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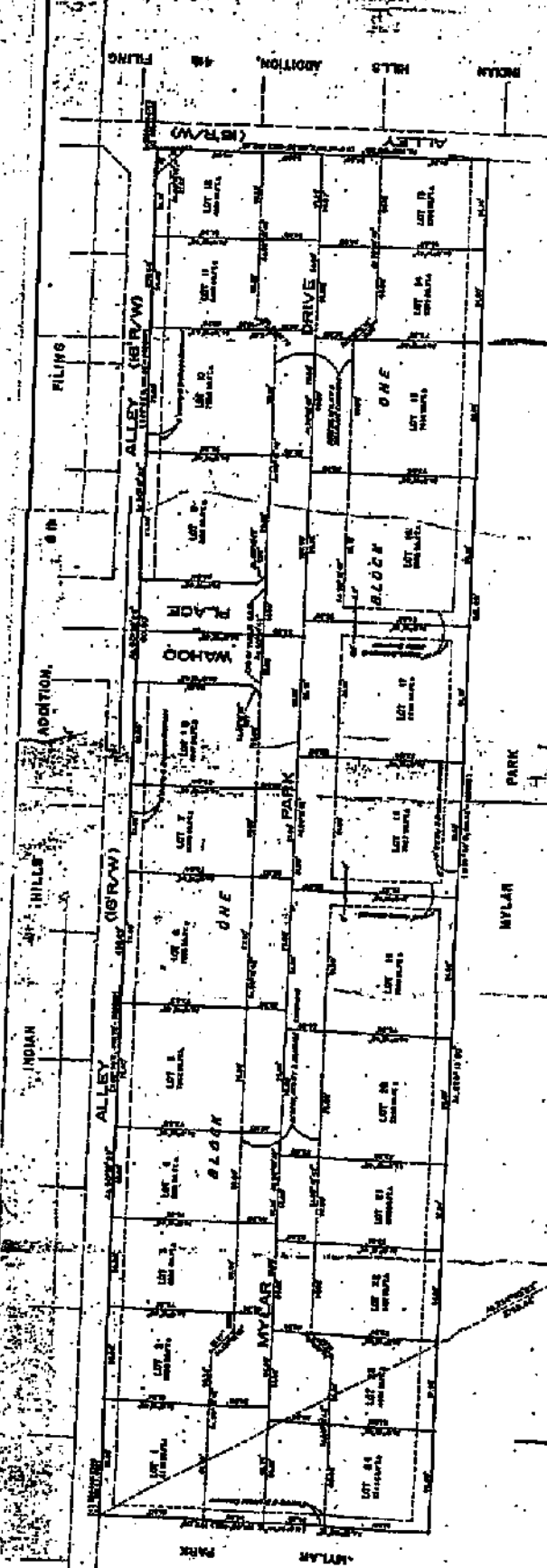
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PROJECT 83-08  
 DATE 9-28-83  
 SURVEYOR B. J. BRADMAN  
 DRAWN BY M. J. BRADMAN

INTERMOUNTAIN PROFESSIONAL SERVICES, INC.

PROJECT- DRY CREEK NORTH, REFINEMENT #1



**LEGEND**

- 1. Existing Lot
- 2. Proposed Lot
- 3. Proposed Lot
- 4. Proposed Lot
- 5. Proposed Lot
- 6. Proposed Lot
- 7. Proposed Lot
- 8. Proposed Lot
- 9. Proposed Lot
- 10. Proposed Lot
- 11. Proposed Lot
- 12. Proposed Lot
- 13. Proposed Lot
- 14. Proposed Lot
- 15. Proposed Lot
- 16. Proposed Lot
- 17. Proposed Lot
- 18. Proposed Lot
- 19. Proposed Lot
- 20. Proposed Lot
- 21. Proposed Lot
- 22. Proposed Lot
- 23. Proposed Lot
- 24. Proposed Lot

**SUBDIVISION NOTES**

- 1) THESE WILL BE AN ADDED SUBDIVISION OF THE MAHOOD PLACE DRIVE (PRIVATE DRIVE)
- 2) ALL LOTS OF THIS SUBDIVISION ARE TO BE CONVEYED TO THE CITY OF DENVER BY DEED
- 3) ALL LOTS OF THIS SUBDIVISION ARE TO BE CONVEYED TO THE CITY OF DENVER BY DEED
- 4) ALL LOTS OF THIS SUBDIVISION ARE TO BE CONVEYED TO THE CITY OF DENVER BY DEED

**APPROVALS**

Approved by the Denver Board of Commissioners on 9/28/83  
 Approved by the City of Denver on 9/28/83  
 Approved by the City of Denver on 9/28/83

**DEDICATION**

I, B. J. BRADMAN, a Professional Surveyor of the State of Colorado, do hereby certify that the above described subdivision is in accordance with the provisions of the Subdivision Map Act, C.R.S. 38-1-101, et seq., and that the same is being dedicated to the City of Denver, Colorado, for public use.

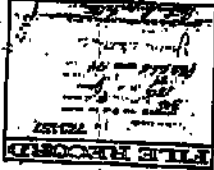
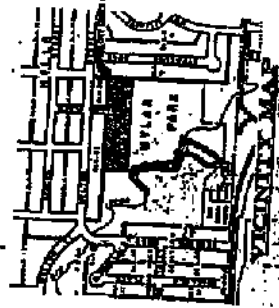
**ACKNOWLEDGMENT**

Subscribed and sworn to before me on this 28th day of September, 1983, at the City and County of Denver, Colorado.



**SURVEYOR'S CERTIFICATE**

I, B. J. BRADMAN, a Professional Surveyor of the State of Colorado, do hereby certify that the above described subdivision is in accordance with the provisions of the Subdivision Map Act, C.R.S. 38-1-101, et seq., and that the same is being dedicated to the City of Denver, Colorado, for public use.



**DRY CREEK NORTH, REFINEMENT #1**

LOT 1  
 LOT 2  
 LOT 3  
 LOT 4  
 LOT 5  
 LOT 6  
 LOT 7  
 LOT 8  
 LOT 9  
 LOT 10  
 LOT 11  
 LOT 12  
 LOT 13  
 LOT 14  
 LOT 15  
 LOT 16  
 LOT 17  
 LOT 18  
 LOT 19  
 LOT 20  
 LOT 21  
 LOT 22  
 LOT 23  
 LOT 24

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).

RECORDED JUN 27 1984 AT 1:32 O'CLOCK P.M.  
EXCEPTED 750927 JANET C. WHEATHEAD, Recorder

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
MYLAR PARK PLACE

THIS DECLARATION, made on the date hereinafter set forth by P & V Development, a partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Cheyenne, County of Laramie, State of Wyoming, which is more particularly described as:

Lots 1 through 24, Dry Creek North, "Refinement A", a replat of Lot 1, Block 1 & Lot 1, Block 2, Dry Creek North, and Wahoo Place, City of Cheyenne, Laramie County, Wyoming.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, uses, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with and be appurtenant to, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Mylar Park Place, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot (1 through 24) which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Private Easements" shall mean all easements utilized as access, utility and drainage easements for the common use and enjoyment of the owners, and which are not dedicated to the public.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, which plot shall be subject to a private easement, specifically, Dry Creek North, "Refinement A", a replat of Lot 1, Block 1 and Lot 1, Block 2, Dry Creek North, and Wahoc Place, City of Cheyenne, Laramie County, Wyoming.

Section 6. "Declarant" shall mean and refer to P & V Development, a partnership, its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment: Every Owner shall have a right and easement of enjoyment in and to the Private Easement which shall be appurtenant to and shall

pass with the title to every Lot, subject to the following provisions:

- a. The right of Association to suspend the voting rights and right to use the Private Easements by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- b. The right of the Association to dedicate or transfer all or any part of the Private Easements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use: Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the Private Easements to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members.

The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B . The Class B member(s) shall be the Declarant who shall be entitled to two (2) votes for each Lot owned. The Class B membership shall cease on the happening of either of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership become greater than the Class B membership; or
- b. On June 1, 1988.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fall due. The personal obligation for delinquent

assessments shall not pass to his successors in the title unless expressly assumed by them."

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Private Easements and of the homes situated upon the property to the extent provided in Article V hereinbelow.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seventy Five Dollars (\$ 75.00) per Lot.

- a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of

members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum For Any Action

Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or annual basis as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the granting of a lot to a Class A owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The



due dates shall be established by the Board of Directors. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose its lien against the property pursuant to and in accordance with the foreclosure by advertisement and sale provisions provided in the Wyoming Statutes. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Private Easement or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V  
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the individual homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion of such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used or has use of the wall must restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion of such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to demand contribution from any other

Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be made by a majority of all the arbitrators.

#### ARTICLE VI

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure will be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII  
USE RESTRICTIONS

Section 1. Maintenance of Grounds. The grounds, including without limitation, the lawns, shrubs, trees and sidewalks shall be maintained by the Association in a proper manner which is homogeneous with all other Properties subject to this Declaration. The Association may maintain all or any items included in or on the grounds of all Properties.

Section 2. Easements. Easements for installation and maintenance of utilities, drainage facilities and Private Easements for driveways, sidewalks, lawns and landscaped area are reserved at actual location of the same. Within these easements, no new structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the movement of vehicles or persons in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Association, except for those improvements for which a public authority or utility company is responsible.

Section 3. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 4. 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.

Section 5. Parking and Non-Operative Vehicles and Facilities. Parking of trailer-campers, truck-campers,

bus-campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours, when parked on the street. The parking of boats and trailers on the street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street for a period of more than 24 hours at any one time as a repeated matter of practice.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 7. Animals. 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 and do not become a nuisance.

Section 8. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each owner is responsible for the removal of his own garbage unless undertaken by Association in accordance with Section 1 above.

Section 9. Antennas. No Owner shall place a tv, radio, citizens band radio, or any other such antennas on any

improvement or on any lot without the prior approval of two-thirds (2/3) of the Board of Directors.

Section 10. Commercial Use. Any improvement on any Lot may only be used for the purposes allowed in the Zoning Ordinances of the City of Cheyenne at that time. The Zoning Ordinances must be changed prior to any use of any improvement for a business or commercial purpose. Notwithstanding the foregoing, no noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the designated area, by reason of unsightliness or excessive emission of odors, dust, fumes, smoke, glare, vibration, radiation, noise or excessive traffic.

#### ARTICLE VIII

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the



COPY TO ASSESSOR

058146

*g*

RECEIVED  
LARAMIE COUNTY  
CHEYENNE, WY.

Amendments

to

'89 JUN 6 AM 10 02

Declaration of Covenants, Conditions and Restrictions

Mylar Park Place

Preliminary Statement

These Amendments, as hereinafter set forth, are amendments to Section 1, Section 3, and Section 7 of Article IV; Section 11 of Article VII, and Section 5 of Article VIII of the Declaration of Covenants, Conditions and Restrictions for Mylar Park Place being and described as:

Lots 1 through 24, Dry Creek North, "Refinement A", a replat of Lot 1, Block 1 & Lot 1, Block 2, Dry Creek North, and Wahoo Place, City of Cheyenne, Laramie County, Wyoming;

executed June 25, 1984 by the Declarant P & V Development, a Partnership, and filed of record on June 27, 1984 at Book 1200 page 1651 of the books and records of Laramie County, Wyoming

These Amendments are adopted by the undersigned, Owners of not less than seventy-five percent (75%) of the Lots in Mylar Park Place as described above, and are adopted in accordance with Article VIII Section 3 of the existing and recorded Declaration of Covenants, Conditions and Restrictions for Mylar Park Place, consisting of Lots 1 through 24, Dry Creek North, Refinement A, located within the City of Cheyenne, County of Laramie, State of Wyoming as described above.

Article IV Section 1 is amended to read as follows:

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a

*Restrictions for...*  
*...*



B

charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees incurred in enforcing any lien for assessment or the foreclosure or collection thereof shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successors in title unless expressly so assumed."

Article IV Section 3 is amended by the addition of a subparagraph d. as follows:

"d. Unimproved lots upon which no home has been constructed shall be assessed an annual assessment as determined by the Board of Directors, which assessment shall not exceed the rate fixed for improved lots."

Article IV Section 7 is amended to read as follows:

"Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Class A Owner on the first day of the month following the granting of a Lot to a Class A Owner. For Class A Owners, the first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The annual assessments provided for herein shall commence as to each Lot held in fee simple title by the Declarant on July 1, 1989. The annual assessments on each such Lot owned by the Declarant shall be adjusted according to the number of months it is held by Declarant from July 1, 1989 to commencement of the assessment of a Class A Owner who shall purchase the Lot from the Declarant or its successor in interest. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject

thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Article VII is amended by the addition of a new Section 11 as follows:

"Section 11. Fences. Each Lot Owner shall construct and maintain a fence along the exterior boundary of each Lot owned. Said fence shall be constructed and maintained so as to conform to the type, height and material of the exterior fence surrounding the entire development."

Article VIII is amended by the addition of a new Section 5 as follows:

"Section 5. Special Provision for Lots 11 and 12. From and after the construction and completion of a single dwelling unit upon Lots 11 and 12 in accordance with the Declaration of Covenants, Conditions and Restrictions, Lots 11 and 12 shall thereafter be treated as one Lot for all purposes under this Declaration of Covenants, Conditions and Restrictions."

These Amendments shall be effective upon recording in the office of the County Clerk, Laramie County, Wyoming.

DATED in Laramie County, Wyoming this 5<sup>th</sup> day of JUNE, 1989.

[Signature]  
Owner(s)  
703 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Norma R. Black                      Mary M. Black  
Owner(s)  
706 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

[Signature]  
Owner(s)  
709 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Kenn B. Mann  
Owner(s)  
710 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

David B. Bell Cheryl K. Bente  
Owner(s)  
713 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

John D. Dora Bonnie J. Dora  
Owner(s)  
716 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

James J. Goodworth Wesley J. Goodworth  
Owner(s)  
719 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Wanda M. Chamberlain Wanda M. Chamberlain  
Owner(s)  
722 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Sharon L. Anderson  
Owner(s)  
724 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

David G. Thies  
Owner(s)  
727 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Edward J. Amundson Annette L. Hillstrom  
Owner(s)  
803 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

James M. Anderson Allen D. McCracken  
Owner(s)  
804 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

E. E. Tripel A. Elizabeth N. Tripel  
Owner(s)  
809 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Emily J. Allen  
Owner(s)  
810 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Lois Smith Bonnie H. Smith  
Owner(s)  
814 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

J. J. Forbes Jane D. Forbes  
Owner(s)  
817 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Jack M. Hobbitt Marilyn B. Hobbitt  
Owner(s)  
900 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Harold R. Chambers Jessie F. Chambers  
Owner(s)  
901 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

D. G. Chambers  
Owner(s)  
905 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Theresa M. Markee Georgina R. Markee  
Owner(s)  
906 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Owner(s)  
910 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Michael Lindsey Patricia A. Lindsey  
Owner(s)  
911 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

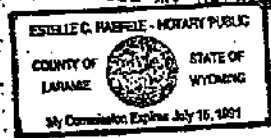
Owner(s)  
916 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

W. H. Bond  
Owner(s)  
917 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

STATE OF WYOMING )  
COUNTY OF LARAMIE ) ss.

The foregoing instrument was acknowledged before me this  
5<sup>th</sup> day of June, 1989, by David M. Nahrgang.

Witness my hand and official seal.

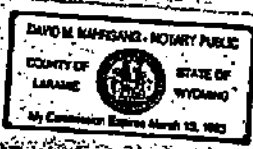


Estelle C. Harper  
Notary Public

STATE OF WYOMING )  
COUNTY OF LARAMIE ) ss.

The foregoing instrument was acknowledged before me this  
5<sup>th</sup> day of JUNE, 1989, by Norman R. and Mary M. Black,  
James D. Casey, Karen K. Kline, Daniel G. and Cheryl K. Baxter,  
James M. and Barbara J. Moses, Paul J. and Verda N. Woodworth,  
Mark F. and Marta F. Chenchar, Sharon L. Anderson, Ruth A. Heist,  
William D. Hansen, and Annetta Gilbertson, James D. and Helen A.  
McCracken, E. E. and A. Elizabeth Nickel, Emily F. Allen, Leo C.  
and Bonnie G. Smith, G. James and Jane D. Forbes, Jack L. and  
Marilyn B. Noblitt, Gerald R. and Jessie F. Chambers, A. G.  
Andrikopoulos, Joseph U. and Georgina R. Markee, Michael D.  
and Patricia P. Lindsey, Robert K. and Helen J. Bon.

Witness my hand and official seal.



David M. Nahrgang  
Notary Public

**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**MYLAR PARK PLACE**

**Preliminary Statement**

WHEREAS, the undersigned are the owners of certain real property located in Cheyenne, Laramie County, Wyoming, described as:

Lots 1 through 24, Block 1, Dry Creek North, "Refinement A," a replat of Lot 1, Block 1 & Lot 1, Block 2, Dry Creek North, and Wahoo Place, City of Cheyenne, Laramie County, Wyoming.

WHEREAS on June 25, 1984, P & V Development, a partnership, as declarant, executed a Declaration of Covenants, Conditions and Restrictions for Mylar Park, which document was filed of record June 27, 1984, in Book 1200 beginning at page 1651 of the books and records of the County Clerk of Laramie County, Wyoming, declaring that the real property described above was to be held, sold and conveyed subject to the easements, restrictions, uses, covenants and conditions therein set forth; and

WHEREAS on June 5, 1989, in accordance with the requirements thereof said Declaration of Covenants, Conditions, and Restrictions were amended by the owners of said property which Amendments were signed by at least seventy-five percent (75%) of the then owners of said lots and filed of record on June 6, 1989, in Book 1274 beginning at Page 683 of the books and records of the County Clerk of Laramie County, Wyoming; and

WHEREAS in accordance with the provisions of Article VIII, Section 3, of the original Declarations of Covenants, as amended, the undersigned Owners of at least seventy-five percent (75%) of the Lots in Mylar Park Place hereby execute the following Amended and Restated Declaration of Covenants, Conditions and Restrictions.

**WITNESSETH:**

THE UNDERSIGNED hereby declare that all of the property above described shall be

held, sold and conveyed subject to the following easements, restrictions, uses, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with and be appurtenant to, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**  
**DEFINITIONS**

Section 1. "Association" shall mean and refer to Mylar Park Place, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot (1 through 24) which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Private Easements" shall mean all easements utilized as access, utility and drainage easements for the common use and enjoyment of the owners, and which are not dedicated to the public.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, which plot shall be subject to a private easement, specifically, Dry Creek North, "Refinement A," a replat of Lot 1, Block 1 and Lot 1, Block 2, Dry Creek North, and Wahoo Place, City of Cheyenne, Laramie County, Wyoming.

Section 6. "Declarants" shall mean and refer to the Owners of Lots 1 through 24 of Mylar

Park Place as of the date hereof.

**ARTICLE II  
PROPERTY RIGHTS**

**Section 1. Owners' Easements of Enjoyment:** Every Owner shall have a right and easement of enjoyment in and to the Private Easement which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of Association to suspend the voting rights and right to use the Private Easements by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- b. The right of the Association to dedicate or transfer all or any part of the Private Easements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two thirds of the members has been recorded.

**Section 2. Delegation of Use:** Any Owner may delegate in accordance with the By-Laws, his right of enjoyment to the Private Easements to the members of his family, his tenants, or contract purchasers who reside on the property.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS**

**Section 1.** Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2.** The Association has only one class of voting membership which is composed

of all of the owners. The Class B membership and Class A memberships as described in the original Declaration expired by the terms thereof on June 1, 1988. After said date there became only one class of members who are the Owners of all of the Lots of Mylar Park Place.

Section 3. The Owners of each Lot are entitled to one vote for each Lot owned. In such cases where more than one person shall be the Owner of a Lot, all such persons shall be members. The vote for such Lot shall be exercised as they shall determine, but in no event shall more than one vote be cast with respect to any Lot.

**ARTICLE IV**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees incurred in enforcing any lien for assessment or the foreclosure or collection thereof, shall also be the personal obligation of the person(s) who was the Owner of such property at the time when the assessment is due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly so assumed.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Private Easements and of the homes situated upon



the property to the extent provided in Article V hereinbelow.

Section 3. Maximum Annual Assessment.

- a. The maximum annual assessment shall be set by a vote of not less than two-thirds (2/3) of the members.
- b. The annual assessment may be set by the Board of Directors each year but may not be increased by more than five percent (5%) above the prior year's assessment without a vote of the membership.
- c. The maximum annual assessment may be increased above the five percent (5%) only by a vote of two-thirds (2/3) of the members voting in person or by proxy at a meeting called for such purpose.
- d. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum set by the membership.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of the members voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice For Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or annual basis as determined by the Board of Directors.

Section 7. Annual Assessment and Due Date. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose its lien against the property pursuant to and in accordance with the foreclosure by advertisement and sale provisions provided in the Wyoming Statutes. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Private Easement or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such

Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE V**  
**PARTY WALLS**

**Section 1. General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the individual homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 2. Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion of such use.

**Section 3. Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used or has use of the wall must restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion of such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

**Section 4. Weatherproofing.** Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 5. Right to Contribution Runs With Land.** The right of any Owner to demand contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**Section 6. Arbitration.** In the event of any dispute arising concerning a party wall, or

under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be made by a majority of all the arbitrators.

**ARTICLE VI**  
**ARCHITECTURAL CONTROL**

No building, fence, wall or other structure will be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

**ARTICLE VII**  
**USE RESTRICTIONS**

**Section 1. Maintenance of Grounds.** The grounds, including without limitation, the lawns and sidewalks shall be maintained by the Association in a proper manner which is homogeneous with all other Properties subject to this Declaration. The Association is not responsible for maintenance of trees, shrubs or flowers planted by the Owner. The Association may maintain all or any items included in or on the grounds of all Properties.

**Section 2. Easements.** Easements for installation and maintenance of utilities, drainage facilities and Private Easements for driveways, sidewalks, lawns and landscaped area are reserved at actual location of the same. Within these easements no new structure, planting or other

material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the movement of vehicles or persons in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Association, except for those improvements for which a public authority or utility company is responsible.

Section 3. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 4. 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.

Section 5. Parking and Non-Operative Vehicles and Facilities. Parking of trailer-campers, truck-campers, bus-campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours, when parked on the street. The parking of boats and trailers on the street shall be of a temporary nature and not be left parked in such a location for storage from one season to another or while not in seasonal use. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street for a period of more than 24 hours at any one time as a repeated matter of practice.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 7. Animals. 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 and do not become a nuisance.

Section 8. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each owner is responsible for the removal of his own garbage unless undertaken by Association in accordance with Section 1. above.

Section 9. Antennas. No Owner shall place a t.v., radio, citizens band radio, or any other such antennas on any improvement or on any lot without the prior approval of two-thirds (2/3) of the Board of Directors.

Section 10. Commercial Use. Any improvement on any Lot may only be used for the purposes allowed in the Zoning Ordinances of the City of Cheyenne at that time. The Zoning Ordinances must be changed prior to any use of any improvement for a business or commercial purpose. Notwithstanding the foregoing no noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the designated area, by reason of unsightliness or excessive emission of odors, dust, fumes, smoke, glare, vibration, radiation, noise or excessive traffic.

Section 11. Fences. Each Lot Owner shall construct and maintain a fence along the exterior boundary of each Lot owned. Said fence shall be constructed and maintained so as to conform to the type, height, and material of the exterior fence surrounding the entire development.

ARTICLE VIII  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce,

by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by not less than seventy-five percent (75%) of the Lots owned. Any amendment must be recorded with the office of the Laramie County Clerk.

Section 4. Special Provision For Lots 11 and 12. A single dwelling unit having been constructed on Lots 11 and 12, said Lots 11 and 12 shall be treated as one Lot for all purposes under this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, have hereunto set their hands this 21<sup>st</sup> day

of July, 2004.

  
\_\_\_\_\_  
Owner(s)

703 Mylar Park Drive, Cheyenne, Wyoming 82009  
\_\_\_\_\_  
Address

Mary M. Black  
\_\_\_\_\_  
Owner(s)

706 Mylar Park Drive, Cheyenne, Wyoming 82009  
\_\_\_\_\_  
Address

11

RECORDED 6/22/2004 AT 1:54 PM REC# 390817 BK# 1821 PG# 165  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 11 OF 15

William J. Thomas  
Owner(s)  
709 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Angela A. Connor  
Owner(s)  
710 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Rebecca A. Redler  
Owner(s)  
713 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Norathy J. Springer  
Owner(s)  
716 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Owner(s)  
719 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Alene M. Opatowicz  
Owner(s)  
722 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Sharon L. Anderson  
Owner(s)  
724 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Owner(s)  
727 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Annette Hansen Wanda D. Hansen  
Owner(s)  
803 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address



James M. Lambert Helen A. McCusker  
Owner(s)  
804 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Thomas V. Toft  
Owner(s)  
809 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Owner(s)  
810 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

George J. Kinnear  
Owner(s)  
814 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Jane M. Fisher  
Owner(s)  
817 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Owner(s)  
900 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Jessia J. Chambers  
Owner(s)  
901 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Anthony R. Caudinopoulos  
Owner(s)  
905 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

Joseph A. Markse  
Owner(s)  
906 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

*Cathryn G. Gudimopoulos* *Constance M. Stree*  
Owner(s)

911 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

*M. Chene*  
Owner(s)

916 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

*LO Allie* *Constance M. Stree*  
Owner(s)

917 Mylar Park Drive, Cheyenne, Wyoming 82009  
Address

**CERTIFICATION**

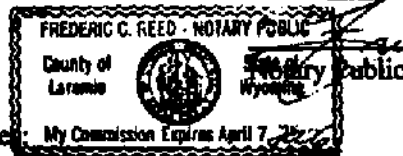
THE UNDERSIGNED, Helen A. McCracken, President of the Board of Directors of Mylar Park Place Homeowners Association, hereby certifies that the foregoing Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Mylar Park Place was signed by at least seventy-five percent (75%) of the current owners of all of the lots which comprise Mylar Park Place and were approved by the Board of Directors on the 21<sup>st</sup> day of June, 2004.

Helen A. McCracken  
Helen A. McCracken, President, Board of Directors  
Mylar Park Place Homeowners Association

STATE OF WYOMING )  
                          )ss.  
COUNTY OF LARAMIE )

On the 22<sup>nd</sup> day of June, 2004, before me personally appeared Helen A. McCracken, to me personally known, who by me duly sworn did say that she was the President of the Board of Directors of Mylar Park Place Homeowners Association on June 21, 2004, and that the foregoing instrument was signed on behalf of said Association by at least seventy-five percent (75%) of the owners and approved by its Board of Directors and acknowledged said instrument to be the free act and deed of the owners thereof.

Given under my hand and notarial seals this 22<sup>nd</sup> day of June, 2004.



My Commission Expires: My Commission Expires April 7, 2006