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Number 53 Frank J. Seslar and Dorothy  
H. Seslar, husband and wife,  
et al,

to

656-69/71 The Public

\* DECLARATION OF PROTECTIVE  
\* COVENANTS

\* Recorded July 22, 1959  
\* at 11:08 A.M.  
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\*  
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Recites:

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Frank J. and Dorothy H. Seslar, husband and wife; Virgil L. and Mary L. Seslar, husband and wife; Dean M. and Alice M. Farris, husband and wife; and Harry J. and Betty Johnston, husband and wife, being the present owners of Blocks numbered 1, 2, 3, 4, 5, 6, and 7 of the Sun Rise Hills Addition to the City of Cheyenne, Laramie County, Wyoming, do hereby covenant and agree that all of said 7 blocks in said addition and all lots in said 7 blocks are held subject to and with the benefit of all the restrictions, conditions, covenants, charges, and agreements contained in the within DECLARATION OF PROTECTIVE COVENANTS and they do further hereby covenant and agree that any subsequent grants of any of the said lots now owned by them shall be subject to covenants and restrictions hereinafter set forth.

Residing in City a reference,  
Envision of construction based  
on race, color, religion, sex, handicap,  
family status, or national origin are  
hereby deleted to the extent such  
restrictions violate 42 USC 3604(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 and one-half stories in height and a private garage for not more than two cars.

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. Approval shall be as provided in Part II.

3. DWELLING COST, QUALITY AND SIZE.

No dwelling shall be permitted on any lot at a cost of less than \$9,000.00 based upon 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 not be less than 800 square feet for a one-story dwelling.

4. NEW CONSTRUCTION.

All construction shall be new and no other building or buildings may be moved from any other location to any site within this subdivision.

5. 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.



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No building shall be located nearer than 5 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 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be constructed to permit any portion of a building, however, that this shall not be constructed to permit any portion of a building, on a lot to encroach upon another lot. In event a house is turned on a corner lot to face the side street, the setback line on each street shall be a minimum of 25 feet.

6. LOT AREA AND WIDTH.

No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet.

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.

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, or for any other use, either temporarily or permanently.

9. 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.

10. FENCES.

Yard fences may extend only from the rear of any lot to the front or side setback line, and there shall be no front yard fencing.

11. MEMBERSHIP.

The architectural control committee is composed of F. J. Seslar, and Virgil L. Seslar, all of Cheyenne, Wyoming. The committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. 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.

12. 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.



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13. 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 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.

14. 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.

15. SEVERABILITY.

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

15. VEHICULAR TRAFFIC.

All vehicular traffic across the east boundary of Lots 1, 3, 4, and 5, in Block 1 shall be prohibited.

17. DRIVEWAYS.

Each building lot shall have a driveway apron a minimum width of 10 feet; shall have a minimum length of 20 feet, and shall begin at street curb line.

Signed: Frank J. Seslar  
Dorothy H. Seslar  
Virgil L. Seslar  
Mary L. Seslar  
Dean M. Farris  
Alice M. Farris  
Harry J. Johnston  
Betty Johnston

Acknowledged March 31, 1959, by Frank J. Seslar and Dorothy H. Seslar, Virgil L. Seslar and Mary L. Seslar, and Harry J. Johnston and Betty Johnston, before Joyce L. Gray, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires May 2, 1961.

Acknowledged April 4, 1959, by Dean M. Farris and Alice M. Farris, before Joyce L. Gray, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires May 2, 1961.

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