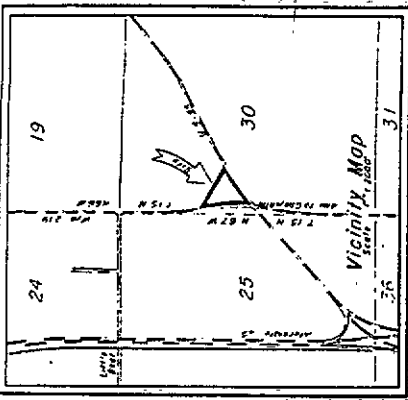




First American Title™

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Filing Record

623165

The book in Wyoming is
County of Laramie

This instrument was filed for record
at 1:35 o'clock P.M. on the
17th day of January
A.D. 1981 and by recorded in
Book 623165 Page 6

John C. Wickham
County Clerk & Ex-Officio Register of Deeds
Richard J. Kingham
Deputy

Dedication

KNOW ALL MEN BY THESE PRESENTS that Richard J. Kingham, owner in fee simple of the land embraced in this plat of a portion of the NW 1/4 of Section 30, Township 15 North, Range 66 West, 6th Principal Meridian, Laramie County, Wyoming, as recorded in the office of the County Clerk and Ex-Officio Register of Deeds, does hereby declare this subdivision of Kingham Estates to be his free and clear and does hereby dedicate the same, and does also grant the easements for the purposes shown herein.

Richard J. Kingham
Richard J. Kingham
Acknowledgement

State of Wyoming
County of Laramie
The foregoing dedication was acknowledged before me by Richard J. Kingham this 22nd day of January, 1981.

Notary Public
[Signature]
My commission expires 11/11/81
STATE OF WYOMING
JANUARY 22ND 1981

Approvals

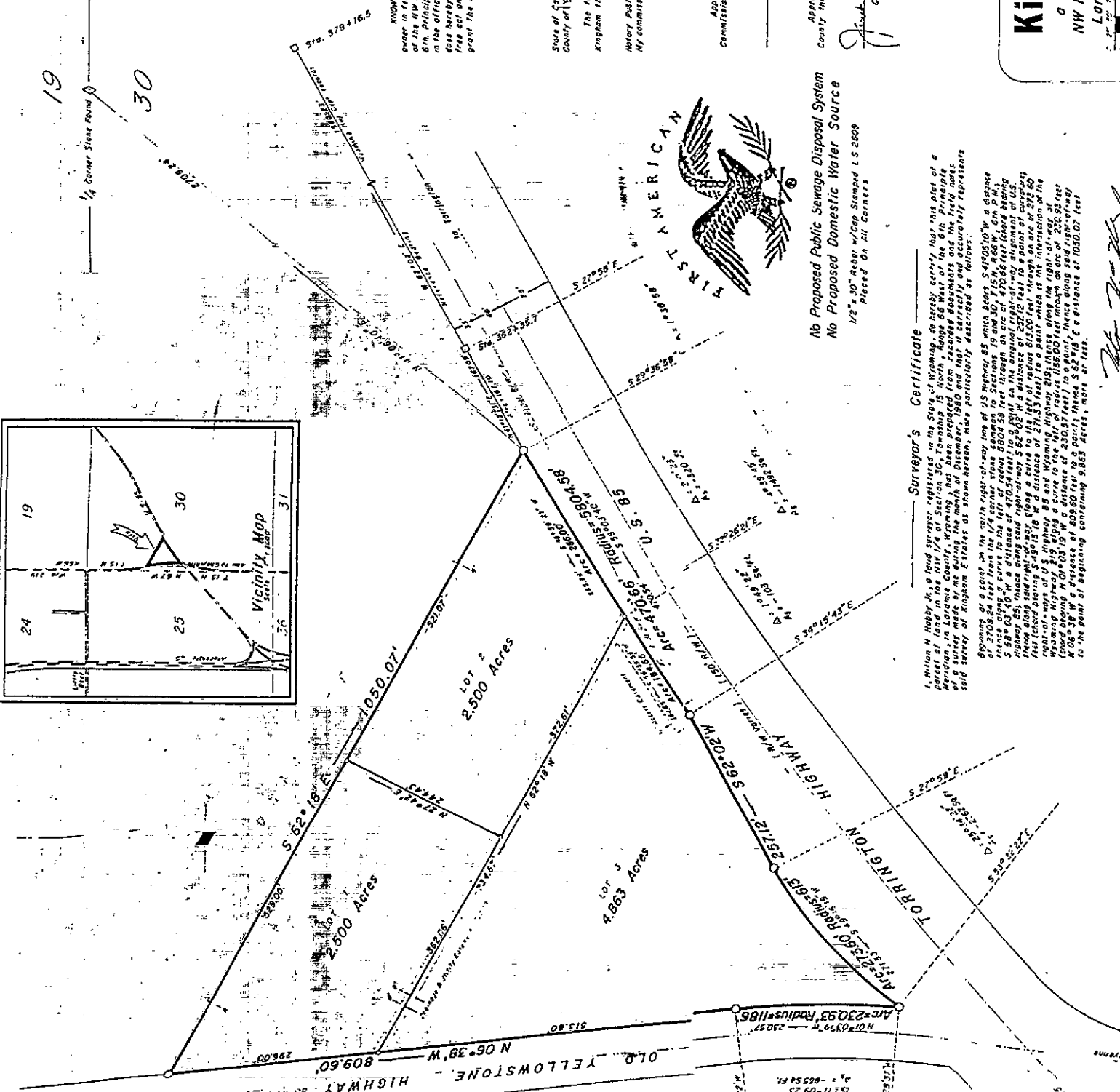
Approved by the Cheyenne-Laramie County Regional Planning Commission on the 22nd day of January, 1981.

Chairman
[Signature]
Secretary

Approved by the Board of County Commissioners of Laramie County this 22nd day of January, 1981.

John C. Wickham
County Clerk
Richard J. Kingham
Chairman of the Board

Kingham Estates
a subdivision of a portion of the
NW 1/4 of Section 30, T15N, R66W, 6th.P.M.,
Laramie County, Wyoming



**No Proposed Public Sewage Disposal System
No Proposed Domestic Water Source**

1/2" = 30' Water Map, Stamped L.S. 2009
Placed On All Corners

Surveyor's Certificate

I, Milton H. Hobby Jr., a land surveyor registered in the State of Wyoming, do hereby certify that this plat of a parcel of land in the NW 1/4 of Section 30, Township 15 North, Range 66 West of the 6th Principal Meridian, Laramie County, Wyoming, has been prepared from accurate measurements and the field notes of a survey made by me during the month of January, 1981, and that I have carefully and accurately represented said survey of Kingham Estates, as shown hereon, more particularly described as follows:

Beginning at a point on the north right-of-way line of U.S. Highway 85 which bears S 49° 05' 10" W a distance of 3708.84 feet from the 1/4 section corner of Section 30, Township 15 North, Range 66 West of the 6th Principal Meridian, Laramie County, Wyoming, to a point on the left of radius 5904.58 feet through the center of a 470.66 foot curve to a point on the right-of-way line of U.S. Highway 85 which bears S 88° 03' 40" W a distance of 4702.94 feet to a point on the original right-of-way alignment of U.S. Highway 85 which bears S 88° 03' 40" W a distance of 662.02 feet to a point on the right-of-way alignment of U.S. Highway 85 which bears S 88° 03' 40" W a distance of 271.13 feet to a point on the right-of-way alignment of U.S. Highway 85 and Wyoming Highway 219, thence along the right-of-way alignment of U.S. Highway 85 and Wyoming Highway 219, thence along the right-of-way alignment of U.S. Highway 85, along a curve to the left of radius 1185.00 feet through an arc of 276.93 feet to a point on the right-of-way alignment of U.S. Highway 85, thence along the right-of-way alignment of U.S. Highway 85, along a curve to the left of radius 1185.00 feet through an arc of 276.93 feet to a point on the right-of-way alignment of U.S. Highway 85, thence along the right-of-way alignment of U.S. Highway 85, along a curve to the left of radius 1185.00 feet through an arc of 276.93 feet to the point of beginning containing 3.863 acres, more or less.

Milton H. Hobby Jr.
Milton H. Hobby Jr.
WYOMING L.S. #8009

TRENTON JAMES HOGG

to

THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that Kingham Estates, a subdivision of a portion of NW ¼ Section 30, Township 15 North, Range 66 West of the 6th P.M., Laramie County, Wyoming, are now owned and held subject to all the restrictions, conditions, covenants, charges and agreements contained within the Declaration of Protective Covenants, and Trenton James Hogg being the owner of all the above described land that does hereby covenant and agree:

1. That all Tracts of the said subdivision shall be known and described as residential tracts and will be restricted by the covenants contained herein. It is intended that these residential tracts shall be used and occupied as small ranches or ranchettes and that the owners will have full enjoyment of these ranchettes, subject, however, to the covenants contained herein.
2. An Architectural Control Committee for Kingham Estates is constituted. This committee is composed of Trenton James Hogg. The committee may designate a representative to act for it. Neither the member of the committee, nor its designated representative shall be entitled to any compensation of any kind for services performed pursuant to this covenant.

Although it is a right, it is neither the obligation nor the responsibility of the committee or Declarants to prosecute violations of these Covenants on behalf of any Owner(s). Under no circumstances shall an Owner bring any claim, demand or action against the committee or Declarants relating in any way to a violation of the covenants by another Owner.

No Liability, neither Declarants, any member of the Architectural Control Committee, or any successors or assigns of the aforementioned shall be liable for damages or otherwise liable to anyone or to any Owner by reason of mistake in judgment, negligence, nonfeasance or for any act or omission whatsoever arising out of or in any way related to any of the covenants or provisions, in this "Declaration of Protective Covenants" in its entirety including, but not limited to, the approval, disapproval, or failure to approve any plans specifications or variance.

3. No building (including suitable shed, or general storage building as hereinafter provided for) shall be erected, placed or altered on any lot until the construction plans and specifications and a site plan showing the location of the structure have been approved by the Architectural Control Committee. All construction shall be new and no building or buildings may be removed from another location to any site within this subdivision. In determining whether to approve or disapprove plans and specifications submitted to it, the Committee shall consider, among other things, compliance with the minimum building criteria established herein, the quality of workmanship and materials, the conformity and harmony of design and value of the structure with other homes and improvements within this subdivision, the effect of the location of the structure on contiguous Tracts, and the location of the structure with respect to topography and finish grade elevations. Outbuildings can be no larger than 60x40. For lots 1 & 2 the Southern most part of any outbuilding must be North of the Northernly most part of the residence. For lot 3 the Northern most part of any outbuilding must be South of the Southernly most part of the residence.

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 review the plans or issue a written approval or disapproval within 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.

The Committee shall not be liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this provision, or any provision in these covenants. 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, and any approval or permission granted by the Committee shall not in any way be construed to mean acceptance of any submission to any private or governmental agency.

4. No structure other than one private single family dwelling together with private garages/out buildings for use in connection with said single family dwelling shall be erected, placed or permitted to remain on any of the residential lots. No lot within a designated block may be subdivided into smaller lots.
5. No structure of temporary character, trailer, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any Tract as a family

dwelling, either temporarily or permanently. However, this covenant shall not restrict a building contractor or land developer from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of erecting or selling dwellings, provided the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever, in their sole discretion, the same have been on the premises an unreasonable amount of time.

6. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1,600 square feet; except that where the said principal dwelling is a 1 ½ or 2 story dwelling, the minimum may be reduced to 1300 square feet of ground floor area, providing that the total living area of the 1 ½ or 2 story floors is not less than 1900 square feet. It is understood that these minimum area requirements shall be determined by measurement of the framing dimensions of the living quarters only and are exclusive of basement area.

All dwellings shall be constructed according to UBC approved building requirements prevailing on the date the home is constructed. It is the intent of the Covenants that all dwellings within this subdivision be custom built and that no tract housing occur within this said subdivision.

7. No business nor activity of a noxious nature may be conducted upon any lot in this subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. No high volume trade business, manufacturing, or commercial warehousing activity shall be permitted upon said premises. No antenna of greater height than 12 feet.
8. 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 system 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 subdivision. All toilet facilities must be a part of the residence or garage and shall be of a modern flush type and connected with a proper septic tank system.
9. No lot 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 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.

10. No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet advertising the property for sale or rent, or except signs used by a builder to advertise the property during construction and sales period.
11. No animals, livestock or poultry shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.
12. No 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.
13. Easements and rights of way as shown on the recorded plat are hereby reserved in this subdivision for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephone, sewer, water or any other public quasi public utility service purposes, together with the rights of ingress and egress at any time for the purpose of further construction and repair.

Access for adjacent lots 1 & 3, adjacent lots 2 & 3 shall have a common approach. The maintenance, repair and replacement of said common approach shall be the joint responsibility of the concerned adjacent lot owners and any repair, maintenance or replacement shall not give rise to ownership, title or greater rights in said common driveway other than is described in this declaration.

14. Water wells shall be set back a minimum of seventy-five (75) feet from any property line.
15. 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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. These covenants, conditions and restrictions may be enforced 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. In addition, the party so violating such protective covenants shall be responsible for the reasonable attorney's fees required for the Committee or other tract owner in the proceedings either to enjoin violation or for the recovery of the damages. Such judicial proceedings may be prosecuted by the Committee or any owner of a tract within the subdivision.



