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DEDICATION

WHEREAS the City of Cheyenne, Wyoming, is desirous of dedicating the land shown on this plat as part of a public street, and

[Signature]
CITY ENGINEER

ACKNOWLEDGEMENT

I, the undersigned, being a duly qualified and licensed Surveyor, do hereby certify that the foregoing plat is a true and correct copy of the original as shown to me, and that the same has been duly recorded in the public records of the County of Lincoln, Wyoming, and that the same is subject to the provisions of the Statute in that behalf made.

[Signature]
SURVEYOR

APPROVALS

APPROVED BY THE CITY ENGINEER OF CHEYENNE, WYOMING, AS CITY ENGINEER OF
[Signature]
CITY ENGINEER

STATEMENT OF SURVEYOR

I, the undersigned, being a duly qualified and licensed Surveyor, do hereby certify that the foregoing plat is a true and correct copy of the original as shown to me, and that the same has been duly recorded in the public records of the County of Lincoln, Wyoming, and that the same is subject to the provisions of the Statute in that behalf made.

[Signature]
SURVEYOR

WESTERN HILLS THIRTEENTH FILING

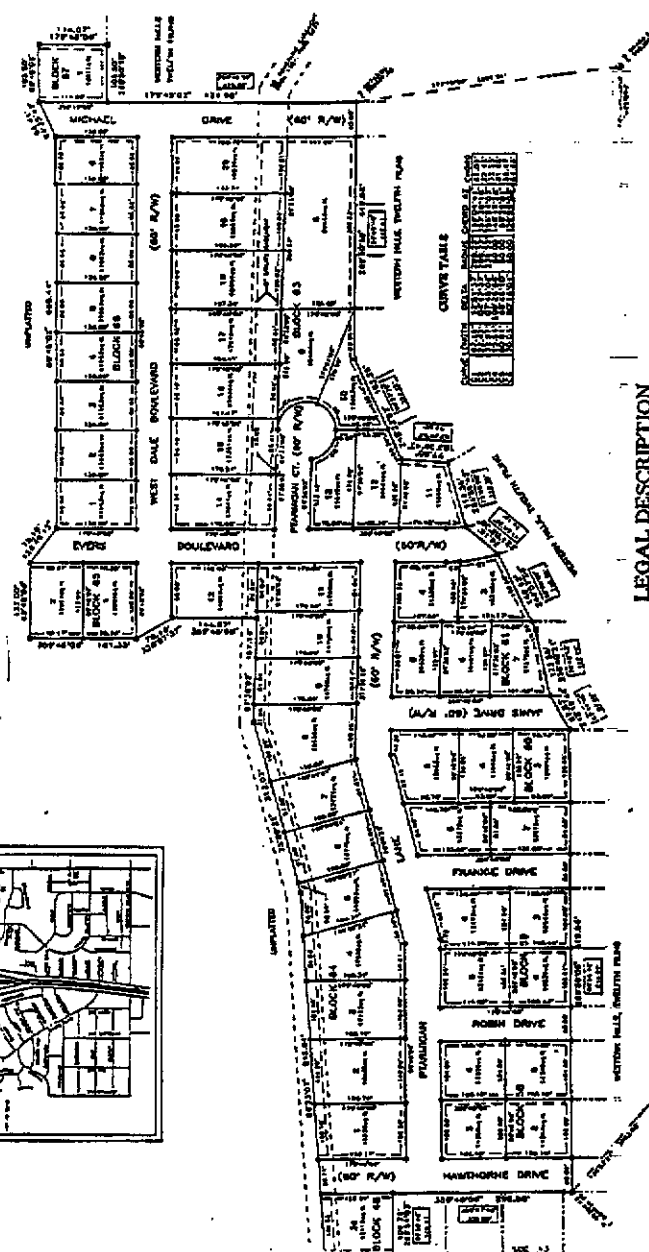
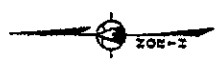
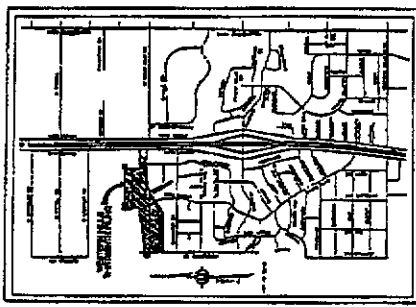
AN ADDITION TO THE CITY OF CHEYENNE, BEING A SUBDIVISION OF A PORTION OF THE NW 1/4 OF SEC 36, T.14 N., R.27 W., 6TH P.M., AND A REPLAT OF A PORTION OF BLOCKS 48 AND 58,

VACATION

THE VACATED LOTS BEING PART OF THE WESTERN HILLS TRACT, TOWNSHIP 14 NORTH, RANGE 27 WEST, 6TH P.M., AND A REPLAT OF A PORTION OF BLOCKS 48 AND 58, T.14 N., R.27 W., 6TH P.M.



VICINITY MAP



LEGAL DESCRIPTION

THE LOTS HEREIN SHOWN ARE PART OF THE WESTERN HILLS TRACT, TOWNSHIP 14 NORTH, RANGE 27 WEST, 6TH P.M., AND A REPLAT OF A PORTION OF BLOCKS 48 AND 58, T.14 N., R.27 W., 6TH P.M., AS SHOWN ON PLAT NO. 13, FILED FOR RECORD IN THE COUNTY OF LINCOLN, WYOMING, ON JULY 11, 1988.

NOTES

- 1) ALL LOTS ARE SUBJECT TO THE PROVISIONS OF THE SUBDIVISION MAP ACT.
- 2) RECORDS OF THE CITY ENGINEER OF CHEYENNE, WYOMING, SHOULD BE REFERRED TO FOR MORE INFORMATION.
- 3) SEE CITY ENGINEER OF CHEYENNE, WYOMING, FILE NO. 13, FOR THE ORIGINAL PLAT FROM WHICH THIS PLAT WAS DERIVED.
- 4) THE LOTS HEREIN SHOWN ARE PART OF THE WESTERN HILLS TRACT, TOWNSHIP 14 NORTH, RANGE 27 WEST, 6TH P.M., AND A REPLAT OF A PORTION OF BLOCKS 48 AND 58, T.14 N., R.27 W., 6TH P.M.

FILED FOR RECORD
JULY 11 1988
WBS/JRS/DOS
[Signature]
SURVEYOR

COUNTY OF LARAMIE

SS:

RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.

TO THE PUBLIC:

DATE: MARCH 15, 1991 9:00 AM 12 31

DECLARATION OF PROTECTIVE COVENANTS

The undersigned, being the owners in fee simple of the following described property situated in Laramie County, Wyoming, to-wit:

- Lots 30-36, inclusive Block 48
- Lots 9-19, inclusive Block 55
- Lots 15-27, inclusive Block 56
- Lots 1-5, inclusive Block 58
- Lots 1 & 2, Block 59
- Lots 1 & 2, Block 60
- Lots 1 & 2, Block 61
- Lots 1-11, inclusive Block 62
- Lots 1-7, inclusive Block 63



all in Western Hills, Twelfth Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming.

do hereby make this Declaration of Protective Covenants applicable to all of the described property.

1. One Family Residences Required in Filing: No lot shall be used except for a one family dwelling residential purpose and no building shall be erected, altered, placed or permitted to remain on any lot other than the unit above authorized.

2. Architectural Control: No building shall be erected, placed or altered on any lot until the construction 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 buildings or buildings may be removed from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing. Approval shall be provided in paragraph 16.

3. Dwelling Quality and Size: No dwelling shall have less than 1200 square feet without a basement or 1000 square feet with basement. Tri-level houses shall have not less than 1000 square feet on the upper two levels and bi-levels or split-levels shall be considered the same as a basement house with not less than 900 square feet on the main floor. A two-story house shall have not less than 1000 square feet on the first floor and not less than 750 square feet on the second floor. The square footage shall be determined by measurement of the framing dimensions of the living quarters only. No storage areas or garages shall be considered in determining the square footage. No dwelling shall have less than 20% of the exterior surface covered with appropriate masonry, exclusive of fireplaces.

4. Minimum Lot Size and Building Locations:

A) No residential structure shall be erected or placed on any tract having less than 6,000 square feet or has a front footage of less than 50 feet at setback line.

B) No structure shall be located closer to the front or rear lot line than 20 feet.

C) No structure shall be located closer than 5 feet from the side lot lines.

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

Resubmits infers a preference
limitation of the structure listed
on map, city, county, etc. in Laramie
county status of interest which are
hereby declared to the extent such
restrictions violate 42 USC 3604(C).

BOOK 1300

1382



5. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

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

7. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. Parking and Non-Operative Vehicles and Facilities: Parking of trailer-campers, truck-campers, bus-campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours, when parked on the street in front of a residence or a parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.

9. Signs: No sign of any kind shall be displayed in the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales periods.

10. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

12. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage and other waste shall not be kept 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.

13. Water Supply: No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Laramie County, Wyoming



14. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 24 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of driveway or alley pavement. No tree shall be permitted to remain within such a distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. The Architectural Control Committee is composed of the following persons: G. F. Vandehel, K. G. Vandehel and E. T. Vandehel. 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 members shall have full authority to designate a successor. None of 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 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 to restore to it any of its powers and duties.

16. 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 within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have attained full compliance.

17. Term: 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 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

18. Enforcement: In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area or the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages, and in addition, to recover from the party so violating such protective covenants reasonable attorney's fees required.

19. Severability: Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED this 19 day of March, 1991

OWNERS

VANDEHET LAND COMPANY,
A PARTNERSHIP

BY

Gerald F. Vandehel
Gerald F. Vandehel, Managing Partner



and By David L. Hilstad 3-21-91

Mary Hilstad 3-21-91
Mary Hilstad

and By John Stellern 3-20-91
John Stellern

Sheryl Stellern 3-20-91
Sheryl Stellern

and By Lloyd J. Harris 3-26-91
Lloyd J. Harris

Donna C. Harris 3-26-91
Donna C. Harris

and By Michael D. Ramsey 3-22-91
Michael D. Ramsey

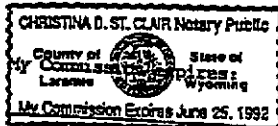
Kathy L. Ramsey 3-22-91
Kathy L. Ramsey

and By Kathryn C. Lind 3-24-91
Kathryn C. Lind

STATE OF WYOMING)
COUNTY OF LARAMIE) ss

Subscribed and sworn to before me by Gerald F. Vandehel, Managing Partner of Vandehel Land Company, this 19 day of March, 1991.

Witness my hand and official seal.

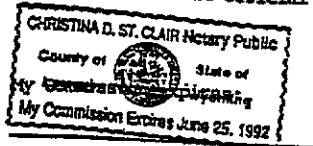


Christina D. St. Clair
Notary Public

STATE OF WYOMING)
COUNTY OF LARAMIE) ss

Subscribed and sworn to before me by Kathryn C. Lind this 24 day of March, 1991.

Witness my hand and official seal.



Christina D. St. Clair
Notary Public



STATE OF WYOMING)
COUNTY OF LARAMIE) ss

Subscribed and sworn to before me by David L. and Mary Bilstad this 21 day of March, 1991.

Witness my hand and official seal.

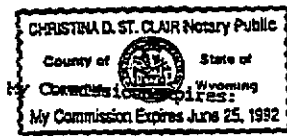


Christina D. St. Clair
Notary Public

STATE OF WYOMING)
COUNTY OF LARAMIE) ss

Subscribed and sworn to before me by John and Sheryl Stellern this 20 day of March, 1991.

Witness my hand and official seal.

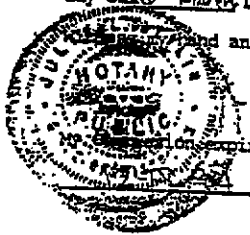


Christina D. St. Clair
Notary Public

STATE OF WYOMING)
COUNTY OF LARAMIE) ss

Subscribed and sworn to before me by Lloyd L. and Donna C. Harris this 19 day of March, 1991.

Witness my hand and official seal.



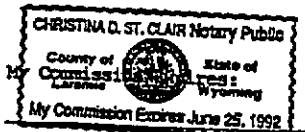
Julie L. Devlin
Notary Public

JULIE L. DEVLIN, NOTARY PUBLIC
Julie L. Devlin
MY COMMISSION EXPIRES 12-18-94

STATE OF WYOMING)
COUNTY OF LARAMIE) ss

Subscribed and sworn to before me by Michael D. Ramsey and Kathy L. Ramsey this 22 day of March, 1991.

Witness my hand and official seal.



Christina D. St. Clair
Notary Public



COPY TO ASSESSOR (2)

LARAMIE COUNTY CLERK
CHEYENNE, WY.

'95 OCT 5 PM 12 48

170174

State of Wyoming)
)ss
County of Laramie)

September 5, 1995

Vandehi Land Company, A Partnership

to the Public:

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owners in fee simple of the following described property situated in Laramie county, Wyoming, to wit: all lots in Western Hills, Thirteenth Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming do hereby make this Declaration of Protective Covenants applicable to all of the described property.

1. Single Family Residences Required. No lot shall be used except for a single family residential dwelling, with associated one--three car garage, and no building shall be erected, altered, placed or permitted to remain on any lot other than the unit above authorized.

2. Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the 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 buildings or building may be removed from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing. Approval shall be provided in paragraph 14.

3. Dwelling Quality and Size. The Principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, garages, terraces, of 1,600 square feet; except where the principal dwelling is a 1 1/2 or 2 story home the total living area, above ground, shall be not less than 2,400 square feet. The square footage shall be determined by measurement of the framing dimensions of the living quarters only and are exclusive of basement area. No storage areas or garages shall be considered in determining the square footage. Exterior building materials of all

dwellings must be approved and shall have no less than 25% of the exterior surface covered with appropriate masonry, exclusive of fireplaces. Roofing must be shake shingle, Timberline asphalt (or equivalent weight and grade product) shingles, or Woodroof or equivalent product. No T lock or 3 tab shingles will be permissible.

4. Minimum Lot Size and Building Locations

BOOK 1408

0726



A. No structure shall be located closer to the front lot line than 30 feet, nor closer to the rear lot line than 25 feet.

B. No structure shall be located closer than 7.5 feet from side lot lines

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

5. Easements; Easements for installation and maintenance of utilities and drainage facilities 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 and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which the public authority or utility company is responsible.

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

7. Temporary Structures; No structure of a temporary character, trailer, modular, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. Parking and Non-Operative Vehicles and Facilities; Parking of trailer-campers, truck-campers, bus-campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours when parked on the street in front of a residence or a parking area between the front building line and the street. The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time, or as a repeated matter of practice.

9. Signs; No sign of any kind shall be displayed in the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales periods.

10. Oil and Mining Operations; No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. Nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No



derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. Livestock and Poultry; No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

12. Garbage and Refuse Disposal; No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage and other waste shall not be kept 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.

13. Sight Distance at Intersections; No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 24 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of driveway or alley pavement. No tree shall be permitted to remain within such a distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. The Architectural Control Committee is composed of the following persons: B. T. Vandehel, Stephen E. Vandehel, K. G. Vandehel, and R. F. Vandehel. 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 members shall have full authority to designate a successor. None of the members of the committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. After a period of 5 years from the date of this instrument, 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 amend any powers or duties of the committee.

15. 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 review the plans or issue a written approval or disapproval within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

16. Term: 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 10 years unless an instrument signed by a majority of the then



owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. Enforcement; In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area, or the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages, and in addition, to recover from the party so violating such protective covenants reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery of the damages.

19. Severability; Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 12th day of September, 1995

OWNERS

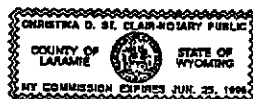
VANDEHEI LAND COMPANY, A PARTNERSHIP

Stephen E. Vandehi
Stephen E. Vandehi, Managing Partner

.State of Wyoming)
) ss
County of Laramie)

Subscribed and sworn to before me by Stephen E. Vandehi, Managing Partner of Vandehi Land Company, this 12 day of September, 1995.

Witness my hand and official seal.



Christina D. St. Clair
Notary Public

BOOK 1408

0729

STATE OF WYOMING)
)ss:
COUNTY OF LARAMIE)

F & F DEVELOPMENT, LLC, a Limited Liability Co.
to
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS

Lots 33, 34 and 35, Block 48, Western Hills Twelfth Filing, Laramie County, Wyoming.
AND
Lot 36, Block 48, Western Hills Thirteenth Filing, Laramie County, Wyoming.
AND
Lots 1 through 31, Block 1, Western Hills Fourteenth Filing, Laramie County, Wyoming,
Plat filed of record with the Laramie County Clerk on May 12, 2005.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, F & F Development, a limited liability company organized under the laws of the State of Wyoming, being the owner in fee simple of the lots described above in Western Hills 12th, 13th and 14th filings, additions to the City of Cheyenne, Laramie County, Wyoming, does hereby make this Declaration of Protective Covenants applicable to all the described property.

1. One Family Residences Required: No lot shall be used except for a one family detached residential dwelling, with associated two or three car garage. When the design is deemed appropriate, a garage for a fourth car may be allowed only upon specific written authorization of the Architectural Control Committee.

2. Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a site 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 removed from another location to any site within this subdivision. Approval by the Architectural Control Committee shall be as provided in paragraph #19.

3. Dwelling Quality and Size: The principal dwelling shall have a minimum fully enclosed main floor area devoted to living purposes, exclusive of porches, terraces, garages and basements, of 1,600 square feet; except where the principal dwelling is a multi-story home, the total living area above ground is not less than 1,900 square feet. It is understood that these minimum floor area requirements shall be determined by measurement of the framing dimensions of the living quarters only and shall not include any basement area, whether finished, unfinished or walkout.

Exterior design, exterior construction materials and exterior colors of all dwellings must be approved, in writing, by the Architectural Control Committee. A dwelling must have no less than 25% of the exterior surface covered with appropriate masonry. For purposes of this Declaration, brick and rock are deemed appropriate masonry. When a Dryvit™ (or equivalent stucco-like product) is used on the entire exterior of the home, it will be deemed appropriate masonry. Simulated brick products like Nova Brick™ or concrete siding are not approved material for meeting the 25% appropriate masonry requirement.

Roofing must be shake shingles, Malarkey™, Timberline™ or Alaskan™ asphalt or fiberglass shingles (or equivalent weight and grade products). The intent to have a designer-type roof and specifically, no T-lock shingles, standard 3 tab shingles or metal roofs are allowed. Roofing colors will be black, brown, weathered wood or dark gray tones. Any other colors will require specific written approval of the Architectural Control Committee.

Any new products that an owner would like to use as "appropriate masonry" or "approved roofing" can be submitted to the Architectural Control Committee for approval. Approval or disapproval shall be the sole discretion of the Committee.

An engineered foundation sufficient to satisfy the City Engineer shall be required for each home to be built. The Geotechnical Engineering Report also recommends a perimeter drain system for homes to be built with basements.

4. Minimum Lot Size and Building Location: No residential structure shall be erected or placed on less than one lot. No lot shall be further divided. If more than one lot shall be combined to build one dwelling on, these conditions shall apply to the combined lots as if they were one site. No structure shall be closer to the front lot line than 25 feet, nor closer to the rear lot line than 25 feet. No structure on any lot shall be located closer than 7.5 feet from side lot lines. For the purposes of these Covenants, eaves, steps and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building or improvements to encroach upon another lot or easement.

5. Auxiliary Buildings: Buildings detached from the main living structure may be allowed only with the specific approval of the Architectural Control Committee. The same style, building materials, color and design as the principal dwelling will be a minimum requirement for approval of an auxiliary structure. No detached structures for storage will be allowed unless approved under this paragraph.

6. Temporary Structures: No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage or barn shall be used on any lot at any time as a residence, either temporary or permanent. However, this Covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structure whenever the

same has been on the premises an unreasonable length of time, or in any other way has become a nuisance.

7. Landscaping and Fencing: No TOTAL xeriscape, desert landscaping, gravel, etc., shall be permitted on ANY lot in this subdivision. Xeriscape aspects may be included in the landscape plan, as long as there are grassed areas totaling 50% of the front yard. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. Any fence construction across a recorded drainage easement shall have the bottom of the fence kept a minimum of 6 inches above the flow line of the drainage easement. There shall be no front yard fencing, except that small unobtrusive portions of aesthetically pleasing fencing might be allowed in connection with a total landscape plan. The total landscape plan would require the approval of the Architectural Control Committee. On Lot 27, Block 1, 14th Filing, the rear yard fence shall not be placed within the drainage easement and shall be located a minimum of 20 feet south of the north lot line of said Lot 27.

8. Special Fencing Requirements: A standard fence shall be required on the east property line of the lots backing up to Ptarmigan Lane, specifically Lots 28 and 29, Block 1, 14th filing. The owners of these lots shall be required to build a 6 foot high cedar privacy fence, consisting of 4" pickets with 3 rails. Post must be no less than 4" x 4" and no large than 6" x 6" and no further apart than 8 feet. The rails must face toward the home and the pickets must face to the outside toward Ptarmigan Lane. The fence will be required on the rear lot line enclosing easement areas, if any. This fence must be installed within one year after the completion of the home. No portion of this fence shall be altered in a manner which detracts from the conformity of design. The fencing of each lot shall be appropriately maintained by the owner of said lot.

9. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on public record. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Maintenance of the 25 foot drainage easement which runs along the northern boundary of the subdivision shall be the responsibility of the owner of each of the lots abutting the 25 foot drainage easement.

10. Drainage Channels: Lot owners of the following lots which share a rear or side yard drainage easement shall be responsible for installation and maintenance of a

hard permanent surfaced drainage channel to be constructed and installed in conjunction with each lot as it is developed:

Block 1, Lots 1-8, 9-16 & 17-26, Western Hills 14th filing, as set forth on the attached Exhibit A.

These open drainage channels are intended to connect from the up gradient lot channel to the down gradient lot channel such that a continuous channel exists which conveys storm water runoff from the south to the north inside of the drainage easement provided on the lots identified above. Realizing that rear and side yard fences may be erected on the property line, a drainage channel is required on each side of the common lot line. Fences shall be kept above the channel by 6" minimum to allow storm water to flow unimpeded.

The alignment and typical cross section of each lot channel shall be noted on all approved plot plans for the above lots and verified with post-construction documentation as required by the City of Cheyenne prior to Issuance of Certificate of Occupancy.

Modifications to established drainage channels will only be allowed upon review and approval by a Registered Engineer in the State of Wyoming; who is knowledgeable of the original subdivision drainage patterns and with approval of the City of Cheyenne Engineering Department.

11. Street Access and Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the property lines and a line connecting them at points 15 feet from the intersection of the property lines, or in the case of a rounded property corner from the intersection of the property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of the property line with the edge of a driveway. No tree shall be permitted to remain within such a distance to such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. Nuisances: No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. Parking and Non-Operative Vehicles and Facilities: Parking of trailers, campers, recreational vehicles and other large vehicles shall be limited to a period of 72 hours when parked on the street in front of a residence or a parking area between the front building line and the street. The parking of boats and trailers on the street, or on any parking area between the front building line of the residence and a street, shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use. Vehicles which are not in running

condition or are in a state of disrepair shall not be parked on the street in front of a residence or in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.

14. Signs: No sign of any kind, on any lot, shall be displayed in public view except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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

16. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; except that no more than two dogs, two cats and two other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

17. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash and garbage. Garbage and all other waste shall be kept in sanitary containers. During all construction, the property owner is required to maintain proper on-site trash containment and sanitary facilities.

18. The Architectural Control Committee: The Architectural Control Committee shall be composed of the following persons: Kris Fleischli and Linda Fleischli of F & F Development, LLC, and Bruce Perryman of AVI, PC, an Engineer Representative. 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 members shall have full authority to designate a successor. None of the members of the Committee, nor their designated representative, shall be entitled to compensation for services performed pursuant to this Covenant. Upon F & F Development, LLC, or its successor or assigns' sale of all the lots subject to these Covenants, the above-described Committee shall resign and the then record owners of a simple majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to amend any powers or duties of the Committee.

19. Procedures: 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 review the plans or issue a written approval or disapproval within 30 days after plans and specifications have been submitted to it, or in any event, if no

Protective Covenants
Page 6

suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related Covenants shall be deemed to have been fully complied with.

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

21. Enforcement: In the event that any person shall violate any of these Covenants, it shall be lawful for any owner of any lot or lots in the area or the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages; and in addition, to recover from party so violating such Protective Covenants reasonable attorney's fees, court costs and expenses incurred in the proceedings either to enjoin violation or for the recovery of damages. The Architectural Control Committee is in no way responsible for the enforcement of the restrictions in this Declaration.

22. Severability: Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

THIS DECLARATION OF PROTECTIVE COVENANTS is signed this 7 day of June, 2005.

F & F DEVELOPMENT, LLC
a Limited Liability Company

by:



Manager

Protective Covenants
Page 7

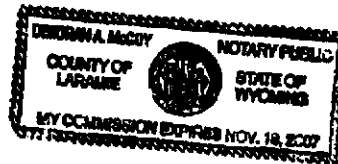
STATE OF WYOMING)
)ss:
COUNTY OF LARAMIE)

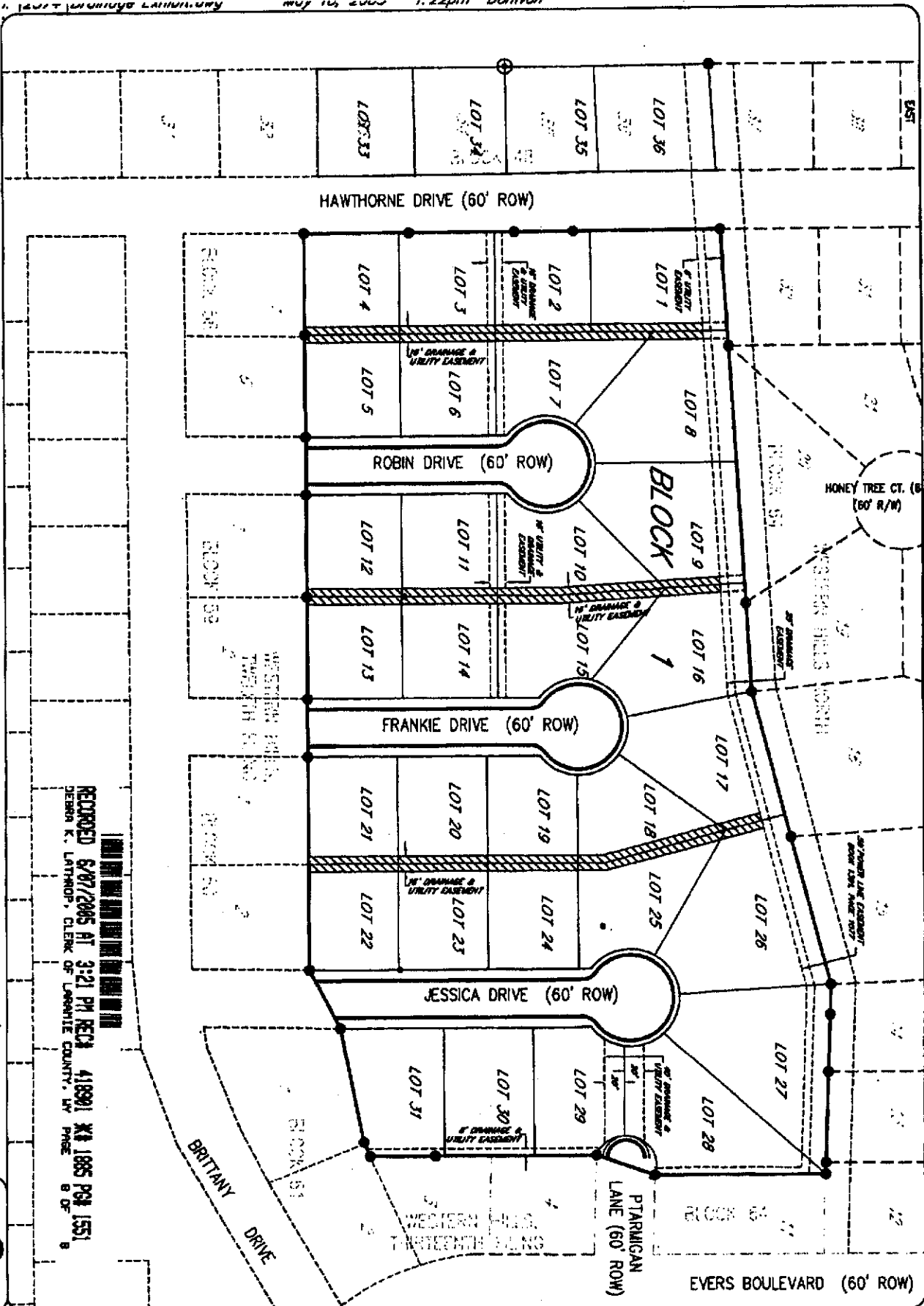
The foregoing Declaration of Protective Covenants was acknowledged before me by
Kris Fleschell as Manager of F & F Development, LLC, this 7th day of
June, 2005.


WITNESS MY HAND AND OFFICIAL SEAL

Deborah A. McCoy
Notary Public

My Commission Expires: Nov 13, 2007



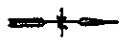



 LOTS AFFECTED BY
 DRAINAGE COVENANT &
 REQUIRED CHANNELS

DRAINAGE COVENANTS EXHIBIT
 WESTERN HILLS
 FOURTEENTH FILING

EXHIBIT

A



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 DEBBIE K. LATKOPF, CLERK OF LANDS COUNTY, NV PAGE 8 OF 8