

**B & L Land Company LLC
To
THE PUBLIC**

**DECLARATION OF PROTECTIVE COVENANTS
FOR
JL RANCH**

KNOW ALL MEN BY THESE PRESENTS, that B & L Land Company, a Wyoming limited liability company organized under the laws of the State of Wyoming and Miracle Valley Assembly of God Church, being the owners in fee simple of all the real property in the subdivision known as JL RANCH as further described in Article 1, Section 2, hereinafter, does hereby covenant, agree and make the following Declaration of Protective Covenants:

ARTICLE I: INTENT and SCOPE of COVENANTS

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 JL RANCH subdivision.

Section 2: Scope. This Declaration of Protective Covenants applies to all of the following Lots and Blocks in JL RANCH First Filing: Lots 2 through 15, Block 1; Lots 1 through 30, Block 2; Lots 1 through 30, Block 3; Lots 1 through 15, Block 4; Lots 1 through 8 and Lots 10 through 23, Block 5; Lots 1 through 32, Block 6; Lots 1 through 4, Block 7; AND the following Lots and Blocks in JL Ranch Second Filing: Block 1, Lots 17, 18, 20, 21 & 22; all situated in the subdivision known as JL Ranch, in the City of Cheyenne, 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 III of the Declaration of Protective Covenants.

Section 2: Declarants shall mean and refer to the members of B and L Land Company LLC executing this Declaration of Protective Covenants.

Section 3: Improvement shall include, but not be limited to, private driveways, buildings, fencing, landscaping projects necessitating a change in grade and contour of the topography, and other improvements, which become affixed to or appurtenant to the property.

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 JL Ranch (Phases I and II) subject to this Declaration of Protective Covenants (as described above in Article I, Section 2).

ARTICLE III: ARCHITECTURAL CONTROL COMMITTEE

Section 1: Architectural Control Committee. An Architectural Control Committee for the Subdivision consisting of no less that two (2) members and no more than three (5) members is hereby constituted. All notices to the Committee required herein shall be sent to:

**B & L Land Company LLC
Attn: JL Ranch Architectural Control Committee
4000 Central Ave., Suite 1
Cheyenne, WY 82001**

Or other locations as directed by the owner, B & L Land Company LLC or its assigns

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. The Committee shall have the authority to waive, in writing, any condition imposed by this Declaration.

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 Committee approval or permission shall not be construed as constituting the approval or permission necessary from any governmental official, commission, or agency. During the construction phase, and at all other applicable time, Owner shall be solely responsible for obtaining any and all approvals, permits, applications, or other written instruments required by any private, public, or governmental agency.

Section 2: Prior Committee Approval Required and Submission Requirements. No building or improvement shall be constructed or erected on any Lot within the Subdivision until the Architectural Control Committee has approved the construction plans and specifications submitted to it by the Owner in the form and manner set forth hereinafter. All submissions to the Committee shall include, at a minimum, the following:

- a. Plans and/or drawings for the proposed structure(s) which shall include the following information: square footage, floor plan, drawings of exterior elevations of structure, and specifications describing external colors and materials including roofing materials. Evidence of the roof pitch and the nature of the construction must also be included.
- b. A site plan of the Lot showing the location and orientation of all proposed structures, driveways,

sidewalks, fences, and any other site improvements which the Owner considers to be important and which are known to the Owner at the time of submission.

- c. The Committee reserves the right to require Owner to submit any other information which it deems necessary for its determination. If the Committee seeks additional information, the time period for its determination shall not start until the Committee receives such information.

Section 3: Approval Standards And Procedures. The Committee shall consider the submission data in light of the requirements, restrictions, intent, and conformance with this Declaration of Protective Covenants. Consideration shall be based upon, among other things: compliance with the terms provided for in Article IV entitled “Standards Relating To Improvements;” reasonable aesthetic appeal (including colors, materials, and designs); the proposed location and orientation of the improvements in relation to the setbacks, topography, the roads, and the adjacent Lots; and conformity and harmony of the proposed home or outbuilding and/or the use of Lot with the intent and spirit of all provisions in the Declaration of Protective Covenants. The plans, specifications and any other documents and materials submitted by applicant for approval shall remain in the possession of the Committee.

The Committee shall inform the applicant of its decision within thirty (30) days of the submission of all the required data. In the event the Committee disapproves of any submitted plans the Committee may, if requested, make reasonable efforts to assist and advise the applicant in achieving an acceptable submittal.

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 4: Renovations. No alteration, addition, or renovation of the exterior of any structure on a Lot shall be performed without

receiving Committee approval of the same after complying with Article III, Section 2, and hereinabove.

Section 5: Commencement and Completion of Approved Construction. 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 nine (9) months after commencement of construction unless the committee establishes a longer period at the time of the approval of the construction plans.

ARTICLE IV: STANDARDS RELATING TO IMPROVEMENTS

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

Section 2: Minimum Square Footage: The principal dwelling on any Lot must have a minimum fully enclosed ground floor area devoted to living purposes of no less than one thousand (1000) 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, one hundred (1100) square feet. Said minimum square footage standards are exclusive of basements, walkout basements, porches, and terraces and/or attached garages.

Section 3: Roofing Requirements: Roofing material on all primary residential structures must be no less than number one (#1) quality asphalt shingles or as otherwise may be approved in writing by the Committee.

Section 4: Attached Garages. All dwellings on any Lot shall have an attached garage with no less than a one (1) car capacity and no more than a three (3) car capacity.

Section 5: Location and Orientation of Improvements/Minimum Building Setbacks. The site plan depicting the location and orientation of all proposed improvements must be submitted and approved by the Committee as provided in Article III, Section 2(b). The proposed

location and orientation of improvements upon a particular Lot are important factors considered by the Committee. Inasmuch as each Lot 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. 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 proper orientation of a home upon a Lot, any home shall – unless otherwise approved by the Committee – be situated upon a Lot so that the front elevation of the home, generally, faces the street from which the home is accessed. There are several corner Lots that may be accessed from alternative roads. In such cases, the home may face either road subject to approval from the Committee taking into consideration, among other things, the orientation of homes in close proximity and the intent to maintain a minimum degree of symmetry, harmony, and balance among all improvements situated within the Subdivision. Additionally, the Committee may consider the topography of a Lot, which merits the orientation of a home in a manner other than as prescribed in this paragraph.

Section 6: Setbacks. At a very minimum, the setback requirements as provided for in the Planned Unit Development “PUD” for JL RANCH known as City Ordinance No. 3501 (together with any supplements and/or amendment thereto) shall be satisfied. Said Ordinance No. 3501 provides, in pertinent part, as follows:

Setbacks and Spacing:

- A) **Front of Lot Setback:** The minimum building setback from the front property line to the primary structure shall be fifteen (15) feet [Note: A covered porch or entry structure may be setback no less than ten (10) feet from the front property line. The covered porch or entry structure may be attached to the home and may be constructed as part of the home. For purposes herein, a covered porch or entry structure shall be open on three sides and shall not be considered “living interior finished space”].

- B) **Side of Lot Setback:** The minimum building setback from a side property line to any portion of the primary structure (including a covered porch or entry structure) shall be five (5) feet except along streets it shall be ten (10) feet.
- C) **Rear of Lot Setback:** The minimum building setback from a rear property line to any portion of the primary structure (including a covered porch or entry structure, or garage) shall be ten (10) feet
- D) **Accessory Buildings:** Accessory buildings, including storage sheds or structures may be located adjacent to lot line.

The Committee reserves the absolute right and discretion to increase any of the aforementioned set-backs in excess of the above minimums in order to maintain a minimum degree of symmetry, harmony, and balance among all improvements situated within the Subdivision. With the exception of fencing, in all cases the aforementioned setbacks shall pertain to any and all permanent improvements of any nature.

Section 7: Storage Sheds. In addition to and/or in lieu of an outbuilding as provided for in the preceding section, and to the extent the area on a Lot permits, one (1) movable storage shed shall be permitted on any Lot. Unless otherwise approved by the Committee in writing, the maximum size of any storage shed shall be 120 square feet and the maximum height of the sidewalls and/or eaves of any said storage shed shall be 6 feet. The placement of any detached storage shed upon the Lot may not precede but must be contemporaneous with or subsequent to the construction of the primary residence.

Section 8: Fences. Privacy fencing and/or boundary fencing is allowed subject to Committee approval and subject to City Ordinance #3501 (together with any supplements and/or amendment thereto). Said Ordinance No. 3501 provides, in pertinent part, as follows:

Fencing:

Lot fencing: Fencing of residential lots shall be optional. If lot fencing is installed, the fencing shall be a maximum height of four (4) feet. Fencing material shall be white vinyl or other colors as approved by the committee. **ANY LOT FENCING ADJACENT TO AN INTERIOR STREET MUST BE SETBACK AT LEAST FIVE (5) FEET FROM THE PROPERTY LINE.**

Maintenance of a fence constructed by a Lot Owner shall be the sole responsibility of that Owner and all such fences shall be kept in good order and repair.

Section 9: Maintenance of Homes and Improvements. All Owners shall maintain or provide for the maintenance of homes and improvements upon their Lot. Owners shall also maintain and properly care for their yards and landscaping including, but not limited to, regular mowing, weed control and removal of trash and dead plants.

Section 10: Outside Flood/Area Lights. Unless otherwise approved by the Committee, no freestanding light poles for automatic all-night flood/area lighting are acceptable on any Lot. This paragraph is not intended to otherwise prohibit other exterior lighting incidental and/or attached to homes or outbuildings. In any event all exterior lighting must be downcast so as not to create a visual annoyance to the area near the home

Section 11: Underground Utilities. All utility lines from the utility easement to the structure (and from structure to structure on the Lot) shall be placed and maintained underground.

ARTICLE V: USES AND RESTRICTIONS

Section 1: Compliance with City Ordinances and Rules and Regulations. These covenants do not address many aspects of an Owner's use and ownership of his or her property. Nothing herein shall be construed to relieve or alleviate compliance with other applicable City ordinances regarding the use of property within City limits including, but not limited to, Ordinance No. 3501.

Section 2: Restrictions. Unless otherwise approved by the Architectural Control Committee, all construction shall be new and

must comply with all applicable building codes, rules, regulations and requirements, all applicable zoning laws and the minimum building standards as set forth in this Declaration.

Nuisances: No activity of a noxious or offensive nature may be conducted upon any Lot, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood.

Maintenance: All dwellings, buildings and other improvements are to be kept in a state of good general condition and repair at all times.

Antennas and Satellite Dishes: Television antennas are prohibited. The Architectural Control Committee must approve specialty antennas utilized for purposes other than television. Television satellite dishes may be allowed, but their location and the screening design must take into account adjacent Lot owners' views and the views from the public roadways. The Architectural Control Committee prior to any installation must give approval for the installation of satellite dishes. Satellite television dishes of eighteen (18) inches or less shall not require approval of the Architectural Control Committee.

Dumping/Trash: No Lot shall be used or maintained as a dumping ground for rubbish or junk, specifically junked vehicles, unlicensed vehicles, vehicles which are not in running condition or are in a state of disrepair or appliances and similar objects. Trash, garbage or other waste shall be kept only in sanitary containers. All sanitary containers or disposal equipment shall be of the type and kind that can be removed and/or emptied on a regular basis. No burning of grass, weeds, trash, construction materials, waste or any other material of any sort shall be allowed at any time. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon any Lot.

Business Activity: No business activity except home occupation uses as defined by the City of Cheyenne Zoning Ordinance and/or neighborhood business activity as allowed on designated Lots pursuant to City Ordinance 3501 (together with any supplements and/or

amendments thereto) shall be permitted upon any of the Lots subject to these covenants. To the extent business activities are permitted, nothing in this section shall be construed to relieve any person from compliance with any and all City and/or County zoning regulations or City Ordinance 3501 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.

Notwithstanding anything hereinabove to the contrary, the following businesses shall not be allowed as home occupations upon any Lot within the Subdivision:

a) Body or mechanic repair to include any modification, assembly or painting of motor vehicles and repair of internal combustion engines, or any business where the following services are carried out: general repair, engine rebuilding or reconditioning of motor vehicles, collision service such as body, frame and fender straightening and repair, painting and undercoating of automobiles and/or the sale of engine fuels, motor oils, lubricants, grease, tires, batteries and personal vehicles(s) – including maintenance, repair refurbishing, rebuilding.

b) 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.

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

Vehicles: All vehicles must be in running condition. Vehicles which are not in running condition or are in a state of disrepair, unlicensed, unused, stripped down, partially wrecked, immobile, or inoperative shall not be parked on any Lot or on the road in front of a residence or on the front driveway or anywhere within the Subdivision visible to the eye more than 24 hours at any given time or as a repeated practice. To the extent an Owner is working on a vehicle that is not in

running condition, such vehicle must be parked within a garage or outbuilding and out of the view of the public.

Vehicles in running condition should be parked on an Owner's Lot either on the driveway or in the garage as a matter of practice. No vehicles shall be habitually parked along any of the public roadways within the Subdivision except that street parking of private daily use passenger vehicles belonging to Owner and/or visitors at Owner's residence is permissible for periods not to exceed 72 hours.

The parking of trailers, campers, recreational vehicles, fifth wheels, snowmobiles, boats, boat trailers, ATV's, horse trailers, and other comparable vehicles, large or small, on the public roadway shall be limited to 72 hours. The parking and storage of such vehicles must be on the Owner's lot (preferably in a garage or outbuilding) or on designated off-street parking as may be designated in writing by the Committee. Truck-tractors and/or semi-trailers and/or commercial two axle vehicles, which are twenty (20) feet in length or greater are, not permitted to park anywhere within the Subdivision unless related to the movement of factory homes within the Subdivision.

Temporary Structures: No structure of a temporary character (such as a tent, shack, barrack, garage, barn or other outbuilding) shall be used on any Lot as a family dwelling, either temporarily or permanently. 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 structures whenever the same have been on a Lot for an unreasonable length of time. The expected use of a construction related tool or job site shed or shelter must be anticipated and so stated at the time of application to the Architectural Control Committee for approval of construction.

Signs: No sign of any kind shall be displayed to the public view on any residential Lot except as follows: One (1) typical double-faced real estate "For Sale," "For Lease" and/or "For Rent" sign per lot may be allowed provided it does not exceed an area of four (4) square feet per side. Signs for home occupations shall be in accordance with the general requirements for Home Occupation (Section 52.000 et. Seq. of

“The Cheyenne and Laramie County Zoning Ordinance 1988,” as amended). Signage for any other permitted use shall be in accordance with the relevant provisions of “The Cheyenne and Laramie County Zoning Ordinance 1988,” as amended.

Further Division Restriction: No Lot within the Subdivision may be further divided into smaller Lots without the express written consent of the Committee.

Easements: Easements as depicted on the recorded plat of JL Ranch (and any amendments and/or re-plats thereof) are therein granted for pedestrian access and for utilities and utility service purposes as provided for on said plat(s). Such easements include the right of ingress and egress and all such easements shall be covenants running with the land and binding upon all Lot owners and their successors in interest.

ARTICLE VI: LANDSCAPING

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

- A. Turf/Yards. Once a house has been constructed and/or placed upon a Lot by a builder, the builder shall be responsible for landscaping, including sprinkler system, and/or soil reclamation as required by architectural control committee. Said soil shall be covered with landscaping material including, but not limited to, sod or other acceptable landscaping elements such as rocks, wood chips, bark and mulched or graveled materials. Said soil may also be reseeded with a native turf mix or other grass of Owner’s choice. All new ground cover must be complete within nine (9) months after the new homeowner takes possession of the home. The use of drought resistant and/or low maintenance grass is encouraged for purposes of a groomed lawn. Trees, shrubs, and plants are also encouraged. If an Owner chooses to seed and/or sod a yard that necessitates sprinkler irrigation, the maximum size of any yard under irrigation shall not exceed 3,000 square feet unless approved by the committee in writing. Drip irrigation**

systems for trees and/or shrubbery are permitted without restriction. No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns, which exist through the Subdivision as a whole. Any proposed changes to the Subdivisions' natural or designed drainage patterns must be shown on any Lot owner's application for approval of construction and must include a complete written definition of all proposed drainage changes.

ARTICLE VII: ANIMALS

Section 1: Domestic Pets. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. Pets must be under the control of the owner at all times and will not be allowed to run free off the owner's Lot. No livestock or fowl of any kind shall be permitted on any Lot. A maximum of four (4) domestic pets of which not more than two (2) may be dogs will be allowed to reside at each Lot. All Lot owners shall insure that any pets kept by such Owner shall not be a nuisance to any other Lot Owner or resident. Owners shall prevent their pets from creating excessive noise and shall not allow pet waste to accumulate or be deposited on the property of others. Pet kennels or the Committee through application may permit dog runs; however, all such facilities shall be properly screened from the view of other Lot Owners and/or the roads, which serve the Subdivision.

ARTICLE IX: GENERAL PROVISIONS

Section 1: Enforcement And Remedies. These covenants, conditions and restrictions are for the benefit of any Lot Owner and may be enforced by any Lot Owner by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant(s). The enforcement by one or more affected Owner's is the preferred course of action. 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 should 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. Prior to filing any form of legal action, it shall be the obligation of the party proposing to file the legal action to offer the opportunity for mediation to resolve the problem. If the parties agree to attempt to mediate the matter, a mediator recommended by the Wyoming Agricultural and Natural Resource Institute, which is officed in the Wyoming State Department of Agriculture, will be selected by the parties to carry out the mediation attempt. The agreement to mediate will be voluntary.

The Committee and/or the Declarants (and their successors and assigns) also have the right, but not the obligation, to enforce these Covenants. Although it is a right, it is neither 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 violation of the covenants by another Owner.

Section 2: Duration of 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 at any time during the first twenty (20) years period by a written instrument executed by two-thirds (2/3) or more of the then record Owners. Any termination or amendments 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, an Owner shall be entitled to one (1) vote for each Lot 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 Lot.

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: Variances. 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 an extremely limited case-by-case basis. The Committee must approve any and all variances in writing.

Section 6: Neither Declarant, or any member of the Architectural Control Committee, or any member of B & L Land Company LLC. , Or any member of Barnard and Lowham LLC. Or Edward L Haak, individually or Paul Lowham, individually, or W.N. Barnard individually, or R.N. Barnard individually, or Miracle Valley Assembly of God Church or Ed Fugate, 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 the "Declaration of Protective Covenants" in its entirety including, but not limited to, the approval, disapproval, or failure to approve any plans, specifications or variance

IN WITNESS WHEREOF, Declarant has executed this

