

420407

DECLARATION OF RESTRICTIVE  
AND PROTECTIVE COVENANTS FOR  
LATIGO HILLS FILING NO. 1  
(COMMERCIAL AREA)

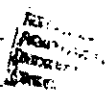
HOUSING SERVICES, INC., fee owner of the following described real property located in the County of Campbell, State of Wyoming, the same being the real property now duly platted as LATIGO HILLS FILING NO. 1, a subdivision of the County of Campbell, as such plat is now recorded in Book 2 of Plats, pages <sup>63-67</sup> ~~A~~ of the records in the office of the County Clerk and Recorder of Campbell County, Wyoming, hereby makes the following declaration as to the limitations and restrictions which will apply to the lots and block within said subdivision set forth below and hereby specifies that such declaration shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners within said lots and block, to-wit:

A. PURPOSE OF COVENANTS

The purpose of these covenants is to insure the use of the lots and block described below for attractive commercial purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of said lots, to maintain the desired tone of the community, and to protect the present and future value of sites within said block, with no greater restriction on the free and undisturbed use by each site owner within said block of his site than is necessary to insure the same advantages to the other site owners within said block.

STATE OF WYOMING }  
Campbell County } ss. 420407  
Filed for record this 27th day of May  
A. D., 19 77 at 10:10 o'clock a. M. and re-  
corded in Book 378 of Photos  
on page 173 Fees 4.6.00

County Clerk and Ex-Officio Register of Deeds  
By Bernice W. [Signature]  
Deputy



B. COMMERCIAL AREA COVENANTS

The following restrictive covenants shall hereafter apply to all lots in Block 12:

No lot owner shall commence construction of any building, structure, road, parking area, embankment or other improvement, including alterations or replacements thereof, without obtaining the prior written consent and approval of Housing Services, Inc., its successors and assigns, as to the following details and characteristics of the proposed improvements:

1. location of all proposed buildings, structures, roads, parking areas and embankments on each building site;
2. set back distances of all proposed improvements from adjacent lot lines and all existing or proposed improvements on adjacent lots or building sites;
3. height of all proposed structures;
4. architectural design of all proposed structures;
5. landscaping plans;
6. access to and from the site;
7. all proposed fencing, walls, and signs to be erected on the site;
8. architectural and engineering plans and specifications for all proposed structures;
9. exterior building materials and colors; and
10. density of proposed structures within the site.

C. GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding upon all persons claiming under them

L 6

L 2 -

L 1

420406

DECLARATION OF  
RESTRICTIVE AND PROTECTIVE COVENANTS  
FOR LATIGO HILLS FILING NO. 1  
(RESIDENTIAL AREAS)

HOUSING SERVICES, INC., fee owner of the following described real property located in the County of Campbell, State of Wyoming, same being the real property now duly platted as LATIGO HILLS FILING NO. 1, a subdivision of the County of Campbell, as such plat is now recorded in Book 2 of Plats, pages 63-67 of the records in the office of the County Clerk and Recorder of Campbell County, Wyoming, hereby makes the following declaration as to limitations, restrictions, and uses to which the lots or tracts constituting such subdivision may be put, and hereby specifies that such declaration shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision, to wit:

A. PURPOSE OF COVENANTS

The purpose of these restrictions is to insure the use of the lots and blocks described below for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

B. RESIDENTIAL AREA COVENANTS

1. The following restrictive covenants shall hereafter apply to all lots in Blocks 6, 7 and 8:

STATE OF WYOMING

Campbell County

ss. 4 20 1977

Filed for record this 27th day of May  
A. D. 1977 at 10:08 o'clock a.m. and recorded in Book 378 of Photos  
on page 167. Fees \$10.50

County Clerk and Ex-Officio Register of Deeds

By Deputy

RECORDED  
INDEXED  
MAY 27 1977

d. Nuisances. No noxious or offensive activity shall 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.

e. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

f. 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 the construction and sales period.

g. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

h. Livestock and Poultry. No animals, livestock, or poultry or any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

i. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

j. Water Supply. No individual water-supply 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 Wright Water and Sewer District, Wright, Wyoming. Approval of such system as installed shall be obtained from such authority.

k. Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Wright Water and Sewer District, Wright, Wyoming. Approval of such system as installed shall be obtained from such authority.

l. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

m. Land Near Parks. No building shall be placed nor shall any material or refuse be placed or stored on any lot within five feet of the property line of any park.

n. Parking of Vehicles. Parking of trailer campers, truck campers, bus campers, boats and boat trailers

and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 48 hours, when parked on the street in front of a residence or on the front driveway or parking area between the front building line and the street.

