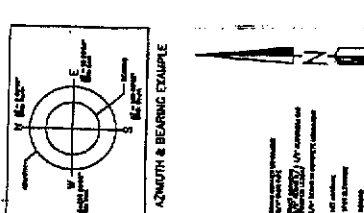




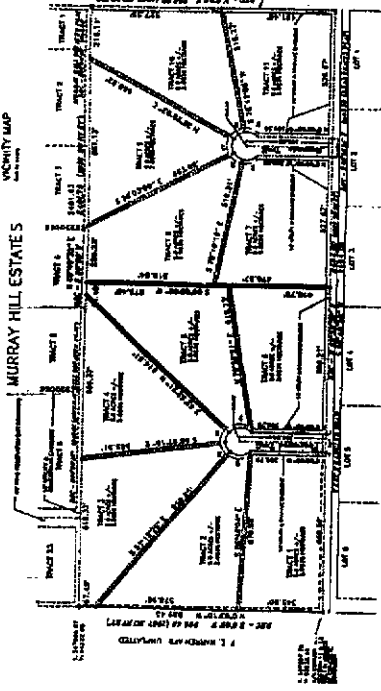
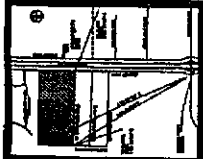
First American Title™

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Certificate of Survey
 State of Wyoming
 County of Laramie
 I, Larry T. Perry, LS 2087

NO PROPOSED DOMESTIC WATER
 NO PROPOSED PUBLIC SANITARY SEWAGE DISPOSAL
 FIRE PROTECTION TO BE PROVIDED BY CHEYENNE FIRE DISTRICT NO. 2

Notes:
 1. This plat is the result of a platting application filed by the owner of the land shown on the plat.
 2. The platting application was approved by the Surveyor General of Wyoming on 08/26/1999.
 3. The platting application was filed on 08/26/1999.
 4. The platting application was approved by the Surveyor General of Wyoming on 08/26/1999.
 5. The platting application was filed on 08/26/1999.
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 8. The platting application was approved by the Surveyor General of Wyoming on 08/26/1999.
 9. The platting application was filed on 08/26/1999.
 10. The platting application was approved by the Surveyor General of Wyoming on 08/26/1999.

Dedication

I, the undersigned, do hereby dedicate to the public for the purpose of being a public highway the following described land and interest therein, to-wit:

Tract 1, containing 1.10 acres, more or less, bounded as follows:

to the north by the south line of Tract 1, as shown on the plat of Murray Hill Estates, Survey of 1999, recorded in Plat 127 of the Official Plat Book for 1999, County of Laramie, State of Wyoming.

to the south by the north line of Tract 2, as shown on the plat of Murray Hill Estates, Survey of 1999, recorded in Plat 127 of the Official Plat Book for 1999, County of Laramie, State of Wyoming.

to the east by the west line of Tract 2, as shown on the plat of Murray Hill Estates, Survey of 1999, recorded in Plat 127 of the Official Plat Book for 1999, County of Laramie, State of Wyoming.

to the west by the east line of Tract 1, as shown on the plat of Murray Hill Estates, Survey of 1999, recorded in Plat 127 of the Official Plat Book for 1999, County of Laramie, State of Wyoming.

The above described land and interest therein are hereby dedicated to the public for the purpose of being a public highway.

Witness my hand and the seal of my office on this 26th day of August, 1999.

Larry T. Perry, LS 2087
 Surveyor General of Wyoming
 State of Wyoming

Legal Description

A certain tract of land, more or less, being a part of the 1/2 of the SW 1/4 of Section 12 of T.14 N. R. 67 E. S. 14, County of Laramie, State of Wyoming, and being a part of the Survey of 1999, recorded in Plat 127 of the Official Plat Book for 1999, County of Laramie, State of Wyoming.

