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Recorded July 20, 1955
Reception No. 718919

DECLARATION OF PROTECTIVE COVENANTS

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 12, 13 and 14, Interior Heights Addition to the City of Cheyenne,

do 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 of 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-store dwelling.
4. No building shall be located on any plot nearer than 25 feet to the front plot line or nearer than 10 feet to any side street line, and no building shall be located nearer than 5 feet to an interior plat 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 plot nearer than 25 feet to the rear plot line. 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 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 an area of less than 6250 square feet
6. Easements and/or alleys for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

COVENANTS, continued:



7. No noxious or offensive activity shall be carried on upon any plot, 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 outbuilding erected on any plot shall at any time to 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 plot.

9. No person shall be allowed to keep, breed or raise chickens, turkeys, horses, cows, cattle, sheep, or other domestic farm animals on any plot 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 plot, 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 the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants 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 plot or plots 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 thereof.



COVENANTS, continued:

14. Invalidation of any of these covenants by judgment or court order in no wise affect 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 plot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or any plot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any plot.

Entire property as described is zoned Residential "A".

(S) John C. Arp, Mildred K. Arp, Gayle Dellinger

State of Wyoming)ss.
County of Laramie)

The foregoing Declaration of Protective Covenants was acknowledged before me this 15th day of July, A. D., 1957 by JOHN C. ARP, MILDRED K. ARP and GAYLE DELLINGER.

(S) Jerry J. Berger, Jr., Notary Public

My Commission expires: 6/6/57
NOTARIAL SEAL AFFIXED