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STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

DECLARATION OF PROTECTIVE COVENANTS

TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned persons being the owners of all the real property in Block Two (Block 2) of the Fairfield Addition to the City of Laramie, Albany County, Wyoming, do hereby covenant and agree that all the lots described therein are held subject to and with all the benefits of the restrictions and covenants set forth in this document.

1. The lots shall be known, described and used solely as residential lots, and no structure shall be erected on any lot other than in conformance with these covenants.
2. No noxious or offensive trade or activity shall be conducted upon any lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.
3. No trailer, basement, tent, garage, barn or other out-building erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.
4. No structure previously occupied for any use shall be moved onto any of the lots.
5. The title holder and occupant of each lot shall be jointly and severally responsible to keep the lot free of weeds and debris.
6. No pole or tower shall be erected or maintained in the yard area or attached to the structure that shall in any way detract from the aesthetic purpose of installing underground utilities, except that this provision shall not be interpreted to exclude the construction in rear yards of metal clothesline poles less than seven feet in height and less than five inches in diameter.
7. No sign of any kind shall be displayed to the public view on any lot or tract except one professional sign of not more than two square feet, one sign of not more than six 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.
8. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. No portion of any building shall be constructed or project over any portion of any utility easement. Title holders and occupants of lots on which easements exist shall be jointly and severally responsible for maintenance of the surface of the easement.
9. No cottonwood trees shall be planted or allowed to grow, except cottonless cottonwood trees.
10. Vehicles which are not operable, or which are in a state of disrepair, shall not be parked or kept upon the premises or upon streets abutting the premises, except within an enclosed building.
11. Vehicles, the primary purpose of which is other than the transportation of passengers not for hire, vehicles intended to be used primarily for sport, commerce or industry, such as trucks carrying campers, boats and boat trailers, tractors and trailers, snowmobiles and snowmobile

trailers, shall not be parked on any lot, except within an enclosed building, or upon streets abutting any lot for continuous periods of longer than 48 hours.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept as provided by City Ordinance.

13. No building shall be erected, placed or altered on any lot until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to quality of workmanship and materials, conformity and harmony of external design with other structures in the neighborhood, and location of the building with respect to topography and finished ground level by an Architectural Control Committee. The committee shall consist of three members who shall be nominated and appointed by the undersigned owners. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to appoint a successor. Neither the members of the committee nor its designated representative shall be entitled to receive any compensation for services performed under this covenant.

14. In the event that the Architectural Control Committee fails to approve or disapprove a building within thirty (30) days after the plans, specifications and plot plan have been submitted to it, and if no suit to enjoin the erection or alteration of such building has been commenced prior to the completion of that time period, approval will not be required and this covenant shall be deemed to be fully satisfied.

15. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1990, at which time the said covenants shall be automatically extended for successive periods of ten years each unless by vote of a majority of the then owners of the lots, each owner being entitled to one vote for each lot owned, it is agreed to change said covenants in whole or in part.

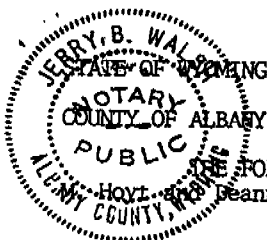
16. Enforcement of these covenants shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

17. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions of the covenants, which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto signed our names this 20th day of September, 1979.

Philip M Hoyt
Philip M. Hoyt

Deanna J. Hoyt
Deanna J. Hoyt



} ss.

THE FOREGOING INSTRUMENT was acknowledged before me by Philip M. Hoyt and Deanna J. Hoyt this 20th day of SEPT, 1979.

Jerry B. Walcott
Notary Public

My commission expires:

27 SEPT 81

AND/OR RECORDED IN THE
MICROFILM RECORDS
JACKIE R. GONZALES
COUNTY CLERK

DECLARATION OF COVENANTS, CONDITIONS,

EASEMENTS AND RESTRICTIONS

FOR

FAIRFIELD ADDITION

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OMITTING RESTRICTIONS HEREIN, IF ANY, BASED ON RACE, COLOR,
RELIGION OR NATIONAL ORIGIN

DECLARATION OF COVENANTS, CONDITIONS,

EASEMENTS, AND RESTRICTIONS

FOR

FAIRFIELD ADDITION

THIS DECLARATION made this 29th day of May, 1997, by TOG Development Inc., a Wyoming Corporation, hereinafter referred to as "Declarant," whose address is 407 Garfield, Laramie, Wyoming, its successors and assigns.

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of that certain real property situate in the County of Albany, State of Wyoming, to wit:

u# u#
Lots 9 and 10, Block 5 and Lots 2 and 3, Block 6, Fairfield Addition to the City of Laramie, Albany County, Wyoming.

WHEREAS, Declarant desires to create a community for the benefit of owners, their heirs and assigns; and

WHEREAS, Declarant desires to provide for the maintenance and use of Common Areas, entrance ways, and insurance, should Common Areas be established, and to establish certain standards by means of protective covenants, restrictions, and easements to insure the lasting beauty, value, and enjoyment of the Property; and

WHEREAS, Declarant desires to provide for the architectural control of all improvements constructed, altered, and maintained on the Property and for control of all landscaping so as to insure the lasting beauty and harmony of the community.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, reservations, restrictions, uses, limitations, and obligations shall be deemed to run with the land situate in the County of Albany, State of Wyoming, as described above, and shall be a burden and a benefit to Owners, their transferees, assigns, heirs, and any person acquiring or owning any interest in the Property and improvements situate thereon, their grantees, successors,

heirs, executors, administrators, devisees, and assigns, to wit:

ARTICLE I - PURPOSE OF DECLARATION AND EXPANSION THEREOF

1. The Property. It is the purpose and intention of Declarant expressed by its execution of this instrument, that the Property shall be developed and maintained as a highly desirable area pursuant to this Declaration. The property is located within the City of Laramie and is subject to the ordinances thereof. These covenants and restrictions will be enforced in addition to the City requirements and shall not be interpreted so as to negate or diminish the ordinances and requirements of the City of Laramie. In the event any City ordinance shall be more restrictive than is provided herein, the City ordinance shall control. Nothing herein shall be construed to require the City of Laramie to enforce any of the covenants contained herein or assume any responsibility whatever for the maintenance and control of the Common Areas.

2. Future Additional Covenants. The Developer reserves the right to add additional covenants to some or all of the above described land, as set forth in Article III, paragraph 8. If additional covenants are imposed in the future, there may be tracts within the above described lands that will be subject to distinct and different rules for development and the Developer, or its successor in interest as to tracts owned by such successor, reserves the right to impose such rules and differentiate the development thereof. Further, it is acknowledged that in such future covenants, lot sizes may differ, multiple family dwellings may be allowed in certain areas, home occupations may be expanded, architectural design, including, but not limited to, materials, landscaping and fencing, may be changed from those imposed herein, and in general the neighborhood may be changed to meet changing times, demand and market conditions. The Developer, or its successor, transferee or assign, reserves the right to make all such changes as it, in its sole discretion, deems desirable.

ARTICLE II - COVENANTS

1. Land Use Restrictions. The Subdivision shall be used for residential, institutional, multi-family, business services purposes and other authorized R-3 uses, only. The Acre Company shall be the exclusive sales and marketing agent for all lots within the subdivision until such time as improvements are constructed thereon and occupied by the owner thereof. In the event a builder or builders construct a dwelling on any lot, the Acre Company shall, to the exclusion of all other agents as well as the builder/owner itself, be the sales agent for the builder. The following restrictive covenants shall apply to all the Property, except as otherwise designated, to wit:

1.1 No shack, garage, barn, tent, or other outbuilding erected on the Lot covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

1.2 No building or improvement shall be erected or placed on the property herein described unless approved, in writing, by the Architectural Control

Committee. The Architectural Control Committee shall consist of Kerry J. Greaser, W. Paul Greaser and Susan C. Ball.

1.3 No noxious or offensive activities shall be carried on upon any Lot which may become an annoyance or a nuisance to the neighborhood. Further, no commercial livestock, kennels, or poultry feeding shall be carried on upon any Lot. Cats, dogs, or other household pets may be kept, provided that any animals so kept upon the premises shall not be kept, bred, or maintained for any commercial purpose. All animals and birds shall be kept within a fenced area except cats. There shall be no more than four household pets kept on any Lot. Notwithstanding anything to the contrary, the Owner shall have the responsibility to control at all times noises, offensive activities, noxious odors, dust from his premises, and appearance of his premises. Acknowledging the purpose of this Declaration being to maintain a highly desirable area, a Homeowners Association, if established, may adopt such rules and regulations as they in their discretion shall so determine to regulate the use of all lots, which among other things may limit animals below the number above specified so long as the rules and regulations shall apply the same standards through out the Subdivision and shall give due regard to lot size.

1.4 All clothesline equipment, service yards, satellite dishes, radio and television antennas, wood piles or storage piles shall be screened so as to conceal them from the view of the neighboring lots or streets.

1.5 No trash burning shall be permitted on any Lot. All rubbish and trash shall be promptly removed from the Lots and shall not be burned in the Subdivision.

1.6 Each single and multi-family dwelling shall install and use an approved garbage disposal unit connected to the plumbing. Such unit shall be in operating condition whenever the dwelling is occupied.

1.7 Each Owner of a Lot shall be responsible for keeping grass, shrubs, trees, and other plantings on such site in an attractive condition.

1.8 No waste or materials of any kind may be stored on a Lot except for a reasonable term while a structure on said premises is under construction. Only vehicles and machines of good running condition which are currently licensed and registered are permitted upon any Lot. All Lots and premises shall be kept in a clean and sanitary condition at all times.

1.9 No temporary house, tent, mobile home, or trailer shall be allowed on any Lot, EXCEPT during construction of permanent improvements not to exceed one (1) year in duration and during temporary use not to exceed one (1) month of continuous occupancy. No dwelling house shall be occupied in any manner prior to

its completion.

1.10 Each Lot at all times shall be kept in a clean, sightly, and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, lumber, or other building materials shall be permitted to remain exposed upon any Lot so they are visible from any neighboring Lot or street except as is necessary during the period of construction. In the event any fire or any other casualty, said structure shall be promptly rebuilt or remodeled to conform with this Declaration; or if the structure is not to be rebuilt, all remaining portions of the structure, including the foundations and all debris, shall be promptly removed from the property. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner.

ARTICLE III - GENERAL PROVISIONS

1. **Enforcement.** The homeowners association, if one should be established by the lot owners, and/or the Owner or Owners of any of the property within the property description hereinabove set forth, may enforce the restrictions and limitations herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of said restriction and limitations, either to recover damages for such violation or to restrain such violation or attempted violation. The prevailing party shall be entitled to judgement against the losing party for all attorney's fees and costs of suit.
2. **Amendments.** These covenants may be amended by the vote of two-thirds (2/3) of the owners of Lots.
3. **Term.** Unless amended or expanded, as herein provided, the restrictions and limitations herein set forth are to be construed as covenants running with the land and shall be binding on all parties and all persons claiming any part of the above described property for a period of twenty-five (25) years from the date these covenants are recorded in the office of the Clerk of Albany County, Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of real property hereinabove described has been recorded in the office of said County Clerk, agreeing to change said covenants in whole or in part.
4. **Severability.** Should any part of this Declaration be declared invalid or unenforceable by any court of competent jurisdiction, such decisions shall not affect the validity of the remaining part of this Declaration.
5. **Headings.** Headings used herein are for convenience of reference only and shall in no way define, limit, or prescribe the scope or intent of the provisions under this Declaration.
6. **Construction.** Words of the masculine gender shall include the feminine and neuter genders and when the sentence so indicates, words of the neuter shall refer to any gender. Words in the

singular shall include the plural and vice versa. This Declaration shall be construed according to its fair meaning.

7. Re-subdivision. Prior to the sale of Lots described in Exhibit "A", Declarant and/or its assigns reserves the right to re-subdivide any or all Lots in the Subdivision to increase the number of Lots, to include any or all Lots in a planned unit development, and to rezone any or all Lots to a new and different zoning classification.

8. Minor Amendments. To meet the requirement of any first mortgage lender or intended lender or prior to the sale of fifty percent (50%) of the Lots to Owners, Declarant reserves the right to amend this Declaration to provide for a better community of development so long as the general theme hereof is protected.

9. Bulk Conveyance by Developer. In the event the Developer shall convey a substantial part of its remaining land to a new developer and so designate in the conveyance or by separate recorded instrument that the grantee is to be "the new developer," the new developer shall then have all the rights as herein reserved to the Developer.

10. Party Wall Provisions. Each wall which is built as a part of the original construction of the homes upon the properties and placed contiguous to an adjacent home shall constitute a party wall, and to the extent not inconsistent with the provisions herein, the general rules of law regarding party walls and liability for property damage due to negligence for willful acts or omissions shall apply thereto. In addition, the following rules shall apply:

a. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

b. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts.

c. Notwithstanding any other provisions herein, an Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

d. The right of any Owner to contribution from any other Owner shall be appurtenant to the land and shall bind such Owner's successor in interest.

e. In the event of any dispute arises concerning a party wall, each party shall choose an arbitrator, and such arbitrators shall choose one additional arbitrator,

and the decision shall be by a majority of the arbitrators.

THESE DECLARATIONS are signed and executed this 29th day of May, 1997.

TOG DEVELOPMENT, INC.

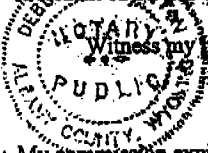
ATTEST:

W Paul Greaser
Secretary

By Kerry Greaser
President

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing Declaration of Covenants, Conditions, Easements, and Restrictions was acknowledged before me this 29th day of May, 1997, by Kerry Greaser President of TOG Development Inc., a Wyoming Corporation.



Witness my hand and official seal.

Dell L. Bick
Notary Public

My commission expires: 3/18/01

BOOK 507 PAGE 0609

Notarized
3/31/97
W Paul Greaser
Secretary

FILE DATE: 07/17/1998 FILE TIME: 10:00 PAGE #: 0001 OF 0005
ALBANY COUNTY, WY, JACKIE R GONZALES - COUNTY CLERK DOC #: 1998 4601 **

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
FOR
FAIRFIELD ADDITION**

THIS AMENDMENT, is made to be effective the 1st day of July, 1998.

RECITALS

- A. T.O.G. Development, Inc., a Wyoming corporation, is referred to as both the "Declarant" and "Developer" in that certain Declaration of Covenants, Conditions, Easements, and Restrictions for Fairfield Addition dated May 29, 1997, and recorded in Book 507, Page 603, Albany County, Wyoming records (the "CC&Rs").
- B. The property referred to in the CC&Rs is comprised of four separate lots: Lots 9 and 10, Block 5 and Lots 2 and 3, Block 6, Fairfield Addition to the City of Laramie, Albany County, Wyoming.
- C. Subsequent to the date of recording the CC&Rs, two of the foregoing lots have been sold by Declarant and Declarant owns Lot 10, Block 5 and Lot 2, Block 6, of the Fairfield Addition.
- D. The undersigned Western Winds, L.L.C. is the owner of Lot 3, Block 6, of the Fairfield Addition.
- E. As the owners of more than two thirds of lots that are subject to the CC&Rs, Declarant and Western Winds, L.L.C. desire to amend the CC&Rs as set forth herein and as permitted pursuant to the terms of the CC&Rs:

TERMS:

NOW, THEREFORE, Declarant and Western Winds, L.L.C. agree as follows:

1. Because 50 percent of the lots initially subject to the CC&Rs have been sold, Declarant, also referred to as the "Developer" under the CC&Rs, has no further right under Article I, Paragraph 2 of the CC&Rs to make additional minor amendments to the CC&Rs.
2. Declarant and Western Winds, L.L.C., as owners of 75 percent of the lots subject to the CC&Rs, hereby make the following amendments to the CC&Rs:

The following is added to Article II:

1.11. Notwithstanding any provision herein to the contrary, an assisted living community and all businesses ancillary thereto may be conducted at and operated upon Lot 3, Block 6 of the Fairfield Addition provided such operation otherwise complies with the covenants set forth herein.

Article III, Paragraph 2 is replaced with the following:

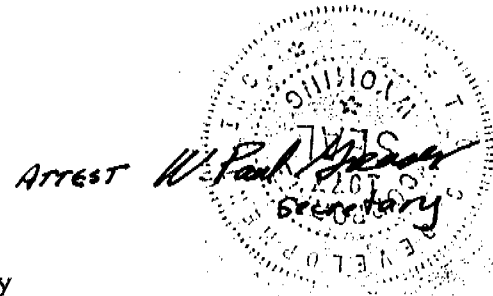
2. Amendments. These covenants may be amended by the vote of two-thirds (2/3) of the owners of the Lots provided, however, that any such amendment shall not affect Lot 3, Block 6 of the Fairfield Addition unless the owner thereof consents to such amendment in writing.

3. Except as otherwise amended hereby, the CC&Rs continue in full force and effect.

IN WITNESS WHEREOF, Declarant and Western Winds, L.L.C. have caused their duly authorized agents to sign this amendment to be effective as of the date first above written.

