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BOOK 411

RECORDED AUG 8 1946 AT 9:50 O'CLOCK P.M.  
RECEPTION NO. 449353 L. R. COFF, Recorder

449

P. J. BLACK LUMBER COMPANY

to  
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS

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 $\frac{1}{2}$  SW $\frac{1}{2}$  of Sec. 29, T. 14 N., R. 66 West of the 6th P.M. in the City of Cheyenne, County of Laramie, Wyoming, does hereby covenant and agree that all of said lots now owned by it, and more particularly shown on a re-plat 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 $\frac{1}{2}$  SW $\frac{1}{2}$  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 persons of any race other than the Caucasian race shall use or occupy any building or any lot except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with any owner or tenant.

(5) All construction in addition to the restrictions herein enumerated must comply with the zoning ordinances 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 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

BOOK 417

451

which shall remain in full force and effect.

IN WITNESS WHEREOF, the Corporation has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer, this 6th day of August, A.D., 1946.

P. J. BLACK LUMBER COMPANY

BY Norman P. Black President



Attest:

Norman P. Black

Secretary

State of Wyoming )  
                          ) ss.  
County of Laramie )

On this 6th day of August, 1946, before me personally appeared Norman P. Black, to me personally known, who, being by me duly sworn, did say that he is the President of the P. J. Black Lumber Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of Directors and said Norman P. Black acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires on the 15th day of March, 1950, A.D., 1950.

Given under my hand and notarial seal this 6th day of August, A.D., 1946.

Norman P. Black  
Notary Public

