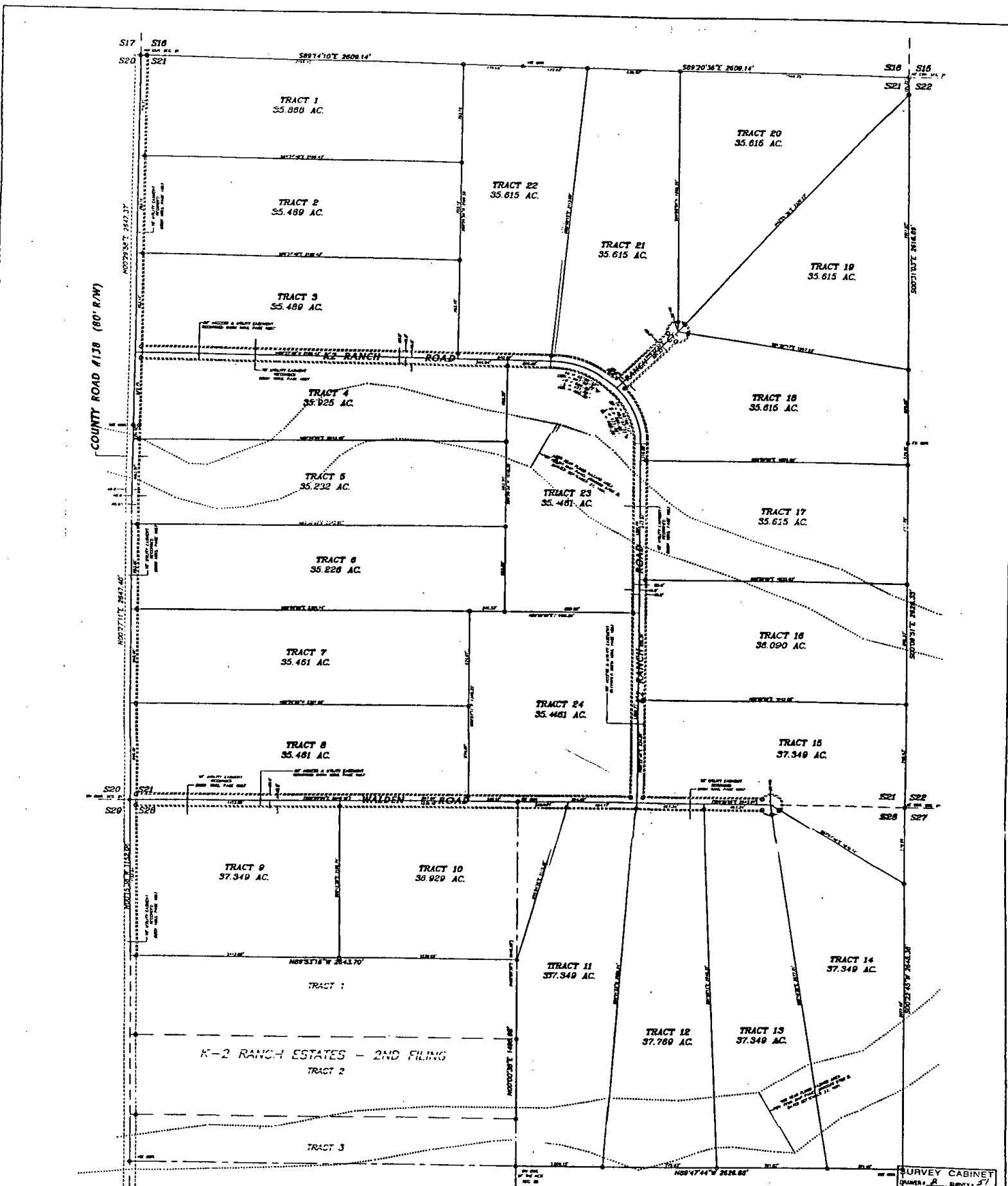




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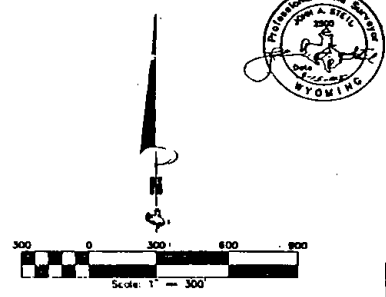
**These documents are provided by First American Title as a courtesy to you. Should you have any questions regarding these documents, please contact your Realtor or a Real Estate Attorney.**

*Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.*



**FILING RECORD**  
 RECORDED 3/15/05 AT 1:47 PM EST. CHARGE \$2.00 PER PAGE.  
 This instrument was filed for record on 3/15/05 at 1:47 P.M. on the 15th day of March A.D. 2005 and duly returned by P/C (date)  
 County Clerk & Ex-Officio Superior of Deeds  
 Laramie County, Wyoming

- LEGEND**
- SET 1/2" x 2 1/4" LONG REBAR WITH 1/2" ALUMINUM CAP STAMPED "SSS PLS 2500"
  - FOUND 1/2" x 2 1/4" LONG REBAR WITH 1/2" ALUMINUM CAP STAMPED "PLS 2977" AND APPROPRIATE DATA
  - FOUND 1/2" x 2 1/4" LONG REBAR WITH 1/2" ALUMINUM CAP STAMPED "SSS PLS 2500"
  - SET 1/2" x 2 1/4" LONG REBAR WITH 1/2" ALUMINUM CAP STAMPED "SSS PLS 2500" AND APPROPRIATE DATA
  - SET 1/2" x 2 1/4" LONG REBAR WITH 1/2" ALUMINUM CAP STAMPED "STEL SURVEYING SERVICES PLS 2500" AND APPROPRIATE DATA



**CERTIFICATE OF SURVEYOR**  
 I, John A. Slat, Registered Professional Land Surveyor in the State of Wyoming, hereby state, to the best of my knowledge, information and belief, that this map was prepared from field notes taken during an actual survey made by me or under my direct supervision; and that this map correctly shows the results of said survey and that the monuments found or set are as shown.

**RECORD OF SURVEY FOR K-2 RANCH ESTATES 3RD FILING**  
 SITUATE IN ALL OF SECTION 21, THE NE1/4 & A PORTION OF THE NW1/4 OF SECTION 28, T.13N., R.64W. OF THE 6TH P.M., LARAMIE CO., WY.

PREPARED JANUARY, 2005 SHEET 1 OF 2

**STEL SURVEYING SERVICES, LLC**  
 PROFESSIONAL LAND SURVEYORS  
 1102 WEST 18th STREET, P.O. BOX 8073  
 PHOENIX, ARIZONA 85003



STATE OF WYOMING )  
 ) ss:  
COUNTY OF LARAMIE )

K-2 Ranch, Inc.,  
a Wyoming corporation  
to  
The Public

## DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that K2 Ranch, Inc., referred to herein as Grantor, being the owner in fee simple of the real property described below located in Laramie County, Wyoming, commonly known as K2 RANCH ESTATES-3<sup>rd</sup> FILING and as the same is more particularly described, to wit:

Tracts One (1) through Twenty-Four (24), K2 Ranch Estates, Third (3<sup>rd</sup>) Filing, situate in all of Section Twenty-One (21) and the North one-half of the Northwest Quarter (N1/2NW1/4) and the Northeast Quarter (NE1/4) of Section Twenty-Eight (28), Township Thirteen North (Twp.13N), Range Sixty-Four West (R64W) of the Sixth Principal Meridian (6<sup>th</sup> PM), Laramie County, Wyoming, (collectively and individually, the "Tracts," or a "Tract")

does hereby grant, make, and adopt the following Declaration of Protective Covenants.

NOW THEREFORE, in consideration of the acceptance hereof by the purchasers of deeds to tracts of the lands described above, said Grantor declares to and agrees with each and every person who shall become an owner of a tract, that said tracts shall be and are hereby bound by the covenants set forth herein and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations and conditions.

1. **INTENT AND SCOPE:** It is the intent of these covenants to protect and enhance the value, desirability and attractiveness of said property. Restrictions are kept to minimum while keeping in constant focus the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger. Further, it is intended that the natural environment be disturbed as little as possible.

2. **BUILDING TYPE AND USE:** Said tracts shall be used for ranches, rural residential homes and country estates. Dwellings not to exceed two and one-half (2 1/2) stories in height and a private garage and/or carport shall be erected, placed or permitted to remain on said tract.



"Stick-built" or factory built modular homes are permitted but mobile homes and relocated homes are not permitted. Modular homes must be no less than 24 feet wide and must be permanently affixed to a poured concrete foundation, a concrete block foundation or a concrete slab on grade foundation, which extends around the entire perimeter of the structure with a crawl space or basement. Any modular home must have a pitched roof with no less than a 4/12 slope.

Appropriate ancillary buildings, barns, stables or outbuildings with no minimum dimensions shall be permitted. Stables, barns, horse sheds and corrals will be of finished construction.

3. **DWELLING SIZE:** The ground floor area of the main structure, exclusive of open-porches, garages and basements, shall be not less than 1,200 square feet for a one story dwelling, nor less than 1,400 square feet for a dwelling of more than one story.

4. **DWELLING LOCATION AND CONDITION:** Improvements of any kind, including but not limited to dwellings, out buildings, wells, septic systems will be set back one hundred (100) feet from any property line, road or easement. If an owner is combining more than two lots, the interior lot lines of the combined parcel may be disregarded. The exterior of each dwelling or other structure located on any lot shall be maintained in good repair.

5. **TEMPORARY RESIDENCE** No structure of temporary character, basement, tent or accessory building shall be used on any parcel in said tract as a residence, temporarily or permanently.

6. **REFUSE AND GARBAGE:** Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner, and containers shall be in a clean, sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. There will be no dumping on any portion of the property.

7. **EASEMENTS;** Easements for installation and maintenance of utilities, roadways, driveways and such other purposes incident to development of the property are shown on the Records of Survey. Any such easement(s) will not be fenced and will be kept open and readily accessible.

8. **NUISANCE;** No portion of any tract 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, appliances, etc. Trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises.

Nothing shall be done or permitted on any parcel in said tract which may be or become an annoyance or nuisance to the neighborhood. No obnoxious or offensive activities shall be carried



on upon any parcel in said tract. Obnoxious behavior on property with motor vehicles, whether from careless driving or from excessive noise, is prohibited. The storage of junk or old automobiles and the firing of weapons on tracts is prohibited. Trail bikes, scooters, motor vehicles will be used on approved roads only.

9. **WATER AND UTILITIES:** Wells to obtain water shall comply with the requirements of the State of Wyoming and the Laramie County Health Officials. Water wells shall be located a minimum of seventy-five feet (75') from any property line.

All utility lines from the utility easement to the structure and from structure to structure within a lot shall be placed and maintained underground.

10. **SEWAGE DISPOSAL SYSTEM;** All sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the Laramie County Department of Environmental Health. No septic tank or field system shall be nearer than one hundred (100) feet to any building lot line except with the consent of the appropriate health officials of the County and State and the Architectural Control Committee, 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 subdivision. All toilet facilities must be a part of the residence or garage and shall be of a modern flush type and connected to a proper septic tank system.

11. **ANIMALS;** No more than two horses, cows, sheep and/or Llamas collectively and in the aggregate may be kept on each tract unless supplemental feeding is provided. Commonly accepted domestic animals may be kept. Dogs will be under the control of the owner at all times, they will not be allowed to run free.

12. **GRAZING MANAGEMENT;** The general precept for livestock grazing on the native range portion of the tracts is to "graze half and leave half of the weight of the current year's growth." For the benefit and enjoyment of all tract owners or persons legally in possession, it is expressly understood and agreed that all such persons mentioned above shall abide by such precept and carefully manage the grazing of the land. It is further agreed that proper management requires that the range land be properly used. For this property, use levels are hereby classified as follows:

#### UTILIZATION RECORD

<u>Unused</u> -	No livestock use.
<u>Slight</u> -	1 percent - 20 percent of primary forage plants grazed, practically undisturbed.
<u>Moderate</u> -	20 percent - 40 percent use of primary forage plants, most of the range being grazed, but little or no use of poor plants.
<u>Full</u> -	41 percent - 60 percent use of primary forage plants with all of the range being grazed, but little or no use of poor plants.
<u>Close</u> -	61 percent - 80 percent use of primary forage plants with all of the range showing use with major portions closely grazed. Some use of low-value plants.



Severe- 81 percent - 100 percent use of primary forage plants with low-value plants carrying the grazing load.

Close and/or Severe grazing as described above is expressly prohibited by these covenants and may be enjoined as a violation of these covenants.

13. **SUBDIVIDING;** No Tract may be divided into more than two (2) smaller lots and any such division must be in accordance with state and county law. No Tract may be subdivided, replatted or rezoned without the express written consent of all Tract owners.

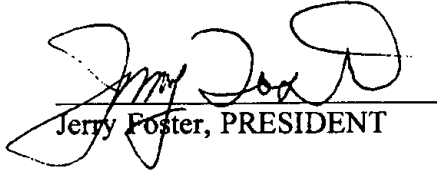
14. **TERMS OF COVENANTS;** These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Covenants may be changed any time at the option of Grantor or, once Grantor has sold all of the above described property, by a two thirds majority of the lot owners.

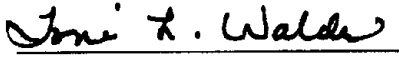
15. **ENFORCEMENT;** Enforcement of these covenants may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. A suit to enforce these covenants may be brought by any owner of a tract encumbered by these covenants. The invalidation by any court or any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect. Anyone breaching these covenants shall reimburse the party seeking to enforce these covenants for his or her attorney's fees incurred in the enforcement of these covenants, with or without suit. The failure to enforce these covenants shall not preclude the enforcement of a further, continued or different violation.

Although it is the right of the Grantor to enforce these covenants, it is not the obligation of the Grantor to prosecute violations of these covenants. Under no circumstances may an owner bring an action against the Grantor relating in any way to the violation of these covenants by another owner.

IN WITNESS WHEREOF, the Grantor has signed these covenants the 11<sup>th</sup> day of March, 2005.

K 2 Ranch, Inc., GRANTOR  
By:

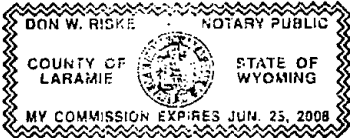
  
Jerry Foster, PRESIDENT

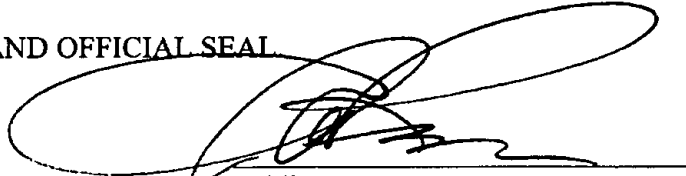
  
Toni L. Walden, Secretary

STATE OF WYOMING )  
 )ss.  
COUNTY OF LARAMIE )

On this 11<sup>th</sup> day of March, 2005, before me personally appeared Toni L. Walden, who being by me duly sworn, did say that she is the Secretary of K2 Ranch, Inc. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and they acknowledged said instrument to be the free act and deed of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL



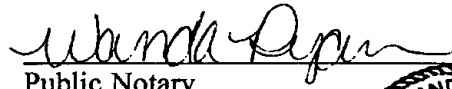
  
Public Notary

My Commission Expires:

STATE OF COLORADO )  
 )ss.  
COUNTY OF )

On this 14 day of March, 2005, before me personally appeared Jerry Foster, who being by me duly sworn, did say that he is the President of K2 Ranch, Inc. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged said instrument to be the free act and deed of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

  
Public Notary

My Commission Expires:

