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COPY TO ASSESSOR  
*lw*

Covenants for Bierma Subdivision  
Lots 1-11

Now and forever to perpetuate from this date  
April 19, 1996 forward.

New construction only. No modulars or mobile homes.

Finished area must be at least 1,000 square feet,  
including Bilevels but excluding below grade full  
basements.

No junk cars or obnoxious signs or other materials  
that may detract the quality of the neighborhood.

Enforcement is by any two residents in common of  
the Bierma Subdivision.

LARAMIE COUNTY CLERK  
CHEYENNE, WY.  
1996 APR 22 AM 9:29  
181409

*Larry Bierma*

State of Wyoming  
County of Laramie

The foregoing instrument was acknowledged before me by  
Larry B. Bierma, this 22 day of April 1996.

Witness my hand and official seal.

*Christina A. Montoya*  
Notary Public



My commission expires on: December 6, 1999

BOOK 1422

# 0874



Restrictions relating to race, color, or ancestry, or limitation on the use of land, or on the status of land, or on the use of land, are hereby deleted to the extent such restrictions violate 42 USC 3603(c).

Recorded: September 4, 1954  
Reception No. 683400

### DECLARATION OF PROTECTIVE COVENANTS DELL RANGE, FOURTH FILING

The undersigned, Albert P. Bruch and Josephine Bruch, husband and wife, being the owners in fee simple of Dell Range Addition, Fourth Filing, Laramie County, Wyoming containing ten acres, more or less, the official plat of which Addition is on file in the office of the County Clerk, Laramie County, Wyoming, do hereby declare that all persons or partnerships or corporations who may hereafter acquire any lands in such Addition, shall be taken and held to agree and covenant with the undersigned and their executors, administrators, heirs and assigns to conform to and observe the following restrictions and stipulations as to the use of such property and to the construction of improvements thereon for a period of twenty-five (25) years from the first day of September, 1954:

(1) The tracts or lots included in the said Addition shall be used for residential purposes only and shall not be used as a junk yard, or as a commercial storage place for automobiles, or trucks or the chassis, or parts thereof, or for the commercial production of livestock or poultry, or for any other commercial purpose. There shall be only one single dwelling on each tract or lot.

(2) Any residence constructed thereon shall consist of not less than 800 square feet of area upon the main floor thereof, exclusive of garage, and all out buildings shall be of similar outside finish as the residence, and all such out buildings shall be located not less than 80 feet from any street or road.

(3) The purchaser or owner shall not permit the accumulation of junk or any other noxious or offensive material on the premises.

(4) The purchaser or owner shall not be permitted to reside in garages, house trailers, out buildings or in the basement of any residence before such residence is started, or while it is under construction or before it is completed.

(5) After the first day of September, 1964, the owners of all lots or tracts in the said subdivision may mutually agree upon amendments or changes to the above restrictions.

The provisions and covenants hereinbefore contained shall bind and inure to the benefit of and be enforceable by the undersigned, or by the owner or owners of any of the other property included in said Addition, their executors, administrators, heirs, successors and assigns. All such provisions and covenants are for the mutual benefit and protection of all land owners in such Addition. Such Addition is within the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 22, Township 14 North, Range 66 West of the 6th P.M.

(s) Albert P. Bruch

(s) Josephine Bruch



CONTINUED:

STATE OF WYOMING            )  
                                  ) SS  
COUNTY OF LARAMIE.        )



On this 3rd day of September 1954, before me personally appeared Albert P. Bruch and Josephine Bruch known to me to be the persons who executed the foregoing instrument and who acknowledged to me that they executed the same as their free act and deed for the purposes therein expressed.

My Commission expires July 8, 1956

NOTARIAL SEAL AFFIXED.

