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TETON LAND DEVELOPMENT, LLC  
To  
The Public

DECLARATION OF PROTECTIVE COVENANTS  
FOR  
ASPEN POINTE

KNOW ALL MEN BY THESE PRESENTS that TETON LAND DEVELOPMENT LLC, a limited liability company organized under the laws of the state of Wyoming, being the owner in fee simple of all the real property in the subdivision known as Aspen Pointe, does hereby covenant, agree and make the following Declaration of Protective Covenants.

ARTICLE 1: INTENT AND SCOPE OF COVENANTS

Section 1: Intent. This Declaration of Protective Covenants is intended to facilitate and regulate the construction and placement of appropriate improvements within the subdivision, as well as the proper use of the property for the purpose of preserving and enhancing the value, desirability and attractiveness of the ASPEN POINTE subdivision.

Section 2: Scope. This Declaration of Protective Covenants applies to all of Tracts 1 through 12, ASPEN POINTE subdivision situated in a portion of Section 19, Township 14 North, Range 65 west of the 6th P.M. Laramie County, Wyoming.

ARTICLE II: DEFINITIONS AND FREQUENTLY USED TERMS

Section 1: "Committee" shall mean and refer to the Architectural Control Committee as established pursuant to Article IV of this Declaration of Protective Covenants.

Section 2: "Declarants" shall mean and refer to the member of TETON LAND DEVELOPMENT, LLC executing this Declaration of Protective Covenants (as described in Article I, Section 2).

Section 3: "Owners" shall mean and refer to the record owners, whether one or more persons, of fee simple title to any Tract (or in the event of a "Contract for deed transaction involving any Tract, the Purchaser(s) there under), but, excluding those having such interest solely as security for the performance of and obligation in which event the equitable owner of such fee simple title shall be deemed to be the owner thereof.

Section 4: "Subdivision" shall mean all of the real property within Aspen Pointe subject to this Declaration of Protective Covenants (as described above in Article I, Section 2).

Article III: USES AND RESTRICTIONS

Section 1: Principal Use: It is intended that the Tracts in the Subdivision shall be used and occupied as rural residential home sites for the full enjoyment of the Owner thereof subject to the covenants contained herein.

Section 2: Nuisances: No noxious or offensive activities constituting a nuisance shall be permitted on any Tract within the Subdivision. For purposes of this section, a nuisance: shall be construed in light of case law precedent for the State of Wyoming. Notwithstanding the Aforementioned, for purposes of this section, the following activities upon any Tract shall be deemed a nuisance per se: discharging firearms and or hunting; operating all-terrain

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DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 18

vehicles (ATV's) or other off-road recreational vehicles within the Subdivision (except upon the public road ways if properly licensed and observing all traffic laws or upon the Tract owned by the owner of the vehicle in a manner so as not to disturb the serenity of the area).

**Section 3: Commercial Enterprise:** No commercial business activity other than a home occupation use in conformance with Section 4 below may be conducted upon any Tract within the Subdivision.

**Section 4: Home Occupation:** Home occupations are permitted, however, nothing in this section shall be construed to relieve any person from compliance with any and all City and/or County zoning regulations applicable to home occupations. The Owner shall be responsible to determine which regulations govern Owner's intended and actual home occupation use and shall be responsible for complying with those regulations.

In addition to, and notwithstanding anything in the City and/or County zoning regulations to the contrary, all home occupation uses within the Subdivision shall be in compliance with the following restrictions:

(A) There shall be no offensive noises, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line.

(B) No storage or display of business materials, goods, supplies or equipment tractors and/or other heavy equipment shall be visible from the outside of any structure located on the property.

(C) There shall be only incidental sales of stocks, supplies or products to customers and/or clients on the premises; however, catalog, postal and/or telephone sales are permitted. Retail trade or any other business activity involving customer traffic on a non-incidental basis is prohibited.

(D) Employees working on the site of the home occupation shall only be bonifided and full-time residents of the home dwelling, which is situated on the Tract.

(E) Notwithstanding anything hereinabove to the contrary, the following businesses shall not be allowed as home occupation on any Tract within the Subdivision:

(1) Body or mechanic repair to include any modification, assembly or painting of motor vehicles and repair of internal combustion engine, or any business where the following services are carried: general repair, engine rebuilding or reconditioning of motor vehicles, collision service such as body, frame and fender straightening and repair, painting and undercoating of automobiles and/or the sale of engine fuels, motor oils, lubricants, grease, tires, batteries and accessories. This exclusion is not intended to prohibit an owner from working on his/her own personal vehicle(s)- including maintenance, repair, refurbishing, rebuilding-as long as such activity is within a completely enclosed garage or rebuilding which completely screens the sight and sound of the activity from adjoining property.

(2) Massage parlors/ technicians

(3) Any other home occupation which is determined as noxious, offensive, or annoying by the written vote of no less than seventy-five percent (75) of the then record Owners of the Tracts within the Subdivision.

**Section 5: Dumping/Trash:** No Tract shall be used or maintained as a dumping or storage ground for rubbish, scrap, debris or junk including, but not limited to, junked cars, appliances, building materials, ect, Trash, garbage, or other waste shall be kept only in sanitary

containers, which are emptied on a regular basis. No outdoor burning of trash or any other rubbish is permitted. A Tract Owner bears the responsibility to ensure at all times that no trash, debris or material of any kind be allowed to blow off the Tract.

Section 6: Excavation: No refining, quarrying or mining operations of any kind shall be permitted upon and/or in any Tract. Nor shall underground fuel tanks, excavated tunnels, mineral excavations or shafts be permitted upon and/or in any Tract.

Section 7: Vehicles: No vehicles, trailers, or any vehicular equipment shall be parked along any of the public roadways, which serve the Recorded Record of Survey. It is encouraged that RV's fifth wheels, camp trailers, horse trailers, boats, boat trailers and the like be parked in garages and/or approved outbuildings, however, the outdoor parking of no more than two (2) of said types of vehicle shall be permissible provided said vehicles are situated away from the general view of adjacent landowners and away from the roadway side of any house. Uncicensed, unused, stripped-down, partially wrecked, immobile or inoperative vehicles must be parked within a garage or outbuilding. Truck-tractors and/or semi-trailers are prohibited. Commercial two-axle vehicles, which are twenty (20) feet in length or greater are, not permitted to park anywhere within the Subdivision.

Section 8: Mobile Homes and Relocated Homes Prohibited: All home construction shall be new, on site, construction and no mobile homes and/or modular homes shall be permitted. Pre-existing "stick-built" homes proposed to be relocated from other locations are also not permitted.

Section 9: Temporary Structures: No structure of a temporary character (such as a tent, shack, barrack, garage, barn or other outbuilding) shall be used on any Tract as a family dwelling, either temporarily or permanently.

Section 10: Signs: No Sign of any kind shall be displayed to the public view on any Tract except as follows: (1) The signs advertising the initial offering of Aspen Pointe; (2) One sign of not more than five square feet advertising the property for sale or rent; and (3) Signs of no more than 32 square feet used by a builder to advertise the property during the construction period only.

Section 11: Single Family Homesites/further Division Restriction: No structure other than one private single-family dwelling together with a private garage and/or appropriate outbuildings as provided for herein after shall be erected, placed, or permitted to remain on any of the Tracts. No Tract within the Subdivision may be further divided into smaller Tracts.

Section 12: Antennas and Satellite Dishes: One (1) television antenna (and/or specialty antenna utilized for purposes other than television) is acceptable provided the same is less than twenty-five feet (25') in height. Television satellite dishes two feet (2') or less in diameter which are affixed to a home, or which is situated within twelve feet (12') of the side of a home, is acceptable without prior committee approval.

#### ARTICLE IV: ARCHITECTURAL CONTROL

Section 1: Architectural Control Committee: An Architectural Control Committee for the Subdivision is hereby constituted. The initial Committee shall consist of Daniel Gregg and Juan Olmos. All notices to the Committee required herein shall be sent to:

Architectural Control Committee Aspen Pointe  
C/O Daniel Gregg  
PO BOX 20404  
Cheyenne, WY 82003

All committee actions or decisions shall be by majority vote. The Committee may designate a representative to act for it, which representative may or may not be a member of the Committee, nor its designated representative, if any, shall be entitled to any compensation of any kind for services performed pursuant to this covenant. In the event of a vacancy due to the death, termination, or resignation of any member, the remaining member (s) shall have full authority to designate a successor in which case notice of the successor's identity shall be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.

The approval or consent of the Committee or its representative on matters properly coming before it shall be conclusive and binding on all interested persons. Any governmental official, commission, or agency shall not construe any approval or permission granted by the Committee to constitute approval or permission. During the construction phase, or at any other applicable time, Owner shall be solely responsible for obtaining any and all permits, applications, or other written instruments required by any private, public, or governmental agency.

**Section 2: Submission to Committee:** No home, and/or outbuilding shall be constructed or erected on any Tract within the Subdivision until submission requirements in the following Section have been complied with and the Committee has approved the submission data.

**Section 3: Submission Requirements:** Prior to the initial construction of a home, and/or outbuilding the Owner must submit the following data to the Committee:

a. A plan for the proposed home, and/or outbuilding which shall include the following information: square footage, floor plan, drawings of exterior elevations of the structure, and specifications describing the exterior colors and materials including the roofing material.

b. A sit plan of the Tract showing the location of all proposed structures, well and septic system.

c. Any other information as may be required by the Committee in order to ensure compliance with the requirements contained herein.

**Section 4: Approval Standards and Procedures:** The Committee shall consider the submission data in light of the requirements, restrictions, intent and spirit of the Declaration of Protective Covenants. Approval shall be based upon, among other things: compliance with the terms provided for in Article V entitled " Standards Relating to Improvements:" reasonable aesthetic appeal (including colors, materials and design); the proposed location of the home or outbuilding in relation to the topography, the roads, and the adjacent Tracts; and conformity and harmony of the proposed home or outbuildings and/or the use of the Tract with intent and spirit of all provisions in this Declaration of Protective Covenants.

The committee shall inform the applicant of its decision within twenty (20) days of the submission of all required data. In the event the Committee disapproves of any submitted plans, the Committee shall, if requested, make reasonable effort to assist and advise the applicant in achieving an acceptable submittal. The denial of any submission shall be accompanied with a written statement of the basis for the denial.

The Committee or its representative shall not be liable for any claims, charges, or damages of any nature whatsoever by reason of any approval or disapproval by the Committee or its representative with respect to any submission made pursuant to this Article.



Section 5: Renovations: No Substantial alteration or renovation of the exterior of any home or outbuilding situated on a Tract shall be performed without receiving Committee approval of the same after complying with Article IV, Section 3, hereinabove.

Section 6: Commencement and Completion of Approved Construction: Once construction begins, any home or improvements or alteration thereto approved by the Committee shall be diligently pursued to completion. All homes and other improvements on any Tract shall be substantially completed within one (1) year after commencement of construction unless the Committee establishes a longer period at the time of the approval of the construction plans.

#### ARTICLE V: STANDARDS RELATING TO IMPROVEMENTS

Section 1: General: The following standards create a minimum code of uniformity for the construction of homes and/or outbuildings within the Subdivision.

Section 2: Minimum Square Footage: The principle dwelling on any Tract must have a minimum fully enclosed ground-floor area devoted to living purposes of no less than fifteen hundred (1500) square feet; except if said dwelling has multiple levels, the minimum living area of the first floor area may be reduced, provided that the total living area of the multiple levels is not less than eighteen hundred (1800) square feet. Said minimum square footage standards are exclusive of basement, walkout basement, porches, terraces and attached garages.

Section 3: Additional Criteria for Home Exterior: Unless otherwise approved by the Committee in writing, a home constructed on any Tract must have no less than twenty-five percent (25%) of the exterior surface covered with the appropriate masonry, stone, and/or dryvit (or similar type of exterior insulated finish system). Exclusive of fireplace chimneys, the remaining seventy-five percent (75%) of the exterior must be covered with a maintenance-free material. Roofing materials must be approved by the Committee and may include dimensional asphalt shingles with a minimum twenty-five year manufacturer warranty, shake shingles, woodruff shingles (or equivalent brand), tile, or other roofing products approved by the Committee.

Section 4: Attached Garages: All dwellings on any Tract shall have no less than a three- (3) car attached garage.

Section 5: Location and Orientation of Improvements/Minimum Building Setbacks: A site plan depicting the location and orientation of all proposed improvements must be submitted and approved by the Committee as provided for in Article IV hereinabove. The proposed location and orientation of the improvements upon a particular Tract are important factors considered by the Committee taking into account, among other things, the topography of the particular tract, the views, and the desire to maintain a maximum degree of symmetry, harmony, and balance among all improvements situated within the Subdivision. Inasmuch as each Tract and the intention of each Owner for construction there on presents a unique setting, each site plan shall be evaluated and approved by the Committee on a case-by-case basis rather than attempting to specify detailed requirements for the location and orientation of improvements herein. As a general rule, however, the following minimum criteria shall apply subject to the case-by-case evaluation by the Committee during the approval process.

With respect to proper orientation of a home upon a Tract, any home shall - unless otherwise approved by the Committee- be situated upon a Tract so that the front elevation of the home generally faces the road from which the home is accessed. Among other things, the orientation of homes in a close proximity and the intent to maintain a



maximum degree of symmetry, harmony and balance among all improvements, situated within the recorded Subdivision. Additionally, the Committee may consider the topography of a Tract, which merits the orientation of a home in a manner other than described in this paragraph.

With respect to the location of improvements upon a Tract, the following minimum setbacks shall be required in relation to front, and side property lines. The minimum setbacks for the front of all Tracts shall be no less than eighty (80) feet. The minimum setbacks for the sides of all Tracts shall be no less than sixty (60) feet. Variances to the Front and Side Setback requirements as set forth hereinabove may be granted by the Committee on a case-by-case basis.

With the exception of fencing, in all cases the aforementioned setbacks shall pertain to any and all permanent improvements of any nature including, but not limited to, wells and septic systems.

**Section 6: Outbuilding:** No more than one (1) outbuilding shall be permitted on any Tracts. Unless otherwise approved by the committee in writing, the maximum size of any outbuilding shall be 3200 square feet and the maximum height of the side walls and/or eaves of any outbuilding shall be fourteen (14') feet.

The distance and location of any outbuilding in relation to the home and other improvements must be approved by the committee, the intent being that the respective improvements must be appropriately integrated. Construction of any outbuilding shall not proceed, but may be contemporaneous with, or subsequent to, the construction of the residence. In any even, no outbuilding may be utilized until the residence is completed and occupied.

Any plan for an outbuilding must be submitted and approved by the Committee as provided for in Article IV hereinabove. The additional criteria for home exteriors (in Section 3 above) do not apply with respect to outbuildings. The Committee shall permit engineered prefabricated metal buildings subject to approval.

**Section 8: Tract Approaches and Protection of Ground Cover:** An approach for vehicular traffic onto a Tract must be installed at the commencement of any construction upon said Tract in order to protect the shoulders of the road and the natural turf. The approach will be installed and paved by Declarants. Owner shall direct all vehicular traffic, for construction purposes or otherwise, to enter and exit only upon said approach and to use one path leading to and from the construction site in order to protect and preserve the native ground cover.

**Section 9: Interior Access to Tracts:** All Tracts within the Subdivision shall be accessed off the public roadways situated within the interior of the subdivision.

**Section 10: Utility Connections:** All utility lateral and/or service extensions from the main line to the home and/or other improvements shall be underground.

**Section 11: Fences:** Privacy fencing and/or boundary fencing is allowed subject to Committee approval. Any and all boundary fencing to be constructed subsequent to the time of the filing of these covenants shall not include barbwire, sheep wire, or steel "T-posts" unless approved by the Committee. Owner must keep fencing in a state in good repair and must promptly remove any accumulation of trash and/or debris against the same. Any snow and/or wind fencing shall be utilized on a seasonal basis only and shall not be erected before October 1st, and shall be removed by June 1st, of any calendar year.

**Section 12: Maintenance of Homes and Improvements:** All owners shall maintain and provide for



the maintenance of homes and improvements upon their Tracts. Tracts shall be kept free from noxious weeds that, in the reasonable opinion of the Committee, constitute a nuisance or are likely to spread to neighboring property.

Section 13: Similarity in Housing: A proposed dwelling, which has an exterior elevation appearance substantially similar to a dwelling already existing, under construction, or previously approved for construction may not be built in close proximity (as the Committee determines "close proximity") to the dwelling already existing, under construction, or previously approved for construction.

Section 14: Outside Flood/Area Lights: Unless otherwise approved by the Committee, only one (1) freestanding light poles for automatic all-night flood/area lighting, of the type available through Excel Energy, is acceptable on any Tract. This paragraph is not intended to otherwise prohibit other exterior lighting incidental and/or attached to homes, or outbuildings.

Section 15: Rebuilding or Restoration: If any residence or other improvement is destroyed in whole or in part by fire, windstorm or from some other cause, it must be rebuilt or all debris must be removed and the Tract restored to slightly condition. Any such rebuilding or restoration must be commenced within three (3) months after the damage or destruction occurs and, thereafter, diligently pursued to completion within a reasonable time- not to exceed one (1) year after the date of the damage occurred unless a longer period is otherwise approved by the Committee due to unusual circumstances.

#### ARTICLE VI: LANDSCAPING

Section 1: Landscaping: In order to enhance each Tract and home site and to promote a harmonious and integrated appearance among all Tracts, the following minimum landscaping standards shall apply:

A. Trees: Within one (1) year after completion of construction of the primary residence, an owner shall plant and maintain no less than ten (10) trees of any variety which have the following height requirements: Any coniferous tree shall be no less than four (4) feet tall when planted and any deciduous tree shall be no less than eight (8) feet tall when planted. Nothing herein shall be construed to prohibit an Owner from planting any number of trees less than the minimum height requirements in addition to the required ten (10) trees, which meet the minimum height requirements. No unsightly shelter or wind protection from trees such as used tires or as otherwise determined by the Committee shall be permitted. Any dead trees shall be removed from the premises.

B. Turf/ Yards: Soil immediately surrounding a home site, which has been disturbed during the construction phases, shall be reseeded with a native turf mix or other grass of Owner's choice within one (1) year after the completion of construction of the primary residence. The use of drought-resistant and/or low maintenance grass is encouraged for purposes of a groomed lawn. Trees, shrubs, or other landscaping elements such as rocks, wood chips, bark and mulched or graveled materials are also acceptable. If an Owner chooses to seed and/or sod a yard, which necessitates sprinkler irrigation, the maximum size of any yard under irrigation shall not exceed 18,000 square feet. Drip irrigation systems for trees and/or shrubbery are permitted without restriction.

#### ARTICLE VII: ANIMALS

Section 1: Domestic Pets: Commonly accepted domestic pets may be kept on all Tracts provided they are not maintained or kept for commercial purposes. All such domestic pets will be under the control of the Owner at all times and will not be allowed to run free off an

owner's Tract. No animal of any kind shall be permitted which in the opinion of the Committee makes an unreasonable amount of noise or odor or which is a nuisance.

#### ARTICLE VIII: EASEMENTS

Section 1: Utility Easements: Utility easements as shown on the recorded plat for Aspen Pointe are granted within the Subdivision for wires, electricity lines, gas lines, telephone lines, or any other public or quasi-public utility service purposes together with the right of ingress and egress at any time for the purpose of further reconstruction and repair. Said utility easements as depicted on the recorded plat for Aspen Pointe are sixteen (16) feet wide on front tract lines (along roads)-unless otherwise noted on recorded plat.

Section 2: Drainage Easements: Drainage easements as shown on recorded plat for Aspen Pointe are granted within the Subdivision. Said drainage easements encompass the approximate special 100-year flood area as established by FEMA. No improvements of any kind shall be permitted within said easements except for fencing (which does not encroach upon the pedestrian easements) and underground utility facilities within the utility easements. Additionally, no obstruction and/or revision of the natural drainage basin are permitted.

#### ARTICLE IX: GENERAL PROVISIONS

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

Although it is a right, it is neither the obligation nor the responsibility of the committee or Declarants to prosecute violations of these Covenants on behalf of any Owner (s). Under no circumstances shall an Owner bring any claim, demand or action against the committee or Declarants relating in any way to a violation of the covenants by another Owner.

Section 2: Duration and Amendment: The covenants and restrictions of this declaration of Protective Covenants shall run with and bind the recorded Subdivision for a term of twenty (20) years from the date of this declaration of Protective Covenants is recorded in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated at the end of any such period by written vote of two-thirds (2/3) or more of the then recorded Owners.

This Declaration of Protective Covenants may be amended in whole or in part during the first twenty (20) year period by a written instrument executed by two-thirds (2/3) or more of the then record Owners.

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

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

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

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

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

Section 6: No liability. Neither Declarants, any member of the Architectural Control Committee, Aspen Pointe, members of Teton Land Development, LLC, Daniel Gregg, Juan Olmos, or any successors or assigns of the aforementioned shall be liable for damages or otherwise liable to anyone or any Owner by reason of mistake in judgment, negligence, nonfeasance or for any act or omission whatsoever arising out of or in any way related to any of the covenants or provisions, in this "Declaration of Protective Covenants" in its entirety including, but not limited to, the approval, disapproval, or failure to approve any plans, specifications or variances.

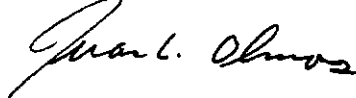
IN WITNESS WHEREOF, this Declaration of Protective Covenants has been executed this 1ST day of FEBRUARY 2005.

TETON LAND DEVELOPEMENT, LLC, Grantor  
TETON LAND DEVELOPEMENT, LLC, members

Daniel Gregg



Juan Olmos



State of WYOMING,  
County of Laramie }<sup>s</sup>

The foregoing instrument was acknowledged before me by  
Daniel Gregg and Juan Olmos as members is 4th day of March, 2005.

Witness my hand and official seal.

Debbie E. Oliez  
NOTARY PUBLIC

My Commission Expires:

