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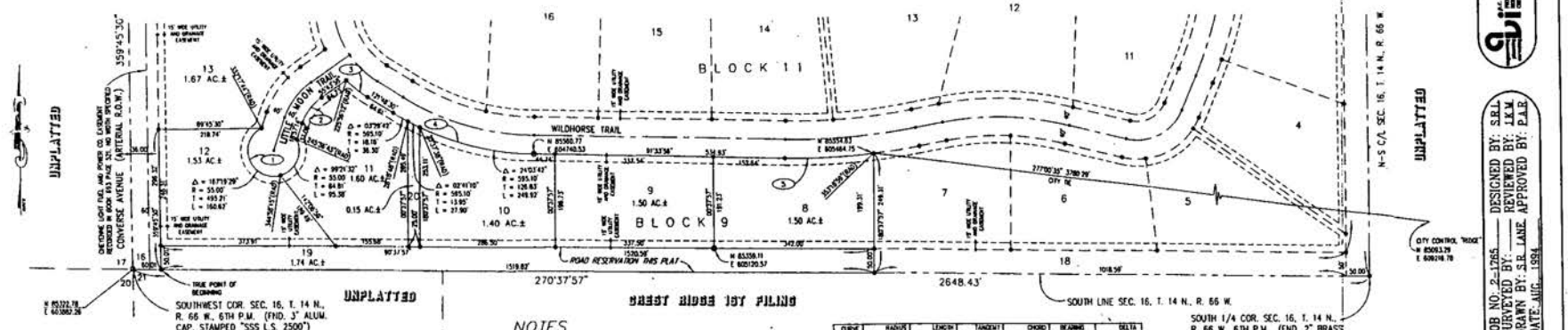
245 Storey Boulevard
Cheyenne, WY 82009
307-635-1181



GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

NOTES

BASIS OF AZIMUTH – REFERENCED FROM CITY OF CHEYENNE CONTROL MONUMENTS "BLUFF" AND "RIDGE."

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
1	55.00'	86.39'	55.00'	77.78'	S 47°00'45" E	90°00'00"
2	55.00'	110.40'	70.87'	93.46'	S 37°20'36" W	38°46'44"
3	235.10'	57.83'	29.01'	57.83'	S 51°01'39" W	14°07'42"
4	595.10'	314.12'	160.81'	310.48'	S 37°06'47" W	30°14'33"
5	1318.53'	189.84'	94.98'	189.68'	N 81°26'27" E	08°14'56"

DEDICATION

* Thomas A. Kelly, Claudia A. Kelly and Gertsch Partnership; dba/Gertsch Homes, Paul H. Gertsch, General Partner

KNOW ALL MEN BY THESE PRESENTS THAT: MUSTANG RIDGE LIMITED LIABILITY COMPANY, WILLIAM J. EDWARDS, MEMBER, NED MURRAY CO., MEMBER, JAMES D. VOLK, MEMBER, AND JOHN F. VOLK, MEMBER* OWNERSHIP FEE SIMPLE OF THE LANDS EMBRACED BY THIS PLAT OF MUSTANG RIDGE SUBDIVISION, HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AND DO HEREBY DECLARE THIS PLAT OF SAID LANDS, AS IT APPEARS ON THIS PLAT, TO BE THEIR FREE ACT AND DEED AND IN ACCORDANCE WITH THEIR DESIRES DO HEREBY DEDICATE TO THE PUBLIC THE ROAD RIGHT OF WAYS, AND GRANT THE EASEMENTS FOR THE PURPOSES INDICATED HEREON.

WILLIAM J. EDWARDS, MEMBER

NED MURRAY CO., MEMBER
BY: EDWARD F. MURRAY JR., PARTNER

JAMES D. VOLK, MEMBER

JOHN F. VOLK, MEMBER

THOMAS A. KELLY

CLAUDIA K. KELLY

GERTSCH PARTNERSHIP DBA/GERTSCH HOMES

LEGEND

- ● DENOTES ⅝ REBAR WITH ALUMINUM CAP STAMPED AM 2517
- ⊕ INTERNAL CONTROL MONUMENT
- (RAD) DENOTES RADIAL LINE
- NO STREET CENTERLINE MONUMENTATION TO BE SET

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 16, TOWNSHIP 14 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, LARAMIE COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 16, BEING MONUMENTED BY A FOUND 3" ALUMINUM CAP STAMPED "STEEL SURVEYING SERVICES LS 2500"; THENCE 90°37'57", ALONG THE SOUTH LINE OF SAID SECTION 16 A DISTANCE OF 60.01 FEET OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY OF CONVERSE AVENUE SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING ; THENCE 359°45'30", ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 298.32 FEET TO THE NORTHWEST CORNER OF LOT 12 BLOCK 9, MUSTANG RIDGE SUBDIVISION; THENCE 89°45'30", ALONG THE NORTH LINE OF SAID LOT 12, BLOCK 9, A DISTANCE OF 318.74 FEET TO THE WESTERLY RIGHT OF WAY OF LITTLE MOON TRAIL; THENCE ALONG THE RIGHT OF WAY OF SAID LITTLE MOON TRAIL THE FOLLOWING COURSES AND DISTANCES:

THENCE ALONG THE ARC OF A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 286°41'01", A RADIUS OF 55.00 FEET, AND A CHORD OF 108°57'14", 80.00 FEET; A DISTANCE OF 358.00 FEET TO THE END OF SAID ARC THENCE 18°57'14"; A DISTANCE OF 37.08 FEET; THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 38°46'44", A RADIUS OF 110.40 FEET, AND A CHORD OF 37°20'36", 69.68 FEET, A DISTANCE OF 70.87 FEET; THENCE 55°43'58", A DISTANCE OF 64.73 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY OF WILDHORSE TRAIL; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES:

THENCE ALONG A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 14°07'42", A RADIUS OF 235.10 FEET, AND A CHORD OF 128°52'21", 57.83 FEET; A DISTANCE OF 57.97 FEET; THENCE 121°48'30", A DISTANCE OF 64.61 FEET; THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 30°14'33", A RADIUS OF 595.10 FEET, AND A CHORD OF 106°41'13", 310.48 FEET, A DISTANCE OF 314.12 FEET; THENCE 91°33'36", A DISTANCE OF 334.93 FEET; THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 08°14'56", A RADIUS OF 1318.53 FEET, AND A CHORD OF 87°26'27", 189.68 FEET, A DISTANCE OF 189.84 FEET, TO THE NORTHEAST CORNER OF LOT 8, BLOCK 9, SAID MUSTANG RIDGE SUBDIVISION;

THENCE 180°37'57" ALONG THE EAST LINE OF SAID LOT 8, BLOCK 9, A DISTANCE OF 349.31 FEET TO A POINT OF INTERSECTION WITH SAID SOUTH LINE OF SECTION 16; THENCE 270°37'57" ALONG SAID SOUTH LINE SECTION 16, A DISTANCE OF 1519.82 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 9.80 ACRES MORE OR LESS.

ACKNOWLEDGEMENTS

STATE OF WYOMING } S.S. }
COUNTY OF LARAMIE }

THE DEDICATION INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM J. EDWARDS, MEMBER, THIS 18 DAY OF Sept 1994.
WITNESS MY HAND AND OFFICIAL SEAL. Judith M Christen
MY COMMISSION EXPIRES 3-24-97
NOTARY PUBLIC
STATE OF WYOMING
COUNTY OF LARAMIE

THE DEDICATION INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY EDWARD F. MURRAY, JR. PARTNER, THIS 18 DAY OF Sept 1994.
WITNESS MY HAND AND OFFICIAL SEAL. Judith M Christen
MY COMMISSION EXPIRES 3-24-97
NOTARY PUBLIC
STATE OF WYOMING
COUNTY OF LARAMIE

THE DEDICATION INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JAMES D. VOLK, MEMBER, THIS 18 DAY OF Sept 1994.
WITNESS MY HAND AND OFFICIAL SEAL. Judith M Christen
MY COMMISSION EXPIRES 3-24-97
NOTARY PUBLIC
STATE OF WYOMING
COUNTY OF LARAMIE

THE DEDICATION INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JOHN F. VOLK, MEMBER, THIS 18 DAY OF Sept 1994.
WITNESS MY HAND AND OFFICIAL SEAL. Judith M Christen
MY COMMISSION EXPIRES 3-24-97
NOTARY PUBLIC
STATE OF WYOMING
COUNTY OF LARAMIE

THE DEDICATION INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY THOMAS A. KELLY AND CLAUDIA K. KELLY, BEING HUSBAND AND WIFE
WITNESS MY HAND AND OFFICIAL SEAL. Judith M Christen
MY COMMISSION EXPIRES 3-24-97
NOTARY PUBLIC
STATE OF WYOMING
COUNTY OF LARAMIE

THE DEDICATION INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GERTSCH PARTNERSHIP, A WYOMING PARTNERSHIP, DBA GERTSCH HOMES, BY PAUL H. GERTSCH, GENERAL PARTNER, THIS 18 DAY OF Sept 1994.
WITNESS MY HAND AND OFFICIAL SEAL. Judith M Christen
MY COMMISSION EXPIRES 3-24-97
NOTARY PUBLIC
STATE OF WYOMING
COUNTY OF LARAMIE

SURVEYOR'S CERTIFICATE

I, JAMES D. VOELLER, A REGISTERED ENGINEER AND LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND FROM PRIOR SURVEYS BY STEEL SURVEYING SERVICES ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF. THE SURVEY WAS MADE ON THE GROUND USING NORMAL STANDARD CARE OF PROFESSIONAL LAND SURVEYORS PRACTICING IN THE STATE OF WYOMING AT THE TIME OF THIS SURVEY. THE NOTES AND TABLES SHOWN HEREON ARE A PART OF THIS CERTIFICATION AND THIS MAP ACCURATELY DEPICTS THE RESULTS OF SAID SURVEY.

APPROVALS

APPROVED BY THE CHEYENNE-LARAMIE COUNTY REGIONAL PLANNING COMMISSION THIS 5th DAY OF October 1994.
DEVELOPMENT DIRECTOR

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF LARAMIE COUNTY, WYOMING THIS 1 DAY OF November 1994.
COUNTY CLERK — CHAIRMAN, BOARD

APPROVED BY THE CITY COUNCIL OF THE CITY OF CHEYENNE, WYOMING THIS 24th DAY OF October 1994.
CITY CLERK — MAYOR

FILING RECORD

Receipt # 153894
The State of Wyoming } ss.
County of Laramie }
This instrument was filed for record in Book 2 of Plats on page 176 this 16 day of November A.D. 94 and duly recorded in Book 6 Misc. on page 332
Fee $ 6.00
Joe Rodriguez
County Clerk & Ex-Officio Register of Deeds
By Deputy

PROJECT SITE

VICINITY MAP
NOT TO SCALE

NOTE:
"NO PUBLIC WASTEWATER SYSTEMS ARE PROPOSED"

NOTE:
"NO WELL PERMITS"

C:\MUSTANG\PLAT\MUSTANG2.DWG

JOB NO. 2-1265 DESIGNED BY: S.R.L.
SURVEYED BY: ____ REVIEWED BY: J.K.M.
DRAWN BY: S.R. LANE APPROVED BY: P.A.R.
DATE: AUG. 1994

PROJECT TITLE: MUSTANG RIDGE SUBDIVISION
FINAL PLAT
CLIENT: MUSTANG RIDGE LIMITED LIABILITY COMPANY

SHEET 1 OF 1

REPLAT FOR

MUSTANG RIDGE SUBDIVISION SECOND FILING

A REPLAT OF LOTS 8 THRU 12, BLOCK 9, MUSTANG RIDGE A SUBDIVISION BEING SITUATED IN SECTION 16, TOWNSHIP 14 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, LARAMIE COUNTY, WYOMING.

COPY TO ASSESSOR BA

131382

RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.

'93 DEC 1 PM 4 42

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

MUSTANG RIDGE, LIMITED LIABILITY COMPANY
To
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS
OF
MUSTANG RIDGE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that Mustang Ridge Limited Liability Company, Grantor, the owner of all lands in Mustang Ridge Subdivision, a subdivision of approximately 280 acres developed by the undersigned and located in Laramie County, Wyoming, as the same is more particularly described to-wit:

> The west one-half (W1/2) of Section Sixteen, Township 14 North, Range 66 West of the 6th Principle Meridian, less Lots 1, 2 and 3 of North Ridge Subdivision, Laramie County, Wyoming;

does hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of use to which the Lots within MUSTANG RIDGE SUBDIVISION ("the Subdivision") may be put:

1. INTENT. It is the intent of these covenants to protect and enhance the value, desirability and attraction of the Mustang Ridge subdivision; to protect Lot owners from development and use of other Lots within the subdivision which may depreciate the value and/or restrict the use of their Lot(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the homes and improvements constructed on Lots of the subdivision; to encourage the construction and maintenance of appropriate structures and improvements; to insure and encourage the provision of adequate and suitable landscaping and to insure the proper location of improvements. The restrictions imposed by these covenants are intended to be kept to a minimum while preserving the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger. It is the further intent to provide by these covenants that disturbance of the natural environment be kept to a minimum.

2. RESTRICTIVE USE. All Lots within the Subdivision shall be known and described as residential Lots and will be restricted by covenants contained in these Declarations. Lots shall be used and occupied as residential home sites only. The owners of Lots within the subdivision shall have full enjoyment of the Lots, subject, however, to the covenants contained in this Declaration.

3. ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee for the Subdivision is constituted. This committee is composed of Edward F. Murray, Jr., William J. Edwards and John F. Volk, or their successors as provided for herein. All notices to the Committee required herein shall be sent to "Architectural Control Committee-Mustang Ridge Subdivision, c/o John F. Volk, 222 East 18th Street, Cheyenne, WY 82001." All committee actions or decisions shall be by majority vote. A majority of 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 members shall have full authority to designate a successor. None of the members of the committee, nor its designated representative shall be entitled to compensation of any kind for services performed as a member of the Committee.

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. 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.

Upon the sale of all Lots by the Grantor, the rights and responsibilities of the Architectural Control Committee shall be assigned to and assumed by Mustang Ridge Homeowners Association, Inc.

4. PRIOR COMMITTEE APPROVAL REQUIRED. No building or improvement shall be constructed or erected upon any Lot within the Subdivision until the Architectural Control Committee has approved the construction plans and specifications submitted to it by the Lot Owner in the form and manner set forth herein. All submissions to the Committee must include, at a minimum:

a. A site plan showing the location of the structure(s) to be constructed on the Lot, the location and size of all roads, paths, driveways and sidewalks, the drainage across such Lot and any other site improvements which the applicant considers to be important and which are known to the applicant at the time of the the submission;

b. The floor plan of the structure(s) with square footage indicated;

c. A drawing showing the front, side and rear elevations of all structure(s); and

d. A description on the drawings or on a separate specification sheet of the type and color of all exterior finishes and materials and roofing materials.

The Committee reserves the right to require the applicant to submit such other information which it deems necessary for its determination. If the Committee seeks additional information, the time period for its decision shall not start until such information is received by the Committee. 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 with existing structures and location 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 the Committee or its designated representative fails to approve or disapprove any such plan so submitted within thirty (30) days after receipt of all required information and any other information which the Committee may, in writing, require of applicant, Committee approval will not be required. In such event, the Committee's failure to approve or reject the application shall not constitute a waiver of the rights of the Committee, the Homeowner's Association or any Lot Owner to enjoin the construction of any structure which does not comply with any other provision of this Declaration.

In the event that any construction is commenced upon any Lot within the Subdivision without having first secured Committee approval, the Committee and /or the Homeowner's Association and/ or any owner of a Lot within the Subdivision 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.

5. DEVELOPER WATER SERVICES AGREEMENT. Attached hereto and incorporated herein as Attachment A by this reference is the Developer Water Services Agreement dated the 22th of November, 1993, by and between the City of Cheyenne and Grantor ("Agreement"). All Lots of the Subdivision are hereby bound to the terms of such Agreement, and any amendments thereto and all owners of Lots in the Subdivision, defined therein as USERS, are charged with notice of the requirements and restrictions of such Agreement as they apply to such USERS.

All conveyance documents from Grantor and all conveyances from the Grantees thereof to all subsequent Grantees shall set forth on the face of each such document, the terms of that "Covenant" attached to the Agreement as Exhibit "A".

6. USE OF LOTS. No structure other than one (1) private single family dwelling, together with a private attached garage for no more than 4 cars or a single family dwelling and a detached garage/outbuilding meeting the standards set forth below shall be constructed or erected on any of the Lots of the subdivision.. All construction shall be new and must comply with all applicable building codes, rules, regulations and requirements, all applicable zoning laws and the minimum building standards as set forth in this Declaration. No

structure may be moved from any location outside the subdivision onto any Lot within the subdivision.

All detached garages or outbuildings shall meet the following minimum design and construction standards:

1. The maximum size of any detached outbuilding shall be 1200 sq. ft.;

2. Construction shall meet the same standards applicable to the primary residence set forth herein ;

3. The construction materials of such garage or outbuilding shall be the same quality, color and style as the primary residence;

4. The distance separating the outbuilding/garage from the primary residence shall be subject to the approval of the Architectural Control Committee, the intent being that all structures on a Lot shall appear to constitute an integrated unit; and

5. Construction of any detached garage or outbuilding may not precede but must be contemporaneous with or subsequent to the construction of the primary residence.

No activity of a noxious or offensive nature may be conducted upon any Lot in the subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. All dwellings, buildings and other improvements are to be kept in a state of good general condition and repair at all times.

Television antennas are prohibited. Specialty antennas utilized for purposes other than television must be approved by the Architectural Control Committee. Television satellite dishes may be allowed, but their location and the screening design must take into account adjacent Lot owners' views and the views from the public roadways which serve the subdivision. Approval for the installation of satellite dishes must be obtained by the Architectural Control Committee prior to any installation.

No Lot 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 or appliances and similar objects. 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 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.

During construction, it shall be the Lot owner's responsibility to insure that all construction related trash, waste materials and debris are contained. All building materials must be secured and protected. The Lot Owner bears the responsibility to insure that at no time during or after construction will any trash, debris, or material of any kind be allowed to blow or be carried off of the Lot to other Lots, the subdivision's public road right-of-ways or onto other properties.

No business activity or home occupation uses shall be permitted upon any Lot in the subdivision.

7. FURTHER SUBDIVISION RESTRICTION. No Lot may be further divided into smaller lots.

8. TEMPORARY BUILDINGS. No structure of a temporary character, trailer, modular home, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any Lot 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 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. No mobile home shall be used as or converted to a permanent dwelling on any site.

9. MINIMUM SIZE. All single-story floor plans for the principal dwelling constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, basements, walk-out basements or attached garage, of One Thousand Seven Hundred square feet (1700 sq.'). Any multi-level floor plan constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, basements, walk out basements and attached garage, of Two Thousand Three Hundred square feet (2300 sq. '):

Blk 1; Lots 1-8
Blk 2; Lots 1-4 and 13-20
Blk 3 ; Lots 1-9
Blk 6 ; Lots 1-6
Blk 9 ; Lots 1-16

All single-story floor plans for the principal dwelling constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, basements, walk-out basements or attached garage, of Two Thousand square feet (2000 sq.'). Any multi-level floor plan constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, basements, walk out

basements and attached garage, of Two Thousand Six Hundred square feet (2600 sq. '):

Blk 2 ; Lots 5-12	Blk 8 ; Lots 1-7
Blk 4 ; Lots 1-19	Blk 10 ; Lots 1-10
Blk 5 ; Lots 1-8	Blk 11 ; Lots 1-17
Blk 7 ; Lots 1-8	

10. CONSTRUCTION REQUIREMENTS. It is the intent of this Declaration that all dwellings within Mustang Ridge Subdivision be custom built and that no tract housing be constructed within the Subdivision. Accordingly, no proposed dwelling shall be substantially similar to a dwelling already existing or under construction in the subdivision. All exterior surface materials and roofing shall be subject to approval by the Architectural Control Committee. Unless otherwise approved by the Committee in writing, 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® brand (or equivalent product) or Timberline® asphalt brand (or equivalent or greater weight and grade product) shingles or as otherwise may be approved in writing by the Architectural Control Committee.

All dwellings and improvements shall be constructed to meet the minimum requirements of the Agreement and each of the following codes and regulations in effect at the time of such construction:

a. Uniform Building Code;
b. Uniform Plumbing Code;
c. Uniform Mechanical Code;
d. National Electrical Code;
e. Laramie County Department of Environmental Health regulations;
f. FHA building requirements; and
g. Paragraph 3 of the Agreement.

Once construction is begun on any residence, such construction shall be completed within one (1) year following the date on which such construction was commenced. The construction of all other improvements must be completed within the time period established by the Architectural Control Committee in its approval of such improvement.

Driveways and individual Lot access: Individual Lot access approaches and driveways which connect the primary dwelling to any public road, shall be constructed with a minimum surface a five inch (5") depth of Grading W type road base gravel. Individual access driveway approaches, defined as that portion of the access driveway which exists within the public road right-of-way, shall include the installation of a properly sized drainage culvert, and a surface of at least three inch (3") depth of asphalt installed over five inches (5") depth of Grading W type gravel. Construction of the access approach and driveway includes the culvert installation, the driveway earthwork or grading and the gravel surface portion as herein specified.

The described access approach and driveway must be constructed as the first Lot improvement and before any other construction shall be allowed to begin. In no case will mud or dirt be allowed to be tracked off of a Lot by any vehicle onto the subdivision's paved public roadways.

The time frame required for the three (3") inch asphalt to be installed on the access driveway approach portion will be within one (1) year after construction begins. Concrete may be approved as an alternative to the 3" asphalt.

11. LANDSCAPING. The first grantee of any Lot within the subdivision, shall be responsible for the installation and continued maintenance of landscaping upon such Lot in at least the minimum amounts set forth herein. Unless weather conditions prevent the completion of such landscaping requirements, installation of all required landscaping shall be completed within six (6) months after completion of construction of the primary residence. It is the intent of these covenants that landscaping be installed to enhance such Lot, the adjoining Lots and the subdivision; to provide drainage and erosion control and to achieve a harmonious and integrated appearance of such Lot with the adjoining Lots and the subdivision.

All surface areas within the boundaries of all Lots not otherwise occupied by structures or roads shall be covered with native ground cover or other grass of the owner's choice, trees, shrubs or other landscaping elements such as rocks, wood chips, bark and/or mulched or gravelled material.

Each Lot owner shall plant and maintain no less than twelve (12) trees of any variety which shall have the following minimum height requirements; any coniferous tree shall be no less than four(4) feet tall when planted and any deciduous tree shall be no less than eight (8) feet tall when planted. Nothing herein shall be construed to prohibit an owner from planting any number of trees less than such minimum height requirements in addition to the required twelve (12) trees which meet these minimum height requirements. No unsightly shelter or wind protection for trees such as used tires shall be permitted. Any trees which die shall be replaced with tree(s) of a height at least equal to the size of that required when originally planted.

No trees and or shrubs shall be planted in such a manner as to create a hedge which defines the boundaries of any Lot. This restriction shall not prevent the planting and maintenance of trees and/or shrubs as windbreaks or for privacy screening so long as such landscaping does not form a perimeter boarder of the Lot. In addition, landscaping and other improvements in general shall not be allowed in locations on Lots where their presence may interfere with necessary safe distance visual requirements at road intersections or driveways.

No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns which exist through the subdivision as a whole. Any proposed changes to the subdivision's natural or designed drainage patterns must be shown on any Lot Owner's

application for approval of construction and must include a complete written definition of all proposed drainage changes.

12. SET-BACKS. No building shall be located on any Lot nearer than fifty (50) feet from any Lot line or road right-of-way. A variance may be granted for less than 50 feet at the discretion of the Architectural Control Committee.

13. SEPTIC SYSTEMS. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and/or of a type approved by the Laramie County Department of Environmental Health. Every Lot owner and/or their contractor must design and position the primary dwelling and other improvements on the Lot such that there exists adequate area for proper dimensions and distance separations for a complete septic system and an area designated as the location which can be utilized, if necessary, as a secondary drain field location.

Each Lot owner and/or their contractor must perform a percolation test at the site of the proposed drain field, and to provide the percolation test results to the Laramie County Department of Environmental Health. Application must be made to and a permit received from the Laramie County Department of Environmental Health for each septic system prior to the commencement of any construction of the residence and prior to the installation of any septic system.

No sewage, waste, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any drainage way in or adjacent to the subdivision. All toilet facilities must be a part of the residence or garage/outbuilding and shall be of a modern flush type and connected to a proper septic tank system, except for temporary, self contained toilet facilities utilized during construction.

14. SIGNS. Except for signs advertising the initial offering of the Subdivision. and the permanent identification, signage or landmarks installed by the Grantor which identify the subdivision , 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 of no more than 32 square feet used by a builder to advertise the property during the construction period. Upon completion of construction any such large construction sign shall be removed.

15. PETS AND ANIMALS. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. Pets must be under the control of the Owner at all times and will not be allowed to run free off the Owner's Lot. No livestock or fowl of any kind shall be permitted on any Lot. Operation of commercial riding stables and/or commercial boarding stables for horses or other livestock shall not be allowed. A maximum of four (4) domestic pets will be allowed to reside at each Lot. All Lot owners shall insure that any pets kept by such Owner shall not be a nuisance to any other Lot owner or resident. Pet kennels or dog runs may be permitted by the Architectural Control

Committee through application, but all such structures shall be properly screened from the view of other Lot owners and/or public roads which serve the subdivision.

16. VEHICLES. No vehicles, except private passenger automobiles, light-duty trucks and/or vans and recreational-type vehicles, shall be parked or stored on any Lot or roadway of the subdivision. No parking shall be permitted on any designated bike path of the subdivision. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on a Lot 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 within the Subdivision. Owners of camp trailers, horse trailers, boats and boat trailers and any recreational vehicles larger than light-duty pickups and vans shall park such vehicles away from the general view of adjacent Lot owners and away from the roadway side of any residence.

17. MINERALS. No oil drilling, oil development operations, 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

18. EASEMENTS. Easements and rights of way as shown on the recorded plat are hereby reserved in this subdivision for underground wires, pipes, conduits, street 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.

19. CITY WATER SYSTEM. All Lots shall be served by the water system of the City of Cheyenne as set forth in the Agreement. No water wells of any sort shall be permitted so long as water service is being furnished by the City of Cheyenne Board of Public Utilities or its successor.

20. UNDERGROUND UTILITIES. All utility lines from the easement to the structure(s) on any Lot shall be underground and the responsibility of the Lot owner, builder and/or the utility company.

21. FENCING. It is the intent of these covenants to afford, create and maintain an open appearance to the subdivision's overall landscape. No fencing of any sort shall be permitted on any Lot within the subdivision except upon the prior written approval of the Architectural Control Committee and no perimeter fencing of the Lots, with the exception of fencing or screening of the subdivision's outer boundary, shall be permitted. Any fencing or screening of the subdivision's outer boundary shall require prior approval of the Architectural Control Committee. Fencing utilized for screening, privacy, wind protection, or other general purposes, all of which are required to be located close to the primary dwelling, may be allowed with approval by the Architectural Control Committee. The Architectural Control Committee shall evaluate any request for fencing upon

a Lot to insure that any such fencing is compatible with the structure, the adjoining Lots and the subdivision and may deny any such request if the proposed fencing does not meet the Committee's requirement for fencing materials, height, location and esthetics.

22. HOMEOWNERS ASSOCIATION. The ownership of any Lot subject to this Declaration shall impose and confer upon any such Owner the obligations and benefits of membership in Mustang Ridge Homeowners Association, Inc., a Wyoming non-profit corporation, (the "Association"). The Association shall hold title to, maintain and manage certain real and personal property assets in, on and appurtenant to the Subdivision ("common areas"), including rights of way, bike paths, utilities and other assets; enforce this Declaration; assess its members for the costs of management and maintenance of the common areas; provide an organizational entity for other activities of the Lot owners and promote the common interests of its members.

23. 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 said Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended, except for ¶ 4 hereof, at any time, by an instrument signed by a at least 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.

24. ENFORCEMENT. This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the owner of any Lot subject to this Declaration or the Homeowners' Association 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 incurred by the Committee, the Homeowner's Association or Lot owner in such proceedings. 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 within this Declaration.

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

25. SEVERABILITY: Invalidation of any one of these restrictions by judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 22nd day of November 1993.

MUSTANG RIDGE, Limited Liability Company, GRANTOR
By:

Edward F. Murray, Jr., Member

John Volk, Member

William J. Edwards, Member

James Volk, Member

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by Edward F. Murray, Jr., this 22nd day of November 1993.

Witness my hand and official seal.

SHIRLEY A. WARNER - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING

Notary Public

My Commission Expires: 9-17-95

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by William J. Edwards, this 22nd day of November 1993.

Witness my hand and official seal.

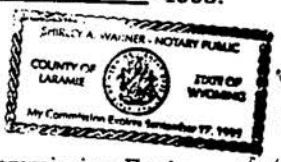
SHIRLEY A. WARNER - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING

Notary Public

My Commission Expires: 9-17-95

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by John F. Volk, this 22nd day of November 1993.



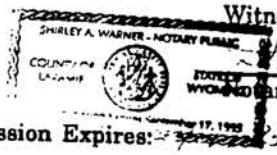
Witness my hand and official seal.

Shirley A. Warner
Notary Public

My Commission Expires: 9-17-95

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by James Volk, this 22nd day of November 1993.



Witness my hand and official seal.

Shirley A. Warner
Notary Public

My Commission Expires: 9-17-95

DEVELOPER WATER SERVICES AGREEMENT

This agreement made this 22 day of November, 1993 between the City of Cheyenne, hereinafter referred to as the "CITY," a municipal corporation organized pursuant to the laws of the State of Wyoming, acting by and through its Board of Public Utilities, hereinafter referred to as the "BOPU," and Mustang Ridge Limited Liability Company, a Wyoming limited liability company, hereinafter referred to as the "DEVELOPERS."

WITNESSETH:

WHEREAS, the DEVELOPERS are the current owners of and are desirous of developing the property called Mustang Ridge Subdivision, hereinafter called "Subdivision," and described as follows:

> The West 1/2 of Section 16, Township 14 North, Range 66 West, 6th P.M. less lots 1, 2, and 3 of North Ridge Subdivision all in Laramie County Wyoming more particularly shown on the map attached hereto as Exhibit B and incorporated by this reference.

WHEREAS, the DEVELOPERS desire to construct a water supply distribution system to provide CITY water to lots within the Subdivision; and

WHEREAS, the USER(S), hereby defined as an owner of any specifically identified lot within the Subdivision, can utilize CITY water pursuant to the terms and conditions of this agreement;

WHEREAS, the BOPU has exclusive control of all CITY owned waterworks and operates the same for the CITY and may furnish surplus water to persons outside the CITY pursuant to WYO. STAT. § 15-7-404 (a) (1977) and Cheyenne City Code Chapter 44; and

WHEREAS, the BOPU and the DEVELOPERS executed a DEVELOPER WATER SERVICES AGREEMENT dated the 27th day of April, 1993 and now desire to execute this agreement in substitution thereof.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. The DEVELOPERS shall construct, at no cost to the BOPU, the following water supply distribution system which shall in all respects conform to the construction and design criteria as determined by the BOPU:

> Water Supply Lines, Water Distribution System, Water Service Lines, Fire Hydrants and all other appurtenances and protection devices as required by the BOPU for Mustang Ridge Subdivision, Laramie County, Wyoming more particularly set for on Exhibits C and D attached hereto and incorporated by this reference.

2. The BOPU shall allow the DEVELOPERS to connect the above-referenced water supply distribution system to the existing BOPU water distribution system at points determined by the BOPU.

3. The BOPU shall provide all necessary inspections for the construction and installation of water mains, fire hydrants and service line connections. The DEVELOPERS or USER(S) shall provide the BOPU with a certificate of compliance, signed in affidavit form by a contractor licensed in the CITY, verifying that all construction materials and trade installation of service lines, service line fittings, and termination points at or in USER(S) dwellings and at the location of the USER'(S) water meter are in accordance with applicable provisions of federal, state and local

codes, laws, and/or ordinances. Specific codes in effect include BOPU'S standards, Uniform Plumbing Code and Uniform Mechanical Codes. Specific reference shall be given stating that 1) there are no taps off of the service line between the water meter and the water main; 2) that a BOPU water meter has been installed; and 3) a backflow prevention device has been installed. Inspection fees to be paid by the DEVELOPERS and/or USER(S) shall compensate the BOPU at the then current inspection fee charged to in-CITY users. The cost of the water meters installed for each individual USER in the Subdivision will be paid for by BOPU not by DEVELOPERS.

4. Upon construction of said improvements as set forth in Exhibits C and D, and approval and acceptance thereof by the BOPU, the DEVELOPERS shall transfer ownership of all water mains and fire hydrants to the BOPU, together with all necessary easements and rights-of-way for the maintenance and operation of the same. The construction of said improvements in Exhibits C and D may be constructed, approved and accepted in phases. Exhibit C is divided into three phases and Exhibit D is divided into two phases. The DEVELOPERS shall construct Phase 1 of Exhibit C and Phase 1 of Exhibit D before the BOPU will provide service to Phase 1 of the Subdivision. The DEVELOPERS shall construct Phase 2 of Exhibit C and Phase 2 of Exhibit D before the BOPU will provide service to Phase 2 of the Subdivision. The DEVELOPERS shall construct Phase 3 of Exhibit C and Phase 2 of Exhibit D before the BOPU will provide service to Phase 3 of the Subdivision. DEVELOPERS shall have no additional construction requirements other than that as set forth in Exhibits C and D. The DEVELOPERS shall warrant the improvements for a two year period from the date of transfer. BOPU shall retain ownership of all improvements as set forth in Exhibits C and D and shall be responsible for the maintenance, repair and upkeep thereof. The DEVELOPERS and/or USER(S) shall retain ownership of all improvements from the point of tapping into the water mains and shall be responsible for the maintenance, repair and upkeep thereof.

5. The DEVELOPERS and USER(S) shall comply with all applicable federal, state and local laws, rules, regulations and ordinances governing water including but not limited to Cheyenne City Code Chapter 44. The DEVELOPERS and USER(S) shall comply with all technical codes applicable to in-CITY construction which use or connect to the water mains including the BOPU standards, Uniform Plumbing Code, and Uniform Mechanical Code. The DEVELOPERS AND USERS may install one inch services lines from a three-quarters inch service tap to a single family residence.

6. The DEVELOPERS and/or USER(S) shall pay 1.5 times the BOPU water rates presently in effect as adopted pursuant to Resolutions No. 3363 and 3365 for in-CITY users and shall be subject to all subsequent changes thereof. The DEVELOPERS and/or USER(S) shall also pay a fifty dollar ($50.00) administrative fee for each tap onto a water main. In the event the BOPU negotiates a different water rate with a similarly situated developer(s) and/or user(s), the BOPU, DEVELOPER and/or USER(S) agree to adjust the water rates in a manner consistent with that negotiated with the similarly situated developer(s) and/or user(s). In the event the BOPU negotiates a water agreement with a water district hereinafter created, the BOPU, DEVELOPERS and/or USER(S) agree to adjust the water rates in a manner consistent with the water rates charged by the district to the customers within said district. If annexation to the CITY takes place, the water rate and tap fees and other such charges will be not more than those charged to all other CITY USER(S).

7. The DEVELOPERS hereby consent to the annexation separately of each of the Phases 1, 2 and 3 (described in ¶4 and Exhibit C hereof) of the above-referenced Subdivision in the event said property qualifies for annexation to the CITY in accordance with WYO. STAT. § 15-1-402 (1977) and Cheyenne City Code Chapter 33 Article IV as the same may be hereafter amended and, by warranty

deed covenants, will require USER(S) to consent to the terms and conditions of this agreement including the annexation of the above-referenced property which utilizes the water mains in the event said property qualifies for annexation to the CITY in accordance with WYO. STAT. § 15-1-402 and Cheyenne City Code Chapter 33 Article IV as the same may be hereafter amended.

8. No drilling of water wells will be allowed within the Subdivision so long as water service is furnished by the BOPU or its successors.

9. DEVELOPERS and USER(S) shall include the affirmative covenant attached hereto as Exhibit A and made a part hereof by this reference, with appropriate book and page numbers from the filing of this agreement with the Laramie County Clerk of Deeds, in all deeds from DEVELOPERS and USER(S) conveying property included in the Subdivision and hereby assign an equal right to the CITY to enforce the same.

10. The BOPU reserves the right to increase said water rate to 2.0 times the in-CITY rate or the maximum allowed by law to any property or lot within the Subdivision not annexed to the CITY if said property or lot qualifies for annexation to the CITY and the CITY requests such annexation.

11. The DEVELOPERS and USER(S) shall not be entitled to and hereby waive any right to reimbursement from the BOPU and CITY for the cost of constructing said water distribution system. The BOPU reserves all rights to use the water supply distribution system described in Exhibits C and D as part of its entire water supply distribution system as may be necessary to provide service to areas outside the Subdivision. DEVELOPERS shall not be entitled to be reimbursed for the cost of constructing the water distribution system by any developers, users, and entities outside the Subdivision for water service to other properties contiguous to the Subdivision, whether annexed or not, except to the extent that any current or hereafter established policy or city ordinance shall allow such reimbursement. DEVELOPERS are entitled to any reimbursement for the cost of constructing the Phase I and Phase II offsite improvements described in Exhibit D hereto as may be provided for in any agreement between DEVELOPERS and Frank M. Cole, Edward Cole, Lester Cole and other family members, trusts or entities.

12. The BOPU and CITY reserve all governmental/sovereign immunities as provided by law. The DEVELOPERS and USER(S) shall indemnify and hold harmless the BOPU and CITY, their officers, agents, employees and representatives from any claim or liability arising out of the failure to comply with the terms and conditions of this agreement or from any other action regarding the construction of said water distribution system.

13. If a provision, section, subsection, sentence, clause or phrase of this agreement is invalidated by any court of competent jurisdiction, such holding shall not affect the validity of the remainder of the agreement, which shall continue in full force and effect.

14. The terms and conditions contained herein shall be a covenant running with the land and shall extend to and be binding upon the DEVELOPERS and USER(S), their heirs, devisees, personal representatives, successors and assigns.

15. This agreement contains all the agreements of the representatives between the parties. None of the terms of this agreement shall be waived or modified to any extent, except by written instrument signed and delivered by both parties.

16. This DEVELOPER WATER SERVICES AGREEMENT shall supercede the previous DEVELOPER WATER SERVICES AGREEMENT executed the 27th day of April, 1993 between the BOPU and DEVELOPERS.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

CHEYENNE BOARD OF PUBLIC UTILITIES

BY:

Jerome M. Mark

Jerome M. Mark, Director

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Jerome M. Mark, Director of Cheyenne Board of Public Utilities, this 18 day of November, 1993. Witness my hand and official seal.

MARJORIE L. STEEGE — NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires November 21, 1996

Marjorie L. Steege

Notary Public

My commission expires: 11/21/96

DEVELOPERS:

MUSTANG RIDGE LIMITED LIABILITY COMPANY,
a Wyoming limited liability company

BY: _____
WILLIAM J. EDWARDS, Member

and

BY: NED MURRAY CO., Member

BY: _____
EDWARD F. MURRAY JR., PARTNER

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Edward F. Murray Jr., a partner of Ned Murray Co., and William J. Edwards, members of Mustang Ridge Limited Liability Company, a Wyoming limited liability company, this 22nd day of November, 1993. Witness my hand and official seal.

Shirley A Warner
Notary Public

SHIRLEY A. WARNER - NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING

My commission expires: 9-17-94

EXHIBIT "A"

COVENANT

The above conveyance is expressly made subject to the terms and conditions of the DEVELOPER WATER SERVICES AGREEMENT recorded in book_____ and pages_____ with the Laramie County Clerk of Deeds, such terms and conditions to be binding upon and to be observed by the Grantee(s) herein (his, her, their) heirs, executors, administrators and assigns, and to run with and bind the land in favor of and to be enforceable by the Grantor and their legal representatives, heirs, successors and assigns including the City of Cheyenne, Wyoming. In the event of a violation or non-observance of the terms and conditions of said DEVELOPER WATER SERVICES AGREEMENT, the Grantor, their legal representatives, heirs, successors and assigns including the City of Cheyenne, Wyoming, shall have the right to enforce the same including but not limited to granting consent to the annexation on behalf of the Grantee(s); and no act or admission upon the part of any of the beneficiaries of this clause shall be a waiver of the operation or enforcement of such condition.

DESCRIPTION

A tract of land situated in the West Half (W1/2) of Section 16, Township 14 North, Range 66 West of the 6th P.M., Laramie County, Wyoming, more particularly described as follows:

Beginning at the southwest corner of said Section 16, being monumented by a found 3" aluminum cap stamped "STEIL SURVEYING SERVICES LS 2500", thence on an azimuth of 359°45'30", (grid azimuth from north, City of Cheyenne Datum) along the west line of said Section 16, a distance of 1319.67 feet to the south right-of-way line of Tranquility Road; thence 89°48'26", along said south right-of-way line, a distance of 40.00 feet, thence 359°45'30", along the east right-of-way line of Converse Avenue, a distance of 3326.36 feet to the south line of "A Replat of North Ridge Subdivision", being monumented by a set 1-1/2" aluminum cap stamped "SSS LS 2500", thence 90°10'07", along the south line of said "A Replat of North Ridge Subdivision", a distance of 2629.30 feet to the southeast corner thereof, also being a point on the east line of said West Half of Section 16, being monumented by a set 1-1/2" aluminum cap stamped "SSS LS 2500"; thence 180°01'03", along said east line, a distance of 4667.63 feet to the southeast corner of said West Half of Section 16, being monumented by a found 2" brass cap stamped "1/4 COR. 16/21", thence 270°37'57", along the south line of said West Half of Section 16, a distance of 2648.43 feet to the point of beginning. Containing 281.1877 acres more or less.

Subject to easements, restrictions, covenants, and encumbrances of record.

CERTIFICATE OF SURVEYOR

I, John A. Steil, Registered Professional Land Surveyor in the State of Wyoming, hereby certify, to the best of my knowledge, information and belief, that this map was prepared from field notes taken during an actual survey made 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.

John A. Steil

1-27-93

RECORD OF SURVEY
FOR
MUSTANG RIDGE

SITUATED IN A PORTION OF THE W 1/2 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 66 WEST OF THE 6TH P.M., LARAMIE COUNTY, WYOMING.

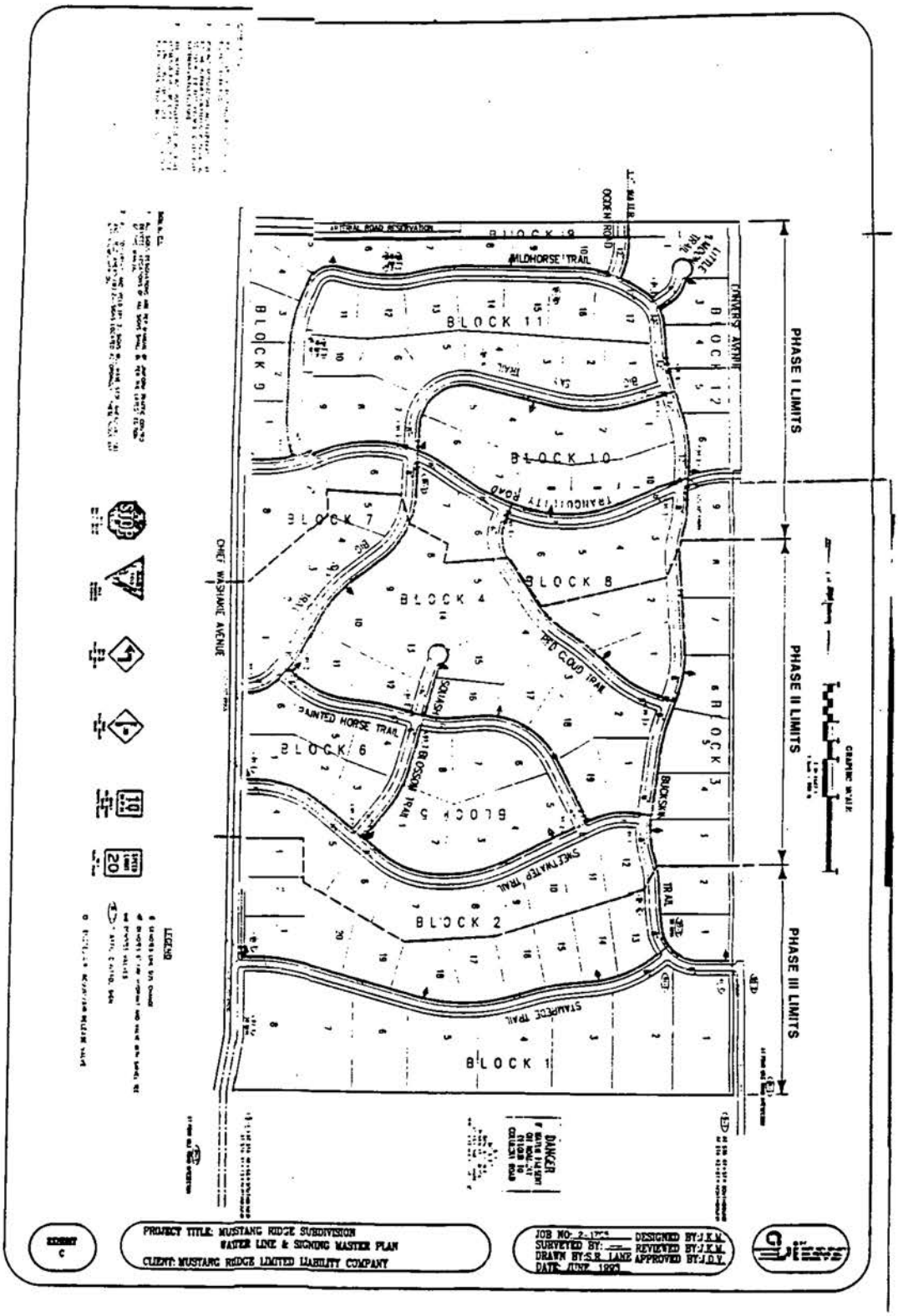
EXHIBIT B

BOOK 1359

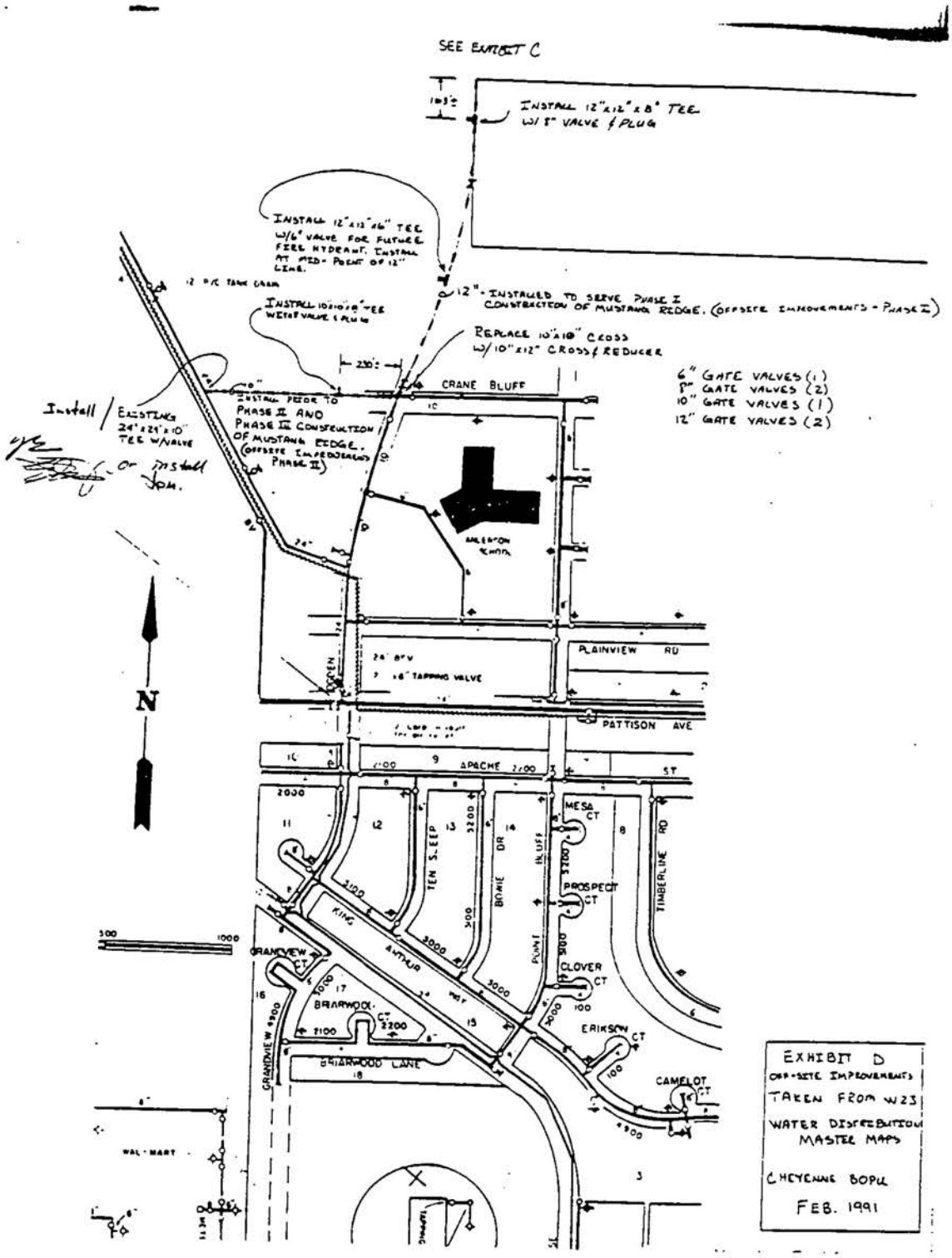
PREPARED JANUARY 1993

1314

STEIL SURVEYING SERVICES
REGISTERED LAND SURVEYORS


PHASE I LIMITS
PHASE II LIMITS
PHASE III LIMITS
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 7
BLOCK 8
BLOCK 9
BLOCK 10
BLOCK 11
BLOCK 12
MILDHORSE TRAIL
TRANQUILITY ROAD
RED CLOUD TRAIL
PAINTED HORSE TRAIL
BLOSSOM TRAIL
SKEETWATER TRAIL
STAMPEDE TRAIL
CHIEF WASHAKIE AVENUE
CONVERSE AVENUE
LEGEND
DANGER
PROJECT TITLE: MUSTANG RIDGE SUBDIVISION
WATER LINE & SIGNING MASTER PLAN
CLIENT: MUSTANG RIDGE LIMITED LIABILITY COMPANY
DESIGNED BY: J.K.M.
REVIEWED BY: J.K.M.
APPROVED BY: J.D.V.
DATE: JUNE 1993

BOOK 1359


SEE EXHIBIT C
INSTALL 12"x12"x8" TEE W/ 8" VALVE & PLUG
INSTALL 12"x12"x6" TEE W/6" VALVE FOR FUTURE FEED HYDRANT. INSTALL AT MID-POINT OF 12" LINE.
12" - INSTALLED TO SERVE PHASE I CONSTRUCTION OF MUSTANG RIDGE. (OFFSITE IMPROVEMENTS - PHASE II)
INSTALL 10"x10"x6" TEE W/6" VALVE (PLUG)
REPLACE 10"x10" CROSS W/10"x12" CROSS & REDUCER
6" GATE VALVES (1)
8" GATE VALVES (2)
10" GATE VALVES (1)
12" GATE VALVES (2)
Install / EXISTING 24"x24"x10" TEE W/VALVE
Or Install
CRANE BLUFF
INSTALL FEED TO PHASE II AND PHASE III CONSTRUCTION OF MUSTANG RIDGE. (OFFSITE IMPROVEMENTS PHASE II)
ABANDON MAIN
24" BFV
16" TAPPING VALVE
PLAINVIEW RD
PATTISON AVE
APACHE ST
MESA CT
PROSPECT CT
CLOVER CT
ERIKSON CT
CAMELOT CT
TIMBERLINE RD
TEN SLEEP
BOMBE DR
BLUFF POINT
KING ARTHUR
GRANDVIEW CT
BRIARWOOD CT
BRIARWOOD LANE
GRANDVIEW
WAL-MART
N
EXHIBIT D
OFF-SITE IMPROVEMENTS
TAKEN FROM W23
WATER DISTRIBUTION
MASTER MAPS
CHEYENNE BOPU
FEB. 1991

COPY TO ASSESSOR

RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.
'03 DEC 10 AM 9 05

AFFIDAVIT FOR THE ELIMINATION OF CERTAIN EASEMENTS
and
THE CREATION OF CERTAIN ROAD RESERVATIONS
contained within the
MUSTANG RIDGE SUBDIVISION

131869

It is the intent of this **Affidavit** to amend, revise, correct or further clarify and define certain easements and road reservations indicated on the **Mustang Ridge Subdivision** plat on record with the County Clerk's Office for Laramie County, Wyoming. The **Affidavit** is hereby caused by the desires and wishes of the ownership in fee simple of the lands embraced in the plat called **Mustang Ridge Subdivision** and by the parties with vested interest in specific easements on said plat, to properly eliminate, designate or allocate said easements and road reservations on affected lands contained in said plat prior to any land transfers.

The amendments, revisions or corrections are more particularly described as follows:

*The U.S. West requirement for rear yard and certain side yard tract easements are no longer valid or necessary due to the decision to participate with all other Utility Companies in a joint easement usage of the provided fifteen (15) foot wide Utility and Drainage Easements on all front tract lines, and lying adjacent to all dedicated rights-of-way within said subdivision, thus providing for their elimination.

The elimination of all sixteen (16) foot wide Utility Easements, centered eight (8) feet on either side of a common rear and/or side yard tract line, specifically located on:

-Said easement common to rear and/or side yards of Tracts 1-20, Block 2; and
-Tracts 1 & 2 and Tracts 7 & 8, Block 3 (both easements on common side yards); and
-Said easement common to rear and/or side yards of Tracts 1-15 and Tracts 17-19, Block 4; and
-Said easement common to rear and/or side yards of Tracts 1-8, Block 5; and
-Said easement common to rear and/or side yards of Tracts 1-6, Block 6; and
-Said easement common to rear and/or side yards of Tracts 2-8, Block 7; and
-Said easement common to rear and/or side yards of Tracts 2-6, Block 8; and
-Said easement common to rear and/or side yards of Tracts 1-10, Block 10; and
-Said easement common to rear and/or side yards of Tracts 1-17, Block 11.

*The elimination of certain twenty (20) foot wide Access, Utility and Drainage Easements, centered ten (10) feet on either side of a common side yard tract line, due to the position of U.S. West and the ownership's desire to eliminate any liability, ownership and/or maintenance constraints of accesses for the public between or through certain Blocks and/or properties. The easements to be eliminated are as follows:

-Said easement common to side yards of Tracts 7 & 8 and Tracts 17 & 18, Block 2; and
-Said easement common to side yards of Tracts 4 & 5 and Tracts 14 & 15, Block 4; and
-Said easement common to side yards of Tracts 4 & 5, Block 9; and
-Said easement common to side yards of Tracts 4 & 5 and Tracts 13 & 14, Block 11.

*The creation of and extension to the fifty (50) foot Road Reservation on the south boundary of said subdivision on Tracts 8-12, Block 9, for the purpose of reserving future

arterial right-of-way for the Cheyenne Area Transportation Planning Process' selected alignment of the Storey Boulevard Extension, established after the acceptance of said subdivision.

To meet the necessity for this Road Reservation extension and ensure compliance of the intent of the subdivision, Tracts 8-12, Block 9, tract lines have been adjusted to meet accepted plat density (acreage) requirements. The fifteen (15) foot wide Utility Easement on the south boundary of Tracts 8-12, Block 9, has been eliminated and is to be re-established on the north boundary line of the Road Reservation (Tract 19), and contained within Tracts 8-12, Block 9. The fifty (50) foot Road Reservation extension has been designated Tract 19, Block 9, similar to the Road Reservation shown as Tract 18, Block 9, Mustang Ridge Subdivision, for the purpose of deed transfers at a later date upon request of the City of Cheyenne or Laramie County.

*The Twenty-Five (25) foot wide Access, Utility and Drainage Easement contained within Tract 10, Block 9, has been revised from an easement to a tract number, Tract 20, and designated for the same purposes. This revision was made so a deed could be held in trust and not assigned or placed on the responsibility of an individual tract owner.

The "revised" Tracts 8-12, Block 9; the extension of Road Reservation (Tract 19); the "revised" acreage of each tract, including Tract 19 & 20; designation of Tract 20; and the location of the re-established fifteen (15) foot wide Utility Easement has been presented on the attached **Affidavit Exhibit Map**, Sheet 3 of 3, and made part of this **Affidavit** recording.

We, Mustang Ridge Limited Liability Company; William J. Edwards and Ned Murray Company, Edward F. Murray, Jr., partner, owners in fee simple of lands contained within **Mustang Ridge Subdivision** affected by such revisions and by the sole affected utility company, U.S. West; Jerome L. Niederriter, and being the designated representatives for each entity, do hereby consent to the above stated amendments, revisions and/or corrections and the filing of this **Affidavit** against the plat known and recorded as **Mustang Ridge Subdivision.**

U.S. West:

Jerome L. Niederriter

Mustang Ridge Limited Liability Company:

William J. Edwards, member

Ned Murray Co., member
Edward F. Murray, Jr., partner

ACKNOWLEDGMENT

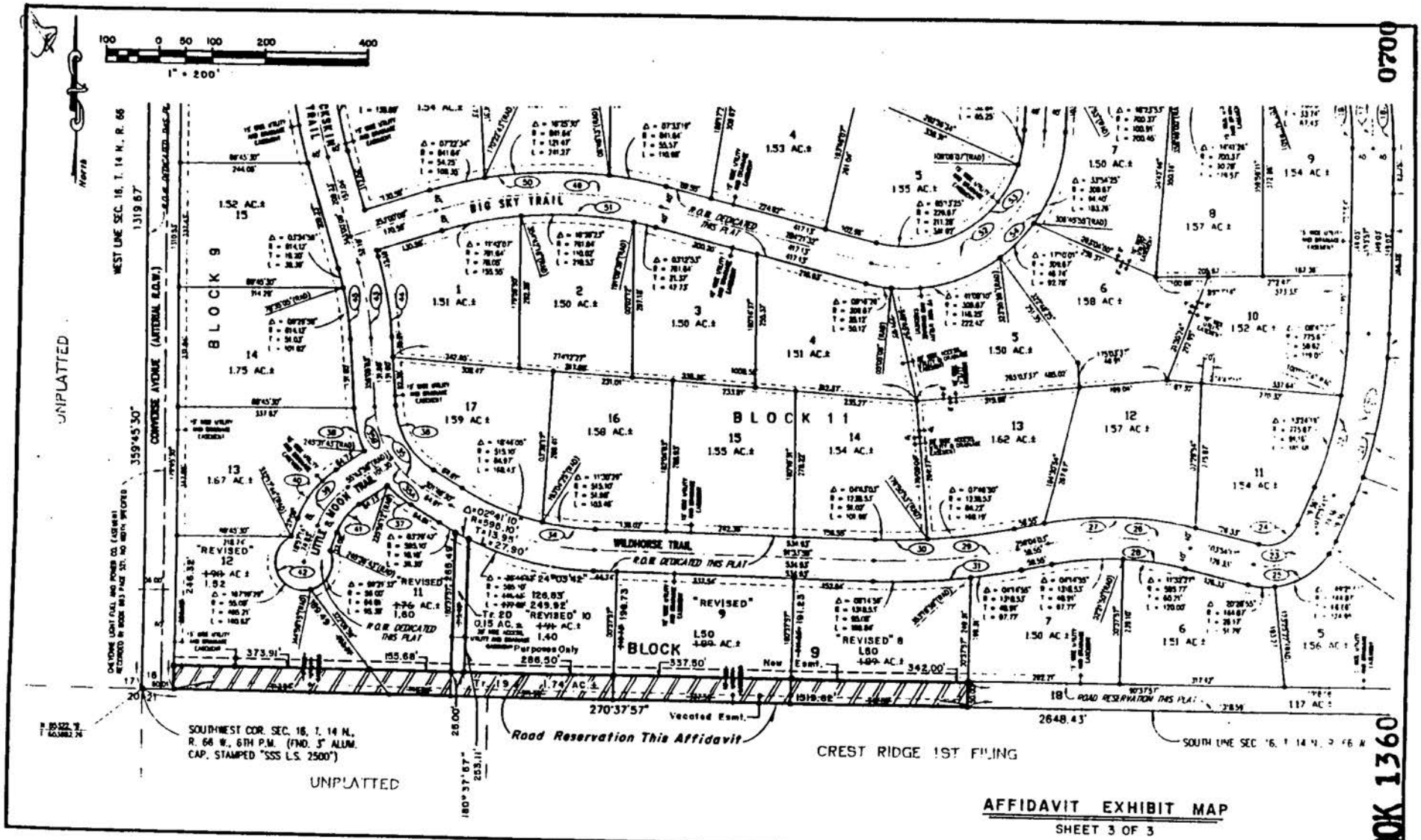
State of Wyoming)
) ss
County of Laramie)

JUDY P. SMITH - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES APR. 15, 1996

The foregoing instrument was acknowledged before me this 30 day of December, 1993, by Jerome L. Niederriter, representative of U.S. West and William J. Edwards and Edward F. Murray, Jr., partner, Ned Murray Company, members of Mustang Ridge Limited Liability Company. Witness my hand and official seal.

Judy P. Smith
Notary Public

My commission expires: 4-15-96



AFFIDAVIT EXHIBIT MAP

SHEET 3 OF 3

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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).

COPY TO ASSESSOR BA

132481

RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.
12-20-1993 4:13 PM.

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

MUSTANG RIDGE, LIMITED LIABILITY COMPANY
To
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS
OF
MUSTANG RIDGE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that Mustang Ridge Limited Liability Company, Grantor, the owner of all lands in Mustang Ridge Subdivision, a subdivision of approximately 280 acres developed by the undersigned and located in Laramie County, Wyoming, as the same is more particularly described to-wit:

> The west one-half (W1/2) of Section Sixteen, Township 14 North, Range 66 West of the 6th Principle Meridian, less Lots 1, 2 and 3 of North Ridge Subdivision, Laramie County, Wyoming;

does hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of use to which the Lots within MUSTANG RIDGE SUBDIVISION ("the Subdivision") may be put:

1. INTENT. It is the intent of these covenants to protect and enhance the value, desirability and attraction of the Mustang Ridge subdivision; to protect Lot owners from development and use of other Lots within the subdivision which may depreciate the value and/or restrict the use of their Lot(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the homes and improvements constructed on Lots of the subdivision; to encourage the construction and maintenance of appropriate structures and improvements; to insure and encourage the provision of adequate and suitable landscaping and to insure the proper location of improvements. The restrictions imposed by these covenants are intended to be kept to a minimum while preserving the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger. It is the further intent to provide by these covenants that disturbance of the natural environment be kept to a minimum.

2. RESTRICTIVE USE. All Lots within the Subdivision shall be known and described as residential Lots and will be restricted by covenants contained in these Declarations. Lots shall be used and occupied as residential home sites only. The owners of Lots within the subdivision shall have full enjoyment of the Lots, subject, however, to the covenants contained in this Declaration.

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3. ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee for the Subdivision is constituted. This committee is composed of Edward F. Murray, Jr., William J. Edwards and John F. Volk, or their successors as provided for herein. All notices to the Committee required herein shall be sent to "Architectural Control Committee-Mustang Ridge Subdivision, c/o John F. Volk, 222 East 18th Street, Cheyenne, WY 82001." All committee actions or decisions shall be by majority vote. A majority of 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 members shall have full authority to designate a successor. None of the members of the committee, nor its designated representative shall be entitled to compensation of any kind for services performed as a member of the Committee.

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. 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.

Upon the sale of all Lots by the Grantor, the rights and responsibilities of the Architectural Control Committee shall be assigned to and assumed by Mustang Ridge Homeowners Association, Inc.

4. PRIOR COMMITTEE APPROVAL REQUIRED. No building or improvement shall be constructed or erected upon any Lot within the Subdivision until the Architectural Control Committee has approved the construction plans and specifications submitted to it by the Lot Owner in the form and manner set forth herein. All submissions to the Committee must include, at a minimum:

a. A site plan showing the location of the structure(s) to be constructed on the Lot, the location and size of all roads, paths, driveways and sidewalks, the drainage across such Lot and any other site improvements which the applicant considers to be important and which are known to the applicant at the time of the the submission;

b. The floor plan of the structure(s) with square footage indicated;

c. A drawing showing the front, side and rear elevations of all structure(s); and

d. A description on the drawings or on a separate specification sheet of the type and color of all exterior finishes and materials and roofing materials.

