First American Title™

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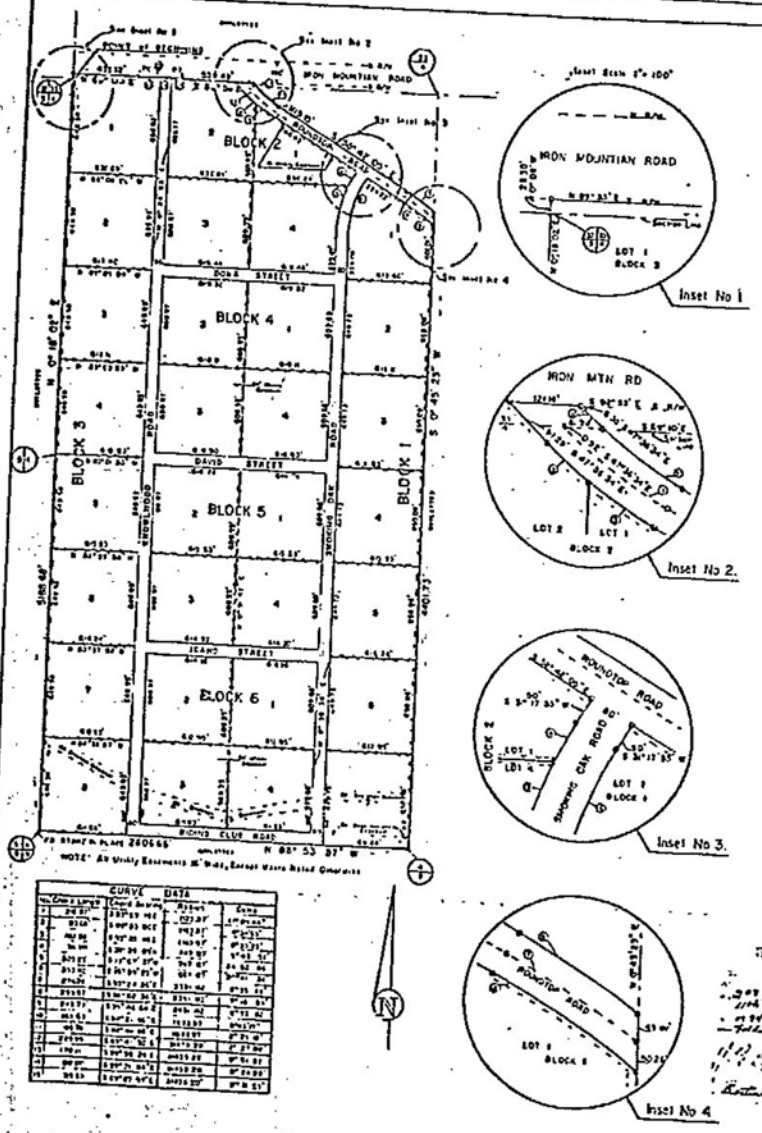
Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.

245 Storey Boulevard
Cheyenne, WY 82009
307-635-1181



Inset No 1

Inset No 2.

Inset No 3.

Inset No 4

NOTE: Lots 4,5&7, Block 4, Lots 3&4, Block 2; and Lots 4&5, Block 3 will require an engineered/alternate sewage system such as a Model system.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that James W. Bozzle, President of Wyoming Machinery Company, a Wyoming Corporation, owner in fee simple of a portion of the West one half of Section 4, T.14 N., R.73 W., 6th P.M., Laramie County, Wyoming, and a portion of the SE1/4 of Section 33, T.15 N., R.73 W., 6th P.M., Laramie County, Wyoming, more particularly described as follows: Beginning at the Northwest corner of said Section 4 thence S.89°58'00" W. along the West boundary line of said Section 33 a distance of 31.34 feet to a point on the South right-of-way line of Iron Mountain Road as recorded with the County Clerk and Ex-Officio Register of Deeds for Laramie County in Book 787, Page 2091; thence S.89°58'00"E. along said South right-of-way line of Iron Mountain Road a distance of 637.12 feet to a point; thence along a curve to the right the radius of which is 11405.20 feet and whose long chord bears S.89°48'39"E. a distance of 45.71 feet to the point of tangency thence S.89°39'18"E. a distance of 335.99 feet to the point of curvature; thence S.89°39'18"E. along said South right-of-way line of Iron Mountain Road a distance of 330.49 feet to a point on the East right-of-way line of Round Top Road; thence S.89°39'18"E. along said East right-of-way line of Round Top Road a distance of 45.70 feet to the beginning of a curve to the left the radius of which is 11237 feet and whose long chord bears S.89°48'38"E. a distance of 45.71 feet to the point of tangency; thence S.89°58'00"E. along said South right-of-way line of Iron Mountain Road a distance of 330.49 feet to the point of curvature; thence along a curve to the right the radius of which is 11237 feet and whose long chord bears S.89°48'38"E. a distance of 45.71 feet to the point of tangency; thence S.89°39'18"E. a distance of 335.99 feet to the point of curvature; thence along a curve to the left the radius of which is 11405.20 feet and whose long chord bears S.89°48'39"E. a distance of 45.71 feet to a point on the East boundary of said Section 4; thence S.89°58'00"E. along the South boundary of said Section 4 a distance of 61.74 feet to a point on the easterly side of Round Top Road; thence S.67°26'30"E. along said easterly side of Round Top Road a distance of 8.80 feet to the beginning of a curve to the right the radius of which is 1033.92 feet and whose long chord bears S.53°49'35"E. a distance of 1018.03 feet to the point of tangency; thence S.24°32'40"E. a distance of 1335.03 feet to the beginning of a curve to the right the radius of which is 2331.43 feet and whose long chord bears S.10°53'49"E. a distance of 1315.89 feet to the point of tangency; thence S.02°45'03"W. a distance of 270.34 feet to the East-West quarter meridian of said Section 4; thence S.89°21'33"W. along said East-West quarter meridian of said Section 4 a distance of 4331.35 feet to the South quarter corner of said Section 4; thence N.89°21'33"E. along the South boundary of said Section 4 a distance of 2626.68 feet to the Southwest corner of said Section 3; thence N.89°58'00"E. along the South boundary of said Section 3 a distance of 2626.68 feet to the Southeast corner of said Section 3; thence N.89°58'00"W. along the South boundary of said Section 4 a distance of 2626.68 feet to the point of beginning; bounding 390.915 acres, more or less.

Now hereby declare the subdivision of said land as it appears on this plat to be my free act and deed and in accordance with my desires and hereby dedicate to the use of the public forever all of Bond Street, David Street, Jean Street, Alley five feet, Hazelwood Road, Shoshone Club Road, that portion of Round Top Road contained herein, and all easements shown hereon.

WORDEN MACHINERY COMPANY

James W. Bozzle, President

ATTEST

Secretary

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF LARAMIE ss

The foregoing instrument was acknowledged before me this ___ day of ___ 1973.

Witness my hand and official seal.

My commission expires ___

Notary Public

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that WADA B WRIGHT

In fee simple of a portion of the West one-half of Section 4, T.14 N., R.73 W., 6th P.M., Laramie County, Wyoming, more particularly described as follows: Beginning at a point on the north boundary of said Section 4 from which the Northwest corner of said Section 4 bears S.89°58'00"W. a distance of 1313.34 feet; Thence S.89°58'00"E. along the North boundary of said Section 4 a distance of 61.74 feet to a point on the East right-of-way line of Round Top Road; thence along a curve to the left the radius of which is 1033.92 feet and whose long chord bears S.58°49'23"E. a distance of 1018.03 feet; thence S.24°32'40"E. along said East right-of-way line of Round Top Road a distance of 1335.03 feet to the beginning of a curve to the right the radius of which is 2331.43 feet and whose long chord bears S.10°53'49"E. a distance of 1315.89 feet; thence S.02°45'03"W. along said East right-of-way line of Round Top Road a distance of 270.34 feet to the East-West quarter meridian of said Section 4; thence S.89°21'33"W. along said East-West quarter meridian of said Section 4 a distance of 1313.34 feet to the point of beginning; bounding 390.915 acres, more or less.

Now hereby declare the subdivision of said land as it appears on this plat to be my free act and deed and in accordance with my desires and hereby dedicate to the use of the public forever that portion of Round Top Road as described herein and shown hereon.

WADA B WRIGHT

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF LARAMIE ss

The foregoing instrument was acknowledged before me this ___ day of ___ 1973.

Witness my hand and official seal.

Notary Public

SURVEYOR'S CERTIFICATE

STATE OF WYOMING
COUNTY OF LARAMIE ss

I, E. Philip Kelley, a Professional Engineer and Land Surveyor registered in the State of Wyoming, hereby certify that this plat of BRIARWOOD RANCHETTES was made from notes taken during an actual survey made during January, 1973, by me or under my direct supervision and that the same is true and correct to the best of my knowledge and belief and that I am responsible for this plat; that all monuments shown hereon actually exist as located; and that all dimensional and geodetic details are correctly shown thereon. I further certify that the land surveyed lies entirely within the boundaries of the Iron Mountain Road Subdivision as recorded with the County Clerk and Ex-Officio Register of Deeds for Laramie County, Wyoming and a portion of the Subdivision of Section 4, T.14 N., R.73 W., 6th P.M., Laramie County, Wyoming and a portion of the Subdivision of Section 33, T.15 N., R.73 W., 6th P.M., Laramie County, Wyoming more particularly described as follows: Beginning at the Northwest corner of Section 4 thence S.00°58'00"W. along the West boundary of said Section 33 a distance of 31.30 feet to a point on the South right-of-way line of Iron Mountain Road as recorded with the County Clerk and Ex-Officio Register of Deeds for Laramie County in Book 787, Page 2091; thence S.89°58'00"E. along said South right-of-way line of Iron Mountain Road a distance of 637.12 feet to the beginning of a curve to the right the radius of which is 11405.20 feet and whose long chord bears S.89°48'39"E. a distance of 45.71 feet to the point of tangency; thence S.89°39'18"E. a distance of 335.99 feet to the point of curvature; thence along a curve to the right the radius of which is 11237 feet and whose long chord bears S.89°48'38"E. a distance of 45.71 feet to the point of tangency; thence S.89°58'00"E. along said South right-of-way line of Iron Mountain Road a distance of 330.49 feet to a point on the East right-of-way line of Round Top Road; thence S.89°39'18"E. along said East right-of-way line of Round Top Road a distance of 45.70 feet to the beginning of a curve to the left the radius of which is 1033.92 feet and whose long chord bears S.58°49'23"E. a distance of 1018.03 feet to the point of tangency; thence S.24°32'40"E. a distance of 1335.03 feet to the beginning of a curve to the right the radius of which is 2331.43 feet and whose long chord bears S.10°53'49"E. a distance of 1315.89 feet to the point of tangency; thence S.02°45'03"W. a distance of 270.34 feet to the East-West quarter meridian of said Section 4; thence S.89°21'33"W. along said East-West quarter meridian of said Section 4 a distance of 1313.34 feet to the point of beginning; bounding 390.915 acres, more or less.

E. Philip Kelley
Wyoming Reg. P.E. & L.S. 3231

APPROVALS

Approved by the Cheyenne-Laramie County Regional Planning Commission this ___ day of ___ 1973.

ATTEST

Secretary

Chairman

Approved by the Board of County Commissioners of Laramie County, Wyoming this ___ day of ___ 1973.

ATTEST

County Clerk

Chairman

Approved by the City Council of the City of Cheyenne, Wyoming, this ___ day of ___ 1973.

ATTEST

City Clerk

Mayor

BRIARWOOD RANCHETTES

A Subdivision of a portion of the W 1/2, Section 4, T.14 N., R.73 W., 6th P.M., and a portion of the SW1/4, Section 33, T.15 N., R.73 W., 6th P.M., Laramie County, Wyoming

Scale 1" = 400'

E.P. Kelley

Restrictions ... 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(c).

THE STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

RECORDED MAR 25 1976 1:24 O'CLOCK P M.
Reception No. 390507
JANET C. WHITEHEAD, Recorder

WORTHAM MACHINERY COMPANY

TO THE PUBLIC:

DECLARATION OF PROTECTIVE COVENANTS

The undersigned, being the owners in fee simple of the following described property situate in Laramie County, Wyoming, to-wit:

BRIARWOOD RANCHETTES

Block - 1.
Lot 1. Betty Lou Towne
Lot 2. Wortham Machinery Co.
Lot 3. Wortham Machinery Co.
Lot 4. [illegible]
Lot 5. Joseph L. Hones
Lot 6. Wortham Machinery Co.
Lot 7. Wortham Machinery Co.

Block - 2.
Lot 1. _____
Lot 2. _____
Lot 3. Wortham Machinery Co.
Lot 4. Wortham Machinery Co.

Block - 3.
Lot 1. James L. Hones
Lot 2. Wortham Machinery Co.
Lot 3. Wortham Machinery Co.
Lot 4. [illegible]
Lot 5. [illegible]
Lot 6. Wortham Machinery Co.
Lot 7. Wortham Machinery Co.

Block - 4.
Lot 1. Wortham Machinery Co.
Lot 2. Wortham Machinery Co.
Lot 3. Wortham Machinery Co.
Lot 4. Wortham Machinery Co.

Block - 5.
Lot 1. [illegible]
Lot 2. Wortham Machinery Co.
Lot 3. Wortham Machinery Co.
Lot 4. Wortham Machinery Co.

Block - 6.
Lot 1. Wortham Machinery Co.
Lot 2. [illegible]
Lot 3. Wortham Machinery Co.
Lot 4. Wortham Machinery Co.

BOOK 1059 Wortham Machinery Co.

do hereby covenant and agree that all of said land and all lots therein are held subject to and with the benefit of all the restrictions, conditions, covenants, charges and agreements contained within the Declaration of Protective Covenants, and it does hereby covenant and agree that said land now owned by it shall be subject to ... covenants and restrictions hereinafter set forth. For the purposes of this Declaration of Protective Covenants, site shall mean any lot, acreage, tract or otherwise conveyed by the Wortham Machinery Company of the above described property.

The Buyer of any site will not resell his site without first giving at least thirty (30) days written notice to the Wortham Machinery Company and the Wortham Machinery Company shall have the first right to buy said site on the same terms as otherwise offered.

PROTECTIVE COVENANTS

The deeds to any and all property which is the subject of this contract from Wortham Machinery Company to all purchasers will contain the following protective covenants.

"In consideration of the execution of this deed the grantee, for himself, his heirs and assigns, hereby covenants and agrees with the grantor, Wortham Machinery Company, its successors and assigns (such covenants and agreements to run with the land) as follows:

1. It is intended that the residential tract, or tracts, herein conveyed, shall be used and occupied as small ranches, or ranchettes, and that the owners will have full enjoyment thereof, subject, however, to the covenants contained herein.

2. No structure other than one private single family dwelling, together with a private garage and suitable barn or shed for horses, for use in connection with said single family dwelling shall be erected, placed or permitted to remain on any such residential tract. No trade, business, manufacture or sales, or nuisance of any kind shall be carried on or permitted upon said premises. Prior to any contraction, including fencing, party(s) of the second part shall establish the exact boundaries of the property purchased by having the same surveyed by a registered land surveyor of Laramie County, Wyoming.

3. No parcel of land in the tract shall be divided, subdivided, split or sold in any manner whatsoever, in parcels of less than five (5) acres.

4. 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 set-back line.

5. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1,000 square feet; except that where the said principal dwelling is a 1-1/2 or 2 story dwelling, the minimum may be reduced to 800 square feet of ground floor area, providing that the total living area of the 1-1/2 or 2 floors is not less than 1,200 square feet of finished living area and all structures shall be constructed with a continuous brick, masonry, concrete or comparable building material in the foundation.

6. 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 placed less than 150 feet back from the property line.

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

7. No manufacturing or commercial enterprise or enterprises of any kind for profit shall be maintained upon in front of or in connection with any site hereby conveyed nor shall said site in any way be used for other than strictly residential purposes. This shall not be construed, however, as preventing the practice in medicine.

8. No part of any site shall be used or occupied injuriously to effect the use, occupation or value of the enjoining or adjacent site for residential purposes or the neighborhood wherein said site is situated.

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. 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, polution, odors, undesirable animals or their maintenance and insect pests developing as a condition because of the nature of maintenance or care of the property.

10. 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 requirements, standards and recommendations of the Wyoming State Department of Public Health and Laramie County Zoning requirements.

11. 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 pattern 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. No excavation for stone, gravel or earth shall be made on any site except to excavate and grade for the purpose of building a home.

12. 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 such temporary facilities.

13. 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 72 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 street in front of a residence or 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.

Autos, trucks, trailers and other similar vehicles shall, under no circumstances, be parked or stored outside of closed buildings either in front of the lot or upon any portion thereof unless such vehicles are either in closed buildings or carry current Wyoming vehicle registration. Similarly, construction equipment, farm implements, industrial equipment and machinery or salvage items or their components shall not be stored in any event outside the closed buildings.

14. 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 builder to advertise the property during the construction and sales period.

15. 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 three dogs or three cats or a total of three 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 uptil the age of three (3) months is reached, at which time disposition must be made of the excess. No cow, hog, goat or similar animal shall be kept or maintained on any site or any portion thereof, nor shall any chicken, duck or poultry yard be maintained thereon. No swine will be permitted on the premises.

The possession of animals other than small household pets such as cats and dogs shall be restricted to acreages in excess of five acres and provided that in such cases of the larger animals, such as horses, etc. that such animals shall be annually restricted to periods of grazing upon the premises of not more than one animal unit month for each acre included within the owned tract whether or not supplementary feeding is afforded, and further provided that in no event shall any grazing by any animals be permitted which shall be in violation of prior paragraphs of these declarations regarding maintenance of stable condition of the soil and vegetation and avoidance of the creation of nuisances.

16. All plans and specifications for buildings to be constructed on any site shall be submitted to the Wortham Machinery Company and their approval obtained before construction work for said building shall commence.

17. These restrictions, reservations and covenants are made for the benefit of any and all persons who may own, or may hereafter own, sites in the above described property and such persons are specifically given the right to enforce these restrictions, reservations and covenants.

18. There shall be no hunting or use of firearms on any site on the above described property.

19. 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.

20. Enforcement: In the event that any person shall violate any of these covenants, it shall be lawful for any owner to any lot or lots in the area or adjacent to 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.

21. 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 15th day of March, 1976. Signed sealed and delivered in the presence of:

WORTHAM MACHINERY COMPANY

O.L. Lewis, Secretary

J.W. Norris, President

CORPORATION ACKNOWLEDGMENT

STATE OF WYOMING)
) ss:
COUNTY OF LARAMIE)

On this 15th day of March, 1976, personally appeared J.W. Norris, to me personally known, who being by me duly sworn, did say that he is the President of Wortham Machinery Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J.W. Norris acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 15th day of March, 1976.

My Commission expires May 31, 1976

J.L. Hones, Notary Public

RECORDED FEB 10 1981 AT 15' O'CLOCK P M
608091
Reception No. JANET C. WHITEHEAD, Recorder

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

A certain Declaration Of Protective Covenants, as recorded on March 25, 1976, in Book 1095, at Pages 384- Laramie County Records, is hereby amended pursuant to Paragraph 19 thereof, with reference to all of the land covered thereby, collectively known as Briarwood Ranchettes, subject only to approval of confirmation with reference to those parcels of said land which may have been conveyed by Declarant herein, to wit:

Paragraph Three (3) thereof is amended as follows:

3. No parcel of land in the tract shall be divided, subdivided, split or sold in any manner whatsoever, in parcels of less than fifty percent (50%), or as nearly close to fifty percent (50%) as is possible, of the existing parcel size as of the date hereof.

Dated this 31st day of October, 1980.

WORTHAM MACHINERY COMPANY, Declarant
By:

J.W. Norris, President

The above and foregoing instrument was acknowledged before me by J.W. Norris as President of Wortham Machinery Company, this 31st day of October, 1980.

Witness my hand and official seal.

J. L. Homes
Notary Public

My Commission Expires: My Commission Expires May 31, 1984

CONSENT AND ADOPTION

We, the undersigned, being grantees of one or more of the lots described in the original Declaration Of Protective Covenants, hereby consent to and adopt the amendment proposed above as to paragraph 3 of said protective covenants, as it

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(c).

pertains to the sale of parcels of the land in sizes approximating fifty percent (50%) of the present land sizes (acres).

Dated this 31st day of October, 1980.

Block 1:

Lot 1: [signature]

Lot 2: Wortham Machinery Co.

Lot 3: Wortham Machinery Co.

Lot 4: [signature]

Lot 5: Joseph L. Honer

Lot 6: Wortham Machinery Co.

Lot 7: Wortham Machinery Co.

Block 2:

Lot 1: _____

Lot 2: _____

Lot 3: Wortham Machinery Co.

Lot 4: Wortham Machinery Co.

Block 3:

Lot 1: James L. Spence

Lot 2: Wortham Machinery Co.

Lot 3: [signature]

Lot 4: [signature]

Lot 5: [signature]

Lot 6: [signature]

Lot 7: [signature]

Lot 8: Wortham Machinery Co.

Block 4:

Lot 1: Wortham Machinery Co.

Lot 2: Wortham Machinery Co.

Lot 3: Wortham Machinery Co.

Lot 4: Wortham Machinery Co.

Block 5:

Lot 1: [signature]

Lot 2: Wortham Machinery Co.

Lot 3: _____

Lot 4: Wortham Machinery Co.

Block 6:

Lot 1: Wortham Machinery Co.

Lot 2: [signature]

Lot 3: Wortham Machinery Co.

Lot 4: Wortham Machinery Co.

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

The above and foregoing Consent And Adoption to Amendment of Protective covenants was acknowledged before me this 31st day of OCTOBER, 1980, by the following individuals:

Fred M. Gill
Joseph L. Hones
Northam Machinery Co.
J Mann
C B Kyenmann
Jean Todd
[illegible]
O A Sylte
James L Spence

Witness my hand and official seal.

J. L. Hones
Notary Public

My Commission Expires: My Commission Expires May 31, 1984

J. L. HONES NOTARY PUBLIC LARAMIE COUNTY, WYOMING

BOOK 1150

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(c).

LARAMIE COUNTY
CHEYENNE, WY.
'93 JAN 28 PM 2 42

AMENDMENT TO PROTECTIVE COVENANTS FOR 113611

BRIARWOOD RANCHETTES

A subdivision of a portion of the W. ½, section 4, T 14 N., R. 67 W., 6th P.M., and a portion of the SW ¼. SW ¼. section 33, T. 15 N., R. 67 W. 6th P.M., Laramie County Wyoming.

Origional filing March 25, 1976 in Book 1059 pages 384-389.

Amendment to number six (6) Building Locations: It will now read: Any building set back must be in compliance with Laramie County rules and regulations.

HOME OCCUPATIONS will be added to the covenants and it shall read:

> Nothing in this section shall be construed to relieve any person from compliance with City and County building regulations. The applicant shall be responsible to determine what building regulations affect the home occupation and shall be responsible for complying with those regulations.

Home occupations shall be in compliance with the following:

(a) Alterations and constructions shall be allowed provided that the external character and appearance of the building remains unchanged.

(b) There shall be no offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line.

(c) No storage or objectionable display of materials, goods, supplies or equipment related to the operation shall be visable from the outside of any structure located on the property.

(d) Any need for parking generated by the use shall not exceed existing available on-street and off-street spaces.

(e) One unlighted sign, compatible with the residence and neighborhood, not over 18 inches by 24 inches shall be permitted provided it is attached flat against the structure or window.

(f) There shall be only incidental sale of stocks, supplies or products, except those made or produced on the premises. Catalogue sales are to be permitted.

(g) Employees working on the site of the home occupation shall only be residents of the dwelling

Subscribed and sworn before me this January 28th, 1993

SUSAN DOCCH
COUNTY OF LARAMIE
MY COMMISSION EXPIRES AUG. 26, 1996

Signed _____ Date January 28, 1993

Secretary/Treasurer
Northam Machinery Company

1-28-93
Susan Doc

BOOK 1336 1369

COPY TO ASSESSOR

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

IN THE DISTRICT COURT
FIRST JUDICIAL DISTRICT

WORTHAM MACHINERY COMPANY,)
Declaration of Protective)
Covenants)
BRIARWOOD RANCHETTES)

RECEIVING
LARAMIE COUNTY CLERK
CHEYENNE, WY
1995 APR -6 AM 10:23
160230

RESIGNATION AND WITHDRAWAL OF J. W. NORRIS HOLDINGS, INC. A WYOMING CORPORATION AS ARCHITECTURAL CONTROL AUTHORITY

This document constitutes an amendment or supersession to that certain Declaration of Protective Covenants for Briarwood Ranchettes to the extent, and only to the extent herein stated:

1. A Declaration of Protective Covenants for Briarwood Ranchettes, a subdivision of land in Laramie County, Wyoming, on March 25, 1976 in Book 1059 pages 384, 389, County Clerk, Laramie County, Wyoming.

2. That declaration in paragraph 16 provided the function of an Architectural Control Authority for approval of "all plans and specifications for buildings to be constructed on any site" provided by grantor/developer Wortham Machinery Company.

3. The corporate charter of Wortham Machinery Company had been amended and the name of the entity changed to J. W. Norris Holdings, Inc.

4. Wortham Machinery Company or the successor entity no longer owns a majority of the platted tracts in Briarwood Ranchettes and consequently desires to relinquish and resign from any authority or responsibility to approve plans and specifications for improvements to be constructed on lots in the subdivision pursuant to the provisions of paragraph 16 or any other section of the Declaration of Protective Covenants.

5. Consequently J. W. Norris Holdings, Inc. hereby relinquishes, releases and terminates any retained authority to act as an Architectural Control Authority or to approve or disapprove of quality or standards of construction under paragraph 16 of the Declaration of Protective Covenants or any other provision of that recorded document.

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(c).

6. To the extent legally appropriate, authorized or acceptable to homeowners in the Briarwood Ranchettes the undersigned J. W. Norris Holdings, Inc. successor to Wortham Machinery Company votes its proportionate rights derived from ownership of retained lots as well as its authority as the initial developer/grantor for the purpose of designating or approving the assumption of the Architectural Control Authority or any other right to approve plans and specifications to hereafter by exercised by duly elected or appointed representatives of the Briarwood Ranchettes Homeowners Association or other comparably elected or selected representatives of the residents and owners of lots in the Briarwood Ranchettes.

7. A recording of an executed copy of this relinquishment as duly approved by the Board of Directors of J. W. Norris Holdings, Inc. constitutes an irrevocable termination and relinquishments of any right for this successor entity to act as an Architectural Control Authority in the Briarwood Ranchettes.

Dated this 3rd day of April, 1995.

Patricia Norris
PRESIDENT

Attested:
Linda Reed Acting
Assistant Secretary

Acknowledged State of Wyoming, County of Laramie on this 3rd day of April, 1995 personally appeared Patricia Norris, who as President of ~~Wortham Machinery Company~~ J. W. Norris Holdings, Inc. executed the foregoing document by authority of its Board of Directors and as acknowledged by the President said instrument is the free act and deed of the corporation.

STATE OF WYOMING) s.
COUNTY OF LARAMIE)

Subscribed and sworn to before me this 3rd day of April, 1995.

Theresa Nugent
Notary Public

My Commission Expires:

THERESA NUGENT · NOTARY PUBLIC
COUNTY OF LARAMIE · STATE OF WYOMING
MY COMMISSION EXPIRES APRIL 19, 1995

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(c).

LARAMIE COUNTY CLERK
CHEYENNE, WY.
'95 AUG 31 PM 12 26
168123

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

ACCEPTANCE OF DESIGNATION BY
J.W. NORRIS HOLDINGS, INC. OF
BRIARWOOD RANCHETTES HOMEOWNERS ASSOCIATION,
A WYOMING CORPORATION,
AS ARCHITECTURAL CONTROL AUTHORITY

This document constitutes an acceptance by Briarwood Ranchettes Homeowners Association, hereinafter referred to as "Briarwood HOA", of its designation by J.W. Norris Holdings, Inc., as the architectural control authority for Briarwood Ranchettes as stated herein:

1. A document entitled "Resignation and Withdrawal of J.W. Norris, Inc., a Wyoming Corporation, as Architectural Control Authority", was filed on April 6, 1995, in Book 1395, pages 1370 and 1371, of the County Clerk, Laramie County, Wyoming.

2. That document purported to amend the Declaration of Protective Covenants filed on March 25, 1976, in Book 1059, pages 384 through 389, of the County Clerk, Laramie County, Wyoming, in that J.W. Norris Holdings, Inc., successor to Wortham Machinery Company, relinquished, released and terminated its architectural control authority which was vested in it under paragraph 16 of

those Covenants.

3. That document further provided that J.W. Norris Holdings, Inc., voted its rights as a landowner and as developer/grantor designated Briarwood HOA as the architectural approval authority under paragraph 16 of the above referenced Covenants.

4. J.W. Norris Holdings, Inc., did not consult or otherwise contact members of Briarwood HOA prior to the filing of the above referenced document but notified Briarwood HOA by mailing a copy of the document after it was filed to the Secretary-Treasurer of Briarwood HOA under cover of a letter dated April 13, 1995.

5. Briarwood Ranchettes Homeowners Association is a nonprofit corporation, duly organized under the laws of the State of Wyoming on April 12, 1994. Article VII of the Articles of Incorporation of Briarwood HOA states in pertinent part, "The Association is formed for the specific purpose of voluntarily providing for the maintenance, preservation and development of roads and roadways within and appurtenant to Briarwood Ranchettes subdivision in Laramie County, Wyoming, and to promote the health, safety and welfare of the residents of the subdivision."

6. Briarwood HOA is a corporation with members. Members in good standing are those owners of lots in the Briarwood Ranchettes subdivision, located in an unincorporated area of Laramie County,

who have elected to become members of Briarwood HOA by paying dues specified by the Briarwood HOA. Members of Briarwood HOA own 16 of 31 lots in the Briarwood HOA subdivision and seven of 11 residences in the subdivision which are currently built or under construction. The members of Briarwood HOA have an interest in exercising architectural control authority in a manner completely consistent with intent of paragraph 16 of the covenants. Briarwood HOA is unaware of the existence of any other organization representing the owners of lots in the Briarwood Ranchettes subdivision.

7. The membership of Briarwood HOA considered the above referenced document filed by J.W. Norris Holdings, Inc., at its May 9, 1995, annual meeting. A quorum was present at that meeting. A motion was duly made and adopted providing as follows:

(a) That Briarwood HOA finds that since J.W. Norris Holdings, Inc., had resigned and irrevocably terminated and relinquished its right and responsibility to serve as architectural control authority, the owners of lots in the Briarwood HOA subdivision were effectively without the protection of such authority to which they were entitled as provided for in paragraph 16 of the above referenced covenants.

(b) That Briarwood HOA accepts the designation by J.W. Norris Holdings, Inc., to serve as architectural control authority in accordance with paragraph 16 of the applicable Declaration of

Covenants.

(c) That Briarwood HOA designates its Board of Directors to exercise the accepted architectural control authority on its behalf.

8. As a result of the foregoing action by the members of Briarwood HOA, the Board of Directors of Briarwood HOA will exercise the architectural control authority previously held by J.W. Norris Holdings, Inc., unless it is determined otherwise by law or by subsequent action by Briarwood HOA.

9. Briarwood HOA does not offer or otherwise intend this document filed by Briarwood HOA to operate as an amendment to the Declaration of Covenants. Further, that Briarwood HOA specifically does not recognize the document of resignation and withdrawal filed by J.W. Norris Holdings, Inc. with the Laramie County Clerk as an amendment to the Declaration of Covenants.

10. Briarwood HOA files this document solely for the purpose of providing notice to lot owners and other interested persons that Briarwood HOA did formally accept the designation of architectural control authority and appoint its Board of Directors to exercise that authority. The Board of Directors may be contacted through its registered agent which is on file in the office of the Wyoming Secretary of State.

Dated this 28 day of August, 1995

Melvin E. Lenhardt
PRESIDENT

Attest:

Secretary-Treasurer

Acknowledged that in the State of Wyoming, County of Laramie, on this 28 day of August, 1995, personally appeared Melvin Lenhardt, who as President of Briarwood Ranchettes Homeowners Association, executed the foregoing document by authority of the membership of that corporation and as acknowledged by the President said instrument is the free act and deed of the corporation.

STATE OF WYOMING)
COUNTY OF LARAMIE) s.

Subscribed and sworn to before me this 28 of Aug, 1995

Notary Public

My Commission Expires:

NANCY LENHARDT - NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
MY COMMISSION EXPIRES SEPT. 14, 1998

RECP #: 811481
RECORDED 6/3/2021 AT 10:20 AM BK# 2738 PG# 2230
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 5

STATE OF WYOMING)
) **ss**
COUNTY OF LARAMIE)

AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS

The Declaration of Protective Covenants for Briarwood Ranchettes, as originally recorded on March 25, 1976, in Book 1059 at pages 384-389, Laramie County of Records, is hereby amended pursuant to Paragraph 19 thereof, with reference to all of the land covered thereby, as follows:

1. The second paragraph of the Preamble which states:

"The Buyer of any site will not resell his site without first giving at least thirty (30) days written notice to the Wortham Machinery Company and the Wortham Machinery Company shall have the first right to buy said site on the terms as otherwise offered"

is hereby ***stricken***.

2. Enumerated paragraph 2 is replaced and amended to read as follows:

Structures: Each residential tract shall contain not more than one private single-family dwelling and three outbuildings (e.g. shed, barn, private garage, workshop), as permanent enclosed structures. The combined square footage for the three outbuildings shall not exceed 5,200 square feet. No trade or business shall be carried on upon the premises with the use of the structures thereon.

3. Enumerated paragraph 6 is replaced and amended to read as follows:

Locations of Enclosed Structures: Private single-family dwellings shall be located not less than 80 feet back from the property line adjacent to the road used to access the property (e.g. Smoking Oak Road, David Street, or Knowlwood Road), and it shall also be located not less than 100 feet back from any other property line. Outbuildings shall be located not less than 60 feet back from the property line. For purposes of this covenant, eaves, steps, and open porches or decks shall not be considered as a part of an enclosed structure.

4. Enumerated paragraph 16 which states:

"All plans and specifications for buildings to be constructed on any site shall be submitted to the Wortham Machinery Company and their approval obtained before construction work for said building shall commence"

is hereby ***stricken***.

