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STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

**Antelope Meadows, LLC
TO
THE PUBLIC**

**DECLARATION OF PROTECTIVE COVENANTS FOR
ANTELOPE MEADOWS**

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, does hereby covenant, agree, and make the following Declaration of Protective Covenants.

ARTICLE I. INTENT AND SCOPE OF COVENANTS

Section 1: Intent. This Declaration of Protective Covenants is intended to facilitate and regulate the construction and placement of appropriate improvements within the subdivision, as well as the proper use of the property, for the purpose of preserving and enhancing the value, desirability and attractiveness of the Antelope Meadows subdivision.

Section 2: Scope. This Declaration of Protective Covenants applies to all of Tracts 1 through 28, Antelope Meadows, a Recorded Record of Survey, situated in a portion of Section 25 and in a portion of Section 26, Township 14 North, Range 64 West of the 6th P.M., Laramie County, Wyoming, more particularly described in Exhibit A, attached hereto.

ARTICLE II: DEFINITION OF FREQUENTLY USED TERMS

Section 1: "Declarant" shall mean and refer to the managing member of Antelope Meadows, LLC 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

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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: "Recorded Record of Survey" shall mean all of the real property within Antelope Meadows subject to this Declaration of Protective Covenants (as described above in Article I, Section 2).

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 Recorded Record of Survey shall be used and occupied as rural residential homesites for the full enjoyment of the Owner thereof subject to the covenants contained herein.

Section 2: Nuisances. No noxious or offensive activities constituting a nuisance shall be permitted on any tract with the Recorded Record of Survey. For purposes of this section, a "nuisance" shall be construed in light of case law precedent for the State of Wyoming.

Section 3: Commercial Enterprise. Commercial business activity that is in compliance with the zoning regulations and permitting process of the County of Laramie for land zoned Agriculture Residential or Rural Residential is permitted within Antelope Meadows so long as (i) an occupied 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) there is no solicitation or invitation of the general public; (iii) no sound shall be emitted which is unreasonably loud or annoying to neighboring Owners; (iv) no odor shall be emitted which is noxious or unreasonably offensive to neighboring Owners; and (v) materials necessary for commercial activity shall be stored within a structure or screened from view of street and neighboring Owners. 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.

Section 4: Dumping/Trash. No tract shall be used or maintained as a dumping or storage ground for rubbish, scrap, debris or junk including, but not limited to, junked cars, appliances, building materials, etc. 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. No vehicles, trailers, or any vehicular equipment shall be parked along any of the public roadways, which serve the Recorded Record of Survey. 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. 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. 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 V hereinafter. Additionally, factory-built modular homes 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 V 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: Signs. No sign of any kind shall be displayed to the public view on any tract except for those promoting the sale or rent of the subject property.

Section 9: 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. No Tract in this development shall be less than 35 acres.

Section 10: Utility Easements and Rights of Way. Easements and rights of way as shown on the Recorded Record of Survey and recorded in a separate Grant of Easements are hereby reserved in Antelope Meadows for underground electrical and telephone facilities and any other public or quasi-public utility service, together with the

right of ingress and egress at any time for the purpose of further construction, repair and maintenance.

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.

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. 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.

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.

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 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.

Although it is a right, it is neither the obligation nor the 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 a violation of the Covenants by another Owner.

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.

IN WITNESS WHEREOF, this Declaration of Protective Covenants has been executed this 26th day of April, 2002.

ANTELOPE MEADOWS, LLC, Grantor

By: Brookside Development, LLC its
Managing Member.

By: 
Michael Staheli, President

ACKNOWLEDGEMENT

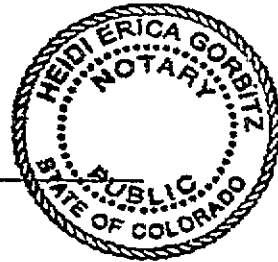
STATE OF COLORADO)
) ss:
COUNTY OF PITKIN)

The foregoing "Declaration of Protective Covenants for Antelope Meadows" was acknowledged before me by MICHAEL STAHELI in his capacity as owner and/or officer of Brookside Development, LLC, managing member of Antelope Meadows, LLC, this 25 day of April, 2002.

Witness my hand and official seal.

Heidi Erica Gorbitz

Notary Public



My Commission Expires:
August 19, 2005

My commission expires: _____

Exhibit A
to the Declaration of Protective Covenants
for Antelope Meadows

LEGAL DESCRIPTION

A tract of land situated in a portion of Section 25 and in a portion of Section 26, Township 14 North, Range 64 West of the 6th P.M., Laramie County, Wyoming, more particularly described as follows:

Beginning at the southeast corner of said Section 25; thence N.89°49'39"W., along the south line of said Section 25, a distance of 2633.15 feet to the south quarter corner of said Section 25; thence N.89°30'39"W., along the south line of said Section 25, a distance of 2632.60 feet to the southwest corner of said Section 25; thence N.88°53'33"W., along the south line of said Section 26, a distance of 2626.45 feet to the south quarter corner of said Section 26; thence N.88°54'08"W., along the south line of said Section 26, a distance of 2586.39 feet to the east right-of-way line of Wyoming State Highway No. 217; thence N.00°20'21"E., along said east right-of-way line, a distance of 2597.67 feet to the south line of the NW¼ of said Section 26; thence S.89°07'06"E., along said south line, a distance of 2585.23 feet to the southeast corner of said NW¼ of Section 26; thence N.00°18'59"E., along the east line of said NW¼, a distance of 2161.47 feet to the south right-of-way line of Interstate Highway 80; thence easterly along the south right-of-way line of said Interstate Highway 80 the following three courses: S.88°25'58"E., a distance of 1819.52 feet to a found WYDOT right-of-way monument; thence S.88°26'03"E., a distance of 2598.94 feet to a found WYDOT right-of-way monument; thence S.88°26'23"E., a distance of 3473.67 feet to the east line of said Section 25; thence S.00°17'57"W., along the east line of said Section 25, a distance of 2011.27 feet to the east quarter corner of said Section 25; thence S.00°17'37"W., along the east line of said Section 25, a distance of 2623.45 feet to the point of beginning. Containing 1008.80 acres more or less.

