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Description No. JANET C. WHITEHEAD. Record--

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by BBP Enterprises, Ltd., a Limited Liability Company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Cheyenne, County of Laramie, State of Wyoming, which is more particularly described as:

Lots 1 through 5, Block 1; Lots 1 through 12, Block 2; and Lots 1 through 5, Block 3; all in Centennial Heritage Subdivision, City of Cheyenne, Laramie County, Wyoming.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

PARTY WALLS

Section 1. General Rules of Law to Apply. If a wall is built as a part of the original construction of townhomes upon the Properties and placed on the dividing line between the

Lots, it shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall must restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of

this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be made by a majority of all the arbitrators.

ARTICLE II

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the architectural committee composed of the Declarant. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE III

USE RESTRICTIONS

Section 1. Maintenance of Grounds. The grounds, including without limitation, the lawns, shrubs, trees, sidewalks and porches shall be maintained by each lot owner in a proper manner which is homogeneous with all other Properties subject to this Declaration.

Section 2. Maintenance of Buildings. Each lot owner shall provide exterior building maintenance on each lot which

is subject hereto as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, fences, porches, and other exterior improvements. Such maintenance will maintain the homogeneity of the construction, appearance, color, material and condition of all units in the total structure, and is subject to ARTICLE II - ARCHITECTURAL CONTROL.

Section 3. Easements. Easements for installation and maintenance of utilities, drainage facilities and for drive-ways are reserved at actual location of utilities. Within these easements, no new structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the movement of vehicles in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by each lot owner, except for those improvements for which a public authority or utility company is responsible.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 5. 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.

Section 6. Parking and Non-Operative Vehicles and

Facilities. Parking of trailer-campers, truck-campers, bus-campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours, when parked on the street. The parking of boats and trailers on the 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 in seasonal use. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street for a period of more than 24 hours at any one time as a repeated matter of practice.

Section 7. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, 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.

Section 8. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and do not become a nuisance.

Section 9. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each owner is responsible for the removal of his own garbage.

Section 10. Antennas. No Owner shall place a T.V., radio, citizens band radio, or any other such antennas on any

improvement or on any lot without the prior approval of the Architectural Committee.

Section 11. Commercial Use. Any improvement on any Lot may only be used for the purposes allowed in the Zoning Ordinances of the City of Cheyenne at that time. The Zoning Ordinances must be changed prior to any use of any improvement for a business or commercial purpose. Notwithstanding the foregoing, no noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the designated area, by reason of unsightliness or excessive emission of odors, dust, fumes, smoke, glare, vibration, radiation, noise or excessive traffic.

Section 12. Enforcement. Any lot Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

Section 13. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 14. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by seventy-five percent (75%) of the Lot Owners. Any amend-

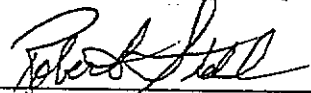


ment must be recorded.

Section 15. Construction Requirements. No mobile homes, house trailers or prefabricated structures shall be permanently placed upon any lot. All buildings to be placed on any lot shall be constructed on said lot; all modular buildings are prohibited. All plans for buildings and other improvements shall first be approved by the Architectural Committee, its successors and assigns.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 23<sup>rd</sup> day of December, 1983.

BBP ENTERPRISES, LTD., A  
Limited Liability Company

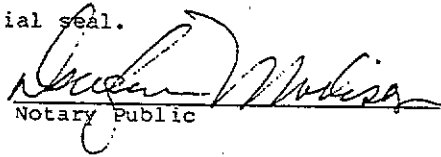
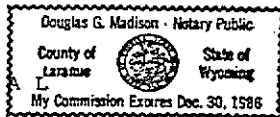


Member

STATE OF WYOMING )  
                          ) ss.  
COUNTY OF LARAMIE )

I hereby certify that the foregoing instrument was acknowledged before me by Robert A. Steel on this 23<sup>rd</sup> day of December, 1983.

Witness my hand and official seal.

  
Notary Public