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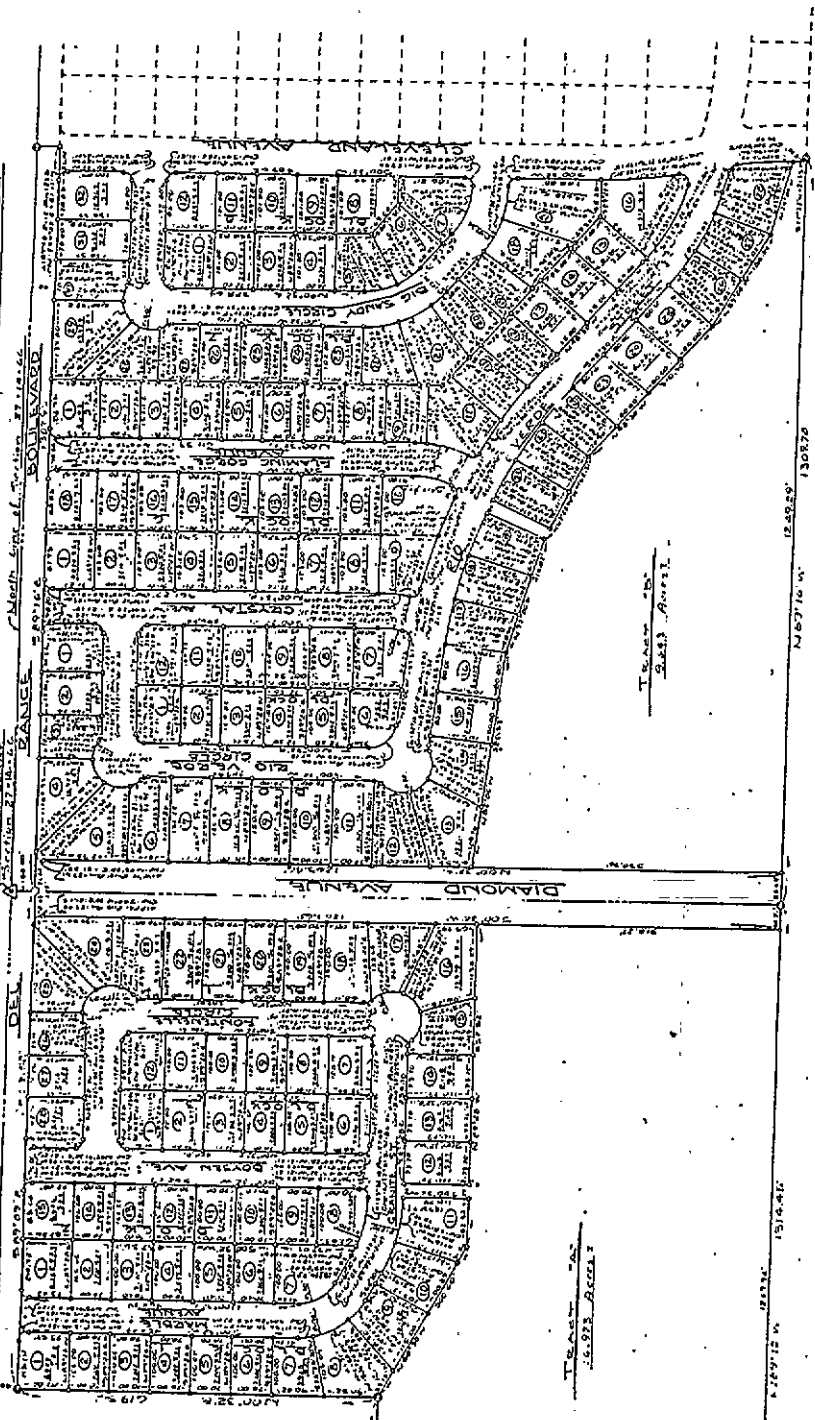
Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.

**PLAT OF THE
EAST LAKEVIEW SUBDIVISION CORRECTED ORIGINAL**

SITUATE IN THE NORTH 1/2 OF SECTIONS 26 AND 27 TOWNSHIP 14 NORTH
RANGE 66 WEST OF THE 6TH P.M. COUNTY OF LARAMIE STATE OF WYOMING

28006

Prepared by
 J. H. ...
 ...
 ...
 ...



Note:
 All streets in subdivision are 66 feet wide
 except Diamond Avenue, which is 100 feet wide.
 All easements shown are to be held in full
 confidence of all parties concerned.

...
 ...
 ...

526

RECORDED APR 13 1973

BOOK 973

RECEPTION NO. 285048

BY 101 PROCLAMANT
JOHN B. HUISMAN, Recorder

DECLARATION OF PROTECTIVE COVENANTS
EAST LAKEVIEW SUBDIVISION
City of Cheyenne
Laramie County, Wyoming

Imperial Homes, Inc.

to

The Public:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Imperial Homes, Inc., a Wyoming Corporation, being the present owners of the East Lakeview Subdivision, an Addition to the City of Cheyenne, Laramie County, Wyoming, do hereby covenant and agree that all of said blocks in said Subdivision and all of said lots in said blocks are held subject to and with the benefit of all the restrictions, conditions, covenants, charges, and agreements contained within the DECLARATION OF PROTECTIVE COVENANTS, and they do further hereby covenant and agree that any subsequent grants of any of the said lots now owned by them shall be subject to covenants and restrictions hereinafter set forth.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes, or no building of any kind shall be moved onto the above tracts. All construction shall be new.

2. ARCHITECTURAL CONTROL. 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 the quality of workmanship and materials, harmony of design with existing structures, and as to location with respect to topography and finish grade elevation.

3. DWELLING COST, QUALITY, AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$15,000.00, based upon cost levels prevailing at the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum dwelling size. The ground floor areas of the main structures are as follows: one story dwelling not less than 864 sq. ft.; one and one-half story dwelling, not less than 560 sq. ft.; and for a two-story dwelling, not less than 700 sq. ft.

4. BUILDING LOCATION. 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. No building shall be located nearer than 3 feet to an interior lot line with a minimum total of both side yards of 10 feet. Accessory buildings shall be built no closer than 6 feet from all property lines and no closer than 10 feet from any other building. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes 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 lot to encroach upon another lot. In the event a house is turned on a corner lot to face the side street, the setback line at the front of the lot shall be 25 feet and the setback line on the side street shall be 25 feet.

Restrictions indicating a preference
of discrimination, based
on race, color, religion, sex, handicap,
ancestry, national origin, or marital status,
hereby elected to the extent such
provisions violate 42 USC 3604(c)

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.
6. NUISANCE. No obnoxious, offensive, or commercial activity shall be carried on upon any lot within the subdivision.
7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, except for a lumber shed, shop, office building and one trailer house during construction period.
8. OIL AND MINING OPERATIONS. 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.
9. FENCES. Yard fences may extend only from the rear of any lot to the front or side setback line, and there shall be no front yard fencing, walls or hedges.
10. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes.
11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash container may be placed in a yard nearer to the street than the minimum front building setback line, except on the day designated by the City of Cheyenne for garbage collection. However, underground covered garbage containers may be placed ahead of the minimum building setback line.
12. SIGNS. No signs of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than 5 square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.
13. EASEMENTS. Easements for installation and maintenance of utility and drainage facilities are reserved, along the rear of all lots and along the side of certain lots, as shown on the recorded plat as easements.
14. MEMBERSHIP. The architectural control committee is composed of Raymond L. Woods, Robert J. Rohn, and Eleanor Mahlum of Cheyenne, Wyoming. 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 of the committee shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded 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 the withdrawal from the committee or to restore to it any of its powers and duties.
15. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days any proposed building plan after plans and specifications have been submitted to it, the failure of such representative to approve or disapprove any proposed building plan shall not in any way relieve the owner or the builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained herein.

16. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them from a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

17. ENFORCEMENT. 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 damage.

18. SEVERABILITY. In validation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Signed: Imperial Homes, Inc.

(Corporate Seal)

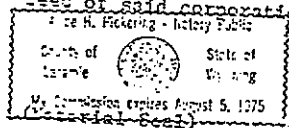
By: Robert J. Rohn
Robert J. Rohn, Vice President



Kenneth R. Mahlum
Secretary

THE STATE OF WYOMING)
COUNTY OF LARAMIE)

On this 27th day of December, 1972 before me personally appeared Robert J. Rohn, to me know, who, being by me duly sworn, did say that he is Vice President of Imperial Homes, Inc. and that said instrument was signed and sealed in behalf of said Imperial Homes, Inc., by authority of its Board of Directors and said Robert J. Rohn acknowledged said instrument to be the free act and deed of said corporation.



Alice D. Channing

My commission expires: _____

RECORDED MAY 21 1976 2 29 O'CLOCK P.M.
387349
Reception No. JANET C. WHITEHEAD, Recorder

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)

AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
EAST LAKEVIEW SUBDIVISION
City of Cheyenne
Laramie County, Wyoming

Imperial Homes, Inc.
to
The Public:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Imperial Homes, Inc., a Wyoming corporation, being the present owner of the lands hereinafter described in East Lakeview Subdivision, an Addition to the City of Cheyenne, Laramie County, Wyoming, does hereby covenant and agree for an amendment and change of the Declaration of Protective Covenants previously filed herein in Book 973, page 526, and does hereby restate the Declaration of Protective Covenants:

- Lots 7, 8, 9, 13, 15, 17, 18, 19, 20, and 21 in Block 12;
- Lots 1 through 16 in Block 12;
- Lots 1 through 33 in Block 14;
- Lots 1 through 34 in Block 15;
- Lots 1 through 16 in Block 16;
- Lots 1 through 7 in Block 17.

AMENDED PARAGRAPH 3:

DWELLING COST, QUALITY, AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$24,000, based upon cost levels prevailing at the date these amended covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these amended covenants are recorded at the minimum cost stated herein for the minimum dwelling size. The ground floor areas of the main structures are as follows: one-story dwelling not less than 700 sq. ft.; one and one-half story dwelling, not less than 560 sq. ft.; and for a two-story dwelling, not less than 520 sq. ft.

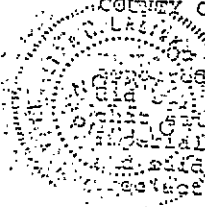
Witnessed this 20th day of May, 1976.



Conrad J. Prich Schick
Vice Secretary

Imperial Homes, Inc.
By [Signature]
Vice President

STATE OF WYOMING)
COUNTY OF LARAMIE) ss.



On this 20th day of May, 1976, before me personally appeared Robert J. Rohn, to me known, who, being by me duly sworn, said that he is Vice President of Imperial Homes, Inc., and said instrument was signed and sealed in behalf of said Imperial Homes, Inc., by authority of its Board of Directors, and said Robert J. Rohn acknowledged said instrument to be the act and deed of said corporation.

[Signature]
Notary Public

BOOK 1067 Commission expires 18, 1976