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STATE OF WYOMING )  
 ) SS:  
COUNTY OF LARAMIE )

RECORDED 9/24/2005 AT 3:38 PM REC# 425627 BK# 1900 PG# 2029  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 7

SILVER SAGE DEVELOPERS, INC.  
To  
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS  
FOR  
ALLIANCE ADDITION 3<sup>RD</sup> FILING

KNOW ALL PERSONS BY THESE PRESENTS that SILVER SAGE DEVELOPERS, INC., a corporation organized under the laws of the State of Wyoming, being the owner in fee simple of the North 120 feet of the East 310 feet of Lot 12, Dell Range Addition, City of Cheyenne, Laramie County, Wyoming, has caused to the same to be surveyed, vacated and replatted and known as ALLIANCE ADDITION 3<sup>RD</sup> FILING, does hereby covenant, agree and make the following Declaration of Protective Covenants:

ARTICLE I: INTENT AND SCOPE OF COVENANTS

Section 1: INTENT. This Declaration of Protective Covenants is intended to facilitate and regulate the construction and placement of appropriate improvements within the subdivision, as well as the proper use of property, for the purpose of preserving and enhancing the value, desirability, and attractiveness of ALLIANCE ADDITION 3<sup>RD</sup> FILING.

Section 2: SCOPE. This Declaration of Protective Covenants applies to all of **Lots 1 through 6, Block One, Alliance Addition 3<sup>rd</sup> Filing, City of Cheyenne, Laramie County, Wyoming.**

ARTICLE II: DEFINITION OF FREQUENTLY USED TERMS

Section 1: "Committee" shall mean and refer to the Architectural Control Committee as established pursuant to Article VI of this Declaration of Protective Covenants.

Section 2: "Declarant" shall mean the present owner (Silver Sage Developers, Inc.) executing this Declaration of Protective Covenants.

Section 3: "Owner" shall mean and refer to the record owner(s), whether one or more persons, of fee simple title to any Lot (or in the event of a "Contract for Deed" transaction involving any Lot, the Purchaser(s) thereunder) but, excluding those having such interest solely as security for the performance of any obligation, in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof.

Section 4: "Subdivision" shall mean and refer to all of the real property within Alliance Addition 3<sup>rd</sup> Filing subject to this Declaration of Protective Covenants as described above in Article I, Section 2 above.

ARTICLE III: USES AND RESTRICTIONS

Section 1: Principal Use: It is intended that the Lots within the Subdivision shall be used and occupied as single family residential use only. No structure shall exceed two stories in height with a private garage appurtenant thereto.

Section 2: Architectural Restrictions: The design of dwellings shall provide for uniform quality of workmanship and materials consistent with other dwellings; harmony of external design with existing or planned structures; and site location with

respect of topography and finished grade elevations which will blend existing and planned structures within the subdivision. Each building plan will be submitted to the Architectural Control Committee for review and approval in accordance with Building shall otherwise comply with ARTICLE V: STANDARDS RELATING TO IMPROVEMENTS prior to the start of construction. Submittal shall include building elevations and materials, building location on plot plan, finished lot elevation and grades, and exterior color scheme. The committee will review each plan to ensure conformance with the architectural restrictions.

Section 3. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood. Occupancy conditions may be considered to be a nuisance to adjacent property owners resulting from activities of burning, noise, vermin, health hazards, pollution, odors, undesirable animals or their maintenance and insect pests developing as a condition because of the nature of maintenance or care of the property.

Section 4. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for storage and disposal or such materials shall be maintained in a clean and sanitary condition. Removal of such refuse from the premises shall be accomplished at intervals of not less than twice each month. No individual water supply system or sewage waste disposal system shall be permitted on any lot.

Section 5. Maintenance of Surface: Earth or gravel shall not be removed from the surface of the premises except for improvement of the leveling on the tract involved. Landfill shall be earth only and shall not include trash, refuse, junk, construction debris or similar materials. Stable conditions or the soil and vegetation shall not be destructively destroyed or disturbed nor shall the surface drainage patterns be changed except in a fully engineered manner which will provide adequate recognition of soil conservation requirements. All damage to soil and vegetation shall be immediately restored to a stable condition.

Section 6. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, except that during the period of construction of a permanent residence on the premises, there may be erection of temporary facilities. Such facilities shall be limited to a single period of six months beginning with the first day of erection, on-site location or the exterior storage of materials to be utilized for permanent facility construction and at the expiration of such six-month period there shall be a final removal and cleanup of such temporary facilities.

Section 7. Parking and nonoperative Vehicles and facilities: Parking of trailer-campers, truck-campers, bus-campers and other wise large vehicles such as stock trucks and trailers shall be limited of a period of 72 hours when parked on the street in front of a residence or a parking area between the front building line and the street. The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not such a location for storage from one season to another while not in seasonal use. Said vehicles shall be parked in an on the front driveway or any parking area between the side building line of any residence and the property line or a parking area between the rear building line of any residence and the rear property line. Vehicles which are not in running condition or are in a state of despair shall not be parked on the street in front of a residence or in an on-the-front-driveway or on any parking area between the front, side or rear building line and the corresponding property line of any residence for a period of more than 24 hours at any one time or as a repeated matter of practice. Autos, truck, trailers and other similar vehicles shall under no circumstances be parked or stored outside of closed buildings whether in front of the lot or upon any portion thereof unless such vehicles are either in closed buildings or carry current Wyoming vehicle registration. Similarly, construction equipment, farm implements, industrial equipment

and machinery, or salvage items or their components shall not be stored outside of closed building.

Section 8. Signs: One sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period are allowed. No other sign shall be permitted without prior written approval of the Architectural Control Committee and subject to a reasonable right of disapproval by adjoining neighbors, after notice.

Section 9. Fencing: There will be no front yard fencing except for decorative fencing such as two-rail and split-rail fencing. All fencing in the front yard shall require Architectural Control Committee approval prior to construction. On corner lots, the back-yard fencing shall be no closer to the street than the front building line or the adjacent lot or 25 feet setback whichever is less. Corner lots or lots adjoining more than one street or cul-de-sac lots may have 10' side yard setback upon the Architectural Control Committee written approval.

Section 10. Livestock and Poultry: No animals, livestock or poultry or any kind shall be raised, bred, or kept on any lot, except that no more than two dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

Section 11. Landscaping: No xeriscape landscaping, water concerns, gravel, etc. will be permitted on any lot in the subdivision. There will be no front yard fencing, except that small unobtrusive portions or aesthetically pleasing fencing might be allowed in connection with a total landscape plan, which would require the approval of the Architectural Control Committee. Front yard landscaping is to be done within six months of completion of home. If for any unusual conditions this cannot be done, approval by the Architectural Control Committee will be required.

Section 12. Utilities: All permanent utilities will be underground. No overhead wires are allowed. No water wells shall be permitted.

## **ARTICLE V: STANDARDS RELATING TO IMPROVEMENTS**

Section 1. Dwelling Size and Quality: Each single story dwelling exclusive of porches, terraces and garages on the above described lots; shall have a minimum of finished living area of 1100 square feet; Story and a half dwellings shall have a minimum of 1200 square feet; Two story dwellings shall have a minimum of 1100 square feet of living area of which not less than 700 square feet shall be finished on the first level. Tri-Level dwellings shall have a minimum of 1000 square feet of finished living area. Bi-Level dwellings shall have a minimum first floor finished living area of 900 square feet. It is understood that these minimum area requirements shall be determined by measurement of the framing dimensions of the living quarters only and are exclusive of basement area.

Section 2: Additional Criteria For Home Exterior: Unless otherwise approved by the Committee in writing, a home constructed on any lot must have no less than five percent (5%) of the exterior surface covered with appropriate masonry, stone, and/or dry vit® (or similar type of exterior insulated finish system), exclusive of fireplace chimneys. Roofing materials must be approved by the Committee and may include "T-lock" and/or laminated asphalt shingles with minimum twenty-five (25) year manufacturer warranty, shake shingles, Woodruff® shingles (or equivalent brand), tile, or other roofing products approved by the Committee.

Section 3: Attached Garages: All dwellings on any Lot shall have no less than a two (2) car attached garage or a house plan design for attached garage space equivalent in size of a two (2) car garage.

Section 4. Building locations:

(A) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines required by the City of Cheyenne. In any event, no building shall be located on any lot nearer than twenty five (25) feet to the front lot line or nearer than five (5) feet to any side lot line, and no nearer than twenty (20) feet to any rear lot line. Corner lots shall afford a ten (10) foot side yard clearance to the street side.

(B) No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building.

Section 5: Maintenance of Homes, Improvements, and Lots: All Owners shall maintain or provide for the maintenance of homes and improvements upon their Lot. Lots shall be kept free from noxious weeds, which, in the reasonable opinion of the Committee, constitute a nuisance or are likely to spread to neighboring property.

Section 6: Rebuilding or Restoration: If any residence or other improvement is destroyed in whole or in part by fire, windstorm, or from some other cause, it must be rebuilt or all debris must be removed and the Lot restored to a slightly condition. Any such rebuilding or restoration must be commenced within three (3) months after the damage or destruction occurs and, thereafter, diligently pursued to completion within a reasonable time – not to exceed one (1) year after the date of damage occurred unless a longer period is otherwise approved by the Committee due to unusual circumstances.

## **ARTICLE VI: ARCHITECTURAL CONTROL**

Section 1: Architectural Control Committee: An Architectural Control Committee for the Subdivision is hereby constituted. The Committee shall consist of two (2) members. The initial Committee shall consist of James M. Frauendienst, President and Rachel Frauendienst, Secretary-Treasurer, of Silver Sage Developers, Inc. executing this Declaration of Protective Covenants. All notices to the Committee required herein shall be sent to:

Architectural Control Committee – Alliance Addition 3<sup>rd</sup> Filing  
c/o Silver Sage Developers, Inc.  
1740H Dell Range Blvd. #423  
Cheyenne, WY 82009

All Committee actions or decisions shall be by majority vote. The Committee may designate a representative to act for it, which representative may or may not be a member of the Committee. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to any compensation of any kind for services performed pursuant to this covenant. In the event of a vacancy due to death, termination, or resignation of any member, the remaining member(s) shall have full authority to designate a successor in which case notice of the successor's identity shall be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.

The approval or consent of the Committee or its representative on matters properly coming before it shall be conclusive and binding on all Lot Owners and/or other interested persons. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any governmental official, commission, or agency. During the construction phase, or at any other applicable time, Owner shall be solely responsible for obtaining any and all permits, applications, or other written instruments required by any private, public, or governmental agency.

Section 2: Submission to Committee: No home or outbuilding shall be constructed or erected on any Lot within the Subdivision until the submission requirements in the following Section have been complied with and the Committee has approved the submission data.

Section 3: Submission Requirements: Prior to the initial construction of a home or outbuilding, the Owner must submit the following data to the Committee:

- a. A plan for the proposed home or outbuilding which shall include the following information: square footage, floor plan, drawings of exterior elevations of the structure, and specifications describing external colors and materials including the roofing material.
- b. A site plan of the Lot showing the location of all proposed structures.
- c. Any other information as may be required by the Committee in order to ensure compliance with the requirements contained herein.

Section 4: Approval Standards and Procedures: The Committee shall consider the submission data in light of the requirements, intent, and spirit of this Declaration of Protective Covenants. Approval shall be based upon, among other things: compliance with the terms provided for in ARTICLE V: STANDARDS RELATINING TO IMPROVEMENTS, reasonable aesthetic appeal (including colors, materials, and designs); the proposed location of the home or outbuilding in relation to the topography, the roads, and the adjacent Lots; and conformity and harmony of the proposed home or outbuilding and/or the use of Lot with the intent and spirit of all provisions in the Declaration of Protective Covenants.

The Committee shall inform the applicant of its decision within twenty (20) days of the submission of all the required data. In the event the Committee disapproves of any submitted plans, the Committee shall, if requested, make reasonable efforts to assist and advise the applicant in achieving an acceptable submittal. The denial of any submission shall be accompanied with a written statement of the basis for the denial.

**The Committee or its representatives shall not be liable for any claims, charges, or damages of any nature whatsoever by reason of any approval or disapproval by the Committee or its representatives with respect to any submission made pursuant to these Covenants.**

Section 5: Renovations: No substantial alteration or renovation of the exterior of any home or outbuilding situated on a Lot shall be performed without receiving Committee approval of the same after complying with Article VI, Section 3, hereinabove.

Section 6: Commencement and Completion of Approved Construction: Once the Committee has approved plans for construction, it is expected that construction shall commence within six (6) months from the date of approval. If construction has not commenced within six (6) months from the date of approval, said approval shall be deemed expired and the submission and approval process will have to be reinitiated. Once construction begins, any home or improvement or alteration thereto approved by the Committee shall be diligently pursued to completion. All homes and other improvements on any Lot shall be substantially completed within one (1) year after commencement of construction, unless the Committee establishes a longer period at the time of the approval of the construction plans.

## ARTICLE V: GENERAL PROVISIONS

Section 1: Enforcements and Remedies: These Covenants, conditions, and restrictions may be enforced by any legal or equitable Owner(s), or by the Committee, or the Declarant and their successors and assigns, by appropriate proceedings at law or in equity against those persons violating or attempting to violate any Covenant(s). 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 prevailing party in any proceeding regarding these Covenants shall be entitled to reasonable attorney's fees incurred by the Owner(s), Committee, or Declarant in any proceedings either to enjoin a violation or for the recovery of the damages. The failure to enforce or cause the abatement of any violation of 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 these Covenants.

Although it is a right, it is neither the obligation nor the responsibility of the Committee or Declarant to prosecute violations of these Covenants on behalf of any Owner(s). Under no circumstances shall an Owner bring any claim, demand, or action against the Committee or Declarant relating in any way to a violation of the Covenants by another Owner. In the event that the Committee or Declarant is brought into any legal proceeding regarding these Covenants, with or without litigation, the Committee or Declarant shall be entitled to all costs and expenses, including reasonable attorney's fees, from the party instituting said proceeding.

Section 2: Duration and Amendment: The Covenants and restrictions of this Declaration of Protective Covenants shall run with and bind the Subdivision for a term of twenty (20) years from the date this Declaration of Protective Covenants is recorded in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated at the end of any such period by written vote of two-thirds (2/3) or more of the then record Owners.

This Declaration of Protective Covenants may be amended in whole or in part by a written instrument executed by two-thirds (2/3) or more of the then record Owners. Any termination or amendment must be recorded in the Office of the Clerk and Recorder of Laramie County, State of Wyoming, PROVIDED HOWEVER THAT THIS DECLARATION OF PROTECTIVE COVENANTS MAY NOT BE AMENDED FOR A PERIOD OF FIVE YEARS FROM THE DATE THEY ARE FILED WITH THE LARAMIE COUNTY CLERK OF DEEDS WITHOUT THE CONSENT OF THE COMMITTEE.

Whenever a vote of the Owners is required in this Declaration of Protective Covenants, an Owner shall be entitled to one (1) vote for each Lot owned. Two or more persons owning a Lot (e.g., joint ownership by husband and wife, etc.) shall collectively be entitled to one (1) vote per Lot.

Section 3: Benefits and Burdens: The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarant and the Owners of the Lots located within the Subdivision and their respective heirs, successors, personal representatives, and assigns.

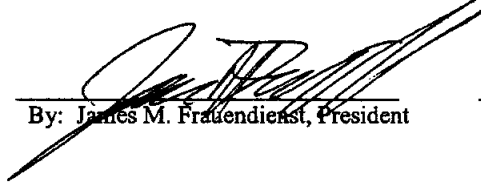
Section 4: Severability: Invalidation of any one of the provisions or restrictions in this Declaration of Protective Covenants by judgment of Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

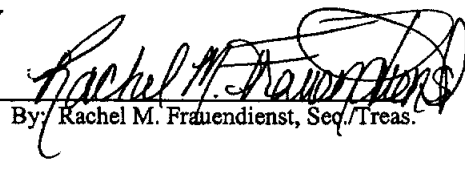
Section 5: Variances: Variances to any of the Covenants contained herein may be granted by the Committee as appropriate in special cases and circumstances, at the sole discretion of the Committee, on an extremely limited case-by-case basis. The Committee must approve any and all variances in writing.

Section 6: No Liability: Neither Declarant, the Architectural Control Committee, Silver Sage Developers, Inc., James M. Frauendienst, Rachel M. Frauendienst, or any successors or assigns of the aforementioned shall be liable for damages or otherwise liable to anyone or to any Owner by reason of mistake in judgment, negligence, nonfeasance, or for any act or omission whatsoever arising out of or in any way related to any of the covenants or provisions in this "Declaration of Protective Covenants" in its entirety including, but not limited to, the approval, disapproval, or failure to approve any plans, specifications, or variance.

IN WITNESS WHEREOF, this Declaration of Protective Covenants has been executed this 8<sup>th</sup> day of August, 2005.

SILVER SAGE DEVELOPERS, INC., Grantor

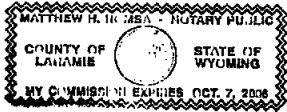
  
By: James M. Frauendienst, President

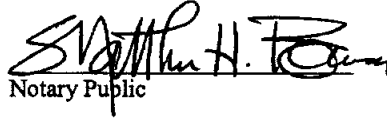
  
By: Rachel M. Frauendienst, Sec./Treas.

STATE OF WYOMING )  
 ) ss.  
COUNTY OF LARAMIE )

The foregoing "Declaration of Protective Covenants for Silver Sage Estates" was acknowledged before me by James M. Frauendienst and Rachel M. Frauendienst in their capacities as officers for the respective corporate members of Silver Sage Developers, Inc., this 8<sup>th</sup> day of August, 2005

Witness my hand and official seal.



  
Notary Public

My Commission Expires: 10-7-06



# SUBDIVISION SETUP FORM

Subdivision Proper Name ALLIANCE ADDITION 3RD FILING

Received from STEIL SURVEYING SERVICES LLC

Grantor SILVER SAGE DEVELOPERS INC Document Date 05/23/05

Grantee IN RE ALLIANCE ADDITION 3RD FILING

Legal Description S120'N150'E310' TR12 DELL RANGE ADD

## SUBDIVISION INFORMATION

Short Alpha Name ALLIANCE ADD 03F Number 2957

Block Name BLOCK Lot Name LOT

Replats Previous Platting Y/N Defunct Subdivision Y/N

Covenants Book/Page \_\_\_\_\_ Old Hard Copy Book/Number \_\_\_\_\_

## ABSTRACTING INFORMATION

For suffix 40-69 (Existing Parcels Affected)

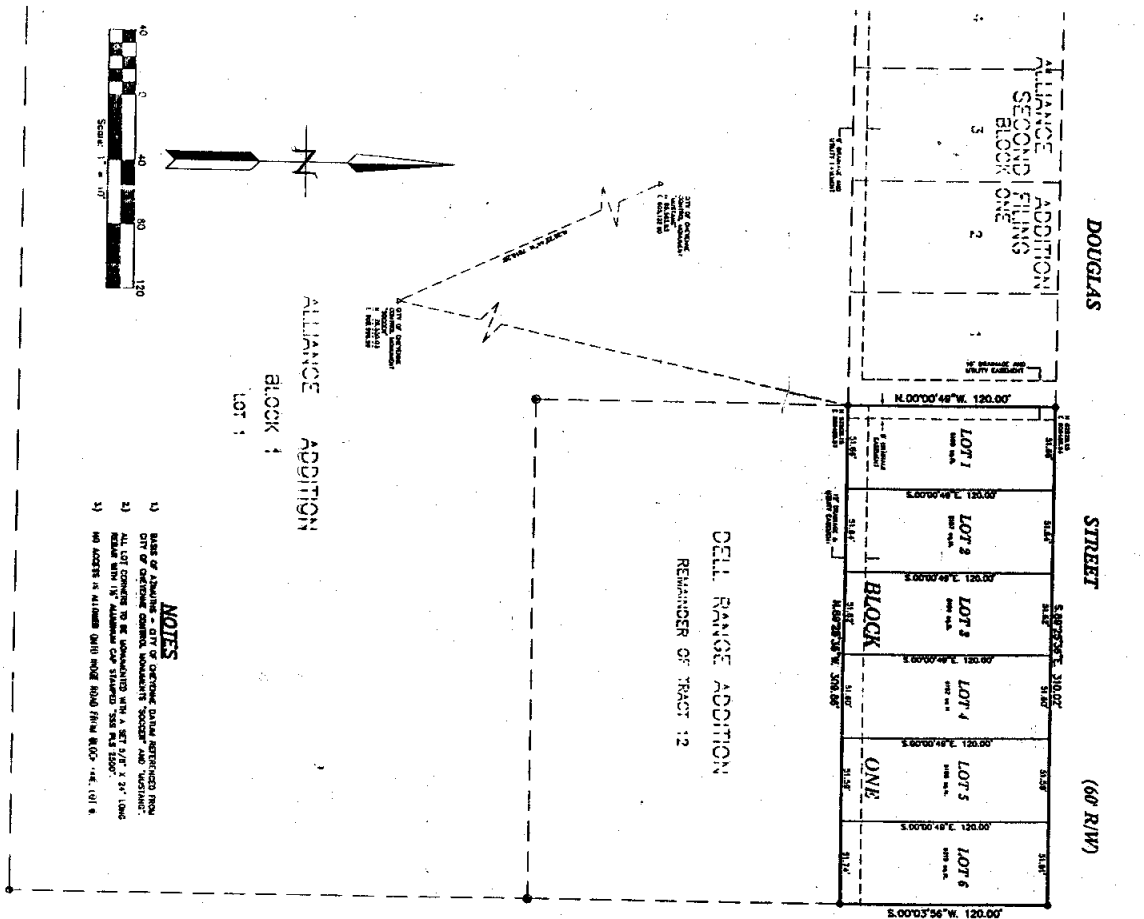
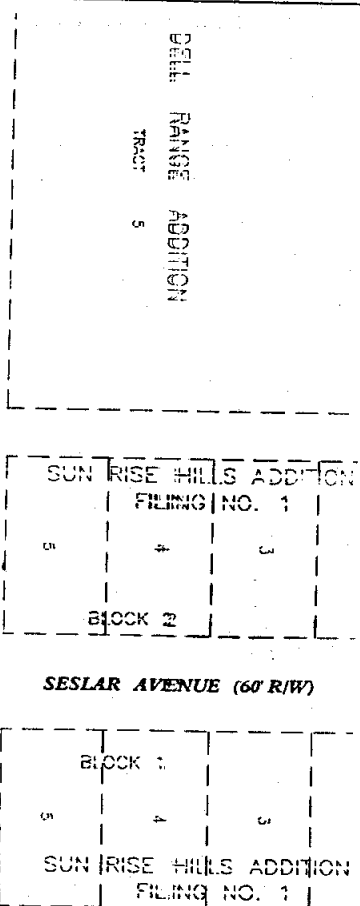
TWN/SUBD	RNG/BLOCK	BEGIN SEC/LOT	END SEC/LOT	R/V SW
<u>1200</u>	<u>NONE</u>	<u>12</u>	_____	_____
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For suffix 70-99 (New Parcels Created)

BLOCK #	BEGIN LOT	END LOT	BLOCK #	BEGIN LOT	END LOT
<u>2957</u>	<u>1</u>	<u>6</u>	_____	_____	_____
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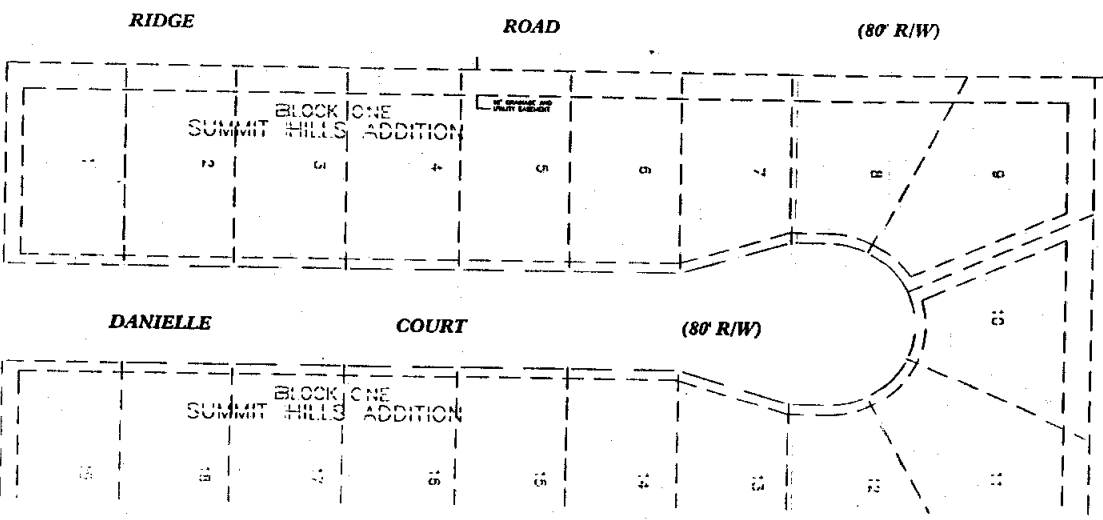
020-045 (R12/01)