Helen F. Bond  
NOTARY PUBLIC

STATE OF WYOMING )  
 )  
COUNTY OF LARAMIE )      ss:

HEARTLAND DEVELOPMENT, INC.  
To  
THE PUBLIC

**DECLARATION OF PROTECTIVE COVENANTS OF THE VICTORIANS**

KNOW ALL MEN BY THESE PRESENTS, that Heartland Development, Inc., Grantor, the owner of The Victorians Subdivision, a replat of Lots One (1) through Eleven (11), Bierma Subdivision, an addition to the City of Cheyenne, Laramie County, Wyoming, as shown on that Final Plat of record at Plat Cabinet 8, Slot 98, in the office of the Laramie County Clerk, does hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of use to which the Lots within Victorian 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 homeowner's association. The restrictions imposed by these covenants are intended to be kept to a minimum while preserving the right of property 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.

2. **HOMEOWNERS ASSOCIATION.** The ownership of any Lot subject to this Declaration shall impose and confer upon any such Owner the obligations and benefits of membership in Victorian Homeowners Association, Inc., a Wyoming non-profit corporation, (the "Association"). The Association shall maintain, manage and insure (but not own) certain real and personal property assets in, on and appurtenant to the Subdivision ("common areas"), including lawns and shrubs, sidewalks, parking areas and fencing; enforce this Declaration; assess its members for the costs of such activities; 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 by a Board of Directors in accordance with the provisions of this document, the Articles of Incorporation and the Bylaws. The initial monthly assessment to be imposed upon Lot owners shall be determined by the Board of Directors, but shall not exceed Twenty-Five Dollars (\$25.00) 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 residential Lots and will be restricted by covenants contained in these Declarations. Lots shall be used and occupied as private residences 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 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 of any Lot or the mere act of occupancy of any Lot shall signify that the provisions of this document are accepted and ratified.

4. **USE OF LOTS.** No activity of a noxious or offensive nature may be conducted upon any 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. 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 and specialty antennas utilized for purposes other than television 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. No storage of any kind may be maintained or permitted on the north side of any Building. 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 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 Building on a Lot 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 residential dwelling 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 Lots shall have the absolute right to lease their dwelling, provided that the lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the Bylaws and regulations of the Association.

All watering of scrubs, trees and grass shall be performed by the Lot Owner, however, the Association has the right to enforce this requirement in the manner deemed most appropriate. The Association shall contract for the provision of lawn mowing and snow removal as a part of its duties and assess its members for the costs thereof.

Each Lot Owner shall have the exclusive use of that five (5) foot strip of lawn contained in the legal description of such Lot to the south of the Building constructed upon each Lot, and the non-exclusive, permissive use of the lawn on the adjoining five (5) foot strip that lies along the north boundary of the adjoining Lot to the south. Such Lot Owner shall water the entire lawn but shall not be permitted to plant any landscaping or construct any improvements upon the non-exclusive use area. The lawn area may be fenced in the manner required herein at the expense of the north Lot Owner and with the consent of the south Lot Owner. In making use of the non-exclusive area, the north Lot Owner shall not, in any way, interfere with the south Lot Owner's use of that Lot Owner's Building.

5. **OUTBUILDINGS.** No shed, lean-to, canopy or other structure not connected to the residential structure shall be constructed upon any Lot within the subdivision without the express written prior consent of the Board of Directors. Any Lot owner who desires to construct any such structure shall submit a request, the construction plans and a description of materials to the Board of Directors for approval. The Board shall either approve or disapprove such request within thirty (30) days after receipt and, if the request is disapproved, shall notify the Lot owner of the basis for such disapproval and may state the manner in which the request may be modified to achieve approval.

6. **LANDSCAPING.** The Association shall be responsible for the continued maintenance of landscaping of the Lots. No trees and or shrubs shall be planted in such a manner as to create a hedge that defines the boundaries of any Lot. In addition, landscaping and other improvements in general shall not be allowed in locations on Lots where their presence may interfere with necessary safe distance visual requirements at road intersections or driveways. No buildings, landscaping, or other site improvements shall be allowed that may interfere with the natural or designed drainage patterns that exist through the subdivision as a whole. Any proposed changes to the subdivision's natural or designed drainage patterns must be shown on any Lot Owner's application for approval of construction and must include a complete written definition of all proposed drainage changes.

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 residential Lot except for temporary signs of not more than five (5) square feet advertising the property 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 Owner at all times and will not be allowed to run free off the Owner's Lot. No livestock or fowl of any kind shall be permitted on any Lot. A maximum of two (2) dogs and/or cats will be allowed to reside at each Lot. All Lot owners shall insure that any pets kept by such Owner shall not be a nuisance to any other Lot owner or resident. Pet kennels or dog runs may be permitted by the Board of Directors through application, but all such structures shall be properly screened from the view of other Lot owners and/or public roads which serve the subdivision.



9. **VEHICLES.** No vehicles, except private passenger automobiles, light-duty trucks and/or vans and recreational-type vehicles, shall be parked or stored on any Lot or roadway of the subdivision. Vehicles that are not in running condition or are in a state of disrepair shall not be parked on a Lot or on the road in front of a residence or on the front driveway or anywhere within the subdivision more than 72 hours at any one time or as a repeated practice. No vehicles, trailers, or vehicular equipment shall be habitually parked along any of the public roadways within the Subdivision. Owners of camp trailers, horse trailers, boats and boat trailers and any recreational vehicles larger than light-duty pickups and vans shall park such vehicles away from the general view of adjacent Lot owners and away from the roadway side of any residence.

10. **FENCING.** No fencing of any sort beyond that originally installed by Grantor shall be permitted on any Lot within the subdivision except upon the prior written approval of the Board of Directors. Fencing utilized for screening, privacy, wind protection, or other general purposes, all of which are required to be located close to the primary dwelling, may be allowed with approval by the Board of Directors. The Board of Directors shall evaluate any request for fencing upon a Lot to insure that any such fencing is compatible with the structure, the adjoining Lots and the subdivision and may deny any such request if the proposed fencing does not meet the Committee's requirement for fencing materials, height, location and aesthetics. Fences across the lawn area between two (2) Lots may be permitted if the Owners of both of such Lots agree in writing to such fencing and the payment therefore and such fencing meets the standards of the subdivision as determined by the Board of Directors. In that regard, any such fencing at the front of a Lot must be wrought iron fencing with a gate and all such fencing at the rear of a Lot must be white, vinyl fencing with a gate.

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 Homeowners' 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 Homeowner's 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 13<sup>th</sup> day of June 2003.

Heartland Development, Inc., GRANTOR

By:

James O. Woods, III  
James O. Woods, III, President

Edna M. Woods  
Secretary

STATE OF WYOMING )  
COUNTY OF LARAMIE )

ss.

The foregoing Declaration was acknowledged before me by James O. Woods, III and Edna M. Woods, this 13<sup>th</sup> day of June 2003.



official seal.

[Signature]  
Notary Public

My Commission Expires:

STATE OF WYOMING            )  
  )  
  )        ss:  
COUNTY OF LARAMIE        )

HEARTLAND HOMEBUILDERS, INC.  
To  
THE PUBLIC

**REVISED  
DECLARATION OF PROTECTIVE COVENANTS  
OF THE VICTORIANS**

KNOW ALL MEN BY THESE PRESENTS, that Heartland Homebuilders, Inc., the owner of Lots One (1), Two (2), Four (4) through Eight (8) and Ten (10) through Eighteen (18); Leah K. Franklin, a single woman, the owner of Lot Nine (9) and Ronald E. Sawyer and D. Jeanne Sawyer, husband and wife, the owners of Lot Three (3), The Victorians Subdivision, a replat of Lots One (1) through Eleven (11), Bierma Subdivision, an addition to the City of Cheyenne, Laramie County, Wyoming, as shown on that Final Plat of record at Plat Cabinet 8, Slot 98, in the office of the Laramie County Clerk, do hereby revise, replace and supplant that Declaration of Protective Covenants of the Victorians recorded on October 12, 2004 at Book 1842, Pages 692 to 696 to change the name of Declarant Heartland Development, Inc. to the legal title holder, Heartland Homebuilders, Inc., to add an additional provision to Article 4 and to restate the remaining provisions of the Declaration and covenant, agree and make the following revised declarations ("Revised Declarations") as to the limitations and restrictions of use to which the Lots within Victorian 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 homeowner's association. The restrictions imposed by these covenants are intended to be kept to a minimum while preserving the right of property 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.

2. **HOMEOWNERS ASSOCIATION.** The ownership of any Lot subject to this Declaration shall impose and confer upon any such Owner the obligations and benefits of membership in Victorian Homeowners Association, Inc., a Wyoming non-profit corporation, (the "Association"). The Association shall maintain, manage and insure (but not own) certain real and personal property assets in, on and appurtenant to the Subdivision ("common areas"), including lawns and shrubs, sidewalks, parking areas and fencing; enforce this Declaration; assess its members for the costs of such activities; 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 by a Board of Directors in accordance with the provisions of this document, the Articles of Incorporation and the Bylaws. The initial monthly assessment to be imposed upon Lot owners shall be determined by the Board of Directors, but shall not exceed Twenty-Five Dollars (\$25.00) 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 residential Lots and will be restricted by covenants contained in these Declarations. Lots shall be used and occupied as private residences 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 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 of any Lot or the mere act of occupancy of any Lot shall signify that the provisions of this document are accepted and ratified.

4. **USE OF LOTS.** No activity of a noxious or offensive nature may be conducted upon any 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. 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 and specialty antennas utilized for purposes other than television 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. No storage of any kind may be maintained or permitted on the

north side of any Building. 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 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 Building on a Lot 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 residential dwelling 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 Lots shall have the absolute right to lease their dwelling, provided that the lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the Bylaws and regulations of the Association.

All watering of scrubs, trees and grass shall be performed by the Lot Owner, however, the Association has the right to enforce this requirement in the manner deemed most appropriate. The Association shall contract for the provision of lawn mowing and snow removal as a part of its duties and assess its members for the costs thereof.

Each Lot Owner shall have the exclusive use of that five (5) foot strip of lawn contained in the legal description of such Lot to the south of the Building constructed upon each Lot, and the non-exclusive, permissive use of the lawn on the adjoining five (5) foot strip that lies along the north boundary of the adjoining Lot to the south. Such Lot Owner shall water the entire lawn but shall not be permitted to plant any landscaping or construct any improvements upon the non-exclusive use area. The lawn area may be fenced in the manner required herein at the expense of the north Lot Owner and with the consent of the south Lot Owner. In making use of the non-exclusive area, the north Lot Owner shall not, in any way, interfere with the south Lot Owner's use of that Lot Owner's Building.

Each Owner of a Lot within the Subdivision hereby grants to the Owners of all other Lots, their families and invitees, a limited non-exclusive easement to run over and across that portion of each Lot upon which the common driveways are located.

5. **OUTBUILDINGS.** No shed, lean-to, canopy or other structure not connected to the residential structure shall be constructed upon any Lot within the subdivision without the express written prior consent of the Board of Directors. Any Lot owner who desires to construct any such structure shall submit a request, the construction plans and a description of materials to the Board of Directors for approval.

The Board shall either approve or disapprove such request within thirty (30) days after receipt and, if the request is disapproved, shall notify the Lot owner of the basis for such disapproval and may state the manner in which the request may be modified to achieve approval.

6. **LANDSCAPING.** The Association shall be responsible for the continued maintenance of landscaping of the Lots. No trees and or shrubs shall be planted in such a manner as to create a hedge that defines the boundaries of any Lot. In addition, landscaping and other improvements in general shall not be allowed in locations on Lots where their presence may interfere with necessary safe distance visual requirements at road intersections or driveways. No buildings, landscaping, or other site improvements shall be allowed that may interfere with the natural or designed drainage patterns that exist through the subdivision as a whole. Any proposed changes to the subdivision's natural or designed drainage patterns must be shown on any Lot Owner's application for approval of construction and must include a complete written definition of all proposed drainage changes.

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 residential Lot except for temporary signs of not more than five (5) square feet advertising the property 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 Owner at all times and will not be allowed to run free off the Owner's Lot. No livestock or fowl of any kind shall be permitted on any Lot. A maximum of two (2) dogs and/or cats will be allowed to reside at each Lot. All Lot owners shall insure that any pets kept by such Owner shall not be a nuisance to any other Lot owner or resident. Pet kennels or dog runs may be permitted by the Board of Directors through application, but all such structures shall be properly screened from the view of other Lot owners and/or public roads which serve the subdivision.

9. **VEHICLES.** No vehicles, except private passenger automobiles, light-duty trucks and/or vans and recreational-type vehicles, shall be parked or stored on any Lot or roadway of the subdivision. Vehicles that are not in running condition or are in a state of disrepair shall not be parked on a Lot or on the road in front of a residence or on the front driveway or anywhere within the subdivision more than 72 hours at any one time or as a repeated practice. No vehicles, trailers, or vehicular equipment shall be habitually parked along any of the public roadways within the Subdivision. Owners of camp trailers, horse trailers, boats and boat trailers and any recreational vehicles larger than light-duty pickups and vans shall park such vehicles away from the general view of adjacent Lot owners and away from the roadway side of any residence.

10. **FENCING.** No fencing of any sort beyond that originally installed by Grantor shall be permitted on any Lot within the subdivision except upon the prior written approval of the Board of Directors. Fencing utilized for screening, privacy, wind protection, or other general purposes, all of which are required to be located close to the primary dwelling, may be allowed with approval by the Board of Directors. The Board of Directors shall evaluate any request for fencing upon a Lot to insure that any such fencing is compatible with the structure, the adjoining Lots and the subdivision and may deny any such request if the proposed fencing does not meet the Committee's requirement for fencing materials, height, location and aesthetics. Fences across the lawn area between two (2) Lots may be permitted if the Owners of both of such Lots agree in writing to such fencing and the payment therefore and such fencing meets the standards of the subdivision as determined by the Board of Directors. In that regard, any such fencing at the front of a Lot must be wrought iron fencing with a gate and all such fencing at the rear of a Lot must be white, vinyl fencing with a gate.

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 Homeowners' 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 Homeowner's 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 17<sup>th</sup> day of December, 2004.

Heartland Homebuilders, Inc.,  
By:

James O. Woods, III, Pres.  
James O. Woods, III, President

Edna M. Woods Secretary  
Edna M. Woods, Secretary

Ronald E. Sawyer  
Ronald E. Sawyer

D. Jeanne Sawyer  
D. Jeanne Sawyer

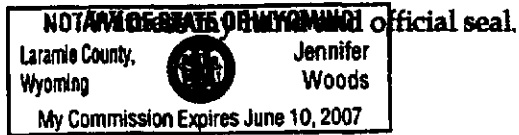
Leah K. Franklin  
Leah K. Franklin

RECORDED 12/14/2004 AT 4:24 PM REC# 404960 BK# 1853 PG# 1758  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 6 OF 7



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

The foregoing Revised Declaration was acknowledged before me by James O. Woods, III and Edna M. Woods, known to me to be the President and Secretary respectively of Heartland Homebuilders, Inc., this 13<sup>th</sup> day of December, 2004.

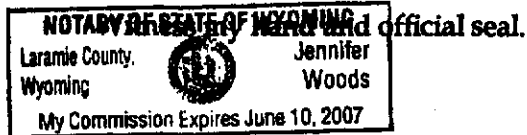


Jennifer Woods  
Notary Public

My Commission Expires: 6/10/07

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

The foregoing Revised Declaration was acknowledged before me by Leah K. Franklin, this 13<sup>th</sup> day of December, 2004.

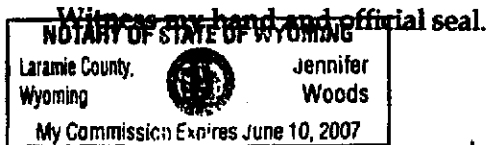


Jennifer Woods  
Notary Public

My Commission Expires: 6/10/07

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

The foregoing Revised Declaration was acknowledged before me by Ronald E. Sawyer and D. Jeanne Sawyer, husband and wife, this 13<sup>th</sup> day of December, 2004.



Jennifer Woods  
Notary Public

My Commission Expires : 6/10/07  
7

STATE OF WYOMING )  
 )  
COUNTY OF LARAMIE ) ss:

HEARTLAND HOMEBUILDERS, INC.  
To  
THE PUBLIC

**AMENDMENT TO REVISED  
DECLARATION OF PROTECTIVE COVENANTS  
OF THE VICTORIANS**

KNOW ALL MEN BY THESE PRESENTS, that Heartland Homebuilders, Inc., the owner of Lots One (1) through Nine (9), Block One (1) and Lots One (1), Two (2) and Four (4) through Eight (8), Block Two (2); Leah K. Franklin, a single woman, the owner of Lot Nine (9), Block Two (2) and Ronald E. Sawyer and D. Jeanne Sawyer, husband and wife, the owners of Lot Three (3), Block Two (2), The Victorians Subdivision, a replat of Lots One (1) through Eleven (11), Bierma Subdivision, an addition to the City of Cheyenne, Laramie County, Wyoming, as shown on that Final Plat of record at Plat Cabinet 8, Slot 98, in the office of the Laramie County Clerk, do hereby AMEND that Revised Declaration of Protective Covenants of the Victorians dated December 13, 2004, and recorded upon the deed records of the property with the Laramie County Clerk on December 14, 2004 at Book 1853, Pages 1753 to 1759 to change the legal descriptions of the lots held by the owners to add the designations of Block One (1) and Two (2) thereto as set forth above.

All other terms and provisions of the Revised Declaration of Protective Covenants of the Victorians dated December 13, 2004, and recorded upon the deed records of the property with the Laramie County Clerk on December 14, 2004 at Book 1853, Pages 1753 to 1759 shall remain unchanged by this Amendment.

Dated this 27<sup>th</sup> day of December, 2004.


Heartland Homebuilders, Inc.,  
By:

  
James O. Woods, III, President

  
Edna M. Woods, Secretary

  
Ronald E. Sawyer

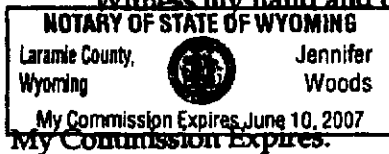
  
D. Jeanne Sawyer

  
Leah K. Franklin

STATE OF WYOMING )  
 )  
COUNTY OF LARAMIE ) ss.

The foregoing Amendment to Revised Declaration was acknowledged before me by James O. Woods, III and Edna M. Woods, known to me to be the President and Secretary respectively of Heartland Homebuilders, Inc., this 27<sup>th</sup> day of December, 2004.

Witness my hand and official seal.



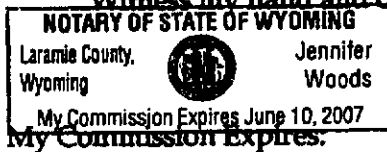
My Commission Expires:  
6/10/07

Jennifer Woods  
Notary Public

STATE OF WYOMING )  
 )  
COUNTY OF LARAMIE ) ss.

The foregoing Amendment to Revised Declaration was acknowledged before me by Leah K. Franklin, this 27<sup>th</sup> day of December, 2004.

Witness my hand and official seal.



My Commission Expires:  
6/10/07

Jennifer Woods  
Notary Public

STATE OF WYOMING )  
 )  
COUNTY OF LARAMIE ) ss.

The foregoing Amendment to Revised Declaration was acknowledged before me by Ronald E. Sawyer and D. Jeanne Sawyer, husband and wife, this 27<sup>th</sup> day of December, 2004.

Witness my hand and official seal.



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Jennifer Wachs  
Notary Public

My Commission Expires: 4/10/07