

STATE OF WYOMING     )  
  ) SS:  
COUNTY OF LARAMIE    )

**Antelope Meadows, LLC  
TO  
THE PUBLIC**

**DECLARATION OF PROTECTIVE COVENANTS FOR  
ANTELOPE MEADOWS 3<sup>rd</sup> FILING**

KNOW ALL MEN BY THESE PRESENTS that Antelope Meadows, LLC, a limited liability company, organized under the laws of the State of Wyoming, being the owner in fee simple of all the real property in the Recorded Record of Survey known as Antelope Meadows 3<sup>rd</sup> Filing, does hereby covenant, agree, and make the following Declaration of Protective Covenants.

**ARTICLE I. INTENT AND SCOPE OF COVENANTS**

Section 1: Intent. Declarant hereby declares that, with the exception of Tract 31, all of the above real property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following easements, limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance for the plan for the improvement of such real property, established and agreed upon for the purposes of enhancing and perfecting the value, desirability and attractiveness of such real property and every part thereof.

Section 2: Scope. This Declaration of Protective Covenants applies to Tracts 29-30, 32-56 of Antelope Meadows 3<sup>rd</sup> Filing, a Recorded Record of Survey, situated in a portion of Section 27 and in a portion of Section 28, Township 14 North, Range 64 West of the 6th P.M., Laramie County, Wyoming, more particularly described in Exhibit A, attached hereto.

Section 3: Declaration. All of the following easements, limitations, restrictions, covenants and conditions shall run with the above described real property and any additional real property added to this declaration as set forth in Article , and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the above described real property or any part thereof, and their heirs, successors and assigns.

## ARTICLE II: DEFINITION OF FREQUENTLY USED TERMS

Section 1: “Declarant” shall mean and refer to Antelope Meadows, LLC by and through the managing member executing this Declaration of Protective Covenants.

Section 2: “Owner” shall mean and refer to the record owner(s), whether one or more persons, of fee simple title to any Tract (or in the event of a “Contract for Deed” transaction involving any tract, the Purchaser(s) thereunder), but, excluding those having such interest solely as security for the performance of any obligation, in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof.

Section 3: “Property” shall mean all of the real property within Antelope Meadows 3<sup>rd</sup> Filing, excluding tract 31 subject to this Declaration of Protective Covenants (as described above in Article I, Section 2), more particularly described in Exhibit A.

Section 4: “Tract” shall mean the individual lots contained within the Recorded Record of Survey for Antelope Meadows that have a minimum size of 35 acres.

## ARTICLE III: USES AND RESTRICTIONS

Section 1: Principal Use. It is intended that the Tracts within the Property shall be exclusively used and occupied as rural single-family residential homesites for the full enjoyment of the Owner thereof subject to the covenants contained herein.

Section 2: Nuisances. No noxious or offensive activity shall be conducted on any tract which is or may become a nuisance, disturbance or annoyance to others. No tract shall be used in whole or in part for the storage of any property or thing that will cause such tract to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material, emit foul odors, or that which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

Section 3: Commercial Enterprise. Commercial, business or professional activity, including home occupation, that is in compliance with the zoning regulations and permitting process of the County of Laramie for land zoned Rural Residential is permitted within the Property so long as (i) an occupied single-family residential dwelling is located on the Tract and (ii) the commercial activity complies to the following restrictions: (i) all commercial activity is confined within an enclosed work area; (ii) Owners may not have employees (other than owners), (iii) there is no solicitation or invitation of the general public nor any sign relating to such activity displayed or utilized thereon; (iv) Owners may have a limited number of business patron(s) visit the dwelling; (v) no sound shall be emitted which is unreasonably loud or annoying to neighboring Owners; (vi) no odor shall be emitted which is noxious or unreasonably offensive to

neighboring Owners; (vi) materials necessary for commercial activity shall be stored within a structure or screened from view of street and neighboring Owners; (vii) the activity does not result in excessive delivery vehicle traffic to the property for the purpose of delivering or picking up business-related items; and (viii) the activity complies in all other respects with this Declaration. Notwithstanding anything contained herein to the contrary, the following commercial business activities shall not be permitted upon any Tract within Antelope Meadows:

- (1) Body or mechanical repair to include any modification, assembly or painting of motor vehicles and repair of internal combustion engines, or any business where the following services are carried: general repair, engine rebuilding or reconditioning of motor vehicles, collision service such as body, frame and fender straightening and repair, painting and undercoating of automobiles and/or the sale of engine fuels, motor oils, lubricants, grease, tires, batteries and accessories. This exclusion is not intended to prohibit an Owner from working on his/her own personal vehicle(s) – including maintenance, repair, refurbishing, rebuilding – as long as such activity is within a completely enclosed garage or outbuilding which completely screens the sight and sound of the activity from adjoining property.
- (2) Commercial storage of inoperable motor vehicles and appliances used for the purposes of selling parts.
- (3) Commercial storage and sale of salvaged metals and materials.
- (4) Mining, quarrying, drilling, boring or exploration for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel or earth, provided, however, drilling for water for rural residential use shall be allowed to the extent approved by all governmental bodies having regulatory authority over such activities.

