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P. J. Black Lumber Company
and the Wyoming Homes Company

DECLARATION OF PROTECTIVE
COVENANTS

in re

Dated October 18, 1943

Blocks 1, 3, 4, 5 and 6,
in Arnor Second Addition

Recorded Oct. 18, 1943
at 3:35 P.M.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned P. J. Black Lumber Company, and The Wyoming Homes Company being the present owners of all the property described as Blocks 1, 3, 4, 5 and 6 in Arnor Second Addition to the City of Cheyenne, Laramie County, Wyoming, do hereby covenant and agree that all of the above described property now owned by the said parties is held subject to and with the benefit of all the restrictions, condition, covenant changes, and agreements contained in the within DECLARATION OF PROTECTIVE COVENANTS, and we do further covenant and agree that any subsequent grants of any of the said lots or blocks now owned by us shall be subject to the following covenants and restrictions:

(a) All lots in this above described tract shall be known as described as residential lots; no structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling and a private garage for not more than two cars and other out buildings incidental to residential use.

(b) No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Arthur Black, Jay E. Shideley and Howard B. Black or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any members of said committee, the remaining member or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event of said committee, or its designated representative, fails to approve plans and specification have been submitted to it or, in any event, if no suit to enjoin the erection of such building of the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease after January 1, 1949. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

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

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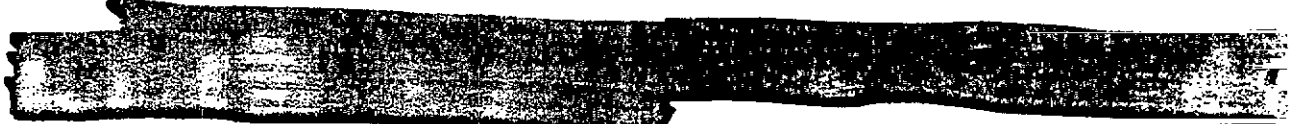
(c) No building shall be located near to the front lot line or nearer to the side street line than the building set back line shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 20 feet to front lot line, nor nearer than 10 feet to any side street line. No building except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line, no residence or attached appurtenance shall be erected on any lot farther than 30 feet from the front lot line.

(d) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 4,000 square feet or a width of less than 42 feet at the front building set back line.

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

(f) 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.

(g) The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 650 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half, two and one-half story structure.



(i) These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1966, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

(j) 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 of 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.

(k) Invalidation of any one 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 18th day of October, 1943.

One Witness

(Corporate Seal)

Signed: The Wyoming Homes Company
By: Jay E. Shideler, President
Attest: Donald K. Warner, Secretary

One Witness

(Corporate Seal)

Signed: P. J. Black Lumber Company
By: Norman P. Black, President
Attest: C. A. Black, Secretary

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Acknowledged October 12, 1943 by Jay E. Shideler, President of The Wyoming Homes Company, to be the free act and deed of said corporation, before Robert Black, Notary Public, Laramie County, Wyoming. (Notarial Seal) Commission expires March 15, 1946.

Acknowledged October 18, 1943 by Norman P. Black, President of P. J. Black Lumber Company, to be the free act and deed of said corporation, before D. Robert Black, Notary Public, Laramie County, Wyoming. (Notarial Seal) Commission expires March 15, 1946.

Reception No. 415198.

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