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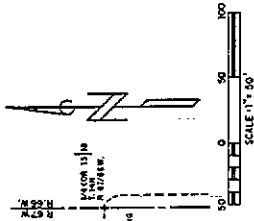
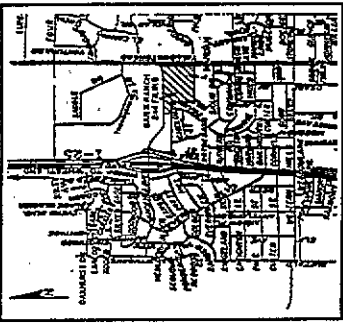
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PROJECT TITLE: FINAL PLAT FOR THE BAR X RANCH 2nd FILING  
 CLIENT: THOMAS E. KILTY, et al.

JOB NO. 2-1641  
 DESIGNED BY: J.M.  
 REVIEWED BY: J.V.  
 APPROVED BY: J.V.  
 DATE: JUNE 1990



VICINITY MAP  
 NOT TO SCALE



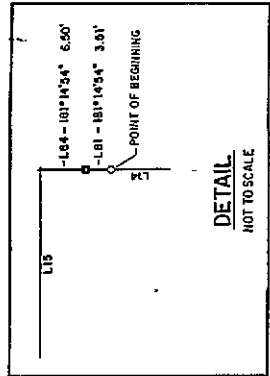
- LEGEND
- INTERNAL CONTROL MONUMENT
  - EXTERNAL CONTROL MONUMENT
  - ADJUSTED "AS BUILT" MONUMENT
  - FOUND "AS BUILT" MONUMENT
  - FOUND WYOMING HIGHWAY DEPARTMENT MONUMENT
  - FOUND "UT" MARK
  - FOUND "UT" ROW BAR
- 1.1 DISTANCES AT THE CORNER OF A PLAT AND ADJACENT DISTANCE

FINAL PLAT  
 FOR  
 THE BAR X RANCH  
 2nd FILING

A REPLAT OF A PORTION OF  
 BLOCK 1  
 THE BAR X RANCH  
 A SUBDIVISION SITUATED IN THE  
 NE 1/4 E. SE 1/4 SECTION 13,  
 T.14 N., R. 67 W., 6th P.M.,  
 LARAMIE COUNTY, WYOMING

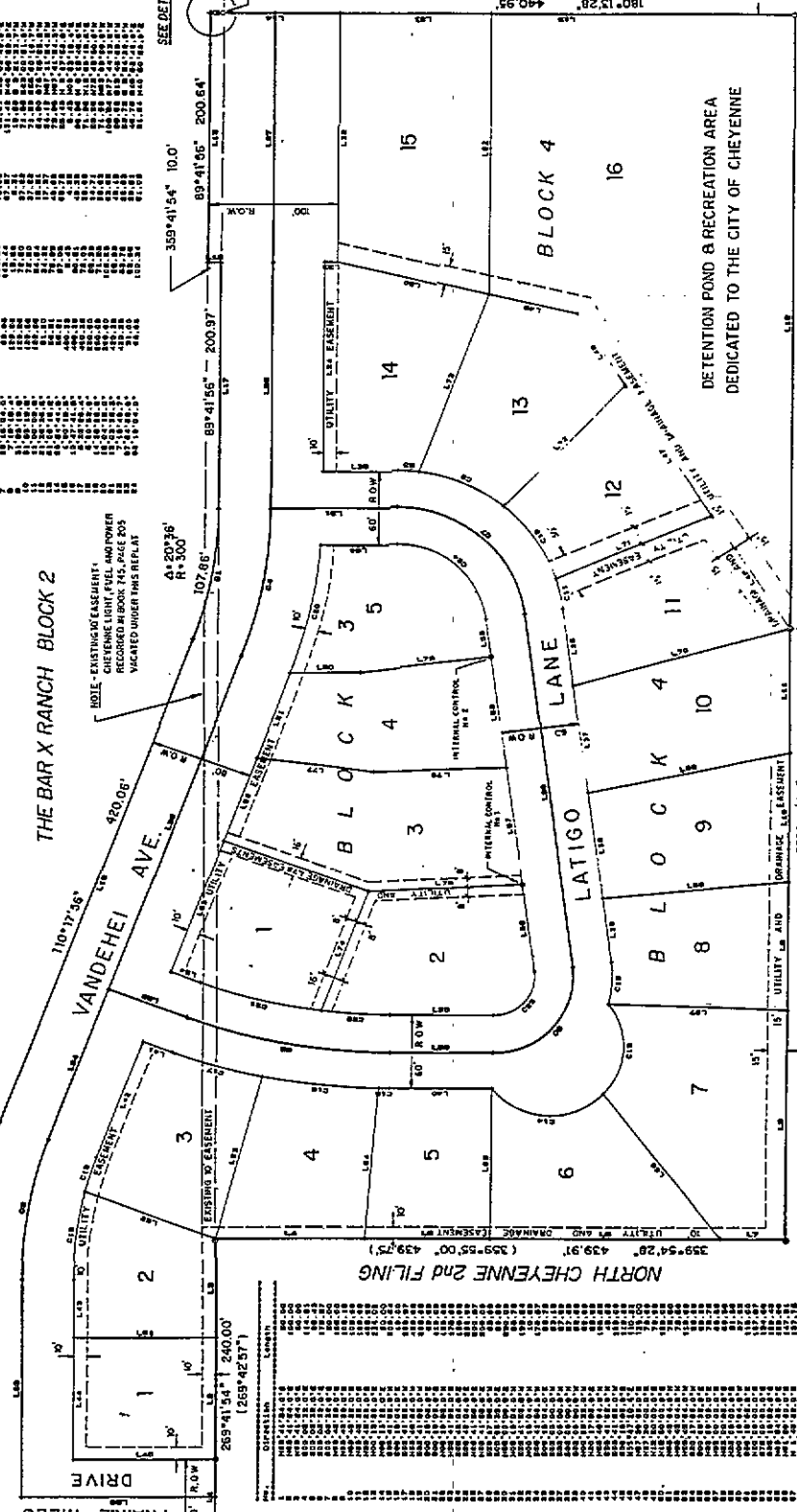
CURVE TABLE

STATION	CHORD BEARING	CHORD LENGTH	ARC BEARING	ARC LENGTH	CHORD BEARING	CHORD LENGTH	ARC BEARING	ARC LENGTH
1	359°41'54"	10.0'	89°41'56"	200.84'	89°41'56"	200.84'	359°41'54"	10.0'
2	359°41'54"	10.0'	89°41'56"	200.84'	89°41'56"	200.84'	359°41'54"	10.0'
3	359°41'54"	10.0'	89°41'56"	200.84'	89°41'56"	200.84'	359°41'54"	10.0'
4	359°41'54"	10.0'	89°41'56"	200.84'	89°41'56"	200.84'	359°41'54"	10.0'
5	359°41'54"	10.0'	89°41'56"	200.84'	89°41'56"	200.84'	359°41'54"	10.0'
6	359°41'54"	10.0'	89°41'56"	200.84'	89°41'56"	200.84'	359°41'54"	10.0'
7	359°41'54"	10.0'	89°41'56"	200.84'	89°41'56"	200.84'	359°41'54"	10.0'
8	359°41'54"	10.0'	89°41'56"	200.84'	89°41'56"	200.84'	359°41'54"	10.0'
9	359°41'54"	10.0'	89°41'56"	200.84'	89°41'56"	200.84'	359°41'54"	10.0'
10	359°41'54"	10.0'	89°41'56"	200.84'	89°41'56"	200.84'	359°41'54"	10.0'
11	359°41'54"	10.0'	89°41'56"	200.84'	89°41'56"	200.84'	359°41'54"	10.0'
12	359°41'54"	10.0'	89°41'56"	200.84'	89°41'56"	200.84'	359°41'54"	10.0'
13	359°41'54"	10.0'	89°41'56"	200.84'	89°41'56"	200.84'	359°41'54"	10.0'
14	359°41'54"	10.0'	89°41'56"	200.84'	89°41'56"	200.84'	359°41'54"	10.0'
15	359°41'54"	10.0'	89°41'56"	200.84'	89°41'56"	200.84'	359°41'54"	10.0'
16	359°41'54"	10.0'	89°41'56"	200.84'	89°41'56"	200.84'	359°41'54"	10.0'



THE BAR X RANCH BLOCK 2

NOTE: EXISTING EASEMENT, UTILITY EASEMENT, AND POWER EASEMENT SHOWN ON THE RECORDED RECORD T-5, PAGE 203, VACATED UNDER THIS REPLAT.



NORTH CHEYENNE 3rd FILING  
 (NORTH CHEYENNE PARK)

- NOTES:
- ALL LOT AND BLOCK OWNERS ARE TO BE INDEMNIFIED WITH 5/8\"/>

CURVEYOR'S CERTIFICATE:

I, JAMES D. VORELL, A REGISTERED LAND SURVEYOR AND LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT THE INFORMATION AND DATA ON WHICH THIS SURVEY WAS MADE ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE NORMAL STANDARD OF CARE OF A PROFESSIONAL LAND SURVEYOR. I HAVE MADE A FIELD CHECK OF THIS SURVEY AND THE RESULTS OF SAID CHECK ARE SHOWN ON THIS MAP. THIS MAP ACCURATELY DEPICTS THE RESULTS OF SAID SURVEY.

INTERIOR CONTROL MONUMENTS: No. 1 R 93, 350, 0642  
 No. 2 D 53, 244, 7919  
 No. 3 D 87, 75, 1182  
 No. 4 L 574, 621, 4105



LOT AREA TABLE

Block	Lot #	Area (sq. ft.)	Area (sq. ft.)
1	1	100.00	100.00
1	2	100.00	100.00
1	3	100.00	100.00
1	4	100.00	100.00
1	5	100.00	100.00
1	6	100.00	100.00
2	1	100.00	100.00
2	2	100.00	100.00
2	3	100.00	100.00
2	4	100.00	100.00
2	5	100.00	100.00
2	6	100.00	100.00
3	1	100.00	100.00
3	2	100.00	100.00
3	3	100.00	100.00
3	4	100.00	100.00
3	5	100.00	100.00
3	6	100.00	100.00

DISTANCE - BEARING TABLE

Station	Distance	Bearing
1	10.00	359°41'54"
2	10.00	359°41'54"
3	10.00	359°41'54"
4	10.00	359°41'54"
5	10.00	359°41'54"
6	10.00	359°41'54"



JOB NO. 2-1641  
 DESIGNED BY: J.M.  
 REVIEWED BY: J.A.S.  
 DRAWN BY: S.T.S.  
 DATE: JUNE 1950

PROJECT TITLE: FINAL PLAT FOR  
 THE BAR X RANCH  
 2nd FILING  
 CLIENT: THOMAS E. KILTY, et al.

SHEET  
 292

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT:  
 Thomas E. Kilty, Donna Joyce Kilty, John Robert Foreman, Betty Brennan Kilty, Kevin T. Kilty, Paul J. Kilty, and the owners in fee simple of lands embraced in this plat, do hereby dedicate to the public the lands shown on the plat attached hereto, as it appears on this plat, to be their free and open to the public for the purposes indicated hereon, and grant the easements for the purposes indicated hereon.

*Thomas E. Kilty*  
 Thomas E. Kilty  
*Donna Joyce Kilty*  
 Donna Joyce Kilty  
*John Robert Foreman*  
 John Robert Foreman  
*Betty Brennan Kilty*  
 Betty Brennan Kilty  
*Kevin T. Kilty*  
 Kevin T. Kilty  
*Paul J. Kilty*  
 Paul J. Kilty

**ACKNOWLEDGEMENT**

State of Wyoming } SS  
 County of Platte }

The dedication instrument was acknowledged before me by Thomas E. Kilty and Donna Joyce Kilty, on this 24th day of July, 1950.

Notary Public: *Paul J. Kilty*  
 My Commission Expires: July 27, 1950.

State of Wyoming } SS  
 County of Platte }

The dedication instrument was acknowledged before me by Debra A. Kilty, on this 23rd day of July, 1950.

Notary Public: *Paul J. Kilty*  
 My Commission Expires: July 27, 1950.

State of Wyoming } SS  
 County of Platte }

The dedication instrument was acknowledged before me by Betty Brennan Kilty, on this 23rd day of July, 1950.

Notary Public: *Paul J. Kilty*  
 My Commission Expires: July 27, 1950.

State of Wyoming } SS  
 County of Platte }

The dedication instrument was acknowledged before me by Orlan V. Kilty and Kevin T. Kilty, on this 26th day of July, 1950.

Notary Public: *Paul J. Kilty*  
 My Commission Expires: July 27, 1950.

**ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT**

State of Wyoming } SS  
 County of Platte }

The foregoing instrument was acknowledged before me by Orlan V. Kilty, who acknowledged himself to be the attorney-in-fact for John Robert Foreman, and I have acknowledged that he executed the same as the act of his principal, for the purposes therein contained.

Notary Public: *Paul J. Kilty*  
 My Commission Expires: July 27, 1950.

**DESCRIPTION**

A portion of 61/4 of the Bar X Ranch subdivision situated in the northwest 1/4 of Section 13, Township 15 North, Range 41 West of the 4th P.M., Laramie County, Wyoming, more particularly described as follows:  
 Beginning at the point of intersection of the west right-of-way line of Yellowstone Road and the east-west centerline of said Section 13; thence 180 degrees 13 minutes 28 seconds, 618 feet along said centerline to the intersection of the north-south right-of-way line with the north-south centerline of said Section 13; thence north 17 degrees 16 minutes 29 seconds, a distance of 400.55 feet along said centerline to the north line of North Cheyenne 2nd Filing; thence north-south (typical) 165 degrees 29 seconds, a distance of 391.16 feet to the intersection of the north-south centerline of said Section 13 with the north-south centerline of said Section 13; thence 439.31 feet to the northeast corner of said North Cheyenne 2nd Filing; thence 219 degrees 41 minutes 51 seconds along the north-south centerline of said Section 13 to the intersection of the north-south centerline of said Section 13 with the north-south centerline of said Section 13; thence 359 degrees 41 minutes 31 seconds, a distance of 139.08 feet to the northeast corner of said Section 13; thence 36 degrees 38 seconds and a radius of 300.00 feet, a distance of 129.43 feet; thence 110 degrees 17 minutes 56 seconds, a distance of 107.86 feet; thence 89 degrees 41 minutes 26 seconds, a distance of 202.97 feet; thence 339 degrees 41 minutes 51 seconds, a distance of 200.64 feet; thence 161 degrees 18 minutes 31 seconds, a distance of 10.01 feet, more or less to the point of beginning. Said parcel contains 27.37 acres more or less.

**APPROVALS**

Approved by the Cheyenne-Laramie County Regional Planning Commission this 24th day of July, 1950.  
*Secretary*  
 Approved by the City Council of the City of Cheyenne, Wyoming this 24th day of July, 1950.  
 CITY CLERK *Secretary*

**FILING RECORD**

This is a true and correct copy of the original instrument as filed for record in the office of the County Clerk of Laramie County, Wyoming, on this 24th day of July, 1950.  
 COUNTY CLERK

FINAL PLAT  
 FOR  
 THE BAR X RANCH  
 2nd FILING  
 A REPLAT OF A PORTION OF  
 BLOCK 1  
 THE BAR X RANCH  
 A SUBDIVISION SITUATED IN THE  
 NE 1/4 & SE 1/4 SECTION 13  
 T. 14N., R. 67W., 6th P.M.  
 LARAMIE COUNTY, WYOMING

FILING RECORD  
 This is a true and correct copy of the original instrument as filed for record in the office of the County Clerk of Laramie County, Wyoming, on this 24th day of July, 1950.  
 COUNTY CLERK

D-46  
Approved MB

RECEIVED  
LARAMIE COUNTY  
CHEYENNE, WY.



State of Wyoming )  
                          )ss  
County of Laramie )

'91 MAY 1 PM 2 06

084105

BAR X DEVELOPERS, A Limited Liability Company  
to  
THE PUBLIC

**DECLARATION OF PROTECTIVE COVENANTS  
THE BAR X RANCH, 2ND FILING  
Except Lot 1 and 2, Block 4**

A replat of a portion of Block 1, The Bar X Ranch,  
City of Cheyenne, Laramie County, Wyoming

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Bar X Developers, a limited liability company organized under the laws of the State of Wyoming, being the owner in fee simple of The Bar X Ranch, 2nd Filing, an addition to the City of Cheyenne, Laramie County, Wyoming, does here by make this Declaration of Protective Covenants applicable to all the described property.

1. One Family Residences Required. No lot shall be used except for a one family residential dwelling, with associated one-three car garage. When the design is deemed appropriate, a garage for a fourth car may be allowed only upon specific written authorization of the Architectural Control Committee.

2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a site plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevations. All construction shall be new and no building or buildings may be removed from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line, except the fencing to be erected by Bar X Developers adjacent to Yandehel Avenue. Approval by the Architectural Control Committee shall be as provided in paragraph #15.

3. Dwelling Quality and Size. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages, of 2,200 square feet; except where the principal dwelling is a 1 1/2 or 2 story home, the total living area above ground is not less than 2,400 square feet. It is understood that these minimum area requirements shall be determined by measurement of the framing dimensions of the living quarters only and are exclusive of basement area.

Exterior colors and exterior construction materials of all dwellings must be approved, in writing, by the Architectural Control Committee. Unless otherwise approved, a dwelling must have no less than 25% of the exterior surface covered with appropriate masonry, exclusive of fireplaces. Roofing must be shake shingles, Woodroof (or equivalent product) or Timberline asphalt (or equivalent weight and grade product) shingles. Specifically, no T-lock or 3-tab shingles will be permissible.

An engineered foundation and a perimeter drain system sufficient to satisfy the Engineer of the City of Cheyenne will be required for each home to be built.

4. Minimum Lot Size and Building Locations.

A. No residential structure shall be erected or placed on less than one lot. No lot shall be further divided. If more than one lot shall be combined to build one dwelling on, these conditions shall apply to the combined lots as if they were one site.

B. No structure shall be located closer to the front lot line than 30 feet, nor closer to the rear lot line than 25 feet.

C. No structure shall be located closer than 7.5 feet from side lot lines.

D. For the purposes of this covenants, eaves, steps, and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building, to encroach upon another lot.

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



5. Landscaping: No xeriscape landscaping, desert landscaping, gravel, etc. will be permitted on any lot this subdivision. There will be no front yard fencing, except that small unobtrusive portions of aesthetically pleasing fencing might be allowed in connection with a total landscape plan, which would require the approval of the Architectural Control Committee.

6. Fencing abutting Vandehel Avenue: A standard fencing is being installed along Vandehel Avenue by the Bar X Developers on initial development of the lots. No portion of that fence will be painted, removed, replaced or altered in a manner which detracts from the conformity of design. The fencing on each lot will be appropriately maintained by the owner of that lot.

7. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on public record. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

8. Street Access and Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such a distance to such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

No driveway access, either front or rear or sideyard, will be allowed onto Vandehel Avenue from any lot, except Lot 15, Block 4, of this plat.

9. 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.

10. Temporary Structures: No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage, or barn shall be used on any lot at any time as a residence, either temporary or permanent. However, this covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structure whenever the same has been on the premises an unreasonable length of time, or in any other way, has become a nuisance.

11. Parking and Non-Operative Vehicles and Facilities: Parking of trailers, campers, recreational vehicles and otherwise large vehicles shall be limited to a period of 72 hours, when parked on the street in front of a residence or a 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 the 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 street in front of a residence or in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.

12. Signs: No sign of any kind, on any lot, shall be displayed in public view except one professional 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 periods.

13. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.



14. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

15. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash and garbage. Garbage and all waste shall be kept in sanitary containers.

16. The Architectural Control Committee shall be composed of the following persons: Tom Kilty, Joy Kilty, Dale Keizer and Sharon Keizer. 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 designate a successor. None of the members of the committee, nor their designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. After 5 years from the date of this instrument, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee, or to amend any powers or duties of the committee.

17. Procedure: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to review the plans or issue a written approval or disapproval within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

18. 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.

19. Enforcement: In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area or the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenants 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.

20. Severability: Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

BAR X DEVELOPERS,  
a Limited Liability Company

by Thomas E. Kilty Member  
Bar X Ranches

by John Robert Sorensen Member  
~~John Robert Sorensen~~  
Attorney in Fact for John Robert Sorensen

by Dale M. Keizer Member  
Dale M. Keizer

by Sharon J. Keizer Member  
Sharon J. Keizer

STATE OF WYOMING )  
                          )SS:  
COUNTY OF LARAMIE)

The foregoing DECLARATION OF PROTECTIVE COVENANTS ON BAR X RANCH, 2nd Filing, was acknowledged before me by Thomas E. Kilty, Dale M. Keizer and Sharon J. Keizer

Sharon J. Keizer  
this 7<sup>th</sup> day of April 1991. WITNESS MY HAND AND OFFICIAL SEAL.  
County of Laramie State of Wyoming  
My Commission Expires June 7, 1992

DANA L. GREGORY, NOTARY PUBLIC  
County of Laramie State of Wyoming  
My Commission Expires June 7, 1992



Protective Covenants  
Bar X Ranch, 2nd Filing  
Page 4

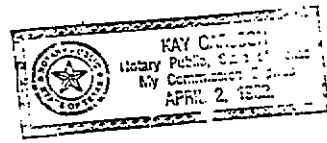
STATE OF TEXAS )  
                  )SS:  
COUNTY OF Andrews

The foregoing DECLARATION OF PROJECTIVE COVENANTS ON BAR X RANCH, 2nd Filing, was  
acknowledged before me by J. William Sorenson

ATTORNEY IN FACT FOR JOHN ROBERT SORENSEN  
this 25<sup>th</sup> day of April, 1991. WITNESS MY HAND AND OFFICIAL SEAL.

Kay Carlson  
Notary Public

My Commission Expires: 4-2-92





State of Wyoming )  
                                  ) ss:  
County of Laramie )

BAR X DEVELOPERS, A Limited Liability Company  
to  
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS

THE BAR X RANCH, 2ND FILING  
Lot 1 and 2, Block 4

A replat of a portion of Block 1, The Bar X Ranch,  
-and-

ALL LOTS IN THE BAR X RANCH, 4TH FILING

A replat of a portion of Block 1, The Bar X Ranch, and a Portion of  
Block 17 & 18, North Cheyenne 2nd Filing,  
City of Cheyenne, Laramie County, Wyoming

RECEIVED  
LARAMIE COUNTY  
CHEYENNE, WY.  
33 OCT 8 PM 3 51  
128164

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Bar X Developers, a limited liability company organized under the laws of the State of Wyoming, being the owner in fee simple of two lots in The Bar X Ranch, 2nd Filing, and the Bar X Ranch, 4th Filing, additions to the City of Cheyenne, Laramie County, Wyoming, does here by make this Declaration of Protective Covenants applicable to all the described property.

1. One Family Residences Required. No lot shall be used except for a one family detached residential dwelling, with associated two or three car garage. When the design is deemed appropriate, a garage for a fourth car may be allowed only upon specific written authorization of the Architectural Control Committee.

2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a site plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevations. All construction shall be new and no building or buildings may be removed from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. Approval by the Architectural Control Committee shall be as provided in paragraph #15.

3. Dwelling Quality and Size. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages, of 2,200 square feet; except where the principal dwelling is a 1 1/2 or 2 story home, the total living area above ground is not less than 2,400 square feet. It is understood that these minimum area requirements shall be determined by measurement of the framing dimensions of the living quarters only and are exclusive of basement area.