COPY TO ASSESSOR

STATE OF WYOMING
COUNTY OF LARAMIE

} SS

RECORDED 9/28/1998 AT 4:10 PM REC'D 261276 EXH 1534 PGM 1097
KATHA E. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 20

FORISTER ESTATES, LIMITED LIABILITY COMPANY
to
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS
OF
FORISTER ESTATES SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that Forister Estates, Limited Liability Company, Grantor, the owner of all lands in Forister Estates a subdivision of approximately 56.6 acres developed by the undersigned and located in Laramie County, Wyoming, as the same is more particularly described to wit:

Township 14 North, Range 67 West of the 6th P.M.,
Laramie County, Wyoming;

Section 12: S1/2 NW1/4 lying Westerly of the
Westerly Right-of-Way of Bishop Boulevard

does hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of use to which the Tracts within FORISTER ESTATES 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 Forister Estates subdivision; to protect Tract owners from development and use of other Tracts within the subdivision which may depreciate the value and/or restrict the use of their Tract(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonable consistent value of the homes and improvements constructed on Tracts 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 ensure 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.** All Tracts within the Subdivision shall be known and described as residential Tracts and will be restricted by covenants contained in these Declarations. Tracts shall be used and occupied as residential home sites only. The owners of Tracts within the subdivision shall

Declaration of Protective Covenants
of Forister Estates Subdivision

Page 1

RECORDED 8/28/1989 AT 4:10 PM REC# 261276 BKE 1534 PGE 1098
MARA K. LINTROP, CLERK OF LARAMIE COUNTY, WY PAGE 2 OF 10

have full enjoyment of the Tracts, subject, however, to the covenants contained in this Declaration.

3. **ARCHITECTURAL CONTROL COMMITTEE.** An Architectural Control Committee for the Subdivision is constituted. This committee is composed of Lorraine E. Grigsby, Gary N. Grigsby, Marca J. Grigsby, and Floyd M. Lopez, or their successors as provided for herein. All notices to the Committee required herein shall be addressed and sent to:

Architectural Control Committee
Forister Estates Subdivision
8113 Hynds Boulevard
Cheyenne, WY 82009.

All committee actions or decisions shall be by majority vote. A majority of the Committee may designate a representative to act for it. In the event of a vacancy due to the death, termination or resignation of any member, the remaining members shall have full authority to designate a successor. None of the members of the committee, nor its designated representative shall be entitled to compensation of any kind for services performed as a member of the Committee.

The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request or application made pursuant to this Declaration. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant.

4. **PRIOR COMMITTEE APPROVAL REQUIRED.** No building or improvement shall be constructed or erected upon any Tract within the Subdivision until the Architectural Control Committee has approved the construction plans and specifications submitted to it by the Tract Owner in the form and manner set forth herein. All submissions to the Committee must include, at a minimum:

- a. A site plan showing the location of the structure(s) to be constructed on the Tract, the location and size of all roads, paths, driveways and sidewalks, the drainage across such Tract and any other site improvements which the applicant considers to be important and which are known to the applicant at the time of the submission;
- b. The floor plan of the structure(s) with square footage;

- c. A drawing showing the front, side and rear elevations of all structure(s); and
- d. A description on the drawings or on a separate specification sheet of the type and color of all exterior finishes and materials and roofing materials.

The Committee reserves the right to require the applicant to submit such other information which it deems necessary for its determination. If the Committee seeks additional information the time period for its decision shall not start until such information is received by the Committee. The Committee shall consider each such application as to quality of workmanship and materials described, conformance with this Declaration and harmony of the exterior colors, exterior construction materials and exterior design with existing structures and location with respect to topography and finish grade elevations. The Committee shall advise the applicant in writing of its decision within thirty (30) days of receipt of the application. In the event that the Committee disapproves any submitted plan, it shall inform the applicant, in writing, of the specific basis for disapproval and the manner in which the applicant may amend such plan to secure approval.

In the event the Committee or its designated representative fails to approve or disapprove any such plan so submitted within thirty (30) days after receipt of all required information and any other information which the Committee may, in writing, require of applicant, Committee approval will not be required. In such event, The Committee's failure to approve or reject the application shall not constitute a waiver of the rights of the Committee, or any Tract Owner to enjoin the construction of any structure which does not comply with any other provision of this Declaration.

In the event that any construction is commenced upon any Tract within the Subdivision without having first secured Committee approval, the Committee and/or any owner of a Tract within the Subdivision may institute an action to enjoin such construction until Committee approval has been granted. No such suit may be commenced after any such unapproved construction has been completed. The prevailing party in any such injunction action shall be entitled to recover its or their attorney's fees and costs of such action.

5. **USE OF TRACTS.** No structure other than one (1) private single family dwelling, together with a private attached garage for no more than 4 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 Tracts 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

RECORDED 9/28/1993 AT 4:18 PM REC'D 261276 BICE 1534 PGE 1100
HEIDI K. LATHROP, CLERK OF LARABIE COUNTY, MO PAGE 4 OF 10

subdivision onto any Tract within the subdivision. A hobby outbuilding is allowed with approval of the Architectural Control Committee.

All detached garages or outbuildings shall meet the following minimum design and construction standards;

- a. The maximum size of any detached outbuilding shall be 1200 sq. ft.;
- b. Construction shall meet the same standards applicable to the primary residence set forth herein;
- c. The construction materials of such garage or outbuilding shall be the same quality, color and style as the primary residence;
- d. The distance separating the outbuilding/garage from the primary residence shall be subject to the approval of the Architectural Control Committee, the intent being that all structures on a Tract shall appear to constitute an integrated unit; and
- e. Construction of any detached garage or outbuilding may not precede but must be contemporaneous with or subsequent to the construction of the primary residence.

No activity of a noxious or offensive nature may be conducted upon any Tract 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.

External television antennas are prohibited. Specialty antennas utilized for purposes other than television must be approved by the Architectural Control Committee. Television satellite dishes may be allowed, but their location and the screening design must take into account adjacent Tract owners views and the views from the public roadways which serve the subdivision. Approval for the installation of satellite dishes must be obtained by the Architectural Control Committee prior to any installation.

No Tract 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. 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 Tract 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 Tract 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 the Tract to other Tracts, the subdivision's public road right-of-ways or onto other properties.

No business activity or home occupation uses shall be permitted upon any Tract in the subdivision.

6. **FURTHER SUBDIVISION RESTRICTION.** No Tract may be further divided into smaller tracts or lots.

7. **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 Tract as a family dwelling, either temporarily or permanently. The covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever the same have been on the premises an unreasonable length of time. The expected use of a construction related tool or job site shed or shelter must be anticipated and so stated at the time of application for construction. Said temporary construction tool shed or shelter will not be allowed to remain on any site more than nine (9) months after the date on which construction is started. No mobile home shall be used as or converted to a permanent dwelling on any site.

8. **MINIMUM SIZE.** All single story floor plans for the principal dwelling constructed upon any of the Tracts of the subdivision set forth below shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, basements, walk-out basements or attached garage, of two thousand (2000) square feet. Any multi-level floor plan constructed upon any of the Tracts of the subdivision as set forth shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, basements, walk-out basements and attached garage, of at least two thousand four hundred (2,400) square feet.

9. **CONSTRUCTION REQUIREMENTS.** It is the intent of this declaration that all dwellings within Forister Estates Subdivision be custom built and that no tract housing be constructed within the Subdivision. Accordingly, no proposed dwelling shall be substantially similar to a dwelling already existing or under construction in the subdivision. All exterior surface

materials and roofing shall be subject to approval by the Architectural Control Committee. Unless otherwise approved by the Committee in writing, a dwelling must have no less than twenty-five percent (25%) of the exterior surface covered with brick, stone, or other appropriate masonry exclusive of fireplaces. Roofing material must be shake shingles, Woodruff™ brand (or equivalent product) or Timberline™ asphalt brand (or equivalent or greater weight and grade product) shingles, tile or as otherwise may be approved in writing by the Architectural Control Committee.

All dwellings and improvements shall be constructed to meet the minimum requirements of the Agreement and the current building codes as adopted by the State or County. Once construction is begun on any residence, such construction shall be completed within one (1) year following the date on which such construction was commenced. The construction of all other improvements must be completed within the time period established by the Architectural Control Committee in its approval of such improvement.

Individual Tract approaches and driveways which connect the primary dwelling to any public road, shall be constructed with a minimum surface of a five inch (5") depth of Grading W type road base gravel. Individual access driveway approaches, defined as that portion of the access driveway which exists within the public road right-of-way, shall include the installation of a properly sized drainage culvert, and a surface of five inches (5") depth of Grading W type gravel. Construction of the access approach and driveway includes the culvert installation, the driveway earthwork or grading and the gravel surface portion as herein specified.

Access approach and driveway must be roughed in immediately as the Tract's first improvement and before any other construction shall be allowed to begin. Graveling to be completed in the final stage of construction.

10. LANDSCAPING. The first grantee of any Tract within the subdivision, shall be responsible for the installation and continued maintenance of landscaping upon such Tract 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 Tract, the adjoining Tracts and the subdivision; to provide drainage and erosion control and to achieve a harmonious and integrated appearance of such Tract with the adjoining Tracts and the subdivision.

All surface areas except concreted areas such as patios, sports courts, pools, etc., within the boundaries of all Tracts 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.

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wood chips, bark and/or mulched or graveled material. Grass shall be mowed to keep a clean, tailored appearance. All other native grasses and ground cover shall not be taller than eight inches (8") in height.

Each Tract owner shall plant and maintain no less than twelve (12) trees of any variety which shall have the following minimum height requirements; any coniferous tree shall be no less than four (4) feet tall when planted and any deciduous tree shall be no less than eight (8) feet tall when planted. Nothing herein shall be construed to prohibit an owner from planting any number of trees less than such minimum height requirements in addition to the required twelve (12) trees which meet these minimum height requirements. No unsightly shelter or wind protection for trees such as used tires shall be permitted. In addition, landscaping and other improvements in general shall not be allowed in locations on Tracts 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 which exist through the subdivision as a whole. Any proposed changes to the subdivision's natural or designed drainage patterns must be shown on any Tract Owner's application for approval of construction and must include a complete written definition of all proposed drainage changes.

11. **SET BACKS.** No building shall be located on any Tract nearer than sixty (60) feet from any Tract line or road right-of-way. A variance may be granted for less than 60 feet at the discretion of the Architectural Control Committee.

12. **SEPTIC SYSTEMS.** Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and/or of a type approved by the Laramie County Department of Environmental Health. Every Tract owner and/or their contractor must design and position the primary dwelling and other improvements on the Tract such that there exists adequate area for proper dimensions and distance separations for a complete septic system and an area designated as the location which can be utilized, if necessary, as a secondary drain field location.

Each Tract owner and/or their contractor must perform a percolation test at the site of the proposed drain field, and to provide the percolation test results to the Laramie County Department of Environmental Health. Application must be made to and a permit received from the Laramie County Department of Environmental Health for each septic system prior to the commencement of any construction of the residence and prior to the installation of any septic system.

No sewage, waste, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any drainage way in or adjacent to the

Declaration of Protective Covenants
of Fortster Estates Subdivision

subdivision. All toilet facilities must be a part of the residence or garage/outbuilding and shall be of a modern flush type and connected to a proper septic tank system, except for temporary, self contained toilet facilities utilized during construction.

13. **WATER WELLS.** Water wells shall be located a minimum of seventy-five (75) feet from any property line.

14. **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 residential Tract except one sign of not more than five (5) square feet advertising the property for sale or rent, or except signs of no more than thirty-two (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.

15. **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 Tract. No livestock, or fowl of any kind shall be permitted on any Tract. Horses or other livestock shall not be allowed. A maximum of four (4) domestic pets (dogs or cats only) will be allowed to reside at each Tract. All Tract owners shall insure that any pets kept by such Owner shall not be a nuisance to any other Tract owner or resident. Pet kennels or dog runs may be permitted by the Architectural Control Committee through application, but all such structures shall be properly screened from the view of other Tract owners and/or public roads which serve the subdivision.

16. **VEHICLES.** No vehicles, except private passenger automobiles, light-duty trucks and/or vans and recreational-type vehicles, shall be parked or stored on any Tract or roadway of the subdivision. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on a Tract or on the road in front of a residence or on the front driveway or anywhere within the subdivision more than 72 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. Owners of camp trailers, horse trailers, boats and boat trailers and any recreational vehicles larger than light-duty pickups and vans shall park such vehicles away from the general view of adjacent Tract owners and away from the roadway side of any residence.

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

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RECORDED 9/28/1998 AT 4:10 PM REC# 261278 BKN 1534 PGM 1105
SARA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 3 OF 10

18. **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, drainage 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.

19. **UNDERGROUND UTILITIES.** All utility lines from the easement to the structure(s) on any Tract shall be underground and the responsibility of the Tract owner, builder and/or the utility company.

20. **FENCING.** No fencing of any sort shall be permitted on any Tract within the subdivision except upon the prior written approval of the Architectural Control Committee. Any fencing or screening of the subdivision's outer boundary shall require prior approval of the Architectural Control Committee, and shall be of a non-screening type. Fencing utilized for screening, privacy, wind protection, or other general purposes, all of which are required to be located close to the primary dwelling, may be allowed with approval by the Architectural Control Committee, the maximum total area that may be enclosed by a privacy fence for yard or pet run shall be no more than five thousand (5,000) square feet. The Architectural Control Committee shall evaluate any request for fencing upon a Tract to insure that any such fencing is compatible with the structure, the adjoining Tracts and the subdivision and may deny any such request if the proposed fencing does not meet the Committee's requirement for fencing materials, height, location and esthetics.

21. **BINDING EFFECT; EXTENSION; AMENDMENT.** This Declaration and all restrictions set forth herein and in the Agreement attached hereto and incorporated herein runs with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date the Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended, except for paragraph 4 hereof, at any time, by an instrument signed by at least a majority of the then owners of the Tracts agreeing to amend this Declaration in whole or in part and recorded upon the deed records of the Clerk of Laramie County, Wyoming.

22. **ENFORCEMENT.** This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the owner of any Tract subject to this Declaration 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 Committee, or Tract owner in such proceedings.

Declaration of Protective Covenants
of Forjster Estates Subdivision

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MERRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 10 OF 10

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 the Declaration.

The Architectural Control Committee is in no way responsible for enforcement of the restrictions in the Declaration.

Dated the 27 day of September, 1999.

FORISTER ESTATES, LLC, GRANTOR

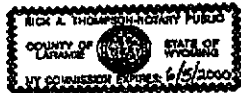
Lorraine E. Grigsby
Lorraine E. Grigsby, Manager

STATE OF WYOMING }
COUNTY OF LARAMIE } ss:

On this 27th day of September, 1999, before me personally appeared Lorraine E. Grigsby, to me personally known, who, being by me duly sworn, did say that she is the Manager of Forister Estates, LLC and that the said instrument was signed on behalf of said limited liability company and the above-named person acknowledges said instrument to be the free act and deed of said limited liability company.

Given under my hand and seal this 27th day of September, 1999.

(SEAL)



Rick A. Thompson
Notary Public

My Commission Expires:

Laramie County Clerk

Debra K. Lathrop

Real Estate

Notification of Incomplete Recording Information

The Recording Office has found the information on this document to be deficient in some way, or insufficient for proper indexing, abstracting, and/or cross-reference to a prior document as required by Wyoming statutes.

