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 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 22nd 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.').

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<th>Blk 1: Lots 1-8</th>
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<td>Blk 2: Lots 1-4 and 13-20</td>
<td>Blk 9: Lots 1-16</td>
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<td>Blk 3: Lots 1-9</td>
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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.):

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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.

6
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, GRANTEE
By:

Edward F. Murray, Jr., Member
John Volk, Member

William J. Edwards, Member
James Volk, Member

STATE OF WYOMING
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.

My Commission Expires: 9-17-40

STATE OF WYOMING
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.

My Commission Expires: 9-17-45

11
STATE OF WYOMING
COUNTY OF LARAMIE

The foregoing was acknowledged before me by John F. Volk, this ___ day
of December 1993.

Witness my hand and official seal.

Notary Public

My Commission Expires: 9/17/95

STATE OF WYOMING
COUNTY OF LARAMIE

The foregoing was acknowledged before me by James Volk, this ___ day
of December 1993.

Witness my hand and official seal.

Notary Public

My Commission Expires: 9/17/93
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 forth 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 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 hereeto 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 supersede 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:

[Signature]

Jerome M. Mark, Director

STATE OF WYOMING    )
COUNTY OF LARAMIE    ) ss.

The foregoing instrument was acknowledged before me by Jerome M. Mark, Director of Cheyenne Board of Public Utilities, this 11th day of December, 1993. Witness my hand and official seal.

[Notary Public Signature]

My commission expires: 11/31/96

BOOK 1359
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 December, 1993. Witness my hand and official seal.

My commission expires: ________

[Signature]
COUNTY OF LARAMIE
NOTARY PUBLIC

BOOK 1359
1312
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 2848.43 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.

[Signature]

12-7-22

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.

BOOK 1359
PREPARED JANUARY 1993
1314

STEIL SURVEYING SERVICES
REGISTERED LAND SURVEYORS
AFFIDAVIT FOR THE ELIMINATION OF CERTAIN EASEMENTS and THE CREATION OF CERTAIN ROAD RESERVATIONS contained within the MUSTANG RIDGE SUBDIVISION

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 2-10, 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

BOOK 1360

0638
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:

[Signature]
Jerome L. Niederriter

Mustang Ridge Limited Liability Company:

[Signature]
William J. Edwards, member
Ned Murray Co., member
Edward F. Murray, Jr., partner

ACKNOWLEDGMENT

State of Wyoming )
County of Laramie )  ss

The foregoing instrument was acknowledged before me this 20 day of JUN, 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.

[Signature]
Notary Public

My commission expires: 4-15-96

BOOK 1360

0699
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

STATE OF WYOMING
COUNTRY OF LARAMIE

LARAMIE COUNTY

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,
or 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.).

B lk 1: Lots 1-8          B lk 6 ; Lots 1-6
B lk 2: Lots 1-4 and 13-20 B lk 9 ; Lots 1-16
B lk 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 4; Lots 1-19  
Blk 5; Lots 1-8  
Blk 7; Lots 1-8  

Blk 8; Lots 1-7  
Blk 10; Lots 1-10  
Blk 11; Lots 1-17

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 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 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 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, sewers, 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 )

COUNTY OF LARAMIE ) ss.

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

My Commission Expires: 9-17-95

STATE OF WYOMING )

COUNTY OF LARAMIE ) ss.

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

Witness my hand and official seal.

My Commission Expires: 9-17-95

BOOK 1361
BOOK 1359
STATE OF WYOMING  
COUNTY OF LARAMIE

The foregoing was acknowledged before me by John F. Volk, this ___ day of December, 1993.

Witness my hand and official seal.

Notary Public

My Commission Expires: 9-17-95

STATE OF WYOMING  
COUNTY OF LARAMIE

The foregoing was acknowledged before me by James Volk, this ___ day of December, 1993.

Witness my hand and official seal.

Notary Public

My Commission Expires: 9-17-95
DEVELOPER WATER SERVICES AGREEMENT

This agreement made this 22 day of November, 1992, 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 shall be paid by the DEVELOPERS and/or USER(S) shall compensate the BOPU for 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 completion 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 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 3 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 thereafter 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 supersede 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:

[Signature]
Jerome M. Mark, Director

STATE OF WYOMING
COUNTY OF LARAMIE

[Signature]
Marjorie L. Stege, Notary Public

My commission expires: 11/30/96

COUNTY OF LARAMIE  STATE OF WYOMING
Notary Public
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  )
COUNTY OF LARAMIE  ) ss.

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.

[Signature]

My commission expires: 12-9-99
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 2" 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°00'03", 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.

[Signature]

12-7-72

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., 0327

BOOK 1361
LARIMIE COUNTY, WYOMING.

BOOK 1359
PREPARED JANUARY 1993

STEIL SURVEYING SERVICES
REGISTERED AND LICENSED
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 owners 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 29) 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:

* 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 3. 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

William J. Edwards, member

Ned Murray Co., member

Edward F. Murray, Jr., partner

SHEET 1 OF 2

BOOK 13'9

1026
ACKNOWLEDGMENT

State of Wyoming ) ss
County of Laramie)

The foregoing instrument was acknowledged before me this 14th day of November, 1994, by James D. Volk, John F. Volk, William J. Edwards and Edward F. Murray, Jr., partners, Ned Murray Co., members of Mustang Ridge Limited Liability Company. Witness my hand and official seal.

Notary Public

My commission expires: 4/18/95
SUPPLEMENTAL AGREEMENT NO. ONE TO DEVELOPER WATER SERVICES AGREEMENT

This supplemental agreement made this ___ 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, Director

STATE OF WYOMING } ss.
COUNTY OF LARAMIE } ss.

The foregoing instrument was acknowledged before me by Jerome M. Mark, Director of Cheyenne Board of Public Utilities, this 9th day of June, 1997, Witness my hand and official seal.

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 } ss.

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, 1997. Witness my hand and official seal.

My commission expires: 9-17-97

BOOK 1376 0672
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 (W/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

BOOK 1378

1. 2070
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 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. ft):

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. ft). 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. ft):

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

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

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.

Drivenways 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 trucked 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 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.

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 ___ 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
COUNTY OF LARAMIE

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

Witnes my hand and official seal.

Notary Public

My Commission Expires: 7-13-95

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STATE OF WYOMING
COUNTY OF LARAMIE

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

Witness my hand and official seal.

My Commission Expires: 7-13-95

STATE OF WYOMING
COUNTY OF LARAMIE

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

Witness my hand and official seal.

My Commission Expires: 7-13-95

STATE OF WYOMING
COUNTY OF LARAMIE

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

Witness my hand and official seal.

My Commission Expires: 7-13-95
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: DAF 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, DAF Developers Limited Liability Company, Member
of Mustang Ridge Limited Liability Company this 15th day of
commission expires:

TINA W. GREBE, NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAY 8, 1999

NOTARY PUBLIC

BOOK 1379 PAGE 958 0660
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

Richland Homes, LLC
Grantee, whose place of residence is

the following described real estate:

Lot ___, Block ___, 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 whomever, 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. 309-329;

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 0021 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: ________________________

STATE OF WYOMING

COUNTY OF LARAMIE

The foregoing instrument was acknowledged before me by


________________________
NOTARY PUBLIC

1192
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:

(a) That Elizabeth R. Brady, Trustee of the Elizabeth R. Brady Revocable Trust Agreement, Charles A. Micle, Joan M. Micle, Robert Willits, Colleen M. Willits, Richard B. Wilson, Kimberley Naugle, Gertsch Partnership, A Wyoming Partnership, Betty Ann Volk, Trustee of the Betty Ann Volk Revocable Trust, Elizabeth Zerga, Thomas J.ubin, Rick Johnston, Mary O. White, Ray and Jud 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 Partnership, 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 33-58, 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

LEO A. PANDO, MAYOR

CAROL A. INTELEKOHER, CITY CLERK

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

BOOK 1391 0518
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 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 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
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
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/outhouse 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 outhouse 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 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
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.
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. 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 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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RECORDED 4/10/2014 AT 11:21 AM REC# 635731 BK# 2384 PG# 1440
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 11 OF 13
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:

Alan J. Ose
President

Ken Horne
Vice-President

Steve Czerwinski
Secretary

Bobby Marcum
Treasurer

Terry Thomas
Member
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]