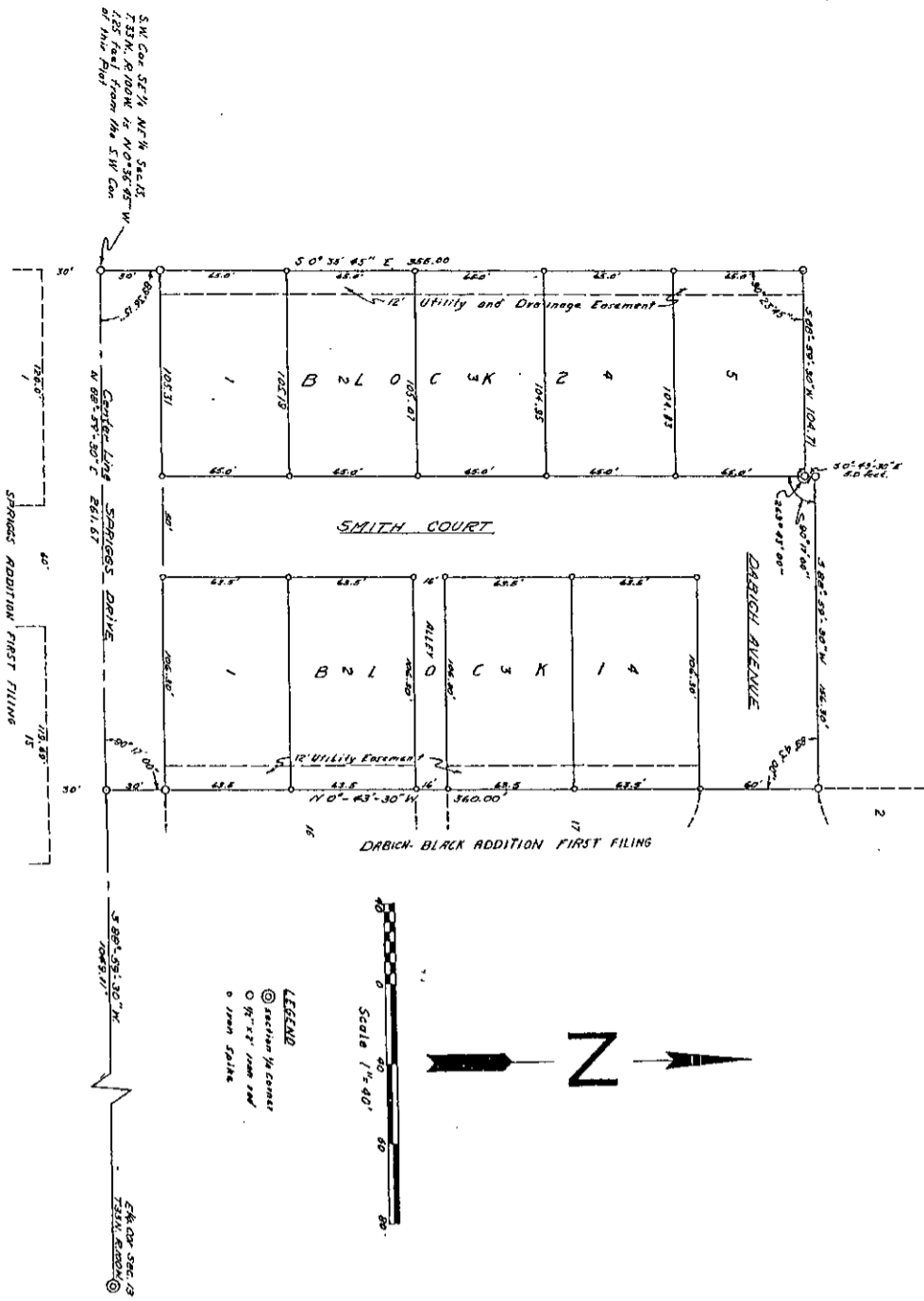


# BADLEY-BLACK ADDITION, FIRST FILING

TO THE TOWN OF LANDER, FREMONT COUNTY, WYOMING

A SUBDIVISION OF PART OF THE SE 1/4 - NE 1/4 SECTION 13, T.33N., R.100W.  
6 TH. PRINCIPAL MERIDIAN, FREMONT COUNTY, WYOMING



## SURVEYOR'S CERTIFICATE

STATE OF WYOMING }  
COUNTY OF FREMONT }

I, R.D. Connell, a Registered Licensed Land Surveyor of the State of Wyoming, do hereby certify that hereunto attached map is a true and correct representation of Badley-Black Addition, First Filing, in the Town of Lander, Fremont County, Wyoming, as the same was plotted by me in the Survey of 1922, that said plat of Badley-Black Addition, Wyoming, as the same was plotted by me in the Survey of 1922, that said plat of the same is accurately surveyed, measured and shown on this plat with its proper location, scale of 40 feet to the inch and the names of all roads, streets and other lands dedicated to public use and the numbers of all lots and blocks are shown thereon, and that all measurements have been indicated thereon and all data shown thereon which to make future re-surveys.

Subscribed and sworn to me this 6 day of March, 1922.  
My Commission expires 3/1/23  
Notary Public W.D. [Signature] Wyoming Registration No. 473

## OWNER'S DEDICATION

STATE OF WYOMING }  
COUNTY OF FREMONT }

This certificate that we, Block Homes Inc. a Wyoming Corporation are the owners of a tract of land lying and being within the SE 1/4, NE 1/4, Section 13, T.33N., R.100W., 6th P.M. more fully described as follows: Commencing at the S.E. corner of the N.E. 1/4 of said section 13, thence S 88° 59' 30" W 104.71 feet to the point of beginning of the description; thence N 0° 45' 10" W 360.00 feet; thence S 88° 59' 30" W 161.50 feet; thence S 0° 45' 30" E 5.00 feet; thence S 88° 59' 30" W 104.71 feet; thence S 0° 34' 45" E 355.00 feet; thence N 88° 59' 30" E 261.67 feet to the point of beginning; that we have acquired the same to be surveyed, and plotted into lots, blocks, streets, alleys and other lands dedicated to public use in accordance with the annexed map and plat, the same to be hereafter known as the BADLEY-BLACK ADDITION, FIRST FILING in the Town of Lander, Fremont County, Wyoming; that we do hereby ratify the act of Surveyor R.D. Connell in the naming of streets and other lands dedicated to public use and the numbering of lots and blocks, and we do hereby dedicate to the public use forever the streets, alleys, utility easements and other public lands as therein shown; and the above and foregoing subdivision of the same described land as appear on this plat is with the free consent, and in accordance with the desires of the undersigned owner and premises, and we do hereby release and waive all right under and by virtue of the homestead exemption laws of the State of Wyoming for the purpose of this dedication.

WITNESS our hand this 7 day of March 1922. By John W. Black President

## CORPORATE ACKNOWLEDGEMENT

STATE OF WYOMING }  
COUNTY OF LARAMIE }

On this 7 day of March, 1922 before me personally appeared John W. Black, to me personally known, who being by me duly sworn did say that he is the president of Block Homes Inc. a Wyoming Corporation, and that the seal affixed to said instrument is the correct seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and said John W. Black acknowledged said instrument to be the free act and deed of said corporation.

Notary Public My Commission expires March 19, 1922  
Notary Public

## APPROVED

BOARD OF COUNTY COMMISSIONERS  
FREMONT COUNTY WYOMING

By W.D. [Signature]  
Chairman  
Attest: W.D. [Signature]  
County Clerk  
Date: March 7, 1922

TOWN COUNCIL  
LANDER, WYOMING

By W.D. [Signature]  
Attest: W.D. [Signature]  
Town Clerk  
Date: March 7, 1922

STATE OF WYOMING  
FREMONT COUNTY CLERKS OFFICE

Filed in this office for record this  
7 day of March, 1922 of  
a plat of Badley-Black Addition  
Reception number 581733 Drawn  
number 88 Page 44

John W. Black, Ronald M. Vontz,  
& Raymond Woods, owners of  
BLACK HOMES, INCORPORATED

\*DECLARATION OF PROTECTIVE COVENANTS  
\*BADLEY-BLACK ADDITION  
\*First Filing to the Town of Lander,  
Excluding Lot 1, Block 1  
\*Fremont County, Wyoming

to

The Public

KNOW ALL MEN BY THESE PRESENTS, Black Homes, Incorporated, a Wyoming Corporation being the present owner of the First filing of Badley-Black Addition, to the Town of Lander, Fremont County, Wyoming, does hereby covenant and agree that all of said blocks in said Addition and all of said lots in said blocks are held subject to and with the benefit of all the restrictions, conditions, covenants, charges, and agreements contained within the 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 it shall be subject to covenants and restrictions hereinafter set forth.

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 stories in height and a private garage for not more than two cars. No building of any kind shall be moved onto the above tracts. All construction shall be new.

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 committees as to the quality of workmanship and materials, harmony of design with existing structures, and as to location with respect to topography and finish grade elevation. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building front yard or side yard setback line established herein, and there shall be no front yard fencing, wall, or hedges.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00, based upon cost levels prevailing at the date these covenants are recorded, it being the intention and purpose of the covenants 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 dwelling size. The ground floor area of the main structure, exclusive of one-story dwelling, not less than 560 square feet for one and one-half stories, and not less than 700 square feet for a two-story dwelling.

4. BUILDING LOCATION. No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 5 feet to any side street line. 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 considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot. 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 setback of the adjoining house and the setback line on the side street shall be 25 feet.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 55 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5,500 square feet.

6. NUISANCE. 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.

INDEXED  
EXTRACTED

STATE OF WYOMING, Filed in this office  
FREMONT COUNTY }  
CLERK'S OFFICE } No. 573625  
for record at \_\_\_\_\_ o'clock \_\_\_\_\_ M

7. **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 for a lumber shed, shop, office building and one trailer house during the construction period.

8. **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.

9. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

10. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in clean and sanitary condition.

11. **SIGNS.** No signs of any kind shall be displayed to the public view or any lot, except one professional sign of not more than one square foot, one sign of not more than 5 square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.

12. **BASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved, along the rear of all lots and along the side of certain lots, as shown on the recorded plat as easements.

13. **MEMBERSHIP.** The architectural control committee is composed of John W. Black, Ronald M. Vontz, and Raymond Woods, all of Cheyenne, Wyoming. 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 of the committee 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 covenants. At any time, the then recorded owners of a majority of lots shall have the power through a duly recorded written instrument to change the membership of the committee or the withdraw from the committee or to restore to it any of its powers and duties.

14. **PROCEDURE.** The committee's approval or disapproval as required in these covenants shall be in writing. The failure of such representative to approve or disapprove any proposal building plans shall not in any way relieve the owner or the builder from his legal responsibilities to comply with the covenants, conditions, and restrictions contained herein.

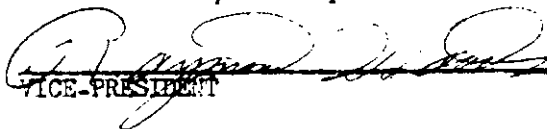
15. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years 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.

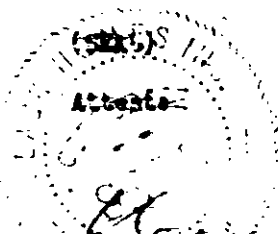
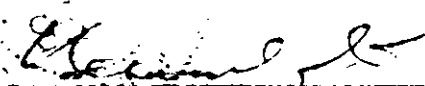
16. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

17. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

Signed at Lander, Wyoming this 24 day of May, 1962.

Black Homes, Incorporated

  
VICE-PRESIDENT

  
Attest:  
  
ASSISTANT SECRETARY

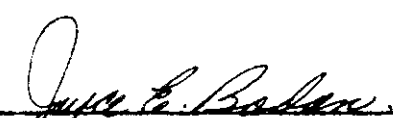
THE STATE OF WYOMING,  
COUNTY OF FREMONT

On this 24 day of May, 1962, before me personally appeared

RAYMOND WOODS AND BERNARD GISI  
of Black Homes, Incorporated and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by its Board of Directors and said RAYMOND WOODS AND BERNARD GISI acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires on the 12 day of December, A.D. 19 64.  
Given under my hand and notarial seal this 24 day of May A. D. 19 62

  
JOSEPH E. BODAN  
NOTARY

  
NOTARY PUBLIC