

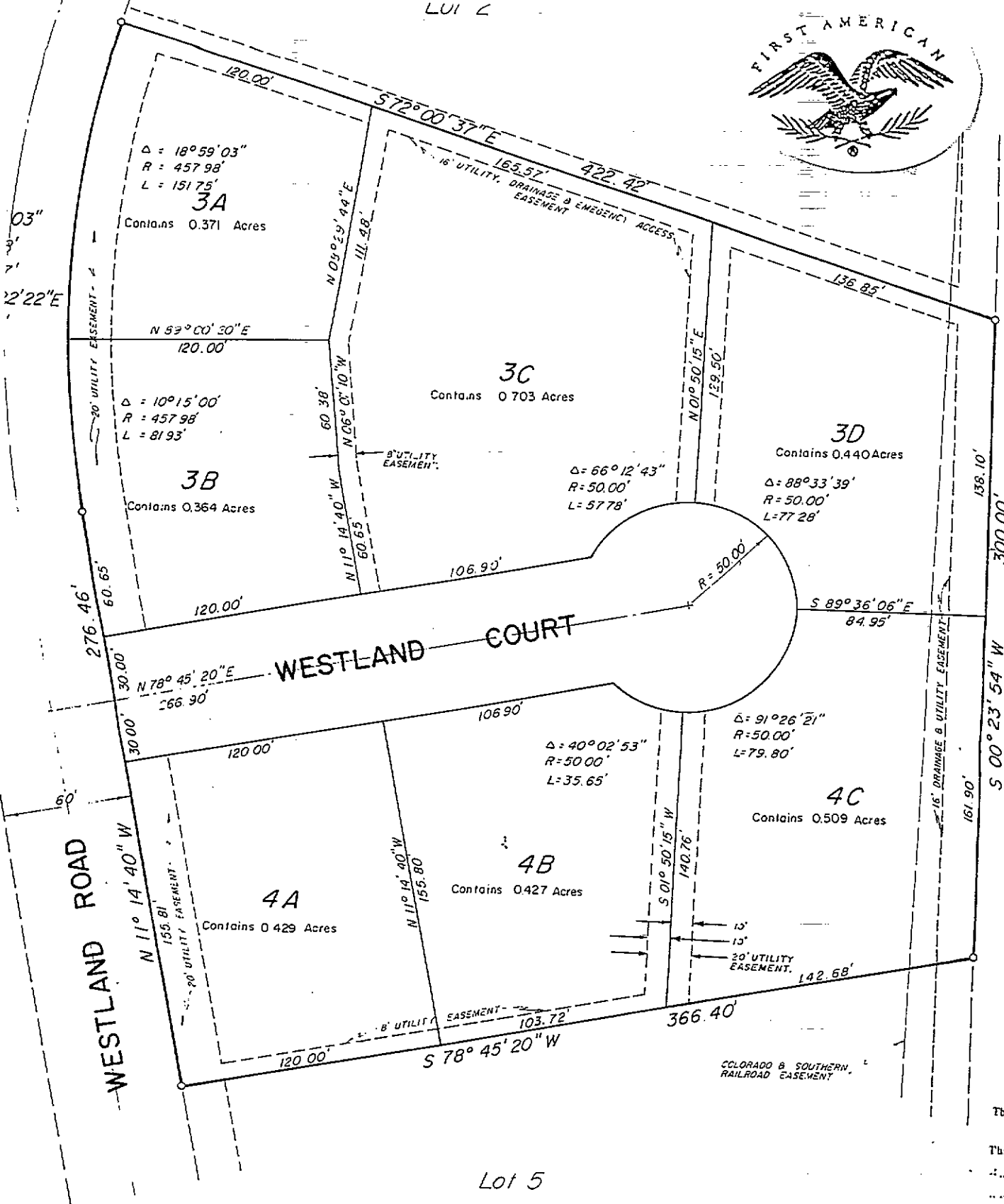


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Lot 5



Cer Ada



SCALE  
Unplatted

Lot 5

The State of Colorado  
County of Teller  
This instrument is  
... 4.52  
... 2998  
A. D. 1977  
Pat. Cab. 44  
Janet  
County Clerk of Teller  
B. Rusten

# Westland Subdivision, Refinement "A"



COMMERCIAL PARK PROTECTIVE COVENANTS  
FOR WESTLAND SUBDIVISION  
CHEYENNE, LARAMIE COUNTY, WYOMING

KNOW ALL MEN BY THESE PRESENTS:

These conditions, covenants and easements apply to the commercial subdivision known as "Westland Subdivision".

THIS DECLARATION, made this 19 day of Oct, 1976, by Westland Dev., Inc., hereinafter called the "Grantor":

W I T N E S S E T H:

WHEREAS, Grantor is the owner of the real property hereinafter legally described, which is to be subjected to the covenants, conditions and easements as set forth in this document for the benefit of the property and each owner thereof, to inure to the benefit of and pass with the property, and each portion thereof.

NOW, THEREFORE, Westland Dev., Inc., Grantor, hereby declares that the real property described in Clause I hereof is subject to these conditions, covenants and easements:

Clause I.

DEFINITION OF TERMS

1.1 "Building site" shall mean any lot, or lots, or portions thereof, or a parcel of land upon which a building and appurtenant structures may be erected.

1.2 "Grantor" shall mean Westland Dev., Inc., a Wyoming corporation, its successors and assigns, unless the context indicates otherwise.

1.3 "Improvements" shall mean and include the building or buildings, outbuildings appurtenant thereto, parking areas, loading areas, fences, masonry walls, hedges, lawns, mass plantings and structures of any kind or type located on the building site.

1.4 "Setback" shall mean the minimum distance which a building and outbuildings and structures located above ground shall be set back from the property lines (front, rear and side) of the building site.

1.5 "Front Lot Line" shall mean the property line dividing a lot from a street. On a corner lot only one street line shall be considered a front line and that shall be the line of the street facing the main building entrance.

1.6 "Rear Lot Line" shall mean the property line opposite the front lot line.

1.7 "Side Lot Line" shall mean any property lines other than front lot lines or rear lot lines.

1.8 "Person" shall mean any individual or other legal entity which may by law own real estate in Wyoming.

PROPERTY SUBJECT TO THIS DECLARATION

1.9 The real property which is subject to this declaration located in the City of Cheyenne, Laramie County, Wyoming, is more particularly described as follows:

RECORDING DEPARTMENT  
CITY OF CHEYENNE, WYOMING  
PROPERTY TO BE EXTENT WITH  
PLANS 42 LCC 330(C)



Westland Subdivision, Blocks 1, 2, 3 and 4,  
Cheyenne, Laramie County, Wyoming.

Clause II.

GENERAL PURPOSES OF CONDITIONS

2.1 The real property is subjected to this Declaration to insure proper use, development and improvement of each building site; to protect the owners of building sites against improper use of surrounding building sites which might depreciate the value of their property; to develop the area and insure its being a continuing asset to the City; to guard against erection of structures built of improper or unsuitable materials; to insure reasonable development generally; to encourage the erection of attractive improvements with appropriate locations on the building sites; and in general, to provide a high quality of property improvement.

Clause III.

ARCHITECTURAL CONTROL COMMITTEE

3.1 The Grantor shall appoint a three-member committee consisting of at least one person experienced in lending and one person experienced in construction whose responsibility shall be to review all plans for construction of buildings and other improvements where approval of these improvements is required in accordance with the terms of this Declaration. The initial members of the Committee will be Francis Ferguson, Lawrence M. Cheesbrough and George Hoelzel.

3.2 The committee shall be known as the Architectural Control Committee for Westland Subdivision and the members thereof shall serve until their successors are appointed by the Grantor, or replaced by a majority vote of successors in interest to a majority of the acreage covered by these covenants.

3.3 An affirmative vote of two members shall be determinative.

Clause IV.

GENERAL RESTRICTIONS

4.1 No noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be or become a nuisance or nuisance to the area, by reason of unsightliness or excessive emission of odors, dust, fumes, smoke, glare, vibration, radiation or noise.

4.2 The buildings or premises, except as otherwise provided in this Declaration, may be used for any use permitted under the zoning for Commercial "B-1" or "B-2" Districts, under Zoning Ordinance of Laramie County and the City of Cheyenne, Wyoming, as the same exists at the time that a person purchases or otherwise acquires an interest in a building site, except that the use shall in no case include:

- a. Auto wrecking, salvage yards, used material yards, businesses whose principal occupation is storage or baling of waste or scrap paper, rags, scrap metals, bottles or junk;
- b. Boiler and tank works;



- c. Central mixing plant for asphalt, mortar, plaster or concrete;
- d. Alfalfa dehydrating mills;
- e. Slaughter houses, meat packing plants and rendering works.

4.3 Construction or alteration of any buildings shall meet the standards provided in this declaration. Exterior surfaces of all buildings or structures shall be of concrete, masonry, 10-year colored metal or noncombustible approved metals except walls of offices and the main entrances of any office building facing the front line shall have an exterior facing of brick, painted block, stone, flagstone, 10-year colored metal, moss-rock, pre-cast concrete products, or architectural concrete. Structural framing shall be of reinforced concrete, steel, or laminated wood members.

4.4 Improvements erected on property subject to this Declaration, as described in Clause 1 hereof, shall not exceed fifty (50) feet in height, except water towers, standpipes, penthouses or structures for housing elevator equipment, stairways, ventilating fans or similar equipment, cooling or other towers, radio or television masts, flagpoles, chimneys, storage and/or mixing towers or similar structures may extend up to an additional twenty (20) feet more of height with specific prior written approval of the Architectural Control Committee.

4.5 No improvements (other than improvements which the Declarations specifically state do not require Committee approval) shall be erected, placed, or a major alteration of any character of any improvement (where the improvement itself requires approval) be made, on any building site until the building or other improvement plans, specifications, and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing by the Architectural Control Committee. The Committee's decision shall be based on harmony of external design with existing structures in the development, location of the improvements on the building site (giving due regard to the anticipated use thereof as same may affect adjoining structures); uses and grades of finished ground elevation; provided, however, that the Grantor, its successors or assigns, shall not be liable in damages to any one so submitting plans or to any owner of land affected by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agents, or employees, arising in connection with the approval or disapproval, or failure to approve any such plans.

4.6 No structures or buildings shall be located closer than fifteen (15) feet to any side building site line or rear property line, it being the intent that an open area of at least thirty (30) feet shall exist between all adjacent but separately owned improvements, both at sides and rear.

4.7 The minimum setback of any building from the front lot line shall be twenty (20) feet. There shall be reasonable landscaping between the front lot line of a building site and any building located on the building site; where an area is to be landscaped, it shall be done attractively with lawns, trees, shrubs, desert gardens, etc., according to plans submitted to the Architectural Control Committee, and properly maintained thereafter, including the parking areas.



4.8 For each building site there shall be provided off-street automobile parking facilities at the minimum rate of one parking space for each 1.5 employees simultaneously employed on the premises and appropriate off-street visitor parking, commensurate with the business function of the enterprise.

4.9 Storage of bulk commodities, materials, supplies, products and equipment on the exterior of the buildings shall be confined to areas which are screened in accordance with the provisions as follows, it being the intention of this provision that subject materials shall not be visible from the adjoining property or from streets and public areas:

- a. Fences or masonry walls of approved design, eight (8) feet high for storage, or, if storage extends above eight (8) feet, enough to conceal the stored items. Chain link fences are acceptable so long as aluminum slats are placed on the chain link fence in any area where there is a requirement for screening from view under the terms of this Declaration;
- b. Location at rear of buildings where such location will conceal such areas from public view;
- c. Properly located and planned hedges, shrubs, or plantings of sufficient density and height to provide concealment;
- d. Terrain adjustment and/or retaining walls to provide concealment by virtue of sight lines from streets, public areas or adjacent property;

or any combination thereof.

4.10 No billboards or advertising signs other than those identifying the name of the business and products of the person or firm occupying the premises shall be permitted except a sign offering the premises for sale or lease. Design and location of all signs are subject to the approval of the Architectural Control Committee.

4.11 In order that maneuvering of trucks and trailers be confined to the premises of each establishment, no loading dock shall extend beyond the front line of any building and no loading dock shall be located so that any vehicle using it shall extend beyond any property line.

4.12 Screening is not required for automobile parking lots, work areas or loading areas.

4.13 Where a right-of-way easement exists, no structures or buildings shall be constructed thereon.

4.14 The premises shall be attractively maintained, including removal of debris and control of weeds and onsite vegetation.

4.15 All building lots must be engineered for proper drainage to drain water away from buildings, to avoid impounding water (except as a planned, approved pond as a landscaping feature), and to conform to overall drainage pattern of the entire area.

4.16 Concrete, flagstone, oil surface or other approved hard-surfaced walks must be provided for all major pedestrian visitor or employee foot traffic patterns.



4.17 All branch lines to be installed within the real estate described in Clause I of this Declaration for on-site power, electrical, telephone and other utilities shall be underground.

4.18 Smoke emission shall be limited to the following:

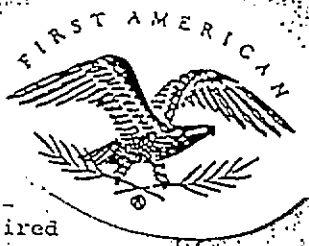
- a. Density no greater than No. 2 of Ringlemann's scale.
- b. No particles of lye ash exceeding 0.3 grains per cubic foot of lue gas at a stack temperature of 500 degrees Fahrenheit.

4.19 No dust, odor, fumes, flare, or vibration, beyond that normally required by commercial activities, shall extend beyond the property line of the source.

4.20 No oil or gas drilling, oil development operations, refining, mining, or quarrying operations shall be permitted on any of the building sites subject to these covenants, nor shall oil wells, gas wells, tunnels, mineral excavations, shafts be permitted in any of the building sites covered by these covenants. Fuel oil storage tanks as part of heating equipment shall be permitted only if located underground and in full compliance with rules and regulations of any or all governmental agencies having jurisdiction. Above-ground storage of flammable and combustible liquids on the outside of buildings and screened areas is permitted when storage is accomplished in containers to comply with the rules and regulations of any and all governmental agencies having jurisdiction. Above-ground storage of flammable and combustible liquids in containers holding in excess of 1,000 gallons shall be permitted only upon written consent of the Architectural Control Committee. Bulk storage of liquids underground is only permitted so long as it is in compliance with the rules and regulations of all governmental agencies having jurisdiction.

4.21.1 The covenants herein, and this Declaration, shall run with the land and bind the present owner, its grantees and their successors and assigns, and all persons claiming under them, shall be taken to hold, agree and covenant with the owner of each building site, their successors or assigns, and each of them, to conform to the restrictions. Grantor, or the owners of any of the parcels of land on the premises within these Declarations, shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce the observance of the restrictions above set forth. In addition to ordinary legal action for damages, and the failure of Grantor and the owner of any other lots or lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be a waiver of the right to enforce any subsequent violation.

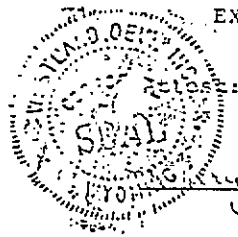
4.21.2 This Declaration, and its conditions and covenants, shall be binding upon all parties for a period of thirty (30) years from the date hereof and automatically shall be continued thereafter for successive periods of 25 years, except that the owners of seventy-five per cent (75%) of the lands subject to the Declaration (based on the number of square feet owned as compared to the total area) may release all or any part of the land so restricted from any one or more of said restrictions or may change or modify any one or more of said restrictions by executing and acknowledging an appropriate agreement in writing and filing the same in the office of the County Clerk of Laramie County, Wyoming. A recordable certificate by a registered land surveyor duly authorized to practice in Wyoming as to the square footage owned by the record owners as evidence of ownership and square footage thereof so owned.



4.21.3 Within thirty (30) days after any person has requested consideration of improvement or construction as required by this Declaration of the Architectural Control Committee shall notify such person of its approval or disapproval in writing in accord with the request made, and if such notification is not given within the (30) days after the expiration of the thirty (30) days, then the party requesting the approval may presume approval therefor.

4.22 Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED this 19th day of October, 1976.



WESTLAND DEV., INC.  
By

[Signature]  
Secretary

[Signature]  
Francis Ferguson, President

STATE OF WYOMING )  
 ) ss.  
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me this 19th day of October, 1976, by Francis Ferguson, President of Westland, Dev., Inc.



In witness my hand and official seal.

[Signature]  
Notary Public

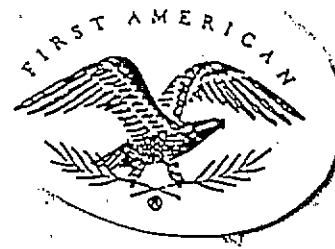
Commission Expires: September 7, 1977



RECORDED APR 14 1977 AT 8:55 O'CLOCK AM

434522

Reception No. JANET C. WHITEHEAD, Recorder  
AMENDMENT TO COMMERCIAL PARK PROTECTIVE  
COVENANTS FOR WESTLAND SUBDIVISION  
CHEYENNE, LARAMIE COUNTY, WYOMING



KNOW ALL MEN BY THESE PRESENTS:

These amendments to the conditions, covenants and easements apply to the commercial subdivision known as "Westland Subdivision" as the original Declaration was recorded October 21, 1976, in Book 1085 at Page 234 and following and by this instrument as executed this 30 day of March, 1977, by Westland Dev., Inc., hereinafter called the "Grantor", is hereby amended as follows:

A. Paragraph 4.3 is amended and restated as follows:

"Construction or alteration of any buildings shall meet the standards provided in this declaration. Exterior surfaces of all buildings or structures shall be of concrete, masonry, noncombustible approved metals, or lath and plaster, except walls of offices and the main entrances of any office building facing the front line shall have an exterior facing of brick, painted block, stone, flagstone, 10-year colored metal, moss-rock, pre-cast concrete products, architectural concrete, or appropriately decorated lath and plaster."

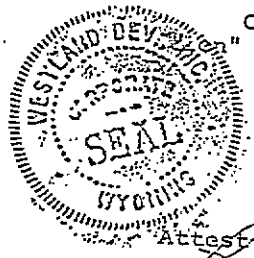
B. Paragraph 4.18, delete Subsection (b) which reads:

"No particles of lye ash exceeding 0.3 grains per cubic foot of lue gas at a stack temperature of 500 degrees fahrenheit."

C. Paragraph 4.21.1 should read with the word "Delcara-" corrected to "Declaration."

WESTLAND DEV., INC.  
By

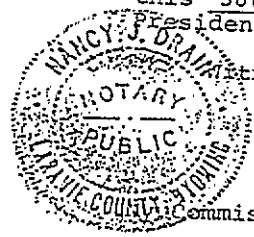
Francis Ferguson  
Francis Ferguson, President



Attest:  
[Signature]  
Secretary

STATE OF WYOMING )  
COUNTY OF LARAMIE ) ss.

The foregoing instrument was acknowledged before me this 30th day of March, 1977, by Francis Ferguson, President of Westland Dev., Inc.



Witness my hand and official seal.

[Signature]  
Notary Public

Commission Expires: March 2, 1981



CONSENT TO AMENDMENT

The undersigned, Fassett-Nickel Ford, Inc., being an owner therein, does hereby consent to the amendment of the Commercial Park Protective Covenants for Westland Subdivision, Cheyenne, Laramie County, Wyoming, to which this consent is affixed.

DATED this 30th day of March, 1977.

FASSETT-NICKEL FORD, INC.  
BY

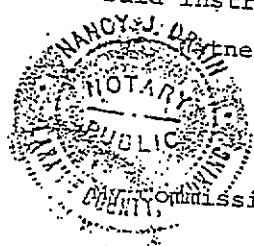
Jack M. Fassett  
President

Attest:

E. E. Nickel  
Secretary

STATE OF WYOMING )  
                          ) ss.  
COUNTY OF LARAMIE )

On this 30th day of March, 1977, before me personally appeared Jack M. Fassett, President of Fassett-Nickel Ford, Inc., who, being by me first duly sworn, did say that he signed the foregoing document in behalf of said corporation by authority of its Board of Directors and that said instrument is the free act and deed of said corporation.



Witness my hand and official seal.

Nancy J. Drain  
Notary Public

Commission Expires: March 2, 1981



CONSENT TO AMENDMENT

The undersigned, Carl Halladay, being an owner therein, does hereby consent to the amendment of the Commercial Park Protective Covenants for Westland Subdivision, Cheyenne, Laramie County, Wyoming, to which this consent is affixed.

DATED this 30th day of March, 1977.

Carl Halladay  
Carl Halladay

STATE OF WYOMING )  
                          ) ss.  
COUNTY OF LARAMIE )

The foregoing was subscribed and sworn to before me by Carl Halladay this 7<sup>th</sup> day of April, 1977.

Donald J. Shuman  
Notary Public

Commission Expires:  
EXP. FEB. 13, 1980