



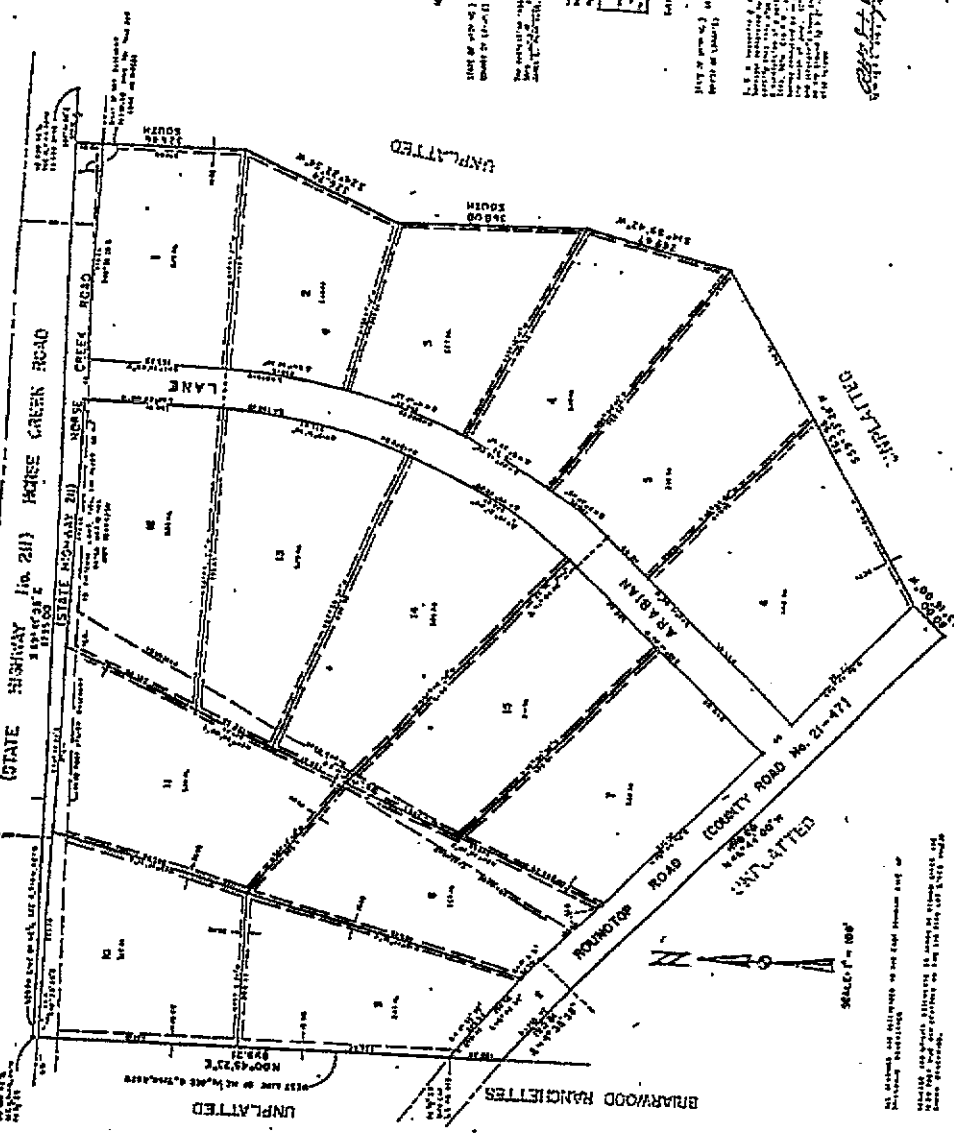
First American Title™

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ARABIAN HILLS FIRST FILING

A Subdivision situated in the
 NE 1/4, SEC. 4, T14N, R27W, 61A P.M.
 LARAVIE COUNTY, WYOMING



NO PROCESSED DOMESTIC WATER SOURCE
 NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM

ALL DISTANCES AND BEARINGS TO THE EAST END OF EACH ROAD TO BE
 MEASURED TO THE CENTER OF THE ROAD UNLESS OTHERWISE NOTED
 DISTANCES TO BE MEASURED TO THE CENTER OF THE ROAD UNLESS OTHERWISE
 NOTED

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____

WITNESSED my hand and seal of office this _____ day of _____, 19____.

