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BTTW, LLC
To
The Public

Declaration of Protective Covenants
Of
Harmony Hills Subdivision

KNOW ALL MEN BUY THESE PRESENTS, that BTTW, LLC, a Wyoming Limited Liability Company, Grantor, the owner of all lands in Harmony Hills Subdivision, a subdivision of approximately eighteen (18) acres developed by the undersigned and located in Laramie County, Wyoming, as the same is more particularly described to wit:

Lots 1-40 Block 1, Lots 1-8 Block 2, Lots 1-15 Block 3, Lots 1-6 Block 4,
Harmony Hills Development, City of Cheyenne, Laramie County, Wyoming.

Does hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of use to which the Lots within Harmony Hills ("the subdivision") may be put:

INTENT. It is the intent of these covenants to protect and enhance the value, desirability and attraction of the HARMONY HILLS 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 of construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the homes and improvements constructed on Lots 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 insure 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 further intended to provide, by these covenants that disturbance of the natural environment be kept to a minimum.

DEFINITIONS. "Committee" shall mean and refer to the Architectural Control Committee as established pursuant to section 4 of this Declaration.

"Grantor" shall mean and refer to BTTW, LLC, Wyoming Limited Liability Company.

"Improvements" shall mean and include, but not be limited to, roads of private drives, workshops, buildings, fencing, landscaping projects necessitating a change in the contour of the topography, and other improvements installed or located on or within the Subdivision.

"Lot" shall mean and refer to any Lot as shown on the Plat of Harmony Hills Subdivision and all amendments thereto and supplements thereof as recorded in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming.

"Owner" shall mean and refer to the record owner, whether one (1) or more persons, of fee simple title to any Lot (or in the event of a contract for deed transaction involving any Lot, the Purchaser there under), but excluding those having such interest solely as security for the performance of any obligation, in which event the equitable owner of such free simple title shall be deemed to be the Owner thereof.

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 residential homes sites only. The Owners of Lots within the Subdivision shall have full enjoyment of the Lots, subject, however, to the covenants contained in this Declaration.

ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee for the Subdivision is constituted. This Committee is composed of Daniel L. Edeen and Steve M. Borin, or their successors as provided for herein. All notices to the Committee required herein shall be sent to 7000 Yellowtail Road Ste. 110, Cheyenne, Wyoming 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.

PRIOR COMMITTEE APPROVAL REQUIRED. No improvements shall be constructed or erected upon any Lot within the Subdivision until the Architectural Control Committee has approved the construction plans and specifications submitted to it by the Lot 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 Lot, the location and size of all roads, paths, driveways and sidewalks, the drainage across such Lot and any other 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 indicated;
- 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 the specific basis for disapproval and the manner in which the applicant may amend such plan to secure approval. The plans, specifications and any other documents and materials submitted for approval shall remain in the possession of the Committee.

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 Lot 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 Lot within the Subdivision without having first secured Committee approval, the Committee and/or any Owner of a Lot 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 Grantees thereof to all subsequent Grantees shall set forth on the face of each such document, that said Lot or Lots being conveyed are subject to the terms and conditions of this Declaration, with specific reference to the Book and page numbers as recorded with the Laramie County Clerk of Deeds.

The Committee may grant variances from the requirements of these Protective Covenants due to extraordinary or exceptional situations or conditions, provided that such relief does not impair the intent or purpose of these Covenants, and the Committee may waive any provision of these Covenants if necessary to effectuate the objectives of these Covenants, which waiver shall extend to all Lots within the Subdivision.

USE OF LOTS. No structure other than on (1) private single family dwelling, together with a private attached garage for no more than three (3) 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 Lots 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 Subdivision.

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

1. The maximum size of any detached outbuilding shall be 600 sq. ft.;
2. Construction shall meet the same standards applicable to the primary residence set forth herein;
3. The construction materials of such garage or outbuilding shall be the same quality, color and style as the primary residence in view.
4. 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 Lot shall appear to constitute and integrated unit; and
5. 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 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. Specially 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 screening design must take into account adjacent Lot Owner's 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 Lot 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 cleaned and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises.

During construction, it shall be the Lot 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 Lot 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 of the Lot to other Lots, the Subdivision's public road right-of-ways or onto other properties.

No commercial business activity or uses shall be permitted upon any Lot in the Subdivision except for home based businesses otherwise allowed pursuant to the Cheyenne City Code.

FURTHER SUBDIVISION RESTRICTION. No Lot may be further divided into smaller lots.

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 Lot as a family dwelling, either temporarily or permanently. This 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 for 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.

MINIMUM SIZE. All single story floor plans for the principal dwelling constructed upon any of the Lots of the Subdivision 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 one thousand square feet (1,000). Lots 16-40 Block 1 must have a ground floor area of no less than 1,400 sq. ft. All multi story floor plans for the principal dwelling constructed upon any of the Lots of the Subdivision shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, basements, walkout basements or attached garages of no less than 670 sq. ft.

CONSTRUCTION REQUIREMENTS. It is the intent of this Declaration that all dwellings within Harmony Hills Subdivision be custom built. 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 ten percent (10%) to twenty percent (20%) of the front exterior surface covered with appropriate masonry, exclusive of fireplaces, depending on the Lot number. The masonry must be earth tones unless approved, in writing, by the Architectural Control Committee.

Roofing material must be laminated shingles, or equivalent or greater weight and grade product shingles 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 this Declaration and each of the following codes and regulations in effect at the time of such construction:

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

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.

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

Each Lot owner shall plant and maintain no less than two (2) three foot (3') or bigger trees of any variety. These trees need to be planted within six (6) months of closing date. 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 two (2) trees which meet these minimum height requirements. No unsightly shelter or wind protection for trees, such as used tires, shall be permitted. Any trees which die shall be replaced with tree(s) of a height at least equal to the size of that required when originally planted.

No trees and or shrubs shall be planted in such a manner as to create a hedge which 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 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 Lot owner's application for approval of construction and must include a complete written definition of all proposed drainage changes.

SET-BACKS. No building shall be located on any Lot nearer than five (5) feet from any Lot line or road right-of-way and twenty-five feet (25') from the front of the Lot. A variance may be granted for less than seven point five feet (7.5') at the direction of the Architectural Control Committee.

SEWAGE. Each Lot shall be connected to the public sewer system. No sewage, waste, waste water, trash, garbage or debris shall be emptied or discharged in any drainage way adjacent to the property. 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 sewer system, except for temporary, self-contained toilet facilities utilized during construction.

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 Lot except one sign of not more than five (5) square feet advertising the property for sale or rent, 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.

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. Operation of commercial riding stables and/or commercial boarding stables for horses or other livestock shall not be allowed. A maximum of two (2) domestic pets 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 may be permitted by the Architectural Control Committee through application, but all such structures shall be properly screened from the view of other Lot Owners and/or public roads which serve the Subdivision.

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. No parking shall be permitted on any designated bike path of the Subdivision. Vehicles which 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 with 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.

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

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 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.

CITY WATER SYSTEM. All lots shall be served by the water system of the City of Cheyenne. No water wells of any sort shall be permitted so long as water service is being furnished by the City of Cheyenne Board of Public Utilities or its successor.

FENCING All fencing shall require and be subject to approval of the Committee.

BINDING EFFECT: EXTENSION: AMENDMENT. This Declaration and all restrictions set forth 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, at any time, by an instrument signed by at least two-thirds (2/3) or more 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. An Owner shall be entitled to one (1) vote for each Lot owned.

ENFORCEMENT. This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the Owner of any Lot subject to this Declaration or the Committee, 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 from 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 Owner in such proceedings. The failure to enforce or cause the abatement of any violation of this Declaration and the 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 Architectural Control Committee is in no way responsible for enforcement of the restrictions in this Declaration.

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.

BTTW, LLC
To
The Public

Amendment to the Declaration of Protective Covenants
Of
Harmony Hills Subdivision

BTTW, LLC, a Wyoming Limited Liability Company, Grantor, herein makes, declares, and publishes the Amendment of Protective Covenants of real estate, platted and recorded as Harmony Hills Subdivision of Book 1727, Pages 569-577.

The Protective Covenants of Harmony Hills Subdivision are hereby amended as follows:

PETS AND ANIMALS. A maximum of three (3) domestic pets will be allowed to reside at each lot instead of the maximum of two (2) domestic pets.

DATED this 24th day of June, 2003.

IN WITNESS WHEREOF, the Grantor, BTTW, LLC has signed and executed this Amendment to the Declaration of Protective Covenants for HARMONY HILLS SUBDIVISION this 24th day of June, 2003.

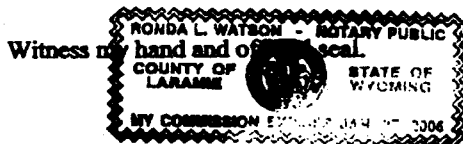
BTTW, LLC




Daniel L. Edeen, Member

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

On this 24th day of June, 2003, before me personally appeared Daniel L. Edeen, to me personally known, who, being by me duly sworn, did say that he is a member of BTTW, LLC and that said instrument was signed on behalf of said LLC by authority of its Members and Daniel L. Edeen, Member, acknowledged said instrument to be the free act and deed of said LLC.



My Commission Expires: 1-27-2006



Notary Public