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DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Joseph M. Carey, a single man; Sarah Carey Weber and Walter Weber, wife and husband; Elizabeth Carey Brewster and William A. Brewster, wife and husband; Louise Carey Bon and Francis J. Bon, wife and husband; and, Charles D. Carey, a single man, being the present owners in fee of EASTRIDGE Third 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, 1980, 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 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 dues for such violation.

Invalidation of any one of these Covenants by judgement 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, except Blocks 19, 20, 21 and 27, hereinafter referred to and otherwise restricted, shall be known as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building lot other than one detached single-family dwelling not to exceed two and one-half stories in height, with additional restrictions and requirements as to specified blocks as hereinafter set forth.

B. No building shall be erected, place, or altered on any residential 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, Charles D. Carey 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 any 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 designated representative shall be entitled to any compensation for 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, 1975. 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 on a residential plot, 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. The front of any residence shall be no farther than forty feet from the front lot line.

Restrictions indicating a preference,
irritation or discrimination based
on race, color, religion, sex, handicap,
familial status, or national origin are
void as to the extent such
restrictions violate 42 USC 3604(f).

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8,000.00 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, Third Filing, 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, provided, however, that residential structures having one full lot may, in addition, occupy a fractional part, or all, of an adjoining lot.

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

F. No trailer, basement, tent, shack, garage barn or other outbuilding 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. No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

H. No main residential structure shall be permitted on any building site covered by these covenants, except as follows:

1. In Blocks 7, 8, 9, 10, 11, Lots 1 to 11, inclusive, and Lot 32 in Block 6, Lot 1 in Block 5, Lots 20 to 28, inclusive, and Lot 1 in Block 13 and Lots 1 to 5, inclusive in Block 12, the habitable floor area, exclusive of basements, porches and garages, shall be not less than 1200 square feet in the case of a one story structure and not less than 800 square feet in the case of a one and one-half, two or two and one-half story structure.

2. In Lots 12 to 31, inclusive, of Block 6, all of Block 5, except Lot 1; Lots 6 to 14, inclusive, in Block 12; Lots 2 to 19, inclusive, in Block 13; and all of Blocks 14, 15, 16, 17 and 18, the habitable floor area, exclusive of basements, porches and garages, shall be not less than 850 square feet in the case of a one story structure and not less than 650 square feet in the case of a one and one-half, two and two and one-half story structure; PROVIDED, HOWEVER, that if the option to purchase heretofore given by the present owners as to 45 of the lots in this Paragraph 2 described, to James F. Powers, T. W. Powers, A. K. Morley and A. K. Morley, Jr., under option agreement dated March 17, 1950, and expiring March 17, 1951, shall be exercised as to said 45 lots hereinafter enumerated within the time provided, then and in that event only the habitable floor area, exclusive of basements, porches and garages, as to such 45 lots only, shall not less than 780 square feet in the case of a one story structure, said lots being 15 through 32, Block 5, and Lots 1 through 27, Block 17.

3. In Lots 15 to 31, inclusive, of Block 12, and all of Blocks 22, 23, 24, 25 and 26, the habitable floor area, exclusive of basements, porches and garages, shall be not less than 600 square feet in the case of a one story structure and not less than 650 square feet in the case of a one and one-half, two or two and one-half story structure.

I. No buildings other than those erected by Laramie County School District No. 1 or its successor for schools for the instruction of pupils and recreational facilities in connection with such schools shall be erected on any part of Block 19, except that should the said Block 19 revert to the grantors under the conditions set forth in the deed by which said block is to be conveyed to said School District said block may then be used for such purposes as may be then designated by the reversion owners.

J. Blocks 20, 21 and 27 shall be known and described as business building sites. Said blocks and the lots therein shall be used, and occupied only for business purposes and only for such businesses as may be designated and approved in writing by the committee referred to and appointed in Section B hereof. No buildings shall be erected upon any of the lots in said blocks unless they are first approved in writing by said committee or its designated representative and shall be restricted as to size, height, architectural design, color, use as to the type and scope of business engaged in, hours of business and any and all other matters relating to or bearing upon the best interests of a majority of the property owners and users of said addition. Said committee may in its discretion, permit the erection of buildings and their use for residential purposes either as one or multiple housing units on any of the lots in said block, but no building therein shall be occupied exclusively or incidentally for residence purposes without the written consent of said committee or its authorized representative.

K. The front lot line of Lots 5 to 13, inclusive, in Block 9, shall be on Foxcroft Road and all houses constructed on said lots shall face Foxcroft Road; the front lot line of Lot 1 in Block 9, all of Block 10 and Lots 1 to 5, inclusive, in Block 12, shall be that adjoining Cheshire Drive and all houses built therein shall face Cheshire Drive. No part of an ash pit or incinerator shall be further than 10 feet from Converse on Lots 5 to 13, inclusive, of Block 9, and more than 10 feet from the alley on the north line of the lots in Block 10 and Lots 1 to 5, inclusive, in Block 12.

L. 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 26 day of December, 1950.

Signed, Sealed and Delivered
in the Presence of:

/s/ Pauline E. Connelly

/s/ Joseph M. Carey

SARAH CAREY WEBER AND
WALTER WEBER,

/s/ Pauline E. Connelly

/s/ Joseph M. Carey
Attorney in Fact

/s/ Pauline E. Connelly

/s/ Elizabeth Carey Brewster

/s/ William A. Brewster

/s/ Pauline E. Connelly

LOUISE CAREY BON AND
FRANCIS J. BON

/s/ Charles D. Carey
Attorney in Fact

/s/ Pauline E. Connelly

/s/ Charles D. Carey

STATE OF WYOMING)ss
COUNTY OF LARAMIE)

On this 26 day of December, 1950, before me personally Joseph M. Carey, a single man; Elizabeth Carey Brewster and William A. Brewster, wife and husband and Charles D. Carey, a single man; to me known to be the persons described in who executed the foregoing instrument, and acknowledged that they executed the same as their free, act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her rights and the effect of signing and acknowledging the said instrument.

My commission expires on the 27 day of April, 1954.

Given under my hand and Notarial seal this 26 day of December, 1950.

S E A L

/s/ Pauline E. Connelly
Notary Public

STATE OF WYOMING)
COUNTY OF LARAMIE)

On this 26 day of December, 1950, before me personally appeared Charles D. Carey, to me known to be the person who executed the foregoing instrument in behalf of Louise Carey Bon and Francis J. Bon, and acknowledged that he executed the same as the free act and deed of Louise Carey Bon and Francis J. Bon.

My commission expires on the 27 day of April, 1954.

Given under my hand and Notarial seal this 26 day of December, 1950.

S E A L

/s/ Pauline E. Connelly
Notary Public

STATE OF WYOMING)
COUNTY OF LARAMIE)

On this 26 day of December, 1950, before me personally appeared Joseph M. Carey, to me known to be the person who executed the foregoing instrument in behalf of Sarah Carey Weber and Walter Weber, and acknowledged that he executed the same as the free act and deed of Sarah Carey Weber and Walter Weber.

My commission expires on the 27 day of April, 1954.

Given under my hand and Notarial seal this 26 day of December, 1950.

S E A L

/s/ Pauline E. Connelly
Notary Public

***** ***** ***** ***** ***** ***** ***** *****

Joseph M. Carey, et al
in re

Eastridge Addition,
Third Filing.

* * * * *

SUBSTITUTED DECLARATION
OF PROTECTIVE COVENANTS

Dated December 28, 1951

Recorded Jan. 7, 1952 at
11:05 A.M.

WHEREAS, on December 26, 1950, the undersigned, Joseph M. Carey and Genevieve B. Carey, husband and wife, Sarah Carey Weber and Walter Weber, wife and husband, Elizabeth Carey Brewster and Willits A. Brewster, wife and husband, and Louise Carey Bon and Francis J. Bon, wife and husband, and Charles D. Carey, a single man, were the owners of all the lots and blocks constituting Eastridge Third Filing, an Addition to the City of Cheyenne Laramie County, Wyoming, which said Declaration of Protective Covenants was duly filed with the County Clerk of Laramie County and Ex-officio Register of Deeds for said County on the 26th day of December, 1950, at 12:20 P.M., and now appears of record in Book 494 at Pages 155-159 of the Books and Records of said County Clerk of Laramie County, Wyoming; and,

WHEREAS, it is desired to withdraw, cancel and rescind said Protective Covenants and file Substituted Declaration of Protective Covenants in their place and stead, and the undersigned at all times since the execution and filing of said Declaration of Protective Covenants have been and now are the sole owners of all the lots and blocks constituting the said Eastridge, Third Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming:

NOW, THEREFORE, the said Declaration of Protective Covenants are hereby withdrawn, cancelled and rescinded, and the following Substituted Declaration of Protective Covenants are hereby established in their place and stead, substituted therefor and declared to be in full force and effect from and after the date hereof;

SUBSTITUTED DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Joseph M. Carey and Genevieve B. 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, a single

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Restrictions including a preference,
Statement of distribution based
on race, color, sex or religion,
racial covenants, or other such
hereby deleted in accordance with
restrictions under 41 C.S. 2-103(c).

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 designated representative shall be entitled to any compensation for services performed pursuant to this Covenants. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1975. Thereafter the approval described in this Covenant shall not be required unless, prior to said date an 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 on a residential plot, 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. The front of any residence shall be no farther than forth feet from the front lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has a width of less than fifty (50) feet at the front building setback line, and if said plot is on the corner of two intersecting streets, the front shall be the portion facing the street on which the contiguous lots of the block face.

E. No trade or profession shall be carried on upon any residential 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 outbuilding 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. No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

H. No main residential structure shall be permitted on any building site covered by these covenants, except as follows:

1. In Blocks 7, 8, 9, 10, 11, Lots 1 to 11, inclusive, and Lot 32 in Block 7, Lot 1 in Block 5, Lots 20 to 28, inclusive, and Lot 1 in Block 13 and Lots 1 to 5, inclusive, in Block 12, the habitable floor area, exclusive of basements, porches and garages, shall not be less than 1200 square feet in the case of a one story structure and not less than 800 square feet in the case of a one and one-half, two or two and one-half story structure. At least sixty percent (60%) of the exterior surface of each house and other structures constructed thereon must be finished in brick, brick veneer or natural stone, and of no other material or any substitute therefor.

2. In Lots 12 to 31, inclusive of Block 6, and Lots 2 to 21, inclusive, of Block 5, the habitable floor area, exclusive of basements, porches and garages, shall be not less than 1,000 square feet in the case of a one story structure and not less than 700 square feet in the case of a one and one-half, two or two and one-half story structure.

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3. In Lots 22 to 44, inclusive, of Block 5; Lots 6 to 14 inclusive, in Block 12; Lots 2 to 19, inclusive, in Block 13; and all of Blocks 14, 15, 16 and 17, the habitable floor area, exclusive of basements, porches and garages, shall be not less than 850 square feet in the case of a one story structure and not less than 650 square feet in the case of a one and one-half, two or two and one-half story structure.

4. In Lots 15 to 31, inclusive, of Block 12, and all of Blocks 22, 23, 24, 25 and 26, the habitable floor area, exclusive of basements, porches and garages, shall be not less than 800 square feet in the case of a one story structure and not less than 650 square feet in the case of a one and one-half, two or two and one-half story structure.

I. No buildings other than those erected by Laramie County School District No. 1 or its successor for schools for the instruction of pupils and recreational facilities in connection with such schools shall be erected on any part of Block 19, except that should the said Block 19 revert to the grantors under the conditions set forth in the deed by which said block is to be conveyed to said school district said block may then be used for such purposes as may be then designated by the reversion owners.

