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**DEDICATION**

MUCH ALL RECORDS BY THESE PRESENTS THAT: Pelita Valley Flooded Service Company, a Wyoming Limited Liability Company, having its principal office at 101 S. Broadway, Cheyenne, Wyoming, has caused this plat to be prepared, recorded and hereon as THE BAR X RANCH 7th FILING, do hereby dedicate to the City of Cheyenne, Wyoming, the easement shown on this plat and shown in accordance with the easement, and do hereby grant the easement for the purposes indicated herein.

Pelita Valley Flooded Service Company, Inc. A Colorado Corporation

*[Signature]*  
 BRITTA R. RINA, Registered Professional Surveyor

*[Signature]*  
 PAUL PROWSE, LLC/a Wyoming Limited Liability Company

*[Signature]*  
 DONALD L. COOPER, Member

**ACKNOWLEDGEMENTS**

STATE OF WYOMING }  
 COUNTY OF LARAMIE }

This dedication instrument was acknowledged before me this 20<sup>th</sup> day of January, 2004, by Paul Prowse, LLC, a Wyoming Limited Liability Company, and Donald L. Cooper, Member of Pelita Valley Flooded Service Company, Inc. a Colorado Corporation.

*[Signature]*  
 My Commission Expires: 11-11-2005

STATE OF WYOMING }  
 COUNTY OF LARAMIE }

This dedication instrument was acknowledged before me this 20<sup>th</sup> day of January, 2004, by Paul Prowse, LLC, a Wyoming Limited Liability Company, and Donald L. Cooper, Member of Pelita Valley Flooded Service Company, Inc. a Colorado Corporation.

*[Signature]*  
 My Commission Expires: 11-11-2005

**APPROVALS**

Approved by the Cheyenne-Laramie County Regional Planning Commission this 21<sup>st</sup> day of January, 2004.

*[Signature]*  
 for [Signature]

Approved by the City Council of the City of Cheyenne, Wyoming, this 21<sup>st</sup> day of January, 2004.

