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LAND DESCRIPTION

Tract 1

A portion of the West half (W/2) of Section 29, Township 14 North, Range 83 West of the 6th P.M., Laramie County, Wyoming, more particularly described as follows:

Commencing at the southeast corner of said Section 29; thence N00°20'33"E, along the west line of said Section 29, a distance of 1123.18 feet to the point of beginning; thence continuing N00°20'33"E, along said west line, a distance of 742.53 feet to the southern right-of-way line of County Road No. 143; thence S89°45'55"W, along said right-of-way line, a distance of 2247.85 feet to the point of beginning. Containing 38.3254 acres more or less.

Subject to County Road No. 143 over the west 40.00 feet and any other easements, restrictions, covenants and encumbrances legally acquired.

LAND DESCRIPTION

Tract 2

A portion of the West half (W/2) of Section 29, Township 14 North, Range 83 West of the 6th P.M., Laramie County, Wyoming, more particularly described as follows:

Commencing at the southeast corner of said Section 29; thence N00°20'33"E, along the west line of said Section 29, a distance of 1123.18 feet to the point of beginning; thence continuing N00°20'33"E, along said west line, a distance of 742.53 feet to the southern right-of-way line of County Road No. 143; thence S89°45'55"W, along said right-of-way line, a distance of 2247.85 feet to the point of beginning. Containing 38.3254 acres more or less.

Subject to County Road No. 143 over the west 40.00 feet and any other easements, restrictions, covenants and encumbrances legally acquired.

LAND DESCRIPTION

Tract 3

A portion of the West half (W/2) of Section 29, Township 14 North, Range 83 West of the 6th P.M., Laramie County, Wyoming, more particularly described as follows:

Commencing at the southeast corner of said Section 29; thence N00°20'33"E, along the west line of said Section 29, a distance of 1123.18 feet to the point of beginning; thence continuing N00°20'33"E, along said west line, a distance of 742.53 feet to the southern right-of-way line of County Road No. 143; thence S89°45'55"W, along said right-of-way line, a distance of 2247.85 feet to the point of beginning. Containing 38.3254 acres more or less.

Subject to County Road No. 143 over the west 40.00 feet and any other easements, restrictions, covenants and encumbrances legally acquired.

LAND DESCRIPTION

Tract 4

A portion of the West half (W/2) of Section 29, Township 14 North, Range 83 West of the 6th P.M., Laramie County, Wyoming, more particularly described as follows:

Commencing at the southeast corner of said Section 29; thence N00°20'33"E, along the west line of said Section 29, a distance of 1123.18 feet to the point of beginning; thence continuing N00°20'33"E, along said west line, a distance of 742.53 feet to the southern right-of-way line of County Road No. 143; thence S89°45'55"W, along said right-of-way line, a distance of 2247.85 feet to the point of beginning. Containing 38.3254 acres more or less.

Subject to County Road No. 143 over the west 40.00 feet and any other easements, restrictions, covenants and encumbrances legally acquired.

LAND DESCRIPTION

Tract 5

A portion of the West half (W/2) of Section 29, Township 14 North, Range 83 West of the 6th P.M., Laramie County, Wyoming, more particularly described as follows:

Commencing at the southeast corner of said Section 29; thence N00°20'33"E, along the west line of said Section 29, a distance of 1123.18 feet to the point of beginning; thence continuing N00°20'33"E, along said west line, a distance of 742.53 feet to the southern right-of-way line of County Road No. 143; thence S89°45'55"W, along said right-of-way line, a distance of 2247.85 feet to the point of beginning. Containing 38.3254 acres more or less.

Subject to County Road No. 143 over the west 40.00 feet and any other easements, restrictions, covenants and encumbrances legally acquired.

LAND DESCRIPTION

Tract 6

A portion of the West half (W/2) of Section 29, Township 14 North, Range 83 West of the 6th P.M., Laramie County, Wyoming, more particularly described as follows:

Commencing at the southeast corner of said Section 29; thence N00°20'33"E, along the west line of said Section 29, a distance of 1123.18 feet to the point of beginning; thence continuing N00°20'33"E, along said west line, a distance of 742.53 feet to the southern right-of-way line of County Road No. 143; thence S89°45'55"W, along said right-of-way line, a distance of 2247.85 feet to the point of beginning. Containing 38.3254 acres more or less.

Subject to County Road No. 143 over the west 40.00 feet and any other easements, restrictions, covenants and encumbrances legally acquired.

CERTIFICATE OF OWNERSHIP

KNOW ALL PERSONS BY THESE PRESENTS, that John Lamaster Taylor, formerly known as John Lamaster, trustee of the John Lamaster Family Trust and John Lamaster, trustee of the John Lamaster Family Trust, have executed and caused to be recorded on the Record of Survey for the State of Wyoming, a certain plat of land and embraced on the Record of Survey for the State of Wyoming, containing the description of the land and the same as appears on this Record of Survey, to be their free and clear deed in accordance with their desires.

WITNESS our hands this 28th day of May 1988.

John Lamaster Taylor
John Lamaster Taylor, Trustee of the John Lamaster Family Trust

John Lamaster
John Lamaster, Trustee of the John Lamaster Family Trust

STATE OF WYOMING }
COUNTY OF LARAMIE } SS

The foregoing instrument was acknowledged, subscribed and sworn to before me by John Lamaster Taylor, Trustee of the John Lamaster Family Trust, personally known to me this 28th day of May, 1988.

Witness my hand and official seal.

Carol A. Stal
Carol A. Stal
Notary Public, Laramie County, Wyoming
My Commission Expires 08/31/1990

CERTIFICATE OF SURVEYOR

I, Willey B. Jones, Registered Professional Land Surveyor in the State of Wyoming, do hereby certify that the above and foregoing plat of land is to the best of my knowledge, information and belief, that this map was made by me or under my direct supervision and that this map correctly shows the results of a field survey and that the monument found or set are as shown.

Willey B. Jones
Willey B. Jones, Registered Professional Land Surveyor in the State of Wyoming

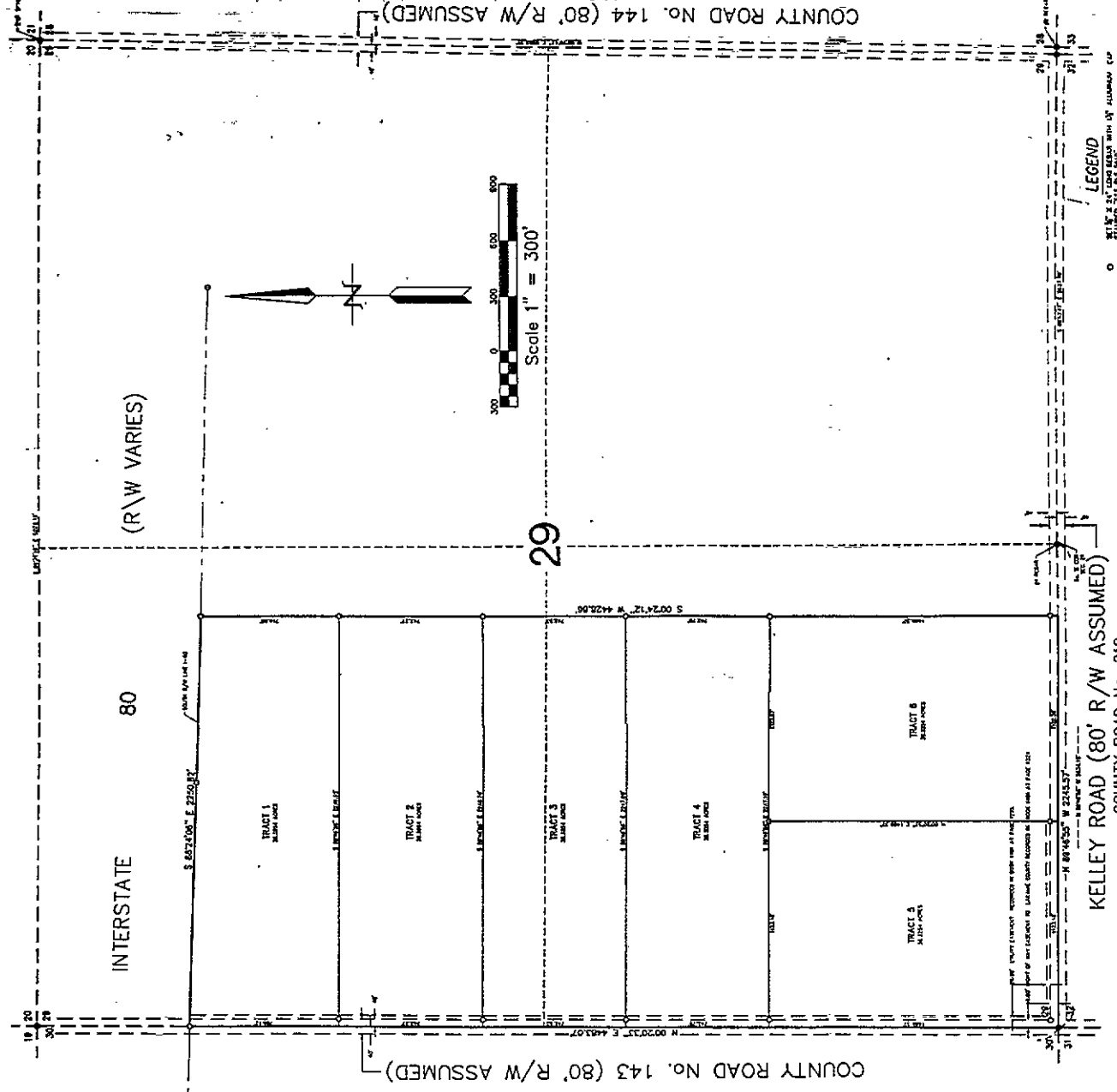


RECORD OF SURVEY FOR WHEATRIDGE ESTATES

A SUBDIVISION SITUATED IN A PORTION OF THE WEST HALF (W/2) OF SECTION 29, T. 14 N., R. 83 W., 6th P.M., LARAMIE COUNTY, WYOMING.

PREPARED JULY, 1987

STEEL SURVEYING SERVICES, LLC
PROFESSIONAL LAND SURVEYORS



PLAT RECORD

Section of plat: 35
County of Wyoming: Laramie
Date of recording: May 28, 1988
Plat No.: 143

John Lamaster Taylor
John Lamaster Taylor, Trustee of the John Lamaster Family Trust

John Lamaster
John Lamaster, Trustee of the John Lamaster Family Trust

County Clerk & Ex-Officio Notary Public

NOTES

1) THE WEST 40' OF LARAMIE COUNTY ROAD NO. 143 IS A PRIVATE ROAD BUT COUNTY MAINTAINED.

2) THE SOUTH 40' OF KELLEY ROAD IS A PUBLIC ROAD BUT COUNTY MAINTAINED.

3) NO PROPOSED DOMESTIC WATER SOURCE

4) NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM

LEGEND

- 80' X 165' 30" ROAD BOUNDARY BY ALUMINUM CAP
- ROAD 2" ALUMINUM CAP 1" X 200'
- ROAD AND COO 14' WIDTH
- ROAD PAVING CAP 15" X 15' 30"
- ROAD W/2. W/2. W/2. 20' X 15' 30"

**DECLARATION OF PROTECTIVE COVENANTS FOR
WHEATRIDGE ESTATES**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantors, of all lands described below located in Laramie County, Wyoming as the same are more particularly described on the attached Exhibit A (hereinafter "subject property") do hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of uses to which the subject property may be put:

1. RESTRICTIVE USE FOR RESIDENTIAL PURPOSES ONLY.

The subject property shall be known and described as residential lots and will be restricted by covenants contained in these Declarations. It is intended that the owners of such lots will have full enjoyment of the property, subject, however, to the covenants contained in these Declarations. It is the further intent of these covenants to protect and enhance the value, desirability and attractiveness of said property. Restrictions are kept to a minimum while keeping in focus the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger.

2. DWELLING QUALITY AND SIZE.

No dwelling shall have less than 1,350 square feet above ground. Tri-level and bi-level houses shall have not less than 1,000 square feet per level with a minimum total footage of 2,000 square feet. A two-story house shall have not less than 1,000 square feet on the first floor and not less than 1,500 square feet finished area. All construction shall be new and no structures shall be moved onto the tracts. 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 square footage. All private approaches and driveways will be surfaced with gravel, or asphalt or concrete paving materials. Private culverts shall be sized and installed where recommended by the County Engineer. This is to prevent drainage problems which could be created.

3. BUILDING LOCATIONS.

(A) No structure shall be located within eighty feet of any tract boundary.

(B) For the purposes 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 lot to encroach upon another lot.

(C) Not less than a single car garage, attached, shall also be included in the construction of the residence.

(D) No structure other than one private single family dwelling, together with a private garage and suitable barn, shop or shed for horses or cattle, (which are to be kept for recreational purposes only shall) be erected, placed, or allowed to remain on any one tract.

4. SEPTIC SYSTEMS. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the Laramie County Department of Environmental Health. No septic tank or field system shall be nearer than one hundred (100) feet to any building lot line except with the consent of the appropriate health officials of the County and State and the Architectural Control Committee, and no sewage, waste, water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the subdivision. All toilet facilities must be inside the residence, garage, barn or shop and shall be of a modern flush type and connected to a proper septic tank system.

5. PETS, HORSES AND CATTLE. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. *There shall be no more than nine head of livestock per tract. The term livestock includes only horses, cattle and sheep.* Operation of commercial riding stables and commercial boarding stables shall not be allowed. Stables, barns, horse sheds and corrals will be of finished construction and shall be maintained in compliance with all lawful sanitary

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regulations. Dogs and other pets will be under the control of the owner at all times and will not be allowed to run free off the owner's lot. Owners shall be responsible for keeping all livestock within the fenced boundaries of the Owner's lot and will be responsible for damage to property located off the owners tract caused by such pets, horses and livestock. Any corral erected on any tract shall not exceed more than one acre per tract. No swine or fowl may be kept on any tract.

6. **USE OF LOTS.** From and after the date of this Declaration, no structure other than a private single family dwelling, together with a private attached garage for no more than 3 cars or a house plan design for a detached garage structure equivalent in size to a 3 car garage, and a suitable and compatible barn and/or other out-building(s) and corral shall be erected, placed or permitted to remain on any tract of the subject property. Metal barns and/or out-building(s) may be allowed. No mobile homes shall be permitted. Modular, factory-built homes may be permitted if they meet all other requirements herein. Modular and/or factory built homes must be permanently affixed to a poured concrete foundation which extends around the entire perimeter of the structure with a crawl space or basement and must have a pitched and shingled roof. All construction and/or factory-built modular homes shall be new and must comply with all applicable building codes, zoning laws and the minimum building standards as set forth in this Declaration and with Federal Housing Administration standards. No structure shall be moved from any location outside the subject property onto any tract of the subject property.

No commercial business activity other than a home occupation used in conformance with Paragraph 7 below, or any activity of a noxious or offensive nature may be conducted upon any tract of the subject property, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and disposed of at least weekly.

7. **Home occupations** are permitted, however, nothing in this section shall be construed to relieve any person from compliance with any and all applicable County zoning regulations. The applicant shall be responsible to determine which regulations govern applicant's intended and actual home occupation use and shall be responsible for complying with those regulations.

In addition, all home occupation uses shall be in compliance with the following restrictions:

(A) Any alterations and/or construction to accommodate the home occupation use shall comply with these covenants. The external character and appearance of the building shall be consistent with these covenants.

(B) There shall be no offensive noises, vibration, smoke, dust, odors, heat or glare resulting from such home occupation use.

(C) No materials, goods, supplies or equipment related to the home occupation use shall be stored or displayed outside of any structure located on the property.

(D) One (1) unlighted sign, compatible with the residence and neighborhood, not over 18 inches by 24 inches shall be permitted provided it is attached flat against the structure or window.

(E) There shall be only incidental sale of stocks, supplies or products, except those made or produced on the premises, however, catalogue sales are permitted.

(F) Employees working on the site of the home occupation shall be bona-fide, full-time residents of the principal residence on the tract only.

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8. **FURTHER SUBDIVISION RESTRICTION.** No lot of the subject property may be subdivided into lots smaller than fifteen acres.

9. **TEMPORARY BUILDINGS.** No structure of a temporary character, trailer, modular, basement, tent, shack or barracks, shall be permanently used on the subject property as a family dwelling. An owner may use a temporary structure as his or her dwelling for no more than 12 consecutive months during the construction of the permanent dwelling. This covenant shall not restrict a home builder from maintaining a temporary office, tool shed or lumber shed for the purpose of erecting dwellings. No mobile home shall be converted to a permanent dwelling on the subject property.

10. **CONSTRUCTION REQUIREMENTS.** All dwellings shall be constructed according to the Uniform Building Code requirements prevailing on the date the building is constructed. It is the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded.

11. **SIGNS.** No sign of any kind shall be displayed to the public view on the subject property after the date of this Declaration except one sign of not more than 22 square feet advertising a tract for sale or rent or a sign used by a builder to advertise the property during the construction and initial sales period.

12. **HUNTING.** No game hunting of any kind shall be permitted within the boundaries of the subdivision.

13. **LANDSCAPING.** The first grantee of any tract within the subdivision shall be responsible for the installation and continued maintenance of landscaping upon such lot in at least the minimum amounts and quality set forth herein. Installation of all required landscaping shall be completed within one (1) year after completion of construction of the primary residence. It is the intent of these covenants that landscaping be installed to enhance such lot, the adjoining tracts and the subdivision; to provide drainage and erosion control and to achieve a harmonious and integrated appearance of such lot with the adjoining lots and the subdivision.

All surface areas within the boundaries of all lots not otherwise occupied by structures or roads shall be covered with native ground cover or other grass of the owner's choice, trees, shrubs or other landscaping elements such as rocks, wood chips, bark and/or mulch or gravel material.

Each lot owner shall plant and maintain no less than six (6) trees of any variety which shall be no less than four (4) feet tall when planted and any deciduous tree shall be no less than six (6) feet tall when planted. Nothing herein shall be construed to prohibit an owner from planting any number of trees less than such minimum height requirements in addition to the requirements in addition to the required six (6) trees which meet these minimum height requirements. No unsightly shelter or wind protection for trees such as used tires shall be permitted. Any trees which die shall be replaced with tree(s) of a height at least equal to the size of that when originally planted.

No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns which exist through the subdivision as a whole. Any proposed changes to the subdivision's natural or designed drainage patterns must be shown on any lot owner's application for approval of construction and must include a complete written definition of all proposed drainage changes. Any and all damage to the soil and vegetation during construction shall be restored to its natural condition within one (1) year following completion of the construction.

14. **VEHICLES.** Vehicles which are not in running condition or are in a state of disrepair shall not be parked anywhere on the subject property more than 72 hours at any one time or as a repeated practice. No vehicles, trailers, or vehicular equipment shall be habitually parked along any of the public roadways adjacent to on the subject property. Owners of camping trailers, horse trailers, boats and boat trailers and trucks larger than general use pickups shall attempt to park such vehicles away

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from the general view of adjacent landowners and away from the roadway side of any house.

15. **GRAVEL.** No mining of gravel shall be permitted in the subdivision other than that being conducted by the Developer to complete the initial road system. Developer shall discontinue such gravel mining at such time as the road system has been completed and approved by Laramie County.

16. **RADIO AND TV ANTENNAS.** Each lot in the subdivision shall be limited to not more than one (1) television antenna, tower or satellite dish and not more than one (1) radio antenna or tower. No tract owner shall cause or permit any radio or television equipment on his or her lot to cause interference with the radio or television signals or reception of any other tract owner.

17. **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 area 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.

18. **SIGN 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 25 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 limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

19. **BINDING EFFECT; EXTENSION; AMENDMENT.** This Declaration and all restrictions set forth herein run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time, by an instrument signed by at least two-thirds (2/3) of the then owners of the tracts agreeing to amend this Declaration in whole or in part and recorded upon the deed records of the Clerk of Laramie County, Wyoming. Any such amendment shall only bind those lots owned by those persons who actually sign the amendment from and after the date of filing of such amendment.

20. **ENFORCEMENT.** This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the Grantors, their successors and assigns, or by any legal or equitable owner of a tract on the subject property by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. 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 this Declaration shall be pay the reasonable attorney's fees required of the owner in the proceedings either to enjoin violation or for the recovery of the damages with or without suit. The failure to enforce or cause the abatement of any violation of this Declaration and 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 this Declaration.

21. **SEVERABILITY:** Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS our hands this ____ day of May, 1998.

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JoAnn Lemaster Taylor
JoAnn Lemaster Taylor, trustee of
the JoAnn Lemaster Family Trust

John Lemaster
John Lemaster, trustee of the
John Lemaster Family Trust

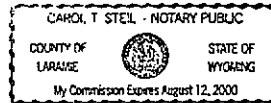
STATE OF WYOMING)
COUNTY OF LARAMIE)ss.

The foregoing instrument was acknowledged, subscribed and sworn to before me by JoAnn Lemaster Taylor, trustee of the JoAnn Lemaster Family Trust and John Lemaster, trustee of the John Lemaster Family Trust, personally known to me this 18th day of May, 1998.

Witness my hand and official seal.

Carol T. Steil
NOTARY PUBLIC

My Commission Expires 8-12-2000



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EXHIBIT A
LAND DESCRIPTION

A portion of the West Half ($W\frac{1}{2}$) of Section 29, Township 14 North, Range 63 West of the 6th P.M., Laramie County, Wyoming, more particularly described as follows:

Beginning at the southwest corner of said Section 29; thence N.00°20'33"E., along the west line of said Section 29, a distance of 4483.07 feet to the southerly right-of-way line of Interstate 80; thence S.88°24'06"E., along said southerly right-of-way line, a distance of 2250.82 feet; thence S.00°24'12"W., a distance of 4428.86 feet to the south line of said Section 29; thence N.89°46'55"W., along said south line, a distance of 2245.57 feet to the point of beginning. Containing 229.9524 acres more or less.

Subject to County Road No. 143 over the west 40.00 feet, County Road No. 210 (Kelley Road) over the south 40.00 feet and any other easements, restriction, covenants, and encumbrances legally acquired.