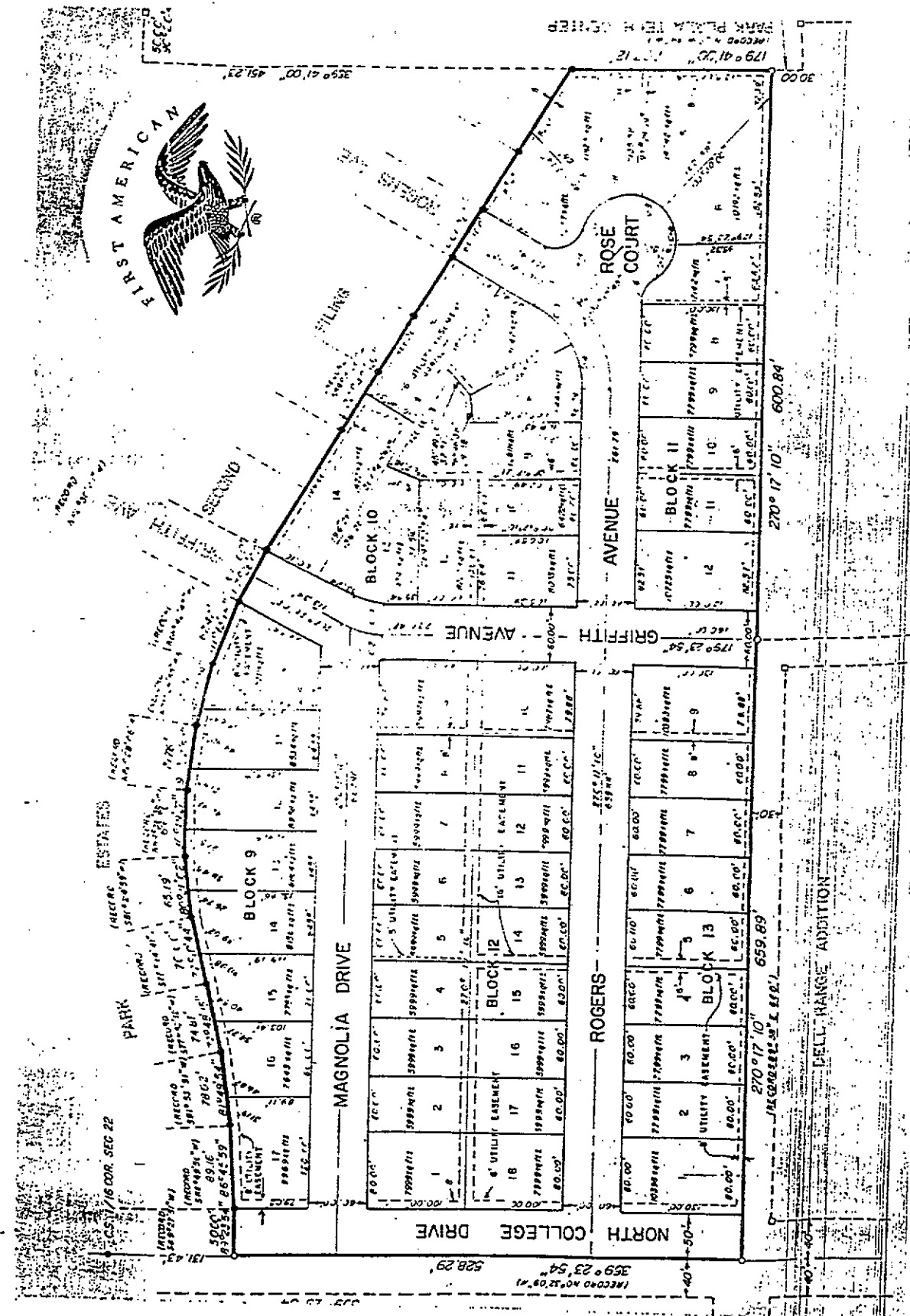




First American Title™

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PARK ESTATES THIRD FILING

A TRACT OF LAND LOCATED IN THE
 SE 1/4, SEC. 22, T14N, R66W, 6TH PM.,
 LARAMIE COUNTY, WYOMING

583554

Reception No. JANET C. WHITEHEAD, Recorder

THE STATE OF WYOMING)
COUNTY OF LARAMIE) SS.

PARK ASSOCIATES, A PARTNERSHIP



TO THE PUBLIC:

DATE: 7 30, 1980

DECLARATION OF PROTECTIVE COVENANTS

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

A tract of land known as Park Estates, Third Filing, City of Cheyenne, Laramie County, Wyoming;

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

1. One Family Residences Designated in Filing: The use of said lands as platted thereof shall be restricted to a single family residential use. No structure shall exceed two stories in height with a private garage appurtenant thereto.

2. Architectural Restrictions: Uniform quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevations shall be afforded. All construction shall be new and no buildings or building may be removed from another building location to any site within this subdivision.

3. Dwelling Quality and Size: Each ranch style dwelling shall have a minimum of 800 square feet finishable on the main level and not less than 1,000 square feet total finishable area in the residential unit; bi-level and tri-level houses shall have a minimum of 800 square feet finishable on the above-grade levels and 1,000 square feet finishable living space on a combination of levels; and two-story houses shall have a minimum of 500 square feet finished on the first floor and not less than 1,000 square feet total finishable area above grade in the residential unit.

A single car garage is the minimum garage required.

4. 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 20 feet to the front lot line or nearer

Restrictions indicating a preference, amount of consideration based on this case, please see (attach) copy of the deed and plat as shown on page 2 of this document.



than three (3) feet to any side lot line. Reverse lots shall afford a fifteen (15) foot side yard clearance to the street side.

(B) No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line.

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

5. 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. 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.

6. 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 twice each month. No individual water supply system or sewage waste disposal system shall be permitted on any lot.

7. 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.

8. 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 twelve 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 twelve-month period there shall be a final removal and cleanup of all such temporary facilities.

9. 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.

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.

10. Signs: One sign of not more than 130 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 are allowed. 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.

11. 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 can be no closer to the street than the front building line of the adjacent lot or 20 feet setback whichever is less.

12. 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 kept 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.

13. Commencement of Construction: Construction will begin within twenty-four (24) months after deed has been given. This time can be extended six months if just cause can be shown to the Architectural Control Committee for their approval.

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

15. 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.

16. 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.

17. Architectural Control Committee: The Architectural Control Committee is composed of the following persons: Floyd Nugent, David Durant, and James A. Wise. 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.

18. 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.

19. 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 30 day of June, 1980.

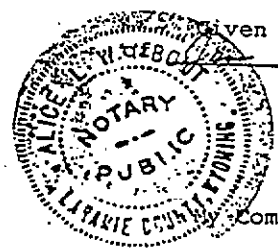
PARK ASSOCIATES, A Partnership

By:

Francis Ferguson, Managing Partner

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

On this 30th day of June, 1980, before me appeared Francis Ferguson, to me personally known, who, being by me duly sworn, did say that he is the Managing Partner of Park Associates, a Partnership and that said instrument was signed and sealed on behalf of said Partnership by authority of all partners, and said Francis Ferguson, acknowledged said instrument to be the free act and deed of said Partnership.



Given under my hand and notarial seal this 30th day of June, 1980.

Alice W. Hembell
Notary Public

Commission Expires: September 7, 1981

BOOK 1141

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