



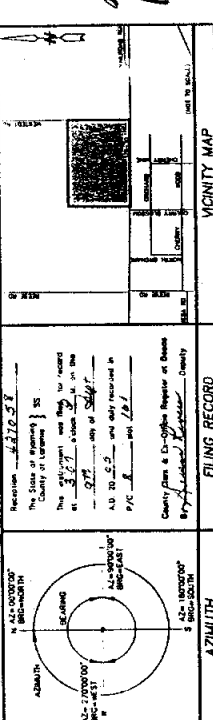
First American Title™

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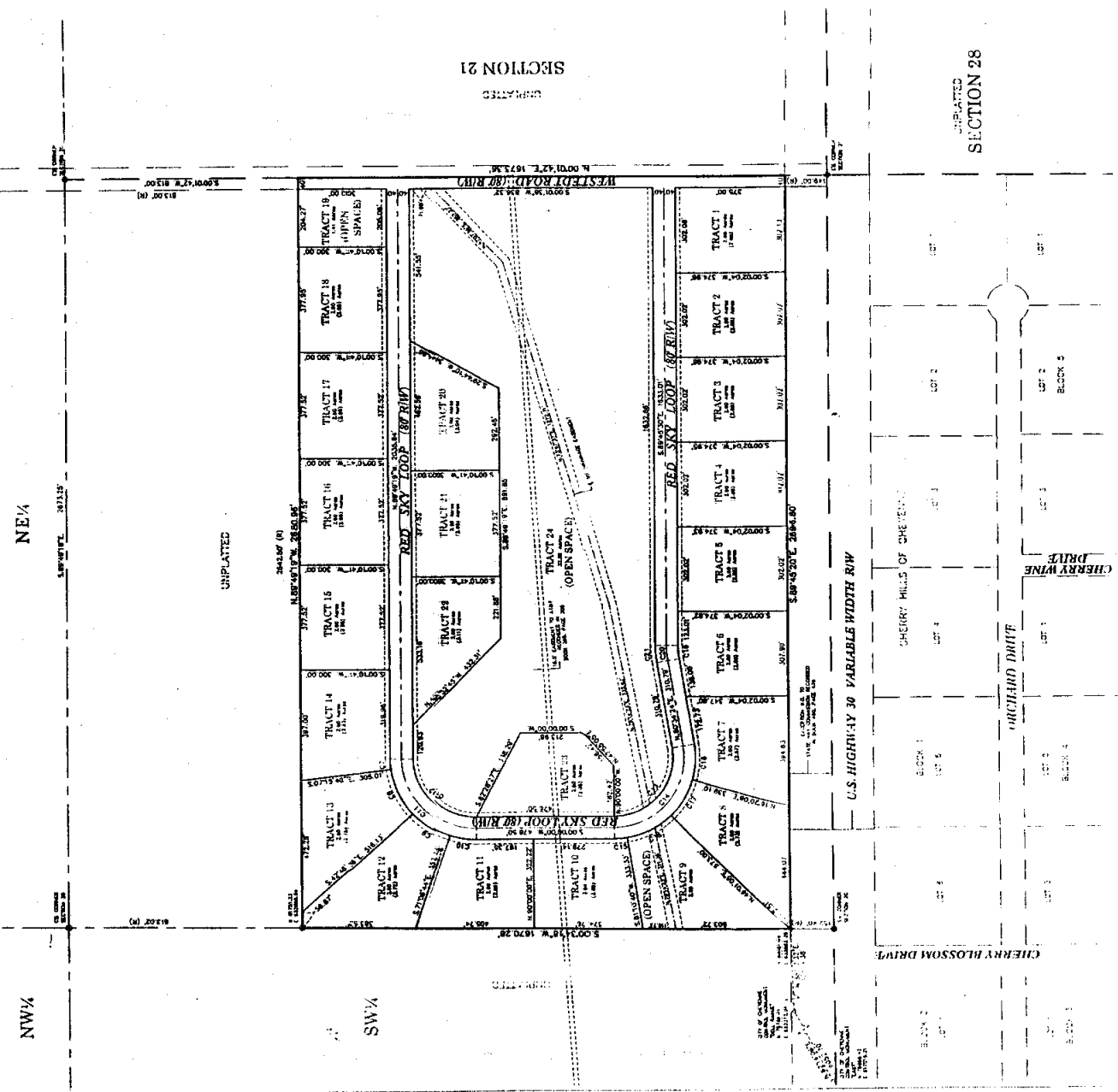
NO PROPOSED DOMESTIC WATER SOURCE  
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM  
PROPOSED PUBLIC MAINTENANCE OF INTERIOR ROADS  
FIRE PROTECTION TO BE PROVIDED BY FIRE DISTRICT #2  
DESIGNATED OPEN SPACE SHALL NOT BE FURTHER DEVELOPED OR SUBDIVIDED

DEQ NOTES:  
1) This plan was prepared by a registered professional engineer and is subject to the provisions of the Wyoming Statutes, Title 20, Chapter 1, Section 2-10, relating to the practice of engineering.  
2) The engineer is not responsible for the accuracy of the information provided by the client or for the use of the information for purposes other than those intended.



CURVE TABLE DATA

Stationing	Curve Length (ft)	Radius (ft)	Delta (deg)	Chord (ft)	Offset (ft)
1+00.00	100.00	1000.00	18.00	98.48	1.52
2+00.00	100.00	1000.00	18.00	98.48	1.52
3+00.00	100.00	1000.00	18.00	98.48	1.52
4+00.00	100.00	1000.00	18.00	98.48	1.52
5+00.00	100.00	1000.00	18.00	98.48	1.52
6+00.00	100.00	1000.00	18.00	98.48	1.52
7+00.00	100.00	1000.00	18.00	98.48	1.52
8+00.00	100.00	1000.00	18.00	98.48	1.52
9+00.00	100.00	1000.00	18.00	98.48	1.52
10+00.00	100.00	1000.00	18.00	98.48	1.52



FLING RECORD

Stationing	Curve Length (ft)	Radius (ft)	Delta (deg)	Chord (ft)	Offset (ft)
1+00.00	100.00	1000.00	18.00	98.48	1.52
2+00.00	100.00	1000.00	18.00	98.48	1.52
3+00.00	100.00	1000.00	18.00	98.48	1.52
4+00.00	100.00	1000.00	18.00	98.48	1.52
5+00.00	100.00	1000.00	18.00	98.48	1.52
6+00.00	100.00	1000.00	18.00	98.48	1.52
7+00.00	100.00	1000.00	18.00	98.48	1.52
8+00.00	100.00	1000.00	18.00	98.48	1.52
9+00.00	100.00	1000.00	18.00	98.48	1.52
10+00.00	100.00	1000.00	18.00	98.48	1.52

ACKNOWLEDGEMENT

STATE OF WYOMING }  
COUNTY OF LARAMIE }  
The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the files of the County Clerk of Laramie County, Wyoming.

NOTES:  
1) IF UTILITY OR DRAINAGE EXISTENCE ALSO  
2) ALL ROAD RIGHT-OF-WAYS  
3) OPEN SPACE CONSISTS OF TRACTS 18 & 24  
4) DATA FOR THIS SURVEY WAS OBTAINED FROM THE CITY OF CHEYENNE  
5) THE DISTRICT ENGINEER HAS REVIEWED THIS SURVEY AND HAS NO OBJECTION TO THE SAME

APPROVALS

Approved by the Cheyenne-Laramie County Regional Planning Commission on the 11th day of April, 2005.

Approved by the Board of County Commissioners of Laramie County, Wyoming, on the 11th day of April, 2005.

CERTIFICATE OF SURVEYOR

I, John A. Steel, Registered Professional Land Surveyor, No. 1234, State of Wyoming, hereby certify that the foregoing is a true and correct copy of the original as the same appears in the files of the County Clerk of Laramie County, Wyoming, and that the same was prepared by me or under my direct supervision during the month of April, 2005.

RED SKY ESTATES

SITUATED IN A PORTION OF THE SW 1/4 OF SECTION 20, T14N, R65W, OF THE 6th P.M., LARAMIE COUNTY, WYOMING.

PREPARED OCTOBER, 2004



**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS**  
**FOR**  
**RED SKY ESTATES**

**WHEREAS**, Lucky Star, Inc., a Wyoming corporation, as of the date hereof is the record owner in fee simple of more than two-thirds (2/3) of the Tracts in the subdivision known as RED SKY ESTATES; and

**WHEREAS**, Lucky Star, Inc. wishes to amend the Declaration of Protective Covenants for Red Sky Estates applicable to all of Tracts 1 through 24, Red Sky Estates subdivision situated in a portion of the SE1/4 of Section 20, Township 14 North, Range 65 West of the 6<sup>th</sup> P.M., Laramie County, Wyoming, executed and recorded September 13, 2005 in Book 1904, Page 1580 of the records of the Laramie County Clerk (hereinafter the "Declaration of Covenants"); and

**WHEREAS**, pursuant to Article IX, Section 2 of the Declaration of Covenants, this written instrument amending the Declaration of Covenants (hereinafter the "Amendment") is hereby executed by two-thirds (2/3) or more of the present record Owners of Red Sky Estates; and

**WHEREAS**, pursuant to Article IX, Section 2 of the Declaration of Protective Covenants, written approval of this Amendment by the Declarants of the Declaration of Covenants is attached hereto;

**NOW THEREFORE**, Lucky Star, Inc. hereby covenants, agrees and makes this Amendment, amending said Declaration of Covenants as follows:

1. Article VII, Section 1 is hereby deleted in its entirety and the following new Section 1 inserted as follows:

Section 1: Domestic Pets. No more than three (3) dogs and three (3) cats may be kept on any Tract 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 of an Owner's Tract. No animal of any kind shall be permitted which in the opinion of the Committee makes an unreasonable amount of noise or odor or which is a nuisance.

2. The remainder of the Declaration of Covenants executed September 13, 2005 is hereby confirmed in all other respects.

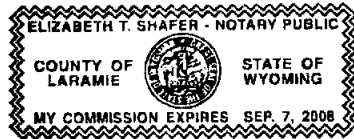
**IN WITNESS WHEREOF**, this Amendment to Declaration of Protective Covenants for Red Sky Estates has been executed this 28<sup>th</sup> day of September, 2005.

Lucky Star, Inc.

BY:   
Larry D. Sutherland, PRESIDENT

STATE OF WYOMING                    )  
  ) SS  
COUNTY OF LARAMIE                )

The foregoing "Amendment to Declaration of Protective Covenants for Red Sky Estates" was acknowledged before me by Larry D. Sutherland in his capacity as President of Lucky Star, Inc. this 28<sup>th</sup> day of September, 2005. Witness my hand and official seal. My commission expires: Sept. 7, 2008.



SEAL

*Elizabeth T. Shafer*  
Notary Public

RECORDED 9/29/2005 AT 10:35 AM REC# 428647 K# 1907 PG# 1337  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 2 OF 3

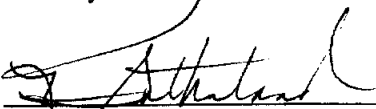
## DECLARANTS' APPROVAL OF AMENDMENT


As the members of Crystal Valley Estates, LLC, the Declarants of the Declaration of Protective Covenants for Red Sky Estates executed September 13, 2005 (the "Declaration of Covenants"), we, Larry D. Sutherland, Kimberlee Sutherland, Bruce Posthumus and Vonda Posthumus hereby approve the Amendment to the Declaration of Covenants as executed September 25<sup>th</sup>, 2005, pursuant to Article IX, Section 2 thereof.

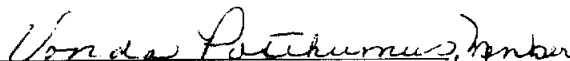
Dated this 25<sup>th</sup> day of September, 2005.

### Crystal Valley Estates, LLC

BY:   
Larry D. Sutherland, MEMBER

BY:   
Kimberlee Sutherland, MEMBER

BY:   
Bruce Posthumus, MEMBER

BY:   
Vonda Posthumus, MEMBER

RECORDED 9/29/2005 AT 10:35 AM REC# 428647 K# 1907 PG# 1338  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 3 OF 3

STATE OF WYOMING )  
 ) SS:  
COUNTY OF LARAMIE )

51<sup>st</sup>

CRYSTAL VALLEY ESTATES, LLC  
To  
THE PUBLIC

**DECLARATION OF PROTECTIVE COVENANTS**  
**FOR**  
**RED SKY ESTATES**

KNOW ALL MEN BY THESE PRESENTS, that CRYSTAL VALLEY ESTATES, LLC, a Wyoming limited liability company organized under the laws of the State of Wyoming, Grantor, being the owner in fee simple of all the real property in the subdivision known as RED SKY ESTATES, does hereby covenant, agree and make the following Declaration of Protective Covenants:

**ARTICLE I: INTENT AND SCOPE OF COVENANTS**

Section 1: Intent. This Declaration of Protective Covenants is intended to facilitate and regulate the construction and placement of appropriate improvements within the subdivision, as well as the proper use of the property for the purpose of preserving and enhancing the value, desirability and attractiveness of the Red Sky Estates subdivision.

Section 2: Scope. This Declaration of Protective Covenants applies to all of Tracts 1 through 24, Red Sky Estates, subdivision situated in a portion of the SE1/4 of Section 20, Township 14 North, Range 65 West of the 6<sup>th</sup> P.M., Laramie County, Wyoming.

**ARTICLE II: DEFINITION OF FREQUENTLY USED TERMS**

Section 1: "Committee" shall mean and refer to the Architectural Control Committee as established pursuant to Article IV of this Declaration of Protective covenants.

Section 2: "Declarants" shall mean and refer to the members of Crystal Valley Estates, LLC executing this Declaration of Protective Covenants.

Section 3: "Owners" shall mean and refer to the record owner(s), whether one or more persons, of fee simple title to any Tract (or in the event of a "Contract for Deed" transaction involving any Tract, the Purchaser(s) thereunder), 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 to be the Owner thereof.

Section 4: "Subdivision" shall mean all of the real property within Red Sky Estates subject to this Declaration of Protective Covenants (as described above in Article I, Section 2).

**ARTICLE III: USES AND RESTRICTIONS**

Section 1: Principal Use. It is intended that the Tracts within the Subdivision shall be used and occupied as rural "ranchette" residential homesites for the full enjoyment of the Owner thereof subject to the covenants contained herein.

Section 2: Nuisances. No noxious or offensive activities constituting a nuisance shall be permitted on any Tract with the Subdivision. For purposes of this section, a "nuisance" shall be construed in light of case law precedent for the State of Wyoming. Notwithstanding the aforementioned, for purposes of this section, the following activities upon any Tract 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 Subdivision (except upon the public roadways if properly licensed and observing all traffic laws or upon the Tract owned by the owner of the vehicle in a manner so as not to disturb the serenity of the area).

Section 3: Commercial Enterprise. No commercial business activity other than a home occupation use in conformance with Section 4 below may be conducted upon any Tract within the Subdivision.

Section 4: Home Occupations. Home occupations are permitted, however, nothing in this section shall be construed to relieve any person from compliance with any and all City and/or County zoning

regulations applicable to home occupations. The Owner shall be responsible for determining which regulations govern Owner's intended and actual home occupation use and shall be responsible for complying with those regulations.

In addition to, and notwithstanding anything in the City and/or County zoning regulations to the contrary, all home occupation uses within the Subdivision shall be in compliance with the following restrictions:

(A) There shall be no offensive noises, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line;

(B) No storage or display of business materials, goods, supplies, or equipment, tractors and/or other heavy equipment shall be visible from the outside of any structure located on the property;

(C) There shall be only incidental sales of stocks, supplies or products to customers and/or clients on the premises; however, catalogue, postal and/or telephone sales are permitted. Retail trade or any other business activity involving customer traffic on a non-incidental basis is prohibited;

(D) Employees working on the site of the home occupation shall only be bonafide and full-time residents of the home dwelling situated on the Tract; and

(E) Notwithstanding anything hereinabove to the contrary, the following businesses shall not be allowed as home occupations upon any Tract within the Subdivision:

(1) Body or mechanic repair to include any modification, assembly or painting of motor vehicles and repair of internal combustion engines, or any business where the following services are carried: general repair, engine rebuilding or reconditioning of motor vehicles, collision services such as body, frame and fender straightening and repair, painting and undercoating of automobiles and/or the sale of engine fuels, motor oils, lubricants, grease, tires, batteries and accessories. This exclusion is not intended to prohibit an Owner from working on his/her own personal vehicle(s) – including maintenance, repair, refurbishing, rebuilding – as long as such activity is within a completely enclosed garage or outbuilding which completely screens the sight and sound of the activity from adjoining property.

(2) Massage parlors/Technicians.

(3) Any other home occupation which is determined as noxious, offensive, or annoying by the written vote of no less than seventy-five percent (75) of the then record Owners of the Tracts within the Subdivision.

Section 5: Dumping/Trash. No Tract shall be used or maintained as a dumping or storage ground for rubbish, scrap, debris or junk including, but not limited to, junked cars, appliances, building materials, etc. Trash, garbage, or other waste shall be kept only in sanitary containers, which are emptied on a regular basis. No outdoor burning of trash or any other rubbish is permitted. A Tract Owner bears the responsibility to ensure at all times that no trash, debris or material of any kind be allowed to blow off the Tract.

Section 6: Excavation. No refining, quarrying or mining operations of any kind shall be permitted upon and/or in any Tract. Nor shall underground fuel tanks, excavated tunnels, mineral excavations or shafts be permitted upon and/or in any Tract.

Section 7: Vehicles. No vehicles, trailers, or any vehicular equipment shall be parked along any of the public roadways which serve the Subdivision. No vehicles of any type that are not owned and registered with the current record owner of said Tract shall be parked outside on a long term, seasonal or storage basis on any Tract. It is encouraged that RVs, fifth-wheels, camp trailers, horse trailers, boats, boat trailers and the like be parked in garages and/or approved outbuildings, however, the outdoor parking of no more than two (2) of said types of vehicle shall be permissible provided said vehicles are situated away from the general view of adjacent landowners and away from the roadway side of any home dwelling. Unlicensed, unused, stripped-down, partially wrecked, immobile or inoperative vehicles must be parked within a garage or outbuilding. Truck-tractors and/or semi-trailers are prohibited. Commercial two-axle vehicles, which are twenty (20) feet in length or greater, are not permitted to park anywhere within the Subdivision.

Section 8: 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. Pre-existing "stick-built" homes proposed to be relocated from other locations are also not permitted.

Section 9: Temporary Structures. No structure of a temporary character (such as a tent, shack, barrack, garage, barn or other outbuilding) shall be used on any Tract as a family dwelling, either temporarily or permanently. Approval for a storage shed may be requested of the then authorized Architectural Control Committee for Red Sky Estates.

Section 10: Signs. No sign of any kind shall be displayed to the public view on any Tract except as follows: (1) The signs advertising the initial offering of Red Sky Estates; (2) One sign of not more than five square feet advertising the property for sale or rent; and (3) Signs of no more than 32 square feet used by a builder to advertise the property during the construction period only.

Section 11: Single Family Homesites/further Division Restriction. No structure other than one private single-family dwelling together with a private garage and/or appropriate outbuildings as provided for herein after shall be erected, placed, or permitted to remain on any of the Tracts. **No Tract within the Subdivision may be further divided into smaller Tracts.**

Section 12: Antennas and Satellite Dishes. One (1) television antenna (and/or a specialty antenna utilized for purposes other than television) is acceptable provided the same is less than twenty-five feet (25') in height, and which such signal shall not interfere with any neighbor. Television satellite dishes two feet (2') or less in diameter which are affixed to a home, or which are situated within twelve feet (12') of the side of a home, are acceptable without prior Architectural Control Committee approval.

#### **ARTICLE IV: ARCHITECTURAL CONTROL**

Section 1: Architectural Control Committee. An Architectural Control Committee for the Subdivision is hereby constituted. The initial Architectural Control Committee shall consist of Larry Sutherland and Kimberlee Sutherland. All notices to the Committee required herein shall be sent to:

Architectural Control Committee-Red Sky Estates  
C/O Larry Sutherland  
6106 Yellowstone Road  
Cheyenne, Wyoming 82009

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 members of the Committee, nor its designated representative, if any, shall be entitled to any compensation of any kind for services performed pursuant to this covenant. In the event of a vacancy due to the death, termination, or resignation of any member, the remaining member(s) 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.

The approval or consent of the Committee or its representative on matters properly coming before it shall be conclusive and binding on all interested persons. **Any approval or permission granted by the Committee shall not be construed to constitute approval or permission 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 any private, public, or governmental agency.

Section 2: Submission to Committee. No home or outbuilding shall be constructed or erected on any Tract within the Subdivision until submission requirements in 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 a home or outbuilding, the Owner must submit the following data to the Committee:

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

b. A site plan of the Tract showing the location of all proposed structures, well and septic system.



c. Any other information as may be required by the Committee in order to ensure 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 Protective Covenants. Approval shall be based upon, among other things: compliance with the terms provided for in Article V entitled "Standards Relating to Improvements"; reasonable aesthetic appeal (including colors, materials and designs); the proposed location of the home or outbuilding in relation the topography, roads and the adjacent Tracts; and conformity and harmony of the proposed home or outbuilding and/or the use of the Tract with the intent and spirit of all provisions in this Declaration of Protective Covenants.

The Committee shall inform the applicant of its decision within twenty (20) days of the submission of all the 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 applicant in achieving an acceptable submittal. The denial of any submission shall be accompanied with a written statement of the basis for the 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 representative with respect to any submission made pursuant to this Article.**

Section 5: Renovations. No substantial alteration or renovation of the exterior of any home or outbuilding situated on a Tract shall be performed without receiving Committee approval of the same after complying with Article IV, Section 3, hereinabove.

Section 6: Commencement and Completion of Approved Construction. Once construction begins, any home or improvements or alteration thereto approved by the Committee shall be diligently pursued to completion. All homes and other improvements on any Tract shall be substantially completed within one (1) year after commencement of construction unless the Committee establishes a longer period at the time of the approval of the construction plans.

#### **ARTICLE V: STANDARDS RELATING TO IMPROVEMENTS**

Section 1: General. The following standards create a minimum code of uniformity for the construction of homes and/or outbuildings within the Subdivision.

Section 2: Minimum Square Footage. The principal dwelling on any Tract must have a minimum fully enclosed ground-floor area devoted to living purposes of no less than fourteen hundred (1400) square feet; except if said dwelling has multiple levels, the minimum living area of the first floor area may be reduced, provided that the total living area of the multiple levels is not less than seventeen hundred (1700) square feet. Said minimum square footage standards are exclusive of basements, walkout basement, porches, terraces and attached garages.

Section 3: Additional Criteria for Home Exterior. Unless otherwise approved by the Committee in writing, a home constructed on any Tract must have no less than twenty percent (20%) of the exterior surface covered with appropriate masonry, stone, and/or dryvit® (or similar type of exterior insulated finish system), exclusive of fireplace chimneys. Roofing materials must be approved by the Committee and may include "T-lock" and/or laminated asphalt shingles with minimum twenty-five year manufacturer warranty. Shake shingles, Woodruff® shingles (or equivalent brand), tile, or other roofing products must be approved by the Committee.

Section 4: Attached Garages. All dwellings on any Tract shall have no less than a three (3) car attached garage.

Section 5: Location and Orientation of Improvements/Minimum Building Setbacks. A site plan depicting the location and orientation of all proposed improvements must be submitted and approved by the Committee as provided for in Article IV hereinabove. The proposed location and orientation of improvements upon a particular Tract are important factors considered by the Committee taking into account, among other things, the topography of the particular Tract, the views, and the desire to maintain a maximum degree of symmetry, harmony and balance among all improvements situated within the Subdivision. Inasmuch as each Tract and the intention of each Owner for construction thereon presents a unique setting, each site-plan shall be evaluated and approved by the Committee on a case-by-case basis rather than attempting to specify detailed requirements for the location and orientation of improvements herein. As a general rule, however, the following minimum criteria shall apply subject to the case-by-case evaluation by the Committee during the approval process:

a. With respect to proper orientation of a home upon a Tract, any home shall (unless otherwise approved by the Committee) be situated upon a Tract so that the front elevation of the home generally faces the road from which the home is accessed. There are several Tracts which may be accessed from alternative roads. In such cases, the home may face either road subject to approval from the Committee taking into consideration, among other things, the orientation of homes in close proximity and the intent to maintain a maximum degree of symmetry, harmony and balance among all improvements situated within the recorded Subdivision. Additionally, the Committee may consider the topography of a Tract, which merits the orientation of a home in a manner other than described in this paragraph.

b. With respect to the location of improvements upon a Tract, the following minimum setbacks shall be required in relation to front, rear, and side property lines. The minimum setbacks for the front of all Tracts (except those Tracts listed below) shall be no less than fifty (50) feet. The minimum setbacks for the sides of all Tracts shall be no less than thirty (30) feet. The minimum setbacks for the rear of all Tracts shall be no less than fifty (50) feet, unless otherwise approved in writing by the Committee.

c. Tracts 8, 10, 12 & 23 may have a Side Setback requirement of less than thirty (30) feet if deemed appropriate by the Committee.

d. Variances to the Front and Side Set-Back requirements as set forth hereinabove may be granted by the Committee on a case-by-case basis.

e. With the exception of fencing, in all cases the aforementioned setbacks shall pertain to any and all permanent improvements of any nature including, but not limited to, wells and septic systems.

Section 6: Outbuilding. No more than one (1) outbuilding shall be permitted on any Tract. Unless otherwise approved by the committee in writing, the maximum size of any outbuilding shall be 2400 square feet and the maximum height of the sidewalls and/or eaves of any outbuilding shall be 14.00 feet.

The distance and location of an outbuilding in relation to the home and other improvements must be approved by the Committee; the intent being that the respective improvements must be appropriately integrated. Construction of any outbuilding shall not proceed, but may be contemporaneous with, or subsequent to, the construction of the principal dwelling. In any event, no outbuilding may be utilized until the principal dwelling is complete and occupied.

Any plan for an outbuilding must be submitted and approved by the Committee as provided for in Article IV hereinabove. The additional criteria for home exteriors (in Section 3 above) does not apply with respect to outbuildings. The Committee may permit engineered, prefabricated metal buildings subject to approval.

Section 7: Tract Approaches and Protection of Ground Cover. An approach for vehicular traffic onto a Tract must be installed to the specifications of the Laramie County Road & Bridge Building Department at the commencement of any construction upon said Tract in order to protect the shoulders of the road and the natural turf. The approach must be permitted and built to county standards for Laramie County, Wyoming. Owners shall direct all vehicular traffic, for construction purposes or otherwise, to enter and exit only upon said approach and to use one path leading to and from the construction site in order to protect and preserve the native ground cover.

Section 9: Interior Access to Tracts. All Tracts within the Subdivision shall be accessed off of the interior roadways situated within the Subdivision.

Section 10: Utility Connections. All utility lateral and/or service extensions from the main line to the home and/or other improvements shall be underground.

Section 11: Fences. Privacy fencing and/or boundary fencing is allowed subject to Committee approval. Any and all boundary fencing to be constructed subsequent to the time of the filing of this Declaration of Covenants shall not exceed 6 feet in height and shall not include barbed wire, sheep wire, or steel "T-posts" unless approved by the Committee. Owners must keep fencing in a state of good repair and must promptly remove any accumulation of trash and/or debris against the same. Any snow and/or wind fencing shall be utilized on a seasonal basis only and shall not be erected before October 1<sup>st</sup>, and shall be removed by June 1<sup>st</sup>, of any calendar year.

Section 12: Maintenance of Homes and Improvements. All Owners shall maintain or provide for the maintenance of homes and improvements upon their Tracts. Tracts shall be kept free from noxious weeds, which in the reasonable opinion of the Committee constitute a nuisance or are likely to spread to neighboring property.

Section 13: Similarity in Housing. In as much as possible with home plans and close proximity of Tracts, a proposed dwelling which has an exterior elevation appearance substantially similar to a dwelling already existing, under construction, or previously approved for construction may not be built in close proximity (as the Committee determines "close proximity") to the dwelling already existing, under construction, or previously approved for construction.

Section 14: Outside Flood/Area Lights. Unless otherwise approved by the Committee, only one (1) freestanding light pole for automatic all-night flood/area lighting, of the type available through High West Energy, is acceptable on any Tract. This paragraph is not intended to otherwise prohibit other exterior lighting incidental and/or attached to homes and/or outbuildings.

Section 15: Rebuilding or Restoration. If any residence or other improvement is destroyed in whole or in part by fire, windstorm or from some other cause, it must be rebuilt or all debris must be removed and the Tract restored to a sightly condition. Any such rebuilding or restoration must be commenced within three (3) months after the damage or destruction occurs and, thereafter diligently pursued to completion within a reasonable time not to exceed one (1) year after the date the damage occurred unless a longer period is otherwise approved by the Committee due to unusual circumstances.

#### **ARTICLE VI: LANDSCAPING**

Section 1: Landscaping. In order to enhance each Tract and homesite and to promote a harmonious and integrated appearance among all Tracts, the following minimum landscaping standards shall apply:

A. Trees. Within two (2) years after the completion of construction of the primary residence, Owners shall plant and maintain no less than five (5) trees of any variety which 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 Owners from planting any number of trees less than the minimum height requirements in addition to the required five (5) trees, which meet the minimum height requirements. No unsightly shelter or wind protection from trees, such as used tires, or as otherwise determined by the Committee, shall be permitted. Any dead trees shall be removed from the premises.

B. Turf/Yards. Soil immediately surrounding a homesite, which has been disturbed during the construction phases, shall be reseeded with a native turf mix or other grass of Owner's choice within one (1) year after the completion of construction of the primary residence. The use of drought-resistant and/or low-maintenance grass is encouraged for purposes of a groomed lawn. Trees, shrubs, or other landscaping elements such as rocks, wood chips, bark and mulched or graveled materials are also acceptable. If an Owner chooses to seed and/or sod a yard, which necessitates sprinkler irrigation, the maximum size of any yard under irrigation shall not exceed 10,000 square feet. Drip irrigation systems for trees and/or shrubbery are permitted without restriction.

**All Tract Owners shall be encouraged to comply with any watering restrictions that the City of Cheyenne or Laramie County Officials may deem appropriate.**

#### **ARTICLE VII: ANIMALS**

Section 1: Domestic Pets. Commonly accepted domestic pets may be kept on all Tracts 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 of an Owner's tract. No animal of any kind shall be permitted which in the opinion of the Committee makes an unreasonable amount of noise or odor or which is a nuisance.

Section 2: Horses or Llamas. Horses shall be permitted on all Tracts within the recorded Subdivision subject to the following conditions and requirements:

No more than a total of two (2) horses may be kept for recreational only purposes on each Tract. The maximum number of horses per tract may be exceeded by one (1) horse only in the event of the birth of an offspring; however, this exception shall expire after one hundred and eighty (180) days. In any case where an Owner elects to have horses and/or llamas, upon the Tract permitted, adequate barn/stable facilities and adequate non-grazing feeding arrangements must first be demonstrated to and approved by

the Committee. Under no circumstances shall extreme and/or severe grazing be permitted. The boarding of any animals not belonging to the Owner of a Tract is prohibited. The operation of commercial stables and/or riding arenas is prohibited. Approved barn/stables and/or corrals shall be maintained in compliance with the lawful sanitary regulations. Riding arenas, which necessitate the tilling of the soil for the arena bed, must be approved by the Committee and shall be evaluated in terms of the size of the proposed area to be tilled and the location of the particular Tract.

Section 3: Other Farm Animals. As a general proposition, other farm animals such as swine, chickens and the like shall not be permitted on a permanent basis. This covenant is not intended to prohibit 4-H, FFA or other similar non-commercial projects limited in scope and duration subject to written approval of the Committee on a case-by-case basis.

Section 4: Other Animals. Other animals not referred to in Sections 1, 2 or 3 of this Article may be evaluated and allowed, on a case-by-case basis, subject to Committee approval.

#### **ARTICLE VIII: EASEMENTS**

Section 1: Utility/Drainage Easements. Utility/Drainage easements as shown on the recorded plat for Red Sky Estates are granted within the Subdivision for wires, electricity lines, gas lines, telephone lines, 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. Said utility/drainage easements as depicted on the recorded plat for Red Sky Estates are sixteen (16) feet wide on all road right-of-ways – unless otherwise noted on the recorded plat.

#### **ARTICLE XIV: OPEN SPACE TRACTS**

Section 1: Open Space Tracts. The Open Space Tracts shall be deemed Red Sky Estates Common Open Space with appropriate dedication to protect against future development. Each individual Tract Owner shall have an un-divided 1/21<sup>st</sup> interest in the Open Space Tracts of Red Sky Estates, and shall be members of Red Sky Estates Common Open Space Association, Inc., a Wyoming non-profit corporation organized by Grantor for the administration and enforcement of this Declaration. Tracts 9, 19, & 24 as shown on the recorded plat for Red Sky Estates are Open Space Tracts granted within the Subdivision.

(SEE ATTACHED COVENANTS FOR RED SKY ESTATES COMMON OPEN SPACE)

#### **ANY USER OF SAID OPEN SPACE TRACTS USES THE SAME AT HIS/HER OWN RISK OF INJURY, DEATH OR DAMAGE TO SAID USER'S PERSON OR PROPERTY.**

Section 3: Drainage Easements. Drainage easements as shown on the recorded plat for Red Sky Estates are granted within the Subdivision. No improvements of any kind shall be permitted within said easements except for fencing (which does not encroach upon the Open Space Tracts) and underground utility facilities within the utility easements. Additionally, no obstruction and/or revision of the natural drainage basin are permitted.

#### **ARTICLE IX: GENERAL PROVISIONS**

Section 1: Enforcement and Remedies. The covenants, conditions and restrictions contained in this Declaration of Covenants may be enforced by any legal or equitable Owner(s), or by the Committee, or the Declarants and their successors and assigns, by appropriate proceedings at law or in equity against those persons violating or attempting to violate, or for restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available. The prevailing party in any such action or proceeding either to enjoin a violation or for the recovery of damages shall be entitled to recover without limitation reasonable attorneys' fees and costs of such action. The failure to enforce or cause the abatement of any violation of these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be the same or a different provision within these Covenants.

Although it is a right, it is neither the obligation nor the responsibility of the Committee or Declarants to prosecute violations of these Covenants on behalf of any Owner(s). Under no circumstances shall an Owner bring any claim, demand or action against the Committee or Declarants relating in any way to a violation of the covenants by another Owner.

Section 2: Duration and Amendment. The covenants and restrictions of this Declaration of Protective Covenants shall run with and bind the recorded Subdivision for a term of twenty (20) years from the date this Declaration of Protective Covenants is recorded in the Office of the Clerk and Recorder of the

County of Laramie, State of Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years each, unless terminated at the end of any such period by written vote of two-thirds (2/3) or more of the then record Owners.

This Declaration of Protective Covenants may be amended in whole or in part during the first twenty (20) year period by a written instrument executed by two-thirds (2/3) or more of the then record Owners.

Any termination or amendment to this Declaration of Protective Covenants must also be approved in writing by the Declarants (or their successors) in order to be valid. Any termination or amendment, which has been approved by the Declarants, must be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.

Whenever a vote of the Owners is required in this Declaration of Protective covenants, an Owner shall be entitled to one (1) vote for each Tract owned. Two or more persons owning a Tract (e.g., joint ownership by a husband and wife, etc.) shall collectively be entitled to one (1) vote per Tract.

Section 3: Benefits and Burdens. The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarants and the Owners of the Tracts located within the Subdivision and their respective heirs, successors, personal representatives and assigns.

Sections 4: Severability. Invalidation of any one of the provisions or restrictions in this Declaration of Protective Covenants by judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Sections 5: Variances. Variances to any of the covenants contained herein may be granted by the Committee as appropriate in special cases and circumstances, at the sole discretion of the Committee, on an extremely limited case-by-case basis. The Committee must approve any and all variances in writing.

Section 6: No Liability. Neither Declarants, any member of the Committee, Crystal Valley Estates, LLC, Larry Sutherland, Kimberlee Sutherland, or any successors or assigns of the aforementioned shall be liable for damages or otherwise liable to anyone or to any Owner by reason of mistake in judgment, negligence, nonfeasance or for any act or omission whatsoever arising out of or in any way related to any of the covenants or provisions in this Declaration of Protective Covenants in its entirety including, but not limited to, the approval, disapproval, or failure to approve any plans, specifications or variance, or the enforcement or failure to enforce any of these protective covenants against any Owner in violation thereof.

IN WITNESS WHEREOF, this Declaration of Protective Covenants has been executed this 13<sup>th</sup> day of September, 2005.

Crystal Valley Estates, LLC, GRANTOR

BY: Larry Sutherland  
Larry Sutherland, member

BY: Kimberlee Sutherland  
Kimberlee Sutherland, member

STATE OF WYOMING )  
                                  ) SS:  
COUNTY OF LARAMIE )

The foregoing "Declaration of Protective Covenants for Red Sky Estates" was acknowledged before me by Larry Sutherland and Kimberlee Sutherland in their capacities as members of Crystal Valley Estates, LLC this 13<sup>th</sup> day of September, 2005. Witness my hand and official seal. My commission expires: Sept 7, 2008

SEAL



Elizabeth T. Shafer  
Notary Public

STATE OF WYOMING       )  
                                  ) SS:  
COUNTY OF LARAMIE     )

**CRYSTAL VALLEY ESTATES LLC**  
to  
**THE RED SKY ESTATES COMMON OPEN SPACE ASSOCIATION, INC.**

**DECLARATION OF PROTECTIVE COVENANTS**  
of  
**RED SKY ESTATES OPEN SPACE**

KNOW ALL MEN BY THESE PRESENTS, that Crystal Valley Estates, LLC, a Wyoming limited liability company, Grantor, the owner of Tracts 1-24 Red Sky Estates Subdivision, a subdivision situated in a portion of

the SE1/4 of Section 20, T.14N., R.65W., 6<sup>th</sup> P.M.,  
Laramie County, Wyoming

Does hereby covenant, agree and make the following declarations ("Declarations" or "Declaration") applicable to Tracts 9, 19 and 24 of Red Sky Estates, hereinafter referred to as "Common Open Space" of Red Sky Estates Subdivision, as shown on the Final Plat of Red Sky Estates subdivision, recorded at Plat Cabinet 8, Slot 161, records of the Laramie County Clerk, such Open Space constituting a total of 103.20 Acres, more or less.

1.     **INTENT.** This Common Open Space is provided for native plant and wildlife habitat conservation, preservation of visual values, preservation of natural drainage, erosion control, and passive recreational use by Subdivision Tract owners and grazing. This Declaration and its establishment of this Common Open Space conservation area shall be perpetual and may not be altered or amended in any manner by Grantor, the Association or any Tract owner or owners. The Common Open Space area shall be accessible only to Members of the Red Sky Estates Common Open Space Association, Inc., their immediate family and their guests.

The term "passive recreational uses" includes, but is not limited to, hiking, picnicking, and other uses which do not injure or scar vegetation, promote erosion, or interfere with wildlife use or riparian areas within the Common Open Space.

2.     **THE RED SKY ESTATES OPEN SPACE ASSOCIATION.** The ownership of any Tract subject to this Declaration shall impose and confer upon any such Owner the obligations and benefits of membership in the Red Sky Estates Common Open Space Association, Inc., a Wyoming non-profit corporation, (the "Association"), organized by Grantor for the administration and enforcement of this Declaration.

3.     **MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION.** Each Tract owner shall be a Member of the Association. If a Tract is owned by more than one person, the Tract owners shall designate in writing directed to the Association the name of one (1) Tract owner who shall be

the Member on behalf of such Tract owners. The Association shall own, maintain, manage and insure certain real and personal property assets in, on and appurtenant to the Common Open Space, including fencing, parking areas, common trash disposal areas, walkways, paths and shrubs; enforce this Declaration; assess its members for the costs of its operations, for insurance, property taxes and other governmental assessments and for the costs of management and maintenance of the Common Open Space; provide an organizational entity for other activities of the Tract owners and promote the common interests of its members as the same relate to the Common Open Space. The administration of the Association shall be in accordance with the provisions of this document, the Articles of Incorporation and with the By-Laws of the Association.

Each Tract owner agrees to abide by the By-Laws of the Association as the same may be amended from time to time. In the event of conflict between the provisions of the By-Laws and the provisions of this Declaration, the provisions of this Declaration shall prevail. To the extent permitted by law, violations of the By-Laws shall be in violation hereof and actions for compliance shall be enforceable in the same fashion as actions brought for compliance with this Declaration. The Board of Directors of the Association shall provide copies of the By-Laws to each Tract owner upon request.

4. **ASSOCIATION ASSESSMENT.** The Association shall have the power to levy assessments, and each Tract owner by acceptance of a deed to Tract hereby agrees to pay the Association the initial assessment and any annual assessments levied by the Association as hereinafter provided. The initial and annual assessments may be used to pay expenses of the Association including all costs, fees and charges incurred by the Association in carrying out its powers, duties, obligations and authority, including but not limited to insurance, property taxes and other governmental assessments, costs of management and maintenance of the Common Open Space, costs of correcting any breach of covenant, costs of prosecuting or defending any civil action relating to this Declaration, a breach of covenant or the enforcement thereof, or relating to the indemnification of the directors and officers of the Association therefor and including but not limited to reasonable attorneys' fees and court costs. The initial assessment to be imposed upon Members shall be determined by the Association, but shall not exceed an individual Member's proportionate share of the costs of the Association. Thereafter, determination of the due dates and amounts of assessments shall be made on at least an annual basis at a regular meeting of the Association. Grantor shall pay such assessment for each Tract held by it from and after the date of recording of this Declaration. All Individual Assessment Notices sent to Members shall itemize each such cost and the Member's proportionate share of such total cost amount.

Delinquent assessments shall bear interest at such interest rates as are from time to time established by the Association (which interest shall not exceed the maximum legal interest rate allowed to be charged to an individual under the laws of the State of Wyoming then in effect). The Association shall have the right to establish a late charge for delinquent payments in addition to interest charges.

No Tract owner shall be exempt from liability for such owner's share of the Association assessments by the abandonment of the owner's Tract.

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DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 10 OF 14

DECLARATION OF PROTECTIVE COVENANTS

The Association shall have a lien upon the estate or interest in any Tract and the improvements thereon for the payment of the assessments chargeable against such Tract which remain unpaid for ninety (90) days after the same have become due and payable, together with any interest and late charges assessed. The lien shall take effect and relate back to the date of recording this Declaration. A certificate evidencing the lien, signed by an authorized officer of the Association, may be filed with the County Clerk, Laramie County, Wyoming, pursuant to the authority given by the Board of Directors. Such certificate shall contain a description of the Tract and the name or names of the record owner or owners thereof and the amount of such unpaid portion of the assessments. Such statement of lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the court in an action brought to discharge such lien as hereinafter provided. In addition, the owner of the Tract shall be personally liable for the assessments chargeable to the Tract for the period of such owner's ownership of the Tract. No portion of the land which does not consist of a Tract shall be subject to a lien for Association assessment. The lien provided for in this paragraph for Association assessments shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments, and such lien may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association or by an authorized officer of the Association pursuant to the authority given to such officer by the Board of Directors. In any such foreclosure action, the owner or owners of the Tract shall be required to pay a reasonable rental for the Tract during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action the Association, or its agent, duly authorized by action of the Board of Directors shall be entitled to become a purchaser at the foreclosure sale.

Any owner who believes that the portion of Association assessments levied with respect to such owner's Tract, for which a certificate of lien has been filed by the Association, has been improperly charged against such Tract may bring an action in the District Court in and for Laramie County, Wyoming, for declaring judgment as to such impropriety and for the discharge of such lien. In any such action, if it is finally determined that such portion of the Association assessment has been improperly charged, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of such lien.

5. **RESTRICTIVE USE.** Prohibited uses of and actions on the Common Open Space include, but are not limited to:

- a) Planting trees, shrubs, etc. in the Common Open Space by any person other than the Board of Directors of the Association or a person acting under authority granted to them by the Board of Directors of the Association;
- b) Locating, constructing or storing objects of any kind such as sheds, playhouses, fences, toys, vehicles, tools, garden equipment; etc. in the Common Open Space;
- c) Injuring or scarring vegetation, promoting erosion, or interfering with wildlife use or riparian areas of the Common Open Space other than those actions deemed appropriate by the Board of Directors of the Association necessary for healthy management of the Open Space ecosystem;
- d) Dumping of any kind, including disposal of tree branches, brush, grass clippings, trash, yard waste, debris or pet waste in the Common Open Space;

DECLARATION OF PROTECTIVE COVENANTS

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DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 11 OF 14



- e) Entering upon the Common Open Space with construction or delivery vehicles to access Tracts. In circumstances where no other alternatives for access exist and material damage will not occur, the Association may consider granting temporary access privileges to a Member. Monetary cost to Members is not a justifiable reason for access privileges to a Member or his or her agents upon the written request of the Member. The Member must agree to indemnify and hold the Association harmless from any resulting damage or injury. The Member is responsible for all personnel costs including arborists, engineers, consultants, and any and all costs incurred for restoration of the Common Open Space to its original condition, and may, at the discretion of the Association, be required to place a deposit with the Association to ensure compliance. This paragraph shall not be construed to prohibit access across the Open Space for maintenance and emergency vehicles;
- f) Use or operation of motorcycles, ATVS, and any other motorized vehicles or equipment or motorized model airplanes or model cars, except maintenance and emergency vehicles;
- g) Discharging firearms or fireworks from or onto the Common Open Space and lighting sparklers, pop bottle rockets or any other incendiary device;
- h) Igniting or causing any fire on the Common Open Space (fire pits, stoves or grates are not permitted);
- i) Any activity or conduct that has any potential of damaging the Common Open Space, its plants or animals, its riparian or wetland areas or that may cause noise or disruption to Members;
- j) Discharging and/or use of any firearms within the Common Open Space including without limitation rifles, pistols, shotguns, pellet guns, B-B guns or any other device of like kind and/or nature; and/or
- k) Hunting or harvesting of any animal, of any kind, type or nature, from within the Common Open Space or as may cross through an/or over the Common Open Space, with the exception of grazing as approved by the Board of Directors of the Association.

6. **OUTBUILDINGS.** No shed, lean-to, canopy or other structure shall be constructed or permitted on the Common Open Space, other than any structures owned and built by the Board of Directors of the Association deemed necessary for management of the Common Open Space ecosystem.

7. **SIGNS.** Except for signs installed by the Association at such places along the boundary of the Common Open Space that identify the Common Open Space and its exclusive use and control by the Association and its Members, no sign of any kind shall be permitted on the Common Open Space.

8. **PETS AND ANIMALS.** Commonly accepted domestic pets may be permitted on the Common Open Space only when on a leash and under the control of a Member, a member of the Member's family or the invited guest of a Member.



9. FENCING. No fencing of any sort beyond that exterior boundary fencing originally installed by Grantor or fencing installed by the Board of Directors of the Association shall be permitted on the Common Open Space.

10. BINDING EFFECT. This Declaration, the Common Open Space and all restrictions set forth herein run with the Common Open Space and are perpetual.

11. ENFORCEMENT. These covenants, conditions and restrictions may be enforced by any legal or equitable Tract owner(s), the Association, or the Grantor and its successor and assigns, by appropriate proceedings at law or in equity against those persons violating or attempting to violate, or for restraining a future violation of these covenants, for recovery of damages for any violation, or for such other and further relief as may be available. The Association is charged with the obligation and is authorized, acting by and through its Board of Directors, to take appropriate action in any situation where usage or conduct is clearly inconsistent with the stated intent of this Declaration, the By-Laws of the Association or any properly adopted resolution of the Association of which the Members have notice. If a Member violates this Declaration by damaging the Common Open Space, the Association shall restore the Common Open Space to its prior condition and assess the cost thereof against the Member who violated this Declaration and such cost shall become due and payable upon demand. The Association shall have the same rights and powers to collect the cost of such restoration as provided for the collection of delinquent assessments. Additionally, the Association shall have the right to suspend the violating Member's voting rights in the Association, suspend his or her use privileges over the Common Open Space, and commence any legal or equitable action against him or her for damages, injunctive relief, or both, including the recovery of costs and reasonable attorney's fees incurred by the Association in enforcing this Declaration. The failure to enforce or cause the abatement of any violation of these covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be the same or a different provision within these covenants.

In the event that any person enters the Common Open Space without the authority granted herein, the Association may pursue all remedies available to any landowner under Wyoming law, including, but not limited to charges of and/or complaints of trespass, nuisance and damages.

The prevailing party in any such action or proceeding provided above either to enjoin a violation or for the recovery of damages shall be entitled to recover without limitation reasonable attorneys' fees and costs of such action.

**Although it is a right, it is neither the obligation nor the responsibility of the Association or Grantor to prosecute violations of these covenants on behalf of any owner(s). Under no circumstances shall a Tract owner bring any claim, demand or action against the Association or Grantor relating in any way to a violation of the covenants by another Tract owner.**

12. AMENDMENT. This Declaration may be amended in whole or in part by an instrument in writing executed by four-fifths (4/5) or more of the then record Tract owners. No amendment to this Declaration shall be effective unless it is in recordable form and until it has been filed for the record with the Laramie County Clerk.



13. 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 provision, which shall remain in full force and effect.

14. BENEFITS AND BURDENS. The terms and provisions contained in this Declaration shall bind and inure to the benefit of the Grantor and the owners of the Tracts located within the Red Sky Estates Subdivision and their respective heirs, successors, personal representatives and assigns.

15. NO LIABILITY. Neither Grantor nor any member, officer, employee or agent thereof, Red Sky Estates Common Open Space Association, Inc. nor any member of the Board of Directors thereof, or any successors or assigns of the aforementioned shall be liable for damages or otherwise liable to anyone or to any Tract owner by reason of mistake in judgment, negligence, nonfeasance or for any act or omission whatsoever arising out of or in any way related to any of the covenants or provisions in this Declaration in its entirety including, but not limited to, the enforcement or failure to enforce any of these protective covenants against any Tract owner in violation thereof.

Dated this 13th day of September, 2005.

CRYSTAL VALLEY ESTATES LLC,  
Grantor

BY:

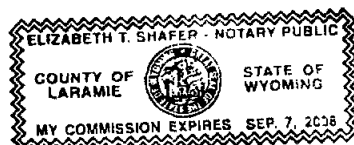
  
LARRY D. SUTHERLAND,  
MANAGING MEMBER

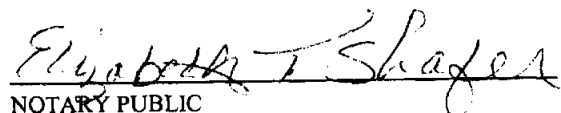
STATE OF WYOMING     )  
                                      )  
COUNTY OF LARAMIE    )

The foregoing Declaration was acknowledged before me this 13th day of September, 2005, by Larry D. Sutherland, known to me to be the Managing Member of Crystal Valley Estates LLC, who swore and affirmed that he was executing this document with the authority of the members of CRYSTAL VALLEY ESTATES LLC and on behalf of CRYSTAL VALLEY ESTATES LLC. Witness my hand and official seal. My commission expires:

Sept. 7, 2008

SEAL



  
NOTARY PUBLIC

  
RECORDED 9/13/2005 AT 12:50 PM REC# 427287 JK# 1904 PG# 1593  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 14 OF 14

# SUBDIVISION SETUP FORM

Subdivision Proper Name RED SKY ESTATES

Received from LUCKY STAR INC.

Grantor CRYSTAL VALLEY ESTATES LLC Document Date 06/07/2005

Grantee IN RE RED SKY ESTATES

Legal Description M&B PTN SE4 SEC20 T14N R65W

## SUBDIVISION INFORMATION

Short Alpha Name RED SKY EST Number 2963

Block Name NONE Lot Name TRACT

Replats Previous Platting Y/N Defunct Subdivision Y/N

Covenants Book/Page \_\_\_\_\_ Old Hard Copy Book/Number COMP

## ABSTRACTING INFORMATION

For suffix 40-69 (Existing Parcels Affected)

TWN/SUBD	RNG/BLOCK	BEGIN SEC/LOT	END SEC/LOT	R/V SW
<u>14</u>	<u>65</u>	<u>20</u>		

For suffix 70-99 (New Parcels Created)

BLOCK #	BEGIN LOT	END LOT	BLOCK #	BEGIN LOT	END LOT
<u>2963</u> <u>NONE</u>	<u>1</u>	<u>24</u>			

020-045 (R12/01)