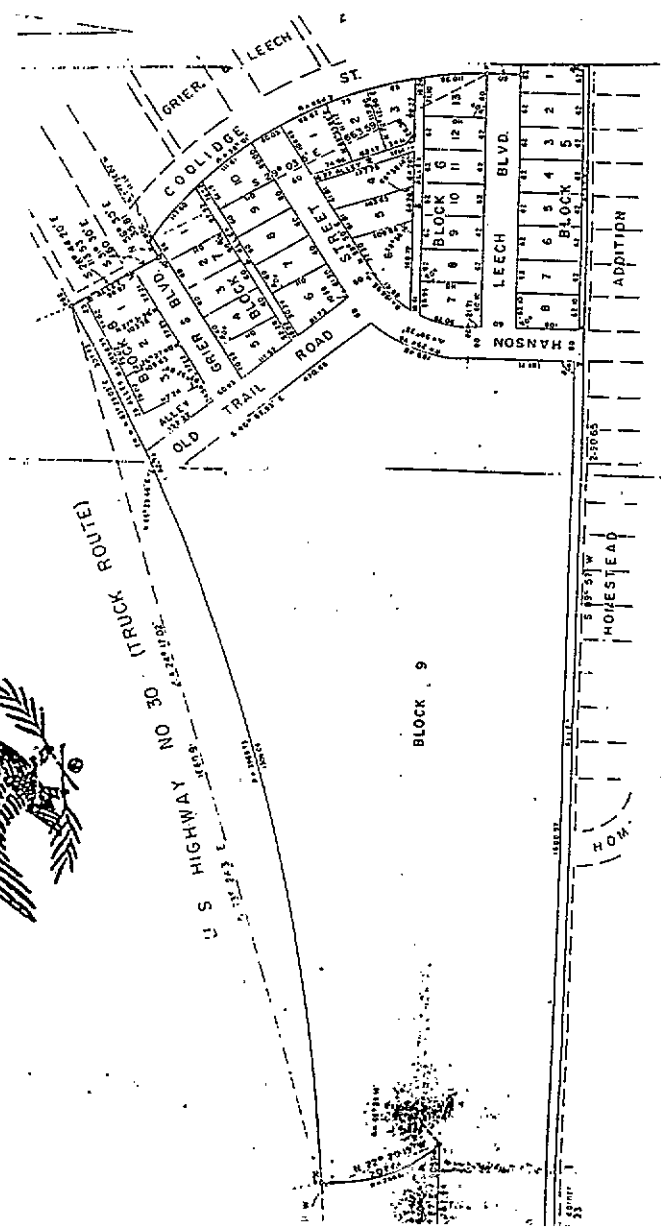




First American Title™

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.



Accepted by the City of Cheyenne, Wyoming, this 1st day of June, 1953.

ACKNOWLEDGEMENTS

The State of Wyoming, County of Laramie, ss I, Clerk, do hereby certify that the within and foregoing Declaration and Assent to a plat of Block 9 and lots therein contained were filed for the purpose therein mentioned in witness whereof, I have hereunto set my hand and affixed the seal of my office this day and year first above written.

My commission expires March 31, 1946.

James F. Powers, Secretary
 City of Cheyenne, Wyoming

Residing at Cheyenne, Wyoming

SURVEYOR'S CERTIFICATE

I, the undersigned, a duly Licensed Surveyor of the State of Wyoming, do hereby certify that the within and foregoing plat of Block 9 and lots therein contained was prepared in accordance with the provisions of the Statutes of Wyoming, and that the same have been duly filed for record in the County of Laramie, Wyoming.

James F. Powers
 Surveyor

APPROVAL

Approved by the City Commission of the City of Cheyenne this 1st day of June, 1953.

City Clerk
Mayor

APPROVAL

Approved by the Board of County Commissioners of Laramie County, Wyoming, this 6th day of August, A.D. 1953.

County Clerk
 Chairman

GRIER & LEECH ADDITION, SECOND FILING

Part of SE ¼ Section 33, T. 14 N., R. 65 W., 65 N. P.M.

Laramie County, Wyoming

Grier & Leech, Inc.

DECLARATION OF PROTECTIVE COVENANTS

Book 643

to

Dated: February 9, 1959

The Public



Filed:

Know all men by these presents that we, Grier & Leech, Inc., of Cheyenne, Laramie County, Wyoming, being the present owners in fee simple of the land embraced in all of the Southeast Quarter of Section 33, Township 14 North, Range 66 West, lying south of U.S. #30 truck route, Laramie County, Wyoming, declare that all lots in said Section 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 we do further covenant and agree that any subsequent grants of any of the said lots now owned by us shall be subject to the following covenants and restrictions:

- (a) No business or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
- (b) No trailer, basement, tent, shack, garage, barn, or other out-buildings erected in these blocks shall at anytime be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- (c) No front yard fencing is permitted.
- (d) Only new construction shall be permitted (no building may be moved from outside onto the lot). The dwelling must be modern; the ground floor area of the main structure, exclusive of one-story porches and garage, shall be not less than 900 square feet. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.
- (e) Building of any structure must be completed within one year from date of first excavation or construction begins.
- (f) No building shall be located nearer than 5 feet to any side lot line. No building shall be located on any residential building plot nearer than 25 feet to the front lot line, or closer than 25 feet from the rear lot line. In 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 5 feet greater than the setback of the adjoining house and the setback line on the side street shall be 25 feet.
- (g) 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.
- (h) 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 that they are not kept, bred, or maintained for any commercial purpose.

(1) No building shall be erected, placed, or altered on any lot, lots or building plot in said Grier & Leech Addition, until the building plans, specifications, and plot plans showing the location of such building have been approved in writing by a majority of a committee composed of R. S. Grier and Elmer F. Garrett, or their authorized representative, for conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to property and building set-back lines. In the case of the death of any members of said committee, the surviving member shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within 30 days after plans have been submitted to it, or 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. Said committee or their authorized representative shall act without compensation.

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 twenty-five years 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.

Witness:

Phyllis J. Embree

Signed:

R. S. Grier
 R. S. Grier, Pres. Grier & Leech
Elmer F. Garrett
 Elmer F. Garrett, Sec'y
 Grier & Leech, Inc.

Attest:

Subscribed and sworn to on the 10th day of February, 1959,
 by R. S. Grier and Elmer F. Garrett
 before Phyllis J. Embree, Notary Public, in and for
 Laramie County, Wyoming.

Commission expires 23 May 1961.



Phyllis J. Embree
 Notary Public

limitation or designation 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).

799/561

GRIER AND LEECH, INC., a corporation
of Cheyenne, Wyoming

* DECLARATION OF PROTECTIVE
* COVENANTS

Recorded: October 23, 1964 at 4:27 o'clock p. m. *

Dated: October 26, 1964

Reception No. 53086 *

PROTECTIVE COVENANTS COVERING GRIER AND LEECH ADDITION, SECOND FILING, TO THE CITY
OF CHEYENNE, LARAMIE COUNTY, WYOMING.

KNOW ALL MEN BY THESE PRESENTS: That all lots and blocks lying within Grier and
Leech Addition, Second Filing, an Addition to the City of Cheyenne, Laramie County,
Wyoming, as said addition appears on the official plat thereof which is on file and
of record in the office of the Clerk of said County, are now owned and held subject
to all the restrictions, conditions, covenants, charges and agreements contained in
the within Declaration of Protective Covenants by Grier and Leech, Inc., a
corporation, the undersigned owner thereof, and each of them does hereby covenant
and agree that any subsequent grants of any of said lots and blocks shall be made
subject to the following covenants and restrictions:

A. All lots in said Grier and Leech Addition, Second Filing, shall be known
and are zoned under the provisions of Chapter 29, Ordinance of the City of
Cheyenne, 1950, as follows:

RESIDENCE "A" DISTRICT

Lots 1, 2, 3, 10, 11, 12, 13
Lots 1, 2, 3, 4, 5
Lots 1, 2, 3, 8, 9, 10

Block 6
Block 5
Block 7



RESIDENCE "C" DISTRICT

Lots 4, 5, 6, 7, 8, 9
Lots 6, 7, 8
Lots 4, 5, 6, 7
Lots 1, 2, 3

Block 6
Block 5
Block 7
Block 8

B. No building shall be erected, placed, or altered on any lot, lots or
building plat in said Grier and Leech Addition, Second Filing, until the
building plans, specifications and plot plan showing the location of each
building have been approved in writing by a majority of a committee composed of
officers of Grier and Leech, Inc. for conformity and harmony of external design
with existing structures in the subdivision, and as to location of the building
with respect to property and building set back lines. In the case of the death
of any members of said committee, the surviving member or members shall have
authority to approve or disapprove such design or location. If the aforesaid
committee or their authorized representative fails to approve or disapprove
such design and location within 30 days after plans have been submitted to it,
or if no suit to enjoin the erecting of such building, or the making of such
alterations has been commenced prior to the completion thereof, such approval
will not be required. Said committee shall set and serve for 7 years, at which
time it will no longer be necessary to submit plans to the building committee.

C. No structure shall be erected or placed on any building plot which plot has an area of less than 6000 square feet and only one structure shall be erected or placed on such building plot, except for garage. Each building plot shall have street and alley success.

D. No noxious or offensive trade or activity shall be carried on upon any lot or block nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No ashpits or incinerators shall be located near sidewalks or in front of the structures.

E. No trailer, basement, shack, garage, barn or other out-buildings erected in the subdivision shall at any time be used as a residence, temporarily as a residence or permanently as such, nor shall any structures or a temporary character be used as a residence. No unsightly structures or those which may constitute a nuisance shall be erected or maintained.

F. No one story dwelling shall have less than the requisite square feet of floor space or surface, exclusive of the basement and garage, on any lot or building plot in the A and C zoned areas of the subdivision as set forth below:

1000 square feet ground floor liveable area for dwellings without basements,
1000 square feet ground floor liveable area for dwellings with basements.

G. The covenants above set forth are hereby declared by the undersigned owners of all of said property, to be binding upon all parties hereto, their heirs, successors, personal representatives, grantees and assigns, and all persons claiming under them until January 1, 1974, at which time said covenants and each of them, shall be automatically extended for successive periods of ten years unless changed by a signed petition by a majority of owners of lots and blocks agreeing by such majority to change, alter, modify, abolish, or otherwise vary the covenants herein expressed, either in whole or in part.

H. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate, directly or indirectly, any of the covenants herein set forth, 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 persons violating or attempting to violate, directly or indirectly, any of the herein described covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violations.

I. 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.

J. Only new construction shall be permitted (no building may be moved from outside the addition onto the lot).

K. No business or activity shall be carried on upon any lot other than those businesses outlined under the provisions of Chapter 29, Ordinances of the City of Cheyenne, 1950.

L. 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 that they are not kept, bred, or maintained for any commercial purposes.



Dated this 26th day of October 1964.

Witnesseth: /s/ELMER F. GARRETT

Signed: GRIER AND LEECH, INC.

(Corporate Seal)

By: R. S. Grier, President
/s/ R. S. GRIER

Acknowledged October 26, 1964, by R. S. Grier, President of GRIER AND LEECH, INC., in behalf of said corporation by authority of its board of directors, before Joyce L. Carlson, a Notary Public in Laramie County, Wyoming.

(Notarial Seal) Commission expires: 12 August 1967

/s/JOYCE L. CARLSON

