

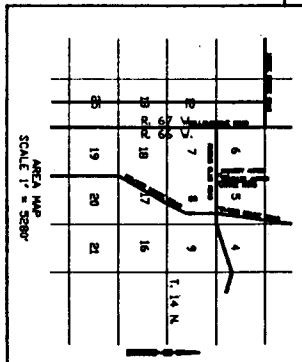


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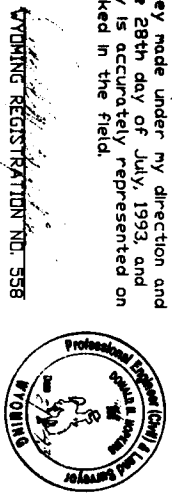
SURVEY DONE FOR: LSE 1767
 BRUCE ENEVER
 P.L.D. BOX 2008
 CHEYENNE, WYOMING 82003
 (307) 772-6105



LEGEND
 FOUND POINTS
 ○ REBAR & CAP ▲ REBAR & SURVEY CAP
 ○ IRON PIPE
 BASIS OF BEARING- ORIGINAL PLAT OF WINGATE ACRES

CERTIFICATE OF SURVEYOR

STATE OF WYOMING
 COUNTY OF LARAMIE
 I, Donald M. Hopkins, a Professional Engineer and Land Surveyor, registered in the State of Wyoming, hereby certify that this plat was made from notes of a survey made under my direction and completed on the 28th day of July, 1993, and that said survey is accurately represented on this plat as staked in the field.



AFFIDAVIT

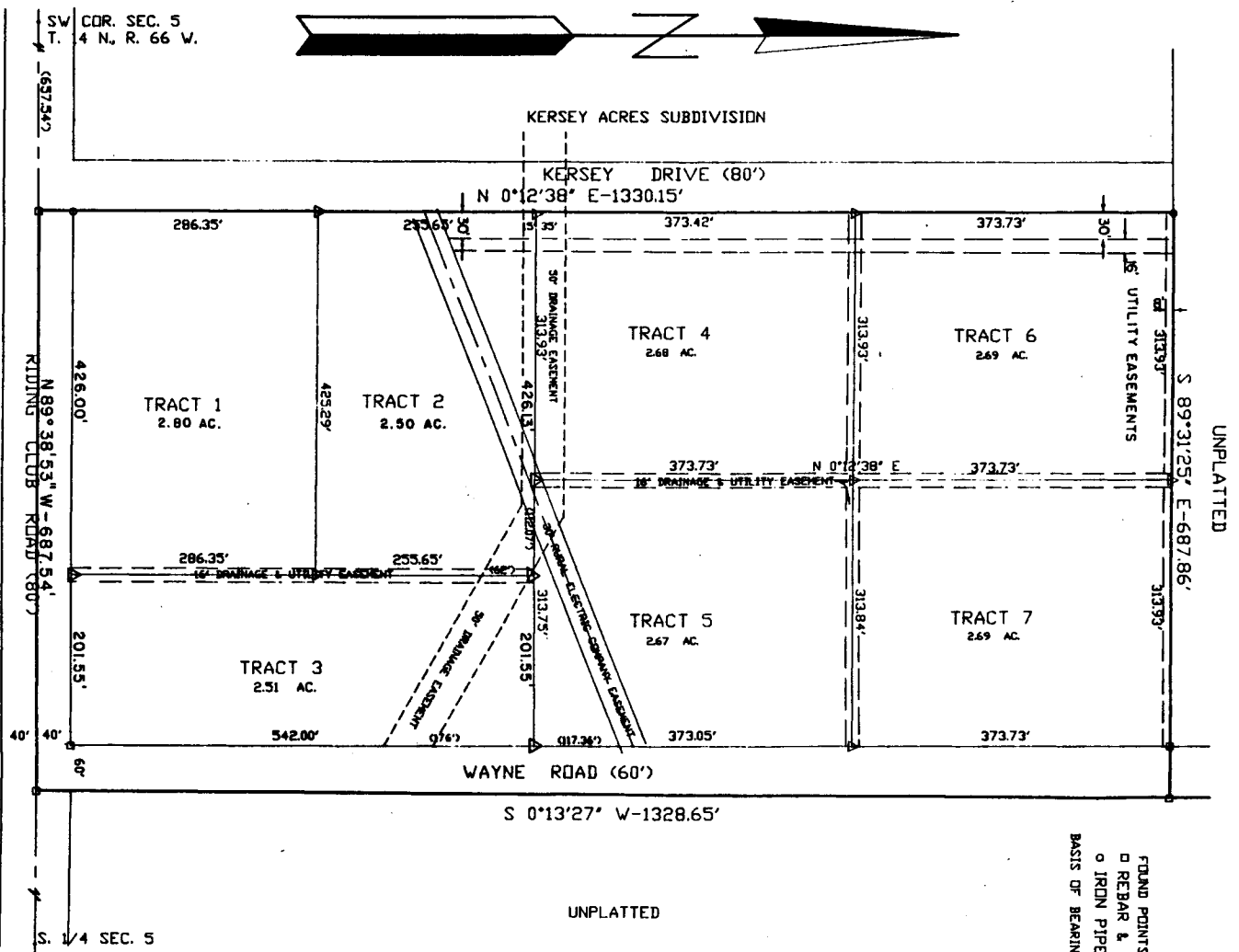
I, Bruce Enever, owner in fee simple of all of Windgate Acres, do hereby agree to remove the 30 foot road easements along the west and north sides of Windgate Acres, and do further agree to vacate the existing lot lines of the original plat and establish new lot lines as shown on this re-survey. The easement for the Rural Electric Company and the 50' drainage easement will remain the same as shown on the original plat. The 15' utility easements shown on the original plat have also been vacated and re-located as shown on this re-survey.

Bruce Enever
 BRUCE ENEVER

**STATE OF WYOMING
 COUNTY OF LARAMIE**

This Affidavit was acknowledged before me by Bruce Enever, who affirms that he is the owner of all of Windgate Acres, and that this affidavit is his own free act and in accordance with his desires. Dated this 2nd day of August, 1993.

Michael David Nagel
 Notary Public
 My Commission Expires: May 14, 1995



COWBOY COUNTRY 2ND FILING

dm hopkins & associates
 3313 Birch place
 Cheyenne, Wyoming
 632-4763 82001

RECORD SURVEY
 A RESUBDIVISION OF WINDGATE ACRES
 SITUATED IN THE SW 1/4
 SECTION 5
 T. 14 N., R. 66 W., 6TH P.M.
 LARAMIE COUNTY, WYOMING

FILING RECORD
 The Survey was filed for record in the County of Laramie, Wyoming, on the 27th day of July, 1993, and duly recorded in the Public Records of said County, Wyoming, in Book 112, Page 413.
 Notary Public
 Michael David Nagel
 My Commission Expires: May 14, 1995

SCALE 1" = 100'
 JULY 27, 1993

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

BOOK **727**

RECEPTION NO. 976352
E. LESTER R. GOPP, Recorder

117

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

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

....., grantee.....
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 obtain-
ing 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.

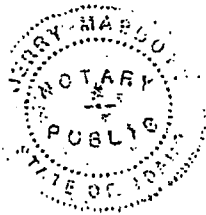
THE STATE OF IDAHO }
COUNTY OF CANYON } ss.

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 Mabbott
Notary Public



to 976352

WRANTY DEED

[Handwritten signature]

--TO--

W. J. ... } ss.

instrument was filed for record at 1:00 P.M., on the 17th

April, 1962, and duly recorded in 727 on Page 117-118

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

Deputy

Fees, \$

Finance Pl. Co., CHESTER, W.V. 22973

Joseph Williams
77 Hyde Bldg
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 it's 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 ^{and/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.

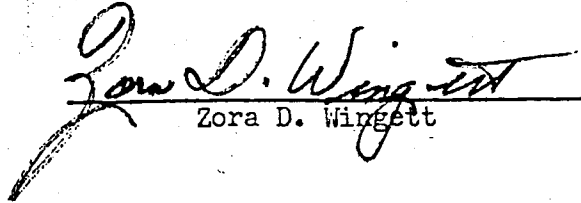
15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless 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. Invalidation of any of these restrictions by judgment or Court order shall in no way affect any of the other provisions which shall remain

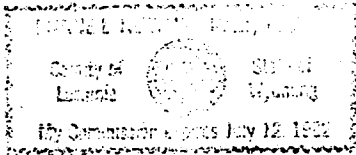
in full force and effect.

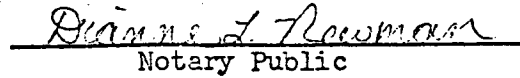
Dated at Cheyenne, Wyoming this 21st day of April, 1982.


Zora D. 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