



First American Title™

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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.

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that all lots lying within Blocks 1, 2, 3 and 5 of Homestead Addition, first Filing, a Subdivision of Section 4, Township 13 North, Range 66 West, 6th P. M., in Laramie County, Wyoming are now owned and held subject to all the restrictions, conditions, covenants, charges and agreements contained in the within DECLARATION OF PROTECTIVE COVENANTS, we do further hereby covenant and agree that any subsequent grants of any of the said lots now owned by us shall be subject to covenants and restrictions.

A-1 FULLY PROTECTED RESIDENTIAL AREA

The residential area covenants contained herein shall apply to Lots 1 through 13 in Block 1 and lots 1 through 13 in Block 2 and Lots 1 through 10 in Block 4, and Lots 1 through 13 in Block 5.

B. RESIDENTIAL COVENANTS

B-1 LAND USE AND BUILDING TYPE

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 detached single-family dwelling not to exceed one and one-half stories in height and private garage for not more than two cars.

B-2 ARCHITECTURAL CONTROL

No buildings 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 topography and finish grade elevation. No fence, wall or hedge shall be erected or placed on any lot nearer to any street than the minimum building setback line.

B-3 DWELLING COST, QUALITY AND SIZE

It is the intention and purpose of the covenants to assure that all dwellings shall be of quality workmanship and materials substantially the same as, or better than the near subdivision adjoining.

MINIMUM PERMITTED DWELLING SIZE

In Blocks 1 and 2 the ground area of the main structure, exclusive of one story open porches and garages, shall not be less than 840 square feet for a one story dwelling, nor less than 600 square feet for a dwelling of more than one story. All construction shall be new and no structure shall be moved from any location outside this subdivision on to any site in said subdivision.

B-4 Building of any structure must be complete within one year from date of first excavation or construction begins.

CONTINUED:

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby declared to the extent such restrictions violate 42 USC 3604(c).



B-5 BUILDING LOCATION

No building shall be located on any lot nearer than 25 feet to the front line, or nearer than 5 feet to any interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more than the minimum setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. In the event a house is turned on a corner lot to face the side street, the setback line on each street shall be a minimum of 25 feet.

B-6 LOT AREA AND WIDTH

No dwelling shall be erected or placed on any plat having a minimum width less than 60 feet at the setback line.

B-7 NUISANCES

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

B-8 EASEMENTS

Easements for installation and maintenance of utilities and minimum width are reserved.

B-9 TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

B-10 SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

B-11 OIL AND MINING OPERATIONS

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 excavation or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

B-12 LIVESTOCK AND POULTRY

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.

B-13 SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State of Wyoming Department of Public Health.



B-14 GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

C ARCHITECTURAL CONTROL COMMITTEE

C-1 MEMBERSHIP

The architectural control committee is composed of Frank J. McCue, John C. Arp and Henry H. Arp. 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 of the committee shall give full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or restores to it any of the powers and duties, or to withdraw from the committee.

C-2 PROCEDURE

The committee's approval or disapproval as required in 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 or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

D GENERAL PROVISIONS

D-1 TERM

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.

D-2 ENFORCEMENT

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or recover damages.

D-3 SEVERABILITY

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 force and effect.

CONTINUED:



Dated this 12 day of April, 1960.

Signed:

URBAN DEVELOPMENT CO.

Henry H. Arp, President

Doran A. Lummis, Secretary

Acknowledged April 12, 1960, before W. A. Swainson a Notary public in Laramie County, Wyoming.

W. A. Swainson
Notary Public

Notarial Seal affixed.

My commission expires Jan. 8, 1962



On this 19th day of May 1960 appeared Henry H. Arp and Doran Lummis, known to me to be the President and Secretary, respectively, of the Urban development Company, Inc., and known to me to be the persons who executed the within and foregoing declaration of protective covenants and who acknowledged to me that they executed the same as their free act and deed and by the authority of the Board of Directors of Urban development Company, Inc. for the purposes therein expressed.

Notarial seal affixed.

W. A. Swainson

My Commission expires Jun. 8, 1962

BOOK 602

MAY 20 1960

9:43 AM

RECORDED AT 9:43 AM
DESCRIPTION No. 809871 LESTER K. GROFF, Esq.

159

Urban Development Company, Inc. to
The Public
DECLARATION OF
PROTECTIVE COVENANTS
dated May 19, 1960

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the Urban Development Company, Inc., a Wyoming corporation, being the owners of all lots lying within Blocks 1, 2, 4, and 5 of Homestead Addition, First Filing, a Subdivision of Section 4, Township 13 North, Range 66 West, 6th P.M. in Laramie County, Wyoming and having heretofore filed for record Declaration of Protective Covenants covering said Homestead Addition, First Filing, which Covenants are recorded in Book 682, Pages 67 thru 69, Laramie County, Wyoming records, do hereby amend the Declaration of Protective Covenants as recorded as follows:

Paragraph B-3 is hereby amended to read as follows:

DWELLING COST, QUALITY AND SIZE

It is the intention and purpose of the covenants to assure that all dwellings shall be of a quality workmanship and materials substantially the same as, or better than the near subdivision adjoining.

MINIMUM PERMITTED DWELLING SIZE

In Blocks 1, 2, 4, and 5 the ground area of the main structure, exclusive of one story open porches and garages, shall not be less than 840 square feet for a one story dwelling, nor less than 600 square feet for a dwelling of more than one story. All construction shall be new and no structure shall be moved from any location outside this subdivision on to any site in said subdivision.

Paragraph E-8 is hereby amended to read as follows:

EASEMENTS

Easements are reserved for installation and maintenance of utilities and drainage five feet wide along the rear and side of each lot.

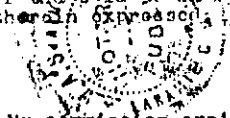
Paragraph B-13 is hereby deleted.

Dated this 19th day of May, A.D. 1960



Henry H. Arp Pres.
Doran Lummis Sec.

On this 19th day of May 1960 appeared Henry H. Arp and Doran Lummis, known to me to be the President and Secretary, respectively, of the Urban Development Company, Inc., and known to me to be the persons who executed the within and foregoing declaration of protective covenants and who acknowledged to me that they executed the same as their free act and deed and by the authority of the Board of Directors of the said Urban Development Company, Inc. for the purposes therein expressed.



W. A. Swanson
Notary Public

My commission expires Jan. 8, 1962

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).

Urban Development Company, Inc. *
to *
The Public *

AMENDMENT OF DECLARATION OF
PROTECTIVE COVENANTS

Dated May 19, 1960

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Paragraph B-13 is hereby deleted.

Dated this 19th day of May, A.D. 1960

Henry H. Arp, President

Corporate Seal affixed.

Doran Lummis, Secretary

CONTINUED: