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S-13-86

Silvergate Sub.

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RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.

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DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SILVERGATE ADDITION, SILVERGATE ADDITION 2ND FILING
AND SILVERGATE ADDITION 3RD FILING



THIS DECLARATION, made as of the date hereinafter set forth by Premiere Builders, Inc. a Wyoming corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the Owner and/or Subdivider of certain property in the County of Laramie, State of Wyoming, which is legally described on Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as the "Property"; and

WHEREAS, the Declarant is desirous of subjecting the Property to the conditions, covenants, restrictions and reservations hereinafter set forth to: insure the attractiveness of the individual Lots within the Property; prevent any future impairment thereof; prevent nuisances; preserve, protect and enhance the values and amenities of the Property; and insure proper use and appropriate development and improvements of said Property;

NOW, THEREFORE, Declarant hereby declares that all of the real Property described on Exhibit "A" shall be held, sold and conveyed subject to the following conditions, covenants, restrictions and reservations which are for the purpose of protecting the value and desirability of the Property and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors, administrators, executors and assigns and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Committee" shall mean and refer to the Architectural Control Committee, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of a fee simple title to any lot which is part of the Property, including a contract buyer, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the property, excluding road, streets, parkland and open space.

Restrictions reflecting a preference, location or destination based on race color, religion sex, language, marital status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).



ARTICLE II

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee:

- (a) There is hereby created the Architectural Control Committee for the purpose of maintaining within the Property a nature of building design which is homogeneous to the physical setting of the Property and the area surrounding the Property.
- (b) Membership. The Committee shall consist of three members. The vote of two members shall constitute the action of the Committee. The initial Committee shall be comprised of Jim Wise, Marianne Wise, Harold Jgan.
Address: 504 W. 17th Street, Cheyenne, Wyoming 82001. In the event of death, disability or resignation of any member of the Committee, the remaining members of the Committee shall have full authority to designate a successor or successors. At any time, the then record Owners of at least 80% of the Lots subject to this Declaration shall have the power to change the membership of the Committee or to modify or amend the powers and duties of the Committee. Any changes in the membership of the Committee shall be confirmed by an affidavit executed by the majority of the members of the Committee and recorded in the official records of Laramie County, Wyoming. Such affidavit shall be sufficient evidence of the membership of the Committee and of the other recitals therein contained. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this Declaration.
- (c) The Committee, at its sole discretion, shall have the authority to designate and adhoc subcommittees hereinafter referred to as "Subcommittees" to assist the Committee in the performance of its duties. Each Subcommittee shall consist of from one to five members and shall represent a particular area of the Property as determined by the Committee. Each subcommittee shall have the authority to act on any matter specified by the Committee pursuant to this Declaration under the supervision and prior approval of the Committee.
- (d) The Committee shall act upon and approve or disapprove any and all matters submitted to the Committee pursuant to any of the provisions of this Declaration and shall have all duties and powers as are hereinafter provided and set forth. Neither the Committee nor any member thereof shall be liable, in any manner, personally or otherwise, for any action or failure of action taken pursuant to this Declaration.
- (e) It shall remain the prerogative and in the jurisdiction of the Committee to review applications and grant approval of applications submitted for exceptions to this Declaration. Variations and deviations from this Declaration may be made by the Committee but only when such exceptions, variations and deviations are not in any way detrimental to the property values of individuals located in the vicinity or in any way detrimental to the general public health, safety or welfare; and do not violate any Federal, State City or County law or regulation.

Section 2. Control.

- (a) No building or other structure shall be erected upon any Lot on the Property or alterations made on any building



located on any Lot on the Property until the construction plans and specifications regarding the quality of workmanship, type of materials and harmony of external design shall have been approved first by the Committee, then by the County through the issuance of a building permit. Also, a site plan or area grading plan shall be submitted to the Committee for its approval showing the location of said proposed structure with respect to topography, finish grade elevation and any existing structures on or adjacent to said building site. Each Owner shall provide at his cost, one complete set of improvement plans, specifications, site and grading plans to the Committee at least thirty (30) days prior to the date actual construction is scheduled to commence on his residence to allow adequate review/processing time for both the Committee and the County. Once a set of plans and specifications has been approved for a particular house model, a duplication of said plans and specifications shall not require reapproval by the Committee.

- (b) Approval shall be based on: the adequacy of building sites; dimensions; conformity and harmony of external design with neighboring structures; effect of location and use of improvements on neighboring building sites; operations and uses; relation of topography, grade and finished ground elevation of the building site being improved to that of neighboring building sites, proper facing of main elevation with respect to nearby streets and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. The Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.
- (c) No building, alternation or structure of any kind which has not received such prior approval by the Committee and which does not fully comply with such approved plans and specifications shall be made, created, constructed, placed, or maintained upon any Lot. No changes or deviations in and from such plans and specifications as so approved shall be made without the prior written consent of the Committee. The Committee and the Declarant shall not be responsible or liable for any structural defects in such plans or specifications or in any building or structure created according to such plans and specifications (unless the building or structure was actually constructed or created by the Declarant).
- (d) Should the Committee fail to approve or disapprove the plans and specifications submitted to it by the Owner of a Lot in the Property within thirty (30) days after written request thereof, then such approval shall not be required; provided, however, that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the covenants, conditions, restrictions or reservations contained herein. The issuance of a building permit or license, which may be in contravention of this Declaration, shall not prevent the Committee from enforcing the provisions contained herein.
- (e) The Committee's approval of a building or other structure shall not release the Owner from responsibility for obtaining a building permit for the Lot from the County.

ARTICLE III

USE RESTRICTIONS

The Property is hereby made a subject to the following conditions, covenants, restrictions and reservations, all of



which shall be deemed to run with the Property and each and every parcel thereof, to insure proper use and appropriate development and improvements of said premises so as to:

- (a) Protect the Owners and tenants of Lots against such improper development and use of the Property subject to this Declaration as will depreciate the value and use of their Lots;
- (b) Insure adequate and reasonably consistent development of the Property; and
- (c) Encourage and insure the erection of attractively designed permanent improvements appropriately located within the Property in order to achieve harmonious appearance and function.

Section 1. Use of Land. No Lot or Lots embraced in the Property shall be used for other than residential purposes. There shall not exist on any lot, as shown on the plats recorded at the Laramie County Clerk and Recorder's Office, at any time more than one dwelling. All buildings or structures erected upon said properties shall be of new construction and no previously erected building, structure or improvement shall be moved and set upon any Lot from any other location. No garage, carport or porch shall be constructed except as an integral part of the residence it is intended to serve. A garage or carport shall not hold more than three cars.

Section 2. Building Height. Maximum building heights shall conform with the standards of the Wyoming Building Codes.

Section 3. Lot Area. No residential dwelling shall be erected or placed on any Lot, which Lot shall have an area of less than 3,000 square feet.

Section 4. Occupancy of Structure. No structure shall be occupied or used for the purpose for which it was designed or built until same shall be approved and/or inspected by the County Building Inspector or such other official designated by the County.

Section 5. Building Exterior. The exterior portions of all buildings shall have manufactured finished surface materials, natural stone, brick or shall be painted or stained upon completion, weather permitting, so that all exposed surfaces shall have a finished appearance.

Section 6. Air Conditioning Units, Television, or Communication Antennae. No air-conditioning units, evaporative coolers, radio antenna, television antenna or similar objects shall be placed upon the roof or fireplace chimney of any building or protrude from the ground higher than six inches except or unless such units or objects are architecturally concealed from view and plans for concealment have been submitted to and approved by the Committee.

Section 7. Parking and Storage. At least two off-street parking spaces shall be required for each residence. The garage of a residence may constitute one or both of these two off-street parking spaces. No vehicle, whether operational or not, shall remain parked on the street in the front of any residence for more than fourteen (14) consecutive days in a 60-day period. Vehicles to be parked on the street for more than fourteen (14) days or to be stored for indefinite periods of time shall be concealed within an enclosed garage or in the rear of the residence which is concealed from view from outside the lot in a manner approved by the Committee. For purposes of this section, a vehicle is defined as an automobile, truck, trailer, camper, boat, motorcycle or any other vehicle.



Section 8. Landscaping. When a dwelling shall be constructed upon any residential Lot, the Owner of such Lot on which said dwelling is constructed shall, within two (2) years after issuance of the certificate of occupancy, cause all of such Lot to the edge of the street surface, to be suitably landscaped and maintained, excepting however, such part of the Lot as shall be constructed as and used for a driveway. It shall be the duty of each Owner to keep such landscaping neat in appearance at all times.

Section 9. Unnatural Drainage. Under no circumstances shall the drainage characteristics of any Lot(s) as established by Declarant and approved by governmental and municipal agencies be altered by any property owner(s) or his agents during the course of landscaping, or construction within the site(s), or erosion that is a direct result of lack of landscaping or maintenance. Drainage swales, channels and easements established by Declarant shall not be altered, obliterated or blocked by a property owner(s) or his agent. The elevation of a Lot shall not be changed so as to materially affect the surface elevation or grade of the adjacent Lots. The property owner(s) or his agent is responsible for maintaining such grades, swales and easements once they have been established by the Declarant, government or municipal agencies. Non-compliance with the provisions of this paragraph shall relieve Declarant of any liability related to any changes in grading or drainage and any and all damages resulting therefrom.

Section 10. No Auxiliary Residence or Business. No trailer or motorhome of any sort shall at any time be used as a residence, temporarily or permanently, except that Declarant may maintain a temporary building for security, sales or construction purposes. No business or profession of any nature shall be conducted on any or in any residence constructed on a Lot or anywhere else within the Property. Minor agricultural pursuits incidental to residential use of a Lot shall be permitted, provided that such pursuits may not include the raising of crops intended for marketing or sale to others.

Section 11. Sight Distance at Intersections. On corner Lots, no planting of shrubs, trees, flowers or the erection of any fence or structure over 36 inches above the roadways shall be place 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 30 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. Excepting the entry monument(s) erected by declarant.

Section 12. Nuisance. Nothing shall be done or permitted on the Property which may become an annoyance or nuisance to the residents thereof. No noxious or offensive activities shall be carried on or upon any Lot. No Lot shall be used in whole or in part for the storage of any Property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be noxious to the eye; nor shall any substance, thing or material emit foul or noxious odors or cause any noise that will or might disturb the peace, quite, comfort or serenity of the occupants of surrounding property.

Section 13. Refuse. No Lot, vacant parcel, street, parkland, or any part of the Property shall be used or maintained as a dumping ground for refuse. Trash, ashes, garbage or other refuse shall be kept in sanitary containers. Burning of refuse within the Property is prohibited. Nothing in this covenant shall prohibit temporary accumulation of construction materials by a builder.

Section 14. Equipment Enclosures. All clotheslines, equipment, garbage cans, service yards or storage piles shall be



fenced or walled in or otherwise and must be approved by the Committee prior to construction, except that fences and walls which are in conformance with the architectural guidelines may be constructed without Committee approval. The Committee shall consider, among other things, the size and height of the proposed enclosure, its location and the materials proposed for use in construction.

Section 15. Signs. All entrance signs and other signs within the Property shall be subject to the control of, and prior approval of, the Committee. The construction or maintenance of "for sale" signs larger than six square feet, poster boards or advertising structures of any kind within the Property, except those belonging to the Declarant, is prohibited.

Section 16. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, coal mining, quarrying or mining operations of any kind shall be permitted within the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted within the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted within the Property.

Section 17. Construction. During the construction period, Declarant shall have the right of ingress and egress over the property owned by Declarant, and the right to store materials thereon and to make such other use thereof as in its discretion may be necessary to complete any construction thereon.

Section 18. Setbacks. No building shall be located on any Lot nearer to the front, side or rear lot lines than the minimum building setback lines approved by the Cheyenne Building Ordinance.

Section 19. Walls and Fences. No wall or fence may be erected or maintained within the Property unless prior written approval is obtained from the Committee.

The Committee shall consider, among other things, the height of the proposed wall or fence, its location, interference with sight lines, interference with utility meters and the materials proposed for use in construction.

Section 20. Water and Sewer. No individual water supply system or sewage disposal system shall be permitted within the Property and all dwellings must attach to such facilities as may be provided by such water and sanitation district as may serve the area.

Section 21. Pets and Animals. No area or improvement within the Property shall be used for the keeping, housing or raising of poultry, cows, horses, or similar animals of livestock including exotic animals such as lions, tigers, alligators, etc. Household pets such as dogs and cats may be kept on any Lot provided they are not kept, bred or maintained in any commercial purpose. All household pets shall be property controlled at all times by their owner. This will include the appropriate use of leashes or other restraints in accordance with Laramie County leash laws and the appropriate enclosures such as fenced yards and dog runs which have been approved by the Committee.

ARTICLE IV

EASEMENTS

Section 1. Easements.

(a) Easements for installation and maintenance of utilities



and drainage facilities are reserved as shown on the recorded plats and as recorded by separate documents. 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 flow or drainage channels in the easement or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

- (b) In the event that any building improvement is placed on a Lot within three (3) feet of the side Lot line, the owner of that Lot shall be granted an easement over the adjoining five (5) feet of the adjoining Lot for the purpose of maintenance, repair, replacement, and preservation of such building improvement. Such easement is appurtenant to and shall run with the land. The Owner of said easement who exercises his right to enter onto said easement area for the purposes set forth above shall exercise that right only between the hours of eight o'clock a.m. and five o'clock p.m. on weekdays, except with the permission of the Lot Owner. The Owner of said easement shall have the duty to diligently pursue his activities to a timely completion and promptly replace, repair and restore the surface and landscaping of said easement to the conditions existing prior to his entry thereon.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement.

- (a) Violation of any condition, covenant, restriction or reservation contained within this Declaration shall give the Declarant, the Committee or any Owner within the Property the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions and reservations to enjoin or prevent them from so doing, to cause said violation to be remedied or to recover damages for said violation.
- (b) No right of action shall accrue, nor shall any manner of action be brought or maintained by anyone whatsoever against the Declarant or the Committee for or on account of their failure to bring any action on account of any breach of these covenants, conditions, restrictions or reservations or for imposing restrictions and covenants herein which may not be enforceable.
- (c) In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision thereof, if the violator is the losing party, said violator shall pay the reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the court in such proceedings. Such payment shall be over and above any costs relating to the removal or remedying of such violation. All remedies provided herein at law or in equity will be cumulative and not exclusive.
- (d) Failure by the Declarant, the Committee, or by any Owner within the Property to enforce any condition, covenant,



restriction or reservation contained in this Declaration at the time of its violation shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations.

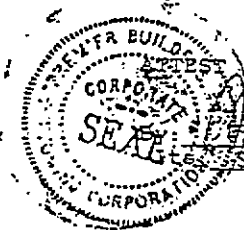
Section 2. Violations which Constitute a Nuisance. Every violation of this Declaration or any part thereof as hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner, tenant, or occupant of a Lot shall be applicable against every such violation and may be exercised by the Declarant, the Committee or any Owner within the Property.

Section 3. Validity-Severability. If any of the covenants, restrictions, easements, reservations or other provisions of this Declaration are invalidated by any law, rule, regulation, judgment, court order, or otherwise, it shall in no way affect any of the other covenants, reservations, restrictions, easements or provisions hereof which shall remain in full force and effect.

Section 4. Term and Amendment. The covenants, conditions, restrictions and reservations of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Committee, the Declarant, or the Owner or any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date hereof and shall thereafter be renewed automatically from year to year unless and until terminated or modified.

Section 5. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed though in each case fully expressed.

IN WITNESS WHEREOF, Premiere Builders, Inc. a Wyoming corporation, has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be hereunto affixed, attested by its Secretary as of the 13 day of August, 1986.



James C. Wire
Secretary

Premiere Builders, Inc.
a Wyoming Corporation
By: *James C. Wire*
Its: President

STATE OF Wyoming :)
) ss
County of Laramie)

The foregoing instrument was acknowledged before me this 13 day of August, 1986, by James C. Wire and James C. Wire as President and Secretary of Premiere Builders, Inc. a Wyoming corporation.

WITNESS my hand and official seal

James C. Wire
James C. Wire

My Commission Expires:
June 26, 1988

22/86/7044



EXHIBIT "A"

This Exhibit is a part of the Declaration of Protective Covenants, Conditions and Restrictions in Silvergate and presents the legal description for the Property to which this Declaration applies, as follows:

Legal Description

- ✓ Lots 1 through 20, Block 1, Silvergate Addition, 1st Filing, an addition to the City of Cheyenne, Laramie County, Wyoming.
- ✓ Lots 21 and 22, Block 1 Silvergate Addition, 1st Filing, an addition to the City of Cheyenne, Laramie County, Wyoming;
- ✓ Lots 2 through 25, Block 2 Silvergate Addition, 1st Filing, an addition to the City of Cheyenne, Laramie County, Wyoming.
- ✓ Lots 1 through 15, Block 3 Silvergate Addition, 1st Filing, an addition to the City of Cheyenne, Laramie County, Wyoming.
- ✓ Lots 2 through 6, Block 1 Silvergate Addition, 2nd Filing, an addition to the City of Cheyenne, Laramie County, Wyoming.
- ✓ Lot 1, Block 2 Silvergate Addition, 2nd Filing, an addition to the City of Cheyenne, Laramie County, Wyoming.
- ✓ Lots 1 through 13, Block 3 Silvergate Addition, 2nd Filing, an addition to the City of Cheyenne, Laramie County, Wyoming.
- ✓ Lots 1 through 13, Block 1 Silvergate Addition, 3rd Filing, an addition to the City of Cheyenne, Laramie County, Wyoming.
- ✓ Lots 1 through 8, Block 2 Silvergate Addition, 3rd Filing, an addition to the City of Cheyenne, Laramie County, Wyoming.
- ✓ Lots 10 through 17, Block 2 Silvergate Addition, 3rd Filing, an addition to the City of Cheyenne, Laramie County, Wyoming.