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RECORDED MAY 19 1983 945 O'CLOCK A.M.

THE STATE OF WYOMING 698914
Reception No. JANET C. WHITEHEAD, Recorder
COUNTY OF LARAMIE)
SS.

TO THE PUBLIC: DATE: May , 1983

GRANTOR: Clem A. Herz, Aldeen K. Herz, Donald F. Murray
and Barbara M. Murray.

DECLARATION OF PROTECTIVE COVENANTS

CEDARWOOD MANOR

The undersigned, being the owners in fee simple of the following described property situate in Laramie County, Wyoming, to-wit:

Lots 1 through 16, inclusive, Cedarwood Manor, a Replat of Lot 1, Block 2, Windwood Manor Subdivision, City of Cheyenne, Laramie County, Wyoming,

do hereby make this Declaration of Protective Covenants applicable to all of the described property.

GENERAL REQUIREMENTS FOR ALL LOTS
IN THE SUBDIVISION

1. All of the above-described land shall be known and described as multi-family residential land and will be restricted to the covenants herein contained and by the appropriate Zoning Ordinances for use of multi-family residences.

2. Dwelling Quality and Size. No dwelling shall be permitted on any lot except as is authorized by provisions of the City Building Code and Zoning Ordinance as effective on the date of filing of these protective covenants.

3. Building Locations.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines as authorized by City Ordinance.

(b) No building shall be located nearer than five (5) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. If more than one lot is used for the construction of an integrated housing facility or unit, then the perimeter lot lines of the combination of lots only shall be subject to the setback restriction of this paragraph.

(c) For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. Drainage Requirement. Onsite drainage detention shall be provided in conformity with the City of Cheyenne drainage requirement.

5. Construction.

(a) Construction or alteration of any buildings shall meet the standards provided in this Declaration. Exterior surfaces of all dwellings, garages excluded, shall be one-half (1/2) masonry.

(b) Improvements erected on the property subject to this Declaration shall not exceed two stories in height without specific prior written approval of the Architectural Control Committee.

6. Architectural Control. No improvements shall be erected, placed or a major alteration of any exterior of any improvement be made, on any building site until the building or other improvement plans, specifications, and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing by the Architectural Control Committee. The Committee's decision shall be based on harmony of external design with existing structures in the development, location of the improvements on the building site (giving due regard to the anticipated use thereof as same may affect adjoining structures), uses and grades of finished ground elevation; provided, however, that the Grantor, its successors or assigns, shall not be liable in damages to any one so submitting plans or to any owner of land covered by this instruction by reason of mistake in judgment, negligence or nonfeasance of itself, its agents, or employees, arising in connection with the approval or disapproval, or failure to approve any such plans. Approval shall be as provided in Paragraphs 17 and 18.

7. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

8. Nuisances. No noxious 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.

9. Temporary Structures. 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. However, this covenant shall not restrict a building contractor or land developer from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of erecting and selling dwellings; provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever in its sole discretion the same have been on the premises an unreasonable length of time.

10. Parking and Non-Operative Vehicles and Facilities. Parking of trailer-campers, truck-campers, bus-campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours when parked on the street in front of a dwelling or a parking area behind a

dwelling. The parking of boats and trailers on the street or on any parking area of a dwelling shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a dwelling or on any parking area of any dwelling more than 24 hours at any one time or as a repeated matter of practice.

11. Signs. No sign of any kind shall be displayed to the public view on any lot 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 period.

12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. Livestock and Poultry. 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.

14. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. Landscape.

(a) The premises shall be attractively maintained, including removal of debris and control of weeds and on-site vegetation.

(b) Grass lawns shall be promptly planted covering at least one-half (1/2) of the undeveloped portion of a lot.

(c) Two (2) trees at least eight (8) feet high shall be promptly planted on each lot.

(d) No overhead wires shall be allowed unless approved in writing by the Architectural Control Committee.

(e) No Owner shall place a tv, radio, citizens band radio, or any other such antennas on any improvement or any lot without the prior approval of the Architectural Control Committee.

16. Architectural Control Committee. The Architectural Control Committee is composed of the following persons: Clem A. Herz, M. V. Federer and Donald F. Murray. 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 its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, 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 withdraw from

the committee or restore to it any of its powers and duties.

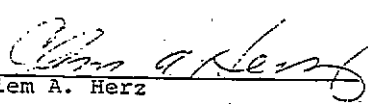
17. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the 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.

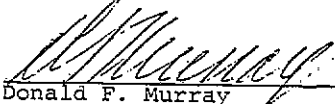
18. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless 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.


19. 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 covenant 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.

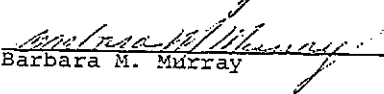
21. Severability. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DATED this 19th day of May, 1983.


Clem A. Herz


Donald F. Murray


Aldeen K. Herz


Barbara M. Murray