Notwithstanding the foregoing, Declarant or its nominee, their successors and assigns, may use any portion of the Property owned by Declarant in connection with real estate effort. In addition, the commercial signage located along Interstate 80 that is situated on Property as of the date of this recording shall not be deemed to be in violation of this Declaration.

Section 4: Dumping/Trash. No metals, junk cars, appliances, building materials, bulk materials, scrap, refuse, debris, garbage or trash shall be kept, stored or allowed to accumulate on any tract. Normally occurring refuse, garbage and trash shall be kept at all times in a covered container which shall be kept within the garage, except for the day prior to refuse collection by a refuse hauling company. A tract owner bears the responsibility to ensure at all times that no trash, debris or material of any kind be allowed to blow off the Tract.

Section 5: Vehicles/Equipment. No vehicles, trailers, watercraft, or any vehicular equipment shall be parked along any of the public or private roadways, which serve or abut the Property. Unlicensed, unused, stripped-down, partially wrecked,

immobile or inoperative vehicles, must be parked within a garage or outbuilding.

Section 6: Mobile Homes and Relocated Homes Prohibited. No mobile homes shall be permitted upon the Property. For purposes herein, a mobile home is distinguished from a factory-built modular home by the retention of the sub-floor frame used for transporting and by a failure to meet or exceed the construction specifications delineated in the Uniform Building Code, or equivalent. Factory-built modular homes built to HUD specifications are not permitted. Pre-existing "stick-built" homes or factory-built modular homes that are more than five years old which are proposed to be relocated from other locations are also not permitted.

Section 7: "Stick-Built" and Factory-Built Modular Homes Permissible. Stick-built homes constructed on site are permitted subject to the improvement standards as provided for in Article IV hereinafter. Additionally, factory-built modular homes that meet or exceed the 1997 Uniform Building Code specifications are also permitted if they have a minimum width of twenty four (24) feet and they meet the improvement standards as provided for in Article IV hereinafter. Modular homes must be permanently affixed to a poured concrete foundation, a concrete block foundation, or a concrete slab on grade foundation, which extends around the entire perimeter of the structure with a crawl space or basement. Additionally, any modular home must have a pitched roof with no less than a 4/12 slope.

Section 8. Temporary Structures. No temporary buildings, improvements or structure shall be placed upon any tract, except by Declarant for use in connection with the sale of tracts, or except for one construction office per tract during the period of construction of a single family residence for a maximum period of one year or except for a temporary tent for a particular social, cultural, entertainment or recreational purpose of short term duration.

Section 9: Signs. No sign of any kind shall be displayed to the public view on any tract except for (i) those promoting the sale or rent of the subject property of customary sized and nature; (ii) to caution or warn of danger; and (iii) for identification purposes to the extent requirement by governmental authority. All commercial signage in existence prior to the date of this Declaration that are located along Interstate 80 are exempted from this provision.

Section 10. Damage or Destruction of Improvements. In the event of complete or partial damage or destruction of any improvements on a tract for any reason whatsoever, the Owner shall promptly proceed to repair and replace such improvements as though such repair or replacement involved construction of an original structure or shall promptly proceed to raze the improvement and restore the tract to the condition it was prior to the commencement of construction of any improvement upon it.

Section 11: Further Division Restriction. Except for subdivision activities conducted by Declarant, no tract within the Recorded Record of Survey may be subdivided or otherwise split into two or more smaller tracts nor may a fractional portion

thereof be sold or conveyed so as to be held in divided ownership. No Tract in this development shall be less than 35 acres.

Section 12. Recorded Easements and Rights of Way. In addition to all easements and rights of way of record at or before the recording of this Declaration, the Property and all portions thereof, shall be subject to the easements and rights of way as shown on any recorded Plat affecting the Property, or any portion thereof.

Section 13. Declarant's Use. Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible and proper for Declarant, its employees, agents and contractors, to perform such reasonable activities, and to maintain upon portions of the Properties such facilities as Declarant deems reasonably necessary or incidental to the development and sale of Lots, and construction, erection and installation of Improvements on the Properties, specifically including without limiting the generality of the foregoing, maintaining business offices, storage areas, construction yards and equipment, signs, model units, sales offices, parking areas and lighting facilities. The Declarant shall further have the right, at any time from time to time, to permit one or more of the Participating Builders, if any, to exercise any of the rights granted to and reserved by Declarant in this Section 15, whether or not the Declarant may also be exercising one or more of such rights then or in the future.

