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ARCHITECTURAL CONTROL COMMITTEE

TO

THE PUBLIC

Declaration of Protective Covenants

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantor of all lands described below located in Laramie County, Wyoming as the same is more particularly described to wit:

Lots 1 and 2, Block 2 Westerfield 2nd Filing.

Subject to all easements, restrictions, and reservations of records, (hereafter "subject property") does hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of uses to which the subject property may be put:

1. **RESTRICTIVE USE.** The subject property shall be known and described as residential lots and will be restricted by covenants contained in these Declarations. It is intended that the subject property shall be used and occupied as Residential Single Family Homes and that the owners will have full enjoyment of the property, subject, however, to the covenants contained in these Declarations. It is the further intent of these covenants to protect and enhance the value, desirability and attractiveness of said property. Restrictions are kept to a minimum while keeping in focus the right of property owners to enjoy their property in attractive surroundings, free of nuisances, undue noise, and danger.
2. **ARCHITECTURAL CONTROL COMMITTEE.** An Architectural Control Committee for the subject property is hereby constituted. This committee is composed of Max Padilla and Charlene Padilla, or their successors as provided for herein. All notices to the Committee required herein shall be sent to: Architectural Control Committee Westerfield 2nd Filing, 1612 Greenstone Trail, Fort Collins, Colorado 80525. After all lots have been built upon, it is hereby directed that the

individual property owners assemble and provide a panel of representatives comprised of current owners of record of Westerfield 2nd Filing Block 2 Lots 1 and 2, to form the Architectural Control Committee going forward. At that time the initial members, Max Padilla and Charlene Padilla, will relinquish all rights as members of the Architectural Control Committee. The Committee, or its representative, shall not be liable for any claims, charges, or damages of any nature whatsoever by reason of any action, inaction, approval, or disapproval by the Committee or its representatives with respect to any submission or request made pursuant to this provisions, or any provision in this Declaration, or to this Article. Any approval or permission, granted by the Committee, shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications, or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant, and any approval or permission granted by the Committee shall not in any way be construed to mean acceptance of any submission to any private or governmental agency.

3. **USE OF LOTS.** From and after the date of this Declaration, no structure other than a private single family dwelling shall be erected, placed, or permitted to remain on any lot of the subject property. From and after the date of this Declaration any additions must comply with all applicable building codes, zoning laws, and the minimum building standards. Any activity of a noxious or offensive nature may be not be conducted upon any lot of the subject property, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. No portion of any tract of the subject property shall be used or maintained as a dumping ground for rubbish or junk, specifically junked vehicles, unlicensed vehicles, vehicles which are not in running condition, or are in a state of disrepair, appliances, etc. Trash, garbage, or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No trash, litter, or junk shall be permitted to remain exposed upon the premises.
4. **HOME OCCUPATIONS** are permitted, however, nothing in this section shall be construed to relieve any person from compliance with any and all applicable city and county zoning regulations. The applicant shall be responsible to determine which regulations govern applicant's intended and actual home occupation use and shall be responsible for complying with these regulations.

In addition, all home occupation uses shall be in compliance with the following restrictions:

There shall be no offensive noises, vibration, smoke, dust, odors, heat, electronic, or magnetic interference resulting from such home occupation use.

One unlighted sign, compatible with the residence and neighborhood, not over 18" by 24" shall be permitted providing it is attached flat against the structure or window.

Employees working on the site of the home occupation shall be bonafide, full-time residents of the principal residence on the lot only.

Massage Parlors/Technicians are not allowed.

Any other home occupation which is considered noxious, offensive, or annoying by at least 75% of owners of record of the lots within the subject property.

5. **TEMPORARY BUILDINGS.** No structure of a temporary character, trailer, modular, tent, shack, or barracks, shall be used on the subject property as a family dwelling.
6. **CONSTRUCTION TIME:** Once construction is begun on any wall or fence, or storage shed on the subject property after the date of this Declaration, such construction shall be completed within one (1) year of the time such construction was begun.
7. **SITE IMPROVEMENTS:** No buildings, fencing, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns that exist through the subdivision as a whole. Owner shall sod or seed, and landscape at least the front yard of the property by the end of the first summer season.
8. **VEHICLES:** vehicles which are not in running condition or are in a state of disrepair shall not be parked anywhere on the subject property, or the public roadways adjacent to the subject property, more than 72 hours at any one time, or as a repeated practice. Trailers, boats, stock trailers, trailer campers, RV's, buses, carry-all trailers, horse trailers, trucks larger than general use pickups, hitches, boat campers, or like vehicular equipment shall not be habitually parked along any of the public roadways adjacent to the subject property. Owners of such vehicular equipment shall attempt to park such vehicles away from the general view of adjacent landowners and away from the roadway side of any house.

9. FENCES: Privacy fencing and/or boundary fencing is allowed. Any and all boundary fencing to be constructed subsequent to the time of the filing of these covenants shall not include barbed wire, sheep wire, chain link fence, or steel "T" posts.
10. EASEMENTS: Easements and rights of way as shown on the recorded plat are hereby reserved on the subject property for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephones, sewer, water, or any other public or quasi-public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction or repair.
11. MAINTENANCE: All owners shall maintain or provide for the maintenance of homes, improvements, and landscaping upon their lots.
12. GENERAL PROVISIONS.

Section 1. Enforcement And Remedies. These covenants, conditions, and restrictions may be enforced by any legal or equitable owner(s) or by the Committee, or the Declarants, ad their successors and assigns, by appropriate proceedings of law, or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available. The party found to have violated these covenants shall be responsible for the reasonable attorney's fees included by the owners(s), Committee, or Declarants in the proceedings either to enjoin a violation or for the recovery of the damages. The failure to enforce or cause the abatement of any violation of the covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within these covenants.

Although it is a right, it is not the obligation, or the responsibility, of the Committee or Declarants to prosecute violation of these covenants. Under no circumstances shall an owner bring any claim, demand, or action against the Committee or Declarants relating in any way to a violation of the covenants by another owner.

Section 2. Duration and Amendment. The covenants and restrictions of this Declaration of Protective Covenants shall run with and bind the Subject Property for a term of 20 years from the ate this Declaration of Protective Covenants recorded in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming, after

which time they shall be automatically extended for successive periods of 10 years each, unless terminated at the end of any such period by written vote of the majority of the then record owners.

This Declaration of Protective covenants may be amended in whole or in part during the first 20 year period by a written instrument executed by a majority of the then recorded owners.

Any termination or amendment of this Declaration of Protective Covenants must also be approved in writing by the Declarants (or their successors) in order to be valid. Any termination or amendment which has been approved by the Declarants shall be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.

Whenever a vote of the owners is required in this Declaration of Protective Covenants, an owner shall be entitled to one (1) vote for each lot owned. Two or more persons owning a lot (e.g., joint ownership by a husband and wife, etc.) shall collectively be entitled to one (1) vote per lot.

Section 3: Benefits and Burdens. The terms and provisions contained in this Declaration of Protective Covenants shall bind and insure to the benefit of the Declarants and the owners of the lots located within the subject property and their respective heirs, successors, personal representatives, and assigns.

Section 4: Severability. Invalidation of any one of the provisions or restrictions in this Declaration of Protective Covenants by Judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 5: Variances. Variances to any of the covenants contained herein may be granted by the Committee as appropriate in special cases and circumstances, at the sole discretion of the Committee, on an extremely limited case by case basis. Any and all variances must be approved in writing by the Committee as a whole.

Section 6. Liability of Committee and Declarants. No owner or other individual with proper standing shall make any claim, demand, or take any action whatsoever against the Committee or it's designated representative, or Declarants, or any of their respective successors or assigns, and neither shall any of the aforementioned be liable to any owner for any damages of any nature whatsoever by reason of any action, inaction, approval, or disapproval whatsoever related in any way to any of the covenants, or provisions of this Declaration of Protective Covenants in its entirety.

Max Padilla
By: Max Padilla, Member

Charlene Padilla
By: Charlene Padilla, Member

STATE OF WYOMING
ss.
COUNTY OF LARAMIE

The foregoing "Declaration of Protective Covenants for Westerfield 2nd Filing Bock 2 Lots 1 and 2" was acknowledged before me by Max Padilla and Charlene Padilla, members of the Architectural Control Committee* this 25th day of Nov., 2003.
*Westerfield 2nd Filing

Witness my hand and official seal.

Theresa Ann Henander
Notary Public

