



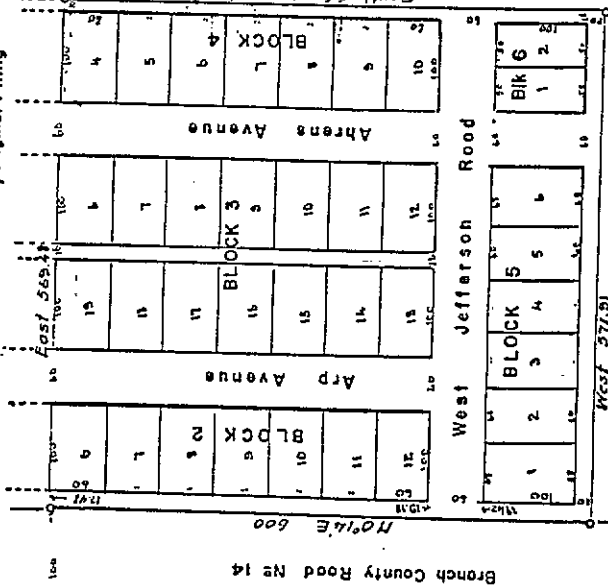
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805272
575208

Arp Addition, Original Filing



ENGINEER'S CERTIFICATE

The State of Wyoming }
County of Laramie }

I, T. H. Beckwith, of Cheyenne, Wyoming, hereby certify that this plat of ARP ADDITION, SECOND FILING, was made from notes taken during an original survey made under my direction in September 1957, that it correctly shows the lots, blocks, streets and alleys as marked on the ground by iron pins at the four corners of each lot, at all other lot corners, and that the land embraced in this subdivision is that part of W 1/2 NW 1/4 Section 7, T. 13 N., R. 66 W., 6th P.M., Laramie County, Wyoming, containing 7.25 acres, more or less and being more particularly described as follows:

Beginning at a point on the east R/W line of Branch of County Road No. 14, which point is 50 feet east of the west boundary of said Section 7 and 720 feet south of the north-west corner of said Section 7; thence East, parallel to the north boundary of said Section 7, a distance of 569.48 feet to a point; thence South a distance of 500 feet to a point; thence West, parallel to the north boundary of said Section 7, a distance of 571.91 feet to a point on the east R/W line of said County Road; thence N 0° 14' E, along the east R/W line of said County Road, a distance of 500 feet to the point of beginning.

T. H. Beckwith
Engr. Wyo. Reg. No. 19

APPROVAL

Approved and made a part of the City of Cheyenne this 22nd day of November, 1957

Attest: *Mary D. Small*
City Clerk

Approved by the County Commissioners of Laramie County, Wyoming, this 22nd day of *Nov* 1957

Attest: *Walter C. ...*
County Clerk

DEDICATION

Know all men by these presents, that the Pioneer Investment Corporation, organized and operating under the laws of the State of Wyoming, owner in fee simple of the land embraced in this plat and description of ARP ADDITION, SECOND FILING, acting through its Board of Directors, does hereby declare the subdivision of land, as appears on this plat, to be its free act and deed and in accordance with its desires, and does hereby dedicate to the use of the public forever all of the streets and alleys shown hereon.

Attest: *Suey Bergeron*
Secretary

Pioneer Investment Corporation
By *James P. Bergeron*
President

ACKNOWLEDGEMENT

On this 16th day of *November* 1957, personally appeared James P. Bergeron, and Jerry Bergeron Jr., to me known to be the President and Secretary, respectively, of Pioneer Investment Corporation, and acknowledged the above and foregoing Dedication to be their free act and deed of said Corporation and that, by authority of its Board of Directors, they had signed and sealed said Dedication on behalf of said Corporation.

My commission expires *April 1961*

Arvid G. ...
Notary Public
Residing at *Libby, Montana*

ARP ADDITION TO THE CITY OF CHEYENNE
SECOND FILING

A SUBDIVISION OF PART OF THE W 1/2 NW 1/4 SECTION 7
T. 13 N., R. 66 W., 6th P.M.

LARAMIE COUNTY, WYOMING

Scale 1" = 100'

November 1957

DECLARATION OF PROTECTIVE COVENANTS

Filed: Jan. 11, 1958 at

10:34 A. M.

Book 627 Pages 71/73

Reception No. 809834

The undersigned, PIONEER INVESTMENT CORPORATION, being the owner in fee simple of the following described property situate in Laramie County, Wyoming, to-wit:

All of Blocks one, two, three, four, five and six of Arp Addition, Second Filing to the City of Cheyenne, Laramie County, Wyoming,

do hereby make this declaration of protective covenants applicable to all of said described property.

1. No plot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any plot, other than one family dwellings not to exceed two stories in height and a private garage for not more than two cars.
2. No building shall be erected, placed or altered on any plot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any plot nearer to any street than the minimum building setback line. There shall be no front yard fencing.
3. No dwelling shall be permitted on any plot in which the ground floor area of the main structure, exclusive of one-story porches and garages, shall be less than 700 square feet for a one-story building, or less than 700 square feet of ground floor space for a two-story dwelling.
4. No building shall be located on any plot nearer than 25 feet to the front plot line or nearer than 10 feet to any side street line, and no building shall be located nearer than 5 feet to an interior plot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior plot nearer than 25 feet to the rear plot line. For the purpose 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 plot to encroach upon another plot.
5. No dwelling shall be erected or placed on any plot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any plot having an area of less than 6250 square feet.
6. Easements and/or alleys for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plan.
7. No noxious or offensive activity shall be carried on upon any plot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any plot 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, nor shall any house trailer be permitted to remain on any plot.
9. No person shall be allowed to keep, breed or raise chickens, turkeys, horses, cows, cattle, sheep or other domestic farm animals on any plot or erect thereon any building designed to house the same. This restriction shall not be construed to prohibit any person from keeping cats, dogs or other household pets on any plot, providing they are not kept, bred or raised for commercial purposes.

Restrictions indicating a preference
limitation or discrimination based
on race, color, religion, sex, handicap,
family status or national origin are
hereby declared to be void. Such
restrictions violate 42 USC 3604(c).

10. The architectural control committee is composed of the following persons: Jerry J. Berrer, Jr., James P. Federer and Walter C. Urbipkit, Jr. 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 shall have full authority to designate a successor. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then owners of a majority of the plots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to the committee any of its powers and duties.

11. The committee's approval or disapproval as required by these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove, within 30 days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

12. 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the plots has been recorded, agreeing to change said covenants in whole or in part.

13. In the event that anyone shall violate any of these covenants, it shall be lawful for any owner of a plot or plots in the area to maintain an action in law or equity against the person or persons so violating the covenants in order to restrain or enjoin the violation thereof.

14. Invalidation of any of these covenants by judgment or court order in no wise affect any of the other provisions, which shall remain in full force and effect.

15. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any plot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any plot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any plot.

16. Entire property described is zoned Residential "A".

IN TESTIMONY WHEREOF, the PIONEER INVESTMENT CORPORATION, a Wyoming Corporation, has caused this instrument to be executed by its President and attested by its Secretary and its Corporate Seal to be affixed this 22nd day of November, A. D. 1957,

ATTEST: Jerry Berrer, Jr.
Its Secretary

CORPORATE SEAL

PIONEER INVESTMENT CORPORATION
a Wyoming Corporation

By: James P. Federer, Its
President

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

On this 22nd day of November, A. D. 1957, before me personally appeared James P. Federer, to me personally known, who being by me duly sworn did say that he is the President of the Pioneer Investment Corporation, a Wyoming Corporation and that the seal affixed to said 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 James P. Federer acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 22nd day of November, 1957.

(Notarial Seal)

Signed: Arthur L. Bettis
Notary Public

My commission expires June 24, 1959.