

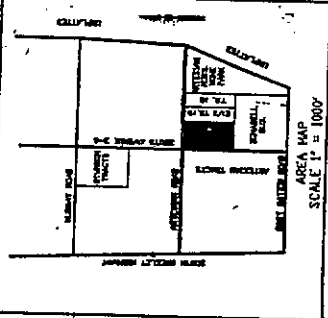


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SURVEY DONE FOR  
GARY JOHNSTON LSE 1846  
504 ARTESIAN ROAD  
CHEYENNE, WYOMING 82007



**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING  
COUNTY OF LARAMIE  
I, Donald H. Hopkins, a Professional Engineer and  
Land Surveyor, registered in the State of Wyoming,  
hereby certify that this plat was made from  
notes of a survey made under my direction and  
completed on the 17 day of March, 1994, and  
that said survey is accurately represented on  
this plat as staked in the field.



**LAND DESCRIPTION**

LOT 1, DOVENSPIKE SUBDIVISION, AND THE SOUTH 378.09' OF TRACT 20,  
ARTESIAN TRACTS, LARAMIE COUNTY, WYOMING.

**DEDICATION**

Know all men by these presents that the undersigned owner  
for that the land embraced in this plat does  
dedicate to the subdivision of the described land is  
with his free consent, knowledge, and in accordance  
with his dearing and do hereby declare to the public the road shown  
and grants the easements for the purpose indicated.

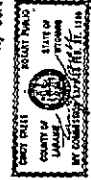
GARY D. JOHNSTON

**ACKNOWLEDGEMENT**

STATE OF WYOMING  
COUNTY OF WYOMING

The foregoing dedication was acknowledged before me by the above  
signed person who offers to be the owner of the aboves  
described land, and that the execution of said dedication is  
based on a free act and deed and in accordance with his desires.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

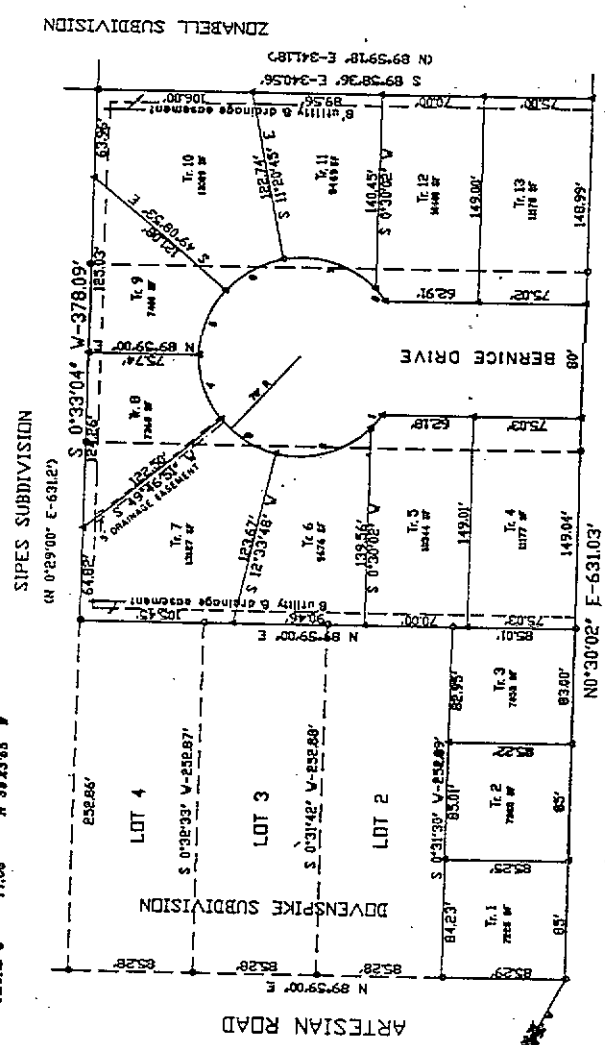
*Gary D. Johnston*  
Notary Public  
Notary Commission Expires \_\_\_\_\_



**FILING RECORD**

**FINAL PLAT**  
**DOVENSPIKE SUBDIVISION**  
**SECOND FILING**  
A REPLAT OF LOT 1, DOVENSPIKE SUBDIVISION  
AND THE SOUTH 378.09' OF TRACT 20  
ARTESIAN TRACTS  
SECTION 17, T.13 N. R. 66 W. 6TH P.M.  
LARAMIE COUNTY, WYOMING  
SCALE 1" = 60'  
MARCH 15, 1994

WITH THE NEAREST CORNER OF THE  
PLAT TO WHICH THIS PLAT IS REFERRED  
AND IN ACCORDANCE WITH SECTION 17-1-10  
AND SECTION 17-1-11 OF THE WYOMING  
STATUTES, THE SURVEYOR HAS CAUSED  
THE NEAREST CORNER TO BE RECORDED.



**APPROVALS**

APPROVED BY THE CHEYENNE-LARAMIE COUNTY PLANNING COMMISSION  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1994.

*[Signature]*  
DEVELOPMENT DIRECTOR

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1994.

*[Signature]*  
CHAIRMAN

NOTE: WATER AND SEWER FROM SOUTH CHEYENNE  
WATER AND SEWER DISTRICT,  
FIRE PROTECTION WILL BE PROVIDED BY LARAMIE COUNTY  
FIRE DISTRICT.

FOUND POINTS ○ 5/8" REBAR & CAP  
SET POINTS △ 5/8" REBAR & CAP

BASIS OF BEARING- PLAT OF DOVENSPIKE SUBDIVISION

Register # 169475  
The State of Wyoming  
County of Laramie  
This document was filed for record  
on \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ P.M. on the  
\_\_\_\_\_ day of \_\_\_\_\_, 1994.  
A.D. 19\_\_ and may be recorded in  
book \_\_\_\_\_ page \_\_\_\_\_ of  
the \_\_\_\_\_

dm hopkins & associates  
3313 birch place  
Cheyenne, Wyoming  
632-4763 82001



DOVENSPIKE AND ZONABELL SUBDIVISIONS

Laramie County

Cheyenne, Wyoming 82007

TO: The Public:

DECLARATION OF BUILDING AND USE  
RESTRICTIVE COVENANTS AND CONDITIONS

THE UNDERSIGNED being the owner in fee simple of the following described properties situated in Laramie County, Wyoming, to wit:

Lots 2 and 4 of Dovenspike Subdivision, a Replat of a Portion of Tract 20, Artesian Tracts, a Subdivision of a Portion of Section 17, T.13N., R.66W., 6<sup>th</sup> P.M., Laramie County, Wyoming, more fully described as:

Beginning at the Northwest corner of said Tract 20; thence N. 89 degrees 59 minutes 00 seconds E., along the North line of said Tract 20, a distance of 341.13 feet to the Northeast corner; thence S. 0 degrees 33 minutes 04 seconds W., along the East line of said Tract 20, a distance of 252.86 feet; thence S. 89 degrees 58 minutes 35 seconds W., a distance of 340.92 feet to the West line of said Tract 20; thence N. 0 degrees 30 minutes 02 seconds E., along said West line, a distance of 252.90 feet to the point of beginning. Containing 1.980 acres more or less.

and all of Dovenspike Subdivision Second Filing including Lot 1, Dovenspike Subdivision and the South 378.09 of Tract 20, Artesian Tracts, Laramie County, Wyoming.

Zonabell Subdivision, Tracts 29 and 30, Artesian Tracts, a Subdivision of a Portion of Section 17, T.13N., R66W., 6<sup>th</sup> P.M., Laramie County, Wyoming.

1. Use Restrictions:

(a) The use of said land shall be restricted to a single one family mobile home dwelling, for private residential use. A single family shall be defined as not more than three (3) adults and children under the age of eighteen (18) years living with said adults who are: a. their parents; b. legal custodian; or c. the designee of the parents or legal custodian. No lot shall contain more than one mobile home residence, one storage shed and one addition to the mobile home, all of which must be approved in writing by the Architectural Control Committee.

(b) Upon a change of ownership of any mobile home dwelling or lot, the existing mobile home must be removed within thirty (30) days unless allowed to remain in place by approval in writing by the Architectural Control Committee which may impose reasonable restrictions or requirements prior to such approval.

(c) The owner of a mobile home dwelling within the subdivisions may lease the premises for the purposes established by these covenants. All lessees shall in every respect comply with the statutes, ordinances and laws of the city of Cheyenne and Laramie County, Wyoming, the rules and orders of any governing health agency, and any requirements of the police, sheriff and fire departments of the City of Cheyenne and Laramie County, Wyoming. No tenant shall be able to sublet the premises or assign any lease agreement without the written consent of the Architectural Control Committee.

(d) If a tenant or owner of a mobile home within the subdivisions is in default of the payment of rent, or any part thereof, or in any of the terms, conditions, and covenants herein or contained in a valid lease agreement, or if the premises shall be deserted or vacated, it shall be the right of the landlord after notice to declare the lessee's term ended and to re-enter the premises, with or without process of law to evict tenant and/or remove the mobile home from the premises without prejudice to any remedies as to any other remedies which exist in law or in equity. Landlord shall have a valid first lien on the property of tenant as security for payment of the rent owed.

2. Architectural Restrictions: Uniform quality of workmanship and materials, harmony of external design with existing mobile home structure, and location with respect to topography and finish grade elevations shall be afforded. All construction shall be new and no addition or storage shed may be removed from another location to any site within these subdivisions without prior written approval from the Architectural Control Committee. No wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line required by Laramie County Regulations (25' from back of curb).

3. Dwelling Quality and Size: No mobile home dwelling shall be permitted on any lot in which the ground floor of the main structure, exclusive of the porch, shall be less than 240 square feet of finished living area.

4. Building Location:

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines required by Laramie County Zoning Regulations (25' from back of curb) or as may be restricted by any recorded plat which may be filed for a portion of the area described above.

(b) For the purposes of this covenant, eaves, steps and open porches shall not be considered part of the building. Decks, patios and sunrooms are not considered porches.

(c) All mobile homes must be skirted, anchored to the ground and painted around the bottom with a non-flammable material. This is to be finished within 30-days after move in.

(d) All hitches are to be removed or covered and painted.

(e) Awnings, fences, cabanas and any self-supporting structures of all types must be approved in writing by the Architectural Control Committee.

(f) All TV will be hooked up to the subdivisions underground cable antenna system. Any exceptions to this must be approved in writing by the Architectural Control Committee and the position of the antenna to which must be previously authorized.

(g) All steps and porches are to be enclosed and painted to match the mobile home.

(h) Each owner of a mobile home dwelling shall, at his or her expense, maintain proper lawn and landscaping care, including planting lawn, and regular mowing, watering, fertilizing, etc. Owners are encouraged to plant flowers and gardens. Landscape and garden plans shall be approved by the Architectural Control Committee.

(i) Each owner of a mobile home dwelling shall provide at his or her expense exterior building maintenance of all mobile homes and improvements to assure that the same shall be in a condition comparable to that originally approved by the Architectural Control Committee.

5. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Occupancy conditions may be considered to be a nuisance to adjacent property in the event that activity adversely affects such adjacent owners resulting from activities of burning, noise, vermin, health hazards, pollution, odors, undesirable animals or their maintenance and insects or pests developing as a condition because of the nature of maintenance or care of the property. No retail, wholesale, manufacturing, repair business, or home occupations of any kind shall be permitted on any building site or in any single-family dwelling or appurtenant structure.

6. Automobiles:

(a) All vehicles must be in running condition. 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, on a resident's lot or anywhere in the subdivisions. Such vehicles must be removed or repaired within a period of 72 hours of the onset of the state of non-running condition. All vehicles must have current registrations and licenses, as required by law.

(b) Semi-trucks or trucks larger than 10,000 pound gross vehicle weight are strictly forbidden at all times.

(c) Residents who rent their lot are allowed a maximum of three (3) automobiles. They will not be permitted to store campers, boats of any type or recreational vehicles within the boundaries of the subdivisions. Day-to-day passenger vehicles will be the only form of vehicles allowed.

7. Other vehicles:

(a) Lot Owners shall be allowed to keep a maximum number of four (4) "units" per lot. These units would be defined as, and include day-to-day passenger vehicles, recreational motor home, vehicle mounted campers, camper-type travel trailers, and boats on trailers (maximum length of 22')

(b) All "units" (vehicles and recreational vehicles) must have current registrations and licenses, as required by law.

(c) Only daily use passenger vehicles, without mounted campers, may be parked on the street. All other types of "units" must be stored or parked off the street on a concrete pad. The designated area is in front of the mobile home and the area must be accessible from the street. The maximum width of the concrete pad allowable is 40'. The maximum depth of the concrete pad allowable is 30'. Corner lots would be allowed to construct a concrete pad behind the mobile home, to the rear of the lot, but not in or over any utility easement. The maximum width allowable for the rear side concrete pad is 24'. The maximum depth for the rear side concrete pad allowable is 24'. All proposed concrete pad construction must be approved, in writing, by the Architectural Control Committee prior to commence of any work. All concrete must have a professional look. Lot owners have 60 days, after application, to install a concrete pad.

(d) Self-contained campers which are mounted on a truck may only be removed from the vehicle and stored alone for a maximum timeframe of 72 hours.

8. Signs: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square advertising the property for sale.

9. Fencing: No fences shall be permitted on any building site in the subdivisions except as either required by local subdivisions ordinance and as approved in writing by the Architectural Control Committee. All fencings must be approved by the Architectural Control Committee. Fencing is not discouraged, but the control of same shall be exercised to insure uniform design and quality.

Construction of fencing will include but not be limited to the following:

(a) Front yard fences must be placed flush with the front edge of the mobile home or 25' from the sidewalk, whichever is further back. Decorative fencing (split rail

cedar) may be placed along the front edge of the resident's property line but cannot exceed 36 inches in height.

(b) Other yard type fencing may be no greater than 72 inches in height or less than 40 inches.

(c) All fence posts must be anchored in concrete with all fence lines being straight and true. In addition, the final installation must have a "professional installation" look and be complete in every respect.

(d) Types of fencing allowed are chain-link, cedar picket (dog ear top), and spruce picket (dog ear top). Chain-link type must include a top rail and approved picket fencings must have three supporting horizontal rails.

10. Refuse Disposal: Every resident of the subdivisions has a responsibility for helping keep the subdivisions clean and neat at all times. The proper disposal of refuse and garbage is especially important. All rubbish must be placed in one or two 35-gallon trash barrels, furnished by each resident of the subdivisions. These barrels shall be placed in racks up off the ground. The location of refuse and disposal pickup by professional disposal forces shall be determined by local code and ordinances.

11. Animals:

(a) Livestock and Poultry: Commercial animal husbandry shall not be practiced in any form. No swine, cattle, calves, horses, colts, sheep, chickens, ducks, geese or other similar animals shall be kept or permitted on the premises for personal use and/or as pets for any purpose.

(b) Household Pets: There will be no household pets allowed in the subdivisions that stand higher than twenty (20) inches at front shoulder except for those receiving specific verifiable written permission from the Board of Directors. No dogs that have a vicious nature by breed (e.g. rottweiler, American bull terrier [pit bull], German shephard, etc.) shall be allowed in the subdivisions. Any deviation from this covenant shall be at the sole discretion of the Board of Directors, and said Board shall not be liable for any damages of any nature whatsoever by reason of any action, inaction, approval or disapproval by it concerning this section. Household pets owned by occupants or owners of any portion of the subdivisions shall be kept confined within owned or occupied premises. Subject to the above, no more than two (2) dogs or two (2) cats or a total of two (2) of either of such animals shall be kept and maintained as part of any single household within this area. All pets must be neutered. Breeding of pets and litters of pet offspring are prohibited. Any exceptions to paragraph 11 must be approved in writing by the Board of Directors of the Homeowners Association.

Any pets occupying these subdivisions must have all current inoculations, and the resident owner of these pets must have current written proof of these requirements. Under no condition will pets be allowed to run free, be tied down, bark or be any kind of

annoyance to the residents of the subdivisions. In addition, any and all pet excrement must be properly and legally disposed of on a daily basis. The Homeowner's Association, as well as local governing agencies shall have final control and authority concerning pet occupancy where the health, safety and welfare of the subdivisions residents are concerned. This includes, if necessary, the power to declare the animal a nuisance and seek a court order to have the animal removed if the resident owner will not do so voluntarily.

12. Water and Sewer Mains/Lines:

There shall be no public maintenance or repair of water mains or lines located on the service side of the first water meter in each of the Filings of the subdivisions. For purposes of this paragraph and paragraph 19, the definitions of "service side" and "supply side" are as follows:

"Supply side" is defined as that portion of the water line from a water main owned by the South Cheyenne Water and Sewer District prior to July 1, 2001 to where it is first connected to a water meter.

"Service side" is defined as that portion of the water line that exists, for further distribution of water, from the first meter that is connected to the supply side.

There shall be no public maintenance or repair of the sewer mains or lines providing service to any residence or property within the subdivisions, whether those sewer mains or lines are contained within or outside of the subdivisions, unless those lines were owned by the South Cheyenne Water and Sewer District prior to July 1, 2001.

Notwithstanding the provisions of paragraph 15 of these Covenants, this Covenant may be amended only by a vote of two-thirds of the property owners favoring the amendment under terms and conditions set forth in the Articles of Incorporation or By-Laws of the Homeowner's Association, but only after having first obtained the advance written consent of the South Cheyenne Water and Sewer District or its successors in interest, if any.

13. Hazardous Materials:

No hazardous material shall be brought on, kept on, used on, or stored on any lot or on any street adjoining any lot in the subdivisions. The term "hazardous material" shall include any toxic, noxious, flammable, combustible, or explosive material. Only the following exceptions shall apply:

(a) Paints, varnishes, paint thinners, solvents, pesticides and herbicides for common household use and fuel and lubricants for personal vehicles and common household equipment (lawnmowers, chainsaws, etc.)

(b) Materials necessary for any original construction or major maintenance or remodeling activity but only during actual construction, maintenance or remodeling use and after notice to the Homeowners Association and used with appropriate precautions including no



smoking signs, immediately available and property rated fire extinguishers, and appropriate training and supervision of personnel. Material Safety Sheets must be provided on site.

Materials stored pursuant to the foregoing exceptions shall be in such a manner that will prevent exposure to residents, visitors or the general public in industry approved containers for the material concerned. No disposal of any hazardous substance shall take place within the subdivisions whether that substance is subject to one of the foregoing exceptions or not. No vehicle shall be parked on the street or in a driveway when that vehicle is leaking fuel, oil or any other fluid.

14. Architectural Control Committee:

(a) This committee shall have the responsibility for reviewing all plans for construction of fences, additions, porches, patios and other improvements and making such other decisions as are required by the terms, provisions and conditions of this declaration.

(b) The committee shall be known as the Architectural Control Committee and the members thereof shall serve until their successors are appointed by replacement by a majority vote of the Homeowners Association. The owner of each lot is entitled to one vote for each lot owned. Any one person owning a majority of the lots shall be entitled to name two members of the Architectural Control Committee. A majority of the members of the Architectural Control Committee may designate a successor until a vote is held to elect a new Architectural Control Committee pursuant to the Articles of Incorporation or By-Laws of the Dovenspike and Zonabell Homeowner's Associations. This election shall be held annually in concurrence with the annual meeting of the Homeowner's Associations.

(c) The committee shall not be entitled to compensation for services performed pursuant to this covenant.

(d) A decision by the Architectural Control Committee shall be made within thirty (30) days after the date of submission to it of any proposed construction or requirement for approval by an owner or someone in his behalf. In the event that no decision is made within said time, the party submitting the request for consideration may consider that an approval has been obtained by the committee.

