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P. J. Black Lumber Company,  
a Wyoming Corporation

DECLARATION OF PROTECTIVE  
COVENANTS

in re

Dated August 6, 1946

Black's Replat

Recorded August 8, 1946 at  
9:50 A.M.

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

KNOW ALL MEN BY THESE PRESENTS that the P.J. Black Lumber Company, a corporation organized and existing under the laws of the State of Wyoming, with its office and principal place of business in the City of Cheyenne, Laramie County, Wyoming, being the present owner of numerous lots in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Sec. 29, T. 14 N., R. 66 West of the 6th P.M. in the City of Cheyenne, Laramie County, Wyoming, does hereby covenant and agree that all of said lots now owned by it, and more particularly shown on a replat of the afore-described property, and shown on the second filing, are held subject to and with the benefit of all the restrictions, conditions, covenants, charges and agreements contained in the within DECLARATION OF PROTECTIVE COVENANTS, and the said P.J. Black Lumber Company does further covenant and agree that any subsequent grants of any of the said lots now owned by it shall be subject to the following covenants and restrictions:

(1) All lots in the tract shall be known and described as residential lots, except Lots 1, 2, 3, 4 and 5 of Block 3, as more particularly shown on the afore-described re-plat of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Sec. 29, T. 14 N., R. 66 West of the 6th P.M., second filing, in the City of Cheyenne, County of Laramie, Wyoming, which said exceptions shall conform with Zone D "Business" of the zoning ordinance of the City of Cheyenne. No structures shall be erected placed or altered, or permitted to remain on any residential building plot in this subdivision other than one detached single family dwelling not to exceed 1 $\frac{1}{2}$  story in height and a private garage for not more than two cars which may be attached to the dwelling.

(2) No building shall be located on any residential building plot nearer the front lot line than twenty (20) feet, nor nearer than five (5) feet from either side line except that in corner lots no building shall be located nearer than eight (8) feet to any side street line.

(3) No building and garage costing less than Five Thousand Dollars (\$5000) shall be permitted on any lot in the said plat. The Ground floor area of the main structure, exclusive of one story open porches and garage, shall not be less than Six Hundred and Seventy-Two (672) square feet.

~~(4) No person shall be permitted to occupy any lot in this subdivision who is of a different race than that of the owner of the lot.~~

(5) All construction in addition to the restrictions herein enumerated must comply with the zoning ordinance of the City of Cheyenne, laws of the State of Wyoming and the United States of America, so far as the same are applicable. These covenants are to run with the land, and shall be binding on all the parties and all the persons claiming under them until January 1, 1970, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the

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then owners of the lots it is agreed to change the said covenants in whole or in part.

(6) 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 situate in said developments or 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.

(7) 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.

In Witness Whereof, the Corporation has caused its corporate seal to be hereunto affixed, and these present to be signed by its duly authorized officer, this 6th day of August, A.D. 1946.

(Corporate Seal)

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

Acknowledged August 6, 1946 by Norman P. Black, President of P.J. Black Lumber Company, by authority of its Board of Directors before D. Robert Black, Notary Public, Laramie County, Wyoming.  
(Notarial Seal) Commission expires March 15, 1950.

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