

No. 278787  
July 27, 1949, 11:15 o'clock A.M.

No stamp  
no cash consideration  
13-551

# WARRANTY DEED

THIS INDENTURE, Made this Twenty-seventh day of July, in the year of our Lord One Thousand Nine Hundred and Forty-nine (A.D. 1949) BETWEEN OVELAND CEMENT PLASTER COMPANY, a corporation formed and existing under the laws of the State of Wyoming, of the County of Albany, and State of Wyoming of the first part, and Union Realty Company, a corporation formed and existing under the laws of the State of Wyoming, of the County of Albany, and State of Wyoming of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar (1.00) and other good and valuable considerations to the said party of the first part, in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns FOREVER

all the following described lot or parcels of land, situate, lying and being in the County of Albany, and State of Wyoming, to-wit:

All of Block 319, comprising lots one (1) through eight (8), inclusive, in Sherod's Addition to the City of Laramie in said County and State, as said Lots and Block are laid down and described in the plat thereof made and executed September 19, 1923, by party of the first part and filed and recorded on page 96 in the Book of Plats in the office of the County Clerk and ex-officio Register of Deeds of Albany County, Wyoming, as the Refiling of Blocks 307, 318, 319 and 320 of said addition, together with all improvements and appurtenances situate thereon or appertaining thereto; but subject, however, to the following protective restrictions and covenants running with all of the land in said Block and in each of said lots, to-wit:

(a) No structure shall be erected, altered, placed or permitted to remain on any building plot other than one dwelling not to exceed two and one-half stories in height and outbuildings incidental to the use and occupancy of the property for residential purposes.

(b) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(c) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract 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.

(d) No dwelling costing less than \$5,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 725 square feet in the case of a one-story structure nor less than 600 square feet in the case of a dwelling of more than one story.

(e) No horses, cattle, pigs, sheep, goats or other animals may be kept on any lot in this tract except household pets.

(f) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1975, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

(g) If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said block 319 to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(h) Invalidation of any one or more 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.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, including the release and waiver of the right of homestead, and all the estate, right, title, interest and claim whatsoever of the said part Y.....of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part Y..... of the second part. its successors..... and assigns FOREVER.

And the said part Y..... of the first part, for itself and its legal representatives, ~~XXXXXX~~ administrators, do covenants and agree, to and with the said part Y..... of the second part, its successors..... and assigns, that at the ensembling and delivery of these presents it is..... well seized of the said granted premises, in and of a good and indefeasible estate in fee simple.

And that it..... has..... good and lawful right to sell and convey the same, and that it..... will WARRANT AND DEFEND the same against all lawful claims and demands whatsoever.

And for the consideration aforesaid, I, the said.....

..... wife of the said.....

..... do hereby relinquish and release unto the said part..... of the second part,..... and assigns forever, all my Rights, and including the release and waiver of the right of Homestead, and all of my rights whatsoever, of, in and to the aforegranted premises.

caused this instrument to be executed by its President, attested by its Secretary and its corporate seal to be hereto affixed the day and year first above written.

Signed, Sealed and Delivered in Presence of

David N. Hitchcock

OVERLAND CEMENT PLASTER COMPANY [SEAL]

By: [Signature] President [SEAL]

Attest: W. E. Cottrell [SEAL] Secretary



