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in re

Dated April 5, 1950

Eastridge Addition, 2nd Filing, to the City of Cheyenne, Laramie County, Wyoming.

Recorded April 7, 1950, at 10:10 A

Restrictions indicating a preference, limitation or 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).

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Joseph M. Carey and Elizabeth W. Carey, husband and wife; Sarah Carey Weber and Walter Weber, wife and husband; Elizabeth Carey Brewster and Willits A. Brewster, wife and husband; Louise Carey Bon and Francis J. Bon, wife and husband; and, Charles D. Carey, single man, being the present owners in fee of Eastridge Second Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming, do hereby covenant and agree that all of said Addition and all lots therein 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 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 the covenants and restrictions hereinafter set forth.

Said Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1978, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

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 situated in said development 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 due for such violation.

1. 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.

A. All lots in the tract shall be known as residential lots, No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than two cars, or ash pit or incinerator, and one implement building incidental to residential use of the lot.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by a committee composed of Joseph M. Carey, Elizabeth Carey Brewster and Allen A. Pearson, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in an event, if no suit to enjoin the erection of such building or the making of such

alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1960. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee...

C. No building shall be located on any residential building plot nearer than twenty-five feet to the front lot line, nor nearer than twelve feet to any side street line. No building, except a detached garage or other outbuilding located sixty feet or more from the front lot line, shall be located nearer than five feet to any side lot line. No part of an ash pit or incinerator shall be more than ten feet from an alley nor within forty feet of a street or road line. No residence or attached appurtenance shall be erected on any lot farther than forty feet from the front lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8,000 square feet or a width of less than 50 feet at the front building setback line, and no more than one residential structure shall be erected on any one lot as shown and defined by the Official plat of said Eastridge, an addition to the City of Cheyenne, now on file and of record in the office of the County Clerk and Ex-officio Register of Deeds of Laramie County, Wyoming.

E. No trade or profession shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. No trailer, basement, tent, shack, garage, barn or other building erected in the tract 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.

G. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 780 square feet in the case of a one-story structure nor less than 650 square feet in the case of a one and one-half, two or two and one-half story structure.

H. All curbing and gutter shall be according to City of Cheyenne specification construction; all sidewalks, other than those leading to or about a residence, shall join the curb and be not less than forty-two inches wide.

Dated this 5th day of April, 1950.

Signed, Sealed and Delivered in the Presence of:

Allen A. Pearson

Joseph M. Carey

Elizabeth W. Carey

Allen A. Pearson

Sarah Carey Weber by Joseph M. Carey, Attorney in Fact  
Walter Weber by Joseph M. Carey, Attorney in Fact

Allen A. Pearson

Elizabeth Carey Brewster

Allen A. Pearson

Willits A. Brewster

Allen A. Pearson

Louise Carey Bon

Allen A. Pearson

Francis J. Ban

By Louis Carey Bon

Charles J. Carey

STATE OF WYOMING )  
                          ) SS  
COUNTY OF LARAMIE )

On this 5th day of April, 1950, before me personally appeared Joseph M. Carey and Elizabeth W. Carey, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the uses and purposes therein set forth.

My Commission expires on the 2nd day of August, 1953.

Given under my hand and notarial seal this 5th day of April, 1950.

(Notarial Seal)

Allen A. Pearson  
Notary Public

STATE OF WYOMING )  
                          ) SS  
COUNTY OF LARAMIE )

On this 5th day of April, 1950, before me personally appeared Elizabeth Carey Brewster and Willits A. Brewster, wife and husband, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the uses and purposes therein set forth.

My Commission expires on the 2nd day of August 1953.

Given under my hand and notarial seal this 5th day of April, 1950

(Notarial Seal)

Allen A. Pearson  
Notary Public

STATE OF WYOMING )  
                          ) SS  
COUNTY OF LARAMIE )

On this 5th day of April, 1950, before me personall appeared Charles D. Carey, a single man, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the uses and purposes therein set forth.

My Commission expires on the 2nd day of August, 1953.

Given under my hand and notarial seal this 5th day of April, 1950.

(Notarial Seal)

Allen A. Pearson

STATE OF WYOMING )  
                          )SS  
COUNTY OF LARAMIE)

On this 5th day of April, 1950, before me personally appeared Joseph M. Carey, Attorney-in-fact for Sarah Carey Weber and Walter Weber, wife and husband, to me known to be the person describe in and who executed the foregoing instrument and to known to be the Attorney-in-fact for the above-described persons, and acknowledged that he executed the ames as his free act and deed for the benefit of said persons for the uses and propuses therein set forth.

My Commission expires on the 2nd day of August, 1953.

Given under my hand and notarial seal this 5th day of April, 1950.

(Notarial Seal)

Allen A. Pearson  
Notary Public

STATE OF WYOMING )  
                          )SS  
COUNTY OF LARAMIE)

On this 5th day of April, 1950, before me personally appeared Louise Carey Bon, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed for the uses and purposes therein set forth.

My Commission expires on the 2nd day of August, 1953.

Given under my hand and notarial seal this 5th day of April, 1950.

(Notarial Seal)

Allen A. Pearson  
Notary Public

STATE OF WYOMING )  
                          )SS  
COUNTY OF LARAMIE)

On this 5th. day of April, 1950, before me personall appeared Louise Carey Bon, Attorney-in-fact for Francis J. Bon, to me known to be the person described in and who executed the foregoing instrument and to me known to be the attorney-in-fact for the above described person, and acknowledged that she executed the same as her free act and deed for the benefit of said person for the uses and purposes therein set forth.

My Commission expires on the 2nd day of August, 1953.

Given under my hand and notarial seal this 5th day of April, 1950.

(Notarial Seal)

Allen A. Pearson  
Notary Public

Allen A. Pearson

Elizabeth Carey Brewster

Allen A. Pearson

Willits A. Brewster

Allen A. Pearson

Louise Carey Bon

Allen A. Pearson

Francis J. Ban

By Louis Carey Bon

Charles J. Carey

STATE OF WYOMING )  
                          ) SS  
COUNTY OF LARAMIE )

On this 5th day of April, 1950, before me personally appeared Joseph M. Carey and Elizabeth W. Carey, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the uses and purposes therein set forth.

My Commission expires on the 2nd day of August, 1953.

Given under my hand and notarial seal this 5th day of April, 1950.

(Notarial Seal) Allen A. Pearson  
Notary Public

STATE OF WYOMING )  
                          ) SS  
COUNTY OF LARAMIE )

On this 5th day of April, 1950, before me personally appeared Elizabeth Carey Brewster and Willits A. Brewster, wife and husband, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the uses and purposes therein set forth.

My Commission expires on the 2nd day of August 1953.

Given under my hand and notarial seal this 5th day of April, 1950

(Notarial Seal) Allen A. Pearson  
Notary Public

STATE OF WYOMING )  
                          ) SS  
COUNTY OF LARAMIE )

On this 5th day of April, 1950, before me personall appeared Charles D. Carey, a single man, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the uses and purposes therein set forth.

My Commission expires on the 2nd day of August, 1953.

Given under my hand and notarial seal this 5th day of April, 1950.

(Notarial Seal) Allen A. Pearson