DECLARATION OF PROTECTIVE COVENANTS

Lot 5, Block 67, The East 5 feet of Lot 9, and Lots 10 thru 17, Block 70;

WESTERN HILLS NORTH
an addition to the City of Cheyenne, being a subdivision situated in the SW 1/4 of
Section 12, T. 14 N., R 67 W., 6th P.M., Laramie County, Wyoming.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Keizer Land Company, a limited liability
company organized under the laws of the State of Wyoming, being the owner in fee simple of the lots
described above in Western Hills North, an addition to the City of Cheyenne, Laramie County, Wyoming,
does hereby make this Declaration of Protective Covenants applicable to all the described property.

1. Land Use and Building Types: No lot shall be used for other than residential purposes,
specifically for the construction of single family dwellings or twinhome units with associated garages.

2. Architectural Control: No building shall be erected, placed or altered on any lot until the
construction plans and specifications and a site 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 location with respect to topography and finish grade
elevations. All construction shall be new and no building or buildings may be removed from another
location to any site within this subdivision. Approval by the Architectural Control Committee shall be
as provided in paragraph #17.

3. Dwelling Quality and Size: The principal dwelling shall have a minimum fully enclosed
ground floor area devoted to living purposes, exclusive of porches, terraces and garages, of 1,400
square feet; except where the principal dwelling is a multi-story home, the total living area above
ground is not less than 1,800 square feet. It is understood that these minimum area requirements shall
be determined by measurement of the framing dimensions of the living quarters only and are exclusive
of basement area.

   Exterior design, exterior construction materials and exterior colors of all dwellings must be
approved, in writing, by the Architectural Control Committee. A dwelling must have no less than
25% of the exterior surface covered with appropriate masonry. For purposes of this declaration,
brick and rock are deemed appropriate masonry. Concrete siding or simulated brick products like Nova
Brick™ are not approved material for meeting the 25% appropriate masonry requirement. When a
Dryvit™ (or equivalent stucco-like product) is used on the entire exterior of the home, it will be
deemed to be appropriate masonry.

   Roofing must be shake shingles, Woodroof™, Timberline™ or Alaskan™ asphalt or fiberglass
shingles (or equivalent weight and grade products). The intent is to have a designer-type roof and
specifically, no T-lock shingles, standard 3 tab shingles or metal roofs are allowed. Approved roofing
colors shall be black, brown, weathered wood or dark gray tones. Any other colors shall require
specific written approval of the Architectural Control Committee.

RECORDED 10/25/2002 AT 1:53 PM REC.: 332355 3K8 1675 P68 177
XEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 5
Any new products that an owner would like to use as "appropriate masonry" or "approved roofing" can be submitted to the Architectural Control Committee for approval. Approval or disapproval shall be at the sole discretion of the Committee.

Each dwelling shall have, at minimum, a two car garage. Three or four car garages may be allowed by the Architectural Control Committee if the design is deemed appropriate.

An engineered foundation sufficient to satisfy the City Engineer shall be required for each home being built. The Geotechnical Engineering Report also recommends a perimeter drain system for homes being built with basements.

4. **Building Locations:** No structure shall be closer to the front lot line than 25 feet, nor closer to the rear lot line than 25 feet. For the purposes of this covenants, eaves, steps, and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building or improvements to encroach upon another lot or easement.

5. **Special Fencing and Landscape Requirements:**

   A. **Bishop Blvd.** Upon initial development of these lots, a standard fence shall be constructed along Bishop Blvd. by Kelzer Land Company, LLC. No portion of this fence, including the decorative iron inserts, shall be removed, replaced, painted or altered in a manner which detracts from the conformity of design. The fencing on each lot shall be appropriately maintained by the owner of that lot.

   Narrow leaf cottonwood trees shall be planted every 25 feet along Bishop Blvd. They must be appropriately maintained and replaced with the same species if they should die. Additional trees may be added, but these cannot be removed.

   B. **Laughlin Road.** A standard fence shall be required on the north property line of the lots backing up to Laughlin Road, specifically Lots 10 thru 13, Block 70. The owners of these lots shall be required to build a 6 foot high cedar privacy fence, consisting of 4" pickets, 3 rails, and 4" x 4" posts no further apart than 8 feet. The pickets shall face toward the home and the rails shall face to the outside toward Laughlin Road. The fence will be required on the rear lot line enclosing easement areas, if any. This fence shall be installed upon completion of the home. No portion of this fence shall be altered in a manner which detracts from the conformity of design. The fencing on each lot shall be appropriately maintained by the owners of that lot.

6. **Restrained Activities - Owners Association:** In order to regulate and keep conformity of design, all major repairs, maintenance, decorating and yard upkeep shall be governed by an informal association of all lot owners. Each lot owner shall have one vote and a majority of lot owners shall rule on a given question. In the event that a controversy arises and a determination cannot be made, the matter shall be referred to the Architectural Control Committee whose decision shall be final. The requirements of this paragraph are intended to be in addition to any requirements contained in this Declaration, not to replace any requirement contained elsewhere in this Declaration of Protective Covenants. No owner shall be allowed to engage in the hereinafter described "Restrained Activities" without consent of a majority of the lot owners:
A. RESTRAINED ACTIVITIES AFTER COMPLETION OF INITIAL CONSTRUCTION:

1. Alteration of Exterior Design: It shall be a restrained activity to remove, replace, repair or alter any feature which would change the exterior appearance of the building or front yard. Features covered by this restraint consist of, but are not limited to, brick, siding, paint, roofing, gutters and downspouts, walls, concrete porches, sidewalks and driveways, landscaping and fencing.

   a. Color and Quality Requirements: When exterior building materials, roofing, siding, garage doors, eaves, downspouts etc. need repaired or replaced it shall be of a similar type, grade and COLOR as when originally built.

   b. Landscaping: No TOTAL xeriscape landscaping, desert landscaping, gravel, etc., will be permitted on any lot in this subdivision. Xeriscape aspects may be included in the landscape plan, as long as there are grassed areas totaling 50% of the front yard and 50% of the rear yards.

   c. Fencing: There shall be no front yard fencing. 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. Any fence placed across a recorded drainage easement shall have the bottom of the fence kept a minimum of six inches above the flow line of the drainage easement. Also see fencing requirements in ¶ 5.

   d. Mandatory Repairs: In the event of damage or destruction of any or all properties covered by these covenants, the damaged property shall be promptly repaired or reconstructed at the cost of the present owner. Repairs and reconstruction shall be completed in such a way as to not change the outward appearance of the building or grounds.

7. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on public record. 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 the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas 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.

8. Street Access and Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the property lines and a line connecting them at points 15 feet from the intersection of the property lines, or in the case of a rounded property corner from the intersection of the property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of the property line with the edge of a driveway. No tree shall be permitted to remain within such a distance to such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

No driveway access, either front, rear or side yard, shall be allowed onto Laughlin Road or Bishop Boulevard from any lot regulated by these covenants.

9. Auxiliary Buildings: No detached structures for storage, either of a permanent or temporary nature, shall be allowed.
10. **Temporary Structures:** No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage, or barn shall be used on any lot at any time as a residence, either temporary or permanent. However, this covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structure whenever the same has been on the premises an unreasonable length of time, or in any other way, has become a nuisance.

11. **Nuisances:** No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. **Parking and Non-Operative Vehicles and Facilities:** Parking of trailers, campers, recreational vehicles and otherwise large vehicles shall be limited to a period of 72 hours, when parked on the street in front of a residence or on any portion of the lot. The parking of boats, trailers, or any other type of recreational vehicle shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use. 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 any portion of a lot for a period of more than 24 hours at any one time or as a repeated matter of practice.

13. **Signs:** No sign of any kind, on any lot, shall be displayed in public view except one professional sign of not more than one square foot, 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 during the construction and sales period.

14. **Oil and Mining Operations:** No oil drilling, oil development operations, oil refining, quarrying or 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.

15. **Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; except that no more than two dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

16. **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish, trash and garbage. Garbage and all waste shall be kept in sanitary containers.

17. **The Architectural Control Committee:** The Architectural Control Committee shall be composed of the following persons: Dale Kelzer, Sharon Kelzer, James Kelzer and Paul Fauendienst. Action by the committee may be requested by writing to P. O. Box 482, Cheyenne, Wy 82003. A majority of the committee may designate a representative to act for it. In the event of death, or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. None of the members of the committee, or their designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. After 30 years from the date of this instrument, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee, or to amend any powers or duties of the committee.
18. Procedure: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to review the plans or issue a written approval or disapproval within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

19. Term: 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 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.

20. 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 covenants 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 violation or for the recovery of the damages. The Architectural Control Committee is in no way responsible for the enforcement of the restrictions in this declaration.

21. Severability: Invalidation of any 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.

THIS DECLARATION OF PROTECTIVE COVENANTS IS SIGNED THIS 30th day of September, 2002

KEIZER LAND COMPANY,
a Limited Liability Company

by Dale M. Keizer, President

STATE OF WYOMING )
COUNTY OF LARAMIE )

The foregoing DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me by Dale M.

Keizer as President of Keizer Land Company, LLC. this 30th day of September, 2002.

WITNESS MY HAND AND OFFICIAL SEAL

[Seal]

My Commission Expires 6-7-2004

Notary Public

[Signature]

RECORDED 10/02/2002 AT 1:53 PM REC#: 332355 R#: 1675 PG#: 181
DECLARATION OF PROTECTIVE COVENANTS

Lot 3, Block 65; Lots 9 thru 16, Block 66; Lot 2, Block 67; Lots 9 thru 13, Block 68;
Lots 1 thru 9 and 14 thru 22, Block 69; Lots 1 thru 9, Block 70;
and Lots 9 thru 12, Block 71

WESTERN HILLS NORTH

an addition to the City of Cheyenne, being a subdivision situated in the SW 1/4 of
Section 12, T. 14 N., R 67 W., 6th P.M., Laramie County, Wyoming.

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company organized under the laws of the State of Wyoming, being the owner in fee simple of the lots described
above in Western Hills North, an addition to the City of Cheyenne, Laramie County, Wyoming, does here by
make this Declaration of Protective Covenants applicable to all the described property.

1. One Family Residences Required: No lot shall be used except for a one family detached residential
dwelling, with associated two or three car garage. When the design is deemed appropriate, a garage for a
fourth car may be allowed only upon specific written authorization of the Architectural Control Committee.

2. Architectural Control: No building shall be erected, placed or altered on any lot until the
construction plans and specifications and a site 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 location with respect to topography and finish grade elevations. All
construction shall be new and no building or buildings may be removed from another location to any site within
this subdivision. Approval by the Architectural Control Committee shall be as provided in paragraph #18.

3. Dwelling Quality and Size: The principal dwelling shall have a minimum fully enclosed ground
floor area devoted to living purposes, exclusive of porches, terraces and garages, of 1,700 square feet; except
where the principal dwelling is a multi-story home, the total living area above ground is not less than 2,000
square feet. It is understood that these minimum area requirements shall be determined by measurement of
the framing dimensions of the living quarters only and are exclusive of basement area.

Exterior design, exterior construction materials and exterior colors of all dwellings must be approved, in
writing, by the Architectural Control Committee. A dwelling must have no less than 25% of the exterior
surface covered with appropriate masonry. For purposes of this declaration, brick and rock are deemed
appropriate masonry. When a Dryvit™ (or equivalent stucco-like product) is used on the entire exterior of
the home, it will be deemed to be appropriate masonry. Simulated brick products like Nova Brick™ or
concrete siding are not approved material for meeting the 25% appropriate masonry requirement.

Roofing must be shake shingles, Woodroof™, Timberline™ or Alaskan™ asphalt or fiberglass
shingles (equivalent weight and grade products). The intent is to have a designer-type roof and
specifically, no T-lock shingles, standard 3 tab-shingles or metal roofs are allowed. Roofing colors will be
black, brown, weathered wood or dark gray tones. Any other colors will require specific written approval of
the Architectural Control Committee.

Any new products that an owner would like to use as "appropriate masonry" or "approved roofing" can
be submitted to the Architectural Control Committee. Approval or disapproval shall be the sole discretion of
the Committee.

An engineered foundation sufficient to satisfy the City Engineer shall be required for each home to be
built. The Geotechnical Engineering Report also recommends a perimeter drain system for homes to be built
with basements.
4. **Minimum Lot Size and Building Locations**: No residential structure shall be erected or placed on less than one lot. No lot shall be further divided. If more than one lot shall be combined to build one dwelling on, these conditions shall apply to the combined lots as if they were one site. No structure shall be closer to the front lot line than 25 feet, nor closer to the rear lot line than 25 feet. No structure on any lot shall be located closer than 7.5 feet from side lot lines. For the purposes of these covenants, eaves, steps, and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building or improvements to encroach upon another lot or easement.

5. **Specific Site Requirements for Specific Lots**: Lot 1, Block 70, shall maintain the east one-half of the easement for Evers Boulevard adjacent to said lot and have all right to use of said Evers Right of Way until such time as the City of Cheyenne deems it necessary to construct the roadway. Lot 12, Block 71, shall maintain the west one-half of the easement for Evers Boulevard adjacent to said lot and have all right to use of said Evers Right of Way until such time as the City of Cheyenne deems it necessary to construct the roadway. No permanent structures shall be placed in the Right of Way. Prior to construction all improvements within the Right of Way will be vacated by owner, if improvements are not removed they shall become the property of the City of Cheyenne. The City has agreed to provide a minimum of 12 months notice prior to construction of the roadway.

6. **Auxiliary Buildings**: Buildings detached from the main living structure may be allowed only with the specific approval of the Architectural Control Committee. The same style, building materials, color and design as the principal dwelling will be a minimum requirement for approval of an auxiliary structure. No detached structures for storage will be allowed unless approved under this paragraph.

7. **Temporary Structures**: No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage, or barn shall be used on any lot at any time as a residence, either temporary or permanent. However, this covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structure whenever the same has been on the premises an unreasonable length of time, or in any other way, has become a nuisance.

8. **Landscaping and Fencing**: No TOTAL xeriscape landscaping, desert landscaping, gravel, etc., shall be permitted on any lot this subdivision. Xeriscape aspects may be included in the landscape plan, as long as there are grassed areas totaling 50% of the front yard. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. Any fence constructed across a recorded drainage easement shall have the bottom of the fence kept a minimum of six inches above the flow line of the drainage easement. There shall be no front yard fencing, except that small unobtrusive portions of aesthetically pleasing fencing might be allowed in connection with a total landscape plan, which would require the approval of the Architectural Control Committee.

9. **Special Fencing Requirements**: A standard fence shall be required on the north property line of the lots backing up to Laughlin Road, specifically Lots 1 thru 9, Block 70, and Lots 9 thru 12, Block 71. The owners of these lots shall be required to build a 6 foot high cedar privacy fence, consisting of 4" pickets, 3 rails, and 4" x 4" posts no further apart than 8 feet. The pickets must face toward the home and the rails must face to the outside toward Laughlin Road. The fence will be required on the rear lot line enclosing easement areas, if any. This fence must be installed within one year after the completion of the home. No portion of this fence shall be altered in a manner which detracts from the conformity of design. The fencing of each lot shall be appropriately maintained by the owners of that lot.
10. **Easements**: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on public record. 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 the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas 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.

11. **Street Access and Sight Distance at Intersections**: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the property lines and a line connecting them at points 15 feet from the intersection of the property lines, or in the case of a rounded property corner from the intersection of the property lines extended. The same sight-line limitations shall apply to any lot within 10 feet from the intersection of the property line with the edge of a driveway. No tree shall be permitted to remain within such a distance to such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

No driveway access, either front, rear or side yard, shall be allowed onto Laughlin Road from any lot regulated by these covenants.

12. **Nuisances**: No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. **Parking and Non-Operative Vehicles and Facilities**: Parking of trailers, campers, recreational vehicles and otherwise large vehicles shall be limited to a period of 72 hours 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 and trailers on the street, or on any parking area between the front building line of the residence and a street, shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use. 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 in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.

14. **Signs**: No sign of any kind, on any lot, shall be displayed in public view except one professional sign of not more than one square foot, 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 during the construction and sales period.

15. **Oil and Mining Operations**: No oil drilling, oil development operations, oil refining, quarrying or 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.

16. **Livestock and Poultry**: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; except that no more than two dogs, cats and other household pets may be kept provided that they are not kept bred or maintained for any commercial purpose.

17. **Garbage and Refuse Disposal**: No lot shall be used or maintained as a dumping ground for rubbish, trash and garbage. Garbage and all waste shall be kept in sanitary containers.
18. **The Architectural Control Committee**: The Architectural Control Committee shall be composed of the following persons: Dale Keizer, Sharon Keizer and James Keizer. A majority of the committee may designate a representative to act for it. In the event of death, or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. None of the members of the committee, nor their designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. After 30 years from the date of this instrument, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to amend any powers or duties of the committee.

19. **Procedure**: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to act timely, or issue a written approval or disapproval within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

20. **Term**: 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 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.

21. **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 covenants 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 violation or for the recovery of the damages. The Architectural Control Committee is in no way responsible for the enforcement of the restrictions in this declaration.

22. **Severability**: Invalidation of any 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.

**THIS DECLARATION OF PROTECTIVE COVENANTS** is signed this 30th day of September, 2002.

**KEIZER LAND COMPANY,**
*a Limited Liability Company*

\[Signature\]

Dale M. Keizer, President

**STATE OF WYOMING**

\{\}

**COUNTY OF LARAMIE**

\{\}

The foregoing **DECLARATION OF PROTECTIVE COVENANTS** was acknowledged before me by **DALE M. KEIZER**

**AS PRESIDENT OF KEIZER LAND COMPANY, LLC.**

\[Signature\]

this 30th day of September, 2002.

**WITNESS MY HAND AND SEAL:**

\[Signature\]

Notary Public

\[Stamp\]

My Commission Expires: 2004

**RECORDED 10/02/2002 AT 1:53 PM REC# 33366# K#: 1675 PG# 185**
DECLARATION OF PROTECTIVE COVENANTS

Lot 45 thru 47, Block 48; Lots 4 thru 14, Block 65; Lots 1 thru 8 and Lots 14 thru 23, Block 68; and Lots 1 thru 8, Block 71

WESTERN HILLS NORTH
an addition to the City of Cheyenne, being a subdivision situated in the SW 1/4 of Section 12, T. 14 N., R 67 W., 6th P.M., Laramie County, Wyoming.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Keizer Land Company, a limited liability company organized under the laws of the State of Wyoming, being the owner in fee simple of the lots described above in Western Hills North, an addition to the City of Cheyenne, Laramie County, Wyoming, does hereby make this Declaration of Protective Covenants applicable to all the described property.

1. One Family Residences Required: No lot shall be used except for a one family detached residential dwelling, with associated two or three car garage. When the design is deemed appropriate, a garage for a fourth car may be allowed only upon specific written authorization of the Architectural Control Committee.

2. Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a site 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 location with respect to topography and finish grade elevations. All construction shall be new and no building or buildings may be removed from another location to any site within this subdivision. Approval by the Architectural Control Committee shall be as provided in paragraph #18.

3. Dwelling Quality and Size: The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages, of 1,700 square feet; except where the principal dwelling is a multi-story home, the total living area above ground is not less than 2,000 square feet. It is understood that these minimum area requirements shall be determined by measurement of the framing dimensions of the living quarters only and are exclusive of basement area.

   Exterior design, exterior construction materials and exterior colors of all dwellings must be approved, in writing, by the Architectural Control Committee. A dwelling must have no less than 25% of the exterior surface covered with appropriate masonry. For purposes of this declaration, brick and rock are deemed appropriate masonry. When a Dryvit™ (or equivalent stucco-like product) is used on the entire exterior of the home, it will be deemed to be appropriate masonry. Simulated brick products like Nova Brick™ or concrete siding are not approved material for meeting the 25% appropriate masonry requirement.

   Roofing must be shake shingles, Malarkey™, Timberline™ or Alaskan™ asphalt or fiberglass shingles (or equivalent weight and grade products). The intent is to have a designer-type roof and specifically, no T-112 shingles, standard 3 tab-shingles or metal roofs are allowed. Roofing colors will be black, brown, weathered wood or dark gray tones. Any other colors will require specific written approval of the Architectural Control Committee.

   Any new products that an owner would like to use as "appropriate masonry" or "approved roofing" can be submitted to the Architectural Control Committee. Approval or disapproval shall be the sole discretion of the Committee.

   An engineered foundation sufficient to satisfy the City Engineer shall be required for each home to be built. The Geotechnical Engineering Report also recommends a perimeter drain system for homes to be built with basements.
4. **Minimum Lot Size and Building Location:** No residential structure shall be erected or placed on less than one lot. No lot shall be further divided. If more than one lot shall be combined to build one dwelling on, these conditions shall apply to the combined lots as if they were one site. No structure shall be closer to the front lot line than 25 feet, nor closer to the rear lot line than 25 feet. No structure on any lot shall be located closer than 7.5 feet from side lot lines. For the purposes of these covenants, eaves, steps, and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building or improvements to encroach upon another lot or easement.

5. **Specific Site Requirements for Specific Lots:** Lot 1, Block 71, shall maintain the east one-half of the easement for Hawthorne Drive adjacent to said lot and have all right to use of said Hawthorne Right of Way until such time as the City of Cheyenne deems it necessary to construct the roadway. Lot 47, Block 48, shall maintain the west one-half of the easement for Hawthorne Drive adjacent to said lot and have all right to use of said Hawthorne Right of Way until such time as the City of Cheyenne deems it necessary to construct the roadway. No permanent structures shall be placed in the Right of Way. Prior to construction all improvements within the Right of Way will be vacated by owner, if improvements are not removed they shall become the property of the City of Cheyenne. The City has agreed to provide a minimum of 12 months notice prior to construction of the roadway. There is a temporary road reservation on Lots 46 and 47, Block 48, together with Lot 1, Block 71, until Hawthorne Drive is extended. (See recorded plat for exact locations.)

6. **Auxiliary Buildings:** Buildings detached from the main living structure may be allowed only with the specific approval of the Architectural Control Committee. The same style, building materials, color and design as the principal dwelling will be a minimum requirement for approval of an auxiliary structure. No detached structures for storage will be allowed unless approved under this paragraph.

7. **Temporary Structures:** No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage, or barn shall be used on any lot at any time as a residence, either temporary or permanent. However, this covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structure whenever the same has been on the premises an unreasonable length of time, or in any other way, has become a nuisance.

8. **Landscaping and Fencing:** No TOTAL xeriscape landscaping, desert landscaping, gravel, etc., shall be permitted on any lot this subdivision. Xeriscape aspects may be included in the landscape plan, as long as there are grassed areas totaling 50% of the front yard. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. Any fence constructed across a recorded drainage easement shall have the bottom of the fence kept a minimum of six inches above the flow line of the drainage easement. There shall be no front yard fencing, except that small unobtrusive portions of aesthetically pleasing fencing might be allowed in connection with a total landscape plan, which would require the approval of the Architectural Control Committee.

9. **Special Fencing Requirements:** A standard fence shall be required on the north property line of the lots backing up to Laughlin Road, specifically Lot 47, Block 48, and Lots 1 thru 8, Block 71. The owners of these lots shall be required to build a 6 foot high cedar privacy fence, consisting of 4" pickets with 3 rails. Posts must be no less that 4" x 4" and no larger than 6" x 6" and no further apart than 8 feet. The pickets must face toward the home and the rails must face to the outside toward Laughlin Road. The fence will be required on the rear lot line enclosing easement areas, if any. This fence must be installed within one year after the completion of the home. No portion of this fence shall be altered in a manner which detracts from the conformity of design. The fencing of each lot shall be appropriately maintained by the owners of that lot.
10. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on public record. 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 the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas 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.

11. Street Access and Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the property lines and a line connecting them at points 15 feet from the intersection of the property lines, or in the case of a rounded property corner from the intersection of the property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of the property line with the edge of a driveway. No tree shall be permitted to remain within such a distance to such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

No driveway access, either front, rear or side yard, shall be allowed onto Laughlin Road from any lot regulated by these covenants.

12. Nuisances: No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. Parking and Non-Operative Vehicles and Facilities: Parking of trailers, campers, recreational vehicles and otherwise large vehicles shall be limited to a period of 72 hours 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 and trailers on the street, or on any parking area between the front building line of the residence and a street, shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use. 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 in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.

14. Signs: No sign of any kind, on any lot, shall be displayed in public view except one professional sign of not more than one square foot, 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 during the construction and sales period.

15. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or 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.

16. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; except that no more than two dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

17. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash and garbage. Garbage and all waste shall be kept in sanitary containers. During initial construction, the owner is required to maintain proper on-site trash containment and sanitary facilities.
18. **The Architectural Control Committee:** The Architectural Control Committee shall be composed of the following persons: Dale Keizer, Sharon Keizer and James Keizer. A majority of the committee may designate a representative to act for it. In the event of death, or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. None of the members of the committee, nor their designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. After 30 years from the date of this instrument, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to amend any powers or duties of the committee.

19. **Procedure:** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to review the plans or issue a written approval or disapproval within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

20. **Term:** 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 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.

21. **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 covenants 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 violation or for the recovery of the damages. The Architectural Control Committee is in no way responsible for the enforcement of the restrictions in this declaration.

22. **Severability:** Invalidation of any 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.

**THIS DECLARATION OF PROTECTIVE COVENANTS** is signed this 4th day of August, 2003.

**KEIZER LAND COMPANY,**

a Limited Liability Company

by Dale M. Keizer, President

STATE OF WYOMING }

COUNTY OF LARAMIE }

The foregoing DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me by DALE M. KEIZER

AS PRESIDENT OF KEIZER LAND COMPANY, LLC this 4th day of August, 2003.

**WITNESS**

My Commission Expires: 6-7-2004

[Notary Public Signature]
CLERK OF LARAMIE COUNTY
TARGET SHEET FOR NON-EXISTING RECORDS

Date: ____________________

This certifies that

does not exist.

Debra K. Lathrop
Clerk of Laramie County

By: Patricia Bon
Deputy County Clerk

020-062 (R/1/99)
DECLARATION OF PROTECTIVE COVENANTS

Lot 37 thru 44, Block 48; Lots 13 thru 32, Block 64;
WESTERN HILLS NORTH
an addition to the City of Cheyenne, being a subdivision situated in the SW 1/4 of
Section 12, T. 14 N., R 67 W., 6th P.M., Laramie County, Wyoming.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Keizer Land Company, a limited liability
company organized under the laws of the State of Wyoming, being the owner in fee simple of the lots described
above in Western Hills North, an addition to the City of Cheyenne, Laramie County, Wyoming, does here by
make this Declaration of Protective Covenants applicable to all the described property.

1. **One Family Residences Required:** No lot shall be used except for a one family detached residential
dwelling, with associated two or three car garage. When the design is deemed appropriate, a garage for a
fourth car may be allowed only upon specific written authorization of the Architectural Control Committee.

2. **Architectural Control:** No building shall be erected, placed or altered on any lot until the
construction plans and specifications and a site 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 location with respect to topography and finish grade elevations. All
construction shall be new and no building or buildings may be removed from another location to any site within
this subdivision. Approval by the Architectural Control Committee shall be as provided in paragraph #18.

3. ** Dwelling Quality and Size:** The principal dwelling shall have a minimum fully enclosed ground
floor area devoted to living purposes, exclusive of porches, terraces and garages, of 1,700 square feet; except
where the principal dwelling is a multi-story home, the total living area above ground is not less than 2,000
square feet. It is understood that these minimum area requirements shall be determined by measurement of
the framing dimensions of the living quarters only and are exclusive of basement area.

Exterior design, exterior construction materials and exterior colors of all dwellings must be approved, in
writing, by the Architectural Control Committee. A dwelling must have no less than 25% of the exterior
surface covered with appropriate masonry. For purposes of this declaration, brick and rock are deemed
appropriate masonry. When a Dryvit™ (or equivalent stucco-like product) is used on the entire exterior of
the home, it will be deemed to be appropriate masonry. Simulated brick products like Nova Brick™ or
concrete siding are not approved material for meeting the 25% appropriate masonry requirement.

Roofing must be shake shingles, Malarkey™, Timberline™ or Alaskan™ asphalt or fiberglass
shingles (or equivalent weight and grade products). The intent is to have a designer-type roof and
specifically, no T-lock shingles, standard 3 tab-shingles or metal roofs are allowed. Roofing colors will be
black, brown, weathered wood or dark gray tones. Any other colors will require specific written approval of
the Architectural Control Committee.

Any new products that an owner would like to use as "appropriate masonry" or "approved roofing" can
be submitted to the Architectural Control Committee. Approval or disapproval shall be the sole discretion of
the Committee.

An engineered foundation sufficient to satisfy the City Engineer shall be required for each home to be
built. The Geotechnical Engineering Report also recommends a perimeter drain system for homes to be built
with basements.
4. **Minimum Lot Size and Building Location**: No residential structure shall be erected or placed on less than one lot. No lot shall be further divided. If more than one lot shall be combined to build one dwelling on, these conditions shall apply to the combined lots as if they were one site. No structure shall be closer to the front lot line than 25 feet, nor closer to the rear lot line than 25 feet. No structure on any lot shall be located closer than 7.5 feet from side lot lines. For the purposes of these covenants, eaves, steps, and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building or improvements to encroach upon another lot or easement.

5. **Auxiliary & Storage Buildings**: Buildings detached from the main living structure may be allowed only with the specific approval of the Architectural Control Committee. The same style, building materials, color and architectural features as the principal dwelling will be a minimum requirement for approval of a detached auxiliary structure. No detached structures for storage will be allowed unless approved under this paragraph; specifically no metal or vinyl pre-built storage sheds or buildings will be allowed on any lot.

6. **Landscaping and Fencing**: No TOTAL xeriscape landscaping, desert landscaping, gravel, etc., shall be permitted on any lot in this subdivision. Xeriscape aspects may be included in the landscape plan, as long as there are grassed areas totaling 50% of the front yard. Also see ¶ 8 for special requirements for drainage way adjacent to West Dale Boulevard.

   No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. Any fence constructed across a recorded drainage easement shall have the bottom of the fence kept a minimum of six inches above the flow line of the drainage easement. Also see ¶ 8 for special requirements for drainage way adjacent to West Dale Boulevard. There shall be no front yard fencing, except that small unobtrusive portions of aesthetically pleasing fencing might be allowed in connection with a total landscape plan, which would require the approval of the Architectural Control Committee.

7. **Easements**: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on public record. 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 the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas 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. Also see ¶ 8 for special requirements for drainage way adjacent to West Dale Boulevard.

8. **Special Requirements for Drainage Way Adjacent to West Dale Boulevard**: There is a recorded easement and drainage way constructed along the south side of West Dale Boulevard. The driveway structures, rock and grass areas must be maintained as originally constructed. The dirt grades within this easement shall not be altered in any manner. The owner of each lot may replace the existing native grass with sod and sprinkler system, but all areas must be maintained in grass. No retaining walls or fences are allowed in the drainage way easement. This drainage way easement must be continuously maintained by the owner of each lot in an attractive manner.

   Where allowed, plantings shall not be done at a density greater than one plant per 100 square feet. Planting restrictions in this drainage way are as follows:

   On Lots 13, 14, 15, 17, 24, 25, 26, in Block 64, and Lots 43 & 44, Block 48. Within the existing drainage way easement there shall be no shrubs, bushes or conifer (evergreen) trees. Only single trunk deciduous tree will be allowed. Single trunk deciduous trees must be planted at least 3 feet above the channel bottom. Grass is the only planting allowed within 50 feet of any culvert.

   On Lot 16, Block 65, ONLY there is a wider drainage area and within the existing drainage way easement there shall be allowed no plantings lower than 2 feet above the channel bottom. At 2 feet above the channel bottom, only single trunk deciduous trees will be allowed. At 2.5 feet above the channel bottom, bushes, shrubs and trees will be allowed. Grass is the only planting allowed within 50 feet of any culvert.
9. **Street Access and Sight Distance at Intersections:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the property lines and a line connecting them at points 15 feet from the intersection of the property lines, or in the case of a rounded property corner from the intersection of the property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of the property line with the edge of a driveway. No tree shall be permitted to remain within such a distance to such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. **Temporary Structures:** No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage, or barn shall be used on any lot at any time as a residence, either temporary or permanent. However, this covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structure whenever the same has been on the premises an unreasonable length of time, or in any other way, has become a nuisance.

11. **Nuisances:** No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. **Parking and Non-Operative Vehicles and Facilities:** Parking of trailers, campers, recreational vehicles and otherwise large vehicles shall be limited to a period of 72 hours 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 and trailers on the street, or on any parking area between the front building line of the residence and a street, shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use. 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 in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.

13. **Signs:** No sign of any kind, on any lot, shall be displayed in public view except one professional sign of not more than one square foot, 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 during the construction and sales period.

14. **Oil and Mining Operations:** No oil drilling, oil development operations, oil refining, quarrying or 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.

15. **Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; except that no more than two dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

16. **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish, trash and garbage. Garbage and all waste shall be kept in sanitary containers. During initial construction, the owner is required to maintain proper on-site trash containment and sanitary facilities.
17. **The Architectural Control Committee:** The Architectural Control Committee shall be composed of the following persons: Dale Keizer, Sharon Keizer and James Keizer. A majority of the committee may designate a representative to act for it. In the event of death, or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. None of the members of the committee, nor their designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. After 30 years from the date of this instrument, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to amend any powers or duties of the committee.

18. **Procedure:** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to review the plans or issue a written approval or disapproval within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

19. **Term:** 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 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.

20. **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 covenants 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 violation or for the recovery of the damages. The Architectural Control Committee is in no way responsible for the enforcement of the restrictions in this declaration.

21. **Severability:** Invalidation of any 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.

THIS DECLARATION OF PROTECTIVE COVENANTS is signed this 2nd day of January, 2004.

KEIZER LAND COMPANY,

a Limited Liability Company

by Dale M. Keizer, President

STATE OF WYOMING 
COUNTY OF LARAMIE 

The foregoing DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me by DALE M. KEIZER

as President of KEIZER LAND COMPANY, LLC. this 2nd day of January, 2004.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

My Commission Expires 3/31/2004

RECORDED 1/8/2004 AT 11:03 AM REC# 375112 BK# 1785 PS# 8
DEBRA K. LATWURF, CLERK OF LARAMIE COUNTY, WY PAGE 4 OF 4
State of Wyoming )
)ss:
County of Laramie )

KEIZER LAND COMPANY, A Limited Liability Co.

to

THE PUBLIC

FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS

Lot 37 thru 44, Block 48; Lots 13 thru 17 and 19 thru 32, Block 64;

WESTERN HILLS NORTH
an addition to the City of Cheyenne, being a subdivision situated in the SW 1/4 of
Section 12, T. 14 N., R 67 W., 6th P.M., Laramie County, Wyoming.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Keizer Land Company, a
limited liability company organized under the laws of the State of Wyoming, being the
owner in fee simple of the lots described above in Western Hills North, an addition to the
City of Cheyenne, Laramie County, Wyoming, does here by make this First Amendment to
the Declaration of Protective Covenants applicable to all the described property.

This is intended to be an addition to paragraph 6, and will not amend or alter any other
portion of the DECLARATION OF PROTECTIVE COVENANTS dated January 2, 2004,
recorded Jan 5, 2004, Reception # 375112, Book 1785, Page 8, which shall remain in full
force and effect.

6. Landscaping and Fencing: No TOTAL xeriscape landscaping, desert landscaping, gravel, etc., shall
be permitted on any lot in this subdivision. Xeriscape aspects may be included in the landscape plan, as long
as there are grassed areas totaling 50% of the front yard. Also see ¶ 8 for special requirements for drainage
way adjacent to West Dale Boulevard.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum
building set-back line. Rear and side yard fences will not exceed six feet in height. Any fence constructed
across a recorded drainage easement shall have the bottom of the fence kept a minimum of six inches above
the flow line of the drainage easement. Also see ¶ 8 for special requirements for drainage way adjacent to
West Dale Boulevard. There shall be no front yard fencing, except that small unobtrusive portions of
aesthetically pleasing fencing might be allowed in connection with a total landscape plan, which would
require the approval of the Architectural Control Committee.

On Lots 16 and 25, Block 64, ONLY a front yard fence and entry gate may be allowed at the sole discretion
of the Architectural Control Committee. A plan for an estate type fence shall be submitted to the Committee.
A solid fence or gate will not be allowed. The Committee may consider whether the proposed fence will
visually block the front of the property and is aesthetically pleasing. Since these lots have private
driveways, across the drainage way, a visually attractive entry gate may also be considered. The
Architectural Control Committee shall have the sole discretion to approve or disapprove a proposed fencing
plan for these two lots. Their decision will be final.
First Amendment to Protective Covenants
Portion of Western Hills North
Page 2

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS is signed this __17 th__ day
of __June__ , 2004__.

KEIZER LAND COMPANY,
a Limited Liability Company

by

Dale M. Keizer, President

STATE OF WYOMING } ss:
COUNTY OF LARAMIE }

The foregoing AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me by __
DALE M. KEIZER__, as President of KEIZER LAND COMPANY, LLC, this __17 th__ day of __January__
2004.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires __6-7-08__

Notary Public

RECORDED 6/18/2004 AT 1:22 PM REC# 390518 1K# 1820 PG# 803
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 2 OF 2