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BOOK 717

RECORDED JAN 4, 1962 AT 4:22 PM O'CLOCK  
967721  
DESCRIPTION No. LESTER R. GOPP, Recorder

501

THE STATE OF WYOMING )  
COUNTY OF LARAMIE ) SS.

PIONEER INVESTMENT CORPORATION

TO THE PUBLIC:

DECLARATION OF PROTECTIVE COVENANTS

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

Blocks 25 and 26, Arp Addition, Seventh Filing, Laramie County, Wyoming.

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

1) No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot, 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 lot 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 buildings or building may be moved from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing.

3) No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porches and garages, shall be less than 720 square feet or 600 square feet in a story and one half structure with 900 square feet of finished living area, or 530 square feet in a two-story structure with 900 square feet of finished living area.

4) No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 10 feet to any side street line, and no building shall be located nearer than 5 feet to an interior lot 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 set back line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. In the event that a house is turned on a corner lot to face the side street, the set-back at the front of the lot shall be 25 feet, and the set back line on the side street shall be 25 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided however, that this shall not

Restrictions including a provision  
prohibition of 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)

be construed to permit any portion of a building on a lot to enroach upon another lot.

- 5) No dwelling shall be erected or placed on any lot having a width of less than 52 feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than 5000 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 lot, 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 lot 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 lot.
- 9) No person shall be allowed to keep, breed or raise chickens, turkeys, horses, cows, cattle, sheep or other domestic farm animals on any lot 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 house-hold pets on any lot, providing they are not kept, bred or raised for commercial purposes.
- 10) The architectural control committee is composed of the following persons: James P. Federer, Gayle Dellinger and Walter C. Urbigit, 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 lots 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; the failure of such representative to approve or disapprove any proposed building plans shall not in any way relieve the owners or the builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained herein.
- 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 lots has been recorded, agreeing to change said covenants in whole or in part.

13) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

14) Invalidation of any of these covenants by Judgment or Court Order in no way affects 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 lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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

DATED this 4<sup>th</sup> day of January, 1962

PIONEER INVESTMENT CORPORATION

By James P. Federer  
President



STATE OF WYOMING )  
                          ) SS.  
COUNTY OF LARAMIE)

On this 4<sup>th</sup> day of January, 1962, 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 Pioneer Investment Corporation and that the seal of said corporation is affixed hereto, and that said instrument was signed and sealed on 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.



Given under my hand and notarial seal this 4<sup>th</sup> day of Jan, 1962.

A.G. McClinton  
Notary Public

Commission expires:  
11/8/63

BOOK 717

RECORDED JAN 17 1962 AT 4:24 P.M. O'CLOCK  
RECEPTION No. 968703 LESTER R. GOPP, Records

565

THE STATE OF WYOMING )  
COUNTY OF LARAMIE ) SS.

PIONEER INVESTMENT CORPORATION

TO THE PUBLIC:

DECLARATION OF PROTECTIVE  
COVENANTS

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

Beginning at the East boundary of Ahrens Avenue at the NE corner of Arp Addition, Seventh Filing, running thence South along the East boundary of Ahrens Avenue to the SE corner of Arp Addition, Seventh Filing, running thence East 100 feet to a point and running thence North to a point, which point is 100 feet East of the NE corner of Arp Addition, Seventh Filing, and running thence West to the point of beginning and being a strip of land 100 feet in width on the East side of Ahrens Avenue as said street is platted in Arp Addition, Seventh Filing, being a parcel of land in the West 1/2 of Section 7, Township 13 North, Range 66 West of the 6th P.M., Laramie County, Wyoming.

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

Said land or any lots platted therein shall not be used for any purpose except residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other than one family dwellings not to exceed two stories in height.

Dated this 17 day of January, 1962.

PIONEER INVESTMENT CORPORATION.

By James P. Federer  
President



STATE OF WYOMING )  
COUNTY OF LARAMIE ) SS.

On this 17<sup>th</sup> day of January, 1962, 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 Pioneer Investment Corporation and that the seal of said corporation is affixed hereto,

and that said instrument was signed and sealed on 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.

Given under my hand and notarial seal this 17th day of \_\_\_\_\_, 1962.

Harold Miller  
Notary Public

My commission expires:  
My Commission Expires July 11, 1965