DECLARATION OF PROTECTIVE COVENANTS
FOR CHEYENNE PASS, FIRST FILING

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, being owners of all lands in CHEYENNE PASS, First Filing, a subdivision of a part of Section 11, Township 14 North, Range 70 West of the 6th P.M. in Laramie County, Wyoming, do hereby make the following declarations as to limitations and restrictions or uses to which said tracts may be put, hereby specifying that said declarations shall constitute covenants to run with the land and shall accrue to and be binding upon all future owners of said tracts for the purpose of protecting the attractiveness and value of said tracts and the buildings erected thereon for a period of twenty-five years from the date that 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 tracts has been recorded, agreeing to change said covenants in whole or in part.

Invalidation of any 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.

1. Each tract designated on the plat of CHEYENNE PASS, First Filing, shall not be subject to further subdivision. All tracts shall be for residential purposes only, except Tract Seventeen (17), which is reserved by the Grantors for commercial or residential purposes; and Tracts Twenty-One (21), Thirty-Seven (37), Thirty-Eight (38) and Forty-One (41), which are reserved by Grantors for the private use of the Grantees for recreational purposes; and Grantors hereby reserve for the private use of the purchasers (Grantees) of residential tracts, their heirs, assigns and invitees now or hereafter, a perpetual easement for ingress and egress on Tracts Forty-Two (42) and Forty-Three (43), and do hereby grant perpetual easements for the access, installation and maintenance of utilities as are laid out and designated on the plat of CHEYENNE PASS, First Filing. Grantors may convey title of any one of
or all of the tracts, reserved by Grantors for recreation and access
purposes, at any time to the Home Owners Association as shown herein,
subject to the declarations and covenants as stated herein. Grantors
may terminate at any time for good cause, Grantees' privileges on
tracts reserved for recreation.

2. Grantees hereby agree to unite with other Grantees to create
an Home Owners' Association having rules, regulations and restrictions
for the governing, maintaining and improving of said access tracts,
recreational tracts and residential tracts. In the event any Grantee
refuses or fails to comply with said rules, regulations and restric-
tions, said Grantee may be assessed a fine, the amount of which shall
be established by the Association members and said fine once assessed
shall be a continuing lien on the tract owned by the Grantee assessed,
until the same has been paid in full, together with such interest and
costs of collection as may be charged by the Association.

3. No building of any kind whatsoever shall be erected or maint-
tained on said land except a single family private dwelling and one
attached or detached accessory building, to be used solely for family
convenience. Such single family private dwelling shall have a ground
floor area of nine-hundred (900) square feet or more. Such accessory
building shall be a barn, barn-garage combination or barn-garage-shop
combination.

4. The construction of the dwelling, accessory building and other
improvements shall be from new or substantially new materials, shall be
attractive and appealing in appearance, and the plan and material must
be approved in writing by the Grantors or other delegated authority
herein.

5. All toilet and bath facilities shall be constructed within the
dwelling and connected with an individual sewage disposal system. All
construction on the subdivision or any tract therein, including the de-
development of domestic water and the sewage disposal system shall be done
in a manner which will meet all the requirements of the Wyoming Depart-
ment of Public Health and the Cheyenne-Laramie County Health Unit. Per-
mits shall be obtained, before the installation of any sanitary disposal
system, from the City-County Health Unit.
6. In the interest of public health and sanitation, and in con-
tribution to the beneficial use and enjoyment of Grantees, and others
similarly situated, no activity will be engaged in which results or
tends to result in the pollution of streams or other surface and sub-
surface waters upon or adjacent to the demised premises. However,
Grantors reserve the right to use all acreage retained by the Grantors
as is customary in a normal livestock ranch operation. If a spring is
to be developed for potable water supply, no activities shall be con-
ducted on its water shed which may pollute the spring.

