

No.

548-491/93

John C. Arp, Mildred K. Arp,
and Gayle Dellinger

to

The Public

* PROTECTIVE COVENANTS

*

* Dated June 30, 1954

*

* Filed July 1, 1954 at 2:33 P.M.

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KNOW ALL MEN BY THESE PRESENTS: That, the undersigned: John C. Arp, Mildred K. Arp, and Gayle Dellinger, being the owners in fee simple of the following described property situate in Laramie County, Wyoming, to-wit:

Blocks 28, 29, 30, 31, 34, 35, 36 and 37
Interior Heights Addition to the City of
Cheyenne.

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

1. No plot shall be used except for residential purposes, and no building shall be erected, altered, placed, or permitted to remain on any plot, other than one family dwellings not to exceed two (2) stories in height and a private garage for not more than two cars,

2. No building shall be erected, placed, or altered on any plot 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 or external design with existing structures, and location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed, or altered on any plot nearer to any street than the minimum building setback line. There shall be no front yard fencing.

3. No dwelling shall be permitted on any plot in which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 700 square feet for a one-story building, or less than 700 square feet ground floor space for a two-story dwelling.

4. No building shall be located on any plot nearer than 25 feet to the front lot line or nearer than 10 feet to any side street line, and no building shall be located nearer than 5 feet to an interior plot 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 setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a plot to encroach upon another plot.

5. No dwelling shall be erected or placed on any plot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any plot having a n area of less than 6250 square feet.

6. Basements 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 activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

8. No trailer, basement, tent, shack, garage, barn or other out-building 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.



Recorded in
Book of Covenants
Page 123
Laramie County, Wyoming
July 1, 1954
Filed July 1, 1954
at 2:33 P.M.

No.
Cont.

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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, provided they are not kept, bred, or raised for any commercial purpose.

10. The architectural control committee is composed of the following persons: JOHN C. ARP, GAYLE DELLINGER AND CLYDE C. STASEY. 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 plots 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 its 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, 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 covenant shall be deemed to have been fully complied with.

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 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 plots has been recorded, agreeing to change said covenants in whole or in part.

13. In the event that anyone shall violate any of these covenants, it shall be lawful for any owner of a lot or lots in the area to maintain an action in Law or Equity against the person or persons so violating the covenants in order to restrain or enjoin the violation and enforce the covenants or to recover damages for the violation thereof.

14. Invalidation of any one of these covenants by judgment or court order shall in no wise effect 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 as described is zoned Residential "A".

Signed: John C. Arp,
Mildred K. Arp
Gayle Dellinger.

Acknowledged June 30, 1954, by John C. Arp, and Mildred K, Arp, and Gayle Dellinger, before Jerry J. Berger, Jr., Notary Public, Laramie County, Wyoming. (Notarial Seal) Commission expires June 6, 1957.
