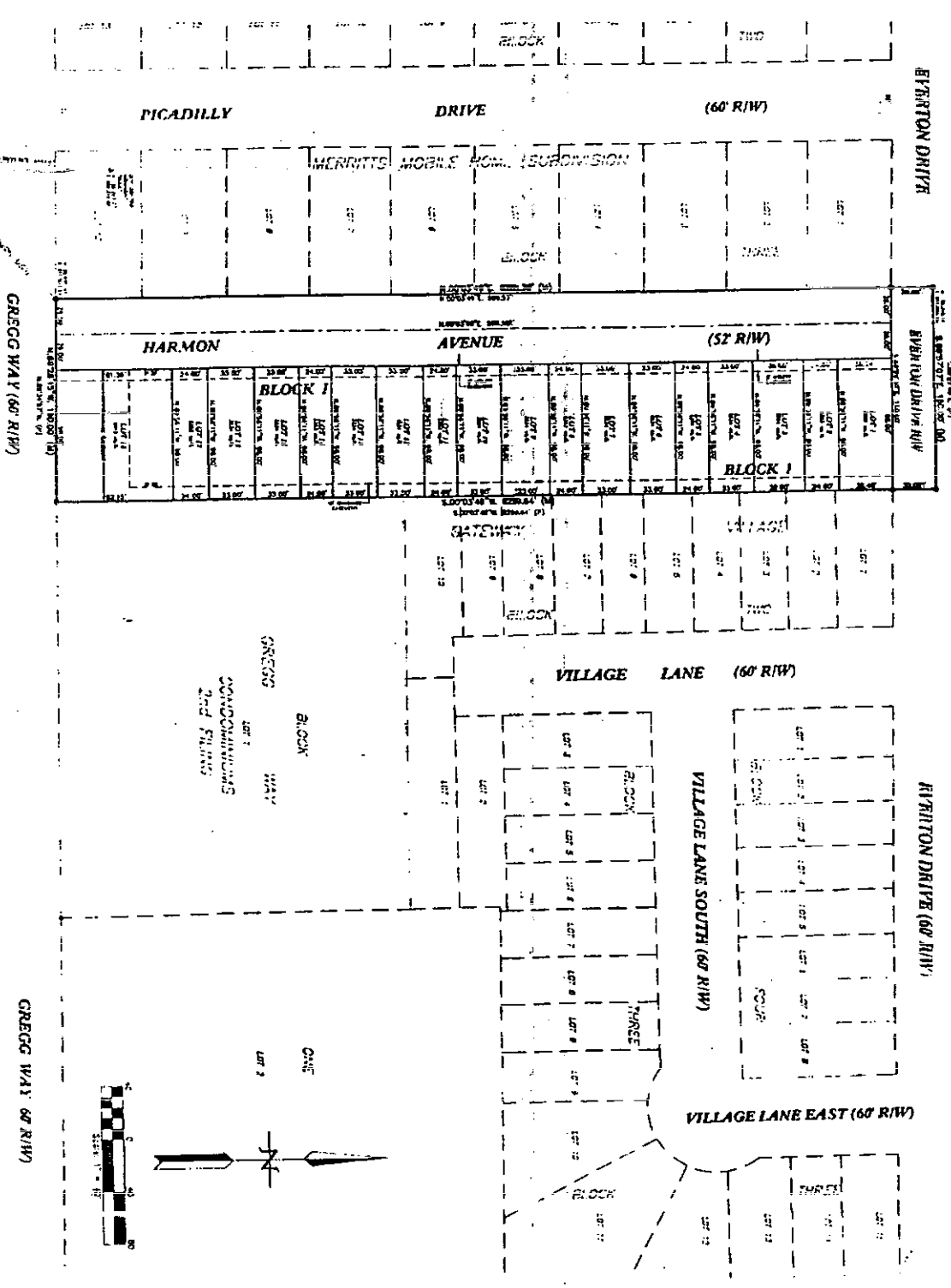
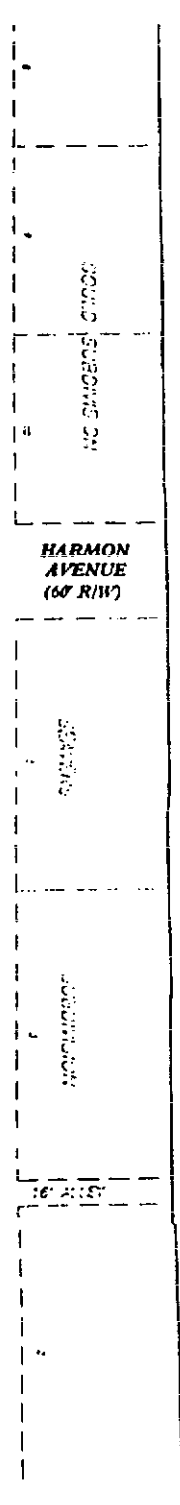




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LEGEND

1. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.

2. ALL CORNERS ARE TO BE MARKED WITH CONCRETE OR METAL PIPES.

3. ALL DIMENSIONS ARE TO BE CHECKED BY THE SURVEYOR.

4. THE SURVEYOR'S NAME AND FIRM ARE TO BE PLACED IN THE MARGINS OF THE PLAT.

5. THE PLAT SHALL BE FILED IN THE COUNTY RECORDS.

NOTES

1. THIS PLAT IS SUBJECT TO THE RECORDS OF THE COUNTY RECORDS.

2. THE SURVEYOR'S NAME AND FIRM ARE TO BE PLACED IN THE MARGINS OF THE PLAT.

3. THE PLAT SHALL BE FILED IN THE COUNTY RECORDS.

4. THE SURVEYOR'S NAME AND FIRM ARE TO BE PLACED IN THE MARGINS OF THE PLAT.

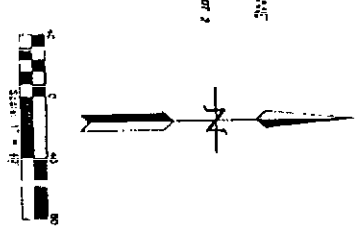
5. THE PLAT SHALL BE FILED IN THE COUNTY RECORDS.

REMAINDER TRACT 29

SHILOH HILLS

GREGG WAY (60' R/W)

GREGG WAY (60' R/W)



CERTIFICATE OF SURVEYOR

I, the undersigned, being duly sworn, certify that the above is a true and correct copy of the original plat as the same appears in my possession and control, and that the same was prepared by me or under my direct supervision, and that I am a duly licensed Professional Land Surveyor of the State of Indiana.

[Signature]

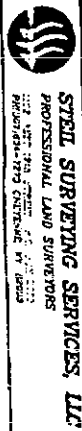
APPROVALS

Approved by the County Council of the City of Greensburg, Indiana, on this _____ day of _____, 2004.

[Signature]

Approved by the Department of Public Safety, Indiana, on this _____ day of _____, 2004.

[Signature]



CAWNEY & VILLAGE WEST

STEEL SURVEYING SERVICES, LLC
 PROFESSIONAL LAND SURVEYORS
 EAST 150' OF TRACT 18,
 DELL RANGE ADDITION,
 SECOND PLUNG,
 LARABIE COUNTY, INDIANA
 PREPARED APRIL 2004

FILED RECORDS

DEEDS

PLATS

CONTRACTS

MAPS

OTHER RECORDS

INDEXED

FILED

INDEXED

FILED

INDEXED

FILED

INDEXED

FILED

INDEXED

9/28

STATE OF WYOMING)
)
) ss:
COUNTY OF LARAMIE)

HEARTLAND HOME BUILDERS, INC.
To
THE PUBLIC

**DECLARATION OF PROTECTIVE COVENANTS
OF
GATEWAY VILLAGE WEST**

KNOW ALL MEN BY THESE PRESENTS, that Heartland Home Builders, Inc., a Wyoming corporation, Grantor, the owner of Gateway Village West, as shown by that Final Plat thereof in Plat Cabinet 8, Slot 162, official records of the County Clerk, Laramie County, Wyoming, and legally described as:

The East 150' of Tract 18, Dell Range Addition, Second Filing,
City of Cheyenne, Laramie County, Wyoming

does hereby covenant, agree and make the following declarations (herein "Declarations") as to the limitations and restrictions of use to which the Lots within Gateway Village West (herein "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 protect Lot owners from development and use of other Lots within the Subdivision which may depreciate the value and/or restrict the use of their Lot(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the homes and improvements of the Subdivision; to encourage the construction and maintenance of appropriate improvements and to insure and encourage the provision of adequate and suitable landscaping. 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. ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee for the subject property is constituted ("Committee"). This committee is composed of James O. Woods, III, and James O. Woods, IV, or their successors as provided for herein. All notices to the Committee required herein shall be sent to "Architectural Control Committee - Gateway Village West, c/o James O. Woods, III, 3701 Ridge Road, Cheyenne, WY. 82001." 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 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 of any kind for services performed pursuant to this covenant.

The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this provision, or any provision in 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, and any approval or permission granted by the Committee shall not in any way be construed to mean acceptance of any submission to any private or governmental agency. The Committee may grant variances to these restrictions and requirements upon a showing of special circumstances arising from the topography, size or shape of a particular Lot only.

3. PRIOR COMMITTEE APPROVAL REQUIRED. No building shall be erected upon the subject property from and after the date of this Declaration until approval of the construction plans and specifications and a site plan showing the location of the structure has been applied for by written notice of intent to construct sent by certified mail, return receipt requested, to the Committee at the above address. 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 by the Committee, Committee approval will not be required and this particular related covenant shall be deemed to have been fully complied with.

In the event that any construction is commenced upon any lot within the Subdivision without having first secured Committee approval, the Committee or any owner of a lot within the Subject property 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.

4. RESTRICTIVE USE. All 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 private residences only. The owners of Lots within the Subdivision shall have full enjoyment of the Lots, subject, however, to the

covenants contained in this Declaration and all applicable laws and ordinances. All present or future owners or any other person that might use the facilities of the Subdivision in any manner, are subject to the provisions of this document; and the mere acquisition of any Lot or the mere act of occupancy of any Lot shall signify that the provisions of this document are accepted and ratified.

5. CONSTRUCTION STANDARDS. All home construction shall be new, on-site construction. No structure shall be moved from any location outside this subdivision onto any Tract in the Subdivision. Installation and/or erection of modular homes or "house trailers", as defined in Wyo. Stat. §35-1-102(a)(xv), shall not be permitted on any Lot within the Subdivision. Pre-existing "stick-built" homes proposed to be relocated from other locations are also not permitted. 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.

All construction of residential dwellings and outbuildings must meet the minimum requirements of this Declaration and each of the following codes and regulations in effect at the time of construction:

- a. Uniform Building Code;
 - b. Uniform Plumbing Code;
 - c. Uniform Mechanical Code;
 - d. National Electric Code;
 - e. Laramie County Department of Environmental Health regulations;
- and
- f. FHA Building requirements.

All roofing must be quality grade asphalt shingles (Heritage 225, T-Lock or equivalent).

All structures must be located upon a Lot in conformity with the set-back distances adopted by the City of Cheyenne.

6. USE OF LOTS. 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 antennas are prohibited. Television satellite dishes may be allowed, but their size shall be limited to nineteen inches (19") 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 Lot nor the adjacent sidewalks or street 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.

No business activity or home occupation uses shall be permitted upon any Lot in the Subdivision. This restriction shall not apply to a residential office within a home utilized by the Lot owner only. No such use which causes additional traffic or parking impact by employees or customers of such business use shall be permitted.

No residential dwelling shall be rented by the owner for transient purposes, which shall be defined as (a) rental for any period less than 30 days. Other than the foregoing obligations, the owners of the respective Lots shall have the absolute right to lease their dwelling, provided that the lease is made subject to the covenants and restrictions contained in this Declaration.

7. OUTBUILDINGS. No shed, lean-to, canopy or other structure not connected to the residential structure shall be constructed upon any Lot within the Subdivision without the express written consent of the Committee. Any Lot owner who desires to construct any such structure shall submit a request, the construction plans and a description of materials to the Committee for approval in the manner set forth in Paragraph 3 above. Any such structure must meet the minimum requirements for construction standards set forth in Paragraph 5 above.

8. LANDSCAPING. Each Lot owner shall install a lawn and water sprinkler system in the front yard area of each Lot within six (6) months following completion of construction of the residential dwelling on such Lot and thereafter maintain such lawn as a living and viable lawn free from weeds and crabgrass. Such lawn need not be installed in areas where other landscaping, rock gardens, trees, pools, patios, decks or approved outbuildings are located. No trees and or shrubs shall be planted in such a manner as to create a hedge that defines the boundaries of any Lot. This restriction shall not prevent the planting and maintenance of trees and/or shrubs as windbreaks or for privacy screening so long as such landscaping does not form a perimeter boarder of the Lot. In addition, 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.

9. SIGNS. Except for signs installed by the Grantor which identify the Subdivision, no sign of any kind shall be displayed to the public view on any residential

Lot except for temporary signs of not more than five (5) square feet advertising the property for sale.

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 two (2) dogs and/or cats 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 Lot owner or resident. Pet kennels or dog runs are permitted so long as they are properly screened from the view of other Lot owners and/or public roads that serve the Subdivision. Lot owners are responsible for daily pick-up of all animal waste and feces from Lots and all other areas of the Subdivision that may have been occupied by their animals.

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 Lot or roadway of the Subdivision. Vehicles that are not in running condition or are in a state of disrepair shall not be parked on a Lot or on the road in front of a residence or on the front driveway or anywhere within the Subdivision more than seventy-two (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 Lot owners and away from the roadway side of any residence.

12. FENCING. No fencing may be installed or allowed in, on or around the front portion of any Lot (that portion of the Lot adjacent to the front door of the residential structure). All other fencing must be approved by the Committee upon application for approval submitted by the Lot owner in the manner set forth in Paragraph 3 above.

13. CITY WATER AND SEWER SYSTEM. All Lots shall be serviced by City of Cheyenne sewer and water services. No septic systems or wells are permitted on any Lot in the Subdivision.

14. OWNERS' ASSOCIATION. The ownership of any Lot subject to this Declaration shall impose and confer upon all such Owners the obligations and benefits of membership in the Gateway Village West Owner's Association, a Wyoming non-profit corporation (herein "Association").

The Association shall, without limitation, enforce this Declaration; appoint members to the Committee; promote the common interests of its members; and maintain the common areas, detention areas and drainage easements within the Subdivision (herein collectively "Maintenance Areas"), including, without limitation, grass mowing, watering, weed control, landscaping, trash removal and general aesthetic maintenance; appoint members to the Committee; assess its members for the costs of management of

the Association including, without limitation, the costs of maintenance and improvement of the Detention Areas; provide an organizational entity for other activities of the Lot owners and promote the common interests of its members. The administration of the Association shall be in accordance with the provisions of this document, the Articles of Incorporation and with the Bylaws of the Association. The assessments to be imposed upon Lot owners shall be determined by the Association, but shall not exceed an individual Lot owner's proportionate share of the operational expenses of the Association including, without limitation, the costs of maintenance of the Detention Areas.

The Association shall assume all responsibilities and obligations of maintenance and improvement of the Maintenance Areas, as set forth herein, and pay for the costs thereof, including water bills, and pay for the costs thereof, pay all annual fees of a nonprofit corporation to the Wyoming Secretary of State, file tax returns, and assess Lot owners equally for all such costs and enforce this Declaration.

15. MAINTENANCE AREAS. As indicated on the plat of the Subdivision, the Maintenance Areas within the Subdivision, as described in ¶14, *supra*, have been dedicated as detention facilities for purposes of water detention appurtenant to the Subdivision and/or have been designated as common areas. The responsibility for routine and general aesthetic maintenance of the Maintenance Areas, to include grass mowing, watering, weed control, landscaping, trash removal, is vested in the Association, as defined herein.

The Maintenance Areas shall be maintained by the Association pursuant to this Declaration. All Lot owners are required to be members of such Association and all Lot are encumbered by this Declaration. The Association shall assess all Lots equally for the costs of maintenance and improvement of the Detention Areas and shall have the power to impose and enforce liens against Lots for unpaid assessments, as provided in ¶16, below.

