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 Willis 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 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 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 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, one ask 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

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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, 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-two feet to the front lot line, nor nearer than twenty-two 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, except as provided in paragraph J. 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.

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 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. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet in the case of a one-story structure nor less than 700 square feet in the case of a one and one-half, two, or two and one-half story structure, except the ground floor area of the main structure upon Lots 22 to 31 inclusive in Block 1, exclusive of one-story open porches and garages, shall be not less than 850 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.

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I. All curbing and gutter shall be roll curb and gutter construction; all sidewalks, other than those leading to or about a residence, shall join the curb and be not less than thirty-eight inches wide.

J. The front lot line of Lots 1 to 13 inclusive in Block 1 shall be that adjoining Foxcroft Road, and all residences placed upon one or more of said lots shall face upon said road, and no part of an ash pit or incinerator shall be more than 10 feet from Converse Road nor within 40 feet of any other street or road.

Dated this 2nd day of March, 1949.

Three Witnesses Signed: Joseph M. Carey
Elizabeth W. Carey
Sarah Carey Weber, by Joseph M. Carey, Attorney-in-fact
Elizabeth Carey Brewster
Willits A. Brewster
Louise Carey Bon
Francis J. Bon
Carles D. Carey


WHEREAS, on February 12, 1949, February 15, 1959, and March 2, 1949, 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, a single man, were the owners of all of the lots and blocks constituting Eastridge, an Addition to the City of Cheyenne, Laramie County, Wyoming; and

WHEREAS, on said dates above mentioned the undersigned duly executed a Declaration of Protective Covenants covering said Eastridge, 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 of said County on the 4th day of March, 1949, at 3:55 P.M., and now appears of record in Book 460 at Page 606 of the Books and Records of said County Clerk of Laramie County, Wyoming; and

WHEREAS, Section G of said Declaration of Protective Covenants provides as follows:

"G. The ground floor area of the main structure exclusive of one-story open porches and garages, shall be not less than 1200 square feet in the case of a one-story structure nor less than 700 square feet in the case of one and one-half, two, or two and one-half story structure, except the ground floor area of the main structure upon Lots 22 to 31 inclusive in Block 1, exclusive of one-story open porches and garages, shall be not less than 850 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." and

WHEREAS, it is desired to amend said paragraph by striking therefrom the figure "1200" and inserting in lieu thereof the figure "1000"; and

WHEREAS, 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, an Addition to the City of Cheyenne, Laramie County, Wyoming,

NOW THEREFORE, the said Section G of said Declaration of Protective Covenants is hereby amended to read as follows:

"G. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet in the case of a one-story structure nor less than 700 square feet in the case of a one and one-half, two, or two and one-half story structure, except the ground floor area of the main structure upon Lots 22 to 31, inclusive, in Block 1, exclusive of one-story open porches and garages, shall be not less than 850 square feet in the case of a one-story structure nor less than 650 square feet

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in the case of a one-and one-half, two, or two and one-half story structure."

Four Witnesses

Signed:  
Joseph M. Carey  
Sarah Carey Weber  
by Joseph M. Carey, Attorney in fact.  
Walter C. Weber  
By Joseph M. Carey, Attorney in fact  
Elizabeth W. Carey  
Elizabeth Carey Brewster  
Willits A. Brewster  
Louise Carey Bon  
Francis J. Bon  
Charles D. Carey

Acknowledged April 26, 1949 by Joseph M. Carey and Elizabeth W. Carey, husband and wife, before Pauline E. Connelly, Notary Public, Laramie County, Wyoming. (Notarial Seal)
Commission expires April 7, 1950.


Acknowledged April 27, 1949 by Elizabeth Carey Brewster and Willits A. Brewster, wife and husband, before Mae Townsend, a Notary Public, Laramie County, Wyoming. (Notarial Seal) Commission expires December 15, 1950.


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WHEREAS, on February 12, 1949, February 15, 1949 and March 2, 1949, 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, a single man, were the owners of all the lots and blocks constituting Eastridge, an addition to the City of Cheyenne, Laramie County, Wyoming; and

WHEREAS, on said dates above mentioned the undersigned duly executed a Declaration of Protective Covenants covering said Eastridge, 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 4th day of March, 1949, at 3:55 P.M., and now appears of record in Book 460 at Page 606 of the Books and Records of said County Clerk of Laramie County, Wyoming; and

WHEREAS, Section I of said Declaration of Protective Covenants provides as follows:

"I. All curbing and gutter shall be roll curb and gutter construction; all sidewalks, other than those leading to or about a residence, shall join the curb and be not less than thirty-eight inches wide." and WHEREAS, it is desired to amend said paragraph, 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, an addition to the City of Cheyenne, Laramie County, Wyoming.

NOW THEREFORE, the said Section I of said Declaration of Protective Covenants is hereby amended to read as follows:

"I. 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."


* * * * * * * *
WHEREAS, on February 12, 1949, February 15, 1959, and March 2, 1949, 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, a single man, were the owners of all the lots and blocks constituting Eastridge, an Addition to the City of Cheyenne, Laramie County, Wyoming; and on April 26, 1949, by an instrument duly filed with the County Clerk of Laramie County and Ex-Officio Register of Deeds for said County on June 1, 1949, and recorded at Page 328 of Book 466 of the records of said County Clerk, the undersigned amended Section G of said Declaration of Protective Covenants; and

WHEREAS, on said dates above mentioned the undersigned duly executed a Declaration of Protective Covenants covering said Eastridge, 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 4th day of March, 1949, at 3:55 P.M., and now appears of record in Book 460 at Page 606 of the Books and Records of said County Clerk of Laramie County, Wyoming; and

WHEREAS, Section D. of said Declaration of Protective Covenants provides as follows:

"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

WHEREAS, Section G of said Declaration of Protective Covenants, as amended, provides as follows:

"G. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet in the case of a one-story structure nor less than 700 square feet in the case of a one and one-half, two, or two and one-half story structure, except the ground floor area of the main structure upon Lots 22 to 31, inclusive, in Block 1, exclusive of one-story open porches and garages, shall be not less than 850 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."

and

WHEREAS, it is desired to amend said paragraphs, and the undersigned at all times since the execution and filing of said Declaration of Protective Covenants and amendment have been and

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now are the sole owners of all the lots and blocks constituting the said Eastridge, an addition to the City of Cheyenne, Laramie County, Wyoming,

NOW THEREFORE, the said Section D of said Declaration of Protective Covenants is hereby amended to read as follows:

"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."

and,

Section G of said Declaration of Protective Covenants, as amended, is hereby amended to read as follows:

"G. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet in the case of a one-story structure nor less than 700 square feet in the case of a one and one-half, two or two and one-half story structure, except the ground floor area of the main structure upon Lots 10 to 31, inclusive, of Block 1, Lots 10 to 13, inclusive, of Block 2 and Lots 10 to 12, inclusive, of Block 3, 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 and except the ground floor area of the main structure upon Lots 7, 8 and 9 in Block 1, Lots 6 to 9, inclusive, and 14 to 17, inclusive, in Block 2 and Lots 4 to 9, inclusive, and 13 to 18, inclusive, in Block 3, exclusive of one-story open porches and garages, shall be not less than 850 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."

One Witness

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

Commission expires August 2, 1953.

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Acknowledged March 15, 1950 by Joseph M. Carey, Attorney in
Fact for Sarah Carey Weber and Walter Weber, wife and husband, be-
fore Allen A. Pearson, a Notary Public in Laramie County, Wyoming. 
(Notarial Seal) Commission expires August 2, 1953.

Acknowledged March 15, 1950 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 March 15, 1950 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, Wyo-
mimg. (Notarial Seal) Commission expires August 2, 1953.

* * * * * * *

* * * * * *
WILL PERKINS
Joseph M. Carey, et al
in re
Eastridge, an Addition
to the City of Cheyenne.

AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS

Dated March 20, 1950
Recorded March 22, 1950
at 11:05 A.M.

WHEREAS, on February 12, 1949, February 15, 1959, and March 2, 1949, the undersigned, JOSEPH M. CAREY and ELIZABETH W. CAREY, hus-
band 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 man, were the owners of all the lots and blocks
constituting Eastridge, an Addition to the City of Cheyenne, Laramie
County, Wyoming; and

WHEREAS, on said dates above mentioned the undersigned duly
executed a Declaration of Protective Covenants covering said East-
ridge, 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 4th day of March, 1949, at 3:55 P.M. and now
appears of record in Book 460 at Page 606 of the Books and Records
of said County Clerk of Laramie County, Wyoming; and

WHEREAS, Section C of said Declaration of Protective Covenants
provides as follows:

"C. No building be located on any residential building
plot nearer than twenty-two feet to the front lot line,
nor nearer than twenty-two 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 forth feet of a street
or road line, except as provided in Paragraph J. No re-
sidence or attached appurtenance shall be erected on any
lot farther than forty feet from the front lot line."

and,

WHEREAS, it is desired to amend said paragraph, and the under-
signed at all times since the execution and filing of said Declara-
tion of Protective Covenants have been and now are the sole owners
of all the lots and blocks constituting the said Eastridge, an addi-
tion to the City of Cheyenne, Laramie County, Wyoming.

NOW, THEREFORE, the said Section C of said Declaration of Pro-
ective Covenants is hereby amended to read as follows:

"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, except as provided
in Paragraph J. No residence or attached appurtenance
shall be erected on any lot farther than forth feet from
the front lot line."

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[Restrictions relating to preference, limitation or elimination based on race, color, religion, sex, handicap, familial status or national origin are hereby denied to the extent such restrictions violate 42 USC 3604(c).]