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STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

*****AFFIDAVIT*****
GRANT OF EASEMENTS

Antelope Meadows LLC, a Wyoming Limited Liability Company, being the owner of a portion of Section 25 and a portion of Section 26, Township 14 North, Range 64 West of the 6th P.M., Laramie County, Wyoming, hereby grants for the use of the public a 80.00 foot access and utility easement for ingress, egress and utility purposes together with three 70 foot radius cul-de-sacs, a 20.00 foot utility easement adjacent to and parallel with each side of the above 80.00 foot access and utility easement and cul-de-sacs, one 16.00 foot utility easement and one 60.00 foot private access and utility easement. The centerline of said 80.00 foot access and utility easement, the centerline of the one 16.00 foot utility easement and the centerline of one 60.00 foot private access and utility easement are more particularly described as follows:

Commencing at the southwest corner of said Section 26; thence S.88°54'08"E, along the south line of said Section 26, a distance of 40.00 feet to the east line of Wyoming State Highway No. 217 (Missile Road); thence N.00°20'21"E., along said east line, a distance of 1101.15 feet to the point of beginning of the centerline of said 80.00 foot access and utility easement; thence S.89°37'14"E., a distance of 292.14 feet; thence northeasterly a distance of 249.18 feet along a curve concave to the northwest, having a radius of 715.69 feet and a central angle of 19°56'54" (chord bearing of N.80°24'19"E., chord distance of 247.92 feet); thence N.70°25'52"E., a distance of 100.00 feet; thence northeasterly a distance of 249.18 feet along a curve concave to the southeast, having a radius of 715.69 feet and a central angle of 19°56'54" (chord bearing of N.80°24'19"E., chord distance of 247.92 feet); thence S.89°37'14"E., a distance of 2606.85 feet to a point hereinafter referred to as "Point A"; thence S.89°37'14"E., a distance of 856.51 feet; thence southeasterly a distance of 218.40 feet along a curve concave to the southwest, having a radius of 687.75 feet and a central angle of 18°11'42" (chord bearing of S.80°31'23"E., chord distance of 217.49 feet); thence S.71°25'33"E., a distance of 100.00 feet; thence southeasterly a distance of 218.40 feet along a curve concave to the northeast, having a radius of 687.75 feet (chord bearing of S.80°31'23"E., chord distance of 217.49 feet); thence S.89°37'14"E., a distance of 347.06 feet; thence S.89°02'20"E., a distance of 1311.36 feet to a point hereinafter referred to as "Point B"; thence S.89°02'16"E., a distance of 1321.45 feet; thence S.89°49'39"E., a distance of 1314.00 feet to a point, said point also being the center of a 70.00 foot radius cul-de-sac; thence N.00°11'54"E., a distance of 2325.24 feet to a point, said point also being the center of a 70.00 foot radius cul-de-sac; thence N.89°49'39"W., a distance of 1314.00 feet; thence N.87°58'27"W., a distance of 2628.76 feet; thence N.89°40'45"W., a distance of 1328.53 feet to a point, said point also being the center of a 70.00 foot radius cul-de-sac and said 80.00 foot

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STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

*****AFFIDAVIT*****
GRANT OF EASEMENT

Antelope Meadows LLC, a Wyoming Limited Liability Company, being owner of a portion of Section 26, Township 14 North, Range 64 West of the 6th P.M., Laramie County, Wyoming, hereby grants for the use of the public a 20.00 foot by 20.00 foot utility easement and a 30.00 foot by 30.00 foot triangular signage easement. Both easements more particularly described as follows:

UTILITY EASEMENT

Beginning at a point on the east line of Wyoming State Highway No. 217 (Missile Road) and the south line of said Section 26 from which the southwest corner of said Section 26 bears N.88°54'08"W., a distance of 40.00 feet; thence N.00°20'21"E., along said east line, a distance of 20.00 feet; thence S.88°54'08"E., a distance of 20.00 feet; thence S.00°20'21"W., a distance of 20.00 feet to the south line of said Section 26; thence N.88°54'08"W., along said south line, a distance of 20.00 feet to the point of beginning.

SIGNAGE EASEMENT

Commencing at the southwest corner of said Section 26; thence S.88°54'08"E., along the south line of said Section 26, a distance of 40.00 feet to the east line of Wyoming State Highway No. 217 (Missile Road); thence N.00°20'21"E., along said East line, a distance of 1011.16 feet to the point of beginning; thence continuing N.00°20'21"E., along said East line, a distance of 30.00 feet; thence S.89°37'14"E., a distance of 30.00 feet; thence S.45°21'34"W., a distance of 42.41 feet to the point of beginning.

IN WITNESS WHEREOF, this Affidavit Grant of Easements has been executed this 2nd day of May, 2002.

Antelope Meadows LLC, a Wyoming Limited Liability Company

J. Sloan Hales
J. Sloan Hales, Member

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by J. Sloan Hales, member of Antelope Meadows LLC, a Wyoming Limited Liability Company this 2nd day of May, 2002.

Witness my hand and seal:

Carol L. Steil
Notary Public

My Commission Expires: 8-13-04