The Committee reserves the right to require the applicant to submit such other information which it deems necessary for its determination. If the Committee seeks additional information, the time period for its decision shall not start until such information is received by the Committee. The Committee shall

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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 with existing structures and location 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 the Committee or its designated representative fails to approve or disapprove any such plan so submitted within thirty (30) days after receipt of all required information and any other information which the Committee may, in writing, require of applicant, Committee approval will not be required. In such event, the Committee's failure to approve or reject the application shall not constitute a waiver of the rights of the Committee, the Homeowner's Association or any Lot Owner to enjoin the construction of any structure which does not comply with any other provision of this Declaration.

In the event that any construction is commenced upon any Lot within the Subdivision without having first secured Committee approval, the Committee and /or the Homeowner's Association and/ or any owner of a Lot within the Subdivision 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.

5. DEVELOPER WATER SERVICES AGREEMENT. Attached hereto and incorporated herein as Attachment A by this reference is the Developer Water Services Agreement dated the 22th of November, 1993, by and between the City of Cheyenne and Grantor ("Agreement"). All Lots of the Subdivision are hereby bound to the terms of such Agreement, and any amendments thereto and all owners of Lots in the Subdivision, defined therein as USERS, are charged with notice of the requirements and restrictions of such Agreement as they apply to such USERS.

All conveyance documents from Grantor and all conveyances from the Grantees thereof to all subsequent Grantees shall set forth on the face of each such document, the terms of that "Covenant" attached to the Agreement as Exhibit "A".

6. USE OF LOTS. No structure other than one (1) private single family dwelling, together with a private attached garage for no more than 4 cars or a single family dwelling and a detached garage/outbuilding meeting the standards set forth below shall be constructed or erected on any of the Lots of the subdivision.. All construction shall be new and must comply with all applicable building codes, rules, regulations and requirements, all applicable zoning laws and the minimum building standards as set forth in this Declaration. No

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structure may be moved from any location outside the subdivision onto any Lot within the subdivision.

All detached garages or outbuildings shall meet the following minimum design and construction standards:

1. The maximum size of any detached outbuilding shall be 1200 sq. ft.;

2. Construction shall meet the same standards applicable to the primary residence set forth herein ;

3. The construction materials of such garage or outbuilding shall be the same quality, color and style as the primary residence;

4. The distance separating the outbuilding/garage from the primary residence shall be subject to the approval of the Architectural Control Committee, the intent being that all structures on a Lot shall appear to constitute an integrated unit; and

5. Construction of any detached garage or outbuilding may not precede but must be contemporaneous with or subsequent to the construction of the primary residence.

No activity of a noxious or offensive nature may be conducted upon any Lot in the subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. All dwellings, buildings and other improvements are to be kept in a state of good general condition and repair at all times.

Television antennas are prohibited. Specialty antennas utilized for purposes other than television must be approved by the Architectural Control Committee. Television satellite dishes may be allowed, but their location and the screening design must take into account adjacent Lot owners' views and the views from the public roadways which serve the subdivision. Approval for the installation of satellite dishes must be obtained by the Architectural Control Committee prior to any installation.

No Lot 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 or appliances and similar objects. 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 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.

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During construction, it shall be the Lot owner's responsibility to insure that all construction related trash, waste materials and debris are contained. All building materials must be secured and protected. The Lot Owner bears the responsibility to insure that at no time during or after construction will any trash, debris, or material of any kind be allowed to blow or be carried off of the Lot to other Lots, the subdivision's public road right-of-ways or onto other properties.

No business activity or home occupation uses shall be permitted upon any Lot in the subdivision.

7. FURTHER SUBDIVISION RESTRICTION. No Lot may be further divided into smaller lots.

8. TEMPORARY BUILDINGS. No structure of a temporary character, trailer, modular home, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any Lot 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 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. No mobile home shall be used as or converted to a permanent dwelling on any site.

9. MINIMUM SIZE. All single-story floor plans for the principal dwelling constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, basements, walk-out basements or attached garage, of One Thousand Seven Hundred square feet (1700 sq.'). Any multi-level floor plan constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, basements, walk out basements and attached garage, of Two Thousand Three Hundred square feet (2300 sq. '):

Blk 1; Lots 1-8
Blk 2; Lots 1-4 and 13-20
Blk 3 ; Lots 1-9
Blk 6 ; Lots 1-6
Blk 9 ; Lots 1-16

All single-story floor plans for the principal dwelling constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, basements, walk-out basements or attached garage, of Two Thousand square feet (2000 sq.'). Any multi-level floor plan constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, basements, walk out

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basements and attached garage, of Two Thousand Six Hundred square feet (2600 sq. '):

Blk 2 ; Lots 5-12	Blk 8 ; Lots 1-7
Blk 4 ; Lots 1-19	Blk 10 ; Lots 1-10
Blk 5 ; Lots 1-8	Blk 11 ; Lots 1-17
Blk 7 ; Lots 1-8	

10. CONSTRUCTION REQUIREMENTS. It is the intent of this Declaration that all dwellings within Mustang Ridge Subdivision be custom built and that no tract housing be constructed within the Subdivision. Accordingly, no proposed dwelling shall be substantially similar to a dwelling already existing or under construction in the subdivision. All exterior surface materials and roofing shall be subject to approval by the Architectural Control Committee. Unless otherwise approved by the Committee in writing, 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® brand (or equivalent product) or Timberline® asphalt brand (or equivalent or greater weight and grade product) shingles or as otherwise may be approved in writing by the Architectural Control Committee.

All dwellings and improvements shall be constructed to meet the minimum requirements of the Agreement and each of the following codes and regulations in effect at the time of such construction:

a. Uniform Building Code;
b. Uniform Plumbing Code;
c. Uniform Mechanical Code;
d. National Electrical Code;
e. Laramie County Department of Environmental Health regulations;
f. FHA building requirements; and
g. Paragraph 3 of the Agreement.

Once construction is begun on any residence, such construction shall be completed within one (1) year following the date on which such construction was commenced. The construction of all other improvements must be completed within the time period established by the Architectural Control Committee in its approval of such improvement.

Driveways and individual Lot access: Individual Lot access approaches and driveways which connect the primary dwelling to any public road, shall be constructed with a minimum surface a five inch (5") depth of Grading W type road base gravel. Individual access driveway approaches, defined as that portion of the access driveway which exists within the public road right-of-way, shall include the installation of a properly sized drainage culvert, and a surface of at least three inch (3") depth of asphalt installed over five inches (5") depth of Grading W type gravel. Construction of the access approach and driveway includes the culvert installation, the driveway earthwork or grading and the gravel surface portion as herein specified.

The described access approach and driveway must be constructed as the first Lot improvement and before any other construction shall be allowed to begin. In no case will mud or dirt be allowed to be tracked off of a Lot by any vehicle onto the subdivision's paved public roadways.

The time frame required for the three (3") inch asphalt to be installed on the access driveway approach portion will be within one (1) year after construction begins. Concrete may be approved as an alternative to the 3" asphalt.

11. LANDSCAPING. The first grantee of any Lot within the subdivision, shall be responsible for the installation and continued maintenance of landscaping upon such Lot in at least the minimum amounts set forth herein. Unless weather conditions prevent the completion of such landscaping requirements, installation of all required landscaping shall be completed within six (6) months after completion of construction of the primary residence. It is the intent of these covenants that landscaping be installed to enhance such Lot, the adjoining Lots and the subdivision; to provide drainage and erosion control and to achieve a harmonious and integrated appearance of such Lot with the adjoining Lots and the subdivision.

All surface areas within the boundaries of all Lots not otherwise occupied by structures or roads shall be covered with native ground cover or other grass of the owner's choice, trees, shrubs or other landscaping elements such as rocks, wood chips, bark and/or mulched or gravelled material.

Each Lot owner shall plant and maintain no less than twelve (12) trees of any variety which shall have the following minimum height requirements; any coniferous tree shall be no less than four(4) feet tall when planted and any deciduous tree shall be no less than eight (8) feet tall when planted. Nothing herein shall be construed to prohibit an owner from planting any number of trees less than such minimum height requirements in addition to the required twelve (12) trees which meet these minimum height requirements. No unsightly shelter or wind protection for trees such as used tires shall be permitted. Any trees which die shall be replaced with tree(s) of a height at least equal to the size of that required when originally planted.

No trees and or shrubs shall be planted in such a manner as to create a hedge which defines the boundaries of any Lot. This restriction shall not prevent the planting and maintenance of trees and/or shrubs as windbreaks or for privacy screening so long as such landscaping does not form a perimeter boarder of the Lot. In addition, landscaping and other improvements in general shall not be allowed in locations on Lots where their presence may interfere with necessary safe distance visual requirements at road intersections or driveways.

No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns which exist through the subdivision as a whole. Any proposed changes to the subdivision's natural or designed drainage patterns must be shown on any Lot Owner's

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application for approval of construction and must include a complete written definition of all proposed drainage changes.

12. SET-BACKS. No building shall be located on any Lot nearer than fifty (50) feet from any Lot line or road right-of-way. A variance may be granted for less than 50 feet at the discretion of the Architectural Control Committee.

13. SEPTIC SYSTEMS. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and/or of a type approved by the Laramie County Department of Environmental Health. Every Lot owner and/or their contractor must design and position the primary dwelling and other improvements on the Lot such that there exists adequate area for proper dimensions and distance separations for a complete septic system and an area designated as the location which can be utilized, if necessary, as a secondary drain field location.

Each Lot owner and/or their contractor must perform a percolation test at the site of the proposed drain field, and to provide the percolation test results to the Laramie County Department of Environmental Health. Application must be made to and a permit received from the Laramie County Department of Environmental Health for each septic system prior to the commencement of any construction of the residence and prior to the installation of any septic system.

No sewage, waste, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any drainage way in or adjacent to the subdivision. All toilet facilities must be a part of the residence or garage/outbuilding and shall be of a modern flush type and connected to a proper septic tank system, except for temporary, self contained toilet facilities utilized during construction.

14. SIGNS. Except for signs advertising the initial offering of the Subdivision. and the permanent identification, signage or landmarks installed by the Grantor which identify the subdivision , 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 of no more than 32 square feet used by a builder to advertise the property during the construction period. Upon completion of construction any such large construction sign shall be removed.

15. PETS AND ANIMALS. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. Pets must be under the control of the Owner at all times and will not be allowed to run free off the Owner's Lot. No livestock or fowl of any kind shall be permitted on any Lot. Operation of commercial riding stables and/or commercial boarding stables for horses or other livestock shall not be allowed. A maximum of four (4) domestic pets will be allowed to reside at each Lot. All Lot owners shall insure that any pets kept by such Owner shall not be a nuisance to any other Lot owner or resident. Pet kennels or dog runs may be permitted by the Architectural Control

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Committee through application, but all such structures shall be properly screened from the view of other Lot owners and/or public roads which serve the subdivision.

16. VEHICLES. No vehicles, except private passenger automobiles, light-duty trucks and/or vans and recreational-type vehicles, shall be parked or stored on any Lot or roadway of the subdivision. No parking shall be permitted on any designated bike path of the subdivision. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on a Lot 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 within the Subdivision. Owners of camp trailers, horse trailers, boats and boat trailers and any recreational vehicles larger than light-duty pickups and vans shall park such vehicles away from the general view of adjacent Lot owners and away from the roadway side of any residence.

17. MINERALS. No oil drilling, oil development operations, 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

18. EASEMENTS. Easements and rights of way as shown on the recorded plat are hereby reserved in this subdivision for underground wires, pipes, conduits, street 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.

19. CITY WATER SYSTEM. All Lots shall be served by the water system of the City of Cheyenne as set forth in the Agreement. No water wells of any sort shall be permitted so long as water service is being furnished by the City of Cheyenne Board of Public Utilities or its successor.

20. UNDERGROUND UTILITIES. All utility lines from the easement to the structure(s) on any Lot shall be underground and the responsibility of the Lot owner, builder and/or the utility company.

21. FENCING. It is the intent of these covenants to afford, create and maintain an open appearance to the subdivision's overall landscape. No fencing of any sort shall be permitted on any Lot within the subdivision except upon the prior written approval of the Architectural Control Committee and no perimeter fencing of the Lots, with the exception of fencing or screening of the subdivision's outer boundary, shall be permitted. Any fencing or screening of the subdivision's outer boundary shall require prior approval of the Architectural Control Committee. Fencing utilized for screening, privacy, wind protection, or other general purposes, all of which are required to be located close to the primary dwelling, may be allowed with approval by the Architectural Control Committee. The Architectural Control Committee shall evaluate any request for fencing upon

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a Lot to insure that any such fencing is compatible with the structure, the adjoining Lots and the subdivision and may deny any such request if the proposed fencing does not meet the Committee's requirement for fencing materials, height, location and esthetics.

22. HOMEOWNERS ASSOCIATION. The ownership of any Lot subject to this Declaration shall impose and confer upon any such Owner the obligations and benefits of membership in Mustang Ridge Homeowners Association, Inc., a Wyoming non-profit corporation, (the "Association"). The Association shall hold title to, maintain and manage certain real and personal property assets in, on and appurtenant to the Subdivision ("common areas"), including rights of way, bike paths, utilities and other assets; enforce this Declaration; assess its members for the costs of management and maintenance of the common areas; provide an organizational entity for other activities of the Lot owners and promote the common interests of its members.

23. 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 said Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended, except for ¶ 4 hereof, at any time, by an instrument signed by a at least 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.

24. ENFORCEMENT. This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the owner of any Lot subject to this Declaration or the Homeowners' Association 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 incurred by the Committee, the Homeowner's Association or Lot owner in such proceedings. 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 within this Declaration.

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

25. SEVERABILITY: Invalidation of any one of these restrictions by judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

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Dated this 22nd day of November 1993.

MUSTANG RIDGE, Limited Liability Company, GRANTOR

By:

Edward F. Murray, Jr., Member

John Volk, Member

William J. Edwards, Member

James Volk, Member

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by Edward F. Murray, Jr., this 22nd day of November 1993.

Witness my hand and official seal.

SHIRLEY A. WARNER - NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING My Commission Expires: September 17, 1995

Notary Public

My Commission Expires: 9-17-95

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by William J. Edwards, this 22nd day of November 1993.

Witness my hand and official seal.

SHIRLEY A. WARNER - NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING My Commission Expires: September 17, 1995

Notary Public

My Commission Expires: 9-17-95

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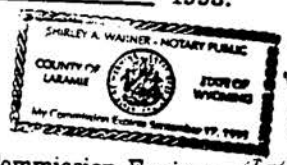
STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by John F. Volk, this 22nd day of November 1993.



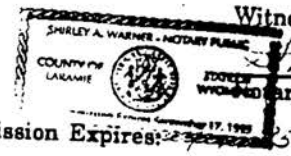
Witness my hand and official seal.

Shirley A. Warner
Notary Public

My Commission Expires: 9-17-95

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by James Volk, this 22nd day of November 1993.



Witness my hand and official seal.

Shirley A. Warner
Notary Public

My Commission Expires: 9-17-95

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DEVELOPER WATER SERVICES AGREEMENT

This agreement made this 22 day of November, 1993 between the City of Cheyenne, hereinafter referred to as the "CITY," a municipal corporation organized pursuant to the laws of the State of Wyoming, acting by and through its Board of Public Utilities, hereinafter referred to as the "BOPU," and Mustang Ridge Limited Liability Company, a Wyoming limited liability company, hereinafter referred to as the "DEVELOPERS."

WITNESSETH:

WHEREAS, the DEVELOPERS are the current owners of and are desirous of developing the property called Mustang Ridge Subdivision, hereinafter called "Subdivision," and described as follows:

> The West 1/2 of Section 16, Township 14 North, Range 66 West, 6th P.M. less lots 1, 2, and 3 of North Ridge Subdivision all in Laramie County Wyoming more particularly shown on the map attached hereto as Exhibit B and incorporated by this reference.

WHEREAS, the DEVELOPERS desire to construct a water supply distribution system to provide CITY water to lots within the Subdivision; and

WHEREAS, the USER(S), hereby defined as an owner of any specifically identified lot within the Subdivision, can utilize CITY water pursuant to the terms and conditions of this agreement;

WHEREAS, the BOPU has exclusive control of all CITY owned waterworks and operates the same for the CITY and may furnish surplus water to persons outside the CITY pursuant to WYO. STAT. § 15-7-404 (a) (1977) and Cheyenne City Code Chapter 44; and

WHEREAS, the BOPU and the DEVELOPERS executed a DEVELOPER WATER SERVICES AGREEMENT dated the 27th day of April, 1993 and now desire to execute this agreement in substitution thereof.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. The DEVELOPERS shall construct, at no cost to the BOPU, the following water supply distribution system which shall in all respects conform to the construction and design criteria as determined by the BOPU:

> Water Supply Lines, Water Distribution System, Water Service Lines, Fire Hydrants and all other appurtenances and protection devices as required by the BOPU for Mustang Ridge Subdivision, Laramie County, Wyoming more particularly set for on Exhibits C and D attached hereto and incorporated by this reference.

2. The BOPU shall allow the DEVELOPERS to connect the above-referenced water supply distribution system to the existing BOPU water distribution system at points determined by the BOPU.

3. The BOPU shall provide all necessary inspections for the construction and installation of water mains, fire hydrants and service line connections. The DEVELOPERS or USER(S) shall provide the BOPU with a certificate of compliance, signed in affidavit form by a contractor licensed in the CITY, verifying that all construction materials and trade installation of service lines, service line fittings, and termination points at or in USER(S) dwellings and at the location of the USER'(S) water meter are in accordance with applicable provisions of federal, state and local

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1308

codes, laws, and/or ordinances. Specific codes in effect include BOPU'S standards, Uniform Plumbing Code and Uniform Mechanical Codes. Specific reference shall be given stating that 1) there are no taps off of the service line between the water meter and the water main; 2) that a BOPU water meter has been installed; and 3) a backflow prevention device has been installed. Inspection fees to be paid by the DEVELOPERS and/or USER(S) shall compensate the BOPU at the then current inspection fee charged to in-CITY users. The cost of the water meters installed for each individual USER in the Subdivision will be paid for by BOPU not by DEVELOPERS.

4. Upon construction of said improvements as set forth in Exhibits C and D, and approval and acceptance thereof by the BOPU, the DEVELOPERS shall transfer ownership of all water mains and fire hydrants to the BOPU, together with all necessary easements and rights-of-way for the maintenance and operation of the same. The construction of said improvements in Exhibits C and D may be constructed, approved and accepted in phases. Exhibit C is divided into three phases and Exhibit D is divided into two phases. The DEVELOPERS shall construct Phase 1 of Exhibit C and Phase 1 of Exhibit D before the BOPU will provide service to Phase 1 of the Subdivision. The DEVELOPERS shall construct Phase 2 of Exhibit C and Phase 2 of Exhibit D before the BOPU will provide service to Phase 2 of the Subdivision. The DEVELOPERS shall construct Phase 3 of Exhibit C and Phase 2 of Exhibit D before the BOPU will provide service to Phase 3 of the Subdivision. DEVELOPERS shall have no additional construction requirements other than that as set forth in Exhibits C and D. The DEVELOPERS shall warrant the improvements for a two year period from the date of transfer. BOPU shall retain ownership of all improvements as set forth in Exhibits C and D and shall be responsible for the maintenance, repair and upkeep thereof. The DEVELOPERS and/or USER(S) shall retain ownership of all improvements from the point of tapping into the water mains and shall be responsible for the maintenance, repair and upkeep thereof.

5. The DEVELOPERS and USER(S) shall comply with all applicable federal, state and local laws, rules, regulations and ordinances governing water including but not limited to Cheyenne City Code Chapter 44. The DEVELOPERS and USER(S) shall comply with all technical codes applicable to in-CITY construction which use or connect to the water mains including the BOPU standards, Uniform Plumbing Code, and Uniform Mechanical Code. The DEVELOPERS AND USERS may install one inch services lines from a three-quarters inch service tap to a single family residence.

6. The DEVELOPERS and/or USER(S) shall pay 1.5 times the BOPU water rates presently in effect as adopted pursuant to Resolutions No. 3363 and 3365 for in-CITY users and shall be subject to all subsequent changes thereof. The DEVELOPERS and/or USER(S) shall also pay a fifty dollar ($50.00) administrative fee for each tap onto a water main. In the event the BOPU negotiates a different water rate with a similarly situated developer(s) and/or user(s), the BOPU, DEVELOPER and/or USER(S) agree to adjust the water rates in a manner consistent with that negotiated with the similarly situated developer(s) and/or user(s). In the event the BOPU negotiates a water agreement with a water district hereinafter created, the BOPU, DEVELOPERS and/or USER(S) agree to adjust the water rates in a manner consistent with the water rates charged by the district to the customers within said district. If annexation to the CITY takes place, the water rate and tap fees and other such charges will be not more than those charged to all other CITY USER(S).

7. The DEVELOPERS hereby consent to the annexation separately of each of the Phases 1, 2 and 3 (described in ¶4 and Exhibit C hereof) of the above-referenced Subdivision in the event said property qualifies for annexation to the CITY in accordance with WYO. STAT. § 15-1-402 (1977) and Cheyenne City Code Chapter 33 Article IV as the same may be hereafter amended and, by warranty

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deed covenants, will require USER(S) to consent to the terms and conditions of this agreement including the annexation of the above-referenced property which utilizes the water mains in the event said property qualifies for annexation to the CITY in accordance with WYO. STAT. § 15-1-402 and Cheyenne City Code Chapter 33 Article IV as the same may be hereafter amended.

8. No drilling of water wells will be allowed within the Subdivision so long as water service is furnished by the BOPU or its successors.

9. DEVELOPERS and USER(S) shall include the affirmative covenant attached hereto as Exhibit A and made a part hereof by this reference, with appropriate book and page numbers from the filing of this agreement with the Laramie County Clerk of Deeds, in all deeds from DEVELOPERS and USER(S) conveying property included in the Subdivision and hereby assign an equal right to the CITY to enforce the same.

10. The BOPU reserves the right to increase said water rate to 2.0 times the in-CITY rate or the maximum allowed by law to any property or lot within the Subdivision not annexed to the CITY if said property or lot qualifies for annexation to the CITY and the CITY requests such annexation.

11. The DEVELOPERS and USER(S) shall not be entitled to and hereby waive any right to reimbursement from the BOPU and CITY for the cost of constructing said water distribution system. The BOPU reserves all rights to use the water supply distribution system described in Exhibits C and D as part of its entire water supply distribution system as may be necessary to provide service to areas outside the Subdivision. DEVELOPERS shall not be entitled to be reimbursed for the cost of constructing the water distribution system by any developers, users, and entities outside the Subdivision for water service to other properties contiguous to the Subdivision, whether annexed or not, except to the extent that any current or hereafter established policy or city ordinance shall allow such reimbursement. DEVELOPERS are entitled to any reimbursement for the cost of constructing the Phase I and Phase II offsite improvements described in Exhibit D hereto as may be provided for in any agreement between DEVELOPERS and Frank M. Cole, Edward Cole, Lester Cole and other family members, trusts or entities.

12. The BOPU and CITY reserve all governmental/sovereign immunities as provided by law. The DEVELOPERS and USER(S) shall indemnify and hold harmless the BOPU and CITY, their officers, agents, employees and representatives from any claim or liability arising out of the failure to comply with the terms and conditions of this agreement or from any other action regarding the construction of said water distribution system.

13. If a provision, section, subsection, sentence, clause or phrase of this agreement is invalidated by any court of competent jurisdiction, such holding shall not affect the validity of the remainder of the agreement, which shall continue in full force and effect.

14. The terms and conditions contained herein shall be a covenant running with the land and shall extend to and be binding upon the DEVELOPERS and USER(S), their heirs, devisees, personal representatives, successors and assigns.

15. This agreement contains all the agreements of the representatives between the parties. None of the terms of this agreement shall be waived or modified to any extent, except by written instrument signed and delivered by both parties.

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16. This DEVELOPER WATER SERVICES AGREEMENT shall supercede the previous DEVELOPER WATER SERVICES AGREEMENT executed the 27th day of April, 1993 between the BOPU and DEVELOPERS.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

CHEYENNE BOARD OF PUBLIC UTILITIES

BY:

Jerome M. Mark

Jerome M. Mark, Director

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Jerome M. Mark, Director of Cheyenne Board of Public Utilities, this 18 day of November, 1993. Witness my hand and official seal.

MARJORIE L. STEEGE — NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires November 21, 1996

Marjorie L. Steege

Notary Public

My commission expires: 11/21/96

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DEVELOPERS:

MUSTANG RIDGE LIMITED LIABILITY COMPANY,
a Wyoming limited liability company

BY: _____
WILLIAM J. EDWARDS, Member

and

BY: NED MURRAY CO., Member

BY: _____
EDWARD F. MURRAY JR., PARTNER

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Edward F. Murray Jr., a partner of Ned Murray Co., and William J. Edwards, members of Mustang Ridge Limited Liability Company, a Wyoming limited liability company, this 22nd day of November, 1993. Witness my hand and official seal.

_____
Notary Public

SHIRLEY A. WARNER - NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
9-17-95

My commission expires: _____

EXHIBIT "A"

COVENANT

The above conveyance is expressly made subject to the terms and conditions of the DEVELOPER WATER SERVICES AGREEMENT recorded in book_____ and pages_____ with the Laramie County Clerk of Deeds, such terms and conditions to be binding upon and to be observed by the Grantee(s) herein (his, her, their) heirs, executors, administrators and assigns, and to run with and bind the land in favor of and to be enforceable by the Grantor and their legal representatives, heirs, successors and assigns including the City of Cheyenne, Wyoming. In the event of a violation or non-observance of the terms and conditions of said DEVELOPER WATER SERVICES AGREEMENT, the Grantor, their legal representatives, heirs, successors and assigns including the City of Cheyenne, Wyoming, shall have the right to enforce the same including but not limited to granting consent to the annexation on behalf of the Grantee(s); and no act or admission upon the part of any of the beneficiaries of this clause shall be a waiver of the operation or enforcement of such condition.

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DESCRIPTION

A tract of land situated in the West Half (W1/2) of Section 16, Township 14 North, Range 66 West of the 6th P.M., Laramie County, Wyoming, more particularly described as follows:

Beginning at the southwest corner of said Section 16, being monumented by a found 3" aluminum cap stamped "STEIL SURVEYING SERVICES LS 2500", thence on an azimuth of 359°45'30", (grid azimuth from north, City of Cheyenne Datum) along the west line of said Section 16, a distance of 1319.67 feet to the south right-of-way line of Tranquility Road; thence 89°48'26", along said south right-of-way line, a distance of 40.00 feet, thence 359°45'30", along the east right-of-way line of Converse Avenue, a distance of 3326.36 feet to the south line of "A Replat of North Ridge Subdivision", being monumented by a set 1-1/2" aluminum cap stamped "SSS LS 2500", thence 90°10'07", along the south line of said "A Replat of North Ridge Subdivision", a distance of 2629.30 feet to the southeast corner thereof, also being a point on the east line of said West Half of Section 16, being monumented by a set 1-1/2" aluminum cap stamped "SSS LS 2500", thence 180°01'03", along said east line, a distance of 4667.63 feet to the southeast corner of said West Half of Section 16, being monumented by a found 2" brass cap stamped "1/4 COR 16/21", thence 270°37'57", along the south line of said West Half of Section 16, a distance of 2648.43 feet to the point of beginning. Contaning 281.1877 acres more or less.

Subject to easements, restrictions, covenants, and encumbrances of record.

CERTIFICATE OF SURVEYOR

I, John A. Steil, Registered Professional Land Surveyor in the State of Wyoming, hereby certify, to the best of my knowledge, information and belief, that this map was prepared from field notes taken during an actual survey made 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.

1-27-93

RECORD OF SURVEY
FOR
MUSTANG RIDGE

SITUATED IN A PORTION OF THE W 1/2 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 66 WEST OF THE 6TH P.M., LARAMIE COUNTY, WYOMING.

PREPARED JANUARY 1993

0327

EXHIBIT B

BOOK 1361, 1314

BOOK 1359

STEIL SURVEYING SERVICES

REGISTERED LAND SURVEYORS

EXHIBIT C

PROJECT TITLE: MUSTANG RIDGE SUBDIVISION
WATER LINE & SIGNING MASTER PLAN
CLIENT: MUSTANG RIDGE LIMITED LIABILITY COMPANY

JOB NO: 2.1[illegible] DESIGNED BY: J.K.W.
SURVEYED BY: --- REVIEWED BY: J.K.W.
DRAWN BY: S.R. LANE APPROVED BY: J.D.V.
DATE: JUNE 1993

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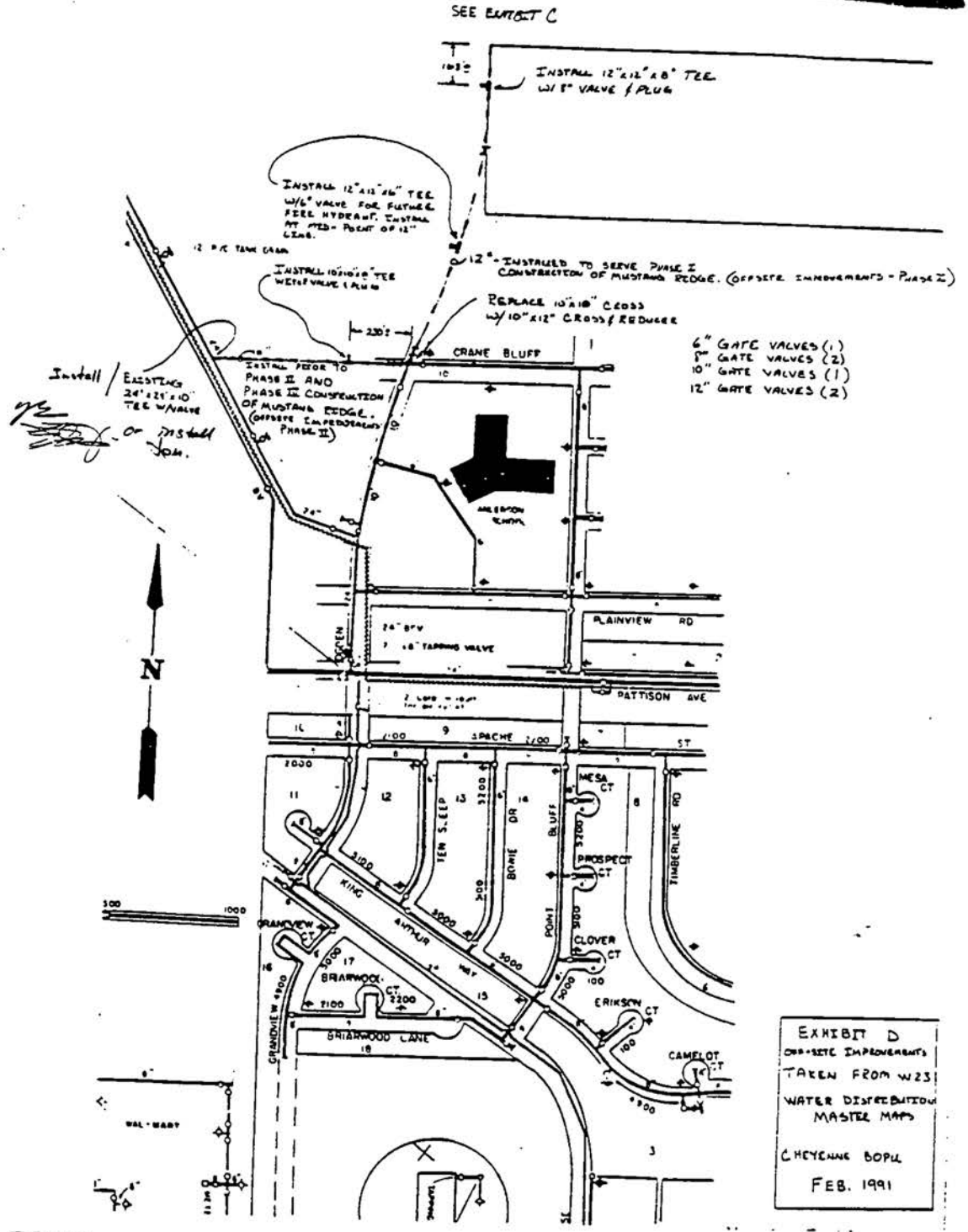

BOOK 1361
BOOK 1359

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COPY TO ASSESSOR

AN AFFIDAVIT TO AMEND AND ELIMINATE A PORTION OF A RECORDED AFFIDAVIT THAT CREATED A ROAD RESERVATION AND ADDITIONAL TRACT

within the

MUSTANG RIDGE SUBDIVISION

This **Affidavit** is hereby caused by the desires and wishes of the ownership in fee simple of the lands embraced in the plat called **Mustang Ridge Subdivision** to properly eliminate a new road reservation (Tract 19) against Tracts 8-12, Block 9, and a new tract (Tract 20) within Tract 10, Block 9, instead of the platted twenty-five (25) foot Access, Utility and Drainage Easement, created under the hereinbelow described affidavit.

It is the intent of this **Affidavit** to amend, revise or correct the recorded Affidavit, under Book 1360, Page 698-700, and return the affected Tracts hereinabove back to their original representation on the plat of **Mustang Ridge Subdivision**, contained in Plat Cabinet 6, Slot 112, at the County Clerk's Office for Laramie County, Wyoming, by the elimination from said Affidavit the following:

139100
LARAMIE COUNTY
CHEYENNE, WY.
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* The creation of and extension to the fifty (50) foot Road Reservation on the south boundary of said subdivision on Tracts 8-12, Block 9, for the purpose of reserving future arterial right-of-way for the Cheyenne Area Transportation Planning Process' selected alignment of the Storey Boulevard Extension, established after the acceptance of said subdivision.

  To meet the necessity for this Road Reservation extension and ensure compliance of the intent of the subdivision, Tracts 8-12, Block 9, tract lines have been adjusted to meet accepted plat density (acreage) requirements. The fifteen (15) foot wide Utility Easement on the south boundary of Tracts 8-12, Block 9, has been eliminated and is to be re-established on the north boundary line of the Road Reservation (Tract 19), and contained within Tracts 8-12, Block 9. The fifty (50) foot Road Reservation extension has been designated Tract 19, Block 9, similar to the Road Reservation shown as Tract 18, Block 9, Mustang Ridge Subdivision, for the purpose of deed transfers at a later date upon request of the City of Cheyenne or Laramie County.

* The twenty-five (25) foot wide Access, Utility and Drainage Easement contained within Tract 10, Block 9, has been revised from an easement to a tract number, Tract 20, and designated for the same purposes. This revision was made so a deed could be held in trust and not assigned or placed on the responsibility of an individual tract owner.

  The "revised" Tracts 8-12, Block 9; the extension of Road Reservation (Tract 19); the "revised" acreage of each tract, including Tract 19 & 20; designation of Tract 20; and the location of the re-established fifteen (15) foot wide Utility Easement has been presented on the attached Affidavit Exhibit Map, Sheet 3 of 3, and made part of this Affidavit recording.

We, Mustang Ridge Limited Liability Company; James D. Volk, John F. Volk, William J. Edwards and Ned Murray Co., Edward F. Murray, Jr., partner, members and owners in fee simple of lands contained within the **Mustang Ridge Subdivision**, do hereby consent to the above stated corrections with the filing of this **Affidavit** against the plat known and recorded as **Mustang Ridge Subdivision**.

Mustang Ridge Limited Liability Company:

James D. Volk, member

John F. Volk, member

William J. Edwards, member

Ned Murray Co., member
Edward F. Murray, Jr./ partner

ACKNOWLEDGMENT

State of Wyoming)
) ss
County of Laramie)

The foregoing instrument was acknowledged before me this 25th day of March, 1994, by James D. Volk, John F. Volk, William J. Edwards and Edward F. Murray, Jr., partner, Ned Murray Co., members of Mustang Ridge Limited Liability Company. Witness my hand and official seal.

Susan Sties

Notary Public

SUSAN STIES NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES APR 18, 1995

My commission expires: 4/18/95

RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.

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SUPPLEMENTAL AGREEMENT NO. ONE
TO
DEVELOPER WATER SERVICES AGREEMENT

This supplemental agreement made this 7 day of June, 1994 between the City of Cheyenne, hereinafter referred to as the "CITY," a municipal corporation organized pursuant to the laws of the State of Wyoming, acting by and through its Board of Public Utilities, hereinafter referred to as the "BOPU," and Mustang Ridge Limited Liability Company, a Wyoming limited liability company, hereinafter referred to as the "DEVELOPERS."

WITNESSETH:

WHEREAS, the DEVELOPERS and the BOPU executed a DEVELOPER WATER SERVICES AGREEMENT on November 22, 1993, recorded in Book 1361, Pages 0321 through 0329 and Book 1359, Pages 1308 through 1361 with the Laramie County, Wyoming, Clerk of Deeds, hereinafter referred to as "Agreement"; and

WHEREAS, the DEVELOPERS and the BOPU desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Section 4 of the Agreement, recorded in Book 1361, Page 0322, and Book 1359, Page 1309 shall be amended to read as follows:

"4. Upon construction of said improvements as set forth in Exhibits C and D, and approval and acceptance thereof by the BOPU, the DEVELOPERS shall transfer ownership of all water mains and fire hydrants to the BOPU, together with all necessary easements and rights-of-way for the maintenance and operation of the same. The construction of said improvements in Exhibits C and D may be constructed, approved and accepted in phases. DEVELOPERS shall have no additional construction requirements other than that as set forth in Exhibits C and D. The DEVELOPERS shall warrant the improvements for a two year period from the date of transfer. BOPU shall retain ownership of all improvements as set forth in Exhibits C and D and shall be responsible for the maintenance, repair and upkeep thereof. The DEVELOPERS and/or USER(S) shall retain ownership of all improvements from the point of tapping into the water mains and shall be responsible for the maintenance, repair and upkeep thereof."

2. The DEVELOPERS and BOPU hereby agree that "Offsite Improvements Phase II" as set forth on Exhibit D of the Agreement, recorded in Book 1361, Page 0329, and Book 1359, Page 1361 shall not be required and is hereby deleted.

3. This agreement contains all the amendments to the Agreement and none of the terms of this agreement shall be waived or modified to any extent, except by written instrument signed and delivered by both parties.

4. The Agreement shall otherwise remain in full force and effect unless agreed to in writing by the BOPU and DEVELOPERS.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

CHEYENNE BOARD OF PUBLIC UTILITIES

BY: Jerome M. Mark
Jerome M. Mark, Director

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Jerome M. Mark, Director of Cheyenne Board of Public Utilities, this 9th day of June, 1994. Witness my hand and official seal.

JILL M. FISCH - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires 1/12/98

Jill M. Fisch
Notary Public

My commission expires: 1-12-98

DEVELOPERS:

MUSTANG RIDGE LIMITED LIABILITY COMPANY, a Wyoming limited liability company

BY: _____
WILLIAM J. EDWARDS, Member

and

BY: NED MURRAY CO., Member

BY: _____
EDWARD F. MURRAY JR., PARTNER

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Edward F. Murray Jr., a partner of Ned Murray Co., and William J. Edwards, members of Mustang Ridge Limited Liability Company, a Wyoming limited liability company, this 9th day of June, 1994. Witness my hand and official seal.

SHIRLEY A. WARNER - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires September 17, 1995

Shirley A. Warner
Notary Public

My commission expires: 9-17-95

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COPY TO ASSESSOR

RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

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MUSTANG RIDGE, LIMITED LIABILITY COMPANY
To
THE PUBLIC

AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
OF
MUSTANG RIDGE SUBDIVISION

AMENDMENT dated this 6th day of July, 1994 to the Declaration of Protective Covenants of Mustang Ridge Subdivision filed for record with the Laramie County, Wyoming Clerk and ex-officio recorded of deeds on the 1st day of December, 1993 and recorded at Book 1359, Pages 1296 to 1316 ("Declaration") as follows:

Pursuant to Paragraph 23 of the Declaration, Grantor, being the owner of a majority of the lots of the Subdivision, hereby amends such Declaration to read as follows:

KNOW ALL MEN BY THESE PRESENTS, that Mustang Ridge Limited Liability Company, Grantor, the owner of all lands in Mustang Ridge Subdivision, a subdivision of approximately 280 acres developed by the undersigned and located in Laramie County, Wyoming, as the same is more particularly described to-wit:

> The west one-half (W1/2) of Section Sixteen, Township 14 North, Range 66 West of the 6th Principle Meridian, less Lots 1, 2 and 3 of North Ridge Subdivision, Laramie County, Wyoming;

does hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of use to which the Lots within MUSTANG RIDGE SUBDIVISION ("the Subdivision") may be put:

1. INTENT. It is the intent of these covenants to protect and enhance the value, desirability and attraction of the Mustang Ridge subdivision; to protect Lot owners from development and use of other Lots within the subdivision which may depreciate the value and/or restrict the use of their Lot(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the homes and improvements constructed on Lots of the subdivision; to encourage the construction and maintenance of appropriate structures and improvements; to insure and encourage the provision of adequate and suitable landscaping and to insure the proper location of improvements. The restrictions imposed by these covenants are intended to be kept to a minimum while preserving the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise

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).

and danger. It is the further intent to provide by these covenants that disturbance of the natural environment be kept to a minimum.

2. RESTRICTIVE USE. All Lots within the Subdivision shall be known and described as residential Lots and will be restricted by covenants contained in these Declarations. Lots shall be used and occupied as residential home sites only. The owners of Lots within the subdivision shall have full enjoyment of the Lots, subject, however, to the covenants contained in this Declaration.

3. ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee for the Subdivision is constituted. This committee is composed of Edward F. Murray, Jr., William J. Edwards and John F. Volk, or their successors as provided for herein. All notices to the Committee required herein shall be sent to "Architectural Control Committee-Mustang Ridge Subdivision, c/o John F. Volk, 222 East 18th Street, Cheyenne, WY 82001." All committee actions or decisions shall be by majority vote. A majority of 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 members shall have full authority to designate a successor. None of the members of the committee, nor its designated representative shall be entitled to compensation of any kind for services performed as a member of the Committee.

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. 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.

Upon the sale of all Lots by the Grantor, the rights and responsibilities of the Architectural Control Committee shall be assigned to and assumed by Mustang Ridge Homeowners Association, Inc.

4. PRIOR COMMITTEE APPROVAL REQUIRED. No building or improvement shall be constructed or erected upon any Lot within the Subdivision until the Architectural Control Committee has approved the construction plans and specifications submitted to it by the Lot Owner in the form and manner set forth herein. All submissions to the Committee must include, at a minimum:

a. A site plan showing the location of the structure(s) to be constructed on the Lot, the location and size of all roads, paths, driveways and sidewalks, the drainage across such Lot and any other site improvements which the applicant considers to be important and which are known to the applicant at the time of the the submission;

b. The floor plan of the structure(s) with square footage indicated;

c. A drawing showing the front, side and rear elevations of all structure(s); and

d. A description on the drawings or on a separate specification sheet of the type and color of all exterior finishes and materials and roofing materials.

The Committee reserves the right to require the applicant to submit such other information which it deems necessary for its determination. If the Committee seeks additional information, the time period for its decision shall not start until such information is received by the Committee. 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 with existing structures and location 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. The plans, specifications and any other documents and materials submitted for approval shall remain in the possession of the Committee.

In the event the Committee or its designated representative fails to approve or disapprove any such plan so submitted within thirty (30) days after receipt of all required information and any other information which the Committee may, in writing, require of applicant, Committee approval will not be required. In such event, the Committee's failure to approve or reject the application shall not constitute a waiver of the rights of the Committee, the Homeowner's Association or any Lot Owner to enjoin the construction of any structure which does not comply with any other provision of this Declaration.

In the event that any construction is commenced upon any Lot within the Subdivision without having first secured Committee approval, the Committee and /or the Homeowner's Association and/ or any owner of a Lot within the Subdivision 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.

5. DEVELOPER WATER SERVICES AGREEMENT. Incorporated herein by this reference are the Developer Water Services Agreement dated the 22nd of November, 1993, ("Agreement"), recorded at Book 1359, Pages 1308 through 1316 and the Supplemental Developer Water services Agreement dated the 9th day of June, 1994 ("Supplemental Agreement"), recorded at Book 1376, Pages 0671-0672, Laramie County deed records by and between the City of Cheyenne and Grantor. All Lots of the Subdivision are hereby bound to the terms of such Agreement and Supplemental Agreement, and any amendments thereto and all owners of Lots in the Subdivision, defined therein as USERS, are charged

with notice of the requirements and restrictions of such Agreement and Supplemental Agreement as they apply to such USERS.

All conveyance documents from Grantor and all conveyances from the Grantees thereof to all subsequent Grantees shall set forth on the face of each such document, the terms of that "Covenant" attached to the Agreement as Exhibit "A".

6. USE OF LOTS. No structure other than one (1) private single family dwelling, together with a private attached garage for no more than 4 cars or a single family dwelling and a detached garage/outbuilding meeting the standards set forth below shall be constructed or erected on any of the Lots of the subdivision.. All construction shall be new and must comply with all applicable building codes, rules, regulations and requirements, all applicable zoning laws and the minimum building standards as set forth in this Declaration. No structure may be moved from any location outside the subdivision onto any Lot within the subdivision.

All detached garages or outbuildings shall meet the following minimum design and construction standards:

1. The maximum size of any detached outbuilding shall be 1200 sq. ft.;

2. Construction shall meet the same standards applicable to the primary residence set forth herein ;

3. The construction materials of such garage or outbuilding shall be the same quality, color and style as the primary residence;

4. The distance separating the outbuilding/garage from the primary residence shall be subject to the approval of the Architectural Control Committee, the intent being that all structures on a Lot shall appear to constitute an integrated unit; and

5. Construction of any detached garage or outbuilding may not precede but must be contemporaneous with or subsequent to the construction of the primary residence.

No activity of a noxious or offensive nature may be conducted upon any Lot in the subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. All dwellings, buildings and other improvements are to be kept in a state of good general condition and repair at all times.

Television antennas are prohibited. Specialty antennas utilized for purposes other than television must be approved by the Architectural Control Committee. Television satellite dishes may be allowed, but their location and the screening design must take into account adjacent Lot owners' views and the views from the public roadways which serve the subdivision. Approval for the

installation of satellite dishes must be obtained by the Architectural Control Committee prior to any installation.

No Lot 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 or appliances and similar objects. 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 material shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises.

During construction, it shall be the Lot owner's responsibility to insure that all construction related trash, waste materials and debris are contained. All building materials must be secured and protected. The Lot Owner bears the responsibility to insure that at no time during or after construction will any trash, debris, or material of any kind be allowed to blow or be carried off of the Lot to other Lots, the subdivision's public road right-of-ways or onto other properties.

No business activity or home occupation uses shall be permitted upon any Lot in the subdivision.

7. FURTHER SUBDIVISION RESTRICTION. No Lot may be further divided into smaller lots.

8. TEMPORARY BUILDINGS. No structure of a temporary character, trailer, modular home, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any Lot 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 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. No mobile home shall be used as or converted to a permanent dwelling on any site.

9. MINIMUM SIZE. All single-story floor plans for the principal dwelling constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, basements, walk-out basements or attached garage, of One Thousand Eight Hundred square feet (1800 sq.'). Any multi-level floor plan constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of

porches, terraces, basements, walk out basements and attached garage, of Two Thousand Three Hundred square feet (2300 sq. '):

Blk 1; Lots 1-8	Blk 6 ; Lots 1-6
Blk 2; Lots 1-4 and 13-20	Blk 9 ; Lots 1-16
Blk 3 ; Lots 1-9	

All single-story floor plans for the principal dwelling constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, basements, walk-out basements or attached garage, of Two Thousand square feet (2000 sq.'). Any multi-level floor plan constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, basements, walk out basements and attached garage, of Two Thousand Six Hundred square feet (2600 sq. '):

Blk 2 ; Lots 5-12	Blk 8 ; Lots 1-7
Blk 4 ; Lots 1-19	Blk 10 ; Lots 1-10
Blk 5 ; Lots 1-8	Blk 11 ; Lots 1-17
Blk 7 ; Lots 1-8	

10. CONSTRUCTION REQUIREMENTS. It is the intent of this Declaration that all dwellings within Mustang Ridge Subdivision be custom built and that no tract housing be constructed within the Subdivision. Accordingly, no proposed dwelling shall be substantially similar to a dwelling already existing or under construction in the subdivision. All exterior surface materials and roofing shall be subject to approval by the Architectural Control Committee. Unless otherwise approved by the Committee in writing, 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® brand (or equivalent product) or Timberline® asphalt brand (or equivalent or greater weight and grade product) shingles or as otherwise may be approved in writing by the Architectural Control Committee.

All dwellings and improvements shall be constructed to meet the minimum requirements of the Agreement and each of the following codes and regulations in effect at the time of such construction:

a. Uniform Building Code;
b. Uniform Plumbing Code;
c. Uniform Mechanical Code;
d. National Electrical Code;
e. Laramie County Department of Environmental Health regulations;
f. FHA building requirements; and
g. Paragraph 3 of the Agreement.

Once construction is begun on any residence, such construction shall be completed within one (1) year following the date on which such construction was commenced. The construction of all other improvements must be completed

within the time period established by the Architectural Control Committee in its approval of such improvement.

Driveways and individual Lot access: Individual Lot access approaches and driveways which connect the primary dwelling to any public road, shall be constructed with a minimum surface a five inch (5") depth of Grading W type road base gravel. Individual access driveway approaches, defined as that portion of the access driveway which exists within the public road right-of-way, shall include the installation of a properly sized drainage culvert, and a surface of at least three inch (3") depth of asphalt installed over five inches (5") depth of Grading W type gravel. Construction of the access approach and driveway includes the culvert installation, the driveway earthwork or grading and the gravel surface portion as herein specified. Prior to all culvert installations, a driveway access permit must be acquired from the Laramie County Engineer's office setting forth the size of the culvert required. The culvert must be constructed according to the requirements of such permit or the standards set forth herein, whichever are greater. All culverts must be steel (CMP) or better quality with flare end sections (FE) required on all culverts.

The described access approach and driveway must be constructed as the first Lot improvement and before any other construction shall be allowed to begin. In no case will mud or dirt be allowed to be tracked off of a Lot by any vehicle onto the subdivision's paved public roadways.

The time frame required for the three (3") inch asphalt to be installed on the access driveway approach portion will be within one (1) year after construction begins. Concrete may be approved as an alternative to the 3" asphalt.

11. LANDSCAPING. The first grantee of any Lot within the subdivision, shall be responsible for the installation and continued maintenance of landscaping upon such Lot in at least the minimum amounts set forth herein. Unless weather conditions prevent the completion of such landscaping requirements, installation of all required landscaping shall be completed within six (6) months after completion of construction of the primary residence. It is the intent of these covenants that landscaping be installed to enhance such Lot, the adjoining Lots and the subdivision; to provide drainage and erosion control and to achieve a harmonious and integrated appearance of such Lot with the adjoining Lots and the subdivision.

All surface areas within the boundaries of all Lots not otherwise occupied by structures or roads shall be covered with native ground cover or other grass of the owner's choice, trees, shrubs or other landscaping elements such as rocks, wood chips, bark and/or mulched or gravelled material.

Each Lot owner shall plant and maintain no less than twelve (12) trees of any variety which shall have the following minimum height requirements; any coniferous tree shall be no less than four(4) feet tall when planted and any deciduous tree shall be no less than eight (8) feet tall when planted. Nothing herein shall be construed to prohibit an owner from planting any number of trees

less than such minimum height requirements in addition to the required twelve (12) trees which meet these minimum height requirements. No unsightly shelter or wind protection for trees such as used tires shall be permitted. Any trees which die shall be replaced with tree(s) of a height at least equal to the size of that required when originally planted.

No trees and or shrubs shall be planted in such a manner as to create a hedge which defines the boundaries of any Lot. This restriction shall not prevent the planting and maintenance of trees and/or shrubs as windbreaks or for privacy screening so long as such landscaping does not form a perimeter boarder of the Lot. In addition, landscaping and other improvements in general shall not be allowed in locations on Lots where their presence may interfere with necessary safe distance visual requirements at road intersections or driveways.

No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns which exist through the subdivision as a whole. Any proposed changes to the subdivision's natural or designed drainage patterns must be shown on any Lot Owner's application for approval of construction and must include a complete written definition of all proposed drainage changes.

12. SET-BACKS. No building shall be located on any Lot nearer than seventy-five (75) feet from any Lot line or road right-of-way. A variance may be granted for less than seventy-five (75) feet at the discretion of the Architectural Control Committee.

13. SEPTIC SYSTEMS. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and/or of a type approved by the Laramie County Department of Environmental Health. Every Lot owner and/or their contractor must design and position the primary dwelling and other improvements on the Lot such that there exists adequate area for proper dimensions and distance separations for a complete septic system and an area designated as the location which can be utilized, if necessary, as a secondary drain field location.

Each Lot owner and/or their contractor must perform a percolation test at the site of the proposed drain field, and to provide the percolation test results to the Laramie County Department of Environmental Health. Application must be made to and a permit received from the Laramie County Department of Environmental Health for each septic system prior to the commencement of any construction of the residence and prior to the installation of any septic system.

No sewage, waste, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any drainage way in or adjacent to the subdivision. All toilet facilities must be a part of the residence or garage/outbuilding and shall be of a modern flush type and connected to a proper septic tank system, except for temporary, self contained toilet facilities utilized during construction.

14. SIGNS. Except for signs advertising the initial offering of the Subdivision. and the permanent identification, signage or landmarks installed by the Grantor which identify the subdivision , 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 of no more than 32 square feet used by a builder to advertise the property during the construction period. Upon completion of construction any such large construction sign shall be removed.

15. PETS AND ANIMALS. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. Pets must be under the control of the Owner at all times and will not be allowed to run free off the Owner's Lot. No livestock or fowl of any kind shall be permitted on any Lot. Operation of commercial riding stables and/or commercial boarding stables for horses or other livestock shall not be allowed. A maximum of four (4) domestic pets will be allowed to reside at each Lot. All Lot owners shall insure that any pets kept by such Owner shall not be a nuisance to any other Lot owner or resident. Pet kennels or dog runs may be permitted by the Architectural Control Committee through application, but all such structures shall be properly screened from the view of other Lot owners and/or public roads which serve the subdivision.

16. VEHICLES. No vehicles, except private passenger automobiles, light-duty trucks and/or vans and recreational-type vehicles, shall be parked or stored on any Lot or roadway of the subdivision. No parking shall be permitted on any designated bike path of the subdivision. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on a Lot 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 within the Subdivision. Owners of camp trailers, horse trailers, boats and boat trailers and any recreational vehicles larger than light-duty pickups and vans shall park such vehicles away from the general view of adjacent Lot owners and away from the roadway side of any residence.

17. MINERALS. No oil drilling, oil development operations, 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

18. EASEMENTS. Easements and rights of way as shown on the recorded plat are hereby reserved in this subdivision for underground wires, pipes, conduits, street 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.

19. CITY WATER SYSTEM. All Lots shall be served by the water system of the City of Cheyenne as set forth in the Agreement. No water wells of

any sort shall be permitted so long as water service is being furnished by the City of Cheyenne Board of Public Utilities or its successor.

20. UNDERGROUND UTILITIES. All utility lines from the easement to the structure(s) on any Lot shall be underground and the responsibility of the Lot owner, builder and/or the utility company.

21. FENCING. It is the intent of these covenants to afford, create and maintain an open appearance to the subdivision's overall landscape. No fencing of any sort shall be permitted on any Lot within the subdivision except upon the prior written approval of the Architectural Control Committee and no perimeter fencing of the Lots, with the exception of fencing or screening of the subdivision's outer boundary, shall be permitted. Any fencing or screening of the subdivision's outer boundary shall require prior approval of the Architectural Control Committee. Fencing utilized for screening, privacy, wind protection, or other general purposes, all of which are required to be located close to the primary dwelling, may be allowed with approval by the Architectural Control Committee. The Architectural Control Committee shall evaluate any request for fencing upon a Lot to insure that any such fencing is compatible with the structure, the adjoining Lots and the subdivision and may deny any such request if the proposed fencing does not meet the Committee's requirement for fencing materials, height, location and esthetics.

22. HOMEOWNERS ASSOCIATION. The ownership of any Lot subject to this Declaration shall impose and confer upon any such Owner the obligations and benefits of membership in Mustang Ridge Homeowners Association, Inc., a Wyoming non-profit corporation, (the "Association"). The Association shall hold title to, maintain and manage certain real and personal property assets in, on and appurtenant to the Subdivision ("common areas"), including rights of way, bike paths, utilities and other assets; enforce this Declaration; assess its members for the costs of management and maintenance of the common areas; provide an organizational entity for other activities of the Lot owners and promote the common interests of its members.

23. 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 said Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended, except for ¶ 4 hereof, at any time, by an instrument signed by a at least 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.

24. ENFORCEMENT. This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the owner of any Lot subject to this Declaration or the Homeowners' Association 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 incurred by the Committee, the Homeowner's Association or Lot owner in such proceedings. 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 within this Declaration.

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

25. SEVERABILITY: Invalidation of any one of these restrictions by judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 11th day of July 1994.

MUSTANG RIDGE, Limited Liability Company, GRANTOR
By:

Edward F. Murray, Jr., Member

John Volk, Member

William J. Edwards, Member

James Volk, Member

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by Edward F. Murray, Jr., this 11 day of July 1994.

MARGARET M. WERTZ-NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JUL 13, 1995

Witness my hand and official seal.

Margaret M. Wertz
Notary Public

My Commission Expires: 7-13-95

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by William J. Edwards, this 6 day of July 1994.

MARGARET M. WERTZ-NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JUL. 13, 1995

Witness my hand and official seal.

Margaret M Wertz
Notary Public

My Commission Expires: 7-13-95

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by John F. Volk, this 6 day of July 1994.

MARGARET M. WERTZ-NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JUL. 13, 1995

Witness my hand and official seal.

Margaret M Wertz
Notary Public

My Commission Expires: 7-13-95

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by James Volk, this 6 day of July 1994.

MARGARET M. WERTZ-NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JUL. 13, 1995

Witness my hand and official seal.

Margaret M Wertz
Notary Public

My Commission Expires: 7-13-95

RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.

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146958

COPY TO ASSESSOR

KW

WARRANTY DEED

MUSTANG RIDGE LIMITED LIABILITY COMPANY, Grantor, 222 East 18TH Street, Cheyenne, Wyoming, 82001, for and in consideration of other valuable consideration and ten dollars ($10) in hand paid, conveys and warrants to

Claudia K. Kelly and Thomas A. Kelly, wife and husband,

Grantee, whose place of residence is

,

the following described real estate:

Lot 12, Block 9,
Mustang Ridge Subdivision, Laramie County, Wyoming

Grantor hereby covenants with the said Grantee that Grantor is lawfully seized of said premises; that they are free from encumbrances; and Grantor warrants the title thereto against the lawful claims of all persons whomsoever, except: restrictions, reservations, easements and encumbrances of record. Provided however that the premises are subject to:

A. The Declaration of Protective Covenants of Mustang Ridge Subdivision recorded with the Laramie County Clerk on 20 December 1993 in Book 1361, pp. 309-320;

B. The following covenant:

The above conveyance is expressly made subject to the terms and conditions of the DEVELOPER WATER SERVICES AGREEMENT recorded in book 1361 and page 0321 with the Laramie County Clerk of Deeds, such terms and conditions to be binding upon and to be observed by the Grantee(s) herein (his, her, their) heirs, executors, administrators and assigns, and to run with and bind the land in favor of and to be enforceable by the Grantor and their legal representatives, heirs, successors and assigns including the City of Cheyenne, Wyoming. In the event of a violation or non-observance of the terms and conditions of said DEVELOPER WATER SERVICES AGREEMENT, the Grantor, their legal representatives, heirs, successors and assigns including the City of Cheyenne, Wyoming, shall have the right to enforce the same including but not limited to granting consent to the annexation on behalf of the Grantee(s); and no act or admission upon the part of any of the beneficiaries of this clause shall be a waiver of the operation or enforcement of such condition.

Hereby releasing and waiving any and all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 15th day of July 1994.

MUSTANG RIDGE LIMITED LIABILITY COMPANY BY MEMBER: D&F Developers Limited Liability Company

BY MEMBER: _____
James D. Volk, Member

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by James D. Volk, Member, D&F Developers Limited Liability Company, Member of Mustang Ridge Limited Liability Company this 15th day of July 1994. Witness my hand and official seal. My commission expires: _____.

TINA M. EBERLE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAY 8, 1995

SEAL

_____
NOTARY PUBLIC

COPY TO ASSESSOR

RECEIVED
LARAMIE COUNTY CLERK
CHEYENNE, WY

1994 DEC 16 PM 4:35

WARRANTY DEED

155273

MUSTANG RIDGE LIMITED LIABILITY COMPANY, Grantor, 222 East 18TH Street, Cheyenne, Wyoming, 82001, for and in consideration of other valuable consideration and ten dollars ($10) in hand paid, conveys and warrants to Richland Homes, LLC Grantee, whose place of residence is _____, the following described real estate:

Lot 8, Block 9, Second Filing Mustang Ridge Subdivision, Laramie County, Wyoming

Grantor hereby covenants with the said Grantee that Grantor is lawfully seized of said premises; that they are free from encumbrances; and Grantor warrants the title thereto against the lawful claims of all persons whomsoever, except: restrictions, reservations, easements and encumbrances of record. Provided however that the premises are subject to:

A. The Declaration of Protective Covenants of Mustang Ridge Subdivision recorded with the Laramie County Clerk on 20 December 1993 in Book 1361, pp. 309-320;

B. The following covenant:

The above conveyance is expressly made subject to the terms and conditions of the DEVELOPER WATER SERVICES AGREEMENT recorded in book 1361 and page 0321 with the Laramie County Clerk of Deeds, such terms and conditions to be binding upon and to be observed by the Grantee(s) herein (his, her, their) heirs, executors, administrators and assigns, and to run with and bind the land in favor of and to be enforceable by the Grantor and their legal representatives, heirs, successors and assigns including the City of Cheyenne, Wyoming. In the event of a violation or non-observance of the terms and conditions of said DEVELOPER WATER SERVICES AGREEMENT, the Grantor, their legal representatives, heirs, successors and assigns including the City of Cheyenne, Wyoming, shall have the right to enforce the same including but not limited to granting consent to the annexation on behalf of the Grantee(s); and no act or admission upon the part of any of the beneficiaries of this clause shall be a waiver of the operation or enforcement of such condition.

Hereby releasing and waiving any and all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 16th day of December 1994.

MUSTANG RIDGE LIMITED LIABILITY COMPANY By Member: D&F Developers Limited Liability Company

BY MEMBER: John Volk

John F. Volk, Member

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by John F. Volk, Member, D&F Developers Limited Liability Company Member of Mustang Ridge Limited Liability Company this 16th day of December 1994. Witness my hand and official seal. My commission expires: 7-18-97.

BOOK 1389

SEAL

KRISTI JACKSON - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JULY 18, 1997

Kristi Jackson
NOTARY PUBLIC

1192

COPY TO ASSESSOR

APPROVED AS TO FORM ONLY:
DATE 4 Jan 95

"SUBSTITUTE ORDINANCE"

ORDINANCE NO. 3247

ENTITLED: "AN ORDINANCE ANNEXING TO THE CITY OF CHEYENNE, WYOMING, ALL OF MUSTANG RIDGE SUBDIVISION, LARAMIE COUNTY, WYOMING (LOCATED SOUTH OF FOUR MILE ROAD, BETWEEN CONVERSE AVENUE AND CHIEF WASHAKIE AVENUE".

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CHEYENNE, WYOMING:

Section 1. That the City of Cheyenne hereby finds as follows:

RECEIVED
LARAMIE COUNTY CLERK
CHEYENNE, WY
1995 JAN 18 PM 3:13
156577

(a) That Elizabeth R. Brady, Trustee of the Elizabeth R. Brady Revocable Trust Agreement, Charles A. Micale, Joan M. Micale, Robert Willits, Colleen M. Willits, Richard B. Wilson, Kimberley Naugle, Gertsch Partnership, A Wyoming Parnership, Betty Ann Volk, Trustee of the Betty Ann Volk Revocable Trust, Elizabeth Zerga, Thomas Jubin, Rick Johnston, Mary I. White, Ray and Judi Murphy, Mark D. and Kathryn E. Ziemann, Trustees of the Mark D. and Kathryn E. Ziemann Trust, Stanley T. and Sue M. Barnard, William J. Edwards, James D. Volk, John F. Volk, Mustang Ridge Limited Liability Co., A Wyoming LLC, Dale M. Von Krosigk and Fional A. Von Krosigk, C. Joe Harrell and Gabrielle C. Harrell and Ned Murray, Co., A Wyoming Partnership, owners of the property described as all of Mustang Ridge Subdivision, have petitioned the governing body of the City of Cheyenne to annex the real property described herein and to make it a part thereof; and

(b) That an accurate annexation map of said property accompanies this ordinance, said map prepared by James D. Voeller, a Registered Land Surveyor, No. 2617, in the State of Wyoming; and

(c) That the official plat of the above described real property is on file with the County Clerk and Ex-Officio Register of Deeds for Laramie County, Wyoming, showing the book and page number of said filing with the County Clerk, and is also on file with the office of the City Engineer; and

(d) That the annexation of said area is for the protection of health, safety, and welfare of the persons residing in the area and the City of Cheyenne; and

(e) That the urban development of the area sought to be annexed will constitute a natural geographical, economical and social part of the City of Cheyenne; and

(f) That the area is a logical and feasible addition to the City and that the extension of certain basic services such as a water systems, police and fire protection and other services customarily available in the City of Cheyenne can be furnished; and

(g) That the area is adjacent to the City of Cheyenne and is currently zoned District AR: Agricultural Residential, by the Laramie County Commissioners; and

(h) That the Cheyenne-Laramie County Regional Planning Commission has recommended this annexation to the governing body of the City of Cheyenne with the deferral of certain common public improvements, such as a sanitary sewer distribution system, street curbs, gutters, sidewalks and drainage facilities; and

(i) That the City of Cheyenne does not own or operate its own electrical utility, the governing body is prepared to designate a utility to serve the annexed area pursuant to W.S. 15-1-410, and to authorize the designated utility to serve the entire annexed area.

Section 2. That all of the real property described herein be an addition to the City of Cheyenne, Laramie County, Wyoming, and the same hereby is annexed as zoning District AR: AGRICULTURAL RESIDENTIAL, and as the represented lot sizes of the Mustang Ridge Subdivision, 1st and 2nd Filings, and shall become a part thereof. A division of any lot within the Mustang Ridge Subdivision, 1st and 2nd Filings, may constitute a requirement to re-zone and/or the installation of a public improvement.

Section 3. That all of the real property described herein be an addition to the City of Cheyenne, Laramie County, Wyoming, in its present state of rural residential street and water distribution system improvement. No owner of the real property described herein shall be required to install a sanitary sewer system or storm sewer system until and unless two (2) events occur: (1) the City of Cheyenne must have extended sanitary sewer distribution system and/or storm sewer distribution systems that facilitate natural gravity flow hook-ups for all of the real property described herein to one or more of the boundaries of the real property described herein; and (2) all of the real property described herein shall be declared unsafe for public health reasons. The provisions of Sections 33-57 through 33-59, 44-41 and 44-43 (as to septic tanks) of the Code of Ordinances of the City of Cheyenne are waived as to the real property described herein. If it is ever determined that public improvements are necessary, such action shall be taken by the Governing Body in accordance with the Wyoming Statutes and City of Cheyenne Ordinances relating to Improvement Districts, including but not limited to those statutes and ordinances currently codified at Chapters 6 and 7 of Title 15 of the Wyoming Statutes and Chapters 33, 40, 44 and 45 of the Code of Ordinances of the City of Cheyenne.

Section 4. That roads, water distribution system, individual water service lines and hook-ups and the water distribution appurtenances have been installed on only a portion of the real property described herein. As roads, water distribution systems, individual water service lines and hook-ups and the water distribution appurtenances are installed on the remainder of the real property described herein, such improvements shall be installed according to the same standards as previously imposed upon the owners for the improvements in place as of the effective date of this ordinance.

Section 5. That the City Clerk is directed to file an executed copy of the annexation ordinance and map with the County Clerk and Ex-Officio Register of Deeds for Laramie County, Wyoming, and shall also notify the City Engineer's Office to affix said property onto the official City Map.

Section 6. That this ordinance shall be in full force and effect upon publication of this ordinance.

FIRST READING: December 12, 1994

SECOND READING: December 27, 1994

THIRD AND FINAL READING: January 9, 1995

(SEAL) ATTEST:

LEO A. PANDO, MAYOR

CAROL A. INTLEKOFER, CITY CLERK

Published: Trib./Eagle: Jan. 18, 1995

RECORDED 4/10/2014 AT 11:21 AM REC# 635731 BK# 2384 PG# 1430
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 13

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

MUSTANG RIDGE, LIMITED LIABILITY COMPANY
To
THE PUBLIC

AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
OF
MUSTANG RIDGE SUBDIVISION, 2nd and 3rd filings

AMENDMENT dated this 2nd day of April, 2014 to the Declaration of Protective Covenants of Mustang Ridge Subdivision filed for record with the Laramie County, Wyoming Clerk and ex-officio record of deeds on the 1st day of December, 1993 and recorded at Book 1359, pages 1296 to 1316 ("Declaration") as follows:

Pursuant to Paragraph 23 of the Declaration, Grantor, being the owner of a majority of the lots of the Subdivision, hereby amends such Declaration to read as follows:

KNOW ALL MEN BY THESE PRESENTS, that Mustang Ridge Limited Liability Company, Grantor, the owner of all lands in Mustang Ridge Subdivision, a subdivision of approximately 280 acres developed by the undersigned and located in Laramie County, Wyoming, as the same is more particularly described to-wit:

The west one-half (W1/2) of Section Sixteen, Township 14 North, Range 66 West of the 6th Principle Meridian, less Lots 1, 2 and 3 of North Ridge Subdivision, Laramie County, Wyoming:

does hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of use to which the Lots within MUSTANG RIDGE SUBDIVISION ("the Subdivision") may be put:

1. INTENT. It is the intent of these covenants to protect and enhance the value, desirability and attraction of the Mustang Ridge subdivision; to protect Lot owners from development and use of other Lots within the subdivision which may depreciate the value and/or restrict the use of their Lot(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the homes and improvements constructed on Lots of the subdivision; to encourage the construction and maintenance of appropriate structures and improvements; to insure and encourage the provision of adequate and suitable landscaping and to insure the proper location of improvements. The restrictions imposed by these convents are intended to be kept to a minimum while preserving the

right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger. It is the further intent to provide by these covenants that disturbance of the natural environment be kept to a minimum.

2. RESTRICTIVE USE. All lots within the Subdivision shall be known and described as residential Lots and will be restricted by covenants contained in these Declarations. Lots shall be used and occupied as residential home sites only. The owners of Lots within the subdivision shall have full enjoyment of the Lots, subject, however, to the covenants contained in these Declaration.

3. ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee for the Subdivision is constituted. This committee is composed of Edward F Murray, Jr., William J. Edwards and John F. Volk, or their successors as provided for herein All notices to the Committee required herein shall be sent to "Architectural Control Committee-Mustang Ridge Subdivision, c/o John F. Volk, 222 East 18th Street, Cheyenne, WY 82001" All committee actions or decisions shall be by majority vote. A majority of 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 members shall have full authority to designate a successor. None of the members of the committee, nor its designated representative shall be entitled to compensation of any kind for services performed as a member of the Committee.

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. Any approval or permission granted by the committee shall not be construed to constitute approval or permission by any official or commission of any government agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant.

Upon the sale of all Lots by the Grantor, the rights and responsibilities of the Architectural Control Committee shall be assigned to and assumed by Mustang Ridge Homeowners Association, Inc.

4. PRIOR COMMITTEE APPROVAL REQUIRED. No building or improvement shall be constructed or erected upon any Lot within the Subdivision until the Architectural Control Committee has approved the construction plans and specifications submitted to it by the Lot Owner in the form and manner set forth herein. All submissions to the Committee must include, at a minimum:

a) A site plan showing the location of the structure(s) to be constructed on the Lot, the location and size of all roads, paths: driveways and sidewalks, the

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drainage across such Lot and any other site improvements which the applicant considers to be important and which are known to the applicant at the time of the submission;

b) The floor plan of the structure(s) with square footage indicated;

c) A drawing showing the front, side and rear elevations of all structure(s); and

d) A description on the drawings or on a separate specification sheet of the type and color of all exterior finishes and materials and roofing materials.

The Committee reserves the right to require the applicant to submit such other information which it deems necessary for its determination. If the Committee seeks additional information, the time period for its decision shall not start until such information is received by the Committee. 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 with existing structures and location with respect to topography and finish grad 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. The plans, specifications and any other documents and materials submitted for approval shall remain in the possession of the Committee.

In the event the Committee or its designated representative fails to approve or disapprove any such plan so submitted within thirty (30) days after receipt of all required information and any other information which the Committee may, in writing, require of applicant, Committee approval will not be required. In such event, the Committee's failure to approve or reject the application shall not constitute a waiver of the rights of the Committee, the Homeowners' Association or any Lot Owner to enjoin the construction of any structure which does not comply with any other provision of the Declaration.

In the event that any construction is commenced upon any Lot within the Subdivision without having first secured Committee approval, the Committee and/or the Homeowner's Association and/or any owner of a Lot within the Subdivision 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.

5. DEVELOPER WATER SERVICES AGREEMENT. Incorporated herein by this reference are the Developer Water Services Agreement dated the 22nd of

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November, 1993, ("Agreement"), recorded at Book 1359, Pages 1308 through 1316 and the Supplemental Developer Water services Agreement dated the 9th day of June, 1994 ("Supplemental Agreement"), recorded at Book 1376 Pages 0671-0672, Laramie County deed records by and between the City of Cheyenne and Grantor. All Lots of the Subdivision are hereby bound to the terms of such Agreements and Supplemental Agreement, and any amendments thereto and all owners of Lots in the Subdivision, defined therein as USERS, are charged with notice of the requirements and restrictions of such Agreement and Supplemental Agreement as they apply to such USERS.

All conveyance documents from Grantor and all conveyances from the Grantees thereof to all subsequent Grantees shall set forth on the face of each such document, the terms of that "Covenant" attached to the Agreement as Exhibit "A"

6. USE OF LOTS. No structure other than one (1) private single family dwelling, together with a private attached garage for no more than 4 cars or a single family dwelling and a detached garage/outbuilding meeting the standards set forth below shall be constructed or erected on any of the Lots of the subdivision. All construction shall be new and must comply with all applicable building codes, rules, regulations and requirements, all applicable zoning laws and the minimum building standards as set forth in this Declaration. "No structure may be moved from any location outside the subdivision onto any Lot within the subdivision.

All detached garages or outbuildings shall meet the following minimum design and construction standards.

(1) The maximum size of any detached outbuilding shall be 1200 sq. ft.:

(2) Construction shall meet the same standards applicable to the primary residence set forth herein;

(3) The construction materials of such garage or outbuilding shall be the same quality, color and style as the primary residence;

(4) The distance separating the outbuilding/garage from the primary residence shall be subject to the approval of the Architectural Control Committee, the intent being that all structures on a Lot shall appear to constitute an integrated unit; and

(5) Construction of any detached garage or outbuilding may not precede but must be contemporaneous with or subsequent to the construction of the primary residence.

No activity of a noxious or offensive nature may be conducted upon any Lot in the subdivision, nor shall any activity be permitted which may be or may

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become a nuisance or annoyance to the neighborhood. All dwellings, buildings and other improvements are to be kept in a state of good general condition and repair at all times.

Television antennas are prohibited. Specialty antennas utilized for purposes other than television must be approved by the Architectural Control Committee. Television satellite dishes may be allowed, but their location and the screening design must take into account adjacent Lot owners' views and the views from the public roadways which serve the subdivision. Approval for the installation of satellite dishes must be obtained by the Architectural Control Committee prior to any installation.

No Lot 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 or appliances and similar objects. 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 material shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises.

During construction, it shall be the Lot owner's responsibility to insure that all construction related trash, waste materials and debris are contained. All building materials must be secured and protected. The Lot Owner bears the responsibility to insure that at no time during or after construction will any trash, debris, or material of any kind be allowed to blow or be carried off of the Lot to other Lots, the subdivision's public road right-of-ways or onto other properties.

No business activity or home occupation uses shall be permitted upon any Lot in the subdivision which detracts from the tranquility of the neighborhood or external appearance of the property pursuant to the aforementioned content in this section.

7. FURTHER SUBDIVISION RESTRICTION. No Lot may be further divided into smaller lots.

8. TEMPORARY BUILDINGS. No structure of a temporary character, trailer, modular home, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any Lot 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

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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. No mobile home shall be used as or converted to a permanent dwelling on any site.

9. MINIMUM SIZE. All single-story floor plans for the principal dwelling constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, basements, walk-out basements or attached garage, of One Thousand Eight Hundred square feet (1800 sq.). Any multi-level floor plan constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, basements, walk out basements and attached garage, of Two Thousand Three Hundred square feet (2300 sq.):

Blk 1; Lots 1-8	Blk 6; Lots 1-6
Blk 2; Lots 1-4 and 13-20	Blk 9; Lots 1-16
Blk 3; Lots 1-9	

All single-story floor plans for the principal dwelling constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, basements, walk-out basements or attached garage, of Two Thousand square feet (2000 Sq.) Any multi-level floor plan constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, basements, walk out basements and attached garage, of Two Thousand Six Hundred square feet (2600 sq.)

Blk 2; Lots 5-12	Blk 8; Lots 1-7
Blk 4; Lots 1-19	Blk 10; Lots 1-10
Blk 5; Lots 1-8	Blk 11; Lots 1-17
Blk 7; Lots 1-8	

10. CONSTRUCTION REQUIREMENTS. It is the intent of this Declaration that all dwellings within Mustang Ridge Subdivision be custom built and that no tract housing be constructed within the Subdivision. Accordingly, no proposed dwelling shall be substantially similar to a dwelling already existing or under construction in the subdivision. All exterior surface materials and roofing shall be subject to approval by the Architectural Control Committee. Unless otherwise approved by the committee in writing, a dwelling must have no less than twenty-five (25%) of the exterior surface covered with appropriate masonry, excluding fireplaces. Roofing material must be shake shingles, Woodruff brand (or equivalent product) or

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Timberline asphalt brand (or equivalent or greater weight and grade product) shingles or as otherwise may be approved in writing by the Architectural Control Committee.

All dwellings and improvements shall be constructed to meet the minimum requirements of the Agreement and each of the following codes and regulations in effect at the time of such construction:

a. Uniform Building Code;
b. Uniform Plumbing Code
c. Uniform Mechanical Code
d. National Electrical Code
e. Laramie County Department of Environmental Health regulations;
f. FHA building requirements; and
g. Paragraph 3 of the Agreement.

Once construction is begun on any residence, such construction shall be completed within one (1) year following the date on which such construction was commenced. The construction of all other improvements must be completed within the time period established by the Architectural Control Committee in its approval of such improvement.

Driveways and individual Lot access: Individual Lot access approaches and driveways which connect the primary dwelling to any public road, shall be constructed with a minimum surface of five inch (5") depth of Grading W type road base gravel. Individual access driveway approaches, defined as that portion of the access driveway which exists within the public road right-of-way, shall include the installation of a properly sized drainage culvert, and a surface of at least three inch (3") depth of asphalt installed over five inches (5") depth of Grading W type gravel. Construction of the access approach and driveway includes the culvert installation, the driveway earthwork or grading and the gravel surface portion as herein specified. Prior to all culvert installations, a driveway access permit must be acquired from the Laramie County Engineer's office setting forth the size of the culvert required. The culvert must be constructed according to the requirements of such permit or the standards set forth herein, whichever are greater. All culverts must be steel (CMP) or better quality with flare and sections (FE) required on all culverts.

The described access approach and driveway must be constructed as the first Lot improvement and before any other construction shall be allowed to begin. In no case will mud or dirt be allowed to be tracked off of a Lot by any vehicle onto the subdivision's paved public roadways.

The time frame required for the three (3") inch asphalt to be installed on the access driveway approach portion will be within one (1) year after construction begins. Concrete may be approved as an alternative to the 3"asphalt.

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11. LANDSCAPING. The first grantee of any Lot within the subdivision, shall be responsible for the installation and continued maintenance of landscaping upon such Lot in at least the minimum amounts set forth herein. Unless weather conditions prevent the completion of such landscaping requirements, installation of all required landscaping shall be completed within six (6) months after completion of construction of the primary residence. It is the intent of these covenants that landscaping be installed to enhance such Lot, the adjoining Lots and the subdivision; to provide drainage and erosion control and to achieve a harmonious and integrated appearance of such Lot with the adjoining Lots and the subdivision.

All surface areas within the boundaries of all Lots not otherwise occupied by structures or roads shall be covered with native ground cover or other grass of the owner's choice, trees, shrubs or other landscaping elements such as rocks, wood chips, bark and /or mulched or graveled material.

Each Lot owner shall plant and maintain no less than twelve (12) trees of any variety which shall have the following minimum height requirements; any coniferous tree shall be no less than four (4) feet tall when planted and any deciduous tree shall be no less than eight (8) feet tall when planted. Nothing herein shall be construed to prohibit an owner from planting any number of trees less than such minimum height-requirements in addition to the required twelve (12) trees which meet these minimum height requirements. No unsightly shelter or wind protection for trees such as used tires shall be permitted. Any trees which die shall be replaced with tree(s) of a height at least equal to the size of that required when originally planted.

No trees and or shrubs shall be planted in such a manner as to create a hedge which defines the boundaries of any Lot. This restriction shall not prevent the planting and maintenance of trees and/or shrubs as windbreaks or for privacy screening so long as such landscaping does not form a perimeter border of the Lot. In addition, landscaping and other improvements in general shall not be allowed in locations on Lots where their presence may interfere with necessary safe distance visual requirements at road intersections or driveways.

No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns which exist through the subdivision as a whole. Any proposed changes to the subdivision's natural or designed drainage patterns must be shown on any Lot Owner's application for approval of construction and must include a complete written definition of all proposed drainage changes.

12. SET-BACKS. No building shall be located on any Lot nearer than seventy-five (75) feet from any lot-line or road right-of-way. A variance may be granted for less than seventy-five (75) feet at the discretion of the Architectural Control Committee ("ACC") but not prior to receiving input from the impacted adjacent property

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owner(s). The ACC shall use the input received from the impacted adjacent property owners(s) in their deliberations. The ACC will notify the affected property owner(s) in writing of their decision and the rationale behind it.

13. SEPTIC SYSTEMS. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and/or of a type approved by the Laramie County Department of Environmental Health. Every Lot owner and/or their contractor must design and position the primary dwelling and other improvements on the Lot such that there exists adequate area for proper dimensions and distance separations for a complete septic system and an area designated as the location which can be utilized, if necessary, as a secondary drain field location.

Each Lot owner and/or their contractor must perform a percolation test at the site of the proposed drain field, and to provide the percolation test results to the Laramie County Department of Environmental Health. Application must be made to and a permit received from the Laramie County Department of Environmental Health for each septic system prior to the commencement of any construction of the residence and prior to the installation of any septic system.

No sewage, waste, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any drainage way in or adjacent to the subdivision. All toilet facilities must be a part of the residence or garage/outbuilding and shall be of a modern flush type and connected to a proper septic tank system, except for temporary, self-contained toilet facilities utilized during construction.

14. SIGNS. Except for signs advertising the initial offering of the Subdivision, and the permanent identification, signage or landmarks installed by the Grantor which identify the subdivision, types of signs that may be displayed for public view on any residential Lot are signs that: advertise a home security system in use, electronic animal fences on the premises, advertise property for sale/rent or a political sign (which shall not be posted earlier that 30 days prior to an election and removed not later than two days after an election), the size of which in either case shall be no more than five (5) square feet, or except signs of no more than thirty-two (32) square feet used by a builder to advertise the property during the construction period. Upon completion of construction, such a large construction sign shall be removed.

15. PETS AND ANIMALS. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. Pets must be under the control of the Owner at all times and will not be allowed to run free off the Owner's Lot. No livestock or fowl of any kind shall be permitted on any Lot: Operation of commercial riding stables and/or commercial boarding stables for horses or other livestock shall not be allowed. A maximum of four (4) domestic pets will be allowed to reside at each Lot. All Lot owners shall insure that any pets kept by such Owner shall not be a nuisance to any other Lot owner or resident. Pet kennels or dog

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runs may be permitted by the Architectural Control Committee through application, but all such structures shall be properly screened from the view of other Lot owners and/or public roads which serve the subdivision.

16. VEHICLES. No vehicles, except private passenger automobiles, light-duty trucks and/or vans and recreational-type vehicles shall be parked or stored on any Lot or roadway of the subdivision. No parking shall be permitted on any designated bike path of the subdivision. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on a Lot 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 within the subdivision. Owners of camp trailers, horse trailers, boats and boat trailers and any recreational vehicles larger than light duty pickups and vans shall park such vehicles away from the general view of adjacent Lot owners and away from the roadway side of any residence.

17. MINERALS. No oil drilling, oil development operations, 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

18. EASEMENTS. Easements and rights of way as shown on the recorded plat are hereby reserved in this subdivision for underground wires, pipes, conduits, street 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.

19. CITY WATER SYSTEM. All Lots shall be served by the water system of the City of Cheyenne as set forth in the Agreement. No water wells of any sort shall be permitted so long as water service is being furnished by the City of Cheyenne Board of Public Utilities or its successor.

20. UNDERGROUND UTILITIES. All utility lines from the easement to the structure(s) on any Lot shall be underground and the responsibility of the Lot owner, builder and/or the utility company.

21. FENCING. It is the intent of these covenants to afford, create and maintain an open appearance to the subdivision's overall landscape. No fencing of any sort shall be permitted on any Lot within the subdivision except upon the prior written approval of the Architectural Control Committee and no perimeter fencing of the Lots, with the exception of fencing or screening of the subdivision's outer boundary, shall be

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permitted. Any fencing or screening of the subdivision's outer boundary shall require prior approval of the Architectural Control Committee. Fencing utilized for screening, privacy, wind protection, or other general purposes, all of which are required to be located close to the primary dwelling, may be allowed with approval by the Architectural Control Committee. The Architectural Control Committee shall evaluate any request for fencing upon a Lot to insure that any such fencing is compatible with the structure, the adjoining Lots and the subdivision and may deny any such request if the proposed fencing does not meet the Committee's requirement for fencing materials, height, location and esthetics.

22. HOMEOWNERS ASSOCIATION. The ownership of any Lot subject to this Declaration shall impose and confer upon any such Owner the obligations and benefits of membership in Mustang Ridge Homeowners Association, Inc., a Wyoming non-profit corporation, (the "Association"). The Association shall hold title to , maintain and manage certain real and personal property assets in, on and appurtenant to the Subdivision ("common areas"), including rights of way, bike paths, utilities and other assets; enforce this Declaration; assess its members for the costs of management and maintenance of the common areas; provide an organizational entity for other activities of the Lot owners and promote the common interests of its members.

23. 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 said Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended, except for ¶ 4 hereof, at any time, by an instrument signed by at least 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.

24. ENFORCEMENT. This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the owner of any Lot subject to this Declaration or the Homeowners' Association 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 the Declaration shall be responsible for the reasonable attorney's fees incurred by the Committee, the Homeowner's Association or Lot owner in such proceedings. The failure to enforce or cause the abatement of any violation of the 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 within this Declaration.

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

25. 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 2nd day of April, 2014.

MUSTANG RIDGE Limited Liability Company, GRANTOR By:

X _____
Alan J. Ose
President

X _____
Ken Horne
Vice-President

X _____
Steve Czerwinski
Secretary

X _____
Bobby Marcum
Treasurer

X _____
Terry Thomas
Member

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STATE OF WYOMING

COUNTY OF LARAMIE

This instrument was acknowledged before me on April 2, 2014 by Alan J. Ose, Ken Horne, Steve Czerwinski, Bobby Marcum, and Terry Thomas as Officers of Mustang Ridge Homeowners Association.

Candace A Kelch

Notary Public

[My commission expires: April 2, 2014]

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RECP #: 700308
RECORDED 1/18/2017 AT 9:48 AM BK# 2530 PG# 1914
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 13

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

MUSTANG RIDGE, LIMITED LIABILITY COMPANY
To
THE PUBLIC

AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
OF
MUSTANG RIDGE SUBDIVISION, 2nd and 3rd filings

AMENDMENT dated this 18 day of January, 2017 to the Declaration of Protective Covenants of Mustang Ridge Subdivision filed for record with the Laramie County, Wyoming Clerk and ex-officio record of deeds on the 1st day of December, 1993 and recorded at Book 1359, pages 1296 to 1316 ("Declaration") as follows:

Pursuant to Paragraph 23 of the Declaration, Grantor, being the owner of a majority of the lots of the Subdivision, hereby amends such Declaration to read as follows:

KNOW ALL MEN BY THESE PRESENTS, that Mustang Ridge Limited Liability Company, Grantor, the owner of all lands in Mustang Ridge Subdivision, a subdivision of approximately 280 acres developed by the undersigned and located in Laramie County, Wyoming, as the same is more particularly described to-wit:

The west one-half (W1/2) of Section Sixteen, Township 14 North,
Range 66 West of the 6th Principle Meridian, less Lots 1, 2 and
3 of North Ridge Subdivision, Laramie County, Wyoming:

does hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of use to which the Lots within MUSTANG RIDGE SUBDIVISION ("the Subdivision") may be put:

1. INTENT. It is the intent of these covenants to protect and enhance the value, desirability and attraction of the Mustang Ridge subdivision; to protect Lot owners from development and use of other Lots within the subdivision which may depreciate the value and/or restrict the use of their Lot(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the homes and improvements constructed on Lots of the subdivision; to encourage the construction and maintenance of appropriate structures and improvements; to insure and encourage the provision of adequate and suitable landscaping and to insure the proper location of improvements. The restrictions imposed by these convents are intended to be kept to a minimum while preserving the

right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger. It is the further intent to provide by these covenants that disturbance of the natural environment be kept to a minimum.

2. RESTRICTIVE USE. All lots within the Subdivision shall be known and described as residential Lots and will be restricted by covenants contained in these Declarations. Lots shall be used and occupied as residential home sites only. The owners of Lots within the subdivision shall have full enjoyment of the Lots, subject, however, to the covenants contained in these Declaration.

3. ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee for the Subdivision is constituted. This committee is composed of the Mustang Ridge Homeowner's Association Board of Directors. All notices to the Committee required herein shall be sent to "Architectural Control Committee - Mustang Ridge Homeowner's Association, P.O. Box 20346, Cheyenne, WY 82003." All committee actions or decisions shall be by majority vote. A majority of 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 members shall have full authority to designate a successor. None of the members of the committee, nor its designated representative shall be entitled to??

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. Any approval or permission granted by the committee shall not be construed to constitute approval or permission by any official or commission of any government agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant.

Upon the sale of all Lots by the Grantor, the rights and responsibilities of the Architectural Control Committee shall be assigned to and assumed by Mustang Ridge Homeowners Association, Inc.

4. PRIOR COMMITTEE APPROVAL REQUIRED. No building or improvement shall be constructed or erected upon any Lot within the Subdivision until the Architectural Control Committee has approved the construction plans and specifications submitted to it by the Lot Owner in the form and manner set forth herein. All submissions to the Committee must include, at a minimum:

a) A site plan showing the location of the structure(s) to be constructed on the Lot, the location and size of all roads, paths: driveways and sidewalks, the drainage across such Lot and any other site improvements which the applicant

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considers to be important and which are known to the applicant at the time of the submission;

b) The floor plan of the structure(s) with square footage indicated;

c) A drawing showing the front, side and rear elevations of all structure(s); and

d) A description on the drawings or on a separate specification sheet of the type and color of all exterior finishes and materials and roofing materials.

The Committee reserves the right to require the applicant to submit such other information which it deems necessary for its determination. If the Committee seeks additional information, the time period for its decision shall not start until such information is received by the Committee. 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 with existing structures and location with respect to topography and finish grad 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. The plans, specifications and any other documents and materials submitted for approval shall remain in the possession of the Committee.

In the event the Committee or its designated representative fails to approve or disapprove any such plan so submitted within thirty (30) days after receipt of all required information and any other information which the Committee may, in writing, require of applicant, Committee approval will not be required. In such event, the Committee's failure to approve or reject the application shall not constitute a waiver of the rights of the Committee, the Homeowners' Association or any Lot Owner to enjoin the construction of any structure which does not comply with any other provision of the Declaration.

In the event that any construction is commenced upon any Lot within the Subdivision without having first secured Committee approval, the Committee and/or the Homeowner's Association and/or any owner of a Lot within the Subdivision 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.

5. DEVELOPER WATER SERVICES AGREEMENT. Incorporated herein by this reference are the Developer Water Services Agreement dated the 22nd of November, 1993, ("Agreement"), recorded at Book 1359, Pages 1308 through 1316

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and the Supplemental Developer Water services Agreement dated the 9th day of June, 1994 ("Supplemental Agreement"), recorded at Book 1376 Pages 0671-0672, Laramie County deed records by and between the City of Cheyenne and Grantor. All Lots of the Subdivision are hereby bound to the terms of such Agreements and Supplemental Agreement, and any amendments thereto and all owners of Lots in the Subdivision, defined therein as USERS, are charged with notice of the requirements and restrictions of such Agreement and Supplemental Agreement as they apply to such USERS.

All conveyance documents from Grantor and all conveyances from the Grantees thereof to all subsequent Grantees shall set forth on the face of each such document, the terms of that "Covenant" attached to the Agreement as Exhibit "A"

6. USE OF LOTS. No structure other than one (1) private single family dwelling, together with a private attached garage for no more than 4 cars or a single-family dwelling and a detached garage/outbuilding meeting the standards set forth below shall be constructed or erected on any of the Lots of the subdivision. All construction shall be new and must comply with all applicable building codes, rules, regulations and requirements, all applicable zoning laws and the minimum building standards as set forth in this Declaration. "No structure may be moved from any location outside the subdivision onto any Lot within the subdivision.

All detached garages or outbuildings shall meet the following minimum design and construction standards.

(1) The maximum size of any detached outbuilding shall be 1200 sq. ft.:

(2) Construction shall meet the same standards applicable to the primary residence set forth herein;

(3) The construction materials of such garage or outbuilding shall be the same quality, color and style as the primary residence;

(4) The distance separating the outbuilding/garage from the primary residence shall be subject to the approval of the Architectural Control Committee, the intent being that all structures on a Lot shall appear to constitute an integrated unit; and

(5) Construction of any detached garage or outbuilding may not precede but must be contemporaneous with or subsequent to the construction of the primary residence.

No activity of a noxious or offensive nature may be conducted upon any Lot in the subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. All dwellings, buildings

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and other improvements are to be kept in a state of good general condition and repair at all times.

Television antennas are prohibited. Specialty antennas utilized for purposes other than television must be approved by the Architectural Control Committee. Television satellite dishes may be allowed, but their location and the screening design must take into account adjacent Lot owners' views and the views from the public roadways which serve the subdivision. Approval for the installation of satellite dishes must be obtained by the Architectural Control Committee prior to any installation.

No Lot 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 or appliances and similar objects. 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 material shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises.

During construction, it shall be the Lot owner's responsibility to ensure that all construction related trash, waste materials and debris are contained. All building materials must be secured and protected. The Lot Owner bears the responsibility to ensure that at no time during or after construction will any trash, debris, or material of any kind be allowed to blow or be carried off of the Lot to other Lots, the subdivision's public road right-of-ways or onto other properties.

No business activity or home occupation uses shall be permitted upon any Lot in the subdivision which detracts from the tranquility of the neighborhood or external appearance of the property pursuant to the aforementioned content in this section.

7. FURTHER SUBDIVISION RESTRICTION. No Lot may be further divided into smaller lots.

8. TEMPORARY BUILDINGS. No structure of a temporary character, trailer, modular home, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any Lot 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 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. No mobile home shall be used as or converted to a permanent dwelling on any site.

9. MINIMUM SIZE. All single-story floor plans for the principal dwelling constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, basements, walk-out basements or attached garage, of One Thousand Eight Hundred square feet (1800 sq.). Any multi-level floor plan constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, basements, walk out basements and attached garage, of Two Thousand Three Hundred square feet (2300 sq.):

Blk 1; Lots 1-8	Blk 6; Lots 1-6
Blk 2; Lots 1-4 and 13-20	Blk 9; Lots 1-16
Blk 3; Lots 1-9	

All single-story floor plans for the principal dwelling constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, basements, walk-out basements or attached garage, of Two Thousand square feet (2000 Sq.) Any multi-level floor plan constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, basements, walk out basements and attached garage, of Two Thousand Six Hundred square feet (2600 sq.)

Blk 2; Lots 5-12	Blk 8; Lots 1-7
Blk 4; Lots 1-19	Blk 10; Lots 1-10
Blk 5; Lots 1-8	Blk 11; Lots 1-17
Blk 7; Lots 1-8	

10. CONSTRUCTION REQUIREMENTS. It is the intent of this Declaration that all dwellings within Mustang Ridge Subdivision be custom built and that no tract housing be constructed within the Subdivision. Accordingly, no proposed dwelling shall be substantially similar to a dwelling already existing or under construction in the subdivision. All exterior surface materials and roofing shall be subject to approval by the Architectural Control Committee. Unless otherwise approved by the committee in writing, a dwelling must have no less than twenty-five (25%) of the exterior surface covered with appropriate masonry, excluding fireplaces. Roofing material must be shake shingles, Woodruff brand (or equivalent product) or

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Timberline asphalt brand (or equivalent or greater weight and grade product) shingles or as otherwise may be approved in writing by the Architectural Control Committee.

All dwellings and improvements shall be constructed to meet the minimum requirements of the Agreement and each of the following codes and regulations in effect at the time of such construction:

a. Uniform Building Code;
b. Uniform Plumbing Code
c. Uniform Mechanical Code
d. National Electrical Code
e. Laramie County Department of Environmental Health regulations;
f. FHA building requirements; and
g. Paragraph 3 of the Agreement.

Once construction is begun on any residence, such construction shall be completed within one (1) year following the date on which such construction was commenced. The construction of all other improvements must be completed within the time period established by the Architectural Control Committee in its approval of such improvement.

Driveways and individual Lot access: Individual Lot access approaches and driveways which connect the primary dwelling to any public road, shall be constructed with a minimum surface of five inch (5") depth of Grading W type road base gravel. Individual access driveway approaches, defined as that portion of the access driveway which exists within the public road right-of-way, shall include the installation of a properly sized drainage culvert, and a surface of at least three-inch (3") depth of asphalt installed over five inches (5") depth of Grading W type gravel. Construction of the access approach and driveway includes the culvert installation, the driveway earthwork or grading and the gravel surface portion as herein specified. Prior to all culvert installations, a driveway access permit must be acquired from the Laramie County Engineer's office setting forth the size of the culvert required. The culvert must be constructed according to the requirements of such permit or the standards set forth herein, whichever are greater. All culverts must be steel (CMP) or better quality with flare and sections (FE) required on all culverts.

The described access approach and driveway must be constructed as the first Lot improvement and before any other construction shall be allowed to begin. In no case will mud or dirt be allowed to be tracked off of a Lot by any vehicle onto the subdivision's paved public roadways.

The time frame required for the three (3") inch asphalt to be installed on the access driveway approach portion will be within one (1) year after construction begins. Concrete may be approved as an alternative to the 3" asphalt.

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11. LANDSCAPING. The first grantee of any Lot within the subdivision, shall be responsible for the installation and continued maintenance of landscaping upon such Lot in at least the minimum amounts set forth herein. Unless weather conditions prevent the completion of such landscaping requirements, installation of all required landscaping shall be completed within six (6) months after completion of construction of the primary residence. It is the intent of these covenants that landscaping be installed to enhance such Lot, the adjoining Lots and the subdivision; to provide drainage and erosion control and to achieve a harmonious and integrated appearance of such Lot with the adjoining Lots and the subdivision.

All surface areas within the boundaries of all Lots not otherwise occupied by structures or roads shall be covered with native ground cover or other grass of the owner's choice, trees, shrubs or other landscaping elements such as rocks, wood chips, bark and /or mulched or graveled material.

Each Lot owner shall plant and maintain no less than twelve (12) trees of any variety which shall have the following minimum height requirements; any coniferous tree shall be no less than four (4) feet tall when planted and any deciduous tree shall be no less than eight (8) feet tall when planted. Nothing herein shall be construed to prohibit an owner from planting any number of trees less than such minimum height-requirements in addition to the required twelve (12) trees which meet these minimum height requirements. No unsightly shelter or wind protection for trees such as used tires shall be permitted. Any trees which die shall be replaced with tree(s) of a height at least equal to the size of that required when originally planted.

No trees and or shrubs shall be planted in such a manner as to create a hedge which defines the boundaries of any Lot. This restriction shall not prevent the planting and maintenance of trees and/or shrubs as windbreaks or for privacy screening so long as such landscaping does not form a perimeter border of the Lot. In addition, landscaping and other improvements in general shall not be allowed in locations on Lots where their presence may interfere with necessary safe distance visual requirements at road intersections or driveways.

No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns which exist through the subdivision as a whole. Any proposed changes to the subdivision's natural or designed drainage patterns must be shown on any Lot Owner's application for approval of construction and must include a complete written definition of all proposed drainage changes.

12. SET-BACKS. No building shall be located on any Lot nearer than seventy-five (75) feet from any lot-line or road right-of-way. A variance may be granted for less than seventy-five (75) feet at the discretion of the Architectural Control Committee ("ACC") but not prior to receiving input from the impacted adjacent property

owner(s). The ACC shall use the input received from the impacted adjacent property owners(s) in their deliberations. The ACC will notify the affected property owner(s) in writing of their decision and the rationale behind it.

13. SEPTIC SYSTEMS. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and/or of a type approved by the Laramie County Department of Environmental Health. Every Lot owner and/or their contractor must design and position the primary dwelling and other improvements on the Lot such that there exists adequate area for proper dimensions and distance separations for a complete septic system and an area designated as the location which can be utilized, if necessary, as a secondary drain field location.

Each Lot owner and/or their contractor must perform a percolation test at the site of the proposed drain field, and to provide the percolation test results to the Laramie County Department of Environmental Health. Application must be made to and a permit received from the Laramie County Department of Environmental Health for each septic system prior to the commencement of any construction of the residence and prior to the installation of any septic system.

No sewage, waste, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any drainage way in or adjacent to the subdivision. All toilet facilities must be a part of the residence or garage/outbuilding and shall be of a modern flush type and connected to a proper septic tank system, except for temporary, self-contained toilet facilities utilized during construction.

14. SIGNS. Except for signs advertising the initial offering of the Subdivision, and the permanent identification, signage or landmarks installed by the Grantor which identify the subdivision, types of signs that may be displayed for public view on any residential Lot are signs that: advertise a home security system in use, electronic animal fences on the premises, advertise property for sale/rent or a political sign (which shall not be posted earlier that 30 days prior to an election and removed not later than two days after an election), the size of which in either case shall be no more than five (5) square feet, or except signs of no more than thirty-two (32) square feet used by a builder to advertise the property during the construction period. Upon completion of construction, such a large construction sign shall be removed.

15. PETS AND ANIMALS. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. Pets must be under the control of the Owner at all times and will not be allowed to run free off the Owner's Lot. No livestock or fowl of any kind shall be permitted on any Lot: Operation of commercial riding stables and/or commercial boarding stables for horses or other livestock shall not be allowed. A maximum of four (4) domestic pets will be allowed to reside at each Lot. All Lot owners shall insure that any pets kept by such Owner shall not be a nuisance to any other Lot owner or resident. Pet kennels or dog

runs may be permitted by the Architectural Control Committee through application, but all such structures shall be properly screened from the view of other Lot owners and/or public roads which serve the subdivision.

16. VEHICLES. No vehicles, except private passenger automobiles, light-duty trucks and/or vans and recreational-type vehicles shall be parked or stored on any Lot or roadway of the subdivision except as provided below. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on a Lot 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. Trailers, boats and any recreational vehicles larger than light duty pickups and vans must be parked away from the general view of adjacent Lot owners and away from the roadway side of any residence, except for the following: Such vehicles may be parked on a lot in the subdivision for no more than 144 hours (6 days) annually. Exceptions must be approved by the MRHOA Board Architectural Control Committee in writing. As in all other covenant violations, persistent non-compliance will ultimately result in legal action.

17. MINERALS. No oil drilling, oil development operations, 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

18. EASEMENTS. Easements and rights of way as shown on the recorded plat are hereby reserved in this subdivision for underground wires, pipes, conduits, street 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.

19. CITY WATER SYSTEM. All Lots shall be served by the water system of the City of Cheyenne as set forth in the Agreement. No water wells of any sort shall be permitted so long as water service is being furnished by the City of Cheyenne Board of Public Utilities or its successor.

20. UNDERGROUND UTILITIES. All utility lines from the easement to the structure(s) on any Lot shall be underground and the responsibility of the Lot owner, builder and/or the utility company.

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21. FENCING. It is the intent of these covenants to afford, create and maintain an open appearance to the subdivision's overall landscape. No fencing of any sort shall be permitted on any Lot within the subdivision except upon the prior written approval of the Architectural Control Committee and no perimeter fencing of the Lots, with the exception of fencing or screening of the subdivision's outer boundary, shall be permitted. Any fencing or screening of the subdivision's outer boundary shall require prior approval of the Architectural Control Committee. Fencing utilized for screening, privacy, wind protection, or other general purposes, all of which are required to be located close to the primary dwelling, may be allowed with approval by the Architectural Control Committee. The Architectural Control Committee shall evaluate any request for fencing upon a Lot to ensure that any such fencing is compatible with the structure, the adjoining Lots and the subdivision and may deny any such request if the proposed fencing does not meet the Committee's requirement for fencing materials, height, location and esthetics.

22. HOMEOWNERS ASSOCIATION. The ownership of any Lot subject to this Declaration shall impose and confer upon any such Owner the obligations and benefits of membership in Mustang Ridge Homeowners Association, Inc., a Wyoming non-profit corporation, (the "Association"). The Association shall hold title to , maintain and manage certain real and personal property assets in, on and appurtenant to the Subdivision ("common areas"), including rights of way, bike paths, utilities and other assets; enforce this Declaration; assess its members for the costs of management and maintenance of the common areas; provide an organizational entity for other activities of the Lot owners and promote the common interests of its members.

23. 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 said Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended, except for ¶ 4 hereof, at any time, by an instrument signed by at least 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.

24. ENFORCEMENT. This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the owner of any Lot subject to this Declaration or the Homeowners' Association 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 the Declaration shall be responsible for the reasonable attorney's fees

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incurred by the Committee, the Homeowner's Association or Lot owner in such proceedings. The failure to enforce or cause the abatement of any violation of the 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 within this Declaration.

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

25. 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 18th day of JAN. 2017.

MUSTANG RIDGE Limited Liability Company, GRANTOR By:

Dale Wilen,
President

Ken Horne,
Vice-President

Bobby Mareum,
Treasurer

James Headstream,
Chairman, Architectural Control Committee

Steve Czerwinski,
Secretary

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STATE OF WYOMING

COUNTY OF LARAMIE

This instrument was acknowledged before on Jan. 18th, 2017 by Dale Wilen, Ken Horne, Bobby Marcum, James Headstream and Steve Czerwinski as Officers of Mustang Ridge Homeowners Association.

Heidi J. Gusea

Notary Public

[My commission expires: 11-1-2018]

HEIDI J. GUSEA · NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
MY COMMISSION EXPIRES 11-1-2018

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