



Scale 1" = 100'

WA LANDER
 2" I.P. IN CHEVY CHASE 2nd ADDITION
 NORTHERN UTILITIES, INC.
 ENGINEERS

INDEXED
ABSTRACTED
PHOTOSTATIC RECORDED

STATE OF WYOMING, Filed in this office
FREMONT COUNTY (No. 37465)
CLERK'S OFFICE
for record at 10 o'clock A.M.

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

Recorded AUG 15 1961
IN Book 53 Page 178
WALTER A. TAYLOR
County Clerk and Ex-officio Register of Deeds
By *W. L. ...* Deputy

PART A. PREAMBLE

On June 5, 1961, Edward M. Anesi and Mabel Grace Anesi, husband and wife, and others, of Lander, Wyoming dedicated the following described lands to be a subdivision of the Town of Lander, Fremont County, Wyoming:

A part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17, T33N., R99W., 6th P. M., Fremont County, Wyoming, and more particularly described as follows: Beginning at Corner #1 which corner lies on the South line at the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 17, and bears N 88°37' East a distance of 308.55 ft. from the SW corner of said Sec. 17; thence proceed N. 88°37' E along the South line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 17 a distance of 1021.48 ft. more or less, to corner #2, the SE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Sec. 17; thence proceed N 0°02' E along the East line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Sec. 17 a distance of 978.75 feet, more or less to corner #3, which corner is on the Southwest boundary of the highway right-of-way; thence proceed N35°16' W along said Right-of-way a distance of 26.48 ft. to corner #4, which corner is on the South line of said Buena Vista Park Addition to the town of Lander, Wyo., thence proceed S88°35' W along the South line of said Buena Vista Park Addition, a distance of 1031.50 ft. more or less, to corner #5, which corner is common with the NE corner of the Chevy Chase Addition to the town of Lander, Wyoming, thence proceed S1°25' E along the East line of said Chevy Chase Addition, a distance of 999.84 ft. more or less, to corner #1 and the point of beginning.

PART B. AREA OF APPLICATION

B-1. FULLY-PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to the above described lands.

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential use. 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. There shall be no front yard fencing, walls or hedges. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

Chevy Chase Second Addition--Protective Covenants

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 the date these covenants are recorded at the minimum cost stated herein for the minimum dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 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 materials, and no building may be moved from another location to any site within this subdivision.

C-4. BUILDING LOCATION. 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 lot line 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 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as 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 of 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, and along the side of each interior lot line 2½ feet in width.

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 building contractor 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 committee.

C-14. SEWAGE DISPOSAL. No individual sewage-disposal system shall be allowed 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 Joe A. Bodan, Edward M. Anesi, and Newton Gorbutt. A majority of the committee may designate a representative to act for it. In the event of the death of any member or the 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, the failure of such representative to approve or disapprove any proposed building plans shall not in any way relieve the owners or the builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained herein.

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 thirty-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 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.

Chevy Chase Second Addition--Protective Covenants

PART F. ; ATTEST. Signed at Lander, Wyoming, the 19th day of June, 1961.

Edward M. Anesi
Edward M. Anesi

Mabel Grace Anesi
Mabel Grace Anesi

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

Margaret Facinelli
Margaret Facinelli

My commission expires June 5, 1963.



AMENDMENT TO
PROTECTIVE COVENANTS
OF
CHEVY CHASE SECOND ADDITION
TO THE
CITY OF LANDER, FREMONT COUNTY, WYOMING

Homesites, Inc., a Wyoming corporation, being as of the date of this instrument record owner of a majority of all the lots in Chevy Chase Second Addition to the City of Lander, Fremont County, Wyoming, pursuant to Part D-1 of the Protective Covenants for said subdivision filed August 15, 1961, in Book 53 of Miscellaneous at Page 48-A of the records of the Fremont County, Wyoming Clerk and Recorder, does hereby appoint the following persons to act as the Architectural Control Committee named in said protective covenants: Garve L. Chapman, Dana L. Sims, William T. Nightingale.

Dated this 17th day of February, 1983.

Homesites, Inc.

by: Dana L. Sims
Dana L. Sims, President

Attest:

Garve L. Chapman
Garve L. Chapman, Secretary

1051784
Fremont County, Wyo. No. 1051784
Recorded
FEB 18 1983 Book 128 of Microfilm Page 68
James A. Forthing

State of Wyoming)
) ss.
County of Fremont)

Subscribed and sworn to before me by Dana L. Sims and Garve L. Chapman, officers of Homesites, Inc., this 17th day of February, 1983.

Karen S. Major
Notary Public

