



First American Title™

These documents are provided by First American Title as a courtesy to you. Should you have any questions regarding these documents, please contact your Realtor or a Real Estate Attorney.

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.

Restrictions indicating a prohibition or discrimination based on race, color, religion, sex, marital status, or national origin hereby deleted to the extent such restrictions violate 42 USC, §1982(c).

THE STATE OF WYOMING)
) SS.
 COUNTY OF LARAMIE)

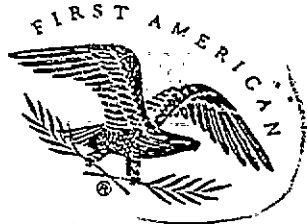
GRANDVIEW ESTATES, INC.

TO THE PUBLIC:

DATED:

June 12, 1962

DECLARATION OF PROTECTIVE COVENANTS



The undersigned, being the owners in fee simple of the following described property situate in Laramie County, Wyoming, to-wit:

Blocks 6 and 7, Lots 1 through 17, inclusive, Block 8 and Lots 13 through 22, inclusive, Block 9, Grandview Estates, Third Filing, Laramie County, Wyoming.

do hereby make this declaration of protective covenants applicable to all of said described property.

1) No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot, other than one-family dwellings not to exceed two stories in height and a private garage for not more than two cars.

2) 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 quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevations. All construction shall be new and no buildings or building may be moved from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing.

3) With reference to Lots 1 through 17, inclusive, Block 8 and Block 7 and Block 6, no dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porches and garages, shall be less than 900 square feet or 720 square feet in a story and one half structure with 1,000 square feet of finished living area, or 530 square feet in a two story structure with 1,000 square feet of finished living area, and all structures shall be constructed of at least 50% brick, masonry or comparable building material.

With reference to Lots 13 through 22, Block 9, no dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porches and garages, shall be less than 720 square feet or 600 square feet in a story and one half structure with 900 square feet of finished living area, or 530 square feet in a two story structure with 900 square feet of finished living area, and all structures shall be constructed of at least 50% brick, masonry or comparable building material.

4) No buildings shall be located on any lot nearer than 25 feet to the front lot line or nearer than 7 1/2 feet to any side street line, and no building shall be located nearer than 3 feet to an interior

lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. In the event that a house is turned on a corner lot to face the side street, the set-back at the front of the lot shall be 25 feet, and the set-back line on the side street shall be 25 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5) No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet.

6) Easements and/or alleys for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

7) No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or a nuisance to the neighborhood.

8) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot 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, nor shall any house trailer be permitted to remain on any lot.

9) No person shall be allowed to keep, breed or raise chickens, turkeys, horses, cows, cattle, sheep or other domestic farm animals, on any lot or erect thereon any building designed to house the same. This restriction shall not be construed to prohibit any person from keeping cats, dogs or other household pets on any lot, providing they are not kept, bred or raised for commercial purposes.

10) The architectural control committee is composed of the following persons: James P. Federer, M. V. Federer and Walter C. Urbigkit, Jr. 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 shall have full authority to designate a successor. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then 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 to withdraw from the committee or to restore to the committee any of the powers and duties.

11) The Committee's approval or disapproval as required by these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove, within 30 days after plans and specifications have been submitted to it; the failure of such representative to approve or disapprove any proposed building plans shall not in any way relieve the owners or the builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained herein.



12) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five years and from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 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.

13) 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 damages.

14) Invalidation of any of these covenants by Judgment or Court Order in no way affects any of the other provisions, which shall remain in full force and effect.

15) 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.

16) Entire property described is zoned Residential "A".

DATED this 12 day of June, 1962.

GRANDVIEW ESTATES, INC.

By James P. Federer
President

Attest:

Walter C. Urbigkit
Secretary

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 12th day of June, 1962, before me personally appeared James P. Federer, to me personally known, who, being by me duly sworn, did say that he is the President of Grandview Estates, Inc. and that the seal of said corporation is affixed hereto, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said James P. Federer acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 12th day of June, 1962.

Harold L. Wai
Notary Public

My commission expires: June 11, 1965

FILED FOR RECORD June 13, 1962 and recorded in Book 731, commencing on Page 354.





The undersigned, being the owners in fee simple of the following described property situate in Laramie County, Wyoming, to-wit:

The Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12
in Block 9, Grandview Estates, Third Filing, Laramie
County, Wyoming.

do hereby make this declaration of Protective Covenants applicable to all of said described property.

1. No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot, other than one-family dwellings not to exceed two stories in height and a private garage for not more than two cars.
2. 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 quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevations. All construction shall be new and no buildings or building may be moved from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing.
3. No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porches and garages, shall be less than 800 square feet or 720 square feet in a story and one-half with 1000 square feet of finished living area, or 530 square feet in a two story structure with 1000 square feet of finished living area, and all structures shall be constructed of at least 50% brick, masonry or comparable building material.
4. No buildings shall be located on any lot nearer than 25 feet to the front lot line or nearer than 7 1/2 feet to any side street line, and no buildings shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line; in the event that a house is turned on a corner lot to face the side street, the set-back at the front of the lot shall be 25 feet; and the set-back line on the side street shall be 25 feet. For the purpose of this covenant eaves, steps and open porches shall not be considered a part of the building provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. No dwelling shall be erected or placed on any lot having a width of less than 50 feet, at the minimum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet.
6. Easements and/or alleys for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
7. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or a nuisance to the neighborhood.
8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot 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, nor shall any house trailer be permitted to remain on any lot.



9. No person shall be allowed to keep, breed or raise chickens, turkeys, horses, cows, cattle, sheep or other domestic farm animals on any lot or erect thereon any building designed to house the same. This restriction shall not be construed to prohibit any person from keeping cats, dogs or other household pets on any lot, providing they are not kept, bred or raised for commercial purposes.

10. The architectural control committee is composed of the following persons: James P. Federer, N. V. Federer and Walter C. Urbight, Jr. 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 shall have full authority to designate a successor. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then 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 to withdraw from the committee or to restore to the committee any of the powers and duties.

11. The Committee's approval or disapproval as required by these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove, within 30 days after plans and specifications have been submitted to it; the failure of such representative to approve or disapprove any proposed building plans shall not in any way relieve the owners or the builder from his legal responsibility to comply with the covenants, conditions and restrictions contained herein.

12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five years and from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 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.

13. 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 the violation or to recover damages.

14. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other covenants or provisions, which shall remain in full force and effect.

15. 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.

16. The property described is zoned Residential "A".

Witnessed this 29th day of July, A. D. 1964.

Attest:
[Signature]
Secretary

Attest:
[Signature]
Secretary
FEDERER CONSTRUCTION COMPANY

By *[Signature]*
President

Attest:
[Signature]
Secretary

GRANDVIEW ESTATES, INC.

By *[Signature]*
Its President

ATLAS CONSTRUCTION COMPANY

By *[Signature]*
Its President

[Signature]
Thomas E. Sivills

[Signature]
Carol J. Sivills

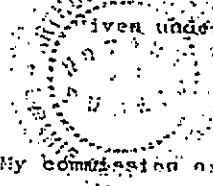
[Signature]
Vincent DePaule Kersey

[Signature]
R. Maxine Kersey

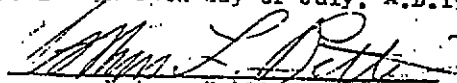


THE STATE OF WYOMING)
SS
County of Laramie)

On this 29th day of July, A. D. 1964, before me personally appeared James P. Federer, to me personally known, who being by me duly sworn did say that he is the President of Grandview Estates, Inc and that the seal affixed to said instrument is the 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 James P. Federer acknowledged said instrument to be the free act and deed of said corporation.



Given under my hand and notarial seal this 29th day of July, A.D.1964.

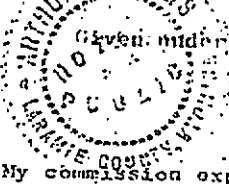

Notary Public

My commission expires June 24, 1967.


Arthur L. Bettis
1017 E. Lincoln Way
Cheyenne, Wyo.

THE STATE OF WYOMING)
SS
County of Laramie)

On this 29th day of July, A. D. 1964, before me personally appeared Francis Ferguson, to me personally known and who being by me duly sworn did say that he is the President of Atlas Construction 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 Francis Ferguson acknowledged said instrument to be the free act and deed of said corporation.



Given under my hand and notarial seal this 29th day of July, A.D. 1964.

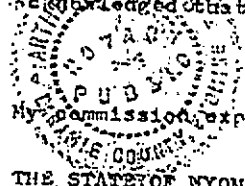

Notary Public

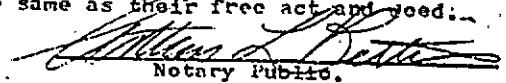
My commission expires June 24, 1967.

Arthur L. Bettis
1017 E. Lincoln Way
Cheyenne, Wyo.

THE STATE OF WYOMING)
SS
County of Laramie)

On this 29th day of July, A. D. 1964, before me personally appeared Thomas E. Sivills and Carol J. Sivills, Husband and Wife, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged that they executed the same as their free act and deed.



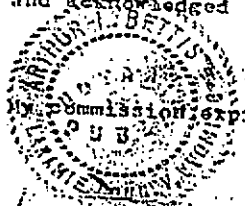

Notary Public

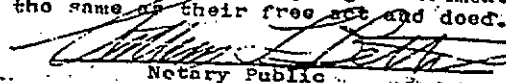
My commission expires June 24, 1967.

Arthur L. Bettis
1017 E. Lincoln Way
Cheyenne, Wyo.

THE STATE OF WYOMING)
SS
County of Laramie)

On this 29th day of July, A. D. 1964, before me personally appeared Vincent DePaule Kersey and R. Maxine Kersey, 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.




Notary Public

My commission expires June 24, 1967.

Arthur L. Bettis
1017 E. Lincoln Way
Cheyenne, Wyo.