(e) Neither the Architectural Control Committee, its members nor its successors or assigns, shall be liable in damages to anyone by reason of any mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to make any approval pursuant to the provisions of this declaration.

(f) The Architectural Control Committee is allowed to grant a variance to the covenants if a majority of the Committee consents.

15. Amendment: Except for the provisions of paragraph 12 relating to water and sewer mains/lines, these covenants may be amended by the vote of two-thirds of the property

owners favoring the amendments under terms and conditions set forth in the Articles of Incorporation or By-Laws of the Dovenspike and Zonabell Homeowners' Associations.

16. 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 ten (10) years and thereafter from year to year 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. In no event may the provisions of paragraph 12 be amended or vacated without the consent of the South Cheyenne Water and Sewer District or its successors in interest, if any.

17. Enforcement: In the event that any person shall violate any of these covenants, it shall be lawful for the Architectural Control Committee or any owner of any lot or lots in the area or adjacent to the area to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant 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 or for the recovery of the damages.

18. Severability: Invalidation of any one or portion 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.

19. Dovenspike and Zonabell Homeowners Association & Assessment:

(a) The Dovenspike and Zonabell Homeowners Association consisting of all real property owners within these subdivisions shall be established. Real property owners are entitled to one vote in the Homeowners Association for each lot owned by that owner. The owner is any person holding a deed, contract for deed or lease with option to purchase.

(b) For the purpose of maintaining roads, snow removal, green belt area, and all common community services of every kind and nature required or desired within the subdivisions for the general use and benefit of all lot owners, each and every lot owner in accepting a deed or contract or lease with option to purchase in such premises, agrees to and shall be a member of and subject to the objections and duly enacted by-laws and rules of the Dovenspike and Zonabell Homeowners Association, a nonprofit corporation.

(c) The Homeowners Association shall repair and maintain roads, keep snow removed from the road; care and maintain the subdivisions; repair and maintain water mains/lines on the service side of the main/line; repair and maintain sewer mains/lines to which there is no public maintenance; and supervise the election of the Architectural Control Committee which shall act independently of the Homeowners Association.

(d) The property owned by the Grantor is subject to facility fees to the Homeowners Association to pay for the previously described maintenance and improvements. These fees shall consist of such fees necessary to carry out the purposes of the Homeowners Association and shall consist of annual assessments as may be approved by the Homeowners

Association as set forth in its By-Laws. The annual assessment shall be due within thirty (30) days of the annual meeting of the Homeowners Association. All owners shall be assessed the annual charge reflecting their proportionate share of such costs by lots owned.

(e) Failure by an owner to make a payment when due shall result in default by which the Grantor or its successor, if established, the Dovenspike and Zonabell Homeowners Association shall enforce payment plus costs and attorneys fees by means of foreclosure, by advertisement and sale or by judicial action or other legal recourse. The Homeowners Association is granted a mortgage and/or lien in all the properties, which is the subject of this covenant, by the default of an owner. Any assessment not paid when due shall bear interest at the rate of eighteen percent (18%) per annum, or one and a half percent (1 1/2%) per month.

(f) The Homeowner's Association shall promulgate rules for the use of common areas and recreational park areas including, if deemed necessary, a curfew for persons under the age majority.

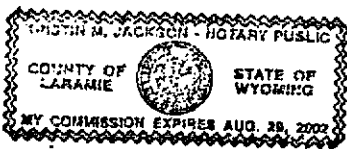
DATED this \_\_\_\_\_ day of August, 2001.

Dovenspike and Zonabell subdivisions

BY *Gary Johnston*  
Gary Johnston, Owner

STATE OF WYOMING     )  
  )ss  
COUNTY OF LARAMIE    )

The above and foregoing instrument was acknowledged before me by Gary Johnston, as the owner of Dovenspike and Zonabell Subdivisions, on this 13th day of August, 2001.



*Kristin M. Jackson*  
Notary Public

My Commission Expires: Aug. 29, 2002