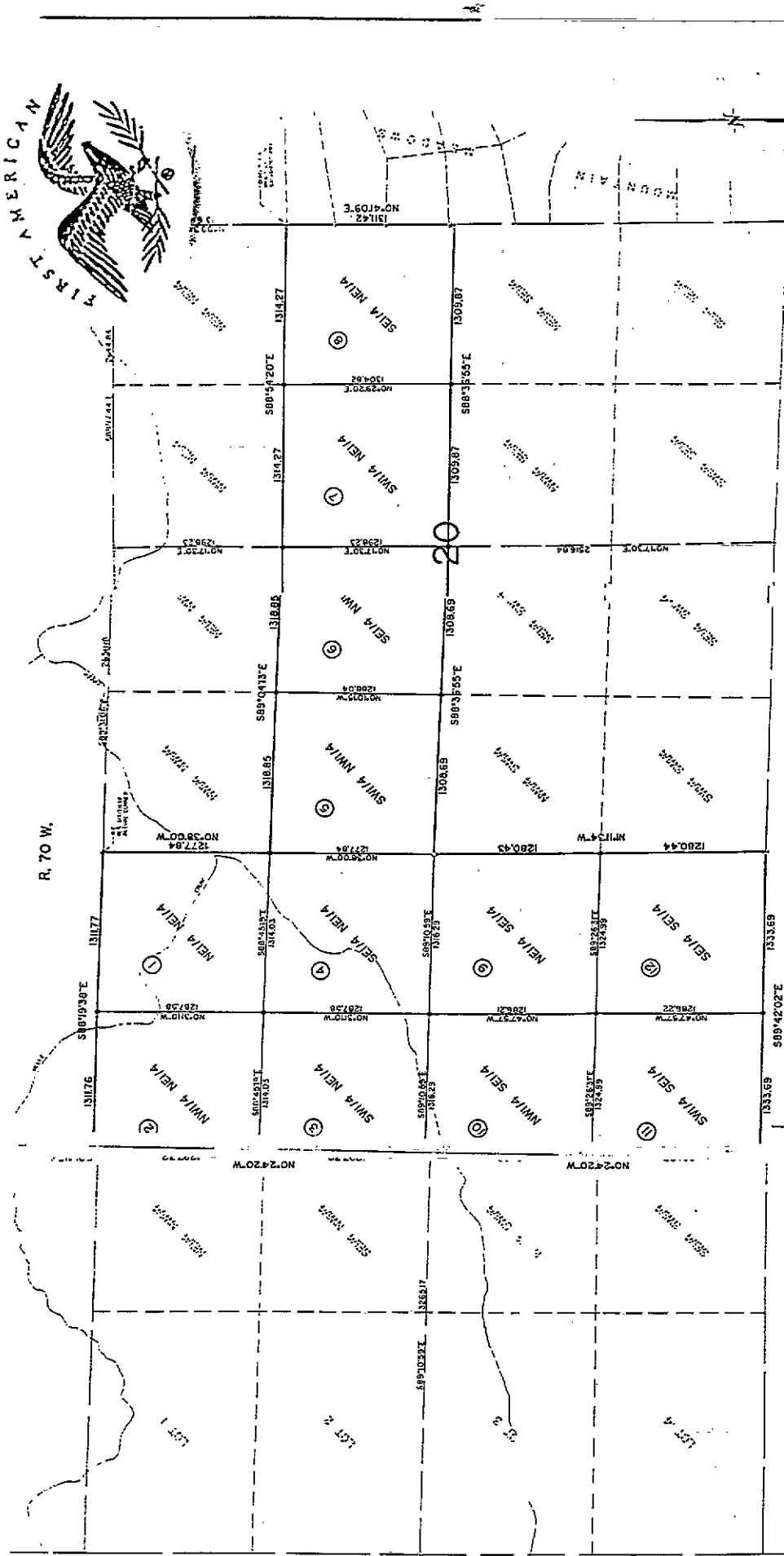




First American Title™

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**PLAT OF SUBDIVISION**

**GRANITE POINT**

A SUBDIVISION OF THE EAST HALF OF SECTION 19 AND THE SOUTH HALF OF THE NORTH HALF OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 40 WEST OF THE 6TH P.M., LARAMIE COUNTY, WYOMING

PREPARED MAY 1937

**LEGEND**

- 1. Road Section Government Land Office Plat Co
- 2. All rights reserved to the State of Wyoming
- 3. All rights reserved to the State of Wyoming
- 4. All rights reserved to the State of Wyoming
- 5. All rights reserved to the State of Wyoming
- 6. All rights reserved to the State of Wyoming

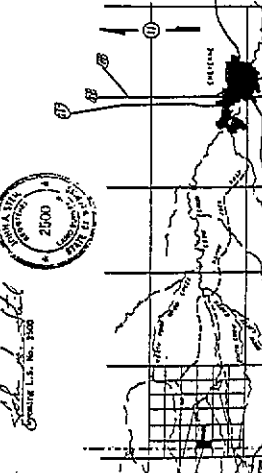
**CERTIFICATE OF WARRANTY**

I, John A. Hill, Registered Land Surveyor in the State of Wyoming, do hereby certify that the above described land is the same as shown on the plat of subdivision of the East and South halves of Sections 19 and 20, Township 14 North, Range 40 West of the 6th P.M., Laramie County, Wyoming, heretofore filed for record in the office of the County Clerk of Laramie County, Wyoming, and that the same is the same as shown on the plat of subdivision of the East and South halves of Sections 19 and 20, Township 14 North, Range 40 West of the 6th P.M., Laramie County, Wyoming, heretofore filed for record in the office of the County Clerk of Laramie County, Wyoming.

John A. Hill  
Registered Land Surveyor

**NOTES**

1. All rights reserved to the State of Wyoming
2. All rights reserved to the State of Wyoming
3. All rights reserved to the State of Wyoming
4. All rights reserved to the State of Wyoming
5. All rights reserved to the State of Wyoming
6. All rights reserved to the State of Wyoming



**STATE OF WYOMING**

**COUNTY OF LARAMIE**

The foregoing instrument was acknowledged before me this 23rd day of May, 1937, by William J. Evans and Edward F. Barry, Jr., by their attorneys, Elizabeth M. E. Evans and Edward F. Barry, Jr., respectively.

Elizabeth M. E. Evans  
Edward F. Barry, Jr.

Notary Public in and for the State of Wyoming

**RECEIVED**

PLAT OF SUBDIVISION

GRANITE POINT

LARAMIE COUNTY, WYOMING

MAY 23 1937

County Clerk

**PLAT OF SUBDIVISION**

**GRANITE POINT**

A SUBDIVISION OF THE EAST HALF OF SECTION 19 AND THE SOUTH HALF OF THE NORTH HALF OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 40 WEST OF THE 6TH P.M., LARAMIE COUNTY, WYOMING

PREPARED MAY 1937

028953

STATE OF WYOMING )  
                          ) SS  
COUNTY OF LARAMIE)

APR 4 1933



DECLARATION OF PROTECTIVE COVENANTS  
FOR  
GRANITE POINT

KNOW ALL MEN BY THESE PRESENTS:

I. Preamble and General Provisions.

A. That the undersigned, being owners of all of the property described as:

The E 1/2 of Section 19 and the S 1/2 of the N 1/2 of Section 20, Township 14 North, Range 70 West of the 6th P.M., Laramie County, Wyoming,

do hereby make this declaration of protective covenants applicable to all of said described property. For the purposes of these covenants the described property shall be referred to as "Granite Point."

B. The restrictions and covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning property in Granite Point or claiming under them for a period of 20 years from the recording date of these restrictions and covenants, after which time said restrictions and covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the property has been recorded agreeing to amend said covenants in whole or in part.

C. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages.

D. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

II. Architectural Control Committee.

A. Membership. The Architectural Control Committee,

30

sometimes herein referred to as the Committee, shall be initially composed of:



Edward F. Murray Jr.  
Edward F. Murray III  
William J. Edwards

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any members of the Committee, the remaining members shall have full authority to act and to name 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. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee, and to reduce or restore to it any of its powers or duties.

B. Procedures. 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 thirty 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.

C. Approval of Plans and Improvements. For the purpose of further insuring the development of the lands in Granite Point as an area of high standards, the Committee reserves the power to control the buildings, structures, fences and other improvements placed thereon, as well as to make such exceptions to these Restrictions and Protective Covenants as it shall deem necessary and proper.

III. Home Owners Association.

Grantees hereby agree to unite with other Grantees to create the Granite Point Home Owners Association having rules, regulations and restrictions for the governing, maintaining and improving of all access tracts, recreational tracts, and



residential tracts. In the event any Grantee refuses or fails to comply with said rules, regulations and restrictions, said Grantee may be assessed a fine, the amount of which shall be established by the association members and said fine, once assessed, shall be a continuing lien on that tract owned by the Grantee assessed, until sum has been paid in full, together with such interest and costs of collection as may be charged by the association. Should a majority of the Grantees at any time find the duties and objectives of said Home Owners Association to be best served by a trustee, said majority of Grantees shall have the option of setting up a funded community trust to accomplish said duties and objectives using a bank or other fiduciary as trustee to serve for the benefit of all owners and occupants.

#### IV. Restrictions and Protective Covenants.

A. Land Use. No activity of an illegal or nuisance nature shall be permitted upon these premises at any time. Mobile homes, basement dwellings or any temporary living quarters are prohibited except during construction of the dwelling as approved in advance by the Committee. They shall have inside sanitary facilities in accordance with the prescribed State and County Health agencies, but in no case will be permitted to remain or be used on said property for a period of time longer than eighteen months. Modular homes or mobile homes shall be permitted only upon prior written approval of the Committee and in accordance with all standards contained herein. Unlicensed automobiles, trucks, abandoned machinery and building materials will not be permitted to be stored on the premises at any time unless such items are placed totally out of view in a structure of a type and design as previously approved by the Committee. The ecological and aesthetic integrity of all property herein described will be given primary consideration with regard to development, recreational usage, storage of equipment of all types, grazing, fencing and sanitation. An easement, forty feet in width, shall be maintained on all sides of each lot for the purpose of general access, private access, utility access, hiking trails, bridle



paths, recreational uses, etc. Peripheral fencing, if desired and approved by the Committee, shall be located in accordance herewith. No structure or other material shall be placed or permitted to remain in any easement or area which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of natural drainage in the easements or area or which may obstruct or retard the flow of water through natural drainage channels in the easements or area. The easement area of each lot and all improvements therein shall be maintained by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

B. Permitted Uses. No tract of land shall be used for any purpose other than single-family dwellings. No buildings other than a single-family dwelling with a private attached or unattached garage (if desired) or unattached pump house (if desired), non-residential out buildings and structures such as a barn, stable or corral for use in connection with the care of livestock, the maintenance of equipment, and a guest house, shall be erected, placed or permitted to remain on any parcel.

C. Structural Standards. All structures shall be constructed of sound materials in a workmanlike manner. No structure of any kind that has been used in another location shall be moved onto any lot without the approval of the Committee. All structures erected in accordance with this requirement shall be rustic and/or blend harmoniously with the area and other developments within the development and shall be approved by the Committee prior to any construction.

D. Lot Size. No further development of any of the lots herein described will be permitted without prior written consent by the Committee and in no case will any lot or portion thereof be permitted in a size less than twenty acres. No structure will be permitted within 50 feet of any easement and/or property line.

E. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five



square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction. All signs erected in accordance with this requirement shall be rustic in appearance and/or blend harmoniously with the area and with other developments within the development.

F. Livestock, Poultry and Pets. All livestock, poultry and pets shall be maintained on the premises in a sanitary and well cared for condition; and will not be permitted to run at large, to be bred, or kept for commercial purposes. Grazing will not be permitted to such an extent as to jeopardize the natural vegetation; consequently, livestock must primarily be dry lot fed. Livestock, poultry and pets will not be permitted to constitute a nuisance and in the event, in the opinion of the Home Owners Association, trustee or the Committee, such a situation develops, they will be disposed of immediately to the level and satisfaction of the said governing group.

G. Garbage and Refuse Disposal. Trash, garbage and/or other waste shall not be kept except in concealed sanitary containers, prior to removal to a properly designated area for the disposal thereof. In the event that any owner of any lot described herein shall fail or refuse to keep such premises free of trash, refuse, garbage or other nuisance materials, then, the Home Owners Association, trustee or the Committee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and, in the event of such a removal, a lien shall arise and be created in favor of the governing group and against such lot and in the full amount chargeable to such lot and such amount shall be due and payable within thirty days after the owner is billed therefor.

H. Water Supply and Sewerage. Individual or group water supplies and sewerage treatment facilities shall be constructed and equipped in accordance with Laramie County Health Unit and the Wyoming Department of Health standards and requirements. No individual water supply shall be registered with the State

*[Handwritten mark]*

Engineer's Office in excess of five gallons per minute flow. All sewerage treatment facilities shall be of the evapo-transpiration or closed vault type as approved by the proper health authorities. Neither the Granite Point Home Owners Association, the Architectural Control Committee, nor any governmental entity shall provide, maintain or repair a water system or sewage disposal system on or serving a parcel or parcels of land in Granite Point. The provision, maintenance and repair of such systems are the sole responsibility of each owner.

V. Roads. There shall be no public maintenance of roads in Granite Point.

DATED this 20 day of May, 1987.



*[Signature]*  
Edward F. Murray, Jr.  
*[Signature]*  
William J. Edwards

The foregoing instrument was acknowledged before me by Edward F. Murray, Jr. this 20 day of May, 1987.

Witness my hand and official seal.

*[Signature]*  
Notary Public  
Edward F. Murray, Jr.  
COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_  
LA SALLE WISCONSIN  
My Commission Expires \_\_\_\_\_

My Commission Expires:  
4/30/89

The foregoing instrument was acknowledged before me by William J. Edwards this 20 day of May, 1987.

Witness my hand and official seal.

*[Signature]*  
Notary Public  
Edward F. Murray, Jr.  
COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_  
LA SALLE WISCONSIN  
My Commission Expires \_\_\_\_\_

My Commission Expires:  
4/30/89



STATE OF WYOMING )  
 ) SS  
COUNTY OF LARAMIE )

This instrument filed for record by First American Title as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

**CANCELLATION OF PROTECTIVE COVENANTS  
FOR  
GRANITE POINTE**

**KNOW ALL MEN BY THESE PRESENTS:**

Granite Pointe Limited Liability Company and the Ned Murray Co., a Wyoming General Partnership, being the sole owners of property described as:

The East 1/2 of Section 19 and the South 1/2 of the North 1/2 of Section 20,  
Township 14 North, Range 70 West of the 6<sup>th</sup> P.M., Laramie County,  
Wyoming

and being the successors in interest to the original declarants of certain Protective Covenants filed with the Laramie County Clerk and Recorder of Deeds on May 21, 1987 at Book 1246, Page 1204, do hereby cancel and delete said Protective Covenants in their entirety.

Nothing herein contained shall preclude the owners of said property or subsequent owners from recording a new Declaration of Protective Covenants for all or a portion of said property. However, pending such recording, the property described shall not be governed by protective covenants of any type.

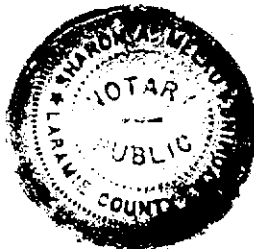
DATED this 28<sup>th</sup> day of July, 2003.

Granite Pointe Limited Liability Company,  
A Wyoming L.L.C.

By: [Signature]  
William J. Edwards, Member

Ned Murray Co., a Wyoming General Partnership

By: [Signature]  
Barbara A. Murray, Partner



STATE OF WYOMING )  
 ) SS  
COUNTY OF LARAMIE )

RECORDED 8/20/2003 AT 3:52 PM REC# 352557 K# 1754 PG# 1872  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 2

The foregoing instrument was acknowledged before me by William J. Edwards as the Member of Granite Pointe Limited Liability Company, a Wyoming L.L.C. this 28<sup>th</sup> day of July, 2003.

Witness my hand and official seal.

[Signature]  
NOTARY PUBLIC

My Commission Expires: July 14, 2006

STATE OF WYOMING )  
 ) SS  
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me by Barbara A. Murray as a Partner in Ned Murray Co. this 15<sup>th</sup> day of ~~July, 2003~~ August, 2003

Witness my hand and official seal.

*Debbie E. Oliez*  
NOTARY PUBLIC

My Commission Expires:

