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STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

THE DANDY, LLC
to
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantor, of all lands described below located in Laramie County, Wyoming as the same is more particularly described to-wit:

All of Tract 2, Murray Hill Estates, Fourth Filing, Laramie County, Wyoming;

Said parcel described above containing 5.80 acres, more or less, and all subject to all easements and rights of way recorded and unrecorded.

(hereinafter "subject property") do hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of uses to which the subject property may be put:

1. **RESTRICTIVE USE.** The subject property shall be known and described as a residential tract and will be restricted by covenants contained in these Declarations. It is intended that the subject property shall be used and occupied for residential home site only, and that the owners will have full enjoyment of the subject property, subject, however, to the covenants contained in these Declarations.

2. **ARCHITECTURAL CONTROL COMMITTEE.** An Architectural Control Committee for the subject property is constituted. This Committee is composed of Edward F. Murray, III and Donna A. Murray, or their successors as provided for herein. All notices to the Committee required herein shall be sent to the "Architectural Control Committee c/o Edward F. Murray, III, 1616 Warren Avenue, Suite 21, Cheyenne, Wyoming 82001." The Committee may designate a representative to act for it. In the event of a vacancy due to the death, termination or resignation of any member, the remaining member shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation of any kind for services performed pursuant to this covenant.

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

3. **PRIOR COMMITTEE APPROVAL REQUIRED.** No building shall be erected upon the subject property from and after the date of this Declaration until approval of the construction plans and specifications and a site plan showing the location of the structure has been applied for by written notice of intent to construct sent to the Architectural Control Committee at the above address. The Committee shall consider each such application as to quality of workmanship and materials described, conformance with this Declaration and harmony of the exterior colors, exterior construction materials and exterior design and existing structures and locations with respect to topography and finish grade elevations. The Committee shall advise the applicant in writing of its decision within thirty (30) days of receipt of the application. In the event that the Committee disapproves any submitted plan, it shall inform the applicant, in writing, of the specific basis for disapproval and the manner in which the applicant may amend such plan to secure approval.

In the event that any construction is commenced upon any lot within the Subject property without having first secured Committee approval, the Committee may institute an action to enjoin such construction until Committee approval has been granted. No such suit may be commenced after any such unapproved construction has been completed. The prevailing party in any such injunction action shall be entitled to recover its or their attorney's fees and costs of such action.

4. **USE OF LOTS.** From and after the date of this Declaration, no structures other than private single family dwellings, together with a private attached garages for no more than four (4) cars or a house plan design for attached garage space equivalent in size of a four (4) car garage, shall be erected, placed or permitted to remain on the subject property. All construction shall be new and must comply with all applicable building codes, zoning laws and the minimum building standards as set forth in this Declaration. No structure shall be moved from any location outside the subject property onto any site on the subject property. All buildings and other structures existing as of the date of this Declaration may remain on the subject property.

No activity of a noxious or offensive nature may be conducted upon the subject property, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. Notwithstanding this restriction, the grantee of the subject property who receives title thereto immediately following the date of this Declaration is permitted to maintain a home occupation apiary business. Such permission may not be assigned or transferred without the written permission of the Committee.

No portion of the subject property shall be used or maintained as a dumping ground for rubbish or junk, specifically junked vehicles, un-licensed 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 of 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.

5. FURTHER SUBDIVISION RESTRICTION. The subject property may not be subdivided into smaller lots.

6. TEMPORARY BUILDINGS. No structure of a temporary character, trailer, modular, basement, tent, shack or barracks, shall be used on the subject property as a family dwelling, either temporarily 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 timer. No mobile home shall be converted to a permanent dwelling on the subject property.

7. MINIMUM SIZE. Any dwelling constructed on the subject property after the date of this Declaration shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage of one thousand nine hundred (1,900) square feet; except that were the said principal dwelling is a one and one-half (1-1/2) or two (2) story dwelling, the total living area of said one and one-half (1-1/2) or two (2) floors is not less than two thousand two hundred (2,200) square feet, it being understood that these minimum requirements are exclusive of basement area. Any dwelling shall be constructed according to Uniform Building Code building requirements prevailing on the date the building is constructed. It being the intention and purpose of this covenant to assure that any dwelling shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded.

8. CONSTRUCTION REQUIREMENTS. The exterior surface materials and roofing of any dwelling constructed on the subject property after the date of this Declaration shall be subject to approval by the Architectural control Committee. Unless otherwise approved, a dwelling must have no less than twenty-five percent (25%) of the exterior surface covered with appropriate masonry, exclusive of fireplaces. Roofing material must be shake shingles, Woodruff (or equivalent product) or Timberline asphalt (or equivalent or greater weight and grade product) shingles or as otherwise may be approved in writing by the Committee.

Any dwelling constructed on the subject property after the date of this Declaration shall be constructed according to FHA approved building requirements prevailing on the date the home is constructed. It is the intent of the Declaration that any dwelling be custom built.

Once construction is begun on any dwelling, wall or fence on the subject property after the date of this Declaration, such construction shall be completed within one (1) year of the time such construction was begun.

9. SET-BACKS. No building constructed on the subject property after the date of this Declaration shall be located nearer than sixty feet (60') from any lot line.

10. SEPTIC SYSTEMS. 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 sixty feet (60') 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. SIGNS. No sign of any kind shall be displayed to the public view on the subject property after the date of this Declaration.

12. PETS, HORSES AND LIVESTOCK. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. No more than two (2) horses may be kept, provided such horses(s) are accommodated with adequate stable facilities approved by the Architectural Control Committee and an adequate non-grazing feeding arrangement is demonstrated. This maximum number of horses per Tract may be exceeded in the event of a birth of an offspring or during a special occasion, however, such circumstances of excessive use may not exceed one hundred twenty (120) days during any one (1) year. Operation of commercial riding stables and commercial boarding stables shall not be allowed. Stables, barns, horse sheds and corrals will be of finished construction and shall be maintained in compliance with all lawful sanitary regulations and Architectural control Committee approval. Dogs will be under the control of the owner at all times and will not be allowed to run free off the owner's tract. This covenant will not prohibit 4-H, FFA or similar non-commercial limited projects, subject to written approval of the Architectural Control Committee. Owners shall be responsible for keeping all livestock within the fenced boundaries of the Owner's tract.

13. VEHICLES. Vehicles which are not in running condition or are in a state of disrepair shall not be parked anywhere on the subject property more than seventy-two (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 on the subject 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.

14. MINERALS. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon or in on the subject property, nor shall tanks, tunnels, mineral excavation or shafts be permitted upon or in on the subject property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the subject property.

15. EASEMENTS. Easements and rights of way as shown on the recorded plat are hereby reserved in/on the subject property for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephones, sewer, water 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.

16. **WATER WELLS.** New water wells shall be located a minimum of seventy-five feet (75') from any property line.

17. **UNDERGROUND UTILITIES.** All utility lines from the easement to the structure shall be underground and the responsibility of the owner, builder and/or the utility company.

18. **FENCING.** 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 Paragraph 3 above. Although split rail and western rail fencing is preferable, other types of fencing may be acceptable. Any and all boundary fencing to be constructed shall be with the use of wooden posts and shall not include steel "T-posts". The only steel "T-posts" allowed are those on the existing section line fences.

19. **BINDING EFFECT; EXTENSION; AMENDMENT.** This Declaration and all restrictions set forth herein and in the Agreement attached hereto and incorporated herein runs 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 this Declaration is recorded, after which time and Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time, by an instrument signed by a majority of the then owners of the Lots agreeing to amend this Declaration in whole or in part and recorded upon the deed records of the Clerk of Laramie County, Wyoming.

20. **ENFORCEMENT.** This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by Grantor, its successors and assigns, Grantee or by any owner of a lot in the balance of Murray Hill Estates, Fourth Filing, Laramie County, WY, 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 this Declaration shall be responsible for the reasonable attorney's fees required of the committee or owner in the proceedings either to enjoin violation or for the recovery of the damages. The failure to enforce or cause the abatement of any violation of this declaration and 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 with in this Declaration.

The Architectural Control Committee is in no way responsible for enforcement of the restrictions in this Declaration.

21. **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.

Dated this 4/16/03 day of June, 2003.

THE DANDY, LLC, a Wyoming Limited Liability Company., GRANTOR

By:

Ned Murray Co., Member

By:

D. Murray co., Member

By:

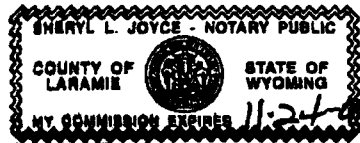
Barbara A. Murray
Barbara A. Murray, Partner

Barbara M. Murray
Barbara M. Murray, Partner

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by Barbara A. Murray, known to me to be a partner of Ned Murray Co., this 16 day of June, 2003.

Witness my hand and official seal.



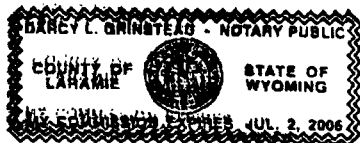
My Commission Expires:

Sheryl L. Joyce

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by Barbara M. Murray, known to me to be a partner of D. Murray Co., this 16th day of June, 2003.

Witness my hand and official seal.



My Commission Expires:

Sheryl L. Grinstead
July 2, 2006

RECORDED 3/23/2006 AT 12:13 PM REC# 442654 BK# 1938 PG# 1102
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 2

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS

Know All Persons By These Presents, That:

The undersigned (the "Declarant") is the owner of a tract of land containing 5.05 acres, more or less (the "Property"), and described as follows:

Tract 2, as shown on the record plat entitled "Murray Hills Estates, 4th Filing" and recorded on October 1, 1997, in Plat Cabinet 7, slot 49, Records of Laramie County, Wyoming, EXCEPT the following portion of said Tract 2 more particularly described as follows:

Beginning at the Northwest corner of said Tract 2; thence 90 degrees 02 minutes 42 seconds along the North line of said Tract 2, a distance of 199.54 feet to the Westerly right-of-way line of Fox Ridge Drive; thence 166 degrees 39 minutes 17 seconds along said Westerly right-of-way line, a distance of 80.00 feet; thence Southerly along said Westerly right-of-way line, a distance of 83.30 feet along a curve concave to the Northeast, having a radius of 80.00 feet and a central angle of 59 degrees 39 minutes 22 seconds (chord azimuth of 136 degrees 49 minutes 35 seconds, chord distance of 79.58 feet); thence 262 degrees 44 minutes 43 seconds, a distance of 274.59 feet to the West line of said Tract 2; thence 00 degrees 02 minutes 42 seconds, along said West line, a distance of 170.89 feet to the point of the beginning, containing 0.80 acres, more or less.

The balance of said Tract 2 containing 5.05 acres, more or less.

And That the Declarant does hereby publish and declare that the Property, and the owners thereof from time to time, shall be subject to this Supplemental Declaration of Protective Covenants (this "Declaration"), as follows:

1. *Existing Covenants Continue to Apply.* All Paragraphs and other terms, conditions, of that Declaration of Protective Covenants recorded on June 20, 2003, in Book 1736, page 943, Records of Laramie County, Wyoming (the "Existing Covenants"), presently apply to, burden, and benefit the Property and shall continue to do so, as provided herein and therein, except to the extent specifically provided otherwise in this Declaration.

2. *Pets, Horse, and Livestock.* Paragraph 12 of the Existing Covenants is hereby modified to operate more restrictively upon the Property, to wit: Not more than two (2) dogs, cats, or any combination thereof may be kept on the Property, whether or not kept for domestic or commercial purposes. No other commonly-accepted pets or other animals shall be kept on the Property, specifically including horses. Operation of commercial riding stables and commercial boarding stables shall not be allowed. Dogs shall be under the control of the owner at all times and will not be allowed to run free off the owner's tract. Not more than two (2) dog kennels may be kept or maintained on the Property, and then only if they are of normal size, include a doghouse, and are located in the extreme southwest corner of the Property. Dog kennels are the only chain-link fencing allowed on the Property.

3. **Storage Shed.** One (1) storage shed is permitted on the Property, provided that it is no larger than 8 feet by 10 feet and is located in the extreme southwest corner of the Property. Exterior color must match the residence.

4. **Vehicles; Storage in Garages.** Vehicles (including, without limitation, recreational vehicles, boats, campers, trailers, and the like) on the Property shall be housed in a garage or similar building having dimensions not exceeding 30 feet by 35 feet, which garage or other building shall be located in the extreme southwest corner of the Property and shall be constructed to match the existing residence exterior color and battenboard style using materials of the same kind, color, quality, finishes, and trims.

5. **Fencing.** Split rail, western rail, and stockade-type privacy fencing are the only types of fencing permitted on the Property. Under no circumstances may chain link or vinyl fencing be used or installed on the Property, except as provided above for dog kennels.

6. **Duration.** This Declaration shall be co-terminous with the Existing Covenants.

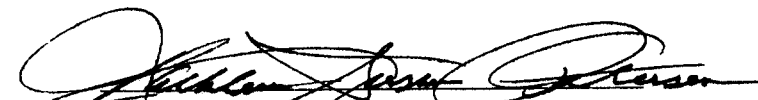
7. **Coordination with Architectural Control Committee.** This Declaration shall control over any approval granted by the Architectural Control Committee established under the Existing Covenants, so that, even if a particular architectural feature or other matter is approved by such Committee, the same shall not be used or installed on the Property.

8. **Amendment of Existing Covenants.** The Existing Covenants shall continue in full operation and effect, except to the extent modified hereby and then only as to the Property.

9. **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.

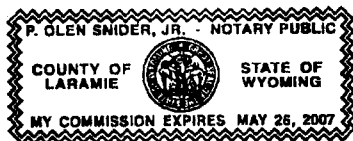
10. **Enforcement.** This Declaration shall be enforced in the same manner as the Existing Covenants, except that the owner, from time to time, of Lot 1 of the Murray Hill Estates, Fourth Filing, subdivision shall expressly be permitted to enforce the same by any lawful means.

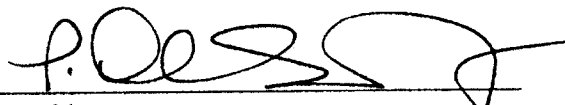
In Witness Whereof, the Declarant has hereunto set her hand on the 21st day of March, 2006.


Kathleen Susan Petersen

State of Wyoming)
) ss
County of Laramie)

The foregoing Declaration of Protective Covenants was acknowledged before me by Kathleen Susan Petersen on this 21st day of March, 2006. Witness my hand and official seal.




Notary Public
My Commission Expires: 5/26/07

SUBDIVISION SETUP FORM

RECEPTION INFORMATION:

Subdivision Proper Name: MURRAY HILL ESTATES, 4TH FILING
 Reception #: 211185 Cabinet#: 7 Plat #: 49 Time: 1:25
 Received From: INTERMOUNTAIN PROFESSIONAL SERVICES INC Date: 10-1-1997
 Grantor: THE DANDY LLC, THE MURRAY BROTHERS PARTNERSHIP, CRYSTAL VALLEY ESTATES LLC, KATHLEEN S PRUNTY Doc Date: 8-19-1997
 Grantee: IN RE MURRAY HILL ESTATES 04F

Legal Description: M&B PTN W1/2 SECTION 1 T14N R67W, M&B PTN TRACTS 67, 68 MURRAY HILL EST 03F

SUBDIVISION INFORMATION:

Short Alpha Name: MURRAY HILL EST 04F Number: 2679
 Block Name: NONE Lot Name: TRACT
 Correction of Plat(PC): / Replat of Subdivision #:
 Covenants Book/Page: /

ABSTRACTING INFORMATION:

TWN/SUBD	For suffix 40-69 (Existing Parcels Affected)			R/V SW
	RNG/BLOCK	BEGIN SEC/LOT	END SEC/LOT	
<u>14</u>	<u>67</u>	<u>1</u>	<u> </u>	<u> </u>
<u>2438</u>	<u>NONE</u>	<u>67</u>	<u>68</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

2679

BLOCK #	For suffix 70-99 (New Parcels Created)			BLOCK #	BEGIN LOT	END LOT
	BEGIN LOT	END LOT				
<u>NONE</u>	<u>1</u>	<u>4</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
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