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STATE OF WYOMING)
)
COUNTY OF LARAMIE) ss:

HEARTLAND HOME BUILDERS, INC.
To
THE PUBLIC

**DECLARATION OF PROTECTIVE COVENANTS OF
CHEYENNE STREET CONDOMINIUMS**

KNOW ALL MEN BY THESE PRESENTS, that Heartland Development, Inc., Grantor, the owner of Cheyenne Street Condominium subdivision, an addition to the City of Cheyenne, Laramie County, Wyoming, located upon real property described as follows:

The South one-half (S1/2) of Tracts Seven (7) and Eight (8), Sunnyside Addition, Second Filing, City of Cheyenne, Laramie County, Wyoming.

EXCEPT that portion conveyed to the State Highway Commission of Wyoming in Warranty Deed recorded November 30, 1977 in Book 1103, Page 1255, Records of Laramie County, Wyoming, more particularly described as follows:

Beginning at the southwest corner of said Tract 8; thence N.0°08'59.53"E., along the west boundary of said Tract 8, a distance of 302.43 feet; thence S.89°37'02.18"E., a distance of 27.53 feet; thence S.0°08'43.1"W., a distance of 302.44 feet, more or less to a point on the south boundary of said Tract 8; thence N.89°35'19.78"W., along said south boundary of said Tract 8, a distance of 27.55 feet, more or less to the point of beginning.

does hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of use to which the Units within Cheyenne Street Condominium Subdivision ("the Subdivision") may be put:

1. INTENT. It is the intent of these covenants to protect and enhance the value, desirability and attraction of the subdivision; to protect Unit owners from development and use of other Units within the subdivision which may depreciate the value and/or restrict the use of their Unit(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the Units and improvements of the subdivision; to encourage the construction and maintenance of appropriate improvements; to insure and encourage the provision of adequate and suitable landscaping and to provide a non-profit corporation owner's association which shall maintain and insure the common areas and assess Unit owners for the costs of such maintenance and insurance. The restrictions imposed by these covenants are intended to be kept to a minimum while preserving the right of Unit owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger. It is the further intent to provide by these covenants that disturbance of the natural environment be kept to a minimum.

For all purposes herein, the term "Unit" refers to a separate four-plex structure and the real property upon which it sits as set forth and described in the Final Plat of

this subdivision filed for record in Plat Cabinet 8, No. 69, Laramie County Clerk's Office. All other real property within the subdivision shall be "Common Area."

2. **OWNERS ASSOCIATION.** The ownership of any Unit subject to this Declaration shall impose and confer upon any such Owner the obligations and benefits of membership in Cheyenne Street Condominium Association, Inc., a Wyoming non-profit corporation, (the "Association"). The Association shall maintain, manage and insure certain real and personal property assets in, on and appurtenant to the Subdivision ("Common Area"), including fencing, parking areas, common trash disposal areas, sidewalks and lawns and shrubs; enforce this Declaration; assess its members for the costs of management and maintenance of the common areas; provide an organizational entity for other activities of the Unit owners and promote the common interests of its members. The administration of the Association shall be in accordance with the provisions of this document, the Articles of Incorporation and with the Bylaws.

The initial monthly assessment to be imposed upon Unit owners shall be determined by the Association, but shall not exceed Seventy-Five Dollars (\$75.00) per month per Unit, such assessment to commence on the 1st day of the first month following conveyance of such Unit by the Grantor herein to a Unit owner. Determination of the amount of monthly assessments shall be made on at least an annual basis at a regular meeting of the Association.

3. **RESTRICTIVE USE.** All Units within the Subdivision shall be known and described as Four-Plex Rental Units and will be restricted by covenants contained in these Declarations. Units shall be used and occupied as residential units only. The owners of Units within the subdivision shall have full enjoyment of the Units, subject, however, to the covenants contained in this Declaration. All present or future owners, tenants or future tenants, or any other person that might use the facilities of the project in any manner, are subject to the provisions of this document; and the mere acquisition or rental of any of the units of the project or the mere act of occupancy of any of the units shall signify that the provisions of this document are accepted and ratified. These Covenants shall be incorporated by reference into all leases of dwelling units within any Unit. Unit owners shall provide a copy of this Declaration to all tenants who enter into a lease of a dwelling unit within any Unit.

4. **USE OF UNITS.** No activity of a noxious or offensive nature may be conducted upon or in any Unit and any separate dwelling unit within a Unit in the subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. All dwellings, buildings and other improvements are to be kept in a state of good general condition and repair at all times. Television antennas are prohibited. Specialty antennas utilized for purposes other than television must be approved by the Board of Directors. Television satellite dishes may be allowed, but their size shall be limited to nineteen inches (19") in diameter and their location and the screening design must take into account adjacent Unit owners' views and the views from the public roadways which serve the subdivision. Approval for the installation of satellite dishes must be obtained by the Board of Directors prior to any installation.

No Unit nor the adjacent sidewalks or street shall be used or maintained as a dumping ground for rubbish or junk, specifically junked vehicles, unlicensed vehicles, vehicles which are not in running condition or are in a state of disrepair or appliances and similar objects. Trash, garbage or other waste shall be kept only in sanitary containers. All sanitary containers or disposal equipment shall be of the type and kind that can be removed and/or emptied on a regular basis. No burning of grass, weeds, trash, construction materials, waste or any other material of any sort shall be allowed at any time. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises.

No business activity or home occupation uses shall be permitted upon any Unit in the subdivision. This restriction shall not apply to residential offices within a Unit utilized by the Unit owner only. No such use which causes additional traffic or parking impact by employees or customers of such business use shall be permitted.

No Unit nor any portion thereof shall be rented by the owner for transient purposes, which shall be defined as (a) rental for any period less than 30 days. Other than the foregoing obligations, the owners of the respective Unit shall have the absolute right to lease their Unit and the separate dwelling units therein, provided that all leases are made subject to the covenants and restrictions contained in this Declaration and further subject to the Bylaws and regulations of the Association.

All watering of scrubs, trees and grass shall be controlled by the Association in the manner deemed most appropriate. No Unit owner may interfere with or interrupt the application of water to landscaping on the Unit's site by the Association's facilities.

5. **OUTBUILDINGS.** No shed, lean-to, canopy or other structure shall be constructed within the subdivision without the express written prior consent of the Board of Directors.

6. **LANDSCAPING.** The Association shall be responsible for the continued maintenance of landscaping of the Common Area. The Association shall contract for such services and assess its members for the costs thereof.

No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns that exist through the subdivision as a whole.

7. **SIGNS.** Except for signs installed by the Grantor which identify the subdivision, no sign of any kind shall be displayed to the public view on any Unit except for temporary signs of not more than five square feet advertising the Unit for sale.

8. **PETS AND ANIMALS.** Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. Pets must be under the control of the Tenants of the Unit Owner at all times and will not be allowed to run free. No livestock or fowl of any kind shall be permitted in any Unit. A maximum of two (2) dogs and/or cats will be allowed to reside in any dwelling unit

within a Unit. All Unit owners shall insure that any pets kept by the Unit Owner's Tenants shall not be a nuisance to any other Unit Owner or Tenant. Outdoor pet kennels or dog runs shall not be permitted.

9. VEHICLES. No vehicles, except private passenger automobiles, light-duty trucks and/or vans and recreational-type vehicles, shall be parked or stored on the Common Area of the subdivision. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the Common Area, on the road in front of the subdivision or anywhere within the subdivision more than 72 hours at any one time or as a repeated practice.

10. FENCING. No fencing of any sort beyond that originally installed by Grantor shall be permitted within the subdivision except upon the prior written approval of the Board of Directors.

11. BINDING EFFECT; EXTENSION; AMENDMENT. This Declaration and all restrictions set forth herein and in the Agreement attached hereto and incorporated herein runs with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended, except for ¶ 4 hereof, at any time, by an instrument signed by at least a majority of the then owners of the Units agreeing to amend this Declaration in whole or in part and recorded upon the deed records of the Clerk of Laramie County, Wyoming.

12. ENFORCEMENT. This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the owner of any Unit subject to this Declaration or the Association by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. 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 party found to have violated this Declaration shall be responsible for the reasonable attorney's fees incurred by the Committee, the Association or Unit owner in such proceedings. The failure to enforce or cause the abatement of any violation of this Declaration and 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 this Declaration. The Board of Directors is in no way responsible for enforcement of the restrictions in this Declaration.

13. SEVERABILITY: Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect."

Dated this ____ day of August, 2003.

Heartland Home Builders, Inc., GRANTOR
By:

James O. Woods III
James O. Woods, III, President

Edna M. Woods, Secy.
Secretary

STATE OF WYOMING)
)
COUNTY OF LARAMIE) ss.

The foregoing Declaration was acknowledged before me by James O. Woods, III and Edna Woods, known to me to be the President and Secretary respectively of Heartland Home Builders, Inc., a Wyoming corporation, who affirmed that they were executing such document by the authority granted to them by the Board of Directors of Heartland Home Builders, Inc. and on behalf of Heartland Home Builders, Inc., this 8th day of August, 2003.

Witness my hand and official seal.

Anna L. Barnett
Notary Public

My Commission Expires:

