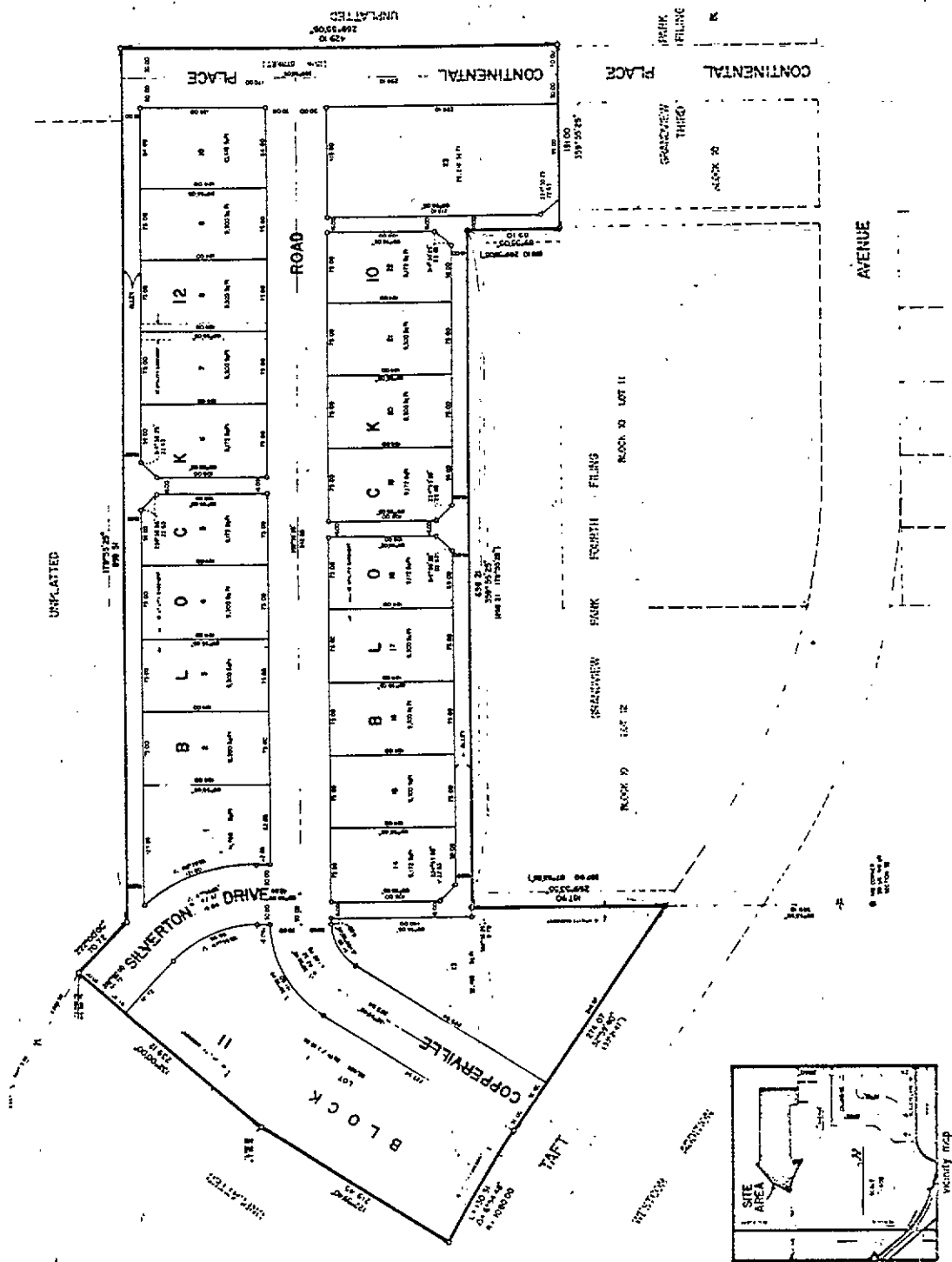




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Scale 1" = 50'

RECORDED FEB 2 1982 AT 2:55 O'CLOCK P.M.

646565
Reception No. JANET C. WHITEHEAD, Recorder

DECLARATION OF PROTECTIVE COVENANTS

FOR

GRANDVIEW PARK FIFTH FILING
City of Cheyenne
Laramie County, Wyoming

FOSTER LAND COMPANY

to

THE PUBLIC

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Foster Land Company Company, A Wyoming Corporation, being the owners in fee simple of the Grandview Park Fifth Filing, City of Cheyenne, Laramie County, Wyoming, do hereby make this Declaration of Protective Covenants applicable to all of the described property.

1. LAND USE AND BUILDING TYPES. No lot shall be used except for residential purposes for the construction of single family dwelling, townhouses units with associated garage and multi-family apartments .

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications showing the location of the structure etc., are approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevations. All construction shall be new and no buildings or building may be removed from another location to any site within this subdivision. Modular homes are also excluded. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line or as the Architectural Control Committee might otherwise allow. Front yard fencing or hedges are specifically prohibited. Back yard fences shall begin at the back corner of the structure and shall not exceed six feet in height.

3. BUILDING QUALITY AND SIZE. No building shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porch and garage shall be less than 500 square feet.

4. BUILDING LOCATIONS. No building shall be located on any lot in conflict with the regulations of the City of Cheyenne or in conflict with rules and regulations promulgated by the Architectural Control Committee. For the purpose of the covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of a building, on any lot, to encroach upon another lot.

5. EASEMENTS. All recorded easements for the installation and maintenance of electricity, gas, telephone, cable T.V, water, sewer, or surface drainage shall be in effect, and all subsequent grants of any of the said lots shall be subject thereto. No owner shall be allowed to alter the final grade of the property or otherwise obstruct the surface drainage.

6. TEMPORARY STRUCTURES. Structures of a temporary character, trailer, basement, truck-campers, bus-campers, and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours when parked on the street in front of a residence of 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 residence and street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or a driveway or on any parking area for a period of more than 24 hours at any one time or as a matter of practice.

7. NUISANCES. No obnoxious or offensive or commercial 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.

8. RESTRAINED ACTIVITIES - OWNERS ASSOCIATION. In order to regulate and keep conformity of design, repairs, maintenance, decorating, and yard upkeep shall be governed by an informal association of all lot owners. Each lot owner shall have one vote and a majority of lot owners shall rule on a given question. In the event that a controversy

arises and a determination cannot be made, then the matter shall be referred to the Architectural Control Committee whose decision shall be final. No owner shall be allowed to engage in the hereinafter described Restrained Activities without the written consent of a majority of lot owners.

A. RESTRAINED ACTIVITIES shall consist in the removal, replacement, repair or redecoration (either in the living unit or garages) of roofing, gutters and downspouts, masonry walls, concrete porches, sidewalks and driveways, lawn and landscaping or any other exterior feature which would change the appearance of the building or the front yard. In the event of damage or destruction of any or all of the properties covered by these covenants, the damaged property shall be promptly repaired and or reconstructed at the cost of the present owner. Repairs and reconstruction must be completed in such a way as to not change the outward appearance of the building.

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

10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot.

11. LIVESTOCK AND POULTRY. No animals, livestock or poultry or any kind shall be raised, bred or kept for commercial purposes on any lot. A dog or cat or other common household pet may be kept, provided that they are not maintained for commercial purposes.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All

equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangle area formed by the street property lines and a line connecting them at points 25 feet from the intersection of a street, property lines extended. The same sight-line limitations shall apply with any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee is composed of the following persons: Tom P. Black, Sharon J. Keizer and Dale M. Keizer. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate representatives as successors. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then owners of a majority of the lots in this area 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 powers and duties.

15. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 60 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 related covenants shall be deemed to have been fully complied with.

16. 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 twenty years from the date these covenants are recorded.

After this time said covenants shall be automatically extended for a period of ten years , unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

17. ENFORCEMENTS. 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 or the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to restore 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 of the damages.

18. SEVERABILITY. Invalidation of any one of these covenants by judgement of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS OUR HANDS THIS 28th day of January, 1982.

FOSTER LAND COMPANY.

by L. M. Foster
L. M. Foster, President

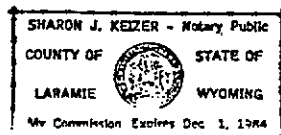
ATTEST Philip K. Foster
Secretary

STATE OF WYOMING)
)ss:
COUNTY OF LARAMIE)

On this _____ day of Jan., 1982, before me personally appeared L. M. Foster to me personally known, who, being by me duly sworn, did say that he is the President of Foster Land Company and the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation to be the free act and deed of said corporation.

My Commission Expires on the 1st day of Dec., 1984.

Given under my hand and notarial seal this 28th day of Jan., 1982.



Sharon J. Keizer
Notary Public