



First American Title™

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**VACATION STATEMENT**

THE PART OF THE LOTS TO WHICH THE FOLLOWING EASEMENTS ARE GRANTED ARE THE EAST HALF OF SECTION 16 AND THE NORTH ONE-HALF OF SECTION 17, T14N, R10W, S4E, AND IS ADJACENT TO THE EAST SIDE OF THE ROAD.

**LEGAL DESCRIPTION**

A PORTION OF LAND BEING DIVIDED IN THE EAST ONE-HALF OF SECTION 16 AND THE NORTH ONE-HALF OF SECTION 17, T14N, R10W, S4E, AND IS ADJACENT TO THE EAST SIDE OF THE ROAD, TOGETHER WITH THE EASEMENTS THEREON, IS HEREBY GRANTED TO THE CITY OF CHEYENNE, WYOMING, TO BE USED AS A PUBLIC ROAD.

BEFORE AT A PUBLIC MEETING OF THE BOARD OF COMMISSIONERS OF THE CITY OF CHEYENNE, WYOMING, HELD AT THE CITY CLERK'S OFFICE, IN THE CITY OF CHEYENNE, WYOMING, ON THE 14TH DAY OF APRIL, 1996, THE BOARD OF COMMISSIONERS OF THE CITY OF CHEYENNE, WYOMING, HAS APPROVED THE VACATION OF THE FOREGOING EASEMENTS, AND HAS ORDERED THE CITY CLERK TO RECORD THIS VACATION STATEMENT IN THE PUBLIC RECORDS OF THE CITY OF CHEYENNE, WYOMING, TO BE EFFECTIVE FROM THE DATE OF RECORDING.

THIS PORTION OF LAND CONTAINS 3.08 ACRES MORE OR LESS AND IS SUBJECT TO ANY AND ALL EASEMENTS, ENCUMBRANCES, RESTRICTIONS, ENCUMBRANCES AND RIGHTS NOW OR HERETOFORE ASSERTED.

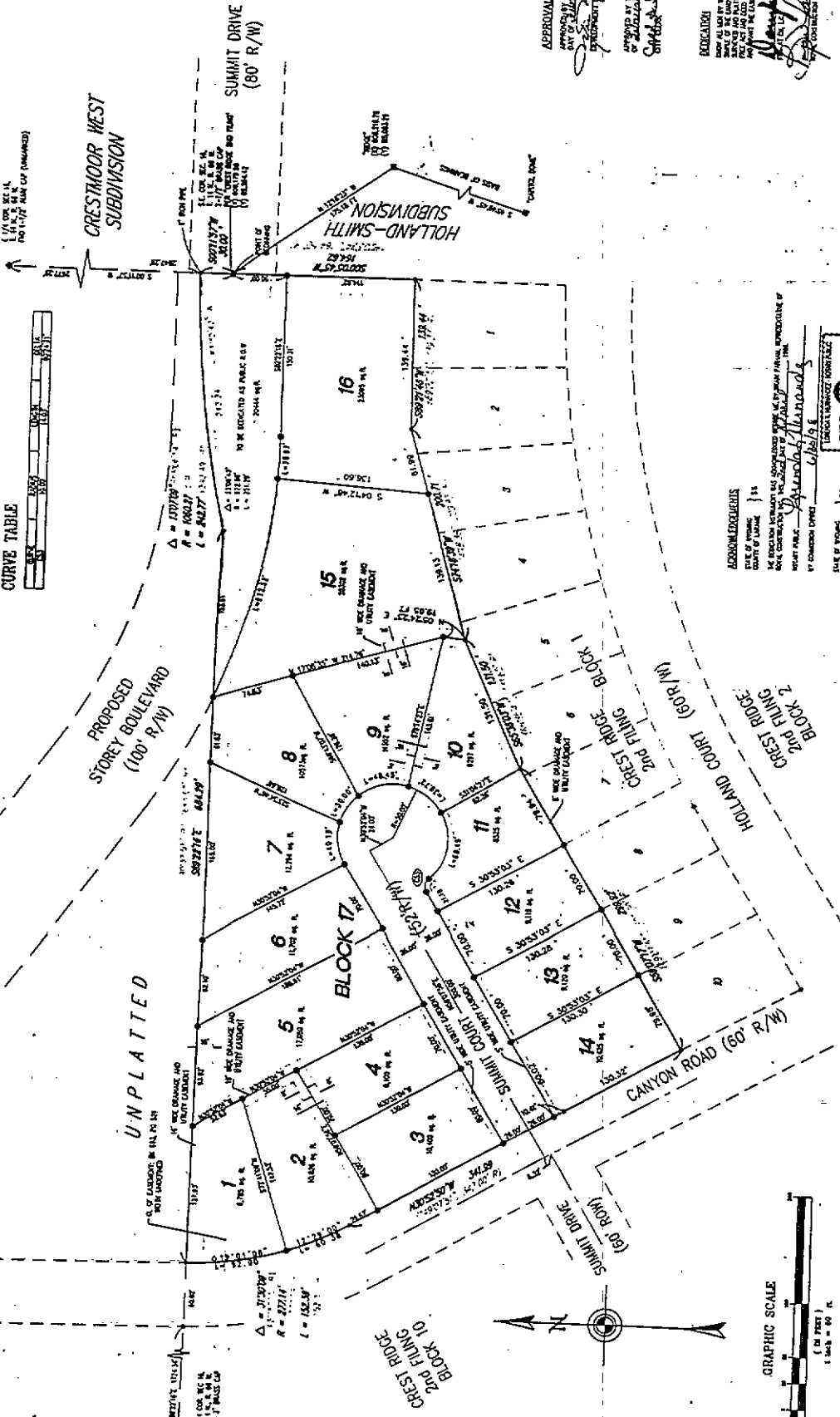
**APPROVALS**

APPROVED BY THE CITY CLERK: *[Signature]*  
 APPROVED BY THE CITY COMMISSIONERS: *[Signature]*

APPROVED BY THE CITY COMMISSIONERS OF THE CITY OF CHEYENNE, WYOMING, ON THE 14TH DAY OF APRIL, 1996: *[Signature]*

**BOOKING**

BOOKED BY THE CITY CLERK: *[Signature]*  
 BOOKED BY THE CITY COMMISSIONERS: *[Signature]*



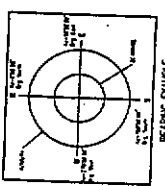
**FILING RECORD**

Booked by: *[Signature]*  
 Date: 4/14/96  
 City: Cheyenne, Wyo.  
 County: Foothills

**ASSURANCE ENDORSEMENTS**

FILE OF RECORD: 15  
 COUNTY OF RECORD: Foothills  
 CITY OF RECORD: Cheyenne, Wyo.  
 DATE OF RECORDING: 4/14/96  
 BY: *[Signature]*

- 1. ALL LOTS PRESENTLY ZONED R-2 AND AMENDED TO D-1
- 2. PROPOSED ZONING BLOCK 11 IS R-2 IN RECORDED RECORDS



- LEGEND**
- DENOTES SET HOLES X 24" REBAR W/ 2" ALUM CAP MARKED "APPC PAS 232"
  - DENOTES FOUND 1-1/2" AL CAP MARKED "BHW ROBERT LS 2500" PER "CREST RIDGE 2ND FLUNG"
  - ◆ DENOTES FOUND MONUMENT AS NOTED
  - ⊙ DENOTES CURVE NUMBER
  - (H) DENOTES RECORDED DATA PER "CREST RIDGE 2ND FLUNG"

**CREST RIDGE  
 4TH FILING**

A REPEAT OF LOTS 11-21, BLOCK 1 AND ALL OF BLOCK 9 OF  
 CREST RIDGE 2ND FILING  
 CHEYENNE, WYOMING.

**Professional Seal**  
 State of Wyoming  
 No. 2-1846  
 License No. 1



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

185310

COPY TO ASSESSOR

(2)

State of Wyoming )  
County of Laramie ) ss.

LARAMIE COUNTY CLERK  
CHEYENNE, WY.

'96 JUN 24 PM 3 17

ROYAL CONSTRUCTION, INC.  
to  
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS  
CREST RIDGE, 2ND FILING AND 4TH FILING  
City of Cheyenne, Laramie County, Wyoming

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Royal Construction, Incorporated, organized under the laws of the State of Wyoming, being the owner in fee simple of CREST RIDGE, 2nd filing, an addition to the City of Cheyenne, Laramie County, Wyoming, does here by make this Declaration of Protective Covenants applicable to all the described property.

- Lots 1 through 9 inclusive Block 1 Crestridge, 2nd Filing
- Lots 1 through 4 inclusive and Lots 7 through 11 inclusive Block 2 Crest Ridge 2nd Filing
- Lots 17 through 25 inclusive Block 3 Crest Ridge 2nd Filing
- Lots 17 through 19 inclusive Block 8 Crest Ridge 2nd Filing
- Lots 1 through 6 inclusive Block 10 Crest Ridge 2nd Filing
- Lots 1 through 14 inclusive Block 17 Crest Ridge, 4th Filing

**1. One Family Residences:** The use of said lands as platted thereof shall be restricted to single family residential use. No structure shall exceed two stories in height with a private garage appurtenant thereto.

**2. Architectural Restrictions:** The design of dwellings shall provide for uniform quality of workmanship and materials consistent with other dwellings; harmony of external design with existing or planned structures; and site location with respect of topography and finished grade elevations which will blend existing and planned structures within the subdivision.

Lot grading and drainage will conform with the approved subdivision grading plan.

Each building plan will be submitted to the Architectural Control Committee for review and approval prior to the start of construction. Submittal shall include building elevations and materials, building location on plot plan, finished lot elevation and grades, and exterior color scheme. The Committee will review each plan to ensure conformance with the architectural restrictions.

**3. Dwelling Size and Quality:** Each single story dwelling exclusive of porches, terraces and garages on the above described lots; shall have a minimum of finished living area of 1050 square feet; Story and a half dwellings shall have a minimum of 1100 square feet; Two story dwellings shall have a minimum of 1200 square feet of living area of which not less than 700 square feet shall be finished on the first level. Tri-Level dwellings shall have a minimum of 1000 sq feet of finished living area. Bi-Level dwellings shall have a minimum first floor finished living area of 900 square feet. It is understood that these minimum area requirements shall be determined by measurement of the framing dimensions of the living quarters only and are exclusive of basement area.

Each dwelling shall be constructed with a minimum of an enclosed two car garage with a minimum of 400 square feet.

Exterior colors and exterior construction materials of all dwellings must be approved, in writing, by the Architectural Control Committee. Roofs shall be of T-Lock shingles or better,

(1)

will be permissible.

An engineered foundation and a perimeter drain system sufficient to satisfy the Engineer of the City of Cheyenne will be required for each home to be build.

**4. Building locations:**

(A) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines required by the City of Cheyenne. In any event, no building shall be located on any lot nearer than twenty five (25) feet to the front lot line or nearer than five (5) feet to any side lot line, and no nearer than twenty (20) feet to any rear lot line. Corner lots shall afford a ten (10) foot side yard clearance to the street side.

(B) No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line.

For the purpose of the covenant, eaves, steps and open porches shall not be considered as part of a building.

**5. Nuisances:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood. Occupancy conditions may be considered to be a nuisance to adjacent property owners resulting from activities of burning, noise, vermin, health hazards, pollution, odors, undesirable animals or their maintenance and insect pests developing as a condition because of the nature of maintenance or care of the property.

**6. Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for storage and disposal of such materials shall be maintained in a clean and sanitary condition. Removal of such refuse from the premises shall be accomplished at intervals of not less than twice each month. No individual water supply system or sewage waste disposal system shall be permitted on any lot.

**7. Maintenance of Surface:** Earth or gravel shall not be removed from the surface of the premises except for improvement of the leveling on the tract involved. Landfill shall be earth only and shall not include trash, refuse, junk, construction debris or similar materials. Stable conditions or the soil and vegetation shall not be destructively destroyed or disturbed nor shall the surface drainage patterns be changed except in a fully engineered manner which will provide adequate recognition of soil conservation requirements. All damage to soil and vegetation shall be immediately restored to a stable condition.

**8. 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, except that during the period of construction of a permanent residence on the premises, there may be erection of temporary facilities. Such facilities shall be limited to a single period of six months beginning with the first day of erection, on-site location or the exterior storage of materials to be utilized for permanent facility construction and at the expiration or such six-month period there shall be a final removal and cleanup of such temporary facilities.

**9. Parking and nonoperative Vehicles and facilities:** Parking of trailer-campers, truck-campers, bus-campers and other wise large vehicles such as stock trucks and trailers shall be limited of 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 such a location for storage

from one season to another or while not in seasonal use. Said vehicles shall be parked in an on the front driveway or any parking area between the side building line of any residence and the property line or a parking area between the rear building line of any residence and the rear property line.

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, side or rear building line and the corresponding property line of any residence for a period of more than 24 hours at any one time or as a repeated matter of practice.

Autos, trucks, trailers and other similar vehicles shall under no circumstances be parked or stored outside of closed buildings either in front of the lot or upon any portion thereof unless such vehicles are either in closed buildings or carry current Wyoming vehicle registration. Similarly, construction equipment, farm implements, industrial equipment and machinery, or salvage items or their components shall not be stored outside of closed building.

**10. Signs:** 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 are allowed. No other sign shall be permitted without prior written approval of the Architectural Control Committee as subject to a reasonable right of disapproval by adjoining neighbors, after notice.

**11. Fencing:** There will be no front yard fencing except for decorative fencing such as two-rail, split-rail. All fencing in the front yards require Architectural Control Committee approval. On corner lots, the back-yards fencing shall be no closer to the street than the front building line or the adjacent lot or 25 feet setback whichever is less. Corner lots or lots adjoining more than one street or cul-de-sac lots may have 10' side yard setback upon the Architectural Control Committee written approval.

**12. Livestock and Poultry:** No animals, livestock or poultry or any kind shall be raised, bred, or kept on any lot, except that no more than two dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

**13. Commencement of construction:** Construction will begin within twelve (12) months after deed has been given or deposit is given whichever comes first. This time can be extended twelve months if just cause can be shown to the Architectural Control Committee for their approval.

**14. Utilities:** All permanent utilities will be underground. No overhead wires are allowed.

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

**16. Enforcement:** In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area of the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages, and in addition, to recover from the party so violating such protective covenants reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery to the damages.

**17. Architectural Control Committee:** The Architectural Control Committee is composed of the following persons: Bryan Parham, Lauren Parham and Dan Gregg. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. None of the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the

then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its power and duties.

**18. 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 or review the plans or issues a written approval or disapproval within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

**19. Landscaping:** No xeriscape landscaping, water concerns, gravel, etc. Will be permitted on any lot in the subdivision. There will be no front yard fencing, except that small unobtrusive portions or aesthetically pleasing fencing might be allowed in connection with a total landscape plan, which would require the approval of the Architectural Control Committee. Front yard landscaping is to be done within six months of completion of home. If for any unusual conditions this cannot be done approval by the Architectural Control Committee will be required.

**20. Severability:** Invalidation of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

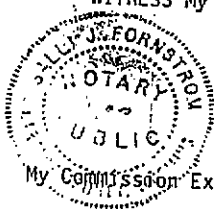
ROYAL CONSTRUCTION, INC.

by: Bryan Parham President  
Bryan Parham

STATE OF Wyoming }  
COUNTY OF Laramie } ss

The foregoing instrument was acknowledged before me this 24 day of June, 1996, by Bryan Parham, President.

WITNESS My hand and official seal.



Kelly J. Foranstrom  
Notary Public