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SURVEYOR'S CERTIFICATE

The State of Wyoming)
County of Laramie)

I, Malcolm D. Smith, of Cheyenne, Wyoming, hereby certify that the Plat of Arp Addition, Third Filing, was made from notes taken during an actual survey conducted by me on February 19, 1925; that all corners, bearings, distances, street and alley widths as marked on the notes are correct and that the corners of all lots, blocks and sections are correctly established; that the lot numbers shown on the plat are correct and that the lot corners are correctly established; that the north-south corners of the north-west corner of Arp Addition in the City of Cheyenne, from which the north-west corner of Section 7 bears N. 59° 43' W., a distance of 304 feet to a point of intersection with the north-south line of the east-west boundary of the west boundary of Section 7, 10 feet to the north-south line of the west boundary of the north-south boundary of the west boundary of Section 7, a distance of 370.23 feet to Avenue A distance of 370.23 feet to Avenue B; that the north-south boundary of Section 7 is 1,320 feet long and that the east-west boundary of Section 7 is 86° 18' 48" E. a distance of 1,320 feet to the east corner of Arp Addition to the City of Cheyenne; that the north-south boundary of the west boundary of Section 7 is 1,320 feet long and that the east-west boundary of Section 7 is 86° 18' 48" E. a distance of 1,320 feet to the east corner of Arp Addition and Arp Addition, Section 7, 10 feet to the north-south boundary of the west boundary of Section 7; that the north-south boundary of the west boundary of Section 7 is 1,320 feet long and that the east-west boundary of Section 7 is 86° 18' 48" E. a distance of 1,320 feet to the east corner of Arp Addition and Arp Addition, Section 7, 10 feet to the north-south boundary of the west boundary of Section 7.

M. D. Smith
Surveyor, Wyo. Reg. No. 2, 8

DEDICATION

Know all men by these presents, that the Cheyenne Investment Corporation, organized and existing under the laws of the State of Wyoming, owner of certain lots and blocks in the City of Cheyenne, Wyoming, do hereby dedicate to the public the use of the public, forever all of the blocks shown hereon.

Pleasant Investment Corporation
Pleasant Investment Corporation
President

The State of Wyoming, ss. ACKNOWLEDGEMENT

County of Laramie
On this 23 day of April 1925, personally appearing before me Jerry Berger, Jr., is known to be the President and Secretary of Pleasant Investment Corporation, do acknowledge the above and foregoing Corporation is the true and lawful act and deed of said Corporation and that, by authority of its Board of Directors, it has authorized and directed me to execute these presents, which shall be valid and binding in accordance with its charter, and all law, hereby shown hereon.

My commission expires June 23, 1927.

Jerry Berger, Jr.
President

APPROVAL

Residing at Cheyenne, Wyo.

Approved and made a part of the City of Cheyenne this 23 day of April, 1925.

Walter J. Stover
Mayor

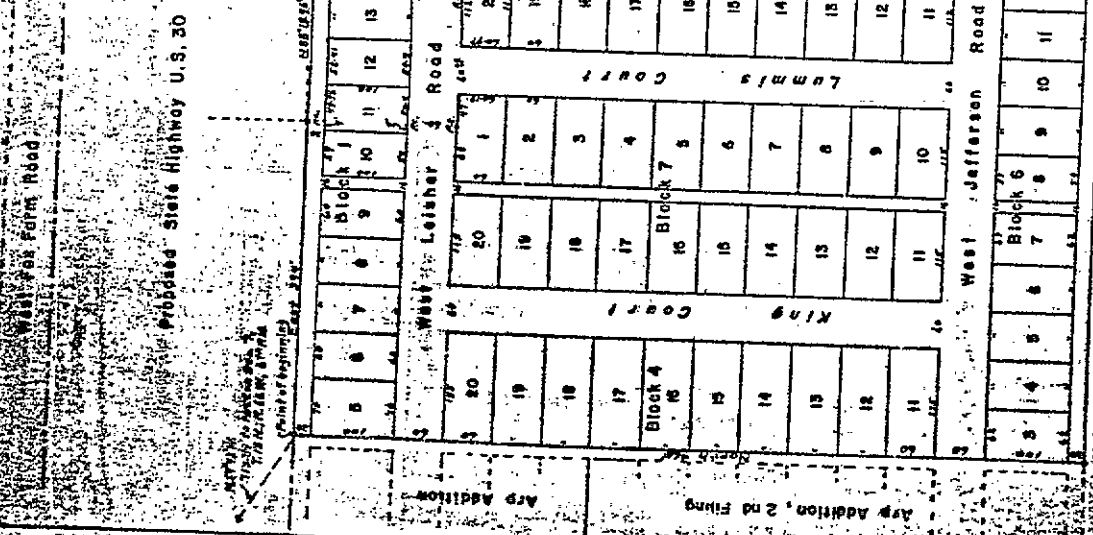
Approved, Board of Commissioners of Laramie County, Wyoming, this 25 day of February, 1925.

Ray Bennett
Chairman

ARE ADDITION TO THE CITY OF CHEYENNE
THIRD FILING
SUBDIVISION OF PART OF THE NW ¼
SECTION 7 T13N., R. 66 W., 6 in P. M.
LARAMIE COUNTY, WYOMING

Scale 1" = 100'

February 1925



West Third

West Curved lot lines are chord lengths.

Pioneer Investment Corporation

DECLARATION OF PROTECTIVE
COVENANTS

in re

Dated April 15, 1958

Arp Addition, Third Filing

Recorded Apr. 15, 1958 at
3:00 P.M.

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

The lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 in Block one, and the

Lots 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, in Block four, and the

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 in Block six, and the

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 in Block Seven, and the

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 in Block eight,

ALL IN ARP ADDITION, THIRD 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, situated, 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 grades/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 any 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.

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

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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 plat.
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 out-building 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.
10. The architectural control committee is composed of the following persons: JERRY J. BERGER, JR., JAMES P. FEDERER, AND WALTER C. URBIGKIT, 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.

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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 15th day of April, A.D. 1958.

Signed: PIONEER INVESTMENT CORPORATION
a Wyoming Corporation
(Corporate Seal) By: Walter C. Urbigkit, Jr.,
Its Vice President
Attest: Jerry Berger, Jr.,
Its Secretary

Acknowledged April 15, 1958 by Walter C. Urbigkit, Jr., Vice President of the Pioneer Investment Corporation in behalf of said corporation by authority of its Board of Directors and to be the free act and deed of said corporation, before Arthur L. Bettis, Notary Public, Laramie County, Wyoming. (Notary Seal)
Commission expires June 24, 1959.

Reception No. 818655.

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Pioneer Investment Corporation,
a Wyoming Corporation

AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS

in re

Dated April 18, 1958

Arp Addition, 3rd Filing.

Recorded Apr. 18, 1958 at
4:45 P.M.

The undersigned, PIONEER INVESTMENT CORPORATION, being the owner in fee simple of the property situate in Laramie County, Wyoming, described as all of Arp Addition, 3rd Filing, to the City of Cheyenne, Laramie County, Wyoming, does hereby amend and supplement a certain declaration of protective covenants, dated April 15, 1958, and filed for record on April 15, 1958, in Book 630, Page 203, of the Records of the County Clerk, Laramie County, Wyoming, by the addition of the following paragraphs to said Declaration of Protective Covenants; said additional paragraphs to have the same force and effect as those contained in the original Declaration as above described.

Paragraph 2. (a) All construction shall be new, and no building or buildings may be moved from another location to any site within this subdivision.

Paragraph 4. (a) In the event that 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.

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IN TESTIMONY WHEREOF, the PIONEER INVESTMENT CORPORATION, a Wyoming Corporation, has caused this instrument to be executed by its Vice-President and attested by its Secretary, and its Corporate Seal to be affixed this 18th day of April, 1958,

Signed: PIONEER INVESTMENT CORPORATION
a Wyoming Corporation
(Corporate Seal) By: Walter C. Urbigkit, Jr.
Vice President
Attest: Jerry Berger, Jr.
Secretary

Acknowledged April 18, 1958 by Walter C. Urbigkit, Jr., Vice-President of the Pioneer Investment Corporation, in behalf of said corporation by authority of its Board of Directors and to be the free act and deed of said corporation, before Louella Mulhern, Notary Public, Laramie County, Wyoming. (Notarial Seal)
Commission expires Apr. 12, 1960.

Reception No. 819003.

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