J. Blocks 20, 21 and 27 shall be known and described as business building sites. Said blocks and the lots therein shall be used, and occupied only for business purposes and only for such businesses as may be designated and approved in writing by the committee referred to and appointed in Section B hereof. No buildings shall be erected upon any of the lots in said blocks unless they are first approved in writing by said committee or its designated representative and shall be restricted as to size, height, architectural design, color, use as to the type and scope of business engaged in, hours of business and any and all other matters relating to or bearing upon the best interests of a majority of the property owners and users of said addition. Said committee may, in its discretion, permit the erection of buildings and their use for residential purposes either as one or multiple housing units on any of the lots in said blocks, but no building therein shall be occupied exclusively or incidently for residence purposes without the written consent of said committee or its authorized representative. Block 18 shall be known and described as a multiple housing unit block. Multiple housing units to accommodate a maximum of four families and not exceed two stories in height may be erected on any of the lots in said block, PROVIDED, THAT, approval as specified for residential buildings in Paragraph B hereof is first obtained from the committee referred to therein.

K. The front lot line of Lots 5 to 13, inclusive, in Block 9, shall be on Foxcroft Road and all houses constructed on said lots shall face Foxcroft Road; the front lot line of Lot 1 in Block 9, all of Block 10 and Lots 1 to 5, inclusive, in Block 12, shall be that adjoining Cheshire Drive and all houses built therein shall face Cheshire Drive. No part of an ash pit or incinerator shall be further than 10 feet from Converse on Lots 5 to 13, inclusive, of Block 9, and more than 10 feet from the alley on the north of the lots in Block 10 and Lots 1 to 5, inclusive, in Block 12.

man, being the present owners in fee of Eastridge Third 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 with in SUBSTITUTED 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 covenant 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, 1980, 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 the committee named in Paragraph B hereof, or 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 dues for such violation.

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, except Blocks 18, 19, 20, 21 and 27, hereinafter referred to and otherwise restricted, 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, with additional restrictions and requirements as to specified blocks as hereinafter set forth. PROVIDED, HOWEVER, that the signers of these covenants who are then the owners thereof may by deed, or the committee named in Paragraph B hereof, or its successor or successors, and only said committee, may thereafter permit the use of any lot or lots in this subdivision for church, governmental, fraternal or charitable purposes, and the erection thereon of approved buildings for use in connection therewith.

B. No building shall be erected, placed, or altered on any residential 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 Charles D. Carey 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 any event, if no suit to

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L. 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 28 day of December, 1951.

Two Witnesses

Signed: Joseph M. Carey
Genevieve B. Carey
Sarah Carey Weber and
Walter Weber, by: Joseph
M. Carey, Attorney in Fact
Elizabeth Carey Brewster
Willits A. Brewster
Louise Carey Bon and
Francis J. Bon, By:
Charles D. Carey,
Attorney-in-Fact
Charles D. Carey

Acknowledged December 28, 1951, by Joseph M. Carey and Genevieve B. Carey, husband and wife, before Pauline E. Connelly, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires April 7, 1954.

Acknowledged December 28, 1951 by Joseph M. Carey, Attorney-in-Fact for Sarah Carey Weber and Walter Weber, wife and husband, before Pauline E. Connelly, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires April 7, 1954.

Acknowledged December 28, 1951, by Elizabeth Carey Brewster and Willits A. Brewster, wife and husband, before Allen A. Pearson, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires August 2, 1953.

Acknowledged December 28, 1951, by Charles D. Carey, Attorney in-fact for Louise Carey Bon and Francis J. Bon, wife and husband, before Allen A. Pearson, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires August 2, 1953.

Acknowledged December 28, 1951, by Charles D. Carey, a single man, before Allen A. Pearson, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires August 2, 1953.

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