

**DECLARATION OF PROTECTIVE COVENANTS  
OF SILVER SAGE ESTATES FIRST ADDITION**

*Prairie View, LLC*

**ARTICLE ONE: PURPOSE AND OBJECTIVE**

1:01 Prairie View LLC is the owner of real property known as Silver Sage Estates First Addition pursuant to a plat recorded on the 4th day of March, 2015 as instrument number 2015-956, in the County Clerk and Register of Deeds, Albany County, State of Wyoming; and described as:

**SILVER SAGE ESTATES 1ST ADDITION**

THAT PROPERTY COMMONLY KNOWN AS LOTS 5 AND 6, BLOCK 1; LOTS 7 AND 8, BLOCK 2; LOTS 2, 3, 5, AND 6, BLOCK 3; LOTS 1, 2, 7, AND 8, BLOCK 4; LOTS 2, 3, 4, 5, AND 6, BLOCK 5 OF THE SILVER SAGE ESTATES 1<sup>ST</sup> ADDITION TO THE CITY OF LARAMIE, WYOMING LOCATED IN THE SW1/4 OF SECTION 3, T15N, R73W OF THE 6<sup>TH</sup> P.M., ALBANY COUNTY, WYOMING AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE S1/4 CORNER OF SAID SECTION 3 BEARS S 31° 34' 06" E 1484.95 FEET;

THENCE S 89° 58' 41" W 520.33 FEET;

THENCE N 00° 11' 04" W 356.57 FEET

THENCE N 89° 58' 41" E 360.00 FEET;

THENCE N 00° 13' 53" W 2.95 FEET;

THENCE N 89° 58' 41" E 160.04 FEET;

THENCE S 00° 13' 53" E 359.52 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 4.27 ACRES MORE OR LESS;

BASIS OF BEARINGS FOR DESCRIPTION IS GEODETIC NORTH AS DETERMINED BY GPS MEASUREMENTS.

AS WELL AS ALL DEDICATED PROPERTY FOR PUBLIC USE INCLUDING STREETS AND EASMENTS AS SHOWN ON THE RECORDED PLAT.

1.02 These covenants are to enhance and protect the value, attractiveness, and desirability of Silver Sage First Addition. To that end, Grantor hereby declares that the real estate contained within the Silver Sage First Addition shall be sold and conveyed subject to the following conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1.03 No provision contained herein, nor any amendment hereto, shall be construed to prevent or limit Grantor's right to complete development of the property and construction of improvements thereon.

## **ARTICLE TWO: DEFINITIONS**

Unless otherwise specified, words and phrases when used herein shall have the following meanings:

2.01 "Silver Sage First Addition" means the lands described in the original official Plat recorded in the County Clerk and Register of Deeds of Albany County as described in 1.01 above.

2.02 "Grantor" means Prairie View, LLC, a Wyoming limited liability company.

2.03 "Detached Dwelling" means a building and/or related structures customarily appurtenant to the primary residence.

2.04 "Lot" or "Parcel" means a platted parcel of land as identified in Paragraph 1.01.

2.05 "Owner" refers to the owner of record, whether one or more persons or entities of any dwelling unit or lot.

2.06 "Covenants" means this Declaration of Protective Covenants of Silver Sage First Addition, as amended from time to time.

## **ARTICLE THREE: ARCHITECTURAL AND HOME OWNER CONTROL COMMITTEE**

3.01 *ACC Committee*. The initial Architectural and Home Owner Control Committee (hereafter ACC) shall consist of Gary Espeland (President), Glenn Johnson and Jay Schaefer or their appointees or assigns. Thirty (30) days following the sale of the last Lot in Silver Sage First Addition, their membership on the ACC shall cease. Within 30 days after the last lot is sold, each lot owner shall become a member of ACC with one vote. The members shall hold an annual meeting during which a president of the ACC shall be elected and any other officers as desired by the members. Thereafter, a meeting shall be held at least annually at which time officers shall be elected. Any decision made by the ACC committee shall be made by majority vote, by written proxies or in person. A meeting of all ACC members may be convened at any time with notice of the meeting being provided all members fifteen days prior to the meeting. Each owner has the responsibility to provide and keep current to the President the owner's email address or such other means that makes it possible for the President to contact that owner.

a. The ACC officers may appoint a sub committee of at least three individuals to conduct such business as may be delegated by the ACC committee. Any business conducted by the subcommittee shall immediately be reported to the ACC committee.

3:02 The ACC shall also act as a Home Owner's Committee and shall have the right to levy monthly dues in an amount as approved by the majority of members, said dues to be utilized for the upkeep of any common area or similar property contained within the area or adjacent to the area of Silver Sage First Addition.

3.03 *Approval by ACC.* No building of any type shall be erected, placed or altered on any lot until it has been approved by the ACC and the City of Laramie. Any builder shall provide for ACC approval a final set of building plans for any structure to be placed upon the real estate identified in Paragraph 1.01.

3.04 *Variations.* The ACC shall have full authority to grant variances from these covenants in order to prevent undue hardship to any residential Lot Owner. The variance, if granted, shall not violate the appearance of the area or development or municipal code. Any variance shall be in writing and shall not be considered an amendment to these protective covenants.

3.05 *Time Within Which to Approve.* No buildings shall be erected, placed or altered until the building plans, specifications and plot plan, showing the location thereof, have been approved in writing by the ACC. In the event the committee fails to approve or disapprove such design and/or location within thirty (30) days after said plans and specifications have been submitted, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within sixty (60) days from the commencement of construction, which is defined as the date of the pouring of footings, it will be deemed that the buildings are in full compliance with these covenants.

#### **ARTICLE FOUR: RESTRICTION ON USES**

4.01 *General Use.* Each Lot shall be used only for a single family residence together with such structures as are customarily appurtenant to a single-family residence. All garages shall be at least the size of a double car garage.

4.02 *Animals.* No Owner shall have more than the number of the animals allowed by the Municipal Code of the City of Laramie, Owners must keep animals in a manner so as to avoid causing a nuisance to other property owners.

4.03 *Non Residential Structures.* No modular or other manufactured structure, mobile home, trailer, shack, garage, barn or other outbuilding or any structure of a temporary character, shall be used on any lot as a residence or dwelling, either temporarily or permanently. However, this covenant shall not restrict a building contractor or land developer from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of erecting and/or selling dwellings. The ACC shall have the authority to order the removal of said temporary structures whenever in its sole discretion the same have been on the premises an unreasonable length of time.

4.04 *Minimum Square Footage.* Any single level residential dwelling without a basement shall have a minimum, fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages, of 1000 square feet. All other residents, including but not limited to bi-levels and one and one-half or two story dwellings, shall have a minimum area devoted to living purposes, exclusive of porches, terraces and garages, of 1500 square feet.

4.05 *Maximum Building Height.* The maximum building height of any structure shall not exceed thirty-five (35) feet. All heights shall be measured at any cross sections of the structure from the initial grade of the home to the highest point of the structure immediately above. Minor projections such as chimneys or other structures not enclosing habitable space, but excluding solar collectors, shall be excluded in determining the maximum height.

4.06 *Roofs.* All roofs shall be made of composite or asphalt shingles.

4.07 *Solar Collectors.* Solar collectors are only permitted if approved by the ACC.

4.08 *Recreation Vehicles.* Recreation vehicles may not be stored unless placed within the garage of the dwelling. Recreational vehicles may be temporarily parked in a drive way or on the street in front of the dwelling, but for no more than three (3) days unless it is a visitor in which case the recreational vehicle may be parked in such location for up to seven (7) days. At no time shall a recreational vehicle be parked as to obstruct traffic on any street or roadway.

4.09 *Fencing.* Any fencing erected is subject to the approval of the ACC. Fences must not extend beyond the front corners of the Owner's home; no fencing of the front yard is permitted. All fences must be wood, vinyl or composite material.

4.10 *Quiet Enjoyment of Property.* No activity may be permitted on any Lot which would be a nuisance or annoyance to neighbors.

4.11 *Trash and Dumping.* No lot or portion thereof shall be used or maintained as a dumping ground for rubbish, trash, discarded appliances, pipe, wire, lumber, garbage or other waste of whatever description. No trash, garbage and/or other waste shall be kept upon any portion of any lot except in sanitary containers, suitably screened from view of all neighbors and all roadways.

4.12 *Vehicles.* No vehicles, including but not limited to inoperable and/or unlicensed cars, ay be parked or stored in view of neighbors or on any street or roadway. No trailer of any type with the exception of Recreational vehicles (see 4:08) shall be stored in view of neighbors or streets on a regular basis. Such vehicles may be temporarily parked in the drive way or in front of the residence but for no more than forty eight (48) hours.

4.13 *Maintenance.* The entire Lot, including improvements thereon, shall be kept and maintained by the Owner and all occupants in a clean, safe, attractive and sightly condition and in good repair. The burning of waste of refuse on the property is prohibited.

4.14 *Landscaping and Trees*. In order to enhance the long term value, appearance and enjoyment of the lands subject to these covenants, trees shall be planted on the Lots and the property shall be landscaped.

- a. Owner must replace any trees that have died within three (3) months.
- b. Builder/Owner shall landscape Property. No more than 75% of the front yard shall be low-water or xeriscape landscaping unless a variance is approved by the ACC. At least 25% of landscaping in the front yard shall consist of grass.
- c. Owner shall complete landscaping the front yard within sixty (60) days from when the certificate of occupancy is issued by the City of Laramie for the Owner's home and shall complete landscaping in the backyard within one hundred twenty (120) days of certificate of occupancy. In the event landscaping is delayed because of weather, owner shall immediately give ACC notice of the same and shall commence such activity as soon as reasonably possible.
- d. All front yards shall have installed at the time of landscaping an underground watering system and water service stubbed to the back yard.

#### **ARTICLE FIVE: GENERAL PROVISIONS**

5.01 *Commencement of Construction*. All purchasers of lots shall commence construction of the residence so approved by the ACC no later than eighteen (18) months from the date of closing.

5.02 These Covenants are to run with the land and shall be binding upon all Owners and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded after which time, said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Parcels has been recorded agreeing to change said Covenants in whole or in part.

5.03 Enforcement shall be by any proceeding at law or in equity against any Owner or persons violating or attempting to violate the provisions or restrictions of these Covenants.

5.04 Grantor and/or Grantor's successor and assigns intend to continue developing that real estate now owned by Grantor which is adjacent to Silver Sage Addition, 1st Filing. The Covenants, Conditions and Restrictions contained herein do not extend to additional filings that may occur from time to time by Grantor in the overall development of Prairie View Estates. However, by a vote of the majority of property owners of lots contained within the Silver Sage Addition, 1st Filing, these Covenants may be amended and/or changed to reflect provisions, either partially or in whole, of Covenants, Conditions and Restrictions contained within such additional filings.

5.05 Grantor and/or Grantor's successor and assigns shall have the right, within twenty four (24) months from the date of the recording of this Declaration of Covenants, Conditions and Restrictions of the Silver Sage Addition, 1st Filing, to make any changes in these conditions and restrictions, which Grantor deems, in Grantor's absolute discretion, beneficial to the owners of the lots contained within the Silver Sage Addition, 1st Filing and which do not alter the overall character of Silver Sage Addition, 1st Filing. By acceptance of deed or by entering into a purchase contract with Grantor, all Grantees shall be deemed to have delegated to Grantor the power and right to make changes in the Declaration of Covenants for a twenty-four (24) month period, after the initial filing date of the same. Any such changes shall be reduced to writing and filed with the Clerk of Records for Albany County, Wyoming.

Dated this 10 day of March, 2015.

PRAIRIE VIEW, LLC (GRANTOR)

Name: Jay Dee Schaefer

By: Jay Dee Schaefer

STATE OF WYOMING )  
                                  ) ss.  
COUNTY OF ALBANY )

Personally appeared before me, Jay Dee Schaefer, and who being duly sworn did state and acknowledge that he is a members and agent of Prairie View, LLC, and did further acknowledge that the foregoing Declaration of Protective Covenants is the free act and deed of Prairie View, LLC, on this 10 day of March, 2015.

Witness my hand and official seal.



Christine Marie Vaporis  
Notary Public

My Commission Expires: November 18, 2017

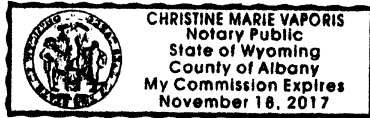
Gary Espeland

*Gary Espeland*

STATE OF WYOMING )  
 ) ss.  
COUNTY OF ALBANY )

Personally appearing before me Gary Espeland, who being duly sworn did state and acknowledge that he is a member and agent of Prairie View, LLC, and did further acknowledge that the foregoing Declaration of Protective Covenants of Silver Sage Estates First Addition is the free act and deed of Prairie View, LLC, this 11 day of February, 2015.

Witness my hand and official seal.



*Christine Marie Vaparis*  
Notary Public

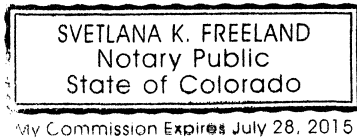
Glenn Johnson

*Glenn Johnson*

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Larimer )

Personally appeared before me Glenn Johnson who being duly sworn did state and acknowledge that he is a member and agent of Prairie View, LLC, and did further acknowledge that the foregoing Declaration of Protective Covenants of Silver Sage Estates First Addition is the free act and deed of Prairie View, LLC, all on this 13 day of February, 2015.

Witness my hand and official seal.



*Svetlana K. Freeland*  
Notary Public