The initial monthly assessment to be imposed upon Lot owners for maintenance and improvements of the Maintenance Areas shall not exceed Fifty Dollars (\$50.00) per month per Lot, such assessment to commence on the 1st day of the first month following conveyance of such Lot by the Grantor herein to a Lot owner. The Association may resolve to assess each Lot for Special Assessments to pay for any emergency repairs, extraordinary costs and/or any major improvements to the Detention Areas. The obligation to pay regular and special assessments runs with the Lot and binds all future owners of each Lot regardless of when such owner acquired such Lot. **ANY DELINQUENT BALANCE DUE SHALL SURVIVE THE CONVEYANCE OR FORECLOSURE OF THE LOT AND SHALL BECOME AN ENFORCIBLE OBLIGATION OF THE PERSON(S) TAKING TITLE TO SUCH LOT.**

Determination of the amount of annual assessments shall be made on at least an annual basis at a regular meeting of the Association. Grantor shall pay all assessments for each Lot held by it from and after the date of recording of this Declaration.



In the event that any Lot owner shall fail to make his, her or its annual or special assessment assessed by the Association, said assessment may be collectable in an action brought before a court of competent jurisdiction and any judgment awarded in any such action shall become a lien upon the subject Lot. In any such action brought by the Association to collect unpaid assessments, the Association shall be entitled to recover all costs incurred by it in such collection action including, without limitation, reasonable attorney's fees and costs.

The Association shall have no obligation, responsibility and/or duty to police, enforce, control or take any other action pertaining to and/or concerning the use of the Maintenance Areas nor shall the Association have any obligation to control or restrict such use. The Association shall only be required to maintain and improve the Maintenance Areas in a reasonable manner as provided for herein.

16. ENFORCEMENT. This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the Committee or any owner of any Lot 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 and/or 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. The Grantor is in no way responsible for enforcement of the restrictions in this Declaration and the Committee is immune from any liability and has no mandatory duty to enforce this Declaration.

17. ASSOCIATION IMMUNITY. The Association and its Directors acting within the scope of their authority shall not be liable to any Tract owner, their invitees, heirs or assigns, or persons using the Maintenance Areas, for any claims, charges or damages incurred, regardless of nature, extent, amount or severity, by reason of mistake in judgment, negligence or nonfeasance, or for any act or omission whatsoever arising out of or in any way related to any of the provisions set forth in this Declaration, or in the discharge, performance and/or failure to perform, any of the obligations of the Association set forth herein, including, but not limited to, the maintenance to and improvement the Detention Areas.

18. 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 this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by at least seventy-five percent (75%) of the then-owners of the Lots agreeing to amend this

Declaration in whole or in part and recorded upon the deed records of the Clerk of Laramie County, Wyoming.

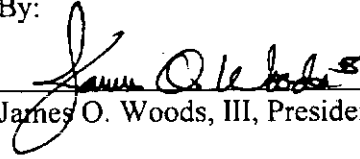
19. SEVERABILITY. Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED this 29th day of March, 2006.

HEARTLAND HOME BUILDERS, INC.,

Grantor,

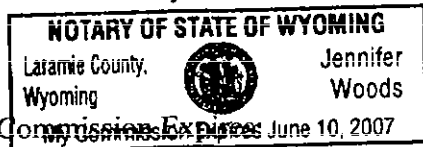
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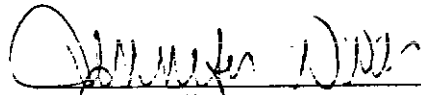

James O. Woods, III, President

STATE OF WYOMING)
)
COUNTY OF LARAMIE) ss.

The foregoing Declaration was acknowledged before me by James O. Woods, III, known to me to be the President of Heartland Home Builders, Inc., who swore that he was executing this document with the authority and for the benefit of the Board of Directors of Heartland Home Builders, Inc. this 29th day of March, 2006.

Witness my hand and official seal.




Notary Public

03/29/07

RECORDED 4/03/2006 AT 4:14 PM REC# 443544 BK# 1940 PG# 1245
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 8 OF 8