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

The following is a description for PKT Subdivision: Block 1, lots 1-7; Block 2, lots 1-12; Block 3, lots 1-15.

Do hereby make this Declaration of Protective Covenants applicable to all areas designated for single family residences with the described area.

1. **Land Use:** No lot shall be used except for a single family dwelling or twin home and no building shall be erected, altered, placed or permitted to remain on any lot other than the unit above the 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 quality 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 be no front yard fencing. Exterior colors and exterior construction materials of all dwellings must be approved.

3. **Restrainted Activities:** Restrained activities shall include the following:
   a. Altering exterior design from original construction.
   b. Changing the exterior colors or characteristics of one attached home in conflict with the other attached home.
   c. Landscaping must be maintained in the front of the home to include grass, xeriscape rock, and decorative ground covering.
   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 or 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 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.

5. **Party Wall:** Each wall, which is built as part of the original construction of the individual homes upon the Properties and placed on the dividing line between lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of the Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply hereto.

   a. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

   b. Destruction by Fire or other Casualty. If a party wall is destroyed by fire or other casualty, any Owner who used or has use of the wall must restore it, and the Owner thereafter make use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice; however, the right of any such Owner to call for a larger contribution from other under any rule of law regarding liability for negligent or willful acts or omissions.

   c. Weatherproofing. Notwithstanding any other provisions of this Declaration, and Owner, who by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

   d. Right to Contribution Runs the Land. The right of any owner to contribution to any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

   e. Arbitration. In the event of any dispute arising a party wall, or under the provisions of this Declaration, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrators, and such arbitrators shall choose one additional arbitrator, and the decision shall be made by a majority of all the arbitrators.

**Nuisances:** No noxious offensive activity shall be carried on upon any lot, nor shall 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 shall be of temporary nature and shall not be left parked in such 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 PKT Development, LLC, and assigns, neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

**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 this 5th Day of Jan. 2018

Peggy Tilton, President

The State of Wyoming
County of Laramie

The forgoing Declaration of Protective Covenants was acknowledged before me

Peggy Tilton, President
PKT Development, LLC

Witness my hand and official seal this 5th Day of Jan. 2018

Notary

My commission expires 11-1-2018

RECP #: 722968
RECORDED 1/5/2018 AT 2:27 PM BK# 2571 PG# 1200
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 4 OF 4