

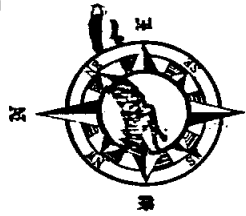


First American Title™

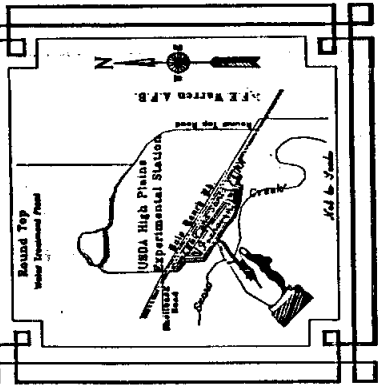
These documents are provided by First American Title as a courtesy to you. Should you have any questions regarding these documents, please contact your Realtor or a Real Estate Attorney.

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.

Basis of Bearing:
 Basis of Bearings was derived from the Bearings of the line between City of Cheyenne Horizontal Control Stations "Round Top" and "Green" as published by the City of Cheyenne.



Scale:
 1" = 100 Feet
 1/2" = 50 Feet



- Grdnb:**
- 3/8" x 32" rebar with 3" Aluminum Cap, covered
 - 3/8" x 32" rebar with 1-1/2" Aluminum Cap, set

Conversions
 From International System of Units (SI) to American Standard
 One Foot = 0.3048 Meter
 One Acre = 0.4047 Hectare

Note: With the approval of Public Law 94-169 as signed into Law on 1976, the Metric Conversion is required as One Foot = 1200/3937 Meter



FOXHAVEN

Subdivision

N 1/2 Section 21
 T.14 N. R.67 W.

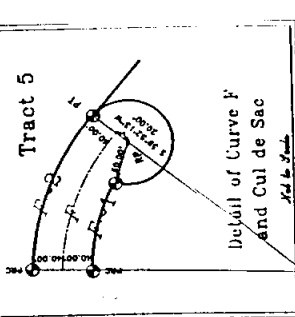
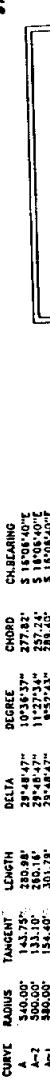
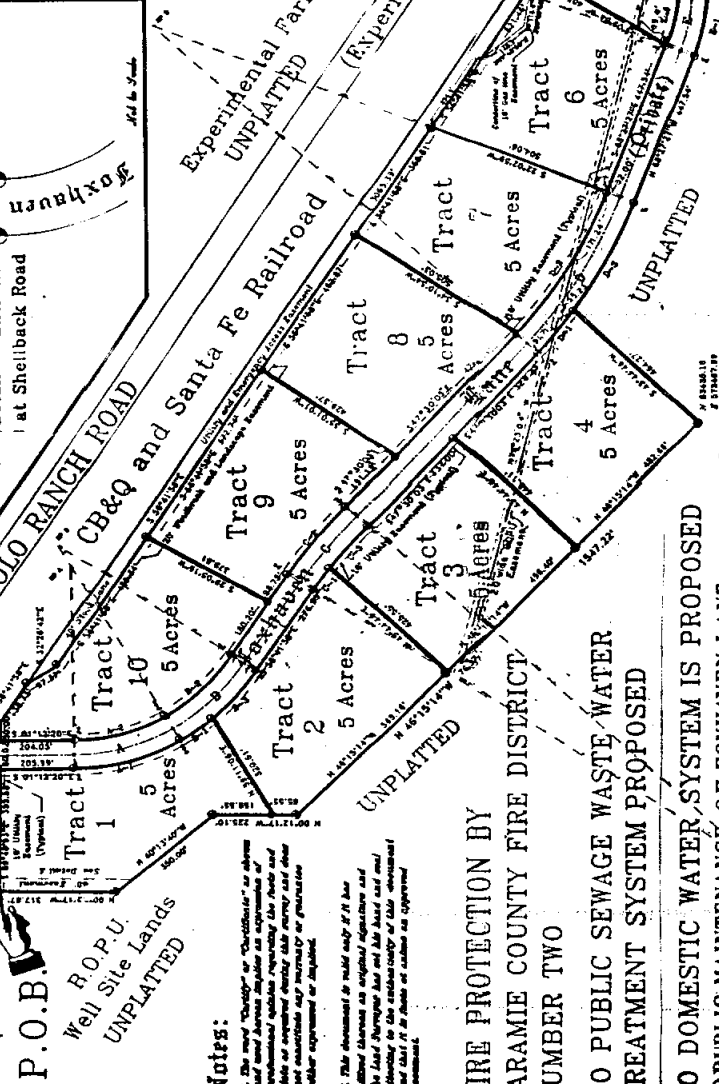
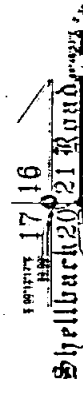
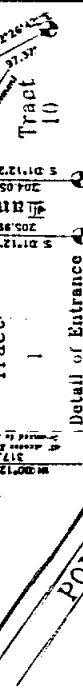
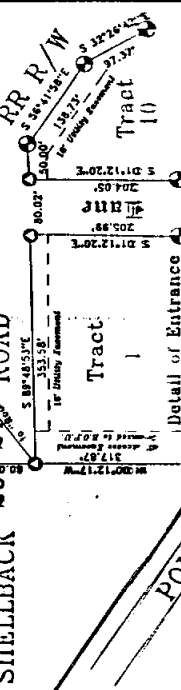
of the
 6th Principal Meridian
 Laramie County
 Wyoming

Sheet 1
 of 2

Geometrical Surveying & Mapping Co.
 1127 Perry Street
 Cheyenne, Wyoming 82001
 Phone (307) 634-2288

These Plans Registered Pursuant to

B.O.P.U. Easement:
 (SEE DETAILS ON THIS PAGE)
 The Cheyenne Board of Public Utilities has granted a Right of Public Use (R.O.P.U.) in Section 20, being 40 feet in width is granted and to be for the use and enjoyment of the B.O.P.U. in perpetuity from the date of acceptance of the platting of this subdivision by Laramie County.



Curve Table:	CURVE RADIUS	TANGENT	LENGTH	DELTA	DEGREE	CHORD	CLEARING
A-1	340.00'	145.75'	280.88'	28°48'47"	1127'23"	277.82'	\$15,908.40'E
A-2	300.00'	133.10'	260.16'	28°48'47"	1127'23"	257.25'	\$15,908.40'E
A-3	480.00'	201.40'	391.79'	28°48'47"	1127'23"	388.40'	\$15,908.40'E
B-1	586.47'	258.12'	513.80'	28°48'47"	1127'23"	495.24'	\$15,908.40'E
B-2	644.47'	282.56'	568.75'	28°48'47"	1127'23"	550.75'	\$15,908.40'E
C-1	1502.43'	720.88'	1412.21'	28°48'47"	1127'23"	1382.20'	\$15,908.40'E
C-2	1441.43'	713.38'	1382.21'	28°48'47"	1127'23"	1382.20'	\$15,908.40'E
C-3	1345.43'	670.10'	1300.08'	28°48'47"	1127'23"	1288.20'	\$15,908.40'E
D-1	1300.08'	647.35'	1260.16'	28°48'47"	1127'23"	1248.20'	\$15,908.40'E
D-2	1385.08'	691.54'	1335.69'	28°48'47"	1127'23"	1313.20'	\$15,908.40'E
D-3	3000.00'	1500.00'	3000.00'	28°48'47"	1127'23"	2999.99'	\$15,908.40'E
E-1	440.00'	219.99'	440.00'	28°48'47"	1127'23"	439.99'	\$15,908.40'E
E-2	510.00'	254.99'	510.00'	28°48'47"	1127'23"	509.99'	\$15,908.40'E
F-1	311.30'	155.65'	311.30'	28°48'47"	1127'23"	311.29'	\$15,908.40'E
F-2	271.30'	135.65'	271.30'	28°48'47"	1127'23"	271.29'	\$15,908.40'E

Platting Record
 Accepted for the State of Wyoming by the County of Laramie
 This Platting Record is the result of a survey conducted by the County of Laramie on the 15th day of August, 1987.
 J. A. [Name]
 Surveyor

Notes:

- The word "Tract" or "Tracts" or "acres" and "well site lands" are used as a general description of the lands and do not constitute an agreement or warranty of any kind.
- This document is subject to all other laws, ordinances, regulations and rules of the State of Wyoming and the County of Laramie, and shall be construed as such.

FIRE PROTECTION BY LARAMIE COUNTY FIRE DISTRICT NUMBER TWO
NO PUBLIC SEWAGE WASTE WATER TREATMENT SYSTEM PROPOSED
NO DOMESTIC WATER SYSTEM IS PROPOSED
NO PUBLIC MAINTENANCE OF FOXHAVEN LANE

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

COX RANCHES, LLC
To
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS
FOR
FOXHAVEN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that Cox Ranches, LLC, a limited liability company organized under the laws of the State of Colorado and operating in good standing in the State of Wyoming, the owner of all of the real property in the subdivision known as Foxhaven Subdivision of approximately 69.96 acres being developed and located in Laramie County, Wyoming and more particularly described to wit:

a subdivision located in the N1/2 section 21, Township 14 North Range 67 West 6th p.m., Laramie County, Wyoming and including Tract 1-Tract 10

does hereby agree covenant and declare the following Declaration of Protective Covenants as to limitations and restrictions of use of which the ten (10) tracts within the Foxhaven Subdivision may be attached.

ARTICLE I
INTENT AND SCOPE OF COVENANTS

Section 1: Intent. These Declaration of Protective Covenants are given with the intent to allow an orderly and regulated construction and placement of improvements on said ten (10) tracts and to protect and enhance the value of the Foxhaven 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. These Declaration of Protective Covenants will apply to all tracts of land within the Subdivision including Tract one (1) through Tract ten (10) of the entire Subdivision.



ARTICLE II DEFINITIONS

Section 1: "Subdivision" shall be defined as the entire legal description of the Foxhaven Subdivision as platted with the Laramie County Clerk, Laramie County Wyoming.

Section 2: "Owner" shall be defined as the fee simple owner(s) of record whether one or more persons which hold title to any tract, but excluding those having such interests solely for security of performance of any obligation, in which even the equitable owner of such fee simple title shall be deemed the owner thereof.

Section 3: "Covenants" shall be defined as the entire document as hereby signed and filed with the Laramie County Clerk.

Section 4: "Committee" shall be defined as the Architectural Control Committee whose membership shall herein be stated.

Section 5: "Tract" shall be defined as one of the ten (10) individual tracts which are parcels specifically numbered on the plat that is filed and recorded with the Laramie County Clerk.

Section 6: "Improvements" shall be defined to include, but not limited to, including homes or primary residential dwelling, storage buildings, house buildings, barns, workshops, roads, private drives, fences, and landscaping which are or will be installed or located on the tracts.

ARTICLE III PRINCIPLE USE OF PROPERTY

Section 1: All tracts within the Subdivision shall be residential property and these tracts shall be only used and occupied as residential homes. No trade, business activity, manufacturing of goods, selling or sales of goods and services, or any other commercial activity of any nature shall be permitted within the Subdivision.

ARTICLE IV LIMITATIONS AND RESTRICTIONS

Section 1: 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 2: Vehicles. No vehicles, trailers or any equipment shall be parked along the public roadways within the subdivision. There shall be no vehicles or vehicle equipment which is not in running condition or is in a state of disrepair or which are not licensed parked in the roads, driveway or outside any garage. Campers shall not be parked in the open or in general view of adjacent owners for more than forty-eight (48) hours. Such vehicles shall be stored or maintained in enclosed storage buildings or garages.

ARTICLE V STANDARDS FOR STRUCTURES AND IMPROVEMENTS

Section 1: Temporary Structures. There shall be no temporary structures of whatever kind including, but not limited to, modular homes, mobile homes, sheds, barns, garages or any other structure or outbuilding where one may temporarily live or store property except as approved by the Architectural Committee on a temporary or permanent basis. Upon approval by the Architectural Committee, temporary shed for tools and property may be allowed during the construction of the residential dwelling or barn, but the Committee shall have complete control over the size, shape and duration of such structure.

Section 2: Home Resident. The primary resident structure for one single family may be constructed on each tract upon approval by the Architectural Committee with an attached or detached garage. The garage size shall have a maximum capacity of four (4) vehicles subject to the Committee's approval.

Section 3: Minimum Size Requirement. The principal resident dwelling on any tract must have a minimum fully enclosed ground floor area devoted for living purposes of at least Two Thousand (2000) square feet except that if the dwelling has multiple levels, the minimum ground floor area may be reduced providing that the total living area of said residence meets the requirement for minimum square footage which is exclusive of basements, porches, patios and attached garages.

Section 4: Construction Standards. The primary residential dwellings in this Subdivision are to be built with high quality materials and high quality construction. All buildings constructed shall conform and abide by all uniform building, plumbing, mechanical and electrical codes and shall pass all County inspections. Construction of the primary residential dwelling shall be completed within one (1) year upon commencement of said construction. All site plans must be approved by the Architectural Committee before any construction or grading is commenced. All construction on the residential home shall be new construction built on site and there shall be no mobile homes, modular homes or any other off-site constructed structure placed on the tract.

**ARTICLE VI
SETBACKS**

With the exception of fences, all improvements within the tract shall have the following minimum setbacks in relation to property lines. The front setback shall be no less than one hundred (100) feet. The minimum side setbacks shall be no less than ninety (90) feet. The rear setbacks shall be no less than one hundred (100) feet. These setbacks shall be in effect in regards to all permanent improvements of any nature on the property with the exclusion of fences.

**ARTICLE VII
SHEDS AND BUILDINGS**

Each tract shall have no more than one shed or outbuilding (not including a barn). The maximum size of any shed or outbuilding shall be no more than one thousand (1000) feet and the height of said improvement shall be no more than fourteen (14) feet. Such buildings shall conform to the Architectural Committee and shall be in a similar design to the primary residential dwelling and barn. Such outbuilding may not be constructed before the primary residential dwelling is completed.

**ARTICLE VIII
BARN**

Each tract shall be permitted to have one barn facility and such maximum size shall be no more than Three Thousand (3000) square feet. Prior to construction of any barn facility, the Architectural Committee must approve the sight plan, style, design and construction material of the barn. Said barn facility shall also comply with all building codes and County requirements and regulations.

**ARTICLE IX
REMODELING AND RENOVATIONS**

Any major or substantial alteration, renovation or remodeling of the exterior of any principle resident dwelling, barn or any outbuilding situated on a tract in the Subdivision must be approved by the Architectural Committee before such progress is commenced.

**ARTICLE X
THE ARCHITECTURAL CONTROL COMMITTEE**

Section 1: The Architectural Control Committee shall consist of at least three (3) individuals and initially shall be Elizabeth Cox, William Cox and Thomas W. Cox. The Architectural Control Committee may at its discretion add two (2) more members to such Committee upon a majority vote. All actions and decision of the Committee shall be done by majority vote. The Committee may though designate a representative to act for it and such representative may be a Committee member or their Attorney or Agent. Upon the death,

resignation or incapacitation of any member, the remaining members shall have the authority to elect a successor member to serve on the Committee. The approval and consent of this Committee shall not be unreasonably withheld and shall be conclusive and binding upon all interested parties.

The Architectural Committee and/or its representatives 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.

Section 2: Applications to the Committee. No primary residential dwelling, outbuilding, garage, barn, fence or any other major improvement shall be constructed, erected or remodeled on any tract in the Subdivision nor any major renovation or remodel as herein described shall be made without submitting an application to the Architectural Committee.

Section 3: Application Requirements. Prior to the initial construction, renovation or remodeling of a primary residential dwelling, garage, barn, any outbuilding or fence, the owner must submit the following in his application for approval from the Committee:

- a. A site plan of the tract showing the exact location of all proposed structures, fences and a well septic system;
- b. Architectural drawings, blueprints or plans of the proposed primary residential dwelling, garage, barn or outbuilding revealing the square footage, floor plan, exterior wall elevations, specifications describing external colors and materials, roofing materials, dimensions, materials and landscaping improvements;
- c. The name of the architect, engineer and contractor who will be performing the work on said structure;
- d. A statement by the contractor, architect, engineer and owner stating that the construction of the structure will abide by all of the requirements of the Uniform Building Codes, County regulations and these Protective Covenants.

Section 4: Procedure Review. 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.

5



Section 5: Decision of the Committee. 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 Committee. Such inaction by the Architectural 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.

ARTICLE XI FENCES

Private fencing is not only allowed, but encouraged along the boundaries between property lines. Any fencing is though subject to the Architectural Committee Approval and plans with a complete description of area and type of fencing shall be submitted to the Committee for its approval before installation of such fences. There shall not be any barbwire, sheep wire or steel post fencing, but all fencing should be the same type and consistent and continuous surrounding the perimeter of the property commencing at the primary residential home towards the back of said tracts. It is encourage that such fencing either be vinyl or wood split rail. Such fencing must be adequate to hold in domestic pets and horses from entering adjacent tracts. There shall be no temporary snow or wind fences placed on any tract.

ARTICLE XII LANDSCAPING

Section 1: General Landscaping. To enhance the value of the Subdivision and each individual owner's tract, it is recommended that each owner not only install minimum landscaping but continue to landscape his tract. All landscaping plans shall be submitted to the Architectural Committee for their approval for installation of such projects.

Section 2: Trees. At least upon completion of the primary residential dwelling, each owner shall plant a minimum of fifteen (15) trees of any variety, which evergreen shall be no less than four (4) feet tall and any assiduous tree shall be no less than eight (8) feet tall. No unsightly shelters for such trees shall be installed such as tires shall be permitted. Should any tree or shrub become diseased or die, a replacement shall be made within a one (1) year period.

Section 3: Grass and Yards. The soil surrounding any improvement sight which has been disturbed shall be reseeded with a native grass within one (1) year after completion of such structure. A grass yard immediately surrounding the primary residential dwelling is encouraged, but not required.



Section 4: Private Driveways. A private driveway of at least twelve (12) feet width shall be constructed from the roadway to the garage area of the primary residential dwelling. In order to protect the native grass cover, all contractors and traffic should remain on the driveway and in the immediate area of the residential dwelling.

ARTICLE XIII ANIMALS

Section 1: Domestic Pets. Domestic pets such as cats and dogs may be kept by owner provided that they are not maintained or kept for commercial purposes. They shall be under the control at all times of the owner and not allowed to run free off the owner's property. No more than four (4) dogs may be kept on any tract at any one time.

Section 2: Horses. Horses shall be permitted on all tracts under the provision that no more than four (4) horses may be kept on the tract at any one time. There shall be no boarding and all horses are to be property of the owners. The owners shall also provide adequate stable and barn facilities and such feeding arrangements and grazing on the property must be approved by the Architectural Committee. There shall be no severe grazing to be allowed on the property at any time.

Section 3: Other Animals. No farm animals such as cows, sheep, chickens or swine shall be permitted on any tract at any time except each child under the age of eighteen (18) may keep such a farm animal for a 4-H, FFA or other similar non-commercial project (one farm animal per child) with written approval and limitations by the Architectural Committee.

ARTICLE XIV EASEMENTS

Utility and any other easements and rights of way which are shown on the recorded plat are to be granted and reserved within the Subdivision and on all tracts for the purposes of electrical, gas, telephone, cable or any other public or utility service purpose and such utility shall have the right of ingress and egress for repair or further construction. Any draining easements which are shown on the recorded plat shall be kept clean and free from debris. No improvements shall be built on any easement without prior written consent of the Architectural Committee.

ARTICLE XV HOMEOWNERS' ASSOCIATION

The ownership of any tract of the Foxhaven Subdivision shall have the obligation and also the benefit as a member of the Foxhaven Subdivision Homeowner's Association. Such association shall maintain and manage Foxhaven Lane and any other common areas. It may enforce this Declaration of Protective Covenants of Foxhaven Subdivision and be able to assess each owner of the tracts of this Subdivision equally for management and maintenance costs and protect the common interests of its members.

**ARTICLE XVI
GENERAL PROVISIONS**

Section 1: Satellite Dishes and Television Antennas. Each owner shall be allowed to erect one twenty-five (25) foot television antenna and/or satellite dish which shall be no larger than two (2) feet across. The placement of such dish and arial are subject to approval of the Architectural Committee.

Section 2: Dumping and Trash. No trash, rubbish, scrap, debris, junk, including, but not limited to, junk cars, appliances and building materials shall be used or maintained on any tracts. All trash and garbage shall be kept in containers which are emptied on a regular basis. There shall be no outside burning of any trash or rubbish. Any trash or garbage blown against improvements, including fences, shall be removed immediately.

Section 3: Signs. No signs shall be permitted on any tract other than a for sale sign of the property which shall be no larger than four (4) square feet advertising the property for sale or rent.

Section 4: Term of the Property of this Subdivision. From the date of recordation in the office of the Laramie County Clerk, State of Wyoming, these Declaration of Protective Covenants shall have a term of twenty (20) years and will be extended for successive periods of ten (10) years.

These Declaration of Protective Covenants may be amended in whole or in part by such an amendment signed by at least two-thirds (2/3) or more of then record owners. Such amendment must be recorded with the Laramie County Clerk, State of Wyoming. If such a vote is required to amend this Declaration of Protective Covenants, an owner shall be entitled to one vote for each tract if two (2) or more persons own a tract, they should be entitled to only one vote for each tract.

Section 5: Severability. Invalidations of any one provision or restrictions in these Declaration of Protective Covenants by court order or judgment shall in no way effect any of the other provisions which shall remain in full force and effect.

Section 6: Enforcement and Remedies. This Declaration of Protective Covenants herein may be enforced by the owner of any tract subject to these Declaration of Covenants by appropriate proceedings at law or in equity against those person or persons who are attempting to violate any covenant or restriction. Such judicial proceeding shall be for the purpose of removing the violation, restraining a future violation, or recovering of damages for any violation and for such other and further relief which may be available. A party found to have violated these covenants shall be responsible for reasonable attorneys' fees incurred by the owners or Architectural Committee. The failure to enforce or cause a statement or violation of this Declaration of Protective Covenants shall not preclude or prevent any portion thereof of further or continued violation. Whether said violation shall be of the same or different provision within this Declaration of Protective Covenants.

The Architectural Committee is neither obligated or in no way responsible for the enforcement of the restrictions in this Declaration on behalf of any owners. Under no circumstances shall an owner bring any claim, demand or action against the Architectural Committee relating in any way to a violation of the Covenants by another owner.

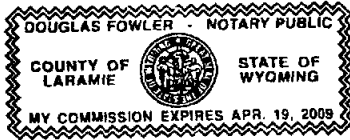
DATED this 22 day of May, 2006.

Elizabeth Cox
ELIZABETH COX
Managing Director of Cox Ranches, LLC

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by ELIZABETH COX, this 22 day of May, 2006.

Douglas Fowler
NOTARY PUBLIC
My Commission Expires: 4/19/09



SUBDIVISION SETUP FORM

Subdivision Proper Name FOXHAVEN SUBDIVISION

Received from LARRY T PERRY

Grantor MARK T COX III RANCHES LLC Document Date 11/18/03

Grantee IN RE FOXHAVEN SUBD

Legal Description M&B PTN N2 SEC21 T14N R67W

SUBDIVISION INFORMATION

Short Alpha Name FOXHAVEN SUBD Number 2911

Block Name NONE Lot Name TRACT

Replats Previous Platting Y/N Defunct Subdivision Y/N

Covenants Book/Page _____ Old Hard Copy Book/Number _____

ABSTRACTING INFORMATION

For suffix 40-69 (Existing Parcels Affected)

TWN/SUBD	RNG/BLOCK	BEGIN SEC/LOT	END SEC/LOT	RV SW
<u>14</u>	<u>67</u>	<u>21</u>	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

For suffix 70-99 (New Parcels Created)

BLOCK #	BEGIN LOT	END LOT	BLOCK #	BEGIN LOT	END LOT
2911 <u>NONE</u>	<u>1</u>	<u>10</u>	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

020-045 (R12/01)