#### **ARTICLE IV: STANDARDS RELATING TO IMPROVEMENTS**

The following standards create a minimum code of uniformity for the construction of homes and/or outbuildings with the Recorded Recovery of Survey.

Section 1: Minimum Square Footage. The principal dwelling on any tract must have a minimum fully enclosed ground-floor area devoted to living purposes of no less than one thousand two hundred (1,200) square feet; except if said dwelling has multiple levels, the minimum living area of the first floor area may be reduced, provided that the total living area of the multiple levels is not less than one thousand four hundred (1,400) square feet. Said minimum square footage standards are exclusive of basements, walkout basements, porches, terraces, and attached garages.

Section 2: Minimum Setbacks. With the exception of fencing, improvements constructed or situated on Tracts must be located at least one hundred (100) feet from any property line and/or road easement. This setback requirement shall pertain to any and all permanent improvements of any nature including, but not limited to, wells and septic systems. If an Owner is combining two or more Tracts as a homesite, the interior lot lines of said combined parcel may be disregarded and the applicable setbacks shall be computed from the exterior lot lines of said combined parcel.

Section 3: Underground Utilities. All utility lines from the utility easement to the structure (and from structure to structure on the tract) shall be placed and maintained underground and shall be the responsibility of the Owner, builder and/or

utility company. All utilities lines in existence prior to the date of this Declaration that supply power to improvements on Property shall be exempted from this provision.

Section 4: Barns/Stables/Outbuildings. Construction of any barns, stables or outbuildings shall not precede, but may be contemporaneous with, the construction of a residence on a Tract. In no event may a barn, stable or outbuilding be utilized until the residence is complete and occupied.

Section 5: Driveway Construction. Vehicular access to each Tract shall be limited to two points of ingress/egress ("Driveway") onto the common roads of Antelope Meadows. During construction of a Driveway, at least one eighteen (18) inch culvert of twelve (12) feet in length shall be placed in the base of the drainage ditch along side the road, over which the Driveway shall be built. In those circumstances where a Driveway intersects a road in a "One Hundred Year Flood Plain" as delineated by the Recorded Record of Survey, Owner shall place two eighteen (18) inch culverts each of twelve (12) feet in length.

#### **ARTICLE V: ANIMALS**

Section 1: Domestic Pets. Subject to the provisions of Article III, Section 2 of the Declaration, commonly accepted domestic pets may be kept on all Tracts. All such domestic pets will be under the control of the Owner at all times and will not be allowed to run free off an Owner's tract. Habitually barking, howling or yelping dogs shall be deemed a nuisance.

Section 2: Horses, Cows, Sheep, Llamas and Swine. In an effort to prevent extreme and/or severe grazing of native vegetation within Antelope Meadows, no more than a two (2) horses, cows, sheep and/or llamas, collectively and in the aggregate, may be kept on each Tract unless adequate barn/stable facilities and adequate non-grazing feeding arrangements are provided by Owner. Swine shall not be permitted to be maintained within Antelope Meadows with the exception of those temporarily held for 4-H, FFA or other non-commercial projects with a limited scope and duration. Notwithstanding the foregoing, all such activities shall be subject to the provisions of Article III, Section 2 of the Declaration.

#### **ARTICLE VI: GENERAL PROVISIONS**

Section 1: Enforcement and Remedies. These covenants, conditions and restrictions may be enforced by any legal or equitable Owner(s) or the Declarant and their successors and assigns, by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant(s). Such judicial proceedings shall be for the purpose of removing a violation, for recovery of damages for any violation, or for such other and further relief as may be available. The party found to have violated these Covenants shall be responsible for the reasonable attorney's fees and

costs incurred by the Owner(s) or Declarant in the proceedings either to enjoin a violation or for the recovery of the damages.

The failure to enforce or cause the abatement of any violation of these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or a different provision within these Covenants and in no event shall such a change in character be deemed a waiver of any provision in the Declaration or an estoppel of any rights or defenses provided for in the Declaration. Nor shall a change in character of the Property preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or a different provision within these Covenants, and in no event shall such a change in character be deemed a waiver of any provision in the Declaration or an estoppel of any rights or defenses provided for in the Declaration.

Although it is a right, it is neither the obligation nor the duty or responsibility of the Declarant to prosecute violations of these Covenants on behalf of any Owner(s). Under no circumstances shall an Owner bring any claim, demand, or action against the Declarant relating in any way to or arising from a violation or claimed violation of the Covenants by another Owner and it is agreed that any such claim asserted against Declarant, its successors or assigns, in any forum shall be forthwith dismissed with prejudice.

Section 2: Duration and Amendment. The Covenants and Restrictions of this Declaration of Protective Covenants shall run with and bind the Recorded Record of Survey for a term of twenty (20) years from the date this Declaration of Protective Covenants is recorded in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years each, unless terminated at the end of any such period by written vote of two-thirds (2/3) or more of the then record Owner(s).

This Declaration of Protective Covenants may be amended in whole or in part during the first twenty (20) year period by a written instrument executed by two-thirds (2/3) or more of the then record Owner(s).

Any amendment to this Declaration of Protective Covenants which occurs during the first five (5) years must also be approved in writing by the Declarant (or their successors) in order to be valid. Any termination or amendment, which has been approved by the Declarant, must be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.

Whenever a vote of the Owners is required in this Declaration of Protective Covenants, an Owner shall be entitled to one (1) vote for each tract owned. Two (2) or more persons owning a tract (e.g., joint ownership by a husband and wife, etc.) shall collectively be entitled to one (1) vote per Tract.

Section 3: Benefits and Burdens. The terms and provisions contained in this

Declaration of Protective Covenants shall bind and inure to the benefit of the Declarant and the Owner(s) of the Tracts located within the Recorded Record of Survey and their respective heirs, successors, personal representatives, and assigns.

Section 4: Severability. Invalidation of any one of the provisions or restrictions in this Declaration of Protective Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 5: No Liability. Neither Declarant, Antelope Meadows, LLC, members of Antelope Meadows, LLC, Michael Staheli, or any successors or assigns of the aforementioned shall be liable for damages or otherwise liable to anyone or to any Owner(s) by reason of mistake in judgment, negligence, nonfeasance or for any act or omission whatsoever arising out of or in any way related to any of the covenants or provisions in this "Declaration of Protective Covenants" in its entirety and by taking or acquiring their interest subject to the this "Declaration of Protective Covenants" with constructive, actual or inquiry notice thereof and becoming bound by this "Declaration of Protective Covenants" each such individual or entity hereby by releases any such claims for relief, causes of actions, liens, demands, rights, damages, costs, attorneys fees, interest, expenses and any compensation or damages whatsoever which they may now have, or which may hereafter accrue against Declarant, Antelope Meadows, LLC, members of Antelope Meadows, LLC, Michael Staheli, or any successors or assigns of the aforementioned, including but not limited to, contractual or ex-contractual, statutory, at common law, in equity or otherwise

IN WITNESS WHEREOF, this Declaration of Protective Covenants has been executed this 24 day of September, 2003.

ANTELOPE MEADOWS, LLC, Grantor

By: Brookside Development, LLC its  
Managing Member.

By:   
\_\_\_\_\_  
Michael Staheli, Owner



**Exhibit A**  
**to the Declaration of Protective Covenants**  
**for Antelope Meadows**

LEGAL DESCRIPTION

Township 14 North, Range 64 West, 6<sup>th</sup> P.M., Laramie County, Wyoming

All of Section 27 SAVING AND EXCEPTING Tract 31 (created by Antelope Meadows 3<sup>rd</sup> Filing) and that portion thereof which is the right-of-way for State Highway 217 as conveyed to the Wyoming State Highway Commission by that certain Warranty Deed recorded in Book 664 at page 193 on the 17<sup>th</sup> day of September, 1959, at the office of the Laramie County Clerk and Ex-Officio Register of Deeds and ALSO SAVING AND EXCEPTING that portion of the N1/2 of said Section 27 which is the right-of-way for Interstate Highway 80 as conveyed to the State Highway Commission of Wyoming by that certain Warranty Deed recorded in Book 769 at page 308 on the 18<sup>th</sup> day of September, 1963, at the office of the Laramie County Clerk and Ex-Officio Register of Deeds.

Subject to the right-of-way for U.S. Highway 30 as granted to the State of Wyoming by that certain Right-of-Way Easement recorded in Book 415 at page 310 on the 5<sup>th</sup> day of February, 1946, at the office of the Laramie County Clerk and Ex-Officio Register of Deeds.

The NE1/4 TOGETHER WITH the S1/2 of Section 28 SAVING AND EXCEPTING that portion of the N1/2 of the NE1/4 thereof which is the right-of-way for Interstate Highway 80 as conveyed to the State Highway Commission of Wyoming by that certain Warranty Deed recorded in Book 769 at page 309 on the 18<sup>th</sup> day of September, 1963, at the office of the Laramie County Clerk and Ex-Officio Register of Deeds.

Subject to the right-of-way for U.S. Highway 30 as granted to the State of Wyoming by that certain Right-of-Way Easement recorded in Book 415 at page 310 on the 5<sup>th</sup> day of February, 1946, at the office of the Laramie County Clerk and Ex-Officio Register of Deeds.