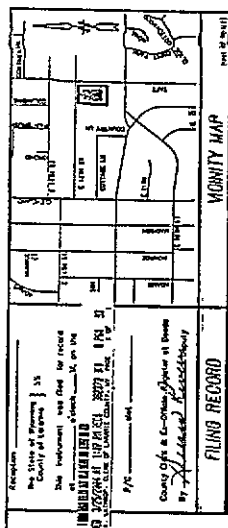




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DEDICATION
 KNOW ALL PERSONS BY THESE PRESENTS that F. & C. Holdings, LLC, a Wyoming Limited Liability Company, as the owner of the property described in the plat of Grandview Park Addition, Second Filing, Block 6, County of Laramie, Wyoming, do hereby dedicate to the City of Cheyenne, Laramie County, Wyoming, the east 1/2 of the west 1/2 of the east 1/4 of Section 16, Township 14N, Range 10W, Laramie County, Wyoming, for use as a public park. In addition to the City of Cheyenne, Laramie County, Wyoming, the east 1/2 of the west 1/2 of the east 1/4 of Section 16, Township 14N, Range 10W, Laramie County, Wyoming, is also dedicated to the City of Cheyenne, Laramie County, Wyoming, for use as a public park. The dedication is made for the purpose intended herein.

F. & C. Holdings, LLC, a Wyoming Limited Liability Company
 Christopher Carter, Member

STATE OF WYOMING }
 COUNTY OF LARAMIE } SS

The foregoing instrument was acknowledged before me this 25th day of March, 2004, by Christopher Carter, member of F. & C. Holdings, LLC, a Wyoming Corporation.

My Commission Expires: 11-11-07

ACKNOWLEDGEMENT

STATE OF WYOMING }
 COUNTY OF LARAMIE } SS

The foregoing instrument was acknowledged before me this 25th day of March, 2004, by Christopher Carter, member of F. & C. Holdings, LLC, a Wyoming Corporation.

My Commission Expires: 11-11-07

SURVEYOR'S CERTIFICATE
 I, John A. Stahl, Registered Professional Land Surveyor in the State of Wyoming, hereby certify to the best of my knowledge, information, and belief, that this plat of Grandview Park Addition, Second Filing, Block 6, County of Laramie, Wyoming, was prepared from field notes taken during an actual survey conducted by me or under my direct supervision and that the same are true and correct. I further certify that the monument (lot) or set out as shown.



TATUM AVENUE APARTMENTS
 A REPLAT OF ALL OF BLOCK 4, GRANDVIEW PARK ADDITION, SECOND FILING, AND A PORTION OF BLOCK 4, REPLAT OF GRANDVIEW PARK ADDITION, CITY OF CHEYENNE, LARAMIE COUNTY, WYOMING.
 PREPARED JANUARY, 2004

STEL SURVEYING SERVICES, LLC
 PROFESSIONAL LAND SURVEYORS
 102 WEST 19th STREET P.O. BOX 2073

LINE TABLE

LINE NO.	DESCRIPTION	BEARING	DISTANCE
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LEGEND

- 0 1/2" x 1/2" LONG BEARS WITH AN ALUMINUM CAP SHOWN FOR THE 1/2"
- (1) BOUNDS WITHIN THIS SURVEY
- (2) BOUNDS WITHIN THIS PLAT FOR CHANGING THIS ADDITION
- (3) BOUNDS WITHIN THIS PLAT FOR RECORD
- (4) ACCESS EASEMENT

NOTE

- 1) NAME OF ALIENOR - THE PERSONS WHOSE NAMES ARE REFERENCED FROM CITY CONTROL MAPS "SANTOS" AND "LATT".
- 2) MAINTENANCE OF EASEMENTS ARE RESPONSIBILITY OF THE PROPERTY OWNER.

APPROVALS

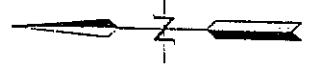
Approved by the Cheyenne-Laramie County Regional Planning Commission this 25th day of March, 2004.

[Signature]
 City Director

[Signature]
 City Clerk

VACATION STATEMENT

If in the event of this plat to locate the west line of Grandview Park Addition and the 10 foot utility easement shown on this plat, the plat is to be vacated and the plat is to be replaced by a new plat showing the correct location of the west line of Grandview Park Addition.

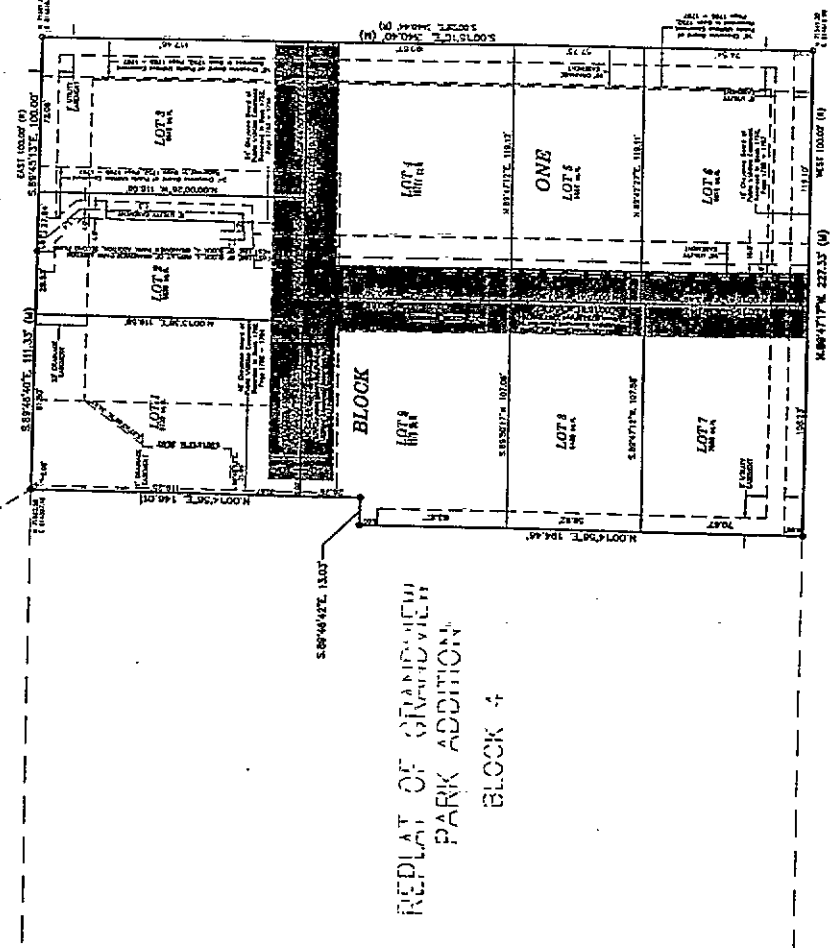


GRANDVIEW PARK ADDITION
 SECOND FILING
 BLOCK 6

GRANDVIEW PARK ADDITION
 SECOND FILING
 BLOCK 7

REPLAT OF GRANDVIEW PARK ADDITION
 BLOCK 2
 SECOND FILING

EAST 13th STREET (60' R/W)



REPLAT OF GRANDVIEW PARK ADDITION
 BLOCK 5

Scale: 1" = 50'

STATE OF WYOMING)
)
COUNTY OF LARAMIE) ss:

F&C HOLDINGS, LLC
To
THE PUBLIC

**DECLARATION OF PROTECTIVE COVENANTS
OF
TAFT AVENUE APARTMENTS**

KNOW ALL MEN BY THESE PRESENTS, that F&C Holdings, LLC, Grantor, the owner of Taft Avenue Apartment subdivision, an addition to the City of Cheyenne, Laramie County, Wyoming, located upon real property described as follows:

Block Four (4), Grandview Park Addition, Second Filing, and a portion of Block Four (4), Replat of Grandview Park Addition, City of Cheyenne, Laramie County, Wyoming;

does hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of use to which the Lots within Taft Avenue Apartment Subdivision ("the Subdivision") may be put:

1. **INTENT.** It is the intent of these covenants to protect and enhance the value, desirability and attraction of the subdivision; to protect Lot owners from development and use of other Lots within the subdivision which may depreciate the value and/or restrict the use of their Lot(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the Lots and improvements of the subdivision; to encourage the construction and maintenance of appropriate improvements; to insure and encourage the provision of adequate and suitable landscaping and to provide a non-profit corporation owner's association which shall maintain and insure the common areas and assess Lot owners for the costs of such maintenance and insurance. The restrictions imposed by these covenants are intended to be kept to a minimum while preserving the right of Lot owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger. It is the further intent to provide by these covenants that disturbance of the natural environment be kept to a minimum.

For all purposes herein, the term "Lot" refers to a separate four-plex structure and the real property upon which it sits as set forth and described in the Plat of this subdivision filed for record in Plat Cabinet 8 , No. (13), Laramie County Clerk's Office. All other real property within the subdivision shall be "Common Area."

2. **OWNERSASSOCIATION.** The ownership of any Lot subject to this Declaration shall impose and confer upon any such Owner the obligations and benefits of membership in Taft Avenue Apartment Association, Inc., a Wyoming non-profit corporation, (the "Association"). The Association shall maintain, repair, manage and insure certain real and personal property assets in, on and appurtenant to the

Subdivision ("Common Area"), including roadways parking areas, common trash disposal areas, outdoor lighting and sidewalks; provide for snow removal; enforce this Declaration; assess its members for the costs of management and maintenance of the common areas; provide an organizational entity for other activities of the Lot owners and promote the common interests of its members. The administration of the Association shall be in accordance with the provisions of this document, the Articles of Incorporation and with the Bylaws.

The initial monthly assessment to be imposed upon Lot owners shall be determined by the Association, but shall not exceed One Hundred Dollars (\$100.00) per month per Lot, such assessment to commence on the 1st day of the first month following conveyance of such Lot by the Grantor herein to a Lot owner. Determination of the amount of monthly assessments shall be made on at least an annual basis at a regular meeting of the Association.

3. **RESTRICTIVE USE.** All Lots within the Subdivision shall be known and described as Four-Plex Rental Lots and will be restricted by covenants contained in these Declarations. Lots shall be used and occupied as residential Lots only. The owners of Lots within the subdivision shall have full enjoyment of the Lots, subject, however, to the covenants contained in this Declaration. All present or future owners, tenants or future tenants, or any other person that might use the facilities of the project in any manner, are subject to the provisions of this document; and the mere acquisition or rental of any of the Lots of the project or the mere act of occupancy of any of the Lots shall signify that the provisions of this document are accepted and ratified. **These Covenants shall be incorporated by reference into all leases of dwelling Units within and upon any Lot. Lot owners shall provide a copy of this Declaration to all tenants who enter into a lease of a dwelling Unit within and upon any Lot.**

4. **USE OF LOTS.** No activity of a noxious or offensive nature may be conducted upon or in any Lot and any separate dwelling Unit within a Lot in the subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. All dwellings, buildings and other improvements are to be kept in a state of good general condition and repair at all times. Television antennas are prohibited. Specialty antennas utilized for purposes other than television must be approved by the Board of Directors. Television satellite dishes may be allowed, but their size shall be limited to nineteen inches (19") in diameter and their location and the screening design must take into account adjacent Lot owners' views and the views from the public roadways which serve the subdivision. Approval for the installation of satellite dishes must be obtained by the Board of Directors prior to any installation.

No Lot nor the adjacent sidewalks or street shall be used or maintained as a dumping ground for rubbish or junk, specifically junked vehicles, unlicensed vehicles, vehicles which are not in running condition or are in a state of disrepair or appliances and similar objects. Trash, garbage or other waste shall be kept only in sanitary containers. All sanitary containers or disposal equipment shall be of the type and kind that can be removed and/or emptied on a regular basis. No burning of grass, weeds, trash, construction materials, waste or any other material of any sort shall be allowed at

any time. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises.

No business activity or home occupation uses shall be permitted upon any Lot in the subdivision. This restriction shall not apply to residential offices within a Unit utilized by the Lot owner only. No such use which causes additional traffic or parking impact by employees or customers of such business use shall be permitted.

No Lot nor any Unit thereof shall be rented by the owner for transient purposes, which shall be defined as (a) rental for any period less than 30 days. Other than the foregoing obligations, the owners of the respective Lot shall have the absolute right to lease their Lot and the separate dwelling Lots therein, provided that all leases are made subject to the covenants and restrictions contained in this Declaration and further subject to the Bylaws and regulations of the Association.

All watering, fertilizing and mowing of scrubs, trees and grass shall be controlled by the Association in the manner deemed most appropriate. No Lot owner may interfere with or interrupt the application of water to landscaping on the Lot's site by the Association's facilities.

5. **OUTBUILDINGS.** No shed, lean-to, canopy or other structure shall be constructed within the subdivision without the express written prior consent of the Board of Directors.

6. **LANDSCAPING.** The Association shall be responsible for the continued maintenance of landscaping of the Common Area. The Association shall contract for such services and assess its members for the costs thereof.

No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns that exist through the subdivision as a whole.

7. **SIGNS.** Except for signs installed by the Grantor which identify the subdivision, no sign of any kind shall be displayed to the public view on any Lot except for temporary signs of not more than five square feet advertising the Lot for sale.

8. **PETS AND ANIMALS.** Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. Pets must be under the control of the Tenants of the Lot Owner at all times and will not be allowed to run free. No livestock or fowl of any kind shall be permitted in any Lot. A maximum of two (2) dogs and/or cats will be allowed to reside in any dwelling Lot within a Lot. All Lot owners shall insure that any pets kept by the Lot Owner's Tenants shall not be a nuisance to any other Lot Owner or Tenant. Outdoor pet kennels or dog runs shall not be permitted.

9. **VEHICLES.** No vehicles, except private passenger automobiles, light-duty trucks and/or vans and recreational-type vehicles, shall be parked or stored on

the Common Area of the subdivision. Vehicles that are not in running condition or are in a state of disrepair shall not be parked on the Common Area, on the road in front of the subdivision or anywhere within the subdivision more than 72 hours at any one time or as a repeated practice.

10. FENCING. No fencing of any sort shall be permitted within the subdivision except upon the prior written approval of the Board of Directors. The Board of Directors may provide fencing or screening of trash disposal areas.

11. BINDING EFFECT; EXTENSION; AMENDMENT. This Declaration and all restrictions set forth herein and in the Agreement attached hereto and incorporated herein runs with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended, except for ¶ 4 hereof, at any time, by an instrument signed by at least a majority of the then owners of the Lots agreeing to amend this Declaration in whole or in part and recorded upon the deed records of the Clerk of Laramie County, Wyoming.

12. ENFORCEMENT. This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the owner of any Lot subject to this Declaration or the Association by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation or for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees incurred by the Committee, the Association or Lot owner in such proceedings. The failure to enforce or cause the abatement of any violation of this Declaration and these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within this Declaration. The Board of Directors is in no way responsible for enforcement of the restrictions in this Declaration.

13. SEVERABILITY: Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect."

Dated this 26 day of March 2004.

F&C HOLDINGS, LLC, GRANTOR

By:

Christopher Carter member

STATE OF WYOMING)
)
COUNTY OF LARAMIE) SS.

The foregoing Declaration was acknowledged before me by ~~and~~
Christopher Cante this 26 day of March 2008.⁴

Witness my hand and official seal.

Sharon E. Radomicki
Notary Public

My Commission Expires:

