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COPY TO ASSESSOR

STATE OF WYOMING

LARAMIE COUNTY
TO THE PUBLIC

DECEMBER 14, 1999

NOTICE OF REVISION TO
DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, THAT PARAGRAPH TWO OF THE
DECLARATION OF PROTECTIVE COVENANTS FOR THE DEVELOPMENT KNOWN AS THE
SEASONS ESTATES: RECORDED IN BOOK 1460 PAGE 1008

THE SEASONS ESTATES
TRACT 1-4B
A SUBDIVISION

A portion of Section 35, except the West 40 feet thereof, Township 14
North, Range 64 West of the 6th P.M., Laramie County, Wyoming

IS HEREBY AMENDED AS FOLLOWS:

Dave Berry, Debbie Edmonds, Doug Samuelson and Christine Lummis
hereby resign as members of the Architectural Control Committee and
appoint in their stead Bernard Lowery and Ethel Rabel. The mailing
address of the committee is P.O. Box 2215, Cheyenne, Wyoming 82003.

The remaining provisions of the DECLARATION OF PROTECTIVE COVENANTS
are hereby confirmed in all other respects.

DATED this 30th day of December, 1999.

Dave Berry
Dave Berry

Debbie Edmonds
Debbie Edmonds

Doug Samuelson
Doug Samuelson

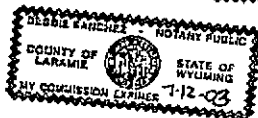
Christine Lummis
Christine Lummis

STATE OF WYOMING)
COUNTY OF LARAMIE) SS

Subscribed and sworn to before me by Dave Berry, Debbie
Edmonds, Doug Samuelson and Christine Lummis this 30th day of December,
1999 Witness my hand and official seal. My commission expires: 7-12-03

SEAL

Debbie Edmonds
Notary Public



RECORDED 1/05/2000 AT 9:15 AM REC# 266875 BK# 1543 PG# 933
TERRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 1

COPY TO ASSESSOR

210079

STATE OF WYOMING

LARAMIE COUNTY CLERK
CHEYENNE, WY.

LARAMIE COUNTY
TO THE PUBLIC

'97 SEP 15 PM 1 48

AUGUST 01, 1997

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that all tracts lying within a development know as THE SEASONS ESTATES:

THE SEASONS ESTATES
TRACT I-48
A SUBDIVISION

A portion of Section 35, except the West 40 feet thereof, Township 14 North, Range 64 West of the 6th P.M., Laramie County, Wyoming.

are now owned and held, subject to all the restrictions, conditions, charges and agreements contained in the Declaration of Protective Covenants, by DB-1, LLC, a Wyoming Limited Liability company. DB-1, LLC being the owner of all said tracts, does hereby covenant and agree that any subsequent grants of any said tracts shall be made subject to the following covenants and restrictions:

1. COVENANTS TO RUN WITH THE LAND. All tracts contained in the land described above shall be restricted to the covenants herein contained and said covenants shall be deemed to run with the land, shall be a burden on the land described above as The Seasons Estates, and shall be of the benefit to owner, it's successors and assigns and any person acquiring or owning an interest in the real property, their grantees, successors or assigns. It is intended that these residential-agricultural tracts shall be used and occupied as small ranchettes, and that the owners will have full enjoyment of these ranchettes, subject however, to the covenants herein. No other land owned by DB-1, LLC shall be subject to or burdened by these covenants even though such lands may benefit from these covenants.

2. ARCHITECTURAL CONTROL COMMITTEE: Architectural Control Committee for The Seasons shall consist of Dave Berry, and Debbie Edmonds, Doug Samuelson, and Christine Lummis so long as they desire to serve. The mailing address of this committee is DB-1, LLC, 800 VANDEHEI AVE., Cheyenne, Wyoming 82009. A majority if the committee may designate a successor or additional members. No member of the committee, nor its designated representatives shall be entitled to any compensation of any kind for services pursuant to these covenants, although the members of the committee may be reimbursed for any expenses incurred as members of the Architectural Control Committee including the expense of legal fees. The

BOOK 1460

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Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this covenant, or any covenant herein.

3. **APPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE:** No building shall be erected, placed or altered on any tract until the building plans, specifications and plot plan, showing the location thereof, have been approved in writing by the Architectural Control Committee. In the event the committee, or its designated representative, fails to approve or disapprove by majority vote, such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced sixty (60) days from the commencement of construction which is defined as the date of the pouring of footing, such approval will not be required and this covenant will be deemed to have been fully complied with.

4. **PERMISSIBLE STRUCTURE.** No structure other than one private, single family dwelling together with a private garage and suitable barn or shed for horses or animals, for use in connection with said single family dwelling, shall be erected, placed or permitted to remain on any of the tracts or lots contained therein.

5. **PROHIBITED STRUCTURES:** No mobile home, trailer, or any structure of a temporary character, basement, tent, shack, barracks, garage, barn or other outbuildings shall be used on any lot as a family dwelling, either temporary or permanently. However, this covenant shall not restrict a modular structure with a pitched roof and placed on a permanent foundation of concrete or concrete block, or a foundation which is VA or FHA approved, and approved by the Architectural Control Committee (ACC). This covenant shall not restrict a building contractor or land developer from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of erecting and selling dwelling, provided the ACC, shall have the authority to order the removal of said temporary structures whenever in its sole discretion the same have been on the premises an unreasonable length of time. No modular structure of an age greater than 5 (Five) years old will be allowed to be placed on a tract without the prior approval of the ACC. No offensive outdoor lighting will be allowed, i.e. lighting that may be to bright and affect the other neighbors.

6. **SIZE OF PRINCIPAL DWELLING:** The principal dwelling shall have a minimum, fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, and garage, of one thousand one hundred fifty (1,150) square feet; except that where the said principal dwelling is a 1 1/2 or 2 story dwelling, the minimum may be reduced to eight hundred (800) square feet of the ground floor area, providing that the total living area of the 1 1/2 or 2 stories is not less than one thousand two hundred fifty (1,250) square feet. All dwellings shall have a minimum width of twenty four (24) feet.

7. **SET BACKS:** No building or attached appurtenance shall be located on any tract or lot nearer than one hundred (100) feet from any tract or lot line of said tract or lot.

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8. PROHIBITED ACTIVITIES: No activity of a noxious nature may be conducted upon any tract in this Development, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighbors. No non-agricultural trade, business or manufacturing may be conducted upon the land within the subdivision, except that professional occupations such as those of a real estate agent, dentist, engineer, lawyer, doctor and home occupations may be conducted from the main dwelling. Noise generated on the premises must be contained so as to not interfere with the quiet enjoyment of the owners of adjoining parcels. For the purpose of this section, unlicensed or junk vehicles, waste products and salvage materials among other things shall be considered a nuisance. Trash, garbage and waste shall be deposited in clean, sanitary containers.

9. SEWAGE DISPOSAL: Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the Laramie County Department of Environmental Health. No septic tank or field system shall be nearer than one-hundred (100) feet to any building plot line except with the consent of the appropriate health officials of the county and state. No sewage, waste water, trash, garbage or other debris shall be emptied, discharged or permitted to drain into any body of water in or adjacent to the Development. All toilet facilities must be a part of the residence, barn or garage and shall be of a modern flush-type and connected with a proper septic tank system.

10. SIGNS: No signs of any kind shall be displayed to the public view on any tract except one sign of not more than five (5) square feet advertising the property for sale or rent, except signs used by builders to advertise the property during the construction or repair, or a sign announcing the residence of the owner.

11. UTILITY EASEMENTS AND RIGHT OF WAYS: Easement and right of way as shown on the recorded plat are hereby reserved in this Development for pole, wires, pipes and conduits for heating, lighting, electricity, gas, telephone, sewer, water and any other or quasi-public utility service purpose, together with the right of ingress and egress at any time for the purpose of further construction and repair. Unless waived in writing by the Architectural Control Committee (ACC), all utilities and service lines shall be underground.

12. ANIMALS: Any domestic animals and household pets owned by the occupant or the owner of the tract or lot shall be kept confined within the owned or occupied premises. At no time shall any dog be allowed to run at large. Animals, including horses, cattle, sheep, fowl, and domestic pets shall be permitted on individual parcels. Animals should be under control so as to not be a nuisance to other parcel owners, and shall be properly cared for with adequate maintenance, food, water, and shelter. It shall be the responsibility of the owner to fence the parcel when livestock are to be maintained on such parcel. Overgrazing by livestock is prohibited. These covenants prohibit large numbers of livestock or fowl from being raised in barns or corrals for extended periods of time such as found in feedlots or breeding facilities. No tract shall be used or developed for commercial operation of chickens or any livestock or horses. The raising or keeping of livestock for 4-H, FFA, or recreational purposes, will be permitted provided that the animals are properly controlled to prevent damage to the tract or other properties.

Maintenance of horses, livestock, and pets upon the premises shall be upon the following conditions: B

- (1) The premises shall be maintained in a clean and sanitary condition.
- (2) The premises shall not be overgrazed nor the character of the premises changed or destroyed.
- (3) The animals shall not be permitted to run at large and must be strictly confined to the owner's property by an approved fence.

13. FIREARMS: Firearms may not be used in such a way as to cause injury, inconvenience, damage or harm to any person or structure, on any tract. Firearms may not be used in such a manner as to cause any projectile to leave the property or premises of the tract.

14. FENCES: All fences surrounding the tract shall be constructed of a wooden, pole-type construction or of a four (4) strand wire with posts on twenty (20) foot centers constructed to standards applicable to the Wyoming Highway Department, or other fencing approved by the ACC.

15. SUBDIVISION OF TRACTS: No tract shall be subdivided or otherwise split into smaller tracts.

16. DURATION AND ALTERATION OF PROTECTIVE COVENANTS: These covenants, restrictions, and conditions shall run with the property, shall be binding upon all persons now and hereafter owning parcels of the Property and shall be in effect for a period 30 years from the date of the recording of these covenants. After 30 years these covenants shall be of no further force or effect unless the owners of a majority of the parcels shall elect, in a written document, recorded in the office of the Clerk and Recorder of Laramie County, to extend the covenants for an additional specified period. These Protective Covenants may be altered, in whole or in part, at any time by the then owners of two-thirds (2/3) of the parcels, in a written and recorded instrument.

17. ENFORCEMENT OF COVENANTS: Those owners of the parcels subjected to these covenants shall enforce these covenants by the appropriate proceedings at law against those attempting to violate any covenants. Judicial proceeding may be commenced for the purpose of removing a violation, or for such other and further relief as may be available. The failure to enforce or to cause the abatement of a violation of these covenants, shall not preclude or prevent the enforcement of a further or continued violation of these covenants, whether such violation shall be of the same, or a different provision with these covenants. In the event of any litigation arising out of these Protective Covenants, the court may award all reasonable costs and expenses, including attorneys' fees, to the prevailing party. The Architectural Control Committee is in no way responsible for the enforcement of the restrictions in this declaration.

18. EFFECT OF JUDICIAL INVALIDATION: Invalidation of any one of these restrictions, by the judgment of Court shall in no way effect any of the other provisions which shall remain in full force and effect.

19. EASEMENTS AND RIGHTS OF WAY as shown on the recorded plat are hereby reserved in this subdivision for poles, wires, pipes, and conduits for heating, lighting, electricity,

gas, telephones, cable TV, sewer, water or any other public/quasi public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction and repair.

20. All utility lines, connections and installation of wires to homes shall remain underground within the property from the nearest available source to the structure and shall be the responsibility of the new owner, builder and/or the utility company. This does not prevent utility lines within the utility easements provided within the plat from being above ground.

DATED this 1st day of August, 1997


DAVE BERRY, PRESIDENT DB-1, LLC

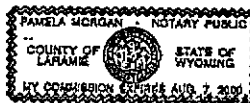
STATE OF WYOMING)
COUNTY OF LARAMIE) SS

The foregoing instrument was acknowledged before me David L. Berry, President of DB-1, LLC., this 1st day of August, 1997

Witness my hand and official seal.


NOTARY PUBLIC

My Commission Expires: 8/7/2000



BOOK 1460

1012