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**CERTIFICATE OF SURVEYOR**

STATE OF MICHIGAN  
COUNTY OF LANSING

I, Charles H. H. H. H., a duly qualified and licensed Surveyor, being sworn, depose and say that the foregoing plat of the land described therein, was prepared by me, or under my direct supervision, and that the same is a true and correct copy of the original plat on file in my office, and that the same was duly recorded in the public records of the County of Lansing, Michigan, on this 15th day of June, 1911, at 10:30 o'clock A.M., and that the same is a true and correct copy of the original plat on file in my office, and that the same was duly recorded in the public records of the County of Lansing, Michigan, on this 15th day of June, 1911, at 10:30 o'clock A.M., and that the same is a true and correct copy of the original plat on file in my office, and that the same was duly recorded in the public records of the County of Lansing, Michigan, on this 15th day of June, 1911, at 10:30 o'clock A.M.

Witness my hand and the seal of my office, this 15th day of June, 1911, at Lansing, Michigan.



**DEDICATION**

I, Charles H. H. H., a duly qualified and licensed Surveyor, being sworn, depose and say that the land described in the foregoing plat, was dedicated to the use of the public, and that the same is a true and correct copy of the original plat on file in my office, and that the same was duly recorded in the public records of the County of Lansing, Michigan, on this 15th day of June, 1911, at 10:30 o'clock A.M.

*Charles H. H. H.*  
Surveyor

**ACKNOWLEDGEMENT**

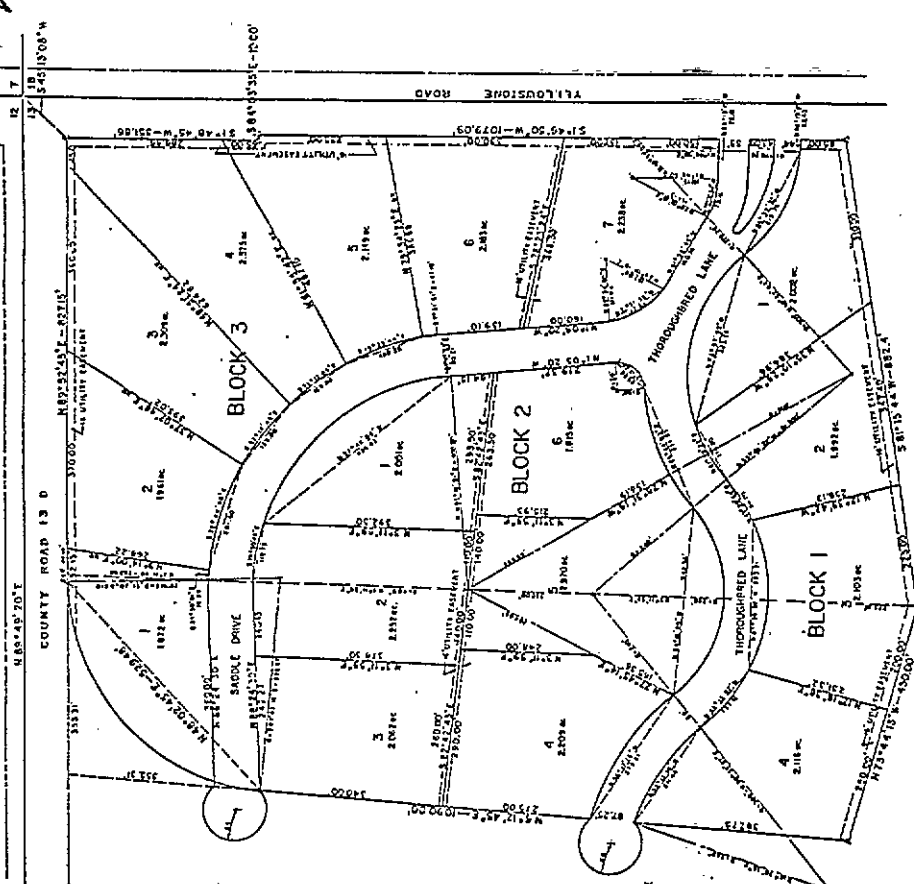
STATE OF MICHIGAN  
COUNTY OF LANSING

I, John J. J. J., being duly sworn, depose and say that I am the owner of the land described in the foregoing plat, and that I have duly read and approved the same, and that I have duly acknowledged the same, and that the same is a true and correct copy of the original plat on file in my office, and that the same was duly recorded in the public records of the County of Lansing, Michigan, on this 15th day of June, 1911, at 10:30 o'clock A.M.

*John J. J. J.*  
Owner

491503  
Notary Public  
Lansing, Michigan

REPLAT OF  
MANHOLE CORNER



LOT NO.	ACRES	LENGTH	BEARING
1	1.1711	117.11	S 89° 45' 20" E
2	1.1711	117.11	S 89° 45' 20" E
3	1.1711	117.11	S 89° 45' 20" E
4	1.1711	117.11	S 89° 45' 20" E
5	1.1711	117.11	S 89° 45' 20" E
6	1.1711	117.11	S 89° 45' 20" E
7	1.1711	117.11	S 89° 45' 20" E
8	1.1711	117.11	S 89° 45' 20" E
9	1.1711	117.11	S 89° 45' 20" E
10	1.1711	117.11	S 89° 45' 20" E
11	1.1711	117.11	S 89° 45' 20" E
12	1.1711	117.11	S 89° 45' 20" E
13	1.1711	117.11	S 89° 45' 20" E
14	1.1711	117.11	S 89° 45' 20" E
15	1.1711	117.11	S 89° 45' 20" E
16	1.1711	117.11	S 89° 45' 20" E
17	1.1711	117.11	S 89° 45' 20" E
18	1.1711	117.11	S 89° 45' 20" E
19	1.1711	117.11	S 89° 45' 20" E
20	1.1711	117.11	S 89° 45' 20" E

NOTE:  
All bearings on monuments with S or N  
in 5th place.

A—Ditch Boundary Corners

City & Well or Fireworks

NO PROPOSED DOMESTIC WATER SOURCE  
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM  
NO PUBLIC MAINTENANCE OF STREETS OR ROADS

APPROVALS  
Notary Public  
Lansing, Michigan

JAN 17 1977 AT 11:21 OCTOBER 2 1977  
RECORDED 423990  
Reception No. JANET C. WHITEHEAD, Recorder



HERITAGE DEVELOPERS, Partnership  
Meriden Route, Box 36  
Cheyenne, Wyoming, 82001

January 12, 1977

TO: The Public

DECLARATION OF BUILDING AND USE  
RESTRICTIVE COVENANTS AND CONDITIONS

THE UNDERSIGNED being the owner in fee simple of the following described property situate in Laramie County, Wyoming, to-wit:

Vandehel Estates, a subdivision of the NE 1/4 of Section 13, Township 14 North, Range 67 West of the 6th P.M., Laramie County, Wyoming.

do hereby make this Declaration of Building and Use Restrictive Covenants and Conditions applicable to all of the described property.

1. The use of said lands shall be restricted to a single one-family dwelling, private residential use and a private garage appurtenant thereto. No structure shall exceed two stories in height except as may be specifically authorized in advance, in writing, by the Architectural Control Committee.
2. Architectural Restrictions. Uniform quality or workmanship and materials, harmony of external design with existing structure, and location with respect to topography and finish grade elevations shall be afforded. All construction shall be new and no building or buildings may be removed from another location to any site within this subdivision. No wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.
3. Dwelling Quality and Size. No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porch and garage shall be less than 1500 square feet of finished living area and all structures shall be constructed with a continuous brick, masonry, concrete or comparable building material in the foundation.
4. Building Locations.

(A) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines required by Laramie County Zoning regulations or as may be restricted by any recorded plat which may be filed for a portion of the area described in and covered by these declarations. In any event, no building shall be located on any lot nearer than 50 feet to the front lot line or nearer than 25 feet to any side lot line except as is otherwise herein provided for a planned unit development. Reverse lots shall afford a 50 foot side yard clearance to the street side.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

BOOK 1092

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).



(B) No building shall be located nearer than 25 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.

(C) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building.

5. 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. Occupancy conditions may be considered to be a nuisance to adjacent property in the event that activity adversely affects such adjacent owners resulting from activities of burning, noise, vermin, health hazards, pollution, odors, undesirable animals or their maintenance and insect pests developing as a condition because of the nature of maintenance or care of the property. No retail, wholesale, manufacturing, repair business, or home occupations of any kind shall be permitted on any building site or in any single-family dwelling or appurtenant structure.

6. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage and disposal of such materials shall be maintained in a clean and sanitary condition. Removal of such refuse from the premises shall be accomplished at intervals of not less than once each month. No individual water supply system or sewage waste disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with requirements, standards and recommendations of the Wyoming State Department of Public Health and Laramie County Zoning requirements.

7. Maintenance of Surface. Earth or gravel shall not be removed from the surface of the premises except for improvement or levelling on the tract involved. Landfill shall be earth only and shall exclude trash, refuse, junk, construction debris or similar materials. Stable conditions of the soil and vegetation shall not be destructively destroyed or disturbed nor shall the surface drainage patterns be changed except in a fully engineered manner which will provide adequate recognition of soil conservation requirements. All damage to soil and vegetation shall be immediately restored to a stable condition. 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.

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, except that during the period of construction of a permanent residence on the premises that there may be erection of temporary facilities. Such facilities shall be limited to a single period of six months beginning with the first day of erection, on-site location, or the exterior storage of materials to be utilized for permanent facility construction and ending with final removal and cleanup of all such temporary facilities.



9. Parking of Non-Operative Vehicles and Facilities. 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 the front driveway or on any parking area between the front building line of any residence and the street for a period of more than 72 hours at any one time or as a repeated matter of practice.

10. Mobile Homes. No mobile home shall be converted to a permanent dwelling on any site without the approval of the Architectural Control Committee.

11. Signs. No sign of any kind shall be displayed to the public view on any lot except one 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 or realtor to advertise the property during the construction and sales period.

12. Fencing. No fences shall be permitted on any building site in the subdivision except with the prior approval in writing of the Architectural Control Committee.

13. Livestock and Poultry. Commercial animal husbandry shall not be practiced in any form. Household pets owned by occupants or owners of any portions or said lands, shall be kept confined within owned or occupied premises. No more than two (2) dogs or two (2) cats or a total of two (2) of either of such animals shall be kept and maintained as part of any single household within this area. Litters of any of the foregoing animals may be maintained only until the age of three (3) months is reached, at which time disposition must be made of the excess.

No swine, cattle, calves, horses, colts, sheep or other similar animals shall be permitted on the premises.

14. Architectural Control Committee.

(A) Grantor herewith appoints a 3-member committee consisting of Gerald F. Vandehel, Thomas E. Kilty, and Elmer Garrett as an Architectural Control Committee. This committee shall have the responsibility for reviewing all plans for construction of buildings and other improvements and making such other decisions as are required by the terms, provisions and conditions of this declaration, provided that, in any event, when the last lot which is subject to this declaration has been sold by the seller, the term of the committee and members of the Architectural Control Committee shall automatically be terminated and the appointment of successors required in accord with the following paragraph.

(B) The committee shall be known as the Architectural Control Committee and the members thereof shall serve until their successors are appointed by replacement by a majority vote of the successors in interest of the owners of the lots covered by this covenant. Subject to the right of a majority of the owners, also herein and otherwise designated as the owners, a majority of the members of the Architectural Control Committee, may, in the event of the death or resignation of any member of the Committee, designate a successor. Changes from time to time of the names of the Architectural Control Committee shall be authorized by the filing of a memorandum of agreement to these Protective Covenants with the County Clerk, Laramie County, Wyoming.



(C) The committee shall not be entitled to compensation for services performed pursuant to this covenant.

(D) A decision by the Architectural Control Committee shall be made within 15 days after the date of submission to it of any proposed construction or requirement for approval by an owner or someone in his behalf. In the event that no decision is made within said time, the party submitting the request for consideration may consider that an approval has been obtained by the committee.

(E) Neither the Architectural Control Committee, its members nor its successors or assigns, shall be liable in damages to anyone by reason of any mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to make any approval pursuant to the provisions of this declaration.

15. Amendment. These covenants may be amended by the vote of two-thirds of the property owners.

16. 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 ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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.

17. Enforcement. In the event that any person shall violate any of these covenants, it shall be lawful for the Architectural Control Committee or any owner of any lot or lots in the area or adjacent to the area to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and in addition, to recover from the party so violating such protective covenants, reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery of the damages.

18. Severability. Invalidation of any 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.

DATED this 12th day of January, 1977.

HERITAGE DEVELOPERS, a partnership.

BY Gerald F. Vandanel  
Gerald F. Vandanel, Partner

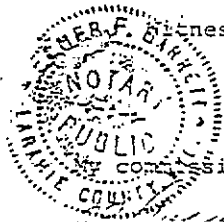
Thomas E. Kilty  
Thomas E. Kilty, Partner



THE STATE OF WYOMING) )  
COUNTY OF LARAMIE ) ) SS

The foregoing instrument was acknowledged before me by Gerald F. Vandehi and Thomas E. Kilty, this 1st day of January, 1977.

Witness my hand and official seal:



My commission expires:

August 1980

G. F. Binnett  
Notary Public



THE UNDERSIGNED being the owners in fee simple of the following-described property situated in Laramie County, Wyoming, to-wit:

Block 1, Lots 1 through 4; Block 2, Lots 1 through 6; and Block 3, Lots 1 through 7; Replat of Vandehel Estates, Laramie County, Wyoming

Do hereby make the following Restrictive Covenants applicable to all of the above-described property:

1. Assessments. The owners of the lots of the above-described subdivision each agree to pay, not less than annually, their respective shares of all costs of maintaining and/or improving streets and roads, for snow removal, and of any other assessment levied against them by the Vandehel Estates Homeowners Association, a Wyoming non-profit corporation, or its successor.
2. Creation of Lien and Personal Obligation. Any annual or special assessment levied by the Vandehel Estates Homeowners Association, together with interest accruing thereon, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is levied. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person(s) who was (were) the Owner(s) of such property at time when the assessment became due.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 U.S.C. 3604(c).

DATED this 24th day of May, 1984.

Thomas E. Kilty  
 Thomas E. Kilty  
Donna Joyce Kilty  
 Donna Joyce Kilty  
Charles F. Hirsig  
 Charles F. Hirsig  
Glenna Hirsig  
 Glenna Hirsig  
Norman L. Hanson  
 Norman L. Hanson  
Judith Ann Hanson  
 Judith Ann Hanson  
Maurice W. Brown  
 Maurice W. Brown  
Gerald L. Smith  
 Gerald L. Smith  
Ellen Smith  
 Ellen Smith  
Wilbur D. Packard  
 Wilbur D. Packard

Merle W. Tucker, Jr.  
 Merle W. Tucker, Jr.  
Byg H. Tucker  
 Byg H. Tucker  
Richard C. Brown  
 Richard C. Brown  
Judith A. Brown  
 Judith A. Brown  
Linn A. Wallace  
 Linn A. Wallace  
Karen J. Wallace  
 Karen J. Wallace  
Vincent V. Miller  
 Vincent V. Miller  
Linnie M. Miller  
 Linnie M. Miller  
Kenneth J. Ratcliff  
 Kenneth J. Ratcliff  
Linda L. Ratcliff  
 Linda L. Ratcliff





Dorothy H. Packard  
Dorothy H. Packard

Thomas C. Thompson  
Thomas C. Thompson

Marilyn K. Thompson  
Marilyn K. Thompson

John A. Sundahl  
John A. Sundahl

Barbara J. Sundahl  
Barbara J. Sundahl

J. Kent Rutledge  
J. Kent Rutledge

Nancy E. Rutledge  
Nancy E. Rutledge

James A. Wise  
James A. Wise

Marianne E. Wise  
Marianne E. Wise

Carvel Sevier Brown  
Carvel Sevier Brown

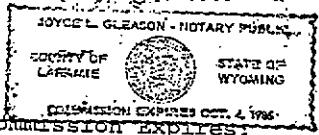
Lois K. Brown  
Lois K. Brown

STATE OF WYOMING )  
                          ) SS  
COUNTY OF LARAMIE )

I, Joyce L. Gleason, a Notary Public, do hereby certify that on the 24th day of May, 1984, personally appeared before me Norman L. Hanson, Judith Ann Hanson, Wilbur D. Packard, J. Kent Rutledge, Nancy E. Rutledge, Maurice W. Brown, Richard C. Brown, Judith A. Brown, Eyo H. Tucker, and Merle W. Tucker, Jr., Dorothy H. Packard

who, being by me first duly sworn, did sign the above and foregoing DECLARATION OF RESTRICTIVE COVENANT.

Witness my hand and official seal.



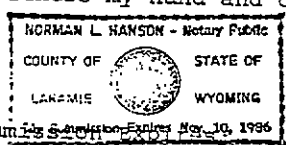
Joyce L. Gleason  
Notary Public

My Commission Expires:

STATE OF WYOMING )  
                          ) SS  
COUNTY OF LARAMIE )

I, Norman L. Hanson, a Notary Public, do hereby certify that on the 31st day of May, 1984, personally appeared before me Charles F. Hirsig, Glenna Hirsig, Gerald L. Smith, Ellen Smith, Linn A. Wallace, Karen J. Wallace, Vincent V. Miller, Carvel S. Brown, Linnie M. Miller, Kenneth J. Ratcliff, Linda L. Ratcliff, Thomas C. Thompson, Lois K. Brown, Marilyn K. Thompson, John A. Sundahl, Barbara J. Sundahl, who, being by me first duly sworn, did sign the above and foregoing DECLARATION OF RESTRICTIVE COVENANT.

Witness my hand and official seal.



Norman L. Hanson  
Notary Public

My Commission Expires:

STATE OF ~~COLORADO~~ WYOMING )  
  ) SS  
COUNTY OF LARAMIE )

I, Joyce L. Gleason, a Notary Public, do hereby certify that on the 14th day of August, 1984,

