



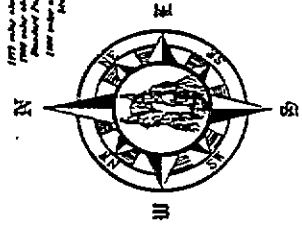
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Part of Boundary -
1788 map, submitted on Map No. 100
of the Survey of the
"Boundary Purchase"
from major subdivisions of the
from the date of the 11th Dec. 17



Scale -
1" = 100 feet
1" = 100 feet
1" = 100 feet

Surveyors
From International Section of the 10th 10th to section boundary
New York - 8,500,000 Acres
New York - 8,500,000 Acres

File: For the approval of Public Law 91-188
as amended Public Law 97-17, the BLM
Executive Order for the 10th - 11th/10th/10th

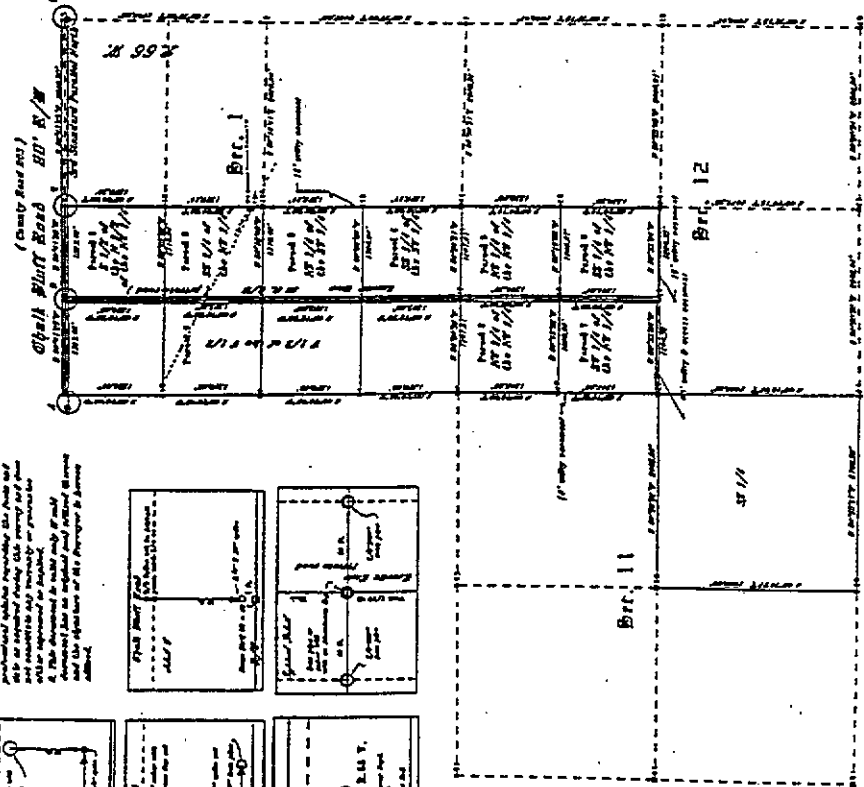
of
Dept. of Survey
Boundary Survey & Section
Breakdown of

the West 1/2 of Section 1
the NW 1/4 of Section 12
the SE 1/4 of Section 11 of
T.12 N. of R.66 E. of Mt. DIA P.M.

Thomas Murphy, Surveyor
S.A.
of Boundary Survey & Section Co.
100 West 10th Street, New York, N.Y.
Phone 100-1000

March 1, 1971

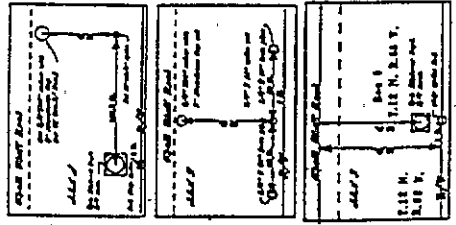
S. 12 N.
S. 12 N.
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S. 12 N.



