DECLARATION OF PROTECTIVE COVENANTS ON CERTAIN LANES, ETC.

DESCRIPT. TO WITNESS WHEREOF THE DATED 14th DAY OF NOVEMBER 1965.

THIS INDENTURE, made this 10th day of November 1965, by and between the undersigned owners of land described herein, for the mutual benefit and protection, do hereby impose on said lands by instrument of conveyance the following protective covenants and restrictions on the use and occupancy thereof, such covenants to be considered and construed as inseparably connected with and to said property, and as covenants running with the lands herein described, binding upon the undersigned and their successors in interest, heirs, personal representatives, grantee and assigns.

The undersigned do hereby covenant that they, or any of them, will not at any time hereafter, convey or otherwise dispose of any land included in the property herein described, except upon and subject to such restrictions and conditions as are herein mentioned.

Said covenants thus imposed on the lands hereinafter described by the undersigned owners thereof are as follows:

A. No noxious or offensive trade or activity, including wrecking yards, shall be established on any of the lands herein described, nor shall anything be done thereon which may be, or become, an annoyance or nuisance in the judgment of the parties hereto, their heirs and successors.

B. No trailer, basement, tent, shack, garage, barn or other outbuildings shall at any time be used as a residence, temporarily or permanently, save such as shall be temporarily or seasonally used or occupied by employees. No unsightly structures or those which may constitute a nuisance shall be erected or maintained. No trailer courts or tourist camps shall be allowed.

C. None of the lands described herein shall be used in any manner for storage, deposit or dumping of municipal, public or private waste materials, trash, garbage, refuse, junk, scrap iron, used cars, concrete, steel, wire, plaster, lumber, rock, dirt, debris, or any other property of like nature.

D. These covenants are to run with the land and shall be binding on all the parties hereto and all persons claiming under them, until January 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten years. They may be changed in whole or in part at any time by a vote of the majority of the then owners of the property. Any conveyance hereafter made shall be subject to the covenants herein set forth, whether set forth in the deed or omitted therefrom.
S. It the parties hereto, or any of them, or their heirs, grantee, assignee or successors in interest, shall violate, or attempt to violate any of the covenants hereinafter, it shall be lawful for any other person or persons owning any of the property herein described to prosecute any proceedings at law or in equity against said persons violating, or attempting to violate, any such covenant and either prevent him or them from so doing or recover damages for such violation.

The lands in Township 14N – R. 66W, on which these covenants are hereby imposed, and the owners thereof, are as follows:

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<tr>
<th>Owner</th>
<th>Description of the land</th>
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<td>5½ Sec. 14 Town. 14 R. 66 W.</td>
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Subscribed and sworn to before me, a Notary Public, this 7th day of March, 1965.

[Signature]

Notary Public
A RESOLUTION TO APPROVE A SUBDIVISION PERMIT AND PLAT FOR WOODS LANDING ESTATES, LOCATED IN THE SE ¼ OF SECTION 14, T. 14 N, R. 66 W., OF THE 6TH P.M., LARAMIE COUNTY, WY.

WHEREAS, Wyoming State Statutes §18-5-201 to 18-5-208; §18-5-301 to 18-5-315 authorize Laramie County, in promoting the public health, safety, morals and general welfare of the county, to regulate the use of land through zoning in unincorporated Laramie County; and

WHEREAS, the Laramie County Board of Commissioners adopted the Laramie County Land Use Regulations; and

WHEREAS, the proposed subdivision is in accordance with section 2-1-101 (a-d) of the Laramie County Land Use Regulations; and

WHEREAS, the proposed plat is in accordance with section 2-1-101 (e) of the Laramie County Land Use Regulations; and

WHEREAS, the proposed subdivision is in compliance with section 4-2-100 of the Laramie County Land Use Regulations; and

WHEREAS, this resolution is the subdivision permit for Woods Landing Estates.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF LARAMIE COUNTY, WYOMING, as follows:

The Laramie County Board of Commissioners finds that:

a. This application is in conformance with section 2-1-101 (a-d) of the Laramie County Land Use Regulations.

b. This application is in conformance with section 2-1-101 (e) of the Laramie County Land Use Regulations.

c. This application is in compliance with section 4-2-100 of the Laramie County Land Use Regulations, as the Zone Change application was heard and approved on July 5, 2016.

and that the Board approves the Subdivision Permit and Plat for Woods Landing Estates with the following conditions:

1. The developer shall install a 30,000gal cistern in the easement indicated on the plat by June 1, 2017. The developer shall be allowed to apply for and receive, in accord with Laramie County regulations and policies, up to (20) twenty, building permits for lots within the subdivision prior to June 1, 2017, upon condition that the developer execute a Letter of Credit, payable to Laramie County and acceptable to Laramie County (as determined by consultation between Laramie County Atty.'s office, the Laramie County Treasurer and the Laramie County Dir. of Public Works), in an amount to be determined by the Laramie County Director of Public Works. Said amount to be set so as to allow the County, or its designee, in the event the developer...
fails to install the aforementioned cistern by June 1, 2017, to install said cistern with no additional cost to the County. Said letter of credit shall be drafted to be valid and executable, at a minimum, until June 30, 2017.

PRESENTED, READ AND ADOPTED THIS 3rd DAY OF JANUARY, 2017.

LARAMIE COUNTY BOARD OF COMMISSIONERS

[Signature]
Chairman

[Stamp] Laramie County Clerk

Reviewed and approved as to form:

[Signature]
Mark T. Voss, Laramie County Attorney
STATE OF WYOMING  

COUNTY OF LARAMIE  

DALE M. WOODS LIVING TRUST & HOMECEPTIONAL PROPERTIES, LLC

To

THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS

FOR

WOODS LANDING ESTATES SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that the DALE M. WOODS LIVING TRUST and HOMECEPTIONAL PROPERTIES, LLC, being the owners in fee simple of the majority of the real property in the subdivision known as WOODS LANDING ESTATES SUBDIVISION, does hereby covenant, agree and make the following Declaration of Protective Covenants:

ARTICLE I: INTENT AND SCOPE OF COVENANT

Section 1: Intent. This Declaration of Protective Covenants is intended to facilitate and regulate the construction and placement of appropriate improvements within the subdivision, as well as the proper use of the property, for the purpose of preserving and enhancing the value, desirability, and attractiveness of the WOODS LANDING ESTATES SUBDIVISION.

Section 2: Scope. This Declaration of Protective Covenants applies to Tracts 1, 2, 3 AND 6 through 30, WOODS LANDING ESTATES Subdivision, a subdivision situated in a portion of the SE1/4 of Section 14, Township 14 North, Range 66 West of the 6th P.M., Laramie County, Wyoming.

ARTICLE II: DEFINITION OF FREQUENTLY USED TERMS

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

Section 2: "Declarants" shall mean and refer to the members of Woods Landing Estates Subdivision executing this Declaration of Protective Covenants.

Section 3: "Owner" shall mean and refer to the record owner(s), whether one 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(s) 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.

Section 4: "Subdivision" shall mean all of the real property within Woods Landing Estates Subdivision, subject to this Declaration of Protective Covenants (as described above in Article I, Section 2).
Section 5: "Association Expenses" shall mean all costs, fees and charges incurred by the Association in carrying out its powers, duties, obligations and authority, including but not limited to the following:

(a) Any cost of collecting any dues, to the extent the Association fails to obtain reimbursement from the Owner therefor;

(b) Any cost of prosecuting or defending any civil action relating to the Road Maintenance Association contained in this Declaration, relating to a breach of covenant or the enforcement thereof, or relating to the indemnification of the directors and officers of the Road Maintenance Association therefor, including but not limited to reasonable attorneys' fees and court costs.

(c) Any cost associated with the approximately 1.5 miles of roadways either gravel or paved, within the subdivision as indicated on the final plat for Woods Landing Estates and includes a bus/mailbox turnout, borrow ditches and recorded right of ways, for the maintenance and improvement which includes mowing and snow removal.

Section 6: “Developer” shall mean the successors and/or assigns of the DALE M WOODS LIVING TRUST.

Section 7: “Developer Control Period” shall mean the period commencing from the date hereof and ending on the date that the last tract has transferred from Developer to another owner in the entire subdivision known as Woods Landing Estates. During the Developer Control Period, the Developer reserves the right to amend this Declaration as more fully set forth in Article VII, Section 3 hereof.

ARTICLE III: USES AND RESTRICTIONS

Section 1: Principal Use: It is intended that the Tracts within the Subdivision shall be used and occupied as rural "ranchette" residential homesites for the full enjoyment of the Owner thereof subject to the covenants contained herein.

Section 2: Nuisances. No noxious or offensive activities constituting a nuisance shall be permitted on any Tract within the Subdivision. For purposes of this section, a "nuisance" shall be construed in light of case law precedent for the State of Wyoming.

Section 3: Commercial Enterprise. No commercial business activity other than a home occupation use in conformance with Section 4 below may be conducted upon any Tract within the Subdivision.

Section 4: Home Occupations. Home occupations are permitted, however, nothing in this section shall be construed to relieve any person from compliance with any and all City and/or County zoning regulations applicable to home occupations. The Owner shall be responsible to determine which regulations govern Owner's intended and actual home occupation use and shall be responsible for complying with those regulations.
In addition to, and notwithstanding anything in the City and/or County zoning regulations to the contrary, all home occupation uses within the Subdivision shall be in compliance with the following restrictions:

1) Any other home occupation which is determined as noxious, offensive, or annoying by the written vote of no less than seventy-five percent (75%) of the then record Owners of the Tracts within the Subdivision.

Section 5: Dumping/Trash. No Tract shall be used or maintained as a dumping or storage ground for rubbish, scrap, debris, or junk including, but not limited to, junked cars, appliances, building materials, etc. Trash, garbage, or other waste shall be kept only in sanitary containers which are emptied on a regular basis. No outdoor burning of trash or any other rubbish is permitted. A Tract Owner bears the responsibility to insure at all times that no trash, debris, or material of any kind be allowed to blow off of the Tract.

Section 6: Excavation. No refining, quarrying or mining operations of any kind shall be permitted upon and/or in any Tract. Nor shall underground fuel tanks, excavated tunnels, mineral excavations or shafts be permitted upon and/or in any Tract.

Section 7: Vehicles. No vehicles, trailers, or any vehicular equipment shall be parked along any of the public roadways which serve the Subdivision. It is encouraged that R.V.'s, fifth wheels, camp trailers, horse trailers, boats, boat trailers, and the like, be parked in garages and/or approved outbuildings, however, the outdoor parking of no more than two (2) of said types of vehicles shall be permissible provided said vehicles are situated away from the general view of adjacent landowners and away from the roadway side of any house. Unlicensed, unused, stripped down, partially wrecked, immobile or inoperative vehicles must be parked within a garage or outbuilding. Truck-tractors and/or semi-trailers and/or commercial two axle vehicles which are twenty-eight (28) feet in length or greater are not permitted to park anywhere within the Subdivision, unless kept inside a fully enclosed structure.

Section 8: Mobile Homes and Relocated Homes Prohibited. All home construction shall be new, on site, construction and no mobile homes and/or modular homes shall be permitted. Pre-existing "stick-built" homes proposed to be relocated from other locations are also not permitted.

Section 9: Outdoor recreational activities. Activities such as shooting/discharging firearms and fireworks, operating all-terrain vehicles (ATV's), motorcycles, snowmobiles or other off-road vehicles shall be allowed if conducted in a safe manner and restricted to staying inside the property lines of the tract owner operating or participating in these activities. Under no circumstances shall these activities cross property lines from one tract to another.
ARTICLE IV: ARCHITECTURAL CONTROL

Section 1: Architectural Control Committee. An Architectural Control Committee for the Subdivision is hereby constituted. The initial Committee shall consist of the undersigned individuals executing this Declaration of Protective Covenants in their capacities as officers of the member corporations. All notices to the Committee required herein shall be sent to:

Architectural Control Committee – WOODS LANDING ESTATES

c/o Marc Woods
7805 Yarina Way
Cheyenne, WY 82009

All committee actions or decisions shall be by majority vote. 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. In the event of a vacancy due to the death, termination, or resignation of any member, the remaining member(s) shall have full authority to designate a successor in which case notice of the successor’s identity shall be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.

The approval or consent of the Committee or its representative on matters properly coming before it shall be conclusive and binding on all interested persons. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any governmental official, commission, or agency. During the construction phase, or at any other applicable time, Owner shall be solely responsible for obtaining any and all permits, insurance, applications, or other written instruments required by any private, public, or governmental agency.

Section 2: Submission To Committee. No home, outbuilding, or barn shall be constructed or erected on any Tract within the Subdivision until the submission requirements in the following Section have been complied with and the Committee has approved the submission data.

Section 3: Submission Requirements. Prior to the initial construction of a home, outbuilding, or barn, the Owner must submit the following data to the Committee:

a. A plan for the proposed home, outbuilding, fence or barn which shall include the following information: square footage, floor plan, drawings of exterior elevations of the structure, and specifications describing external colors and materials including the roofing material.

b. A site plan of the Tract showing the location of all proposed structures, well, and septic system.

c. Any other information as may be required by the Committee in order to ensure compliance with the requirements contained herein.
Section 4: Approval Standards And Procedures. The Committee shall consider the submission data in light of the requirements, restrictions, intent, and spirit of this Declaration of Protective Covenants. Approval shall be based upon, among other things; compliance with the terms provided for in Article V entitled “Standards Relating To Improvements,” reasonable aesthetic appeal (including colors, material, and designs); the proposed location of the home or outbuilding in relation to the topography, the roads, and the adjacent Tracts; and conformity and all provisions in this Declaration of Protective Covenants.

The Committee shall inform the applicant of its decision within twenty (20) days of the submission of all the required data. In the event the Committee disapproves of any submitted plans the Committee shall, if requested, make reasonable efforts to assist and advise the applicant in achieving an acceptable submittal. The denial of any submission shall be accompanied with a written statement of the basis for the denial.

The Committee or its representative shall not be liable for any claims, charges, or damages of any nature whatsoever by reason of any approval or disapproval by the Committee or its representative with respect to any submission made pursuant to this Article.

Section 5: Renovations. No substantial alteration or renovation of the exterior of any home or outbuilding situated on a Tract shall be performed without receiving Committee approval of the same after complying with Article IV, Section 3, hereinabove.

Section 6: Commencement And Completion Of Approved Construction. Once plans for construction have been approved by the Committee, it is expected that construction shall commence within six (6) months from the date of approval. If construction has not commenced within six (6) months from the date of approval, said approval shall be deemed expired and the submission and approval process will have to be re-initiated. Once construction begins, any home or improvement or alteration thereto approved by the Committee shall be diligently pursued 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.

ARTICLE V: ROADS

Section 1: Roads. As indicated on the plat of the Subdivision, the interior Roads within the Subdivision shall be publicly dedicated rights-of-way for the use of the general public, governments of the United States of America, the State of Wyoming, Laramie County, the City of Cheyenne and their respective divisions and departments and for the use by the Tract Owners of the Subdivision and their families, guests and invites. NOTWITHSTANDING SUCH PUBLIC DEDICATION OF THE ROADS, THE MAINTENANCE AND IMPROVEMENTS OF THE ROADS, INCLUDING SNOW REMOVAL, IS NOT A PUBLIC RESPONSIBILITY, BUT SHALL BE BORNE BY THE ASSOCIATION AS SET FORTH HEREIN.

Section 2: Initial Construction and Maintenance. All Roads shall initially be constructed, maintained and improved as needed or deemed necessary by Developer as gravel and paved roadways sufficient for vehicular traffic, with maintenance to include, without limitation, grading, blading, scraping, ditching, snow removal, sealing, striping, re-paving and re-graveling, as necessary, in the sole discretion of the Developer, as further set forth in Article VII.
Section 3: Continued Maintenance. All Roads shall be maintained by the Association pursuant to this Declaration. All Tract Owners, as described in Article 1, Section 2 are required to be members of Association and all Tracts described in Article 1, Section 2 are encumbered by this Declaration. The Association shall assess all Tracts equally for the costs of insurance, maintenance and improvement of the Roads and shall have the power to impose and enforce liens against Tracts for such unpaid assessments. In addition, the Association shall procure and maintain such policies for insurance as it deems necessary to insure the maintenance and improvement activities of the Association for the Roads within the Subdivision.

1) Tracts 1-3 which are accessed solely from Storey Blvd. are to be assessed at the same rate as all other tracts until such a point in time as Storey Blvd. is improved, built and maintained by Laramie County at which point tracts 1-3 will no longer be assessed an association fee.

Section 4: Regulation. The Declarant, Developer or Association shall have no obligation, responsibility and/or duty to police, enforce, control or take any other action pertaining to and/or concerning the use of the Roads nor shall the Association have any obligation to control or restrict such use other than to install and maintain such traffic regulations signs that may be required by governmental authorities. The Association shall only be required to maintain and improve the Roads in a reasonable manner as provided herein and at the sole discretion of the Association.

**ARTICLE VI: STANDARDS RELATING TO IMPROVEMENTS**

Section 1: General. The following standards create a minimum code of uniformity for the construction of homes and/or outbuildings within the Subdivision.

Section 2: Minimum Square Footage. The principal dwelling on any Tract must have a minimum fully enclosed ground floor area devoted to living purposes of no less than sixteen hundred (1,600) square feet: except if said dwelling has multiple levels, the minimum living area of the first floor area may be reduced, provided that the total living area of the multiple levels is not less than one thousand nine hundred (1,900) square feet. Said minimum square footage standards are exclusive of basements, walk-out basements, porches, terraces, and attached garages.

Section 3: Additional Criteria For Home Exterior. All home construction shall be new, on-site construction and shall comply with applicable building codes, rules, requirements and regulations. Buildings shall comply with applicable zoning laws and the minimum building standards as set forth in this Declaration.

Unless otherwise approved by the Committee in writing, a home constructed on any tract must have no less than twenty percent (20%) of the exterior covered in stone, brick, other appropriate masonry and/or stucco (exterior insulated finish system) type materials. This masonry requirement is exclusive of chimneys.

Roofing materials must be approved by the Committee and may include laminated asphalt shingles with minimum twenty-five year manufacturer warranty, shake shingles, tile, or other roofing products approved by the Committee.
Section 4: Attached Garages. All dwellings on any Tract shall have no less than a three (3) car attached garage or a house plan design for attached garage space equivalent in size of a three (3) car garage.

Section 5: Location And Orientation Of Improvements/Minimum Building Setbacks/Combining Tracts. A site plan depicting the location and orientation of all proposed improvements must be submitted and approved by the Committee as provided for in Article IV hereinabove. The proposed location and orientation of improvements upon a particular Tract are important factors considered by the Committee taking into account, among other things, the topography of the particular Tract, the views, and the desire to maintain a minimum degree of symmetry, harmony, and balance among all improvements situated within the Subdivision. Inasmuch as each Tract and the intention of each Owner for construction thereon presents a unique setting, each site plan shall be evaluated and approved by the Committee on a case by case basis rather than attempting to specify detailed requirements for the location and orientation of improvements herein. As a general rule, however, the following minimum criteria shall apply subject to the case by case evaluation by the Committee during the approval process:

With respect to the location of improvements upon a Tract, the following minimum setbacks shall be required in relation to front, rear, and side property lines unless otherwise approved in writing by the Committee: The minimum setbacks for the front of all Tracts shall be no less than fifty (50) feet. The minimum setbacks for the sides of all Tracts shall be no less than twenty five (25) feet.

With the exception of fencing, in all cases the aforementioned setbacks shall pertain to any and all permanent improvements of any nature including, but not limited to, wells and septic systems.

An Owner may combine two or more Tracts as a home site subject to the following considerations: An Owner combining two or more Tracts as a home site must carefully consider the placement and location of any home dwelling, outbuildings and/or barns to be constructed upon the combined Tracts in light of the possible future separation and sale of the combined Tracts individually. In these regards, when selling individual Tracts that were previously combined, each Tract (when separated) is subject to the minimum set back requirements as set forth hereinabove. Furthermore, these covenants prohibit the erection of an outbuilding and/or barn prior to the construction of a residence (see Article VI, Section 6 and 7 hereinafter). Similarly, an Owner who has combined two or more Tracts as a home site and who has constructed a home dwelling on one of the Tracts and an outbuilding and/or barn on the other Tract, may not separate the Tracts for individual sale unless demonstrating to the satisfaction of the Committee that a residence shall also be timely constructed upon the Tract with the outbuilding and/or barn. The purpose of the preceding provision is intended to prohibit the use of an outbuilding and/or barn if the Owner does not also reside in a home dwelling upon the Tract. Notwithstanding anything hereinabove to the contrary, the interior lot lines of combined Tracts may be disregarded and the applicable setbacks shall be computed from the exterior lot lines of said combined parcel if the combined parcel is not, thereafter, separated.

Section 6: Outbuildings. No more than one (1) outbuilding (not including barns) shall be permitted on any Tract. Unless otherwise approved by the Committee in writing, the maximum size of any outbuilding shall be 4,800 square feet and the maximum height of the side-walls and/or eaves of any outbuilding shall be 16.00 feet.
The distance and location of an outbuilding in relation to the home and other improvements must be approved by the Committee, the intent being that the respective improvements must be appropriately integrated. Construction of any outbuilding shall not precede, but, may be contemporaneous with, or subsequent to, the construction of the residence. In any event, the outbuilding may be utilized until the residence is complete and occupied.

Any plan for an outbuilding must be submitted and approved by the Committee as provided for in Article IV hereinabove. The additional criteria for home exteriors (in Section 3 above) do not apply with respect to outbuildings however, it is encouraged that the outbuilding be constructed of similar exterior materials as the home, i.e. roofing, siding, masonry. Engineered prefabricated metal buildings are discouraged but shall be permitted subject to approval by the Committee.

Section 7: **Barns.** In addition to an outbuilding as provided for in the preceding section, one (1) barn/stable facility shall be permitted on any Tract. Unless otherwise approved by the Committee in writing, the maximum size of any barn/stable facility shall be 2,400 square feet and the maximum height of the side-walls and/or eaves of any barn/stable facility shall be 12.00 feet.

The distance and location of a barn/stable facility in relation to the home and other improvements must be approved by the Committee, the intent being that the respective improvements must be appropriately integrated. Construction of any barn/stable facility shall not precede, but, may be contemporaneous with, or subsequent to, the construction of the residence. In any event, no barn/stable facility may be utilized until the residence is complete and occupied.

Any plan for a barn/stable facility must be submitted and approved by the Committee as provided for in Article IV hereinabove. The additional criteria for home exteriors (in Section 3 above) do not apply with respect to barns. Engineered prefabricated metal barns shall be permitted subject to approval by the Committee.

Section 8: **Tract Approaches And Protection of Ground Cover.** An approach for vehicular traffic onto a Tract must be installed at the commencement of any construction upon said Tract in order to protect the shoulders of the road and the natural turf. Owners shall direct all vehicular traffic, for construction purposes or otherwise, to enter and exit only upon said approach and to use one path leading to and from the construction site in order to protect and preserve the native ground cover.

(a) Laramie County requires that any tract being accessed from a paved road, whether public or private, shall have either a concrete or asphalt apron extending from said road twenty feet. Owners wishing to obtain a Certificate of Occupancy from the Laramie County building department should anticipate and comply with this requirement.

Section 9: **Utility Connections.** All utility lateral and/or service extensions from the main line to the home and/or other improvements shall be underground.

Section 10: **Fences.** Privacy fencing and/or boundary fencing is allowed subject to Committee approval. 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" unless approved by the Committee. Owner must keep fencing in state of good repair and must promptly remove any accumulation of trash and/or debris against the same. Any snow and/or wind fencing shall be utilized on a seasonal basis only and shall not be erected before October 1st, and shall be removed by June 1st, of any calendar year.
Section 11: Maintenance of Homes, Improvements and Tracts. All Owners shall maintain or provide for the maintenance of homes and improvements upon their Tract. Tracts shall be kept free from noxious weeds which, in the reasonable opinion of the Committee, constitute a nuisance or are likely to spread to neighboring property.

Section 12: Similarity in Housing. A proposed dwelling which has an exterior elevation appearance substantially similar to a dwelling already existing, under construction, or previously approved for construction may not be built in close proximity (as "close proximity" is determined by the Committee) to the dwelling already existing, under construction, or previously approved for construction.

Section 13: Outside Flood/Area Lights. Unless otherwise approved by the Committee, there shall be no freestanding light poles. All night or timed lighting devices designed to automatically come on through the night are not allowed. This paragraph is not intended to otherwise prohibit other exterior lighting incidental and/or attached to homes, outbuildings and/or barns.

Section 14: Rebuilding or Restoration. If any residence or other improvement is destroyed in whole or in part by fire, windstorm or from some other cause, it must be rebuilt or all debris must be removed and the Tract restored to a sightly condition. Any such rebuilding or restoration must be commenced within three (3) months after the damage or destruction occurs and, thereafter, diligently pursued to completion within a reasonable time - not to exceed one (1) year after the date the damage occurred unless a longer period is otherwise approved by the Committee due to unusual circumstances.

ARTICLE VII: ROAD MAINTENANCE ASSOCIATION, ORGANIZATION AND BYLAWS

Section 1: Woods Landing Estates Road Maintenance Association. The ownership of any Tract subject to this Declaration shall impose and confer upon any such Owner the obligations and benefits of membership in the Association, Inc., a Wyoming non-profit corporation (the "Association"), organized by Declarant for the administration and enforcement of this Declaration.

The Association shall, without limitation, enforce this Declaration; appoint members to the Committee; own, maintain, manage and insure certain real and personal property assets in, on and appurtenant to the Roads, including fire suppression systems, mowers and other similar machinery, fencing, culverts, signs, assess its members for the costs of its management and operations, including, without limitation, insurance, other governmental assessments, and the costs of management, maintenance and improvement of the Roads; provide an organizational entity for other activities of the Tract Owners and promote the common interests of its members as the same relate to the Roads. The administration of the Association shall be in accordance with the provisions of this Declaration, the Articles of Incorporation and with the By-Laws of the Association. The assessments to be imposed upon the Tract Owners shall be determined by the Association, but shall not exceed an individual Tract Owner's proportionate share of the operational expenses of the Association including, without, limitation, the costs of maintenance and improvement of the interior Roads.

The Association shall define criteria for and assume all responsibilities and obligations of maintenance and improvement of the interior Roads, along with necessary assessments, and shall pay for the costs thereof, including premiums for insurance coverages incidental to the maintenance and improvement activities of the Association on such Roads, pay all annual fees of a nonprofit corporation to the Wyoming Secretary of State, file tax returns, assess Tract Owners
proportionately for all such costs and enforce this Declaration. All criteria shall be consistent with any standards or criteria set forth in this Declaration.

The association shall grant to any Tract Owner or each first mortgagee of any Tract the right to examine the books and records of the Association at any reasonable time.

Section 2: Membership and Voting Rights in Association. Each Tract Owner, including the Developer, shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, Ownership of any Tract which is subject to assessment and this Declaration.

Section 3: Classes of Membership. The Association shall have two classes of voting membership:

Class A

Class A Members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Tract owned. Each Member shall be entitled to one (1) vote for each Tract owned. If a Tract is owned by more than one person, all such persons shall be Members. The single vote for each Tract shall be exercised as the Owners of such Tract determine among them; in no event shall more than one (1) vote be cast with respect to any Tract, and no vote shall be registered unless the co-Owners unanimously consent thereto. If an Owner owns more than one Tract, such Owner shall be entitled to one (1) vote for each Tract owned.

Class B

The Class B Member shall be the Developer, its successors and assigns. The initial Board of Directors of the Association shall be elected by the Class B Member, and thereafter in accordance with the By-Laws of the Association. The Class B Member shall have as many votes on other matters as there are Tracts in Woods Landing Estates, regardless of ownership of the Tracts.

(a) Upon termination of the Developer Control Period; or

(b) On or before January 1, 2025

Section 4: Transfer. Except as otherwise stated herein, any of the rights, interest and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

Section 5: Suspension of Voting Rights. No Class A Member shall have any voting rights while such Class A Member shall be delinquent in the payment of any assessment established by the Association pursuant hereto.

Section 6: Bylaws. Each Owner agrees to abide by the By-Laws of the Association as the same may be amended from time to time. In the event of conflict between the provisions of the By-Laws and the provisions of this Declaration, the provisions of this Declaration shall prevail. To the extent permitted by law, violations of the By-Laws shall be in violation hereof and actions for compliance shall be enforceable in the same fashion as actions brought for compliance with this Declaration. The Board of Directors of the Association shall provide copies of the By-Laws to each Owner upon request.
Section 7: Rules and Regulations. The Association may make and adopt reasonable rules and regulations and bylaws governing operating of the Association and the use of the Tracts which shall be consistent with all provisions of this Declaration. The Association may suspend any Owner's voting rights in the Association if such Owner fails to comply with such rules and regulations, the By-Laws, payment of assessments or with any other obligations of such Owner under this Declaration or as established by the Association.

Section 8: Litigation. The Association may also take litigative action against any Owner to enforce compliance with such rules and regulations, the By-Laws or other obligations or to obtain damages for noncompliance. Such damages shall include payment of the Association's attorneys' fees in the event that the Association prevails in such an action.

Section 9: Road Overview and Fee Schedule. As indicated on the plat of the Subdivision, the interior roads within the Subdivision (herein “Roads”) shall be publicly dedicated rights-of-way for the use of the general public, the governments of the United States of America, the State of Wyoming, Laramie County, Laramie County School Districts and the City of Cheyenne and their respective divisions and departments and for the use by the Tract Owners of the Subdivision and their families, guests and invitees. NOTWITHSTANDING SUCH PUBLIC DEDICATION OF THE ROADS, THE MAINTENANCE AND IMPROVEMENT OF THE ROADS, INCLUDING SNOW REMOVAL, IS NOT A PUBLIC RESPONSIBILITY, BUT SHALL BE BORNE BY THE ROAD MAINTENANCE ASSOCIATION AS SET FORTH HEREBIN. All interior Roads shall initially be constructed, maintained and improved as paved roadways sufficient for vehicular traffic, with maintenance to include, without limitation, grading, scraping, ditching, and snow removal, as necessary, in the sole discretion of the Association. All Roads shall be maintained by the Association pursuant to this Amended Declaration. All Tract Owners are required to be members of such Association and all tracts are encumbered by this Amended Declaration. The Association shall assess all Tracts equally for costs of insurance, maintenance, and improvement of the Roads and shall have the power to impose and enforce liens against tracts for unpaid assessments. In addition, the Association shall procure and maintain such policies of insurance as it deems necessary to insure the maintenance and improvement activities of the Association on the Roads within the Subdivision. The monthly assessment to be imposed upon Tract Owners for maintenance, insurance, and improvements of the Roads shall be an amount determined annually by the BOD and voted on by the majority of tract owners attending the annual meeting or by proxy. The monthly assessment shall be an initial amount of Twenty Five Dollars ($25.00) per month per Tract. Owners unable to attend the annual meeting may vote by proxy prior to the meeting. Payment of monthly assessments may be in such increments (semi-annually or annually) as the BOD may, from time to time, determine appropriate. The BOD may determine the amount of a special assessment to be imposed upon Tract Owners to pay for any emergency repairs, extraordinary costs, and/or any major improvements to the Roads. The special assessment shall be voted on by the majority of tract owners attending the annual or special meeting. The obligation to pay regular and special assessments runs with the Tract and binds all future Owners of each Tract regardless of when such Owner acquired such Tract. ANY DELINQUENT BALANCE DUE SHALL SURVIVE THE CONVEYANCE OR FORECLOSURE OF THE TRACT AND SHALL BECOME AN ENFORCEABLE OBLIGATION OF THE PERSON(S) TAKING TITLE TO SUCH TRACT. In the event that any Tract Owner shall fail to pay his,
her, or its annual or special assessment within 90 days from the date it is due, said assessment may be collectible in an action brought before a court of competent jurisdiction and any judgment awarded in any such action shall become a lien upon the subject Tract. In addition, a ten percent (10%) late fee will be assessed annually. In any such action brought by the Association or BOD to collect unpaid assessments, the Association shall be entitled to recover all costs incurred by it in such collection action including, without limitation, reasonable attorney’s fees and costs. The Association or BOD shall have no obligation, responsibility and/or duty to police, enforce, control, or take any other action pertaining to and/or concerning the use of the Roads nor shall the Association or BOD have any obligation to control or restrict such use other than to install and maintain such traffic regulation signs that may be required by governmental authorities. The Association and BOD shall only be required to maintain and improve the Roads in a reasonable manner as provided for herein.

Section 10: Intent. The powers and authority of the Woods Landing Road Maintenance Association is not intended to extend beyond the roadways of the subdivision. The Association is solely formed to be responsible for the maintenance of the roads, ditches, signs, mailboxes and any common area to be used by all Tract owners. A Homeowners Association is not intended nor is it required for Woods Landing Estates subdivision. Covenants are to be enforced by the owners if deemed necessary by such.

ARTICLE VIII: LANDSCAPING

Section 1: Landscaping. In order to enhance each Tract and home site and to promote a harmonious and integrated appearance among all Tracts, the following minimum landscaping standards shall apply:

A. Trees. Within two (2) years after the completion of construction of the primary residence, an Owner shall plant and maintain no less than ten (10) trees of any variety which have the following minimum height requirements: Any coniferous tree shall be no less than four (4) feet tall when planted and any deciduous tree shall be no less than eight (8) feet tall when planted. Nothing herein shall be construed to prohibit an Owner from planting any number of trees less than the minimum height requirements in addition to the required ten (10) trees which meet the minimum height requirements. No unsightly shelter or wind protection for trees such as used tires or as otherwise determined by the Committee shall be permitted. Snow and wind protection for immature trees is allowed from October 1 through June 1 of each year and shall be removed and stored, out of the public eye for the growing season. Any dead trees shall be removed from the premises.

B. Turf/Yards. Soil immediately surrounding a home site which has been disturbed during the construction phase, shall be reseeded with a native turf mix or other grass of Owner’s choice within one (1) year after the completion of construction of the primary residence. Trees, shrubs, or other landscaping elements such as rocks, wood chips, bark and mulched or graveled materials are also acceptable. The seeding and/or sodding of a grass yard (for purposes of a groomed lawn), particularly in front of the main elevation of a home, is encouraged although not specifically required. The use of drought resistant and/or low maintenance grass is encouraged. If an Owner chooses to seed and/or sod a yard which necessitates sprinkler irrigation, the maximum size of
any yard under irrigation shall not exceed 48,000 square feet. Drip irrigation systems for trees and/or shrubbery are permitted without restriction.

ARTICLE IX: ANIMALS

Section 1: Domestic Pets. Commonly accepted domestic pets may be kept on all Tracts provided they are not maintained or kept for commercial purposes. All such domestic pets will be under the control of the Owner at all times and will not be allowed to run free off an Owner’s Tract. No animal of any kind shall be permitted which in the opinion of the Committee makes an unreasonable amount of noise or odor or which is a nuisance.

Section 2: Horses Or Llamas. Horses and/or llamas shall be permitted on all Tracts within the Subdivision subject to the following conditions and requirements:

No more than a total of two (2) horses and/or llamas, collectively, may be kept for recreational purposes on each Tract. The maximum number of horses and/or llamas per Tract may not be exceeded by one (1) horse and/or llama only in the event of the birth of an offspring, however, this exception shall expire after one hundred and eighty (180) days. In any case where an Owner elects to have horses and/or llamas upon the Tracts permitted, adequate barn/stable facilities and adequate non-grazing feeding arrangements must first be demonstrated and approved by the Committee. Under no circumstances shall extreme and/or severe grazing be permitted. The boarding of horses and/or llamas not belonging to the Owner of the Tract is strictly prohibited. The operation of commercial riding stables and/or arenas is prohibited. Approved barns/stables which necessitate the tilling of the soil for the arena bed must be approved by the Committee and shall be evaluated in terms of the size of the proposed area to be tilled and the location of the particular Tract.

Section 3: Other Farm Animals. As a general proposition, other farm animals - such as cows, sheep, swine, geese, roosters and the like - shall not be permitted on a permanent basis. This covenant is not intended to prohibit 4-H, FFA, or other similar non-commercial projects, limited in scope and duration subject to written approval of the Architectural Control Committee.

Section 4: Other Animals. Other animals - such as hen chickens, not referred to in Sections 1, 2, or 3 of this Article may be allowed, on a case by case basis, subject to Committee approval.

ARTICLE X: EASEMENTS

Section 1: Utility Easements. Utility easements as shown on the recorded plat for WOODS LANDING ESTATES SUBDIVISION are granted within the Subdivision for wires, electricity lines, gas lines, telephone lines, or 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 and repair.

Section 2: Roadway Easements. "Future Public Road/Access Easements: as shown on the recorded plat for WOODS LANDING ESTATES SUBDIVISION are granted within the Subdivision. Said easements as depicted on the recorded plat for WOODS LANDING ESTATES SUBDIVISION are eighty (80) feet wide and centered on side Tract lines - forty (40) feet on each side of the Tract line. Said easement may be used in the future to extend the existing county road into the adjacent property.

RECP #: 704737
RECORDED 3/28/2017 AT 3:18 PM BK# 2538 PG# 828
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 13 OF 17
ARTICLE XI: GENERAL PROVISIONS

Section 1: Enforcement and Remedies. These covenants, conditions and restrictions may be enforced by any legal or equitable Owner(s), or by the Committee, or the Declarants and their successors and assigns, by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant(s). 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 these Covenants shall be responsible for the reasonable attorney’s fees incurred by the Owner(s), Committee, or Declarants in the proceedings either to enjoin a violation or for the recovery of the damages. The failure to enforce or cause the abatement of any violation of 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 these Covenants.

Although it is a right, it is not the obligation nor the responsibility of the Committee or Declarants to prosecute violations of these Covenants on behalf of any Owner(s). Under no circumstances shall an Owner bring any claim, demand, or action against the Committee or Declarants relating in any way to a violation of the Covenants by another owner.

Section 2: Duration and Amendment. The covenants and restrictions of this Declaration of Protective Covenants shall run with and bind the Subdivision for a term of twenty (20) years from the date this Declaration of Protective Covenants 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.

This Declaration of Protective Covenants 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.

Any termination or amendment to this Declaration of Protective Covenants must also be approved in writing by the Declarants (or their successors) in order to be valid. Any termination or amendment which has been approved by the Declarants must be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.

Whenever a vote of the Owners is required in this Declaration of Protective Covenants, and Owner shall be entitled to one (1) vote for each Tract owned. Two or more persons owning a Tract (e.g., joint ownership by a husband and wife, etc.) shall collectively be entitled to one (1) vote per Tract.

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 Declarants and the Owners of the Tracts located within the Subdivision and their respective heirs, successors, personal representatives and assigns.

Section 4: Severability. Invalidation of any one of the provisions or restrictions in this Declaration of Protective Covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.
Section 5: **Variance**. Variances to any of the covenants contained herein may be granted by the Committee as appropriate in special cases and circumstances, at the sole discretion of the Committee, on a limited case by case basis. Any and all variances must be approved in writing by the Committee.

Section 6: **Development Of Adjacent Property**. WOODS LANDING ESTATES SUBDIVISION is situated adjacent to property to the SOUTH which may be rezoned, subdivided, and developed in the future. No expectations are given to Owners that said privately owned property to the SOUTH shall remain in its open and vacant state. Owners of Tracts within WOODS LANDING ESTATES SUBDIVISION acknowledge the right of owner(s) of said adjacent land to rezone, subdivide, and develop the same.

Section 7: **No Liability**. Neither Declarants, the Architectural Control Committee, WOODS LANDING ESTATES SUBDIVISION, or any successors or assigns of the aforementioned shall be liable for damages or otherwise liable to anyone or to any Owner by reason of mistake in judgment, negligence, nonfeasance or for any act or omission whatsoever arising out of or in any way related to any of the covenants or provisions in this "Declaration Of Protective Covenants" in its entirety including, but not limited to, the approval, disapproval, or failure to approve any plans, specification or variance.
IN WITNESS WHEREOF, this Declaration of Protective Covenants has been executed this _______ day of ________, 2017.

WOODS LANDING ESTATES SUBDIVISION, Grantors

By: Dale M. Woods as Successor Trustee

STATE OF WYOMING       ss.

COUNTY OF LARAMIE        ________

The foregoing "Declaration of Protective Covenants for WOODS LANDING ESTATES SUBDIVISION" was acknowledged before me by ________ in their capacities as officers for the respective corporate members of WOODS LANDING ESTATES SUBDIVISION, this ________ day of ________, 2017.

Witness my hand and official seal,

__________________________
Notary Public

My Commission expires:

__________________________
By: Shon Dermody, Homeotional Properties, LLC

STATE OF WYOMING       ss.

COUNTY OF LARAMIE        ________

The foregoing "Declaration of Protective Covenants for WOODS LANDING ESTATES SUBDIVISION" was acknowledged before me by ________ in their capacities as officers for the respective corporate members of WOODS LANDING ESTATES SUBDIVISION, this ________ day of ________, 2017.

Witness my hand and official seal,

__________________________
Notary Public

My Commission expires:

3/17/18
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Yolo

On March 21, 2017 before me, Martha L. Gutierrez, Notary Public

Date:

personally appeared Dave M Woods

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose signature(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Martha L. Gutierrez

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: ____________________________

Document Date: ____________________________

Signer(s) Other Than Named Above: ____________________________

Number of Pages: ____________________________

Capacity(ies) Claimed by Signer(s)

Signer's Name: ____________________________

□ Corporate Officer — Title(s): ____________________________

□ Partner — □ Limited □ General

□ Individual □ Attorney in Fact

□ Trustee □ Guardian or Conservator

□ Other: ____________________________

Signer Is Representing: ____________________________

Signer's Name: ____________________________

□ Corporate Officer — Title(s): ____________________________

□ Partner — □ Limited □ General

□ Individual □ Attorney in Fact

□ Trustee □ Guardian or Conservator

□ Other: ____________________________

Signer Is Representing: ____________________________

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RECORD # 704737
RECORDED 3/28/2017 AT 3:18 PM BK # 2538 PG # 932
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 17 OF 17
A RESOLUTION TO APPROVE A CHANGE IN ZONE DISTRICT FROM A2 (AGRICULTURAL) TO AR (AGRICULTURAL RESIDENTIAL) FOR THE SE ¼ OF SECTION 14, T. 14 N, R. 66 W, OF THE 6TH P.M., LARAMIE COUNTY, WY.

WHEREAS, Wyoming State Statutes §18-5-201 to 18-5-208; §18-5-301 to 18-5-315 authorize Laramie County, in promoting the public health, safety, morals and general welfare of the county, to regulate the use of land through zoning in unincorporated Laramie County; and

WHEREAS, the Laramie County Board of Commissioners adopted the Laramie County Land Use Regulations; and

WHEREAS, the proposed zone change is in conformance with the requirements of section 4-2-100 of the Laramie County Land Use Regulations; and

WHEREAS, the proposed zone change is in conformance with the requirements of section 1-2-103(b) i. of the Laramie County Land Use Regulations, as found by the Laramie County Planning Commission on May 12, 2016; and

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF LARAMIE COUNTY, WYOMING, as follows:

The Laramie County Board of Commissioners finds that:

a. This application meets the criteria for a zone map amendment pursuant to section 1-2-103 (b) i. of the Laramie County Land Use Regulations.

b. The proposed change in zone district is in conformance with the requirements of section 4-2-100 of the Laramie County Land Use Regulations.

and that the Board approves a Zone Change from A2 (Agricultural) to AR (Agricultural Residential) for the SE ¼ of Section 14, T. 14 N, R. 66 W, of the 6th P.M., Laramie County, WY, as shown on Exhibit “A”, attached.

PRESENTED, READ AND ADOPTED THIS ________ DAY OF ________, 2016.

LARAMIE COUNTY BOARD OF COMMISSIONERS

Buck Holmes, Chairman

ATTEST:

Debra K. Lee, Laramie County Clerk

Reviewed and approved as to form:

Mark T. Voss, Laramie County Attorney
BOARD APPROVAL
BY THE BOARD OF COMMISSIONERS
FOR LARAMIE COUNTY

Approval Date: October 17, 2006

WHEREAS, the applicant, Rocky Mountain Pipeline System, LLC, has requested approval for a Crude Oil Pipeline on the following described real property within Laramie County: portions of Sections 1, 2, 3, and 4, T.13N.; Sections 2, 11, 14, 23, 26, 35 and 36, T.14N.; Sections 3, 4, 10, 11, 12, 13, 24, 25 and 36, T.15N.; Sections 3, 9, 10, 16, 21, 28, 33, T.16N.; Sections 4, 9, 16, 21, 28, 33, and 34, T.17N.; Sections 3, 10, 15, 22, 27, 33 and 34, T.18N.; Sections 2, 11, 14, 22, 23, 27 and 34* all in R.66W., 6th P.M., Laramie County, Wyoming (located beginning at the Frontier Refinery traversing easterly within the UPRR right of way paralleled to the north side of Campstool Rd. to Converse Rd., thence continuing easterly within the Campstool Rd. right of way on the north side of the road, thence north within the westerly portion of the Whitney Rd. right of way to the UPRR right of way. Thence continuing northerly to the westerly portion of Whitney Rd. to Pershing Ave., thence continuing northerly within the western portion of the Whitney Rd. right of way to Iron Mountain Rd., at that point crossing Whitney Rd. at a northeasterly direction leaving the public right of way and continuing north to the Laramie/Platte County line); and

WHEREAS, the notification requirements in Sections 74.000 Board Approval Process for Uses Requiring Public Hearings and 55.050(b) Highpower Transmission Lines, Water Pipelines over 12" in diameter, and Energy Pipelines, of the Zoning Ordinance and the purpose listed in Section 50.050(c) have been met; and

WHEREAS, all other rules and regulations set forth by “The Cheyenne and Laramie County Zoning Ordinance 1988” and amendments thereto, apply to this Board approval; and particularly Section 55.060 Utility Regulations; and

WHEREAS, The Board of Commissioners for Laramie County has granted this Board Approval, to permit the property to be used for the purpose requested.

NOW, THEREFORE, IT IS ORDERED THAT the above-described property may be used for the purpose requested, it being understood and agreed that this use must be commenced within one (1) year of the date of issuance of this approval, and that an intentional change from the approved plan for said use shall revoke this approval whereupon the general zoning ordinance regulations shall govern this use and development of said property.

Debra K. Lathrop, County Clerk
cc: Owner
Agent
File (UNP-C)
RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENT, Marilyn W. Casner hereinafter called "Grantor," of County of Laramie, State of Wyoming, hereby grants unto High West Energy, Inc., a Cooperative, and to its successors or assigns, the right to enter on or under the land of the Grantor situated in the County of Laramie, State of Wyoming and described as follows:

Two 30 foot anchors located on existing poles running north-south, along Whitney Road. Also approximately 35 foot overhead lead wires to property line. Section 14, T14, R66W.

And to place, construct, operate, repair, maintain, and replace thereon and in, under or upon all streets, roads, or highways abutting said lands, an electric transmission or distribution line or system, including the right to cut and trim trees to the extent necessary to keep them clear of said electric line or system and to cut down from time to time, all dead, weak or leaning or dangerous trees that are tall enough to strike the wires in falling.

This agreement shall be binding upon all successors, assigns, heirs and grantees of the Grantors.

IN WITNESS WHEREOF, the Grantors have set their hands and seals this 30th day of March, 2002.

By: ____________________________

Witness: ____________________________

The above instrument was acknowledged before me on this 30th day of March, 2002 by ____________________________ to me known to be the person/persons described on and who executed the foregoing instruments and acknowledged that they executed the same as their free act and deed.

NOTARY PUBLIC

My commission expires:

[Notary Seal]
RESOLUTION NO. 94-07-19-04
ROAD PETITION 342

WHEREAS, The Board of County Commissioners of Laramie County have received Road Petition No. 342 requesting the establishment of a public road, known as Whitney Road or County Road 129, with an 80-foot right-of-way width, the centerline of which commences at the southeast corner of Section 14, T.14N., R.66W., running thence north for approximately 2,730 feet along the section line between Sections 13 and 14, T.14N., R.66W., and terminating at the southeast corner of Gaumer Subdivision 2nd Filing, Laramie County, Wyoming; and

WHEREAS, the Board of County Commissioners appointed the County Engineer as viewer to examine into the expediency of the proposed establishment; and

WHEREAS, the County Engineer has viewed and evaluated the pertinent facts regarding the proposed establishment; and

WHEREAS, no claims for damages were received by the Laramie County Clerk; and

WHEREAS, the Board of County Commissioners believe that the establishment of the public road, which is the subject of Road Petition No. 342, would be in the public interest; and

WHEREAS, all statutory procedures and requirements have been met in this matter.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The public road, known as Whitney Road or County Road 129, with an 80-foot right-of-way width, the centerline of which commences at the southeast corner of Section 14, T.14N., R.66W., running thence north for approximately 2,730 feet along the section line between Sections 13 and 14, T.14N., R.66W., and terminating at the southeast corner of Gaumer Subdivision 2nd Filing, Laramie County, Wyoming County, as represented on the attached map, be and the same is hereby established.

2. A copy of this Resolution and attached map shall be recorded in the Real Estate Division of the Office of the Laramie County Clerk, Ex-Officio Registrar of Deeds.

DATED this 5th day of October, 1994.

Jeff Keough, Chairman
Board of Commissioners

Byron Booke, Vice Chairman
Board of Commissioners

Nick Mirich, Clerk
Board of Commissioners

Laramie County

BOOK 1385
0001
UTILITY EASEMENT

The undersigned Grantor hereby acknowledges receipt of $1,000.00 from CHEYENNE LIGHT, FUEL AND POWER COMPANY in consideration of which he hereby grants unto said Company, its successors and assigns, an easement to construct, operate and maintain utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across and along a course as said lines may be hereafter constructed in Lot 2, Block 2, Subdivision 1 in the N 1/2 of SW 1/4 and SW 1/4 of SE 1/4 of Section 16, Township 16 N., Range 66 W., of the 18th Principal Meridian in the City of Cheyenne, County of Laramie, State of Wyoming, the center line of the easement is described as follows:

Beginning at the E 1/4 corner of Section 14; thence south a distance of 8 feet more or less to a point of beginning; thence west along a line parallel to the east-west centerline of Section 14 a distance of 3156 feet more or less to a point of intersection with the east boundary of Track 37, Antelope Hills, Third Filing.

Said easement is 15 feet in width. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above width at all points on Grantor's property crossed by the above described corner line and extending to the boundaries of the adjacent properties.

Together with the right to enter upon said premises, survey, construct, maintain, operate, repair, replace, control, adjust, unblock, and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, constructing, maintaining, repairing, removing, or replaces the said utility lines and related fixtures and devices as may be required to permit the operation of the facility of any other company. The Grantor reserves the right to use and occupancy said premises for any purpose consistent with the right and privileges above granted and which will not interfere with or encroach upon any of the said Company's facilities therein or use thereof. Such reservation by the Grantor shall in no event include the right to erect or cause to be erected any building or structures upon the right of way granted or to locate any mobile home trailer units thereon. In case of the permanent abandonment of said right of way, all right, privilege and interest herein shall terminate.

The work of installing said lines and related fixtures and devices shall be done with care, the surface along said rights-of-way shall be restored substantially to its original level and condition. "Grantor" shall include the plural.

Signed this 19th day of April 1991.

WITNESSES:

GRANTOR:

[Signature]

THE OFFICE OF NOTARY PUBLIC

The foregoing instrument was acknowledged before me by Dean K. Woods, this 19th day of April 1991. Witness my hand and official seal.

My Commission Expires: October 18, 1993

BOOK 1302

[Stamp]

[Stamp]
UTILITY EASEMENT

The undersigned Grantor hereby acknowledges receipt of , and
FILE NO. 47163
Approved: Robert Reasas
P.O. Box No. 215 - 184
Document No. 159603

in the 6th Principal Meridian in the City of Cheyenne,
Cheyenne County of
Α
State of Wyoming, the center line of the easement is described as follows:

Stating at the SW corner of the SE 1/4 of Section 14, thence north 342 feet to a
true point of beginning, said point being 8 feet south of the north property line
of Tract 48, Antelope Hills; thence east parallel to the south section line a
distance of 1,480 feet more or less, thence north parallel to the east
section line 150 feet more or less, finally thence east parallel to the south
section line 200 feet more or less to a point of termination.

Said easement is 10 feet in width. The side boundary lines of the easement shall be lengthened and shortened
as necessary to encompass a continuous strip of not less than the above width at all points on Grantor's property crossed
by the above described centerline and extending to the boundaries of the adjacent properties.

Together with the right to enter upon said premises, survey, construct, maintain, operate, repair, replace, control
and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the
trimming of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during
surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and
devices as may be required to permit the operation of standard utility construction or repair machinery, and the right to
permit the installation of the facilities of any other company. The Grantor reserves the right to use and occupy said
premises for any purpose consistent with the right and privileges above granted and which will not interfere with or
derange any of the said Company's facilities therein or use thereof. Such reservation by the Grantor shall in no event in-
clude the right to erect or cause to be erected any buildings or structures upon the right of way granted or to locate any
mobile home trailer units thereon. In case of the permanent abandonment of said right of way, all right, privilege and
interest herein shall terminate.

The work of laying said lines and related fixtures and devices shall be done with care, the surface along said
right-of-way shall be restored substantially to its original level and condition.

"Grantee" shall include the plural.

Signed this day of August, 1994.

WITNESSES:

GRANTOR:

STATE OF WYOMING
COUNTY OF Laramie

The foregoing instrument was acknowledged before me,
this day of August, 1994, and is my official seal.

My Commission Expires: 6-19-94

TITLE OF OFFICER
Notary Public