Exterior colors and exterior construction materials of all dwellings must be approved, in writing, by the Architectural Control Committee. A dwelling must have no less than 25% of the exterior surface covered with brick, rock or appropriate masonry. When a Dryvit™ (or equivalent product) is used on the entire exterior of the home, it will be deemed to be appropriate masonry. Roofing must be shake shingles, Woodroof (or equivalent product) or Timberline asphalt (or equivalent weight and grade product) shingles. Specifically, no T-lock or 3-tab shingles will be permissible.

An engineered foundation and a perimeter drain system sufficient to satisfy the Engineer of the City of Cheyenne will be required for each home to be built.

4. Minimum Lot Size and Building Locations.

A. No residential structure shall be erected or placed on less than one lot. No lot shall be further divided. If more than one lot shall be combined to build one dwelling on, these conditions shall apply to the combined lots as if they were one site.

B. Specific Site Requirements for specific lots:

- a. Lot 1, Block 4, Bar X Ranch 2nd Filing:  
The home built on this lot must have the front on Vandehei Avenue and access the garage and driveway off Prairie Hills Drive.
- b. Lot 2, Block 4, Bar X Ranch, 2nd Filing:  
The home built on this lot must have the front and driveway access off Vandehei Avenue.
- c. Lot 1, Block 1, and Lot 9, Block 1, Bar X Ranch, 4th Filing:  
The home built on these lots must have the front on Stampede Circle.





C. Front & Rear Set back Requirements:

a. Lots 1 through 9, Block 1:

No structure shall be located closer to the front lot line than 20 feet, nor closer to the rear lot line than 20 feet. These lots have been granted a variance by the City of Cheyenne to allow these reduced set backs.

b. Remaining Lots:

No structure shall be closer to the front lot line than 25 feet, nor closer to the rear lot line than 25 feet.

D. No structure on any lot shall be located closer than 7.5 feet from side lot lines.

E. For the purposes of this covenants, eaves, steps, and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building or improvements to encroach upon another lot.

5. Landscaping: No xeriscape landscaping, desert landscaping, gravel, etc., will be permitted on any lot this subdivision. There will be no front yard fencing, except that small unobtrusive portions of aesthetically pleasing fencing might be allowed in connection with a total landscape plan, which would require the approval of the Architectural Control Committee.

6. Fencing abutting Vandehai Avenue and Cherokee Street: A standard fencing is being installed along portions of Vandehai Avenue and Cherokee Street by the Bar X Developers on initial development of the lots. Along the rear lot lines of Lots 5, 6, 7, 8 and 9, Block 1, a 6' high cedar fence with brick pillars will be installed. Along the rear lot lines of Lots 1, 2, 3, and 4, a 4' high cedar fence with brick pillars will be installed. No portion of that fence will be painted, removed, replaced or altered in a manner which detracts from the conformity of design. The fencing and sidewalk adjacent to the fence on each lot will be appropriately maintained by the owner of that lot.

7. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on public record. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

8. Street Access and Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such a distance to such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

No driveway access, either front, rear or sideyard, will be allowed onto Vandehai Avenue from Lots 6, 7, 8 or 9, Block 1, The Bar X Ranch Fourth Filing.

No driveway access, either front, rear or sideyard, will be allowed on to Cherokee Street from Lots 1, 2, 3 or 4, Block 1, The Bar X Ranch Fourth Filing.

9. Nuisances: No obnoxious 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.

10. Auxiliary Structures: No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage, or barn shall be used on any lot at any time as a residence, either temporary or permanent.

No detached structures for storage will be allowed.

However, this covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structure whenever the same has been on the premises an unreasonable length of time, or in any other way, has become a nuisance.

11. Parking and Non-Operative Vehicles and Facilities: Parking of trailers, campers, recreational vehicles and otherwise large vehicles shall be limited to a period of 72 hours, when parked on the street in front of a residence or a 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 the 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. No storage of recreational vehicles of any type will be allowed in the rear yards of Lots 1, 2, 3 and 4, Block 1, Bar X Ranch Fourth Filing.



Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.

12. Signs: No sign of any kind, on any lot, shall be displayed in public view except one professional 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 periods.

13. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

15. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash and garbage. Garbage and all waste shall be kept in sanitary containers.

16. The Architectural Control Committee shall be composed of the following persons: Joy Kilty, Dale Keizer and Sharon Keizer. 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 designate a successor. None of the members of the committee, nor their designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. After 5 years from the date of this instrument, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee, or to amend any powers or duties of the committee.

17. Procedure: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to review the plans or issue a written approval or disapproval within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

18. 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.

19. Enforcement: In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area or the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenants 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.

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

BAR X DEVELOPERS,  
a Limited Liability Company

by Dale M. Keizer  
Dale M. Keizer, President

by Donna Joyce Kilty  
Donna Joyce Kilty, Vice-President

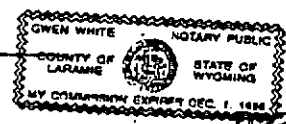
STATE OF WYOMING )  
                          )SS:  
COUNTY OF LARAMIE)

The foregoing DECLARATION OF PROTECTIVE COVENANTS ON BAR X RANCH, 2nd Filing, was acknowledged before me by Dale M. Keizer as President and Donna Joyce Kilty, Vice-President of Bar X Ranch, 1993. this 20th day

WITNESS MY HAND AND OFFICIAL SEAL

My Commission Expires: 12-1-96

Gwen White  
Notary Public



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COPY TO ASSESSOR

RECORDED  
LARAMIE COUNTY  
CHEYENNE, WY.

State of Wyoming )  
                          ) ss:  
County of Laramie )

94 FEB 22 PM 3 16

BAR X DEVELOPERS, A Limited Liability Company  
to  
THE PUBLIC

136746

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

THE BAR X RANCH, 2ND FILING

Lot 1 and 2, Block 4

A replat of a portion of Block 1, The Bar X Ranch,

-and-

ALL LOTS IN THE BAR X RANCH, 4TH FILING

A replat of a portion of Block 1, The Bar X Ranch, and a Portion of

Block 17 & 18, North Cheyenne 2nd Filing,

City of Cheyenne, Laramie County, Wyoming

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Bar X Developers, a limited liability company organized under the laws of the State of Wyoming, being the owner in fee simple of two lots in The Bar X Ranch, 2nd Filing, and the Bar X Ranch, 4th Filing, additions to the City of Cheyenne, Laramie County, Wyoming, does here by make the following Amendment to the Declaration of Protective Covenants originally recorded on Oct. 8, 1993 in Book 1355, Pages 0718-0720 applicable to all the described property.

4. Minimum Lot Size and Building Locations. Section a. This specific restriction on Lot 1, Block 4, Bar X Ranch 2nd Filing is eliminated. All other terms and conditions of ¶4 shall remain the same.

6. Fencing abutting Vandehel Avenue and Cherokee Street. Along the rear lot lines of Lots 1, 2, 3, and 4, Block 1, a 6' high cedar fence with brick pillars will be installed, in lieu of the 4' fence originally noted. All other terms and conditions of this ¶ 6 shall remain the same.

All other terms and conditions not specifically changed in this Amendment, will remain the same.

This Amendment was signed this 10<sup>th</sup> day of January, 1994.

BAR X DEVELOPERS,  
a Limited Liability Company

by Dale M. Keizer  
Dale M. Keizer, President

by Donna Joyce Kilty  
Donna Joyce Kilty, Vice-President

STATE OF WYOMING )  
                          ) ss:  
COUNTY OF LARAMIE )

The foregoing DECLARATION OF PROTECTIVE COVENANTS ON BAR X RANCH, 2nd Filing, was acknowledged before me by Dale M. Keizer as President, and Donna Joyce Kilty, Vice-President this 10<sup>th</sup> day of January, 1994. WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 12-1-96

Gwen White  
Notary Public

