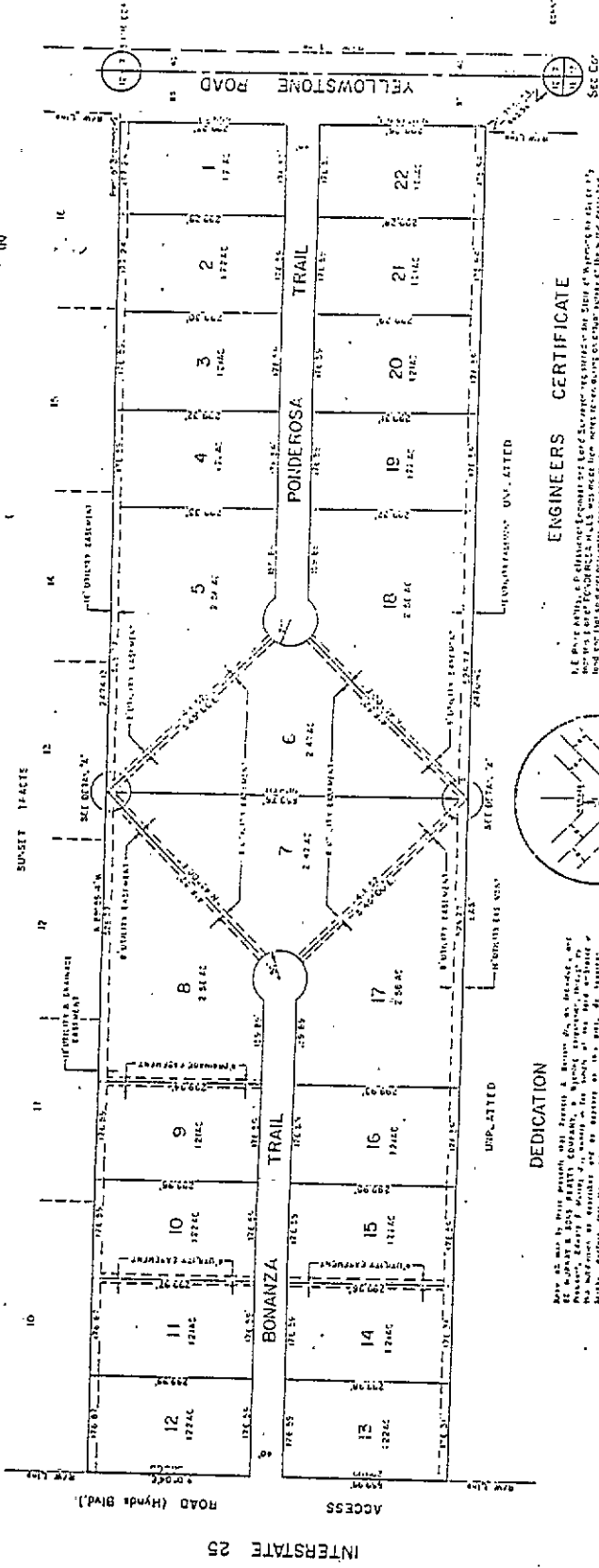




First American Title™

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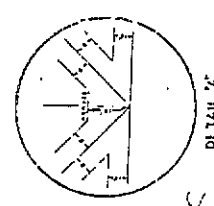


ENGINEERS CERTIFICATE

I, the undersigned, being duly licensed and qualified as a Professional Engineer in the State of New Mexico, do hereby certify that the above described plat of lots and subdivisions is in accordance with the provisions of the laws of this State, and that the same are in conformity with the requirements of the laws of this State, and that the same are in conformity with the requirements of the laws of this State, and that the same are in conformity with the requirements of the laws of this State.

E. Dickert
Professional Engineer

APPROVALS
 Approved by the Board of Engineers and Architects:
 Approved by the City Engineer:
 Approved by the County Engineer:



DEDICATION

That the above described lots and subdivisions are dedicated to the use and enjoyment of the public, and that the same are in conformity with the requirements of the laws of this State, and that the same are in conformity with the requirements of the laws of this State, and that the same are in conformity with the requirements of the laws of this State.

[Signature]
 Approved by the Board of Engineers and Architects:
 Approved by the City Engineer:
 Approved by the County Engineer:

ACKNOWLEDGEMENT

I, the undersigned, being duly licensed and qualified as a Professional Engineer in the State of New Mexico, do hereby acknowledge that the above described plat of lots and subdivisions is in accordance with the provisions of the laws of this State, and that the same are in conformity with the requirements of the laws of this State, and that the same are in conformity with the requirements of the laws of this State.

228460

PONDEROSA HILLS
 COMMUNITY-BASED LOTS
 1981-1982

Restrictions imposing a preference,
 limitation or disadvantage based
 on race, color, religion, sex, handicap,
 marital status or ancestry shall be
 hereby declared to the extent such
 restrictions violate 42 USC 3604(c)

ED MURRAY & SONS REALTY COMPANY,
 a Wyoming corporation,
 and
 FRANCIS A. BARRETT, JR.

to

THE PUBLIC



DECLARATION OF PROTECTIVE COVENANTS
OF PONDEROSA HILLS

KNOW ALL MEN BY THESE PRESENTS, That all tracts lying within Ponderosa Hills, a subdivision of part of N $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$, Section 12, Township 14 North, Range 67 West of the 6th P.M., in Laramie County, Wyoming, are now owned and held subject to all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, and Ed Murray and Sons Realty Company, a Wyoming corporation, and Francis A. Barrett, Jr. being the owners of all of said tracts, do hereby covenant and agree that any subsequent grants of any of said lots shall be made subject to the following covenants and restrictions:

1. All tracts in all blocks in said subdivision shall be known and described as residential tracts and will be restricted by the covenants contained herein. It is intended that these residential tracts shall be used and occupied as small ranches or ranchettes and that the owners will have full enjoyment of these ranchettes, subject, however, to the covenants contained herein.
2. An Architectural Control Committee for Ponderosa Hills is constituted. This committee is composed of Edward F. Murray, Jr., Clem Herz and John F. Lynch. Its mailing address is P.O. Box 1388, Cheyenne, Wyoming. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation of any kind for services performed pursuant to this covenant.
3. No building shall be erected, placed or altered on any residential tract until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans, specifications and plot plan have been submitted, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
4. No structure other than one private single family dwelling together with a private garage and suitable barn or shed for horses for use in connection with said single family dwelling shall be erected, placed or permitted to remain on any of the residential tracts. No tract within a designated block may be subdivided into smaller tracts.

5. No structure of a temporary character, trailer, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any tract as a family dwelling, either temporarily or permanently. However, this covenant shall not restrict a building contractor or land developer from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of erecting and selling dwellings; provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever, in their sole discretion, the same have been on the premises an unreasonable length of time.

6. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1,300 square feet; except that where the said principal dwelling is a 1½ or 2 story dwelling, the minimum may be reduced to 1,000 square feet of ground floor area, providing that the total living area of the 1½ or 2 floors is not less than 1,500 square feet. The principal dwelling shall be constructed of not less than 60 percent brick or stone.

7. No building shall be located on any tract nearer than thirty (30) feet of the front lot line.

8. No business nor activity of a noxious nature may be conducted upon any tract in this subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood.

9. Individual water systems and individual sewage disposal systems shall be constructed in a manner which meets the requirements of the Wyoming Department of Health and the City-County Health Unit, Division of Environmental Health. No septic tank or field system shall be nearer than ten (10) feet to any building plot line except with the consent of the appropriate health officials of the County and State, and no sewage, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the subdivision. No outside toilets or privies shall be permitted on any tract in this subdivision. All toilet facilities must be a part of the residence or garage and shall be of a modern flush type and connected with a proper septic tank system.

10. No tract will be used or maintained as a dumping ground for rubbish or junk, specifically junked cars, unlicensed cars, appliances, et cetera. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

11. No sign of any kind shall be displayed to the public view on any residential tract except one sign of not more than five square feet advertising the property for sale or rent, or except signs used by a builder to advertise the property during the construction and sales period.



12. Easements and rights of way as shown on the recorded plat are hereby reserved in this subdivision for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephones, sewer, water or any other public quasi public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction and repair.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded agreeing to change said covenants in whole or in part.

14. Enforcement shall be any proceeding at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violations or to recover damages, or both.

15. Invalidation of any one of these restrictions by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 5th day of August, 1971.



Attest:

ED MURRAY & SONS REALTY COMPANY,
a Wyoming corporation

Ed Murray
Secretary
STATE OF WYOMING
COUNTY OF LARAMIE } SS

By:

[Signature]
President

Francis A. Barrett, Jr.
Francis A. Barrett, Jr.

The foregoing instrument was acknowledged before me this 5th day of August, 1971.

WITNESS my hand and official seal.

[Signature]
Notary Public



My Commission expires: 3-17-72