First American Title™

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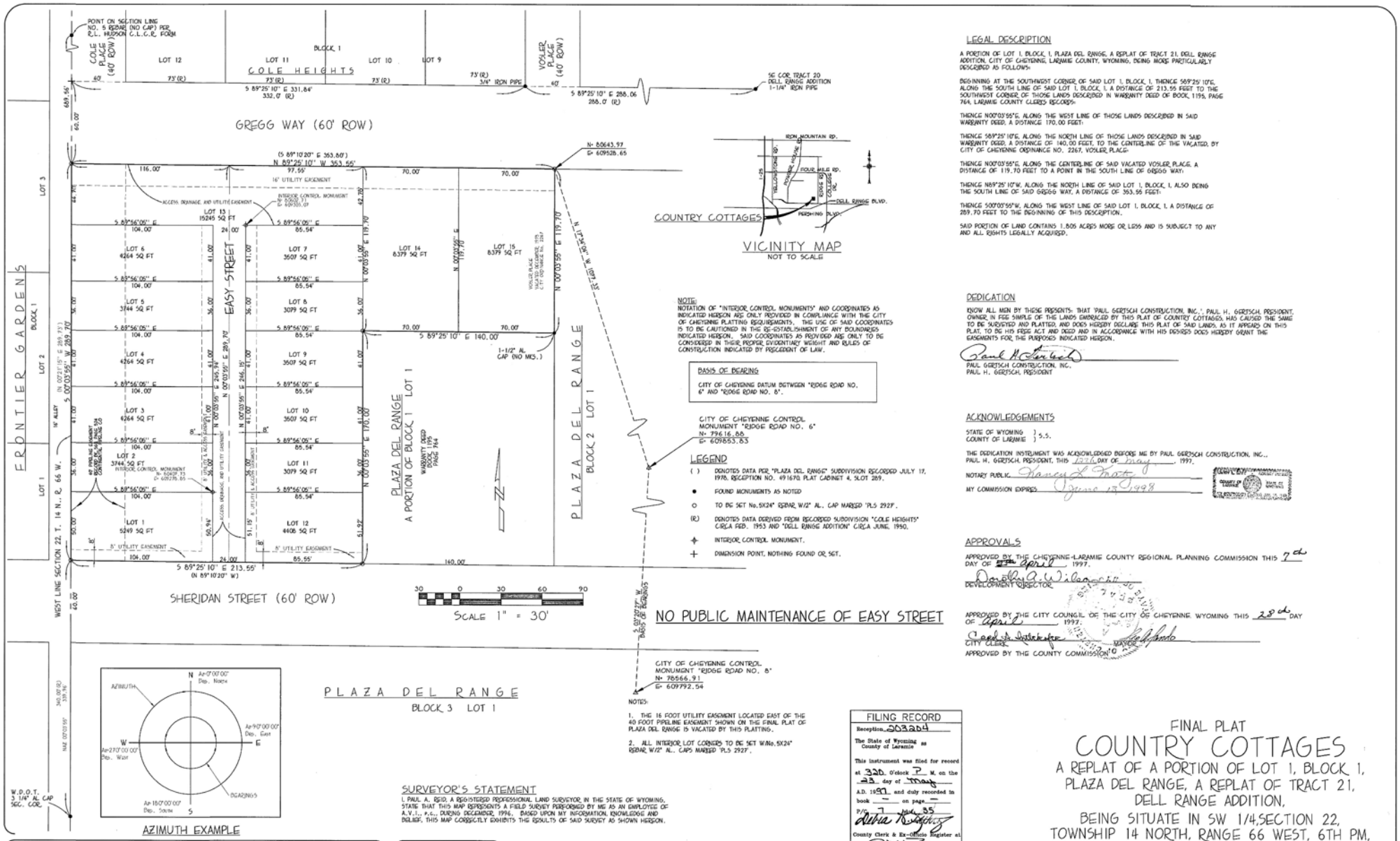
Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation,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

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



NOTE:
NOTATION OF "INTERIOR CONTROL MONUMENTS" AND COORDINATES AS INDICATED HEREON ARE ONLY PROVIDED IN COMPLIANCE WITH THE CITY OF CHEYENNE PLATTING REQUIREMENTS. THE USE OF SAID COORDINATES IS TO BE CAUTIONED IN THE RE-ESTABLISHMENT OF ANY BOUNDARIES INDICATED HEREON. SAID COORDINATES AS PROVIDED ARE ONLY TO BE CONSIDERED IN THEIR PROPER EVIDENTIARY WEIGHT AND RULES OF CONSTRUCTION INDICATED BY PRECEDENT OF LAW.

LEGEND

- ( ) DENOTES DATA PER "PLAZA DEL RANGE" SUBDIVISION RECORDED JULY 17, 1978, RECEPTION NO. 491670, PLAT CABINET 4, SLOT 289.
- ● FOUND MONUMENTS AS NOTED
- o TO BE SET No.5X24" REBAR W/2" AL. CAP MARKED "PLS 2927".
- (R) DENOTES DATA DERIVED FROM RECORDED SUBDIVISION "COLE HEIGHTS" CIRCA FEB. 1953 AND "DELL RANGE ADDITION" CIRCA JUNE, 1950.
- ⊕ INTERIOR CONTROL MONUMENT.
- + DIMENSION POINT, NOTHING FOUND OR SET.

LEGAL DESCRIPTION

A PORTION OF LOT 1, BLOCK 1, PLAZA DEL RANGE, A REPLAT OF TRACT 21, DELL RANGE ADDITION, CITY OF CHEYENNE, LARAMIE COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1, THENCE S89°25'10"E, ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 213.55 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN WARRANTY DEED OF BOOK 1195, PAGE 764, LARAMIE COUNTY CLERKS RECORDS;

THENCE N00°03'55"E, ALONG THE WEST LINE OF THOSE LANDS DESCRIBED IN SAID WARRANTY DEED, A DISTANCE 170.00 FEET;

THENCE S89°25'10"E, ALONG THE NORTH LINE OF THOSE LANDS DESCRIBED IN SAID WARRANTY DEED, A DISTANCE OF 140.00 FEET, TO THE CENTERLINE OF THE VACATED, BY CITY OF CHEYENNE ORDINANCE NO. 2267, VOSLER PLACE;

THENCE N00°03'55"E, ALONG THE CENTERLINE OF SAID VACATED VOSLER PLACE, A DISTANCE OF 119.70 FEET TO A POINT IN THE SOUTH LINE OF GREGG WAY;

THENCE N89°25'10"W, ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 1, ALSO BEING THE SOUTH LINE OF SAID GREGG WAY, A DISTANCE OF 353.55 FEET;

THENCE S00°03'55"W, ALONG THE WEST LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 289.70 FEET TO THE BEGINNING OF THIS DESCRIPTION.

SAID PORTION OF LAND CONTAINS 1.805 ACRES MORE OR LESS AND IS SUBJECT TO ANY AND ALL RIGHTS LEGALLY ACQUIRED.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT PAUL GERTSCH CONSTRUCTION, INC., PAUL H. GERTSCH, PRESIDENT, OWNER, IN FEE SIMPLE OF THE LANDS EMBRACED BY THIS PLAT OF COUNTRY COTTAGES, HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED, AND DOES HEREBY DECLARE THIS PLAT OF SAID LANDS, AS IT APPEARS ON THIS PLAT, TO BE HIS FREE ACT AND DEED AND IN ACCORDANCE WITH HIS DESIRES DOES HEREBY GRANT THE EASEMENTS FOR THE PURPOSES INDICATED HEREON.

PAUL GERTSCH CONSTRUCTION, INC.
PAUL H. GERTSCH, PRESIDENT

ACKNOWLEDGEMENTS

STATE OF WYOMING } S.S.
COUNTY OF LARAMIE }

THE DEDICATION INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY PAUL GERTSCH CONSTRUCTION, INC., PAUL H. GERTSCH, PRESIDENT, THIS 22th DAY OF May, 1997.

NOTARY PUBLIC Nancy L Short

MY COMMISSION EXPIRES June 17, 1998

APPROVALS

APPROVED BY THE CHEYENNE-LARAMIE COUNTY REGIONAL PLANNING COMMISSION THIS 7th DAY OF April, 1997.

Dorothy A. Wilson
DEVELOPMENT DIRECTOR

APPROVED BY THE CITY COUNCIL OF THE CITY OF CHEYENNE, WYOMING THIS 28th DAY OF April, 1997.

Carol A. Intserlake
CITY CLERK

MAYOR

APPROVED BY THE COUNTY COMMISSION

NOTES:

1. THE 16 FOOT UTILITY EASEMENT LOCATED EAST OF THE 40 FOOT PIPELINE EASEMENT SHOWN ON THIS FINAL PLAT OF PLAZA DEL RANGE IS VACATED BY THIS PLATTING.
2. ALL INTERIOR LOT CORNERS TO BE SET W.No.5X24" REBAR, W/2" AL. CAPS MARKED "PLS 2927".

FILING RECORD

Reception 203284

The State of Wyoming } ss
County of Laramie }

This instrument was filed for record at 3:20 o'clock P M. on the 23 day of May A.D. 1997, and duly recorded in book — on page —

By Debra K. Higgins
County Clerk & Ex-Officio Register of Deeds

SURVEYOR'S STATEMENT

I, PAUL A. REID, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF WYOMING, STATE THAT THIS MAP REPRESENTS A FIELD SURVEY PERFORMED BY ME AS AN EMPLOYEE OF A.V.I., P.C., DURING DECEMBER, 1996. BASED UPON MY INFORMATION, KNOWLEDGE AND BELIEF, THIS MAP CORRECTLY EXHIBITS THE RESULTS OF SAID SURVEY AS SHOWN HEREON.

Professional Land Surveyor PAUL A. REID 2927 WYOMING
Date May 6th 1997

FINAL PLAT
COUNTRY COTTAGES
A REPLAT OF A PORTION OF LOT 1, BLOCK 1, PLAZA DEL RANGE, A REPLAT OF TRACT 21, DELL RANGE ADDITION,
BEING SITUATE IN SW 1/4, SECTION 22, TOWNSHIP 14 NORTH, RANGE 66 WEST, 6TH PM, CITY OF CHEYENNE, LARAMIE COUNTY, WYOMING.

PREPARED FOR:
PAUL GERTSCH CONSTRUCTION, INC.
P.O. BOX 5779
CHEYENNE, WYOMING 82003
(307) 632-4977

APPROVALS:

NO.	REVISIONS	DATE

PROJECT: COUNTRY COTTAGES

DRAWING TITLE: FINAL PLAT

FILE: G:\2032\FINAL.DWG

DESIGNED: PHG/JKM
DRAWN: SRL
CHECKED: JKM/PAR
DATE: 5/5/97

engineering planning surveying AVI p.c.
PHONE (307) 637-6007
2035 WESTLAND ROAD
CHEYENNE, WY 82001

JOB NO.: 2-2032.97
DRAWING NO.: 1 of 1

WARRANTY DEED—Short Form

446

RECORDED MAR 23 1953 AT 3 44 O'CLOCK P M.

RECEPTION No. 627892 LESTER R. GOPP, Recorder

BOOK 528

Albert P. Bruch and Josephine Bruch, Husband and Wife of Laramie County, Cheyenne, Wyoming

, grantor S ,

for and in consideration of Ten Dollars and other valuable consideration Dollars

in hand paid, convey and warrant to John H. Ketcios, and Argie J. Ketcios Husband and wife, of Laramie County, Wyoming.

, grantee S ,

the following described real estate, situated in the County of Laramie, State of Wyoming,

to-wit: West half of tract number twenty one (21) of Dell Range addition being a Subdivision of Part of West One Half Section twenty two (22) T.14 N.R. 66 W. 6th P.M. as filed with the County Clerk of Laramie County, Wyoming containing approximately five acres, more or less. Subject to a right of way for pipelines and the following restrictions: that no part of said property shall be used for a junk yard, Scrap Yard, storage of scrap metal or used car bodies or parts, or the commercial production of swine, (Reserving to parties of the first part all mineral ~~rights contained within the north half of the~~ west half of said tract number twenty one.

DOCUMENTARY 50 CENTS 50 DOCUMENTARY 5 CENTS 5

And the said Albert P. Bruch and Josephine Bruch hereby covenant with the said John H. Ketcios and Argie J. Ketcios that they are lawfully seized of said premises; that they are free from encumbrances, and that they warrant the title thereto against the lawful claims of all persons whomsoever, except

Hereby releasing and waiving any and all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated this, the twenty fifth day of July, A. D. 19 52.

Signed, Sealed and Delivered in Presence of

Albert P. Bruch [SEAL]

Josephine Bruch [SEAL]

[SEAL]

[SEAL]

BOOK 528

THE STATE OF Wyoming }
COUNTY OF Laramie } ss.

On this 25th day of July, 19 52 before me personally appeared Albert P. Bruch and Josephine Bruch

to me known to be the person S described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

My commission (term) expires on the 8th day of July, 19 56

Given under my hand and Notarial seal, this 25th day of July, 19 52

Helen F. Bond

HELEN F. BOND NOTARY PUBLIC LARAMIE COUNTY, WYOMING

No. 627892

WARRANTY DEED

Albert P. Bruch &
Josephine Bruch

—TO—

John H. Ketcios
&
Argie J. Ketcios

State of Wyo. } ss.
County of Laramie }

This instrument was filed for record at 3:44 o'clock P M., on the 23 day of July, A. D., 19 52, and duly recorded in Book 528 on Page 446-447

County Clerk and Ex-Officio Register of Deeds

By ..... Deputy.

Fees $.....

Pioneer Ptg. Co., Cheyenne, Wyo.

Return to:
Cheyenne Abstract & Title Company
907 Carey Avenue
Cheyenne, Wyoming

WARRANTY DEED,—Short Form RECORDED MAR 23 1953 AT 3 41 O'CLOCK P M.

448 RECEPTION No. 627893 LESTER R. GOPP, Recorder BOOK 528

Albert P.Bruch and Josephine Bruch, Husband and Wife, of Laramie County, Cheyenne,Wyoming

, grantor s,

for and in consideration of Ten Dollars and other Valuable Consideration ~~Dollars~~ in hand paid, convey and warrant to Tom H.Ketcios and Katherine A.Ketcios Husband and Wife of Laramie County,Wyoming

, grantee s,

the following described real estate, situated in the County of Laramie, State of Wyoming, to-wit: East Half of tract number (21) twenty one, of Dell Range addition, being a Subdivision of Part of West One Half of Section 22, T.14 North Rg. 66, West of the 6th P.M. as filed with the County Clerk of Laramie County,Wyoming containing approximately five acres, more or less

~~Subject to the following restrictions: that no part of said~~ property shall be used for a junk yard, Scrap yard, storage of scrap metal or used car bodies or parts, or the commercial production of swine, (Reserving to parties of the first part all of the mineral rights contained within the north half of the east half of said tract number twenty one (21)

And ~~the said~~ Albert P.Bruch & Josephine Bruch hereby covenant with the said Tom H.Ketcios and Katherine A.Ketcios that they are lawfully seized of said premises; that they are free from encumbrances, and that they warrant the title thereto against the lawful claims of all persons whomsoever, except

Hereby releasing and waiving any and all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated this, the Twenty fifth day of July, A. D. 1952

Signed, Sealed and Delivered in Presence of

Albert P. Bruch [SEAL]

Josephine Bruch [SEAL]

[SEAL]

[SEAL]

BOOK 528

THE STATE OF Wyoming }
COUNTY OF Laramie } ss.

On this 25th day of July, 19 52 before me personally appeared Albert P. Bruch and Josephine Bruch

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

My commission (term) expires on the 8th day of July, 19 56

Given under my hand and Notarial seal, this 25th day of July, 19 52

Helen F. Bond

HELEN F. BOND NOTARY PUBLIC LARAMIE COUNTY, WYO.

No. 627893

WARRANTY DEED

Albert P. Bruch
&
Josephine Bruch

—TO—

Tom H. Ketcios
&
Katherine A. Ketcios

State of Wyo. }
County of Laramie } ss.

This instrument was filed for record at 3:44 o'clock P M., on the 23 day of Mar A. D., 19 53, and duly recorded in Book 528 on Page 449

County Clerk and Ex-Officio Register of Deeds

By ..... Deputy.

Fees, $.....

Pioneer Plg. Co., Cheyenne, Wyo.

Return to:
Cheyenne Abstract & Title Co.
1907 Carey Avenue
Cheyenne, Wyoming.

COPY TO ASSESSOR

218564

LARAMIE COUNTY CLERK
CHEYENNE, WY.
'98 FEB 13 AM 11 26

PAUL GERTSCH CONSTRUCTION, INC.
DBA Gertsch Homes
DECLARATION OF PROTECTIVE
COVENANTS

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

Lots 1- 13, ~~Block 1,~~ COUNTRY COTTAGES SUBDIVISION,
a residential subdivision in the City of Cheyenne,
Laramie County, Wyoming

do hereby make this Declaration of Protective Covenants applicable to all areas designated for single family residences within the described area.

Section 1. **Land Use:** No lot, except Lot 13 (which shall be known as the Common Area and shall be owned by the Country Cottage Home Owners Association), shall be used except for a one-family residential dwelling and no building shall be erected, altered, placed or permitted to remain on any lot other than the unit above authorized along with a private garage and storage unit appurtenant thereto. No structure shall exceed two stories in height, plus its roof assembly.

Section 2. **Architectural Control:** No building shall be erected, placed or altered on any lot until the construction plans and/or 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 structures, and location with respect to topography and finish grade elevations. All construction shall be new and may not be transported to any site within this subdivision. No fence, wall or hedge 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. Exterior colors and exterior construction materials of all dwellings and accessory buildings must be approved. Storm doors and windows, if applied need not be approved by the Committee but must be compatible with the exterior material used on the home. Approval of any and all of these items shall be as provided in paragraph 16.

Section 3. **Dwelling quality and size:** No dwelling shall be permitted on lots 1 through 12, Block 1, in which the ground floor of the main structure, exclusive of porches, garage and storage unit, is less than 900 square feet of finished living area above grade on a single story or bi-level home, 900 square feet of finished living area on the top 2 floors of a tri-level or quad-level home, and 600 square feet on the main floor with 1000 square feet of finished living area above grade in a two-story home. Garages shall be attached to the dwelling and be of no less than 400 square feet in size. Storage units shall be attached or detached and be of no more than 80 square feet in size. All structures shall meet or exceed the then adopted appropriate City of Cheyenne Codes and Ordinances.Exterior treatment of homes shall include not less than 20% masonry on the front side of any home, with roofing materials to be of a quality equal to or better than T-Lock shingles. Exterior colors shall be in harmony with the earth tones of the surrounding area.

Section 4. **Building Locations:** No building shall be located on any lot nearer to any lot line than the minimum building setback lines provided by City ordinance restrictions.

Section 5. **Restrained Activities:** Restrained activities shall include the following:

a. Altering exterior design from original construction.

b. Changing the exterior colors or characteristics of one attached home in conflict with another attached home.

c. A grass area must be maintained in the front yard.

d. In the event of damage or destruction of any or all properties covered by these covenants, the damage shall be promptly repaired or reconstructed at the cost of the then present owner of the affected property or properties.

e. Side and rear yard fences, walls or hedges shall not exceed 6' in height. Said fences, walls or hedges shall be approved by the Architectural Control Committee and be in harmony with the surrounding construction.

Section 6. **Party Wall Declaration and Cross Use Agreement:** There are certain dividing walls, the approximate center lines of which are the common lot lines shared by Lots 1 & 2, Lots 2 & 3, Lots 4 & 5, Lots 5 & 6, Lots 7 & 8, Lots 8 & 9 Lots 10 & 11, Lots 11 & 12; All of Block 1, which were constructed as a part of both residences. It is the intention of the undersigned parties that in the event of transfer of either or both of said Lots 1 & 2, 2 & 3, 4 &5, 5 & 6, 7 &8, 8 &9, 10 & 11, 11 & 12; All of Block 1, that said dividing wall shall remain in the same condition for the use of any and all subsequent owners.

For the purpose of declaring their intentions, it is agreed, upon the exchange of mutual considerations, the adequacy and receipt of which is acknowledged by each of the parties, as follows:

A. Said dividing wall shall be a party wall for said real estate so long as both of said residences as now constructed shall not be materially altered or changed.

B. No persons shall have the right to add to or detract from the party wall in any such manner whatsoever. It being the intention that the party wall shall at all times remain in the same position as when erected.

C. The responsibility and cost of repairs and maintenance of the finished surfaces of the party wall which is located within the interior of the properties shall be at the sole expense of the owner of that property.

D. If it shall become necessary to repair the party wall, the expense of rebuilding the same shall be borne by the then owners of the property in equal portions, and whenever the party wall or any portion thereof, shall be rebuilt, it shall be erected on the same place where it stand and be of the same size and construction as when originally erected.

E. If the party wall or any portion thereof is damaged or destroyed by any willful or neglectful act of omission by one of the owners, that owner, at its sole expense shall rebuild said party wall and shall compensate the other owner for any specific damage suffered. Each owner shall be fully responsible for all acts, omissions or defaults of the occupants of their Lot which may cause injury to the party wall.

F. This agreement will also allow either party, or their authorized agent, to enter upon the other parties property to effect repairs or maintenance to the party wall or to repair the separate utility lines that run to the properties. This access is conditional upon reasonable

notice and provided that such entrance is at a reasonable time of day as to not unduly disturb the other owner.

G. All future purchasers of each Lot shall accept the Party Wall "as is" and shall not hold the parties herein liable for any encroachment or descrepancies in the boundary line. Neither party will be responsible for changes in zoning, subdivision, building or health laws or changes in interpretations of those laws.

H. This declaration shall at all times be construed as a covenant running with the land.

I. This declaration shall be binding upon the undersigned, their successors, assigns and grantees.

Section 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, 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 ways in the easements, or which may obstruct or retard the flow of water through drainage way in the easements, other than those facilities required by the governing body of the City of Cheyenne, or their agencies, in the replatting process. 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. This restriction shall not be deemed to prohibit landscaping, fencing or driveway surfaces in said easements, as long as they conform with City ordinance restrictions.

Section 8. **Nuisances:** No noxious 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.

Section 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 anytime as a residence either temporarily or permanently. No such structure shall be placed on any lot within this subdivision without approval of the architectural control committee. Approval shall be as provided in paragraph 16.

Section 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 not be permitted anywhere within the subdivision. The parking of boats, trailers, campers or recreational vehicles in any parking area between the front building line of a residence and a street shall be of a temporary nature and shall not to be left parked in such a location for more than 72 hours.

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 on a driveway or on any parking area between the building line of any residence and the street or alley, for a period of more than 24 hours at any one time or as a repeated matter of practice.

Section 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 two square feet, or 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.

Section 12. **Oil and Mining Operation:** 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.

Section 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.

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

Section 15. **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, recommendations and approval of the proper authorities.

Section 16. **Architectural Control Committee:** The Architectural Control Committee is composed of the following: Clifford K. Gertsch, Paul H. Gertsch, A. Jeanne Gertsch, all of Cheyenne. 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. Neither 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 having a majority of votes in the Country Cottage Home Owners Association shall have the power through a duly recorded written instrument to change the membership of the committee or to amend any restrictions, powers or duties of the committee.

Section 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 or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction or modification 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.

Section 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 (30) 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.

Section 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, the Country Cottage Home Owners Association 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 the 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 the violation or for the recovery of damages.

Section 20. **Severability:** Invalidation of any one 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.

DATED THIS 12 DAY OF Feb, 1998

PAUL H. GERTSCH X
President

A. JEANNE GERTSCH X
Secretary

THE STATE OF WYOMING]
] ss
COUNTY OF LARAMIE]

The forgoing DECLARATION OF PROTECTIVE COVENANTS was acknowledge before me by Paul H. Gertsch, President *of Paul Gertsch Construction, Inc., a Wyoming Corporation, this 12 day of Feb, 1998.

*A. Jeanne Gertsch, Secretary

WITNESS MY HAND AND OFFICIAL SEAL

Notary Public

My Commission Expires: 11-29-2000

CYNTHIA A. POMEROY-NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires 11-29-2000

COPY TO ASSESSOR

218565

LARAMIE COUNTY CLERK
CHEYENNE, WY.

'98 FEB 13 AM 11 26

BY-LAW
OF
COUNTRY COTTAGES HOME OWNERS ASSOCIATION

Article I

Name and Location; The name of the corporation is Country Cottages Home Owners Association, hereinafter referred to as the "Association." The principal office of the corporation is 4500 Del Range Blvd., Cheyenne, Wyoming 82009. Meetings of membership may be held at such place within Laramie County, Wyoming, as designated by the Board of Directors.

Article II

DEFINITIONS

"Association " shall refer to the Country Cottages Home Owners Association, its successors and assigns

"Board" shall refer to the Board of Directors of the "Association".

"Common Area" shall refer to all real property owned by the Association for the common use and enjoyment of the owners, also known as Lot 13, ~~Block 1~~, Country Cottages.

"Declarant" shall refer to Paul Gertsch Construction, Incorporated, its successors and assigns.

"Declaration" shall refer to the Declaration of Covenants, Conditions and Restrictions applicable to the property recorded as Country Cottages, Lots 1 through 12, ~~Block 1~~ and Lot 13, ~~Block 1~~ (known as the "Common Area").

"Lot" shall refer to each recorded Lot 1 through 12, ~~Block 1~~, Country Cottages.

"Member" shall refer to those persons entitled to membership as provided in the Declaration.

"Owner" shall refer to the recorded owner of any Lot.

"Properties" shall refer to the real property described in the recorded Declaration of Covenants, Conditions and Restrictions, and any additions that might be brought within the jurisdiction of the Association.

"Written Notice" shall refer to notice mailed to all members of the Association. The notification period begins when appropriately addressed notification is deposited with the US. Postal Service.

Article III

MEETING OF MEMBERS

Section 1. Annual Meeting. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association. Each subsequent regular annual meeting of the members shall be held on the 3rd Thursday in October at the principal office of the Corporation at 4500 Del Range Blvd., Cheyenne, Wyoming, or at a time and place designated as provided in Article I.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or the Board, or upon written request of the members who are entitled to vote one-forth (1/4) of all the votes of the Class "A" membership.

Section 3. Notice of meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days, but no more than 50 days before such meeting to each member entitled to an Association vote. The notice shall be mailed to the member at their last address appearing on the books of the Association. The notice shall specify the place, agenda, day and hour of the meeting, and, in case of a special meeting, the purpose of the meeting. These meetings shall be conducted under the procedures established by Robert's Rules of Order.

Section 4. Quorum. The presence at any meeting of the members in person or by proxy entitled to cast one-half (1/2) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, The Declaration or these by-laws. If a quorum does not exist at any meeting, those in attendance do have the power to adjourn that meeting until a quorum is present.

Section 5. Proxy. At all meetings of members, each member entitled to vote may do so in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of their Lot.

Article IV

BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

Section 1. Number: The affairs of this Association shall be managed by a Board of not less than three (3) nor more than twelve (12) directors.

Section 2. Term of Office. The term of office of the Directors will be one (1) year. Any term not completed by an elected member may be filled by the majority vote of the remaining Board.

Section 3. Removal. Any Director may be removed from office as a director, with cause, by a majority vote of the members of the Association.

Section 4. Compensation. No director shall receive compensation for any service rendered to the Association. Any director may be reimbursed for actual expenses incurred in the performance of Board duties.

Section 5. Action taken without a meeting. The directors shall have the right to take any action without a meeting which they could take at a meeting by obtaining written approval of all the directors. Any action so approved shall have the same effect as action approved at a meeting of the directors.

Article V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board shall be made by a Nominating committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board and two or more members of the Association. The Nominating Committee shall be appointed by the Board at least 30 days before each annual meeting. The Nominating Committee shall make as many nominations as it deems less than a minimum number of vacancies that are to be filled. Nominees must be members in good standing.

Section 2. Elections. Election to the Board shall by secret written ballot. At such election, each member may vote, in person or by proxy, one vote for one nominee, for each vacancy. New Board members begin serving their term on the first day of the new calendar year following the annual meeting.

Article VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held monthly without notice, at such time and place as may be fixed from time to time by resolution of the Board. Should such meeting fall on a legal holiday, the meeting shall be moved to the next day that is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days written notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every decision of the majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Article VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon.

(b) Suspend the voting rights of a member during any period in which they are in default in payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period of not more than 60 days for infraction of published rules and regulations.

(c) Exercise for the Association all powers and duties vested in the Association and not reserved elsewhere by the Association.

(d) Declare the office of a member of the Board to be vacant if: (1) such member is absent from three (3) consecutive meetings of the Board, or (2) if Director is no longer a member in good standing of the Association.

(e) Employ a manager, an independent contractor, or such other employee as they deem needed to accomplish their prescribed duties.

Section 2. Duties. It shall be the duty of the Board to:

(a) Keep a complete set of records of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting. A written request by one-forth (1/4) of the members will also cause the statement to be presented at any time;

(b) Supervise all officers, agents and employees of this Association, and to see that there duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of the assessment period;

(3) Foreclose a lien against any property for which assessments are not paid within thirty (30) days after due date or bring action against the Owner personally obligated to pay same.

(d) Issue a receipt confirming when each assessment has been paid.

(e) Procure and maintain liability and hazard insurance on property owned by the Association.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem necessary.

(g) Cause the Common Area to be maintained.

(h) Cause all Street and drive areas to be cleared of snow when such snow exceeds 2" of new snowfall in any 24 hour period. (this snow removal will be conducted on the Common Area and private driveways within the subdivision).

(i) Cause all "sodded" area to be mowed and fertilized as needed to maintain a well groomed yard view. (This mowing will be conducted on the Common Area and private yard areas, both front and rear).

(j) Notify homeowners of any need to: adjust watering schedules, repair their private sprinklers, repair their private driveway areas or their private fences.

Article VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a president and vice-president who shall at all times be members of the Board, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election. The election of officers shall take place at the first meeting of the newly elected Board following each annual meeting. Elected officers will take office immediately upon their election.

Section 3. Term. The officers shall be elected annually and hold office for one year unless removed or replaced as noted elsewhere in these By-laws, the Articles of Incorporation or Declaration.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require. The Board will establish the term and duties of the Special appointment.

Section 5. Resignation or Removal. Any officer may be removed for cause by the Board. Any officer may resign at any time by giving written notice to the Board specifying effective date. Acceptance of such resignation is not necessary to make it effective.

Section 6. Vacancies. A vacancy of any office may be filled by appointment by the Board. The appointee shall meet qualifications of and serve out the term of the officer being replaced.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties

(a) President: shall preside at the annual meeting and all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all official instruments

and documents as directed by the Board; shall be one of three officers authorize to sign checks for the Association.

(b) Vice-president: shall act in place of the president in the event of his absence or inability to act, and discharge such other duties as may be required by the Board.

(c) Secretary: Shall record the votes and keep the minutes of all meetings and proceedings of the Board and members; keep the corporate seal of the Association and affix it on all papers requiring such seal; serve notice of meetings of the Board and of members; keep appropriate current records showing members of the Association, their address, and shall perform such other duties as directed by the Board.

(d) Treasurer: Shall supervise the receipt and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; Shall sign all official instruments and documents as directed by the Board. The treasurer will be one of the three officers authorized to sign checks.

Article IX
COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-laws. The Board may appoint other Committees as it deems necessary to carry out its purpose.

The Board shall appoint an Internal Audit Committee each year. This Committee shall be made up of members that are not Officers of the Board. This Committee shall be appointed at least ninety (90) days prior to the annual meeting and they will select their own chairperson. All records of the Association shall be made available to this Committee. This Committee shall make a report of conditions of the Association to the members at the annual meeting.

Article X
BOOKS AND RECORDS

The books and records of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, Articles of Incorporation and By-laws of the Association shall be available for inspection by any member at the principal office of the Association. Copies may be purchased at a reasonable cost.

Article XI
ASSESSMENTS

A. As more fully provided in the Articles of Incorporation, each member is obligated to pay to the Association annual and specific assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due are delinquent. If the assessment is not paid within thirty (30) days after due date, the assessment shall bear a five dollar ($5) per month late charge for each month or part of a month delinquent from date of delinquency. The Association may bring action against the Owner personally obligated to pay the same and foreclose the lien against the property. Interest, late fees, reasonable costs and attorney fees of any such action shall be added to the

amount of such assessment. No owner may waive or otherwise escape the liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

B. Assessment obligation shall begin upon the first transfer of ownership from the Declarant.

C. In accordance with the Articles of Incorporation, the Board shall set annually the amount and schedule of payment of charges for services as established in Article VII.

Article XII

CORPORATE SEAL

The Association shall have and maintain a seal in circular form having in its circumference the words: COUNTRY COTTAGES HOME OWNERS ASSOCIATION.

Article XIII

AMENDMENTS

Section 1. The By-laws may be amended, at a properly called regular or special meeting of the members, by a vote of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

Article XIV

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the last day of December of each year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we the undersigned president and secretary of this Association certify that said By-laws were adopted by a majority vote of the members of the Association.

Paul H. Gertsch
President

Attest: Jeanne Gotsch
Secretary

STATE OF WYOMING

} ss.

COUNTY OF LARAMIE

The forgoing instrument was signed before me and acknowledged, this 12 day of Feb, 1998, by Paul H. Gertsch, President.

Witness my hand and official seal.

Cynthia A Pomeroy
Notary Public

My commission expires: 11-29-2000

CYNTHIA A. POMEROY-NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires 11-29-2000

COUNTRY COTTAGES
Declaration of Protective Covenants

Amendment to Section 2 Architectural Control:

All trees in the front yard shall be of the same variety. Only one tree per front yard. Any major changes to any front yard to be voted on and approved by a majority of the residents of Country Cottages.

We the undersigned president and secretary of this association certify that this amendment was adopted by a majority vote of the members of the association.

George H. Kingham
President

Secretary

by George H. Kingham

The foregoing amendment was signed before me and acknowledged the 20 day of November, 2002.

Witness my hand and
Official seal

Yvette Carré
Notary Public

My commission expires Oct 9, 2004

YVETTE CARRE' NOTARY PUBLIC
County of Laramie — State of Wyoming
My Commission Expires Oct. 9, 2004

RECORDED 11/22/2002 AT 1:15 PM REC# 336818 BK# 1686 PG# 237
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 1

COUNTRY COTTAGES HOMEOWNERS ASSOCIATION
DECLARATION OF PROTECTIVE COVENANTS

The undersigned, being the registered agent of the Country Cottages Homeowners Association for the described property in Laramie County, Wyoming, to wit:

Lots 1-13, Block 1, COUNTRY COTTAGES SUBDIVISION,
a residential Subdivision in the City of Cheyenne,
Laramie County, Wyoming

do hereby make this Declaration of Protective Covenants to all areas designated for single family residences within the described area.

Section 1. **Land Use:** No lot, except Lot 13 (which shall be known as the Common Area and shall be owned by the Country Cottages Homeowners Association [CCHA]) shall be used except for a one-family residential dwelling and no building shall be erected, altered, placed or permitted to remain on any lot other than the unit above authorized along with a private garage and storage unit appurtenant thereto. No structure shall exceed two stories in height, plus its roof assembly.

Section 2. **Architectural Control:** No building shall be erected, placed or altered on any lot until the construction plans and/or specifications and a plan showing the location of the structure have been approved by the elected officers of the Association (the Board) as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevations. All construction shall be new and may not be transported to any site within this subdivision. No fence, wall or hedge 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. Exterior colors and exterior construction materials of all dwellings and accessory buildings must be approved. Storm doors and windows, if applied, need not be approved by the Board but must be compatible with the exterior material used on the home. Approval of any and all of these items shall be as provided in paragraph 16.

Section 3. **Dwelling quality and size:** No dwelling shall be permitted on lots 1 through 12, Block 1, in which the ground floor of the main structure, exclusive of porches, garage, and storage unit, is less than 900 square feet of finished living area above grade on a single story or bi-level home, 900 square feet of finished living area on the top two floors of a tri-level or quad-level home, and 600 square feet on the main floor with 1000 square feet of finished living area above grade in a two-story home. Garages shall be attached to the dwelling and be of no more than 400 square feet in size. All structures shall meet or exceed the then adopted appropriate City of Cheyenne Codes and Ordinances. Exterior treatment of homes shall include not less than 20% masonry on the front side of any home, with roofing materials to be of a quality equal to or better than the adjoining homes. Exterior colors shall be in harmony with the earth tones of the surrounding area.

Section 4. **Building Locations**: No building shall be located on any lot nearer to any lot line than the minimum building setback lines provided by City ordinance restrictions.

Section 5. **Restrained Activities**: Restrained activities shall include the following:

a. Altering exterior design from original construction.
b. Changing the exterior colors or characteristics of one attached home in conflict with another attached home.
c. A grass area must be maintained in the front and back yards.
d. In the event of damage or destruction of any or all properties covered by these covenants, the damage shall be promptly repaired or reconstructed at the cost of the then present owner of the affected property or properties.

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Debra K. Lee. CLERK OF LARAMIE COUNTY. WY PAGE 1 OF 4

e. Side and rear yard fences, walls or hedges shall not exceed 6' in height. Said fences, walls or hedges shall be approved by the Board and be in harmony with the surrounding construction.

Section 6. **Party Wall Declaration and Cross Use Agreement**: There are certain dividing walls, the approximate center lines of which are the common lot lines shared by Lots 1 & 2, Lots 2 & 3, Lots 4 & 5, Lots 5 & 6, Lots 7 & 8, Lots 8 & 9, Lots 10 & 11, Lots 11 & 12, all of Block 1, which were constructed as a part of both residences. It is the intention of the undersigned parties that in the event of transfer of either or both of said Lots 1 & 2, 2 & 3, 3 & 4, 4 & 5, 5 & 6, 6 & 7, 7 & 8, 8 & 9, 9 & 10, 10 & 11, 11 & 12, all of Block 1, that said dividing wall shall remain in the same condition for the use of any and all subsequent owners.

For the purpose of declaring their intentions, it is agreed, upon the exchange of mutual considerations, the adequacy and receipt of which is acknowledged by each of the parties, as follows:

A. Said dividing wall shall be a party wall for said real estate so long as both of said residences as now constructed shall not be materially altered or changed.
B. No persons shall have the right to add to or detract from the party wall in any such manner whatsoever. It being the intention that the party wall shall at all times remain in the same position as when erected.
C. The responsibility and cost of repairs and maintenance of the finished surfaces of the party wall which is located within the interior of the properties shall be at the sole expense of the owner of that property.
D. If it shall become necessary to repair the party wall, the expense of rebuilding the same shall be borne by the then owners of the property in equal portions, and whenever the party wall or any portion thereof, shall be rebuilt, it shall be erected on the same place where it stands and be of the same size and construction as when originally erected.
E. If the party wall or any portion thereof is damaged or destroyed by any willful or neglectful act of omission by one of the owners, that owner, at its sole expense, shall rebuild said party wall and shall compensate the other owner for any specific damage suffered. Each owner shall be fully responsible for all acts, omissions or defaults of the occupants of their Lot which may cause injury to the party wall.
F. This agreement will also allow either party, or their authorized agent, to enter upon the other party's property to effect repairs or maintenance to the party wall or to repair the separate utility lines that run to the properties. This access is conditional upon reasonable notice and provided that such entrance is at a reasonable time of day as to not unduly disturb the other owner.
G. All future purchasers of each Lot shall accept the party wall "as is" and shall not hold the parties herein liable for any encroachment or discrepancies in the boundary line. Neither party will be responsible for changes in zoning, subdivision, building or health laws or changes in interpretations of those laws.
H. This declaration shall at all times be construed as a covenant running with the land.
I. This declaration shall be binding upon the undersigned, their successors, assigns, and grantees.

Section 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 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 ways in the easements, or which may obstruct or retard the flow of water through drainage way in the easements, other than those facilities required by the governing body of the City of Cheyenne, or their agencies, in the replatting process. 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. This restriction shall not be deemed to prohibit landscaping, fencing or driveway surfaces in said easements, as long as they conform with City ordinance restrictions.

Section 8. **Nuisances**: No noxious offensive activities shall be carried out upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 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. No such structure shall be placed on any lot within this subdivision without approval of the Board. Approval shall be as provided in paragraph 16.

Section 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 not be permitted anywhere within the subdivision. The parking of boats, trailers, campers or recreational vehicles in any parking area between the front building line of a residence and a street shall be of a temporary nature and shall not be left parked in such a location for more than 72 hours.

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 on a driveway or on any parking area between the building line of any residence and the street or alley, for a period of more than 24 hours at any one time or as a repeated matter of practice.

Section 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 two square feet, or one sign of not more than five square feet advertising the property for sale or rent.

Section 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.

Section 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.

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

Section 15. **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, recommendations, and approval of the proper authorities.

Section 16. **Architectural Control Committee**: The Architectural Control Committee is composed of the elected officers of the Country Cottages Homeowners Association (the Association). 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. Neither 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 having a majority of votes in the Association shall have the power through a duly recorded written instrument to change the membership of the committee or to amend any restrictions, powers or duties of the committee.

Section 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 or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction or modification has been commenced prior to the completion thereof,

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approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 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 (30) 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.

Section 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, the Country Cottages Homeowners Association, to maintain action in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the 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 the violation or for the recovery of damages. Non-enforcement shall not be a defense to enforcement.

Section 20. **Severability**: Invalidation of any one 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.

DATED THIS 24 DAY OF April, 2018.

DOLORIS R. SCHLAGER Doloris R Schlager
President, CCHA

THE STATE OF WYOMING)
)
COUNTY OF LARAMIE)

The foregoing DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me by Doloris R. Schlager, registered agent of Country Cottages Homeowners Association, this 26 day of April, 2018.

ASHLEY RHOADES · NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES 10/18/21

WITNESS MY HAND AND OFFICIAL SEAL

Ashley Rhoades
Notary Public

My Commission Expires: 10/18/21

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Debra K. Lee. CLERK OF LARAMIE COUNTY. WY PAGE 4 OF 4

BY-LAWS

OF

COUNTRY COTTAGES HOME OWNERS ASSOCIATION

Article I

Name and Location: The name of the corporation is Country Cottages Home Owners Association, hereinafter referred to as the "Association." The principal office of the corporation is P.O. Box 20602, Cheyenne, Wyoming 82003. Meetings of membership may be held at such place within Laramie County, Wyoming, as designated by the Board of Directors.

Article II

DEFINITIONS

"Association" shall refer to the Country Cottages Home Owners Association, its successors and assigns.

"Board" shall refer to the Board of Directors of the Association.

"Common Area" shall refer to all real property owned by the Association for the Common use and enjoyment of the owners, also known as Lot 13, Country Cottages.

"Declarant" shall refer to the current President of the Association.

"Declaration" shall refer to the Declaration of Covenants, Conditions and Restrictions applicable to the property recorded as Country Cottages, Lots 1 through 12, and Lot 13, (known as the Common Area).

"Lot" shall refer to each recorded Lot 1 through 12, Country Cottages.

"Member" shall refer to those persons entitled to membership as owner (s) of a Lot.

"Member in Good Standing" shall refer to members who are current in paying the monthly assessment (no more than 30 days delinquent)

"Owner" shall refer to the recorded owner of any Lot.

"Properties" shall refer to the real property described in the recorded Declaration of Covenants, Conditions and Restrictions, and any additions that might be brought within the jurisdiction of the Association.

"Written Notice" shall refer to notice mailed to al members of the Association. The notification period begins when appropriately addressed notification is deposited with the U.S. Postal Service.

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Article III

MEETING OF MEMBERS

Section 1. Annual Meeting. Regular annual meetings of the members shall be held on the 2nd Tuesday in January at a time and place designated as provided in Article I.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President of the Board, or upon written request by any member of the Association.

Section 3. Quarterly Meetings. Meetings of the members shall be held on the 2nd Tuesday in the months of January, April, July, and October. These meetings shall be conducted under the procedures established by Robert's Rules of Order.

Section 4. Quorum. The presence at any meeting of a majority of members shall constitute a quorum for any action, except as otherwise provided in the Declaration or these By-laws. (Each Lot counts as one vote.) If a quorum does not exist at any meeting, those in attendance do have the power to adjourn that meeting until a quorum is present.

Article IV

BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board which shall consist of the four elected officers.

Section 2. Term of Office. The term of office of the Directors will be two (2) years. The offices of President and Vice-President will be elected in the same year. The offices of Secretary and Treasurer will be elected the following year. Any term not completed by an elected member may be filled by the majority vote of the remaining Board.

Section 3. Removal. Any Director may be removed from office as a director, with just cause, by a majority vote of the members of the Association.

Section 4. Compensation. No Director shall receive compensation for any service rendered to the Association. Any Director may be reimbursed for actual expenses incurred in the performance of Board duties.

Section 5. Action taken without a meeting. The Directors shall have the right to take any action without a meeting which they could take at a meeting by obtaining written approval of all the Directors. Any action so approved shall have the same effect as action approved at a meeting of the Directors.

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Article V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nominations for election to the Board shall be made from the floor at the annual meeting.

Section 2. Elections. At each election, each member may vote in person (one vote per Lot) for each vacancy. New Board members begin serving their term on the first day of the new calendar year.

Article VI

MEETINGS OF DIRECTORS

Section 1. Special meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) Directors.

Section 2. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every decision of the majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Article VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon.

(b) Suspend the voting rights of a member during any period in which they are in default in payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period of not more than 60 days for infraction of published rules and regulations,

(c) Exercise, for the Association, all powers and duties vested in the Association and not reserved elsewhere by the Association.

(d) Declare the office of a member of the Board to be vacant if the officer is no longer a member in good standing of the Association.

Section 2. Duties. It shall be the duty of the Board to:

(a) Keep a complete set of records of all its acts and corporate affairs and to present a statement thereof to the members at each quarterly meeting. A written request by one-fourth (1/4) of the members will also cause the records to be presented at any time;

(b) Supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the monthly assessment against each Lot.

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(2) On any property for which assessments are delinquent, may bring action against the owner personally obligated to pay the same.

(d) Procure and maintain liability and hazard insurance on property owned by the Association.

(e) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem necessary.

(f) Cause the Common Area to be maintained.

(g) Cause all street and drive areas to be cleared of snow when such snow exceeds 3 inches of new snowfall in any 24-hour period. (This snow removal will be conducted on the Common Area and private driveways within the subdivision.)

(h) Cause all "sodded" areas to be mowed and watered as needed to maintain a well-groomed yard view. (This mowing will be conducted on the Common Area and private yard areas, both front and rear.)

(i) Notify homeowners of any need to: adjust watering schedules, and repair their private sprinklers, private driveway areas or private fences.

Article VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President and Vice-President, who shall at all times be members of the Board, a Secretary and Treasurer, and such other officers as the Board may, from time to time, by resolution create.

Section 2. Election. The election of officers shall take place at the annual meeting. Elected officers will take office on the first day of the calendar year.

Section 3. Term. The officers shall be elected annually and hold office for two (2) years unless removed or replaced as noted elsewhere in these By-laws or Declaration. The offices of President and Vice-President will be elected in the same year and the offices of Secretary and Treasurer will be elected the following year.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require. The Board will establish the term and duties of the special appointment.

Section 5. Resignation or Removal. Any officer may be removed for cause by the Board. Any officer may resign at any time by giving written notice to the Board specifying effective date. Acceptance of such resignation is not necessary to make it effective.

Section 6. Vacancies. A vacancy of any office may be filled by appointment by the Board. The appointee shall meet qualifications of and serve out the term of the officer being replaced.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of the other offices except in the case of special appointments created pursuant to Section 4 of this Article.

Section 8. Duties.

(a) President: Shall preside at all meetings; shall see that orders and resolutions of the Board are carried out; shall sign all official instruments and documents as directed by the Board; shall be one of four (4) officers authorized to sign checks for the Association.

(b) Vice President: Shall act in place of the President in the event of his/her absence or inability to act, and discharge such other duties as may be required by the Board.

(c) Secretary: Shall record the votes and keep minutes of all meetings and proceedings of the Board and members; keep appropriate current records showing members of the Association and their addresses; and shall perform other such duties as directed by the Board.

(d) Treasurer: Shall supervise the receipt and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all official instruments and documents as directed by the Board. The Treasurer will be one of the four (4) officers authorized to sign checks and each disbursement check will have the signature of two (2) Board members.

Article IX
COMMITTEES

The Board may appoint committees as it deems necessary to carry out its purpose.

The Board shall appoint an Internal Audit Committee each year. This Committee shall consist of members that are not officers of the Board. All records of the Association shall be made available to this Committee. This Committee shall make a report of conditions of the Association to the members at the next Association meeting following the audit.

Article X
ASSESSMENTS

A. Each member is obligated to pay a monthly Association assessment which is secured by a continuing lien upon the property against which the assessment is made. Assessments are due on the first day of each month and any

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assessments not paid when due are delinquent. If the assessment is not paid within 30 days after due date, the assessment shall bear a $25.00 per month late charge for each month or part of a month delinquent from the due date. The Association may bring action against the owner personally obligated to pay the same and foreclose the lien against the property. Interest, late fees, reasonable costs, and attorney fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape the liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

B. Assessment obligation shall begin upon the transfer of ownership from the Lot's previous owner.

C. In accordance with these By-laws, the Board shall set the amount and schedule of payment of assessments as established in Article VII.

Article XI

AMENDMENTS

Section 1. These By-laws may be amended, at a properly called quarterly or special meeting of the members, by a vote of a quorum of members present in person or by proxy.

Article XII

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the last day of December of each year.

IN WITNESS WHEREOF, we the undersigned President and Secretary of this Association certify that said By-laws were adopted by a majority vote of the members of this Association.

Doloris R Schlager
President

4-26-18
Date

Doloris R Schlager

Attest:

Chery M. Kildow
Secretary

4-26-18
Date

Cherry M. Kildow

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STATE OF WYOMING

} ss.

COUNTY OF LARAMIE

The foregoing instrument was signed before me and acknowledged, this 26 day of April 2018, by Doloris B Schlager, President.
Country Cottages Homeowners Association

ASHLEY RHOADES - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES 10/18/21

WITNESS MY HAND AND OFFICIAL SEAL

Ashley Rhoades
Notary Public

My Commission Expires: 10/18/21

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