First American Title™

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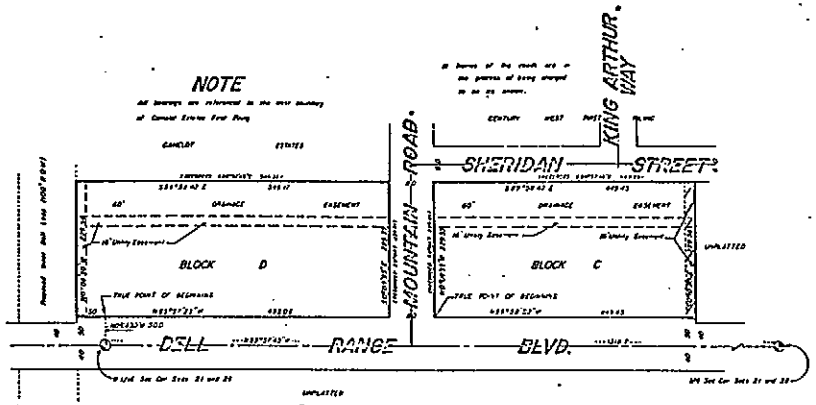
245 Storey Boulevard
Cheyenne, WY 82009
307-635-1181



DESCRIPTION

That part of the SW 1/4 Sec 21, T14N, R66W of the 6th P.M., Laramie County, Wyoming, being more particularly described as:

Beginning at the W1/16 Sec Cor Secs 21 and 28, thence N0°00'00"E along the North-South center line and SW 1/4 a distance of 300 feet to the TRUE POINT OF BEGINNING for Block B, thence N89°57'21"W along a line which is the South line and SW 1/4 a distance of 300 feet, thence N0°00'00"E along a line 300 feet West of and parallel with said North-South center line SW 1/4 a distance of 229.54 feet to the SW corner of Century West First Filing, thence S89°59'58"E along the South line said Century West First Filing a distance of 34827 feet to a point of intersection with the Westerly ROW line of Mountain Road, thence 30°09'32"E along said Westerly ROW line a distance of 22933 feet to a point of intersection with the South ROW line of Dell Range Blvd., thence N57°57'21"W a distance of 41906 feet to the TRUE POINT OF BEGINNING for Block B,

and also

That part of the SW 1/4 Sec 21, T14N, R66W of the 6th P.M., Laramie County, Wyoming being more particularly described as:

Beginning at the W 1/16 Sec Cor Secs 21 and 28, thence N0°00'00"E along the North-South center line and SW 1/4 a distance of 300 feet, thence S89°57'21"E along the South line of Block B a distance of 379.06 feet to a point of intersection with the Easterly ROW line of Mountain Road said point also being the TRUE POINT OF BEGINNING for Block C, thence N30°09'32"W along said Easterly ROW line Mountain Road a distance of 229.33 feet to a point of intersection with the South ROW line of Sheridan Street, thence N59°50'28"E along said ROW line of Sheridan Street a distance of 441.43 feet, thence N30°09'32"E a distance of 22933 feet to a point of intersection with the North ROW line of Dell Range Blvd., thence N57°57'21"W along said ROW line of Dell Range Blvd a distance of 441.43 feet to the TRUE POINT OF BEGINNING for Block C.

Said parcels contain 5.27 acres (more or less)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that:

Robert W. Anderson, Richard C. Anderson and John R. Anderson owners of the ground of the land platted in this plat of CENTURY WEST SECOND FILING, does hereby declare that the plat is with their consent and in accordance with their desires and do hereby dedicate to the use of the public forever the streets of said Block B as shown hereon.

Robert W. Anderson

Richard C. Anderson

John R. Anderson

ACKNOWLEDGEMENT

STATE OF WYOMING)
COUNTY OF LARAMIE) ss

The foregoing instrument was acknowledged before me by Robert Anderson this 15th day of November, 1979 witness my hand and official seal.

Notary Public

My commission expires September 7, 1983

SURVEYOR'S CERTIFICATE

STATE OF WYOMING)
COUNTY OF LARAMIE) ss

I, John E. Love, a Land Surveyor registered in the State of Wyoming do hereby certify that this plan of CENTURY WEST SECOND FILING was prepared from the field notes of a survey made by me during September, 1979 and that it correctly and accurately represents said survey of the lots and boundaries and shows thereon all monuments as they were set in the ground at all lot corners and that said monuments control the lines as shown in the DESCRIPTION.

John E. Love
Wyoming L.S. No. 3111

CENTURY WEST
SECOND FILING

A SUBDIVISION OF A PART OF
THE S 1/2 SW 1/4 SEC 21, T14N,
R66W of the 6th P.M.
LARAMIE COUNTY, WYOMING

APPROVAL

Approved by the Board of County Commissioners of Laramie County, Wyoming this 17th day of December, 1979.

Dennis Loyd, Chairman

John R. Hausman

APPROVAL

Approved by the City Council of the City of Cheyenne, Wyoming this 5th day of October, 1979.

Bill Hutton, Mayor

Jerome Crawford

APPROVAL

Approved by the Cheyenne-Laramie County Regional Planning Commission this 23rd day of October, 1979.

James Hill, Chairman

Secretary

349196

The foregoing was filed for record on the 27th day of November, A.D. 1979 at 9:01 o'clock A.M. and recorded in Book 1114 of Photo on page 301

Jack C. Whitmore
County Clerk and Ex-Officio Clerk of the District Court

By Barbara Bygdon
Deputy

PLANNING SERVICES, INC.
PLANNING ENGINEERING LAND SURVEYING
309 North Lincoln Road, Cheyenne, Wyoming

Project No. 7917 | Sht. No. 1 of 1 Sht.
Date Drawn 7/79 | Scale 1"=100'

RECORDED OCT 17 1985 AT 116 O'CLOCK A.M.
Reception 811243 JANET C. [illegible] D, Recorder

RESTRICTIVE COVENANTS

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

Gordon Deisch and Linda Deisch, husband and wife, whose Post Office address is P.O. Box 2515 Cheyenne, Wyoming 82003 (hereinafter "Deisch") are now the owners of the property described as follows:

> The south 169.55 feet of the east 253.45 feet of Block C, Century West 2nd Filing, City of Cheyenne, Laramie County, Wyoming (hereinafter called the "Deisch lot"), and
>
> The south 169.55 feet of the west 160 feet of Block C, Century West 2nd Filing, City of Cheyenne, Laramie, Wyoming (hereinafter called the "Mini Mart property")

Mini Mart, is the lessee under a lease (the "Lease") between Deisch as lessor and Mini Mart as lessee of the above-described Mini Mart property.

The Deisch lot adjoins and is adjacent to the Mini Mart property.

Mini Mart desires, for so long as the Lease and any extensions or renewals thereof is in effect, that there be a restriction upon use and location of the buildings and other improvements constructed upon the Deisch lot.

Deisch for themselves, their heirs, executors, administrators, agents, assigns, or successors in interest hereby covenant to Mini Mart and its assigns or successors for so long as the Lease and any extensions or renewals thereof remains in force, that unless Mini Mart gives its prior written consent, any building or other structure built or placed on the Deisch lot will be placed either (1) so that the south building line of such building or other structure does not extend beyond the southernmost building line of the Mini-Mart store located on the Mini Mart property or (2) if not located according to (1) above, will be placed so that the west building line of such structure built or placed on the Deisch lot is at least 30 feet from the east property line of the Mini Mart property and the south building line of such structure is not less than 30 feet from the south property line of the Deisch lot. Such restriction being illustrated in Exhibit A attached hereto and incorporated herein.

