

Chevy Chase Add'n
To The Town of Lander

PROTECTIVE COVENANTS

CHEVY CHASE ADDITION
to the
Town of Lander, Fremont County, Wyoming

322

PART A. PREAMBLE

The following protective covenants shall apply to the lands legally described as follows:

Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 18 and the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 17, T33N., R99W, 6th P.M., more particularly described as follows: Beginning at the SW corner of said Section 17, and proceeding thence S. 89°43' W. a distance of 578.1 ft., thence proceeding N. 62°32' E. a distance of 92.8 ft., thence proceeding N. 54°18' E. a distance of 220.0 ft., thence proceeding S. 35°42' E. a distance of 90.0 ft., thence proceeding N. 78°05' E. a distance of 185.81 ft., thence proceeding N. 54°18' E. a distance of 66.0 ft., thence proceeding N. 35°42' W. a distance of 837.0 ft., thence proceeding N. 54°18' E. a distance of 240.15 ft., more or less to the South line of the Buena Vista Park Addition to the Town of Lander, Wyoming; thence proceeding N. 88°35' E. along said South line a distance of 606.77 ft., thence proceeding S. 1°25' E. a distance of 999.84 ft., more or less, to the South line of said Section 17; thence proceeding S 88°38' W. along the South line of Said Section 17 a distance of 308.55 ft., more or less, to the SW corner of said Section 17 and the point of beginning hereinbefore mentioned.

and dedicated as the Chevy Chase Addition to the Town of Lander, Fremont County, Wyoming on March 2, 1960 by the following parties:

Edward M. Anesi
333 Parks Avenue
Lander, Wyoming

Mabel Grace Anesi
333 Parks Avenue
Lander, Wyoming

B. Blonder
575 Shoshoni
Lander, Wyoming

Emily Blonder
575 Shoshoni
Lander, Wyoming

Harold D. DelMonte
762 South Third
Lander, Wyoming

Alice DelMonte
762 South Third
Lander, Wyoming

STATE OF WYOMING } Filed in this office
FREMONT COUNTY }
CLERK'S OFFICE } No. 536377
for record at..... 11 o'clock P.M.
Recorded
in Book 50 JUL 12 1960
of Misc. Page 322
James A. Leathring
County Clerk and Ex-officio Register of Deeds
By Melan Barkley Deputy

INDEXED ✓
ABSTRACTED ✓
PHOTOSTATIC RECORDED

PART B. AREA OF APPLICATION

B-1. FULLY-PROTECTED RESIDENTIAL AREA. the residential area covenants in Part c in their entirety shall apply to all lots in the above addition.

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

C-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. There shall be no front yard fencing. Approval shall be as provided in Part D.

C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$12,000.00 based upon the cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one story. All construction shall be of new material.

C-4. BUILDING LOCATION. No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any side street line. In the event a house is turned on a corner lot to face the side street, the setback line at the front of the lot shall be 5 feet greater than the setback of the adjoining house and the setback line on the side street shall be 25 feet. No building shall be located nearer than 7 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 55 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be construed to be a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having an area of less than 5000 square feet, nor a width less than 65 feet.

C-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

Protective Covenants--Chevy Chase Addition

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C-7. NUISANCES. No noxious 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.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot 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.

C-10. 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.

C-11. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-13. WATER SUPPLY. No individual water-supply system shall be permitted on any lot unless such system is used solely for irrigation, and any such system must be approved by the architectural control commission.

C-14. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot.

C-15. LAND NEAR PARKS AND WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the water course is not altered or blocked by such fill.

PART D. ARCHITECTURAL CONTROL COMMITTEE.

D-1. MEMBERSHIP. The architectural control committee is to be composed of three residential members living in the addition. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. 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 approve or disapprove 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.

PART E. GENERAL PROVISIONS

E-1. 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless and until 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.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PART F. ATTEST

Signed at Lander, Wyoming, this first day of July, 1960.

Edward M. Anesi
Edward M. Anesi

Mabel Grace Anesi
Mabel Grace Anesi

B. Blonder
B. Blonder

Emily Blonder
Emily Blonder

Harold D. DelMonte
Harold D. DelMonte

Alice DelMonte
Alice DelMonte

State of Wyoming, County of Fremont, ss.

Before me a Notary Public, this day appeared Edward M. Anesi, Mabel Grace Anesi, B. Blonder, Emily Blonder, Harold DelMonte and Alice D. DelMonte, to me known, and each, being duly sworn, acknowledged that he had executed the above and foregoing instrument as his free act and deed.

Dated July 12, 1960.

My commission expires July 25, 1961

Lloyd Budington
Notary Public

ADDENDA TO PROTECTIVE COVENANTS

CHEVY CHASE ADDITION
to the
Town of Lander, Fremont County, Wyoming

PART C. RESIDENTIAL AREA COVENANTS

C-2. ARCHITECTURAL CONTROL. The following is to be deleted "Approval shall be as provided in Part D".

C-4. BUILDING LOCATION. The following shall be deleted "No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line"., and the following shall be included in its place "No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line."

C-6 EASEMENTS. The following is to be added "and along the side of each interior lot line 2 1/2 feet in width."

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The following shall be deleted "The architectural control committee is to be composed of three residential members living in the addition.", and the following shall be inserted instead "The Architectural Control Committee is to be composed of Frank Dusl, Edward M. Anesi, and Margaret Facinelli.

Signed at Lander, Wyoming this 26th day of August, 1960.

Edward M. Anesi
Edward M. Anesi

Mabel Grace Anesi
Mabel Grace Anesi

B. Blonder
B. Blonder

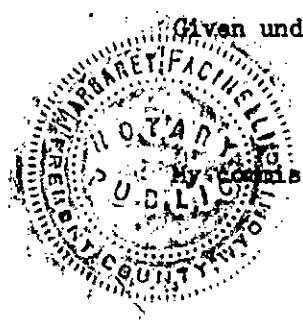
Emily Blonder
Emily Blonder

Harold DelMonte
Harold DelMonte

Alice DelMonte
Alice DelMonte

STATE OF WYOMING } Filed in this office
FREMONT COUNTY } No. 539254
CLERK'S OFFICE }
for record at o'clock M
Recorded
In Book SEP 1 1960
of page 579
JAMES A. FATHING
County Clerk and Ex-officio Register of Deeds
By Deputy

INDEXED ✓
ABSTRACTED ✓
PHOTOSTATIC RECORDED



Given under my hand and Notarial seal, the day and year last aforesaid.

Margaret Facinelli
Notary Public

SECOND ADDENDA TO PROTECTIVE COVENANTS
CHEVY CHASE ADDITION
to the
TOWN OF LANDER, FREMONT COUNTY, WYOMING

PART C. RESIDENTIAL AREA COVENANTS

C-4. BUILDING LOCATION. Delete the entire section C-4 of the protective covenants, and also delete C-4 of the addenda to protective covenants. The following shall be included in its place: No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line. In the event a house is turned on a corner lot to face the side street, the setback line at the front of the lot shall be 5 feet greater than the setback of the adjoining house and the setback line on the side street shall be 20 feet. No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 55 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be construed to be a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

Singed at Lander, Wyoming the 17 day of March, 1961.

Edward M. Anesi
Edward M. Anesi

550012

Mabel Grace Anesi
Mabel Grace Anesi

STATE OF WYOMING, Filed in this office
FREMONT COUNTY
CLERK'S OFFICE (No. _____)
for record at _____ o'clock _____ M.

Recorded in Book 52 MAR 28 1961

B. Blonder
B. Blonder

of Misc. Page 55
of JAMES A. FARTHING
County Clerk and Ex-officio Register of Deeds
By William B. ... Deputy

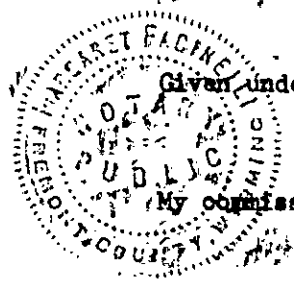
Emily Blonder
Emily Blonder

INDEXED
ABSTRACTED
PHOTOSTATIC RECORDED

Harold DelMonte
Harold DelMonte

Alice DelMonte
Alice DelMonte

Given under my hand and Notarial seal the day and year aforesaid.



Margaret Facinelli
Notary Public

My commission expires _____ My Commission expires June 5, 1963