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LARAMIE COUNTY
CHEYENNE, WY.

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GERTSCH HOMES

DECLARATION OF PROTECTIVE COVENANTS 9/20/93 3:08 PM

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The undersigned, being owner in fee simple of the following described property in Laramie County, Wyoming to-wit:

Lots 1- 12, Block 1, CHEYENNE PEAK SUBDIVISION,
a residential subdivision in the City of Cheyenne,
Laramie County, Wyoming

do hereby make this Declaration of Protective Covenants applicable to all areas designated for single family residences within the described area.

1. Land Use: No lot shall be used except for a one-family residential dwelling and no building shall be erected, altered, placed or permitted to remain on any lot other than the unit above authorized along with a private garage appurtenant thereto. No structure shall exceed two stories in height, plus its roof assembly.

2. Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structure, and location with respect to topography and finish grade elevations. All construction shall be new and may not be transported to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing. Approval shall be as provided in paragraph 16.

3. Dwelling quality and size: No dwelling shall be permitted on lots 1 through 8, Block 1, in which the ground floor of the main structure, exclusive of porches and garage, is less than 1200 square feet of finished living area above grade on a single story or bi-level home, 1200 square feet of finished living area on the top 2 floors of a tri-level or quad-level home, and 800 square feet on the main floor with 1600 square feet of finished living area above grade in a two-story home. No dwelling shall be permitted on lots 9 through 12, Block 1, in which the ground floor of the main structure, exclusive of porches and garage, is less than 1100 square feet of finished living area above ground on a single story or bilevel home, 1100 square feet of finished living area on the top 2 floors of a tri-level or quad-level home, and 700 square feet on the main floor with 1400 square feet of finished living area above grade on a two-story home.

Exterior treatment of homes on lots 1 through 12, Block 1, shall include not less than 30% masonry on the front side of any home, with roofing materials to be of a quality equal to or better than Tamco Heritage II shingles on Lots 1 through 8 and T-locks on lots 9 through 12. Exterior colors shall be in harmony with the earth tones of the surrounding area.

4. Building Locations: No building shall be located on any lot nearer to any lot line than the minimum building setback lines provided by City ordinance restrictions.

5. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, 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 ways in the easements, or which may obstruct or retard the flow of water through drainage way in the easements, other than those facilities required by the governing body of the City of Cheyenne, or their agencies, in the replating process. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

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except for those improvements for which a public authority or utility company is responsible.

6. Nuisances: No noxious 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.

7. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at anytime as a residence either temporarily or permanently. No such structure shall be placed on any lot within this subdivision without approval of the architectural control committee. Approval shall be as provided in paragraph 16.

8. 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 in front of a residence or a parking area between the front building line and the street.

The parking of boats, trailers, campers or recreational vehicles 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 shall not be left parked in such a location for more than 72 hours.

Vehicles which are not in running condition or are in a state of disrepair 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 building line of any residence and the street, for a period of more than 24 hours at any one time or as a repeated matter of practice.

9. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, or 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.

10. Oil and Mining Operation: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. Livestock and Poultry: 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.

12. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Household 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.

13. Water Supply: No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards, recommendations and approval of the proper authorities.

14. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet of the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Architectural Control Committee: The Architectural Control Committee is composed of the following: C.K. Gertsch, Paul H. Gertsch, A. Jeanne Gertsch, all of Cheyenne. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall

BOOK 415

RECORD: MAR. 21. 1946. 2:43 P.M.

SECTION NO. 448741 L.S. 2007. 2nd Ed.
DECLARATION OF RESTRICTIVE COVENANTS

587

KNOW ALL MEN BY THESE PRESENTS: That Orvel C. Weaver, of Caspiano, Laramie County, Wyoming, the present owner of all tracts in what is known as SKYLINE TRACTS, being a part of East 1/8 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 subject to and with the restrictions, conditions, 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 created upon any tract or tracts shall cost not less than \$5000.00 when completed.

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

No tract or building shall be sold to or occupied by any person not of the caucasian race.

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 herunto set our hands this 2nd Day of March, 1946.

Witness:

Will Chapman

Orvel C. Weaver

THE STATE OF WYOMING)SS
COUNTY OF LARAMIE)

On this 2nd day of March, 1946 before me personally appeared Orvel C. Weaver, to be known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the same as his free act and deed.
Given under my hand and notarial seal this 2nd day of March, 1946.



Will Chapman
Notary Public

My commission expires October 1946