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COPY TO ASSESSOR
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LARAMIE COUNTY CLERK
CHEYENNE, WY.
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STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

TO THE PUBLIC:

DATE: August 15, 1995

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that all tracts lying within a Development known as Campstool Ranchettes.

All that portion of Section 9, lying south of the rail road right of way, and a portion of the SW ¼ NW ¼ of Section 10, lying south of the rail road right of way, in Township 13 North, Range 6½ West of the 6th P.M., Laramie County, Wyoming.

are now owned and held, subject to all the restrictions, conditions, covenants, charges and agreements contained in the Declaration of Protective Covenants, and Red Baldy Inc., a Wyoming Corporation, being the owner of all said tracts, does hereby covenant and agree that any subsequent grants of any said tracts shall be made subject to the following covenants and restrictions:

1. COVENANTS TO RUN WITH THE LAND. All tracts contained in the land described above shall be restricted to the covenants herein contained and shall be deemed to run with the land, shall be a burden on the land described above as the Campstool Ranchettes, and a benefit to owner, it's successors and assigns and any person acquiring or owning an interest in the real property and improvement, their grantees, successors or assigns. It is intended that these residential/agricultural tracts shall be used and occupied as small ranches or ranchettes, and that the owners will have full enjoyment of these ranchettes, subject, however, to the covenants herein. No other land owned by Red Baldy shall be subject to or burdened by these covenants even though such lands may benefit from these covenants.

2. ARCHITECTURAL CONTROL COMMITTEE. Architectural Control Committee for the Campstool Ranchettes shall consist of Edwin Ferguson, III, and Christine Ferguson for so long as they desire to serve. The mailing address of the Architectural Control Committee is Red Baldy Ranch, Inc, 3554 Campstool, Cheyenne, WY 82007. A majority of the committee may designate a successor or additional members. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation of any kind for services pursuant to the covenant although the members of the committee may be reimbursed for any expenses incurred as members of the Architectural Control Committee including the expense of legal fees.

3. APPROVAL BY ARCHITECTURAL CONTROL COMMITTEE. No building shall be erected, placed or altered on any tract until the building plans, specifications and plot plan, showing the locations thereof, have been approved in writing by the Architectural Control Committee. In the event the committee, or its designated representative, fails to approve or disapprove by majority vote, such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced sixty (60) days from the commencement of construction which is defined as the date of the pouring of footings, such approval will not be required and this covenant will be deemed to have been fully complied with.

4. PERMISSIBLE STRUCTURE. No structure other than one private, single family dwelling together with a private garage and suitable barn or shed for horses or animals, for use

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in connection with said single family dwelling, shall be erected, placed or permitted to remain on any of the tracts or lots contained therein.

5. PROHIBITED STRUCTURES. No mobile home, trailer, or any structure of a temporary character, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any lot as a family dwelling, either temporarily or permanently. However, this covenant shall not restrict a modular structure with a pitched roof and placed on a permanent foundation of concrete or concrete block and approved by the Architectural Control Committee, and this covenant shall not restrict a building contractor or land developer from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of erecting and selling dwellings; provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever in its sole discretion the same have been on the premises an unreasonable length of time.

6. SIZE OF PRINCIPAL DWELLING. The principal dwelling shall have a minimum, fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of one thousand (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 eight hundred (800) square feet of ground floor area, providing that the total living area of the 1 1/2 or 2 stories is not less than one thousand two hundred (1,200) square feet. All dwellings shall have a minimum width of twenty four (24) feet.

7. SETBACKS. No building or attached appurtenance shall be located on any tract or lot nearer than two-hundred (200) feet from any tract or lot line of said tract or lot.

8. PROHIBITED ACTIVITIES. No activity of a noxious nature may be conducted upon any tract in this Development, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighbors.

9. SEWAGE DISPOSAL. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the State of Wyoming Department of Public Health. No septic tank or field system shall be nearer than two-hundred (200) feet to any building plot line except with the consent of the appropriate health officials of the county and state, and no sewage, waste water, trash, garbage or other debris shall be emptied, discharged or permitted to drain into any body of water in or adjacent to the Development. All toilet facilities must be a part of the residence, barn or garage and shall be of a modern flush-type and connected with a proper septic tank system.

10. PROHIBITED USES. No tract, or part thereof, shall be used or maintained as a dumping ground for rubbish or junk, including but not limited to, junk cars, unlicensed cars, appliance, and other unsightly accumulations of debris. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition, suitably screened from view from roadways.

11. SIGNS. No sign of any kind shall be displayed to the public view on any tract except one sign of not more than five (5) square feet advertising the property for sale or rent, or except signs used by builders to advertise the property during the construction and repair or a sign announcing the residence of the owner.

12. UTILITY EASEMENTS AND RIGHT OF WAYS. Easements and rights of way as shown on the recorded plat are hereby reserved in this Development for poles, wires, pipes and conduits for heating, lighting, electricity, gas, telephone, sewer, water and any other public or quasi-public utility service purpose, together with the right of ingress and egress at any time for the purpose of further construction and repair. Unless waived in writing by the Architectural Control Committee, all utilities and service lines shall be underground.

13. GRAZING MANAGEMENT. For the benefit and enjoyment of all Owners, adjoining land owners, tract owners or persons legally in possession, it is expressly understood and agreed that all such persons mentioned above shall carefully manage the grazing of the land.

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It is further agreed that proper management requires that the range land be properly used. For the Development use levels are hereby classified as follows:

UTILIZATION RECORD

- Unused - No livestock use.
- Slight - 1 percent - 20 percent of primary forage plants grazed, practically undisturbed.
- Moderate - 20 percent - 40 percent use of primary forage plants, most of the range being grazed, but little or no use of poor plants.
- Full - 41 percent - 60 percent use of primary forage plants with all the range being grazed, but little or no use of poor plants.
- Close - 61 percent - 80 percent use of primary forage plants with all of the range showing use with major section closely grazed. Some use of low-value plants.
- Severe - 81 percent - 100 percent use of primary forage plants with low-value plant carrying the grazing load.

Close and/or Severe grazing as described above is expressly prohibited and such use would constitute a violation of these covenants.

As a general rule of thumb on native range, "graze half and leave half (of the weight) of the current year's growth."

14. ANIMALS Any domestic animals and household pets owned by the occupant or the owner of the tract or lot shall be kept confined within the owned or occupied premises. At no time shall any dog or cat be allowed to run at large.

Four-hoofed animals may be maintained in appropriate facilities on each tract and shall not constitute a nuisance to the immediate neighbors. Hoofed animals must be maintained on the tract in a fenced area. Any shelter or barn which may be constructed and maintained only for the purpose of keeping the animals, shall be approved by the architectural control committee.

No tract shall be used or developed for commercial operation or pigs and chickens except for the maintenance of 4 H animals belonging to the immediate family of the owner of the lot or tract.

15. FIREARMS. Firearms may not be used in such a way as to cause injury, inconvenience, damage or harm to any person, structure, animal, on any tract or on adjoining lands. Firearms may not be used in such a manner as to cause any projectile to leave the property or premises of the tract.

16. FENCES. All fences surrounding the tract shall be constructed of a wooden, pole-type construction or of a four (4) strand barbed wire with posts on twenty (20) foot centers constructed to standards applicable to the Wyoming Highway Department.

16. SUBDIVISION OF TRACTS. No tract shall be subdivided or otherwise split into two or more smaller tracts, except that two tracts may divide an adjoining tract to create two tracts one of which shall not be less than 50 acres. Each tract in the original survey is numbered and there shall be no additional tracts created by any method of further subdivision. No tract in this Development shall be less than 35 acres.

17. TERM OF COVENANTS. These covenants are to run with the land and shall be binding on all persons claiming them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive periods of ten (10) years, unless an instrument signed by a majority of the then

owners of the tracts and by Red Baldy, Inc., or its successor, has been recorded agreeing to change said covenants in whole or in part.

18. RESERVATION OF RIGHTS. Red Baldy, Inc. and its successors reserve the right to change these covenants, amend or revoke these covenants or any covenants then in existence, but no such amendment or revocation shall apply to any tracts that are sold prior thereto without the written consent of a majority of the then owners of any such tracts or ranchettes. Red Baldy, Inc. reserves the right to enter into agreements with the purchaser of any lot or lots or lands which it may own, to deviate from those conditions, restrictions, limitations and agreements herein set forth, and any such deviation which shall be manifested by agreements in writing shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots, or tracts in said Development, and same shall remain fully enforceable by the original developer, its successors or assigns on all other tracts located in the said Campstool Ranchettes, and the grantees of such other tracts, except as against the lot where such deviation is permitted. The Developer specifically reserves the right to deviate or withdraw any tracts or lots from these conditions, restrictions, limitations and agreements set forth herein as they may apply to any tracts or lots which have not been sold as forty acre tracts for residential development by Red Baldy, Inc. or its successors.

19. ENFORCEMENT OF COVENANTS Enforcement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violations or to recover damage, or both.

20. EFFECT OF JUDICIAL INVALIDATION. Invalidation of any one of these restrictions, except for the restrictions in paragraphs 18 and 21, by judgement of Court shall in no way effect any of the other provisions which shall remain in full force and effect.

21. BENEFIT OF ADJOINING LAND These covenants are for the benefit of all of the tracts of land described above. In addition these covenants shall inure to the benefit of and shall cause the conditions on these lands to be servient to and be for the benefit of the following described land now owned by the Owner, Red Baldy Inc. and its successor in interest:

All that portion of Section 9, lying north of the rail road right of way and a portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10, lying south of the rail road right of way, in Township 13 North, Range 64 West; and Sections 3 and 4 of Township 13 North, Range 64 West, of the 6th P.M., Laramie County, Wyoming.

Red Baldy Inc. shall have the right, interest and standing to enforce these covenants at its discretion. No term or condition of these covenants shall be deemed to restrict nor shall these conditions affect or apply to any land owned by the Owner except that land described in paragraph 1. of these covenants. The land described in this paragraph shall not be subject to any condition or restriction. Owner, Red Baldy, Inc., its successors or assigns, expressly reserves the right to develop, sell, or utilize the lands described in this paragraph and such other lands as Red Baldy owns or acquires in any manner that Red Baldy, Inc. may choose. Red Baldy, Inc. may sell any part of these lands with or without condition and may utilize the lands in a manner which is inconsistent with the lands described as Campstool Ranchettes.

22. FAILURE OF ENFORCEMENT DOES NOT CONSTITUTE WAIVER. Failure by the Owner, Red Baldy, Inc., or the owner of any land subject to these covenants to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time thereafter.

DATED this 15th day of August, 1995.

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SEAL



Edwin Ferguson III
Edwin Ferguson, III, President.

STATE OF WYOMING)
)SS
COUNTY OF LARAMIE)

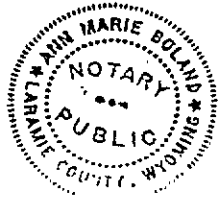
The foregoing instrument was acknowledged before me by Edwin Ferguson, III, president of Red Baldy, Inc. this 15th day of August, 1995.

Witness my hand and official seal.

Marie Boland
NOTARY PUBLIC

My Commission Expires:

7-28-97



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LARAMIE COUNTY CLERK
CHEYENNE, WY.

'96 FEB 20 PM 4 35

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

TO THE PUBLIC:

DATE: December 29, 1995

AMENDMENT OF DECLARATION OF PROTECTIVE COVENANTS

Pursuant to Section 18 of that certain Declaration of Protective Covenants filed with the Laramie County Clerk and Recorder of Deeds at Book 1404, Page 1444-1448, on August 17, 1995, Red Baldy, Inc., a Wyoming corporation, does hereby amend said Declaration of Protective Covenants to include an additional, adjacent tract, to be known as Tract 13, which shall be subject to the covenants and restrictions, to wit:

A portion of the Northeast Quarter (NE¼) of Section 9 and a portion of the Northwest Quarter (NW¼) of Section 10, Township 13 North, Range 64 West of the 6th P.M., Laramie County, Wyoming, more particularly described as follows:

Beginning at a point on the east line of said Section 9 from which the northeast corner thereof bears N.01°34'31"E., a distance of 834.33 feet; thence N.57°39'23"W., a distance of 291.47 feet; thence S.69°17'06"W., a distance of 845.16 feet; thence S.09°50'05"E., a distance of 371.21 feet more or less to the northerly right-of-way line of the abandoned Burlington Northern Railroad; thence S.89°14'59"E., along said northerly right-of-way line, a distance of 268.81 feet; thence easterly a distance of 769.67 feet along said northerly right-of-way line along a curve concave to the south, having a radius of 2939.93 feet and a central angle of 15°00'00"; thence S.74°14'59", along said northerly right-of-way, a distance of 85.42 feet; thence N.01°34'31"E., a distance of 549.40 feet; thence N.57°39' 23"W., a distance of 180.23 feet to the point of beginning. Containing 14.9364 acres more or less.

DATED this 29th day of December, 1995.

By: Edwin Ferguson III
Red Baldy, Inc., a Wyoming
corporation, Seller, by
Edwin Ferguson III

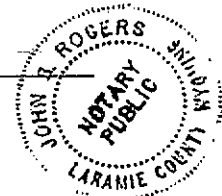
ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

Acknowledged before me by Edwin Ferguson, III, president, of Red Baldy, Inc., a Wyoming Corporation on behalf of said corporation this 29th day of December, 1995.

Witness my hand and official seal.

[Signature]
NOTARY PUBLIC



My Commission Expires:
January 7, 1996