Notary Public for Wyoming

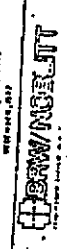
STATE OF WYOMING
 COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____

Notary Public for Wyoming

ARABIAN HILLS FIRST FILING
 NE 1/4, SEC. 4, T14N, R27W, 61A P.M.
 LARAVIE COUNTY, WYOMING



ARABIAN HILLS FIRST FILING
 NE 1/4, SEC. 4, T14N, R27W, 61A P.M.
 LARAVIE COUNTY, WYOMING

NO PROCESSED DOMESTIC WATER SOURCE
 NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM

IMPERIAL HOMES, INC.

TO: The Public

August 22, 1978

ADDENDUM TO DECLARATION OF BUILDING AND USE RESTRICTIVE COVENANTS AND CONDITIONS

THIS INSTRUMENT shall constitute an amendment and an addendum to a Declaration of Building and Use Restrictive Covenants and Conditions as dated June 14, 1977.

1. Section 13 is amended as follows: The maintenance and stabling of horses on Arabian Hills, First Filing, shall be permitted, but provided, however, that any buildings, corrals, stables or other improvements of any kind whatsoever used for or to be used for the maintenance and care of a horse or horses on the premises, shall be subject to specific written approval of the Architectural Control Committee before constructed.

In no event shall more than two such animals be permitted on any single-family residential lot.

As a specific condition of the maintenance of any horses on the premises, or in general the use, maintenance and occupancy of the premises, and to avoid creating nuisances thereon, that owners and occupants shall maintain the natural grass growth on all areas of any lot not otherwise cultivated or covered by improvements.

DATED this 23 day of August, 1978.

IMPERIAL HOMES, INC.

Raymond L. Woods, President



R. J. Rohr, Assistant Secretary

James L. Hunnicutt, Owner

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604.

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me
this 25 day of August, 1978, by Raymond L.
Woods, President of Imperial Homes, Inc. as the free act
and deed of said corporation.

Witness my hand and official seal.

My Commission Expires June 23, 1981

My Commission Expires:

Margie Tigger
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me
this 27 day of August, 1978, by James L.
Hunnicutt.

Witness my hand and official seal.

Margie Pepper - Notary Public
STATE OF WYOMING
My Commission Expires June 23, 1981

My Commission Expires:

Margie Pepper
Notary Public

IMPERIAL HOMES, INC.

TO: The Public

June 14, 1977

DECLARATION OF BUILDING AND USE RESTRICTIVE COVENANTS AND CONDITIONS

THE UNDERSIGNED being the owner in fee simple of the following described property situate in Laramie County, Wyoming, to-wit:

Arabian Hills Estates, First Filing, situate in Sec. 4, T. 14 N., R. 67 West of the 6th P.M., Laramie County, Wyoming

do hereby make this Declaration of Building and Use Restrictive Covenants and Conditions applicable to all of the described property.

1. The use of said lands shall be restricted to a single one-family dwelling, private residential use and a private two-car garage, with a minimum capacity for storage of two cars, appurtenant thereto. No structure shall exceed two stories in height except as may be specifically authorized in advance, in writing, by the Architectural Control Committee.

2. Architectural Restrictions. Uniform quality of workmanship and materials, harmony of external design with existing structure, and location with respect to topography and finish grade elevations shall be afforded. All construction shall be new and no building or buildings may be removed from another location to any site within this subdivision. No wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

3. Dwelling Quality and Size. No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porch and garage shall be less than 1250 square feet or 1100 square feet in a story and one-half structure with 1500 square feet of finished living area or 1000 square feet in a two story structure with 1800 square feet of finished living area with a minimum of two-car garage and all structures shall be constructed with a continuous brick, masonry, concrete or comparable building material in the foundation.

4. Building Locations.

(A) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines required by Laramie County Zoning regulations or as may be restricted by any recorded plat which may be filed for a portion of the area described in and covered by these declarations. In any event, no building shall be located on any lot nearer than 50 feet to the front lot line or nearer than 25 feet to any side lot line except

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or ancestry origin are hereby declared to the extent such restrictions violate 42 USC 3604(c)

as is otherwise herein provided for a planned unit development. Reverse lots shall afford a 50 foot side yard clearance to the street side.

(B) No building shall be located nearer than 25 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.

(C) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building.

5. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Occupancy conditions may be considered to be a nuisance to adjacent property in the event that activity adversely affects such adjacent owners resulting from activities of burning, noise, vermin, health hazards, pollution, odors, undesirable animals or their maintenance and insect pests developing as a condition because of the nature of maintenance or care of the property. No retail, wholesale, manufacturing, repair, business, professional offices, or home occupations of any kind, shall be permitted on any building site or in any single-family dwelling or appurtenant structure.

6. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage and disposal of such material shall be maintained in a clean and sanitary condition. Removal of such refuse from the premises shall be accomplished at intervals of not less than once each month. No individual water supply system or sewage waste disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with requirement, standards and recommendations of the Wyoming State Department of Public Health and Laramie County Zoning requirements.

7. Maintenance of Surface. Earth or gravel shall not be removed from the surface of the premises except for improvement or levelling on the tract involved. Landfill shall be earth only and shall exclude trash, refuse, junk, construction debris or similar materials. Stable conditions of the soil and vegetation shall not be destructively destroyed or disturbed nor shall the surface drainage patterns be changed except in a fully engineered manner which will provide adequate recognition of soil conservation requirements. All damage to soil and vegetation shall be immediately restored to a stable condition.

8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, except that during the period of construction of a permanent residence on the premises that there may be erection of temporary facilities. Such facilities shall be limited to a single period of six months beginning with the first day of erection, on-site location, or the exterior storage of materials

to be utilized for permanent facility construction and ending with final removal and cleanup of all such temporary facilities.

9. Parking of Non-operative Vehicles and Facilities. Parking of trailer-campers, truck-campers, bus-campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 48 hours, when parked on the street in front of a residence or on the parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the premises.

10. Mobile Homes and Recreational Vehicles. All vehicles, boats, snow machines, trailers, campers, truck campers, or bus campers must be parked or stored in covered buildings excluding only motor homes. No mobile home shall be converted to a permanent dwelling.

11. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot, one sign of not more than five 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.

12. Fencing. No fences shall be permitted on any building site in the subdivision except with the prior approval in writing of the architectural control committee.

13. Livestock and Poultry. Commercial animal husbandry shall not be practiced in any form. Any domestic animals and household pets owned by occupants or owners of any portions of said lands, shall be kept confined within owned or occupied premises. No more than two dogs or two cats or a total of two of either of such animals shall be kept and maintained as part of any single household within this area. Litters of any of the foregoing animals may be maintained only until the age of three (3) months is reached, at which time disposition must be made of the excess.

No swine calves, colts, sheep, horses or other similar animals shall be permitted on the premises. Horses may be permitted on a daylight basis but must be stabled elsewhere.

14. Architectural Control Committee.

(A) Grantor herewith appoints a 3-member committee consisting of Raymond L. Woods, Robert J. Rohn and James L. Hunnicutt, as an Architectural Control Committee. This committee shall have the responsibility for reviewing all plans for construction of buildings and other improvements and making such other decisions as are required by the terms, provisions and conditions of this declaration.

(B) The committee shall not be entitled to compensation for services performed pursuant to this covenant.

(C) A decision by the Architectural Control Committee shall be made within 30 days after the date of submission to it of any proposed construction or requirement for approval by an owner or someone in his behalf. In the event that no decision is made within said time, the party submitting the request for consideration may consider that an approval has been obtained by the committee.

(D) Neither the Architectural Control Committee, its members nor its successors or assigns, shall be liable in damages to anyone by reason of any mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to make any approval pursuant to the provisions of this declaration.

15. Amendment. These covenants may be amended by a vote of two-thirds of the owners of lots or tracts situated within the area subject to this filing of protective covenants. Article of Amendment so adopted shall be filed with the County Clerk as an amendment to this Declaration of Building and Use Covenants.

16. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. Enforcement. In the event that any person shall violate any of these covenants, it shall be lawful for the Architectural Control Committee or any owner of any lot or lots in the area to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and in addition, to recover from the party so violating such protective covenants, reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery of the damages. By this provision, it shall in no way obligate the Architectural Committee to institute such legal proceedings for the purpose of attempting to recover damages or enjoin contended violations of these covenants.

18. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DATED this 28 day of June, 1977.

IMPERIAL HOMES, INC.

Raymond L. Woods
Raymond L. Woods
President

BOOK 1113

1265



[Signature]
Rohy, Assistant Secretary

[Signature]
James L. Hunnicutt
Owner

STATE OF WYOMING)
COUNTY OF LARAMIE) ss.

The foregoing instrument was acknowledged before me this 5 day of June, 1977, by Raymond L. Woods, President of Imperial Homes, Inc. as the free act and deed of said corporation.

Witness my hand and official seal.

Margie Pepper - Notary Public
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires June 25, 1981

[Signature]
Notary Public

My commission expires:

STATE OF WYOMING)
COUNTY OF LARAMIE) ss.

The foregoing instrument was acknowledged before me this 25 day of June, 1977, by James L. Hunnicutt.

Witness my hand and official seal.

Margie Pepper - Notary Public
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires June 25, 1981

[Signature]
Notary Public

My commission expires:

A 44

RECORDED MAR 28 1985 4:35 O'CLOCK P.M.
RECEPTION 1985 JANET C. WHITEHEAD, RECORDER

JAMES L. HUNNICUTT

TO: The Public

March 28, 1985

ADDENDUM TO DECLARATION OF
BUILDING AND USE
RESTRICTIVE COVENANTS AND CONDITIONS

THIS INSTRUMENT shall constitute an amendment and an addendum to a Declaration of Building and Use Restrictive Covenants and Conditions as dated June 14, 1977 on Lots 7-8-9-10-11 & 15 Arabian Hills, First Filing situated in Sec. 4, T. 14 N., R. 67 West of the 6th P.M., Laramie County, Wyoming.

1. Section 13 is amended as follows:

Livestock and Poultry. Commercial animal husbandry shall not be practiced in any form. Any domestic animals and household pets owned by occupants or owners of any portions of said lands, shall be kept confined within owned or occupied premises. No more than two dogs or two cats or a total of two of either of such animals shall be kept and maintained as part of any single household within this area. Litters of any of the foregoing animals may be maintained only until the age of three (3) months is reached, at which time disposition must be made of the excess.

No swine, calves, colts, sheep, horses or other similar animals shall be permitted on the premises. Horses may be permitted on a daylight basis but must be stabled elsewhere.

Dated this 28th day of March, 1985.

James L. Hunnicutt
James L. Hunnicutt
Owner

State of Wyoming

County of Laramie

Subscribed and sworn to before me this 28th day of March, 1985.

Ann Berkefeast

Ann Berkefeast
County of Laramie
My Commission Expires Mar. 15, 1987

SURVEY BOUND FOR
 JACK SEILIFF JR.
 J & L CONSTRUCTION
 CHEYENNE, WYOMING
 639-9426

BOOK 1432

CERTIFICATE OF SURVEYOR

STATE OF WYOMING
 COUNTY OF LARAMIE

I, Donald H. Hopkins, a Professional Engineer and
 Land Surveyor registered in the State of Wyoming,
 hereby certify that this plat was made from
 notes of a survey made under my direction and
 witnessed on the 19th day of September, 1995, and
 that the same survey is accurately represented on
 this plat and is staked in the field.



Donald H. Hopkins
 WYOMING REGISTRATION NO. 10000

LAND DESCRIPTION

PARCEL 1
 A portion of Tract 7, Arabian Hills Subdivision, 1st Flinn, Laramie
 County, Wyoming, described as follows: Beginning at the
 southeasterly corner of Tract 7, then S 43°41'00" W along
 the lot line corner to Tract 7, a distance of 273.74
 feet, thence S 89°25'32" E a distance of 285.19 feet, thence
 N 42°16'00" E along the southerly line of Tract 7, a distance
 of 500.00 feet, to the point of beginning. Said parcel containing
 500.00 square feet, more or less, and subject to any existing
 easements, rights of way, or other restrictions of record.

PARCEL 2
 A portion of Tract 15, Arabian Hills Subdivision, 1st Flinn, Laramie
 County, Wyoming, described as follows: Beginning at the
 westerly corner of Tract 15, thence N 24°30'00" E, along
 the line of Tract 15, a distance of 84.58 feet, thence
 S 89°25'32" E a distance of 273.74 feet, thence N 42°16'00" W,
 along the lot line corner to Tract 15, a distance of
 250.00 feet, to the point of beginning. Said parcel containing
 10998.78 square feet, more or less, and subject to any existing
 easements, rights of way, or other restrictions of record.

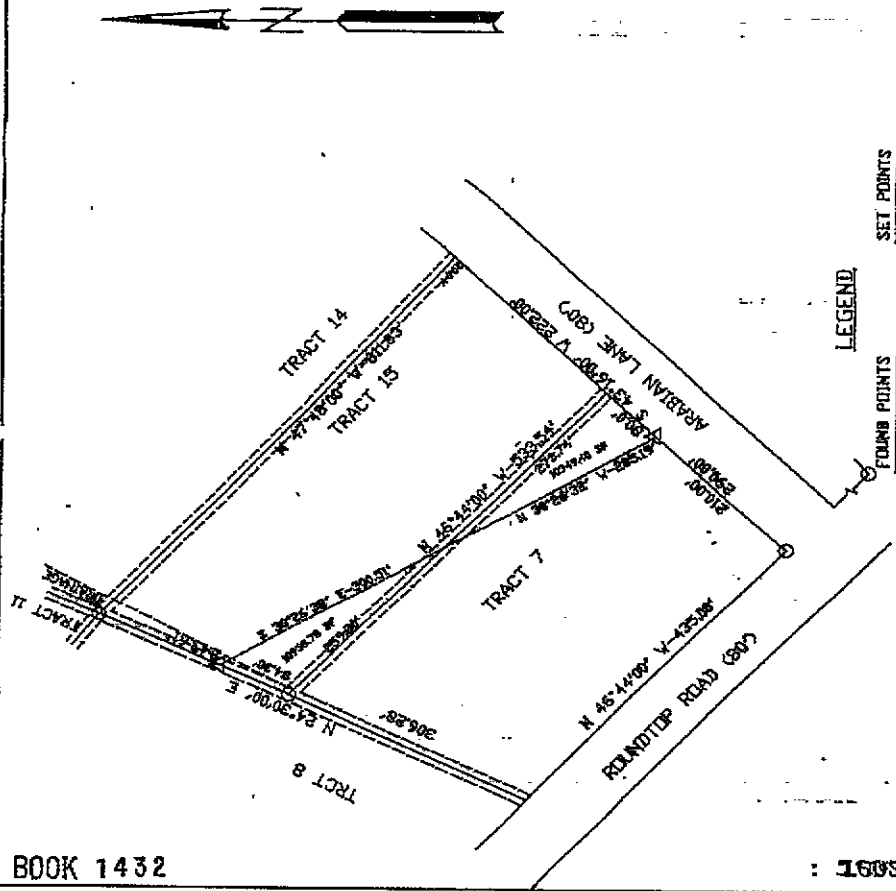
A SURVEY OF

**A PORTION OF TRACTS 7 & 15
 ARABIAN HILLS SUBDIVISION
 FIRST FILING**

LARAMIE COUNTY, WYOMING

SEPTEMBER 19, 1995

SCALE 1" = 100'



LEGEND

- FOUND POINTS
- 5/8" REBAR
- SET POINTS
- 3/8" REBAR & SURVEY CAP

dm hopkins & associates
 3313 Birch place
 Cheyenne, Wyoming
 632-4763 B2001

ANY NUMBERS IN () ARE MEASUREMENTS FOR THIS SURVEY.
 BASIS OF SURVEY-

1995

189513

COPY TO ASSESSOR

LARAMIE COUNTY CLERK
CHEYENNE, WY.

'96 SEP 12 AM 9 53

AFFIDAVIT

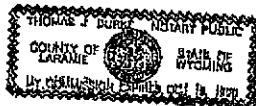
State of Wyoming
County of Laramie

Affiant, Carl Von Rein, under penalty of perjury declares
and states:

- 1) That he is the landowner of A PORTION OF TRACTS 7 & 15, ARABIAN HILLS SUBDIVISION, FIRST FILING, LARAMIE COUNTY, WYOMING more particularly described as (see attachment).
- 2) That said property was surveyed on 09/19/95 by Donald M. Hopkins, a Professional Engineer and Land Surveyor, registered in the State of Wyoming.
- 3) That said survey is accurately represented on the attached plat as staked in the field.

Carl Von Rein
AFFIANT

SWORN TO AND SUBSCRIBED before me this 12TH day of September 1996 at Cheyenne, Wyoming.



Thomas J. Burke
Notary Public

My Commission Expires 10/19/96