



First American Title™

These documents are provided by First American Title as a courtesy to you. Should you have any questions regarding these documents, please contact your Realtor or a Real Estate Attorney.

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

**THE DANDY LLC
To
THE PUBLIC**

DECLARATION OF PROTECTIVE COVENANTS
Tract 38, Triple Crown Estates, 2nd Filing

KNOW ALL MEN BY THESE PRESENTS, that THE DANDY LLC, a limited liability company organized under the laws of the State of Wyoming, being the owner in fee simple of the property legally described hereinbelow in Article I, Section 2, hereby agrees and makes the following Declaration of Protective Covenants:

ARTICLE I: INTENT AND SCOPE OF COVENANTS

Section 1: Intent. This Declaration of Protective Covenants is intended to facilitate and regulate the proper use of the property,

Section 2: Scope. This Declaration of Protective Covenants applies to all of Tract 38, Triple Crown Estates, 2nd Filing, as subdivision situated in Laramie County, WY, hereinafter referred to as "Tract 38."

ARTICLE II: DEFINITION OF FREQUENTLY USED TERMS

Section 1: "Declarants" shall mean and refer to the members of The Dandy LLC executing this Declaration of Protective Covenants.

Section 2: "Owner" shall mean and refer to the record owner(s), whether one or more persons, of fee simple title to TRACT 38, but, excluding those having such interest solely as security for the performance of any obligation, in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof.

Section 3: The terms "TRACT 38" or "Property" shall mean all of Tract 38, Triple Crown Estates, 2nd Filing, as subdivision situated in Laramie County, WY.

ARTICLE III: USES AND RESTRICTIONS

Section 1: Permitted Uses of the Property: Subject to the covenants contained herein, and subject further to any and all applicable governmental rules or regulations including, but not limited to, the Cheyenne and Laramie County Zoning Ordinance, the following uses of the Property are permitted:

- (a) Recreational Fields;
- (b) Open space;
- (c) Pasture for live stock

Section 2: Nuisances. No noxious or offensive activities constituting a nuisance shall be permitted on TRACT 38. For purposes of this section, a "nuisance" shall be construed in light of case law precedent for the State of Wyoming. Notwithstanding the aforementioned, for purposes of this section the following activities upon the Property shall be deemed a nuisance per se: discharging fireworks; discharging firearms and/or hunting; operating all-terrain vehicles (ATV's) or other off road recreational vehicles on the Property (except upon the public roadways if properly licensed and observing all traffic laws or upon the Property owned by the owner of the vehicle for very limited times and purposes so as not to disturb the serenity of the area and/or leave tracks on the native turf).

Section 3: Dumping/Trash. Tract 38 shall not be used or maintained as a dumping or storage ground for rubbish, scrap, debris, or junk including, but not limited to, junked cars, appliances, building materials, etc. Trash, garbage, or other waste shall be kept only in sanitary containers which are emptied on a regular basis. No outdoor burning of trash or any other rubbish is permitted. Tract 38 Owner bears the responsibility to insure at all times that no trash, debris, or material of any kind be allowed to blow off of Tract 38.

Section 5: Excavation. No refining, quarrying or mining operations of any kind shall be permitted upon and/or in Tract 38. Nor shall underground fuel tanks, excavated tunnels, mineral excavations or shafts be permitted upon and/or in Tract 38.

Section 6: Vehicles. No vehicles, trailers, or any vehicular equipment shall be parked along or upon Tract 38

Section 7: Buildings and Structures Prohibited. No home, or building construction, or structures of any kind shall be permitted.

Section 8: Further Division Restriction. Tract 38 may not be further divided into smaller Tracts.

Section 9: Fences. Privacy fencing and/or boundary fencing is allowed. Any and all boundary fencing to be constructed subsequent to the time of the filing of these covenants shall not include barb wire, sheep wire, or steel "T-posts". Owner must keep fencing in state of good repair and must promptly remove any accumulation of trash and/or debris against the same. Any snow and/or wind fencing shall be utilized on a seasonal basis only and shall not be erected before October 1st, and shall be removed by June 1st, of any calendar year.

ARTICLE IV: ANIMALS

Section 1: Domestic Pets. Commonly accepted domestic pets may be kept on Tract 38 provided they are not maintained or kept for commercial purposes. All such domestic pets will be under the control of the Owner at all times and will not be allowed to run free off an Owner's Tract. No animal of any kind shall be permitted which in the opinion of the Committee makes an unreasonable amount of noise or odor or which is a nuisance.

Section 2: Horses Or Llamas. Horses and/or llamas shall be permitted on Tract 38 subject to the following conditions and requirements:

No more than a total of four (4) horses and/or llamas, collectively, may be kept for recreational purposes on Tract 38. In these regards, separate and apart from the outbuilding(s) as provided for hereinabove, one (1) barn/stable facility shall be permitted on Tract 38 for use in connection with horses and/or llamas. Unless otherwise approved by the Committee in writing, the maximum size of any barn/stable facility shall be 1200 square feet and the maximum height of the side-walls and/or eaves of any barn/stable facility shall be 10.00 feet. Under no circumstances shall extreme and/or severe grazing be permitted. The boarding of horses and/or llamas not belonging to the Owner of the Property is strictly prohibited. The operation of commercial riding stables and/or arenas is prohibited. Approved barns/stables and/or corrals shall be maintained in compliance with all lawful sanitary regulations. Riding arenas which necessitate the tilling of the soil for the arena bed must be approved by the Committee and shall be evaluated in terms of the size of the proposed area to be tilled and the location on the particular Tract.

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

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

ARTICLE V: EASEMENTS

Section 1: Utility Easements. Utility easements as shown on the recorded plat for Tract 38 are granted for wires, electricity lines, gas lines, telephone lines, or any other public or quasi-public utility service purposes together with the right of ingress and egress at any time for the purpose of further construction and repair.

ARTICLE VI: GENERAL PROVISIONS

Section 1: Enforcement And Remedies. These covenants, conditions and restrictions may be enforced at any time by any legal or equitable owner or by either Declarant (D. Murray & Co. or Ned Murray Co. or successors and assigns of either Declarant), by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant(s). Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available. The party found to have violated these Covenants shall be responsible for the reasonable attorney's fees incurred by the owner(s), Committee, or Declarants in the proceedings either to enjoin a violation or for the recovery of the damages. The failure to enforce or cause the abatement of any violation of these Covenants shall not preclude or prevent the enforcement thereof of a further or continued

violation, whether said violation shall be of the same or of a different provision within these Covenants.

Although it is a right, it is not the obligation nor the responsibility of the Declarants to prosecute violations of these Covenants. Under no circumstances shall an Owner bring any claim, demand, or action against Declarants relating in any way to a violation of the covenants by another Owner.

Section 2: Duration and Amendment. The covenants and restrictions of this Declaration of Protective Covenants shall run with and bind Tract 38 for a term of twenty (20) years from the date this Declaration of Protective Covenants is recorded in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming, after which time they shall be automatically extended for successive five (5) year periods.

This Declaration of Protective Covenants may be amended in whole or in part during the first five (5) year period by a written instrument executed by the undersigned Declarants. Any termination or amendment which has been approved by the Declarants must be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.

Section 3: Benefits and Burdens. The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarants and the Owner of Tract 38 and their respective heirs, successors, personal representatives and assigns.

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

Section 5: Compliance With Governmental Rules and Regulations: Nothing herein shall be construed to relieve any person from otherwise complying with any and all governmental rules and/or regulations applicable to the particular use pursued by Owner of Tract 38. The Owner shall be responsible to determine which regulations govern Owner's intended and actual land use and shall be responsible for complying with those regulations, if any. It is further understood that a change in zoning may be required by Owner to accommodate any of the aforementioned uses otherwise permitted by these covenants.

Section 6: No Liability. Neither Declarants, The Dandy LLC, members of The Dandy LLC, D. Murray & Co. or Ned Murray Co. or any owners of said entities, in their individual capacities, or successors or assigns of the aforementioned shall be liable for damages or otherwise liable to anyone or to any Owner by reason of mistake in judgment, negligence, nonfeasance or for any act or omission whatsoever arising out of or in any way related to any of the covenants or provisions in this "Declaration Of Protective Covenants" in its entirety.

IN WITNESS WHEREOF, this Declaration of Protective Covenants has been executed this _____ day of August, 2005.

THE DANDY LLC, Grantor

DECLARANT,
D. Murray & Co., Member

DECLARANT,
Ned Murray Co., Member

Barbara M. Murray
By: Barbara M. Murray

Barbara A. Murray
By: Barbara A. Murray

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

The foregoing "Declaration of Protective Covenants for Tract 38" was acknowledged before me by Barbara M. Murray and Barbara A. Murray as partners of D. Murray & Co. and Ned Murray Co., respectively, which partnerships are members of The Dandy LLC, this 15th day of August, 2005.

Witness my hand and official seal.

Debbie E. O'Leary
Notary Public

My Commission expires 5/31/2008

Page 3

