

**ELEVENTH ADDITION  
TERRINGTON, WYOMING.**

**DEDICATION**

THIS CERTIFIES, that the LINCOLN LAND COMPANY, a corporation duly organized and existing under the laws of the State of Nebraska, and authorized to do business in the State of Wyoming, is the owner in fee of that part of the West 1/2 of Section 10, T.24 N. R.61 W. of 6th. PM, on which the Eleventh Addition to the Town of Torrington, Wyoming, is located; as shown by the accompanying plat and Surveyor's Certificate; that said Owner has caused the above described land to be surveyed and platted as the ELEVENTH ADDITION TO TERRINGTON, WYOMING, as shown by said plat and Surveyor's certificate; that the Streets and Alleys indicated on said plat are hereby dedicated to the Public for street purposes.

IN TESTIMONY WHEREOF, the said LINCOLN LAND COMPANY has caused this instrument to be signed by the President and countersigned by its Secretary, and the Corporate Seal of said Company to be hereunto affixed this 12<sup>th</sup> day of April, A.D. 1938. Executed in Duplicate.

COUNTERSIGNED  
*[Signature]*  
SECRETARY  
WITNESS Signature of President  
*[Signature]*

LINCOLN LAND COMPANY  
BY: *Charles E. Perkins*  
PRESIDENT

**ACKNOWLEDGEMENT**

State of Nebraska } ss.  
County of Lancaster }  
On this 12<sup>th</sup> day of April, A.D. 1938, before me personally appeared CHARLES E. PERKINS to me personally known, who being by me duly sworn, did say that he is the PRESIDENT of the LINCOLN LAND COMPANY, and that the seal affixed to this instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its BOARD OF DIRECTORS, and said CHARLES E. PERKINS acknowledged said instrument to be the free act and deed of said Corporation.  
Witness my hand and Notarial Seal on the day last above written. My commission expires June 11<sup>th</sup> 1942.

*Henry H. Wood*  
NOTARY PUBLIC.

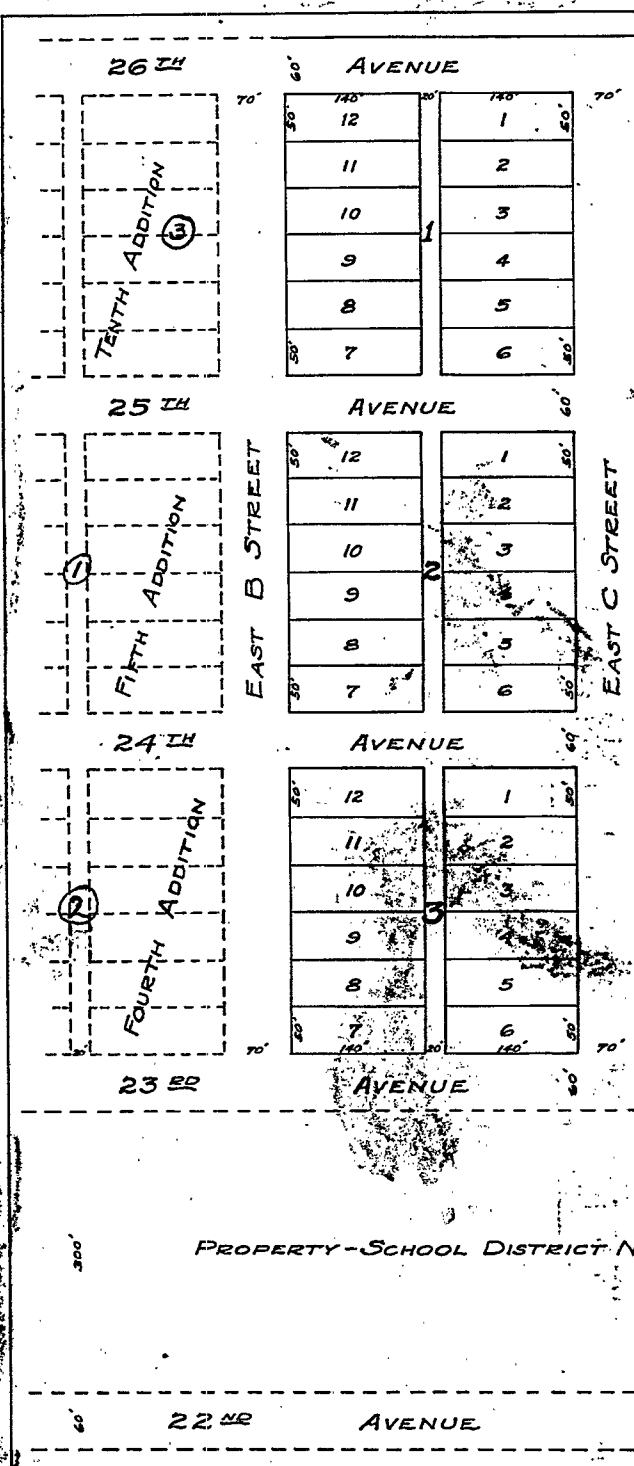
**SURVEYOR'S CERTIFICATE**

State of Wyoming } ss.  
County of Goshaw }  
I, Phil Rouse, of Torrington, Wyoming, DO HEREBY CERTIFY that the ELEVENTH ADDITION TO TERRINGTON, WYOMING, was surveyed by me, that said Addition is located in the West 1/2 of Section 10, T.24 N. R.61 W. of the 6<sup>th</sup> PM.; that the annexed Plat is a correct delineation of said survey, drawn to a scale of 100 feet to the inch. The north and south streets and alleys are laid out in prolongation of existing Torrington Streets and the east and west streets are laid out at right angles thereto. Stakes are driven in at the street corners of each lot. Each lot and block bears its own number, the widths of streets and alleys and dimensions of all lots are clearly shown.

*Phil Rouse*  
SURVEYOR LICENSE No. 109.

216475

The State of Wyoming  
County of Goshaw  
This instrument was filed for record  
on the 16<sup>th</sup> day of April  
A.D. 1938 at 10 o'clock A.M.  
and is duly recorded in Book \_\_\_\_\_  
on page \_\_\_\_\_  
*[Signature]*  
County Clerk and Ex-Officio Register of Deeds.  
By \_\_\_\_\_ Deputy



PROPERTY-SCHOOL DISTRICT No. 3

E N T R Y       N U M B E R  
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LINCOLN LAND COMPANY

TO

THE PUBLIC.

DECLARATION OF PROTECTIVE COVENANTS

Dated October 4, 1938

Filed October 12, 1938 at 10 A. M.

Recorded in Book 138, Page 158

Goshen County Records.

Know all men by these Presents, that the Lincoln Land Company, a corporation organized and existing under and by virtue of the laws of the State of Nebraska, and authorized to transact business in the State of Wyoming, being the present owner of Lots 1, and 3, Block 1; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 2; and Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11 and 12, Block 3, in the Eleventh Addition to the Town of Torrington, situate in the County of Goshen and State of Wyoming, covenants and agrees that said above described lots 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 it further covenants and agrees that any subsequent grants of any of the said lots now owned by it shall be subject to the following covenants and restrictions, to-wit:

(a) All the lots above described shall be known and described as residential lots, except - No exceptions. No structures shall be erected, altered, placed or permitted to remain on any residential building plot 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 and an appurtenant outbuilding.

(b) No building shall be erected, altered, placed or permitted to remain on any building plat in this subdivision until the external design and location thereof have been approved in writing by the neighborhood committee which shall be appointed or elected by the owner of owners of a majority of the lots which are subject to the covenants herein set forth. (Note: Each owner has votes equal to number of lots owned). However, if the committee fails to approve or disapprove such design or location within 30 days after such plans have been submitted to it, then such approval will not be required. The completion of construction, alteration, or placement of a structure for 30 days shall be construed as prima-facie evidence of committee approval. (Note: The manner of appointment or election of said committee, its duties and authority, its continuation, and the names of its members shall be placed of record).

(c) No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. No building shall be located nearer than five feet to any side lot line except that the side line restriction shall not apply to a detached garage or other outbuilding located 60 feet more from the front lot line. (Note: Exceptions may be made for certain lots where special conditions warrant).

(Alternate for use where setback lines cannot be shown on recorded map).

No building shall be located on any residential building plot nearer than 25 feet to the front line, nor nearer than 15 feet to any side street line. No building, except a garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than five feet to any side lot line.

(d) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 50 feet at the front building setback line.

(e) 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.

E N T R Y      N U M B E R      (CONT'D.)  
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(f) No person of any race other than the Caucasian Race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

(g) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in 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.

(h) No dwelling, with an urchant building, shall cost less than \$4000 to be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of 1-story open porches, and garages shall not be less than 600 feet in the case of 1-story structure nor less than 520 square feet in the case of a 1½, 2 or 2½ story structure.

(i) No building shall be erected upon any of the lots or parcels of land in that part of the SE¼NW¼ of Section 10, Twp. 24, Range 61, Coshen County, which now belongs to said Lincoln Land Company, and which property lies east of the 11th addition of Torrington which shall cost less than \$4000.

(j) these covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1960, at which time said covenants shall be automatically extended for successive period of ten years unless by a vote of a majority of then then owners of the lots it is agreed to change the said covenant in whole or in part.

(k) 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 development or subdivision 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.

(l) Invalidatation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Lincoln Land Company, has caused this instrument to be signed by its President and countersigned by its Secretary, this 4th day of October, 1939

One Witness.  
(CORPORATE SEAL)

SIGNED: LINCOLN LAND COMPANY  
By: Charles E. Perkins, President.  
Countersigned: W. W. Turner, Secretary.

ACKNOWLEDGED October 4th, 1939 before Henry H. Herd, a Notary Public in and for Lancaster County, Nebraska, by Charles E. Perkins, who being duly sworn did say that he is the President of the Lincoln Land Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Charles E. Perkins acknowledged said instrument to be the free act and deed of said corporation.

Acknowledgment is in accordance with Wyoming Statutory Form.

(SEAL) Commission expires June 11th, 1942.

ENTRY NUMBER

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LINCOLN LAND COMPANY

TO

THE PUBLIC.

AMENDMENT.

Filed January 3, 1940 at 9 A.M.

Dated December 18, 1939

Recorded in Book 138, Page 358

Goshen County Records.

As filed by the Lincoln Land Company on the 13th day of October, 1939, in the office of the County Clerk of Goshen County, Wyoming, in Book 138, Page 158, with respect to

Lots 1 and 3, Block 1; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 2; and Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11 and 12, in Block 3, in the Eleventh Addition to the Town of Torrington, situate in the County of Goshen, State of Wyoming;

said Amendment being in accordance with regulations and requirements of the Federal Housing Administration, as follows, to-wit:

AMENDMENT BY SUBSTITUTION, OF PARAGRAPH (1)

Paragraph (1) of the original Declaration of Protective Covenants reads as follows:

(1) No building shall be erected upon any of the lots or parcels of land in that part of the SE 1/4 of Section 10, Tp. 24, Range 61, Goshen County, which now belongs to said Lincoln Land Company, and which property lies east of the 11th addition to Torrington which shall cost less than \$4000.00.

Paragraph (1) of the original Declaration of Protective Covenants, as above written, is hereby cancelled and voided and the same is hereby Amended to read as follows:

(1) The land lying East of the Eleventh Addition to Torrington, in the SE 1/4 of Sec. 10, Tp. 24, Range 61, which belongs to the Lincoln Land Company, is hereby restricted to single-family dwelling units and no person of any race other than the Caucasian shall occupy any building or lot, except occupancy by domestic servants of a different race domiciled with an owner or tenant and no dwelling, including appurtenant outbuildings, costing less than \$4000, is to be permitted on any lot or parcel in the tract."

IN WITNESS WHEREOF, the Lincoln Land Company has caused this instrument to be signed by its President and countersigned by its Secretary, this 18th day of December, 1939.

One Witness.

(CORPORATE SEAL)

SIGNED: LINCOLN LAND COMPANY

By: Charles E. Perkins, President.

Countersigned: W. W. Turner, Secretary.

ACKNOWLEDGED December 18th, 1939 before Henry H. Herd, a Notary Public in and for Lancaster County, Nebraska, by Charles E. Perkins, who being duly sworn did say that he is the President of the Lincoln Land Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Charles E. Perkins acknowledged said instrument to be the free act and deed of said corporation.

Acknowledgment is in accordance with Wyoming Statutory Form.

(SEAL) Commission expires June 11, 1942.

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E N T R Y      N U M B E R  
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ALVA W. HAMILTON

AFFIDAVIT

TO  
THE PUBLIC.

Dated -  
Filed April 4, 1945 at 9:00 A.M.  
Recorded in Book 165, Page 516  
Goshen County Records.

STATE OF WYOMING }  
COUNTY OF GOSHEN } SS.

Alva W. Hamilton, being first duly sworn according to law, deposes and says:

That he is the Chairman of a Committee of five consisting of himself and M.B. Farris, 2443 East B. St., C.R. Goddard, 2417 East B St., R.C. Gates, 2318 East C. St., and L.E. Sandburg, 336 East 24th St., who were appointed as such a Committee to enforce the provisions of that certain Declaration of Protective Covenants dated October 4, 1939, recorded in Book 138 at Page 158 of Goshen County Records, together with the Amendment thereto, dated December 18, 1939 and recorded in Book 138 at Page 252 of said county records, said Committee having been appointed by the annexed Certificate of Appointment, which is made a part hereof by reference thereto, said Certificate of Appointment having been made by a majority of the owners of the lots subject to the covenants set forth in said instruments and including Lots 1 and 3 in Block 1, and Lots 1,2,3,4,5,6,7,8,9,10,11 and 12 in Block 2 and Lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, in Block numbered 3 of the 11th Addition to the Town of Torrington, Goshen County, Wyoming.

That the term of the appointment of said Committee is as follows: Said Committee shall serve for a term from the date of this instrument for a period of not less than ten years or until two members of said Committee shall have disposed of their respective interests in the property located in the blocks above described, or until their duties have been fully carried out in all respects, whichever time shall be shorter.

That the duties of said Committee are as follows: Said Committee shall enforce all of the covenants contained in that certain Declaration of Protective Covenants dated October 4, 1939, and recorded in Book 138, at Page 158 of the Goshen County Records, together with the Amendment thereto, dated December 18, 1939, and recorded in Book 138 at Page 252 of the Goshen County Records.

That the authority of the Committee is as follows: Said Committee shall have authority at all times during its term to receive and accept any and all plans submitted to it for improvements in any of the blocks above described, and to make such investigations and determinations affecting such plans as may be required in order for said Committee to determine whether or not the restrictive covenants referred to herein will be met in all respects, and to approve or disapprove any such plans as may be submitted to said Committee, as coming within the scope of the protective covenants above mentioned, the Declaration of Protective Covenants and the Amendment thereto being incorporated herein by reference thereto as fully as though set forth herein at length. Said Committee shall have the further and general power to make all determinations in connection with said Protective Covenants and the Amendment as may be necessary to the proper enforcement thereof and shall have all other and further powers not specifically mentioned herein reasonably necessary to require and enforce subrules and regulations as they may determine expedient to enforce all of the covenants in the instruments above mentioned and to take any action necessary to carry out any and all terms of this Certificate of Appointment and of the Declaration of Protective Covenants and Amendment thereto.

That this affiant is an owner of one of the above described lots and that he believes that the annexed Certificate shows the genuine signatures of the persons whose signatures it purports to show.

Signed: Alva W. Hamilton.

Sworn to before me and subscribed in my presence this 30 day of March, 1945.

(SEAL)

Hal E. Morris, Notary Public, Goshen.

E N T R Y      N U M B E R  
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RUFUS C. GATES, et al  
TO  
THE PUBLIC.

AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS.  
Dated October 17, 1947  
Filed October 28, 1947 at 1:30 P.M.  
Recorded in Book 171, Page 518  
Goshen County Records.

The undersigned being a majority of the owners of the Lots 1 and 3, Block 1, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 2; and Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11 and 12, in Block 3 in the 11th Addition to the Town of Torrington, and the Lots or parcels of land in that part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 10, Township 24, Range 4 Goshen County, Wyoming, which lay East above the 11th Addition to the Town of Torrington, which was owned by the Lincoln Land Company on December 18, 1939, do hereby vote to amend, and do by this means, amend the certain Declaration of Protective Covenants, dated October 4, 1939 and recorded in Book 138 at Page 158 of the Goshen County Records, as amended under the date of December 18, 1939, said Amendment being recorded in Book 138 at Page 252 of the Goshen County Records and affecting the above described lands, as follows:

That paragraph (h) of said Declaration of Protective Covenants as amended, be and the same is hereby amended to read as follows:

"(h) No dwelling, with appurtenant outbuildings costing less than \$4000.00, is to be permitted on any lot or parcel of land hereinbefore described. The ground floor area of the main structure, exclusive of 1-story open porches, and garages shall not be less than 800 square feet in the case of  $\frac{1}{2}$ -story structures not less than 520 square feet in the case of  $1\frac{1}{2}$ , 3 or  $3\frac{1}{2}$  story structures. All structures located on any part of the above described premises shall meet the standards and specifications thereof promulgated by the Federal Housing Administration, under Section 203, Commonly known as Title Two of the National Housing Act, as now or later amended".

That paragraph (j) of said Declaration of Protective Covenants as amended, be and the same is hereby amended to read as follows:

"(j) These covenants are to run with the land and shall be binding on all the parties and all parties claiming under them until January 1 $\frac{1}{2}$  1980, 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."

IN WITNESS of our so voting, we have hereunto set our hands as of the 17th day of October, 1947.

Signed: Rufus C. Gates, et al  
(Signed by 50 other owners of  
Lots described in said instrument.)

STATE OF WYOMING )  
COUNTY OF GOSHEN ) ss.

Alva W. Hamilton and Rufus C. Gates, being first duly sworn, each for himself and not one for another, deposes and says:

That he is an owner of one of the Lots described in the foregoing instrument, and that he knows of his own knowledge that the foregoing instrument shows the genuine signatures of the persons whose signatures it purports to show; and that the signers of said instrument annexed their signatures thereto, freely and voluntarily, and for the uses and purposes therein set forth.

Alva W. Hamilton  
Rufus C. Gates.

Subscribed and sworn to before me this 28 day of Oct., 1947.

Hal E. Morris, Notary Public

(SEAL) Commission expires December 30, 1950.