Deisch further, for themselves, their heirs, executors, administrators, agents, assigns, or successors in interest hereby covenant to Mini Mart and its assigns or successors for so long as the Lease and any extensions or renewals thereof remains in force, that unless Mini Mart gives its prior written consent, any additions or improvements which are or may be constructed upon the Deisch lot within a certain distance of the Mini Mart property, as more fully set forth below, will not be leased, used or otherwise occupied or employed for the operation of:

> (a) Any business or deli type sandwich shop located upon the Deisch lot and which would compete with the general retail food, sandwich or motor fuel dispensing business of Mini Mart or with any product line or lines sold by Mini Mart

including, without limitation, any business which sells any soft drinks, candy, motor fuel, motor oil, snack items, cigarettes, magazines, milk, or provides electronic amusement games; provided, however, that the sale of such items from vending machines shall not be prohibited.

(b) Any physical fitness center, beauty shop, laundromat, donut shop, or sit-down restaurant located within 50 feet of the Mini Mart property.

This covenant is superior and paramount to the rights of Deisch in the servient estate so created, and is a covenant running with the land for so long as the Lease and any extensions or renewals thereof remains in effect.

GORDON DEISCH

LINDA DEISCH

Subscribed and sworn to before me this 5th day of Dec, 1985, by Gordon Deisch and Linda Deisch.

Witness my hand and official seal.

Notary Public

My Commission Expires:

COUNTY OF LARAMIE STATE OF WYOMING

COMMISSION EXPIRES JULY 6, 1988

RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.

'91 DEC 23 PM 4 29

093741

STATE OF WYOMING)
)SS
COUNTY OF LARAMIE)

MODIFICATION OF PROTECTIVE COVENANTS

TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS:

The undersigned members of the Architectural Control Committee for the Century West Planned Unit Development, being a majority of the members designated in the Declaration of Protective Covenants dated September 1, 1974, and recorded with the Laramie County Clerk at Book 1022, Page 249 et seq., pursuant to the provisions of Section I of said Covenants, do hereby change the determination and division of land subject to the declaration as follows:

1. The lands subject to the Declaration of Protective Covenants shall be divided in four categories, namely (A) Commercial; (B) Multi-family; (C) Single family residential use; (D) Governmental use.

2. The lots subject to a Governmental use shall be exempt from all conditions of the Declaration of Protective Covenants except the General Conditions contained in Section VI.

3. Governmental use shall mean uses primarily for governmental buildings and uses where the activities conducted are directed to providing services to the public.

4. Those lands identified as being for Governmental use are described in Exhibit A attached hereto and incorporated by this reference herein.

DATED this 20th day of December, 1991.

Isabel M Anderson
ISABELLE M. ANDERSON

STATE OF WYOMING)
)SS
COUNTY OF LARAMIE)

Acknowledged before me by Isabelle M. Anderson this 20th day of December, 1991,

Witness my hand and official seal.

Leanne Greenhagen
NOTARY PUBLIC

My Commission Expires:
Feb 15, 1994

OFFICIAL SEAL
Leanne Gr[illegible]agen
Notary Pub[illegible]ing
Principal Office i[illegible]ounty
My Commission Expires [illegible]5, 1994

BOOK 1313

745

Richard Charles Anderson
RICHARD CHARLES ANDERSON

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

Acknowledged before me by Richard Charles Anderson this 20th day of December, 1991.

Witness my hand and official seal.

Joanne Greenhagen
NOTARY PUBLIC

My Commission Expires:
Feb. 15, 1994

OFFICIAL SEAL
Joanne Greenhagen
Notary Public - Wyoming
Principal Office in Laramie County
My Commission Expires Feb. 15, 1994

Walter C. Urbigkit, Jr.
WALTER C. URBIGKIT, JR.

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

Acknowledged before me by Walter C. Urbigkit this 23rd day of December, 1991.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:
January 7, 1992

REVIEWED AND APPROVED for Governmental use this 23rd day of December, 1991.

Cheyenne-Laramie County
Regional Planning Commission

BY: Michael Cell
Development Director

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

23rd day of December, 1991. Acknowledged before me by Michael Cell this

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:
January 7, 1992

EXHIBIT "A"

A tract of land situated in the SW1/4SW1/4 of Section 21, Township 14 North, Range 66 West of the 6th P. M., Laramie County, Wyoming, more particularly described as follows:

Commencing at the Southwest corner of said Section 21; thence an azimuth 359°56'10" (grid azimuth from north, City of Cheyenne datum) along the west line the said Section 21, a distance of 560.00 feet to the point of beginning of the tract to be described, said point being monumented by a found 3" brass cap stamped "PELS 2206", also being the Northwest corner of Anderson Corner Subdivision; thence continuing 359°56'10", along said West line a distance of 766.68 feet to the Northwest corner of said SW1/4SW1/4, being monumented by a found 11/2" iron pipe with brass cap stamped "LS 519", also being the Southwest corner of Century West Fifth Filing Subdivision; thence 90°13'09", along the south line of said Century West Fifth Filing, a distance of 499.09 feet to a found 5/8" rebar with plastic cap stamped "LS 566"; thence 90°07'27", along said South line, a distance of 472.22 feet to a point on the Westerly right-of-way line of Converse Avenue, being monumented by a set 5/8" x 24" rebar with 1 1/2" aluminum cap stamped "SSS LS 2500"; thence Southeasterly along said Westerly right-of-way line, a distance of 450.93 feet along a curve to the right to a found 2" aluminum cap stamped "LS 566", having a radius of 479.82 feet and a central angle of 53°50'47" (chord azimuth of 152°57'03", chord distance of 434.52 feet); thence 179°52'55", along said Westerly right-of-way line, a distance of 584.78 feet to the Northerly line of said Anderson Corner, being monumented by a found 2" aluminum cap stamped "LS 566"; thence Northwesterly along a curve to the left, a distance of 151.18 feet to a set 5/8" x 24" rebar with aluminum cap stamped "SSS LS 2500", having a radius of 230.00 feet, a central angle of 37°39'36" (chord azimuth of 288°54'08", chord distance of 148.47 feet); thence 270°05'45", a distance of 644.35 feet to a set 5/8" x 24" rebar with 1 1/2" aluminum cap stamped "SSS LS 2500"; thence 359°54'35", a distance of 158.00 feet to a set 5/8" x 24" rebar with a 1 1/2" aluminum cap stamped "SSS LS 2500"; thence 270°07'27", a distance of 384.21 feet to the point of beginning.

RECORDED DEC 10 1974 AT 2:51 O'CLOCK P.M.

RECEPTION NO. 344258 JOHN B. HUGHMAN, Recorder

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

ISABEL M. ANDERSON, RICHARD CHARLES ANDERSON, JOHN ROBERT ANDERSON AND CENTURY WEST, INC.

TO THE PUBLIC:

September 1, 1974

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned designated "Grantor" herein and being the owners in fee simple of the lands as described in Exhibit "A" attached hereto and incorporated by this reference as situate in Laramie County, Wyoming, do hereby make, file and establish this Declaration of Protective Covenants applicable to all of the described property.

I.

The lands subject to this declaration shall be divided in three categories, namely (A) Commercial; (B) Multi-family; and (C) Single family residential use. Such determination and division shall be made by the architectural control committee hereinafter named and may be subject to change by the committee only to the extent that approval therefor is given by the Cheyenne-Laramie County Planning Commission. Upon selection and determination of use category, such lands shall be subject to the protective covenants as are hereinafter stated for such determined use.

II.

One-Family Home-Owned Residential Use

1. The lots subject to a One-Family Home-Owned Residential use shall be used for the following described purposes and no other:

A one-family dwelling, home-owned residential use and no building shall be erected, altered, placed or permitted to remain on any lot other than the unit authorized and no structure shall exceed two stories in height and a provate garage appurtenant thereto. Construction of residential units for lease or rental purposes pursuant to this paragraph is specifically prohibited.

