

MINERAL COUNTY CLERK, WYOMING
 753973
 2004

VACATION STATEMENT
 IT IS THE INTENT OF THIS RE-PLAT TO VACATE ALL EXISTENT ALLEYS, STREETS AND LOT LINES AS PLATED BY TROUS WEST ESTATES CONTAINED WITHIN THIS RE-PLAT NOT PREVIOUSLY VACATED.

DEVELOPER
 CASPER LAND DEVELOPMENT COMPANY, INC.
 1807 CAPITOL AVENUE, SUITE 108 CHEYENNE, WYOMING 82001
 307-637-7841

CERTIFICATE OF DEDICATION

STATE OF WYOMING)
) SS
 COUNTY OF NATRONA)

THE UNDERSIGNED, CASPER LAND DEVELOPMENT COMPANY, INC., KEVIN KELLER, PRESIDENT, DO CERTIFY THAT THEY ARE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED PARCEL OF LAND, BEING ALL OF LOTS 11 TO 21, BLOCK 18; ALL OF BLOCK 20; ALL OF LOT 1 AND ALL OF LOTS 37 TO 44, BLOCK 21 AND PORTIONS OF LOTS 1 AND 18, BLOCK 23, TRAIL WEST ESTATES SITUATE IN THE HWY89/24 AND THE SWANWAY OF SECTION 22, T33N, R30W, OF THE 8TH P.M., NATRONA COUNTY, WYOMING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 QUARTER CORNER OF SAID SECTION 22, MONUMENTED BY A 2" BRASS CAP;
 THENCE N48°17'28"E, A DISTANCE OF 1135.58 FEET TO THE POINT A ON THE SOUTH RIGHT-OF-WAY LINE OF WHISKEY GAP ROAD THE TRUE POINT OF BEGINNING, A SET 2 1/2" BRASS CAP;
 THENCE CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF WHISKEY GAP ROAD ON A CURVE TO THE LEFT, HAVING A RADIUS OF 2220.00 FEET, A CENTRAL ANGLE OF 08°11'02", HAVING A CHORD LENGTH OF 316.63 FEET, WITH A CHORD BEARING OF S89°31'07"E, A DISTANCE OF 317.10 FEET TO A SET 2 1/2" BRASS CAP;
 THENCE CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF WHISKEY GAP ROAD N89°23'22"E, A DISTANCE OF 182.05 FEET TO A SET 2 1/2" BRASS CAP;
 THENCE CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF WHISKEY GAP ROAD ON A CURVE TO THE LEFT, HAVING A RADIUS OF 1800.00 FEET, A CENTRAL ANGLE OF 03°48'10" HAVING A CHORD LENGTH OF 118.45 FEET, WITH A CHORD BEARING OF N87°29'17"E, A DISTANCE OF 118.47 FEET TO A SET 2 1/2" BRASS CAP;
 THENCE S00°28'32"E, A DISTANCE OF 817.68 FEET TO A SET 2 1/2" BRASS CAP;
 THENCE S09°33'32"E, A DISTANCE OF 195.09 FEET TO A SET 2 1/2" BRASS CAP ON THE NORTH RIGHT-OF-WAY LINE OF TREWETTE LANE;
 THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY OF TREWETTE LANE S71°42'28"W, A DISTANCE OF 883.55 FEET TO A SET 2 1/2" BRASS CAP;
 THENCE N18°10'17"W, A DISTANCE OF 120.00 FEET TO A SET 2 1/2" BRASS CAP;
 THENCE S71°49'43"W, A DISTANCE OF 42.68 FEET TO A SET 2 1/2" BRASS CAP;
 THENCE N00°36'35"W, A DISTANCE OF 553.00 FEET TO SET A 2 1/2" BRASS CAP;
 THENCE N17°50'11"W, A DISTANCE OF 68.04 FEET TO A SET 2 1/2" BRASS CAP;
 THENCE N16°33'29"W, A DISTANCE OF 350.33 FEET TO A SET 2 1/2" BRASS CAP;
 THENCE N73°06'35"W, A DISTANCE OF 44.20 FEET TO A SET 2 1/2" BRASS CAP;
 THENCE N18°33'23"W, A DISTANCE OF 179.58 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 17.53 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY, AND/OR EASEMENTS, RESERVATIONS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.
 THE PARCEL OF LAND AS IT APPEARS ON THIS PLAT IS DEDICATED WITH THE FREE ACT AND DEED AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR. THE NAME OF THE SUBDIVISION SHALL BE "PRAIRIE PARK ESTATES" AND ALL STREETS AS SHOWN HEREON ARE DEDICATED TO THE USE OF THE PUBLIC AND THE OWNERS HEREBY GRANT TO THE CITY AND COUNTY AN EASEMENT TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, CABLES, TELEPHONE LINES OR ALL OF THEM ALONG THE STRIPS OF LAND BARRICADED UNLIT EASEMENTS AS SHOWN ON THIS PLAT.

CASPER LAND DEVELOPMENT COMPANY, INC.
 G. KEVIN KELLER, PRESIDENT

ACKNOWLEDGEMENTS

STATE OF WYOMING)
) SS
 COUNTY OF NATRONA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY G. KEVIN KELLER ON THIS 23RD DAY OF OCTOBER, 2004.

WITNESS MY HAND AND OFFICIAL SEAL
 AT COMMISSION EXPIRES 6/13/2009
 NOTARY PUBLIC

APPROVALS

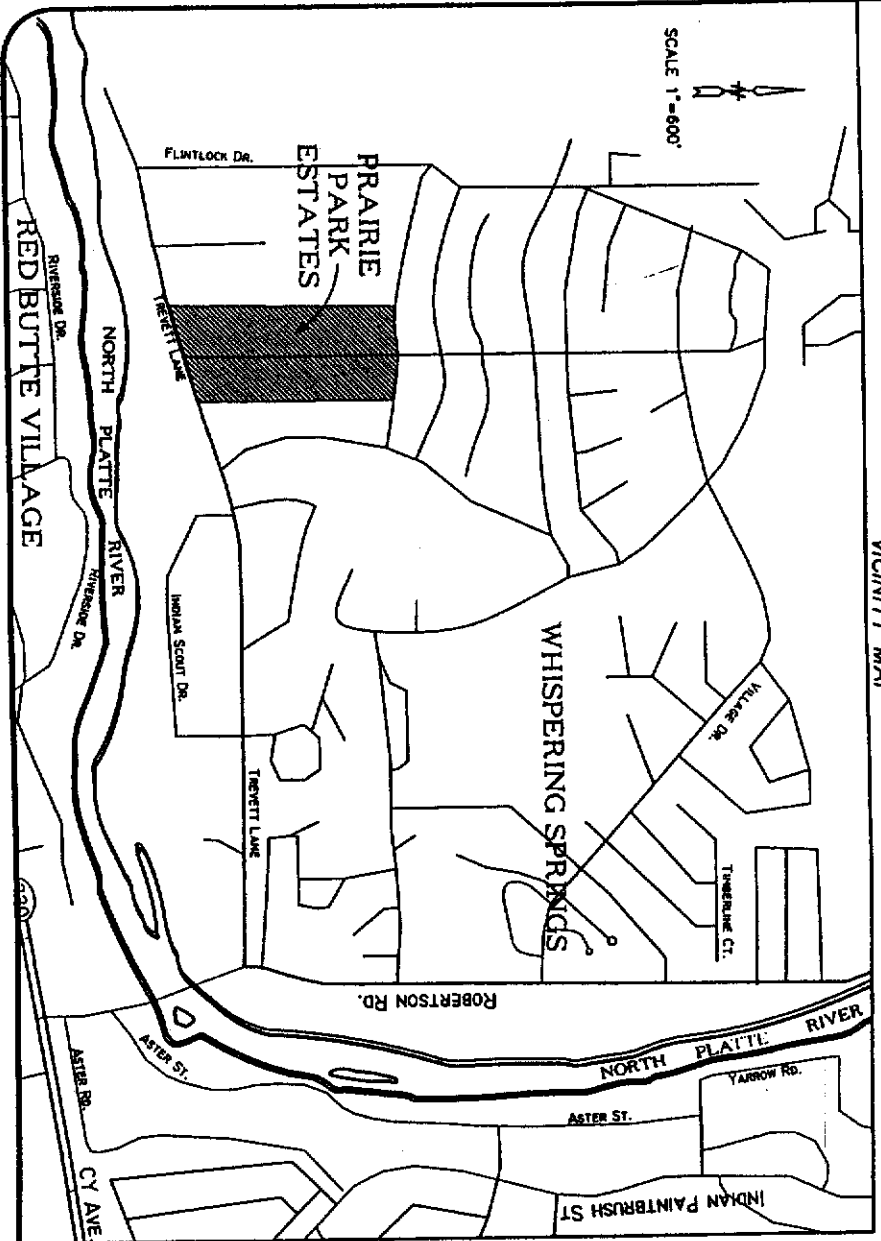
APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
 THIS 22ND DAY OF SEPTEMBER, 2004
 David Spence, CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION 04-212 DULY PASSED,
 ADOPTED AND APPROVED THIS 22ND DAY OF SEPTEMBER, 2004
 ATTEST: City Clerk
 Mayor

INSPECTED AND APPROVED THIS 19TH DAY OF October 2004
 City Engineer
 INSPECTED AND APPROVED THIS 20TH DAY OF December 2004
 County Surveyor

CERTIFICATE OF SURVEYOR

I, COTTON D. JONES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT OF PRAIRIE PARK ESTATES A RE-PLAT OF A PORTION OF TRAIL WEST ESTATES WAS PREPARED FROM ORIGINAL PLATS AND DEEDS OF RECORD AND FROM NOTES OF A FIELD SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION DURING THE MONTH OF MAY, 2004, THAT THE MONUMENTS ARE SET OR FOUND AS SHOWN AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY OF THE LAND DEDICATED HEREON TO THE BEST OF MY KNOWLEDGE.



FILING RECORD

Map No. 753973
 The State of Wyoming)
) SS
 County of Natrona)
 This instrument was filed for record at 11:19 a.m. on the 23RD day of October, 2004.
 A.S. 20-24 and they recorded in
 M. Jones, Surveyor
 County of Natrona, Wyoming

PRAIRIE PARK ESTATES
 A REPLAT OF LOTS 11 TO 21, BLOCK 18; ALL OF BLOCK 20; ALL OF LOT 1 AND ALL OF LOTS 37 TO 44, BLOCK 21 AND PORTIONS OF LOTS 1 AND 18, BLOCK 23 TRAIL WEST ESTATES SUBDIVISION, A PARCEL OF LAND SITUATE IN THE HWY89/24 AND THE SWANWAY OF SECTION 22, T33N, R30W, OF THE 8TH P.M., CITY OF CASPER, NATRONA COUNTY, WYOMING

FCM MANAGEMENT INC.
 212 W 5th St.
 Cheyenne, Wyoming 82001
 Office: (307) 635-5773
 Fax: (307) 635-7227
 PREPARED SEP. 2004

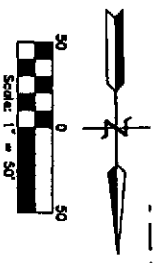
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).



Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
 120 N. Center Street • Casper, WY 82601 • (307) 237-8486

#1771
 1 of 2

Prairie Park Estates
 Plat, 0153973 Recorded 10-27-04



LEGEND

- SET 2" BRASS CAP ON NO. 5 REBAR
- SET 1" CONCRETE STAMPED APPROXIMATELY
- FOUND 3" BRASS CAP EXCEPT AS NOTED.
- FOUND 1" ALUMINUM CAP.
- POINT OF CURVE - P.C. OR P.T.
- (R) DENOTES RECORD DATA AS SHOWN ON PLAT WEST ESTATES NO. 2
- (C) DENOTES COMPUTED DATA BASED ON ACTUAL SURVEY.

STATEMENTS

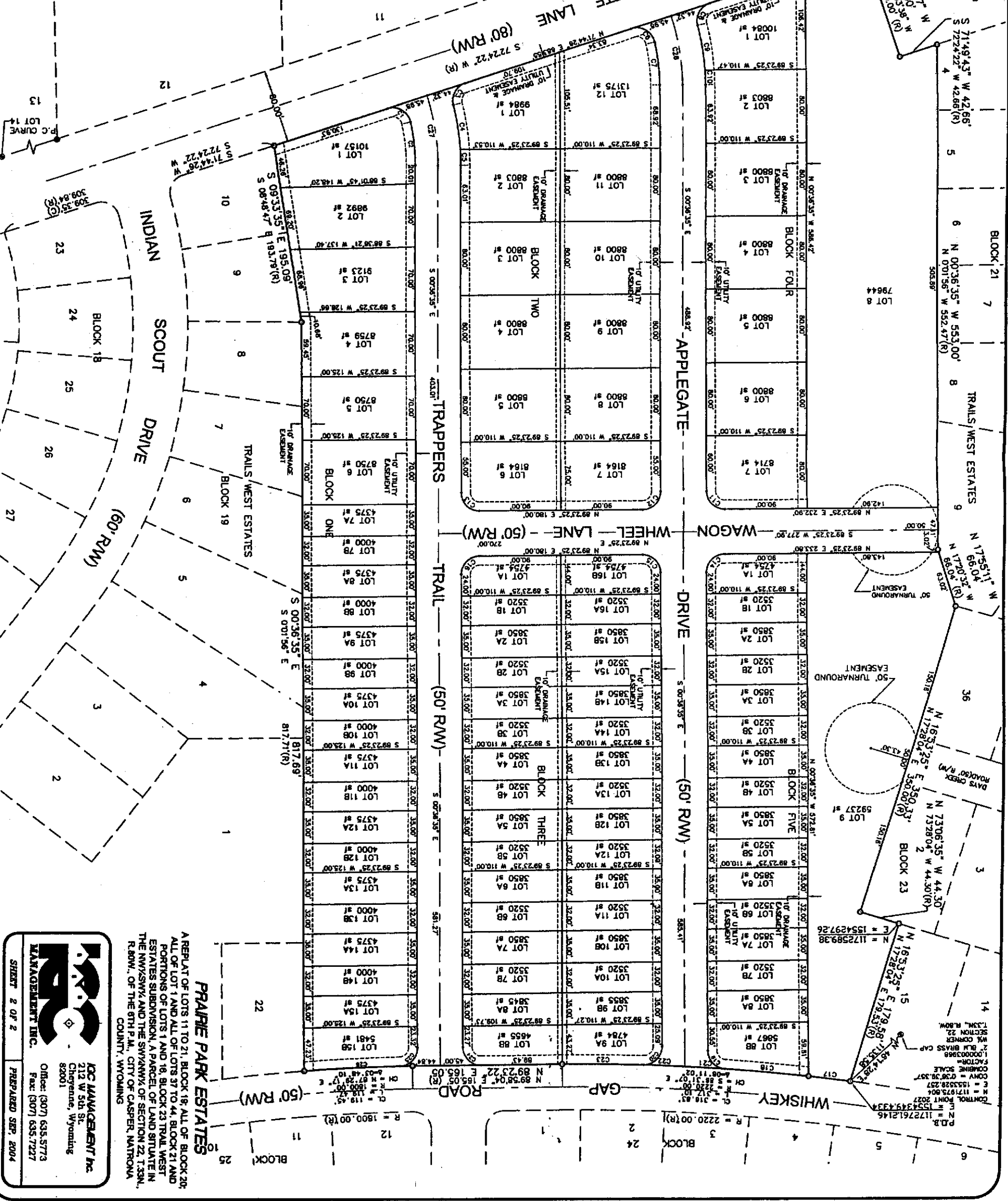
BEARINGS AND DISTANCES BASED ON CITY OF CASPER GRID CONTROL NETWORK HAD 8/7/96.
 PLAT BOUNDARY DATA WERE ON EXCEEDS A CURVE BEARING OF 178.53° (R) WITH A RADIUS OF 1,250.000
 ACTUAL CURVATURE ERROR = 1 PART IN 1,250,000

NOTES

- 1) ALL LOT AND BLOCK CORNERS MONUMENTED WITH A 2" ALUMINUM CAP ON NO. 5 X 24 REBAR, STAMPED "PLS 9834"
- AND APPROPRIATE DATA.

CURVE TABLE

| NUMBER | DELTA ANGLE | CHORD CONNECTION | RADIUS | ARC LENGTH | CHORD LENGTH |
|--------|-------------|------------------|--------|------------|--------------|
| C1 | 89.3735° | N 60.7235° W | 20.00 | 11.37 | 19.63 |
| C2 | 170.0304° | N 60.7235° W | 225.00 | 47.24 | 47.24 |
| C3 | 86.7084° | N 28.1104° E | 20.00 | 10.08 | 17.31 |
| C4 | 107.5174° | N 09.5142° W | 175.00 | 48.08 | 44.89 |
| C5 | 103.3251° | N 02.2250° W | 275.00 | 17.00 | 17.00 |
| C6 | 89.3735° | N 60.7235° W | 20.00 | 11.37 | 19.63 |
| C7 | 120.0304° | N 08.2500° W | 225.00 | 47.24 | 47.24 |
| C8 | 86.7084° | N 28.1104° E | 20.00 | 10.08 | 17.31 |
| C9 | 107.5174° | N 09.5142° W | 175.00 | 48.08 | 44.89 |
| C10 | 103.3251° | N 02.2250° W | 275.00 | 17.00 | 17.00 |
| C11 | 89.3735° | N 60.7235° W | 20.00 | 11.37 | 19.63 |
| C12 | 170.0304° | N 60.7235° W | 225.00 | 47.24 | 47.24 |
| C13 | 86.7084° | N 28.1104° E | 20.00 | 10.08 | 17.31 |
| C14 | 107.5174° | N 09.5142° W | 175.00 | 48.08 | 44.89 |
| C15 | 103.3251° | N 02.2250° W | 275.00 | 17.00 | 17.00 |
| C16 | 89.3735° | N 60.7235° W | 20.00 | 11.37 | 19.63 |
| C17 | 120.0304° | N 08.2500° W | 225.00 | 47.24 | 47.24 |
| C18 | 86.7084° | N 28.1104° E | 20.00 | 10.08 | 17.31 |
| C19 | 107.5174° | N 09.5142° W | 175.00 | 48.08 | 44.89 |
| C20 | 103.3251° | N 02.2250° W | 275.00 | 17.00 | 17.00 |
| C21 | 89.3735° | N 60.7235° W | 20.00 | 11.37 | 19.63 |
| C22 | 170.0304° | N 60.7235° W | 225.00 | 47.24 | 47.24 |
| C23 | 86.7084° | N 28.1104° E | 20.00 | 10.08 | 17.31 |
| C24 | 107.5174° | N 09.5142° W | 175.00 | 48.08 | 44.89 |
| C25 | 103.3251° | N 02.2250° W | 275.00 | 17.00 | 17.00 |
| C26 | 89.3735° | N 60.7235° W | 20.00 | 11.37 | 19.63 |
| C27 | 120.0304° | N 08.2500° W | 225.00 | 47.24 | 47.24 |
| C28 | 86.7084° | N 28.1104° E | 20.00 | 10.08 | 17.31 |
| C29 | 107.5174° | N 09.5142° W | 175.00 | 48.08 | 44.89 |
| C30 | 103.3251° | N 02.2250° W | 275.00 | 17.00 | 17.00 |



PRAIRIE PARK ESTATES
 A REPLAT OF LOTS 11 TO 21, BLOCK 18; ALL OF BLOCK 20; ALL OF LOT 1 AND ALL OF LOTS 37 TO 44, BLOCK 21; AND PORTIONS OF LOTS 1 AND 18, BLOCK 23 TRAIL WEST ESTATES SUBDIVISION, A PARCEL OF LAND SITUATE IN THE NW 1/4 SW 1/4 AND THE SW 1/4 SW 1/4 OF SECTION 22, T. 33N., R. 80W., OF THE 6TH P.M., CITY OF CASPER, NATRONA COUNTY, WYOMING.

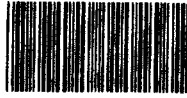
K.A.C. MANAGEMENT INC.
 212 W 5th St.
 Cheyenne, Wyoming
 82001
 Office: (307) 635-5773
 Fax: (307) 635-7227
 PREPARED SEP 2004



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
 120 N. Center Street • Casper, WY 82601 • (307) 237-8486

#1771
 202



763725

NATRONA COUNTY CLERK, WYOMING
Mary Ann Collins Recorded: AJ
Apr 4, 2005 09:12 AM
Pages: 6 Fee: \$79.00
CASPER LAND DEVELOPMENT INC

State of Wyoming)
)ss.
County of Natrona)

CASPER LAND DEVELOPMENT COMPANY, INC.

to

THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS

PRAIRIE PARK ESTATES

Lots 7A through 15B, Block One; Lots 1A through 16B, Block Three; Lots 1A through 8B, Block Five; Prairie Park Estates; A REPLAT OF LOTS 11 TO 21, BLOCK 19; ALL OF BLOCK 20; ALL OF LOT 1 AND ALL OF LOTS 37 TO 44, BLOCK 21 AND PORTIONS OF LOTS 1 AND 16, BLOCK 23 TRAIL WEST ESTATES SUBDIVISION, A PARCEL OF LAND SITUATE IN THE NW¼SW¼ AND THE SW¼NW¼ OF SECTION 22, T.33N., R.80W., OF THE 6TH P.M., CITY OF CASPER, NATRONA COUNTY, WYOMING

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, ~~Rock Springs~~^{CASPER} Land Development, Inc., being the owner in fee simple of Prairie Park Estates of Casper, Natrona County, Wyoming, does hereby make this Declaration of Protective Covenants applicable to all the above described property.

1. **Land Use and Building Types.** No lot shall be used except for residential purposes for the construction of single family dwellings, townhouse units with associated garages or multi-family dwellings.
2. **Architectural Control.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a site plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of the workmanship and materials, harmony of exterior design with existing structures, and location with respect to topography and finish grade elevations. All construction shall be new. No mobile homes shall be permitted. Modular, factory-built homes may be permitted if they meet all other requirements herein. Modular and/or factory built homes must be permanently affixed to a poured concrete or concrete block foundation which extends around the entire perimeter of the structure with a crawl space or basement and must have a pitched and shingled roof. All construction and/or factory-built modular homes shall be new and must comply with all applicable building codes, zoning laws and the minimum building standards as set forth in this Declaration. No structure shall be moved from any location outside the subject property onto any tract of the subject property.
3. **Building Quality and Size.** No building shall be permitted on any lot in which the total livable area of the residential structure, exclusive of the porch and garage is less than 800 square feet. It is understood that these minimum area requirements shall be determined by measurement of the framing dimensions of the living quarters only and are exclusive of any basement area.

Exterior colors and exterior construction materials of all dwellings must be approved, in writing, by the Architectural Control Committee.

4. **Minimum Size and Building Locations.**

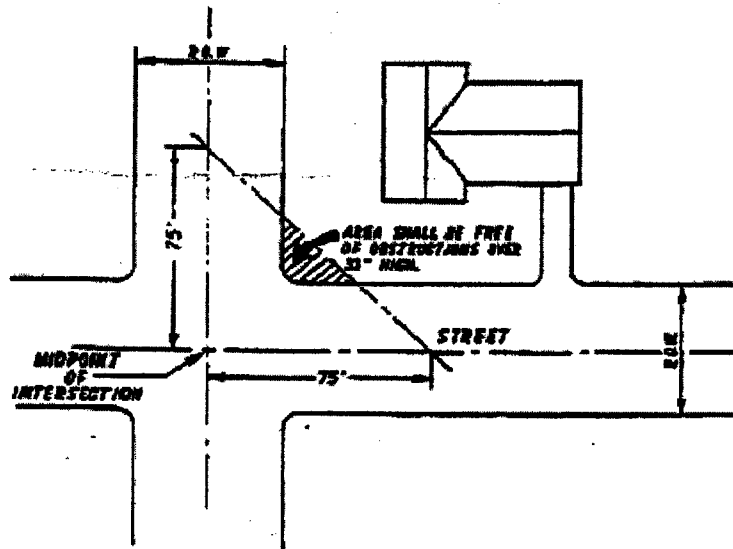
- A. No building shall be located on any lot in conflict with the regulations of the City of Casper or in conflict with rules and regulations promulgated by the Architectural Control Committee.
- B. For the purposes of these covenants, eaves, steps and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building to encroach on another lot.

5. **Restrained Activities.** In order to regulate and keep conformity of design, all major repairs, maintenance, decorating and yard upkeep shall be governed by the Architectural Control Committee. Any controversy or question regarding the "Restrained Activities" shall be referred to the Architectural Control Committee whose decision shall be final. No owner shall be allowed to engage in hereinafter described "Restrained Activities" without the written consent of the Architectural Control Committee. "Restrained Activities shall be identified and defined as follows:

- A. **Alteration of Exterior Design.** It shall be a restrained activity to remove, replace, repair or alter roofing, gutters and downspouts, walls, concrete porches, sidewalks, driveways and landscaping or any other exterior feature which would change the appearance of the building or front yard.
 - 1. All roofs, exterior trim, siding, garage doors and front fences will remain the same color and quality as originally installed.
 - 2. In the event of damage or destruction of any or all properties covered by these covenants, the damaged property shall be promptly repaired or reconstructed at the cost of the present owner. Repairs and reconstruction must be completed in such a way as to not change the outward appearance of the building or any retaining walls.
 - 3. No fence, wall or solid hedge shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line, except the fencing to be erected during the initial construction by South Park Construction, Inc. to enclose utility boxes within the front yards. Back yard fences shall not be altered from their original location and height.

6. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on public record. Within these easements, no structure, vehicles,

planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, ingress or egress of emergency vehicles or pedestrian traffic or which may change the direction of the flow of drainage channels in the easements. No owner shall be allowed to alter the final grade of the property or otherwise obstruct surface drainage. No plantings that require watering are recommended within five feet of the foundation.



7. Street Access and Sight Distance at Intersections.

On corner lots, no fence, wall, or sign structure shall be erected, nor any tree, hedge or shrub shall be allowed or planted that is greater than a height of thirty-three inches or less than ten feet above the

street elevation other than a pole twelve inches or less in diameter, within a right triangle formed by the intersection of the centerlines of the intersecting streets (excluding alleys) drawn from the point of intersection back a distance of seventy-five feet to a point, then connect said points to form the hypotenuse of a right triangle. See figure below:

8. **Nuisances.** No obnoxious or offensive activity shall be carried on, upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. **Temporary Structures.** No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage or barn shall be used on any lot at any time as a residence, either temporary or permanent. However, this covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structure whenever the same has been on the premises for an unreasonable length of time, or in any other way has become a nuisance.

10. **Parking and Non-Operative Vehicles and Facilities.** Parking of trailers, campers, recreational vehicles, snowmobiles, boats, ATV's and other comparable vehicles, large or small, shall be limited to a period not to exceed 72 hours, when parked on the street in front of a residence or a parking area between the front building line and a street. The parking of boats and trailers on the street or on any parking area between the front building line of the residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence, on the front driveway, on any area between the front building line of the residence and a street and/or in the rear yard for a period of more than 24 hours at any one time or as a repeated matter of practice.

11. **Signs.** No sign of any kind, on any lot, shall be displayed in public view except one professional sign of not more than one square foot or one sign of not more than five square feet that advertises the property for sale or rent or signs used by a builder to advertise the property during construction and sales periods.

12. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. This does not however, prohibit South Park Construction, Inc. or any successor developer from removing, transferring and/or selling topsoil, gravel or other material from the subdivision.

13. **Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that no more than three (3) dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

14. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Garbage and all waste shall be kept in sanitary containers.

15. **The Architectural Control Committee.** The Architectural Control Committee shall be composed of the following persons. G. Kevin Keller, Linda J. Keller and Brad Enzi. The Committee may be contacted at 1807 Capitol Avenue, Suite 108, Cheyenne, Wyoming 82001. All communications must be in writing. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor for the member who can no longer serve or is unwilling to serve. None of the members of the Committee or their designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. After 10 years from the date of this instrument, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to amend any powers or duties of the Committee.

16. **Procedure.** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to review the plans or issue a written approval or disapproval of any submission within 90 days after plans and specifications or a question have been submitted to it, or in any event, if no suit to enjoin 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.

17. **Term.** 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 (20) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then lot owners has been recorded, agreeing to change said covenants in whole or in part.

18. **Enforcement.** In the event that any person or persons shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area of the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violated any covenants either to restrain violation or to recover damages or both; and in addition, to recover from the party so violating such protective covenants, a reasonable amount of attorney's fees required to bring and maintain the proceedings either to enjoin violation or for the recovery of money damages or both. The Architectural Control Committee is in no way responsible for the enforcement of the restrictions in this declaration.

19. **Severability.** Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

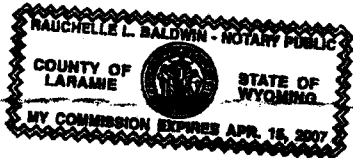
DATED this 21st day of March 2005.

CASPER LAND DEVELOPMENT, INC.

By: *G. Kevin Keller*
G. Kevin Keller, President

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me by G. Kevin Keller as President of Casper Land Development, Inc. this 21st day of March 2005



Rauchelle L. Baldwin
Notary Public

My Commission Expires: April 15, 2007

**AMENDMENT TO
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
VISTA WEST NO. III**

By the assent of more than eighty percent (80%) of the owners of lots/land in the Vista West III subdivision, the Declaration of Covenants, Conditions, and Restrictions which previously read:

"Article VII

General Restrictions On All Lots And Tracts

5. Animals and Livestock

It shall be permissible for the owners of a lot, in addition to household pets, to own and maintain on the lot horses owned by them as specified below:

| | |
|--------------------------|---------------------|
| Less than 1.00 acre | - 1 horse |
| 1.00 acre to 1.49 acres | - 2 horses |
| 1.50 acres to 1.99 acres | - 3 horses |
| 2.00 acres to 2.49 acres | - 4 horses |
| 2.50 acres to 2.99 acres | - 5 horses |
| 3.00 acres to 3.49 acres | - 6 horses |
| 3.50 acres to 3.99 acres | - 7 horses |
| 4.00 acres and above | - 2 horses per acre |

- (a) Safe shelter shall be provided for the horses as a requirement to exercise the right of having horses. All buildings shall be approved by the Environmental Committee prior to construction.
- (b) Over grazing of the land shall be prohibited.

Except as herein specified no other animals, livestock or pets shall be considered a permissible use.

In the event the Committee should determine that animals maintained on a lot, even though permissible within this provision, have become or constitute a nuisance to other owners in the Subdivision the Committee is granted the authority to restrict such in such manner as it deems appropriate."

is hereby amended to read:



NATRONA COUNTY CLERK, WYOMING
Mary Ann Collins Recorded: KA
Jun 23, 2005 02:24 PM
Pages: 12 Fee: \$83.00
RICHARD G PETERSON

"Article VII

General Restrictions On All Lots And Tracts

5. Animals and Livestock

It shall be permissible for owners of a lot, in addition to household pets, to own and/or maintain on the lot horses, cows, sheep, goats and/or fowl as specified below and as long as the following conditions are followed:

1. A safe enclosure with shelter shall be provided for the animals as a requirement to exercise the right of having animals. Structures to be built shall be approved by the Environmental Committee prior to construction.
2. The owner(s) of the lot shall care for and maintain the animals.
3. Animals are for the sole use of the property owner(s) and said animals are not to be used for income and/or as a business.
4. Lots shall not be allowed to be over grazed by the animals that are maintained thereon.
5. Animals, including fowl and pets, shall not create noises that are loud and offensive to other homeowners.

Maximum Number of Animals

| | |
|--------------------------|---------------------|
| Less than 1.00 acre | - 1 horse |
| 1.00 acre to 1.49 acres | - 2 horses |
| 1.50 acres to 1.99 acres | - 3 horses |
| 2.00 acres to 2.49 acres | - 4 horses |
| 2.50 acres to 2.99 acres | - 5 horses |
| 3.00 acres to 3.49 acres | - 6 horses |
| 3.50 acres to 3.99 acres | - 7 horses |
| 4.00 acres and above | - 2 horses per acre |

1 cow equals - 2 horses

2 sheep or goats equals - 1 horse

12 fowl total on a lot in conjunction with any of the above animals

Except as herein specified no other animals, livestock or pets shall be considered a permissible use.

In the event the Committee should determine that animals maintained on a lot, even though permissible within this provision, have become or constitute a

nuisance to other owners in the Subdivision the Committee is granted the authority to restrict such in such manner as it deems appropriate."

We herby submit said amendment to the Clerk and Recorder of Natrona County, Wyoming to be placed of record in the office of the County Clerk, Natrona County, Wyoming at which time said amendment will become effective.

Signed this 21st day of June, 2005.

Dick Peterson

Dick Peterson, President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing was acknowledged before me by Dick Peterson this 21st day of June, 2005.

Witness my hand and official seal.

Norma F. Warner
Notary Public

My Commission Expires June 5, 2008



Hello Neighbor:

Please read the history of this portion of our covenants and the proposed change to the same section. Then please sign the attached sheet to change the covenants.

Prior to 1984 the covenant **Article VII, General Restrictions On All Lots And Tracts, Section 5, Animals and Livestock**, allowed home owners':

It shall be permissible for the owners of a lot, in addition to household pets, to own and maintain on the lot one horse or one cow per irrigated acre owned by them or one horse or one cow for each five acres of dry land. For purposes of this restriction three sheep shall be considered equivalent to a horse or cow. Except as herein specified no other animals, livestock or pets shall be considered a permissible use. In the event the Committee should determine that animals maintained on a lot, even though permissible within this provision, have become or constitute a nuisance to other owners in the Subdivision the Committee is granted the authority to restrict such in such manner as it deems appropriate.

In 1984 the covenant **Article VII, General Restrictions On All Lots And Tracts, Section 5, Animals and Livestock**, was changed to:

It shall be permissible for the owners of a lot, in addition to household pets, to own and maintain on the lot horses owned by them as specified below:

| | |
|--------------------------|---------------------|
| Less than 1.00 acre | - 1 horse |
| 1.00 acre to 1.49 acres | - 2 horses |
| 1.50 acres to 1.99 acres | - 3 horses |
| 2.00 acres to 2.49 acres | - 4 horses |
| 2.50 acres to 2.99 acres | - 5 horses |
| 3.00 acres to 3.49 acres | - 6 horses |
| 3.50 acres to 3.99 acres | - 7 horses |
| 4.00 acres and above | - 2 horses per acre |

- (a) Safe shelter shall be provided for the horses as a requirement to exercise the right of having horses. All buildings shall be approved by the Environmental Committee prior to construction.
- (b) Over grazing of the land shall be prohibited.

Except as herein specified no other animals, livestock or pets shall be considered a permissible use.

In the event the Committee should determine that animals maintained on a lot, even though permissible within this provision, have become or constitute a nuisance to other owners in the Subdivision the Committee is granted the authority to restrict such in such manner as it deems appropriate.

My children, and many other parent's children in the neighborhood, are of the age to start 4-H. As the Covenants are currently written they can not have any animal other than a horse, dog or cat. Although our children are interested in horses, there are less demanding and dangerous animals for them to have as a project. With this in mind I would like the covenant **Article VII, General Restrictions On All Lots And Tracts, Section 5, Animals and Livestock**, changed to read:

It shall be permissible for owners of a lot, in addition to household pets, to own and/or maintain on the lot horses, cows, sheep, goats and/or fowl as specified below and as long as the following conditions are followed:

1. A safe enclosure with shelter shall be provided for the animals as a requirement to exercise the right of having animals. Structures to be built shall be approved by the Environmental Committee prior to construction.
2. The owner(s) of the lot shall care for and maintain the animals.
3. Animals are for the sole use of the property owner(s) and said animals are not to be used for income and/or as a business.
4. Lots shall not be allowed to be over grazed by the animals that are maintained thereon.
5. Animals, including fowl and pets, shall not create noises that are loud and offensive to other homeowners.

Maximum Number of Animals

| | |
|--------------------------|---------------------|
| Less than 1.00 acre | - 1 horse |
| 1.00 acre to 1.49 acres | - 2 horses |
| 1.50 acres to 1.99 acres | - 3 horses |
| 2.00 acres to 2.49 acres | - 4 horses |
| 2.50 acres to 2.99 acres | - 5 horses |
| 3.00 acres to 3.49 acres | - 6 horses |
| 3.50 acres to 3.99 acres | - 7 horses |
| 4.00 acres and above | - 2 horses per acre |

1 cow equals - 2 horses

2 sheep or goats equals - 1 horse

12 fowl total on a lot in conjunction with any of the above animals

Except as herein specified no other animals, livestock or pets shall be considered a permissible use.

In the event the Committee should determine that animals maintained on a lot, even though permissible within this provision, have become or constitute a nuisance to other owners in the Subdivision the Committee is granted the authority to restrict such in such manner as it deems appropriate.

I believe it is important for our children to have appropriate outlets for their energy and also to provide them with beneficial learning. As we are in a rural setting and do have the needed environment to raise 4-H and FFA projects it is important to modify our covenants to give our children the opportunity to do constructive and challenging activities in their own neighborhood.

Please sign the attached page to change the covenant, **Article VII, General Restrictions On All Lots And Tracts, Section 5, Animals and Livestock**, to what is indicated above.

| NAME | LOT | ADDRESS |
|--------------------------|-----|-------------------------|
| John D. Huber | 34 | 2156 Willow Cr. Rd |
| V. Kukany | 35 | 2200 N. Willow Crk |
| Lauder E. Baker | 5 | 2157 Grass Creek |
| Jone Lebeda | 8 | 2114 No. Grass Creek |
| Quai Jay | 27 | 1904 Willow Creek |
| Patricia Asant | 26 | 1868 N. WILLOW CREEK |
| John D. Huber | 19 | 1807 N. Grass Crk |
| Jayne Kitz | 18 | 1833 N. Grass Creek Rd. |
| Pam Wilson | 16 | 1895 N. Grass Creek. |
| Chuck Huber (Huber) | 42 | 1970 Grass Creek |
| Fred Huber | 47 | 1835 Willow Creek Rd |
| John D. Huber | 28 | 1930 N. Willow Creek |
| John D. Huber | 49 | 1937 Willow Creek |
| mom - Shirley L. Bourbon | 11 | 2033 N. Grass Creek Rd |
| Jeanne A. Shain | 12 | 2007 N. Grass Creek Rd |
| Danae Rhodes | 13 | 1981 N. Grass Creek |
| Robert E. Eickman | 30 | 2000 N. Willow Creek |
| Cecil L. Mc | 1 | 7607 6th N. Ave. |
| Cecil L. Mc | 2 | 7567 6th N. Ave. |
| Stephanie Huber | 43 | 1930 Grass Creek Rd |
| Ann Robinson | 15 | 1923 Grass Creek Rd. |
| Margaret Carpenter | 25 | 1836 Willow Creek |
| | | |

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| NAME | LOT | ADDRESS |
|-------------------------|---------------|---------------------------------|
| Mike Lynn Wilson | 6 | 2147 N Grasscreek |
| Gawine Brustman | 7 | 2123 N ORAN CR |
| Quinn Yaird | 30 | 2130 N. Grass Creek |
| Jim & Deede McKendree | 32 | 2076 Willow Creek Rd. |
| Hatry Zobel | 29 | 1968 Willow Crk Rd. |
| Phil He... | 23 | 1751 Willow Creek |
| Jack & Rose Branson | 22 | 1709 Willow Creek |
| Pat & Steve Cox | 45 | 1664 Willow Creek |
| Nancy K. Long | 20 | 1619 Willow CK. |
| Karan S. Wells | 44 | 1614 Willow Crk |
| Quinn Fielder | 12 | 2007 N Grass Creeks Rd |
| William Powell | 41 | 2000 N Grass Creek |
| Dal S... | 10 | 2059 N. Grass CK. |
| Mike Boyle | 38 | 2090 Grass creek |
| Jacqueline Johnson | 9 | 2087 Grass Creek Rd. |
| Kathy Becker | 42 | 1835 Willow Creek Rd |
| Ann | 31 | 2034 willow Creek |
| Roberta Kachin | 11 | 2033 N Grass CK. Rd |
| Ray Kachin | 11 | " " " |
| Alice Peterson | 39 | 2062 Grass Creek Rd |
| Dezrell Decker | 40 | 2070 Grass Crk |
| John Osterman | 18 | 1895 Willow Creek |
| Mark Mason | 60 | 1977 Willow CREEK |
| Carol Spivey | 24 | 1823 Willow Creek |

moved →

(moved have new owners)

moved

No -
Cows -

moved
(have new owners)

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| NAME | LOT | ADDRESS |
|----------------------------------|-----|---------------------|
| Judy Strozzi W. Depue Strozzi | 11 | 2033 N. Gross creek |
| | 12 | 2007 N. Gross Creek |
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