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11/11/60

Know all men by these presents, That Albert P. Bruch and Josephine Bruch, Husband and Wife, of Laramie County, Wyoming

grantor/s

for and in consideration of Four Dollars and other valuable consideration in hand paid, convey and warrant to James Gillen and Josephine Gillen, Husband and Wife, of Laramie County, Wyoming

grantee/s

the following described real estate, situated in the County of Laramie, State of Wyoming

to-wit: Tract of Tract fifty-one (51) except the South thirty-feet (30) thereof, consisting of approximately twenty acres (20) subject to the restrictions and reservations hereafter set forth: That no part of said property shall be used for a junk yard, scrap yard, storage of scrap metal or used car bodies or parts, or the commercial production of saline (Reserving however, one-half of any and minerals, vendors or leather of them may have or maybe entitled to claim.)

Said property being a part of Dell Range Addition, Fifth-Fliling, a subdivision of a part of the East one-half of Section 22-TWP-14 Range 66 west of the 6th P.M.

And the said Albert P. Bruch and Josephine Bruch

herby covenant with

the said James Gillen and Josephine Gillen

that they are

lawfully seized of said premises, that they are free from encumbrances and they warrant the title thereto against the lawful claims of all persons whatsoever, except taxes or assessments

on and after January 1st, 1960.



Hereby releasing and waiving any and all rights under and by virtue of the Homestead Exemption Laws of this State

Dated this, the 17th day of September, A. D. 19 60

Signed, Sealed and Delivered in Presence of

Albert P. Bruch [SEAL] Josephine Bruch [SEAL]

The State of Wyoming

County of Laramie

ss.

On this 17th day of September, 19 60 before me personally appeared Albert P. Bruch and Josephine Bruch, husband and wife.

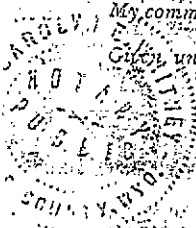
and the foregoing instrument, and acknowledged

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her rights and the effect of signing and acknowledging the said instrument.

My commission (term) expires on the 31st day of January, 1961

Given under my hand and Notarial seal, this 17th day of September, 1960

Carolyn E. Whitney



514131

WARRANTY DEED

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State of Nevada
County of Clark

This instrument was filed for record
by Dorothy Q. M. on the 19
day of Sept.
1960, and duly recorded
Book 69 on Page 166

Dorothy Q. M.
County Clerk and Ex-Officio Registrar of Deeds

COPY TO ASSESSOR

DECLARATION OF PROTECTIVE COVENANTS

THIS INDENTURE AND DECLARATION OF covenants running with the land (hereinafter referred to as "COVENANTS"), made this 11th day of July, 1994, by Pronghorn Development, Ltd., A Wyoming Limited Liability Company, hereby declare and impose against and upon all that real property situated in the City of Cheyenne, County of Laramie, State of Wyoming, Described as follows:

All of Block 1, 2 and 3: together with lots 1 through 17, inclusive, of Block 4, situated in View Point, a subdivision of the NE 1/4 SE 1/4 and the south 30 feet of Tract 51, Dell Range Addition, 5th Filing, all in Section 22, Township 14 North, Range 66 West of the 6th P.M., Laramie County, Wyoming.

146624

CHEYENNE, WY.
LARAMIE COUNTY
91 JUL 12 PM 4 38

These COVENANTS being for the purpose of amending the DECLARATION OF PROTECTIVE COVENANTS filed in Book 1154 pages 404 through 411, Laramie County, Wyoming, and now designating and creating them against and upon the Real Property and each and every subsequent portion thereof, as a servitude in favor of, and for the rights and benefits of, the Real Property and each and every subsequent portion thereof, as the dominant tenement or tenements, to find and insure to the rights and benefits of DECLARANTS and all subsequent purchasers and owners of any interest in the Real Property and subsequent portion thereof, and the legal representatives, heirs, successors, and assigns of any portion; these COVENANTS to attach to and pass with each and every portion of said Real Property and to be and have the force and effect to covenants running with the land, so that as to any of said Real Property with respect to which a violation of these COVENANTS may occur, these COVENANTS may be enforced again the then owner or holder of any of the said Real Property or any subsequent portion thereof, shall be, and is, expressly made subject, which are accepted by each grantee of DECLARANTS by acceptance of a deed incorporating this Declaration by reference, which shall apply to and be binding upon the parties to such conveyance, their heirs, devisees, legatees, executors, administrators, successors and

BOOK 1378

1804

assigns, and which do, and shall, inure to and pass with each and every portion of said Real Property thereof, are the following to wit:

1. LAND USE AND BUILDING TYPE No lot shall be used except for residential purposes or drainage retention structures. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage and/or carport for not more than three cars. All structures on said lots shall be of new construction and no building shall be moved from any other locations on to any of said lots.
2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No building shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as hereinafter set forth.
3. DWELLING QUALITY AND SIZE: Dwellings shall be of quality, workmanship and materials as necessary to provide well designed homes conducive to the area. Minimum dwelling size shall be not less than 850 square feet for one story dwelling, nor less than a total area of all levels of 1200 square feet for a dwelling of more than one story exclusive of open porches, carports and garages.
4. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line, rear lot line,

interior side lot line, or side street line than the minimum building setback lines in which this property is located and effective for each lot, on the date a building permit is issued. For the purpose of this covenant, eaves, steps, chimneys, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and subsequently deeded to the appropriate utility. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lots, except for those improvements for which a public authority or utility company is responsible.
6. SLOPE CONTROL AREAS: Each grantee of a lot in said tract agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by owners of adjacent or adjoining lots to slopes or drainage ways located on his property which effect said adjacent or adjoining lots, when such access is essential for the maintenance of the permanent stabilization on said slopes, or maintenance of the drainage facilities for the protection and use of property other than the lot on which the slope or drainage way is located.

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(b) Each grantee of a lot in said tract agrees for himself and his assigns that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said tract, or that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his lot. For the purposes hereof, "Established" drainage is defined as the drainage which occurred at the time the overall grading of said tract was completed by the undersigned grantor.

7. NUISANCE: 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.
8. TEMPORARY STRUCTURES: No structures of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No manufactured or modular house may be erected or moved in without written approval of the Architectural Control Committee.
9. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 1 square foot, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
10. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

- OR
11. VEHICLES: No parking of trailers, trailer-campers, boats or other large vehicles shall be permitted on the street in front of a residence or in a parking area between the front building line and the street, except in a completely covered carport or garage. No boats, trailers, automobiles, trucks, buses or any other type of motor vehicle in a non-operative condition are to be parked, jacked-up, blocked-up, worked on, or to remain in a non-operative condition on the street in front of a residence or a parking area between the front building line and the street for a period of not more than 24 hours at any one time or as a repeated matter of practice.
 12. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
 13. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARCHITECTURAL CONTROL

1. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP: The Architectural Control Committee is composed of Bernard Lowery and Ethel Rabel, P. O. Box 2215, Cheyenne, Wyoming 82003-2215. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any

compensation for services performed pursuant to this covenant.

2. PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

GENERAL PROVISIONS

1. 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing the change said covenants in whole or in part.
2. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
3. ARBITRATION: In the event of any dispute between the owners of two dependent single-family dwellings sharing common items and so long as the dispute involves any of the common items or building exterior appearance, such dispute shall be submitted to and determined by a board of three arbitrators as follows: The party desiring to have the matter in dispute submitted to arbitration shall give the other party written notice of such

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desire and shall name one of the arbitrators in such notice. Within ten (10) days after the receipt of such notice, the other party shall name a second arbitrator. In the event the other party fails to respond within ten (10) days, the party who has already named an arbitrator may have the second arbitrator selected and appointed by a Judge of the Laramie County Court, State of Wyoming, and the two arbitrators so appointed in either manner shall select and appoint a third arbitrator. In the event the two arbitrators so appointed shall fail to appoint a third arbitrator within ten (10) days after the naming of the second arbitrator, either party may have the third arbitrator selected or appointed by one of said Judges. The three arbitrators so appointed shall thereupon proceed to determine the matter in question, disagreement or differences, and the decision of any two of them shall be final, conclusive and binding upon all parties. In all cases of arbitration, the parties thereto shall each pay the expenses of his own attorney's fees and witnesses' fees. All other expenses of such arbitration shall be divided equally between the parties.

4. AMENDMENTS: At any time, after total buildout of all vacant lots, the majority owners of lots having completed residences built upon them shall have the power through a duly recorded written instrument to change any restriction, condition, covenant or reservation set forth herein and/or to change the membership of the Architectural Control Committee or to withdraw from the committee or restore to it any of its powers and duties. Model homes constructed and owned by developers and/or builders shall not be included in this provision.

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5. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF The undersigned has affixed his signature.

Bernard Lowery
Bernard Lowery, Member

Ethel Rabel
Ethel Rabel, Member

Pronghorn Development, Ltd.
A Limited Liability Company

STATE OF WYOMING)
COUNTY OF LARAMIE)

On this 11 day of July, 1994, personally appeared before me,

Shawn E. Radomicki, a Notary Public, in and for said County

and State, Bernard Lowery and Ethel Rabel, known to me to be the persons herein described in and who executed the foregoing instrument, who acknowledged to me that they executed the same, freely and voluntarily and for the uses and purposes therein mentioned. Witness my hand and official seal.

Shawn E. Radomicki
Notary Public in and for said County and State

My Commission expires : 5-12-95

