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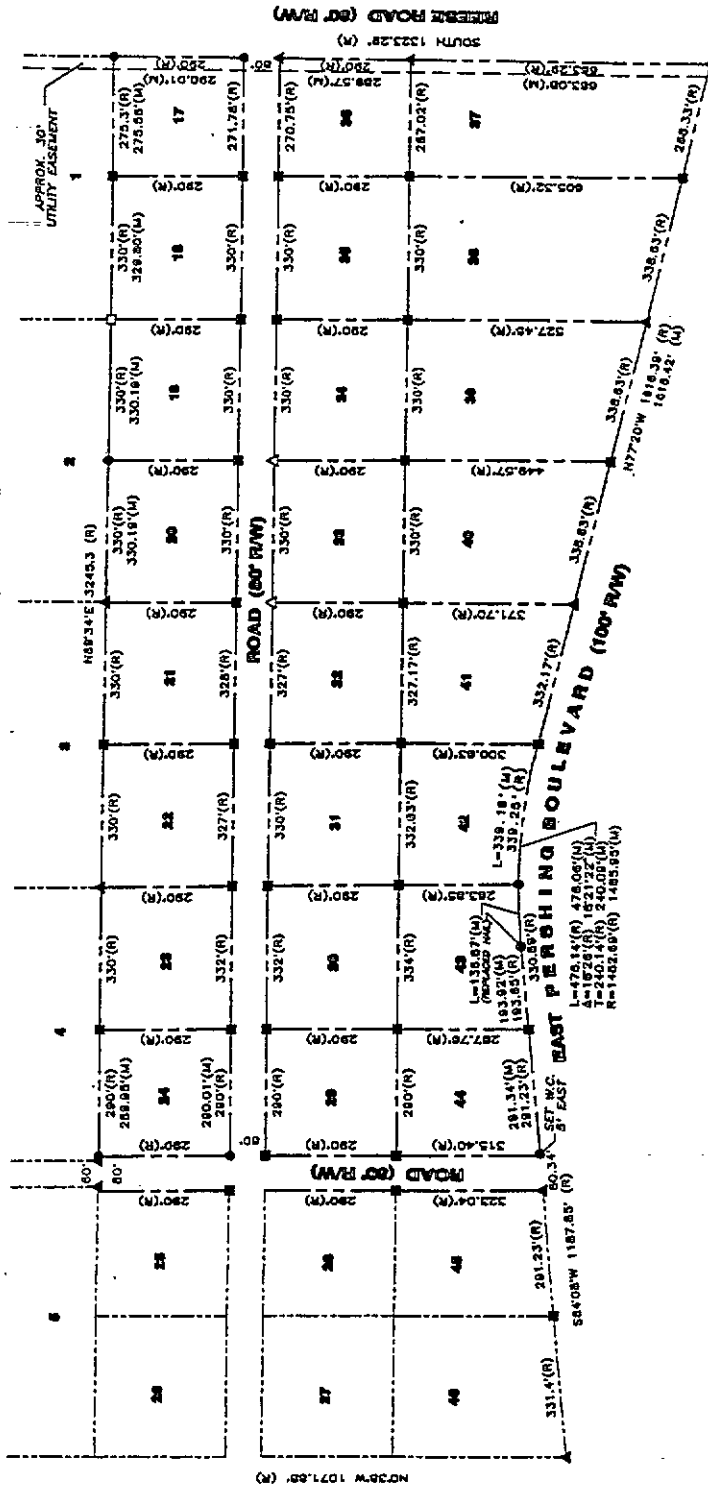
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NOTES

- ▲ FOUND 1/2" IRON BAR
- ▲ FOUND 2" IRON PIPE
- FOUND #4 REBAR
- ▲ FOUND 3/8" IRON PIPE
- SET CORNER - 1 1/2" ALUMINUM CAP ON 5/8"x24" REBAR
- (R) STAMPED PLS 5910
- (M) RECORD DIMENSION
- (M) MEASURED DIMENSION

FILED
 LARAMIE COUNTY
 CHEYENNE, WY.
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MESA TRACTS, FIRST FILING



SURVEYOR'S STATEMENT

I, JEFFREY B. JONES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY STATE THAT THIS RECORD OF SURVEY OF THE LAND DESCRIBED HEREON WAS PREPARED FROM THE FIELD NOTES OF ACTUAL FIELD SURVEYS MADE UNDER MY DIRECTION DURING MARCH 1994. I FURTHER STATE THAT I AM A PROFESSIONAL OPINION IT CORRECTLY AND ACCURATELY REPRESENTS THE INSTRUMENTS AND PROPERTY LINES AS SET OR FOUND AT THE TIME OF THIS SURVEY.



JEFFREY B. JONES WYOMING FLS 5910

INTERMOUNTAIN PROFESSIONAL SERVICES, INC.
 5801 OSAGE AVENUE CHEYENNE, WYOMING 82009
 PH: (307) 632-3138 FAX: (307) 632-3194
 JOB NO. 2727 DATE: 03/28/04 DWN. BY: DED



RECORD OF SURVEY

LOTS 17-24, 29-37,
 MESA TRACTS, SECOND FILING,
 CITY OF CHEYENNE, LARAMIE COUNTY, WYOMING.

PREPARED FOR: EDWARD F. MURRAY III

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned (hereinafter referred to as the "Declarants") as the present fee simple owners of Tracts 17, 18, 19, 20, 21, 22, 23, 24, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, and 44, MESA TRACTS. Second Filing, being a subdivision of part of Section 30, Township 14 North, Range 65 West of the 6th P.M., Laramie County, Wyoming (hereinafter referred to as the "MESA TRACTS PROPERTY") do hereby make and declare that said MESA TRACTS PROPERTY shall be subject to the following protective covenants:



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, whether one (1) 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 thereunder), 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.

ARTICLE II: USES AND RESTRICTIONS

Section 1: Principal Use: The tracts within the MESA TRACTS PROPERTY shall be principally used as residential homesites for the full enjoyment of the Owner thereof subject to the covenants contained herein.

Section 2: Nuisances. 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 of any other Tract within the MESA TRACTS PROPERTY. For purposes of this section, a "nuisance" shall be construed according to case law precedent existing in the State of Wyoming and shall include, generally, that activity which arises from unreasonable, unwarranted or unlawful use by a person of his own property, thereby creating obstruction or injury to the health, safety, welfare, or right of another.

Section 3: Commercial Enterprise. No trade, business, manufacturing, sales or commercial activity of any nature shall be permitted upon said premises.

Section 4: Dumping/Trash. No Tract shall be used or maintained as a dumping ground for rubbish or junk including, but not limited to, junked cars, unlicensed cars, appliances, et cetera. 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.

Section 5: Excavation. No refining, quarrying or mining operations of any kind shall be permitted upon or in any Tract, nor shall tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

Section 6: Vehicles. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the Tracts or on the road in front of a residence or on the front driveway or anywhere within the subdivision more than 72 hours at any one time or as a repeated practice. No vehicles, trailers, or vehicular equipment shall be habitually parked along any of the public roadways adjacent to the MESA TRACTS PROPERTY. Owners of camp trailers, horse trailers, boats and boat trailers and trucks larger than general use pickups shall attempt to park such vehicles away from the general view of adjacent landowners and away from the roadway side of any house.

Section 7: Buildings/Subdivision. No structure other than one (1) private single family dwelling together with a private garage and appropriate outbuildings as may be approved by the Committee shall be erected, placed or permitted to remain on any of the Tracts. All homes, whether site built homes, manufactured homes, and/or modular homes, shall be of new construction when erected or placed on any of the Tracts.

Section 8: Temporary Structures. No structure of a temporary character (such as a tent, shack, barrack, garage, barn or other outbuilding) shall be used on any Tract as a family dwelling, either temporary or permanently.

Section 9: Signs. No sign of any kind shall be displayed to the public view on any Tract except as follows: (1) The signs advertising the initial offering of MESA TRACTS; (2) One sign of not more than five square feet advertising the property for sale or rent; (3) Signs of no more than 32 square feet used by a builder to advertise the property during the construction period only. Upon completion of construction a large sign shall be removed immediately, but, may be replaced with a five square foot sign advertising the property for sale or rent.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

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ARTICLE III: ARCHITECTURAL CONTROL

Section 1: Architectural Control Committee. An Architectural Control Committee for the MESA TRACTS PROPERTY is hereby constituted. The initial Committee shall consist of the undersigned. The Committee may designate a representative 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 the death, termination, or resignation of any member, the remaining member(s) shall have full authority to designate a successor.

The Committee shall have such powers, privileges and immunities as are set forth in this Declaration of Protective Covenants. The affirmative vote of all the members of the Committee shall constitute the action of the Committee on any matters before it. The approval or consent of the Committee on matters properly coming before it shall be conclusive and binding on all interested persons.

The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request or application made pursuant to this Declaration.

Section 2: Submission to Committee. No homes or major improvements on any tract in the MESA TRACTS PROPERTY shall be constructed, placed, or maintained and no substantial alteration or renovation of the exterior of any homes or improvements situated on a Tract shall be performed without complying with the submission requirements as hereinafter provided.

Section 3: Submission Requirements. Submission requirements shall be as follows:

A. For initial construction or placement of a home or improvement, the Owner shall submit the following:

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.

B. For any alterations or renovations to the exterior of existing homes or improvements the Owner shall submit a description of the proposed change together with plans, specifications, elevations or such other documentation as requested by the Committee.

Section 4: Submission Procedures. The Committee shall consider each application based upon the eye appeal, quality, and materials described, the conformance with the declarations herein (in particular the following design and construction standards), and the harmony of the exteriors (colors, materials, and design) with the existing structures. The Committee shall also consider the proposed location of the structure(s) in relation to the topography and the roads and any adjacent construction. The Committee shall inform the applicant of its decision within twenty (20) days of the submission of all the required information. 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 Committee shall deny approval of any submission(s) with a written statement of the basis of the denial.

Section 5: Approval. 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. Owner shall be solely responsible for obtaining any and all permits, applications or other written instruments required by any private, public, or governmental agency.

Once begun, any home or improvement or alteration thereto approved by the Committee shall be diligently prosecuted 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 MESA TRACTS PROPERTY.



Variations to these design standards may be appropriate in specific cases on a 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.

Section 2: Square Footage. The principal dwelling should have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of no less than 1,100 square feet; except that where the said principal dwelling is a 1 1/2 or 2 story dwelling, the minimum ground floor area may be reduced providing that the total living area of the 1 1/2 or 2 floors is not less than 1,300 square feet, it being understood that these minimum standards are exclusive of basement area.

Section 3: Foundations and Attached Garages. All dwellings, whether site built homes, manufactured homes, and/or modular homes, shall be erected and/or placed upon a permanent foundation and have an attached minimum one (1) car garage. All manufactured homes and/or modular homes shall be of new construction when initially placed and must be no less than twenty-eight (28) feet in width. All towing material must be removed from any manufactured homes and/or modular homes.

Section 4: Building Site Plan/Minimum Setbacks. A site plan showing the location of all proposed structures must be approved by the Committee as hereinabove provided. The minimum setbacks shall be required: No building shall be located on any lot nearer than fifty (50) feet from any lot line. 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 lot line. Water wells shall also be set back a minimum of fifty (50) feet from any property line.

Section 5: Outbuildings. The maximum size of any detached outbuilding shall be 1300 square feet. 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 to constitute an integrated unit. Construction of any outbuilding may not precede but must be contemporaneous with or subsequent to the construction of the primary dwelling residence.

Section 6: Landscaping. The Owner of each Tract shall be responsible for the installation of a minimum amount of landscaping upon his/her Tract. It is the desire of the Declarants that landscaping shall be installed by the Owner to enhance the Tract and homesite, 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 roads shall be kept planted with the native 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.

B. Every Owner shall plant no less than seven (7) trees of any variety which have the following minimum height requirements around his/her home within four (4) years after his/her home is constructed: Any tree of the evergreen specie, generally, shall be no less than three (3) feet tall when planted and any leaf tree, generally, shall be no less than six (6) feet tall when planted. Nothing herein shall be construed to prohibit an Owner from planting any number of trees less than three feet and six feet in height, respectively, in addition to the required seven (7) trees with the minimum height requirements. No unsightly shelter for trees such as used tires shall be permitted.

Section 7: 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 8: Tract Approaches And Protection of Native Turf. In order to protect the native grass cover, at the commencement of any construction upon any Tract, Owners 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 Engineer. In order to protect the native turf covering the MESA TRACTS PROPERTY, any vehicular traffic across the native turf of any Tract shall be kept to a bare minimum. Owners shall direct all vehicular traffic, for construction purposes or otherwise, to use one road leading to the homesite, and in the case where a road has not yet been completed as hereinafter provided. Owner shall direct that any vehicular traffic be limited to a single path designated by Owner.

Section 9: 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.



Section 10: Fences. A plan for any and all boundary fencing to be constructed subsequent to the time of the filing of these covenants shall be submitted to the Committee for approval pursuant to Article III hereinabove. Any and all boundary fencing to be constructed subsequent to the time of the filing of these covenants shall not include barb wire, sheep wire, or steel "T-posts."

Section 11: 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 no trash, debris, or material of any kind be allowed to blow or be carried off of the Tract to other Tracts.

Section 12: Maintenance of Homes and Improvements. All Owners shall maintain, or provide for the maintenance, of homes and improvements upon their Tract.

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. All such domestic pets will be under the control of the Owner at all times and will not be allowed to run free off the Owners Tract. All Tract Owners shall ensure that any pets kept by such Owner shall not be a nuisance to any other Tract Owner or resident.

Section 2: Other Animals. No livestock or fowl of any kind including, but not limited to, horses, cows, sheep, chickens, swine, and/or other farm animals shall be permitted on tracts 21, 22, 23, 24, 29, 30, 31, 32, 33, 34, 35, 36, 41, 42, 43, and 44.

With respect to Tracts 17, 18, 19, and 20, no more than one (1) horse may be kept for recreational purposes on each such Tract. Horses on said Tracts must be kept on the north one-half of such Tracts. With respect to Tracts 37, 38, 39, and 40, no more than two (2) horses may be kept for recreational purposes on each such Tract. Horses on said Tracts must also be kept on the north one-half of such Tracts.

If an Owner wants to have horses on the permitted Tracts, an Owner must first receive written approval from the Architectural Control Committee. Such approval will not be given unless the Owner demonstrates that adequate stable facilities and adequate non-grazing feeding arrangements shall be in place. Stables and corrals shall be maintained in compliance with all lawful sanitary regulations. Operation of commercial riding stables and commercial boarding stables shall not be allowed.

No other farm animals - such as cows, sheep, chickens, swine, and the like - shall be permitted on Tracts 17, 18, 19, 20, 37, 38, 39, and 40. With respect to all of the Tracts, 4-H, FFA, or similar non-commercial projects extremely limited in scope and duration may be permissible on a case by case basis subject to written approval of the Architectural Control Committee.

ARTICLE VI: GENERAL PROVISIONS

Section 1: Remedies. 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. Such judicial proceeding may be prosecuted by the Committee, by the Declarants, or by an Owner although it shall not be the responsibility of the Committee or of the Declarants to prosecute the same. Under no circumstances shall an Owner bring any claim, demand, or action against the Committee or against the Declarants relating in any way to a violation of the covenants by another Owner. 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.

Section 2: Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the MESA TRACTS PROPERTY for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Clerk and Recorder 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. An Owner shall be entitled to one (1) vote for each Tract owned.

This Declaration 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.



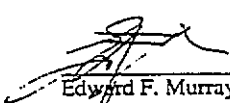
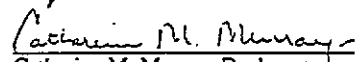
An Owner shall be entitled to one (1) vote for each Tract owned. Any termination or amendment to this Declaration, however, must also be approved in writing by the Declarants in order to be valid. Any amendment and approval by the Declarants must be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.

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 Declarants, the Owners of the Tracts located within the "MESA TRACTS PROPERTY" and their respective heirs, successors, personal representatives and assigns.

Section 4: Severability. Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

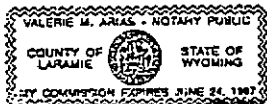
Section 5: Liability of Committee and Declarants. No Owner or other individual with proper standing shall make any claim, demand, or action against the Committee or Declarants and neither shall the Committee or the Declarants be liable to anyone for any damages of any nature whatsoever by reason of any 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 20th day of April, 1994.

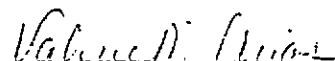

Edward F. Murray, III, Declarant

Catherine M. Murray, Declarant

STATE OF WYOMING)
COUNTY OF LARAMIE) ss.

The foregoing was acknowledged before me by Edward F. Murray, III and Catherine M. Murray, husband and wife, this 20th day of April, 1994.



Witness my hand and official seal.


Valerie M. Arlas
Notary Public

My Commission expires: