THE STATE OF WYOMING
COUNTY OF LARIMIE

RECORDED 1-3-1978 AT 11-53 O'CLOCK A.M.

RECEIVED NO.
JANET C. WHITEHEAD, Recorder
Wm. Frederick Flick and Robert J. Franklin

TO THE PUBLIC:

SEPTMBEB 15, 1978

DECLARATION OF PtoTECTIVE COVENSANTS
OF HORSEMAN HILLS

The undersigned, being the owners in fee simple of the following
described property situate in Larimer County, Wyoming, do

A Tract of land situated in the North Half of Section 17, Township 15
North, Range 57 West of the Sixty P. M., Larimer County, Wyoming, more
particularly described as follows:

Commencing at the northwest corner of said Section 17;
thence S 00° 08' 15" N along the west line of said Section
17, a distance of 467.16 feet to a point on the south right-
of-way of Fedoros Road also being the line of beginning;
thence N 87° 20' 56" W and along the said south right-of-way
line of Fedoros Road a distance of 4353.92 feet; thence S 00°
20' 56" W a distance of 934.92 feet; thence N 87° 20' 56" W a
distance of 934.92 feet to a point on the west right-of-way
line of County Road 21-147; thence S 00° 20' 56" W and along
the said west right-of-way line of County Road 21-147 which
is also parallel to the East line of said Section 17 a distance
of 1492.91 feet to a point on the East-West centerline of said
Section 17, thence N 89° 52' 12" W and along the said East-
West centerline of Section 17 a distance of 5272.73 feet to
the NW corner of said Section 17; thence N 00° 08' 15" W and
along the said West line of Section 17 a distance of 2170.16
feet to the True Point of Beginning, containing 158.4625
acres more or less.

do hereby make this Declaration of Protective Covenants applicable to all
of the described property.

1. The use of said lands and platted or subdivided portions thereof
shall be restricted to a single one or two family dwelling residential use.
No structure shall exceed two stories in height and a private garage
appurtenant thereto except as is otherwise herein specifically provided
with reference to planned unit development for acres of not less than
10 acres.

2. Architectural Restrictions: Uniform quality of workmanship and
materials, harmony of external design with existing structure, and location
with respect to topography and finish grade elevations shall be afforded.
All construction shall be new and no building or buildings may be removed
from another location to any site within this subdivision. No wall shall
be erected, placed or altered on any lot nearer to any street than the
minimum building set-back line.
3. Dwelling Quality and Size: No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porch and garage shall be less than 850 square feet of 650 square feet in a story and one-half structure with 1000 square feet of finished living area or 650 square feet in a two story structure with 1000 square feet of finished living area and all structures shall be constructed with a continuous brick, masonry, concrete or comparable building material in the foundation.

4. Building Locations:

(A) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines required by Laramie County Zoning regulations or as may be restricted by any recorded plat which may be filed for a portion of the area described in and covered by these declarations. In any event, no building shall be located on any lot nearer than 50 feet to the front lot line or nearer than 25 feet to any side lot line except as otherwise herein provided for a planned unit development. Reverse lots shall afford a 50 foot side yard clearance to the street side.

(B) No building shall be located nearer than 25 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.

(C) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building.

5. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Occupancy conditions may be considered to be a nuisance to adjacent property in the event that activity adversely affects such adjacent owners resulting from activities of burning, noise, vermin, health hazards, pollution, odors, undesirable animals or their maintenance and insect pests developing as a condition because of the nature of maintenance or care of the property.

6. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage and disposal of such material shall be maintained in a clean and sanitary condition. Removal of such refuse from the premises shall be accomplished at intervals of not less than once each month. No individual water supply system or sewage waste disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with requirements, standards and recommendations of the Wyoming State Department of Public Health and Laramie County Zoning requirements.

7. Maintenance of Surface: Earth or gravel shall not be removed from the surface of the premises except for improvement or levelling on the tract involved. Landfill shall be earth only and shall exclude trash, refuse, junk, construction debris or similar materials. Stable conditions of the soil and vegetation shall not be destructively destroyed or disturbed nor shall the surface drainage pattern be changed except in a fully engineered manner which will provide adequate recognition of soil conservation requirements. All damage to soil and vegetation shall be immediately restored to a stable condition.

8. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, except that during the period of construction of a permanent residence on the premises that there may be erection of temporary facilities. Such facilities shall be limited to a single period of six months beginning with the first day of erection, on-site location, or the exterior storage of materials to be utilized for permanent facility construction and ending with final removal and cleanup of all such temporary facilities.
9. Parking of Vehicles: No vehicle, other than a vehicle that is owned by the owner or lessee of the lot and that does not have a current Wyoming vehicle registration, shall be kept or stored on the premises. Vehicles, which are not in running condition or in a state of disrepair, shall not be parked on any street or roadway, or in any parking area or otherwise in front of any residence. Any vehicle which appears to be abandoned shall be deemed to be an offensive activity and a nuisance as provided in Section 5 of these covenants. All other vehicles such as trailers, campers, boats and busses shall not be parked or stored in front of any residence or on any street or roadway for a period in excess of seventy-two (72) hours.

10. Signs: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot, 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 the construction and sales period.

11. Livestock and Poultry: Commercial animal husbandry shall not be practiced in any form. Any domestic animals and household pets owned by occupants or owners of any portions of said lands, shall be kept confined within owned or occupied premises. No more than three dogs or three cats or a total of three of either of such animals shall be kept and maintained as part of any single household within this area. Litters of any of the foregoing animals may be maintained only until the age of three (3) months is reached, at which time disposition must be made of the excess.

No swine shall be permitted hereon, except one pig as a 4H or F.F.A. Project, with such latter right to continue only so long as a general subdivision of the described tract has not been accomplished.

The possession of animals other than small household pets such as cats and dogs shall be restricted to acresages in excess of 10 acres and provided that in such cases of the larger animals, such as cows and horses, that such animals shall be annually restricted to periods of grazing upon the premises of not more than one animal unit year for each lot unless the animal is stalled and fed, and further provided that in no event shall any grazing by any animals be permitted which shall be in violation of prior paragraphs of these declarations regarding maintenance of stable condition of the soil and vegetation and avoidance of the creation of nuisances.

12. No Lot Shall Be Subdivided: Any plans and specifications for buildings to be constructed on any site shall be submitted to an architectural control committee to be composed of Wm. Fredrick Flick, Robert J. Phaneuf, Abe Rosenberg. A majority of the committee may designate a representative to act for it. In the event of death or designation of any member of the committee, the remaining members shall have full authority to designate 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 or to withdraw from the committee or restore to it any of its powers and duties.

13. No mobile home shall be converted to a permanent dwelling on any site without the approval of the architectural control committee.

14. There shall be no hunting or use of firearms on any site on the above described property.
15. **Term:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years, from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. **Enforcement:** In the event that any person shall violate any of these covenants, it shall be lawful for any owner to any lot or lots in the area or adjacent to the area to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and in addition, to recover from the party so violating such protective covenants reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery of the damages.

17. **Solvency:** 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.

Date this ___ day of ___ 1978.

Fredrick Flick and Robert J. Plauncuf

[Signature]

[Signature]

Robert J. Plauncuf
SUBDIVISION SETUP FORM

Subdivision Proper Name  HORSEMAN HILLS 2ND FILING

Received from  JOHN STEIL

Grantor  JOHN H MCCOY, BRIDGEFIELD LLC  Document Date 07/03/2007

Grantee  IN RE HORSEMAN HILLS 02F

Legal Description  REPL TR19-21 HORSEMAN HILLS

SUBDIVISION INFORMATION

Short Alpha Name  HORSEMAN HILLS 02F  Number  3044

Block Name  NONE  Lot Name  TRACT

Replats Previous Platting  Y/N  Defunct Subdivision  Y/N

Covenants Book/Page  COMP  Old Hard Copy Book/Number

ABSTRACTING INFORMATION

For suffix 40-69 (Existing Parcels Affected)

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For suffix 70-99 (New Parcels Created)

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