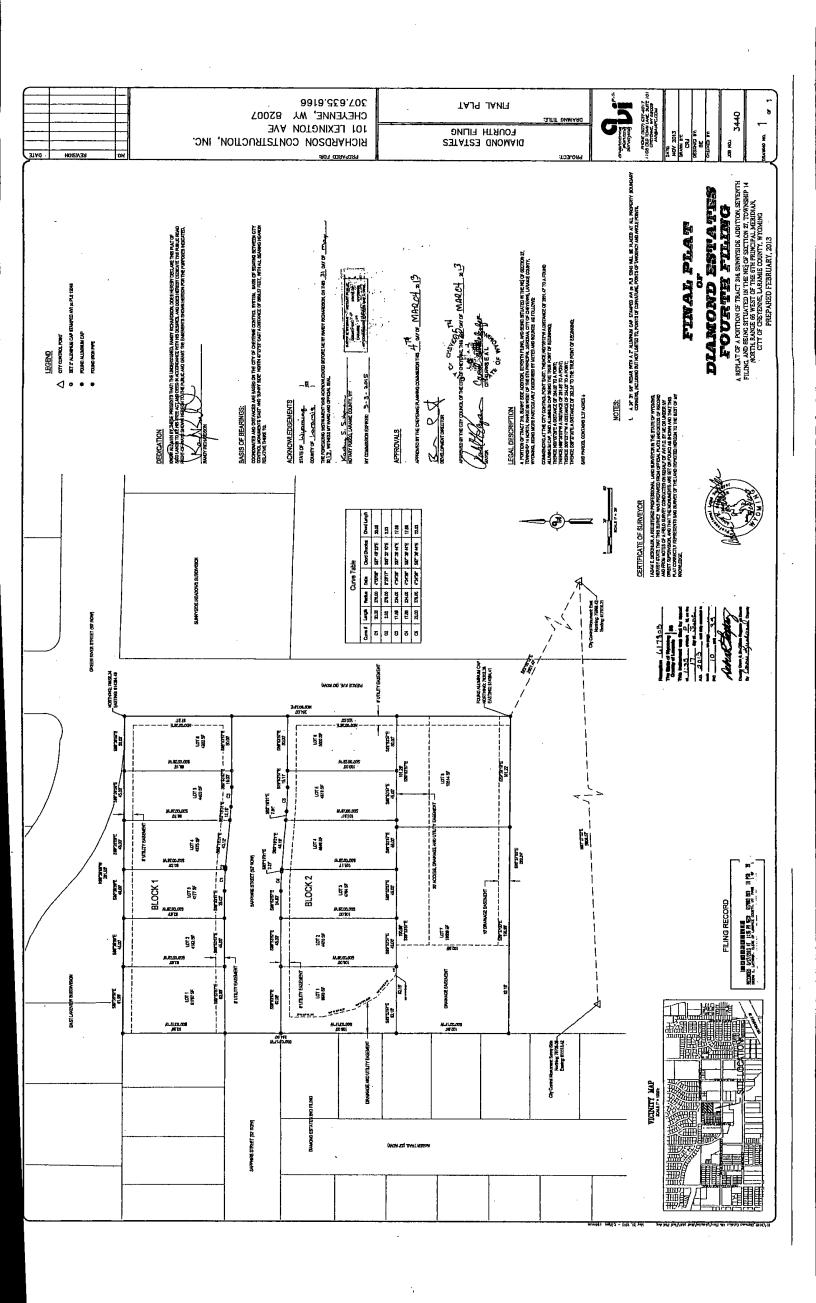


These documents are provided by First American Title as a courtesy to you. Should you have any questions regarding these documents, please contact your Realtor or a Real Estate Attorney.

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.



## Richardson Homes, Inc. Declaration of Protective Covenants

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

Lots 1-6, Block 1, Lots 1-8, Block 2, Diamond Estates, 4<sup>th</sup> Filing, 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 with the described area.

- 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 constructions plans and specifications and a plan showing the location so the structure have been approved by the architectural control committee as to qualify of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevations. All constructions shall be new and may not be transported to any site within the subdivision. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall no front yard fencing. Exterior colors and exterior construction materials of all dwellings must be approved.
- 3. Restrained Activities: Restrained activities shall include the following:
  - a. Altering exterior design from original construction.
  - Changing the exterior colors or characteristics of one attached home in conflict with the other attached home.
  - Landscaping must be maintained in the front of the home to include grass, xeriscape rock, and decorative ground coverings.
  - d. In the event of damage or destruction of any or all properties covered by these covenants, the damage shall be promptly repaired or reconstructed at the cost of the present owner of the affected property or properties.
- 4. 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 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 replatting process. The easement area of each lot and all improvement in it shall be maintained continuously by the owner of the lot, except for those improvement for which a public authority or utility company is responsible. This restriction shall not be deemed to prohibit landscaping, fencing, driveway surfaces in said easements, as long as they conform with City ordinance restrictions.

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.

Temporary Structures: No structure of a temporary character, trailer, basement, rent, 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.

Parking and Non-Operative Vehicles and Facilities: Parking of trailers, campers, truck campers, bus campers and otherwise large vehicles such as stock trucks and trailers including non-licensed vehicles, shall not be permitted, 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 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 on driveway or on any parking area between the building line of any residence and the street or alley, for a period of more than 24 hour at any time or as a repeated matter or practice.

Signs: No signs 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 for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Oil and Mining Operation: No oil drilling, oil development operations, oil refining, quarry 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.

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.

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 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.

Architectural Control Committee: The Architectural Control Committee is composed of Richardson Homes, Inc., and assigns, neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this

Terms: 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 (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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.

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 covenant either to restrain the violating such projective covenants reasonable attorney's fees required in the proceedings either to enjoin the violation or for the recovery of damages.

Severability: Invalidation of any one 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 ThisDay of20	-	
Randy Richardson, President	-	
The State of Wyoming County of Laramie		
The forgoing Declaration of Protective Covenants	was acknowledged	d before me
Randy Richardson, President	-	
Richardson Homes, Inc.,		
Witness my hand and official seal this	Day of	_20
Notary	-	
My commission expires	_	