7. No activity of illegal or nuisance nature shall be engaged in
upon the demised premises at any time. No animals or birds, other than
horses, cattle, dogs and household pets, may be kept by the Grantees,
provided they are not kept, bred or maintained for commercial purposes,
and such animals must be kept on Grantees' property except when under
the control of the owner. All necessary fencing on or around the
Grantees' property must be constructed by Grantees at his expense, and
must be of pole, rail or board construction subject to approval in
writing of Grantors or other delegated authority herein.

8. No sale or lease of the premises herein demised shall be con-
summated, nor occupancy of the premises permitted by those other than
the Grantees, his immediate family or guests, without the written ap-
proval of the Grantors or other delegated authority, which written ap-
proval shall be contained in the lease or instrument of conveyance.
The right herein vested in the Grantors shall not be exercised arbitrar-
ily. The Grantees shall give notice of intended sale or lease to the
Grantors in writing and addressed to their usual place of business.
Failure of Grantors to respond to said notice within thirty (30) days,
shall amount to Grantors' consent of the sale or lease. In the event
Grantors shall not approve of the proposed sale, then they shall be
obliged to purchase the property from the Grantee upon the same terms
and conditions as those negotiated by the grantees with the prospective
purchaser.

9. Mobile homes and mobile or temporary living quarters of any
kind are prohibited except during the construction of the permanent
building to be erected on said property, and must have inside sanitary
facilities, and cannot remain on said property longer than eighteen (18) months whether or not construction is completed. This covenant shall not be construed to exclude the occasional use of tents for recreational or sleeping purposes as a guest or family supplement.

10. There shall be no unlicensed or abandoned cars or trucks and no abandoned machinery of any type parked, placed or abandoned on any tract. There shall be no storage of materials, machinery or building equipment on any tract unless it is stored or placed in barn, barn-garage combination or barn-garage-shop combination except material, machinery or equipment that will be used on owner's dwelling or accessory building within an eighteen (18) month period. Horse trailers, camping trailers, pickup campers or utility trailers are not considered as house trailers or machinery.

11. Grantees agree to indemnify and save harmless the Grantors from any and all claims for damages, suits, judgments, or recoveries for personal injuries, property damage or death sustained by Grantees, their immediate families, invitees, guests, servants and employees, in any manner arising out of or proximately caused by the use or condition of said premises and improvements thereon.

DATED this 26th day of February, 1972.

[Signature]
JAMES K. (HYDE) HERRITT

[Signature]
VIRGINIA H. HERRITT

STATE OF WYOMING

COUNTY OF LARAMIE

The foregoing instrument was acknowledged before me on this 26th day of February, 1972.

Witness my hand and official seal.

[Signature]
NOTARY PUBLIC

My Commission Expires:
STATE OF WYOMING

) ss.

COUNTY OF LARAMIE

FIRST AMENDMENT
TO
DECLARATION OF PROTECTIVE COVENANTS
FOR
CHEYENNE PASS, FIRST FILING

KNOW ALL MEN BY THESE PRESENTS, the undersigned, being owners of tracts of
land in Cheyenne Pass, First Filing, a subdivision of a part of Section 11, Township 14 North
Range 70 West of the 6th p.m., Laramie County, Wyoming, and as a majority ownership of the
representative tracts of said Cheyenne Pass Subdivision hereby amend the original Declaration of
Protective Covenants of Cheyenne Pass, First Filing, dated February 29, 1972 under the terms
and provisions stated in such Declaration of Protective Covenants as follows:

*RECORDED IN BOOK 944 PAGE 563

Section 1. Intent. This First Amendment to the Declaration of Protective Covenants
for the Cheyenne Pass, First Filing, and the original Declaration of Protective Covenants for the
Cheyenne Pass, First Filing are given with the intent to allow an orderly and regulated
construction and placement of improvements on all tracts and to protect and enhance the value of
the Cheyenne Pass Subdivision; to protect the owners within the Subdivision of any depreciated
value; to prevent construction of unsuitable, unsightly structures; to allow owners of tracts to
have a reasonable consistent value of homes and improvements within said Subdivision; and to
ensure proper and adequate maintenance of said property and structures; and to allow and
encourage proper landscaping which will enhance the value of such tracts and protect the natural
landscape found within the Subdivision.

Section 2. Scope. This Amendment to the Declaration of Protective Covenants for
Cheyenne Pass, First Filing, and the original Declaration of Protective Covenants for Cheyenne
Pass, First Filing will apply to all tracts of land within the Subdivision of the entire Subdivision.

Section 3. Nuisances. No noxious or offensive activities shall be conducted or allowed
on any tract nor shall any activity thereon which could become such a nuisance which may affect
the other owners and residents of the Subdivision. A nuisance shall be defined by State or
County Statute or Code or by precedent in case law in the State of Wyoming in which an activity
would arise in the conduct of the owner of the tract thereby affecting all other owners herein
defined including, but not limited to, such activities that creates injury to health, safety, welfare
or the quiet enjoyment of other owners. Such activities which may be deemed as a nuisance, but
not limited to the following: exhibition or discharge of fireworks; discharging of firearms of any type or sort; and operating vehicles, equipment and machinery of a loud and obnoxious nature. There shall also be no excavating within the Subdivision except for foundations of buildings, fences, sprinkler systems, and plumbing and there shall be no drilling except for a water well and septic system.

Section 4. **Setback.** With the exception of fences, all improvements and buildings shall have a minimum setback of twenty-five (25) feet from frontage property lines.

Section 5. **Foundations.** All dwellings shall have a permanent concrete foundation system to be approved by the governing regional building department and the Architectural Control Committee.

Section 6. **Architectural Control Committee.** The Architectural Control Committee shall consist of three (3) members appointed by the Board of Directors of the Cheyenne Pass Homeowner's Association. Each member of the Architectural Control Committee shall serve for a term of three (3) years. The actions and decisions of the Architectural Control Committee shall be done by a majority vote. The approval and consent of this Committee shall not be unreasonably withheld and shall be conclusive and binding upon all interested parties.

No structure or fence, whether erected or remodeled, on any tract in the Subdivision, nor any major renovation or remodel shall be made without submitting an application to the Architectural Control Committee.

Prior to the initial construction, renovation or remodeling of any structure or fence, the owner of any tract must submit three (3) copies of an application for approval from the Committee which such application shall include the following:

- a. A site plan of the tract showing the exact location of all proposed structures, fences, well and septic system;
- b. Architectural drawings with exterior wall elevations, specifications describing external colors and materials, roofing materials, dimensions, materials and landscaping improvements;
- c. A statement by the contractor, architect, engineer or owner stating that the construction of the structure will abide by all of the requirements of the latest building codes, County regulations and the Protective Covenants of Cheyenne Pass Subdivision.

Upon receipt of all of the above information and data, the committee within thirty (30) days of submission of all requirements for application shall accept or reject the plans and drawings completely or partially and by written notification inform the owner of its decision. The Committee in its procedural review shall review such plans following the intent of these...
Protective Covenants on a case by case basis, and that the improvements will have reasonable
appeal and conformity with current existing structures in the Subdivision and consideration of
the location of said application and its structure with respect to the topography of the tract. The
Committee may also require the applicant to submit additional information, data and plans which
it feels necessary in order to make a proper determination. The time period for a decision shall
not commence until the Committee has adequate information to review the project in order to
render a decision.

Within the thirty (30) days or acceptance of all adequate information and plans of the
owner, the Committee shall send a written decision to owner. Should the Committee disapprove
the application or any portion of the plans, it shall within the thirty (30) days send written notice
to the applicant and suggest ways in which the applicant may amend such plans in order to
secure approval from the Committee.

Should the Committee fail to make a decision within a thirty (30) day period, whether
approval or disapproval of such plan, the owner may proceed construction as if he had approval
from the Architectural Control Committee. Such inaction by the Architectural Control
Committee does not waive any of its rights nor those of any other tract owner who may seek by
law or equity to enforce these Protective Covenants against a construction which does not
comply with these Declaration of Protective Covenants.

The Architectural Control Committee shall not be liable for any claims for damages of
any nature whatsoever by reason of its approval or disapproval with respect to the applications or
submissions made to it. The Architectural Control Committee is neither obligated or in no way
responsible for the enforcement of the restrictions in the Declaration of Protective Covenants of
Cheyenne Pass or any amendments thereto. Under no circumstances shall an owner bring any
claim, demand or action against the Architectural Control Committee relating in any way to a
violation of the covenants by another owner.

Section 7. Deletions. The last two sentences of Paragraph 6 of the Declaration of
Protective Covenants of Cheyenne Pass, First Filing which read as follows: “However, Grantors
reserve the right to use all acreage retained by Grantors as is customary in a normal livestock
ranch operation. If a spring is to be developed for potable water supply, no activities shall be
conducted on its water shed which may pollute the spring,” is deleted and voided in its entirety.

This Amendment to the Declaration of Protective Covenants for the Cheyenne Pass, First
Filing, shall become effective upon the date of filing with the Laramie County Clerk, State of
Wyoming.
Such are hereby approved by:

Gwen L. Samuels

Signature of Owner of Tract

Barry Samuels

Printed Name of Owner

#36 & #1

Tract Number

STATE OF WYOMING    )
COUNTY OF LARAMIE    ) ss.

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Gwen L. Samuels, this 19th day of January, 2007.

Barry Samuels

NOTARY PUBLIC
My Commission Expires: 1/19/2009

RECORD 2/27/2007 AT 4:15 PM REC# 468908 J# 1994 PG# 1445
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 4 OF 18
Such are hereby approved by:

Signature of Owner of Tract

Joe Burgess
Printed Name of Owner

# 2
Tract Number

STATE OF WYOMING  
)  
) ss. 
COUNTY OF LARAMIE  
)

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Joe Burgess, this 18th day of January, 2007.

NOTARY PUBLIC
My Commission Expires: 9/19/2009

RECORDED 2/27/2007 AT 4:15 PM REC# 468906 X# 1994 PG# 1446
Such are hereby approved by:

\[\text{Signature of Owner of Tract}\]
\[\text{Nancy S. Edwards}\]
\[\text{Jon D. Edwards}\]

\[\text{Printed Name of Owner}\]

\[\text{Tracts 5 & 10}\]

\[\text{Tract Number}\]

\[\text{STATE OF WYOMING } \]
\[\text{COUNTY OF LARAMIE }\]

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by \[\text{Nancy S. Edwards }\]
\[\text{Jon D. Edwards}\]
\[\text{this 31 day of January, 2007}\]
\[\text{NOTARY PUBLIC}\]
\[\text{My Commission Expires: 3-3-08}\]
Such are hereby approved by:

[Signature]

Signature of Owner of Tract

ROLF SKOETSCH
Printed Name of Owner

7
Tract Number

STATE OF WYOMING )
)ss.
COUNTY OF LARAMIE )

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED
before me by Rolf Skoetsch, this 24th day of January, 2007.

[Signature]

NOTARY PUBLIC
My Commission Expires: May 26, 2009

[Stamp]
Such are hereby approved by:

Richard L. Moore
Signature of Owner of Tract

Richard L. Moore
Printed Name of Owner

Tract Number

STATE OF WYOMING  )
) SS.
COUNTY OF LARAMIE  )

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED
before me by Richard L. Moore, this 24th day of January, 2007.

Debra L. Truppin
NOTARY PUBLIC
My Commission Expires: June 5, 2008
Such are hereby approved by:

[Signature of Owner of Tract]

[Printed Name of Owner]

10-9-11
Tract Number

STATE OF WYOMING

COUNTY OF LARAMIE

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by [Jan H. Paul], this 18th day of January, 2007.

[Notary Public]

My Commission Expires: 4/19/2011

RECORDED 2/27/2007 AT 4:15 PM REC# 468908 3K# 1994 PG# 1450
Such are hereby approved by:

[Signature]

Signature of Owner of Tract

Timothy Thompson

Printed Name of Owner

16

Tract Number

STATE OF WYOMING  
COUNTY OF LARAMIE  

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Timothy Thompson, this 14th day of January, 2007.

February

NOTARY PUBLIC
My Commission Expires: Dec 31st, 2007
Such are hereby approved by:

[Signature]

[Printed Name]

T-14

Tract Number

STATE OF WYOMING  
COUNTY OF LARAMIE

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by [Name], this [Date] day of January, 2007.

[Notary's Signature]

[Notary's Printed Name]

[My Commission Expires: [Expiration Date]]
Such are hereby approved by:

Signed: [Signature of Owner of Tract]

Printed Name: Jacob C. Tucker

Tract Number: [22]

STATE OF WYOMING

COUNTY OF LARAMIE

) ss.

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by __________________, this _____ day of January, 2007.

See Attached

NOTARY PUBLIC

My Commission Expires: ___________
CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California
County of San Bernardino ss.

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], not Notary)

[Signature]
Signature of Document Signer No. 1

[Signature]
Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me on this
10th day of February, 2007, by

(1). Jacob C. Tucker
Name of Signer

☐ Personally known to me
☒ Proved to me on the basis of satisfactory evidence to be the person who appeared before me.
☐ (and)

☐ Personally known to me
☒ Proved to me on the basis of satisfactory evidence to be the person who appeared before me.

[Signature]
Signature of Notary Public

MELODY M. BOSWORTH
Commission # 1640463
Notary Public — California
San Bernardino County
My Comm. Expires Jan 23, 2010

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: __________________________________________

Document Date: ______________________________________ Number of Pages: ______

Signer(s) Other Than Named Above: ______________________________________

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RECORDED 2/27/2007 AT 4:15 PM REC# 468968 K# 1954 PG# 1454
DEBRA L. LATROPE, CLERK OF LARMIE COUNTY, BY PAGE 13 OF 18
Such are hereby approved by:

Thomas E. Thompson
Signature of Owner of Tract

THOMAS E. THOMPSON
Printed Name of Owner

24
Tract Number

STATE OF WYOMING  )
    ) ss.
COUNTY OF LARAMIE  )

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED
before me by THOMAS THOMPSON this 11th day of January, 2007.

DEANNA MORELAND
NOTARY PUBLIC

RECORDED 2/27/2007 AT 4:15 PM REC# 468908 X# 1994 PG# 1455
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 14 OF 18
Such are hereby approved by:

[Signature]

Signature of Owner of Tract

[Printed Name]

Printed Name of Owner

#25

Tract Number

STATE OF WYOMING

COUNTY OF LARAMIE

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by [Printed Name], this 22 day of January, 2007.

[Notary's Signature]

NOTARY PUBLIC

My Commission Expires: 10-2-09

[Notary's Seal]
Such are hereby approved by:

Max L Fishback
Printed Name of Owner

Sheri A Fishback
Signature of Owner of Tract

STATE OF WYOMING     )
COUNTY OF LARAMIE   ) Ss.

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED
before me by Max L Fishback, this 19 day of January, 2007.

Sheri A Fishback
Trustee

NOTARY PUBLIC
My Commission Expires: 4/19/09

RECORDED 2/27/2007 AT 4:15 PM REC# 468908 X# 1594 PG# 1457
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 16 OF 18
Such are hereby approved by:

Signature of Owner of Tract

Printed Name of Owner

Tract Number

STATE OF WYOMING

COUNTY OF LARAMIE

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Edward Magee, this 27th day of January, 2007.

NOTARY PUBLIC
My Commission Expires October 19, 2010
Such are hereby approved by:

Signature of Owner of Tract

Printed Name of Owner

Tract Number

STATE OF WYOMING
COUNTY OF LARAMIE

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Brook Whyte, this 18th day of January, 2007.

NOTARY PUBLIC
My Commission Expires: 4/19/09