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State of Wyoming )  
 ) SS:  
County of Laramie )

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COPY TO ASSESSOR *HW*

LARAMIE COUNTY CLERK  
CHEYENNE, WY.

Keizer Cottages, Inc., a Wyoming Corporation  
to  
THE PUBLIC

'98 JUL 23 PM 1 46

**DECLARATION OF PROTECTIVE COVENANTS**

Lots 1 through 33, Block 2  
and

Lots 35 through 47, Block 2  
The Cottages North

A Replat of Tract 1 and Tract 6, Storey Acres  
City of Cheyenne, Laramie County, Wyoming

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Keizer Cottages, Inc., a Wyoming Corporation, being the owner in fee simple of Lots 1 through 33, Block 2, and Lots 35 through 47, Block 2, The Cottages, City of Cheyenne, Laramie County, Wyoming, does here by make this Declaration of Protective Covenants applicable to all the described property.

1. **Land Use and Building Types.** No lot shall be used except for residential purposes for the construction of single family dwellings or townhouse units with associated garages.

2. **Architectural Control.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a site plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and location with respect to topography and finish grade elevations. All construction shall be new and no building or buildings may be removed from another location to any site within this subdivision. Approval by the Architectural Control Committee shall be as provided in paragraph #15.

3. **Building Quality and Size.** No building shall be permitted on any lot in which the total livable area of the residential structure, exclusive of porch and garage, is less than 800 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.

Exterior colors and exterior construction materials of all dwellings must be approved, in writing, by the Architectural Control Committee.

4. **Minimum Size and Building Locations.**

A. No building shall be located on any lot in conflict with the regulations of the City of Cheyenne or in conflict with rules and regulations promulgated by the Architectural Control Committee.

B. For the purposes of this covenants, eaves, steps, and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building, to encroach upon another lot.

5. **Restrained Activities-Owners Association:** In order to regulate and keep conformity of design, all major repairs, maintenance, decorating and yard upkeep shall be governed by an informal association of all lot owners. Each lot owner shall have one vote and a majority of lot owners shall rule on a given question. In the event that a controversy arises and a determination cannot be made, the matter shall be referred to the Architectural Control Committee whose decision shall be final. No owner shall be allowed to engage in the hereinafter described "Restrained Activities" without consent of a majority of the lot owners:

A. RESTRAINED ACTIVITIES:

1. **Alteration of Exterior Design:** It shall be a restrained activity to remove, replace, repair or alter roofing, gutters and downspouts, walls, concrete porches, sidewalks and driveways, and landscaping or any other exterior feature which would change the appearance of the building or front yard.

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Lots 1 - 33, Blk. 2, and Lots 35-47, Blk. 2, The Cottages North

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a. All roofs will be black T-lock singles. All exterior trim originally white, garage doors and front fences, will remain white. Colors for the bodies of the buildings (exclusive of the trim) will be at the discretion of the individual owners. If siding is replaced it must be of a similar type of steel siding as when originally built.

b. **Mandatory Repairs:** In the event of damage or destruction of any or all properties covered by these covenants, the damaged property shall be promptly repaired or reconstructed at the cost of the present owner. Repairs and reconstruction must be completed in such a way as to not change the outward appearance of the building or retaining walls.

c. No total xeriscape landscaping, desert landscaping, gravel, etc., will be permitted on any lot in this subdivision. A grass area must be maintained on the front of the lot.

d. No fence, wall or solid hedge shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line, except the fencing to be erected during the initial construction by Keizer Cottages, Inc. to enclose utility boxes within the front yards. Back yard fences shall be no higher than six feet.

6. **Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on public record. Within these easements, no 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 the flow of drainage channels in the easements. No owner shall be allowed to alter the final grade of the property or otherwise obstruct surface drainage. No plantings that require watering are recommended within five feet of the foundation.

7. **Street Access and 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 lines. No tree shall be permitted to remain within such a distance to such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

8. **Nuisances:** No obnoxious 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.

9. **Temporary Structures:** No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage, or barn shall be used on any lot at any time as a residence, either temporary or permanent. However, this covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structure whenever the same has been on the premises an unreasonable length of time, or in any other way, has become a nuisance.

10. **Parking and Non-Operative Vehicles and Facilities:** Parking of trailers, campers, recreational vehicles and otherwise large vehicles 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 and trailers on the street or on any parking area between the front building line of the 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 in seasonal use.

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.

11. **Signs:** No sign of any kind, on any lot, shall be displayed in public view 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 periods.

12. **Oil and Mining Operations:** 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.

*Handwritten initials*

**Protective Covenants**  
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**13. Livestock and Poultry:** No animals, livestock or poultry of 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.

**14. Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish, trash and garbage. Garbage and all waste shall be kept in sanitary containers.

**15. The Architectural Control Committee:** The Architectural Control Committee shall be composed of the following persons: Dale Keizer, Sharon Keizer, and Paul Frauendienst. The committee may be contacted in writing at P. O. Box 482, Cheyenne, Wyoming 82003. 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 have full authority to designate a successor. None of the members of the committee, nor their designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. After 10 years from the date of this instrument, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee , or to amend any powers or duties of the committee.

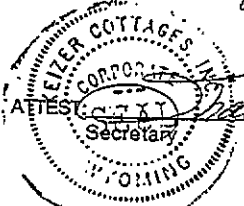
**16. Procedure:** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to review the plans or issue a written approval or disapproval within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

**17. Term:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

**18. Enforcement:** In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area or the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages; and in addition, to recover from the party so violating such protective covenants, reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery of the damages. The Architectural Control Committee is in no way responsible for the enforcement of the restrictions in this declaration.

**19. Severability:** Invalidation of any of these covenants 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 23<sup>rd</sup> day of July, 1998.



KEIZER-COTTAGES, INC.

by Dale M. Keizer  
Dale M. Keizer, President

STATE OF WYOMING )  
                          )SS:  
COUNTY OF LARAMIE)

The foregoing DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me by Dale M. Keizer as President of Keizer Cottages, Inc., a Wyoming Corporation  
this 23rd day of July, 1998. WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 5/26/02

Jean M. Yanchek  
Notary Public

