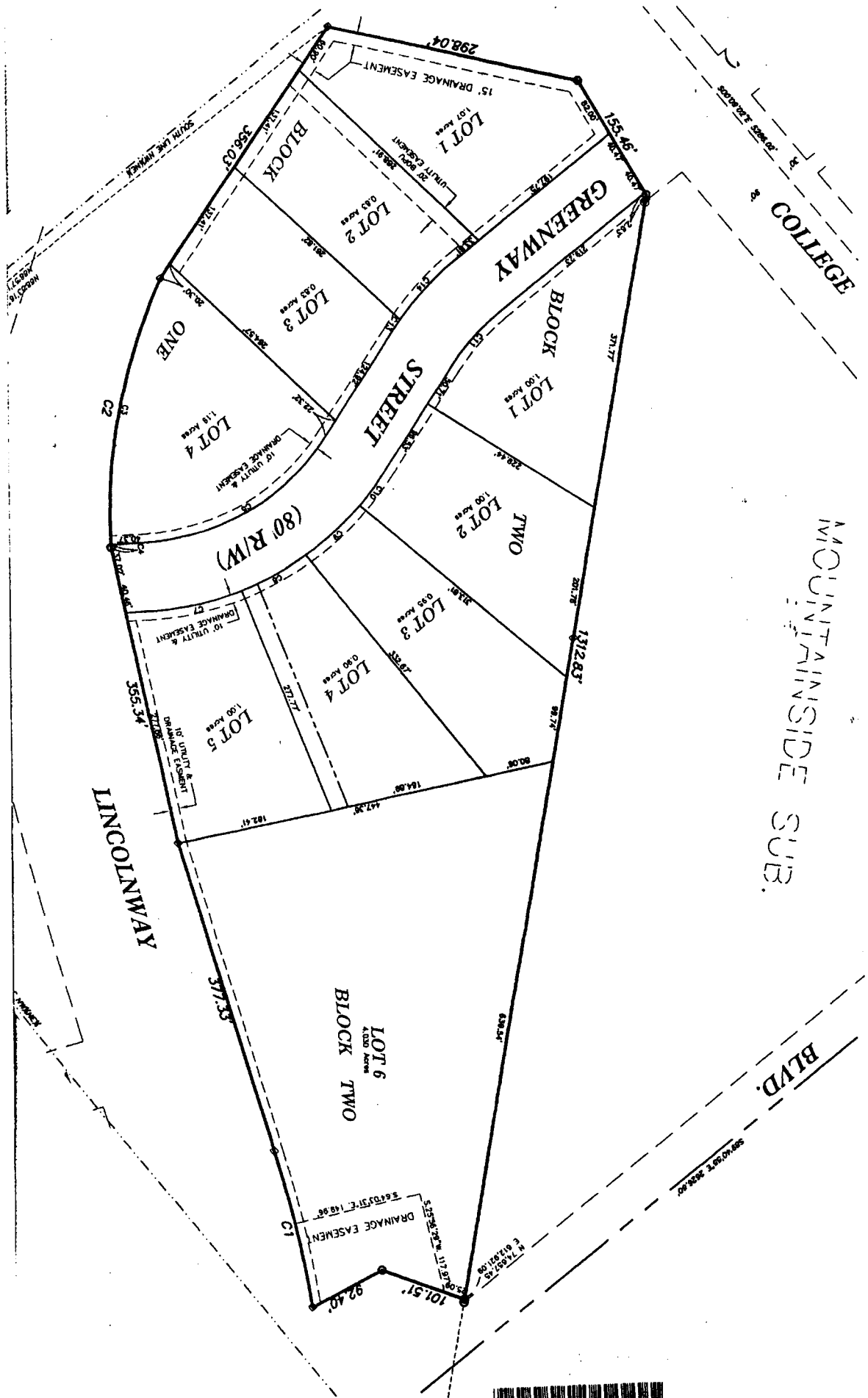




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*Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics 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.*



**THE CROSSROADS CENTER  
DECLARATION OF COVENANTS,  
CONDITIONS  
AND  
RESTRICTIONS  
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## ARTICLE I – DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article I shall as used in this Declaration, have the meanings herein set forth:

### 1.1 Architect

The term "Architect" shall mean a person holding a certificate to practice architecture in the State of Wyoming.

### 1.2 Architectural Control Committee

An Architectural Control Committee for The Crossroads Center is constituted. This committee is composed of Richard B. Wilson, William J. Edwards, John F. Volk and James D. Volk or their successors as provided for herein. All notices to the Committee required herein shall be sent to "Architectural Control Committee Subdivision, c/o John F. Volk, 222 East 18<sup>th</sup> Street, Cheyenne, Wyoming 82001." All committee actions or decisions shall be by majority vote. A majority of the Committee may designate a representative to act for it. In the event of a vacancy due to the death, termination or resignation of any member, the remaining members shall have full authority to designate a successor. None of the members of the committee, or its designated representative shall be entitled to compensation of any kind for services performed as a member of the Committee.

The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request or application made pursuant to this Declaration. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant.

### 1.3 Beneficiary

The term "Beneficiary" shall mean a mortgagee under a mortgage, as well as a beneficiary under deed of trust.

### 1.4 Declarant

The term "Declarant" shall mean The Crossroads Center, its successors and assigns.

### 1.5 Declaration

The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for The Crossroads Center as the same are set forth therein and as it may be amended or supplemented from time to time.

### 1.6 The Crossroads Center

The term "The Crossroads Center" shall be synonymous with the term "Subject Property" and shall mean all of the real property now or hereafter made subject to this Declaration.



## 1.7 Improvement-Improvements

The term "improvement" or "improvements" shall include buildings, outbuildings, roads, sidewalks, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, water lines, sewers, electrical and gas distribution facilities, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, loading areas, and all other structures, construction, installations and landscaping of every type and kind, whether above or below the land surface.

## 1.8 Lot

The term "lot" shall mean a fractional part of the subject property as subdivided on subdivision or parcel maps recorded from time to time in the Office of the Recorder of the County of Laramie, State of Wyoming.

## 1.9 Mortgage

The term "mortgage" shall mean an interest in land created by a written instrument providing security for the performance of a duty or payment of a debt.

## 1.10 Occupant

The term "occupant" shall mean a lessee or licensee of an owner, or any other person or entity other than an owner in lawful possession of a lot with the permission of the owner.

## 1.11 Owner

The term "Owner" shall mean: (i) the person or persons holding record fee title to any portion of the property; or (ii) the lessee or lessees entitled to occupy all of a parcel under a lease for a fixed term of thirty (30) years or longer, in which case the fee owner of the parcel demised by such lease shall not be deemed to be the owner of such parcel for purposes of this Declaration during the term of said lease. In the event that the ownership of the improvements on any parcel shall ever be severed from the ownership of the land, whether by lease or by deed, only the owner of the improvements shall be deemed an owner hereunder and shall be entitled to act on behalf of the owner of the land for all purposes hereunder.

## 1.12 Record - Recorded - Recordation

The terms "record," "recorded," or "recordation" shall mean, with respect to any document, the recordation of said document in the Office of the Recorder of the County of Laramie, State of Wyoming.

## 1.13 Sign

The term "sign" shall mean any structure, device or contrivance, electric or non-electric, upon or within which any poster, bill, bulletin, printing, lettering, painting, device, or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted, or otherwise fastened or affixed.

## 1.14 Street or Streets

The term "street" or "streets" shall mean any street, highway, road or thoroughfare within or adjacent to the subject property and shown on any recorded subdivision, or recorded survey, whether designated thereon as street, boulevard, place, drive, road, court, terrace, way, lane, circle, or otherwise.

## 1.15 Subject Property



The term "Subject Property" shall be synonymous with the term The Crossroads Center and shall mean all of the real property now or hereafter made subject to this Declaration.

**1.16 Property Line**

The term "property line" shall mean the boundary of each lot.

**1.17 Net Acreage**

The term "net acreage" shall mean the total number of square feet of land of the subject property, less any square feet of land included in dedicated streets, roadways, parks, or natural open spaces.

**1.18 Engineer**

The term "engineer" shall mean a person holding a certificate to practice engineering in the State of Wyoming.

**1.19 Citations**

City of Cheyenne, Zoning Ordinance, Chapter 17.88 (Cheyenne Supp. No. 1, 2-03) MUB Mixed Use with Business Emphasis District.

**ARTICLE II - SUBJECT PROPERTY**

**2.1 General Declaration**

Declarant hereby declares that all of the real property located in the City of Cheyenne, County of Laramie, State of Wyoming, and more particularly described in Exhibit "A" is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon, or otherwise used, improved and transferred in whole or in part, subject to this Declaration. All of the covenants, conditions and restrictions set forth herein are declared and agreed to be for The Crossroads Center and are established for the purpose of enhancing and protecting the value, desirability,, and attractiveness of the subject property and every part thereof. All of said covenants, conditions, and restrictions shall run with all of the subject property for all purposes and shall be binding upon and inure to the benefit of Declarant and all owners, occupants, and their successors in interest as set forth in this Declaration.

**ARTICLE III**

**3.1 Uses Permitted**

Pursuant to this Declaration of Covenants, Conditions and Restrictions, The Crossroads Center is designated for certain mix commercial and residential use where the dominant use is business use. The "Subject Property" is currently zoned. "MUB/mixed use with business emphasis" The Declarant may amend this Section from time to time to allow other and different uses, if such amendment is approved by the City of Cheyenne and any other governmental entity having jurisdiction. To the extent that the designated uses set forth herein are more restrictive than the then-applicable zoning ordinance, the designated uses herein shall control. The following uses are permitted within The Crossroads Center:

17.88.020 USES

- A. Uses by Right
  - 1. Entertainment and recreation facilities and uses;

2. Home occupations (Section 17.116.030);
3. Offices;
4. Residential when developed in conformance with the requirements of Chapter 17.48;
5. The retailing or wholesaling of goods or the provision of services when the sale and storage of supplies and equipment are conducted within the building;
6. Child care facilities (Section 17.116.020).
- B. Uses Requiring Administrative Approval (Section 17.148.030): None.
- C. Uses Requiring Board Approval (Section 17.148.030). The following uses may be permitted by the board;
  1. Bars, cocktail lounges and liquor stores;
  2. Any use permitted in this district requiring outside storage;
  3. High-density residential when developed in conformance with the requirements of Chapter 17.56;
  4. Other uses similar to those permitted in this district (Zoning Ordinance, Appx. A §§ 45.110-45.113)

### 3.2 Prohibited Uses

The following operations and uses **shall not** be permitted on any property subject to this Declaration:

- 3.2.1 Trailer courts or recreation vehicle campgrounds;
- 3.2.2 Junkyards;
- 3.2.3 Drilling for and removing oil, gas or other hydrocarbon substances;
- 3.2.4 Refining of petroleum or of its products;
- 3.2.5 Commercial petroleum storage yards; (this prohibition does not apply to the ordinary and necessary petroleum storage facilities associated with the operation of a travel center);
- 3.2.6 Commercial excavation of building or construction materials; provided that this prohibition shall not be construed to prohibit any excavation necessary in the course of approved construction pursuant to Article III;
- 3.2.7 Distillation of bones;
- 3.2.8 Dumping, disposal, incineration or reduction of garbage, sewage, offal, dead animals, or other refuses (but not to exclude modern recycling);
- 3.2.9 Fat rendering;
- 3.2.10 Stockyard or slaughtering of animals;
- 3.2.11 Cemeteries;
- 3.2.12 Jail or honor farms;

### **3.3 Public Utilities**

Public Utilities shall be placed within easements so granted for such uses in The Crossroads Center, approved by governmental agencies, or subsequent subdivisions. Declarant reserves the sole right to grant consents for any variances there from for the construction and operation of public utilities. Declarant reserves the right to approve aboveground utility lines across the subject property or any portion thereof on a temporary basis for the purpose of construction.

### **3.4 Utility Lines and Antennas**

No sewer, drainage, or utility lines shall be constructed, placed, or maintained anywhere in or upon any portion of the subject property, unless the same shall be contained in conduits or cables constructed, placed, or maintained underground or concealed in or under buildings or other structures. All telephone connections and installations of secondary electrical wires to buildings shall be made underground from the nearest available power source. No transformer shall be located on any power pole nor hung on the outside of any building, but the same shall be pad-mounted on the surface in industry-approved cabinets. Any design variances there from for such installations shall require the prior written approval of the Committee. Nothing contained herein shall be deemed to forbid the erection or use of temporary power, or permanent communication or other devices pertinent to the conduct of the owner's business or operations.

### **3.5 Other Operations and Uses**

Operations and uses which are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing by the Committee. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to this Declaration or upon the occupants thereof, but shall be in the sole and absolute discretion of Committee.

### **3.6 Zone Changes**

Notwithstanding any future zone changes to the Subject Property by the City of Cheyenne changing its current MUB designation, such future zone change use(s) is/are not a permitted use(s) on the Subject Property without the prior written consent of the Committee, in the Committee's sole and absolute discretion. In addition, no Owner may request a zone change classification with the City of Cheyenne without the prior written consent of the Committee, in the Committee's sole and absolute discretion.

## **ARTICLE IV - ARCHITECTURAL REVIEW COMMITTEE**

### **4.1 Formation of Committee**

Declarant hereby establishes an Architectural Review Committee referred to throughout as (the "Committee"), consisting of three individuals, for the purpose of reviewing construction and alteration of improvements within the subject property as set forth in this Article and for the purpose of performing such other functions as are required pursuant to this Declaration.

### **4.2 Rules of Procedure**

The Committee may adopt rules and regulations from time to time governing its activities, provided the same are not inconsistent with those contained herein. The Committee shall meet at the convenience of the members and as often as necessary to transact its business, acting on the concurrence of two out of three members.



### 4.3 Membership

The Declarant shall designate the members of the Committee for four-year terms or until their successors are appointed. If the Declarant fails to appoint such members or to fill a vacancy, a majority of the Owners may appoint such member(s) thirty days after written request to the Declarant to make the appointment and no appointment having been made. After seventy-five percent (75%) of the Net Acreage subject to this Declaration is owned by third parties, a majority of the third parties shall designate the members.

## ARTICLE V - CONSTRUCTION OF IMPROVEMENTS

### 5.1 Approval of Plans Required

No improvements shall be erected, placed, altered, maintained, or permitted to remain on any lot by any Owner or Occupant until final plans and specifications shall have been submitted to and approved in writing by the "Committee". Such final plans and specifications shall be submitted in two (2) sets over the authorized signature of Owner or Occupant, or both, of the lot, or the authorized agent thereof. Such plans and specifications shall be in such form and shall contain such information as may be required by the Committee, but shall in any event include the following:

- 5.1.1 A site development plan of the lot showing the nature, grading scheme, kind, shape, composition, and location of all structures with respect to the particular lot (including proposed front, rear, and side setback lines).
  - 5.1.1a A site development plan shall mean and refer to the final site plan for the Subject Property filed with the City of Cheyenne, Wyoming.
- 5.1.2 A landscaping plan for the particular lot pursuant to Section 17.88.050;
- 5.1.3 A plan for the location of signs and lighting pursuant to Section 17.88.080, which includes specifics as to design material, location, size, height, colors and lighting; and
- 5.1.4 A building elevation plan showing dimensions, materials, and exterior color scheme in no less detail than required by the appropriate governmental authority for the issuance of a building permit. Material changes in approved plans must be similarly submitted to and approved by the Committee.

### 5.2 Basis for Approval

Approval shall be based, where appropriate, upon approval by the appropriate governmental regulatory bodies. Among other things, plans must address adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements upon neighboring lots, proper facing of main elevation with respect to nearby streets, adequacy of screening of mechanical, air conditioning, or other rooftop installations, and conformity of the plans and specifications to the purpose, and the intent of this Declaration. No plans will be approved which do not provide for the underground installation of power, electrical, telephone, and other utility lines from the property line to buildings, and the pad-mounting of all transformer and terminal equipment. Except as otherwise provided in this Declaration, the committee shall have the right to disapprove any plans and specifications submitted hereunder on any reasonable grounds including, but not limited to, the following:

- 5.2.1 Failure to comply with any of the restrictions set forth in this Declaration;

- 5.2.2 Failure to include information in such plans and specifications as may have been reasonably requested by the Committee;
- 5.2.3 Objection to the exterior design, the appearance of materials, or materials employed in any proposed structure;
- 5.2.4 Objection on the ground of incompatibility of any proposed structure or use with existing structures or uses upon other lots, or other property in the vicinity of the subject property;
- 5.2.5 Objection to the location of any proposed structure with reference to the other lots or other property in the vicinity;
- 5.2.6 Objection to the grading or landscaping plan of any lot; or
- 5.2.7 Object to the location of and character of signs and lighting; or
- 5.2.8 Any other matter which, in the judgment of the Committee, would render the proposed improvements or use inharmonious with the general plan for improvement of the subject property or with improvements located upon other lots or other property in the vicinity within said development.

### **5.3 Approval**

The Committee may approve or disapprove plans and specifications as submitted, or as altered or amended, or it may grant its approval to the same, subject to specific conditions. Provided however, the Committee's action on such submission shall occur within not less than thirty (30) calendar days; if not, such submission shall be deemed approved. Upon approval or conditional approval by the Committee of any plans and specifications submitted, a copy of such plans and specifications, together with any conditions, shall be deposited for permanent record with the Committee, and a copy of such plans and specifications, bearing such approval together with any conditions, shall be returned to the applicant submitting the same.

### **5.4 Declarant and Architectural Control Committee Not Liable**

Declarant and the Committee shall not be liable for any damage, loss or prejudice suffered or claimed by any person on account of:

- 5.4.1 The approval or disapproval of any plans, drawings, and specifications, whether or not in any way defective;
- 5.4.2 The construction of any improvement, or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or
- 5.4.3 The development of any lot within The Crossroads Center.

### **5.5 Construction Without Approval**

If any improvement shall be erected, placed, or maintained upon any lot, or the exterior side thereof, or any new use commenced upon any lot, other than in accordance with the approval by the Committee pursuant to the provisions of this Article V, such alteration, erection, placement, maintenance, or use shall be deemed to have been undertaken in violation of this

Declaration; upon written notice from the Committee, any such improvement so altered, erected, placed, maintained, or used upon any lot in violation of this Declaration shall cease or be amended so as to conform to this Declaration. Should such removal or alteration or cessation or amendment of use not be accomplished within thirty (30) days after receipt of such notice, then the party in breach of this Declaration shall be subject to the enforcement procedures set forth in Article VIII.

## **5.6 Approval**

Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the Owner or Occupant, and any approval or permission granted by the Committee shall not in any way be construed to mean acceptance of any submission to any private or governmental agency.

## **ARTICLE VI – DEVELOPMENT STANDARDS**

### **6.1 Minimum Setback**

No improvements of any kind, and no part thereof, shall be placed inconsistent with the prevailing setback requirement, Section 17.88.040.

### **6.2 Landscaping**

Within ninety (90) days following completion of construction or by the date each improvement is occupied, whichever first occurs, or no later than June 1 if winter weather has prevented completion within the preceding times, each lot shall be landscaped in accordance with the approved plans and specifications.

After completion, the landscaping shall be maintained in a slightly and well-kept condition. If, in Committee's reasonable opinion, the required landscaping is not maintained in a slightly and well-kept condition, Declarant or the Committee shall be entitled to the remedies set forth in Article VIII.

### **6.3 Parking Areas**

Parking requirements and standards shall be in accordance with Chapter 17.124 (City of Cheyenne Zoning Ordinance, Appx. A §45.160, as the same shall be amended from time to time:

- 6.3.1 Required off-street parking shall be provided on the lot, on a continuous lot, or within such distance from the lot as the Committee deems reasonable.
- 6.3.2 Parking areas shall be paved so as to provide dust free, all weather surfaces. Each parking space provided shall be designated by lines painted upon the paved surface and shall be adequate in area. All parking areas shall provide, in addition to parking spaces, adequate driveways and space for the movement of vehicles.
- 6.3.3 No parking spaces shall be located on or permitted within setback areas adjacent to a street, as set forth in Section 6.1, except that parking spaces may be located on or parking permitted within such area if the Committee's written permission is first obtained.

## **6.5 Storage and Loading Areas**

All storage, maintenance, and loading areas must be constructed and used in accordance with plans approved by the Committee. All storage, maintenance, and loading areas must be kept clean and in good condition and repair and be screened in accordance with prevailing ordinances applicable to light industrial uses.

## **6.6 Site Coverage**

The maximum building coverage on any lot shall be limited by the site requirements set forth in Section 6.1 through 6.5; provided, however, that the maximum combined areas of building(s), structure(s), and storage and parking areas shall not exceed eighty percent (80%) of the area of that lot.

## **6.7 Building Height**

The maximum height of all structures on Lots 1-4, Block 1 within the Subject Property shall be thirty two (32) feet. Structures on Lots 1-6, Block 2, within the Subject property shall have no restrictions. Notwithstanding the above restrictions on Block 1, the Committee may in its absolute and sole discretion grant a variance from said restrictions from time to time, or at any time, upon request by a Owner.

## **6.8 Roof Top Equipment**

Owner shall insure that any and all roof top equipment on all structures shall be properly screened, such as a parapet or similar structure.

### **ARTICLE VIII - OWNER'S MAINTENANCE RESPONSIBILITY**

#### **7.1 Owner's Maintenance Responsibility**

Each Owner of a lot shall be responsible for the maintenance of its lot and the improvements constructed thereon, including the maintenance or repair of any utility lines which service said Owner's lot and/or improvements.

### **ARTICLES VIII- ENFORCEMENT**

#### **8.1 Covenants, Conditions and Restrictions**

The conditions, covenants, restrictions and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of the Declarants and Owners of every part and parcel of the premises. These conditions, covenants, restrictions and reservations may be enforced, as provided hereinafter, by each Declarant and Owner as well as by the Committee acting for itself and as Trustees on behalf of the Declarant and owners. Each owner, by acquiring an interest in the premises, shall be conclusively deemed to appoint irrevocably the Committee as his/her/its Trustees for such purposes. Violation of any condition, covenant, restriction or reservation herein contained shall give to the Declarants, the Committee and to the Owners, or any of them the right to bring proceedings in law or equity against the part or parties violating or attempting to violate any of said covenants, conditions, restrictions and reservations, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any such covenants, conditions, restrictions and reservations shall give to the Committee, acting as such Trustees, the right to enter upon the premises and remove at the expense of the owner thereof any structure, thing, improvement or condition that may be or exist thereon contrary to the provisions hereof. Every act, omission to act, or condition which violates the covenants, conditions, restrictions and reservations herein



contained shall constitute a nuisance and every remedy available in law or equity for the abatement of public or private nuisances shall be available to the Declarants, the Owners and the Committee. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties for whom judgment is entered shall be entitled to costs and reasonable attorney fees in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive.

## **8.2 Subject to applicable Law, Ordinance or Regulation**

Unless otherwise grandfathered or exempt, each Owner and/or Occupant of the subject property is required to comply with, and shall be personally responsible for determining compliance with, applicable law, ordinance or regulation. Where such applicable law, ordinance or regulation is more restrictive than the conditions, covenants and restrictions herein, the former shall control.

## **ARTICLE IX - VARIANCE AND TERMINATION**

### **9.1 Variances**

The Committee or Declarant shall have the right to waive or grant variances, both temporary and permanent, from the covenants and restrictions set forth in this Declaration if, in their reasonable discretion, such waiver or variance is warranted in a particular instance, provided that no waiver or variance shall be granted where the result of such waiver or variance would be contrary to or inconsistent with any applicable ordinance, annexation or zoning agreement, planned unit development plan, or other governmental law, ordinance, rule or regulation, unless the prior consent thereto is granted by the appropriate governmental body or official.

### **9.2 Termination**

Each of the covenants set forth above all shall continue and be binding upon the Declarant and upon its successors and assigns, and upon each of them, and all parties and persons claiming under them for a period of twenty (20) years from the date of execution of this document, and automatically shall terminate at the end of such twenty (20) years; provided, however, that the owners of 60% of the fee simple of the property subjected to this Declaration (based on the number of square feet owned as compared to the total area), by recordable certificate filed of record not more than 180 days nor less than 90 days prior to the termination date, may extend this Declaration by an additional period of (10) years. 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 article.

## **ARTICLE X - SPECIAL DECLARANT RIGHTS**

**10.1 Special Declarant Rights.** Declarant hereby reserves the right, from time to time, to perform the acts and exercise the rights hereinafter specified (the "Special Declarant Rights"). Special Declarant Rights include the following:

- A. Completion of Improvements. The right to complete the road, utility service lines, culvert and other improvements and the Common Elements.
- B. Exercise of Development Rights. The right to exercise any Development Right reserved in Article VI of this Declaration.
- C. Sales Management and Marketing. The right to maintain existing signs and advertising



- the Project on any Tract owned by Declarant, and in the Common Elements.
- D. Construction Easement. The right to use easements through the Common Elements for the purpose of making improvements within the Project.
  - E. Control of Association and Board of Directors. The right to appoint or remove any member of the Board of Directors appointed by the Declarant during the Period of Declarant Control.
  - F. Amendment to Protective Covenants. Declarant reserves the right to amend these Protective Covenants from time to time in its sole discretion, until this subject property is owned one hundred (100%) by third parties.

**10.2 Limitations on Declarant Special Rights.** Unless sooner terminated by an amendment to this Declaration executed by the Declarant, any Special Declarant Rights may be exercised by the Declarant anywhere in the Project so long as the Declarant, or its successor or assign, holds the Special Declarant Rights.

**10.3 Period of Control**

Declaration shall have and hold the Special Declarant Rights until one hundred percent (100%) of the lots are sold.

The Crossroads Center

By: 

John F. Volk, Member

By: 

James D. Volk, Member

By: 

William J. Edwards, Member

By: 

Richard B. Wilson, Member



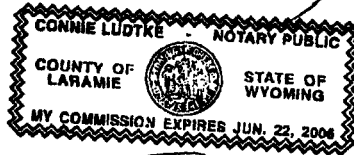
RECORDED 12/01/2004 AT 8:10 AM REC# 403636 K# 1851 PG# 12  
 DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 12 OF 16

STATE OF WYOMING )  
 )ss  
COUNTY OF LARAMIE )

Subscribed and sworn to before me by John F. Volk as Member of The Crossroads Center this 5th  
day of December, 2004.

Witness my hand and official seal.

*Connie Ludtke*  
Notary Public



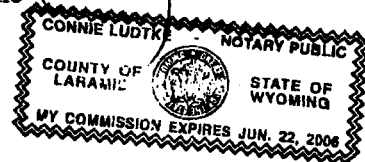
My Commission Expires:

STATE OF WYOMING )  
 )ss  
COUNTY OF LARAMIE )

Subscribed and sworn to before me by James D. Volk as Member of The Crossroads Center this 5th  
day of December, 2004.

Witness my hand and official seal.

*Connie Ludtke*  
Notary Public



My Commission Expires:

STATE OF WYOMING )  
 )ss  
COUNTY OF LARAMIE )

Subscribed and sworn to before me by William J. Edwards as Member of The Crossroads Center this 5th  
day of November, 2004.

Witness my hand and official seal.

*Julianne Randall*  
Notary Public

My Commission Expires: 5-1-06



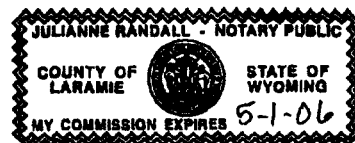
STATE OF WYOMING )  
 )ss  
COUNTY OF LARAMIE )

Subscribed and sworn to before me by Richard B. Wilson as Member of The Crossroads Center this 5th  
day of November, 2004.

Witness my hand and official seal.

*Julianne Randall*  
Notary Public

My Commission Expires: 5-1-06



# Protective Covenants The Crossroads Center

**KNOW ALL MEN BY THESE PRESENTS:**

These conditions, covenants and easements apply to The Crossroads Center.

**THIS DECLARATION**, made this 5<sup>th</sup> day of November, 2004, by The Crossroads Center, hereinafter called the "**DECLARANT**";

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of the real property described herein on Exhibit A, attached hereto, and is desirous of subjecting the real property described herein to the conditions, covenants and easements hereinafter set forth, all of which are for the benefit of said property and for the owner thereof, and shall inure to the benefit of and pass with said property, and each parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

**NOW, THEREFORE**, the Declarant hereby declares that the real property described herein is, and shall be, held, transferred, or sold, subject to the conditions, covenants, and easements hereinafter set forth:

(Balance of Page left blank intentionally)



**Legal Description**

All of the Crossroads Center, according to the official plat filed for record in Laramie County, Wyoming