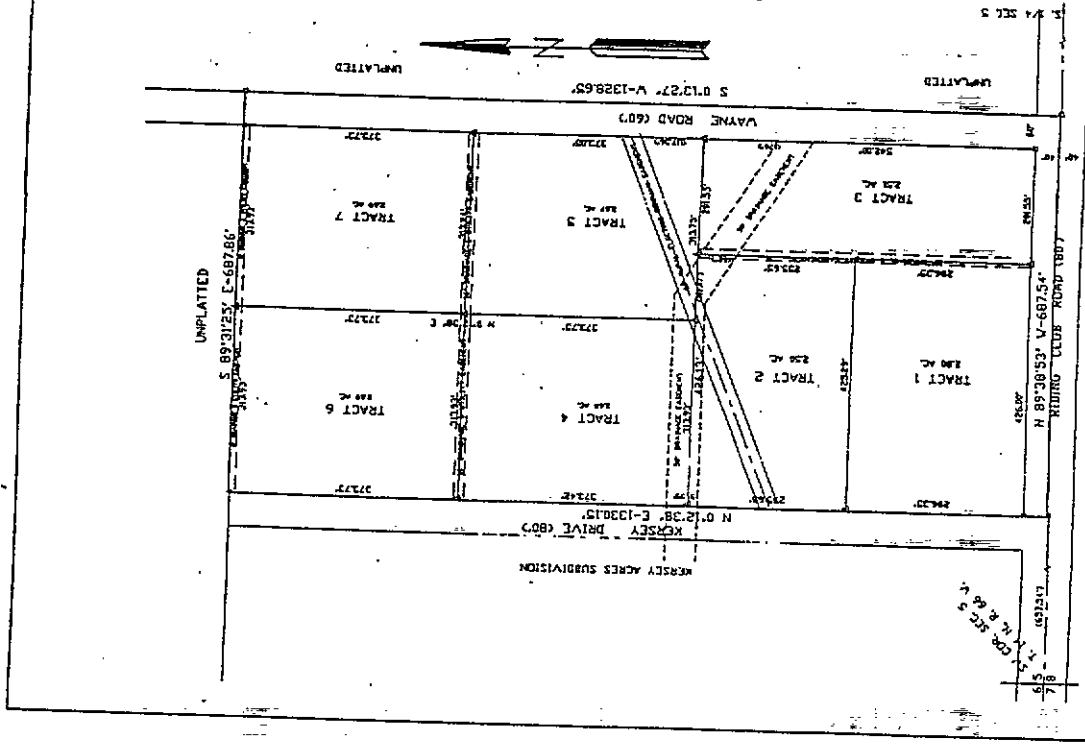




First American Title™

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

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



COURTY COUNTY 2ND FILING

- LEGEND**
- EDWARD POINTS
  - REBAR & CAP
  - IRON PIPE
  - BASIS OF BEARING-ORIGINAL PLAT OF WINDGATE ACRES
- SET POINTS**
- A REBAR & SURVEY CAP

Dr. Hopkins & Associates  
200 North Main  
Cheyenne, Wyoming  
82001-1753

**RESOLUTION**

WHEREAS THE COUNTY CLERK OF WINDGATE COUNTY, WYOMING, HAS DETERMINED THAT SECTION 14 OF WINDGATE ACRES, A REPLAT SITUATED IN THE SW 1/4 OF SECTION 14, T. 14 N., R. 6 E., 1893, IS NOT SUFFICIENTLY DEFINITE AND IS IN VIOLATION OF THE PROVISIONS OF LAND IN ACCORDANCE WITH THE PROVISIONS OF WYOMING STATUTE 34-12-14, AND WHEREAS PROPER NOTIFICATION HAS BEEN GIVEN TO ALL LANDOWNERS OF LOTS OF SAID REPLAT OF WINDGATE ACRES IN ACCORDANCE WITH WYOMING STATUTE 34-12-14 AND WHEREAS, LARAMEE COUNTY ACTING THROUGH ITS BOARD OF COUNTY COMMISSIONERS HAS REQUESTED TO REAR ALL CORNERS OF THE REPLAT OF THAT POSITION OF SAID SUBDIVISION THAT LIES WITHIN THE COUNTY, AND WHEREAS IT IS DETERMINED THAT THE COUNTY OF LARAMEE DOES ON THIS DATE AGREE TO BE MADE IN THE BEST INTERESTS OF THE RESIDENTS OF LARAMEE COUNTY.

COUNTY COMMISSIONERS  
*[Signature]*  
 COUNTY CLERK  
 ATTEST: *[Signature]* November 2, 1993

**CERTIFICATE OF COUNTY CLERK**

I, JAMES C. WHITEHEAD, COUNTY CLERK OF WINDGATE COUNTY, WYOMING, DO HEREBY DECLARE THAT THIS REPLAT WAS EXECUTED AT MY ORDER, BY REASON OF THE FAILURE OF THE SURVEYOR'S APPLICANT TO VOLUNTARILY DO'S BY SECTION 3-16-111 OF THE WYOMING STATUTES. I FURTHER STATE THAT THE PRINCIPAL PURPOSE AND OBJECT OF THIS REPLAT IS TO SUFFICIENTLY DEFINE ACCURATE THE SAID REPLAT AND TO DESCRIBE THE INTERESTS THEREIN AS RECORDED AT THE OFFICE OF THE LARAMEE COUNTY REGISTER OF DEEDS.

WITNESSES MY HANDS, I HAVE HEREUNTO SET MY HAND DAY OF *[Date]* 1993.  
*[Signature]*  
 COUNTY CLERK

**ACKNOWLEDGEMENT**

STATE OF WYOMING  
 COUNTY OF LARAMEE

THE FOREGOING CERTIFICATE OF COUNTY CLERK WAS AS MADE BY JAMES C. WHITEHEAD ON THIS *[Date]* 1993.

*[Signature]*  
 Notary Public  
 WYOMING

**APPROVALS**

APPROVED BY THE COUNTY COMMISSIONERS OF LARAMEE COUNTY ON THIS *[Date]* DAY OF *[Month]*, 1993.

*[Signature]*  
 COUNTY CLERK

**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING  
 COUNTY OF LARAMEE

I, Donald R. Hopkins, a Professional Engineer and Land Surveyor registered in the State of Wyoming, hereby certify that this plat was prepared from notes of a survey made under my direction and completed on or about the 28th day of October, 1993, and that said survey is accurately represented on this plat as stated in the field.



*[Signature]*  
 SURVEYING REGISTERED PROFESSIONAL ENGINEER

**FILE RECORD**  
 WINDGATE AC  
 A REPLAT OF  
 SITUATED IN  
 SEC  
 T. 14 N. R. 6 E.  
 LARAMEE CO. WY.

RECORDED APR 17 1962 AT 4:15 O'LOCK P.M.

BOOK 727

RECEPTION NO. 976352 LESTER R. GOPP, Recorder

117

C. O. SCHLYTERN and AMELIA SCHLYTERN, husband and wife

for and in consideration of... Ten Dollars and other good and valuable consideration... DeKorx in hand paid, convey... and warrant... to... ZORA D. WINGETT,



the following described real estate, situated in the County of... Laramie... State of Wyoming,

to-wit: East Half of the Southwest Quarter of the Southwest Quarter (E-1/2SW-1/4SW-1/4) of Section Five (5), Township Fourteen (14) North, Range Sixty-six (66) West of the 6th P.M., Laramie County, Wyoming, subject to the following restrictions: No lot, block, premises or portion of said tract shall be used as a gravel pit or for the source of obtaining gravel, and no pits or unsightly holes shall be permitted to remain therein. No cattle, sheep or hogs shall be raised, bred or kept on any portion of said tract for the purposes of producing meat or stock in commercial quantities. No noxious or offensive activities shall be carried on upon any portion of said tract, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. No structure of a temporary nature, such as trailers, basements, tents, shacks, garages, barns or other outbuildings shall be used on any portion of said tract at any time as a residence either temporarily or permanently. Not more than one dwelling may be constructed on less than one-fourth of any five acres of said tract. All housing constructed on said tract or tracts shall be new and no basement shall be lived in until the house above it is built and boxed in. No dwelling shall have less than 1000 sq. ft. of floor space on first floor exclusive of garages and porches. All dwellings shall have complete bathrooms and shall be modern. The dwelling presently occupied on the premises by the grantee is specifically excluded from the restrictions of this paragraph. No junk yard, dump yard or business of an objectionable nature shall be maintained on any portion of said tract. Enforcement shall be by proceedings at 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 the said grantors hereby covenant with the said grantee that they are

lawfully seized of said premises; that they are free from encumbrances, and they do warrant the title thereto against the lawful claims of all persons whomsoever, except taxes subsequent to year 1961.

Grantors reserve a forty (40) foot strip on the south side of said tract which has been approved by the County Commissioners of Laramie County, Wyoming, as a public road and also reserve for the use of the public if and when required or needed, a strip of land thirty (30) feet wide along the north, east and west sides of said above-described tract for road purposes. Grantors also reserve 1/2 of all oil, gas or other minerals in, on, under or upon said above-described premises, with the right of ingress and egress to prospect for, mine and remove the same.

Hereby releasing and waiving any and all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated this, the 11th day of April, A. D. 1962

Signed, Sealed and Delivered in Presence of



Amelia Schlytern [SEAL]
C. O. Schlytern [SEAL]

THE STATE OF IDAHO }  
COUNTY OF CANYON } ss.

On this 11th day of April, 1962, before me personally appeared C. O. SCHLYTERN and AMELIA SCHLYTERN, husband and wife,

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

My commission (term) expires on the 20th day of September, 1965  
Given under my hand and notarial seal, this 11th day of April, 1962

Jerry Habscott  
Notary Public



to 976352

ARRANTY DEED

*[Handwritten signature]*  
-10-

*[Handwritten signature]*  
} ss.

Instrument was filed for record at  
o'clock P.M., on the 17

April  
and duly recorded in  
727 on Page 17-118

*[Handwritten signature]*  
Clerk and Ex-Officio Register of Deeds

Deputy

Fees, \$

Ernest E. Co., Cheyenne, Wyo.

22973

*Joseph Williams*  
*7 Hyde Alley*  
*City*



WINDGATE ACRES

To: The Public:

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that Windgate Acres, a subdivision of the East one-half, Southwest Quarter, Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 5, Township 14, North, Range 66 W., of the 6th P.M., Laramie County, Wyoming, are now owned and held subject to all of the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, and Zora D. Wingett, being the owner of all of the above described land, and does hereby covenant and agree:

1. That all tracts of the said subdivision shall be known and described as residential tracts and will be restricted by the covenants contained herein. It is intended that these residential tracts shall be used and occupied as small ranchettes and that the owners will have full enjoyment of these ranchettes, subject, however, to the covenants contained herein.

2. An Architectural Control Committee for Windgate Acres is hereby constituted. This Committee is composed of Zora D. Wingett and W. Thomas Wingett. Either member of the Committee may designate a representative to act in his stead. In the event of the death or resignation of either member, the remaining member shall have full authority to designate a successor.

3. No building of whatsoever nature shall be erected, placed or altered on any residential tract until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans, specifications and plot plan have been submitted, or in the event 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.

4. No structure other than one private single family dwelling together with a private garage and suitable barn or shed for horses <sup>and/or</sup> ~~or~~ a tool and equipment storage shed for use in connection with said single family dwelling shall be erected, placed or permitted to remain on any of said tracts, with

the exception of Tract 1, Windgate Acres and the Architectural Control Committee hereby reserves the right and privilege for the present resident of Windgate Acres, Zora D. Wingett, to incorporate a basement apartment in any residence which may be built on said Tract 1, said apartment to be reserved for the use of household employees of the said Zora D. Wingett. In the event the said Zora D. Wingett does not cause a residence to be constructed on said Tract 1, then this exception shall not be in effect and any residence constructed upon this tract shall be in conformity with the covenants as they apply to all other tracts in this subdivision. It is hereby understood that any residence constructed on Tract 1 which incorporates an apartment will revert to a one family dwelling upon sale, that a purchaser shall not lease or rent such apartment.

5. No structure of a temporary character, trailer, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any tract as a family dwelling, either temporarily or permanently with the exception of the present structure on Tract 3 which presently serves as a dwelling. However, this covenant shall not restrict a building contractor from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of erecting and selling dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever in their sole discretion the same have been on the premises an unreasonable length of time.

6. The principal dwelling shall have a minimum of fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1,100 square feet, except that where the said principal dwelling is a  $1\frac{1}{2}$  or 2 story dwelling the minimum may be reduced to 1000 square feet ground floor area, providing that the total living area of the  $1\frac{1}{2}$  or 2 story floors is not less than 1,500 square feet, it being understood that these minimum requirements are exclusive of basement areas. All dwellings shall be constructed according to FHA approval building requirements prevailing on the date the building is constructed, it being 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.

7. No building shall be located on any tract nearer than fifty (50)



feet of any lot line, except for structures existing at the time these covenants are executed. No building shall be located on Tracts 1, 2 or 3 any less than 60 feet from the lot line which abuts Riding Club Road, or more specifically, the south lot line of said tracts.

8. No business nor activity of a noxious nature may be conducted upon any tract in this subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood.

9. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the State of Wyoming Department of Public Health. No septic tank or field system shall be nearer than fifty (50) feet of any building plot line except with the consent of the appropriate health officials of the County and State, 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 modern flush type and connect with a proper septic tank system.

10. No tract shall be used or maintained as a dumping ground for rubbish or junk, specifically junked cars, unlicensed cars, appliances, et cetera. Trash, garbage and other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

11. No sign of any kind shall be displayed to the public view on any tract except one sign of not more than five square feet advertising the property for sale or rent.

12. No animals, livestock or poultry except those being raised for 4-H or FFA projects shall be raised, bred or kept on any tract, except that horses, dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. In any event, no swine of any nature may be kept, bred or maintained on the premises. Horses shall be limited to no more than one per family member, all stalls and corrals shall be maintained in such a manner that they are not hazardous to the health of the inhabitants of the neighborhood or offensive in any way, no large accumulation of manure shall be permitted. No stables, corrals or other structure for the housing or feeding of horses shall be permitted on any parcel of land unless and until the parcel is

entirely fenced sufficiently to keep the animals within the confines of the tract. No stables, corrals or any structure for the housing or feeding of horses or other livestock shall be located or placed closer than fifty (50) feet to any adjoining lot line. Stables, barns, horse sheds and corrals shall be of finished construction compatible with the architectural design of the primary residence. No more than two dogs per family will be permitted and they must be under the control of the owner at all times, they will not be permitted to run free. All dogs must be restrained from barking and becoming an annoyance to other residents of the neighborhood, their runs must be kept in a sanitary condition so as not to become either offensive or a health hazard.

13. No refining, quarrying or mining operations of any kind shall be permitted upon or in any tract, nor shall tanks, tunnels, mineral excavations or shafts be permitted upon or in any tract.

14. Easements and rights of way as shown on the recorded plat are hereby reserved in this subdivision for poles, wires, pipes and conduits for heating, lighting, electricity, gas, telephones, sewer, water and any other public or quasi public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction, repair and maintenance.

15. 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the tracts has been recorded agreeing to change said covenants in whole or in part.

16. Enforcement shall be any proceeding at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violations or to recover damages, or both.

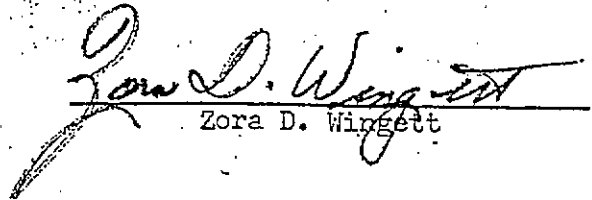
17. Invalidity of any of these restrictions by judgment or Court order shall in no way affect any of the other provisions which shall remain





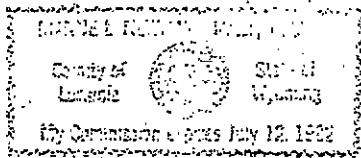
in full force and effect.

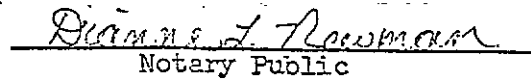
Dated at Cheyenne, Wyoming this 21st day of April, 1982.

  
Zora D. Wingett

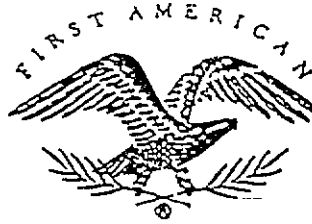
State of Wyoming )  
Laramie County ) ss.

The foregoing instrument was acknowledged before me by Zora D. Wingett of Cheyenne, Wyoming, this 21st day of April, 1982.



  
Notary Public





COPY TO ASSESSOR  
LARAMIE COUNTY  
CHEYENNE, WY.

DECLARATION OF PROTECTIVE COVENANTS  
FOR  
WINDGATE ACRES  
2nd Filing

DEC 7 PM 12 34

131657

This Declaration of Protective Covenants is made this 6 day of December, 1993, by Bruce G. Enever hereinafter referred to as "the Declarant."

ARTICLE I  
RECITALS

Section 1: The declarant is the owner, as tenant by the entirety, of all lands in Windgate Acres, 2nd Filing located in Laramie County, State of Wyoming, as the same is more particularly described to-wit:

Windgate Acres, a subdivision of the East 1/2, Southwest 1/4, Southwest 1/4, Section 5, Township 14 North, Range 66 West of the 6th P.M., Laramie County, Wyoming,

hereinafter referred to as "the Property."

Section 2: Except as may be hereinafter provided, said Property is hereby made subject to the following covenants, conditions, restrictions and reservations all of which shall be deemed to run with the Property and each and every portion thereof to ensure proper use and appropriate development and improvement of the Property.

ARTICLE II  
DEFINITIONS

Section 1: "Committee" shall mean and refer to the Architectural Control committee as established pursuant to Article IV of this Declaration.

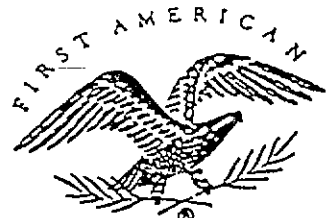
Section 2: "Owner" shall mean and refer to the record owner, whether one (1) or more persons, of fee simple title to any Tract (or in the event of a contract for deed transaction involving any Tract, the Purchaser thereunder), but excluding those having such interest solely as security for the performance of any obligation, in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof.

ARTICLE III  
USES AND RESTRICTIONS

Section 1: Principle Use: the tracts within the Property shall be principally used as residential homesites for the full enjoyment of the Owner thereof subject to the covenants contained herein.

Section 2: Nuisances. No noxious or offensive activities shall be conducted on any Tract nor shall anything be done thereon which may be or may become a nuisance to the Owner of any other Tract within the Property. For purposes of this section, a "nuisance" shall be construed according to case law precedent existing in the State of Wyoming and include, generally, that activity which arises from unreasonable, unwarranted or unlawful use by a person of his own property, thereby working obstruction or injury to the health, safety, welfare, or right of another.

1/13/94 6:14 AM  
Laramie County  
Recorder's Office  
Cheyenne, WY 82002



Section 3: Commercial Enterprise. No trade, business, manufacturing, sales or commercial activity of any nature shall be permitted upon said premises.

Section 4: Dumping/Trash. No Tract shall be used or maintained as a dumping ground for rubbish or junk, specifically junked cars, unlicensed cars, appliances, et cetera. Trash, garbage or other waste shall be kept only in sanitary containers. No incinerators or other equipment for the storage or disposal of such material shall be kept or used on any Tract.

Section 5: Excavation. No refining, quarrying or mining operations of any kind shall be permitted upon or in any Tract, nor shall tanks, tunnels, mineral excavations or shafts be permitted upon any lot.

Section 6: Vehicles. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the Tracts or on the road in front of a residence or on the front driveway or anywhere within the subdivision 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 the 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.

Section 7: Buildings/Subdivision. Except as otherwise provided in Section II, Article V, herein, no structure other than one private single family dwelling together with a private garage and appropriate outbuildings as may be approved by the Committee shall be erected, placed or permitted to remain on any of the Tracts. All construction shall be new and no structure shall be moved from any location outside this subdivision onto any site in said subdivision without the prior written consent of the Committee. It is the intent of the Declarant that all dwellings within this subdivision be custom built and that no tract housing occur within the said subdivision. Accordingly, no proposed dwelling shall be substantially similar to a dwelling already existing or under construction in the subdivision.

Section 8: Temporary Structures. No structure of a temporary character, trailer, modular, basement, tent shack, barracks, garage, barn or other out building shall be used on any Tract as a family dwelling, either temporary or permanently. However, this covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erection 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 any Tract.

Section 9: Signs. Except for signs advertising the initial offering of Windgate Acres, no sign of any kind shall be displayed to the public view on any Tract except one sign of not more than five square feet advertising the property for sale or rent, or except signs of no more than 32 square feet used by a builder to advertise the property during the construction period. Upon completion of construction a large sign shall be removed immediately, but, may be replaced with a five square foot sign advertising the property for sale or rent. In all cases a sign shall be removed immediately upon the sale or disposition of the property.



ARTICLE IV  
ARCHITECTURAL CONTROL

Section 1: Architectural Control Committee. An Architectural Control Committee for WINDGATE ACRES is hereby constituted. The Committee shall consist of three (3) members. The initial members of the Committee shall be Bruce G. Enever, C. Robert Enever, and Debbie A. Edmonds. A majority of the Committee may designate a representative to act for it which representative may or may not be a member of the Committee. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to any compensation of any kind for services performed pursuant to this covenant. Any member of the Committee may resign upon ten (10) days written notice to the other members of the Committee. In the event of a vacancy due to the death termination, or resignation of any member, the remaining members shall have full authority to designate a successor.

The Committee shall have such powers, privileges and immunities as are set forth in this Declaration of Protective Covenants. The affirmative vote of a majority of the members of the Committee shall constitute the action of the Committee on any matters before it. The approval or consent of the Committee on matters properly coming before it shall not be unreasonably withheld, actions shall not be taken arbitrarily or capriciously and decisions shall be conclusive and binding on all interested persons.

Section 2: Submission to Committee. No homes or major improvements on any tract in WINDGATE ACRES shall be constructed or be maintained and no substantial alteration or renovation of the exterior of any homes or improvements situated on a Tract shall be performed without complying with the submission requirements as hereinafter provided.

Section 3: Submission Requirements. Submission requirements shall be as follows:

A. For initial construction of a home or improvement, the Owner shall submit a:

1. Architectural plans for the proposed home or improvement which shall include outline specifications describing external colors materials.
2. A site plan of the Tract showing the location of all proposed structures.
3. Any other information as may be required by the Committee in order to ensure compliance with the requirements contained herein.

B. for any alterations or renovations to the exterior of existing homes or improvements the Owner shall submit a description of the proposed change together with plans, specifications, elevations or such other documentation as requested by the Committee.

Section 4: Submission Procedures. In determining whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgement to ensure that all homes and improvements (or substantial alterations or renovations of the exterior thereto) within WINDGATE ACRES conform to and harmonize with the requirements and restrictions of this Declaration. Approval shall be based upon, among other things, compliance with the terms provided in Article V entitled "Design and Construction Standards" and the location of the improvements on each tract. If the Committee deems such submission to be adequate, the committee may approve the submission and, within ten (10) business days, issue an acceptance.



If the Committee deems the initial submission to be inadequate, then the Committee may require a second submission. The committee shall, if requested, make reasonable efforts to assist and advise the applicant in achieving an acceptable submittal. If the Committee deems that the applicant has corrected all deficiencies and objections raised at the first submission to the satisfaction of the Committee, and if the submittal is judged to be in keeping with the requirements and purposes of these Covenants, then the Committee may approve the submission and, within ten (10) business days, issue a written acceptance.

If the committee ascertains and agrees that the second submittal is inadequate or not otherwise in keeping with the requirements and purposes of these Covenants, then it may deny approval of the submission with a written statement of the grounds upon which such action was based. Said statement shall be delivered to the applicant within ten (10) business days after the meeting at which such final submittal is considered by the Committee.

**Section 5: Approval.** 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.

**Section 6: Liability of Committee.** 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 Article, or any Article herein.

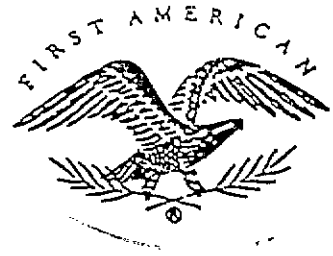
## ARTICLE V DESIGN AND CONSTRUCTION STANDARDS

**Section 1: General.** These design and construction standards are intended to impose a code of uniformity upon the development of the WINDGATE ACRES to promote high standards of design, construction and aesthetics within the Property. Variances to these design standards may be appropriate in specific cases. However, rather than attempting to anticipate the special cases in which variances should be granted, Owners should recognize that detailed refinement of these standards are a function of the review process. All dwellings shall be constructed according to FHA approval building requirements prevailing on the date the home is constructed.

**Section 2: Building Size.** The principal dwelling should have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1,600 square feet; except that where the said principal dwelling is a one and one-half or two story dwelling, the minimum ground floor area may be reduced providing the total living area of the one and one-half or two story floors is not less than 2,000 square feet, it being understood that these minimum standards are exclusive of basement area.

**Section 3: Building Site Plan/Minimum Setbacks.** A site plan showing the location of all proposed structures must be approved by the Committee as hereinabove provided. The minimum setbacks shall be required: No building shall be located on any lot nearer than fifty (50) feet from any lot line. This covenant shall not prohibit a building from being built within fifty (50) feet of a Tract line of an adjacent tract if said adjacent Tract is also owned by the same person who is combining two or more Tracts as a homesite.

**Section 4: Building Exteriors.** Unless otherwise approved by the Committee, a dwelling must have no less than 20% of its exterior walls constructed of suitable brick or natural stone. In any event, the remainder of the exterior wall materials of all dwellings or improvements must first be approved by the Committee. Generally, no vinyl or aluminum siding shall be permissible unless otherwise approved by the Committee. Accent panels of stucco may be utilized on building exteriors if approved by the Committee.



With respect to roofing materials, the use of cedar, shake, woodruff, tile shingles, or premium grade design line asphalt shingles weighing 240 or more per square (such as "Presidential," "Oakridge," and/or "Timberline," asphalt shingles) is preferred. No "three-tab" shingles of any nature shall be permissible. In all cases, exterior colors and exterior construction materials of all homes and improvements must first be approved, in writing, by the Committee as hereinabove provided.

Once begun, any home or improvement or alteration thereto approved by the Committee shall be diligently prosecuted to completion. All homes and other improvements on any Tract shall be substantially completed within one (1) year after commencement of construction unless a longer period is established by the Committee at the time of the approval of the construction plans.

**Section 5: Landscaping.** The Owner of each Tract shall be responsible for the installation of a minimum amount of landscaping upon his/her Tract. It is the desire of the Declarant that landscaping shall be installed by the Owner to enhance the Tract and homesite, provide microclimate control, establish acceptable relationships between other Tracts and to control drainage and erosion. In order to achieve a harmonious and integrated appearance and for the purpose of complying with landscaping requirements herein the following minimum standards will apply to all Tracts:

A. Areas not occupied by structures and roads shall be kept planted with the native ground cover or other grass of Owner's choice. Trees, shrubs, or other landscaping elements such as rocks, wood chips, bark and mulched or graveled materials are also acceptable to the Committee.

B. Every Owner shall plant no less than seven (7) trees of any variety which have the following minimum height requirements around his/her home within four (4) years after his/her home is constructed: Any tree of the evergreen specie, generally, shall be no less than three (3) feet tall when planted, and any leaf tree, generally, 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 three feet and six feet in height, respectively, in addition to the required seven (7) trees with minimum height requirements. No unsightly shelter for trees such as used tires shall be permitted. No tree native to WINDGATE ACRES shall be killed, sold or moved, except trees may be moved to make room for a structure approved by the Committee. Every reasonable attempt shall be made to ensure the survival of both native trees and newly planted trees.

**Section 6: Utility Connections.** All electrical and telephone connections and installation of wires to homes and improvements shall remain underground within the Property from the nearest available source. Utility poles currently in service are excepted.

**Section 7: Tract Approaches and Protection of Native Turf.** In order to protect the native grass cover, at the commencement of any construction upon any Tract, Owners shall install an approach off of the adjacent road and onto said Tract upon which all vehicular traffic shall enter and exit said Tract. The approach must be built to county standards for Laramie County, Wyoming. In order to protect the native turf covering the Property, any vehicular traffic across the native turf of any Tract shall be kept to a bare minimum. Owners shall direct all vehicular traffic, for construction purposes or otherwise, to use one road leading to the homesite, and in the case where a road has not yet been completed as hereinafter provided, Owner shall direct that any vehicular traffic be limited to a single path designated by Owner.

**Section 8: Private Drives.** All homes constructed shall be accessed off of the adjacent roadway by a private drive, the construction of which shall, at the sole expense of Owner, occur simultaneously with the construction of the home and, in any event, which must be complete within sixty (60) days following completion of the home.



Section 9: Fences. 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 Article IV hereinabove. Although split rail and western rail fencing is preferable, other types of fencing shall be acceptable, except in any case, any and all boundary fencing to be constructed subsequent to the time of the filing of these covenants shall not include barb wire, sheep wire, or steel "T-posts."

Section 10: Maintenance of Homes and Improvements. All Owners shall maintain, or provide for the maintenance, of homes and improvements upon their Tract.

Section 11: Variances. The Committee may grant variances from the requirements of these Protective Covenants due to extraordinary or exceptional situations or conditions, provided that such relief does not impair the intent or purpose of these Covenants, and the Committee may waive any provision of these Covenants if necessary to effectuate the objectives of these Covenants, which waiver shall extend to all Lots within the Property.

#### ARTICLE VI ANIMALS

Section 1: Horses and/or Farm Animals. No more than two (2) horses may be kept for recreational purposes for each such Tract Owned. Where an Owner elects to have horses, adequate stable facilities and adequate non-grazing feeding arrangements must be demonstrated and approved by the Architectural Control Committee. Operation of commercial riding stables and commercial boarding stables shall not be allowed. Stables and corrals shall be maintained in compliance with all lawful sanitary regulations.

No other farm animals - such as cows, sheep, chickens, swine, and the like - shall be permitted except that this covenant will not prohibit 4-H, FFA, or similar non-commercial projects limited in scope subject to written approval of the Architectural Control Committee.

Section 2: Other Pets. Commonly accepted domestic pets may be kept on all Tracts (1 through 7) provided they are not maintained or kept for commercial purposes.

#### ARTICLE VII GENERAL PROVISIONS

Section 1: Remedies. These covenants, conditions and restrictions may be enforced 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. Such judicial proceeding may be prosecuted by the Committee or Owner. 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 a further or continued violation, whether said violation shall be of the same or of a different provision within these covenants.

Section 2: Duration and Amendment. The covenants and restrictions of this Declaration shall run with and the bind the Property for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated at the end of any such period by written vote of two-thirds (2/3) or more of the then record Owners. An Owner shall be entitled to one (1) vote for each Tract owned.



This Declaration may be amended in whole or in part during the first twenty (20) year period by a written instrument executed by two-thirds (2/3) or more of the then record Owners. An Owner shall be entitled to one (1) vote for each Tract owned. Any termination or amendment to this Declaration must be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.

Section 3: Benefits and Burdens. The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarant, the Owners of all Tracts located within the Property and their respective heirs, successors, personal representatives and assigns.

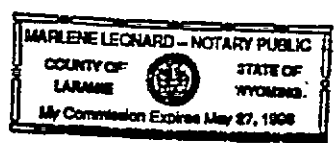
IN WITNESS WHEREOF, this Declaration of Protective Covenants for WINDGATE ACRES has been executed this 7<sup>th</sup> day of December, 1993

B. G. E.  
Bruce G. Enever, Declarant

STATE OF WYOMING )  
  ) > ss.  
COUNTY OF LARAMIE )

The fore going was acknowledged before me by Bruce G. Enever, this 7<sup>th</sup> day of December, 1993.

Witness my hand and official seal



Marlene Leonard  
Notary Public

My commission expires: 5-27-96