CURRENT STATUS:

Recorded at Book 1534 Page 1097, but you may want to follow through with XXX correction document. When correction is completed please re-record at a cost of \$ _____

_____ We were unable to record the document, please re-submit.

REASON FOR INCOMPLETE PROCESSING—See Comments below:

_____ Unable to abstract due to legal description.

_____ Document was abstracted, but legal description deficient.

_____ Cross-reference to Book/page notated does not agree with document recorded.

Our records indicate _____ of the current mortgage holder (the current mortgage holder needs to record the release for this mortgage or record the assignment from them to _____)

_____ Board of Equalization Statement of Consideration required (form must be filed if only to show the reason for exemption from disclosure.)

_____ Acknowledgment not present.

_____ Notary stamp or seal is not legible (must be clear enough to copy, W.S. 32-1-106).

_____ Fees charged exceeded payment; please remit balance of \$ _____

Comments/Clarification:

FORISTER ESTATES SUBDIVISION HAS NOT BEEN RECORDED. THIS DOCUMENT WAS ABSTRACTED IN TOWNSHIP AND RANGE.

By: Fina Walker Date: 9/20/97 Phone: 633-4350 Fina
633-4351 Sue
633-4352 Pat

FAX (307): 633-4240 PO BOX 608 CHEYENNE WYOMING 82003

THE STATE OF WYOMING)
)
) ss.
COUNTY OF LARAMIE)

DATED: May 18, 2006

**CHANGE IN MEMBERSHIP OF
ARCHITECTURAL CONTROL COMMITTEE**

Pursuant to paragraph 3 of the Declaration of Protective Covenants dated September 27, 1999 and recorded on September 28, 1999 in Book 1534 at Page 1097, (recording number 261276), which bind that real property legally described as:

Township 14 North, Range 67 West of the 6th P.M., Laramie County, Wyoming:

Section 12: S1/2 NW 1/4 lying Westerly of the Westerly Right-of-Way of Bishop

Boulevard;

commonly known as Forister Estates Subdivision, a majority of owners of the lots in said subdivision hereby change the membership of the Architectural Control Committee for said subdivision. Lorraine E. Grigsby, Gary N. Grigsby, Marca J. Grigsby and Floyd M. Lopez are

hereby removed from the Architectural Control Committee. Keri Moss, Robert Aylward,

Thomas Pereira, Richard O'Hare, Carl Wemboldt, Kurt Peth, Anne Wien,
Kathryn Lynn, Joe Martellaro, Matt Wheeler
are hereby appointed to serve as the new Architectural Control Committee.

Other provisions of the Declaration of Protective Covenants remain unaffected by this instrument.

The undersigned majority of lot owners on the Forister Estates Subdivision, hereby agree to change the membership of the Architectural Control Committee as stated above.

Page 1 of 11

RECORDED 5/30/2006 AT 1:28 PM REC# 448118 BK# 1950 PG# 1325
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 7

NAME

DATE

TRACT NO.

1. KARI M. MOSS 5/17/06 1
Kari M. Moss

STATE OF WYOMING)
)SS.
 COUNTY OF LARAMIE)

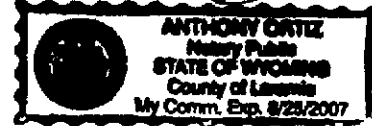
The above and foregoing was subscribed, sworn to and acknowledged before me by
Kari M. Moss this 17th day of May, 2006.

Witness my hand and official seal.

My Commission Expires:

8/25/2007

[Handwritten Signature]
 Notary Public



STATE OF WYOMING)
)SS.
 COUNTY OF LARAMIE)

The above and foregoing was subscribed, sworn to and acknowledged before me by
 _____ this ___ day of _____, 2006.

Witness my hand and official seal.

My Commission Expires:

 Notary Public

NAME

DATE

TRACT NO.

1. Richard T. Ogara 5-16-06 #4

STATE OF WYOMING)
)SS.
COUNTY OF LARAMIE)

The above and foregoing was subscribed, sworn to and acknowledged before me by
Richard T. Ogara this 16th day of May, 2006.

Witness my hand and official seal.

Selena M. Willett
Notary Public

My Commission Expires: 11/1/08



STATE OF WYOMING)
)SS.
COUNTY OF LARAMIE)

The above and foregoing was subscribed, sworn to and acknowledged before me by
_____ this ___ day of _____, 2006.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Page 2 of 11

RECORDED 5/30/2006 AT 1:28 PM REC# 448118 BK# 1950 PG# 1327
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 3 OF 7

NAME

DATE

TRACT NO.

1. Margaret Anne White, Margie Jack Jack

STATE OF WYOMING)
)SS.
COUNTY OF LARAMIE)

The above and foregoing was subscribed, sworn to and acknowledged before me by
Margaret Anne White this 18th day of May, 2006.

Witness my hand and official seal.



Nancy Truffile
Notary Public

11/25/2007

STATE OF WYOMING)
)SS.
COUNTY OF LARAMIE)

The above and foregoing was subscribed, sworn to and acknowledged before me by
_____ this ___ day of _____, 2006.

Witness my hand and official seal.

Notary Public

My Commission Expires:

NAME

DATE

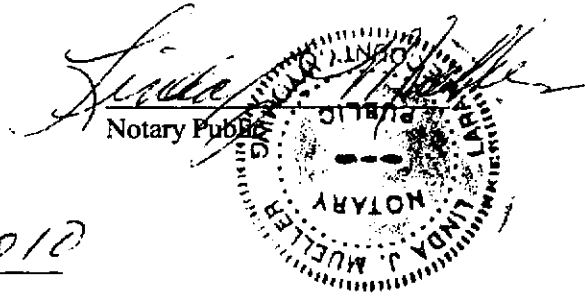
TRACT NO.

1. Kathryn C. Lind
Kathryn C. Lind 5/19/06 #8

STATE OF WYOMING)
)SS.
 COUNTY OF LARAMIE)

The above and foregoing was subscribed, sworn to and acknowledged before me by
Kathryn C. Lind this 13 day of May, 2006.

Witness my hand and official seal.



My Commission Expires:

5 27 2010

STATE OF WYOMING)
)SS.
 COUNTY OF LARAMIE)

The above and foregoing was subscribed, sworn to and acknowledged before me by
 _____ this ___ day of _____, 2006.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Page 2 of 11

NAME

DATE

TRACT NO.

1. Vickie Peth 5/19/06 # 6

[Signature] 5/19/06 # 6

STATE OF WYOMING)
)SS.
COUNTY OF LARAMIE)

The above and foregoing was subscribed, sworn to and acknowledged before me by
Vickie Peth this 19th day of May, 2006.

Witness my hand and official seal.

**RICHARD JACK STEWART
NOTARY PUBLIC
LARAMIE COUNTY, WYOMING**

[Signature]
Notary Public

My Commission Expires:

10/12/09

STATE OF WYOMING)
)SS.
COUNTY OF LARAMIE)

The above and foregoing was subscribed, sworn to and acknowledged before me by
Kurt Peth this 19th day of May, 2006.

Witness my hand and official seal.

**RICHARD JACK STEWART
NOTARY PUBLIC
LARAMIE COUNTY, WYOMING**

[Signature]
Notary Public

My Commission Expires:

10/12/09

Page 2 of 11

NAME

DATE

TRACT NO.

1. Joe Martellaro 5/30/06 11

Joe Martellaro

STATE OF WYOMING)
)SS.
COUNTY OF LARAMIE)

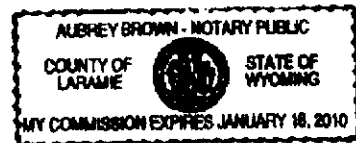
The above and foregoing was subscribed, sworn to and acknowledged before me by Joseph S Martellaro this 30th day of May, 2006.

Witness my hand and official seal.

Aubrey Brown
Notary Public

My Commission Expires:

Jan 18, 2010



STATE OF WYOMING)
)SS.
COUNTY OF LARAMIE)

The above and foregoing was subscribed, sworn to and acknowledged before me by _____ this ____ day of _____, 2006.

Witness my hand and official seal.

Notary Public

My Commission Expires: