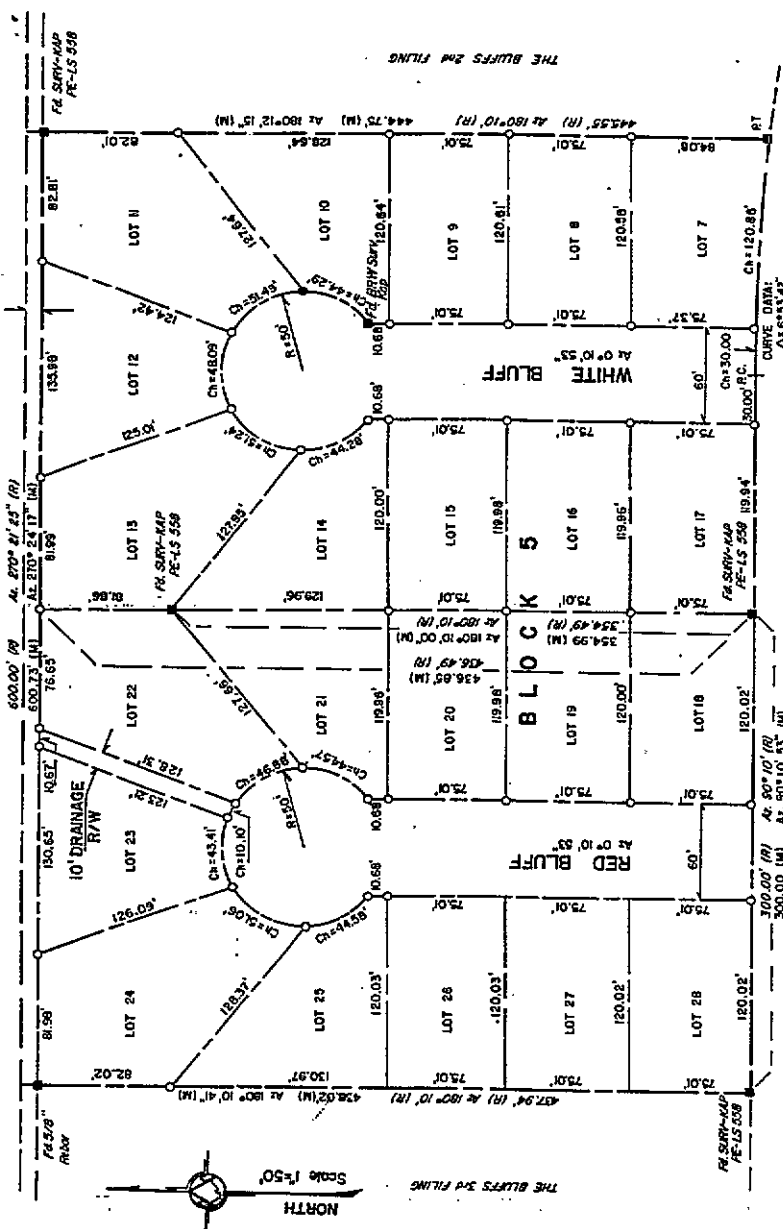




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- LEGEND:**
- F& Monument
  - Set 5/8" x 24" Rbor w/SURV-KAP L.S. 565
  - Scribed "X" in Concrete
  - (R) Record
  - (M) Measured

- NOTES:**
- 1) All distances are measured except as noted.
  - 2) Basis of Azimuth (189° 18' 00").
  - 3) 5th Filing on original plat of the Bluffs, Lots 13-17, located on the west line of 5th Cor. Lot 23 not set because it fell on existing fence corner.

**SURVEYOR'S CERTIFICATE**

I, William D. Branch, a Licensed Land Surveyor in the State of West Virginia, do hereby certify that this Map of Survey has been prepared from the field notes and data provided to me by Jeffrey Jones under my direct supervision and that I have further certify that the sole purpose of said survey was to recover or replace the Block Corners and the Lot Corners for Lots 7-23, Block 5, The Bluffs, 3rd Filing, City of Chayenne, Lataste Co., Wyoming, and the location of said corners as shown on this Map of Survey is correct to the best of my knowledge and belief.

*William D. Branch*  
 William D. Branch,  
 Wyo. L.S. 565



**MAP OF SURVEY**

LOTS 7-28, BLOCK 5,  
 THE BLUFFS 3rd FILING, CITY OF CHEYENNE.

The Bluffs Company  
a Limited Partnership  
Frank M. Cole, General Partner

\* DECLARATION FOR THE PROTECTIVE  
\* COVENANTS FOR THE BLUFFS, FIFTH  
\* FILING; AN ADDITION TO THE CITY  
\* OF CHEYENNE, LARAMIE COUNTY,  
\* WYOMING

to

The Public

\* Dated: March 10, 1987

\* Recorded

KNOW ALL MEN BY THESE PRESENTS: That all lots and blocks of The Bluffs, Fifth Filing, an addition to the City of Cheyenne, Laramie County, Wyoming, as said The Bluffs, Fifth Filing, appears on the plat thereof, which is on file in the Office of the County Clerk of the said county, and are now owned and held subject to the restrictions, conditions and covenants contained in this declaration by The Bluffs Company, a Limited Partnership, Frank M. Cole, General Partner; and said owner does hereby covenant and agree that any subsequent grants of any lots and blocks of said The Bluffs, Fifth Filing, shall be made subject to the covenants and restrictions hereinafter set forth:

1. All of the area of this addition shall be classified as High Density Residential Zone R-3 in accordance with the City of Cheyenne and Laramie County Zoning Ordinance - 1971.

2. No lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not more than three cars.

3. No structure shall be placed closer to the front or rear property lines than twenty-five (25.0) feet. No structure shall be placed closer to a side lot line than five (5.0) feet, except on a corner lot where there shall be a minimum of ten (10.0) feet from the side street property line. If the structures are designed to face the side street (i.e., Plain View Road), then they shall also be twenty-five (25.0) feet from the side street property line as well as the front street property line.

4. No fence shall be erected, placed or altered on any lot closer to the front street than thirty-five (35.0) feet from the front property line or the building line, whichever is greater. No fence or wall shall be erected, placed or altered on any corner lot closer to the side street than ten (10.0) feet, unless the side street is used as a reverse frontage, then said fence or wall shall be a minimum of twenty-five (25.0) feet from the side street property line.

5. Fences must be of either wood or brick and of first class construction. No plain concrete block fences shall be allowed exposed to any street. Common rear lot fences shall be placed on property lines and not on easement lines.

6. The Architectural Control Committee is composed of Frank M. Cole, William Hantsbarger, and William A. Swainson. In the event of death or resignation of any member of the committee, the remaining members shall have sole authority to designate a successor. The members of the committee and any future committee shall not be entitled to any compensation for services provided pursuant to this covenant.

At any time, the then record owners of a majority of the lots shall have the power of duly recorded written instrument to change the membership of the committee, to withdraw the committee, or to restore to it any of its powers and duties provided, however, that until houses have been built on the entire filing, declarant shall appoint the Architectural Control Committee.

7. No building shall be erected, placed or altered on any lot until construction plans and specifications, which shall propose a quality of construction comparable to other filings of The Bluffs, and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee as to materials, harmony of external design with existing structures, and location with respect to topography and finished elevation.

8. The Architectural Control Committee shall not be liable in damage to any person submitting requests for approval or to any owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove in regards to any matter within its jurisdiction hereunder.

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

9. No dwelling shall be permitted on any lot at a value of less than \$45,000 based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings within this filing shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet for a one-story dwelling nor less than 1200 square feet for a dwelling of more than one story.

10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No old house or structure of any kind shall be permitted to be moved on any of the aforementioned lots and blocks.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

12. Camp trailers, campers, boats, motor homes and other recreational or commercial vehicles and equipment shall not be stored in the required front or side yard set-backs or on any public street abutting a lot for a period of longer than forty-eight (48) hours. All such vehicles and equipment that are parked in rear yards must be at least seven (7.0) feet from the side or rear yard lines. On corner lots, the vehicles must be back from the street to at least the building set-back line and must be fenced from view from the street.

13. All structures shall have a minimum of twenty-five percent (25%) brick or stone (non-concrete products) on each side of the structure.

14. No trash containers shall be allowed to remain within view of the street or within the public right-of-way other than on the appropriate trash collection day.

15. All lots shall be sodded or seeded within the front yards, and street side yards on corner lots, within sixty (60) days from the date that the house is occupied. This is to exclude the period of October 1st of one year through June 1st of the following year, with sod being in place by July 1st of that year.

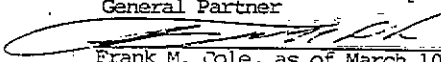
16. These covenants shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part provided, however, that until the entire filing has been sold, no change may be recorded unless done so by the declarant.

17. Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant, either to restrain violations or to enforce compliance with these covenants. Failure by the declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Nor shall the declarant be responsible for the enforcement of any of the covenants other than architectural control after the lots are sold.

18. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

THE BLUFFS COMPANY  
A LIMITED PARTNERSHIP  
WILLIAM HANTSBARGER

  
William Hantsbarger as of April 28, 1987  
General Partner

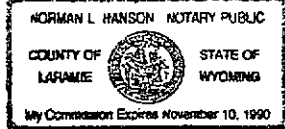
  
Frank M. Cole, as of March 10, 1987  
General Partner

STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

On this <sup>MAY 14</sup> 13<sup>th</sup> day of ~~March~~, 1987, before me appeared William Hantsbarger, to me personally known to be the person described herein, and who executed this instrument of his own free act and deed for the purposes therein mentioned.

General Partner

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office on the day and year first above written.



*Norman L. Hanson*  
Notary Public

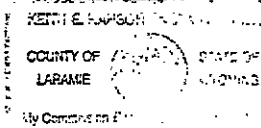
My Commission Expires:

STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

On this 14<sup>th</sup> day of May, 1987, before me appeared Frank M. Cole, to me personally known to be the person described herein, and who executed this instrument of his own free act and deed for the purposes therein mentioned.

General Partner

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office on the day and year first above written.



*Keith E. Hanson*  
Notary Public

My Commission Expires: