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BOOK 208

RECORDED FEB 4 1965 11:42 AM 60773

RECEPTION NO. 60773 LESTER R. COPP, JR. DECLARATION OF PROTECTIVE COVENANTS

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The undersigned, Northwest Associates, a Wyoming Corporation, being the owner in fee simple of the following described property situate in Laramie County, Wyoming, to-wit:

The Lots 1, 2, 3, 4, 5, Block 6, and the Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 in Block 7, WESTCHESTER HEIGHTS, FOURTH FILING, part of the S $\frac{1}{2}$  Section 13, T $\frac{1}{2}$  14 N., R. 67 W., 6th P. M. Laramie County, Wyoming,

do hereby make this declaration of protective covenants applicable to all of said described property.

1. No plot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any plot, other than one family dwellings not to exceed two stories in height and a private garage for not more than two cars.

2. No building shall be erected, placed or altered on any plot until the 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 location with respect to topography and finish grade elevations. All construction shall be new, and no building or buildings may be moved from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any plot nearer to any street than the minimum building setback line. There shall be no front yard fencing.

3. No dwelling shall be permitted on any plot in which the ground floor area of the main structure, exclusive of one story porches and garages, shall be less than 1000 square feet for a one-story building, or less than 700 square of ground floor space for a two story building.

4. No building shall be located on any plot nearer than 25 feet to the front plot line or nearer than 10 feet to any side street line, and no building shall be located nearer than 5 feet to an interior plot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building set-back line. No dwelling shall be located on any interior plot nearer than 25 feet to the rear plot 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 set back of the adjoining house, and the setback line on the side street shall be 25 feet. For the purpose 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 plot to encroach upon another plot.

5. No dwelling shall be erected or placed on any plot having a width of less than

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fifty feet at the minimum building setback line nor shall any dwelling be erected or placed on any plot having an area of less than 6000 square feet.

6. Easements and/or alleys for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

7. No noxious or offensive activity shall be carried on upon any plot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any plot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any house trailer be permitted to remain on any plot.

9. No person shall be allowed to keep, breed or raise chickens, turkeys, hogs, cows, cattle, sheep or other domestic farm animals on any plot or erect thereon any building designed to house the same. This restriction shall not be construed to prohibit any person from keeping cats, dogs or other household pets on any plot, providing they are not kept, bred or raised for commercial purposes.

10. The architectural control committee is composed of the following persons:

Paul E. Clark,  
Helen M. Clark,  
M. V. Federer.

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 their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then owners of a majority of the plots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to the committee any of the powers and duties.

11. The committee's approval or disapproval as required by these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty 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 owner or the builder from his legal responsibility to comply with the covenants, conditions and restrictions contained herein.

12. 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended.

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for successive periods of ten years unless an instrument signed by a majority of the then owners of the plots has been recorded, agreeing to change said covenants in whole or in part.

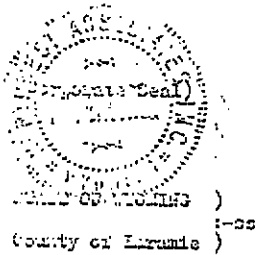
13. Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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

15. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any plot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any plot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any plot.

16. The entire property described is zoned "RESIDENTIAL A."

IN WITNESS WHEREOF, the NORTHWEST ASSOCIATES, INC., has caused these presents to be signed by its President, attested by its Secretary and its corporate seal to be affixed this 2nd day of February, A. D. 1965.



NORTHWEST ASSOCIATES, INC.  
By Paul E. Clark President  
Attest: Arthur M. Bettis Secretary

On this 2nd day of February, A. D. 1965, before me personally appeared Paul E. Clark, to me personally known, who being by me duly sworn did say that he is the President of Northwest Associates, Inc., and that the seal affixed to said instrument is the corporate seal of the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Paul E. Clark acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 5th day of February, A. D. 1965.



Arthur L. Bettis  
Notary Public

Witnessed and attested on the 24th day of June, A. D. 1967.

ARTHUR L. BETTIS  
802 EAST 16th ST.  
CHEYENNE, WYOMING

State of Wyoming )  
 ) ss:  
County of Laramie )

FRAUENDIENST QUALITY HOMES, INC.  
To  
THE PUBLIC

**DECLARATION OF PROTECTIVE COVENANTS**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20.

**TETON ESTATES 2<sup>nd</sup> FILING**

a replat of Teton Estates being a subdivision in the S. ½ of Section 13 T. 14 N., R. 67 W., 6<sup>th</sup> P.M.,  
Laramie County Wyoming.

It is our intent that these covenants are in addition to and are more restrictive than the covenants originally recorded on February 4, 1965, REC# 60773, BK# 808, PG# 59-61 and the amendment to the original covenants recorded on November 5, 1965, REC# 83097, BK# 825, PG# 352-353.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Frauendienst Quality Homes, Inc., organized under the laws of the State of Wyoming, being the owner in fee simple of the lots described above in Teton Estates. An addition to the City of Cheyenne, Laramie County, Wyoming, does hereby make this Declaration of Protective Covenants applicable to all the described property.

1. **Land Use and Building Types:** No lot shall be used for other than residential purposes, specifically for the construction of single family dwellings or twinhome units with associated garages.

2. **Architectural Control:** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a sited 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 location with respect to topography and finish grade elevations. All construction shall be new and no building or buildings may be removed from another location to any site within this subdivision. Approval by the Architectural Control Committee shall be as provided in Paragraph 17.

3. **Dwelling Quality and Size:** The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages, of 1,100 square feet; except where the principal dwelling is a multi-story home, the total living area above ground is not less than 1,400 square feet. It is understood that these minimum area requirements shall be determined by measurement of the framing dimensions of the living quarters only and are exclusive of basement area.

Exterior design, exterior construction materials and exterior colors of all dwellings must be approved, in writing, by the Architectural Control Committee. A dwelling must have no less than 20% of the exterior surface covered with appropriate masonry. For purposes of this declaration, brick and rock are deemed appropriate masonry. Concrete siding or simulated brick products like Nova Brick™ are not approved material for meeting the 20% appropriate masonry requirement. When a Dryvit™ (or equivalent stucco-like product) is used on the entire exterior of the home, it will be deemed to be appropriate masonry.

Roofing must be shake shingles, Woodroof™, Timberline™ or Alaskan™ asphalt or fiberglass shingles (or equivalent weight and grad products). The intent is to have a designer-type roof and specifically, no T-lock shingles, standard 3 tab shingles or metal roofs are allowed. The approved roofing colors shall be black.

Any new products that an owner would like to use as "appropriate masonry" or "approved roofing" can be submitted to the Architectural Control Committee for approval. Approval or disapproval shall be at the sole discretion of the Committee.

Each dwelling shall have, at minimum, a two car garage.

An engineered foundation sufficient to satisfy the City Engineer shall be required for each home being built. The Geotechnical Engineering Report also recommends a perimeter drain system for homes being built with basements.

4. **Building Locations:** No structure shall be closer to the front lot line than 25 feet, nor closer to the rear lot line than 25 feet. For the purposes of these covenants, eaves, steps, and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building or improvements to encroach upon another lot or easement.

5. **Fencing and Landscape Requirements:**

A. Upon initial development of these lots, a standard fence shall be constructed on each lot regulated by these covenants by Frauendienst Quality Homes, Inc. No portion of this fence shall be removed, replaced, painted or altered in a manner which detracts from the conformity of design. The fencing on each lot shall be appropriately maintained by the owner of that lot. When the fencing needs repaired or replaced, it shall be a similar type, grade and COLOR as when originally constructed.

Blue Spruce trees shall be planted every 25 feet along Hynds Boulevard. These must be appropriately maintained and replaced with the same species if they should die. Additional trees may be added, but these cannot be removed.

6. **Restrained Activities – Owners Association:** In order to regulate and keep conformity of design, all major repairs, maintenance, decorating and yard upkeep shall be governed by an informal association of all lot owners. Each lot owner shall have one vote and a majority of lot owners shall rule on a given question. In the event that a controversy arises and a determination cannot be made, the matter shall be referred to the Architectural Control Committee whose decision shall be final. The requirements of this paragraph are intended to be in addition to any requirements contained in this Declaration, not to replace any requirement contained elsewhere in this Declaration of Protective Covenants. No owner shall be allowed to engage in the hereinafter described **“Restrained Activities”** without consent of a majority of the lot owners:

A. **RESTRAINED ACTIVITIES AFTER COMPLETION OF INITIAL CONSTRUCTION:**

1. **Alteration of Exterior Design:** It shall be a restrained activity to remove, replace, repair or alter any feature which would change the exterior appearance of the building or front yard. Features covered by this restraint consist of, but are not limited to, brick, siding, paint, roofing, gutters and downspouts, walls, concrete porches, sidewalks and driveways, landscaping and fencing.

a. **Color and Quality Requirements:** When exterior building materials, roofing, siding, garage doors, and soffit downspouts etc., need repaired or replaced, it shall be of a similar type, grade and COLOR as when originally built.

b. **Landscaping:** No TOTAL xeriscape landscaping, desert landscaping, gravel, etc., will be permitted on any lot this subdivision. Xeriscape aspects may be included in the landscape plan, as long as there are grassed areas totaling 50% of the front yard and 50% of the rear yards.

c. **Fencing:** There shall be no front yard fencing. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. Any fence placed across a recorded drainage easement shall have the bottom of the fence kept a minimum of six (6) inches above the flow line of the drainage easement. Also see fencing requirements in Paragraph 5.

d. **Mandatory Repairs:** In the event of damage or destruction of any or all properties covered by these covenants, the damaged property shall be promptly repaired or reconstructed at the cost of the present owner. Repairs and reconstruction shall be completed in such a way as to not change the outward appearance of the building or grounds.

7. **Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on public record. Within these easements, no structure, planting or other material 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, or which may obstruct or retard the flow of water through 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.



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8. **Street Access and Sight Distance at Intersections:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the property lines and a line connecting them at points 15 feet from the intersection of the property lines, or in the case of a rounded property corner from the intersection of the property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of the property line with the edge of a driveway. No tree shall be permitted to remain within such a distance to such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

No driveway access, front, rear or side yard, shall be allowed off of any backyard from any lot regulated by these covenants.

9. **Auxiliary Buildings:** No detached structures for storage, either of a permanent or temporary nature, shall be allowed.

10. **Temporary Structures:** No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage, or barn shall be used on any lot at any time as a residence, either temporary or permanent. However, this covenant shall not restrict a home builder from maintaining a temporary tool shed 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 structure whenever the same has been on the premises an unreasonable length of time, or in any other way, has become a nuisance.

11. **Nuisances:** No obnoxious 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.

12. **Parking and Non-Operative Vehicles and Facilities:** Parking of trailers, campers, recreational vehicles and otherwise large vehicles shall be limited to a period of 72 hours, when parked on the street in front of a residence or on any portion of the lot. The parking of boats, trailers, or any other type of recreational vehicle shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence 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.

13. **Signs:** No sign of any kind, on any lot, shall be displayed in public view except one professional sign of not more than one square foot, one sign of not more than five (5) 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.

14. **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.

15. **Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; except that no more than two dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

16. **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish, trash and garbage. Garbage and all waste shall be kept in sanitary containers.

17. **The Architectural Control Committee:** The Architectural Control Committee shall be composed of the following persons: Paul Frauendienst and Heather Frauendienst. Action by the committee may be requested by writing to P. O. Box 20061, Cheyenne, Wyoming 82003. A majority of 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. None of the members of the committee, nor their designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. After 30 years from the date of this instrument, 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 amend any powers or duties of the committee.

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