2. The following restrictive covenants shall hereafter apply to all lots in Block 5:

a. All of the restrictive covenants applicable to Blocks 6, 7 and 8 shall apply to all lots in Block 5.

C. GENERAL PROVISIONS

1. Term. 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 thirty years from the date these covenants are recorded, after which time said 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 change said covenants in whole or in part.

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

3. Severability. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned owner has hereunto set its hand and seal as of the 20th day of May, 1977.

HOUSING SERVICES, INC.

By *R. E. Huft*  
R. E. Huft

Title: Vice President



*[Signature]*  
Secretary

STATE OF COLORADO )  
CITY AND COUNTY OF DENVER ) ss.

The foregoing instrument was acknowledged before me by  
Robert E. Huff, as Vice President of HOUSING SERVICES, INC.,  
this 16<sup>th</sup> day of May, 1977.

Witness my hand and official seal.



[Signature]  
Notary Public

My Commission expires Oct. 14, 1980.

426968

FIRST AMENDMENT TO DECLARATION  
OF RESTRICTIVE AND PROTECTIVE COVENANTS FOR  
LATIGO HILLS FILING NO. 1  
(RESIDENTIAL AREAS)

SCHUCK & SONS CONSTRUCTION CO., INC. an Arizona corpora-  
tion having offices at S205 North 67th Avenue, Glendale,  
Arizona 85301, fee owner of the following described property  
in the County of Campbell, State of Wyoming:

Lot 1, Lot 16 and Lot 18 of Block 7 of  
Latigo Hills Filing No. 1, a part of  
Sections 27 and 34, Township 44 North,  
Range 72 West. 6th P.M., County of  
Campbell, State of Wyoming, according  
to the plat filed for record May 27,  
1977 in Book 2 of Plats, pages 63 to  
67 in the records of Campbell County,  
Wyoming.

And HOUSING SERVICES, INC., a Delaware corporation having  
offices at 1500 Security Life Building, Denver, Colorado 80202,  
fee owner of all of the remaining lots in Block 7 and all lots  
in Blocks 5, 6 and 8 of Latigo Hills Filing No. 1 hereby amend  
the Declaration of Restrictive Covenants for Latigo Hills Filing  
No. 1 (Residential Areas), dated May 20, 1977, and filed for  
record May 27, 1977 in Book 378 of Photos, on pages 167 to 172,  
in the records of Campbell County, Wyoming (the "Declaration"),  
as follows:

1. The following additional restrictive covenant shall apply  
to all lots in Blocks 5, 6, 7 and 8:
  - a. No mobile home or trailer shall be temporarily or  
permanently placed, parked, erected, or maintained  
on any lot, for residential purposes, for incidental  
use or for any other purpose whatsoever. This  
restriction shall not apply to any trailer parked  
wholly within a garage attached to a residential  
structure on any lot.

STATE OF WYOMING }  
Campbell County } ss.  
Filed for record this 7th day of October  
A. D., 19 77 at 9:08 o'clock A. M. and re-  
corded in Book 393 of Photos  
on page 501 Fees \$ 6.00 RECORDED  
Clifford E. Adderson ABSTRACTED ✓  
County Clerk and Ex-Officio Register of Deeds

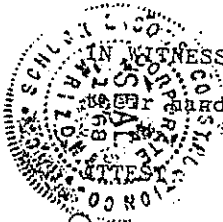


- b. "Mobile Home," as used in this document, means a structure, transportable in one or more sections, which is eight feet or more in width and is thirty-two feet or more in length and which is built on a permanent chassis and designed to be used when connected to required utilities as a dwelling, with or without permanent foundation.
- c. The intent of this covenant is to restrict the use of the lots to private dwellings of a conventional nature, and to exclude all other structures except necessary out buildings. This covenant shall not exclude factory-built housing of a conventional type, although not constructed on the premises (excluding mobile homes).

2. All of the terms and conditions of the Declaration shall apply to the covenant set forth above.

IN WITNESS WHEREOF, the undersigned owners have hereunto set hands and seals as of this 30<sup>th</sup> day of September, 1977.

SCHUCK & SONS CONSTRUCTION  
CO., INC.



Joseph J. Schuck Secretary  
Kent G. Schuck Vice President

HOUSING SERVICES, INC.



W. Short Assistant Secretary  
[Signature] Vice President