2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to any designated style or quality of workmanship and as to materials, harmony of external design with existing structure, and location with respect to topography and finish grade elevations. All construction shall be new with not less than 25% brick or similar masonry external facing for first story or to roof line exclusive of windows, eves or porches and no building or buildings may be removed from another location

to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing. All construction shall be subject to the approval as provided in Section IV.

3. Dwelling Quality and Size. No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porch and garage shall be less than 750 square feet or 500 square feet in a story and one-half structure with 1,000 square feet of finished living area.

4. 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 provided by City and/or County ordinance restrictions. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line.

B. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

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.

5. 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.

6. 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.

7. 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.

8. 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 residence or a parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a residence

and a street 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 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 as a repeated matter of practice.

9. 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.

10. 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.

11. 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.

12. 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.

13. Water Supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the City of Cheyenne and Laramie County, Wyoming.

14. 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, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Specific Reservations, restrictions and Limitations for Construction, Planning, Development and Use.

(A) Lawns shall be promptly planted and no grass shall be planted in said lawns other than a pure strain of bluegrass under various trade names or any other grass which as the advance written approval of the Architectural Controll Committee.

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

BOOK 1022

(C) There shall be provided for each residence, off street parking for at least one vehicle.

III.

Multi-Family Residential Use

1. The lots subject to use for multi-family residential use, pursuant to this declaration of protective covenants shall be used for the following described purposes and no other.

Class A. Not to exceed two-unit family dwellings on each lot constructed for residential purposes as private ownership and no building shall be erected, altered, placed or permitted to remain on any lot other than the unit above authorized and no structure shall exceed two stories in height and a private garage appurtenant thereto.

Class B. Multi-family rental units or units constructed for lease, rental, ownership or occupancy by or to public housing agencies.

2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structure, 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. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing. All construction shall be subject to the approval as provided in Section V. Appurtenances shall be furnished to make the structures appropriate to the area located including specifically garages, utility structure and rear driveway entrances. No front yard parking slabs shall be permitted without specific and individual written approval by the architectural control committee.

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

4. 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 shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line.

B. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 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 set back 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.

5. 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.

6. 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.

7. 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.

8. 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 residence or a parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street 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 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 as a repeated matter of practice.

9. 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. In addition to the foregoing as to apartment complexes which may be constructed on a portion of the premises, an appropriate and discreet sign as approved by the architectural control committee, may also be erected on the premises.

10. 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.

11. 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.

12. 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.

13. Water Supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the City of Cheyenne and Laramie County, Wyoming.

14. 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, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Specific Reservations, Restrictions and Limitations for Construction, Planning, Development and Use:

(A) Lawns shall be promptly planted and no grass shall be planted in said lawns other than a pure strain of bluegrass under various trade names or any other grass which has the advance written approval of the Architectural Control Committee.

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

(C) There shall be provided for each residential unit, off street parking for at least one vehicle.

IV.

Commercial Development

1. The real property subject to this section is hereby determined to be subject to the conditions, covenants and easements herein provided in order to insure proper use, development and improvement of each building site to protect the owners of building sites against improper use of surrounding building sites which might depreciate the value of the property and to develop such area as an asset to the City of Cheyenne

and to guard against erection of structures built with improper or unsuitable materials and to encourage erection of attractive improvements thereon with appropriate locations for building sites and, in general, to secure the high quality of improvement.

2. No noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be or become an annoyance or nuisance to the designated area, by reason of unsightliness or excessive emission of odors, dust, fumes, smoke, glare, vibration, radiation or noise.

3. Without otherwise limiting the provisions of Paragraph 2 above, or any of the other terms and conditions of these restrictions, the buildings or premises, except as otherwise provided in these protective covenants, may be used for any use permitted under zoning for business uses under the Zoning Ordinance of the City of Cheyenne, as the same exists at the time that a person purchases or otherwise acquired an interest in a building site.

4. Construction or alteration of any buildings in the designated area shall meet the standards provided in these covenants. Exterior surfaces of all buildings or structures shall be of concrete, masonry, 10-year colored metal or noncombustible approved metals except walls of offices and the main entrances of any office building facing the front line shall have an exterior facing of brick, painted block, stone, flagstone, 10-year colored metal, moss-rock, pre-cast concrete products of architectural concrete. Structural framing shall be of reinforced concrete, steel, or laminated wood members. In no event shall buildings be of light wooden frame construction, "iron-clad" construction, covered with corrugated galvanized metal, or uncolored aluminum except roofing may be of convential type material and construction as approved in writing by the architectural control committee. All buildings shall conform to applicable building codes of the City of Cheyenne as are in effect at the time that the person purchases or otherwise acquires an interest in the building site for the type of use and fire zone applicable.

5. Improvements erected on property subject to this Declaration, shall not exceed forty (40) feet in height, provided however, that water towers, standpipes, penthouses, or structures for housing elevator equipment, stairways, ventilating fans or similar equipment, cooling or other towers, radio or television masts, flagpoles, chimneys, storage and/or mixing towers or similar structures may extend up to an additional twenty (20) feet more of height, provided that any extension in height beyond said additional twenty (20) feet shall be made only with the written approval of the architectural control committee.

6. These covenants shall and do hereby provide that no improvements (other than improvements which the declarations specifically state do not require architectural control committee approval) shall be erected, placed, or a major alteration of any exterior of any improvement (where the improvement itself requires approval) be made, on any building site in said development 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 said 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 or land covered by this instrument 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. Anyone, by submitting plans to the architectural control committee for approval, agrees that he will not bring any action or suit to recover for any such damages against the Grantor. Notwithstanding any other provision of this Declaration to the contrary, no prior written approval of parking sites, storage sites, work areas, loading areas, or similar sites are required so long as said sites are oil surfaced or concrete surfaced and, in the case of storage areas, are screened in accordance with the requirements of these Protective Covenants.

7. No structures or buildings shall be located closer than fifteen (15) feet to any side building site line or rear property line, it being the intent that an open area of at least thirty (30) feet shall exist between all adjacent but separately owned improvements, both at sides and rear, provided, however, that where a rear property line adjoins a truck service road or rail line, this provision regarding the rear property line shall not apply. In the case of an integrated shopping center facility or individually owned commercial establishments, the open area provision of this paragraph shall not apply except as to the external perimeters of such total facilities. This exclusion would encompass both a shopping center and a strip commercial or business development.

8. The minimum setback of any building from the front lot line shall be thirty (30) feet. There shall be reasonable landscaping between the front lot line of a building site and any building located on the building site; where an area is to be landscaped, it shall be done attractively with lawns, trees, shrubs, desert gardens, etc., according to plans submitted to the architectural control committee and approved in writing. Any landscaped areas shall be properly maintained thereafter in a well-kept condition and parking areas shall likewise be maintained in good condition. There shall be no parking of automobiles or trucks on any main access road into the designated area.

9. For each building site or other use permitted in the area subject to these covenants, there shall be provided off-street automobile parking facilities, at the minimum rate of one parking space for each 1.5 employees to be employed on the premises at one time. Off-street visitor parking shall also be provided. Accesses and off-street parking shall be of concrete or asphalt surfaced material.

10. Storage of bulk commodities, materials, supplies, products and equipment on the exterior of the buildings shall be confined to areas which are screened in accordance with the provisions of Paragraph 13 of this section, it being the intention of this provision that subject materials shall not be visible from the adjoining property or from streets and public areas except the screening requirements of this section and section 13 hereof, or any other provision of this Declaration shall not be construed to require that there be any screening of any view from any railroad right of way.

11. No billborads or advertising signs other than those identifying the name of the business and products of the person or firm occupying the premises shall be permitted, except that a sign offering the premises for sale or lease may be permitted. Design and location of all signs are subject to the approval of the architectural control committee.

12. It is contemplated that maneuvering of trucks and trailers be confined to the premises of each establishment. To that end, it is hereby provided that no loading dock extend beyond the front line of any building and that no loading dock extend beyond the front line of any building and that no loading dock be so located that any vehicle using said dock shall extend beyond any property line. Where a truck service road or side road exists at side or rear of a building, loading shall not be permitted at the front of a building, except office supply delivery.

13. Storage required to be screened from view, as heretofore mentioned shall be screened from view from the streets by any of the following methods, or any approved combination of these methods:

a. Fences or masonry walls of approved design, eight (8) feet high for storage, or, if storage extends above eight (8) feet, enough to conceal the stored items. Chain link fences are acceptable so long as aluminum slats are placed on the chain link fence in any area where there is a requirement for screening from view under the terms of this Declaration.

b. Location at rear of buildings where such location will conceal such areas from public view.

c. Properly located and planned hedges, shrubs, or plantings of sufficient density and height to provide concealment.

d. Terrain adjustment and/or retaining walls to provide concealment by virtue of sight lines from streets, public areas or adjacent property.

14. Where a right-of-way easement has been granted, no structures or buildings shall be constructed on said right-of-way.

15. Areas exposed to view from streets, public areas or adjoining property shall be reasonably maintained; weeds must be cut or, preferrably, chemically eliminated and debris removed.

16. All building lots must be engineered for proper drainage to drain water away from buildings, to avoid impounding water (except as a planned, approved pond as a landscaping feature), and to conform to overall drainage pattern of the entire area.

17. Concrete, flagstone, oil surface, or other approved hard-surfaced walks must be provided for all major pedestrian visitor or employee foot traffic patterns.

18. All branch lines within the real estate described in Exhibit A attached hereto for on-site power, electrical, telephone and other utilities shall be underground.

19. No dust, odor, fumes, flare or vibration beyond that normally required by commercial and business use, shall extend beyond the property line of the source.

20. No dust, odor, fumes, flare, or vibration, beyond that normally required by light manufacturing activities, shall extend beyond the property line of the source.

21. No oil or gas drilling, oil development operations, refining, mining, or quarrying operations shall be permitted on any of the building sites subject to these covenants, nor shall oil wells, gas wells, tunnels, mineral excavations, or shafts be permitted in any of the building sites covered by these covenants. Fuel oil storage tanks as part of heating equipment shall be permitted only if located underground and in full compliance with rules and regulations of any or all governmental agencies having jurisdiction. Above-ground storage of flammable and combustible liquids on the outside of buildings and screened areas is permitted when storage is accomplished in containers of not to exceed 1,000 gallons capacity and in such manner as to comply with the rules and regulations of any and all governmental agencies having jurisdiction. Above ground storage of flammable and combustible liquids in containers holding in excess of 1,000 gallons shall be permitted only upon written consent of the Grantor. Any bulk storage of liquids underground is permitted so long as it is in full compliance with the rules and regulations of any and all governmental agencies having jurisdiction.

V.

Architectural Control Committee

1. The Grantor shall appoint a five-member committee consisting of at least one attorney, one person experienced in design, and one person knowledgeable about construction. This committee shall have the responsibility of reviewing all plans for construction of buildings and other improvements where such approval is required in accordance with the terms of this Declaration as to each category of construction. The initial members of the committee will be Francis Ferguson, Isabel M. Anderson, Walter C. Urbigkit, Jr., Tom Perdue and Richard Charles Anderson.

2. The committee shall be known as the Architectural Control Committee and the members thereof shall serve until their successors are appointed by replacement by a majority vote of successors in interest for the acreage covered by the covenants or any individual classification thereof as to that classification.

3. An affirmative vote of three members of the committee shall be binding upon the committee in all matters.

4. The Architectural Control Committee shall submit its recommendations to the Grantor with respect to any design or other matter submitted to it within 30 days. If the Architectural Control Committee shall not act within such period on the matter submitted, the Grantee may request that the Grantor consider directly.

5. Within 14 days after the Architectural Control Committee has submitted its recommendations or within 14 days after a Grantee has requested direct consideration by the Grantor by reason of the failure of the Architectural Control Committee to act in accordance with Article IV, Section 4 above, the Grantor shall notify the Grantee of its approval or disapproval, of the matter submitted, and if such notification be not given within such time, the Grantee may consider the applicable covenant to have been complied with by such Grantee.

BOOK 1022

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VI.

General Conditions

1. Each of the conditions and covenants set forth above shall continue and be binding upon the Grantor and upon its successors and assigns, and upon each of them, and all parties and persons claiming under them for a period of thirty (30) years from the date hereof, and automatically shall be continued thereafter for successive periods of twenty-five (25) years each. It is however provided, that the owners of not less than 80 per cent of the optioned and record fee title lands for property subject to these covenants (based on the number of square feet owned as compared to the total area), may release all or any part of the land so restricted from any one or more of said restrictions or may change or modify any one or more of said restrictions by executing and acknowledging an appropriate agreement in writing and filing the same in the office of the County Clerk of Laramie County, Wyoming. A recordable certificate by an abstractor doing business in Laramie County, Wyoming, as to the record ownership of the property hereby restricted, and a recordable certificate by a registered land surveyor or engineer authorized to practice in Wyoming as to the square footage owned by the record owners as shown by said abstractor's certificate shall be deemed conclusive evidence of ownership and square footage thereof so owned and hereby restricted by the provisions of this section.

2. The covenants herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming under it shall be taken to hold, agree and covenant with the owner of said building sites, its successors and assigns, and with each of them, to conform to said rectrictions, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his, or their holding of any title to said land, and Grantor or the owner of any of the above land shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Grantor and the owner of any other lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be a waiver of the right to enforce any subsequent violation. Reasonable attorney's fees shall be recovered as required in any proceeding either to enjoin violation of the declaration of protective covenants or to recover damages resulting from such violation. The violation of these restrictions shall not defeat nor render invalid the lien on any mortgage (or deed of trust) made in good faith and for value.

3. Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Executed this 18 day of December, 1974.

Isabel M. Anderson

Richard Charles Anderson

John Robert Anderson by Isabel M. Anderson, Attorney-in-fact

CENTURY WEST, INC.

Attest:

Secretary

By:

Francis Ferguson, President

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me this 18th day of November, 1974 by

Witness my hand and official seal.

Notary Public

My commission expires:

My Commission Expires September 7, 1977

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me this 18th day of November, 1974 by

Witness my hand and official seal.

Notary Public

My commission expires:

My Commission Expires September 7, 1977

Land Use Planning
Civil Engineering
Land Surveying
Materials Testing

PLANNING SERVICES, INC.
311 W. 19TH ST. • CHEYENNE, WYO. 82001
TOM PERDEW, President
Telephone: 307/634-1597

"EXHIBIT A."

DESCRIPTION OF LAND INCLUDED IN
CENTURY WEST
"PLANNED UNIT DEVELOPMENT"

A parcel of land situated in the SW¼ of Section 21, T.14 N., R.66 W. of the 6th P.M., Laramie County, Wyoming, being more particularly described as follows:

Beginning at the Section Corner common to Sections 20, 21, 28 & 29; thence N.0°09'W. a distance of 50.00 feet to the TRUE POINT OF BEGINNING; thence continuing N.0°09'W. a distance of 2,603.43 feet along the Section line between Sections 20 and 21; thence S.89°50'E., a distance of 2,347.34 feet; thence S.0°08'E. a distance of 2,597.91 feet to a point on the North Right-of-way line of Dell Range Boulevard; thence N.89°56'23"W., a distance of 2,347.70 feet to the TRUE POINT OF BEGINNING.

Contains 140.4 Acres (plus or minus)

DTM:lr
12/5/74