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DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

Imperial West, Inc., Raymond L. Woods, President and Marjoretta C. Woods, Secretary, County of Laramie, Wyoming, do hereby declare the dedication of said lands to be their free act and deed in accordance with their desires and do hereby grant the easements for the purposes indicated herein.

Raymond L. Woods
President
Marjoretta C. Woods
Secretary

ACKNOWLEDGMENT

State of Wyoming,
County of Laramie)

The dedication instrument was acknowledged before me by Imperial West, Inc., Raymond L. Woods, President and Marjoretta C. Woods, Secretary, this official day of NOVEMBER, 1983. Witness my hand and

Notary Public: *Marjoretta C. Woods*
My Commission Expires: August 9, 1987

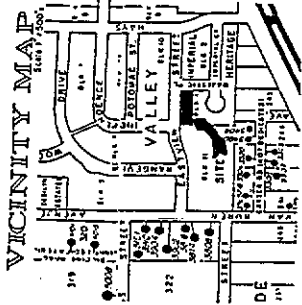
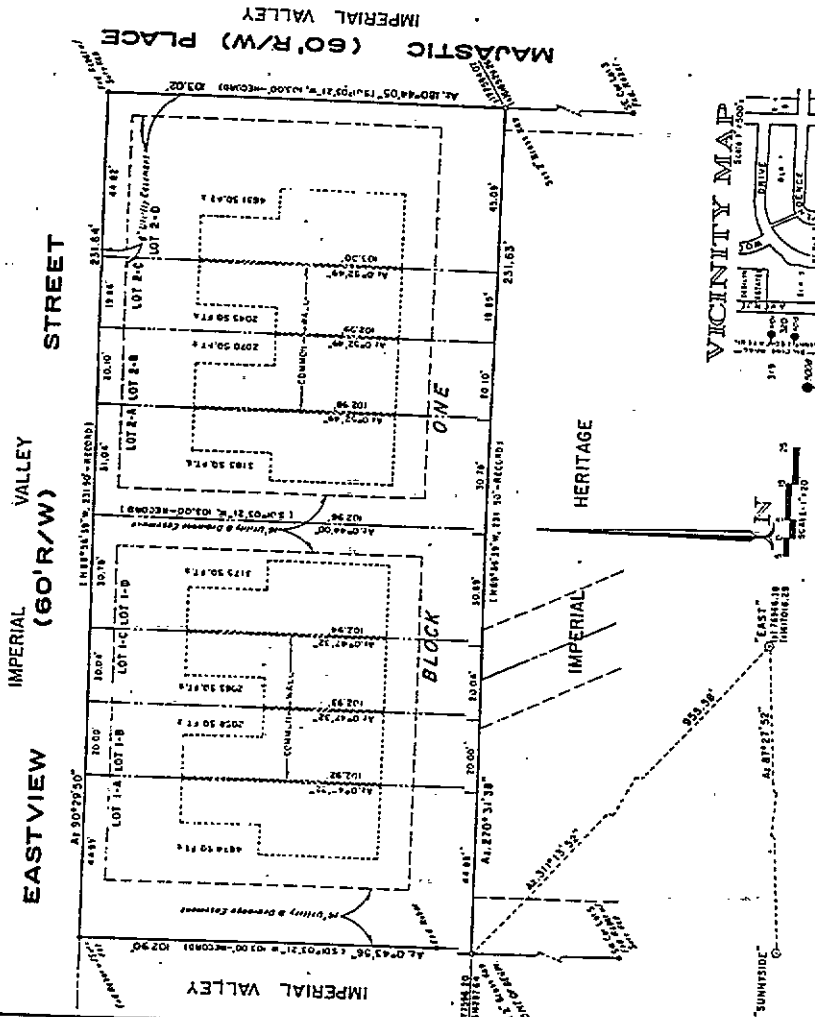
APPROVALS

Approved by the Cheyenne-Laramie County Regional Planning Commission this 11th day of NOVEMBER, 1983.

Attest: *Richard T. Reed*
Secretary

Approved by the City Council of the City of Cheyenne, Wyoming this 12th day of NOVEMBER, 1983.

Attest: *Gregory S. Johnson*
City Clerk



SURVEYOR'S CERTIFICATE

I, Becky J. Braun, a Professional Land Surveyor registered in the State of Wyoming, certify that this plat was prepared from the field notes of an actual survey made during the month of October, 1983, and from recorded documents at the County Clerk's Office, Cheyenne, Wyoming, and that the same are correct and true. I have correctly and accurately shown the Lots, Block and Boundaries of Imperial West, Inc., a replat of Lots 1 and 7 and the north 8 feet of Lots 3 and 4, Block 1, Imperial Heritage, as shown hereon to the best of my belief and knowledge.

Becky J. Braun
Becky J. Braun
Spring 151, No. 381

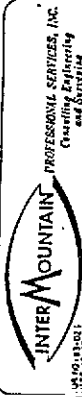
NOTES:

- 1.) BASIS OF ALPHABETIC-CITY OF CHEYENNE CONTROL NETWORK.
- 2.) ALL INTERIOR PROPERTY CORNERS TO BE SET WITH
- 3.) LOTS TO BE SET WITH SURVEY
- 4.) ALL EXISTENTS SHOWN ARE THE SAME LOCATION AS THOSE SHOWN ON THE IMPERIAL HERITAGE PLAT.

721504
Plat 215 - 87
721504

IMPERIAL HERITAGE "REFINEMENT A"

A REPLAT OF
LOTS 1 & 2 AND
THE N.8' OF LOTS 3 & 4,
BLOCK 1,
IMPERIAL HERITAGE,
CITY OF CHEYENNE,
WYOMING.



RECORDED MAY 5 1980 AT 3:08 O'CLOCK P.M.
577125

Reception No. JANET C. WHITEHEAD, Recorder

THE STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)



TO THE PUBLIC:

DATE: Jan 9, 1980

GRANTOR: HERB ASSOCIATES

DECLARATION OF PROTECTIVE COVENANTS

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

IMPERIAL VALLEY, being a subdivision of a portion of the NE 1/4 of Section 26, T. 14 N., R. 66 W., 6th P.M., Laramie County, Wyoming.

does hereby make this Declaration of Protective Covenants applicable to all of the described property.

I.

Single Family Residence

1. One Family Residences Designated in Filing: All lots designated for single family residences shall be used for that purpose and no other. No lot shall be used except for a one family dwelling residential purpose and no building shall be erected, altered, placed or permitted to remain on any lot other than the unit above authorized and no structure shall exceed two stories in height and a private garage appurtenant thereto.

2. Dwelling Quality and Size: No dwelling shall have less than 800 square feet without a basement or 800 square feet with a basement. Tri-level and bi-level houses shall have not less than 800 square feet on the upper two levels with a minimum total footage of 1,000 square feet. A two-story house shall have not less than 800 square feet on the first floor and not less than 1000 square feet finished area. The square footage shall be determined by measurement of the framing dimensions of the living quarters only. No storage areas or garages shall be considered in determining square footage.

3. Minimum Lot Size and Building Locations:

(A) No residential structure shall be erected or placed on any tract having less than 6,000 square feet or has a front footage of less than 50 feet at setback line.

(B) No structure shall be located closer to the front lot line than 25 feet, nor closer to the rear lot line than 15 feet.

(C) No structure shall be located closer than 3 feet from the side lot lines.

(D) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

on race, color, religion, sex, handicap, marital status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).



(E) Not less than a single car garage, attached or detached, shall also be provided in conjunction with the construction of the residence.

II.

General Requirements for All Lots in the Subdivision

1. Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structure 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. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing. Approval shall be as provided in paragraph 13.
2. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no 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 flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
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.
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.
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 in front of a residence or a parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not 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 in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.



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.

7. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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

9. 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on 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.

11. Specific Reservations, Restrictions and Limitations for Construction, Planning, Development and Use:

(A) Lawns shall be promptly planted and no grass shall be planted in said lawns other than a pure strain of bluegrass under various trade names or any other grass which has the advance written approval of the Architectural Control Committee.

(B) No overhead wires shall be allowed unless approved in writing by the Architectural Control Committee.

(C) Construction of the dwelling shall be completed within two (2) years from the date of purchase, subject only to reasonable adjustment as approved by the Architectural Control Committee for any delays caused by acts of God or other events beyond the control of purchaser.



12. The Architectural Control Committee is composed of the following persons: Robert Rohn, Raymond Woods and Elmer Garrett. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. None of the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

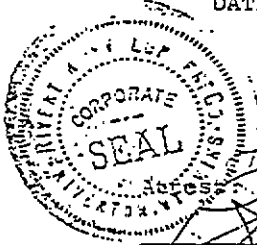
13. Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.


14. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

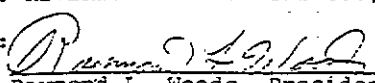
15. Enforcement: In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area or the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant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

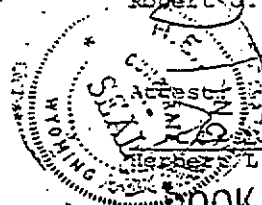
16. Severability: Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.


DATED this 9 day of JAN, 1980.

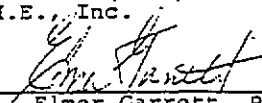



Robert J. Rohn, Secretary

HERB ASSOCIATES
By: RIVERTON DEVELOPMENT CO.,
By: 
Raymond L. Woods, President




Herbert L. Schemp, Secretary

By: H.E., Inc.
By: 
Elmer Garrett, President

BOOK 1139



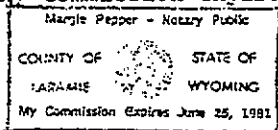
STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

On this 9 day of January, 1980, before me personally appeared Raymond L. Woods, President of Riverton Development Co., and serving thereby as President of said concern, as one of the Partners of Herb Associates, a Partnership, did thereby state and affirm that this instrument was signed and sealed by said corporation as the free act and deed of the said corporation serving as a Partner of Herb Associates.

Given under my hand and notarial seal this 9 day of January, 1980.

Margie Pepper
Notary Public

My Commission expires:



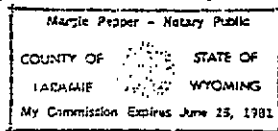
STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

On this 9 day of January, 1980, before me personally appeared Elmer Garrett, President of R.E., Inc. and serving thereby as President of said concern, as one of the Partners of Herb Associates, a Partnership, did thereby state and affirm that this instrument was signed and sealed by said corporation as the free act and deed of the said corporation serving as a Partner of Herb Associates.

Given under my hand and notarial seal this 9 day of January, 1980.

Margie Pepper
Notary Public

My Commission expires:



THE STATE OF WYOMING)
) ss. JUN 14 1982
COUNTY OF LARAMIE) RECORDED AT 4:57 O'CLOCK P.M.
660994
Reception No. JANET C. WHITEHEAD, Recorder

TO THE PUBLIC: DATE: June 10, 1982

GRANTOR: HERB ASSOCIATES



DECLARATION OF PROTECTIVE COVENANTS

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

IMPERIAL HERITAGE,
A Replat of Lot 9, Block 11, Imperial Valley, a
subdivision situated in the W $\frac{1}{2}$ of Section 26,
T14N, R. 66W.

does hereby make this Declaration of Protective Covenants applicable to all of the described property.

I.

Residential Use

1. All lots shall be designated and used as residential lots and no structure shall exceed two stories in height and a private garage appurtenant thereto.

II.

General Requirements for All Lots in the Subdivision

1. Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structure 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. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing. Approval shall be as provided in paragraph 13.

2. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no 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 flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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.

Proprietor: Herb Associates
Imperial Valley
Block 11
Lot 9
Section 26
T14N, R. 66W



4. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted.

5. Parking and Non-Operative Vehicles and Facilities: Vehicles, the primary use of which is other than the transportation of passengers, not for hire, vehicles intended to be used primarily for sport, commerce of industry, such as bus-campers, trailer-campers, trucks carrying campers, boats and boat trailers, tractors, trailer stock trucks, snowmobile and snowmobile trailers shall not be parked on any lot, except within an enclosed building, or upon streets abutting any lot for continuous periods of longer than 72 hours.

Vehicles which are not operable or kept upon any lot except within an enclosed building, or upon streets abutting any lot for continuous periods of longer than 24 hours.

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.

7. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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

9. 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on 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.

11. Specific Reservations, Restrictions and Limitations for Construction, Planning, Development and Use:

(A) Lawns shall be promptly planted and no grass shall be planted in said lawns other than a pure strain of bluegrass under various trade names or any other grass which has the advance written approval of the Architectural Control Committee. The title holder and occupants of each lot shall be jointly and severally responsible for keeping the lot free of weeds and debris.

(B) No overhead wires shall be allowed unless approved in writing by the Architectural Control Committee.

THE STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

TO THE PUBLIC:

DATE: January 5, 1984

GRANTOR: IMPERIAL HOMES, INC.

AMMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

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

IMPERIAL HERITAGE,
A Replat of Lot 9, Block 11, Imperial Valley, a subdivision situated in the W $\frac{1}{2}$ of Section 26, T14N, R. 66W.

does hereby make this Amendment to the Declaration of Protective Covenants Originally Recorded on June 14, 1982 in Book 1168 of Microfilm Records at page 370 as instrument No. 660994.

III.

Party Walls

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

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 to such use.

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 the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to 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.

4. Weatherproofing. Notwithstanding any other provision 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.

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

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 the decision shall be by a majority of all the arbitrators.

IMPERIAL HOMES, INC.

By: *Raymond L. Woods*
Raymond L. Woods,
President

Marquitta C. Woods
Marquitta C. Woods, Secretary

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

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

On this 5 day of January, 1984, before me personally appeared Raymond L. Woods, President of Imperial Homes, Inc., did thereby state and confirm that this instrument was signed and sealed by said corporation as the free act and deed of the said corporation.

Given under my hand and notarial seal this 5 day of January, 1984.

Maxine B. Rhoades
Notary Public

My Commission expires:

