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REC

COPY TO ASSESSOR

STATE OF WYOMING)
)
COUNTY OF LARAMIE) SS:

CHEYENNE RANCH LLC, A WYOMING LIMITED LIABILITY COMPANY
To
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS OF
CHEYENNE RANCH SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that Cheyenne Ranch, LLC, a Wyoming Limited Liability Company, Grantor, the owner of all lands in Cheyenne Ranch Subdivision, a Subdivision located in the City of Cheyenne, Laramie County, Wyoming, as the same is more particularly described to-wit:

Block 1, Lots 1-58;
Block 2, Lots 1-12
Block 3, Lots 1-21
Block 4, Lots 1-15
Block 5, Lots 1-16; and
Block 6, Lots 1-13, Cheyenne Ranch Subdivision,
Cheyenne, Laramie County, Wyoming;
(hereinafter "Subject Lots")

does hereby covenant, agree and make the following Declarations ("Declarations") as to the limitations and restrictions of use to which the Subject Lots within Cheyenne Ranch Subdivision ("the Subdivision") may be put:

1. INTENT. It is the intent of these covenants to protect and enhance the value, desirability and attraction of the Subdivision; to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the homes and improvements constructed on Subject Lots of the Subdivision; to encourage the construction and maintenance of appropriate structures and improvements; to insure and encourage the provision of adequate and suitable landscaping and to insure the proper location of improvements. The restrictions imposed by these covenants are intended to be kept to a minimum while preserving the right of property Owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger. It is the further intent to provide by these covenants that disturbance of the natural environment be kept to a minimum.

2. RESTRICTIVE USE. The Subject Lots within the Subdivision shall be known and described as residential Lots and will be restricted by covenants contained in these Declarations. Lots shall be used and occupied as residential home sites only. The Owners of Subject Lots within the Subdivision shall have full

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enjoyment of the Lots, subject, however, to the covenants contained in this Declaration.

3. COMPLIANCE WITH DECLARATION REQUIREMENTS. All buildings, structures and improvements constructed or erected upon a Subject Lot within the Subdivision must conform to the guidelines, requirements and restrictions set forth in this Declaration.

In the event any construction upon a Subject Lot within the Subdivision does not conform to the guidelines, requirements and restrictions set forth in this Declaration, any Owner of a Subject Lot within the Subdivision may institute an action to enjoin such construction or require removal of any completed but non-conforming construction until compliance with the guidelines, requirements and restrictions set forth in this Declaration has been demonstrated by the Subject Lot Owner. No such action may be brought if more than 180 days have passed after the date of substantial completion of the non-compliant structure. The prevailing party in any such injunction action shall be entitled to recover its or their attorney's fees and costs of such action.

4. USE OF LOTS. No structure other than one (1) private single family dwelling, together with a private attached garage for no more than three (3) cars or a single family dwelling and a detached garage/outbuilding meeting the standards set forth below shall be constructed or erected on any of the Subject Lots of the Subdivision. All construction shall be new and must comply with all applicable building codes, rules, regulations and requirements, all applicable zoning laws and the minimum building standards as set forth in this Declaration. No structure may be moved from any location outside the Subdivision onto a Subject Lot within the Subdivision.

All detached outbuildings shall meet the following minimum design and construction standards:

- A. The maximum size of any detached outbuilding shall be One Hundred Forty (140) square feet;
- B. Construction shall meet the same standards applicable to the primary residence set forth herein ;
- C. The construction materials for the roofing and siding of any such outbuilding shall be the same quality, color and style as those utilized in the construction of the primary residential structure;
- D. Construction of any outbuilding may not precede but must be contemporaneous with or subsequent to the construction of the primary residential structure.

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All construction upon a Subject Lot shall conform to the minimum applicable requirements for construction of the United States Veteran's Administration (VA), United States Department of Housing and Urban Development (HUD) and the Federal Housing Authority (FHA).

No activity of a noxious or offensive nature may be conducted upon any Lot in the Subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. All dwellings, buildings and other improvements are to be kept in a state of good general condition and repair at all times.

Television and radio antennas are prohibited. Television satellite dishes may be allowed, but they may not be larger than twenty-four inches (24") in diameter and their location and the screening design must take into account adjacent Lot Owners' views and the views from the public roadways which serve the Subdivision.

No Subject Lot shall be used or maintained as a dumping ground for rubbish or junk, specifically junked vehicles, unlicensed vehicles, vehicles which are not in running condition or are in a state of disrepair or appliances and similar objects. Trash, garbage or other waste shall be kept only in sanitary containers and must be emptied on a regular basis. All sanitary containers or disposal equipment shall be of the type and kind that can be removed and/or emptied on a regular basis. No burning of grass, weeds, trash, construction materials, waste or any other material of any sort shall be allowed at any time. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises.

During construction, it shall be the Subject Lot Owner's responsibility to insure that all construction related trash, waste materials and debris are contained. All building materials must be secured and protected. The Subject Lot Owner bears the responsibility to insure that at no time during or after construction will any trash, debris, or material of any kind be allowed to blow or be carried off of the Subject Lot to other Lots, the Subdivision's public road right-of-ways or onto other properties.

5. FURTHER SUBDIVISION RESTRICTION. No Subject Lot may be further divided into smaller lots.

6. TEMPORARY BUILDINGS. No structure of a temporary character, trailer, modular home, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any Lot as a family dwelling, either temporarily or permanently. No mobile, modular or factory-built home shall be used as or converted to a permanent dwelling on a Subject Lot. Grantor may maintain one or more construction trailers or temporary buildings upon any Lot which it owns.

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7. CONSTRUCTION REQUIREMENTS. All dwellings and improvements shall be constructed to meet the minimum requirements of each of the following codes and regulations in effect at the time of such construction:

- a. Uniform Building Code;
- b. Uniform Plumbing Code;
- c. Uniform Mechanical Code;
- d. National Electrical Code;
- e. Laramie County Department of Environmental Health regulations;
- and
- f. Paragraph 4 of this Declaration.

Once construction is begun on any outbuilding or remodel or addition to a primary residential structure, such construction shall be completed within sixty (60) days following the date on which such construction was commenced. For so long as the Grantor retains title to any of the Subject Lots, any Owner of a Subject Lot who desires to construct any outbuilding or remodel or addition to a primary residence shall first submit a written plan for such construction, including elevations, a site plan and a floor plan of such construction, along with a sample of the exterior materials to the Grantor for its approval, which approval shall not be unreasonably withheld.

8. LANDSCAPING. The first grantee of a Subject Lot within the Subdivision, shall be responsible for the installation and continued maintenance of landscaping upon such Subject Lot in at least the minimum amounts set forth herein. Unless weather conditions prevent the completion of such landscaping requirements, installation of all required landscaping shall be completed within six (6) months after completion of construction of the primary residence. It is the intent of these covenants that landscaping be installed to enhance such Subject Lot, the adjoining Subject Lots and the Subdivision; to provide drainage and erosion control and to achieve a harmonious and integrated appearance of such Subject Lot with the adjoining Subject Lots and the Subdivision.

All surface areas within the boundaries of all Subject Lots not otherwise occupied by structures or roads shall be covered with native ground cover or other grass of the Owner's choice, trees, shrubs or other landscaping elements such as rocks, wood chips, bark and/or mulched or graveled material.

No unsightly shelter or wind protection for trees such as used tires shall be permitted. Any trees visible from the street which die shall be replaced with tree(s) of a height at least equal to the size of that required when originally planted.

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Landscaping and other improvements in general shall not be allowed in locations on Lots where their presence may interfere with necessary safe distance visual requirements at road intersections or driveways.

No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns that exist through the Subdivision as a whole. Any proposed changes to the Subdivision's natural or designed drainage patterns must be in the form of a Drainage Plan prepared and stamped by a civil engineer licensed in the State of Wyoming. As long as Grantor holds legal title to any of the Subject Lots, all such changes must be approved in writing by Grantor prior to the commencement of any work involving such change(s).

9. SIGNS. Except for signs advertising the initial offering of the Subdivision and the permanent identification, signage or landmarks installed by the Grantor which identify the Subdivision, no sign of any kind shall be displayed to the public view on any Subject Lot except one sign of not more than five square feet advertising the property for sale, or except signs of no more than 32 square feet used by a builder to advertise the property during the construction period. Upon completion of construction any such large construction sign shall be removed.

10. PETS AND ANIMALS. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. Pets must be under the control of the Owner at all times and will not be allowed to run free off the Owner's Lot. No livestock or fowl of any kind shall be permitted on any Lot. A maximum of four (4) domestic pets will be allowed to reside at each Lot. All Lot Owners shall insure that any pets kept by such Owner shall not be a nuisance to any other Subject Lot Owner or resident. Pet kennels or dog runs shall be properly screened from the view of other Subject Lot Owners and/or public roads that serve the Subdivision and shall be cleaned on a regular basis so as to avoid health hazards and noxious odors and remain free of feces.

11. VEHICLES. No vehicles, except private passenger automobiles, light-duty trucks and/or vans and recreational-type vehicles, shall be parked or stored on any Subject Lot or roadway of the Subdivision. No parking shall be permitted on any designated bike path or sidewalk of the Subdivision. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on a Subject Lot or on the road in front of a residence or on the front driveway or anywhere within the Subdivision more than forty-eight (48) hours at any one time or as a repeated practice. No vehicles, trailers, or vehicular equipment shall be habitually parked along any of the public roadways within the Subdivision. Camp trailers, horse trailers, boats and boat trailers and any recreational vehicles larger than light-duty pickups and vans are not permitted to be parked on a Subject Lot or roadway within the Subdivision except for a period of no longer than forty-eight (48) hours for loading and unloading purposes only.

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12. MINERALS. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon or in a Subject Lot, nor shall tanks, tunnels, mineral excavations or shafts be permitted upon or in a Subject Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon a Subject Lot.

13. EASEMENTS. Easements and rights of way as shown on the recorded plat are hereby reserved in this Subdivision for underground wires, pipes, conduits, street lighting, electricity, gas, telephones, sewer, water or any other public or quasi-public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction and repair.

14. UNDERGROUND UTILITIES. All utility lines from the easement to the structure(s) on a Subject Lot shall be underground and the maintenance thereof shall be the responsibility of the Lot Owner, builder and/or the utility company.

15. FENCING. No chain link fencing, barbed wire or other wire or woven fencing may be installed on a Subject Lot temporarily or permanently. Owners of Subject Lots may install the following types of fencing only:

A. Wood slat privacy fences at rear and side yards no taller than six feet (6') from grade. No such fence shall extend toward the front of the Subject Lot beyond the plane of the front entry door of the primary residential structure;

B. Split rail, post and rail, picket, slat or manufactured PVC or metal fence systems not exceeding three feet (3') in height may be installed on a Subject Lot but must conform to applicable zoning regulations.

For so long as the Grantor retains title to any of the Subject Lots, any Owner of a Subject Lot who desires to install fencing shall first submit a written plan for such fencing style and location, along with a sample of the fencing material to the Grantor for its approval, which approval shall not be unreasonably withheld.

16. GRANTOR'S RIGHTS. For so long as Grantor retains title to any of the Subject Lots, Grantor shall not be required to comply with the notice and approval provisions of ¶¶ 8 and 15. All other provisions of this Declaration apply to all construction and development activities of the Grantor. This Declaration does not apply to Lots within the Subdivision which are not specifically described above or to Grantor's activities thereon.

17. AMENDMENT TO COMPLY WITH HUD, VA, FHA. To any extent required, Grantor reserves the right to amend this Declaration to conform to any requirements of the United States Veteran's Administration (VA), United States Department of Housing and Urban Development (HUD) and the

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Federal Housing Authority (FHA). Any such amendment shall not be binding upon any Lot conveyed by Grantor prior to the date of recording of such amendment.

18. GOVERNING LAW; VENUE. This Declaration shall be governed by and construed according to the laws of the State of Wyoming. Venue for any action brought to enforce this Declaration shall be in the District Court, Laramie County, Wyoming.

19. BINDING EFFECT; EXTENSION; AMENDMENT. This Declaration shall run with and bind the land for a period of twenty-five (25) years from the date this Declaration is recorded in the Office of the Laramie County, Wyoming Clerk, after which time said Declaration shall be automatically extended for successive periods of ten (10) years, unless terminated at the end of any such period by vote of the then Owners representing two-thirds (2/3rds) or more of the Lots within the Subdivision. Except as provided for in Paragraph 17 above, this Declaration may be amended at any time by an instrument signed by at least two-thirds (2/3rds) or more of the then Owners of Lots within the Subdivision. Any termination or amendment of this declaration shall not be effective until it is recorded upon the deed records of the Clerk of Laramie County, Wyoming.

20. ENFORCEMENT. This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the Owner of a Subject Lot by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation or for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees incurred by the Lot Owner in such proceedings. The failure to enforce or cause the abatement of any violation of this Declaration and these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within this Declaration.

21. SEVERABILITY: Invalidation of any one of these restrictions by judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 12TH day of APRIL 2000.

CHEYENNE RANCH LLC, a Wyoming Limited Liability Company, GRANTOR

By:


Matt Deal, Managing Member

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STATE OF WYOMING)
)
COUNTY OF LARAMIE) ss.

The foregoing was acknowledged before me by Matt Deal, known to be the Managing Member of Cheyenne Ranch LLC, a Wyoming limited liability company, this 12th day of April 2000.

Witness my hand and official seal.

[Handwritten Signature]
Notary Public

My Commission Expires:

1/2 / 2002



***** AFFIDAVIT *****

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

I, John A. Steil, Registered Professional Land Surveyor in the State of Wyoming, do hereby affirm that the plat of CHEYENNE RANCH, as filed with the County clerk and Ex-Officio Registry of Deeds for Laramie County, Wyoming, was prepared by me and that the purposes of the affidavit is to correct certain drafting and copy errors as follows:

1. The lot line between Lot 7 and Lot 8, Block Two, shall be revised from 97.50 feet to 97.23 feet. The north line of said Lot 7 has no distance shown, it shall be 35.15 feet. The north line of said Lot 8 shall be revised from 70.34 feet to 68.82 feet.
2. The northeasterly lot line between Lot 60 and Lot 61, Block One, shall be revised from 306.57 feet to 311.57 feet.
3. The south line of Lot 60, Block One, shall be revised from 183.14 feet to 183.85 feet.
4. The southwesterly line of Lot 61, shall have a distance of 194.58 feet.
5. The E. Coordinate at the southeast corner of Cheyenne Ranch shall be revised from 614406.14 to 614416.14.

AFFIDAVIT

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 6th day of July, 2000.

ACKNOWLEDGEMENT

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)



On this 6th day of July, 2000 A.D. before me, a Notary Public in and for the State of Wyoming, personally appeared John A. Steil to me known to be the person described in and who executed the within and foregoing affidavit and acknowledged said instrument to be his free and voluntary act and deed and for the purposes herein mentioned.



Kim Cotts
Notary Public

My Commission Expires: 1-27-02
Residing at: Cheyenne Wyoming