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AFFIDAVIT AFFECTING TITLE TO REAL PROPERTY

STATE OF WYOMING)
COUNTY OF LARAMIE)

I, Martin Sears and/or Adrienne Sears, being duly sworn, state:

1. I am the owner of Tract 73 of the Spring Creek Ranch, 2nd filing, subdivision situate in Section 23, Township 15 North, Range 69 West of the 6th Principal Meridian, Laramie County, Wyoming.

2. That on May 2, 2002, the Spring Creek Ranch owners filed the Spring Creek Ranch Revised Declaration of Restrictions and Limitations.

3. That prior to the filing, of the Revised Declaration, Tract 73 was replatted in the Spring Creek Ranch, 2nd filing, for the purpose of vacating an easement. Prior to the replat, the property was described as Tract 73, Spring Creek Ranch, First Filing, a subdivision situate in Section 23, Township 15, North, Range 69 West of the 6th Principal Meridian, Laramie County, Wyoming.

4. The replatting inadvertently changed the description of the property to a description that is not contained in the property covered by the Restrictions and Limitations binding the property.

5. The property was not released from the original covenants and it was not the intention of the owners of this parcel or the other parcels covered by the covenants to cause this property to be released from the covenants or to lose the benefit of the covenants on the rest of the subdivision.

6. It is the intent of the parties that Tract 73 remain a portion of the Spring Creek Ranch and be included in the Revised Declaration of Restrictions and Limitations.

7. As the owner of Tract 73, I consent to the application of the Revised Declaration of Restrictions and Limitations to the property. This consent shall be binding on all subsequent purchasers of the property pursuant to the terms of the covenants.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature]
Martin Sears and/or Adrienne Sears

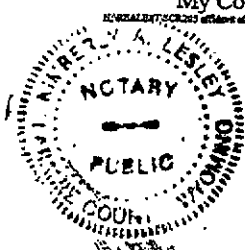
STATE OF WYOMING)
COUNTY OF LARAMIE) ss.

The foregoing instrument was acknowledged before me by Martin Sears and/or Adrienne Sears, this 24th day of March, 2003.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission expires: 7-30-05



SPRING CREEK RANCH :
DECLARATION OF
RESTRICTIONS AND LIMITATIONS

LARAMIE COUNTY CLERK
CHEYENNE, WY.

'98 JUN 9 AM 10 22

226739

SCR, INC., owner of the following described real property, located in the county of Laramie, State of Wyoming, hereby makes and declares the following restrictions and limitations to which said land and portions thereof may be put, hereby specifying that said declarations shall continue covenants to run with all of the land, and shall be binding on all owners of any portion of said land, their heirs, executors, administrators, successors or assigns, and all persons claiming under them, and shall be for the benefit of and limitations of all present and future owners of any portions of said land, this declaration of restrictions and limitations being designed to insure usefulness of the following described land and protect its natural state, to prevent nuisances and any impairment of the attractiveness of the property, and in general to maintain the desired tone of the area within the boundaries of said land, and thereby secure to each landowner the full benefit and enjoyment of his property with no greater restriction upon the free and undisturbed use of his land than is necessary to insure the same advantages to the other land owners:

of Section 23 Township 15 North, Range 69 West of the
6th Principal Meridian, Laramie County, Wyoming

1. It is intended that the residential tract, or tracts herein conveyed, shall be used and occupied as small ranches or ranchettes and that the owners will have full enjoyment thereof, subject, however, to the covenants contained herein.
2. No structure other than one private family dwelling, together with a private garage and suitable barn or shed for livestock shall be erected on any such residential tract. A BARN MAY BE ERECTED BEFORE THE PRIVATE FAMILY DWELLING, BUT THE SAID FAMILY DWELLING MUST BE COMPLETED WITHIN TWO (2) YEARS FROM THE INITIAL CONSTRUCTION OF THE BARN. No more than one residence, together with such other buildings as provided for herein, shall be placed, or allowed to remain upon a parcel less than four (4) acres. Any and all tracts may be subdivided; however, further subdivision shall not reduce any parcel to less than 4 acres.
3. No structure of a temporary character, trailer, basement, tent, shack, barracks, garage, barn or other out-building shall be used on any tract as family dwelling, either temporarily or permanently. This covenant is not intended to prohibit a modular home meeting the requirements of number 5, herein, located on a permanent foundation and meeting [Federal Housing Administration standards] Uniformed Building Code (UBC) standards. IT IS INTENDED TO PROHIBIT ANY MOBILE HOME. However, this covenant shall not restrict a building contractor, owner or land Developer from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of erecting and selling dwellings.
4. No more than two (2) head of livestock shall be permitted per four (4) acres. No livestock shall be permitted on any parcel unless and until this parcel is entirely fenced sufficient to keep the animals within the confines of the parcel or tract. Livestock other than horses or cattle will require written approval of the architectural/animal control committee. No more than one (1) swine and/or one (1) goat will be permitted per owner(s) regardless of the number of lots owned. Any variance of this covenant no. 4 must be approved in writing by the architectural/animal control committee. This approval is not intended to prohibit 4-H, FFA, or other youth projects.
5. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of [800] 1200 square feet; except that where the said principal dwelling is a 1 1/2 or 2 story dwelling, the minimum may be reduced to 600 square feet of ground floor area, providing that the total living area of the 1 1/2 or 2 floors is not less than [800] 1200 square feet. All dwellings prefabricated or modular and all building plans and fencing must be approved by the Developer, his successors or assigns and the architectural/animal control committee prior to construction. All buildings must be completely enclosed including permanent roof installation according to approved specifications within one year after excavation and/or construction has begun. Any variance or extension must be approved in writing by the architectural/animal control committee.
6. No building shall be located on any tract within sixty (60) feet of any boundary line and one hundred (100) feet from the center of the road. [Any variance or encroachment must be approved in writing by the architectural/animal control committee].
7. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the State of Wyoming Department of Public Health.
8. No junked or unlicensed vehicle shall be permitted on any tract of land; also, no tract shall be used or maintained as a dumping ground for rubbish or junk.
9. No nuisance and no offensive, objectionable, hazardous, noxious, or illegal trade, transaction, or activity, and no commercial enterprise shall be done, engaged in, suffered, or permitted on or about the land. Exception to this see number 13 excessive or abusive storage or parking of vehicles and/or equipment must be approved in writing by the architectural/animal control committee.
10. The tract, or tracts, herein conveyed are subject to all easements, rights-of-way and roads, dedicated or otherwise, as shown or provided on file with the Laramie County Clerk, Laramie County, Wyoming. All easement, rights-of-way, and roads, dedicated or otherwise, must remain accessible to all utility companies.
11. The tract(s) herein conveyed are subject to all Declaration of Covenants, Conditions and Restrictions of the SCR Maintenance Corporation. The Board of Directors is the enforcing agent of Spring Creek Range Declaration of Restrictions and Limitations, and Declaration of Covenants, Conditions and Restriction of SCR Maintenance Corporation.
12. FAILURE TO COMPLY WITH THE ABOVE RESTRICTIONS AND LIMITATIONS WILL RESULT IN THE BOARD OF DIRECTORS LEVYING AN APPROPRIATE FINE TO THE LANDOWNER. THE FINE WILL BE ENFORCED UNTIL THE RESTRICTIONS AND LIMITATIONS HAVE BEEN COMPLIED WITH. TO AVOID SETTING A PRECEDENT, ANY VARIANCES MUST BE SUBMITTED IN WRITING TO AND APPROVED BY THE BOARD OF DIRECTORS.
13. Five undesignated lots shall be reserved for commercial or residential use at the discretion of the Developer.
14. These covenants to run with the land and shall be binding on all parties and all persons claiming under them for a period of 15 years from after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the owners of the tracts has been recorded agreeing to change said covenants in whole or part.

BOOK 1484

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APPROVED BY THE BOARD OF DIRECTORS OF SCR MAINTENANCE CORPORATION on the 15th day of May 1998.

Thomas C. Niemann
Thomas C. Niemann, President

Diane F. Meese
Diane F. Meese, Secretary

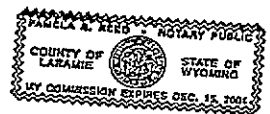
STATE OF WYOMING)
COUNTY OF LARAMIE)

DATE June 9, 1998

ON THE ABOVE DATE before me, A Notary Public, personally appeared Thomas C. Niemann and Diane F. Meese and executed the foregoing Instrument
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of my office.

Pamela S. Reed
Notary Public

My Commission Expires:



The process for the revision of the Restriction and Limitations was as follows:

The first meeting regarding the revision to the Restrictions and Limitations was held on June 9, 1997. At this meeting the Board reviewed this document and proposed the revisions in capital letters and deletions in brackets. The Board of Directors reviewed this document several times before sending out the final version to the general membership of Spring Creek Ranches Homeowner's Association (SCRHA) for a vote. A copy of this document, voting ballot and a proxy was sent to each member. The annual meeting was scheduled for November 11, 1998. At this meeting there was not a quorum, so the annual meeting was rescheduled on January 20, 1998, due to the holiday season. At the January 20, 1998, annual meeting per the Association's By Laws a quorum to conduct business only needed to be half of the quorum. During this meeting the ballot which was designed so each item revised could be voted on separately and not as a whole. The votes are as follows:

Item No.	Yes	No	Abstain
2	42	3	0
3	41	2	2
5	44	0	1
12	43	2	0

All of the supporting documents are kept by the Board of Directors.

*Spring Creek Maintenance Corp
1044 S. York St.
83009*

BOOK 1484

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