FILED
This map is filed for record in the office of the County Clerk of the County of ... State of ...
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Notes -
1. The boundary is shown as a solid line.
2. The boundary is shown as a dashed line.
3. The boundary is shown as a dotted line.
4. The boundary is shown as a dash-dot line.
5. The boundary is shown as a long-dash line.
6. The boundary is shown as a short-dash line.
7. The boundary is shown as a wavy line.
8. The boundary is shown as a zigzag line.
9. The boundary is shown as a scalloped line.
10. The boundary is shown as a line with a specific symbol.



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COPY TO ASSESSOR

LARAMIE COUNTY CLERK
CHEYENNE, WY.

'96 SEP 18 AM 10 44

DECLARATION OF PROTECTIVE COVENANTS

HETTICH ENTERPRISES, INC.
A WYOMING CORPORATION

TO

THE PUBLIC

KNOW ALL MEN BY THESE PRESENTS: THAT HETTICH ENTERPRISES, INC., A WYOMING CORPORATION, THE PRESENT OWNER OF E 1/2 OF W 1/2 SEC 1, AND NW 1/4 OF SECTION 12, TOWNSHIP 12 NORTH, RANGE 66 WEST, OF THE 6TH. P.M., LARAMIE COUNTY, WYOMING, SHALL BE SUBJECT TO PROTECTIVE COVENANTS HEREINAFTER SET FORTH AND SAID CORPORATION DOES FURTHER COVENANT AND AGREE THAT ANY SUBSEQUENT GRANTS OF ANY LOT, TRACT OR PARCEL OF SAID REAL PROPERTY SHALL BE SUBJECT TO THE FOLLOWING COVENANTS AND RESTRICTIONS.

1. PARCELS SHALL CONSIST OF FORTY ACRES MORE OR LESS AND NOT MORE THAN ONE SINGLE FAMILY RESIDENCE SHALL BE CONSTRUCTED ON EACH PARCEL.

2. NO RESIDENCE SHALL BE PLACED ON A PARCEL IN FOUR H RANCHES WHICH IS A BASEMENT HOUSE AND NO BASEMENT SHALL BE CONSTRUCTED AND THEN COVERED AND USED AS A RESIDENCE; ANY AND ALL BUILDINGS CONSTRUCTED ON ANY PARCEL SHALL BE CONSTRUCTED IN A GOOD AND WORKMANLIKE MANNER.

3. NO BUILDING SHALL BE ERECTED NEARER THAN FIFTY (50') FEET TO ANY BOUNDARY ALONG A STREET, OR SO THAT ANY PART OF SAID BUILDING IS CLOSER THAN FIFTY (50') FEET TO ANY OTHER BOUNDARY LINES OF EACH PARCEL.

4. FOR THE PURPOSE OF THIS COVENANTS EAVES, STEPS AND OPEN PORCHES SHALL BE CONSIDERED AS PART OF THE BUILDING.

5. ANY ANIMAL SHELTER OR PEN SHALL BE AT LEAST ONE HUNDRED (100') FROM ANY NEIGHBORING DWELLING.

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6. NO CONSTRUCTION OF TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, OR ACCESSORY BUILDING SHALL BE USED ON ANY PARCEL FOR A RESIDENCE TEMPORARILY OR PERMANENTLY, EXCEPT FOR SUCH USE AND DURING THE CONSTRUCTION PHASE OF THE PERMANENT DWELLING, NOT TO EXCEED ONE (1) YEAR IN ANY EVENT, AND THEN ONLY FOR A ONE (1) YEAR PERIOD. A PERMIT FOR THE ABOVE MUST BE SECURED FROM THE ARCHITECTURAL CONTROL COMMITTEE.

7. NO PARCEL SHALL BE DIVIDED, SUBDIVIDED, SPLIT OR SOLD IN ANY MANNER WHATSOEVER.

8. NO BUILDING SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS AND A PLAN SHOWING THE LOCATION OF THE STRUCTURE HAS BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO QUALITY OF WORKMANSHIP AND MATERIALS, HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES, AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH GRADE ELEVATION. NO FENCE OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT NEARER TO ANY STREET THAN MINIMUM BUILDING SETBACK LINE UNLESS SIMILARLY APPROVED. PRINCIPAL DWELLING WILL BE SET ON FOUNDATION. ANY STRUCTURE MUST BE CLOSED IN AND EXTERIOR FINISHED WITHIN ONE (1) YEAR FROM DATE OF START OF CONSTRUCTION.

9. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE COMPOSED OF TWO OFFICERS OF HETTICH ENTERPRISES, INC. AND ONE OWNER OF RECORD OF A PARCEL IN FOUR "H" RANCHES. A REPRESENTATIVE OWNER SHALL BE SELECTED BY THE MANAGEMENT OF HETTICH ENTERPRISES, INC. AT SUCH TIME AS OWNERS OF RECORD EXIST. A MAJORITY OF THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR IT. IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF THE COMMITTEE, THE REMAINING MEMBERS SHALL HAVE FULL AUTHORITY TO DESIGNATE A SUCCESSOR. WHEN ALL PARCELS ARE SOLD TWO MEMBERS WILL BE SELECTED BY OWNERS OF RECORD AND ONE WILL BE A REPRESENTATIVE OF HETTICH ENTERPRISES, INC. WHO SHALL THEREAFTER SERVE AS THE MEMBERS OF THE COMMITTEE. A MEMBER MAY BE REPLACED BY A VOTE OF A MAJORITY OF PARCEL OWNERS AT ANY TIME.

10. 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 (30) 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.



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11. THE PRINCIPAL DWELLING SHALL HAVE A MINIMUM FULLY ENCLOSED GROUND FLOOR AREA DEVOTED TO LIVING PURPOSES, EXCLUSIVE OF PORCHES, TERRACES AND GARAGE OF ONE THOUSAND (1000) SQUARE FEET, EXCEPT THAT WHERE THE SAID PRINCIPAL DWELLING IS A ONE AND ONE-HALF (1 1/2) OR TWO (2) STORY DWELLING THE MINIMUM MAY BE REDUCED TO SIX HUNDRED FIFTY (650) SQUARE FEET OF GROUND FLOOR AREA, PROVIDING THAT THE TOTAL LIVING AREA OF THE ONE AND ONE-HALF (1 1/2) OR TWO (2) FLOORS IS NOT LESS THAN TWELVE HUNDRED (1200) SQUARE FEET.
12. SEWAGE SHALL BE DISPOSED OF ONLY BY AND THROUGH A SEPTIC SYSTEM OF ADEQUATE DIMENSIONS AND CAPACITY AND OF A TYPE APPROVED BY THE STATE OF WYOMING DEPARTMENT OF PUBLIC HEALTH. NO SEPTIC TANK OR FIELD SYSTEMS SHALL BE NEARER THAN FIFTY (50) FEET TO ANY BUILDING PLOT LINE EXCEPT WITH THE CONSENT OF THE APPROPRIATE HEALTH OFFICIALS OF THE COUNTY AND STATE, AND NO SEWAGE, WASTE WATER, TRASH, GARBAGE OR DEBRIS SHALL BE EMPTIED, DISCHARGED, OR PERMITTED TO DRAIN INTO ANY BODY OF WATER IN OR ADJACENT TO THE PROPERTY. NO OUTSIDE TOILETS OR PRIVIES SHALL BE PERMITTED UPON PREMISES. ALL TOILET FACILITIES MUST BE A PART OF THE RESIDENCE AND SHALL BE OF A MODERN FLUSH TYPE AND CONNECTED WITH A PROPER SEPTIC TANK SYSTEM.
13. NO PARCEL SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH OR JUNK, SPECIFICALLY JUNKED CARS, UNLICENSED CARS, APPLIANCES, ETC. TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT ONLY IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN CLEAN AND SANITARY CONDITION.
14. NO MORE THAN FOUR (4) HOUSEHOLD PETS MAY BE KEPT ON ANY ONE PARCEL AND NOT MORE THAN TWENTY FIVE (25) POULTRY OR FOWL OF ANY KIND BE KEPT ON ANY ONE PARCEL NO MORE THAN TEN (10) ANIMAL UNITS PER PARCEL, INCLUDING HORSES, CATTLE, SHEEP AND GOATS ETC. SWINE MAY BE KEPT AS 4-H PROJECTS FOR A MAXIMUM OF EIGHT (8) MONTHS PER YEAR. FENCES WILL BE ERECTED TO CONTAIN ALL ANIMALS AND POULTRY WITHIN PROPERTY LINES.
15. NO SIGN OF A COMMERCIAL NATURE SHALL BE DISPLAYED TO THE PUBLIC VIEW, EXCEPT HOWEVER ONE SIGN OF NOT MORE THAN THIRTY-TWO (32) SQUARE FEET MAY BE USED TO ADVERTISE THE PROPERTY FOR SALE, OR RENT, OR TO BE USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.
16. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY PARCEL, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.



17. NO OIL DRILLING, OIL DEVELOPEMENT OPERATIONS, OIL REFINING, QUARRYING OR MINING OPERATION OF ANY KIND WILL BE PERMITTED UPON OR IN ANY PARCEL, NOR SHALL OIL WELLS, TANKS, TUNNELS, MINERAL EXCAVATIONS OR SHAFTS BE PERMITTED UPON OR IN ANY TRACT, OR DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED ON ANY PARCEL.
18. VEHICLE PARKING: VEHICLES NOT IN RUNNING CONDITION SHALL NOT BE PARKED IN FRONT OF A RESIDENCE OR ON A PUBLIC STREET. ALL CAMPERS, TRAILERS, BOATS AND OTHER VEHICLES MUST BE PARKED NO CLOSER THAN THE FRONT LINE OF THE RESIDENCE, EXCEPT PICKUP MOUNTED CAMPERS USED AS A REGULAR MEANS OF TRANSPORTATION.
19. ENFORCEMENT SHALL BE BY PROCEEDING AT LAW OR IN EQUITY, AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT, EITHER TO RESTRAIN VIOLATION OR RECOVER DAMAGES.
20. HOME OWNERS ASSOCIATION: AT SUCH TIME AS SEVENTY-FIVE PERCENT (75%) OF THE TOTAL PARCELS ARE SOLD OR UNDER CONTRACT, A MEETING OF ALL OWNERS SHALL BE CALLED AND AN ASSOCIATION FORMED FROM THAT TIME FORWARD THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF ALL COMMON RECREATIONAL FACILITIES, ENFORCEMENT OF COVENANTS AND SUCH OTHER DUTIES AS NORMALLY ARE IN THE SCOPE OF SUCH ASSOCIATIONS.
21. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
22. THIS DECLARATION OF PROTECTIVE COVENANTS SHALL BE CONSTRUED TO BE PART OF THE CONVEYANCE OF ANY OF THE PREMISES HEREIN DESCRIBED WHICH MAY BE HEREAFTER EXECUTED BY ANY OF THE PARTIES HERETO OR ANY OF THEIR GRANTEEES, HEIRS, EXECUTORS, SUCCESSORS OR ASSIGNS WITHOUT BEING MENTIONED THEREIN.
23. TERM OF COVENANTS: SHALL RUN WITH LAND TWENTY (20) YEARS AND EXTEND AUTOMATICALLY EXCEPT BY WRITTEN AND RECORDED INSTRUMENT SIGNED BY TWO-THIRDS (2/3) OF THE OWNERS THEN OF RECORD, AGREEING TO CHANGE THE COVENANTS IN PART OR WHOLE. A PLAT IS ATTACHED HERETO, MARKED EXHIBIT "A", COVERING THE ABOVE DESCRIBED REAL PROPERTY.



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DATED THIS 17 DAY OF SEPTEMBER, 1996.

HETTICH ENTERPRISES, INC.

BY Rosetta M. Hettich
PRESIDENT

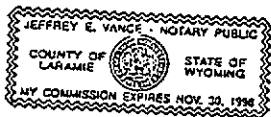
ATTEST

William G. Hettich
SECRETARY

ACKNOWLEDGMENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
17th DAY OF SEPTEMBER, 1996, BY ROSETTA M. HETTICH AND WILLIAM
G. HETTICH.

WITNESS MY HAND AND OFFICIAL SEAL.



Jeffrey E. Vance
NOTARY PUBLIC

MY COMMISSION EXPIRES: *November 30, 1998*

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