RECP #: 811481
RECORDED 6/3/2021 AT 10:20 AM BK# 2738 PG# 2231
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 2 OF 5

CONSENT AND ADOPTION

We, the successors in interest of the Briarwood Ranchette lots identified below, hereby consent to and adopt the Amendments to Declarations of Protective Covenants as stated on page one of this document. Dated this 1st day of May 2021.

Block 1:

Lot 1: Richard J Martin
Carol L. Martin

Block 2:

Lot 4: Glenda Frank

Block 3:

Lot 3: C. L. M
Janelle L Martin

Lot 4: C. L. M
Janelle L Martin

Lot 5: John Tomjack
Rebecca J Tomjack

Block 5:

Lot 2: Tanya Lawcher

Lot 3: Nola L Shafer Trustee
Reed Shafer Trustee

Lot 4: Nola L Shafer Trustee
Reed C Shafer, Trustee

Block 6:

Lot 1: Nola L Shafer Trustee
Reed C Shafer Trustee

Lot 2: Nola L Shafer Trustee
Reed C Shafer, Trustee

STATE OF WYOMING)
) **ss**
COUNTY OF LARAMIE)

The above Consent and Adoption to the Amendments to Declaration of Protective Covenants was acknowledged and signed before me on May 1, 2021 by the following individuals: Richard & Carol Martin, Glenda Frank, C. Levi & Janelle Martin, John and Rebecca Tomjack, Ron & Tanya Lawcher, Reed & Nola Shafer, individually, and on behalf of Shafer Trust

Witness my hand and official seal.

Teresa L. Fisher, Notary Public
My Commission Expires: March 9, 2025.

TERESA L FISHER - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MARCH 09, 2025

CONSENT AND ADOPTION

We, the successors in interest of the Briarwood Ranchette lot identified below, hereby consent to and adopt the Amendments to Declarations of Protective Covenants as stated on page one of this document. Dated this 7 day of May 2021.

Block 4:

Lot 1: _____

STATE OF WYOMING)
) **ss**
COUNTY OF LARAMIE)

The above Consent and Adoption to the Amendments to Declaration of Protective Covenants was acknowledged and signed before me on May 7, 2021 by Gary W. & Carol A. Davis.

Witness my hand and official seal.

ROBERTA TRIMBLE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires 9/24/2024

_____, Notary Public
My Commission Expires: 24 Sep 2024

GARY DAVIS
Gary W. Davis

Carol A.F. Davis
Carol A.F. Davis

RECP #: 811481
RECORDED 6/3/2021 AT 10:20 AM BK# 2738 PG# 2232
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 3 OF 5

CONSENT AND ADOPTION

We, the successors in interest of the Briarwood Ranchette lot 2, Block 1, hereby consent to and adopt the Amendments to Declarations of Protective Covenants as stated on page one of this document. Dated this 6th day of May 2021.

Block 1: John Anderson

Lot 2: Lana S. Anderson

STATE OF WYOMING)
) **ss**
COUNTY OF LARAMIE)

The above Consent and Adoption to the Amendments to Declaration of Protective Covenants was acknowledged and signed before me on May 6, 2021 by John R. & Lana S. Anderson.

Witness my hand and official seal.

Janee Woodson

Janee Woodson, Notary Public
My Commission Expires: September 6, 2022.

JANEE WOODSON - NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
MY COMMISSION EXPIRES SEP 6, 2022

RECP #: 811481
RECORDED 6/3/2021 AT 10:20 AM BK# 2738 PG# 2233
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 4 OF 5

CONSENT AND ADOPTION

We, the successors in interest of the Briarwood Ranchette lots identified immediately below, hereby consent to and adopt the Amendments to Declarations of Protective Covenants as stated on page one of this document. Dated this 26th day of May 2021.

Block 2:

Lot 3: [illegible] TTE
Carolyn B Miller, TTE

Block 3:

Lot 2: [illegible] TTE
Carolyn B. Miller TTE

Block 5:

Lot 1: [illegible] TTE
Carolyn B. Miller TTE

Block 6:

Lot 3: [illegible] TTE
Carolyn Miller TTE

STATE OF WYOMING)
) **ss**
COUNTY OF LARAMIE)

The above Consent and Adoption to the Amendments to Declaration of Protective Covenants was acknowledged and signed before me on May 26, 2021 by Richard & Carolyn Miller, personally, and on behalf of Richard H. Miller and Carolyn B. Miller Living Trust.

Witness my hand and official seal.

TERESA L FISHER - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MARCH 09, 2025

Teresa L. Fisher
Teresa L. Fisher, Notary Public
My Commission Expires: March 9, 2025.

The following properties are included within, and subject to, the Declaration of Protective Covenants for Briarwood Ranchettes, as originally recorded on March 25, 1976, in Book 1059 at pages 384-389, Laramie County of Records, and as amended herein, but unsigned: **Block 1**: Lots 3, 4, 5, 6, & 7; **Block 3**: Lots 1, 6, 7, & 8; **Block 4**: 2, 3, & 4; **Block 6**: Lot 4.

RECP #: 811481
RECORDED 6/3/2021 AT 10:20 AM BK# 2738 PG# 2234
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 5 OF 5