



First American Title™

These documents are provided by First American Title as a courtesy to you. Should you have any questions regarding these documents, please contact your Realtor or a Real Estate Attorney.

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.

PROJECT: MAX PADILLA AMENDED PLAT
A PORTION OF TRACT 9 ALLISON TRACTS
LARAMIE COUNTY, WYOMING

PROJECT: 1PETE0103
DATE: 06/11/02
SURVEYOR: DCH
DRAWN BY: GAC

GrayArea Consulting Services, Inc.
307.433.0745 IN ASSOCIATION WITH
PETER J. HUTCHISON, P.E. & S.
209 LAKEHORE DR. CHEYENNE WYOMING

A land surveying and management company
5657 South Himalaya Street, Suite 210
Aurora, Colorado 80015
Phone: 303-915-4333 Fax: 720-535-6660

DEDICATION

THIS PLAT IS HEREBY DEDICATED TO THE PUBLIC, SUBJECT TO THE RIGHTS OF THE STATE OF WYOMING AND THE COUNTY OF LARAMIE, AND TO THE RIGHTS OF THE CITY OF CHEYENNE, WYOMING, AS TO THE LOCATION AND USE OF THE PLAT OF THE AMENDED TRACTS 9, AS SHOWN ON THE ATTACHED MAP AND AS APPROVED BY THE CITY OF CHEYENNE, WYOMING, AND AS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF LARAMIE COUNTY, WYOMING, AND AS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF LARAMIE COUNTY, WYOMING, AND AS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF LARAMIE COUNTY, WYOMING.

Max Padilla
Max Padilla
Max Padilla

ACKNOWLEDGEMENTS

STATE OF WYOMING
COUNTY OF LARAMIE
PUBLIC NOTARIAL INSTRUMENT WAS FORWARDED BEFORE ME BY MAIL AND CHALLENGE
THE CITY OF CHEYENNE, WYOMING
WITNESSES BY HAND AND MAIL
MY COMMISSION EXPIRES: 02-27-2003



APPROVALS

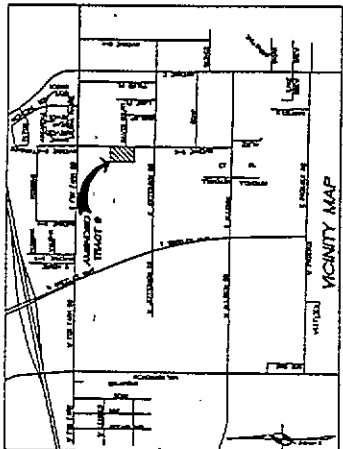
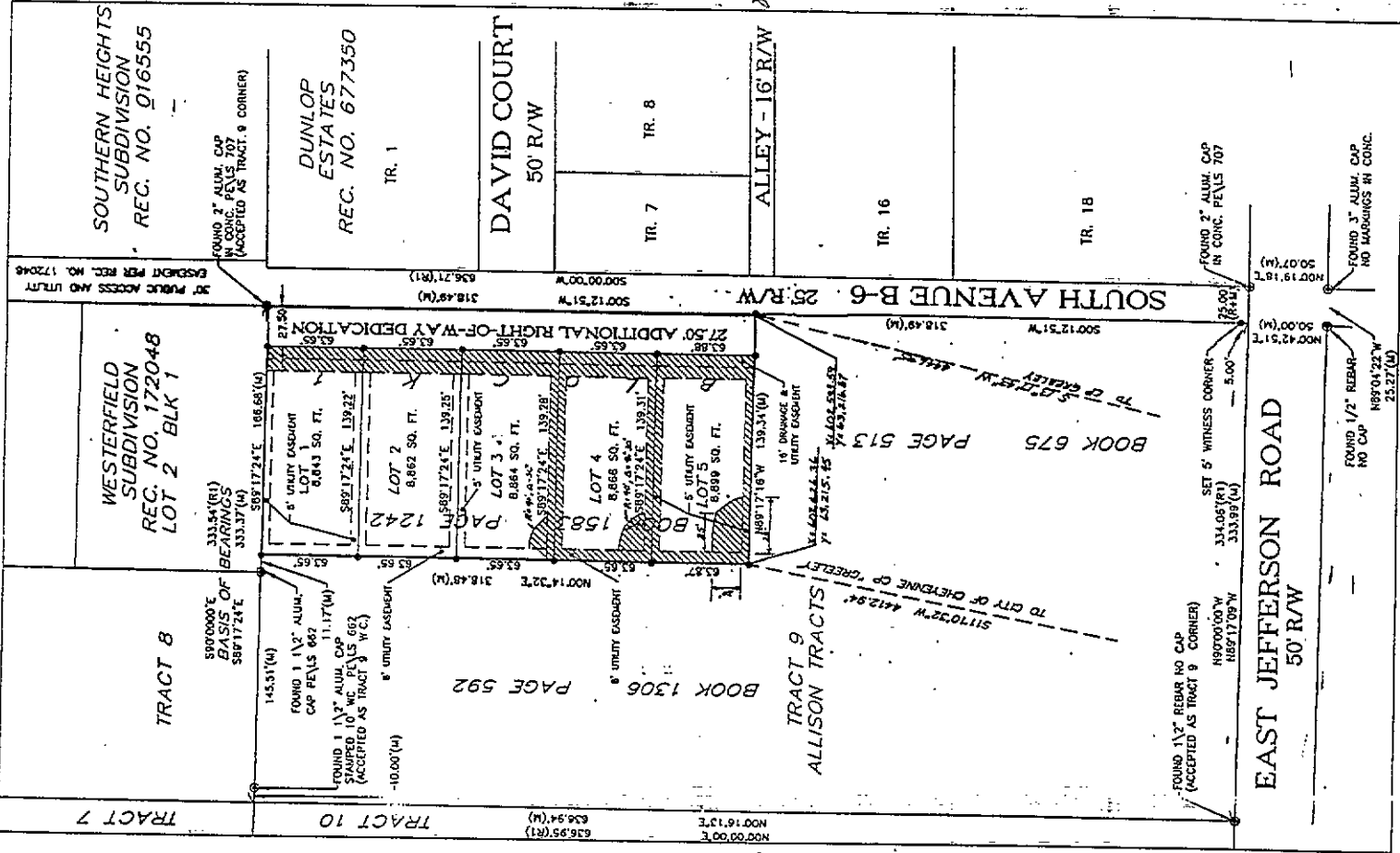
APPROVED BY THE CHEYENNE LARAMIE COUNTY REGIONAL PLANNING COMMISSION
THE 27th DAY OF JUNE, 2002
DEVELOPMENT DIRECTOR
APPROVED BY THE CITY OF CHEYENNE, WYOMING
THE 27th DAY OF JUNE, 2002
CITY CLERK
APPROVED BY THE LARAMIE COUNTY BOARD OF COMMISSIONERS
THE 27th DAY OF JUNE, 2002
OFFICIAL
APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF LARAMIE COUNTY, WYOMING
THE 27th DAY OF JUNE, 2002



APPROVED BY THE LARAMIE COUNTY BOARD OF COMMISSIONERS
THE 27th DAY OF JUNE, 2002
OFFICIAL
APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF LARAMIE COUNTY, WYOMING
THE 27th DAY OF JUNE, 2002

**"AMENDED TRACT 9"
ALLISON TRACTS**

A PORTION OF TRACT 9 ALLISON TRACTS
LOCATED IN SECTION 8, T.19 N., R.10 W., 9TH P.M.
LARAMIE COUNTY, WYOMING



LAND DESCRIPTION

A PORTION OF LAND LIES IN SECTIONS 8, 9 AND 10, T.19 N., R.10 W., 9TH P.M., LARAMIE COUNTY, WYOMING, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH ONE HALF OF THE EAST ONE HALF OF TRACT 9, ALLISON TRACTS.

NOTES

1. THE BOUNDARIES OF THE AMENDED TRACTS 9, ALLISON TRACTS, WERE MONUMENTED AT THE EAST END BY A 1 1/2" ALUM. CAP STAMPED 10" WC. PEELS 663 AND BY A 1 1/2" ALUM. CAP STAMPED 10" WC. PEELS 662 WITH A BEARING MEASUREMENT OF 11.17' (W).
2. THE BOUNDARIES OF THE AMENDED TRACTS 9, ALLISON TRACTS, WERE MONUMENTED AT THE WEST END BY A 1 1/2" ALUM. CAP STAMPED 10" WC. PEELS 663 AND BY A 1 1/2" ALUM. CAP STAMPED 10" WC. PEELS 662 WITH A BEARING MEASUREMENT OF 10.00' (W).
3. THE BOUNDARIES OF THE AMENDED TRACTS 9, ALLISON TRACTS, WERE MONUMENTED AT THE NORTH END BY A 1 1/2" ALUM. CAP STAMPED 10" WC. PEELS 663 AND BY A 1 1/2" ALUM. CAP STAMPED 10" WC. PEELS 662 WITH A BEARING MEASUREMENT OF 11.17' (W).
4. THE BOUNDARIES OF THE AMENDED TRACTS 9, ALLISON TRACTS, WERE MONUMENTED AT THE SOUTH END BY A 1 1/2" ALUM. CAP STAMPED 10" WC. PEELS 663 AND BY A 1 1/2" ALUM. CAP STAMPED 10" WC. PEELS 662 WITH A BEARING MEASUREMENT OF 10.00' (W).
5. THE BOUNDARIES OF THE AMENDED TRACTS 9, ALLISON TRACTS, WERE MONUMENTED AT THE CORNERS BY 2" ALUM. CAP STAMPED 10" WC. PEELS 707 AND BY 2" ALUM. CAP STAMPED 10" WC. PEELS 707 WITH A BEARING MEASUREMENT OF 333.54' (N) 333.17' (W).
6. THE BOUNDARIES OF THE AMENDED TRACTS 9, ALLISON TRACTS, WERE MONUMENTED AT THE CORNERS BY 2" ALUM. CAP STAMPED 10" WC. PEELS 707 AND BY 2" ALUM. CAP STAMPED 10" WC. PEELS 707 WITH A BEARING MEASUREMENT OF 333.54' (N) 333.17' (W).
7. THE BOUNDARIES OF THE AMENDED TRACTS 9, ALLISON TRACTS, WERE MONUMENTED AT THE CORNERS BY 2" ALUM. CAP STAMPED 10" WC. PEELS 707 AND BY 2" ALUM. CAP STAMPED 10" WC. PEELS 707 WITH A BEARING MEASUREMENT OF 333.54' (N) 333.17' (W).

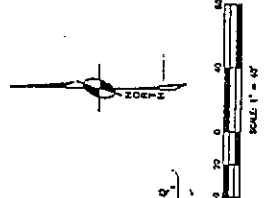
STATEMENT OF SURVEYOR

PETER J. HUTCHISON, A PROFESSIONAL LAND SURVEYOR AND PROFESSIONAL ENGINEER IN THE STATE OF WYOMING, DO HEREBY STATE THAT THE PLAT OF AMENDED TRACTS 9, ALLISON TRACTS, AS SHOWN ON THE ATTACHED MAP AND AS APPROVED BY THE CITY OF CHEYENNE, WYOMING, AND AS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF LARAMIE COUNTY, WYOMING, AND AS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF LARAMIE COUNTY, WYOMING, AND AS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF LARAMIE COUNTY, WYOMING, IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE BY ME AND MY ASSISTANTS ON THE DATE OF THE SURVEY AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE WYOMING SURVEYING ACT AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE WYOMING SURVEYING ACT AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE WYOMING SURVEYING ACT.



PETER J. HUTCHISON WYOMING P.E. & S. 10/17/97

FILING RECORD
FILE NO. 199-11-199-9
DATE FILED: 06/11/02
COUNTY: LARAMIE
TAXPAYER: GRAYAREA CONSULTING SERVICES, INC.
RECORDS & CLERK: [Signature]



ARCHITECTURAL CONTROL COMMITTEE

TO

THE PUBLIC

AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS FOR ALLISON TRACTS REPLAT, LOTS 1 THROUGH 5.

Known all men by these presents, that the "Declaration of Protective Covenants" created and established on that certain property known as Allison Tracts Replat Tracts 1 through 5, Laramie County Wyoming, and recorded this day of 2003 in Book 1713, Pages 605 through 610, of Laramie County, records are hereby modified, amended, and changed in part with the written consent of the owners of a two-thirds majority of the lots in Allison Tracts Replat as follows:

- A. Paragraph 7 of the original covenants shall be amended to include the following sentence: Owner will sod, or seed, and landscape at least the front yard of the property by the end of the first summer season.

Dated this 15 day of May, 2003.

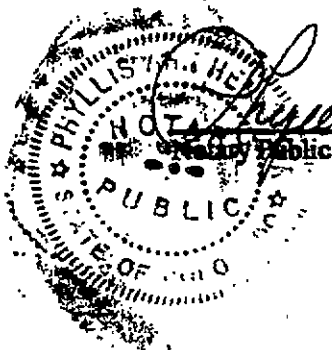
Allison Tracts Replat Architectural Control Committee

By Max Padilla
Max Padilla, Member

Charlene Padilla
Charlene Padilla, Member

The foregoing instrument was acknowledged before me this 15th day of May 2003, by Max Padilla and Charlene Padilla.

Witness my hand and official seal.



Phyllis Ann Henderson
Notary Public

9-28-2004
Commission Expires

RECORDED 5/16/2003 AT 3:51 PM REC# 352535 BK# 1726 PG# 1640
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 2

THE UNDERSIGNED DO FURTHERMORE DECLARE THAT EXCEPT AS ABOVE AMENDED THE PROTECTIVE COVENANTS OF ALLISON TRACTS REPLAT LOTS 1 THROUGH 5, SHALL REMAIN IN FULL FORCE AND EFFECT.

(The respective ownerships of the signatories are identified on Appendix 1, which is attached and incorporated herein by this reference.)

Dated this 15 day of May, 2003.

APPENDIX 1
Owners of Lots 2, 3, 4, and 5
Allison Tracts Replat, Lots 1 through 5

Max Padilla
Max Padilla

Charlene Padilla
Charlene Padilla

Colorado
State of Wyoming }
Laramie
County of Laramie }

SS

The foregoing instrument was acknowledged before me this 15th day of May, 2003, by Max Padilla and Charlene Padilla

Witness my hand and official seal.



Don Hernandez
Notary Public

9-28-2004
Commission Expires

RECORDED 5/16/2003 AT 3:51 PM REC# 352535 BK# 1726 PG# 1641
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 2 OF 2

ARCHITECTURAL CONTROL COMMITTEE

TO

THE PUBLIC

Declaration of Protective Covenants

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantor of all lands described below located in Laramie County, Wyoming as the same is more particularly described to wit:

Lots 1 through 5 Allison Tracts Replat.

Subject to all easements, restrictions, and reservations of records, (hereafter "subject property") does hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of uses to which the subject property may be put:

1. **RESTRICTIVE USE.** The subject property shall be known and described as residential lots and will be restricted by covenants contained in these Declarations. It is intended that the subject property shall be used and occupied as Residential Single Family Homes and that the owners will have full enjoyment of the property, subject, however, to the covenants contained in these Declarations. It is the further intent of these covenants to protect and enhance the value, desirability and attractiveness of said property. Restrictions are kept to a minimum while keeping in focus the right of property owners to enjoy their property in attractive surroundings, free of nuisances, undue noise, and danger.
2. **ARCHITECTURAL CONTROL COMMITTEE.** An Architectural Control Committee for the subject property is hereby constituted. This committee is composed of Max Padilla and Charlene Padilla, or their successors as provided for herein. All notices to the Committee required herein shall be sent to: Architectural Control Committee Allison Tracts Replat, 1612 Greenstone Trail, Fort Collins, Colorado 80525. After all lots have been built upon, it is hereby directed that the



individual property owners assemble and provide a panel of representatives comprised of current owners of record of Allison Tracts Replat Lot 1 through 5, to form the Architectural Control Committee going forward. At that time the initial members, Max Padilla and Charlene Padilla, will relinquish all rights as members of the Architectural Control Committee. The Committee, or its representative, shall not be liable for any claims, charges, or damages of any nature whatsoever by reason of any action, inaction, approval, or disapproval by the Committee or its representatives with respect to any submission or request made pursuant to this provisions, or any provision in this Declaration, or to this Article. Any approval or permission, granted by the Committee, shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications, or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant, and any approval or permission granted by the Committee shall not in any way be construed to mean acceptance of any submission to any private or governmental agency.

3. USE OF LOTS. From and after the date of this Declaration, no structure other than a private single family dwelling shall be erected, placed, or permitted to remain on any lot of the subject property. From and after the date of this Declaration any additions must comply with all applicable building codes, zoning laws, and the minimum building standards. Any activity of a noxious or offensive nature may be not be conducted upon any lot of the subject property, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. No portion of any tract of the subject property shall be used or maintained as a dumping ground for rubbish or junk, specifically junked vehicles, unlicensed vehicles, vehicles which are not in running condition, or are in a state of disrepair, appliances, etc. Trash, garbage, or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No trash, litter, or junk shall be permitted to remain exposed upon the premises.
4. HOME OCCUPATIONS are permitted, however, nothing in this section shall be construed to relieve any person from compliance with any and all applicable city and county zoning regulations. The applicant shall be responsible to determine which regulations govern applicant's intended and actual home occupation use and shall be responsible for complying with these regulations.

In addition, all home occupation uses shall be in compliance with the following restrictions:

There shall be no offensive noises, vibration, smoke, dust, odors, heat, electronic, or magnetic interference resulting from such home occupation use.

One unlighted sign, compatible with the residence and neighborhood, not over 18" by 24" shall be permitted providing it is attached flat against the structure or window.

Employees working on the site of the home occupation shall be bonafide, full-time residents of the principal residence on the lot only.

Massage Parlors/Technicians are not allowed.

Any other home occupation which is considered noxious, offensive, or annoying by at least 75% of owners of record of the lots within the subject property.

5. TEMPORARY BUILDINGS. No structure of a temporary character, trailer, modular, tent, shack, or barracks, shall be used on the subject property as a family dwelling.
6. CONSTRUCTION TIME: Once construction is begun on any wall or fence, or storage shed on the subject property after the date of this Declaration, such construction shall be completed within one (1) year of the time such construction was begun.
7. SITE IMPROVEMENTS: No buildings, fencing, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns which exist through the subdivision as a whole.
8. VEHICLES: vehicles which are not in running condition or are in a state of disrepair shall not be parked anywhere on the subject property, or the public roadways adjacent to the subject property, more than 72 hours at any one time, or as a repeated practice. Trailers, boats, stock trailers, trailer campers, RV's, buses, carry-all trailers, horse trailers, trucks larger than general use pickups, hitches, boat campers, or like vehicular equipment shall not be habitually parked along any of the public roadways adjacent to the subject property. Owners of such vehicular equipment shall attempt to park such vehicles away from the general view of adjacent landowners and away from the roadway side of any house.

9. **FENCES:** Privacy fencing and/or boundary fencing is allowed. 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, chain link fence, or steel "T" posts.
10. **EASEMENTS:** Easements and rights of way as shown on the recorded plat are hereby reserved on the subject property for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephones, sewer, water, 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 or repair.
11. **UNDERGROUND UTILITIES:** All utility lines from the easement to the structure and from structure to structure on the lot shall be placed and maintained underground and shall be the sole responsibility of the owner, builder, and/or the utility company. All utility lateral and/or service extension from the main line to the home and/or improvements shall be underground.
12. **MAINTENANCE:** All owners shall maintain or provide for the maintenance of homes, improvements, and landscaping upon their lots.
13. **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, ad their successors and assigns, by appropriate proceedings of law, or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available. The part found to have violated these covenants shall be responsible for the reasonable attorney's fees included by the owners(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 the covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within these covenants.

Although it is a right, it is not the obligation, or the responsibility, of the Committee or Declarants to prosecute violation of these covenants. 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 Subject Property for a term of 20 years from the date this Declaration of Protective Covenants 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 10 years each, unless terminated at the end of any such period by written vote of the majority of the then record owners.

This Declaration of Protective covenants may be amended in whole or in part during the first 20 year period by a written instrument executed by a majority of the then recorded owners.

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

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

Section 3: Benefits and Burdens. The terms and provisions contained in this Declaration of Protective Covenants shall bind and insure to the benefit of the Declarants and the owners of the lots located within the subject property and their respective heirs, successors, personal representatives, and assigns.

Section 4: Severability. Invalidation of any one of the provisions or restrictions in this Declaration of Protective Covenants by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 5: Variances. Variances to any of the covenants contained herein may be granted by the Committee as appropriate in special cases and circumstances, at the sole discretion of the Committee, on an extremely limited case by case basis. Any and all variances must be approved in writing by the Committee as a whole.

Section 6. Liability of Committee and Declarants. No owner or other individual with proper standing shall make any claim, demand, or take any action whatsoever against the Committee or its designated representative, or Declarants, or any of their respective successors or assigns, and neither shall any of the aforementioned be liable to any owner for any damages of any nature whatsoever by reason of any action, inaction, approval, or

disapproval whatsoever related in any way to any of the covenants, or provisions of this Declaration of Protective Covenants in its entirety.


By: Max Padilla, Member


By: Charlene Padilla, Member

STATE OF WYOMING
ss.
COUNTY OF LARAMIE

The foregoing "Declaration of Protective Covenants for Allison Tracts Replat Lots 1 through 5" was acknowledged before me by Max Padilla and Charlene Padilla, members of the Architectural Control Committee, this 20 day of March, 2003.

Witness my hand and official seal:


Notary Public



My Commission expires:
9-28-2004

This instrument filed for record by First American Title as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

*Record again to include Appendix I

ARCHITECTURAL CONTROL COMMITTEE

TO

THE PUBLIC

AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS FOR ALLISON TRACTS REPLAT, LOTS 1 THROUGH 5.

Known all men by these presents, that the "Declaration of Protective Covenants" created and established on that certain property known as Allison Tracts Replat Tracts 1 through 5, Laramie County Wyoming, and recorded this day of 2003 in Book 1713, Pages 605 through 610, of Laramie County, records are hereby modified, amended, and changed in part with the written consent of the owners of a two-thirds majority of the lots in Allison Tracts Replace as follows:

- A. Paragraph 7 of the original covenants shall be amended to include the following sentence: Owner will sod, or seed, and landscape at least the front yard of the property by the end of the first summer season.

Dated this 15 day of May, 2003.

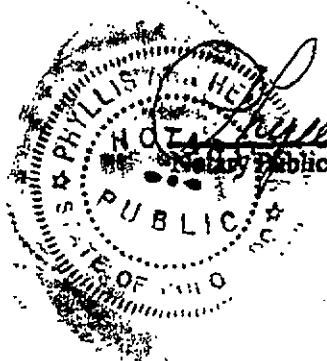
Allison Tracts Replat Architectural Control Committee

By Max Padilla, Member

Charlene Padilla, Member

The foregoing instrument was acknowledged before me this 15th day of May 2003, by Max Padilla and Charlene Padilla.

Witness my hand and official seal.



Ann Henderson, Notary Public

9-28-2004 Commission Expires


RECORDED 7/07/2003 AT 4:12 PM REC# 357541 SK# 1740 PG# 1404 DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 3
RECORDED 5/16/2003 AT 3:51 PM REC# 352535 SK# 1726 PG# 1640 DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 2

THE UNDERSIGNED DO FURTHERMORE DECLARE THAT EXCEPT AS ABOVE AMENDED THE PROTECTIVE COVENANTS OF ALLISON TRACTS REPLAT LOTS 1 THROUGH 5, SHALL REMAIN IN FULL FORCE AND EFFECT.

(The respective ownerships of the signatories are identified on Appendix 1, which is attached and incorporated herein by this reference.)

Dated this 15 day of May, 2003.

APPENDIX 1
Owners of Lots 2, 3, 4, and 5
Allison Tracts Replat, Lots 1 through 5


Max Padilla


Charlene Padilla

Colorado
State of Wyoming }
Laramie
County of Laramie }

SS

The foregoing instrument was acknowledged before me this 15th day of May, 2003, by Max Padilla and Charlene Padilla

Witness my hand and official seal.





9-28-2007
Commission Expires

RECORDED 7/07/2003 AT 4:12 PM REC# 357541 K# 1740 PG# 1405
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 2 OF 3
RECORDED 5/16/2003 AT 3:51 PM REC# 352535 K# 1726 PG# 1641
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 2 OF 2

This instrument filed for record by First American Title as an accommodation only. It has not been examined as to its execution or as to its effect upon the parties.

THE UNDERSIGNED DO FURTHERMORE DECLARE THAT EXCEPT AS ABOVE AMENDED THE PROTECTIVE COVENANTS OF ALLISON TRACTS REPLAT LOTS 1 THROUGH 5, SHALL REMAIN IN FULL FORCE AND EFFECT.

(The respective ownerships of the signatories are identified on Appendix 1, which is attached and incorporated herein by this reference.)

Dated this 19th day of June, 2003.

APPENDIX 1
Owners of Lot 1
Allison Tracts Replat, Lots 1 through 5

Alex Chacon
Alex G. Chacon

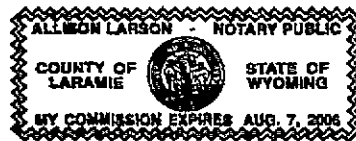
Fidelia Chacon
Fidelia Chacon

State of Wyoming }
 }
County of Laramie }

SS

The foregoing instrument was acknowledged before me this 19th day of June, 2003, by Alex G. Chacon and Fidelia Chacon

Witness my hand and official seal.



Allison Larson
Notary Public

August 7, 2006
Commission Expires