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Recorded: August 15, 1941  
Reception Number: 387253

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That Geo. H. Hobbs, of Cheyenne, Laramie County, Wyoming, the present owner of all tracts in what is known as Airport Valley Tracts, Laramie County, Wyoming, does hereby covenant and agree that all of said tracts are held subject to and with the restrictions, conditions, covenants and charges contained herein, and agree any and all persons to whom any of said tracts may be sold shall take and hold the same subject to the following covenants and restrictions, and shall be required to comply with and keep all of the same:

Any residence erected upon any tract or tracts shall cost not less than \$5000.00 when completed.

No buildings shall be located on any tract nearer than thirty feet to the front tract line.

DELETED

Any violation of these covenants and restrictions may be restrained and enjoined by any action instituted by any owner of any tract lying with said addition.

IN WITNESS WHEREFOR we have hereunto set our hands this 15th day of August 1941.

(s) Geo. H. Hobbs

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

On this 15th day of August, 1941 before me personally appeared Geo. H. Hobbs, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the same as his free act and deed.

Given under my hand and notarial seal this 15th day of August 1941.

(s) C. R. Cook

My commission expires: June 22, 1943

NOTARIAL SEAL AFFIXED

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).



COPY TO ASSESSOR

LARAMIE COUNTY CLERK  
CHEYENNE, WY.

DECLARATION

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OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by James T. Martin, Larry E. Seitz and Marvin P. Gertsch, Jr., dba/GMS Properties, hereinafter referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarants is the owner of certain property in the City of Cheyenne, County of Laramie, State of Wyoming, which is more particularly described as:

Virginia Meadows, a town home subdivision  
being a replat of Tract 8, except the South 56.95  
feet and the North 26.00 feet thereof, Airport Valley  
Tracts, City of Cheyenne, Laramie County, Wyoming.

NOW THEREFORE, Declarants hereby covenant and agree that all of the properties described above shall be held subject to and with the benefit of all the following restrictions, conditions and covenants, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding 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.

1. No parcel or lot shall be used except for residential purposes.
2. No parcel or lot shall be divided, subdivided, parceled, split, sold or conveyed in any manner whatsoever and further, no more than one residence constructed, erected, altered, placed, maintained, permitted or allowed to remain upon, any such parcel or lot.
3. No front fences shall be permitted on any building site in the subdivision.
4. Commercial animal husbandry shall not be practiced in any form. Household pets owned by occupants or owners of any portion of said lands, shall be kept confined within owned or occupied premises. Only a reasonable number of cats and dogs shall be kept and maintained as part of any single household within this area.

Restrictions indicating a preference  
limitation or discrimination based  
on race, color, religion, sex, handicap,  
familial status, or national origin are  
hereby deleted to the extent such  
restrictions violate 42 USC 3604(c).

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No swine, cattle, calves, horses, colts, sheep or other similar animals shall be stored or kept on the outside of the premises.

6. 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 in the event that activity adversely affects such adjacent owners resulting from activities of noise, vermin, health hazards, pollution, odors, undesirable animals or their maintenance and insect pests developing as a condition because of the nature of maintenance of care of the property. No retail, wholesale, manufacturing, repair business, or home occupation of any kind shall be permitted on building site or in any single-family dwelling.

7. No unlicensed automobiles, junk cars, appliances or any rubbish or junk of any nature shall be stored or kept on the outside of the premises.

8. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions herein, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call or a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Notwithstanding any other provision set forth herein, 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.

The right of any Owner to contribution from any other Owner under this article shall be appurtenant to the land and shall pass to such Owner's successors in title.



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 by a majority or all the arbitrators.

9. Each property Owner shall be responsible for the exterior maintenance of their individual dwelling and shall carry all necessary fire and casualty insurance coverage for any damages that may occur as the result of rail, hail, wind and fire.

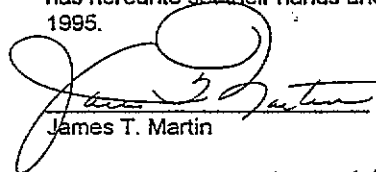
10. No property Owner may change the exterior color of their dwelling unless a majority of all property owners in the Virginia Meadows Subdivision agree.

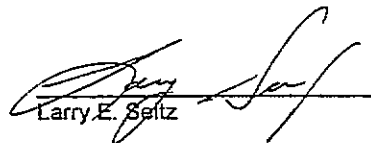
11. Any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

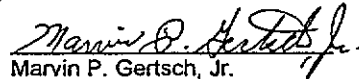
Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five years (25) from the date this Declaration is recorded. This Declaration may be amended during this period by an instrument signed by not less than seventy-five (75) percent of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declaration herein, has hereunto set their hands and seal this 17<sup>th</sup> day of October, 1995.

  
James T. Martin

  
Larry E. Seltz

  
Marvin P. Gertsch, Jr.



STATE OF WYOMING )  
                          ) ss  
COUNTY OF LARAMIE)

On this 19<sup>th</sup> day of October, 1995, before me  
personally appeared James T. Martin, Harry E.  
Seitz and Marvin P. Bertsch, Jr.  
to me known to the persons described in and who executed the fore-  
going instrument, and acknowledged that they executed the same as  
their free act and deed.

Iva D Chapman  
Notary Public

My Commission Expires: 7-11-99

