 Boyd Building

CHEYENNE - 82001

BOOK 1023

166

2.8

FIRSTAMEN

STATE OF WYOMING

SS.

COUNTY OF LARAMIE

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

SEAL

NOTARY PUBLIC

Paragraph to be not to a proceed position of the control of the co

HIRST, APPLEGATE & DRAY

Professions Commission

Law Offices

200 Bown Juilding

CHEYEME: - 95001

BOOK 1023

167

COL

### RECORDER FEB 20 1970 AT 3:42 O'CLOCK PM RECEPTION NO. 190562 JOHN B. HUISMAN, RECORDER

DOK SIS

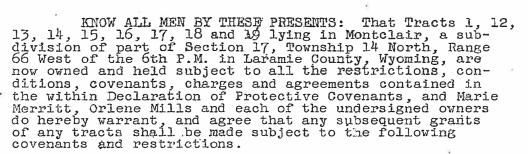
#### DECLARATION OF PROTECTIVE COVENANTS

Febr. 20th 1970

MARIE MERRITT, ORLENE MILLS, et al

to

THE PUBLIC:



- l. 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

ALRST AMERIC

المرادية والمرادة

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.
- ll. Enforcement shall be by proceeding at law or in equitey against any person or persons violating or attempting to violate any covenants either to restrain violation or recover damages.
- 12. 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 2011.day of February, 1970.

Oriene Mills

Marie Merritt

STATE OF WYOMING SS:

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

PUBLIC ENTERIOR STATE OF THE PUBLIC P

Notery Public Types