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**DEDICATION**

NOTICE: ALL PERSONS BY THESE PRESENTS THAT TRAVEL THE HIGHWAY, IN THE COUNTY OF LARAMIE, WYOMING, SHALL BE HELD TO THE STANDARD OF A FIRST CLASS HIGHWAY AS SET FORTH IN SECTION 19, TITLE 14, CHAPTER 1, LARAME COUNTY, WYOMING, CONTAINING 158.78 ACRES MORE OR LESS.

THESE PRESENTS ARE MADE BY THE BOARD OF DIRECTORS OF INDIAN PAINTER BRUSH ESTATES, INC., A CORPORATION OF THE STATE OF WYOMING, BY AND THROUGH ITS ATTORNEY AT LAW, JAMES M. FROST, JR., LARAMIE, WYOMING, CONTAINING 158.78 ACRES MORE OR LESS.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation, this 17th day of July, 2001.

*[Signature]*  
 James M. Frost, Jr., President  
 Indian Painter Brush Estates, Inc.

**ACKNOWLEDGMENT**

STATE OF WYOMING )  
 COUNTY OF LARAMIE ) SS

I, the undersigned, do hereby acknowledge before me this 17th day of July, 2001, that James M. Frost, Jr., President and James M. Frost, Jr., Attorney at Law, of Indian Painter Brush Estates, Inc., a Wyoming Corporation, have appeared before me and acknowledged the foregoing as their free and voluntary act and deed.

My Commission Expires 08-01-04  
 Nancy Rubin, Laramie County, Wyoming



**APPROVALS**

Approved by the City of Cheyenne, Wyoming, Regional Planning Commission this 17th day of July, 2001.

*[Signature]*  
 Development Director

Approved by the Board of County Commissioners of Laramie County, Wyoming, this 17th day of July, 2001.

*[Signature]*  
 Chairman

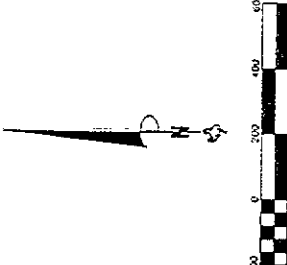
**CERTIFICATE OF SURVEYOR**

I, David R. Hargrave, a duly Licensed Professional Surveyor in the State of Wyoming, hereby certify that this plat of subdivision of Indian Painter Brush Estates, Inc. was prepared from official plats and deeds of record and from notes of a field survey conducted by me or under my supervision, and that the same are true and correct. I further certify that the monuments are set or laid out upon the land that this plat represents and that the survey was conducted in accordance with the best of my knowledge.



**CURVE TABLE**

Station	Chord	Angle	Offset
1+00	100.00	90.00	0.00
1+20	100.00	90.00	0.00
1+40	100.00	90.00	0.00
1+60	100.00	90.00	0.00
1+80	100.00	90.00	0.00
2+00	100.00	90.00	0.00
2+20	100.00	90.00	0.00
2+40	100.00	90.00	0.00
2+60	100.00	90.00	0.00
2+80	100.00	90.00	0.00
3+00	100.00	90.00	0.00
3+20	100.00	90.00	0.00
3+40	100.00	90.00	0.00
3+60	100.00	90.00	0.00
3+80	100.00	90.00	0.00
4+00	100.00	90.00	0.00
4+20	100.00	90.00	0.00
4+40	100.00	90.00	0.00
4+60	100.00	90.00	0.00
4+80	100.00	90.00	0.00
5+00	100.00	90.00	0.00
5+20	100.00	90.00	0.00
5+40	100.00	90.00	0.00
5+60	100.00	90.00	0.00
5+80	100.00	90.00	0.00
6+00	100.00	90.00	0.00
6+20	100.00	90.00	0.00
6+40	100.00	90.00	0.00
6+60	100.00	90.00	0.00
6+80	100.00	90.00	0.00
7+00	100.00	90.00	0.00
7+20	100.00	90.00	0.00
7+40	100.00	90.00	0.00
7+60	100.00	90.00	0.00
7+80	100.00	90.00	0.00
8+00	100.00	90.00	0.00
8+20	100.00	90.00	0.00
8+40	100.00	90.00	0.00
8+60	100.00	90.00	0.00
8+80	100.00	90.00	0.00
9+00	100.00	90.00	0.00
9+20	100.00	90.00	0.00
9+40	100.00	90.00	0.00
9+60	100.00	90.00	0.00
9+80	100.00	90.00	0.00
10+00	100.00	90.00	0.00



**NOTES**

- 1) Basis of Survey is City of Cheyenne, Wyoming, 1994 and 2001, as shown on plat of record.
- 2) All lot lines, except those involving one half acre or less, shall be established by iron pipe or iron rod.
- 3) New permits to be obtained from Wyoming State Engineer Office, Cheyenne, Wyoming.
- 4) Utility permits to be obtained from the City - County Health Department, Cheyenne, Wyoming.
- 5) All lot corner monuments are 4" x 4" x 24" rebar with 1/2" aluminum cap stamped "SIS RES 2500".
- 6) All lot lines shall be established with iron pipe or iron rod.
- 7) All structures or buildings which obstruct the view of the survey shall be removed.

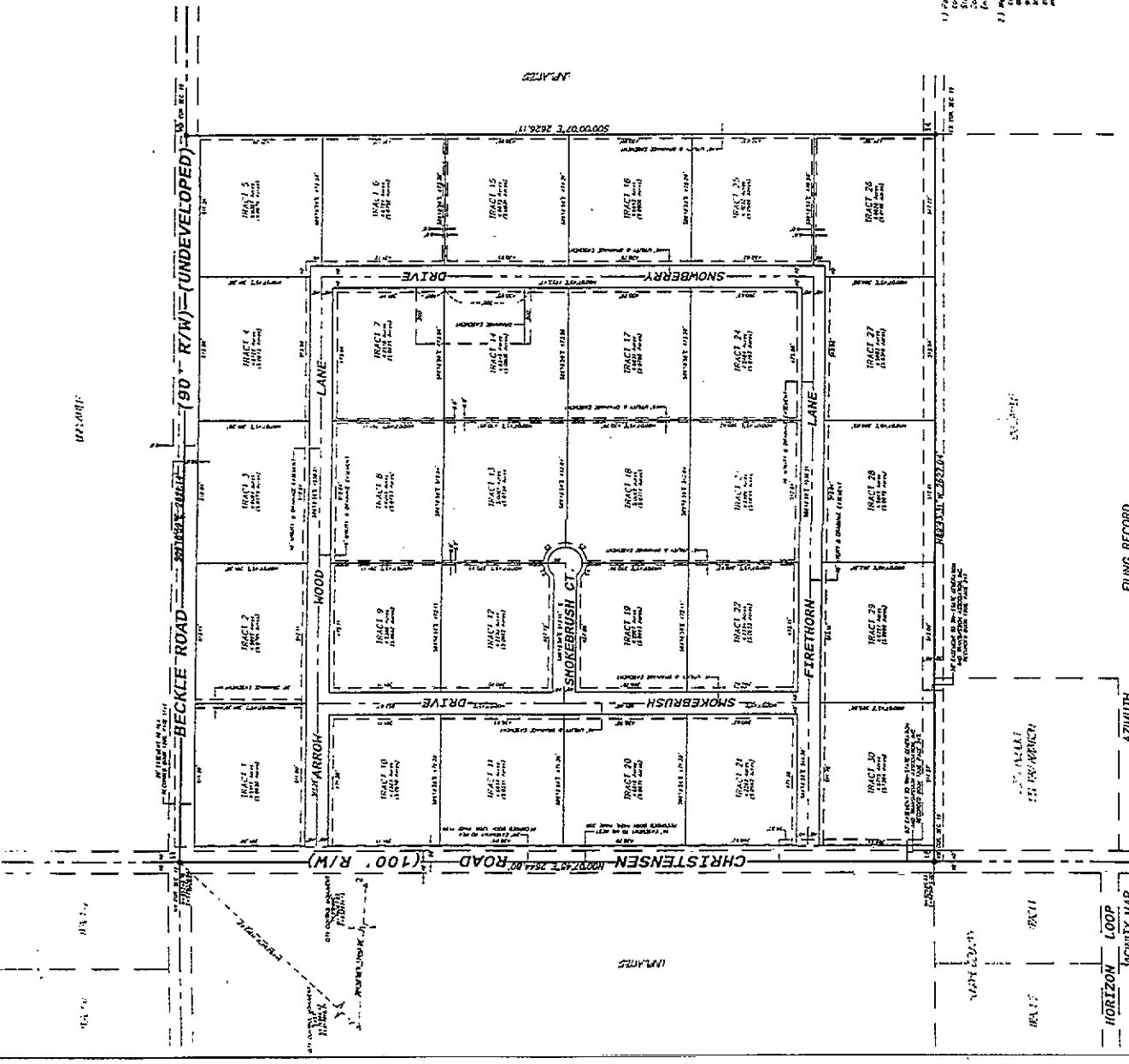
**LEGEND**

- 4" x 4" x 24" LONG REBAR WITH 1/2" ALUMINUM CAP STAMPED "SIS RES 2500"
- 1/2" x 1/2" x 24" ALUMINUM CAP "ALUMINUM"
- 1/2" x 1/2" x 24" ALUMINUM CAP STAMPED "SIS RES 2500"

**DECO NOTES**

- 1) Stationary monuments are shown to be a 4" x 4" x 24" rebar with 1/2" aluminum cap stamped "SIS RES 2500". Stationary monuments are also shown to be a 1/2" x 1/2" x 24" aluminum cap stamped "ALUMINUM". Stationary monuments are also shown to be a 1/2" x 1/2" x 24" aluminum cap stamped "SIS RES 2500".
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- 4) Utility permits to be obtained from the City - County Health Department, Cheyenne, Wyoming.
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- 6) All lot lines shall be established with iron pipe or iron rod.
- 7) All structures or buildings which obstruct the view of the survey shall be removed.

NO PROPOSED DOMESTIC WATER SOURCE  
 PUBLIC MAINTENANCE OF INTERIOR ROADS  
 FIRE PROTECTION TO BE PROVIDED BY FIRE DISTRICT #2  
 NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM



**FILED RECORD**

Received 3/10/2001  
 by State of Wyoming  
 County of Laramie

The following plat is filed for record in the public records of the County of Laramie, Wyoming, this 10th day of March, 2001.

*[Signature]*  
 David R. Hargrave  
 Surveyor

City of Cheyenne, Wyoming

**HORIZON LOOP**  
 AZIMUTH  
 110.0000°

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The following plat is filed for record in the public records of the County of Laramie, Wyoming, this 10th day of March, 2001.

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**INDIAN PAINTER BRUSH ESTATES**

SITUATED IN THE NW1/4 OF SECTION 19,  
 T.14N., R.65W., OF THE 6TH P.M.,  
 LARAMIE COUNTY, WYOMING.  
 PREPARED MAY, 2001

**STEELE SURVEYING SERVICE**  
 PROFESSIONAL LAND SURVEYORS  
 1010 WEST 10TH STREET, SUITE 101  
 CHEYENNE, WYOMING 82001

STATE OF WYOMING )  
 )  
COUNTY OF LARAMIE )

DECLARATION OF PROTECTIVE COVENANTS  
FOR  
INDIAN PAINTBRUSH ESTATES

This Declaration of Protective Covenants is made this 14<sup>th</sup> day of February, 2002, by Leaning Tree Homes, Inc., a Wyoming statutory close corporation, hereinafter referred to as the "Declarant."

RECITALS

Section 1: The Declarant is the owner of all lands in INDIAN PAINTBRUSH ESTATES, a subdivision of approximately 158.76 acres developed by Declarant and located in Laramie County, State of Wyoming, as the same is more particularly described to wit:

All of Tracts 1 through 30, INDIAN PAINTBRUSH ESTATES, a subdivision situated in the Northwest Quarter (NW1/4) of Section 19, Township 14 North, Range 65 West of the 6<sup>th</sup> P.M., Laramie County, Wyoming,

Hereinafter referred to as the "Subject Property."

Section 2: The Declarant does hereby covenant, agree and make the following declarations as to the limitations and restrictions to which the Subject Property may be put, all of which shall be deemed to run with the Subject Property and each and every portion thereof to ensure proper use and appropriate development of the Subject Property.

ARTICLE I: DEFINITIONS

Section 1: "Committee" shall mean and refer to the Architectural Control Committee as established pursuant to Article III of this Declaration.

Section 2: "Owner" shall mean and refer to the record owner(s), whether one or more persons, of fee simple title to any Tract (or in the event of a "Contract for Deed" transaction involving any Tract, the Purchaser(s) 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 fee simple title shall be deemed to be the Owner thereof.

Section 3: "Declarant" shall mean the present owner of the Subject Property which has caused this Declaration of Protective Covenants to be executed.

ARTICLE II: USES AND RESTRICTION

Section 1: Principal Use: It is intended that the Tracts within the Subject Property shall be used and occupied as rural "ranchettes" residential home sites for the full enjoyment of the Owners thereof subject to the covenants contained herein.

Section 2: Nuisances: Every act, omission to act or condition which violates these Covenants shall constitute a nuisance and no noxious or offensive activities shall be conducted on any Tract nor shall anything be done thereon which may be or may become a nuisance to the Owner or any other Tract within the Subject Property. For the purpose of this section, a "nuisance" shall be construed according to Wyoming law as it may exist or may evolve or be amended from time to time.

Section 3: Commercial Enterprise: No commercial business activity other than a home occupation use in conformance with Article II, Section 4 below may be conducted upon any Tract of the Subject Property.

Section 4: Home Occupation: Home occupation are permitted, however, nothing in this section shall be construed to relieve any person from compliance with any and all applicable zoning regulations. The Owner shall be responsible to determine which regulation governs Owner's intended and actual home occupation use and shall be responsible for complying with those regulations. In addition, all home occupation uses shall be in compliance with the following restriction:

- A) Any alterations and/or construction to accommodate the home occupation use must first be approved by the Committee. The external character and appearance of the building shall be consistent with these covenants.
- B) There shall be no offensive noises, vibration, smoke, dust, odors, heat or glare resulting from such home occupation use. Whether or not the activity is offensive shall be judged from the perspective of a reasonable man as that body of law exists and may develop in the State of Wyoming.
- C) No materials, goods, supplies, finished products or equipment related to the home occupation use shall be

stored or displayed outside of any structure located on the property.

D) One (1) unlighted sign, compatible with the residences and neighborhood, not over 18 inches by 24 inches shall be permitted provided it is attached flat against the structure or window.

E) There shall be only incidental sale of stocks, supplies or products on the premises, however, catalogue sales are permitted. Retail trade or business involving customer traffic and/or parking shall be prohibited as is any other commercial and/or business activity that necessitates customer traffic and/or parking except for the incidental sale of stocks, supplies or products on the premises.

F) Employees working on the site if the home occupation shall be family members of the owner and must be bonafide, full-time residents of the residence dwelling on the Tract only. Employees of the home occupation who are not bonafide, full-time residents of the residence dwelling on the Tract shall not be permitted to work on the property whether in or outside of any structure on the property.

G) The following occupations shall not be allowed as home occupations upon the subject property:

(1) Body or mechanic repair to include any modification, assembly or painting of motor vehicles and repair of internal combustion engines, or any business where the following services are carried out: general repair, engine rebuilding or reconditioning of motor vehicles, collision services such as body, frame and fender straightening and repair, painting and undercoating of automobiles and/or retail sale of engine fuels, motor oils, lubricants, grease, tires, batteries and accessories.

(2) Massage Parlors/ Technicians.

(3) Any other occupation which is considered noxious, offensive, or annoying as determined by the written vote of three-quarters (3/4) or more of the then record Owners. An Owner shall be entitled to one (1) vote for each Tract owned.

(4) Any other commercial activity involving animals prohibited in Article V, hereinafter.

Section 5: Dumping/Trash: No Tract shall be used or maintained as a dumping ground for rubbish or junk including, but not limited to, junk cars, unlicensed cars, appliances, and etcetera. 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 materials shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises. All trash containers are to be covered at all times with functional lid. No trash will be set out for pickup unless in a windproof and animal proof container for a limited time on the day when trash is collected.

Section 6: Excavation: No refining, quarrying or mining operations of any kind shall be permitted upon and/or in any Tract. Nor shall under ground fuel tanks, excavated tunnels, mineral excavations or shafts be permitted upon and/or in any Tract.

Section 7: Vehicles: No vehicles, trailers, or any vehicular equipment be parked along any of the public roadways which serve the subdivision. It is encouraged that RVs, fifth wheels, camper trailers, boats, boat trailers, horse trailers, and the like, which are parked for lengthy periods of time be parked in garages and/or approved outbuildings, however, parking of the same for lengthy periods of time away from the general view of adjacent landowners and away from the roadway side of any house shall be permissible. Unlicensed vehicles or vehicles which are not in running condition may not be parked in plan view for more than 72 hours or as a repeated practice. Under no circumstances shall "18 wheelers" be allowed to park anywhere within the Subject Property.

Section 8: Mobile Homes: All home construction shall be new, on site, construction and no mobile homes and/or modular homes shall be permitted. Pre-existing "stick-built" homes proposed to be relocated from other locations are also not permitted.

Section 9: Temporary Structures: No structure of a temporary character (such as a trailer, modular home, mobile home, basement, tent, shack, barrack, garage, barn or other outbuilding) shall be used on any Tract as a family dwelling, either temporary 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 of 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.

