

# **LARAMIE COUNTY CLERK** **BOARD OF COUNTY COMMISSIONERS** **AGENDA ITEM PROCESSING FORM**

1. Date of proposed action: July 5, 2005

2. Agenda item: County Final Plat and Subdivision Permit of Bear Paw Ranch, a replat of Lot One, Block One, A-Fork Equestrian Outpost and a portion of the W½ of Section 13 and a portion of the E½ of Section 14, T.15N., R.67W., 6<sup>th</sup> P.M., Laramie County, Wyoming (located at the west of and adjacent to I-25 Service Road, north of and adjacent to County Road 218 (Farris Road)).

3. Department: Development      Applicant: Gene Giffin and Kathleen Watt  
 Agent: John Steil, Steil Surveying Services, LLC

4. Notes: The Regional Planning Commission recommended approval of the Final Plat and Subdivision Permit by a unanimous vote of 8 to 0 at their June 6, 2005 meeting, with all staff conditions except #3. See the attached report for more definitive information.

5. Documentation: Sea. – Staff  
Report, Resolution and Map

6. Motion: Recommend approval

<b><u>COMMISSIONERS VOTE</u></b>	
<u>Knudson</u>	_____
<u>Ketcham</u>	_____
<u>Humphrey</u>	_____
<u>Action</u>	_____
<u>Postponed</u>	_____

## STAFF REPORT

### Bear Paw Ranch Summation

#### County Final Plat and Subdivision Permit

**CASE NUMBER:** F-05-22/B-05-09

**FILE CODE:** BEAR-BFP

**MEETING** June 6, 2005 - Planning Commission

**DATES:** July 5, 2005 - County Commissioners

#### Required documents submission:

All documents have been submitted and reviewed by staff.

#### Minimum requirements by law:

1. Payment of Community Facility Fees prior to signatures being place on the final plat map.
2. DEQ approval is required prior to signatures being placed on the final plat map.
3. The note on the final plat "PROPOSED PUBLIC MAINTENANCE OF INTERIOR ROADS" be changed to "NO PUBLIC MAINTENANCE OF INTERIOR ROADS" (boldly displayed)
4. Payment of 2004 property taxes prior to signatures being placed on the final plat map.
5. Legal enforceable documents defining open space ownership, perpetuation, use, maintenance, and administration shall be recorded in conjunction with the recording of the final plat map.

#### Staff recommendation:

6. The open space should be deeded to the tract owners in an undivided 1/39 interest. The open space should not be deeded to the homeowners association or open space association.

The Development Office recommends the final plat and subdivision permit proceed to the governing body with the listed conditions.

#### STAFF REPORT UPDATE (06/14/05):

At its June 6, 2005, meeting, the Cheyenne/Laramie County Regional Planning Commission recommended approval of the final plat and subdivision permit of Bear Paw Ranch by a unanimous vote of 8 to 0 with all staff conditions except #3.

## STAFF REPORT

### Bear Paw Ranch

#### County Final Plat and Subdivision Permit

**CASE NUMBER:** F-05-22/B-05-09

**FILE CODE:** BEAR-BFP

**PREVIOUS** Preliminary Plat:

**MEETING** March 7, 2005 - Planning Commission – Rec. Approval with conditions

**DATES:** March 15, 2005 – County Commissioners – Acknowledge Receipt

**MEETING** June 6, 2005 - Planning Commission

**DATES:** July 5, 2005 - County Commissioners

**OWNER:** Gene Giffin (307) 634-3459  
% BMW Enterprises, LLC  
2486 County Rd. 218  
Cheyenne WY 82009

**APPLICANT:** Daniel Laybourn (307) 421-2054  
691 East Powell Road  
Cheyenne WY 82009

**AGENT:** John Steil (307) 634-7273  
% Steil Surveying Services, LLC  
P.O. Box 2073  
Cheyenne WY 82003

**REQUEST:** County Final Plat and Subdivision Permit

**PURPOSE:** 39 five-acre tracts (residential with open space)

**LOCATION:**

(1) Legal Description: A replat of Lot One, Block One, A-Fork Equestrian Outpost and a portion of the W½ of Section 13 and a portion of the E½ of Section 14, T.15N., R.67W., 6<sup>th</sup> P.M., Laramie County, Wyoming

(2) General Location: West of and adjacent to I-25 Service Road, north of and adjacent to County Road 218 (Farris Road)

(3) Addresses: 1860 I-25 Service Road

(4) Map Page: I-6 County

**SIZE:** Total: 330.14-acres  
Residential Tracts: 39  
Smallest Tract (gross): 5-acres

Largest Tract:	5.57-acres
Average Tract Density (gross):	8.5-acres
Open Space Tracts:	2
Open Space Area:	127.37-acres
Right-of-way:	19.17-acres

**EXISTING ZONING:** N/A Outside the zoned boundary

**EXISTING LAND USE:** Agricultural

**PROPOSED LAND USE:** Residential Development (Open Space Design)

**RECOMMENDED LAND USE PER ADOPTED PLAN:** Low Density  
Rural/Agricultural (10-35 Acres) (ref: Laramie County Comprehensive Plan 2001).

<b>SURROUNDING LAND USE:</b>	<b>ZONING</b>	<b>ANNEXATION STATUS</b>
North: Agricultural	N/A	County
South: Agricultural	N/A	County
East: Agricultural	N/A	County
West: Agricultural/Residential	N/A	County

**DESCRIPTION OF SITE AND SURROUNDINGS:** A-Fork Equestrian Outpost was platted in 2001 as one lot consisting of 41.31-acres for a commercial equestrian center. The center was never built. An existing residence exists on this site known as 1860 I-25 Service Road. This residence is to remain and will be located on proposed Tract 39 of this development. The remainder of the site is vacant agricultural grassland. Surrounding land uses are noted above.

**AREA HISTORY:** Pronghorn Hills, immediately to the west of the southern portion of this development, was originally platted in 1993 consisting of 18 tracts with an average tract size of 5.5-acres. Kemper Estates, south of Pronghorn Hills and north of County Road 218, was originally platted in 2003 consisting of 2 lots with an average density of 14.57-acres.

**PLAT DATA:** The final plat includes approximately 330.14-acres. The plat is intended for 39 single family residential tracts and two open space tracts (Tracts 11 and 41). The tracts meet the criteria of Section 80.020(d)3b Open Space Design Option in the "low density area" of the Cheyenne – Laramie County Subdivision / Development Regulations 2000. This plat dedicates 23-feet of right-of-way for County Road 218 and 40-feet of right-of-way for County Road 219. FEMA 100-year flood plain runs through the site in two locations and has been incorporated into the proposed open space to be known as Tracts 11 and 41 within this development. Tract 11 splits the development into two parts. The southern portion includes 10 residential tracts with access from County Road 218 onto proposed Black Bear Court ending in two cul-de-sacs. The northern portion consists of 29 residential tracts with access from I-25 Service Road to an internal road system. DEQ approval is required prior to signatures being placed on the final plat map. Fire protection will be provided by Fire District #2. Each tract will be served by individual well and septic systems.

**SUBDIVISION PERMIT:** The applicant indicates in the draft covenants of Bear Paw Ranch Common Open Space that the open space area is provided for native plain and wildlife habitat conservation, preservation of visual values, preservation of natural drainage, erosion control, and passive recreational use by Subdivision Tract owners. The covenants establish the open space conservation area shall be perpetual and may not be altered or amended in any manner by Grantor, the Association or any Tract owner or owners. The common open space area shall be accessible only to the term "passive recreational used", includes, but is not limited to, hiking, picnicking, horse back riding and other uses which so not injure or scar vegetation, promote erosion, or interfere with wildlife use or riparian areas. The protective covenants also establishes that ownership of any tract within Bear Paw Ranch shall include membership in the Open Space Association and that the Association shall own, maintain, manage and insure certain real and personal property assets in, on and appurtenant to the Common Open Space, including fencing, parking areas, common trash disposal areas, walkways, paths and shrubs; enforce the Declaration; assess its members for the costs of its operations, for insurance, property taxes and other governmental assessments and for the costs of management and maintenance of common areas.

The Subdivision Permit application and financial commitment/requirements have been submitted by the applicant and fees in the amount of \$410.00 have been paid.

The map which locates the envelope for each tract's on-site small wastewater system has been submitted with the Subdivision Permit application. Section 80.020(d)3bv states that no final plat under this option shall be scheduled for consideration until a favorable recommendation has been provided to the Development Director by the Cheyenne-Laramie County Health Department.

**COMMUNITY FACILITY FEES:** Fees are assessed at \$50.00 per acre or \$9,180.00 (183.6 x \$50.00) for this filing. Those lands set aside for open space shall not be included in the assessment. Fees shall be payable in full at the time of the signing of the plat.

#### **REVIEWING AGENCY AND REVIEWERS COMMENTS:**

**DEQ:** DEQ Water Quality Rules & Regulations Chapter 23

The Wyoming Department of Environmental Quality (DEQ)/Water Quality Division (WQD) has reviewed this County Final Plat and Subdivision Permit application. Please be advised that as of this date, this agency has not yet received the required subdivision application described below. This being the case, the "DEQ NOTES" shown on the plat are not the official DEQ recommendations for this subdivision. The required study has not as yet been submitted for review. As requested, the DEQ/WQD provides the following comments:

1. As this proposed subdivision is not within any city limits it is subject to review by DEQ as specified by W.S. 18-5-306.
2. This legislation requires that the subdivision developer submit detailed information concerning the proposed water supply and wastewater plans to the DEQ in accordance with the requirements of the DEQ Water Quality Rules and Regulations Chapter 23.
3. The developer needs to retain Wyoming registered Professionals Engineers and Geologists to prepare these reports and submit three copies to the DEQ/WQD for review. The plans must be determined to be adequate before the DEQ can issue an opinion of "no adverse" findings.

**Environmental Health:** Laramie County Small Wastewater System Regulations. Wyoming Water Quality Rules and Regulations Chapter 23. This office strongly recommends that the DEQ subdivision review be completed and approved in accordance with section 7 of chapter 23 water quality rules and regulations prior to final approval of the subdivision. Any septic system shall have a 50' setback from all property lines and drainage easements. A complete USDA soil survey of the subdivision and a copy of the signed final plat shall be submitted to this office prior to the start of any construction.

**County Public Works Department:** Form 1 indicates public road system not county. Plat should reflect no public maintenance. This is in line with current county position.

**County Treasurer:** 2004 property taxes are delinquent. Taxes should be paid prior to approval of final plat and subdivision permit issued.

**County Attorney:** The open space should be deeded to the tract owners in an undivided 1/39 interest. The open space should not be deeded to the homeowners association or open space association.

**AGENCIES RESPONDING AND REVIEWERS WITHOUT COMMENTS:** County Assessor, Cheyenne MPO, Building Department, County Planner/Zoning

**AGENCIES AND REVIEWERS NOT RESPONDING:** Bresnan Communications, County Clerk, County Fire District #2, Laramie County Conservation District

**OTHER COMMENTS RECEIVED:**

encl: Final Plat Map  
Well & Septic Envelope Map  
Aerial  
Declaration of Protective Covenants, By-Laws and Articles of Incorporation  
Subdivision Permit packet

cc: Owner  
Agent  
County Planning/Zoning  
File (BEAR-BFP)

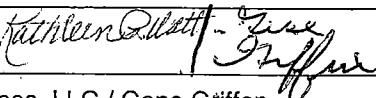
**BOARD POLICY:  
APPLICANT OR AGENT MUST ATTEND SCHEDULED MEETINGS**

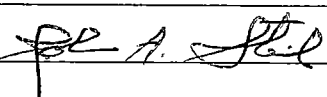
**SUBDIVISION PERMIT APPLICATION FORM**

Name of Subdivision:	Bear Paw Ranch		
Owner:	BMW Enterprises, LLC / Gene Giffin	Telephone	637-3459 630-3173
Owner's Address:	2486 Co. Rd 218, Cheyenne, WY 82009 1876 I-25 W. Service Road, Cheyenne, WY 82009		
(If several property owners, names and addresses of all must be given; attach separate sheet if necessary.)			
Applicant/Agent:	Daniel Laybourn	Telephone:	632-1816
Applicant/Agent's Address	691 East Powell Rd., Cheyenne, WY		
Legal Description of Area:	See description attached hereto		
Total Acreage:	330.14	Number of Lots:	
Address (if available) or Location Description:		NW of W. I-25 Service Road & north of Co. Rd 218	

I hereby certify that I am the owner, applicant or agent named herein and that I have familiarized myself with the rules and regulations with respect to the filing of this application and that the foregoing statements and answers contained on the application and attached map are true and accurate to the best of my knowledge.

**ORIGINAL SIGNATURES OF BOTH THE OWNER AND AGENT ARE REQUIRED FOR SUBMISSION OF THIS APPLICATION.**

SIGNATURE OF OWNER:		Date:	4-25-05
Print Name:	BMW Enterprises, LLC / Gene Griffin GRIFFIN		

SIGNATURE OF AGENT:		Date:	4-18-05
Print Name:	John A. Steil		



tion of Section 4, Township 13 North, Range 67 West of the 6th P.M., a replat of the Village West First Filing and a replat of Veta Tracts, Laramie County, Wyoming, more particularly described as follows: Beginning at a point on the west line of said Section 4 and the south line of that certain quitclaim deed recorded in Book 1752 at Page 169 from which the northwest corner of said Section 4 bears N.00°04'15"E., a distance of 133.80 feet; thence N.88°57'27"E., along said south line, a distance of 1170.22 feet; thence N.00°00'00"E., a distance of 70.47 feet to the south right-of-way line of Happy Jack Road; thence S.89°55'15"E., along said south right-of-way line, a distance of 80.00 feet; thence S.00°00'00"W., a distance of 68.90 feet to the south line of said certain quitclaim deed; thence N.88°57'27"E., along said south line, a distance of 948.93 feet; thence S.89°56'04"E., along said south line, a distance of 666.14 feet; thence N.00°00'00"E., a distance of 50.10 feet to the south right-of-way line of Happy Jack Road; thence S.89°56'35"E., along said south right-of-way line, a distance of 100.00 feet; thence S.00°00'00"W., a distance of 50.00 feet to the south line of said certain quitclaim deed; thence S.89°56'35"E., along said south line, a distance of 1088.30 feet; thence N.89°50'18"E., along said south line, a distance of 383.20 feet; thence N.00°00'00"E., a distance of 50.00 feet to the south right-of-way line of Happy Jack Road; thence N.89°50'18"E., along said south right-of-way line, a distance of 80.00 feet; thence S.00°00'00"W., a distance of 50.00 feet to the south line of said certain quitclaim deed; thence N.89°50'18"E., along said south line, a distance of 611.35 feet to the west line of Round Top Road; thence N.00°20'06"E., along said west line, a distance of 50.00 feet to the south right-of-way line of Happy Jack Road; thence N.89°50'18"E., along said south right-of-way line, a distance of 163.56 feet; thence S.00°23'06"W., a distance of 5005.63 feet to the north right-of-way line of Interstate 80; thence N.89°53'30"W., along said north right-of-way line, a distance of 159.17 feet; thence westerly along said north right-of-way line, a distance of 539.14 feet along a curve concave to the south, having a radius of 1576.40 feet and a central angle of 19°35'44" (chord bearing of S.80°03'39"W., chord distance of 536.52 feet); thence S.79°11'11"W., along said north right-of-way line, a distance of 416.42 feet; thence S.89°30'50"W., along said north right-of-way line, a distance of 4173.61 feet; thence westerly along said north right-of-way line a distance of 50.46 feet along a curve concave to the south, having a radius of 5929.60 feet and a central angle of 00°29'15" (chord bearing of S.89°16'08"W., chord distance of 50.46 feet) to the west line of said Section 4; thence N.01°19'22"E., along said west line, a distance of 2595.63 feet to the west quarter corner of said Section 4; thence N.00°04'15"E. along the west line of said Section 4, a distance of 2523.02 feet to the point of beginning. Containing 620.70 acres more or less.

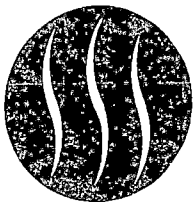
For more information about the Subdivision Permit review process, contact the City/County Development Office, 2101 O'Neil Avenue, Cheyenne, WY 82001, telephone number 637-6282.

March 31, April 4, 2005

#### PUBLIC NOTICE

Notice is hereby given that Cheyenne Laramie County Corporation for Economic Development (Cheyenne LEADS) 121 W. 15th Street, Suite 304, Cheyenne, WY 82001, intends to apply for a Subdivision Permit on property located as follows:

A tract of land situated in a por-



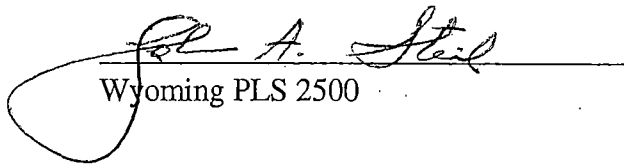
**Steil  
Surveying  
Services, LLC**  
*Registered Land Surveyors*

May 2, 2005

TO WHOM IT MAY CONCERN:

COUNTY OF LARAMIE     )  
  ) SS  
STATE OF WYOMING     )

I, John A. Steil, Registered Professional Land Surveyor in the State of Wyoming, hereby certify that the proposed subdivision of Bear Paw Ranch complies with all applicable zoning or land use regulations to the best of my knowledge.

  
Wyoming PLS 2500

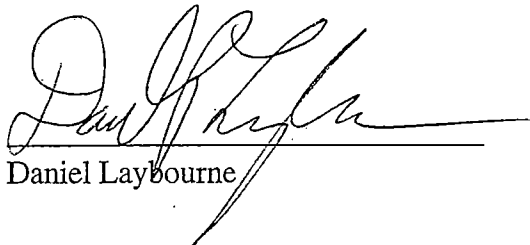
May 2, 2005

RE: Bear Paw Ranch

TO WHOM IT MAY CONCERN:

We intend to dedicate the right-of-way and construct Black Bear Court, Hugh Glass Trail, Carina Court, Grizzley Gulch, Silver Tip Drive and Giffin Gulch to Laramie County standards and to be maintained by the Laramie County upon acceptance.

Sincerely,



Daniel Laybourne

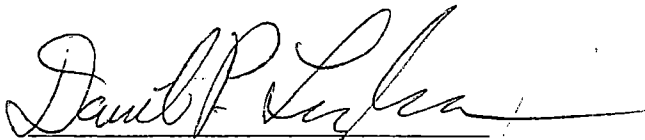
May 2, 2005

RE: Bear Paw Ranch

TO WHOM IT MAY CONCERN:

The purpose of this letter is to confirm that Daniel Laybourne, developer of Bear Paw Ranch intends to pay the appropriate Community Facility Fee at the appropriate time to the proper authority, computed on the basis of \$50.00 per acre for 200.8 acres which equates to \$10,040.00 for Bear Paw Ranch.

Sincerely,



Daniel Laybourne



# CHEYENNE STATE BANK

101 West 19th Street ♦ Post Office Box 447 ♦ Cheyenne, Wyoming 82003  
307-634-8844 ♦ Fax 307-634-3110

Douglas Finch  
Director

May 3, 2005

James Rauzi  
Director

Laramie County Development Office

Ted Simola  
Founder  
Chairman of the Board

Laramie County Courthouse  
Cheyenne, Wyoming

Bart Trautwein  
Director

RE: Bear Paw Ranch LLC  
Bear Paw Ranch Subdivision

Bill Starrs  
Director  
President

To Whom It May Concern:

Cheyenne State Bank has been working with Bear Paw Ranch, LLC on their proposed development of Bear Paw Ranch. The Line of Credit amount for Bear Paw Ranch LLC will be in the range of \$1,350,000 for the purpose of developing The Bear Paw Ranch Subdivision.

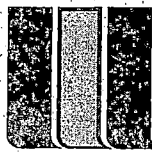
Our commitment for letter of credit is contingent upon the following:

- 1) Finalization of paper work with Bear Paw Ranch, LLC
- 2) Bear Paw Ranch, LLC's successful acquisition of the property
- 3) Laramie County's approval of the project
- 4) Proper collateralization of the Letter of Credit (if required)
- 5) Appraisal of project

As to date all indications are moving forward towards a final approval. Any questions or concerns please call me at 634-3849.

Sincerely,

Tad Stumpf  
VP Commercial Loans



WYC WING  
EMPLOYEES  
FEDERAL CREDIT UNION



March 28, 2005

Eugene R Giffin  
1876 I-25 West Service Road  
Cheyenne WY 82009

Dear Mr. Giffin:

This letter is to confirm that Wyoming Employees Federal Credit Union has established a line of credit for you in the amount of \$100,000.

If you require additional information regarding the line-of-credit please call me at 633 6412.

Sincerely,

Beverly Dowling  
Real Estate Manager

223 Warren Avenue  
O. Box 548 (82003)  
Cheyenne, WY 82001  
307-635-7878  
Fax: 307-635-7707

349 E. Lincolnway  
O. Box 548 (82003)  
Cheyenne, WY 82001  
(In 2004)

873 Main Street  
P.O. Box 89  
Lander, WY 82520  
307-332-3120  
Fax: 307-332-2254

10 N. Center, Ste. #4  
P.O. Box 4131  
Jackson, WY 83001  
307-734-8034  
Fax: 307-732-0668

1208 W. Spruce  
P.O. Box 1018  
Rawlins, WY 82301  
307-324-2024  
Fax: 307-324-6602

[www.wyo.org](http://www.wyo.org)

1-800-726-5644



Proposed Land Purchase and Development Costs for Bear Paw Ranch

Details:

Land Purchase	\$ 960,000.00
Survey & Plat 41 Tracts	22,550.00
Road Construction: 10480 Lin. Ft.	214,000.00
Culverts and reclamation	
Engineering	25000.00
Electric	101,493.00
Community Facility Fees	10,150.00
Water Engineering	10,000.00
Telephone	27,000.00

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Sub totals	\$ 1,370,193.00
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Asphalt Paving Proposal	\$ 378,000.00
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Grand Total	\$ 1,748,193.00
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Funds Available

Seller Carry	\$ 100,000.00
Gene Giffen Share	100,000.00
Line of credit	1,350,000.00
Bear Paw LLC funds	
Available	198,193.00

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\$ 1,748,193.00
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A handwritten signature in black ink, appearing to be 'D. Giffen', is located in the bottom right corner of the document.

# LARAMIE COUNTY ABSTRACT & TITLE CO.

1819 Warren Avenue, Cheyenne, Wyoming 82001  
(307) 634-7779 Toll Free (877) 461-0048 FAX (307) 634-6817

## OWNER AND ENCUMBRANCE REPORT

FILE NUMBER: OE-12821-05

### DESCRIPTION:

#### Parcel 1:

Lot 1, Block 1, A-Fork Equestrian Outpost, according to the official plat filed for record in Laramie County, Wyoming

#### Parcel 2:

A tract of land situated in a portion of the W1/2W1/2 of Section 13, Township 15 North, Range 67 West of the 6th p.m., Laramie County, Wyoming, more particularly described as follows:

Commencing at the northwest corner of said Section 13; thence S. 00 degrees 07'48" W., along the west line of said Section 13, a distance of 1739.80 feet to the point of beginning; thence continuing S. 00 degrees 07'48" W., along said west line, a distance of 983.31 feet to the west quarter corner of said Section 13; thence S. 00 degrees 07'45" W., along the west line of said Section 13, a distance of 726.97 feet; thence N. 85 degrees 57'30" E., a distance of 937.33 feet to the westerly right-of-way line of I-25 Service Road; thence N. 13 degrees 58'32" W., along said westerly right-of-way line, a distance of 1694.37 feet; thence N. 90 degrees 00'00" W., a distance of 521.94 feet to the point of beginning. Less that portion platted into A-Fork Equestrian Outpost, Laramie County, Wyoming records.

#### Parcel 3:

A tract of land situated in a portion of the NE1/4NE1/4 of Section 14, Township 15 North, Range 67 West of the 6th p.m., Laramie County, Wyoming, more particularly described as follows:

Beginning at the northeast corner of said Section 14; thence S. 00 degrees 07'48" W., along the east line of said Section 14, a distance of 1244.43 feet; thence N. 89 degrees 26'49" W., a distance of 1480.71 feet; thence N. 00 degrees 07'48" E., a distance of 1244.43 feet to the north line of Section 14; thence S. 89 degrees 26'49" E., along said north line, a distance of 1480.71 feet to the point of beginning.

And a portion of land in Sections 13 and 14, Township 15 North, Range 67 West of the 6th p.m., Laramie County, Wyoming, being more particularly described as follows:

Beginning at the northwest corner of Section 13; said corner being a 2" Brass Tablet set in anchor cement in the original stone as per State of Wyoming corner record filed by Paul A. Reid, Wyoming P.L.S. 2927; thence S. 0 degrees 08'50" W., along the west line of said Section 13, a distance of 2723.22 feet to the west quarter corner of said Section 13, said corner being a found 3 1/4 domed aluminum cap as per Wyoming Corner record filed by Paul A. Reid, Wyoming P.L.S. 2927; thence continuing along the west line of said Section 13, S. 0 degrees 08'44" W., a distance of 727.05 feet to a set 2" aluminum cap marked "Wyoming P.L.S. 2927"; thence N. 85 degrees 58'33" E., 937.38 feet to a point, said point being monumented with a 2" aluminum cap marked "Wyoming P.L.S. 2927" and also being a point in the west line of those lands contained in Warranty Deed noted in Book 586, Page 368, Laramie County Clerk records; thence N. 13 degrees 57'31" W., along the west line of those lands conveyed in said Warranty Deed, a distance of 3487.81 feet to a point said point being monumented with a 2" aluminum cap marked "Wyoming P.L.S. 2927" and being a point in the north line of said Section 13; thence S. 89 degrees 44'14" W., along the north line of said Section 13, a distance of 84.89 feet to the beginning of this description. Less that portion in Warranty Deed recorded February 12, 2001, in Book 1578, Page 1077, Laramie County, Wyoming records.

### APPARENT RECORD OWNERS AS SHOWN IN THE LARAMIE COUNTY TRACT INDEX:

#### Parcel 1 and Parcel 2:

BMW Enterprises, LLC

#### Parcel 3:

Gene Giffin



**MORTGAGES OF RECORD AS SHOWN IN THE LARAMIE COUNTY TRACT INDEX:**

Mortgage dated February 9, 2001, recorded February 12, 2001, in Book 1578, Page 1078, Laramie County, Wyoming records, from BMW Enterprises Limited Liability Company, to Wyoming Bank & Trust, securing the original sum of \$45,000.00.

Mortgage dated November 9, 2001, recorded November 20, 2001, in Book 1620, Page 1450, Laramie County, Wyoming records, from BMW Enterprises Limited Liability Company, to Wyoming Bank & Trust, securing the original sum of \$69,030.50.

**DISTRICT COURT, FIRST JUDICIAL DISTRICT, LARAMIE COUNTY, WYOMING:**

None

**UNITED STATES DISTRICT COURT, DISTRICT OF WYOMING:**

None

**UNITED STATES FEDERAL BANKRUPTCY COURT, DISTRICT OF WYOMING:**

None

**LIENS (Miscellaneous):**

None

**FEDERAL TAX LIENS:**

None

**TAXES:**


Taxes for the year of 2004 in the amount of \$285.65, appear to be not paid, for Schedule Number 11397000100010.(Parcel 1.)

Taxes for the year of 2004 in the amount of \$220.18, appear to be not paid, for Schedule Number 00015006713021.(Parcel 2.)

Taxes for the year of 2004 in the amount of \$827.44, appear to be paid in full, for Schedule Number 00015006713022.(Parcel 3.) ASSESSED WITH OTHER PROPERTY.

Dated this 21st day of March, 2005 at 8:00 a.m.

LARAMIE COUNTY ABSTRACT AND TITLE CO.



Sharon E. Radomicki, President

Cathie A. Merrick, Office Manager/Title Officer

Laramie County Abstract and Title Co. in causing this Certificate to be signed, assumes no liability for the accuracy or correctness of said Certificate except for the cost of the same.



## LARAMIE COUNTY PROPOSED ROAD STATUS FORM #1



**CITY/COUNTY DEVELOPMENT OFFICE**  
2101 O'NEIL AVENUE Suite 202 Cheyenne, WY 82001  
(Phone) 307-637-6310 (Fax) 307-637-6366

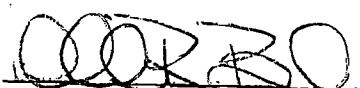
Subdivision Name: Bear Paw Ranch

Applicant/Agent: Daniel Laybourn

Date: January 3, 2005

Form must be submitted with the preliminary and final plat application. The form must be signed by an authorized County representative.

	Private Roads	Public Dedication of Roads	County Roads
	Roads: _____ _____ _____ _____ _____	Roads: <u>Grizzly Gulch</u> <u>Silver Tip Drive</u> <u>Corina Court</u> <u>Hugh Glass Trail</u> <u>Black Bear Drive</u> _____ _____	Roads: _____ _____ _____ _____ _____
Proposed Maintenance & Construction	<input type="checkbox"/> Private Maintenance <input type="checkbox"/> County Standards <input type="checkbox"/> Other Standards (identify)*	<input type="checkbox"/> Private Maintenance <input checked="" type="checkbox"/> County Standards <input checked="" type="checkbox"/> Other Standards (identify)* Paved	<input type="checkbox"/> Public Maintenance <input type="checkbox"/> County Standards
Improvement Proposal	<input type="checkbox"/> Build prior to final plat signature or <input type="checkbox"/> Financial guarantee Form 2	<input type="checkbox"/> Build prior to final plat signature or <input checked="" type="checkbox"/> Financial guarantee Form 2	<input type="checkbox"/> Build prior to final plat signature or <input type="checkbox"/> Financial guarantee Form 2

  
Don Beard  
County Public Works Director or Representative

still need to review  
Design and construction  
standards

MISCELLANEOUS RECEIPT  
LARAMIE COUNTY TREASURER - Cheyenne, Wy.

Misc Receipt Nbr: 62986

Batch Number: 232

Date: 8/19/2005

Received from/Description  
BEAR PAW RANCH, LLC/COMMUNITY FACILITIES FEES

Entered by: DRC

Amt: 9,180.00

Check Amt: 9,180.00

Cash In/Out Amt: .00

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RESOLUTION NO. 050705-36

**ENTITLED: "A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF COMMISSIONERS FOR LARAMIE COUNTY, WYOMING, AND THE COUNTY CLERK, TO SIGN A FINAL PLAT AND SUBDIVISION PERMIT OF BEAR PAW RANCH, A REPLAT OF LOT ONE, BLOCK ONE, A-FORK EQUESTRIAN OUTPOST AND A PORTION OF THE W½ OF SECTION 13 AND A PORTION OF THE E½ OF SECTION 14, T.15N., R.67W., 6<sup>TH</sup> P.M., LARAMIE COUNTY, WYOMING (LOCATED WEST OF AND ADJACENT TO I-25 SERVICE ROAD, NORTH OF AND ADJACENT TO COUNTY ROAD 218 (FARRIS ROAD))."**

**WHEREAS**, Gene Giffin and Kathleen Watt, BMW Enterprises, LLC and John Steil, Steil Surveying Services, LLC, have subdivided said land in accordance with the statutes in such cases made and provided; and

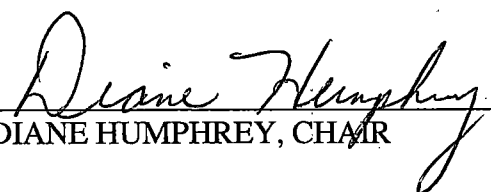
**WHEREAS**, the owners, Gene Giffin, and individual and BMW Enterprises, LLC, a Wyoming Limited Liability Company, of the above described land, has caused a subdivision plat of said land to be made, acknowledged, and certified, particularly describing the tracts, easements, and rights-of-way; and

**WHEREAS**, the above described subdivision plat and permit have been presented to the Cheyenne-Laramie County Regional Planning Commission for consideration and has been recommended for approval to the governing body and the plat has been duly executed by the Cheyenne-Laramie County Development Office; and


**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR LARAMIE COUNTY, WYOMING, THAT** the subdivision described as Bear Paw Ranch, a replat of Lot One, Block One, A-Fork Equestrian Outpost and a portion of the W½ of Section 13 and a portion of the E½ of Section 14, T.15N., R.67W., 6<sup>th</sup> P.M., Laramie County, Wyoming, be and the same hereby is approved and confirmed as presented, and that the Chairman of the Board of Commissioners and the County Clerk for Laramie County, Wyoming, be and are hereby authorized, empowered, and directed to execute said plat when BMW Enterprises provides an appropriate financial guarantee or letter of credit which is acceptable to Laramie County for completion of all interior roads when Community Facility Fees are paid in full.

**PRESENTED, READ AND ADOPTED THIS** 5<sup>th</sup> **DAY OF**

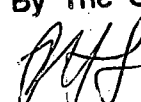
July, 2005.

  
DIANE HUMPHREY, CHAIR

(SEAL)  
ATTEST:

  
DEBRA K. LATHROP, COUNTY CLERK

Received And Approved  
As To Form Only  
By The County Attorney

 **COPY OF RECORD**

development  
c: 000000  
Planning  
attorney

STATE OF WYOMING     )  
                                   ) SS:  
 COUNTY OF LARAMIE    )

JUN 07 2005

**GENE GIFFIN AND BEAR PAW RANCH LLC**  
**To**  
**THE PUBLIC**

OFFICE OF CHEYENNE  
 DOCUMENT DEPOSIT

**DECLARATION OF PROTECTIVE COVENANTS**  
**FOR**  
**BEAR PAW RANCH**

KNOW ALL MEN BY THESE PRESENTS, that Gene Giffin, an individual and owner of Tracts 31 through 35 and BEAR PAW LLC, a Wyoming Limited Liability Corporation organized under the laws of the State of Wyoming, owner of Tracts 1 through 10, 12 through 30 and 36 through 40, being the owner in fee simple of all the real property in the subdivision known as BEAR PAW RANCH, 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 Bear Paw Ranch, subdivision.

Section 2: Scope. This Declaration of Protective Covenants applies to all of Tracts 1 through 10 and 12 through 40, in Bear Paw Ranch, a subdivision situated in a portion of the West Half (W1/2) of Section 13 and a portion of the East Half (E1/2) of Section 14, Township 15 North, Range 67 West of the 6<sup>th</sup> 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 Gene Giffin and the members of BEAR PAW, LLC executing this Declaration of Protective Covenants.

Section 3: "Owners" 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 BEAR PAW RANCH, subject to this Declaration of Protective Covenants (as described above in Article I, Section 2).

**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. Notwithstanding the aforementioned, for purposes of this section, the following activities upon any Tract shall be deemed a nuisance per se: discharging fireworks; discharging firearms and/or hunting; leaving any trash containers out in the open, see Section 5; operating all-terrain vehicles (ATVs) or other off-road recreational vehicles within the Subdivision (except upon the public roadways if properly licensed and observing all traffic laws or upon the Tract owned by the owner of the vehicle in a manner so as not to disturb the serenity of the area).

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:

- A. There shall be no offensive noises, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line.
- B. No storage or display of business materials, goods, supplies, or equipment tractors and/or other heavy equipment shall be visible from the outside of any structure located on the property.
- C. There shall be only incidental sales of stocks, supplies or products to customers and/or clients on the premises; however, catalogue, postal and/or telephone sales are permitted. Retail trade or any other business activity involving customer traffic on a non-incidental basis is prohibited.
- D. Employees working on the site of the home occupation shall only be bonafide and full-time residents of the home dwelling, which is situated on the Tract.
- E. Notwithstanding anything hereinabove to the contrary, the following businesses shall not be allowed as home occupations upon any Tract 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: 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 accessories. This exclusion is not intended to prohibit an Owner from working on his/her own personal vehicle(s) – including maintenance, repair,

refurbishing, rebuilding – as long as such activity is within a completely enclosed garage or outbuilding which completely screens the sight and sound of the activity from adjoining property.

b. Massage parlors/Technicians.

c. 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 and will not be outside an enclosure except on the day the trash is to be collected. Any dumpsters or trash containers kept in sight of any main roadway shall be inside an architecturally compliant enclosure. No outdoor burning of trash or any other rubbish is permitted. A Tract Owner bears the responsibility to ensure at all times that no trash, debris or material of any kind be allowed to blow off 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 Recorded Record of Survey. No vehicles of any type which are not owned and registered with the current record owner of said Tract shall be parked outside on a long term, seasonal or storage basis on any Tract. It is encouraged that RVs 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 vehicle 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 are prohibited. Commercial two-axle vehicles, which are twenty (20) feet in length or greater are, not permitted to park anywhere within the Subdivision.

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: Temporary Structures. No structure of a temporary character (such as a tent, shack, barrack, garage, barn or other outbuilding) shall be used on any Tract as a family dwelling, either temporarily or permanently. Approval for a storage shed may be requested of the then authorized Architectural Control Committee for Bear Paw Ranch.

Section 10: Signs. No sign of any kind shall be displayed to the public view on any Tract except as follows: (1) The signs advertising the initial offering of Bear Paw Ranch; (2) One sign of not more than five square feet advertising the property for sale or rent; and (3) Signs of no more than 32 square feet used by a builder to advertise the property during the construction period only.

Section 11: Single Family Homesites/Further Division Restriction. No structure other than one private single-family dwelling together with a private garage and/or appropriate outbuildings and barns as provided for herein after shall be erected, placed, or permitted to remain on any of the Tracts. **No Tract within the Subdivision may be further divided into smaller Tracts.**

Section 12: Antennas and Satellite Dishes. One (1) television antenna (and/or a specialty antenna utilized for purposes other than television) is acceptable provided the same is less than twenty-five feet (25') in height, and which such signal shall not interfere with any neighbor. Television satellite dishes two feet (2') or less in diameter which are affixed to a home, or which is situated within twelve feet (12') of the side of a home, is acceptable without prior Architectural Control Committee approval.

#### **ARTICLE IV: ARCHITECTURAL CONTROL**

Section 1: Architectural Control Committee. An Architectural Control Committee for the Subdivision is hereby constituted. The initial Architectural Control Committee shall consist of Daniel P. Laybourn, Paul Maxwell and Trig Domson. All notices to the Committee required herein shall be sent to:

Architectural Control Committee–Bear Paw Ranch  
C/O Daniel Laybourn  
P.O. Box 2325  
Cheyenne, Wyoming 82003

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, 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 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 or barn which shall include the following information: square footage, floor plan, drawings of exterior elevations of the structure, and specifications describing the 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 the 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, materials and designs); the proposed location of the home or outbuilding in relation the topography, the roads, and the adjacent Tracts; and conformity and harmony of the proposed home or outbuildings and/or the use of the Tract with the intent and spirit of 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 construction begins, any home or improvements 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 the Committee establishes a longer period at the time of the approval of the construction plans.

## **ARTICLE V: 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 seventeen hundred (1700) 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 two thousand (2000) square feet. Said minimum square footage standards are exclusive of basements, walkout basement, porches, terraces and attached garages.

Section 3: Additional Criteria for Home Exterior: 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 surface covered with appropriate masonry, stone, and/or dryvit® (or similar type of exterior insulated finish system), exclusive of fireplace chimneys. Roofing materials must be approved by the Committee

and may include "T-lock" and/or laminated asphalt shingles with minimum twenty-five year manufacturer warranty. Shake shingles, Woodruff® shingles (or equivalent brand), tile, or other roofing products are approved by the Committee.

Section 4: Attached Garages. All dwellings on any Tract shall have no less than a three (3) car attached garage.

Section 5: Location and Orientation of Improvements/Minimum Building Setbacks. 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 maximum 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 there on 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 proper orientation of a home upon a Tract, any home shall (unless otherwise approved by the Committee) be situated upon a Tract so that the front elevation of the home generally faces the road from which the home is accessed. There are several Tracts, which 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 maximum degree of symmetry, harmony and balance among all improvements, situated within the recorded Subdivision. Additionally, the Committee may consider the topography of a Tract, which merits the orientation of a home in a manner other than described in this paragraph.

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. The minimum setbacks for the front of all Tracts (Except those Tracts listed below) shall be no less than one hundred and twenty (120) feet. The minimum setbacks for the sides of all Tracts shall be no less than ninety (90) feet. The minimum setbacks for the rear of all Tracts shall be no less than ninety (90) feet, unless otherwise approved in writing by the Committee.

Variances to the front and side setback requirements as set forth hereinabove may be granted by the Committee on a case-by-case basis.

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 homesite subject to the following considerations: An Owner combining two or more Tracts as a homesite 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 setback 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 V, Sections 6 and 7 hereinafter). Similarly, an Owner who has combined two or more Tracts as a homesite 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. The interior lot lines of said combined parcel may be disregarded and the applicable setbacks shall be computed from the exterior lot lines of said combined parcel.

Section 6: Outbuilding. 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 thirty-two hundred (3200) square feet and the maximum height of the sidewalls and/or eaves of any outbuilding shall be fourteen (14) 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 proceed, but may be contemporaneous with, or subsequent to, the construction of the residence. In any event, no 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) does not apply with respect to outbuildings. The Committee shall permit engineered, prefabricated metal buildings subject to approval.

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 twenty-four hundred (2400) square feet and the maximum height of the sidewalls and/or eaves of any barn/stable facility shall be twelve (12) 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 proceed, 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. The Committee shall permit engineered, prefabricated metal barns subject to approval.

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. The approach must be permitted and built to county standards for Laramie County, Wyoming. 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. After completion of the

construction and after the oil has been applied to the interior roads the approach to the residence must be an oiled or concrete road and approval of the Architectural Control Committee is required.

Section 9: Interior Access to Tracts. All Tracts within the Subdivision shall be accessed off of the interior roadways situated within the subdivision.

Section 10: Utility Connections. All utility lateral and/or service extensions from the main line to the home and/or other improvements shall be underground.

Section 11: 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 barbed wire, sheep wire, or steel "T-posts" unless approved by the Committee. Owner must keep fencing in a 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 1<sup>st</sup>, and shall be removed by June 1<sup>st</sup>, of any calendar year.

Section 12: Maintenance of Homes and Improvements. All Owners shall maintain or provide for the maintenance of homes and improvements upon their Tracts. 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 13: 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 the Committee determines "close proximity") to the dwelling already existing, under construction, or previously approved for construction.

Section 14: Outside Flood/Area Lights. Unless otherwise approved by the Committee, only one (1) freestanding light pole for automatic all-night flood/area lighting, of the type available through Cheyenne Light, Fuel and Power, is acceptable on any Tract. This paragraph is not intended to otherwise prohibit other exterior lighting incidental and/or attached to homes, outbuildings and /or barns.

Section 15: 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 VI: LANDSCAPING**

Section 1: Landscaping. In order to enhance each Tract and homesite 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 that 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 from trees such as used tires or as otherwise determined by the Committee shall be permitted. 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 phases, 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. The use of drought-resistant and/or low-maintenance grass is encouraged for purposes of a groomed lawn. Trees, shrubs, or other landscaping elements such as rocks, wood chips, bark and mulched or graveled materials are also acceptable. 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 fifteen thousand (15,000) square feet. Drip irrigation systems for trees and/or shrubbery are permitted without restriction.

**All Tract Owners shall be encouraged to comply with any watering restrictions that the City of Cheyenne or Laramie County Officials may deem appropriate.**

## **ARTICLE VII: 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 of and 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 recorded Subdivision subject to the following conditions and requirements:

No more than a total of four (4) horses and/or llamas, collectively, may be kept for recreational only purposes on each Tract. The maximum number of horses and/or llamas per tract may 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 Tract permitted, adequate barn/stable facilities and adequate non-grazing feeding arrangements must first be demonstrated to and approved by the Committee. Under no circumstances shall extreme and/or severe grazing be permitted. The boarding of any animals not belonging to the Owner of the Tract is prohibited. The operation of commercial stables and/or riding arenas is prohibited. Approved barns/stables and/or corrals shall be maintained in compliance with the lawful sanitary regulations. Riding arenas, 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 swine, chickens 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 Committee.

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

## **ARTICLE VIII: EASEMENTS**

Section 1: Utility Easements. Utility easements as shown on the recorded plat for Bear Paw Ranch 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. Said utility easements as depicted on the recorded plat for Bear Paw Ranch, are sixteen (16) feet wide on front Tract lines (along roads) and centered on rear Tract lines and side Tract lines – eight (8) feet on each side of the Tract line – unless otherwise noted on the recorded plat.

**NOTHING IN THIS PROVISION SHALL BE CONSTRUED BY AN OWNER TO ALLEVIATE THE RESPONSIBILITY TO PROCURE, AT HIS/HER EXPENSE, LIABILITY INSURANCE FOR INJURY, DEATH, OR DAMAGE OCCURRING ON HIS/HER TRACT.**

Section 2: Drainage Easements. Drainage easements as shown on the recorded plat for Bear Paw Ranch, are granted within the Subdivision. Said drainage easements encompass the approximate special 100-year flood area as established by FEMA. No improvements of any kind shall be permitted within said easements except for fencing and underground utility facilities within the utility easements. Additionally, no obstruction and/or revision of the natural drainage basin are permitted.

## **ARTICLE IX: 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, or for 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 a different provision within 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 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 recorded 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, an 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.

Sections 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.

Sections 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: No Liability. Neither Declarants, any member of the Architectural Control Committee, Bear Paw Ranch, Bear Paw LLC, Daniel Laybourn, 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, specifications or variance.**

IN WITNESS WHEREOF, this Declaration of Protective Covenants has been executed this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

**GENE GIFFIN AND BEAR PAW RANCH, LLC, Grantor**

GENE GIFFIN

\_\_\_\_\_  
Gene Giffin

BEAR PAW RANCH, LLC

\_\_\_\_\_  
Daniel Laybourn

STATE OF WYOMING    )  
                                  ) SS:  
COUNTY OF LARAMIE    )

The foregoing "Declaration of Protective Covenants for Bear Paw Ranch was acknowledged before me by Daniel Laybourn in his capacity as owner, member and/or officers of the respective LLC this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

Witness my hand and official seal.

Notary Public

My commission expires:

STATE OF WYOMING    )  
                                  ) SS:  
COUNTY OF LARAMIE    )

The forgoing "Declaration of Protective Covenants for Bear Paw Ranch was acknowledged before me by Gene Giffin this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

Witness my hand and official seal.

Notary Public

My commission expires:



**GENE GIFFIN AND BEAR PAW RANCH LLC** **CITY OF CHEYENNE**  
**To** **DEVELOPMENT DEPARTMENT**  
**BEAR PAW COMMON OPEN SPACE**  
**ASSOCIATION, INC.**

and shrubs; enforce this Declaration; assess its members for the costs of its operations, for insurance, property taxes and other governmental assessments and for the costs of management and maintenance of common areas; 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 Common Open Space. The administration of the Association shall be in accordance with the provisions of this document, the Articles of Incorporation and with the By-Laws of the Association.

The initial assessment to be imposed upon Members shall be determined by the Association's operations, insurance, property taxes and other governmental and the costs of management and maintenance of the common areas. Determination of the due dates and amount of assessments shall be made on at least an annual basis at a regular meeting of the Association. Grantor shall pay such assessment for each Tract held by it from and after the date of recording of this Declaration. All Individual Assessment Notices sent to Members shall itemize each such cost and the Member's proportionate share of such total cost amount.

For purposes of *ad valorem* and/or real property taxes assessed against the Common Open Space by Laramie County and/or the State of Wyoming, every individual Member shall be responsible for payment of their proportionate share of such taxes to the Association, calculated by dividing the total number of Tracts owned by a Member within the Subdivision by the total number of Tracts within the Subdivision (exclusive of the Common areas). For example, if there are thirty-nine (39) Tracts within the Subdivision (exclusive of the Common Areas) and a Member holds title to one (1) Tract, his or her proportionate share shall be one thirty-ninth (1/39) of the total tax assessment ("Individual Tax Assessment"). **THE FAILURE OF A MEMBER TO REMIT PAYMENT OF HIS PROPORTIONATE SHARE OF ANY AND ALL AD VALOREM AND/OR REAL PROPERTY TAXES TO THE ASSOCIATION SHALL SUBJECT THE TRACT(S) OF SUCH NON-PAYING MEMBER TO THE AUTOMATIC LIEN PROVISIONS OF WYO. STAT. 39-13-108(d) FOR SUCH UNPAID PROPORTIONATE ASSESSMENTS, INCLUDING THE ADVERTISEMENT AND SALE OF SUCH TRACT OF TRACTS TO SATISFY UNPAID AD VALOREM AND/OR REAL PROPERTY TAXES.**

3. Restrictive Use. Prohibited uses of and actions on the Common Open Space include, but are not limited to:

- A. Planting trees, shrubs, etc. in the Common Open Space by any person other than the Board of Directors of the Association or a person acting under authority granted to them by the Board of Directors of the Association;
- B. Locating, construction or storing of objects of any kind such as sheds, playhouses, fences, toys, vehicles, tools, garden equipment, etc. in the Common Open Space;
- C. Injuring or scaring vegetation, promoting erosion, or interfering with wildlife use or riparian areas of the Common Open space other than those actions deemed appropriate by the Board of Directors of the Association necessary for healthy management of the Open Space ecosystem;
- D. Dumping of any kind, including disposal of tree branches, brush, grass clippings, trash, yard waste, debris or horse waste in the Common Open Space;

- E. Entering upon the Common Open Space with construction or delivery vehicles to access Tracts. In circumstances where no other alternatives for access exist and material damage will not occur, the Association may consider granting temporary access privileges to a Member or his or her agents upon the written request of the Member. Monetary cost to Members is not a justifiable reason for access privileges. The Member must agree to indemnify and hold the Association harmless from any resulting damage or injury. The Member is responsible for all personnel costs including arborists, engineers, consultants, and any and all costs incurred for restoration of the Common Open Space to its original condition, and may, at the discretion of the Association, be required to place a deposit with the Association to ensure compliance;
  - F. Use or operation of motorcycles, ATVS, and any other motorized vehicles or equipment or motorized model airplanes or model cars;
  - G. Discharging firearms or fireworks from or onto the Common Open Space and lighting sparklers, pop bottle rockets or any other incendiary device;
  - H. Igniting or causing any fire on the Common Open Space (fire pits, stoves or grates are not permitted);
  - I. Any activity or conduct that has any potential of damaging the Common Open Space, its plants or animals, its riparian or wetland areas or that may cause noise or disruption to Members;
  - J. Discharging and/or use of any firearms within the Common Areas, including without limitation, rifles, pistols, shotguns, pellet guns, BB guns or any other device of like kind and/or nature; and/or
  - K. Hunting or harvesting of any animal, of any kind, type or nature, from within the Common Open Space or as may cross through and/or over the Common Open Space.
4. Outbuildings. No shed, lean-to, canopy or other structure shall be constructed or permitted on the Common Open Space, other than any structures owned and built by the Board of Directors of the Association deemed necessary for management of the Open Space ecosystem.
5. Signs. Except for signs installed by the Association at such places along the boundary of the Common Open Space that identify the Common Open Space and its exclusive use and control by the Association and its Members, no sign of any kind shall be permitted on the Common Open space.
6. Pets, Horses and Animals. Commonly accepted domestic pets and horses may be permitted on the Common Open Space only when on a leash or other restraints and under control of a Member, a member of the Member's family or the invited guest of a Member. All dropping created by the animal must be removed by the Member.
7. Fencing. No fencing of any sort beyond that exterior boundary fencing originally installed by Grantor or fencing installed by the Board of Directors of the association shall be permitted on the Common Open Space.

8. Binding Effect. This Declaration, the Common Open Space and all restrictions set forth herein run with the Common Open Space and are perpetual.

9. Enforcement. The Association is charged with the obligation and is authorized, acting by and through its Board of Directors, to take appropriate action in any situation where usage or conduct is clearly inconsistent with the stated intent of this Declaration, the By-Laws of the association or any properly adopted resolution of the Association of which the Member have notice. If a Member violates this Declaration by damaging any Common Open Space, the Association shall restore the Common Open space to its prior condition and assess the cost thereof against the Member who violated this Declaration and such cost shall become due and payable upon demand. The association shall have the same rights and powers to collect the cost of such restoration as provided for the collection of delinquent assessments. Additionally, the Association shall have the right to suspend the violating Member's voting rights in the Association, suspend his or her use privileges over the Common Open Space, and commence any legal or equitable action against him or her for damages, injunctive relief, or both, including the recovery of costs and reasonable attorney's fees incurred by the Association in enforcing this Declaration.

In the event that any person enters the Common Open Space without the authority granted herein, the Association may pursue all remedies available to any landowner under Wyoming law including, but not limited to charges of and/or complaints of trespass, nuisance and damages.

10. Severability: Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2005

GENE GIFFIN  
Grantor,

\_\_\_\_\_  
Gene Giffin

BEAR PAW RANCH LLC.  
Grantor,  
By:

\_\_\_\_\_  
Daniel P. Laybourn, Managing Member

STATE OF WYOMING     )  
                                  )SS:  
COUNTY OF LARAMIE    )

The foregoing Declaration was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2005, by Daniel P. Laybourn, known to me to be the Managing Member of Bear Paw Ranch, LLC./ who swore and affirmed that he was executing this document with the authority of the members of Bear Paw Ranch LLC., and on behalf of Bear Paw Ranch LLC.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF WYOMING     )  
                                  )SS:  
COUNTY OF LARAMIE    )

The foregoing Declaration was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2005 by Gene Giffin.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:

ARTICLES OF INCORPORATION FOR  
**BEAR PAW RANCH OPEN SPACE ASSOCIATION, INC..**  
A WYOMING DOMESTIC NONPROFIT CORPORATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, a natural person over the age of twenty-one (21) years, acting as the incorporator of this nonprofit corporation pursuant to the provisions of the Wyoming Nonprofit Corporation Act W.S. 17-19-101 through 17-19-1807 does hereby adopt and verify the following Articles of Incorporation of this domestic nonprofit corporation:

**ARTICLE I**  
**NAME**

THAT the name of this nonprofit corporation shall be BEAR PAW RANCH OPEN SPACE ASSOCIATION, INC.

**ARTICLE II**  
**DURATION**

THAT the period of duration of this nonprofit corporation shall be perpetual.

**ARTICLE III**  
**PURPOSES AND POWERS**

THAT this entity is a domestic nonprofit corporation which is defined as a corporation organized for any lawful purpose other than the conduct of a business for profit.

THAT no officer or director of this nonprofit corporation shall be paid or receive directly any profit of pecuniary advantage, nor shall any part of the net earnings of the organization inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

THAT this corporation shall have the power:

- A) To sue and be sued, complain and defend, all in its corporate name;
- B) To have a corporate seal;

Articles of Incorporation  
BEAR PAW RANCH COMMON OPEN SPACE ASSOCIATION, INC

- C) To make and amend bylaws not inconsistent with its articles of incorporation;
- D) To purchase, take, receive, lease, take by gift, devise or bequest or otherwise acquire, own, hold, improve, use and otherwise deal in and with real and personal property, or any interest therein, wherever situated;
- E) To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all, or any part of, its property and assets;
- F) To make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds and other obligations and secure any of its obligation by mortgage or pledge of all or any of its property, franchises and income;
- G) To lend money for its corporate purposes, invest and reinvest its funds and take and hold real and personal property as security for the payment of funds so loaned or invested, including the right to invest and reinvest its funds in share of for profit corporation;
- H) To conduct its affairs, carry on its operations, have offices and exercise the powers granted by the Wyoming Nonprofit Corporations Act, in any worldwide location;
- I) To elect or appoint directors, officers, employees and agents of the of the corporation, define their duties and fix their compensation;
- J) To make donations for the public welfare for charitable, scientific or educational purposes; and, in time of war, to make donations in aid of war activities;
- K) To indemnify any director or officer of former director or officer of the corporation against liability and expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for misconduct in the performance of duty; but such indemnification shall not be entitled, under any Bylaw, agreement, vote of Board of Directors or members, or otherwise;
- L) To impose dues, assessments, admission and transfer fees upon its members;
- M) To establish conditions for admission of members;

- N) To carry on a business;
- O) To do all things necessary, not inconsistent with law to further the activities and affairs of the corporation.

THAT the corporation is organized not for pecuniary profit and its purpose and powers shall be strictly charitable, educational and cultural purposes within the meaning of Section 501(c) (3) of the U. S. Internal Revenue Code, as amended. The primary purpose of this corporation is to manage certain areas designated as Common Open Space in that subdivision known as Bar Paw Ranch located in Laramie County, Wyoming. Bear Paw Ranch Common Open Space Association, Inc. shall be a mutual benefit corporation as defined by Wyoming Statutes.

THAT in order to accomplish the purposes and objectives of the corporation, the corporation shall have all powers hereafter conferred by the laws of the State of Wyoming upon corporations, organizations under the Nonprofit Corporation laws. In addition, the corporation shall have the power to do everything lawful, necessary and proper for the accomplishments of the objectives enumerated in these Articles of Incorporation.

#### **ARTICLE IV** **REGULATION OF INTERNAL AFFAIRS**

THAT provisions relative to the regulation of the internal affairs of this corporation, not inconsistent with the laws of the State of Wyoming, including any provisions restricting the transfer of shares, shall be generally set forth in the Bylaws of the corporation, but is specifically provided as follows:

- A) The general management of the affairs of the corporation shall be exercised by a Board of Directors. At all times there shall not be less than three (3) directors;
- B) The Board of Directors shall have the power to make, alter, amend or repeal the Bylaws, but any Bylaws so made may be altered, amended or repealed by the affirmative vote of two-thirds (2/3) of the members having voting rights at any annual or special meeting.
- C) The initial directors of this domestic nonprofit corporation are:

Daniel Laybourn  
691 E. Powell Road  
Cheyenne, WY 82009

Gene Giffin  
1-25 W. Service Rd.

Articles of Incorporation  
BEAR PAW RANCH COMMON OPEN SPACE ASSOCIATION, INC



Cheyenne, WY 82009

Trig Domson  
PO Box 907  
Torrington, WY 82240

**ARTICLE V**  
**INITIAL REGISTERED OFFICE AND AGENT**

THAT the name of the initial registered agent is Daniel P. Laybourn and the address of the initial registered office of the corporation where the registered agent can be served is 691 E. Powell Road, Cheyenne, Wyoming 82009.

**ARTICLE VI**  
**CAPITAL SHARES AND**  
**REGISTERED MEMBERS**

THAT the corporation will not issue capital shares and will have no special class of Members other than a general membership.

**ARTICLE VII**  
**INCORPORATORS**

THAT the name and address of the incorporator of this corporation is:

Daniel P. Laybourn

IN WITNESS WHEREOF, the undersigned incorporator had hereto affixed his signature on this \_\_\_\_\_ day of \_\_\_\_\_ 2005

\_\_\_\_\_  
Daniel P. Laybourn

Articles of Incorporation  
BEAR PAW RANCH COMMON OPEN SPACE ASSOCIATION, INC

**BY-LAWS  
OF  
BEAR PAW RANCH COMMON OPEN SPACE ASSOCIATION,  
INC.,  
A Wyoming Nonprofit Corporation**

**OFFICES**

**SECTION I:**

The principal office of the Corporation in the State of Wyoming shall be located in the City of Cheyenne, County of Laramie. The Corporation may have such other offices, within or without the State of Wyoming, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

The registered office of the Corporation required by the Wyoming Nonprofit Corporation Act to be maintained in the State of Wyoming may be, but need not be, identical with the principal office in the State of Wyoming and the address of the registered office may be changed from time to time by the Board of Directors.

**BOARD OF DIRECTORS**

**SECTION II:      General Powers**

The Bear Paw Ranch Open Space shall be owned and managed by this Corporation. The Corporation shall be managed by its Board of Directors.

**SECTION III: Membership of Board of Directors**

Each owner of a Tract within the Bear Paw Ranch subdivision, Laramie County, Wyoming, is a Member of this nonprofit corporation. Each member shall be entitled to one (1) vote for each Tract within the subdivision owned by the Member. In the event that more than one (1) person owns a particular Tract, such owners shall designate in writing to the Corporation the name of the person among them who shall exercise that Tract's vote. Such designation shall be in writing and presented to the Secretary prior to any regular or special meeting. Any such designation shall continue without further notice unless amended in a like manner.

At the first meeting of the Members and at each annual meeting of Members and Directors thereafter, the Members shall elect the Board of Directors of the corporation for the coming year. For such purpose, a quorum of Members sufficient for such election shall be the number of Members present or attending by written Proxy.

The Board shall, at all times, consist of five (5) Directors, which number may be increased or decreased by amendment of these By-Laws in the manner set forth below. Any vacancy on the Board may be filled by appointment by the remaining Directors. All Directors shall serve without compensation other than approved expenses incurred in the performance of their duties.

#### **SECTION IV: Regular Meetings**

A regular meeting of the Members and the Board of Directors shall be held on at least an annual basis. The Secretary shall send notice and an agenda of such meeting by certified mail or other provable means of service to all Members. No action may be taken at a regular meeting unless it is properly noticed on the agenda. The last order of business at any such annual meeting shall be the election of Directors to serve for the coming year. All meetings shall be conducted according to parliamentary procedure.

#### **SECTION V: Special Meetings**

Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. Notice of any Special meeting must be given in the same manner as for Regular meetings and must precede the time called for the meeting by at least twenty-four (24) hours unless all directors waive such requirement. Any such notice must include a description of the action to be considered at such Special meeting. No action may be taken at a Special meeting unless it is properly noticed and described on the agenda.

#### **SECTION VI: Waiver of Notice**

The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends the meeting for the express purpose of objecting to the transaction of any business of because the meeting is not lawfully called or convened.

#### **SECTION VII: Quorum**

A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

#### **SECTION VIII: Manner of Acting**

The act of the majority of the Directors present at a meeting, at which a quorum is present, shall be the act of the Board of Directors.

#### **SECTION IX: Presumption of Assent**

A Director of the Corporation who is present at a meeting of the Board of Directors, which action on any corporate matter is taken, shall be presumed to have assented to the action taken unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately

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after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

#### **SECTION X: Powers as to Employees**

The Board of Directors may employ employees and engage independent contractors, determine their duties and fix their compensation.

### **OFFICERS**

#### **SECTION XI:**

The Board of Directors shall elect a President, a Vice President, a Treasurer and a Secretary, who shall hold their offices for one (1) year and until their successors shall have been duly elected and qualified. No two (2) offices may be held by the same person at any one time.

#### **SECTION XII: Removal of Officers**

Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors wherever in its best judgment the best interest of the Corporation would be served thereby; but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

#### **SECTION XIII: Vacancies**

A vacancy in any office, because of death, resignation, removal, disqualification or other reason, may be filled by the Board of Directors for the unexpired portion of the term.

#### **SECTION XIV: President**

The President shall be the principal executive of the Corporation and subject to the control of the Board of Directors. He or she shall, in general, supervise and control all the business and affairs of the Corporation. He or she shall, when present, preside at all meetings of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors any deeds, mortgages, bonds contracts, or any other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Corporation or shall be required by law to be otherwise signed or executed: and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

#### **SECTION XV: Vice President**

The Vice President shall serve in the absence of the President and shall perform each of those other duties assigned to him or her by the President.

#### **SECTION XVI: Secretary**

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The Secretary shall: (a) keep the minutes of the Board of Directors' meetings in one of more books provided for the purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which, on behalf of the Corporation under its seal, is duly authorized; (d) sign with the President certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; and (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President of the Board of Directors.

#### **SECTION XVII: Treasurer**

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He or she shall (a) have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever and deposit all such monies in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of those By-Laws; and (b) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by President of the Board of Directors.

#### **SECTION XVIII: Delegation of Powers**

For any reason, which may seem sufficient to the Board of Directors, the Board may delegate any officer's powers and duties for the time being to any other officer of any other Director.

### **CONTRACTS, LOANS, CHECKS AND DEPOSITS**

#### **SECTION XIX: Contracts**

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

#### **SECTION XX: Loans**

No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

#### **SECTION XXI: Checks, Drafts and Orders**

All checks, drafts or other orders for the payment of money issued in the of the Corporation shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

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**SECTION XXII: Notes**

All notes and other evidences of indebtedness in the name of the Corporation shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall be from time to time determined by resolution of the Board of Directors.

**SECTION XXIII: Deposits**

All funds of the Corporation, not otherwise employed, shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

**FISCAL YEAR****SECTION XXIV: Duration**

The fiscal year of the Corporation shall begin on the first day of January and end on the 31<sup>st</sup> day of December of each year.

**ADMENDMENT****SECTION XXV: Amendment of By-Laws**

The Board of Directors shall have the power to make, alter, amend or repeal these By-Laws, but any By-Laws so made may be altered, amended or repealed by the affirmative vote of two-thirds (2/3) of the members having voting rights at any annual or special meeting called for such purpose.

**CERTIFICATE**

It hereby is certified that the foregoing By-Laws of Bear Paw Ranch Common Open Space Association, Inc. were duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_ 2005.

\_\_\_\_\_  
Secretary

Bear Paw Ranch Open Space Association, Inc. /By-Laws

**BY-LAWS  
OF  
BEAR PAW RANCH OWNERS ASSOCIATION, INC.,  
A Wyoming Nonprofit Corporation**

**OFFICES**

**SECTION I:**

The principal office of the Corporation in the State of Wyoming shall be located in the City of Cheyenne, County of Laramie. The Corporation may have such other offices, within or without the State of Wyoming, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

The registered office of the Corporation required by the Wyoming Nonprofit Corporation Act to be maintained in the State of Wyoming may be, but need not be, identical with the principal office in the State of Wyoming and the address of the registered office may be changed from time to time by the Board of Directors.

**BOARD OF DIRECTORS**

**SECTION II: General Powers.**

The Bear Paw Ranch Owners Association, Inc. ("BOA") shall be entitled to conduce any activity other than carry on a business for profit. Specifically, the BOA is charged with the responsibility for enforcing and upholding the covenants of the BOA encumbering Tracts with the Bear Paw Ranch Subdivision. The Corporation shall be managed by its Board of Directors.

**SECTION III: Membership of Board of Directors.**

Each owner of a Tract within the Bear Paw Ranch subdivision, Laramie County, Wyoming, is a Member of this nonprofit corporation. Each member shall be entitled to one (1) vote for each Tract within the subdivision owned by the Member. In the event that more than one (1) person owns a particular Tract, such owners shall designate in writing to the Corporation the name of the person among them who shall exercise that Tract's vote. Such designate shall be in writing and presented to the Secretary prior to any regular or special meeting. Any such designation shall continue without further notice unless amended in a like manner.

At the first meeting of the Members and at each annual meeting of Members and Directors thereafter, the Members shall elect the Board of Directors of the corporation for the coming year. For such purpose, a quorum of Members sufficient for such election shall be the number of Members present or attending by written Proxy.

The Board shall, at all times, consist of five (5) Directors, which number may be increased or decreased by amendment of these By-Laws in the manner set forth below. Any vacancy on the Board may be filled by appointment by the remaining Directors. All Directors shall serve without compensation other than approved expenses incurred in the performance of their duties.

#### **SECTION IV: Regular Meetings.**

A regular meeting of the Members and the Board of Directors shall be held on at least an annual basis. The Secretary shall send notice and an agenda of such meeting by certified mail or other provable means of service to all Members. No action may be taken at a regular meeting unless it is properly noticed on the agenda. The last order of business at any such annual meeting shall be the election of Directors to serve for the coming year. All meetings shall be conducted according to parliamentary procedure.

#### **SECTION V: Special Meetings.**

Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. Notice of any Special meeting must be given in the same manner as for Regular meetings and must precede the time called for the meeting by at least twenty-four (24) hours unless all directors waive such requirement. Any such notice must include a description of the action to be considered at such Special meeting. No action may be taken at a Special meeting unless it is properly noticed and described on the agenda.

#### **SECTION VI: Waiver of Notice.**

The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends the meeting for the express purpose of objecting to the transaction of any business of because the meeting is not lawfully called or convened.

#### **SECTION VII: Quorum.**

A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

#### **SECTION VIII: Manner of Acting.**

The act of the majority of the Directors present at a meeting, at which a quorum is present, shall be the act of the Board of Directors.

#### **SECTION IX: Presumption of Assent.**

A Director of the Corporation who is present at a meeting of the Board of Directors, which action on any corporate matter is taken, shall be presumed to have assented to the action taken unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Bear Paw Ranch Owners Association, Inc. By-Laws



## **SECTION X: Powers as to Employees.**

The Board of Directors may employ employees and engage independent contractors, determine their duties and fix their compensation.

## **OFFICERS**

### **SECTION XI:**

The Board of Directors shall elect a President, a Vice President, a Treasurer and a Secretary, who shall hold their offices for one (1) year and until their successors shall have been duly elected and qualified. No two (2) offices may be held by the same person at any one time.

### **SECTION XII: Removal of Officers.**

Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors wherever in its best judgment the best interest of the Corporation would be served thereby; but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

### **SECTION XIII: Vacancies.**

A vacancy in any office, because of death, resignation, removal, disqualification or other reason, may be filled by the Board of Directors for the unexpired portion of the term.

### **SECTION XIV: President.**

The President shall be the principal executive of the Corporation and subject to the control of the Board of Directors. He or she shall, in general, supervise and control all the business and affairs of the Corporation. He or she shall, when present, preside at all meetings of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors any deeds, mortgages, bonds contracts, or any other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Corporation or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

### **SECTION XV: Vice President.**

The Vice President shall serve in the absence of the President and shall perform each of those other duties assigned to him or her by the President.

### **SECTION XVI: Secretary.**

The Secretary shall: (a) keep the minutes of the Board of Directors' meetings in one of more books provided for the purpose; (b) see that all notices are duly given in

accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which, on behalf of the Corporation under its seal, is duly authorized; (d) sign with the President certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; and (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President of by the Board of Directors.

#### **SECTION XVII: Treasurer.**

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He or she shall (a) have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever and deposit all such monies in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of those By-Laws; and (b) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by President of the Board of Directors.

#### **SECTION XVIII: Delegation of Powers.**

For any reason, which may seem sufficient to the Board of Directors, the Board may delegate any officer's powers and duties for the time being to any other officer of any other Director.

### **CONTRACTS, LOANS, CHECKS AND DEPOSITS**

#### **SECTION XIX: Contracts.**

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

#### **SECTION XX: Loans.**

No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

#### **SECTION XXI: Checks, Drafts and Orders.**

All checks, drafts or other orders for the payment of money issued in the of the Corporation shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

**SECTION XXII: Notes.**

All notes and other evidences of indebtedness in the name of the Corporation shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall be from time to time determined by resolution of the Board of Directors.

**SECTION XXIII: Deposits.**

All funds of the Corporation, not otherwise employed, shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

**FISCAL YEAR**

**SECTION XXIV: Duration.**

The fiscal year of the Corporation shall begin on the first day of January and end on the 31<sup>st</sup> day of December of each year.

**ADMENDMENT**

**SECTION XXV: Amendment of By-Laws.**

The Board of Directors shall have the power to make, alter, amend or repeal these By-Laws, but any By-Laws so made may be altered, amended or repealed by the affirmative vote of two-thirds (2/3) of the members having voting rights at any annual or special meeting called for such purpose.

**CERTIFICATE**

It hereby is certified that the foregoing By-Laws of Bear Paw Ranch Common Open Space Association, Inc. were duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Secretary

ARTICLES OF INCORPORATION FOR  
**BEAR PAW RANCH OWNERS ASSOCIATION, INC.**  
A WYOMING DOMESTIC NONPROFIT CORPORATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, a natural person over the age of twenty-one (21) years, acting as the incorporator of this nonprofit corporation pursuant to the provisions of the Wyoming Nonprofit Corporation Act W.S. 17-19-101 through 17-19-1807 does hereby adopt and verify the following Articles of Incorporation of this domestic nonprofit corporation:

**ARTICLE I**  
**NAME**

THAT the name of this nonprofit corporation shall be BEAR PAW RANCH OWNERS ASSOCIATION, INC.

**ARTICLE II**  
**DURATION**

THAT the period of duration of this nonprofit corporation shall be perpetual.

**ARTICLE III**  
**PURPOSES AND POWERS**

THAT this entity is a domestic nonprofit corporation which is defined as a corporation organized for any lawful purpose other than the conduct of a business for profit.

THAT no officer or director of this nonprofit corporation shall be paid or receive directly any profit of pecuniary advantage, nor shall any part of the net earnings of the organization inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

THAT this corporation shall have the power:

- A) To sue and be sued, complain and defend, all in its corporate name;
- B) To have a corporate seal;

- C) To make and amend bylaws not inconsistent with its articles of incorporation;
- D) To purchase, take, receive, lease, take by gift, devise or bequest or otherwise acquire, own, hold, improve, use and otherwise deal in and with real and personal property, or any interest therein, wherever situated;
- E) To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all, or any part of, its property and assets;
- F) To make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds and other obligations and secure any of its obligation by mortgage or pledge of all or any of its property, franchises and income;
- G) To lend money for its corporate purposes, invest and reinvest its funds and take and hold real and personal property as security for the payment of funds so loaned or invested, including the right to invest and reinvest its funds in share of for profit corporation;
- H) To conduct its affairs, carry on its operations, have offices and exercise the powers granted by the Wyoming Nonprofit Corporations Act, in any worldwide location;
- I) To elect or appoint directors, officers, employees and agents of the of the corporation, define their duties and fix their compensation;
- J) To make donations for the public welfare for charitable, scientific or educational purposes; and, in time of war, to make donations in aid of war activities;
- K) To indemnify any director or officer of former director or officer of the corporation against liability and expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for misconduct in the performance of duty; but such indemnification shall not be entitled, under any Bylaw, agreement, vote of Board of Directors or members, or otherwise;
- L) To impose dues, assessments, admission and transfer fees upon its members;
- M) To establish conditions for admission of members;

- N) To carry on a business;
- O) To do all things necessary, not inconsistent with law to further the activities and affairs of the corporation.

THAT the corporation is organized not for pecuniary profit and its purpose and powers shall be strictly charitable, educational and cultural purposes within the meaning of Section 501(c) (3) of the U. S. Internal Revenue Code, as amended. The primary purpose of this corporation is to manage certain areas designated as Common Open Space in that subdivision known as Bar Paw Ranch located in Laramie County, Wyoming. Bear Paw Ranch Common Open Space Association, Inc. shall be a mutual benefit corporation as defined by Wyoming Statutes.

THAT in order to accomplish the purposes and objectives of the corporation, the corporation shall have all powers hereafter conferred by the laws of the State of Wyoming upon corporations, organizations under the Nonprofit Corporation laws. In addition, the corporation shall have the power to do everything lawful, necessary and proper for the accomplishments of the objectives enumerated in these Articles of Incorporation.

#### **ARTICLE IV** **REGULATION OF INTERNAL AFFAIRS**

THAT provisions relative to the regulation of the internal affairs of this corporation, not inconsistent with the laws of the State of Wyoming, including any provisions restricting the transfer of shares, shall be generally set forth in the Bylaws of the corporation, but is specifically provided as follows:

- A) The general management of the affairs of the corporation shall be exercised by a Board of Directors. At all times there shall not be less than three (3) directors;
- B) The Board of Directors shall have the power to make, alter, amend or repeal the Bylaws, but any Bylaws so made may be altered, amended or repealed by the affirmative vote of two-thirds (2/3) of the members having voting rights at any annual or special meeting.
- C) The initial directors of this domestic nonprofit corporation are:

Daniel P. Laybourn  
691 East Powell  
Cheyenne, WY 82009

Gene Giffin  
1976 I-25 West Service Road  
Cheyenne, WY 82009

Trig Domson  
PO Box 907  
Torrington, WY 82240

**ARTICLE V**  
**INITIAL REGISTERED OFFICE AND AGENT**

THAT the name of the initial registered agent is Daniel P. Laybourn and the address of the initial registered office of the corporation where the registered agent can be served is 691 East Powell, Cheyenne, Wyoming 82009.

**ARTICLE VI**  
**CAPITAL SHARES AND**  
**REGISTERED MEMBERS**

THAT the corporation will not issue capital shares and will have no special class of Members other than a general membership.

**ARTICLE VII**  
**INCORPORATORS**

THAT the name and address of the incorporator of this corporation is:

Daniel P. Laybourn  
Powell Avenue  
Cheyenne, WY 82009

IN WITNESS WHEREOF, the undersigned incorporator had hereto affixed his signature on this \_\_\_\_\_ day of \_\_\_\_\_ 2005

\_\_\_\_\_  
Daniel P. Laybourn

# Bear Paw Ranch

ROAD 219

1860 I-25 Service Rd.

FEMA 100-YR

FEMA 100-YR

HUMMINGBIRD

ROAD 218

BLOCK 1

I-25





JPMorgan Chase Bank, N.A.  
c/o JPMorgan Treasury Services  
Global Trade Services  
10420 Highland Manor Drive  
Tampa, FL 33610

AUG 24, 2005

L/C NO: CTCS-647825

ITEM NO: 0002

TO:  
LARAMIE COUNTY  
309 W. 20TH STREET  
CHEYENE, WY 82001

RECORDED 8/25/2005 AT 12:25 PM REC# 425710 BK# 1901 PG# 196  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 3

RE: CTCS-647825

BENEFICIARY:  
LARAMIE COUNTY  
309 W. 20TH STREET  
CHEYENNE, WY 82001

RE: BEAR PAW RANCH, LARAMIE CO, WY

GENTLEMEN:

BY THE ORDER OF:

APPLICANT:  
BEAR PAW RANCH, LLC  
I-25 AND COUNTY ROAD 218  
CHEYENNE, WY 82009

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: CTCS-647825 FOR THE ACCOUNT OF BEAR PAW RANCH, LLC FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE U.S. \$98,250.00 (NINETY EIGHT THOUSAND TWO HUNDRED FIFTY AND 00/100 U.S. DOLLARS) AVAILABLE BY YOUR DRAFTS AT SIGHT ON JPMORGAN CHASE BANK, N.A., CHICAGO, IL EFFECTIVE IMMEDIATELY AND EXPIRING AT OUR OFFICE ON JULY 29, 2006.

FUNDS UNDER THIS CREDIT ARE AVAILABLE AGAINST YOUR DRAFT(S) AS HEREIN ABOVE SET FORTH MARKED "DRAWN UNDER JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NO. CTCS-647825" AND ACCOMPANIED BY THE FOLLOWING:

BENEFICIARY'S DATED STATEMENT SIGNED BY AN AUTHORIZED OFFICER OR REPRESENTATIVE OF LARAMIE COUNTY (SIGNED AS SUCH) READING:



JPMorgan Chase Bank, N.A.  
c/o JPMorgan Treasury Services  
Global Trade Services  
10420 Highland Manor Drive  
Tampa, FL 33610

AUG 24, 2005

L/C NO: CTCS-647825

ITEM NO: 0002

TO:  
LARAMIE COUNTY  
309 W. 20TH STREET  
CHEYENE, WY 82001

"BEAR PAW RANCH, LLC HAS NOT COMPLETED THE ROAD CONSTRUCTION BY THE STANDARDS SET FORTH BY LARAMIE COUNTY."

MULTIPLE DRAWINGS ARE NOT PERMITTED.  
PARTIAL DRAWINGS ARE NOT PERMITTED.

WE ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS CREDIT WILL BE DULY HONORED ON PRESENTATION IF PRESENTED ON OR BEFORE THE EXPIRATION AT OUR COUNTERS AT 300 SOUTH RIVERSIDE PLAZA, 7TH FLOOR, MAIL CODE IL1-0236, ATTN: STANDBY LETTER OF CREDIT UNIT, CHICAGO, IL 60606-0236. THE ORIGINAL LETTER OF CREDIT MUST ACCOMPANY THE DOCUMENTS REQUIRED UNDER THIS CREDIT FOR ENDORSEMENT.

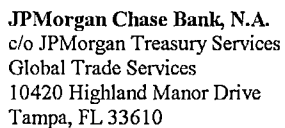
THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE - PUBLICATION NO. 500.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO THE ATTENTION OF THE STANDBY LETTER OF CREDIT UNIT, 300 S. RIVERSIDE PLAZA, 7TH FLOOR, MAIL CODE IL1-0236, CHICAGO, IL 60606-0236, INCLUDING THE LETTER OF CREDIT NUMBER MENTIONED ABOVE. FOR TELEPHONE ASSISTANCE, PLEASE CONTACT THE STANDBY CLIENT SERVICE UNIT AT 1-800-634-1969, SELECT OPTION 1, AND HAVE THIS LETTER OF CREDIT NUMBER AVAILABLE.

JPMORGAN CHASE BANK, N.A.

  
\_\_\_\_\_  
FLORO O. ALCANTARA, A.V.P.

RECORDED 8/25/2005 AT 12:25 PM REC# 425710 BK# 1901 PG# 197  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 2 OF 3



Page 3 of 3



JPMorgan Chase Bank, N.A.  
c/o JPMorgan Treasury Services  
Global Trade Services  
10420 Highland Manor Drive  
Tampa, FL 33610

AUG 24, 2005

L/C NO: CTCS-647823

ITEM NO: 0002

RECORDED 8/25/2005 AT 12:24 PM REC# 425709 BK# 1901 PG# 193  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 3

TO:  
LARAMIE COUNTY  
309 W. 20TH STREET  
CHEYENNE, WY 82001

RE: CTCS-647823

BENEFICIARY:  
LARAMIE COUNTY  
309 W. 20TH STREET  
CHEYENNE, WY 82001

RE: BEAR PAW RANCH, LARAMIE CO, WY

GENTLEMEN:

BY THE ORDER OF:

APPLICANT:  
BEAR PAW RANCH, LLC  
I-25 AND COUNTY ROAD 218  
CHEYENNE, WY 82009

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: CTCS-647823 FOR THE ACCOUNT OF BEAR PAW RANCH, LLC FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE U.S. \$232,000.00 (TWO HUNDRED THIRTY TWO AND 00/100 U.S. DOLLARS) AVAILABLE BY YOUR DRAFTS AT SIGHT ON JPMORGAN CHASE BANK, N.A., CHICAGO, IL EFFECTIVE IMMEDIATELY AND EXPIRING AT OUR OFFICE ON JULY 29, 2006.

FUNDS UNDER THIS CREDIT ARE AVAILABLE AGAINST YOUR DRAFT(S) AS HEREIN ABOVE SET FORTH MARKED "DRAWN UNDER JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NO. CTCS-647823" AND ACCOMPANIED BY THE FOLLOWING:

BENEFICIARY'S DATED STATEMENT SIGNED BY AN AUTHORIZED OFFICER OR REPRESENTATIVE OF LARAMIE COUNTY (SIGNED AS SUCH) READING:



JPMorgan Chase Bank, N.A.  
c/o JPMorgan Treasury Services  
Global Trade Services  
10420 Highland Manor Drive  
Tampa, FL 33610

AUG 24, 2005

L/C NO: CTCS-647823

ITEM NO: 0002

TO:  
LARAMIE COUNTY  
309 W. 20TH STREET  
CHEYENNE, WY 82001

"BEAR PAW RANCH, LLC HAS NOT COMPLETED THE ROAD CONSTRUCTION BY THE STANDARDS SET FORTH BY LARAMIE COUNTY."

MULTIPLE DRAWINGS ARE NOT PERMITTED.  
PARTIAL DRAWINGS ARE NOT PERMITTED.

WE ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS CREDIT WILL BE DULY HONORED ON PRESENTATION IF PRESENTED ON OR BEFORE THE EXPIRATION AT OUR COUNTERS AT 300 SOUTH RIVERSIDE PLAZA, 7TH FLOOR, MAIL CODE IL1-0236, ATTN: STANDBY LETTER OF CREDIT UNIT, CHICAGO, IL 60606-0236. THE ORIGINAL LETTER OF CREDIT MUST ACCOMPANY THE DOCUMENTS REQUIRED UNDER THIS CREDIT FOR ENDORSEMENT.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE - PUBLICATION NO. 500.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO THE ATTENTION OF THE STANDBY LETTER OF CREDIT UNIT, 300 S. RIVERSIDE PLAZA, 7TH FLOOR, MAIL CODE IL1-0236, CHICAGO, IL 60606-0236, INCLUDING THE LETTER OF CREDIT NUMBER MENTIONED ABOVE. FOR TELEPHONE ASSISTANCE, PLEASE CONTACT THE STANDBY CLIENT SERVICE UNIT AT 1-800-634-1969, SELECT OPTION 1, AND HAVE THIS LETTER OF CREDIT NUMBER AVAILABLE.

JPMORGAN CHASE BANK, N.A.

  
FLORO O. ALCANTARA, A.V.P.

RECORDED 8/25/2005 AT 12:24 PM REC# 425709 BK# 1901 PG# 194  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 2 OF 3



JPMorgan Chase Bank, N.A.  
c/o JPMorgan Treasury Services  
Global Trade Services  
10420 Highland Manor Drive  
Tampa, FL 33610

AUG 24, 2005

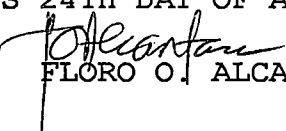
L/C NO: CTCS-647823

ITEM NO: 0002

TO:  
LARAMIE COUNTY  
309 W. 20TH STREET  
CHEYENNE, WY 82001

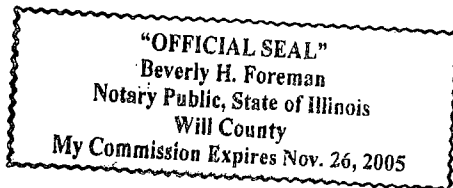
STATE OF ILLINOIS)  
                                  ) SS  
COUNTY OF COOK        )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME  
THIS 24TH DAY OF AUGUST, 2005

BY:  FLORO O. ALCANTARA

MY COMMISSION EXPIRES: November 26, 2005

NOTARY PUBLIC: Beverly H. Foreman



RECORDED 8/25/2005 AT 12:24 PM REC# 425709 BK# 1901 PG# 195  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 3 OF 3

STATE OF WYOMING )  
 )SS:  
COUNTY OF LARAMIE )

RECORDED 8/25/2005 AT 12:26 PM REC# 425711 BK# 1901 PG# 199  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 6

**GENE GIFFIN AND BEAR PAW RANCH LLC**

**To**

**BEAR PAW RANCH COMMON OPEN SPACE**

**DECLARATION OF PROTECTIVE COVENANTS**  
**OF**  
**BEAR PAW RANCH COMMON OPEN SPACE**

KNOW ALL MEN BY THESE PRESENTS, that Gene Giffin, Grantor, the owner of Tracts 31 through 35 of Bear Paw Ranch subdivision, and Bear Paw Ranch, LLC., Grantor, the owner of Tracts 1 through 10, 12 through 30 and 36 through 40 of Bear Paw Ranch subdivision do hereby covenant, agree and make the following Declaration of Protective Covenants. This Declaration of Protective Covenants applies to all of Tracts 11 and 41 in Bear Paw Ranch, a subdivision situated in a portion of the West Half (W1/2) of Section 13 and a portion of the East Half (E1/2) of Section 14, Township 15 North, Range 67 West of the 6<sup>th</sup> P. M., Laramie County, Wyoming.

Grantor does hereby covenant, agree and make the following declarations ("Declarations") applicable to Tract eleven (11) and Tract forty-one (41), herein after referred to as "Common Open Space" of Bear Paw Ranch Subdivision, as shown on the Final Plat of Bear Paw Ranch subdivision, recorded at Plat Cabinet 8, Slot 159, records of the Laramie County Clerk, such Open Space constituting a total of \_\_\_\_\_.

1. Intent. This Common Open Space area is provided for native plant and wildlife habitat conservation, preservation of visual values, preservation of natural drainage, erosion control, and passive recreational use by Subdivision Tract owners. This Declaration and its establishment of this Common Open Space conservation area shall be perpetual and may not be altered or amended in any manner by Grantor, the Association or any Tract owner or owners. The Common Open Space area shall be accessible only to Members of the Bear Paw Ranch Owner's Association, Inc. ("Association"), their immediate family and their guests.

The term "passive recreational use" includes, but is not limited to, hiking, picnicking, horse back riding and other uses which so not injure or scar vegetation, promote erosion, or interfere with wildlife use or riparian areas within the Common Open Space.

2. Bear Paw Ranch Common Open Space. The ownership of any Tract subject to this Declaration shall impose and confer upon any such Owner the obligations and benefits of the Declaration of Protective Covenants of Bear Paw Ranch Common Open

Space. Each Tract owner shall have a one-thirty-ninth (1/39) tenants-in-common undivided interest in Tracts 11 and 41 of Bear Paw Ranch Subdivision. If a Tract is owned by more than one person, the Tract owners shall designate in a writing directed to the Association the name of one (1) Tract owner who shall be the Member on behalf of such Tract owners. The Bear Paw Ranch Owner's Association shall own, maintain, manage and insure certain real and personal property assets in, on and appurtenant to the Common Open Space, including fencing, common trash disposal areas, walkways, paths and shrubs; enforce this Declaration; assess its members for the costs of its operations, for insurance and other governmental assessments and for the costs of management and maintenance of common areas; 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 Common Open Space. The Bear Paw Ranch Common Open Space will be administered by the Bear Paw Ranch Owner's Association.

The initial assessment to be imposed upon Members shall be determined by the Association's operations, insurance, property taxes and other governmental and the costs of management and maintenance of the common areas. Determination of the due dates and amount of assessments shall be made on at least an annual basis at a regular meeting of the Association. Grantor shall pay such assessment for each Tract held by it from and after the date of recording of this Declaration. All Individual Assessment Notices sent to Members shall itemize each such cost and the Member's proportionate share of such total cost amount.

For purposes of *ad valorem* and/or real property taxes assessed against the Common Open Space by Laramie County and/or the State of Wyoming, every individual Member shall be responsible for payment of their proportionate share of such taxes, calculated by dividing the total number of Tracts owned by a Member within the Subdivision by the total number of Tracts within the Subdivision (exclusive of the Common areas). For example, if there are thirty-nine (39) Tracts within the Subdivision (exclusive of the Common Areas) and a Member holds title to one (1) Tract, his or her proportionate share shall be one thirty-ninth (1/39) of the total tax assessment ("Individual Tax Assessment"). **THE FAILURE OF A MEMBER TO REMIT PAYMENT OF HIS PROPORTIONATE SHARE OF ANY AND ALL AD VALOREM AND/OR REAL PROPERTY TAXES SHALL SUBJECT THE TRACT(S) OF SUCH NON-PAYING MEMBER TO THE AUTOMATIC LIEN PROVISIONS OF WYO. STAT. 39-13-108(d) FOR SUCH UNPAID PROPORTIONATE ASSESSMENTS, INCLUDING THE ADVERTISEMENT AND SALE OF SUCH TRACT OF TRACTS TO SATISFY UNPAID AD VALOREM AND/OR REAL PROPERTY TAXES.**

3. Restrictive Use. Prohibited uses of and actions on the Common Open Space include, but are not limited to:

- A. Planting trees, shrubs, etc. in the Common Open Space by any person other than the Board of Directors of the Association or a person acting under authority granted to them by the Board of Directors of the Association;

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- B. Locating, construction or storing of objects of any kind such as sheds, playhouses, fences, toys, vehicles, tools, garden equipment, etc. in the Common Open Space;
- C. Injuring or scaring vegetation, promoting erosion, or interfering with wildlife use or riparian areas of the Common Open space other than those actions deemed appropriate by the Board of Directors of the Association necessary for healthy management of the Open Space ecosystem;
- D. Dumping of any kind, including disposal of tree branches, brush, grass clippings, trash, yard waste, debris or horse waste in the Common Open Space;
- E. Entering upon the Common Open Space with construction or delivery vehicles to access Tracts. In circumstances where no other alternatives for access exist and material damage will not occur, the Association may consider granting temporary access privileges to a Member or his or her agents upon the written request of the Member. Monetary cost to Members is not a justifiable reason for access privileges. The Member must agree to indemnify and hold the Association harmless from any resulting damage or injury. The Member is responsible for all personnel costs including arborists, engineers, consultants, and any and all costs incurred for restoration of the Common Open Space to its original condition, and may, at the discretion of the Association, be required to place a deposit with the Association to ensure compliance;
- F. Use or operation of motorcycles, ATVS, and any other motorized vehicles or equipment or motorized model airplanes or model cars;
- G. Discharging fireworks from or onto the Common Open Space and lighting sparklers, pop bottle rockets or any other incendiary device;
- H. Igniting or causing any fire on the Common Open Space (fire pits, stoves or grates are not permitted);
- I. Any activity or conduct that has any potential of damaging the Common Open Space, its plants or animals, its riparian or wetland areas or that may cause noise or disruption to Members;
- J. Discharging and/or use of any firearms within the Common Areas, including without limitation, rifles, pistols, shotguns, pellet guns, BB guns or any other device of like kind and/or nature; and/or

- K. Hunting or harvesting of any animal, of any kind, type or nature, from within the Common Open Space or as may cross through and/or over the Common Open Space.
4. Outbuildings. No shed, lean-to, canopy or other structure shall be constructed or permitted on the Common Open Space, other than any structures owned and built by the Board of Directors of the Association deemed necessary for management of the Open Space ecosystem.
5. Easements: Utility and other required easements may be granted from time to time as necessary.
6. Signs. Except for signs installed by the Association at such places along the boundary of the Common Open Space that identify the Common Open Space and its exclusive use and control by the Association and its Members, no sign of any kind shall be permitted on the Common Open space.
7. Pets, Horses and Animals. Commonly accepted domestic pets and horses may be permitted on the Common Open Space only when on a leash or other restraints and under control of a Member, a member of the Member's family or the invited guest of a Member.
8. Fencing. No fencing of any sort beyond that exterior boundary fencing originally installed by Grantor or fencing installed by the Board of Directors of the association shall be permitted on the Common Open Space.
9. Binding Effect. This Declaration, the Common Open Space and all restrictions set forth herein run with the Common Open Space and are perpetual.
10. Enforcement. The Association is charged with the obligation and is authorized, acting by and through its Board of Directors, to take appropriate action in any situation where usage or conduct is clearly inconsistent with the stated intent of this Declaration, the By-Laws of the association or any properly adopted resolution of the Association of which the Members have notice. If a Member violates this Declaration by damaging any Common Open Space, the Association shall restore the Common Open space to its prior condition and assess the cost thereof against the Member who violated this Declaration and such cost shall become due and payable upon demand. The Association shall have the same rights and powers to collect the cost of such restoration as provided for the collection of delinquent assessments. Additionally, the Association shall have the right to suspend the violating Member's voting rights in the Association, suspend his or her use privileges over the Common Open Space, and commence any legal or equitable action against him or her for damages, injunctive relief, or both, including the recovery of costs and reasonable attorney's fees incurred by the Association in enforcing this Declaration.

In the event that any person enters the Common Open Space without the authority granted herein, the Association may pursue all remedies available to any landowner under Wyoming law including, but not limited to charges of and/or complaints of trespass, nuisance and damages.


11. Severability: Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 10<sup>th</sup> day of August 2005

BEAR PAW RANCH LLC.

Grantor,

By:

  
Daniel P. Laybourn, Managing Member

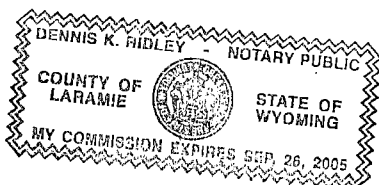
STATE OF WYOMING     )  
  )SS:  
COUNTY OF LARAMIE    )

The foregoing Declaration was acknowledged before me this 10<sup>th</sup> day of August 2005, by Daniel P. Laybourn, known to me to be the Managing Member of Bear Paw Ranch, LLC./ who swore and affirmed that he was executing this document with the authority of the members of Bear Paw Ranch LLC., and on behalf of Bear Paw Ranch LLC.

Witness my hand and official seal.

  
Notary Public

My commission expires:



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Dated this 10 day of AUGUST 2005

GENE GIFFIN  
Grantor,

Gene Giffin  
Gene Giffin

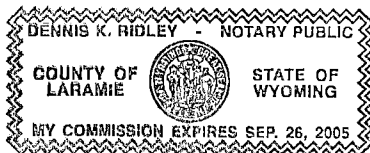
STATE OF WYOMING    )  
                                  )SS:  
COUNTY OF LARAMIE    )

The foregoing Declaration was acknowledged before me this 10<sup>th</sup> day of August 2005 by Gene Giffin.

Witness my hand and official seal.

Debra K. Lathrop  
Notary Public

My commission expires:



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