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STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

B & L Land Company Limited Partnership, a Wyoming limited partnership

To the Public

Declaration of Covenants and Restrictions

KNOW ALL MEN BY THESE PRESENTS that B & L Land Company Limited Partnership, a Wyoming limited partnership, organized under the laws of the State of Wyoming, being the Owner and fee simple of all that real property described as follows:

All of that real property located in Sections 1 and 2 of Township 13 North, Range 66 West of the 6th P.M., and in Section 6 of Township 13 North, Range 65 West of the 6th P.M., and Section 31 of Township 14 North, Range 65 West of the 6th P.M., and Section 36, Township 14 North, Range 66 West of the 6th P.M., Laramie County, State of Wyoming described in that Warranty Deed between WHR Land Company as grantor and B & L Land Company Limited Partnership dated September 9, 1980 and recorded in book 1144 beginning at page 1273; less those portions of said tract previously conveyed by said B & L Land Company by conveyances recorded at: Book 1180, page 1167 to TREK Enterprises, Book 1217, page 1520 to City of Cheyenne, Board of Public Utilities; and Book 1144, page 1413 to A.E. and W. R. Schmidt.

hereinafter referred to as "the Property," does hereby covenant, agree and make the following Declaration of Covenants and Restrictions:

ARTICLE I: Intent and Scope of Covenants and Restrictions

Section 1: Intent. This Declaration of Covenants and Restrictions is intended to facilitate and regulate the proper construction and placement of appropriate improvements within that portion of land situated in Section 2 Township 13N, Range 66W, 6th P.M., in Laramie County, State of Wyoming, more specifically described in Exhibit A hereto as well as to regulate the use of said property for the purpose of preserving and enhancing the value, desirability and attractiveness of the Declarant's real property described above.

Section 2: Scope. This Declaration of Covenants and Restrictions applies to all of Declarant's property described above ("the Property").

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ARTICLE II: Definition of Frequently Used Terms

Section 1: "Declarant" shall mean and refer to B & L Land Company Limited Partnership, a Wyoming limited partnership, the party executing this Declaration of Covenants and Restrictions.

Section 2: "Owner" shall mean and refer to the record Owner(s), whether one or more persons, of fee simple title to any portion of the Property but, excluding those having such interest solely as security for the performance of any obligation, in which event the equitable Owner of such fee simple title shall be deemed the Owner thereof.

Section 3: "Committee" shall mean and refer to the architectural control committee as established pursuant to Article IV of this Declaration of Covenants and Restrictions.

ARTICLE III: Uses and Restrictions

Section 1: Principle use of property described in Exhibit A. It is intended that the principle use of the property described in Exhibit A within this subdivision shall be for purposes of a church worship and related facilities. Related facilities for these purposes shall be limited to:

- a. A church worship facility with classrooms and sanctuaries;
- b. A gymnasium for use in fellowship events;
- c. Maintenance buildings and garage;
- d. Living quarters for staff and/or maintenance personnel;
- e. Christian school facility;
- f. Church operated retirement home for elderly or infirmed;
- g. Outdoor sports and recreation area;
- h. Amphitheater for church sponsored productions and gatherings;
and
- i. Church operated playground.

No additional use of the Exhibit A property shall be permitted without the express approval of Declarant.

Section 2: Nuisances. No nauseous or offensive activities constituting a nuisance shall be permitted on Exhibit A. For purposes of this section, a "nuisance" shall be construed in the light of case law precedent for the State of Wyoming. Notwithstanding the aforementioned, for purposes of this section the following activities upon Exhibit A shall be deemed a nuisance per se; discharging fireworks; discharging firearms and/or hunting; operating all terrain vehicles (ATVs) or other off-road recreational vehicles within the property described on Exhibit A (except upon public roadways on property licensed and observing all traffic laws or upon the tract owned by the Owner of such vehicles operated for limited times and purposes so as not to disturb the serenity of the area or to disturb the surface of the native soil).

Section 3: Vehicles. Except for vehicles used by volunteers and traveling ministry teams, which may be stored for up to ninety (90) days and for temporary storage vans and similar facilities used during the construction of Owner's improvements, no vehicles, trailers or other vehicular equipment shall be parked along any of the public roadways that serve the property described on Exhibit A. Recreational vehicles including fifth wheel trailers, camp trailers, horse trailers, boats, boat trailers, and the like may be parked on the property described in Exhibit A for no more than five consecutive days unless stored in an approved structure. Truck-tractors and/or semi-trailers and/or commercial two axle vehicles which are 20 feet in length or greater, are not permitted to park anywhere on the property described within subdivision A except for buses and other multi-person transportation vehicles used in conjunction with the church facilities.

Section 4: Mobile homes and relocated homes prohibited. All home construction shall be new, on site, construction and no mobile homes and/or modular homes shall be permitted.

ARTICLE IV: Architectural Control Committee

Section 1: An Architectural Control Committee for the property is hereby constituted. The initial committee shall consist of the following individuals in their capacities as officers of Declarant:

Paul Lowham
Edward Haak
Kenneth F. Wilhelm
c/o B & L Land Company
P. O. Box 14760
230 East Broadway, Suite 3A
Jackson, Wyoming 83002

All committee actions or decisions shall be by majority vote. The committee may designate a representative to act for it, which representative may or may not be a member of the committee. Neither the member of the committee nor its designated representative, if any, shall be entitled to any compensation to any services performed pursuant to this covenant. In the event of a vacancy due to death, termination or resignation of any member, the remaining member shall have full authority to designate a successor in which case notice of the successor's identity shall be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming. In the event, at any time, there is no successor, then Declarant may designate a successor which person shall have full authority to act as the Architectural Control Committee. In such event, notice of that successor's identity shall likewise be recorded in the Office of the Clerk and Recorder of Laramie County.

The approval or consent of the committee or its representatives on matter properly coming before the Architectural Control Committee shall be conclusive and binding on

all interested persons. Any approval or permission granted by the committee shall not be construed to constitute approval of commission by any governmental official, commission or agency. During the construction phase, or at any other applicable time, Owner shall be solely responsible for obtaining any and all permits, applications, or other written instruments required by private, public or governmental agencies.

Section 2: Submission to the committee. No improvement shall be constructed or erected on the property described on Exhibit A within the Property until the submission requirements of the following section have been complied with and the committee has approved the submission data.

Section 3: Submission requirements. Prior to the initial construction of any improvement, the Owner must submit the following data to the committee:

a. A plan for the proposed improvement which shall include the following information: square footage, floor plan, drawings of exterior elevations of the structure, specifications describing external colors and materials including the roofing material.

b. A site plan of the property described in Exhibit A showing the location of all proposed structures, roadways, parking areas, wells and septic systems.

c. Any other information as may be required by the committee in order to insure compliance with the requirements contained herein.

Section 4: Approval standards and procedures. The committee shall consider the submission data in light of the requirements, restrictions, intent and spirit of this Declaration of Covenants and Restrictions. Approval shall be based upon, among other things: compliance with the terms provided for herein; reasonable aesthetic appeal (including colors, materials and design); the proposed location of the improvements in relationship to the topography, the roads and the adjacent improvements; and conformity and harmony of the proposed improvement for use of the property described on Exhibit A with the intent and spirit of all provisions of this Declaration of Covenants and Restrictions.

The committee shall inform the applicant of its decision within thirty (30) days of the submission of all required data. In the event the committee disapproves of any submitted plans, the committee shall, if requested, make reasonable efforts to assist and advise the Owner in achieving an acceptable submittal. The denial of any submission shall be accompanied by a written statement of the basis for denial.

The committee or its representative shall not be liable for any claims, charges or damages of any nature whatsoever by reason of any approval or disapproval by the committee or its representatives with respect to any submission made pursuant to this article.

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Section 5: Renovations. No substantial alteration or renovation of any improvement situated on the property described in Exhibit A shall be performed without receiving committee approval of the same after complying with the submission requirements set forth above.

Section 6: Commencement and completion of approved construction. Once plans for construction have been approved by the committee, it is expected construction will commence within one year from the date of approval. If construction has not commenced within one year from the date of approval, such approval shall be deemed expired and submission approval process will be required again prior to such construction. Once construction begins, any improvements or alterations thereto which has been approved by the committee shall be diligently pursued to completion. The committee shall be the sole judge of determining whether such activity is diligently pursued to completion within a reasonable period of time.

ARTICLE V: Other Development Requirements

Section 1: The following requirements are also placed as restrictions upon the property described in Exhibit A:

a. Declarant is attempting to acquire in fee simple a certain abandoned railroad right of way currently vested in the Wyoming Department of Transportation and located immediately west of the property described on Exhibit A. In the event Declarant is successful in acquiring a fee simple Ownership of said real property, Declarant may at any time, give notice to Owner of the property described in Exhibit A of Declarant's intention to adjust the property boundaries of the property described on Exhibit A in such way as to move Owner's 40 acre tract westerly to incorporate all or a portion of the acquired right of way and leaving to Declarant a like amount of property currently on the east portion of the property described on Exhibit A. Owner shall join in any conveyance necessary to accomplish this swap of property.

b. Regardless of whether or not Declarant acquires the right of way described in subparagraph a., above, Declarant may acquire a right of way for the construction of a road on the abandoned railroad right of way presently owned by the Wyoming Department of Transportation that presently constitutes the west boundary of the property described on Exhibit A. In such event, Declarant, by giving written notice to the Owner of the property described on Exhibit A, shall have the right to adjust and revise all roadways and access points granting access to the Owners of the property described in Exhibit A, including the rescission and cancellation of any right of way or easement granted to Owner at the time Owner becomes vested in the property described on Exhibit A. Owner shall join in any abandonment, relinquishment, consent, assignment or conveyance necessary to accomplish this redesignation of roadways.

c. Declarant has reserved for its use a strip of land to serve as an access right of way, said strip being of 100' in width and 200' in width between the northerly boundary of the property described in Exhibit A and the southerly boundary of

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Interstate Highway 80. Declarant in its sole discretion reserves the right to determine such access is not required and to swap all or any portion of said strip of land to Owner in exchange for an equal amount of land on the easterly border of the property described in Exhibit A. Owner shall join in any conveyance necessary to accomplish this swap of property.

d. It is the intention of this Section 1 to reserve to the Declarant the total discretion and maximum flexibility to redefine the borders of, and the access to, the property described in Exhibit A, and for Declarant to be able to properly develop the Property, and to preserved to the Owner a tract of land of 40 acres with adequate access to a public highway.

Section 2: Development costs. The Owner of the property described on Exhibit A shall be responsible for one-half of the development costs associated with extending water service from existing lines of the Cheyenne Board of Public Utilities to the mid-point between the east and west boundaries of the property described in Exhibit A. Further, the Owner shall be responsible for one-half of the cost in developing and constructing all access roads from existing roads to the boundaries of the property described in Exhibit A.

Section 3: Affirmation of subsequent development by Declarant. The Owner of the property described in Exhibit A agrees to consent to, and approve upon request, any platting, site planning or zoning request prepared by Declarant and addressed to Laramie County or the City of Cheyenne with respect to all of Declarant's property that is contiguous to that property described on Exhibit A. Owner shall execute all documents, including consents, reasonably required of Owner by Declarant to accomplish such platting, planning and requests.

Section 4: Abandonment of development plans by Owner and Right of First Refusal in favor of Declarant. In the event the Owner of property described on Exhibit A shall abandon all or any portion of its development plans related to the construction of a church facility (and related facilities) on the property described in Exhibit A, and should such abandonment be evidenced by the Owner's desire to sell, convey or otherwise transfer all or any interest in the property described in Exhibit A, then Declarant shall have a Right of First Refusal to acquire such property. Such sale, conveyance or transfer of all or any interest in the property described in Exhibit A shall be invalid unless and until Declarant shall have had the opportunity to exercise its Right of First Refusal as described herein.

In the event the Owner of the property described in Exhibit A receives a written offer (including a letter of intent) to purchase all or a portion of the property described in Exhibit A or in the event the Owner desires to convey, transfer or assign any interest in the property described in Exhibit A with or without consideration, then Owner shall forward Notice to Declarant of its intentions and shall include with such Notice all terms and conditions of the written offer, if any, or its statement that Owner is willing to convey, assign or transfer to Declarant the property on the same terms and conditions it

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proposes to transfer to a third party. Thereafter Declarant shall have thirty (30) days to exercise its Right of First Refusal to purchase the property or interest therein so described on the same terms and conditions as set forth in the written notice. If Declarant elects to exercise its Right of First Refusal it shall, within said thirty day period furnish Owner with written notification of Declarant's election to exercise its Right of First Refusal to purchase on the same terms and conditions set forth within the Notice and Owner shall within two business days following receipt of such notification from Declarant, execute a contract of purchase and sale to be furnished by Declarant encompassing the same terms and provisions as set forth within the Notice. Closing upon such agreement shall occur as provided within the third party contract, and if none, within a reasonable time following the execution of such agreement for the purchase and sale.

In the event Declarant shall fail to exercise its Right of First Refusal or elects not to exercise its Right of First Refusal, Owner may sell, transfer, assign or convey all or any portion of its interest in accordance with the terms and conditions set forth in the Notice by Owner to Declarant. No other such sale, conveyance, transfer or assignment shall be permitted without Owner first giving Declarant a renewed Notice of such other sale, conveyance, transfer or assignment in accordance with such revised terms and conditions.

The terms and provisions of this Right of First Refusal shall not apply with respect to the reorganization of Owner or any transfer by Owner to a successor church organization that intends to continue and fulfill the plan set forth by Owner as to the property described on Exhibit A.

ARTICLE VI: General Provisions

Section 1: Enforcement and remedies. These covenants, conditions and restrictions may be enforced by Declarant in any legal or equitable successor to Declarant, by appropriate proceedings of law or in equity against those persons violating or attempting to violate any such covenant, condition and restriction. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, recovery of damages for any violation or for such other and further relief as may be available. The party found to have violated these covenants and restrictions shall be responsible for the reasonable attorney's fees incurred by Declarant or of Declarant's successors and assigns, in the proceedings either to enjoin a violation or for the recovery of damages. The failure to enforce or cause the abatement of any violation of these covenants and restrictions 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 of these covenants.

Section 2: Duration and amendment. The covenants and restrictions set forth in this declaration shall run with and bind the property described in Exhibit A for a period of twenty (20) years from the date of the recordation of this declaration in the office of the Clerk and Recorder of Laramie County, State of Wyoming. This declaration may be

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amended in whole or in part by written instrument executed by Declarant and two-thirds (2/3rd) or more of the then record Owners of the property described in Exhibit A.

Any termination or amendment to this declaration must be approved in writing by Declarant or its successors in order to be valid. Any such termination or amendment which has been approved by Declarant must be recorded in the office of the Clerk and Recorder of Laramie County, State of Wyoming in order for such termination or amendment to be binding.

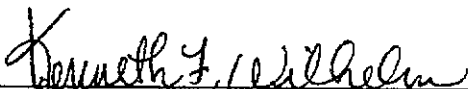
Whenever a vote of Owners is required in this declaration, an Owner shall be entitled to one (1) for each acre owned.

Section 3: Benefits and burdens. The terms and provisions contained in this declaration shall bind and inure to the benefit of the Declarant and the Owners of the property described in Exhibit A and their respective heirs, successors, personal representatives and assigns.

Section 4: Severability. Invalidation of any one of the provisions or restrictions in this declaration by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.


IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions has been executed this ___ day of April, 2003.

B & L Land Company Limited Partnership, a Wyoming limited partnership

By: 
Kenneth F. Wilhelm, A General Partner

By: 
Edward Haak, A General Partner

Barnard & Lowham, LLC, A General Partner

By: 
Paul Lowham, a Managing Member


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STATE OF WYOMING)
COUNTY OF Laramie) ss.

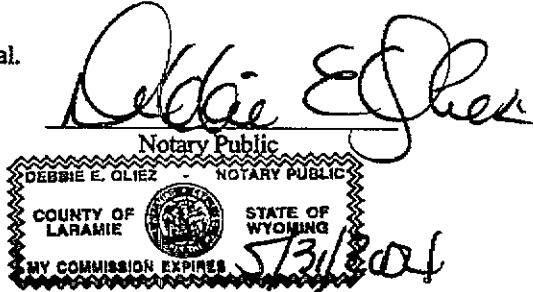
On this 17th day of April, 2003, before me personally appeared Kenneth F. Wilhelm, Edward Haak and Paul Lowham to me personally known, who being by me duly sworn, did each say that he is a General Partner or the Manager of a General Partner of B & L Land Company Limited Partnership, a Wyoming Limited Partnership and that said Declaration of Covenants and Restrictions was signed and sealed on behalf of said Limited Partnership by authority of its Partnership Agreement and said Kenneth F. Wilhelm, Edward Haak and Paul Lowham acknowledged said instrument to be the free act and deed of said Limited Partnership.

Witness my hand and official seal.

SEAL

My commission expires:

Upon Recording, please return to:



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LEGAL DESCRIPTION PARCEL - B&L LAND

A PARCEL OF LAND LYING IN A PORTION OF THE NORTHWEST QUARTER, NORTHEAST QUARTER, SOUTHWEST QUARTER, AND SOUTHEAST QUARTER OF SECTION 2, T.13N., R.66W., 6th P.M., LARAMIE COUNTY, WYOMING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD MONUMENTED WITH A 2" ALUMINUM CAP AND ALSO BEING THE TRUE POINT OF BEGINNING. SAID POINT BEARS N45°38'51"E A DISTANCE OF 4272.33 FEET FROM CITY OF CHEYENNE CONTROL POINT "CROW". (BASIS OF BEARINGS ESTABLISHED BETWEEN THE CITY OF CHEYENNE CONTROL POINTS "CAMPSTOOL" AND "CROW" HAVING A BEARING OF S54°04'49"W); THENCE N88°28'57"E ALONG A LINE BEING 100.00 FEET PARALLEL AND PERPENDICULAR TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80 A DISTANCE OF 504.78 FEET TO A SET 2" ALUMINUM CAP; THENCE S00°45'31"E A DISTANCE OF 100.01 FEET TO A SET 2" ALUMINUM CAP; THENCE N88°28'57"E ALONG A LINE BEING 200.00 FEET PARALLEL AND PERPENDICULAR TO THE SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80 A DISTANCE OF 701.09 FEET TO A SET 2" ALUMINUM CAP; THENCE CONTINUING ALONG A LINE BEING 200.00 FEET PARALLEL AND PERPENDICULAR TO THE SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80 651.73 FEET ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 11809.20 FEET AND A CENTRAL ANGLE 03°09'43" [CHORD DIRECTION OF N86°54'05"E AND A CHORD LENGTH OF 651.65 FEET] TO A SET 2" ALUMINUM CAP; THENCE N00°00'00"E A DISTANCE OF 100.34 FEET TO A SET 2" ALUMINUM CAP; THENCE ALONG A LINE BEING 100.00 FEET PARALLEL AND PERPENDICULAR TO THE SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80 901.09 FEET ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 11709.20 FEET AND A CENTRAL ANGLE 04°24'33" [CHORD DIRECTION OF N83°04'33"E AND A CHORD LENGTH OF 900.87 FEET] TO A SET 2" ALUMINUM CAP; THENCE S00°00'00"E A DISTANCE OF 663.97 FEET TO A SET 2" ALUMINUM CAP; THENCE S64°32'21"W A DISTANCE OF 1297.22 FEET TO A SET 2" ALUMINUM CAP ON THE NORTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE N56°30'54"W ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD A DISTANCE OF 1895.04 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 40.00 ACRES MORE OR LESS.

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LEGAL DESCRIPTION PARCEL - B&L LAND ROADWAY RIGHT-OF-WAY

A PARCEL OF LAND LYING IN A PORTION OF SECTION 31, T.14N., R.65W, SECTION 6, T.13N., R.65W, & SECTION 1 & 2, T.13N., R.66W, 6th P.M., LARAMIE COUNTY, WYOMING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND BEING 100.00 FEET IN WIDTH BEING ADJACENT TO AND CONTIGUOUS SOUTHERLY WITH THE INTERSTATE 80 RIGHT-OF-WAY BEGINNING AT POINT BEING THE PROPOSED EAST CHURCH PROPERTY LINE IN SECTION 2, T.13N., R.66W AND ENDING AT THE WEST RIGHT-OF-WAY LINE OF CAMPSTOOL ROAD IN SECTION 31, T.14N.,R.65W.

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