6/21



- NOTES**
- 1) BASE OF ADJACENT CITY OF CHEYENNE DATA REFERRED TO.
  - 2) ALL LOT CORNERS TO BE MONUMENTED WITH A SET 3/4" X 3/4" LIME REBAR WITH AN ALUMINUM CAP STAMPED "S&S R/S 2004".
  - 3) NO ACCESS TO ADJACENT DUBO WOOD ROAD FROM BLOCK 12. (10' S)

CARLA DRIVE (60' R/W)



- LEGEND**
- 1/4" X 3/4" LIME REBAR WITH AN ALUMINUM CAP STAMPED "S&S R/S 2004"
  - 3/4" X 3/4" LIME REBAR WITH AN ALUMINUM CAP STAMPED "S&S R/S 2004"
  - 1/2" X 1/2" LIME REBAR WITH AN ALUMINUM CAP STAMPED "S&S R/S 2004"
  - CITY OF CHEYENNE CONTROL MONUMENT

CARLA DRIVE (60' R/W)

**DELL RANGE ADDITION**  
TRACT 6

**DEDICATION:**

KNOW ALL PERSONS BY THESE PRESENTS THAT: Steve Sage Developers, Inc., a Wyoming Corporation, owner in fee simple of the South 120' feet of the North 150' feet of the East 1/2 of Section 12, Township 12N, Range 60E, Laramie County, Wyoming, has caused this plat to be prepared and recorded for the purpose of dedicating to the public the right of way for the street shown on this plat to the three feet and four feet in accordance with the laws of Wyoming and to the three feet and four feet in accordance with the laws of Wyoming.

Steve Sage Developers, Inc., a Wyoming Corporation

*[Signature]*  
Secretary/Treasurer

**ACKNOWLEDGEMENT**

STATE OF WYOMING )  
COUNTY OF LARAMIE ) SS

I, the undersigned, Notary Public, do hereby certify that the above and foregoing plat was duly recorded for the purpose of dedicating to the public the right of way for the street shown on this plat to the three feet and four feet in accordance with the laws of Wyoming and to the three feet and four feet in accordance with the laws of Wyoming.

My Commission Expires: 11/10/20

*[Signature]*  
Notary Public

**APPROVALS**

Approved by the Cheyenne-Laramie County Regional Planning Commission this 21st day of July, 2004.

*[Signature]*  
Development Director

Approved by the City Council of the City of Douglas, Wyoming, this 21st day of July, 2004.

*[Signature]*  
Alyson, City Clerk

**CERTIFICATE OF SURVEYOR**

I, John A. Stahl, Registered Professional Land Surveyor in the State of Wyoming, hereby state that this plat of the Dell Range Addition and Block 12 was prepared from the original field notes and field notes of a field survey conducted by me or under my direct supervision during the month of June, 2004. That the plat and survey of the land described herein is to the best of my knowledge and belief true and correct.

*[Signature]*  
John A. Stahl  
Professional Land Surveyor

**ALLIANCE ADDITION 3rd FILING**

THE SOUTH 120' OF THE NORTH 150' OF THE EAST 1/2 OF TRACT 12, DELL RANGE ADDITION, LARAMIE COUNTY, WYOMING.  
PREPARED AUGUST, 2004

**STEL SURVEYING SERVICES, LLC**  
PROFESSIONAL LAND SURVEYORS  
102 WEST 19th STREET, P.O. BOX 2872  
PHILMONT, WY 82401