for and in consideration of Ten Dollars and other good and valuable consideration, do convey
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 (E1/2SW1/4SW1/4)
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 building, 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 or 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, etc., sheds, 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 whatsoever, 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 and 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.
THE STATE OF

IDAHO

COUNTY OF

CANYON

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

...to me known as 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 day of September, 1965.

Given under my hand and notarial seal this 11th day of April, 1962.

Jerry Hobbs
Notary Public
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 (SE SW 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 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 1½ or 2 story dwelling the minimum may be reduced to 1,000 square feet ground floor area, providing that the total living area of the 1½ 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, etc. 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. Basements 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. Invalidation 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. Hingett

State of Wyoming ss.
Laramie County ss.

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

Dennis L. Roseman
Notary Public