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COPY TO ASSESSOR  
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STATE OF WYOMING )  
                          ) ss:  
COUNTY OF LARAMIE )

LARAMIE COUNTY CLERK  
CHEYENNE, WY.

T. F. S., L.L.C.  
a Wyoming limited liability company

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To

THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS

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 to-wit:

PARCEL A:

Lots 1, 2, 3, 4, 5, & 6, Block 2, and Lots 1, 2, 3, and 4, Block 3, Winchester Hills, Fifth Filing, a portion of the NE 1/2, Section 31, Township 31 North, Range 66 West of the 6th P.M., Laramie County, Wyoming.

PARCEL B:

Lots 1, 3, 4, 5, 6, 7, 8 and 9, Block 1, Winchester Hills, Fifth Filing, a portion of the NE 1/2, Section 31, Township 31 North, Range 66 West of the 6th P.M., Laramie County, Wyoming.

(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:

A. Restrictions Applicable to Parcel A only.

1. DWELLING QUALITY AND SIZE. No dwelling shall have less than eight hundred (800) square feet above ground. Tri-level and bi-level houses shall have not less than eight hundred (800) square feet on the upper two levels with a minimum total footage of one thousand (1,000) square feet. A two-story house shall have not less than eight hundred (800) square feet on the first floor and not less than one thousand (1,000) square feet finished area. 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.

2. MINIMUM LOT SIZE AND BUILDING LOCATIONS.



(A) No residential structure shall be erected or placed on any lot having less than six thousand (6,000) square feet or has a front footage of less than forty (40) feet at the setback line.

(B) No structure shall be located closer to the front lot line than twenty (20) feet, nor closer to the rear lot line than 15 feet.

(C) No structure shall be located closer than six (6) feet from the side lot lines.

(D) 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.

(E) Not less than a single car garage, attached or detached, shall also be provided in conjunction with the construction of the residence.

3. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and not more than three animals may be kept or maintained at any time. Household pets will not be permitted to run free.

**B. Restrictions Applicable to Parcel B only.**

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 a part of the residence or garage and shall be of a modern flush type and connected to a proper septic tank system.

5. **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



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feet. No building shall be erected or permitted to remain on any lot 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.

6. SETBACKS.

(A) No structure shall be located closer to the lot lines than twenty-five (25) feet. If an owner is combining two or more lots as a homesite, the interior lot lines of said combined parcel may be disregarded and the twenty-five (25) foot set back shall be measured from the exterior lot lines of said combined parcel.

(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 tract to encroach upon another tract.

7. PETS, HORSES AND LIVESTOCK. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. No more than two (2) horses per lot may be kept, provided such horse(s) and/or livestock are accommodated with adequate stable facilities approved by the Architectural Control Committee and an adequate non-grazing feeding arrangement is demonstrated. This maximum number of horses and/or livestock per lot may be exceeded in the event of a birth of an offspring or during a special occasion, however, such circumstances of excessive use may not exceed 120 days during any one (1) year. 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 regulations and Architectural Control Committee approval. Dogs 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.

8. SEWER SYSTEM. All structures constructed on Parcel A lots shall be connected to the existing sewer system. No septic systems shall be permitted on Parcel A lots.

C. Restrictions Applicable to Both Parcel A and Parcel B.

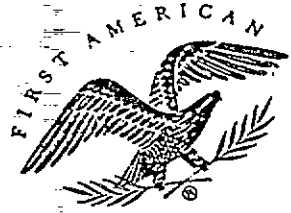


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9. **RESTRICTIVE USE.** The subject property shall be known and described as residential lots and will be restricted by covenants contained in these Declarations. It is intended that the owners of such lots will have full enjoyment of the property, 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.

10. **ARCHITECTURAL CONTROL COMMITTEE.** An Architectural Control Committee for the subject property is hereby constituted. This committee is composed of M. V. Federer and Roy S. Troyer, or their successors as provided for herein. All notices to the Committee required herein shall be sent to "Winchester Hills, Fifth Filing Architectural Control Committee, c/o Roy S. Troyer, 1124 Dunn Avenue, Cheyenne, WY 82001." The committee may designate a representative to act for it. In the event of a vacancy due to the death, termination or resignation of any member, the remaining member shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation of any kind for services performed pursuant to this covenant.

11. **PRIOR COMMITTEE APPROVAL REQUIRED.** No building shall be erected upon any lot within the subject property from and after the date of this Declaration until approval of the construction plans and specifications and a site plan showing the location of the structure(s) has been granted by the Architectural Control Committee. Application for approval is to be made by written notice of intent to construct which shall include the construction plans and specifications and a site plan which must be delivered to the Architectural Control Committee at the above address. The Committee or its representative shall issue a Receipt of such notice and plans noting the day and time of such delivery. The Committee shall consider each such application as to quality of workmanship and materials described, conformance with this Declaration and harmony of the exterior colors, exterior construction materials and exterior design with existing structures and location with respect to topography and finish grade elevations. The Committee shall advise the applicant in writing of its approval or disapproval within 30 days of receipt of the application. In the event that the Committee disapproves any submitted application, it shall inform the applicant, in writing, of the specific basis for disapproval and the manner in which the applicant may amend such application and/or plans to secure approval.



In the event the Committee or its designated representative fails to approve or disapprove any such application and plans so submitted within 30 days after receipt by the Committee or if a suit to enjoin any non-approved construction is not initiated within sixty (60) days following the completion of the pouring of footers and/or other permanent and visible construction elements, Committee approval will not be required and this particular related covenant shall be deemed to have been fully complied with.

In the event that any construction is commenced upon any lot within the Subject property without having first secured Committee approval, the Committee or any owner of a lot within the Subject property may institute an action to enjoin such construction until Committee approval has been granted. The prevailing party in any such injunction action shall be entitled to recover its or their attorney's fees and costs of such action.

The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this provision, or any provision in this Declaration. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant, and any approval or permission granted by the Committee shall not in any way be construed to mean acceptance of any submission to any private or governmental agency.

12. 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 subject to the approval of the Architectural Control Committee. 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 or concrete block 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. No structure shall be moved from any location outside the subject property onto any tract of the subject property without the specific, prior written approval of the Architectural Control Committee.



No commercial business activity other than a home occupation use in conformance with Paragraph 11 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.

13. 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 be approved by the Architectural Control Committee. 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.





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(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.

14. FURTHER SUBDIVISION RESTRICTION. No lot of the subject property may be subdivided into smaller lots. Each lot in the final plat is numbered and there shall be no additional lots created by any method of subdivision or use.

15. TEMPORARY BUILDINGS. No structure of a temporary character, trailer, modular, basement, tent, shack or barracks, shall be used on the subject property as a family dwelling, either temporarily or permanently. 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 structures whenever the same have been on the premises an unreasonable length of time. No mobile home shall be converted to a permanent dwelling on the subject property.

16. CONSTRUCTION REQUIREMENTS. The exterior surface materials and roofing of any and all dwellings constructed on the subject property after the date of this Declaration shall be subject to approval by the Architectural Control Committee. Roofing material on all primary residential structures must be wood shingles or approved asphalt composition shingles or as otherwise may be approved in writing by the Committee. Roofing material on any barns and/or out-building(s) may be metal or rolled roofing of a weight of not less than ninety pounds (90 lbs.). All dwelling 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.

17. 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 five (5) 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.

18. HUNTING. No game hunting of any kind shall not be permitted within the boundaries of the subdivision.

19. 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 mulched or graveled 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.

20. FENCES. Fencing of any lot along a lot line adjacent to a public roadway shall be of a material which will not detract from the harmony of the external design of the structures upon such lot. A plan for any and all boundary fencing to be constructed subsequent to the time of the filing of these covenants shall be submitted to the Committee for approval pursuant to Paragraph 11 above. Although split rail and western rail fencing is preferable, other types of fencing may be acceptable, however barbed wire or woven wire and steel "T-posts" shall not be permitted.

21. 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



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equipment shall be habitually parked along any of the public roadways adjacent to on the subject property. Owners of camp trailers, horse trailers, boats and boat trailers and trucks larger than general use pickups shall attempt to park such vehicles away from the general view of adjacent landowners and away from the roadway side of any house.

22. 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.

23. 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.

24. 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.

25. WATER SUPPLY. No individual water supply system, by well or otherwise, shall be permitted on any lot. All residences shall be connected to the existing water system serving the subdivision.

26. 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.

27. SPECIFIC RESERVATIONS, RESTRICTIONS AND LIMITATIONS FOR CONSTRUCTION, PLANNING, DEVELOPMENT AND USE:



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

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

28. 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.

29. 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 lots 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.

30. ENFORCEMENT. This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the Grantor, its successors and assigns, or by any legal or equitable owner of a lot 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 responsible for the reasonable attorney's fees required of the Committee or owner in the proceedings either to enjoin violation or for the recovery of the damages. 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. The Architectural Control Committee is in no way responsible for enforcement of the restrictions in this Declaration.

31. 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.

Dated this 25 day of JUNE, 1997.

TFS, L.L.C., a Wyoming limited  
liability company, GRANTOR

By:

Roy S. Trayer  
Managing Member