T.O.G. DEVELOPMENT, INC., a Wyoming corporation

By: Kerry J Greaser
Name: Kerry J Greaser
Title: President



WESTERN WINDS, L.L.C., an Idaho limited liability company

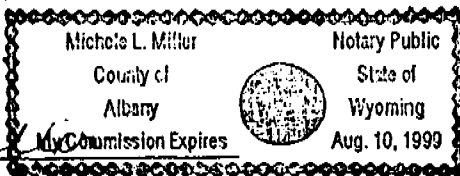
By: _____
Name: _____
Title: _____

State of Wyoming)
) ss.
County of Albany)

The foregoing Amondment to Declaration of Covenants, Conditions, Easements and Restrictions was acknowledged before me this 9th day of July, 1998 by Kerry J. Greaser, the President of T.O.G. Development, Inc., a Wyoming corporation.

Witness my hand and official seal

Michelle L Miller
Notary Public



My Commission Expires: August 10, 1999

State of Idaho)
) ss.
County of _____)

The foregoing Amendment to Declaration of Covenants, Conditions, Easements and Restrictions was acknowledged before me this _____ day of July, 1998 by _____, the _____ of Western Winds, LLC, an Idaho limited liability company.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

The following is added to Article II:

1.11. Notwithstanding any provision herein to the contrary, an assisted living community and all businesses ancillary thereto may be conducted at and operated upon Lot 3, Block 6 of the Fairfield Addition provided such operation otherwise complies with the covenants set forth herein.

Article III, Paragraph 2 is replaced with the following:

2. Amendments. These covenants may be amended by the vote of two-thirds (2/3) of the owners of the Lots provided, however, that any such amendment shall not affect Lot 3, Block 6 of the Fairfield Addition unless the owner thereof consents to such amendment in writing.

3. Except as otherwise amended hereby, the CC&Rs continue in full force and effect.

IN WITNESS WHEREOF, Declarant and Western Winds, L.L.C. have caused their duly authorized agents to sign this amendment to be effective as of the date first above written.

T.O.G. DEVELOPMENT, INC., a Wyoming corporation

By: _____
Name: _____
Title: _____

WESTERN WINDS, L.L.C., an Idaho limited liability company

By: [Signature]
Name: Donald J. Fox
Title: Managing Member

State of Wyoming)
) ss.
County of Albany)

The foregoing Amendment to Declaration of Covenants, Conditions, Easements and Restrictions was acknowledged before me this _____ day of July, 1998 by _____, the _____ of T.O.G. Development, Inc., a Wyoming corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

State of Idaho)
) ss.
County of Ada)

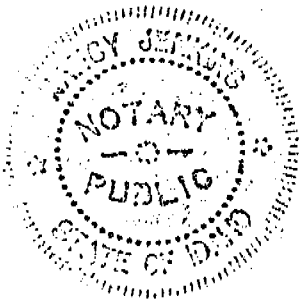
The foregoing Amendment to Declaration of Covenants, Conditions, Easements and Restrictions was acknowledged before me this 9th day of July, 1998 by Douglas Jayo, the _____ of Western Winds, LLC, an Idaho limited liability company.

Witness my hand and official seal.

Nancy Jenkins

Notary Public

My Commission Expires: 8-28-00



**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:

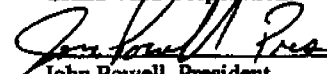
1. Establishment of Buffer Zone. TOG and Binford Square, for themselves, their heirs and assigns, (collectively the "Lot 10 Owners") convey to Grand Villa, its successors and assigns, for the benefit of Lot 9, a buffer zone area fifteen (15) feet wide along the western border of Lot 10. The Lot 10 Owners 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.

DM

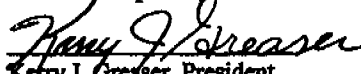
2. Continued Maintenance of Privacy Fence. The Lot 9 Owner covenants to maintain in good condition, and replace if necessary, the Privacy Fence, in its existing location. It is agreed that if the Privacy Fence is rebuilt, it will be rebuilt in its present location and at least at its present height.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

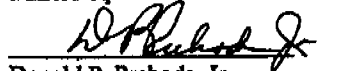
Grand Villa Corporation:

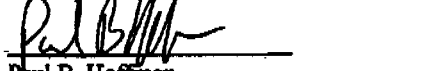

John Powell, President
Dated: 8-20-03


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 Klappinger
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.



Anna 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* was 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 Lovvick
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 27th day of August, 2003.

Witness my hand and official seal.

Sabrina S. Swanson

Notary Public

My commission expires: April 9th 2005



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

08/28/2003 #2003-7339
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