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MAR 15 1982 3:33 O'CONNOR P.M.
600892
Reception No. JANET C. WHYTEHEAD, Recorder

THE STATE OF WYOMING
COUNTY OF LARAMIE

SS

MEADOWBROOKE ASSOCIATES

DATE: March 15, 1982

TO THE PUBLIC:

DECLARATION OF PROTECTIVE COVENANTS

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

- Lots 1 through 9 Block 6
- Lots 1 through 5 Block 7
- Lots 1 through 3 and 9 through 10, Block 8
- Lots 1 and 2 Block 9

Meadowbrooke Park Subdivision, situated in the North One-half of the North One-half of Section 29, Township 14 North, Range 66 West of the 6th P.M., Laramie County, Wyoming

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

1. Multi-family Residential Use

The use of said lands, as platted, shall be restricted to residential use, consistent with the zoning ordinances of the City of Cheyenne.

2. Architectural Restrictions

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

The Architectural Control Committee reserves the right to limit building height when, in its opinion, the overall esthetics of the site would be adversely affected.

Exterior colors are limited to subdued colors or earth tones, to be approved by the Architectural Control Committee. Landscaping is required to be installed on each building site in conjunction with the construction of a dwelling. Landscaping shall include ground cover, shrubs and trees in sufficient quantity, in the opinion of the Architectural Control Committee, to create an esthetically pleasing site. The landscaping plan shall also be sufficient to meet City of Cheyenne requirements for on-site landscaping and boulevard esthetics.

3. Site Restrictions

Structures may be placed on more than one lot; setback requirements as indicated herein will then apply to the outside boundary of the overall site.

lots shall be graded to provide positive drainage to streets and recognized drainageways, consistent with the approved subdivision grading plan. Joint use of driveways and parking facilities is encouraged, and shall be indicated on site plans where feasible. The Architectural Control Committee will request such joint use when, in its opinion, it is appropriate for the site plan in question. Each building plan shall be submitted to the Architectural Control Committee for review prior to the start of construction. Individual site plans must be approved by the Committee before construction is allowed to commence. Submittals shall include building elevations and materials, building location on a plot of the site, driveways and parking facilities; finished lot elevations and grades, exterior color scheme, and landscape plan.

Restrictions indicating a preference limitation or discrimination based on race, color, religion, sex, handicap, status, or marital status are hereby declared to be void, such restrictions violate 42 U.S.C. § 3604(c).

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 twenty-four (24) hours at any one time or as a repeated matter of practice.

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

11. Signs

Permitted signs include a single sign of not more than five square feet advertising the property for sale or rent, or a single sign of not more than forty-eight square feet used by a builder to advertise the property during the construction and sales period. No other sign shall be permitted without prior written approval of the Architectural Control Committee as subject to a reasonable right of disapproval by adjoining neighbors, after notice.

12. Fencing

There will be no front yard fencing except for decorative fencing such as two-rail, split-rail. All fencing in the front yards require Architectural Control Committee approval. On corner lots, the back-yard fencing shall be no closer to the street than the front building line of the adjacent lot or twenty-five (25) feet setback whichever is less.

13. Livestock and Poultry

Commercial animal husbandry shall not be practiced in any form. Any domestic animals and household pets owned by occupants or owners of any portions of said lands, shall be confined within owned or occupied premises. No more than three dogs or three cats or a total of three of such animals shall be kept and maintained as part of any single household within this area. Litters of any of the foregoing animals may be maintained only until the age of three (3) months is reached at which time disposition must be made of the excess.

14. Commencement of Construction

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

15. Utilities

All permanent utilities will be underground. No overhead wires are allowed.

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 thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

17. Enforcement

In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area of the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any 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.

4. Dwelling Quality

All improvements shall be constructed of good and suitable materials of first class workmanship. All construction shall be new; no existing structures may be relocated to the site. In all cases building design shall include provision for exterior features which will enhance the appearance of the structure.

5. Building Locations

(A) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines required by the City of Cheyenne. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line or nearer than six (6) feet to any side lot line. Corner lots shall afford a fifteen (15) foot side yard clearance to the street side.

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

(C) For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building.

6. Nuisances

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

7. Garbage and Refuse Disposal

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

8. Maintenance of Surface

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

9. Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, except that during the period of construction of a permanent residence on the premises, there may be erection of temporary facilities. Such facilities shall be limited to a single period of six months beginning with the first day of erection, on-site location, or the exterior storage of materials to be utilized for permanent facility construction and at the expiration of such six-month period there shall be a final removal and cleanup of all such temporary facilities. The Architectural Control Committee may approve the extended use of temporary structures if construction of a residence reasonably continues for longer than six months.

10. 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 seventy-two 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.

18. Architectural Control Committee

The Architectural Control Committee is composed of the following persons: Francis Ferguson, Leona C. Ferguson and John C. Ehlers. 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. Following the initial sale of all lots of the subdivision covered by these covenants, 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.

19. Procedure

The committee's approval or disapproval as required in these covenants shall be in writing.

20. Severability

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

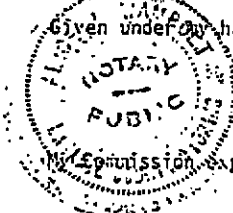
DATED this 15th day of MARCH 1982.

MEADOWBROOKE ASSOCIATES

By: Francis Ferguson
Managing Partner

STATE OF WYOMING }
COUNTY OF LARAMIE } SS

On this 15 day of March, 1982, before me appeared Francis Ferguson, to me personally known, who did say that he is the Managing Partner of Meadowbrooke Associates, and that said instrument was signed and sealed on behalf of said Partnership, and said Francis Ferguson, acknowledged the execution of said instrument to be the free act and deed of said Partnership.



Given under my hand and notarial seal this 15th day of March 1982.

Oliver T. Anselm
Notary Public

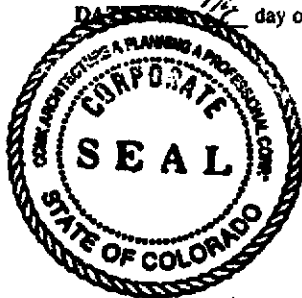
**PARTIAL RELEASE OF REAL COVENANT FOR
ASSESSMENT OF ARCHITECTURAL SERVICES**

The undersigned, CCMK Architecture & Planning, Inc., a Colorado corporation, of the City of Fort Collins, County of Larimer, State of Colorado, hereby certifies that the following specifically described real property:

Lot 3, Meadowland Drive Estates, a replat of Lot 3, Block 8, Meadowbrooke Park, according to the Official Plat filed for record in Laramie County, Wyoming

which is covered by the Real Covenant for Assessment of Architectural Services dated the 23rd day of June, 2003, and recorded the 16th day of October, 2003, in Book 1769, Page 1299, Laramie County, Wyoming records, from Walker Construction, a Wyoming Sole Proprietorship Company, Declarant, to CCMK Architecture & Planning, Inc., a Colorado corporation, Lienholder, is released from the lien of the covenant and the covenant is hereby terminated as to such property only. No other property covered by the covenant is released.

DATE 16 day of JUNE, 2005.



CCMK Architecture & Planning, Inc., a Colorado corporation

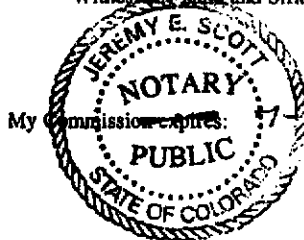
BY:

Tom Kalert
Tom Kalert

STATE OF Colorado)
COUNTY OF Larimer) ss.

On this 28th day of June, 2005, before me personally appeared Tom Kalert, to me personally known, who being by me duly sworn, did say that he is the Vice President of CCMK Architecture & Planning, Inc., a Colorado corporation, and that 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 by authority of its Board of Directors he acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.



Jeremy E. Scott
Notary Public

My Commission Expires: 7-23-2007

SUBDIVISION SETUP FORM

Subdivision Proper Name MEADOWLAND DRIVE ESTATES

Received from WESTERN R & D

Grantor DOUGLAS F. WALKER Document Date 9/23/02

Grantee IN RE MEADOWLAND DRIVE ESTATES

Legal Description L3 BL8 MEADOWBROOKE PK

SUBDIVISION INFORMATION

Short Alpha Name MEADOWLAND DR EST Number 2838

Block Name NONE Lot Name LOT

Replats Previous Platting Y/N Defunct Subdivision Y/N

Covenants Book/Page _____ Old Hard Copy Book/Number _____

ABSTRACTING INFORMATION

For suffix 40-69 (Existing Parcels Affected)

TWN/SUBD	RNG/BLOCK	BEGIN SEC/LOT	END SEC/LOT	RV SW
<u>2222</u>	<u>8</u>	<u>3</u>		<u>R</u>

For suffix 70-99 (New Parcels Created)

BLOCK #	BEGIN LOT	END LOT	BLOCK #	BEGIN LOT	END LOT
<u>2838</u>	<u>NONE</u>	<u>1</u>		<u>4</u>	