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ENGINEER'S CERTIFICATE

State of Wyoming } ss
 County of Laramie }
 I, T.H. Baldwin, Wyoming hereby certify that this map was made from notes taken during an actual survey made under my direction in February, 1953, that it correctly represents the lots, streets and alley as marked on the ground by iron pipe set at all lot corners and that the land embraced in this subdivision is all of Tract 6, Skyline Tracts, Laramie County, Wyoming.

T.H. Baldwin
 Engineer Wyo. Reg. # 19

DEDICATION

I know all men by these presents that Glenn A. Williams, owner in fee simple of the land embraced in this subdivision of the within described land does hereby declare the subdivision of said land as appears on this plat to be his free and voluntary act and deed and in accordance with his desires and does hereby dedicate to the use of the public forever all of the streets and alley as shown hereon. Dated this 3rd day of February AD. 1953.

Glenn A. Williams

Witness *Masterton J. Cole*

ACKNOWLEDGEMENT

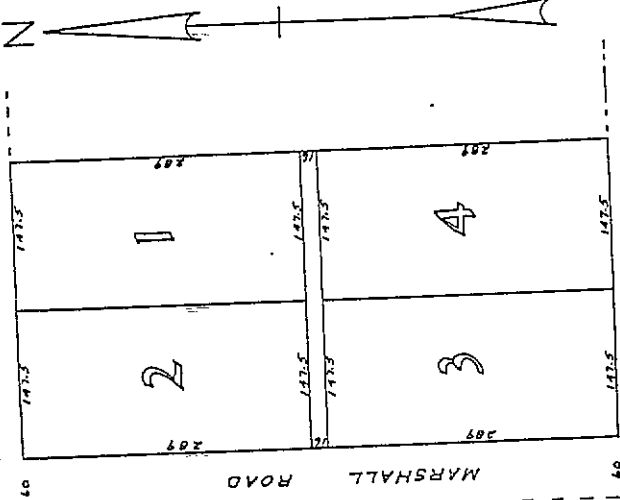
State of Wyoming } ss
 County of Laramie }
 On this 28th day of February, 1953, before me, a Notary Public in and for the State of Wyoming, personally appeared Glenn A. Williams to me known to be the individual described in and who executed the within and foregoing dedication and acknowledged said instrument to be his free and voluntary act and deed and for the purpose therein mentioned. In witness whereof, I have hereunto set my hand and affixed the seal of my office the day and year first above written.

Mrs. Lillian J. Cole
 Notary Public in and for the State of Wyoming
 Residing at Cheyenne, Wyo.

My commission expires June 19-1955

626771

The State of Wyoming } ss
 County of Laramie }
 This instrument was filed for record on the 4th day of March, 1953, at 10:30 A.M. in the office of the County Clerk of Laramie County, Wyoming, and duly recorded in Book 113, Page 115.



APPROVAL
 Approved by resolution of the City Commission of the City of Cheyenne, Wyoming, this 9 day of March AD 1953.

E. C. Clever
 Mayor

Approved by resolution of the Board of County Commissioners of Laramie County, Wyoming, this 3rd day of March AD 1953.

W. E. New
 Chairman

WILLIAMS SUBDIVISION
 A SUBDIVISION OF
 TRACT 6 OF SKYLINE TRACTS
 LARAMIE COUNTY, WYOMING
 Scale 1" = 100'

Feb. 1953





Number 37 Orvel C. Weaver
in re
415-587 Skyline Tracts

DECLARATION OF PROTECTIVE
COVENANTS

Dated March 28, 1946

Recorded Mar. 28, 1946 at
3:42 P.M.

KNOW ALL MEN BY THESE PRESENTS: That Orvel C. Weaver, of Cheyenne, Laramie County, Wyoming, the present owner of all Tracts in what is known as SKYLINE TRACTS, being a part of East 1/2 of Sec. 18- T. 14 N- Range 66 W in 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 \$5,000.00 when completed.

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

~~_____~~
~~_____~~
No residence shall be less than four rooms above the ground level.

Each residence shall have finished outside surface.

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

IN WITNESS WHEREOF, we have hereunto set our hands this 28th day of March, 1946.

Signed: Orvel C. Weaver.
One witness.

Acknowledged by Orvel C. Weaver, before Mark A. Chapman, a Notary Public in Laramie County, Wyoming, on March 28, 1946. Commission expires October 19, 1946. (Notarial Seal)

Reception No. 443741.

STATE OF WYOMING)
) ss:
COUNTY OF LARAMIE)

LARAMIE COUNTY CLERK
CHEYENNE, WY.

'96 DEC 12 PM 3 52

Edward M Clark and Joni K. Clark

194850

To

THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantors, of all lands described below located in Laramie County, Wyoming as the same is more particularly described to-wit:

Tract Five (5), Skyline Tracts, according to the official Plat thereof filed for record March 26, 1946 in Plat Cabinet 1, Slot 157, Official Records of Laramie County, Wyoming PLUS that portion of vacated Syracuse Road vacated by Resolution 941206-13 recorded December 12, 1994 in Book 1389, Page 614, Records of Laramie County, Wyoming;

(hereinafter "subject property") do hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of uses to which the subject property may be put:

1. RESTRICTIVE USE. The subject property shall be restricted by covenants contained in these Declarations. It is intended that the owners will have full enjoyment of the subject property, subject, however, to the covenants contained in these Declarations.

2. ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee for the subject property is constituted. This committee is composed of Edward M. Clark, Joni K. Clark and Chuck Graves, or their successors as provided for herein. All notices to the Committee required herein shall be sent to "Architectural Control Committee-Parcel J, c/o Edward M. Clark, 5211 Yellowstone Road, Suite 1, Cheyenne, Wyoming 82009" The committee may designate a representative to act for it. In the event of a vacancy due to the death, termination or resignation of any member, the remaining members shall have full authority to designate a successor.

3. PRIOR COMMITTEE APPROVAL REQUIRED. No construction or improvement of any type, including, but not limited to buildings, fences,



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outbuildings, parking lots or landscaping shall be placed or erected upon the subject property from and after the date of this Declaration until approval of the construction plans and specifications and a site plan showing the location of the structure has been applied for by written notice of intent to construct sent by certified mail, return receipt requested, to the Architectural Control Committee at the above address. The Committee shall consider each such application as to quality of workmanship and materials described, conformance with this Declaration and harmony of the exterior colors, exterior construction materials and finish grade elevations. The Committee shall advise the applicant in writing of its decision within sixty (60) days of receipt of the application. In the event that the Committee disapproves any submitted plan, it shall inform the applicant, in writing, of the specific basis for disapproval and the manner in which the applicant may amend such plan to secure approval.

3.1 In the event the Committee or its designated representative fails to approve or disapprove any such plan so submitted within sixty (60) days after receipt by the Committee, Committee approval will not be required and this particular related covenant shall be deemed to have been fully complied with.

3.2 In the event that any construction is commenced upon the property without having first secured Committee approval, the Committee may institute an action to enjoin such construction until Committee approval has been granted. The prevailing party in any such injunction action shall be entitled to recover its or their attorney's fees and costs of such action.

3.3 The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this provision, or any provision in this Declaration. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant, and any approval or permission granted by the Committee shall not in any way be construed to mean acceptance of any submission to any private or governmental agency.

4. USE OF PROPERTY. All construction shall be new and must comply with all applicable building, plumbing, electrical and mechanical codes, zoning laws and the minimum building standards as set forth in this Declaration. No structure shall be moved from any location outside the subject property onto any site on the subject property. All buildings and other structures existing as of the date of this Declaration may remain on the subject property.

4.1 No activity of a noxious or offensive nature may be conducted upon the subject property, nor shall any activity be permitted which may be or may



become a nuisance or annoyance as determined by the Architectural Control Committee.

4.2 No rubbish or junk will be permitted on the subject property, specifically junked vehicles, unlicensed vehicles, vehicles which are not in running condition or are in a state of disrepair, appliances, etc.

4.3 Trash, garbage or other waste shall be kept only in sanitary containers which shall be the type and kind that can be removed or emptied on a regular basis. 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.

4.4 No burning of any type of material shall be permitted at any time.

5. TEMPORARY BUILDINGS. No structure of a temporary character, trailer, modular, basement, tent, shack or barracks, shall be used on the subject property either temporarily or permanently. This covenant shall not restrict a builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting a structure or structures, provided that such buildings shall not remain on the site for more than one (1) year or completion of the project, whichever comes first.

7. MINIMUM SIZE. The principal building constructed on any lot subject to these Covenants shall have a minimum fully enclosed ground floor area, exclusive of porches, terraces and garage and basement, of Two Thousand (2000) square feet.

8. CONSTRUCTION REQUIREMENTS.

8.1 All buildings shall be constructed according to Uniform Building Code building requirements prevailing on the date the building is constructed.

8.2 Once construction is begun on any building, wall or fence on the subject property such construction shall be completed within one (1) year of the time such construction was begun.

8.3 All construction must be conducted in a manner to keep all dirt, gravel, debris, construction materials and waste secured to prevent them from blowing or being carried off-site. The Owner shall insure that he or his contractor does not allow any accumulation of trash or construction materials to exist for more than 72 hours period during the construction period.



9. **SET-BACKS.** No structure shall be located on the subject property nearer than thirty (30) feet from the lot line adjacent to Skyline Drive.

10. **DRAINAGE.** No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns which exist through the property as a whole. Any proposed changes to the property's natural or designed drainage patterns must be shown on any Owner's application for approval of construction and must include a complete written definition of all proposed drainage changes.

11. **HEIGHT RESTRICTION.** No structure, appurtenance, shrubbery, vehicle, trees or any visible thing of any sort shall be permitted to extend into, exist or occupy that defined airspace above the property described as:

The Mean Sea Level elevation of 6235.6, said elevation being defined as three (3') feet above the Northeast (NE) corner of said Tract 5, which point is also at the intersection of the centerline of that vacated portion of Syracuse Road and the intersection of the South right of way line of Skyline Drive, which is described at Book 1389, Page 614 of the Laramie County Clerk's records; said of North (Y) 85959.2 East (X) 597281.0, and a Mean Sea Level Elevation (Z) of 6232.6 as determined by vertical angles from the USGS Triangulation Station "Camel" which is defined as having coordinates of: (Y) 85489.80, East (X) 601418.92, and a Mean Sea Level Elevation (Z) of 6254.67.

12. **VEHICLES.** No vehicle shall be parked or permitted to remain on Skyline Drive for more than six (6) hours at any one time. Vehicles which are not in running condition or are in a state of disrepair shall not be parked anywhere on the subject property 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 adjacent to on the subject property.

13. **MINERALS.** No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon or in on the subject property, nor shall tanks, tunnels, mineral excavations or shafts be permitted upon or in on the subject property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon on the subject property.

14. **UNDERGROUND UTILITIES.** All utility lines from the easement to the structure shall be underground and the responsibility of the owner, builder and/or the utility company.

15. **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.

16. ENFORCEMENT. This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by Grantor, its successors and assigns, Grantee or by any owner of a Lot to be platted on the subject property 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 required of the Committee or owner in the proceedings either to enjoin violation or for the recovery of the damages. 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 Architectural Control Committee is in no way responsible for enforcement of the restrictions in this Declaration.

17. 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 12th day of December, 1996.

Edward M. Clark and Joni K. Clark, GRANTORS

Edward M. Clark
Edward M. Clark

Joni K. Clark
Joni K. Clark

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by Edward M. Clark and Joni K. Clark, known to me this 12th day of December, 1996.

Witness my hand and official seal.

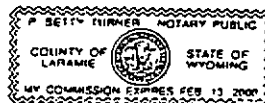
P. Betty Turner
Notary Public

My Commission Expires:

RECEIVED

DEC 12 1996

RISKE & ARNOLD PC



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BOOK 1439

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