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DECLARATION OF PROTECTIVE COVENANTS
FOR
ABAR 5 RANCH

This Declaration of Protective Covenants is made this 25 day of Oct., 2002 by Betty and Darrel Abernathy, hereinafter referred to as Declarants.

ARTICLE I
RECITALS

Section 1. DECLARANTS AND DESCRIPTION. The Declarants are each the owners of the land comprising the ABar 5 Ranch, a subdivision of approximately 30 acres developed by Declarants and location in Laramie County, Wyoming, as the same is more particularly described to wit:

All of Tracts 1 through 7, excepting Tract 5, ABar 5 Ranch, a subdivision situated in the all as more particularly and specifically described in the subdivision plat for ABar 5 Ranch.

hereinafter referred to as the "PROPERTY".

Section 2. COVENANTS RUN WITH LAND. Except as may hereinafter be provided, said Property is hereby made subject to the following covenants, conditions, restrictions and reservations all of which shall be deemed to run with the Property and each and every portion thereof to ensure proper use and appropriated development and improvement of the Property.

Section 3. PURPOSE. Said covenants, conditions and restrictions are adopted to prevent the erection on the property of improvements constructed of improper, unsuitable, or unsightly materials; to ensure the erection on the property of attractively designed permanent improvements of minimum size; ensure the proper location of improvements on each tract; ensure the absence or abatement of any nuisance; and to ensure the placement of adequate and suitable landscaping.

Section 4. EXCLUSIVENESS. The Declarants have retained the services of Pioneer Construction Co., Inc. of Cheyenne, WY as the exclusive contractor for said "PROPERTY".

ARTICLE II
DEFINITIONS

Section 1. "COMMITTEE" shall mean and refer to the Architectural Control Committee as established pursuant to Article IV of this Declaration.

Section 2. "OWNER" shall mean and refer to the record owner, whether one (1) or more persons, of fee simple title to any Tract, but excluding those having such interest solely as

security for the performance of any obligation, in which event the actual owner of such fee simple title shall be deemed to be the Owner therefore.

Section 3. "TRACT" shall mean and refer to any single parcel of land referred to as a tract as shown on the final plat of ABar 5 and any amendments or supplements thereto as recorded in the office of the Clerk, County of Laramie, State of Wyoming, (being the 7 in number and approximately 5 acres each in size, excepting tract 5).

Section 4. "IMPROVEMENTS" shall mean and include, but not be limited to homes, roads or private drives, barns, workshops, buildings, fencing, major landscaping projects installed or located on the property.

ARTICLE III USE AND RESTRICTIONS

Section 1. Principal Use. The tracts within the Property shall be used as one family residential homesites for the full enjoyment of the Owner thereof subject to the covenants contained herein.

Section 2. Nuisances. No noxious or offensive activities shall be conducted or permitted on the Tract, nor shall anything be done there on which may be or become a nuisance to the Owner of any other Tract within the Property. For the purpose of this Section, a "Nuisance" shall be constructed according to case law precedent existing in the State of Wyoming and include, generally, that activity which arises from unreasonable, unwarranted or unlawful use by a person on his own Property, thereby working obstruction or injury to the health, safety, welfare, pleasure, or right of another.

Section 3. Commercial Enterprise. No trade, business, manufacturing, sales or other commercial activity, of whatever nature, shall be permitted upon any tract within the property.

Section 4. Dumping/Trash. No Tract shall be used or maintained as a dumping ground for rubbish or junk, including junk vehicles, appliances, or any type of equipment etcetera. Trash, garbage or other waste shall be kept only in sanitary containers.

Section 5. Excavation or Mining. No drilling (except for water well), quarrying, excavation, or mining operations of any kind whatsoever shall be permitted on any Tract, nor shall pits, tanks, tunnels, derricks, excavations or shafts be permitted upon or in any Tract.

Section 6. Vehicles & Equipment. No vehicles and equipment, which are not in running condition, are in a state of disrepair, or which are not currently licensed, shall be parked on the Tracts or on the roads, or on a driveway or anywhere within the Subdivision more than 72 hours at any time, nor as a repeated practice. No vehicles, trailers, or other mobile equipment shall be habitually parked along any of the public

roadways adjacent to or within the Property. Owners of camp trailers, motor homes, tractors, horse trailers, boats, boat trailers, and trucks larger than general use pickups shall park such vehicles, other than on a temporary basis not to exceed 48 hours but not as a repeated practice, away from the general view of adjacent landowners and away from the roadway side of any house.

Section 7. Buildings/Subdivisions. No structure of more than one private single family dwelling together with a private garage capable of storing not less than two nor more than four vehicles, and appropriate outbuildings, as may be approved by the Committee, shall be erected, placed or permitted to remain on any of the Tracts. Purchasers of any tract in the may not subdivide same into smaller tracts nor may the owners transfer any part thereof which is smaller than the tract as originally subdivided. No barns, sheds or other improvements except fencing may be placed on any tract until construction of the primary dwelling or concurrent therewith.

All construction shall be new and no structure shall be moved from any location outside the subdivision onto any sited in said Subdivision without the prior written consent of the Committee. It is the intent of the Declarants that all dwellings within this Subdivision be custom built and that no tract housing occur within the Subdivision. Accordingly, no proposed dwelling shall be substantially similar to a dwelling already existing or under construction in the Subdivision.

Section 8. Temporary Structures. No structures of a temporary character of whatever kind, including but not limited to, mobile homes, trailer, modular, basement, tent, shack, barracks, garage, barn, shed, or other outbuilding shall be permitted on the Tract as a family or other dwelling either on a temporary or permanent basis. No such temporary structure should be permitted for any other purpose except as approved by the Committee, either on a temporary basis or permanently. The Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever the same have been on the premises an unreasonable length of time.

Section 9. Signs. Except for signs advertising the initial offering of ABar 5 Ranch, no sign of any kind shall be displayed to the public view on any Tract except one sign of not more than six square feet advertising the property for sale, or except signs of not more than 30 square feet used by a builder to advertise the property during the construction period. Upon completion of construction the large sign shall be removed immediately, but may be replaced with a six square foot sign advertising the property for sale. In all cases a sign shall be removed immediately upon sale or disposal of the property. This limitation on signing shall not preclude the declarants from placing an entrance structure to the subdivision as approved by Declarants together with logo identifying the subdivision.

Section 10. Livestock, Animals& Poultry. No livestock, farm or domestic animals or poultry of any kind shall be kept, raised or bred on any Tract, except that with respect to horses, no more than two (2) horses may be kept and only for recreational purposes for each tract owned, PROVIDED such horses are accommodated with adequate stable

facilities, approved as to location, size, and construction, by the Architectural Control Committee and an adequate non grazing feeding arrangement is demonstrated. Operation of commercial riding or boarding stables shall not be allowed. All stables and corrals shall be maintained in compliance with all lawful and reasonably required and practiced sanitary conditions and regulations. Owners must comply with any government agency requirements now in effect or as may be later required.

Section 11. Other Pets. Commonly accepted domestic pets may be kept on all tracts provided they are not maintained or kept for commercial purposes or their numbers do not constitute a nuisance. All such domestic pets will be under the control of the owner at all times, must be properly cared for, and will not be allowed to run free off the owners tract.

ARTICLE IV ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. An Architectural Control Committee for the ABar 5 Ranch is hereby constituted. The Committee shall consist of two (2) members. The members of the Committee shall be Betty and Darrel Abernathy. A majority of the Committee may designate a representative to act for it which representative may or may not be a member of the Committee. In the event of a vacancy due to death the remaining members shall have full authority to designate a successor.

The Committee shall have such powers, privileges and immunities as are set forth in this Declaration of Protective Covenants. The affirmative vote of a majority of the members of the Committee shall constitute the action of the Committee on any matters before it. The approval of consent of the Committee on matters coming before it shall not be unreasonable withheld, actions shall not be taken arbitrarily or capriciously and decisions shall be made within a reasonable time and shall be conclusive and binding on all interested persons.

Section 2. Submissions to Committee. No homes or any major improvements on any tract in ABar 5 Ranch shall be constructed or maintained, and no substantial alteration or renovation of the exterior of any homes or improvements situated on a Tract including repainting shall be performed, without complying with the submission requirements as hereinafter provided.

Section 3. Submissions Requirements. Submission requirements shall be as follows:

- A. For initial construction of a home or improvement, the Owner shall submit to the Committee, together with a written statement of submission showing name of the parties submitting, the tract description, and the date of submission, the following:
 - a. Architectural plans for the proposed home or improvements, which shall include outline specifications describing design, size, external colors, and materials.

- b. A site plan of the Tract showing the location of all proposed structures.
 - c. Plans for the proposed private drive and landscaping which plans shall include outline specifications describing location, dimensions and materials.
 - d. Any other information as may be requested by the Committee in order to insure compliance with the requirements contained herein.
- B. For any substantial or major alterations or renovations (as opposed to minor) to the exterior of existing homes or improvements, the Owner shall submit a description of the proposed changes together with plans, specifications, elevations or such other documentations as requested by the Committee.

Section 4. Submission Procedures. If the Committee deems such submission to be adequate, then the Committee shall approve the submission and within fifteen (15) days, issue a written acceptance.

If the Committee deems the initial submissions to be inadequate, the Committee may require a second submission. The Committee shall, if requested, make a reasonable effort to assist and advise the applicant in achieving an acceptable submittal. If the Committee deems that the applicant has corrected all deficiencies and objections raised at the prior submission to the satisfaction of the Committee, and if the submittal is judged to be in keeping with the requirements and purposes of the covenants, then the Committee shall approve the submission, and within ten (10) business days, issue a written acceptance.

If the Committee ascertains and agrees that a follow-up submittal is inadequate or not otherwise in keeping with the requirements and purposes of these covenants then it may deny approval of the submission with a written statement of the grounds upon which such action was based. Said statements shall be delivered to the applicant within ten (10) business days after the meeting at which such final opinion is rendered by the Committee.

Section 5. Standards. In determining whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to ensure that all homes and improvements (including any substantial alterations, repainting, renovations, or refurbishing thereof) within the property conform to and harmonize with the requirements and restrictions of this Declaration. Approval shall be based upon, among other things, compliance with the terms provided in Article V entitled "Design and Construction Standards," reasonable aesthetic appeal, conformity and harmony of value of homes and improvements with other homes and improvements on the property, and conformity in the location of homes and improvements on the tracts within the subdivision.

Section 6. Approval. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of a governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant owner, and any approval or permission granted by the Committee shall not in any way be construed to mean acceptance by any private or governmental agency.

Section 7. Liability of Committee. The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made or action taken pursuant to this Article, or any Article herein.

Section 8. Records. The Committee shall maintain records reflecting copies of any and all submissions and committee action taken and any action by the owners as provided for herein.

ARTICLE V DESIGN AND CONSTRUCTION STANDARDS

Section 1. General. The design and construction standards are intended to impose a code of uniformity upon the development of the ABar 5 Ranch so as to promote high standards of design, construction, and aesthetics within the subdivision. Variances to these design standards may be appropriate in specific cases. However, rather than attempt to anticipate the special cases in which variances should be granted, Owners should recognize that detailed refinement of these standards are a function of the review process. All dwellings shall be constructed according to applicable codes and building requirements.

Section 2. Building Size The principle dwelling should have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1800 square feet; except that where the said principle dwelling is a 1 ½ or 2 story structures, the minimum ground floor area may be reduced providing that the total living area of said structure shall be not less than 2400 square feet. Basement areas are not figured in to allowable square footage.

Section 3. Building Site Plan/Minimum Setbacks. A site plan showing the location of all proposed improvements must be approved by the Committee as hereinafter provided. The minimum setbacks shall be as follows: No structure shall be located on any tract nearer than fifty (50) feet from any boundary line. This Covenant shall not prohibit a building from being built within fifty (50) feet of any adjacent Tract if said Tract is also owned by the same person who is combining two, or more, Tracts as one (1) home site. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity of a type approved by the State of Wyoming Department of Public Health, and any other applicable public entity, and installed within the guidelines provided by such agency. All septic tanks and drain fields shall be placed in areas specifically designated by the Wyoming Department of Public Health and/or other public agency as may be applicable. Water wells shall be set back a minimum of fifty (50) feet from any property line. This Covenant shall not prohibit a well from being located within fifty (50) feet of a lot line of an adjacent lot providing said adjacent Tract is also owned by the same person who is combining two, or more Tracts as one home site.

Section 4. Building Exteriors. Unless otherwise approved by the Committee, a dwelling must have no less than 30% of its exterior walls, exclusive of fireplace walls

and chimneys, constructed with suitable brick, or natural stone, synthetic stone, or synthetic stucco(EIFS). In any event, the remainder of the exterior wall materials of all dwellings or improvements must first be approved by the Committee. Natural wood and stone/masonry finishes are encouraged. Accent panel of stucco may be utilized on building exteriors if approved by the Committee. Roofing materials shall consist of wood shingles/shakes, woodruff, tile, or premium grade design line asphalt shingles weighing a minimum of 240 pounds per square. No "three tab" shingles of any nature shall be permissible. In all cases, exterior colors and exterior construction materials of all homes and improvements must first be approved in writing by the Committee as herein provided.

Once construction commences, any approved work shall be completed in a timely and professional manner. All homes and other improvements on any Tract shall be substantially completed within one (1) year after commencement of construction unless a longer period is agreed to by the Committee at the time of approval of the construction plans.

Section 5. Landscaping. The owner of each Tract shall be responsible for the installation of a minimum amount of landscaping upon their respective Tract. Landscaping shall be installed by the Owner to enhance the Tract and home site, providing micro climate control, to establish acceptable relationships between other Tracts and to control drainage and erosion. In order to achieve a harmonious and integrated appearance and for the purpose of complying with the landscaping requirements, the following minimum standards will apply to all Tracts:

- A. Areas not occupied by structures and roads shall be planted with native grasses, turf, or other planted ground cover, providing such other cover is approved by the Committee prior to installation. Trees, shrubs, or other landscaping products such as rocks, woodchips, bark, and mulched or graveled materials are also acceptable to the Committee.
- B. Upon substantial completion of construction, every Owner shall plant a minimum of twelve (12) trees of any mixed variety which have the following minimum height requirements: Evergreen varieties shall be three (3) feet tall. Deciduous varieties shall be at least ten (10) feet tall when planted. Owner may plant additional trees beyond the minimum amount required. Such additional trees shall not be required to meet the minimum size requirements. NO unsightly shelters for the trees such as tires shall be permitted. The owner shall be responsible, at his or her own expense, for the replacement for any or all said required trees within one (1) year after such tree has died, become damaged or diseased.

Section 6. Utility Connections. All electrical, telephone, and gas connections and installation of same to homes and improvements shall remain underground within the Property from the nearest available source, utilizing easements of record for access. No structures, plantings, improvements, or other materials shall be placed or permitted to

remain in easement locations of record, which may interfere with the installation and maintenance of utilities.

Section 7. Tract Approaches and Protection of Native Turf. In order to protect the native grass cover, at the commencement of any construction upon the Tract, Owners shall install an approach off the adjacent road and onto said Tract upon which all-vehicular traffic shall enter and exit said Tract. The approach must be built to Laramie County Standards. In order to protect the native turf covering the property, any vehicular traffic across the native turf of any Tract shall be kept to a minimum. Owners shall direct all vehicular traffic, for construction purposes or otherwise, to use one road leading to the home site, and in the case where a road has not yet been completed as herein provided, Owner shall direct that any vehicular traffic be limited to a single path designated by the Owner.

Section 8. Private Drives. All homes constructed shall be accessed off of the adjacent road by a private drive at least twelve (12) feet in width, the construction of which shall, at the sole expense of the owner, occur simultaneously with the construction of the home and, must be of such composition so as to withstand rutting, and must be completed within thirty (30) days following completion of the home.

Section 9. Fences. A plan for any and all boundary fencing to be constructed shall be submitted to the Committee for approval pursuant to Article IV herein. Although western rail fencing is preferable, other types of fencing shall be reasonable acceptable, except, that boundary fencing to be constructed shall not include barb wire or T-posts, or other type of steel posts. The fences of any tract will be appropriately maintained by the owner or owners of the tract or tracts to which said fence applies. Fences along Iron Mountain Road shall be maintained by respective owners of said Tracts.

Section 10. Maintenance of Homes and Improvements. All Owners shall maintain, or provide for the continuous maintenance of home and improvements, including grasses, turf, trees, and shrubs upon their Tracts.

Section 11. Variances. The Committee may grant variances from the requirements of these Covenants due to extraordinary or exceptional circumstances or conditions, provided that such relief does not impair the intent or purpose of these Covenants, and the Committee may waive any provisions of these Covenants if necessary to effectuate the objectives of these Covenants, which waiver shall extend to all Tracts within the Subdivision.

ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcements. If the Committee or any owner is not satisfied with the maintenance of any home or improvements of any Tract, or in the event such home or improvements is constructed or altered without the approval of the Committee or is in violation of the terms of this Declaration, the Committee shall so notify the Owner in

writing and the Owner shall have thirty (30) days thereafter in which to correct the defect. If, in the opinion of the Committee, the Owner has failed to bring such defect up to the standards established by this Declaration with said thirty (30) day period, the Committee may exercise its legal rights as provided by the covenants.

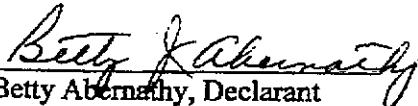
Section 2. Remedies. These Covenants, conditions and restrictions may be enforced by appropriate proceedings at law or in equity against those persons violating or attempting to violate any Covenant or Covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available in law or equity. Such judicial proceeding may be prosecuted by the Architectural Control Committee or an Owner. Recovery of attorney fees required in bringing any such successful judicial proceedings will be permitted. The failure to enforce these Covenants shall not preclude or prevent the enforcement of a further or continued violation, whether said violation shall be of the same or different provision within these Covenants. Not enforcing a particular Covenant, or portion thereof shall not set a precedence for future non-enforcement of that same Covenant or portion thereof.

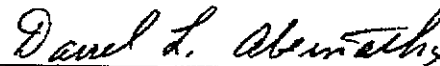
Section 3. Duration and Amendment. The Covenants and restrictions of the Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming, after which time they shall be automatically extended for successive periods of five (5) years each unless terminated at the end of any initial or successive period by written vote of two-thirds (2/3) or more the then Owner's of record. An Owner shall be entitled to one (1) vote per Tract owned.

This Declaration may be amended in whole or in part during the first twenty (20) year period by written instrument executed by two-thirds (2/3) or more of the then owner's of record. An Owner shall be entitled to one (1) vote per Tract owned. Any termination amendment, or supplement, to this Declaration must promptly be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.

Section 4. Benefits and Burdens. The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarants, the Owners of all Tracts located within the Property and their respective heirs, successors, personal representatives and assigns. Tract 5 is excluded from these covenants, except to the extent that the owner and subsequent owners wishes to participate and/or otherwise join.

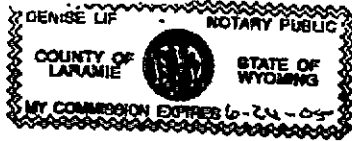
IN WITNESS WHEREOF, this Declaration of Protective Covenants for ABar 5 Ranch has been executed this 25 day of Oct., 2002.


Betty Abernathy, Declarant


Darrel Abernathy, Declarant

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before e by Darrel L. Abernathy and Betty J. Abernathy, husband and wife, this 25th day of October, 2002.



WITNESS MY HAND AND OFFICIAL SEAL.

Denise Liff
Notary Public

My Commission expires: June 24, 2005

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

**ABAR 5 RANCH
To
THE PUBLIC**

**AMENDMENT TO SECTION 4 OF ARTICLE I
OF THE DECLARATION OF PROTECTIVE COVENANTS
DATED OCTOBER 25, 2002.**

1. WHEREAS, The Declarant is the record title owner of two-thirds (2/3) or more of the Tracts within ABAR 5 RANCH, a subdivision situated in Laramie County, State of Wyoming, hereinafter referred to as "ABAR 5 RANCH".

2. WHEREAS, ABAR 5 RANCH is subject to the "Declaration of Protective Covenants for ABAR 5 RANCH dated October 25, 2002 and recorded in the Office of County Clerk and Register of Deeds, Book 1679, Page 1542.

3. WHEREAS, Article I, Section 4, of the "Declaration of Protective Covenants for ABAR 5 RANCH" provided as follows:

Section 4. EXCLUSIVENESS. The Declarants have retained the services of Pioneer Construction Co., Inc. of Cheyenne, WY as the exclusive contractor for said 'PROPERTY'.

NOW, THEREFORE, pursuant to Article I, Section 4, EXCLUSIVENESS, this paragraph is declared null and void.


Betty J. Abernathy, Declarant


Darrel L. Abernathy, Declarant


William R. Cowley, Owner Tracts 1 & 7


Janet L. Cowley, Owner Tracts 1 & 7

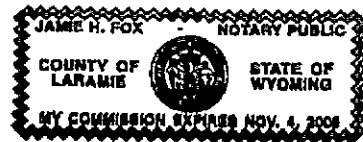
STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by Darrel L. Abernathy and Betty J. Abernathy, husband and wife, this 15 day of May 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

Jamie H. Fox
Notary Public

My commission expires: Nov. 4, 2006



STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by William R. Cowley and Janet L. Cowley, husband and wife, this 15 day of May 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

Jamie H. Fox
Notary Public

My commission expires: Nov. 4, 2006

