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LEGAL DESCRIPTION
 A PLAT OF A PORTION OF THE EAST ONE HALF OF SECTION 30,
 AND THE EAST ONE HALF OF SECTION 31
 TOWNSHIP 13 NORTH, RANGE 05 W. OF THE 6TH P.M.
 LARAMIE COUNTY, WYOMING.

DESCRIPTION
 THIS PLAT OF A PORTION OF THE EAST ONE HALF OF SECTION 30,
 AND THE EAST ONE HALF OF SECTION 31 TOWNSHIP 13 NORTH,
 RANGE 05 W. OF THE 6TH P.M. LARAMIE COUNTY, WYOMING,
 IS A PLAT OF A PORTION OF THE EAST ONE HALF OF SECTION 30,
 AND THE EAST ONE HALF OF SECTION 31 TOWNSHIP 13 NORTH,
 RANGE 05 W. OF THE 6TH P.M. LARAMIE COUNTY, WYOMING,
 AS SHOWN ON THE PLAT OF A PORTION OF THE EAST ONE HALF OF SECTION 30,
 AND THE EAST ONE HALF OF SECTION 31 TOWNSHIP 13 NORTH,
 RANGE 05 W. OF THE 6TH P.M. LARAMIE COUNTY, WYOMING,
 FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF LARAMIE COUNTY,
 WYOMING, ON THE 14TH DAY OF SEPTEMBER, 1955.

APPROVALS
 APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF LARAMIE COUNTY, WYOMING, THIS 14TH DAY OF SEPTEMBER, 1955.
 [Signature]

NO PUBLIC WASTEWATER SYSTEMS ARE PROPOSED

**WINCHESTER HILLS
 FOURTH FILING**

A PLAT OF A PORTION OF THE EAST ONE HALF OF SECTION 30,
 AND THE EAST ONE HALF OF SECTION 31
 TOWNSHIP 13 NORTH, RANGE 05 W. OF THE 6TH P.M.
 LARAMIE COUNTY, WYOMING.

CHILLERS
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Qui
 EXPLOSION PROTECTED
 10/25/55

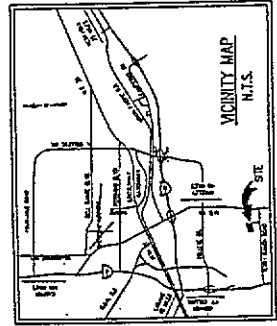
FRUL PLAT

WINCHESTER HILLS
 4TH FILING

ACKNOWLEDGMENT
 I, the undersigned, being the owner of the above described premises, do hereby certify that the above described premises are not subject to any lien or other claim of any person other than the person named herein as the owner thereof.

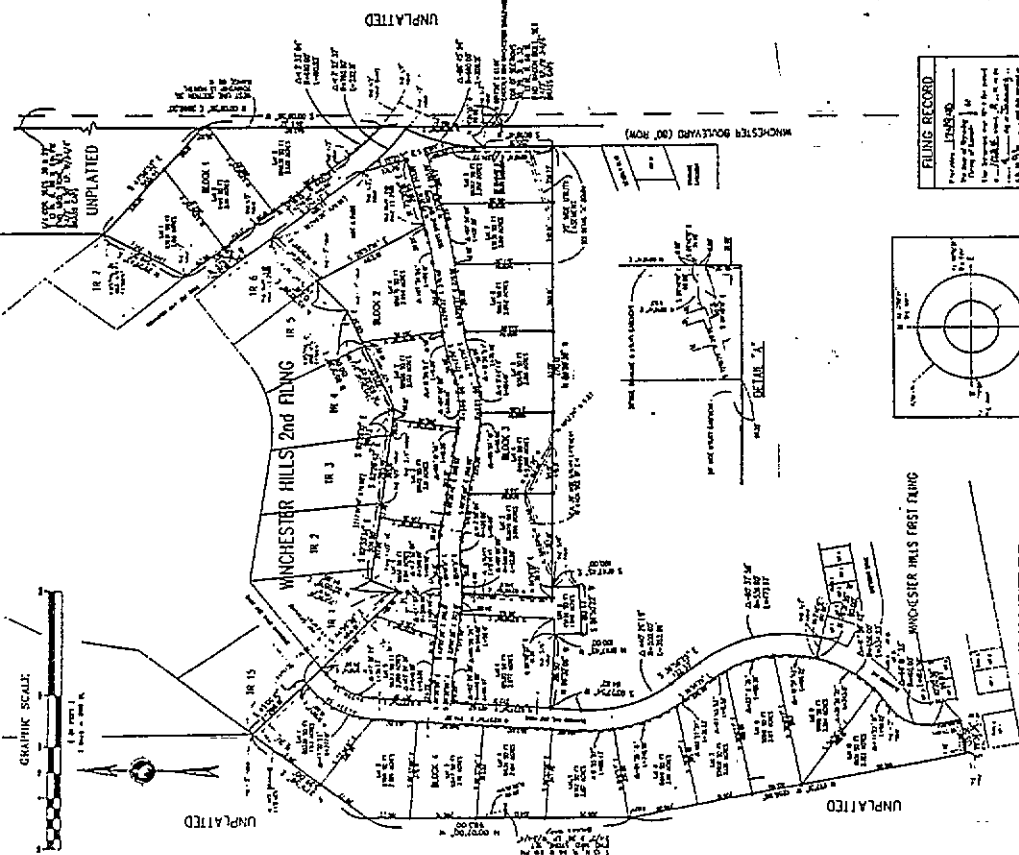
ACKNOWLEDGMENT
 I, the undersigned, being the owner of the above described premises, do hereby certify that the above described premises are not subject to any lien or other claim of any person other than the person named herein as the owner thereof.

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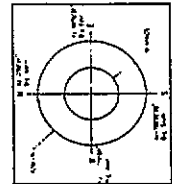


LEGEND
 1. BOUNDARY OF SECTION 30 AND 31
 2. BOUNDARY OF TOWNSHIP 13 NORTH
 3. BOUNDARY OF RANGE 05 WEST
 4. BOUNDARY OF SECTION 30 AND 31
 5. BOUNDARY OF TOWNSHIP 13 NORTH
 6. BOUNDARY OF RANGE 05 WEST

LEGEND
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 2. BOUNDARY OF TOWNSHIP 13 NORTH
 3. BOUNDARY OF RANGE 05 WEST
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 5. BOUNDARY OF TOWNSHIP 13 NORTH
 6. BOUNDARY OF RANGE 05 WEST



FILING RECORD
 I hereby certify that the above described premises are not subject to any lien or other claim of any person other than the person named herein as the owner thereof.



ADDITIONAL BEARING EXAMPLE

T.F.S., L.L.C. A LIMITED LIABILITY CO.
 1124 DUKE AVE.
 CHEYENNE, WY. 82001





COPY TO ASSESSOR

174941

LARAMIE COUNTY CLERK
CHEYENNE, WY.

'96 JAN 4 AM 10 28

THE STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

DATE: January 4, 1996

TO THE PUBLIC:

DECLARATION OF PROTECTIVE COVENANTS

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

WINCHESTER HILLS, FOURTH FILING, being a subdivision of a portion of the SW1/4, Section 29; SE1/4, Section 30; NE1/4 of Section 31, T. 13 N., R. 66 W. 6 P.M., Laramie County, Wyoming;

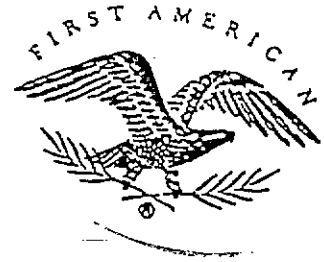
does hereby make this Declaration of Protective Covenants applicable to all of the described property.

1. One Family Residence Required. 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 and no structure shall exceed two stories in height and a private garage, barn and buildings suitable for livestock appurtenant thereto.

2. Architectural Restrictions: Uniform quality of workmanship and materials, harmony of external design with existing structure, and location with respect to topography and finish grade elevations shall be afforded. All construction shall be new, except that, buildings may be moved on to the lots from other sites, provided, however, that such buildings and their site location have been approved by the Architectural Control Committee as set forth above and as provided in Paragraphs 3 and 18 of the Declaration of Protective Covenants, dated January 4, 1996. This covenant is not intended to prohibit a modular home, located on a permanent foundation being placed on a tract. No wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

3. 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

... on race, color, religion, sex, handicap, marital status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).



Protective Covenants
Winchester Hills Subdivision
4th Filing

quality of workmanship and materials, harmony of external design with existing structure, and location with respect to topography and finish grade elevations. Approval shall be as provided in paragraph 18.

4. Dwelling Quality and Size: The dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes exclusive of porches, terraces, and garage, of one thousand (1,000) square feet. Any dwelling of 1-1/2 or 2 stories shall have a minimum living area of one thousand (1,000) square feet above grade. The ground level shall be at least six hundred fifty (650) square feet. No building shall be erected or permitted to remain on any tract that is more than two stories in height. All structures shall be constructed with a continuous brick, masonry, concrete or comparable building material in the foundation.

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.

5. Minimum Lot Size and Building Locations:

(A) No structure shall be erected or placed on any tract having less than 1.0 acres. There shall be no subdivision of individual tracts.

(B) No structure shall be located closer to the tract lines than fifty (50) feet.

(C) 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 tract to encroach upon another tract.

6. 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.



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4th Filing

7. 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.

8. Temporary Structures: Erection or placement of temporary structures or facilities shall be limited to a single period of one year beginning with the first day of erection or placement, on-site location, or the exterior storage of materials to be utilized for permanent facility construction and ending with final removal and cleanup of all such temporary facilities.

This covenant shall not restrict a building contractor or land developer from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of erecting and selling dwellings. All structures shall be constructed of code approved, sound materials, in a workmanlike manner.

9. 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 road or on any parking area between the front building line of a residence and a road 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 road in front of a residence or in an in-the-front driveway or on any parking area between the front building line of any residence and the road for a period of more than 24 hours at any one time or as a repeated matter of practice. There shall be no outside storage of inoperable vehicles, whether classified as "antique" or otherwise. "Storage" shall be defined as being parked for more than seven (7) days.

10. Signs: No sign of any kind shall be displayed to the public view on any lot 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.



Protective Covenants
Winchester Hills Subdivision
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11. 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.

12. Livestock and Poultry: Commercial animal husbandry shall not be practiced in any form. The raising or keeping of livestock for 4-H or recreational purposes will be permitted on tracts. Horses may be kept on the individual tracts, provided, however, that no more than two (2) horses may be kept on any designated tract. In any event, no more than two large animals may be kept for each designated tract of land at any time. Animals must be properly controlled to prevent damage to the tract or other properties. Property owner must recognize that their lot will not sustain pasturage for large animals and thus the only way horses or other large animals may be kept is by stabling animals within a structure and small fenced area. Property owners who contemplate this type of activity must submit plans for shelter and fencing control for approval of Architectural Control Committee. No animal waste shall be allowed to accumulate which may constitute a nuisance to other property owners. The control for such animals shall consist of an adequate fence to keep the animals within the tract and penning and feeding facilities so that the native grasses are not over-grazed to the point of loss of ground cover. Dogs, cats or other household pets may be kept provided they receive the shots required by existing law. Household pets shall be limited to three per household.

a. Fencing. Fencing which placed along any public roadway for the purpose of livestock control or as a part of landscaping shall be constructed of a material which will not detract from the harmony of external design. Barbed or woven wire fencing shall not be permitted adjacent to any public roadway or in the front of any dwelling. Approved fencing materials shall be pole fencing, buck-rail fencing, split rail or other similar material approved by the Architectural Control Committee.

13. Garbage and Refuse Disposal: 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.

14. Water Supply: No individual water supply system shall be permitted on any lot.



Protective Covenants
Winchester Hills Subdivision
4th Filing

15. Specific Reservations, Restrictions and Limitations for Construction, Planning, Development and use:

(A) Lawns shall be promptly planted and no grass shall be planted in said lawns other than a pure strain of bluegrass or native grasses which are indigenous to the area.

(B) No over head wires shall be allowed unless approved in writing by the Architectural Control Committee.

(C) Construction of the dwelling shall be completed within two (2) years from the date of purchase, subject only to reasonable adjustment as approved by the Architectural Control Committee for any delays caused by acts of God or other events beyond the control of purchaser.

16. Utilities: All utilities must be underground from the utility easement to the residence or other improvement constructed upon a tract.

17. The Architectural Control Committee is composed of the following persons: M. V. Federer and Roy S. Troyer. A member 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 member shall have full authority to designate a successor. None of the members of the committee, nor its 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 restore to it any of its powers and duties.

18. 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 been fully complied with.

19. 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.



Protective Covenants
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20. 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 covenant 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.

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

Dated this 4th day of January, 1996.

T.F.S., L.L.C., A LIMITED LIABILITY COMPANY

By: Roy S Troyer
Roy S. Troyer
Managing Member

Attest:

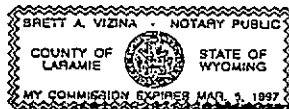
M J Fed
Assistant Secretary

State of Wyoming)
County of Laramie) ss.

On this 4th day of January, 1996, before me personally appeared Roy S. Troyer, Managing Partner of T.F.S., L.L.C., A LIMITED LIABILITY COMPANY, AND SERVING THEREBY AS Managing Partner of said concern, did thereby state and affirm that this instrument was signed and sealed by said Limited Liability Company as the free act and deed of the said Limited Liability Company serving as Managing Partner.

Given under my hand and notarial seal this 4th day of January, 1996.

My Commission Expires:



Brett A. Vizina
Notary Public