The undersigned, Northwest Associates, a Wyoming Corporation, being the owner in fee simple of the following described property situate in Laramie County, Wyoming, to wit:

The Lots 1, 2, 3, 4, 5, Block 6, and the Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 in Block 7, WESTCHESTER HEIGHTS, FORT WRIGHT, part of the 5 1/4 Section 3, T° 14 N., R. 57 W., 6th P. M. of Laramie County, Wyoming.

I do hereby make this declaration of protective covenants applicable to all of said described property:

1. No plot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any plot, other than one family dwelling not to exceed two stories in height and a private garage for not more than two cars.

2. No building shall be erected, placed or altered on any plot until the plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevations. All construction shall be new, and no building or buildings may be moved from another location to any site within this subdivision.

No fence or wall shall be erected, placed or altered on any plot nearer to any street than the minimum building setback line. There shall be no front yard fencing.

3. No dwelling shall be permitted on any plot in which the ground floor area of the main structure, exclusive of one story porches and garages, shall be less than 1000 square feet for a one-story building, or less than 1000 square feet of ground floor area for a two story building.

4. No building shall be located on any plot nearer than 25 feet to the front plot line or nearer than 10 feet to any side street line, and no building shall be located nearer than 5 feet to an interior plot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior plot nearer than 25 feet to the rear plot line. In the event a house is turned on a corner lot to face the side street, the setback line at the front of the lot shall be 5 feet greater than the setback of the adjoining house, and the setback line on the side street shall be 25 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a plot to encroach upon another plot.

5. No dwelling shall be erected or placed on any plot having a width of less than
fifty feet at the minimum building setback line nor shall any dwelling be erected or
placed on any plot having an area of less than 6000 square feet.

6. Basements and/or alleys for installation and maintenance of utilities and
drainage facilities are reserved as shown on the recorded plat.

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

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on
any plot shall at any time be used as a residence, temporarily or permanently, nor shall
any structure of a temporary character be used as a residence, nor shall any house
trailer be permitted to remain on any plot.

9. No person shall be allowed to keep, breed or raise chickens, turkeys, horses,
cows, cattle, sheep or other domestic farm animals on any plot or erect thereon any
building designed to house the same. This restriction shall not be construed to prohibit
any person from keeping cats, dogs or other household pets on any plot, provided they
are not kept, bred or raised for commercial purposes.

10. The architectural control committee is composed of the following persons:

    Paul E. Clark,
    Helen M. Clark,
    M. V. Federman.

A majority of the committee may designate a representative to act for it. In the event
of the death or resignation of any member of the committee, the remaining members shall
have full authority to designate a successor. Neither the members of the committee nor
their designated representative shall be entitled to any compensation for services
performed pursuant to this covenant. At any time, the then owners of a majority of the
plots shall have the power through a duly recorded written instrument to change the
membership of the committee or to withdraw from the committee or to restore to the
committee any of the powers and duties.

11. The committee's approval or disapproval as required by these covenants shall be
in writing. In the event the committee or its designated representative fails to
approve or disapprove within thirty days after plans and specifications have been
submitted to it, the failure of such representative to approve or disapprove any pro-
posed building plans shall not in any way relieve the owner or the builder from his
legal responsibility to comply with the covenants, conditions and restrictions contained
herein.

12. These covenants are to run with the land and shall be binding on all parties
and all persons claiming under them for a period of thirty years from the date these
covenants are recorded, after which time said covenants shall be automatically extended.
for successive periods of ten years unless an instrument signed by a majority of the
then owners of the plots has been recorded, agreeing to change said covenants in whole
or in part.

13. Enforcement shall be by proceedings at law or in equity against any persons
violating or attempting to violate any covenant, either to restrain violation or to
recover damages.

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

15. No oil drilling, oil development operations, oil refining, quarrying or
mining operations of any kind shall be permitted upon or in any plot, nor any oil
wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any plot.
No Derrick or other structure designed for use in boring for oil or natural gas shall
be erected, maintained or permitted upon any plot.

16. The entire property described is zoned "RESIDENTIAL A."

IN WITNESS WHEREOF, the NORTHWEST ASSOCIATES, INC., has caused these presents to
be signed by its President, attested by its Secretary and its corporate seal to be
affixed this 2nd day of February, A. D. 1965.

NORTHWEST ASSOCIATES, INC.

By

President

By

Secretary

COUNTY OF LARIMER

On this 2nd day of February, A. D. 1965, before me personally appeared Paul E.
Clark, to me personally known, who being by me duly sworn did say that he is the
President of Northwest Associates, Inc., and that the seal affixed to said instrument
is the corporate seal of the said corporation, and that said instrument was signed and
sealed on behalf of said corporation by authority of its Board of Directors and said
Paul P. Clark acknowledged said instrument to be the true act and deed of said
corporation.

County under my hand and notarial seal this 5th day of February, A. D. 1965.

Notary Public

By appointment on the 24th day of June, A. D. 1967,

ARTHUR L. BETTS

[Signature]

[Name]

[Title]