



**Declaration of Protective Covenants  
Saddle Ridge Subdivision  
(New Phases)**

KNOW ALL MEN BY THESE PRESENTS, that WJE, LLC, a Wyoming Limited Liability Company, Grantor, the Owner of all of the following described lands in Saddle Ridge Subdivision, a Subdivision developed by the undersigned and located in Laramie County, Wyoming, as the same is more particularly described to wit:

Lots 1 – 16, Block 7, Lots 1 – 14 and 16 – 45, Block 8, Lots 1 – 12 and 14 – 21, Block 9, Saddle Ridge 8<sup>th</sup> Filing, and Lots 2 – 11 and 13 - 26, Block One, Saddle Ridge 11<sup>th</sup> Filing. (Twin Home Lots), and;

Lots 1 – 10, Block One, Saddle Ridge 10<sup>th</sup> Filing. (Single Family Home Lots)

Does hereby declare covenant, agree, and make the following declarations (“Declarations”) as to the limitations and restrictions of use to which the Lots described above which are within Saddle Ridge Subdivision (“the Subdivision”) may be put:

INTENT. It is the intent of these covenants to protect and enhance the value, desirability, and attraction of SADDLE RIDGE SUBDIVISION; to protect the use, enjoyment, and value of Owner(s) Lots, to protect Lot Owners and/or occupants from improvements constructed on other Lots within the Subdivision which may depreciate the value and/or restrict the use of their Lot(s); to prevent the construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the homes and improvements constructed on Lots within the Subdivision; to encourage the construction and maintenance of appropriate structures and improvements; to encourage the provision of adequate and suitable landscaping and the proper location of improvements. The restrictions imposed by these covenants are intended to be kept to a minimum while preserving health, safety, and welfare of the Owners and/or occupants and the right of each and all against undue noise and danger. It is further intended to provide by these covenants that disturbance of the open space environment be kept to a minimum.

DECLARANT CONTROL. WJE, LLC is the Declarant of these Protective Covenants for Saddle Ridge Subdivision, Cheyenne, Wyoming. A period of Declarant control is hereby established beginning with the filing of the covenants and extending for a twenty (20) year period with automatic renewal. During the twenty (20) year control period Declarant, at its sole discretion, may amend these protective covenants as long as the original intent and protection provided in the original covenants is not diminished.

In the event of the sale or release of a majority of the Subdivision Lots by the Declarant, the Declarant development rights shall be assigned to and assumed by the successor or assign of Declarant.



DECLARANT DEVELOPMENT RIGHTS. Declarant expressly reserves the right as the original developer of Saddle Ridge Subdivision to combine or subdivide Lots, and to relocate boundaries of any portion of the plat or Lots owned by the Declarant as long as changes are created in accordance with City of Cheyenne ordinance(s), applicable zoning, and that the potential changes do not diminish the original intent of the land uses and of these Covenants.

DEFINITIONS. "Committee" shall mean and refer to the Architectural Control Committee.

"Grantor" shall mean and refer to WJE, LLC, a Wyoming Limited Liability Company.

"Improvements" shall mean and include, but not be limited to, roads of private drives, dwelling structures, other structures and buildings, fencing, landscaping, and any other improvements installed which add or enhance the value of lands located on or within the Subdivision.

"Lot" shall mean and refer to any legally subdivided real estate located within the boundary of Saddle Ridge Subdivision and all amendments thereto and supplements thereof as recorded in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming.

"Owner" shall mean and refer to the record Owner, whether one (1) or more persons, of fee simple title to any Lot (or in the event of a contract for deed transaction involving any Lot, the Purchaser thereunder), but excluding those having such interest solely as security for the performance of any obligation, in which event the equitable Owner of such fee simple title shall be deemed to be the Owner thereof.

RESTRICTIVE USE. All Lots within the Subdivision shall be known and described as residential Lots and will be restricted by Covenants contained in these Declarations. Lots shall be used and occupied as residential dwellings only unless altered in accordance with Declarant Development Rights.

Lot use is restricted by applicable City of Cheyenne zoning ordinance. Any conditional uses allowed by City of Cheyenne ordinance shall be subject to approval by the Architectural Control Committee prior to governmental application and in no case shall mobile homes be allowed.

The Owners of Lots within the Subdivision shall have full enjoyment of the Lots subject to the Covenants contained in this Declaration and all applicable City of Cheyenne zoning and municipal codes and ordinances. No activity of a noxious or offensive nature may be conducted upon any Lot or within the improvements located in the Subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the other Lot Owner(s). All dwellings, buildings, and other improvements are to be kept in a state of good condition and repair at all times.



Television antennas are prohibited. Specialty antennas utilized for purposes other than television must be approved by the Architectural Control Committee. Television satellite dishes may be allowed, but their location and screening design must take into account adjacent Lot Owner's views and the views from the public roadways which serve the Subdivision. Approval for the installation of satellite dishes must be obtained from the Architectural Control Committee prior to any installation.

No Lot shall be used or maintained as a dumping ground or storage area for rubbish or junk, specifically junked vehicles, unlicensed vehicles, vehicles which are not in running condition or are in a state of disrepair and/or appliances and similar objects. Trash, garbage or other waste shall be kept only in secured and anchored down sanitary containers. All sanitary containers or disposal equipment shall be of the type and kind that can be removed and/or emptied on a regular basis. No burning of grass, weeds, trash, construction materials, waste or any other material of any sort shall be allowed at any time. All equipment for the storage or disposal of such material shall be kept in cleaned and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises. No parking of any vehicles or storage of personal items is allowed on the landscaped areas of the Lots. The landscaped area of a Lot is defined as the remainder of the Lot area not encumbered by a dwelling and garage footprint, driveways, or other specific hardscaped areas which require approval from the Architectural Control Committee.

COMMERCIAL ENTERPRISES/HOME OCCUPATIONS. No commercial business activity other than home occupations as allowed by any and all Municipal Codes and Ordinances may be conducted upon any Lot with the Subdivision. Home occupations shall be pre-approved by the Architectural Control Committee.

FURTHER SUBDIVISION RESTRICTION. No Lot may be further divided into smaller Lots except by Declarant.

ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee for the Subdivision is constituted. This Committee is composed of William J. Edwards, John M. Edwards, Will Edwards, and Julianne Randall or their successors as provided for herein. All notices to the Committee required herein shall be sent to 506 Shoshoni Street, Cheyenne, Wyoming 82009. All Committee actions or decisions shall be by majority vote. A majority of the Committee may designate a representative to act for it. In the event of a vacancy due to death, termination or resignation of any member, the remaining members shall have full authority to designate a successor. None of the members of the Committee nor its designated representative shall be entitled to compensation of any kind for services performed as a member of the Committee.

The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request or application made pursuant to the Declaration. 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.

PRIOR COMMITTEE APPROVAL REQUIRED. No improvements shall be constructed or erected upon any Lot within the Subdivision until the Architectural Control Committee, hereinafter referred to as Committee, has approved the plans and specifications that meet the minimum requirements set forth below and submitted to it by the Lot Owner in the form and manner set forth herein. The Committee shall have sole discretion regarding interpretation of definitions as presented herein as applicable to lot improvements only and sole discretion regarding approval of proposed lot improvements. All submissions to the Committee must include two (2) sets of illustrated plans and written specifications to include at a minimum:

- a. A Site Plan; illustrated to an appropriate scale, on either 11"x17" or 24"x36" plan sheets sizes, showing the location of the structure(s) to be constructed on the Lot, the location and size of all driveways, sidewalks, paths, and the drainage across, through, around, and from any structures on such Lot, easements and/or any other encumbrance specific to the Lot, and any other improvements which are known to the applicant at the time of the submission;
- b. The Floor Plan(s) of the structure(s); illustrated to an appropriate scale, on either 11"x17" or 24"x36" plan sheets sizes, with square footage of basements, main floor, addition floors, and garage areas calculated and set forth separately, in writing, on the plan sheet;
- c. Structure Elevation Drawing(s); illustrated to an appropriate scale, on either 11"x17" or 24"x36" plan sheets sizes, of the front, side(s) and rear elevations of all structure(s);
- d. Specification Sheet; A description on the drawings or on a separate specification sheet of the type and with color samples of all exterior finishes including but not limited to doors, windows, wall treatments, trim, gutter and downspouts, and roofing material;
- e. Landscape Plan (which may be shown on the Site Plan); illustrated to an appropriate scale, on either 11"x17" or 24"x36" plan sheets sizes, showing all planned turf, trees, shrubs, fencing, irrigation, rock beds, Xeroscaping, and other landscaping improvements;
- f. Anticipated time frame for the construction of the proposed improvement(s).

The Committee reserves the right to require the applicant to submit such other information which it deems necessary for its determination. If the Committee seeks additional information, the time period for its decision shall not start until such information is received by the Committee. The Committee shall consider each such application as to quality of workmanship and materials described; conformance with this Declaration, and the harmony of the exterior colors, exterior construction materials and exterior design with existing structures and location with respect to topography and finish



grade elevations. The Committee shall advise the applicant in writing of the specific basis for disapproval and the manner in which the applicant may suggest amendments to such plan to secure approval. One set of plans, specification and any other documents and materials submitted for approval shall remain in the possession of the Committee and one set marked "approved for construction" along with an approval letter shall be returned to the applicant.

In the event the Committee or its designated representative fails to approve or disapprove any such plan so submitted within thirty (30) days after receipt of all required information and any other information which the Committee may, in writing, require of applicant, Committee approval will not be required. In such event, the Committee's failure to approve or reject the application shall not constitute a waiver of the rights of the Committee, or any Lot Owner to enjoin the construction of any structure which does not comply with any other provision of this Declaration.

In the event that any construction is commenced upon any Lot within the Subdivision without having first secured Committee approval, the Committee and/or any Owner of a Lot within the Subdivision may institute an action to enjoin such construction until Committee approval has been granted. The prevailing party in any such injunction action shall be entitled to recover its or their attorney's fees and costs.

The Committee may grant variances from the Building and Improvements provisions of these Protective Covenants, due to extraordinary or exceptional situations or conditions, at the Committee's sole discretion, provided that such relief does not impair or diminish the intent or purpose of these Covenants. The Committee may waive certain provisions of these Covenants if necessary to effectuate the objectives of these Covenants.

All construction shall be new and must comply with all applicable building codes, rules, regulations, and requirements, all applicable zoning laws, and the minimum building standard as set forth in this Declaration. No structure may be moved into the Subdivision from any location outside the Subdivision and this prohibition specifically includes manufactured housing, modular units or sub-units or manufactured housing and modular units

During construction, it shall be the Lot Owner's responsibility to insure that all construction related trash, waste, materials and debris are contained and the construction site is kept clean. All building materials must be secured and protected. The Lot Owner bears the responsibility to insure that all trash, debris or material of any kind be adequately contained within their Lot and not be allowed to litter other Lots, the Subdivision's public road right-of-ways or other properties.

ARCHITECTURAL DESIGN GUIDELINES. There is no mandatory "style" of architecture for dwellings or structures planned within the Subdivision. The only constant is high quality and harmony within the Subdivision, the general landscape, and surrounding Subdivision Lot Owner's dwellings.



The Architectural Control Committee has complete authority and sole discretion to approve or disapprove plans and specifications submitted based on but not limited to the following criteria. The style and colors of all dwellings and structures, including roofs and chimneys, all shall harmonize with the surroundings, and must be designed to coordinate with the dwelling on the Lot. Garish, loud, or bright colors are not allowed. Approvals and/or possible exceptions granted by the Architectural Control Committee to various individual Lot Owner's for improvement applications does not exempt or redefine to any extent the architectural guidelines set forth herein.

All homes must have a minimum of 50% decorative stone or brick material on the front street facing façade. All homes on corner lots must have at least 30% decorative stone or brick material on the side of the dwelling which faces the street, unless there is a privacy fence. If the home has a side yard privacy fence on a corner lot, the side of the dwelling which faces the street must have at least 30% decorative stone or brick material until it reaches the privacy fence line. Vinyl siding is not permitted unless otherwise approved by the Architectural Control Committee. These requirements are designed to ensure quality aesthetics throughout the neighborhood. Reasonable variances may be made through the Architectural Control Committee for good cause.

Earth toned colors are recommended for exterior finish materials, although more brilliant accent colors used judiciously and with restraint may be permitted. Colors shall be harmonious and compatible with colors of other residences on the Subdivision. Exposed unfinished concrete and concrete blocks, unnatural brick tones, and silver finish aluminum doors and windows shall not be acceptable unless approved by the Architectural Control Committee. No corrugated-type metal buildings will be allowed. Any masonry must be earth toned colored unless otherwise approved, in writing, by the Architectural Control Committee. No foundations built of wood are allowed.

Dwellings with an unfinished appearance or rugged used wood look or design shall not be permitted. Log homes are permissible. A-frame type structures, dwellings on stilts and structures of a circular design will not be permitted except in very unusual circumstances and with permission of the Architectural Control Committee.

No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of two chimney(s) and heat vent stack(s), without permission of the Architectural Control Committee. The color of the vent stacks must match the roof color or a dark color to be less noticeable.

Roofing may be shake, tile or good-quality asphalt or fiberglass laminated shingles, or as specifically allowed by the Committee. No rolled roofing (exposed to view) or T-lock style shingle is allowed.

All twin home and single family detached dwellings within the Subdivision shall have no less than one single car garage and no more than one auxiliary building.



**SITE GRADES:** Site surface drainage shall be addressed during the design and construction of each dwelling to prevent water from infiltrating subgrade soils near all structural foundations, paved areas, and concrete flatwork. The overall subdivision site surface drainage shall not be altered from designed and engineered grades created during the construction of the subdivision which could cause drainage to encroach upon adjacent lot structures. Finished and/or final lot surface drainage established after completed landscaping improvements, shall drain away from structures to streets or to drainage easements. A minimum elevation difference between the top of the structural foundation and the street side top of curb shall be a two percent (2%) slope away from the foundation to the top of the curb, plus an additional one foot (+1 foot). Additionally, a minimum slope away from any proposed structure shall be five percent (5%) for the first ten feet (10') (or six inches (6") of fall away from a structure in the first ten feet (10')), with exception of narrower side yards where five percent (5%) slope away from the structure to the side lot line will be created and maintained. The minimum slope away from the first ten feet (10') from the structure to the lot line, streets, or established drainage easements shall be two percent (2%) minimum slope. Lot site drainage will comply with the requirements of the City of Cheyenne. Paved areas and concrete flatwork shall have finished grades that provide proper discharge of water away from structures

**MINIMUM SIZE.** The minimum square footage for residential structures, exclusive of porches, terraces, decks, basements (including walkout basements), and garages, based on the above grade fully enclosed and finished floor area are as follows:

- A. Twin Homes (each side or per individual dwelling unit): 1000 square feet.
- B. Single Family Detached: 1200 square feet.
- C. Town Homes (dwelling units of 3 or more per structure): 900 square feet per unit.

**CONSTRUCTION REQUIREMENTS.** It is the intent of this Declaration that all construction improvements within Saddle Ridge Subdivision be new construction. All exterior surface materials and roofing shall be subject to approval by the Architectural Control Committee.

All dwellings and improvements shall be constructed to meet the minimum requirements of this Declaration and each of the following codes and regulations and all other codes as adopted and in effect in the City of Cheyenne, Wyoming at the time of construction:

- a. International Building Code;
- b. International Residential Code;
- c. International Plumbing Code;
- d. International Fuel Gas Code;
- e. International Mechanical Code;
- f. National Electrical Code;
- g. Other City of Cheyenne Codes, Standards, and Ordinances





Once construction begins on any residence, such construction shall be completed within one (1) year following the date on which construction commenced or must be completed within the time period established by the Architectural Control Committee in its approval of such improvement(s).

AUXILIARY BUILDINGS. One personal storage shed detached from the primary dwelling may be allowed with the specific approval of the Architectural Control Committee and whose location must be indicated on a submitted site plan. The same style, building materials, color and design as the principal dwelling will be a minimum requirement for approval of a personal storage shed with no pre-built metal personal storage sheds allowed. One personal storage shed no greater than 80 square feet of floor space is allowed.

One detached garage or similar sized auxiliary outbuilding, which may not be used solely for the purposes of storage, may be allowed on single family detached dwelling Lots (not allowed on twin home Lots) and shall meet the following minimum design and construction standards:

1. The maximum size of any detached outbuilding structure shall be 720 square feet, have a maximum eave height of 10 feet and main roof peak height of 17.5 feet;
2. Construction shall meet the same standards applicable to the primary residence set forth herein;
3. The construction materials of such detached garage or outbuilding structure shall be the same quality, color and style as the primary residence.
4. All structures on a Lot shall appear to constitute an integrated unit and shall be subject to the approval of the Architectural Control Committee.
5. Construction of any detached garage or outbuilding structure may not precede but must be contemporaneous with or subsequent to the construction of the primary residence.

TEMPORARY BUILDINGS. No structure of a temporary character, trailer, mobile home, basement, tent, shack, barracks, garage, barn or other outbuildings shall be used on any Lot as a family dwelling, either temporarily or permanently. This covenant shall not restrict a home builder from maintaining a temporary job site office, tool shed and/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 structures when the same have been on the premises an unreasonable length of time or if same are unsightly or not kept in a neat and clean condition. The expected use for a construction related tool or job site shed or shelter must be anticipated and so stated at the time of application for construction approval from the Architectural Control Committee. Said temporary construction tool shed or shelter will not be allowed to remain on any site more than twelve (12) months after the date on which construction is started, unless the Architectural Control Committee grants a time extension. No mobile home shall be used as a construction related work shed or converted to a permanent dwelling on any site.





CITY WATER SYSTEM. All Lots shall be served by the water system of the City of Cheyenne. No water wells of any sort shall be permitted as long as water service is furnished by the City of Cheyenne or its successor, with the exception of wells owned and operated by the City of Cheyenne used for the purpose of irrigating parks and open spaces.

SEWAGE. Each Lot shall be connected to the public sewer system. No sewage, waste, waste water, trash, garbage or debris shall be emptied or discharged in any drainage way adjacent to the property. All toilet facilities must be a part of the residence or detached garage or structure and shall be of a modern flush type and connected to a proper sewer system, except for temporary, self-contained toilet facilities utilized during construction. Temporary toilets used during construction which are professionally serviced on a regular basis are allowed during the construction period.

EASEMENTS. Easements and rights of way as shown on the recorded plat are hereby reserved in this Subdivision for the purpose(s) so designated on the plat. Within these easements, no structure, planting or other material(s) 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. 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. Fencing across easements is allowed as described below.

COMMON STRUCTURES. If two (2) or more dwelling units are constructed together in one building structure, each of the dwelling unit owners shall be equally responsible for the reasonable maintenance of these commonly shared elements of that building structure. Such commonly shared elements may include, but are not limited to, the roof, siding, exterior paint, common drainage, foundations, and fencing. If any maintenance, compliance with this covenants, of a commonly shared element is required due to the acts of a particular dwelling owner, it shall be that owner's responsibility to immediately remedy and repair that shared element. If exterior paint is required due to wear and tear not attributable to any dwelling owner, the paint shall be of like shade, color scheme, and style accepted by the Architectural Control Committee.

FENCING. Except for OPEN AREA FENCING described below, all fencing shall require and be subject to approval of the Architectural Control Committee. But in no case shall fencing be allowed taller than six (6') feet in back yard areas (backyard fences include side yards behind the front wall line of a home), and four (4') feet in front yard landscaped and accent areas. All fencing must be constructed of new materials. Type of fencing materials allowed for all fencing shall be white vinyl unless exceptions are approved by Architectural Control Committee. If six foot (6') fencing is used it shall match the style of fencing required for OPEN AREA FENCING. Fencing used for front yard landscaped and accent areas is to be vinyl, split rail or western dowel rail not to exceed two rails in height.



OPEN AREA FENCING. Fencing that borders public roadways, open space, and park areas is required to be of the same size, style, and color. Such fencing shall be made of new material and made of six foot white vinyl. Fencing shall be constructed of panels that are made up of vertical design pattern, together with matching posts, rails, and pedestrian gates. All supporting fence posts shall be anchored in concrete.

Private access gates for pedestrian and non-vehicular ingress and egress to Open Space shall be permitted on those lots that border Open Space. Said access gates shall be no wider than four feet (4') wide and in no circumstance shall access gates be allowed for trailers, all terrain vehicles, recreational vehicles, or any other motorized vehicle (personal mechanical assistance vehicles for persons with disabilities exempted).

Each home owner (lot owner) is responsible for keeping any and all fencing which serves each lot in good appearance, repair, and condition as originally installed for its intended use.

Open area fencing must be installed and completed in accordance with the minimum requirements described herein prior to the time of a home or dwelling completion which is evidenced by the date of the Certificate of Occupancy issued by the City of Cheyenne.

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, or have separation of pickets in order to allow unrestricted flow of surface drainage.

ACCESS TO OPEN SPACE AND TRAILS. Access for the public to open spaces and trails shall only be made available at designated public access points. In no event, at any time, shall access to pathway and trail systems be obstructed, temporarily or otherwise. It is the intent of this provision to leave clear and open the access of the public to the pathway and/or trail system.

GARBAGE/REFUSE DISPOSAL. No Lot or open space area shall be used or maintained as a dumping ground for grass and landscape clippings, rubbish, trash and garbage. Garbage and all waste shall be kept in sanitary containers and screened from public view and disposed of properly.

LANDSCAPING. It is the intent of these Covenants that landscaping improvements be installed to enhance each Lot, the Subdivision as a whole, to maintain drainage and erosion control, and to achieve a harmonious and integrated appearance of each Lot with adjoining Lots and the Subdivision. Required landscape improvements are required to be submitted to the Architectural Control Committee.

All surface areas within the boundaries of each residential lot not otherwise occupied by structures, driveways and walks shall be landscaped pursuant to the requirements and standards contained herein.



Six inches (6") of topsoil (or four inches (4") of topsoil with an additional two inches (2") of topsoil with City of Cheyenne specifications for organic amendment material on the surface) shall be applied to all of the yard prior to landscaping.

Front and side yard landscape improvements must be installed, planted, or otherwise completed prior to the time of a home or dwellings completion, which is evidenced by the date of the Certificate of Occupancy issued by the City of Cheyenne. Backyard areas, the area to the rear of the primary residence and screened from public view by a solid fence, shall have backyard landscape improvements installed within six (6) months after the date of the Certificate of Occupancy issued by the City of Cheyenne. If a backyard area is not screened from public view by a solid fence, the backyard landscaping shall meet the requirements for front and side yard improvements. If landscape improvements cannot be completed as required due to cold weather conditions, typically from October 15<sup>th</sup> through April 1<sup>st</sup>, then said required landscape improvements must be completed by May 1<sup>st</sup> following the Certificate of Occupancy date.

Landscaping improvements required prior to occupancy may include typical lawn type grasses, shrubs, bushes, trees, rock beds, and/or acceptable Xeroscaping. Additionally required as part of the landscape improvements, are two five (5') or taller Evergreen type trees and/or two (2) one-inch (1") caliper (trunk width) deciduous trees of such varieties which are proven to survive and thrive in the Cheyenne, Wyoming climate. Nothing herein shall be construed to prohibit an owner from planting any reasonable number of trees which can be less than the minimum height requirements described above. No unsightly shelter or wind protection for trees, such as used tires shall be permitted. Any minimum requirement tree which dies shall be replaced with trees of a height at least equal to the size originally planted. Any trees or other plantings which are diseased must be removed from the Subdivision.

Areas receiving lawn type grass or sod installation are required to have an underground irrigation system controlled by an automatic time clock. It is recommended that trees, shrubs and live plants other than sod, receive drip type irrigation. Installation of all irrigation systems should be completed in such a manner that it cannot cause damage to dwellings or other structures. It is strongly recommended that side yard improvements receive rock bed landscaping to aid in drainage between structures.

Landscaping and other improvements in general shall not be allowed in locations on Lots where their presence may interfere with necessary safe visual distance requirements at driveways or roadway intersections. Owners or residents of homes or dwellings on lots within the Subdivision are responsible for maintaining the landscape improvements as originally established by these covenants.

No buildings, landscaping, fencing or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns which exist over and through the Subdivision as a whole.



EROSION CONTROL. At all times prior to the establishment of landscape improvements on any lot, the lot Owner(s) shall be responsible for soil erosion and dust control due to storm water runoff and wind.

MANDATORY REPAIRS. In the event of damage or destruction of any or all properties and improvements covered by these Covenants, regardless of cause or insurance coverage, the damaged property shall be promptly repaired or reconstructed at the present Owner's cost. Repairs and reconstruction shall be completed in such a way as to not change the outward appearance of the building or grounds.

MINERALS. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall 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.

NUISANCES. No obnoxious or offensive activity shall be carried out upon any Lot, nor shall anything be done thereon, which may be or may become an annoyance or nuisance or threat to other lot owners, residence, or the Subdivision.

PETS AND ANIMALS. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes, such as breeding and/or sales. Pets must be under the control of the Owner at all times and are not allowed to run free off the Owner's Lot. No livestock or fowl of any kind shall be permitted on any Lot. Operation of commercial riding stables and/or commercial boarding stables for horses or other livestock shall not be allowed. The limit of domesticated pets per Single Family Lot shall be three (3). The limit of domesticated pets per Twin Home Lot shall be two (2). All Lot Owner's shall insure that any and all pets kept by such Owner shall not be a nuisance to any other Lot Owner or resident. Pet kennels or dog runs may be permitted by the Architectural Control Committee through application, but all such structures shall be properly screened from the view of other Lot Owner's and/or public roads which serve the Subdivision.

It is each individual Lot Owner's full and complete responsibility for the proper care of any pet(s), specifically with regard to the proper disposal of excrement and to control pet noise. No pets are allowed to defecate on other lot owner's property, or park and open space lands within the Subdivision, nor interfere with, or diminish or violate any Lot Owners' right to peace, health, safety and general welfare.

RENOVATIONS. No substantial alteration or renovation of the exterior of any home or outbuilding situated on a Lot shall be performed without receiving Architectural Control Committee approval.

SET-BACKS. No building shall be located on any Lot, from any Lot line or road right-of-way, nearer than allowed by zoning and Cheyenne Municipal Code.



SIGNS. No signage is allowed on Owner's Lots within the Subdivision except for signs advertising the initial offering of the Subdivision and its permanent identification, signage or landmarks installed by the Grantor which identify the Subdivision. No sign of not more than six (6) square feet advertising the property for sale or rent, except signs of no more than thirty-two (32) square feet used by a builder to advertise the property during the construction period are allowed. Upon completion of construction, any such large construction sign shall be removed. Political signs may be allowed to the extent, time period and size allowed by applicable City of Cheyenne ordinance(s).

UTILITIES. All utility lateral and/or service extensions from the main line to the home and/or improvements shall be underground.

VEHICLES. No vehicles, except private passenger automobiles, light-duty trucks, vans, and motorized recreational-type vehicles 22 feet and less in length shall be parked or stored on any Lot or roadway of the Subdivision except as provided below. No parking of motorized vehicles shall be permitted on any designated trail and/or open space, with the exception of city owned maintenance equipment.

Vehicles which are not in condition to be operated legally on city streets or are in a state of disrepair shall not be parked on the street 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.

Except for ordinary passenger vehicles, no motorized vehicle, or trailer of any type, including recreational vehicles, related equipment, and flatbed transport trailers are allowed to be parked on any Lot or street.

BINDING EFFECT: EXTENSION: AMENDMENT. This Declaration and all restrictions set forth herein run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended, at any time, by an instrument signed by at least 3/4 (75%) or more of the then Owners of the Lots agreeing to amend this Declaration in whole or in part and recorded upon the deed records of the Clerk of Laramie County, Wyoming. An Owner shall be entitled to one (1) vote for each Lot owned.

ENFORCEMENT. This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the Owner of any Lot subject to this Declaration or the Committee, by appropriate proceedings at law or in equity against those persons violating or attempting to violate any Covenant or Covenants. Such judicial proceedings may include the recovery of damages for any violation or for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees incurred by the Committee, or Owner in such proceedings. The failure to enforce or cause the abatement of any violation of this Declaration and the Covenants shall not preclude or prevent the

