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COPY TO ASSESSOR

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State of Wyoming)
)
County of Laramie)

LARAMIE COUNTY CLERK
CHEYENNE, WY.

Heritage Construction Company, Inc.
To
THE PUBLIC

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220819

Date _____

DECLARATION OF PROTECTIVE COVENANTS
CRESTRIDGE, 2ND FILING
BLOCK 13, LOTS 13 THROUGH 26
CRESTRIDGE, 6TH FILING
BLOCK 12, LOTS 2 THROUGH 8
City of Cheyenne, Laramie County, Wyoming

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Heritage Construction Company, a Corporation in the State of Wyoming, being the owner in fee simple of Crestridge, 2nd Filing and Crestridge 6th Filing, an addition to the City of Cheyenne, Laramie County, Wyoming, does hereby make this Declaration of Protective Covenants applicable to all the described property located in Phase Two.

Crestridge 2nd filing, Block 13, Lots 13 through 26
Crestridge 6th Filing, Block 12, Lots 2 through 8

1. One Family residences: The use of said lands as platted thereof shall be restricted to a single family residential use and/or townhouses and duplexes. No structure shall exceed two stories in height with a private garage appurtenant thereto.

2. Architectural Restriction: 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 to topography and finished grade elevations which will blend existing and planned structures within the subdivision.

Lot grading and drainage will conform with the approved subdivision grading plan.

Each building plan will be submitted to the Architectural Control Committee for review and approval prior to the start of construction. Submittals shall include building elevations and materials, building location on plot plan, finished lot elevations and grades, and exterior color scheme. The Committee will review each plan to ensure conformance with the architectural restrictions.

3. 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 1000 square feet; a story and a half dwelling shall have a minimum of 1200 square feet; two story dwellings shall have a minimum of 1300 square feet; area, of which not less than 650 square feet shall be finished on the first level. 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.

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Each dwelling shall be constructed with a minimum of an enclosed two car garage with a minimum of 400 square feet.

Exterior colors and exterior construction materials of all dwellings must be approved, in writing, by the Architectural Control Committee. Unless otherwise approved, the exterior surface of a dwelling must have no less than 10% of the total square footage of the main level, covered with appropriate masonry, inclusive of exterior fireplaces.

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.

(B) For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building.

5. 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 of 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.

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

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 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.

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 7 days when parked on the street in front of a residence.

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 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 7 days 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 either 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 implement, industrial equipment and machinery, or salvage items or their components shall not be stored outside of closed buildings.

9. 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.

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

11. 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.

12. Utilities: All permanent utilities will be underground. No overhead wires are allowed.

13. 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 thirty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

14. 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.

15. Architectural Control Committee: The Architectural Control Committee is composed of the following persons: William E. Dolan and Jane R. Renfro. 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 member shall have full authority to designate a successor. None of the member of the

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committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, 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 withdraw from the committee or restore to it any of its power and duties.

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 specification 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. Landscaping: No xeriscape landscaping, water concerns, gravel, etc. will be permitted on any lot in this subdivision. There will be no front yard fencing, except that small unobtrusive portions of aesthetically pleasing fencing might be allowed in connection with a total landscape plan, which would require the approval of the Architectural Control Committee. Landscaping of the front of the lot from the lot line back 30 feet 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.

18. 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.

Heritage Construction Co., Inc.

by William E. Dolan Pres.
William E. Dolan
President

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing DECLARATION OF PROTECTIVE COVENANTS ON CRESTRIDGE, 2ND FILING, was acknowledged before me by William E. Dolan this 11th day of March, 1998.
WITNESS MY HAND AND OFFICIAL SEAL.

Jane Renfro
Notary Public

My Commission Expires: 6-2-01

