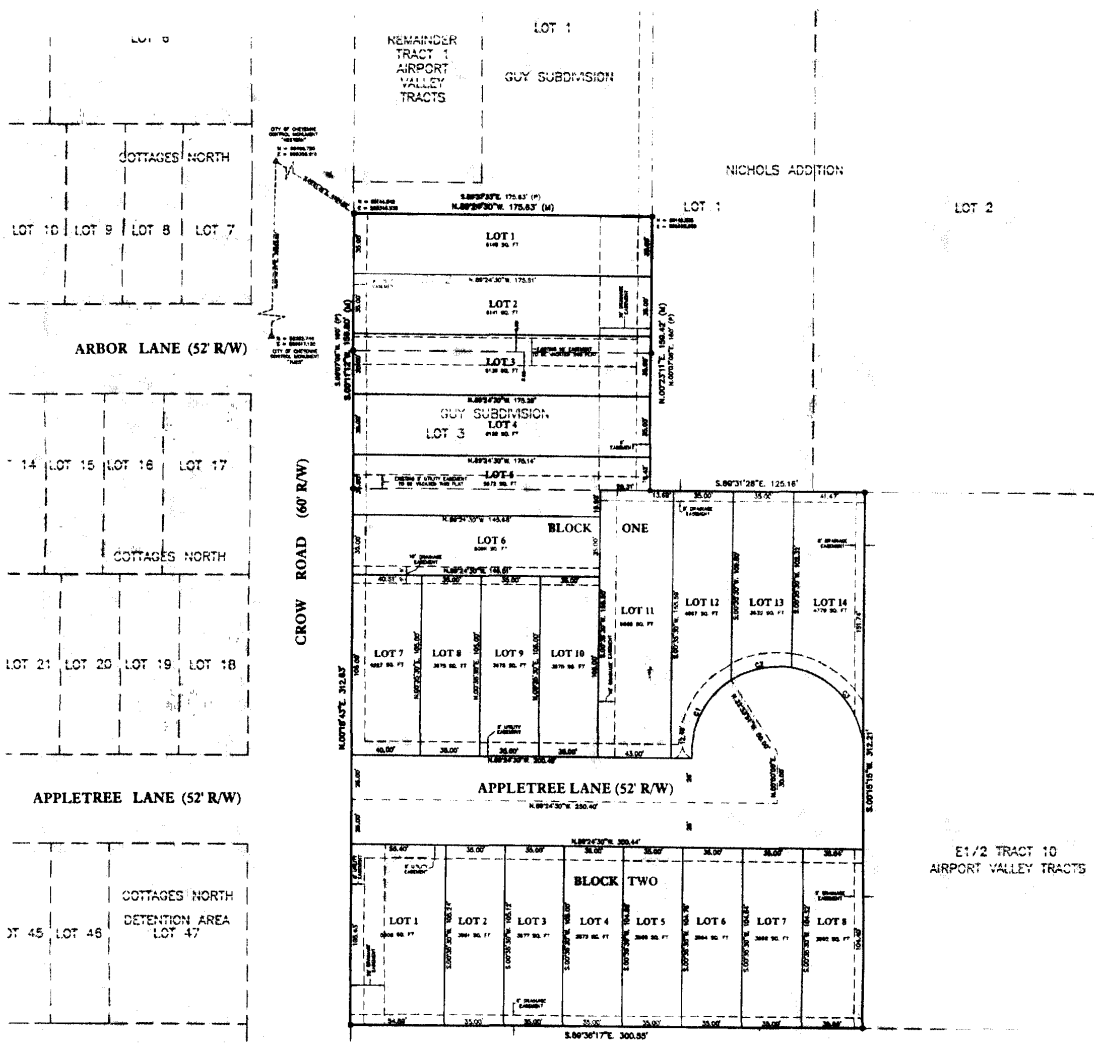




First American Title™

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APPROVALS

Approved by the City of Cheyenne Planning Commission
 this 2nd day of JANUARY, 2008
 Development Director
[Signature]

Approved by the City Council of the City of Cheyenne, Wyoming, this
 2nd day of JANUARY, 2008
[Signature] ATTEST: *[Signature]*
 City Clerk

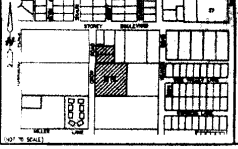
NOTES

- THIS PLAN DOES NOT FALL WITHIN THE FLOOD HAZARD AREA AS SHOWN ON THE FLOOD PLANS ACCORDING TO FEMA MAP PANEL 80070001001 DATED JANUARY 17, 2007.
- BASED ON RECORDS - CITY OF CHEYENNE DATA REFERENCED FROM CITY CONTROL, WARDMENS "RECORD" & "DUPLICATE"
- ALL LOT CORNERS, WALLS, FINISH AND CURVE POINTS TO BE SET BY THE SURVEYOR IN ACCORDANCE WITH THE ALUMINUM CAP STAMPED "S.S. P.L.S. 2007"

LEGEND

- FOUND "X" ALUMINUM CAP STAMPED "S.S. P.L.S. 2007"
- FOUND "X" ALUMINUM CAP STAMPED "S.S. P.L.S. 2007"
- "S.S. P.L.S. 2007" LINES REFER TO "X" ALUMINUM CAP STAMPED "S.S. P.L.S. 2007"
- MEASURED DATA FROM SURVEY
- RECORD DATA FROM RECORDED PLAT OF GUY SUBDIVISION

WICINITY MAP



DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT: One House LLC, a Wyoming Limited Liability Company, owner in fee simple of the West Half (50%) of Tract 10, Airport Valley Tracts and Lots 2 & 3, Block 1, Guy Subdivision, City of Cheyenne, Laramie County, Wyoming, has caused the same to be surveyed, located, re-established and known as CANDLEWOOD SUBDIVISION, does hereby declare the subdivision of said land as it appears on this plat, to be their free and clear and in accordance with their desires, and do hereby dedicate to the use of the public Appletree Lane and grant the easements for the purposes indicated hereon.

One House LLC
[Signature]
 Larry Sutherland, member

ACKNOWLEDGMENT

STATE OF WYOMING }
 COUNTY OF LARAMIE }
 The foregoing instrument was acknowledged before me this 2nd day of JANUARY, 2008, by Larry Sutherland, member, One House LLC, a Wyoming Limited Liability Company.
[Signature]
 Notary Public, Laramie County, Wyoming

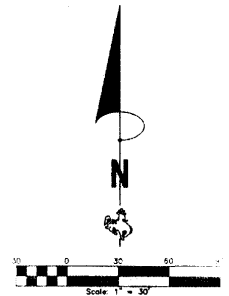
My Commission Expires: APR 20, 2010

CURVE TABLE

NUMBER OF CHAINS	CHORD	CHORD BEARING	TANGENT	TRACED	CHORD LENGTH	CHORD BEARING
1	15.00	S 89° 31' 17" E	30.00	30.00	30.00	89° 31' 17"
2	15.00	S 89° 31' 17" E	30.00	30.00	30.00	89° 31' 17"
3	15.00	S 89° 31' 17" E	30.00	30.00	30.00	89° 31' 17"
4	15.00	S 89° 31' 17" E	30.00	30.00	30.00	89° 31' 17"

CERTIFICATE OF SURVEYOR

I, John A. Steel, Registered Professional Land Surveyor in the State of Wyoming, hereby state that the plat of CANDLEWOOD SUBDIVISION was prepared from official plats and deeds of record and from notes of a field survey conducted by me or under my direct supervision during the month of August, 2008, that the monuments are set or found as shown and that the plat correctly represents said survey of the land depicted hereon to the best of my knowledge.



VACATION STATEMENT

IT IS THE INTENT OF THIS REPLAT TO VACATE THE TRACT LINES OF THE W/2 TRACT 10, AIRPORT VALLEY TRACTS AND THE LOT LINES AND EASEMENTS OF LOTS 2 & 3, BLOCK 1, GUY SUBDIVISION CONTAINED WITHIN THIS REPLAT.

CANDLEWOOD SUBDIVISION

A REPLAT OF THE
 W/2 TRACT 10,
 AIRPORT VALLEY TRACTS AND
 LOTS 2 & 3, BLOCK 1, GUY SUBDIVISION,
 CITY OF CHEYENNE,
 LARAMIE COUNTY, WYOMING.

PREPARED SEPTEMBER, 2008

STEEL SURVEYING SERVICES, LLC
 PROFESSIONAL LAND SURVEYORS
 1102 WEST 19TH STREET, P.O. BOX 2070
 CHEYENNE, WY 82001

State of Wyoming)

) SS:

County of Laramie)

One House, LLC

to

THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS

This Declaration made on the date hereinafter set forth below by One House, LLC,
hereinafter referred to as the "Declarant."

Lots 1 through 14, Block 1

and

Lots 1 through 8, Block 2

CANDLEWOOD SUBDIVISION

A REPLAT OF THE W1/2 TRACT 10, AIRPORT VALLEY TRACTS AND LOTS 2 & 3, BLOCK 1, GUY
SUBDIVISION, CITY OF CHEYENNE, LARAMIE COUNTY, WYOMING

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, One House, LLC, a Wyoming Corporation,
being the owner in fee simple of Lots 1 through 14, Block 1, and Lots 1 through 8, Block 2, Candlewood
Subdivision, City of Cheyenne, Laramie County, Wyoming does here by make this Declaration of Protective
Covenants applicable to all the described property.

ARTICLE I

Section 1. "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to the certain real property hereinbefore described.

Section 3. "Easements" shall mean all easements utilized as access, utility, and drainage easements for the common good of the Owners, and which are not dedicated to the public.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 5. "Declarant" shall mean and refer to One House, LLC, its successors and assigns.



1. **Land Use and Building Types.** No lot shall be used except for residential purposes for the construction of single family dwellings or townhouse units with associated garages.
2. **Architectural Control.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a site plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and location with respect to topography and finish grade elevations. All construction shall be new and no building or buildings may be removed from another location to any site within this subdivision. Approval by the Architectural Control Committee shall be as provided in paragraph #14.
3. **Minimum Size and Building Locations.**

Building Quality and Size. No building shall be permitted on any lot in which the total livable area of the residential structure, exclusive of porch and garage, is less than 1100 square feet with a 2 car attached garage. It is understood that these minimum requirements shall be determined by measurement of the framing dimensions of the living quarters only and are exclusive of basement area.

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

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

ARTICLE II

Section 1. General Rule of Law Apply. Each wall, which is built as part of the original construction of the individual homes upon the Properties and placed on the dividing line between lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply hereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or other Casualty. If a party wall is destroyed by fire or other casualty, any Owner who has used or has use of the wall must restore it, and if the Owner thereafter make use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice; however, the right of any such Owner to call for a larger contribution from others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner, who by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with the Land. The right of any owner to contribution to any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be made by a majority of all the arbitrators.

4. Use Restrictions:

1. **Alteration of Exterior Design:** It shall be a restrained activity to remove, replace, repair or alter roofing, gutters and downspouts, walls, concrete porches, sidewalks and driveways, and landscaping or any other exterior feature which would change the appearance of the building or front yard.
 - a. All roofs will be a color of weathered wood or black Heritage 30 or better, and each set of twinhomes will have the same color roof. All exterior trim originally white, garage doors and any front fencing will remain white. Colors for the bodies of the buildings (exclusive of the trim) will be at the discretion of the individual owners. If siding is replaced it must be of a similar type of sheet siding as when originally built.
 - b. **Mandatory Repairs:** In the event of damage or destruction of any or all properties covered by these covenants, the damaged property shall be promptly repaired or reconstructed at the cost of the present owner. Repairs and reconstruction must be completed in such a way as not to change the outward appearance of the building or retaining walls.
 - c. Landscaping shall be approved by the builder or Architectural Control Committee. All landscaping shall be maintained in a proper manner, which is in harmony with all other properties subject to this Declaration. Xeriscape landscaping, desert landscaping, gravel, etc., will be permitted on any lot in this subdivision with builder and Architectural Control Committee approval. All approved front landscaping to be completed by builder or owner within 90 days of closing (weather permitting).
 - d. No fence, wall or solid hedge shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line, except the fencing to be erected during the initial construction by One-House, LLC and/or builders to enclose utility boxes within the front yards. Back yard fencing shall be no higher than six feet.
5. **Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on public record. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements. No owner shall be allowed to alter the final grade of the property or otherwise obstruct surface drainage. No plantings that require watering are recommended within five feet of the foundation.
6. **Street Access and Sight Distance at Intersections:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. No tree shall be permitted to remain within such a distance to such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
7. **Nuisances:** No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. **Temporary Structures:** No structures of a temporary character, trailer, modular, basement, tent, shack, barracks, garage, or barn shall be used on any lot at any time as a residence, either temporary or permanent. However, this covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structure whenever the same has been on the premises an unreasonable amount of time, or in any other way, has become a nuisance.



9. **Parking and Non-Operative Vehicles and Facilities:** Parking of trailer-campers, truck-campers, bus-campers, motor homes, and other large vehicles shall be limited to a period of 72 (seventy-two) hours when parked on the lots or easements. No vehicle as mentioned above shall be parked to interfere with any other lot Owner's access to their home or driveway. The parking of recreational vehicles shall be of a temporary nature and shall not be left parked for "storage"; no storage shall be permitted at any time. Vehicles which are not in running condition, in a state of disrepair, or unlicensed shall not be parked on the street in front of a residence or in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice, and may not be stored anywhere on the property.
10. **Signs:** No sign of any kind, on any lot, shall be displayed in public view except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales periods.
11. **Livestock and Poultry:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except normal household pets, not exceeding a combination of two such pets, may be kept provided that no such animal becomes a nuisance or is kept, bred, or maintained for any commercial purpose. No animal shall be allowed to roam free outside the property boundary of the Owner's lot. Each animal owner shall be responsible for clean up and removal of any animal waste created by such pet, whether on his lot or another lot subject to the Declaration.
12. **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish, trash and garbage. Garbage and all waste shall be kept in sanitary containers.
13. **The Architectural Control Committee:** The Architectural Control Committee shall be composed of the following persons; Lots 1 through 6, Block 1: Janet Marschner and/or Larry Sutherland and/or Kimberlee Sutherland. Lots 7 through 14, Block 1 and Lots 1 through 8, Block 2: Paul Frauendienst and/or Larry Sutherland and/or Kimberlee Sutherland. The committee may be contacted in writing at 6106 Yellowstone Road, Cheyenne, WY 82009. A majority of the committee may designate a representative to act for it. In the event of death, or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. None of the members of the committee, nor their designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. After 10 years from the date of this instrument, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee, or to amend any powers or duties of the committee.
14. **Procedure:** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to review the plans or issue a written approval or disapproval within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.
15. **Term:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten 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.



16. **Enforcement:** In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area or the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages; and in addition, to recover from the party so violating such protective covenants, reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery of the damages. The Architectural Control Committee is in no way responsible for the enforcement of the restrictions in this declaration.
17. **Severability:** Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
18. **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.
19. **No Liability, Neither Declarants, any member of the Architectural Control Committee, Candlewood Subdivision, One House, LLC, Larry Sutherland, Kimberlee Sutherland, Janet Marschner, Paul Frauendienst, 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.**

DATED this 29th day of April, 2010.

ONE HOUSE, LLC.

by [Signature]

Larry D. Sutherland, Managing Member

by [Signature]

Kimberlee Sutherland, Member

STATE OF WYOMING)

) SS:

COUNTY OF LARAMIE)

The foregoing DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me by Larry D. Sutherland & Kimberlee Sutherland this 29th day of April, 2010. WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]

Notary Public

My Commission Expires: May 15, 2011

