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The Bluffs Company  
a Limited Partnership  
Frank M. Cole, General Partner  
to

The Public

\* DECLARATION OF PROTECTIVE  
\* COVENANTS FOR THE BLUFFS,  
\* FOURTH FILING; AN ADDITION  
\* TO THE CITY OF CHEYENNE,  
\* LARAMIE COUNTY, WYOMING

\* Dated: March 10, 1987

\* Recorded

NOT FOR FILE 09/11/31

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KNOW ALL MEN BY THESE PRESENTS: That all lots and blocks of The Bluffs, Fourth Filing, an addition to the City of Cheyenne, Laramie County, Wyoming, as said The Bluffs, Fourth Filing, appears on the plat thereof, which is on file in the Office of the County Clerk of the said county, and are now owned and held subject to the restrictions, conditions and covenants contained in this declaration by The Bluffs Company, a Limited Partnership, Frank M. Cole, General Partner; and said owners do hereby covenant and agree that any subsequent grants of any lots and blocks of said The Bluffs, Fourth Filing, shall be made subject to the covenants and restrictions hereinafter set forth:

1. All of the area of this addition shall be classified as High Density Residential Zone R-3 in accordance with the City of Cheyenne and Laramie County Zoning Ordinance - 1971.
2. No lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.
3. No building shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of 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 as to location with respect to topography and finished elevation.
4. No structure shall be placed closer to the front or rear property lines than twenty-five (25.00) feet. No structure shall be placed closer to a side lot line than five (5.00) feet, except on a corner lot where they shall be a minimum of ten (10.00) feet from the side street property line. If the structures are designed to face the side street (i.e. Mountain Road or Point Bluff) then they shall also be twenty-five (25.00) feet from the side street property line as well as the front street property line.
5. No fence or wall shall be erected, placed or altered on any lot closer to the front street than thirty-five (35.00) feet from the front property line or the building line, whichever is greater. No fence or wall shall be erected, placed or altered on any corner lot closer to the side street than ten (10.00) feet, unless the side street is used as a reverse frontage, then said fence or wall shall be a minimum of twenty-five (25.00) feet from the side street property line.
6. Fences that are visible from the street, either front or side, must be of the same construction as the house or compatible with the finish of the house; i.e., a brick fence that matches the brickwork on the house or wooden fences that would correspond with woodwork on the house. No plain concrete block fences shall be allowed exposed to any street. Common rear lot fences shall be placed on the property line and not on easement lines. Fences on property lines shall be joint ownership with adjoining neighbors.

Restrictions indicating a preference, inclusion or discrimination based on race, color, religion, sex, handicap, marital status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

7. The architectural control committee is composed of Frank M. Cole, Mary K. Cole, and William A. Swainson. In the event of death or resignation of any member of the committee, the remaining members shall have sole authority to designate a successor. The members of this committee or any future committee shall not 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 of duly recorded written instrument to change the membership of the committee or to withdraw the committee, or restore to it any of its powers and duties.

8. No dwelling shall be permitted on any lot at a cost of less than \$65,000.00, not including the lot price, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one-story open porches and garages, shall be not less than 1,000 square feet for a one-story dwelling, nor less than 800 square feet on the ground floor and 1,300 square feet total for a dwelling of more than one story.

9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be down thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. 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. No old house or structures of any kind shall be permitted to be moved on any of the aforementioned lots and blocks.

11. 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 households pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

12. Camp trailers, campers, boats, motor homes, and other recreational or commercial vehicles and equipment shall not be stored in the required front or side yard set-backs or on any public street abutting a lot for a period of longer than 48 hours. All such vehicles and equipment that are parked in rear yards must be at least seven feet from the side or rear yard lines. On corner lots the vehicles must be back from the street at least the building set-back line and must be fenced from view from the street.

13. All structures shall have a minimum of twenty-five (25%) percent brick or stone (non concrete products) on each side of the structure.

14. No trash containers shall be allowed to remain within the front or side yard set-backs of any house or within the public right-of-way other than on the appropriate trash collection day, except buried trash receptacles are allowed next to the street.


15. All lots shall be sodded or seeded within the front yards and street side yards on corner lots, within thirty (30) days of the issuance of a Certificate of Occupancy or from the date that the house is occupied, whichever shall occur first. This is to exclude the period of October 1st of one year through June 1st of the following year with the sod being in place by July 1st of that year.

16. These covenants shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

17. Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violations or to recover damages.

18. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.


THE BLUFFS COMPANY  
A LIMITED PARTNERSHIP  
FRANK M. COLE, GENERAL PARTNER

  
Frank M. Cole, General Partner

STATE OF WYOMING)  
COUNTY OF LARAMIE)

On this 31<sup>st</sup> day of March, 1987, before me appeared Frank M. Cole, General Partner, to me personally known, to be the person described herein, and who executed this instrument to be his free act and deed for the purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed the seal of my office on the day and year first above written.

  
Notary Public

My commission expires February 19, 1991

