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COPY TO ASSESSOR

LARAMIE COUNTY CLERK DECLARATION OF PROTECTIVE COVENANTS
 OF
 PRAIRIE WINDS SUBDIVISION
 TO
 THE PUBLIC

1999 MAY 19 PM 1:52

James T. Martin, Marvin P. Gertsch, Jr., and Jon S. Pietsch
 d/b/a Prairie Winds Subdivision, Declarant as owner herein,
 makes, declares, and publishes the Declaration of Protective
 Covenants of real estate platted and recorded as Prairie Winds
 Subdivision, a portion of the SE 1/4 of Section 28, Township
 14N, Range 65W of the 6th P.M.

I. INTRODUCTORY

I.A. INTENT: The intent and the promulgation of these
 covenants to apply to all lots in the Prairie Winds
 Subdivision is to enhance the value, desirability, and
 attraction of every parcel in the subdivision; to protect Lot
 owners from adverse development and use of other Lots within
 the subdivision which depreciate the value and/or restrict the
 use by the owners and prevent the erection and construction of
 unsightly, unsuitable or unsafe structures with insurance for
 the subdivision of adequate and reasonably consistent values
 of home improvements. The restrictions imposed hereby are
 intended to permit free and appropriate use of all lands while
 preserving the rights of other property owners to enjoy their
 occupancy in an attractive surrounding free of nuisance, undue
 noise, or danger, while providing that disturbances of the
 natural environment should be kept to a reasonable minimum.

I.B. DEFINITIONS:

1. Declarant - shall mean the present owner, Prairie Winds
 Subdivision which has promulgated this Declaration as
 Protective Covenants for the subdivision.
2. Owner - shall mean the record owner of separate parcels
 as subdivided into lots by the plat of Prairie Winds
 Subdivision whether one or more persons and shall not
 include holder of mortgage interests. In the event of
 the sale of any tract by an installment contract, or a
 device commonly described as a contract for deed, the
 owner may be the purchaser but only if notice of the
 sales agreement is recorded with the Laramie County Clerk
 for notice in the county records. If no notice of the
 existence of a sales agreement is made as a matter of
 that recording, the owner for the purposes of these
 covenants shall be the holder of recorded legal title.
3. Lots - Shall mean and refer to the described plats of
 land shown upon the recorded subdivision.
4. Single Family Unit - shall mean a self standing
 residence.
5. Committee - shall refer to Architectural Control
 Committee hereinafter established.

BOOK 1521

0403

I.C. LEGAL DEED AND EFFECT:

These covenants shall apply equally and identically as obligations and benefits for the owners of all platted lots in the Prairie Winds Subdivision, a subdivision in Laramie County, Wyoming, said subdivision is a filed plat to include lots and blocks as follows:

A portion of the SE 1/4 of Section 22, T14N, R65W, 6th P.M., Laramie County, Wyoming.

I.D. LOT SUBDIVISION PROHIBITED:

No lot may be subdivided for the purpose of utilization of the entire premises for more than a one family residential use.

II.

BUILDING AND SITE IMPROVEMENT DESIGN
AND CONSTRUCTION STANDARDS AND
REQUIREMENTS

II.A. IMPROVEMENT SITE LOCATION SETBACK REQUIREMENTS:

A site plan showing the location of all proposed structures must be approved by the Committee as hereinabove provided. The minimum setbacks shall be required: No building shall be located on any lot nearer than fifty (50) feet from any lot line. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the State of Wyoming Department of Public Health. No septic tank or field system shall be nearer than fifty (50) feet to any lot line. Water wells shall also be set back a minimum of fifty (50) feet from any property line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building.

II.B. MINIMUM SIZE FOR CONSTRUCTION:

All single story floor plans for the principal dwelling constructed upon any of the Lots of the subdivision set for living purposes, exclusive of porches, terraces, basements, walk out basements, or attached garage, of at minimum One Thousand One Hundred Square Feet (1,100 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, or attached garage, of One Thousand One Hundred Square Feet (1,100 sq. ft.). If the principal dwelling is a one and half or two story structure.

II.C. OUTBUILDINGS:

The maximum size of any detached outbuilding shall be 2,000 sq. ft. The location and construction of any outbuilding shall be subject to the approval of the Committee, the intent being that all structures on a Tract shall appear to constitute an integrated unit, construction of any outbuilding may not precede but must be contemporaneous with or subsequent to the construction of the primary dwelling residence.

II.D. FOUNDATION AND GARAGES:

All dwellings, whether site built home or modular homes, shall be constructed upon a permanent foundation and have a minimum of a one car garage.

II.E. CONSTRUCTION REQUIREMENTS:

No structure other than one (1) private single family dwelling, together with a private attached garage and a detached garage/outbuilding meeting the standards established herein 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 or site outside of the subdivision onto any lot within the subdivision. All homes and other improvements on any tract shall be substantially completed within one (1) year after commencement of construction unless a longer period of time is established by the Committee at the time of the approval of the construction plans. All dwellings and improvements shall be of uniform quality of workmanship and material in harmony with external design of the existing structures and shall comply with the minimum requirements otherwise provided in this Declaration and each of the following codes and regulations which may be 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; and
- f. General FHA or VA building requirements.

II.F. TEMPORARY STRUCTURES:

No structure of a temporary nature, trailer, modular home not on a permanent foundation or 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 will not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the 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 months after the date on which construction has started. No mobile home shall be used as or converted to a permanent dwelling on site.

II.G. DRIVEWAYS:

Individual lot access approaches and driveways which connect the primary dwelling to any public road, shall be constructed with a minimum three inch (3") depth Grading W type road base gravel or cement or paved surface. 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. The access, approach, and driveway shall be constructed as part of the first lot improvement before any other construction is started. In no case will mud or dirt be allowed to be tracked off of a lot onto the subdivision's

public roadways. Where necessary for proper drainage, adequate sized culverts will be placed at all points where egress or ingress is established across the normal drainage system created and utilized for the subdivision. All drainage ditches and culverts must remain open at all times to carry out the continuity of property drainage through the subdivision.

II.H. 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 area designed as the locations 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 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 other 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 modern flush type and connected to a proper septic system, except for temporary, self contained toilet facilities utilized during construction.

II.I. LANDSCAPING:

The owner of each Lot shall be responsible for the installation and continued maintenance of landscaping upon such Lot in at least the minimum amounts set forth herein. Unless 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.

All surfaces 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, mulch, wood chips, and gravelled material.

No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns which exist though the subdivision as a whole. Any proposed changes to the subdivisions natural or designed 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.

II.J. UTILITY CONNECTIONS:

All electrical and telephone lateral and or service connections and installations to home and improvements shall be under ground from the nearest available source. 8

II.K. OIL AND GAS DEVELOPMENT, MINING, OR GRAVEL REMOVAL:
No commercial facilities shall be constructed or surface usage provided on the premises for mining oil and gas development or commercial production of sand or gravel upon any Lot or Lots within the subdivision.

II.L. SIGNS:

Except for a homebuyer identification sign or signs advertising the initial offering of the Subdivision and the permanent identification signage of landmarks installed by Grantor which identify the subdivision, no permanent 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 and/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 sign shall be removed.

II.M. FENCING:

Fencing shall consist of such materials and be of quality construction deemed appropriate by the Committee. Said fences shall be constructed in a location so as to not impede the visibility of adjacent roads or visibility of the adjacent Lot owner.

III. OCCUPANCY AND USE RESTRICTIONS-
FAMILY RESIDENTIAL USE

III.A. ONE FAMILY RESIDENCE:

Lots in the Prairie Winds subdivision shall be designed for and occupied only as a one family residential purpose.

III.B. RESIDENTIAL AND LIMITED HOUSE OCCUPATION USAGE:

No commercial enterprise is permitted except for home occupation usage except herein defined and limited. No manufacturing or commercial enterprise or enterprises of any kind for profit shall be maintained upon, in front of, or in connection with any site hereby conveyed nor shall said site in any way be used for other than strictly residential purposes. Home occupation shall be permitted provided that it complies with each of the following limitations and criteria:

1. The use is in compliance with Laramie County Zoning Regulations and Building and Use Restrictions.
2. The use does not disturb the general calmness of the neighborhood and does not cause the environment to be offensive.
3. Employees working on the site of the home occupation shall only be a resident of the dwelling and one outside employee.
4. No business signs shall be permitted.

III.C. OFFENSIVE UTILIZATION, MAINTENANCE, NUISANCE, AND CRIMINAL ACTIVITY PROHIBITED.

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.

No part of any site shall be used or occupied injuriously to

effect the use, occupation, or value of the adjoining or adjacent site for residential purposes or the neighborhood wherein said site is situated.

III.D. MAINTENANCE OF PROPERTY

Owners shall perform appropriate and sufficient maintenance on homes and improvements upon their Tract for the general benefit of the subdivision and to avoid adverse effects on the value of other properties in the vicinity or within the subdivision.

III.E. TRASH AND REFUSE DISPOSAL

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 shall be allowed. All lots shall be kept in clean and sanitary condition.

In the event that any owner of any lot described herein shall fail or refuse to keep such premises free of trash, refuse, garbage, or other nuisance materials, then the Committee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed as trespass and in the event of such a removal, a lien shall arise and be created in favor of the committee and against such lot and in the full amount chargeable to such lot and such amount shall be due and payable within thirty (30) days after the owner is billed therefor.

III.F. STORAGE OF VEHICLES

No vehicles, except private passenger automobiles, light-duty trucks, and/or vans and recreational vehicles, shall be parked or stored on any Lot or roadway of the subdivision. Otherwise, owners of camp trailers, horse trailer, boats and boat trailers, snowmobiles, watercraft and their associated 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 when stationary for more than three days at one time or as a repeated practice.

III.G. ANIMALS

Commonly accepted domestic pets may be kept on all lots provided they are not maintained or kept for commercial purposes. All such domestic pets will be under the control of the Owner at all times and will not be allowed to run free off the Owners Lot. Further, the pets shall not be a nuisance to any other Lot Owner or resident.

Large domestic animals such as cattle and horses will be allowed provided that the Owner must first receive written approval from the Committee. Such approval will not be given unless the Owner demonstrates that adequate stable facilities and adequate non grazing feeding arrangements are established and will be utilized. No more than two (2) large domestic animals may be kept per lot. Stables and corrals, if any will be maintained in compliance with all lawful sanitary

regulations. Operation of commercial riding stables and commercial boarding stables shall not be allowed.

III.H. FIREARMS

There shall be no hunting or use of firearms at any time within the subdivision.

III.I. STREETS AND EASEMENTS

Easements and rights of way as shown on the recorded plat are hereby reserved in this subdivision for underground wire, 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.

IV. ARCHITECTURAL CONTROL COMMITTEE

IV.A. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee for the Subdivision is constituted. This committee is composed of James T. Martin, Marvin P. Gertsch, Jr., and Jon S. Pietsch, or their successors as provided for herein. All notices to the Committee required herein shall be sent to "Architectural Control Committee - Prairie Winds Subdivision, c/o James T. Martin, 1807 Capital Avenue, Suite 203, Cheyenne, Wyoming 82001.2. 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. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commissioner of any governmental agency. It is the responsibility of the Owner to obtain all necessary permits, applications, permissions, or other written documents required by any public or governmental agency.

IV.B. 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 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 separate specification sheet of the type and color of all exterior finishes and materials and roofing materials.
- e. Other information deemed necessary by the Committee to

MAKE A DECLARATION.

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. Should the Committee not respond in writing within the required thirty (30) day period, it will be presumed that the Committee granted approval. All conclusions of the Committee shall be delivered to the applicant or his/her designated representative either in person or by certified mail return receipt requested.

VI. TERM DURATION AND AMENDMENT

VI.A. 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 (20) years from the date the Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years.

VI.B. This Declaration may be amended during the initial period by a document legally executed for recording by not less than 65% of the Lot owners and after the expiration of the initial term may then be amended or rescinded by a document legally executed for recording by not less than 50% of the Owners at that time. Any amendment shall be duly recorded before it becomes effective as an amendment or rescission of this Declaration. An Owner shall be entitled to one (1) vote for each Tract owned.

VII. ENFORCEMENT

VII.A. The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarant, the Owners of the Tracts located within the "Prairie Winds Subdivision" and their respective heirs, successors, personal representatives, and assigns.

VII.B. This Declaration any covenants, conditions, and restrictions set forth herein may be, but need not necessarily be enforced by Declarant and may be enforced by the Committee or by any Owner of a Lot subject to the Declaration. Enforcement is authorized by any appropriate proceedings at law and 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 enforcing party. No failure to enforce or cause abatement of any violation of this Declaration and these Covenants shall 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 the Declaration.

Neither the Declarant nor the Committee is in any way

separately responsible for the enforcement of the provisions or restrictions of the Declaration, although either or both may elect to pursue enforcement rights herein provided for their benefit or that of the subdivision, and as a right is also reserved for and granted to the individual Lot Owner.

VIII. SEVERABILITY
Invalidation of any one of these provisions provided by this Declaration in a decision of a court of general jurisdiction shall in no way effect any other provision which shall then remain in full force and effect.

IX. DECISIONAL IMMUNITY
Absent proof of malicious misconduct or aggravated bad faith, no Owner or other entity with a claim to rights to the benefits provided by this Declaration shall have a proper claim, demand, or right of action against the Declarant or the Committee nor shall the Declarant or the Committee be liable for damages of any nature whatsoever by reason of action, inaction, approval, or disapproval related in any way to the covenants as provisions in this Declaration of Protective Covenants. It is intended that this provision shall provide a defense to claimed negligence but shall not absolve any act of malicious misconduct or intentionally pursued wrongdoing.

IN WITNESS WHEREOF, this Declaration of Protective Covenants has been duly executed this 13 day of June, 1997.

PRAIRIE WINDS SUBDIVISION

[Signature]
James T. Martin

[Signature]
Marvin F. Gertsch, Jr.

[Signature]
John S. Pietsch

SUBSCRIBED AND SWORN BEFORE ME THIS 1ST DAY OF JUNE, 1997
Date: June 1, 1997
[Signature] Commission Expires Dec 18, 2000
Notary Public



BOOK 1521

0411

**AMENDMENT OF PROTECTIVE COVENANTS
OF
PRAIRIE WINDS SUBDIVISION
TO
THE PUBLIC**

James T. Martin, Marvin P. Gertsch, Jr., and Jon S. Pietsch d/b/a Prairie Winds Subdivision, Declarant as owner herein, makes, declares, and publishes the Amendment of Protective Covenants of real estate platted and recorded as Prairie Winds Subdivision, a portion of the SE ¼ of Section 28, Township 14N, Range 65W of the 6th P.M at Book 1521, Pages 0403-0411.

The Protective Covenants of Prairie Winds Subdivision are hereby amended by majority vote as follows:

Section II.C. Outbuilding:

The maximum sized of a detached outbuilding shall be increased from 2,000 sq. ft. to 2,400 sq. ft.

Section III.G. Animals:

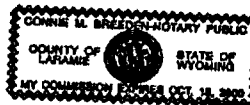
The subdivision will not allow any type of swine to be kept on any lot in the subdivision.

PRAIRIE WINDS SUBDIVISION

James T. Martin
James T. Martin

Marvin P. Gertsch
Marvin P. Gertsch

Jon S. Pietsch
Jon S. Pietsch



SUBSCRIBED AND SWORN BEFORE ME THIS 12th Date: 11-13-99
DAY OF NOVEMBER, 1999.

Connie M. Breeden Commission Expires Oct 18, 2000

AMENDMENT OF PROTECTIVE COVENANTS
OF
PRAIRIE WINDS SUBDIVISION
TO
THE PUBLIC

Jon S. Pietsch, President of Prairie Winds Subdivision, makes, declares and publishes the Amendment of Protective Covenants of real estate platted and recorded as Prairie Winds Subdivision, a portion of the SE ¼ of Section 28, Township 14N, Range 65W of the 6th P.M. at Book 1521, pages 0403-0411.

The Protective Covenants of Prairie Winds Subdivision are hereby amended by majority vote as follows:

Section IV.A. ARCHITECTURAL CONTROL COMMITTEE

This committee is composed of Paul Hildenbrand (chairman), Bob Adams, Rusty Horsley, Ron LoPorto, Scott Lovelett and Jon Pietsch. All notices to the committee required herein shall be sent to "Architectural Control Committee – Prairie Winds Subdivision, c/o Paul Hildenbrand, Chairman, 1128 Wagon Box Road, Cheyenne, WY 82009. All other stipulations contained in the original section IV.A. remain as originally stated.

PRAIRIE WINDS SUBDIVISION

Jon S. Pietsch
Jon S. Pietsch, President, Prairie Winds Subdivision

Date: 6/26/02
Subscribed and sworn before me this 26 day of June, 2002.
Shaun E. Radomicki, my commission expires _____

