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1271 N 15th Street
Laramie, WY 82072
307-745-3480

UNIFORM PROTECTIVE AND RESTRICTIVE COVENANTS

**Lots 6 through 23, Block 1, BJ2 Addition to the City of Laramie
Albany County, Wyoming**

BJ2 PARTNERSHIP, a Wyoming general partnership of Joe A. Ahrenholtz and Robert C. Routson, "Declarant", hereby declares that Lots 6 through 23, inclusive, Block 1, BJ2 Addition to the City of Laramie, Albany County, Wyoming, shall, for the purpose of enhancing and maintaining the attractiveness, desirability, and value of the residences therein, be subject to the following conditions, covenants, and restrictions:

- 1.01 **Exterior Appearance.** The exteriors of all residences, including doors, garage doors, gutters and down-spouts, and trim, and any exterior improvements, such as fences, shall be maintained in earth tones. Roofs shall be maintained in earth tones or in black or dark grey. Connecting residences (townhouses) shall be maintained in identical color schemes.
 - 1.02 **Exterior Maintenance.** Each Owner shall, at all times and at his sole expense, maintain the entire exterior of his residence, including fences, driveways, and sidewalks, in a good state of repair.
 - 1.03 **Landscaping.** Each Owner shall, at all times and at his sole expense, maintain all landscaping in a well-kept condition. No dead or unsightly growths and no weeds shall be permitted on any lot or parcel.
 - 1.04 **Detached Structures.** No detached structures of any type shall be constructed or erected on any lot or parcel.
 - 1.05 **Vehicle Parking.** All garages shall be maintained for vehicle parking (and incidental storage); no garage shall be converted to living area or to any other use. The width of driveways shall not exceed 30 feet; no additional vehicle parking pads, other than the permitted driveways, shall be constructed on any lot or parcel. Recreational vehicles, such as all-terrain type vehicles, boats, camp or horse trailers, motorcycles, motor homes, snowmobiles, etc., shall be parked or stored in the garage, except that such vehicles may be parked temporarily (for periods not to exceed 72 hours) in the driveway or on the street; this restriction does not apply to automobiles, pickup trucks, or sport-utility vehicles, which may be parked either in the driveway or on the street. No vehicle of any type shall at any time be parked in a yard.
 - 1.06 **Unsightly Items.** No equipment, disassembled motor vehicle, junk, or trash shall be kept or stored upon any lot or parcel. No portion of any lot or parcel shall be used for drying or hanging laundry.
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1.07 Garbage, Rubbish, & Trash. No garbage, rubbish, trash or other waste materials shall be kept or permitted on any lot or parcel, except in sanitary containers located in appropriate areas concealed from public view.

1.08 Nuisances. Nothing shall be done, maintained, or permitted on any lot or parcel which is or may become a nuisance to the neighborhood.

1.09 Quiet Possession. Every Owner and occupant of each residence shall have a right to quietly and peaceably enjoy, occupy, possess, and use his residence without any disturbance or interference by any person. No person shall disturb or interfere with any other person's right to a quiet and peaceable neighborhood.

1.10 Use of Easements. Each Owner shall, at all times and at his sole expense, maintain that portion of any drainage or utility easement within his property lines in good condition, and shall not construct or erect any improvement upon, nor permit any growth within, such easement which might interfere with the designed drainage or with the proper maintenance, repair, replacement, and use of any utility services located therein.

II. GENERAL

2.01 Enforcement. Any Owner of a lot or parcel shall have the right to enforce, by any proceeding at law or in equity, all conditions, covenants, and restrictions, now or hereafter imposed by these COVENANTS. The party prevailing in any enforcement action shall be entitled to recover his attorney's fees and costs of investigation and litigation. Failure by any Owner to enforce any condition, covenant, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2.02 Severability. Invalidation of any provision of these COVENANTS by judgment or court order shall in no manner affect any other provision in these COVENANTS or the enforceability thereof.

2.03 Amendments & Variances. These COVENANTS may be amended as to all lots, and a variance from these COVENANTS may be granted as to a particular lot or parcel, only by an instrument signed and acknowledged by the record Owners who own, in aggregate, not less than twelve (12) of the eighteen (18) lots governed by these COVENANTS, and shall become effective upon being recorded in the Office of the County Clerk of Albany County, Wyoming.

2.04 Effect. These COVENANTS shall burden and run with all lots and parcels, shall be binding on all persons having any interest, right, or title in such lots or any part thereof and upon the assigns, devisees, heirs, personal representatives, and successors of such persons, and shall inure to the benefit of each Owner of a lot or parcel.

Except where the context otherwise indicates, words in the singular shall include the plural, and words in the masculine gender shall include the feminine, and vice versa.

EXECUTED by the undersigned, being the Declarant herein, this 2nd day of October, 1997.

BJ2 PARTNERSHIP
a Wyoming general partnership

BY: *Joe A. Ahrenholtz*
JOE A. AHRENHOLTZ
Partner

BY: *Robert C. Routson*
ROBERT C. ROUTSON
Partner

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing UNIFORM PROTECTIVE AND RESTRICTIVE COVENANTS was acknowledged personally before me by JOE A. AHRENHOLTZ and ROBERT C. ROUTSON, being all the partners of BJ2 PARTNERSHIP, this 2nd day of October, 1997.

Witness my hand and official seal.

My commission expires: *Nov. 8, 1998*

Kimberly A. Raska
NOTARY PUBLIC