Section 10: Signs: No sign of any kind shall be displayed to the public view on any Tract except as follows:

A) The signs advertising the initial offering of INDIAN PAINTBRUSH ESTATES.

B) One sign of not more than five square feet advertising the property for sale or rent.

C) Signs of no more than 32 square feet used by a builder to advertise the property during the construction period only.

D) One sign compatible with Article II, Section 4(D) hereinabove. Upon the completion of the construction

of a home, large signs shall be removed immediately, but, may be replaced with a five square foot sign advertising the property for sale or rent.

**Section 11: Single Family Home sites/Further Division Restriction:** No structure other than one private single family dwelling together with a attached garage and/or appropriate outbuildings and barns as provided for hereinafter shall be erected, placed, or permitted to remain on any of the Tracts. No Tract within the Subject Property may be further divided into smaller Tracts.

**Section 12: Antennas and Satellite Dishes:** Television antennas and/or towers are prohibited. Subject to approval by the Committee, no more than one (1) specialty antenna utilized for purposes other than television may be acceptable provided the same is less than twenty-five feet (25') in height. A television satellite dish two feet (2') or less in diameter which is affixed to a home or which is situated within twelve feet (12') of the side of a home is acceptable without prior Committee approval. Television satellite dishes which are greater than two feet (2') in diameter may be allowed provided the location of the same is approved in writing by the Committee prior to installation.

### **ARTICLE III: ARCHITECTURAL CONTROL**

**Section 1: Architectural Control Committee:** An Architectural Control Committee for the Subject Property is hereby constituted. The Committee shall consist of two (2) members. The initial Committee shall consist of James M. Fraundienst, Vice-President and Rachel Fraundienst, President, of Leaning Tree Homes, Inc, executing this Declaration of Protective Covenants. All notices to the Committee required herein shall be sent to:

Architectural Control Committee -INDIAN PAINTBRUSH ESTATES  
c/o LEANING TREE HOMES INC.  
1740H Dell Range Blvd #423  
Cheyenne, Wyoming 82009

The Committee may designate a representative(s) to act for it, which representative may or may not be a member of the Committee. The Committee shall have the right, but not the obligation to appoint advisors to assist it in carrying out any of the functions of the Committee. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to any compensation of any kind for services performed pursuant to this covenant. Any member of the Committee may resign upon ten (10) days' written notice to the other members of the Committee. In the event of a vacancy due to death, termination, or resignation of any member, the remaining member(s) shall have full authority to designate a successor. In the event that no remaining member exists to designate a successor, two new members shall be appointed by Leaning Tree Homes, Inc. The approval or consent of the Committee or its representatives on matters properly coming before it shall be conclusive and binding on all interested persons. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any governmental official, commission, or agency. During the construction phase, or at any other applicable time, Owner shall be solely responsible for obtaining any and all permits, applications, or any other written instruments required by any private, public, or governmental agency.

**Section 2: Submission to Committee:** No home, building, or structure shall be constructed or erected on any Tract within the Subject Property until the submission requirements in the following Section have been complied with and the Committee has approved the submission data.

**Section 3: Submission Requirements:** Prior to the initial construction of a home or improvement, the Owner must submit the following data to the Committee:

- A) A plan for the proposed home or improvement which shall include the following information: square footage, floor plan, drawings of exterior elevations of the structure, and specifications describing external colors and materials including the roofing material.
- B) A site plan of the Tract showing the location of all proposed structures, well, and septic system.
- C) Any other information as may be required by the Committee in order to ensure compliance with the requirements contained herein.

**Section 4: Approval Standards And Procedures:** The Committee shall consider the submission data in light of the requirements, restrictions, intent, and spirit of this Declaration of Protective Covenants. Approval shall be based upon, including but not limited to, compliance with the terms provided for in Article IV entitled "DESIGN AND CONSTRUCTION STANDARDS;" reasonable aesthetic appeal (including colors, materials, and designs); the proposed location of the home or improvement in relation to the topography, the roads, and the adjacent Tracts; and conformity and harmony of the proposed home or improvement and/or the use of Tract with the intent and spirit of all provisions in this Declaration of Protective Covenants. The Committee shall inform the applicant of its decision within twenty (20) days of the submission of all the required data. In the event the Committee disapproves of any submitted plans the Committee shall, if requested, make reasonable efforts to assist and advise the applicant in achieving an acceptable submittal. The denial of any submission shall be accompanied with a written statement of the basis for the denial. The Committee or its representative shall not be liable for any claims, charges, or damages of any nature whatsoever by reason of any action, inaction, approval or disapproval by the Committee or its representative with respect to any submission made pursuant to this Article.

**Section 5: Renovations:** No substantial alteration or renovation of the exterior of any home or improvement situated on a Tract shall be performed without receiving Committee approval of the same after complying with the submission requirements as set forth in Article III, Section 3, hereinabove for initial construction.

**Section 6: Commencement And Completion Of Approved Construction:** Once plans for construction have

been approved by the Committee, it is expected that construction shall commence within six (6) months from the date of approval. If construction has not commenced within six (6) months from the date of approval, said approval shall be deemed expired and the submission and approval process will have to be reinitiated. Once construction begins, any home or improvement or alteration thereto approved by the Committee shall be diligently pursued to completion. All homes and other improvements on any Tract shall be substantially completed within one (1) year after commencement of construction unless a longer period is established by the Committee at the time of the approval of the construction plans.

#### ARTICLE IV: DESIGN AND CONSTRUCTION STANDARDS

**Section 1: General:** These minimum design and construction standards are intended to impose a code of uniformity upon the development within the subject property. Variances to these design and construction standards may be appropriate in specific cases, at the discretion of the Committee, on a very limited case by case basis. However, rather than attempting to anticipate the special cases in which variances should be granted, owners should recognize that detailed refinement of these standards are a function of the review process. All variances must be approved in writing by the Committee.

**Section 2: Square Footage:** The principal dwelling must have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of not less than 1100 square feet; except that where the said principal dwelling is a one and one-half (1.5) or two (2) story dwelling, the minimum living area of the first floor area may be reduced to no less than 1,000 square feet providing that the total living area of the one and one-half (1.5) or two (2) floors is not 1,700 square feet, it being understood that these minimum standards are exclusive of basement area. All principal dwellings shall be constructed with 2x6 framing and attached garages thereto may be constructed with 2x4 framing.

**Section 3: Foundations and Attached Garages:** All dwellings shall be erected and/or placed upon a permanent foundation and shall have, at a minimum, an attached two (2) car garage. All permanent foundations must be approved by the Committee. Pending approval by the Committee, acceptable permanent foundations include concrete, monolithic piers, block, wood and foam. All permanent foundations shall have a minimum 3' frost wall.

**Section 4: Building Site Plan/Minimum Building Setbacks:** A site plan showing the location of all proposed structures must be approved by the Committee as hereinabove provided. The minimum setback shall be required as follows: No building shall be located on any Tract within sixty (60) feet from the front of the Tract and within sixty (60) feet from any other Tract line. If an Owner is combining two or more Tracts as a home site, the interior Tract lines of said combined parcel may be disregarded and the sixty (60) foot set back shall be measured from the exterior Tract lines of said combined parcel. However, if any dwelling or outbuilding is closer the sixty (60) feet to what was the center line between two Tracts, then at no time in the future may the effected Tracts be split and sold.

**Section 5: Septic Systems and Water Wells:** Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the appropriate governmental entity. No septic tank or drain field system shall be within sixty (60) feet to any Tract line except with the consent of the appropriate health officials of the County and State and the Committee. Any and all toilet facilities must be connected to a proper septic tank system. Water wells shall also be set back a minimum of (60) feet from any adjacent Tract line and shall in no event be located within 100' of a septic drain field of any Tract and within 50' of any septic tank on any Tract. All water wells shall be drilled to a depth to fully penetrate the aquifer.

**Section 6: Outbuildings:** The maximum size of any detached outbuilding shall be two thousand eight hundred (2,800) square feet. The maximum height of the side-walls of any detached outbuilding shall be fourteen (14.00) feet. Outbuildings may not exceed more than two and the two in combination may not exceed more than two thousand eight hundred (2,800) square foot. The location of any outbuilding shall be subject to the approval of the Committee, the intent being that all structures on a Tract shall appear appropriately integrated. Construction of any outbuilding may precede construction of dwelling provided a plan for the proposed home and outbuildings has been submitted to the Committee and approved by the Committee. Polo Barns are acceptable upon approval of the Committee.

**Section 7: Landscaping:** The Owner of each Tract shall be responsible for all the installation of a minimum amount of landscaping upon his/her Tract. It is the desire of the Declarant that landscaping shall be installed by the Owners to enhance the Tract and home site, provide micro climate control, establish acceptable relationships between other Tracts and to control drainage and erosion. In order to achieve a harmonious and integrated appearance and for the purpose of complying with the landscaping requirements herein the following minimum standards will apply to all Tracts.

A) Areas not occupied by structures and or roads shall be kept planted with the existing ground cover or other grass of Owner's choice. Trees, shrubs, or other landscaping elements such as rocks, wood chips, bark and mulched or graveled materials are also acceptable to the Committee, but must be maintained and in good condition. All green space shall not exceed a maximum of six thousand four hundred 6,400 sq/ft and all sod or planted green space shall be of drought resistant grass seed or variety.

B) Every Owner shall plant no less than eight (8) trees around his/her home within three (3) years after construction of any home. However, no tree or tree line shall be planted within ten (10) feet from any Tract line and within sixty (60) feet of a Tract line which borders a road, said Tract line being the center of the road. No unsightly shelter for trees such as used, specifically including

tires or other junk and unsightly materials. Every Owner shall maintain a minimum of eight (8) live trees as specified hereinabove, following the third year after his/her home is constructed.

**Section 8: Utility Connections:** All electrical and telephone lateral and or service connections and installations to homes and improvements shall be underground from the nearest available source.

**Section 9: Tract Approach and Protection of Ground Cover:** In order to protect the ground cover, at the commencement of any construction upon any Tract, Owner shall install an approach off of the adjacent road and onto said Tract upon which all vehicular traffic shall enter and exit said Tract. The approach must be built to county standards for Laramie County, Wyoming, in cooperation with the Laramie County Engineers. Owner shall direct all vehicular traffic, for construction purposes or otherwise, to use one road leading to the home site, and in the case where a road has not yet been completed, Owner shall direct that any vehicular traffic be limited to a single path designated by Owner.

**Section 10: Private Drives:** All homes constructed shall be accessed off of the adjacent roadway by a private drive, the construction of which shall, at the sole expense of Owner, occur simultaneously with the construction of the home and, in any event, which must be complete within sixty (60) days following completion of the home. All private drives must be no less than twelve (12) feet in width. An asphalt drive is preferable, however, other road materials such as gravel or crushed stone shall be acceptable provided a satisfactory aggregate and thickness of the course is demonstrated.

**Section 11: Fences:** No fence of any kind may be constructed without first obtaining the approval of the Committee. Any and all boundary or interior fencing approved must be constructed of materials designed for fencing, with an expected life span not less than twenty (20) years and shall not include barb wire, sheep wire, or steel "T-posts" excepting there from the perimeter of the Subject Property.

**Section 12: Blowing Trash:** During construction, it shall be the Tract Owner's responsibility to insure that all construction related trash, waste materials, and debris are contained. Following construction, the Tract Owner bears the burden to insure that all trash, waste materials, and debris are contained. Following construction, the Tract Owner bears the burden to insure that no trash, debris, or materials of any kind be allowed to blow or be carried off of the Tract to other Tracts. All trash containers are to be covered at all times with a functional lid. No trash will be set out for pickup unless in a windproof and animal proof container.

**Section 13: Maintenance of Homes and Improvements:** All owners shall maintain, or provide for the maintenance, of all homes and improvements upon their Tracts.

**Section 14: Orientation of Homes upon the Tracts:** The placement of a home upon the Tract must be approved by the Committee. As a general proposition, all homes shall be situated upon a Tract so that the front of the home, generally, faces a road from which the home is accessed.

#### ARTICLE V: ANIMALS

**Section 1: Domestic Pets:** Commonly accepted domestic pets may be kept on all Tracts provided they are not maintained or kept for commercial purposes. However, each Tract shall have no more than four (4) dogs and four (4) cats at anyone time. All such domestic pets shall be under the control of the Owners at all times and shall not be allowed to run free off the Owners Tract. All Tract Owners shall ensure that any pets kept by such Owners shall not be a nuisance to any other Tract Owner or resident.

**Section 2: Other Animals:** No more than two (2) horses may be kept for recreational purposes on each such Tract. Horses on said Tracts must be kept on the back 2/3's of the Tract. No other livestock or fowl of any kind including, but not limited to, cows, sheep, chickens, swine, and or other farm animals shall be permitted or allowed on any Tract. If an Owner wants to have horses, stables and corrals, the same shall be maintained so as not to constitute a nuisance and in compliance with all lawful sanitary regulations. Operation of commercial riding stables and commercial boarding stables shall not be allowed. 4-H and FFA, or similar non-commercial projects limited in scope and duration may be permissible on a case-by-case basis subject to written approval of the Committee.

#### ARTICLE VI: GENERAL PROVISIONS

**Section 1: Enforcement and Remedies:** These covenants, conditions and restrictions may be enforced by any legal or equitable Owner(s) or by the Committee or the Declarant and their successors and assigns, 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 these covenants shall be responsible for the reasonable attorney's fees incurred by the Owner(s), Committee, or Declarant in the proceeding either to enjoin a violation or for the recovery of the damages. The failure to enforce or cause the abatement of any violation of 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 these Covenants. Although it is a right, it is not the obligation nor the responsibility of the Committee or Declarant to prosecute violations of these Covenants. Under no circumstances shall an Owner bring any claim, demand, or action against the Committee or Declarant relating in any way to a violation of the covenants by another Owner.

**Section 2: Duration and Amendment:** The covenants and restrictions of this Declaration of Protective Covenants shall run with and bind the Subject Property for a term of twenty (20) years from the date this

Declaration of Protective Covenants is recorded in the Office of the Clerk of Deeds of the County of Laramie, State of Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated at the end of any such period by written vote of two-thirds (2/3) or more of the then record Owners. This Declaration of Protective Covenants may be amended in whole or in part during the first twenty (20) year period by a written instrument executed by two-thirds (2/3) or more of the then record Owners. Any termination or amendment to this Declaration of Protective Covenants must also be approved in writing by the Declarant (or its successors) in order to be valid. Any termination or amendment which has been approved by the Declarant must be recorded in the Office of the Clerk of Deeds of Laramie County, Wyoming. Whenever a vote of the Owners is required in this Declaration of Protective Covenants, an Owner shall be entitled to one (1) vote for each Tract owned. Two or more persons owning a Tract (e.g., joint ownership by a husband and wife, etc.) shall collectively be entitled to one (1) vote per Tract.

**Section 3: Benefits and Burdens:** The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarant and the Owners of the Tracts located within the Subject Property and their respective heirs, successors, personal representatives and assigns.


**Section 4: Severability:** Invalidation of anyone of the provisions or restrictions in this Declaration of Protective Covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

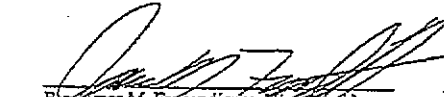
**Section 5 Easements:** Easements and rights of way as shown on the recorded plat are hereby reserved on the Subject Property for wires, electricity lines, gas lines, telephone lines, or any other public or quasi-public utility service purposes together with the right of ingress and egress at any time for the purpose of further construction and repair.

**Section 6: Variance:** Variances to any of the covenants contained herein may be granted by the Committee as appropriate in special cases and circumstances, at the sole discretion of the Committee on an extremely limited case by case basis. Any and all variances must be approved in writing by the Committee.

**Section 7: Liability of Committee and Declarant:** No Owner or other person with proper standing shall make any claim, demand, or take any action whatsoever against Leaning Tree Homes, the Committee or its designated representative, or any of their respective successors or assigns, and neither shall any of the aforementioned be liable to any Owner for any damages of any nature whatsoever by reason of any action, inaction, approval or disapproval whatsoever related in any way to any of the covenants or provisions in this "Declaration Of Protective Covenants" in its entirety.

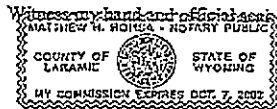
IN WITNESS WHEREOF, this Declaration of Protective Covenants has been executed this 14<sup>th</sup> day of February, 2002 by Leaning Tree Homes, Inc.

  
By: Rachel M. Fraundienst, President

  
By: James M. Fraundienst, Vice President

STATE OF WYOMING )  
 ) ss.  
COUNTY OF LARAMIE )

On this 14<sup>th</sup> day of February, 2002, before me personally appeared Rachel M. Fraundienst, to me personally known, who, being duly sworn, did say that she is the President of Leaning Tree Homes, Inc, and James M. Fraundienst, to me personally known, who, being duly sworn, did say that he is the Vice-President of Leaning Tree Homes, Inc, a Wyoming statutory close corporation, and that the foregoing **DECLARATION OF PROTECTIVE COVENANTS FOR INDIAN PAINTBRUSH ESTATES** was signed on behalf of said corporation and that Rachel M. Fraundienst, President and James M. Fraundienst, Vice-President, acknowledged said instrument to be the free act of and deed of said corporation.



  
Notary Public

My Commission Expires: