



First American Title™

These documents are provided by First American Title as a courtesy to you. Should you have any questions regarding these documents, please contact your Realtor or a Real Estate Attorney.

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.

**COVENANTS CREATING BUFFER ZONE
AND OBLIGATION TO MAINTAIN PRIVACY FENCE**

These *Covenants Creating Buffer Zone and Obligation to Maintain Privacy Fence* (Covenants) are entered into as of the 13th day of August, 2003, by and among the following owners of adjoining real estate:

Grand Villa Corp., 2017 Alsop Lane, Laramie, Wyoming, 82072
(Grand Villa);

TOG Development, Inc., a Wyoming Corporation, 1267 North 15th,
Laramie, Wyoming, 82070 (TOG); and

Binford Square Condominium Association, Laramie, Wyoming,
82070 (Binford Square),

collectively referred to as the "Parties."

I. RECITALS.

A. Grand Villa is the owner of property described as Lot 9, Block 5, Fairfield Addition, City of Laramie, Albany County, Wyoming (Lot 9).

B. TOG Development, Inc., and Binford Square Condominium Association are the owners of lot 10, Block 5, Fairfield Addition, City of Laramie, Albany County, Wyoming, (Lot 10) which is adjacent to Grand Villa's property.

C. On April 22, 1997, Grand Villa purchased Lot 9 from TOG pursuant to a Buy-Sell Agreement which provides, *inter alia* as follows:

2. Seller agrees, if Lot 10 is developed for commercial or business use, a 15 foot buffer zone will be created on the west property line of lot 10, along with a six foot high privacy fence placed in the center of the buffer zone and further agrees to provide and maintain landscape screening on the east side of the privacy fence. Purchaser agrees to provide and maintain landscaping on the west of the privacy fence.

D. Lot 10 has been developed in part, and will be further developed, for commercial business use. Pursuant to the foregoing Buy-Sell Agreement, TOG caused to be erected a six foot tall privacy fence, located 7.5 feet east of the western property line of Lot 10 (Privacy Fence). The Privacy Fence is located along the length of the western border of Lot 10, in the middle of the buffer zone and 7.5 feet in from the western property line of Lot 10, excepting for a jog in the fence line on the southern border of Lot 10.

E. The parties desire to impose these Covenants on Lots 9 and 10 for the continued maintenance of the Privacy Fence and buffer zone, and to insure that the use and maintenance of the 7.5 foot buffer area available for use by Grand Villa remains permissive.

II. AGREEMENT.

In consideration of the foregoing Recitals, the terms and conditions contained in these Covenants, and other good and valuable consideration, the sufficiency and receipt of which are hereby admitted, the Parties agree as follows:

1. **Establishment of Buffer Zone.** TOG and Binford Square, for themselves, their heirs and assigns, (collectively the "Lot 10 Owners") convey to Grand Villa, its successors and assigns, for the benefit of Lot 9, a buffer zone area fifteen (15) feet wide along the western border of Lot 10. The Lot 10 Owners covenant that no buildings or other structures, other than the fence, will be constructed above the surface within the buffer zone area. Nothing contained in this Covenant shall prohibit the establishment of trees, shrubs or other vegetation within the buffer zone area.

QW

2. Continued Maintenance of Privacy Fence. The Lot 9 Owner covenants to maintain in good condition, and replace if necessary, the Privacy Fence, in its existing location. It is agreed that if the Privacy Fence is rebuilt, it will be rebuilt in its present location and at least at its present height.

3. Admission of Permissive Use. Grand Villa, its successors and assigns, agree that the Privacy Fence is not the boundary between the parties' respective properties and that the true boundary line between Lot 9 and Lot 10 is as shown on the Fairfield Addition Plan filed with the Albany County Clerk and Ex-officio Registrar of Deeds.

4. License to Use. The owners of Lot 10 grant to the owners of Lot 9 a license to use and enjoy all that portion of Lot 10 which lies west of the Privacy Fence.

5. Assumption of Obligation to Maintain. Grand Villa, its successors and assigns, agree to perform all cosmetic repairs on the west side of the Privacy Fence and to maintain the lawn, shrubs and trees located in the buffer zone on the west side of the Privacy Fence.

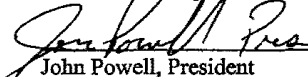
6. Structural Repairs. The owner of Lot 9, its successors and assigns, agrees to be responsible for all structural repairs and/or replacement of the Privacy Fence. and for the maintenance of the buffer zone on the west side of the Privacy Fence.

7. Term and Covenant Running with the Land. These Covenants shall operate as covenants running with Lots 9 and 10, and shall bind all parties, their respective heirs, executors, administrators, and assigns so long as Lot 10 is used for commercial purposes.

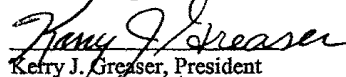
8. Hold Harmless. Grand Villa, its successors and assigns, agree to hold harmless the owners of Lot 10 from and against any and all losses, claims, or suits arising out of any act of negligence of Grand Villa or its invitees arising from their use of the buffer zone.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

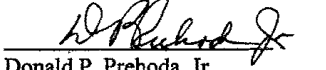
Grand Villa Corporation:

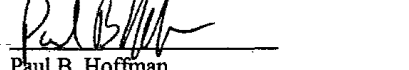

John Powell, President
Dated: 8-20-03

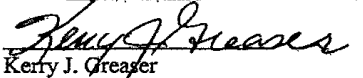
TOG Development, Inc.:

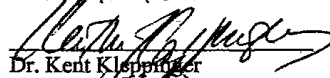

Kerry J. Greaser, President
Dated: 8/25/03

Binford Square Condominium Association (by its Members):


Donald P. Prehoda, Jr.
President, Hospice of Laramie, Inc.
Dated: 8-25-03


Paul B. Hoffman
General Manager, Hoffman Properties, LLC
Dated: 8/26/03


Kerry J. Greaser
President, TOG Development, Inc
Dated: 8/25/03


Dr. Kent Klenzinger
Dated: 8/26/03

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing Covenants Creating Buffer Zone and Obligation to Maintain Privacy Fence was acknowledged before me by John Powell, President of Grand Villa Corp., on this 20th day of August, 2003.

Witness my hand and official seal.



Pamela Marie Head
Notary Public

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing *Covenants Creating Buffer Zone and Obligation to Maintain Privacy Fence* were acknowledged before me by **Kerry J. Greaser, President of TOG Development Inc.**, on this 25th day of August, 2003.

Witness my hand and official seal.

Sabrina S. Swanson
Notary Public

My commission expires: April 9th 2005

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)



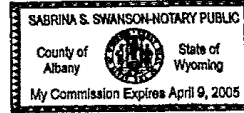
The foregoing *Covenants Creating Buffer Zone and Obligation to Maintain Privacy Fence* were acknowledged before me by **Kerry J. Greaser, President of TOG Development, Inc., a member of the Binford Square Condominium Association**, on this _____ day of August, 2003.

Witness my hand and official seal.

Sabrina S. Swanson
Notary Public

My commission expires: April 9th 2005

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)



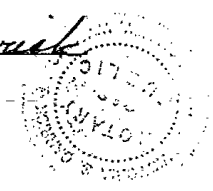
The foregoing *Covenants Creating Buffer Zone and Obligation to Maintain Privacy Fence* were acknowledged before me by **Donald P. Prehoda, Jr., President of the Board of Directors of the Hospice of Laramie, Inc., a Wyoming non-profit corporation and member of the Binford Square Condominium Association**, on this 25th day of August, 2003.

Witness my hand and official seal.

Victoria S. Corvick
Notary Public

My commission expires: 9/7/2006

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

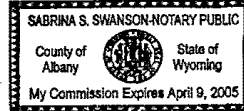


The foregoing *Covenants Creating Buffer Zone and Obligation to Maintain Privacy Fence* were acknowledged before me by **Dr. Kent Kleppinger, a member of the Binford Square Condominium Association**, on this 26th day of August, 2003.

Witness my hand and official seal.

Sabrina S. Swanson
Notary Public


My commission expires: April 9th 2005



STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing *Covenants Creating Buffer Zone and Obligation to Maintain Privacy Fence* were acknowledged before me by **Paul G. Hoffman, General Manager of Hoffman Enterprises, LLC, a member of the Binford Square Condominium Association**, on this 20th day of August, 2003.

Witness my hand and official seal.


Notary Public

My commission expires: April 9th 2005



ALBANY COUNTY, LARAMIE, WY
JACKIE R GONZALES, ALBANY COUNTY CLERK

08/28/2003 #2003-7339
04:00:00PM 4 OF 4