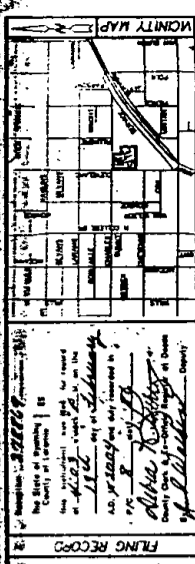




First American Title™

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**DEDICATION**

KNOW ALL PERSONS BY THESE PRESENTS THAT Capital Development LLC, a Wyoming Limited Liability Company, has dedicated to the public use of the City of Cheyenne, Wyoming, the portion of Tracts 117 and 118, Sunnyside Addition, Fourth Flaming, Laramie County, Wyoming, bounded by the centerline of Charles Street to the north, the centerline of Cleveland Avenue to the south, the centerline of Spring Court to the east, and the centerline of Filmore Avenue to the west, and in accordance with that dedication, the City of Cheyenne, Wyoming, has accepted the same for the purposes indicated herein.

Capital Development LLC, a Wyoming Limited Liability Company  
 Don Montgomery, Attorney

**ACKNOWLEDGEMENT**

STATE OF WYOMING }  
 COUNTY OF LARAMIE }  
 I, \_\_\_\_\_, do hereby acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, that the above described instrument was acknowledged by me or by my attorney-in-fact, \_\_\_\_\_, a Wyoming Limited Liability Company.



My Commission Expires: 11-13-07

**APPROVALS**

Approved by the Cheyenne-Laramie County Regional Parkway Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

*Davidson*  
 Development Director

Approved by the City Council of the City of Cheyenne, Wyoming, this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

*Jeff R. S. [Signature]*  
 City Clerk

**CERTIFICATE OF SURVEYOR**

I, John A. Sitt, Registered Professional Land Surveyor in the State of Wyoming, hereby certify that the plat of SPRINGER SUBDIVISION was filed for record in the office of the County Clerk of Laramie County, Wyoming, on the \_\_\_\_\_ day of \_\_\_\_\_, 2003, and that the same was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 2003, and that the monuments are set or found as shown hereon to the best of my knowledge.

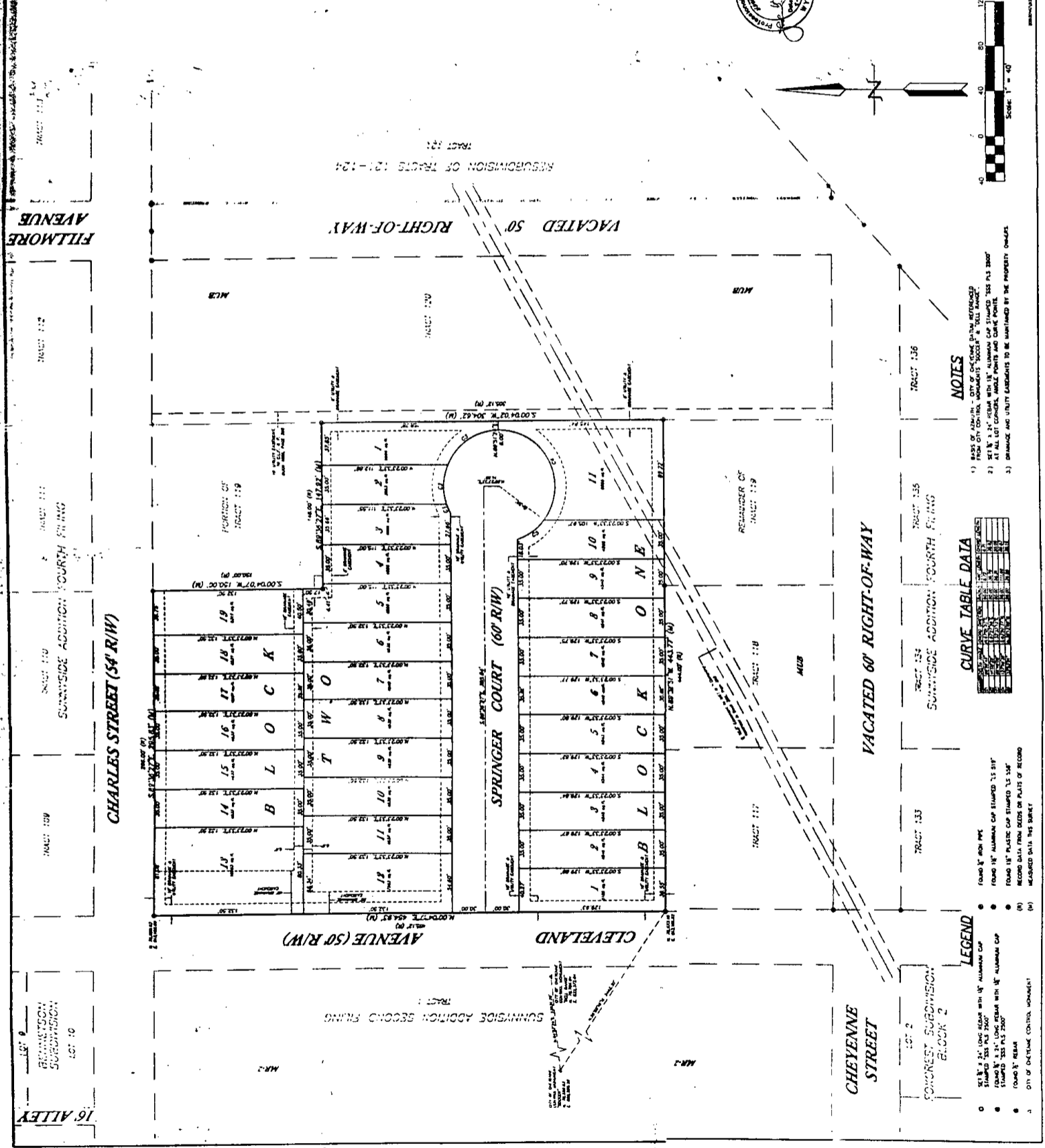


**SPRINGER SUBDIVISION**

A REPLAT OF A PORTION OF TRACTS 117, 118 AND 119, SUNNYSIDE ADDITION, FOURTH FLAMING, CITY OF CHEYENNE, LARAMIE COUNTY, WYOMING.

PREPARED AUGUST, 2003

**STELL SURVEYING SERVICES, LLC**  
 PROFESSIONAL LAND SURVEYORS  
 1102 WEST 16th STREET, P.O. BOX 2073  
 CHEYENNE, WY. 82001  
 PH: 307.634.7273



**NOTES**

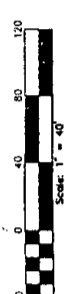
- 1) BASE OF CURVE IS 100.00 FEET FROM THE POINT OF BEGINNING OF CURVE.
- 2) SETBACKS ARE 10 FEET FROM THE CURVE TO THE ADJACENT PROPERTY.
- 3) DRAINAGE AND UTILITY EASEMENTS TO BE MAINTAINED BY THE PROPERTY OWNERS.

**CURVE TABLE DATA**

STATION	CHORD BEARING	CHORD DISTANCE	CHORD BEARING
1	S 89° 58' 00" W	100.00	S 89° 58' 00" W
2	S 89° 58' 00" W	100.00	S 89° 58' 00" W
3	S 89° 58' 00" W	100.00	S 89° 58' 00" W
4	S 89° 58' 00" W	100.00	S 89° 58' 00" W
5	S 89° 58' 00" W	100.00	S 89° 58' 00" W
6	S 89° 58' 00" W	100.00	S 89° 58' 00" W
7	S 89° 58' 00" W	100.00	S 89° 58' 00" W
8	S 89° 58' 00" W	100.00	S 89° 58' 00" W
9	S 89° 58' 00" W	100.00	S 89° 58' 00" W
10	S 89° 58' 00" W	100.00	S 89° 58' 00" W
11	S 89° 58' 00" W	100.00	S 89° 58' 00" W
12	S 89° 58' 00" W	100.00	S 89° 58' 00" W
13	S 89° 58' 00" W	100.00	S 89° 58' 00" W
14	S 89° 58' 00" W	100.00	S 89° 58' 00" W
15	S 89° 58' 00" W	100.00	S 89° 58' 00" W
16	S 89° 58' 00" W	100.00	S 89° 58' 00" W
17	S 89° 58' 00" W	100.00	S 89° 58' 00" W
18	S 89° 58' 00" W	100.00	S 89° 58' 00" W
19	S 89° 58' 00" W	100.00	S 89° 58' 00" W

**LEGEND**

- SETBACK 10' LONG REBAR WITH "A" ALUMINUM CAP STAMPED "SS 13 2500"
- FOUND 10" PLASTIC CAP STAMPED "13 58"
- FOUND 10" REBAR WITH "A" ALUMINUM CAP STAMPED "SS 13 2500"
- FOUND 10" REBAR
- CITY OF CHEYENNE CONTROL MONUMENT



# SPRINGER SUBDIVISION

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This Declaration made on the date hereinafter set forth below by Capital Development, LLC, hereinafter referred to as the "Declarant".

WITNESSETH:

Whereas, Capital Development, LLC is the owner of certain property in the City of Cheyenne, County of Laramie, State of Wyoming, which is more particularly described as:

Springer Subdivision:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 – Block 1

and

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 – Block 2

The North 455.12 feet of Tracts 117 and 118, Sunnyside addition, fourth Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming, together with that portion of the road vacated and reverting to the Grantor, under Ordinance No. 3134 of the City of Cheyenne recorded in Book 1302 at Pages 303 et seq. of the Laramie County records;

and

The South 305.12 feet of the North 455.12 feet of Tract 119, Sunnyside Addition, fourth Filing, an Addition to the 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, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be 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

#### DEFINITION

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

Section 2. "Properties" shall mean and refer to the certain real property hereinbefore described.

Section 3. "Easements" shall mean all easements utilized as access, utility, and drainage easements for the common good of the Owners, and which are not dedicated to the public.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 5. "Declarant" shall mean and refer to Capital Development, LLC, its successors and assigns.

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## ARTICLE II

### PARTY WALLS

Section 1. General Rule of Law Apply. Each wall, which is built as part of the original construction of the individual homes upon the Properties and placed on the dividing line between 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 hereto.

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 to 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 Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice; however, the right of any such Owner to call for a larger contribution from others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 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.

Section 5. Right to Contribution Runs with the Land. The right of any Owner to contribution to 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 III

### USE RESTRICTIONS

Section 1. Maintenance of Landscaping. All landscaping shall be maintained in a proper manner, which is in harmony with all other properties subject to this Declaration. No TOTAL xeriscape landscaping, desert landscaping, gravel, etc., will be permitted on any Lot in this subdivision. Xeriscape aspects may be included in the landscape plan, as long as there are grassed areas totaling 50% of the front yard and 50% of the rear yard.

Section 2. Easements. All easements for utilities and drainage facilities are reserved for those uses. Within easements, no new structures, plantings or other material shall be placed or permitted to remain, which may damage or interfere with utilities or any change the direction of flow or retention capacities of drainage channels. The easement of each lot shall be maintained by the Owner of that Lot.

Section 3. Nuisances. Noxious or offensive activity shall not be carried on upon any Lot, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the neighborhood.

Section 4. Temporary structures. No structure of a temporary character, trailer, basement, tent, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence.

Section 5. Parking of Non-Operative Vehicles and Equipment. Parking of trailer-campers, truck-campers, bus-campers, motor homes, and other large vehicles shall be limited to a period of 72 (seventy-two) hours when parked on the Lots or easements. No vehicle as mentioned above shall be parked to interfere with any other Lot Owner's access to their home or driveway. The parking of recreational vehicles shall be of a temporary nature and shall not be left parked for "storage". Vehicles, which are not in running order, shall not be parked on any Lot or public street for a period of more than 72 (seventy-two) hours or 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 six square feet advertising the Lot for sale or rent or signs used by the builder to advertise the Lots 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 normal household pets, not exceeding a combination of two such pets weighing no more than sixty (60) pounds each, may be kept provided that no such animal becomes a nuisance or is kept, bred, or maintained for any commercial purpose. No animal shall be allowed to roam free outside the property boundary of the Owner's Lot. Each animal owner shall be responsible for clean up and removal of any animal waste created by such pet, whether on his Lot or another Lot subject to this Declaration.

**Section 8.** Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for garbage or refuse. Garbage and refuse shall be kept in sanitary containers. Each Owner is responsible for the removal of their own garbage and refuse.

**Section 9.** Non-residential uses. No use shall be permitted that is not in compliance with the then applicable ordinances as established by the City of Cheyenne.

**Section 10.** Fences. No fences shall be permitted in the front yards of any Lot, except those fences to screen utility facilities not to exceed three (3) feet in height. Side and rear fences shall only be installed by the builder and shall be maintained and repaired by the Owner with similar color and quality.

**Section 11.** Structures. No building shall be permitted on any Lot that does not comply with the then applicable ordinances as established by the City of Cheyenne. Any such permitted structure shall be maintained in a proper manner that is in harmony with all other properties subject to this Declaration.

**Section 12.** Alteration of Existing Design. It shall be a restrained activity to remove, replace, repair, or alter any feature which could change the exterior appearance of the building or front yard. Features covered by this restraint consist of, but are not limited to: brick, siding, paint, roofing, gutters and downspouts, walls, concrete porches, sidewalks and driveway, landscaping, and fencing.

**Section 13.** Color and Quality Requirements. When exterior building materials, roofing, siding, garage doors, soffit downspouts, etc., need repaired or replaced, it shall be of a similar type, grade, and COLOR as when originally built.

#### ARTICLE IV

#### ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be placed, erected, or maintained upon any Lot, nor shall any exterior addition to or change be made until the plans and specifications showing the nature, shape, height, materials, and location of the same shall have been submitted to the Architectural Control Committee as to harmony of external design and location with all other properties subject to this Declaration. The committee shall be composed of the principles of Capital Development, LLC until all Lots are sold. At that time, at the desire of the majority of the Lot Owners in the properties subject to this Declaration, a new committee may be established. In the event that the designated committee fails to approve or disapprove such design and location within thirty (30) days of receipt of such plans and specifications approval will not be required and this Article will be deemed to have been fully complied with. No portion of this Declaration or Article shall preclude any of then applicable Ordinances as established by the City of Cheyenne.

#### ARTICLE V

#### GENERAL PROVISIONS

**Section 1.** Enforcement. Capital Development LLC or any Owner shall have the right to enforce, by any proceedings at law in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by Capital Development LLC or any Owner to

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enforce any covenant or restrictions 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 any judgment or court order shall in no way affect any other provision, 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-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty-five percent (65%) of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand(s) this 1st day of July 2004.

DECLARANT: CAPITAL DEVELOPMENT, LLC

BY: [Signature]  
Dan Montgomery, Member

BY: [Signature]  
Shelley Montgomery, Member

STATE OF WYOMING )  
                                  ) SS  
COUNTY OF LARAMIE )

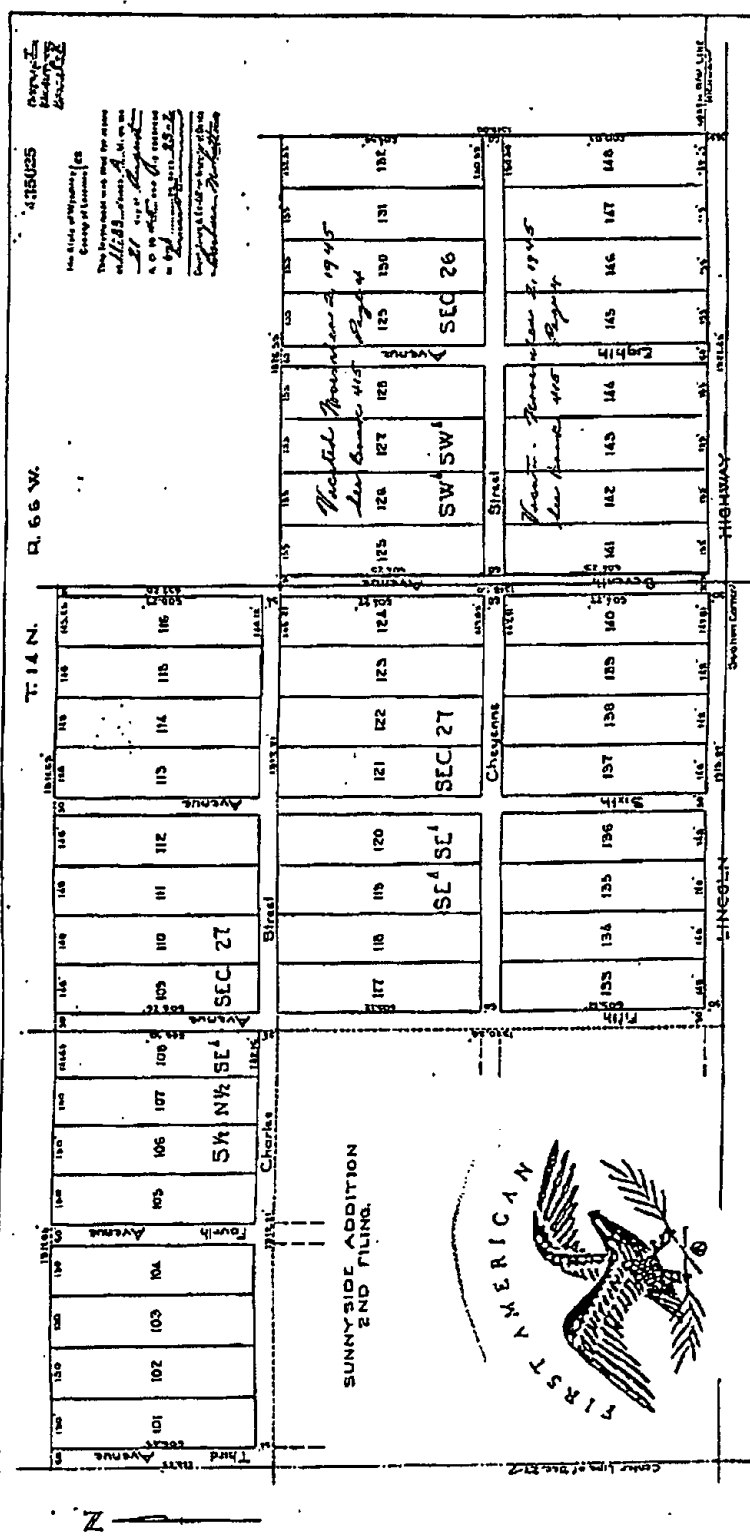
This foregoing instrument was acknowledged before me this 1st day of July 2004 by Dan Montgomery and Shelley Montgomery, members of Capital Development, LLC.

Witness my hand and official seal. BY: [Signature]  
Notary Public

My commission expires: 4-7-08 SEAL →



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**SUNNYSIDE ADDITION**  
**FOURTH FILING**  
 A Subdivision of the SW 1/4 SEC 26 of Section 26, T. 14 N., R. 66 W.

Laramie County, Wyoming  
 August, 1948  
 Scale 1" = 200'

**DEDICATION.**  
 Known all men by these presents that Frank R. Diddens, owner in fee simple to the land embraced in the above plat and description of Sunnyside Addition, Fourth Filing, do hereby declare this plat to be his free and voluntary act and deed and do hereby dedicate to the use of the public forever all streets shown hereon.

All at Test: *Frank R. Diddens*

**ACKNOWLEDGEMENT**  
 State of Wyoming  
 County of Laramie  
 On this 22nd day of August, 1948, before me appeared Frank R. Diddens, to me personally known to be the individual described in and who recited the within and foregoing dedications to be his free and voluntary act and deed for the purpose therein recited. In witness whereof I have hereunto set my hand and official seal official seal the day and year first above written.

*Walter D. Kelly*  
 Notary Public  
 My commission expires February 1, 1948

**ENGINEER'S CERTIFICATE**  
 State of Wyoming  
 I, C.E. Goff, of Cheyenne, Wyoming, hereby certify that this map of Sunnyside Addition, Fourth Filing, was made from notes taken during an actual survey made by me from July 22 to August 12, 1948, and that it correctly represents the tracts as marked on the ground, by 1/4" IS iron pipe at each corner, and embraces the SW 1/4 SEC 26, T. 14 N., R. 66 W. of the SW 1/4 SEC 26, T. 14 N., R. 66 W. of the 6th P.M.

*C.E. Goff*  
 Lead Surveyor, Registration 150.



SUNNYSIDE ADDITION  
 2ND FILING.

435025  
 No. 14 of Wyoming (as  
 County of Laramie)  
 This plat was made and the same  
 is hereby filed for record  
 in the office of the County Clerk  
 of Laramie County, Wyoming, on  
 the 22nd day of August, 1948.  
 C. E. Goff, Surveyor