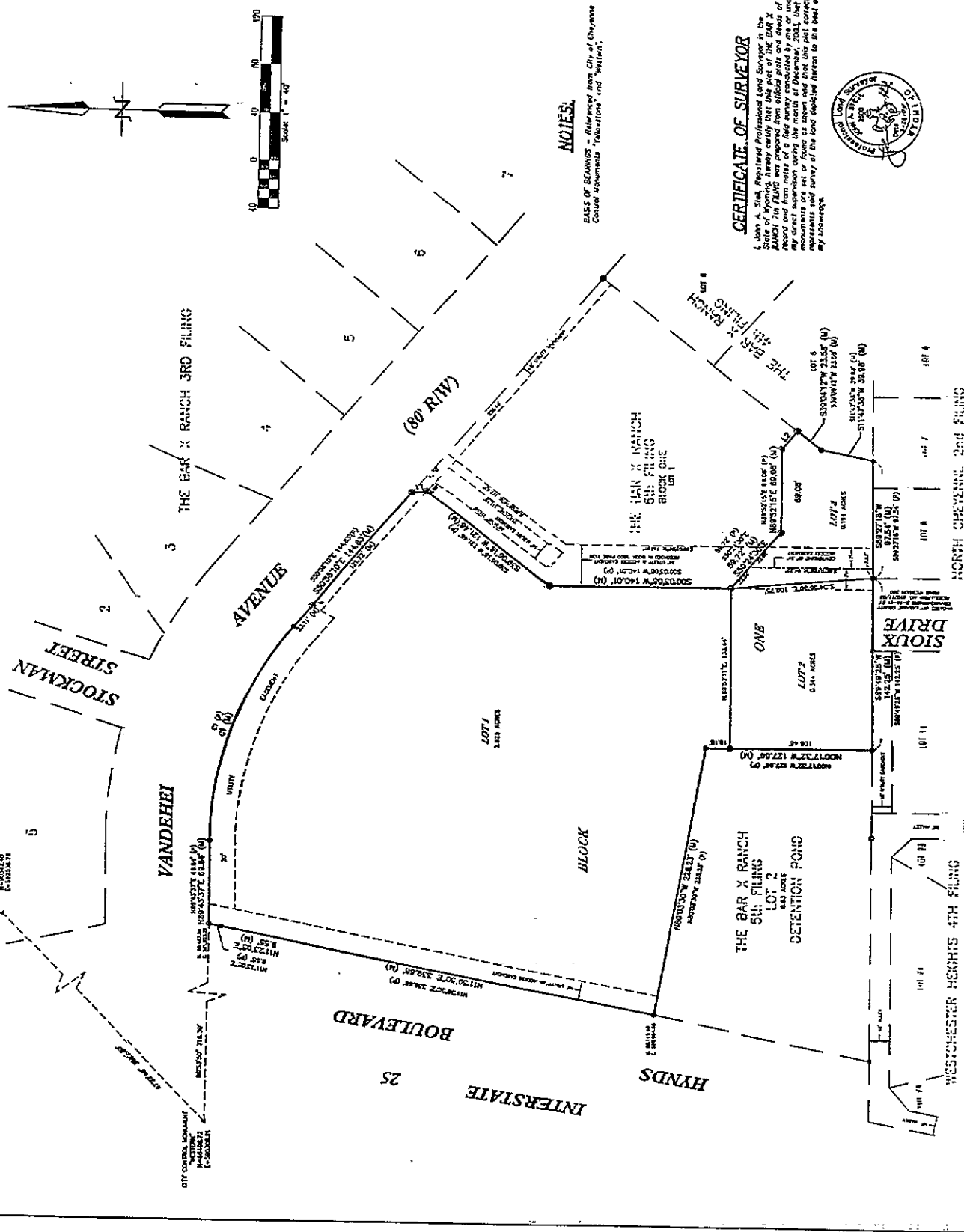
*[Signature]*  
 J. R. [Signature]  
 ATTEST: [Signature]  
 City Clerk

**THE BAR X RANCH 7th FILING**

A REPLAT OF LOT 2, BLOCK ONE  
 THE BAR X RANCH, 6th FILING,  
 CITY OF CHEYENNE,  
 LARAMIE COUNTY, WYOMING.

PREPARED: JANUARY, 2004

**STELL SURVEYING SERVICES, LLC**  
 PROFESSIONAL LAND SURVEYORS



**CERTIFICATE OF SURVEYOR**

I, John A. Stell, Registered Professional Land Surveyor, State of Wyoming, hereby certify that this plat for THE BAR X RANCH 7th FILING was prepared from official plats and deeds of record and from notes of a field survey conducted by me or under my supervision and that the same are true and correct. I also certify that the monuments are set or found as shown on this plat and that the same represent a true and correct survey of the land depicted thereon to the best of my knowledge.



**NOTES:**

BASE OF SCARVOS - Referenced from City of Cheyenne Control Monument 'Molokai' and 'William'.

**LINE DATA**

LINE DATA	1/4" = 40'
SCALE	1/4" = 40'
DATE	1/20/04
BY	JAS

**CURVE DATA (N) & (P)**

CURVE DATA (N) & (P)	1/4" = 40'
SCALE	1/4" = 40'
DATE	1/20/04
BY	JAS

**LEGEND**

- 1/4" = 40' UTM GRID WITH 1/4" INTERVALS OF 100 METERS
- 1/4" = 40' UTM GRID WITH 1/4" INTERVALS OF 100 METERS
- 1/4" = 40' UTM GRID WITH 1/4" INTERVALS OF 100 METERS
- 1/4" = 40' UTM GRID WITH 1/4" INTERVALS OF 100 METERS
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- 1/4" = 40' UTM GRID WITH 1/4" INTERVALS OF 100 METERS
- 1/4" = 40' UTM GRID WITH 1/4" INTERVALS OF 100 METERS

**NEIGHBORHOOD**  
 WESTCHESTER HEIGHTS 4TH FILING

**FLILING RECORD**  
 Description: 3.82, 5.21  
 Date of Filing: 01/20/04  
 City of Cheyenne: 1001  
 County of Laramie: 1001  
 State of Wyoming: 1001  
 Surveyor: JAS

**AZIMUTH**  
 Azimuth: 100.000000  
 Azimuth: 100.000000  
 Azimuth: 100.000000  
 Azimuth: 100.000000

**NEIGHBORHOOD MAP**  
 1001 21  
 1001 21  
 1001 21  
 1001 21

222318

State of Wyoming )  
 ) ss:  
 County of Laramie )  
 BAR X INVESTORS, A Limited Liability Company  
 to  
 THE PUBLIC

LARAMIE COUNTY CLERK  
 CHEYENNE, WY.

'98 APR 9 PM 1 39

DECLARATION OF PROTECTIVE COVENANTS

A PORTION OF BLOCK 1,  
 THE BAR X RANCH,

A Subdivision of the City of Cheyenne, Laramie County, Wyoming  
 (MORE PARTICULARLY DESCRIBED IN ATTACHMENT 'A' HERETO)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Bar X Investors, a limited liability company organized under the laws of the State of Wyoming, being the owner in fee simple of a Portion of Block 1, The Bar X Ranch, an addition to the City of Cheyenne, Laramie County, Wyoming, (more particularly described in Attachment "A") does here by make this Declaration of Protective Covenants applicable to all the described property.

1. 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. Approval by the Architectural Control Committee shall be as provided in paragraph #9.

2. 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.

3. Signs: Signs will be allowed for the advertising of the business on each lot. Signs will advertise the business on site and shall not be leased or rented for other purposes.

A. One freestanding sign and one monument type sign on the ground will be allowed for each site. Signs will conform to the following height and size requirements for either freestanding or ground signs:

Distance from Street right-of-way line (feet)	Maximum height overall (feet)	Maximum size allowed per side (square feet)
0	10	20
5	12	30
10	14	40
15	16	50
20	18	60
25	20	70
30	25	80
35	30	90
40	35	100
45	50	120
50 and more	50	144

B. In addition to the freestanding sign and monument type sign, wall signs are allowed provided the sign area does not exceed twenty percent (20%) of the area of the wall to which the sign is attached.

C. The following types of signs are not allowed:

- a. Bill boards
- b. Electronic message centers
- c. Flashing signs
- d. Revolving beacon signs

4. 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, either temporary or permanent. However, this covenant shall not restrict a builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting buildings, 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.



*OK*

Bar X Ranch  
Protective Covenants  
Page 2

5. 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.
6. 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.
7. 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.
8. Screening and Garbage/Refuse Disposal: All Exterior HVAC units will be screened from public view. 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 and screened from public view.
9. The Architectural Control Committee shall be composed of the following persons: Donna Joyce Kilty, Kevin 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 ten 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.
10. 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 60 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.
11. 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 ten 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.
12. 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.
13. Severability: Invalidation of any provisions 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 INVESTORS,  
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 was acknowledged before me by Dale M. Keizer as President and Donna Joyce Kilty as Vice-President of Bar X Investors, LLC.

this 1998 day of March, 1998  
  
My Commission Expires: 5/13/98

WITNESS MY HAND AND OFFICIAL SEAL

Dale M. Keizer  
Notary Public

Attachment "A"  
Declaration of Protective Covenants  
Bar X Ranch-A portion of Block 1

*dw*

LAND DESCRIPTION

A portion in Block 1, The Bar X Ranch, a subdivision situated in the NE $\frac{1}{4}$  and the SE $\frac{1}{4}$  of Section 13, Township 14 North, Range 67 West of the 6th P.M., City of Cheyenne, Laramie County, Wyoming, more particularly described as follows:

Commencing at the southwest corner of said Block 1; thence 89°45'04", along the south line of said Block 1, a distance of 260.03 feet to the point of beginning; thence 359°45'08", a distance of 235.00 feet; thence 30°29'51", a distance of 227.34 feet to the southwesterly right-of-way line of Vandehel Avenue; thence 129°04'36", along said southwesterly right-of-way line, a distance of 350.00 feet to the northwesterly corner of The Bar X Ranch 4th Filing; thence 219°04'40", along the westerly line of said The Bar X Ranch 4th Filing, a distance of 218.89 feet; thence 191°40'11", along said westerly line, a distance of 39.97 feet to the south line of said Block 1; thence 269°41'54", a distance of 157.61 feet; thence 269°45'04", continuing along said south line, a distance of 82.39 feet to the point of beginning. Containing 2.4748 acres more or less.

Subject to easements, covenants, restrictions and encumbrances legally acquired.

LARAMIE COUNTY CLERK  
CHEYENNE, WY.

1999 APR 22 PH 2:31

250263

STATE OF WYOMING )  
                          ) :ss  
COUNTY OF LARAMIE )

BAR X INVESTORS, a Limited Liability Company,  
and TRI-COUNTY BANCORP, INC., a Wyoming  
corporation  
to  
THE PUBLIC

**FIRST AMENDED DECLARATION OF  
PROTECTIVE COVENANTS**

**LOTS 1 AND 3, THE BAR X RANCH 5<sup>TH</sup> FILING, A REPLAT  
OF A PORTION OF BLOCK 1 OF THE BAR X RANCH, A  
SUBDIVISION SITUATED IN THE NE<sup>1</sup>/<sub>4</sub> AND SE<sup>1</sup>/<sub>4</sub> OF  
SECTION 13, TOWNSHIP 14 NORTH, RANGE 67 WEST OF  
THE 6<sup>TH</sup> P.M., CITY OF CHEYENNE, LARAMIE COUNTY,  
WYOMING, formerly described as:**

A PORTION OF BLOCK 1, THE BAR X RANCH, a Subdivision of  
the City of Cheyenne, Laramie County, Wyoming, (More particularly  
described in ATTACHMENT "A" hereto)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Bar X Investors, a limited liability company organized under the laws of the State of Wyoming, being the owner in fee simple of Lots 1 and 3, the Bar X Ranch 5<sup>th</sup> Filing, a Replat of a portion of Block 1 of the Bar X Ranch, a Subdivision situated in the NE<sup>1</sup>/<sub>4</sub> and SE<sup>1</sup>/<sub>4</sub> of Section 13, Township 14 North, Range 67 West of the 6<sup>th</sup> P.M., City of Cheyenne, Laramie County, Wyoming, and Tri-County Bancorp, Inc., a Wyoming corporation, the proposed purchaser of all the described property, do hereby make this First Amended Declaration of Protective Covenants applicable to all the described property, which shall supercede that certain *Declaration of Protective Covenants*, dated April 6, 1998, and recorded in Book 1477, Pages 1713-1714 of the Laramie County Records.

1. 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 Review 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. Approval by the Architectural Review Committee shall be as provided in paragraph 11.

2. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown of record. Within these easements, no structure, planting or other material shall be placed or permitted to remain which will damage or interfere with the installation and maintenance of utilities, or which will change the direction of the flow of drainage channels in the easements, or which will 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.

3. Signs: Signs will be allowed for the advertising of the businesses on each lot. Signs will advertise the businesses on the lot and shall not be leased or rented for other commercial businesses.

A. One freestanding sign and one monument type sign on the ground will be allowed for each lot. Signs will conform to the following height and size requirements for either freestanding or ground signs:

Distance from Street right-of-way line (feet)	Maximum height overall (feet)	Maximum size allowed per side (square feet)
0	10	20
5	12	30
10	14	40
15	16	50
20	18	60
25	20	70
30	25	80
35	30	90
40	35	100
45	50	120
50 and more	50	144

B. In addition to the freestanding sign and monument type sign, wall signs are allowed provided the sign area does not exceed twenty percent (20%) of the area of the wall to which the sign is attached.

C. The following type signs are not allowed:

- 1) Bill boards
- 2) Revolving beacon lights

4. Auxiliary Structures: No structure of a temporary character, trailer, tent, shack, barracks, or barn shall be used on any lot at any time, either temporary or permanent. However, this covenant shall not restrict a builder from maintaining a temporary office tool shed or lumber shed for the purpose of erecting buildings, provided that the Architectural Review 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.

5. 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.

6. Prohibited Businesses: Truck stops and large truck servicing facilities shall not be permitted upon or in any lot.

7. 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 stored upon any lot.

8. Livestock and Poultry: No livestock or poultry of any kind shall be raised, bred or kept on any lot. Household pets (dogs and cats) may be kept provided that they are not kept, bred or maintained for commercial purposes.

9. Screening and Garbage/Refuse Disposal: All Exterior HVAC units will be screened from public view. 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 and screened from public view.

10. The Architectural Review Committee shall be composed of the following officials of Tri-County Bancorp, Inc.: President, Chairman of the Board, and Cheyenne branch manager. A majority of the Committee may designate a representative to act for it. In the event of any vacancy

on 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 ten years from the date of this instrument, the then record owners of all 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.

11. 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 60 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.

12. 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 fifteen years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by all of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

13. Enforcement: In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or the Architectural Review 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 damages.

14. Severability: Invalidation of any provisions 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.

TRI-COUNTY BANCORP, INC.,  
a Wyoming corporation

By [Signature]  
Robert L. Savage, President

By [Signature]  
Carl F. Rupp, Secretary

BAR X INVESTORS,  
a Limited Liability Company

By [Signature]  
Dale M. Keizer, President

By [Signature]  
Donna Joyce Kilty, Vice President

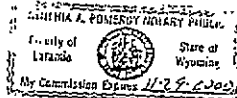
STATE OF WYOMING )  
                              ) :ss  
COUNTY OF LARAMIE )

The foregoing FIRST AMENDED DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me by Dale M. Keizer as President and Donna Joyce Kilty as Vice President of BAR X INVESTORS, a Limited Liability Company, this 19 day of April, 1999.

WITNESS my hand and official seal.

[Signature]  
Notary Public

My Commission Expires: 11-29-2000







ATTACHMENT "A"

FIRST AMENDED DECLARATION OF  
PROTECTIVE COVENANTS

LAND DESCRIPTION

A portion in Block 1, The Bar X Ranch, a subdivision situated in the NE¼ and SE¼ of Section 13, Township 14 North, Range 67 West of the 6<sup>th</sup> P.M., City of Cheyenne, Laramie County, Wyoming, more particularly described as follows:

Commencing at the southwest corner of said Block 1; thence 89°45'04", along the south line of said Block 1, a distance of 260.03 feet to the point of beginning; thence 359°45'08", a distance of 235.00 feet; thence 30°29'51", a distance of 227.34 feet to the southwesterly right-of-way line of Vandehel Avenue; thence 129°04'36", along said southwesterly right-of-way line, a distance of 350.00 feet to the northwesterly corner of The Bar X Ranch 4<sup>th</sup> Filing; thence 219°04'40", along the westerly line of said The Bar X Ranch 4<sup>th</sup> Filing, a distance of 218.89 feet; thence 191°40'11", along said westerly line, a distance of 39.97 feet to the south line of said Block 1; thence 269°41'54", a distance of 157.61 feet; thence 269°45'04", continuing along said south line, a distance of 82.39 feet to the point of beginning. Containing 2.4748 acres more or less.

Subject to easements, covenants, restrictions and encumbrances legally acquired.