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Pioneer Investment Corporation

in re

Arp Addition, Sixth Filing.

DECLARATION OF PROTECTIVE COVENANTS

Dated September 11, 1959

Recorded Sep. 15, 1959 at 4:42 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:

Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 in Block eleven (11) and the Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 in Block fifteen (15) and the Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 in Block sixteen (16) and the Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 in Block Seventeen (17) and the Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 in Block eighteen (18) and the Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27 in Block nineteen (19) and all of Block twenty (20) and the Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 in Block twenty-one (21) and the Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 in Block twenty-two (22) and the Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 in Block twenty-three (23) and the Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 in Block twenty-four (24), all in Arp Addition, Sixth 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. All construction shall be new, and no building or buildings may be moved from another location to any site within this subdivision. 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.

(Continued Next Page)

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

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. In the event that a shouse 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. For the purpose of this covenant, eaves and 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 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., and 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 the 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. The 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 11th day of September A.D. 1959.

(Corporate Seal)

Signed: PIONEER INVESTMENT CORPORATION  
By: James P. Federer, President  
Attest: Jerry Berger, Jr., Secretary

Acknowledged September 11, 1959 by James P. Federer, President of 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. (Notarial Seal)  
Commission expires June 24, 1963.  
Reception No. 87256.

\* \* \* \* \*

\* \* \* \* \*

Dated January 4, 1960

Recorded Jan. 5, 1960 at 4:19 P.M.

WHEREAS, the Pioneer Investment Corporation being the owner in fee of Arp Addition, Sixth Filing to the City of Cheyenne, Laramie County, Wyoming, executed and recorded a DECLARATION OF PROTECTIVE COVENANTS dated September 11th, 1959, recorded September 15, 1959, at 4:42 o'clock P.M. as reception No. 870256, in Book 656, on Page 477, 478 and 479.

AND WHEREAS it is now desired to amend said Declaration of Protective Covenants.

NOW THEREFORE, THE PIONEER INVESTMENT CORPORATION does hereby amend certain parts and paragraphs as follows, to-wit:

1. The Block twenty (20) is hereby deleted from the description of covenanted residential building sites.
2. Paragraph number 5 is hereby corrected and amended to read as follows: "5. No dwelling shall be erected or placed on any plot having a width of less than 60 feet at the minimum setback line nor shall any dwelling be erected or placed on any plot having an area of less than 5600 square feet".
3. Paragraph number 6 is hereby corrected and amended to read as follows: "6. Easements and/or alleys for installation and maintenance of utilities and drainage facilities are reserved in the location as shown on the recorded plat for utility easements".

The said Declaration of Protective Covenants shall remain in full force and affect, except only as amended herein.

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 4th day of January, A.D. 1960.

Signed: PIONEER INVESTMENT CORPORATION

(Corporate Seal)

By: James P. Federer, President

Attest: Jerry Berger, Jr., Secretary

Acknowledged January 4, 1960 by James P. Federer, President of 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. (Notarial Seal) Commission expires June 24, 1963.

Reception No. 882209.

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

Pioneer Investment Corporation,  
et al

in re

Arp Addition, Sixth Filing.

ADDENDUM TO THE DECLARATION  
OF PROTECTIVE COVENANTS ON  
ARP ADDITION, SIXTH FILING  
TO THE CITY OF CHEYENNE,  
LARAMIE COUNTY, WYOMING.

Dated June 17, 1960

Recorded Jun. 20, 1960 at  
11:20 A.M.

WHEREAS, the Pioneer Investment Corporation, being the owner in fee of Arp Addition, Sixth Filing to the City of Cheyenne, Laramie County, Wyoming, executed and recorded a DECLARATION OF PROTECTIVE COVENANTS dated September 11, 1959, recorded September 15, 1959, in Book 656 on Pages 477, 478 and 479.

AND WHEREAS, it is now desired to amend said Declaration of Protective Covenants.

NOW THEREFORE, The Pioneer Investment Corporation, George A. Rud and Betty E. Rud, Husband and Wife, William H. Jenkins and Beulah M. Jenkins, Husband and Wife, John R. MacKinnon and Ruth C. MacKinnon, Husband and Wife, Daniel Martin Juchum and Jacqueline C. Juchum, Husband and Wife, Charlie Steve Stone and Irene Victoria Stone, Husband and Wife, Joseph Patrick Perreault and Anita Theresa Perreault, Husband and Wife, and Harless O. Puett and Edith I. Puett, His Wife, being all of the fee owners of lots and blocks of said Arp Addition, Sixth Filing to the City of Cheyenne, Laramie County, Wyoming, does hereby amend a certain part and paragraph as follows, to-wit:

1. Paragraph numbered 5 is hereby corrected and amended to read as follows:

"5. No dwelling shall be erected or placed on any plot having a width of less than 58 feet at the minimum setback line, nor shall any dwelling be erected or placed on any plot having an area of less than 5000 square feet."

The said Declaration of Protective Covenants shall remain in full force and effect, except only as amended herein.

This Addendum executed and dated this 17th day of June, 1960

(Corporate Seal)

Signed: PIONEER INVESTMENT CORPORATION  
By: James P. Federer, President  
Attest: Jerry Berger, Jr., Secretary

Signed: George A. Rud  
Betty E. Rud  
William H. Jenkins  
Beulah M. Jenkins  
John R. MacKinnon  
Ruth C. MacKinnon  
Daniel Martin Juchum  
Jacqueline C. Juchum  
Charlie Steve Stone  
Irene Victoria Stone  
Anita Theresa Perreault  
Joseph Patrick Perreault  
Harless O. Puett  
Edith I. Puett

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Resolutions indicating a preliminary  
formation of declaration based  
on title copy, right, etc. heretofore  
filing status, or other data are  
being filed to the extent such  
information is available.

Acknowledged June 17, 1960 by James P. Federer, President of 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. (Notarial Seal) Commission expires June 24, 1963.

Acknowledged June 17, 1960 by George A. Rud and Betty E. Rud Husband and wife; William H. Jenkins and Beulah M. Jenkins, Husband and Wife; John R. MacKinnon and Ruth C. MacKinnon, Husband and Wife; Daniel Martin Juchum and Jacqueline C. Juchum, Husband and Wife; Charlie Steve Stone and Irene Victoria Stone, Husband and Wife; Joseph Patrick Perreault and Anita Theresa Perreault, Husband and Wife; Harless O. Puett and Edith I. Puett, Husband and Wife, before Arthur L. Bettis, Notary Public, Laramie County, Wyoming. (Notarial Seal) Commission expires June 24, 1963.  
Homestead rights released in the acknowledgment.  
Said wives apprised of their rights.

Reception No. 902855.

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