STATE OF WYOMING
COUNTY OF LARAMIE
RECORDED AS:

CONNECTIONS, COVENANTS, AND RESTRICTIONS
AFFECTING THE W/4 OF SECTION 31 T15N R61W
OF THE 6TH PM EXCLUDING A TEN ACRE PORTION
DESCRIBED AS FOLLOWS:

THIS DECLARATION, made this 23rd day of January, 1979, by David D. Johnson and Dan A. Glant, herein called the Declarants,

WITNESSETH:

WHEREAS the Declarants are the owners of certain property in Laramie County, Wyoming, herein called Tract A and,

WHEREAS the Declarants are desirous of subjecting this real property to various restrictions and conditions, hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, the Declarants declare that Tract A is, and shall be, held transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, liens and charges hereinafter set forth:

CLAUSE I

Property Subject to This Declaration

The real property which is held and shall be conveyed, transferred, and sold subject to the various conditions and restrictions, herein set forth in the various clauses and subdivisions of this Declaration, is located in the County of Laramie, State of Wyoming, and is more particularly described as:

W/4 of Section 31, Township 15 North, Range 61 West excluding a parcel of land in Lot 4 of Section 31, T.15N., R.61W., 6th P.M., Laramie County, Wyoming; being more particularly described as follows:

Beginning at the Southwest corner of Section 31;

thence northerly along the west line of said section, a distance of 660 feet to a point;

thence easterly parallel to the south line of said Section 31, a distance of 660 feet to a point;

thence southwesterly, parallel to the west line of said Section 31, a distance of 660 feet to a point;

thence westerly, along the south line of said section, a distance of 660 feet to the point of beginning;

said parcel containing 10.0 acres, more or less.

RANK 1119
No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto:

CLAUSE II

The real property described in Clause I hereof is subjected to the covenants, restrictions, conditions hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against the improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to insure the highest and best development of the property; to encourage and secure the erection of attractive homes with appropriate locations on building sites to prevent haphazard and inharmonious improvement of building sites; and, in general, to provide adequately for a high-type and quality of improvement in said property and thereby enhance the values of investments made by purchasers of building sites.

PART A RESIDENTIAL AREA COVENANTS

A-1 LAND USE AND BUILDING TYPE

The Declarants do hereby restrict the use of any and all building sites within the said Tract A to uses only for residential, family-dwelling houses, together with ancillary attachments to such houses, as are hereinafter provided (A-2 Exceptions).

The Declarants do hereby expressly restrict and forbid the building and erection of any and all commercial and business type building structures upon the said Tract A.

No parcel shall be occupied by a trailer house or transportable home except when a permanent house is being constructed on the same lot. The use of a trailer house or transportable home as a dwelling during construction of a permanent home shall not exceed three years.

A-2 EXCEPTIONS

Barns, stables, and other ancillary structures may be constructed; however, all such structures must be architecturally compatible.

A-3 BUILDING LOCATION

Any parcel adjacent to the Skyview Airpark runway shall not have any improvements or fixtures installed, which will intersect a 7:1 plane drawn from the runway centerline.

A-4 BUILDING SIZE

All residences exceeding one story shall have a ground floor main structure of not less than 900 square feet excluding open porches, garages, hangers, and basements. Dwellings of one story or split level shall have not less than 1200 square feet in size.
A-5 NUISANCES

No noisome or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

A-6 TEMPORARY STRUCTURES

Except as provided in paragraph A-1, no structure of a temporary character, trailer, basement house, tent, shack, barn or other outbuilding shall be used on any parcel at any time as a residence, temporarily or permanently.

A-7 SIGNS

No sign of any kind shall be displayed to the public view on any parcel except one professional sign of not more than one foot square, or one sign of not more than five square feet advertising the property for sale or rent.

A-8 LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind except household pets shall be kept, bred, or maintained for any commercial purpose.

A-9 GARBAGE AND REFUSE DISPOSAL

No parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be stored except in sanitary containers. All incinerators, or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Junked or immobile automobiles may be stored only in buildings or in areas screened from sight.

A-10 SEWAGE DISPOSAL

Sewage disposal systems on all parcels shall be designed, located, and constructed in accordance with the requirements, standards, and recommendations of the State public health authority.

A-11 TIME OF CONSTRUCTION

Once construction has been initiated on any structure, that structure shall be externally finished within three years of the initiation of construction. Extensions of time may be granted by the Declarants; however, all extensions must be in writing.

PART B MISCELLANEOUS

B-1 TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1994 (twenty-five year period) at which time said covenants shall be automatically extended for successive periods of 10 years unless, by a majority of the then owners of the parcels covered by these covenants, it is agreed to change said covenants in whole or in part.
B-2 VIOLATION

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other due for such violation.

B-3 INVALIDATION

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

ACKNOWLEDGMENT

STATE OF WYOMING )
COUNTY OF LARAMIE ) ss:

Dated: ____________________________

David Johnson

The foregoing instrument was acknowledged before me by ____________________________ and ____________________________

day of ____________________________, 1979

my hand and official seal.

Notary Public

STATE OF WYOMING 
COUNTY OF LARAMIE

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
AFFECTING THE PROPERTY DESCRIBED AS FOLLOWS:

A portion of the SE1/4SW1/4 of Section 31, T15N., R64W. of the 6th P.M., Wyoming being described as follows:

Beginning at a point on the west boundary of Skyview Estates (amended) as recorded in the Laramie County records and the centerline of Piper Lane from which point the south quarter corner of said Section 31 bears S. 0 deg 05 min 33 sec W. a distance of 935 feet, said point also being the beginning of a circular curve concave to the north the radius of which is 531.63 feet and at which point a line tangent bears N. 87 deg 28 min 45.6 sec W.;

thence westerly along the centerline of Piper Lane and along said curve through a central angle of 6 deg 25 min a distance of 59.45 feet to the point of ending of said curve;

thence N. 81 deg 03 min 46 sec W. and along the centerline of Piper Lane a distance of 330.5 feet to the beginning of a circular curve concave to the northeast the radius of which is 906.7 feet;

thence westerly along the centerline of Piper Lane and along said curve through a central angle of 4 deg 56 min 14.8 sec a distance of 78.13 feet to a point on a line parallel with and 860 feet distant westerly from the west boundary of said Skyview Estates;

thence S. 0 deg 05 min 33 sec W. along said parallel boundary a distance of 322.4 feet, more or less, to a point on the north boundary of the Runway Clear Zone as described in Book 1119 at Page 104 of the Laramie County Records;

thence S. 87 deg 21 min 43.7 sec E. along said north boundary a distance of 660.65 feet, more or less to a point on the west boundary of said Skyview Estates;

thence N. 0 deg 05 min 33 sec E. along the west boundary of said Skyview Estates a distance of 449 feet, more or less, to the Point of Beginning.

Reserving a utility easement lying between two parallel line 40 feet and 56 feet distant southerly from the above described centerline of Piper Lane.

The above described parcel of land contains 7.3 acres, more or less, and is hereinafter called the Property.

THIS DECLARATION, made this 26th day of July, 1993, by David C. Johnson and Dan A. Glandt, herein called the Declarant.
WITNESSETH:

WHEREAS the Declarants are the owners of certain property in Laramie County, Wyoming, as described above and,

WHEREAS the Declarants are desirous of subjecting this real property to various restrictions, conditions and easements, hereinafter set forth, each and all of which is and are for the benefit of said property and for the owner thereof, and shall inure to the benefit of and pass with said property, thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, the Declarants declare that the Property is, and shall be, held transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, assessments, liens and charges hereinafter set forth:

CLAUSE I

Property Subject to this Declaration

The real property which is held and shall be conveyed, transferred and sold subject to the various conditions, restrictions and easements, herein set forth in the various clauses and subdivisions of this Declaration is located in the County of Laramie, State of Wyoming.

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

CLAUSE II

The real property described in clause I hereof is subjected to the covenants, restrictions, conditions hereby declare to insure the best use and the most appropriate development and improvement of the building site thereof; to protect the owners of surrounding building sites as will appreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to insure the highest and best development of the property; to encourage and secure the erection of an attractive home with an appropriate location on the building site; to prevent haphazard and inharmonious improvement of the area; to secure and maintain proper set backs from streets and adequate free spaces between structures, and in general to provide adequately for a high-type and quality of improvement in said property and surrounding area, and thereby enhance the values of investments made by the purchaser.

PART A RESIDENTIAL AREA COVENANTS

A-1 LAND USE AND BUILDING TYPE
No building shall be erected, altered, placed, or permitted to remain on the property other than one permanent single-family residence not to exceed two and one half stories in height and a private garage and/or aircraft hanger combination with a common roof. One additional accessory building of architectural design compatible with the single family dwelling will be allowed. The property shall not be occupied by a trailer house or transportable home except when a permanent house if being constructed on the property. The use of a trailer house or transportable home as a dwelling during construction of a permanent home shall not exceed three years. Applications for deviation may be made to the Skyview Estates Architectural Control Committee.

Barns, stables and other ancillary structures may be constructed on the property, however, all such structures must be architecturally compatible and shall be subject to written approval by the Skyview Estates Architectural Control Committee prior to construction.

A-2 BUILDING LOCATION

A-2 (a) No building shall be located on the property nearer than 30 feet to the front or rear property line or nearer than 30 feet to any side street lines.

A-2 (b) No building shall be located nearer than ten (10) feet to an interior lot line.

A-3 (c) For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, however, these shall not be construed to permit any portion of any building on the property to encroach upon any adjoining property.

A-3 (d) The property shall not have any improvements, trees or fixtures installed, which will intersect a 7:1 plane drawn from the runway centerline.

A-3 (e) A residence built without an adjoining hanger/garage shall be located in such a manner that a 40 feet by 30 feet attachment may subsequently be constructed in accordance with the set back restrictions herein set forth.

A-4 BUILDING SIZE

All residences exceeding one story shall have a ground floor main structure of not less than 900 square feet excluding open porches, garages, hangers and basements. Dwellings of one story or split level shall have not less than 1200 square feet in size. Deviations may be secured by the Skyview Estates Architectural Control Committee.

A-5 CONSTRUCTION APPROVAL
Prior to construction, plans for all houses, auxiliary buildings, or other permanent structures must be approved by the Skyview Estates Architectural Control Committee.

A-6 EASEMENTS

An easement for installation and maintenance of utilities is reserved being a strip of land lying between two parallel lines 40 feet and 56 feet southerly from the north boundary of the property. Within this easement, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. The easement area and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public utility company is responsible.

A-7 NUISANCES

No noxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

A-8 TEMPORARY STRUCTURES

Except as provided in paragraph A-1, no structure of a temporary character, trailer, basement house, tent, shack, barn or other outbuilding shall be used on the property at any time as a residence, temporarily or permanently.

A-9 SIGNS

No sign of any kind shall be displayed to the public view on the property except one professional sign of not more than one foot square, or one sign of not more than five square feet advertising the property for sale or rent.

A-10 LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind except household pets shall be kept, bred or maintained for any commercial purpose. Household pets may be kept, bred or maintained and other animals may be kept, bred and maintained, subject to prior approval by the Architectural Control Committee.

A-11 GARBAGE AND REFUSE DISPOSAL

The property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be stored except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Junked or immobile automobiles may be stored only in buildings or in areas screened from sight.
A-12 SEWAGE DISPOSAL

Sewage disposal systems on all lots shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the state public health authority.

A-13 TIME OF CONSTRUCTION

Once construction has been initiated on any structure which has been approved by the Skyview Estates Architectural Control Committee, that structure shall be externally finished within five years of the initiation of construction. Extensions in time may be granted by the Declarants, however, all extensions must be in writing.

A-14 FIREARMS

Discharge of firearms within the subdivision is forbidden.

A-15 FURTHER SUBDIVISION

No further subdivision of the Property shall be made.

A-16 OBSTRUCTIONS TO VISION AT INTERSECTIONS

No fence, wall, hedge, tree or shrub planting shall be permitted or placed on the Property which obstructs sight of moving vehicles at the intersections of roadways.

A-17 VEHICLE PARKING

No vehicles, trailers, or vehicular equipment shall be habitually parked along any dedicated street.

Part B - SKYVIEW ESTATES ARCHITECTURAL CONTROL COMMITTEE

B-1 MEMBERSHIP

The Skyview Estates Architectural Control Committee shall be composed of three landowners in the subdivision. The initial Committee shall be appointed by the Declarant. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

B-2 PROCEDURE
The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with.

Part C - MISCELLANEOUS

C-1 TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1998 (five year period) at which time said covenants shall be automatically extended for successive periods of 10 years unless by a vote of a majority of the then owners of the property and lots in Skyview Estates, all Filings, and covered by covenants; it is agreed to change said covenants in whole or in part.

C-2 VIOLATION

If the parties hereto, or any of their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other due for such violation.

C-3 INVALIDATION

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

C-4 RIGHT OF SUBdivider

Subdivider, its successors or assigns, expressly reserves the right:

C-4 (a)

From time to time to amend or revoke any protective covenants then in existence in Skyview Estates, but no such amendment or revocation shall apply to any tracts that are sold prior thereto without the written consent of a majority of the then owners of any such tracts.

C-4 (b) To enter into agreements with the purchaser of any lot or lots (without the consent of the purchasers of other lots or
adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth, and any such deviation which shall be manifested by agreements in writing shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable by the original Subdivider, his successors or assigns on all other lots located in the said subdivision and the grantees of such other lots, except as against the lots where such deviation is permitted.

C-5 SKYVIEW AIRPARK PILOT'S ASSOCIATION

The owner of the Property shall be a member of the Skyview Airpark Pilot's Association and abide by the By-Laws of the Skyview Airpark Pilot's Association including the payment of dues.

Signature(s)  

ACKNOWLEDGMENT

STATE OF WYOMING  }  
COUNTY OF LARAMIE  }

The foregoing instrument was acknowledged before me by  

Dorset A. Slavt  and  David J. Johnson

this 26th day of July, 1997.

Notary Public

My Commission Expires: Jan 16, 1994

BOOK 1349

1009
STATE OF WYOMING  
COUNTY OF LARAMIE  

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS  
AFFECTING LOTS 34 THRU 106, 108, AND 109 OF  
SKYVIEW ESTATES, 2ND FILING, A SUBDIVISION.  

THIS DECLARATION, made this 19th day of NOVEMBER, 1994, by  
David C. Johnson and Dan A. Glandt, herein called the  
Declarants,  

WITNESSETH:  

WHEREAS the Declarants are the owners of certain property  
in Laramie County, Wyoming, herein called the Sky View Estates, 2nd  
filing and  

WHEREAS the Declarants are desirous of subjecting this  
real property to various restrictions, conditions and easements,  
hereinafter set forth, each and all of which is and are for the  
benefit of said property and for each owner thereof, and shall  
inure to the benefit of and pass with said property, and each and  
every parcel thereof, and shall apply to and bind the successors in  
interest, and any owner thereof;  

NOW, THEREFORE, the Declarants declare that the Skyview  
Estates are, and shall be, held transferred, sold and conveyed  
subject to the conditions restrictions, covenants, reservations,  
assessments, liens and charges hereinafter set forth:  

CLAUSE I  

Property Subject to this Declaration  
The real property which is held and shall be conveyed, transferred  
and sold subject to the various conditions, restrictions and  
easements, herein set forth in the various clauses and subdivisions  
of this Declaration is located in the County of Laramie, state of  
Wyoming and is more particularly described as:  

SE 1/4 of the SW 1/4 of Section 31, Township 15 North,  
Range 64 West except lot 107  

No property other than that described above shall be deemed subject  
to this Declaration, unless and until specifically made subject  
thereeto.
CLAUSE II

The real property described in clause I hereof is subjected to the covenants, restrictions, conditions hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against the improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to insure the highest and best development of the property; to encourage and secure the erection of attractive homes and hangars with appropriate locations on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper set backs from streets and taxways and adequate free spaces between structures, and in general to provide adequately for a high-type and quality of improvement in said property and thereby enhance the values of investments made by purchasers of building sites.

Part A - PROTECTED AREAS

A-1 FULLY PROTECTED RESIDENTIAL AREA

The residential area covenants in Part B in their entirety shall apply to lot 108.

A-2 PARTIALLY PROTECTED ADJOINING RESIDENTIAL AREA

The residential area covenants in Part B except B-3 (e) shall apply to lot 109 although exceptions are provided herein to allow more limited protection.

A-3 AIRPARK AREA

The airpark area, lots 34 through 106, shall have all residential area covenant numbers applicable except B-1, B-3(a), B-3(b), B-3(c), B-4, B-9 and the airpark area covenants in Part C shall apply in their entirety.

A-4 JOINTLY OWNED AREAS

Lots 110 through 118 are established as taxways and utility easements for the use of the adjoining lot owners. Lot 119 is established as a private roadway and utility easement for all lot owners in Skyview Estates. Owners of lots 34 through 106 shall each own one seventy-third (1/73) undivided interest in lots.
110 through 119. The ownership of the undivided interest in lots 110 through 119 shall run with and not be separated from the ownership of said hangar lots 34 through 106. The undivided interest owned will be the number of hangar lots owned divided by seventy three (73), the total number of hangar lots.

PART B RESIDENTIAL AREA COVENANTS

B-1 LAND USE AND BUILDING TYPE

No building shall be erected, altered, placed, or permitted to remain on the property other than one permanent single-family residence not to exceed two and one half stories in height and a private garage and/or aircraft hangar combination with a common roof. One additional accessory building of architectural design compatible with the single family dwelling will be allowed. No lot shall be occupied by a trailer house or transportable home except when a permanent house is being constructed on the same lot. The use of a trailer house or transportable home as a dwelling during construction of a permanent home shall not exceed three years. Applications for deviation may be made to the Skyview Estates Architectural Control Committee.

B-2 EXCEPTIONS - LOT 109

Barns, stables and other ancillary structures may be constructed on lot 109, however, all such structures must be architecturally compatible and shall be subject to written approval by the Skyview Estates Architectural Control Committee prior to construction.

B-3 (a) BUILDING LOCATION

No building shall be located on any lot nearer than 30 feet to the front or rear lot line or nearer than 30 feet to any side street lines.

B-3 (b)

No building shall be located nearer than ten (10) feet to an interior lot line.

B-3 (c)

For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, however, this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.
B-3 (d)

Lots 34 through 106 and lot 108 shall not have any improvements or fixtures installed, which will intersect a 7:1 plane drawn from the runway centerline.

B-3 (e)

Residences built without an adjoining hangar/garage shall be located in such a manner that a 40 feet by 30 feet attachment may subsequently be constructed in accordance with the set back restrictions herein set forth.

B-4 BUILDING SIZE

All residences exceeding one story shall have a ground floor main structure of not less than 900 square feet excluding open porches, garages, hangars and basements. Dwellings of one story or split level shall have not less than 1200 square feet in size. Deviations may be secured by the Skyview Estates Architectural Control Committee.

B-5 CONSTRUCTION APPROVAL

Prior to construction, plans for all houses, hangars, auxiliary buildings, or other permanent structures must be approved by the Skyview Estates Architectural Control Committee.

B-6 EASEMENTS

Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. The easement area and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public utility company is responsible.

B-7 NUISANCES

No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

B-8 TEMPORARY STRUCTURES

Except as provided in paragraph B-1, no structure of a temporary character, trailer, basement house, tent, shack, barn or
other outbuilding shall be used on any lot at any time as a residence, temporarily or permanently.

B-9 SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one foot square, or one sign of not more than five square feet advertising the property for sale or rent.

B-10 LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind except household pets shall be kept, bred or maintained for any commercial purpose. Household pets may be kept, bred or maintained on lot 108. On lot 109 other animals may be kept, bred and maintained, subject to prior approval by the Skyview Estates Architectural Control Committee. Animals, livestock or poultry including household pets shall not be allowed to roam outside of their owner's lot.

B-11 GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be stored except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Junked or immobile automobiles may be stored only in buildings or in areas screened from sight.

B-12 SEWAGE DISPOSAL

Sewage disposal systems on all lots shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the state public health authority.

B-13 LAND NEAR DRAINAGE EASEMENT

No building shall be placed nor shall any material or refuse be stored or placed within twenty feet of any drainage easement shown on the plat except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

B-14 TIME OF CONSTRUCTION

Once construction has been initiated on any structure which has been approved by the Skyview Estates Architectural Control Committee, that structure shall be externally finished
within three years of the initiation of the construction. Extensions in time may be granted by the Declarants, however, all extensions must be in writing.

B-15 FIREARMS
Discharge of firearms within the subdivision is forbidden.

B-16 FURTHER SUBDIVISION
No further subdivision of the lots within Sky View Estates, 2nd Filing shall be made.

B-17 OBSTRUCTIONS TO VISION AT INTERSECTIONS
No fence, wall, hedge, tree or shrub planting shall be permitted or placed on any lot which obstructs sight of moving vehicles at the intersections of roadways.

B-18 VEHICLE PARKING
No vehicles, trailers, or vehicular equipment shall be habitually parked along any dedicated street, private road or taxiway.

Part C - AIRPARK AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE
No building shall be erected, altered, placed, or permitted to remain on any lot or combined adjoining lots, other than one aircraft hangar of new construction and new construction materials. The exterior covering of the hangar shall be ribbed or corrugated metal with a factory applied color protective coating. The entire construction shall equal or exceed commercially available hangar buildings.

C-2 BUILDING LOCATION
No hangar shall be located on any lot nearer than 5 feet to a rear or side lot line nor nearer than 1 foot to a taxiway.

C-3 BUILDING SIZE
The minimum size of hangar allowed will be 40 feet by 30 feet. Tee type hangars will be allowed which have a width of 40
feet and a depth of 30 feet. Hangar doorways shall provide a minimum opening of 30 feet wide by 10 feet high and shall face an adjoining taxiway. Hangar doors will not face the runway.

C-4 (a) LOT AND BUILDING USAGE

No materials, vehicles, containers, consumables, or items of any kind shall be allowed to be temporarily or permanently stored on a lot outside of the hangar. The storage of gasoline shall not be allowed inside or outside of the hangar except that fuel including gasoline may be stored in vehicle and aircraft fuel tanks inside the hangar. Temporary storage of fuel in approved containers of a maximum capacity of five gallons will be allowed in the hangar.

C-4 (b) BUSINESSES

Businesses may be allowed if approved by the Developers and the Skyview Airpark Pilot's Association (SAPA). Approval may require that the purchaser provide for parking, liability insurance protecting the Developers and SAPA, and reasonable contributions to SAPA related to the use of the runway and any SAPA facilities. Business for the purpose of this covenant is as defined by the SAPA By-laws.

PART D ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP

The Skyview Estates Architectural Control Committee is established by Conditions, Covenants, Restrictions, and Easements Affecting the Skyview Estates, a Subdivision recorded on September 7, 1973, reception number 300002 as recorded in Book 987 pages 268 thru 277. The intent of the Declarants is that landowners in Skyview Estates Filing may be members of the committee.

D-2 PROCEDURE

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with.

Part E - SKYVIEW AIRPARK PILOT'S ASSOCIATION
E-1 MEMBERSHIP AND FEE

Those owners of lots 34 thru 106, 108 and 109 who make use of the Skyview Airpark runway in any manner shall be members of the Skyview Airpark Pilot's Association and abide by the By-Laws of the Skyview Airpark Pilot's Association including the payment of dues. Those owners of lots 34 thru 105, 108 and 109 who do not make use of the runway, shall pay an annual fee of $60.00 (sixty dollars) per year to SAPA. This fee for non runway users shall be adjusted once every five years starting with the calendar year 1994 for inflation or deflation of the U.S. dollar. This fee is based on the philosophy that the value of all lots within Skyview Estates is related to the appearance and quality of the airport including aviation facilities, the runway, taxiways and the airport access road.

Part F - MISCELLANEOUS

F-1 TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2004 (ten year period) at such time said covenants shall be automatically extended for successive periods of 10 years unless by a vote of a majority of the then owners of the lots covered by these covenants it is agreed to change said covenants in whole or in part.

F-2 VIOLATION

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other due for such violation.

F-3 INVALIDATION

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

F-4 RIGHT OF SUBdivider

Subdivider, its successors or assigns, expressly reserves the right:
F-4 (a)

From time to time to amend or revoke any protective covenants then in existence, but no such amendment or revocation shall apply to any tracts that are sold prior thereto without the written consent of a majority of the then owners of any such tracts.

F-4 (b)

To enter into agreements with the purchaser of any lot or lots (without the consent of the purchasers of other lots or adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth, and any such deviation which shall be manifested by agreements in writing shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable by the original Subdivider, his successors or assigns on all other lots located in the said subdivision and the grantees of such other lots, except as against the lots where such deviation is permitted.

ACKNOWLEDGMENT

STATE OF WYOMING )
COUNTY OF LARAMIE ) ss:

David Johnson

The foregoing instrument was acknowledged before me by David C. Johnson and David C. Johnson
this ___ day of June , 199...

Witness my hand and official seal.

Bruce C. Belson, Notary Public

My Commission Expires 4-19-98
STATE OF WYOMING 
COUNTY OF LARAMIE 

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS AFFECTING LOTS 34 THRU 106, 108, AND 109 OF SKYVIEW ESTATES, 2nd FILING, A SUBDIVISION.

THIS DECLARATION, made this 27th day of June, 1996, by David C. Johnson and Dan A. Klanst, herein called the Declarants,

WITNESSETH:

WHEREAS the Declarants are the owners of certain property in Laramie County, Wyoming, herein called the Sky View Estates, 2nd filing and

WHEREAS the Declarants are desirous of subjecting this real property to various restrictions, conditions and easements, hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, the Declarants declare that the Skyview Estates are, and shall be, held transferred, sold and conveyed subject to the conditions restrictions, covenants, reservations, assessments, liens and charges hereinafter set forth:

CLAUSE I

Property Subject to this Declaration

The real property which is held and shall be conveyed, transferred and sold subject to the various conditions, restrictions and easements, herein set forth in the various clauses and subdivisions of this Declaration is located in the County of Laramie, state of Wyoming and is more particularly described as:

SE 1/4 of the SW 1/4 of Section 31, Township 15 North, Range 64 West except lot 107

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.
CLAUSE II

The real property described in clause I hereof is subjected to the covenants, restrictions, conditions hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against the improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to insure the highest and best development of the property; to encourage and secure the erection of attractive homes and hangars with appropriate locations on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper set backs from streets and taxways and adequate free spaces between structures, and in general to provide adequately for a high-type and quality of improvement in said property and thereby enhance the values of investments made by purchasers of building sites.

Part A - PROTECTED AREAS

A-1 FULLY PROTECTED RESIDENTIAL AREA

The residential area covenants in Part B in their entirety shall apply to lot 108.

A-2 PARTIALLY PROTECTED ADJOINING RESIDENTIAL AREA

The residential area covenants in Part B except B-3 (e) shall apply to lot 109 although exceptions are provided herein to allow more limited protection.

A-3 AIRPARK AREA

The airpark area, lots 34 through 106, shall have all residential area covenant numbers applicable except B-1, B-3(a), B-3(b), B-3(e), B-4, B-9 and the airpark area covenants in Part C shall apply in their entirety.

A-4 JOINTLY OWNED AREAS

Lots 110 through 118 are established as taxways and utility easements for the use of the adjoining lot owners. Lot 119 is established as a private roadway and utility easement for all lot owners in Skyview Estates. Owners of lots 34 through 106 shall each own one seventy-third (1/73) undivided interest in lots
110 through 119. The ownership of the undivided interest in lots 110 through 119 shall run with and not be separated from the ownership of said hangar lots 34 through 106. The undivided interest owned will be the number of hangar lots owned divided by seventy three (73), the total number of hangar lots.

PART B RESIDENTIAL AREA COVENANTS

B-1 LAND USE AND BUILDING TYPE

Only new construction shall be permitted (no building may be moved from outside onto the lot). No building shall be erected, altered, or permitted to remain on the property other than one permanent single-family residence not to exceed two and one half stories in height and a private garage and/or aircraft hangar combination with a common roof. One additional accessory building with a maximum size 225 square feet of architectural design compatible with the single family dwelling will be allowed. No lot shall be occupied by a trailer house or transportable home except when a permanent house if being constructed on the same lot. The use of a trailer house or transportable home as a dwelling during construction of a permanent home shall not exceed three years. Applications for deviation may be made to the Skyview Estates Architectural Control Committee.

B-2 EXCEPTIONS - LOT 109

Barns, stables and other ancillary structures may be constructed on lot 109, however, all such structures must be architecturally compatible and shall be subject to written approval by the Skyview Estates Architectural Control Committee prior to construction.

B-3 (a) BUILDING LOCATION

No building shall be located on any lot nearer than 30 feet to the front or rear lot line or nearer than 30 feet to any side street lines.

B-3 (b)

No building shall be located nearer than ten (10) feet to an interior lot line.

B-3 (c)

For the purposes of this covenant, eaves, steps and open
porches shall not be considered as part of a building, however, this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

B-3 (d)

Lots 34 through 106 and lot 108 shall not have any improvements or fixtures installed, which will intersect a 7:1 plane drawn from the runway centerline.

B-3 (e)

Residences built without an adjoining hangar/garage shall be located in such a manner that a 40 feet by 30 feet attachment may subsequently be constructed in accordance with the set back restrictions herein set forth.

B-4 BUILDING SIZE

All residences exceeding one story shall have a ground floor main structure of not less than 900 square feet excluding open porches, garages, hangars and basements. Dwellings of one story or 'split level shall have not less than 1200 square feet in size. Deviations may be secured by the Skyview Estates Architectural Control Committee.

B-5 CONSTRUCTION APPROVAL

Prior to construction, plans for all houses, hangars, auxiliary buildings, or other permanent structures must be approved by the Skyview Estates Architectural Control Committee.

B-6 EASEMENTS

Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. The easement area and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public utility company is responsible.

B-7 NUISANCES

No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
B-8 TEMPORARY STRUCTURES

Except as provided in paragraph B-1, no structure of a temporary character, trailer, basement house, tent, shack, barn or other outbuilding shall be used on any lot at any time as a residence, temporarily or permanently.

B-9 SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one foot square, or one sign of not more than five square feet advertising the property for sale or rent.

B-10 LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind except household pets shall be kept, bred or maintained for any commercial purpose. Household pets may be kept, bred or maintained on lot 108. On lot 109 other animals may be kept, bred and maintained, subject to prior approval by the Skyview Estates Architectural Control Committee. Animals, livestock or poultry including household pets shall not be allowed to roam outside of their owner’s lot.

B-11 GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be stored except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Junked or immobile automobiles may be stored only in buildings or in areas screened from sight.

B-12 SEWAGE DISPOSAL

Sewage disposal systems on all lots shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the state public health authority.

B-13 LAND NEAR DRAINAGE EASEMENT

No building shall be placed nor shall any material or refuse be stored or placed within twenty feet of any drainage easement shown on the plat except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

B-14 TIME OF CONSTRUCTION
Once construction has been initiated on any structure which has been approved by the Skyview Estates Architectural Control Committee, that structure shall be externally finished within three years of the initiation of the construction. Extensions in time may be granted by the Declarants, however, all extensions must be in writing.

B-15 FIREARMS

Discharge of firearms within the subdivision is forbidden.

B-16 FURTHER SUBDIVISION

No further subdivision of the lots within Sky View Estates, 2nd Filing shall be made.

B-17 OBSTRUCTIONS TO VISION AT INTERSECTIONS

No fence, wall, hedge, tree or shrub planting shall be permitted or placed on any lot which obstructs sight of moving vehicles at the intersections of roadways.

B-18 VEHICLE PARKING

No vehicles, trailers, or vehicular equipment shall be habitually parked along any dedicated street, private road or taxiway.

Part C - AIRPARK AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE

No building shall be erected, altered, placed, or permitted to remain on any lot or combined adjoining lots, other than one all metal aircraft hangar of new construction and new metal construction materials except for windows, skylights, floor and foundation. The exterior covering of the hangar shall be ribbed or corrugated metal with a factory applied color protective coating. The entire construction shall equal or exceed commercially available hangar buildings. Exceptions may be granted on a case by case basis by the Declarants at their discretion, however, all exceptions must be in writing.

C-2 BUILDING LOCATION

No hangar shall be located on any lot nearer than 2 feet to a rear or side lot line nor nearer than 1 foot to a taxiway.
C-3 BUILDING SIZE

The minimum size of hangar allowed will be 40 feet by 30 feet. Tee type hangars will be allowed which have a width of 40 feet and a depth of 30 feet. Hangar doorways shall provide a minimum opening of 38 feet wide by 10 feet high and shall face an adjoining taxiway. Hangar doors will not face the runway.

C-4 (a) LOT AND BUILDING USAGE

No materials, vehicles, containers, consumables, or items of any kind shall be allowed to be temporarily or permanently stored on a lot outside of the hangar. The storage of gasoline shall not be allowed inside or outside of the hangar except that fuel including gasoline may be stored in vehicle and aircraft fuel tanks inside the hangar. Temporary storage of fuel in approved containers of a maximum capacity of five gallons will be allowed in the hangar.

C-4 (b) BUSINESSES

Businesses may be allowed if approved by the Developers and the Skyview Airpark Pilot's Association (SAPA). Approval may require that the purchaser provide for parking, liability insurance protecting the Developers and SAPA, and reasonable contributions to SAPA related to the use of the runway and any SAPA facilities. Business for the purpose of this covenant is as defined by the SAPA By-Laws.

PART D ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP

The Skyview Estates Architectural Control Committee is established by Conditions, Covenants, Restrictions and Easements Affecting the Skyview Estates, a Subdivision recorded on September 7, 1973, reception number 300002 as recorded in Book 987 pages 258 thru 277. The intent of the Declarants is that landowners in Skyview Estates 2nd Filing may be members of the committee.

D-2 PROCEDURE

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be
required and the related covenants shall be deemed to have been complied with.

Part E - _SKYVIEW AIRPARK PILOT'S ASSOCIATION_

E-1 MEMBERSHIP AND FEE

Those owners of lots 34 thru 106, 108 and 109 who make use of the Skyview Airpark runway in any manner shall be members of the Skyview Airpark Pilot's Association and abide by the By-Laws of the Skyview Airpark Pilot's Association including the payment of dues. Those owners of lots 34 thru 106, 108 and 109 who do not make use of the runway, shall pay an annual fee of $60.00 (sixty dollars) per year to SAPA. This fee for non runway users shall be adjusted once every five years starting with the calendar year 1994 for inflation or deflation of the U.S. dollar. This fee is based on the philosophy that the value of all lots within Skyview Estates is related to the appearance and quality of the airport including aviation facilities, the runway, taxiways and the airport access road.

Part F - MISCELLANEOUS

F-1 TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2004 (ten year period) at such time said covenants shall be automatically extended for successive periods of 10 years unless by a vote of a majority of the then owners of the lots covered by these covenants it is agreed to change said covenants in whole or in part.

F-2 VIOLATION

If the parties hereto, or any of them, of their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other due for such violation.

F-3 INVALIDATION

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.
F-4 RIGHT OF SUBDIVIDER

Subdivider, its successors or assigns, expressly reserves the right:

F-4 (a)

From time to time to amend or revoke any protective covenants then in existence, but no such amendment or revocation shall apply to any tracts that are sold prior thereto without the written consent of a majority of the then owners of any such tracts.

F-4 (b)

To enter into agreements with the purchaser of any lot or lots (without the consent of the purchasers of other lots or adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth, and any such deviation which shall be manifested by agreements in writing shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable by the original Subdivider, his successors or assigns on all other lots located in the said subdivision and the grantees of such other lots, except as against the lots where such deviation is permitted.

Signatures(s)

ACKNOWLEDGMENT

STATE OF WYOMING ) ss:
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me by DAN A. GLEMER and DALE C. JOHNSON this 27th day of March, 1994.

Witness my hand and official seal.

Notary Public

My Commission Expires 3-27-96

BOOK 1427 0853
STATE OF WYOMING  
COUNTY OF LARAMIE  

RECORDED 8/23/1999 AT 2:46 PM  
99S999659  230026  1634  P0W 276  
HERB E. LATHROP, CLERK OF LARAMIE COUNTY, UP PAGE 1 OF 9

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS AFFECTING
LOTS 34 THRU 106, 108, AND 109 OF SKYVIEW ESTATES,
A SUBDIVISION.

THIS DECLARATION, made this 27th day of September, 1999, by David
C. Johnson and Dan A. Glant, herein called the Declarants,

WITNESSETH:

WHEREAS the Declarants are the owners of certain property in
Laramie County, Wyoming, herein called the Sky View Estates, 2nd Filing and

WHEREAS the Declarants are desirous of subjecting this real
property to various restrictions, conditions and easements, herein set
forth, each and all of which is and are for the benefit of said property and
for each owner thereof, and shall inure to the benefit of and pass with said
property, and each and every parcel thereof, and shall apply to and bind the
successors in interest, and any owner thereof;

NOW, THEREFORE the Declarants declare that the Skyview Estates
are, and shall be, held transferred, sold and conveyed subject to the
conditions, restrictions, covenants, reservations, assessments, liens and
charges hereinafter set forth:

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is held and shall be conveyed, transferred and sold
subject to the various conditions, restrictions and easements, herein set
forth in the various clauses and subdivisions of this Declaration is located
in the County of Laramie, state of Wyoming and is more particularly described as:

SE 1/4 of the SW 1/4 of Section 31, Township 15 North, Range 64
West except lot 107

No property other than that described above shall be deemed subject to this
Declaration, unless and until specifically made subject thereto.

CLAUSE II

The real property described in clause I hereof is subjected to the covenants,
restrictions, conditions hereby declared to insure the best use and the most
appropriate development and improvement of each building site thereof; to
protect the owners of building sites against the improper use of surrounding
building sites as will depreciate the value of such property; to preserve, so
far as practicable, the natural beauty of the property; to guard against the
erection thereon of poorly designed or proportioned structures and structures
development of the property; to encourage and assure the erection of
prevent haphazard and inharmonious improvement of building sites; to secure
and maintain proper set backs from streets and taxways and adequate free
spaces between structures, and in general to provide adequately for a high-

Page 1 of 9
type and quality of improvements in said property and thereby enhance the values of investments made by purchasers of building sites.

Part A - PROTECTED AREAS

A-1 FULLY PROTECTED RESIDENTIAL AREA

The residential area covenants in Part B in their entirety shall apply to Lot 108.

A-2 PARTIALLY PROTECTED ADJOINING RESIDENTIAL AREA

The residential area covenants in Part B except B-3(a) shall apply to Lot 108 although exceptions are provided herein to allow more limited protection.

A-3 AIRPARK AREA

The airpark area, Lots 34 through 106, shall have all residential area covenant numbers applicable except B-1, B-3(a), B-3(b), B-3(c), B-4, B-9 and the airpark area covenants in Part C shall apply in their entirety.

A-4 JOINTLY OWNED AREAS

Lots 110 through 118 are established as sailing and utility easements for the use of the adjoining lot owners. Owners of Lots 34 through 106 shall each own one seventy-third (1/73) undivided interest in Lots 110 through 118. The ownership of the undivided interest in Lots 110 through 118 shall run with and not be separated from the ownership of said hanger lots 34 through 106. The undivided interest owned will be the number of hanger lots owned divided by seventy three (73), the total number of hanger lots.

Part B - RESIDENTIAL AREA COVENANTS

B-1 LAND USE AND BUILDING TYPE

Only new construction shall be permitted (no building may be moved from outside onto the lot). No building shall be erected, altered, or permitted to remain on the property other than one permanent single-family residence not to exceed two and one half stories in height and a private garage and/or aircraft hanger combination with a common roof. One additional accessory building with a maximum size 225 square feet of architectural design compatible with the single-family dwelling will be allowed. No lot shall be occupied by a trailer house or transportable home except when a permanent house is being constructed on the same lot. The use of a trailer house or transportable home as a dwelling during construction of a permanent home shall not exceed three years. Applications for deviation may be made to the Skyview Estates Architectural Control Committee.

B-2 EXCEPTIONS - LOT 109

Barns, stables and other ancillary structures may be constructed on Lot 109, however, all such structures must be
architecturally compatible and shall be subject to written approval by the Skyview Estates Architectural Control Committee prior to construction.

B-3 (e) BUILDING LOCATION

No building shall be located on any lot nearer than 30 feet to the front or rear lot line or nearer than 30 feet to any side street line.

B-3 (b)

No building shall be located nearer than ten (10) feet to an interior lot line.

B-3 (c)

For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building; however, this shall not be construed as permitting any portion of any building on a lot to encroach upon another lot.

B-3 (d)

Lots 34 through 106 and lot 108 shall not have any improvements or fixtures installed, which will intersect a 71:1 plane drawn from the runway centerline.

B-3 (e)

Residences built without an adjoining hanger/garage shall be located in such a manner that a 40 feet by 30 feet attachment may subsequently be constructed in accordance with the setback restrictions herein set forth.

B-4 BUILDING SIZE

All residences exceeding one story shall have a ground floor main structure of not less than 900 square feet excluding open porches, garages, hangars and basements. Dwellings of one story or split level shall have not less than 1200 square feet in size. Deviations may be secured by the Skyview Estates Architectural Control Committee.

B-5 CONSTRUCTION APPROVAL

Prior to construction, plans for all houses, hangars, auxiliary buildings, or other permanent structures must be approved by the Skyview Estates Architectural Control Committee.

B-6 EASEMENTS

Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted
to remain which may damage or interfere with the installation or maintenance of utilities. The easement area and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public utility company is responsible.

B-7 NUISANCES

No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

B-8 TEMPORARY STRUCTURES

Except as provided in paragraph B-1, no structure of a temporary character, trailer, basement house, etc., shack, barn or other outbuilding shall be used on any lot at any time as a residence, temporarily or permanently.

B-9 SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one foot square, or one sign of not more than five square feet advertising the property for sale or rent.

B-10 LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind except household pets shall be kept, bred or maintained for any commercial purpose. Household pets may be kept, bred or maintained on lot 108. On lot 109 other animals may be kept, bred and maintained, subject to prior approval by the Skyview Estates Architectural Control Committee. Animals, livestock or poultry including household pets shall not be allowed to roam outside of their owner's lot.

B-11 GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be stored except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Junked or immobile automobiles may be stored only in buildings or in areas screened from sight.

B-12 SEWAGE DISPOSAL

Sewage disposal systems on all lots shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the state public health authority.

B-13 LAND NEAR DRAINAGE EASEMENTS

No building shall be placed nor shall any material or refuse be stored or placed within twenty feet of any drainage easement shown on the plat except that clean fill may be placed nearer provided that the natural water course is not altered blocked by such fill.
B-14 TIME OF CONSTRUCTION

Once construction has been initiated on any structure which has been approved by the Skyview Estates Architectural Control Committee, that structure shall be externally finished within three years of the initiation of the construction. Extensions in time may be granted by the Declarants, however, all extensions must be in writing.

B-15 FIREARMING

Discharge of firearms within the subdivision is forbidden.

B-16 FURTHER SUBDIVISION

No further subdivision of the lots within Sky View Estates, 2nd Filing shall be made.

B-17 OBSTRUCTIONS TO VISION AT INTERSECTIONS

No fence, wall, hedge, tree or shrub planting shall be permitted or placed on any lot which obstructs sight of moving vehicles at the intersections of roadways.

B-18 VEHICLE PARKING

No vehicles, trailers, or vehicular equipment shall be habitually parked along any dedicated street, private road or taxiway.

Part C - AIRPARK AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE

No building shall be erected, altered, placed, or permitted to remain on any lot or combined adjoining lots, other than one all metal aircraft hangar of new construction and new metal construction materials except for windows, skylights, floor and foundation. The exterior covering of the hangar shall be ribbed or corrugated metal with a factory applied color protective coating. The entire construction shall equal or exceed commercially available hangar buildings.

The purpose of this provision is to ensure an attractive, functional arrangement of hangars with good building alignment, architectural compatibility, and workable drainage provisions.

Hangar lots 1 through 101 are arranged in contiguous groups of 8 lots. These groups of 8 lots are intended to be used either as 1) a "four hangar group" in which larger hangars will occupy two lots back to back or 2) an "eight hangar group" in which smaller hangars shall occupy each of the eight individual lots.

Within either group, the Declarants may further require that the hangars in that group shall have the same sidewall height, roof slope, roof gable type and orientation, and color(s).
All hangars shall be equipped with rain gutters with downspouts that will drain into a common channel for the group draining from north to south.

Exceptions may be granted on a case by case basis by the Declarants at their discretion, however, all exceptions must be in writing.

C-2 BUILDING LOCATION

No hangar shall be located on any lot nearer than 2 feet to a rear or side lot line nor nearer than 1 foot to a taxiway. In either group, the fronts of each of the hangars will be at the same set back from the property line as the other hangars in the group. In a "four hangar group", all of the four hangars must face the same taxiway.

C-3 BUILDING SIZE

The minimum size of hangar allowed will be 40 feet by 30 feet. The type hangar will be allowed which have a width of 40 feet and a depth of 10 feet high and shall face an adjoining taxiway. Hangar doors will not face as the front door as large as the front door.

At the Declarants discretion, larger hangars requiring four, six or eight lots may be allowed in either the "four hangar group" or the "eight hangar group".

C-4 (a) LOT AND BUILDING USAGE

No materials, vehicles, containers, consumables, or items of any kind shall be allowed to be temporarily or permanently stored on a lot outside of the hangar. The storage of gasoline may be stored in vehicle and containers of a maximum capacity of five gallons will be allowed in the hangar.

The electrical power supply to any hangar shall be underground with the exception that junction boxes may be mounted on posts above ground, but the total height of the post and junction box may not exceed three feet in height.

The commonly owned area, lots 110 through 118, shall be used for temporary parking and aircraft movement only. No permanent or temporary structures of any kind other than a gated fence on the southern boundary of said common lots will be permitted.

C-4 (b) BUSINESSES

Businesses may be allowed if approved by the Developers and the Skyview Airpark Pilot's Association (SAPA). Approval may require that the
purchaser provide for parking, liability insurance protecting the Developers and SARA, and reasonable contributions to SARA related to the use of the as defined by the SARA By-Laws.

PART D ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP

The Skyview Estates Architectural Control Committee is established by Conditions, Covenants, Restrictions and Easements Affecting the Skyview Estates, a Subdivision recorded on September 7, 1973, receiving number 300002 that landowners in Skyview Estates and filling may be members of the committee.

D-2 PROCEDURE

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove within 30 days after plans and/or specifications have been submitted to it, or in any event, if no suit for approval will not be required and the related covenants shall be deemed to have been complied with.

PART E - SKYVIEW AIRPARK PILOT'S ASSOCIATION

E-1 MEMBERSHIP AND DUES

Those owners of lots 34 thru 106, 108 and 109 who make use of the Skyview Airpark runway in any manner shall be members of the Skyview Airpark Pilot's Association and abide by the By-Laws of the Skyview Airpark Pilot's Association including the payment of dues. Those owners of lots 34 thru 106, 108 and 109 who do not make use of the runway shall pay an annual fee of $60.00 (sixty dollars) per year to SARA. This fee for non-runway users shall be adjusted once every five years starting with the calendar year 1994 for inflation or deflation of the U.S. dollar. This fee is based on the philosophy of maintaining good community relations and that the value of all lots within Skyview Estates is related to the appearance and quality of the airport including aviation facilities, the runway, taxiways and the airport access road.

PART F - MISCELLANEOUS

F-1 TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2004 (ten year period) at which time said covenants shall be automatically extended for successive periods of 10 years unless by a vote of a majority of the then owners of the lots covered by these covenants it is agreed to change said covenants in whole or in part.

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If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other due for such violation.

F-3 INVALIDATION

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

F-4 RIGHT OF SUBDIVIDER

Subdivider, its successors or assigns, expressly reserves the right:

F-4 (a)

From time to time to amend or revoke any protective covenants then in existence, but no such amendment or revocation shall apply to any tracts then owned by him or any of his predecessors in title.

F-4 (b)

To enter into agreements with the purchasers of any lot or lots (without the consent of the purchasers of other lots or adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and by agreements in writing shall not constitute a waiver of any such condition, subdivision, and the same shall remain fully enforceable by the original Subdivider, his successors or assigns on all other lots located in said subdivision and the grantees of such other lots, except as against the lots where such deviation is permitted.
ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF LARAMIE

The foregoing instrument was acknowledged before me by

this 31st day of March, 1982.

Witness my hand and official seal.

Notary Public

My commission Expires 5/22/1982

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STATE OF WYOMING  
COUNTY OF LARAMIE  

REVISION OF CONDITIONS, COVENANTS, RESTRICTIONS AND 
EASEMENTS AFFECTING LOTS 34 THRU 106, 108 AND 109 OF 
SKYVIEW ESTATES, 2nd FILING, SITuate IN THE SE 1/4 SW 1/4 
OF SECTION 31, T.15 N., R.64 W., OF THE 6th P.M., LARAMIE 
COUNTY, WYOMING.  

THIS DECLARATION, made this 17th day of June 2000, by 
David C. Johnson and Dan A. Glandt, herein called the 
Declarants,  

WHITNESSETH:  

WHEREAS the Declarants are the owners of certain property 
in Laramie County, Wyoming, herein called Skyview Estates, 2nd Filing and 

WHEREAS the declarants are desirous of revising the conditions, covenants, restrictions, and easements affecting the above 
described parcels of land, hereby declare that all conditions, covenants, 
and restrictions recorded PRIOR TO Page 276 in Book 134 of the Laramie 
County Records dated September 21, 1989 are NULL and VOID.  

Preceding covenants affecting lots 34 thru 106, 108 and 109 of 
Skyview Estates, 2nd filing, situate in the SE 1/4 SW 1/4 
of Section 31, T.15 N., R.64 W., of the 6th P.M., Laramie 
County, Wyoming hereby declared NULL and VOID, are filed in the Laramie 
County, Wyoming Records as follows:  

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<th>Page</th>
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Note: Covenants affecting lot 107 of Skyview Estates, 2nd filing, situate 
in the SE 1/4 SW 1/4 of Section 31, T.15 N., R.64 W., of the 6th P.M., 
Laramie County, Wyoming are filed in the Laramie County Records on Page 
1003 in Book 1349.