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**DEDICATION**

Know all men by these presents, that the M. B. B. Development Company, a Wyoming Corporation, owners in fee simple of the land embraced in this subdivision as described and set appears on this plat, acting through its Board of Directors, does hereby dedicate, place, subdivide and set apart for the use and enjoyment of the public forever all of the streets and alleys shown hereon, and the said Corporation does hereby authorize its President and Secretary to execute this dedication.



Witness my hand and seal of my office this 13th day of August, 1938.

*Thomas Black*  
President

*William B. B. Development Company*  
Secretary

**ACKNOWLEDGEMENT**

The State of Wyoming } ss  
County of Laramie }  
On this 13th day of August, 1938, before me, a Notary Public in and for the State of Wyoming, personally appeared Thomas Black and Monica Y. Black, President and Secretary respectively of the M. B. B. Development Company, to me known to be the persons described in and who executed the within and foregoing dedication and acknowledged said instrument to be the true and correct act and deed of said Corporation and for the purpose therein expressed.

In Witness Whereof, I have hereunto set my hand and affixed the seal of my office this 13th day of August, 1938.



My commission expires January 1, 1939.

*Thomas Black*  
Notary Public

**APPROVAL**

Approved by the City Commission of the City of Cheyenne this 13th day of August, A.D., 1938.

*Walter C. ...*  
Mayor

**APPROVAL**

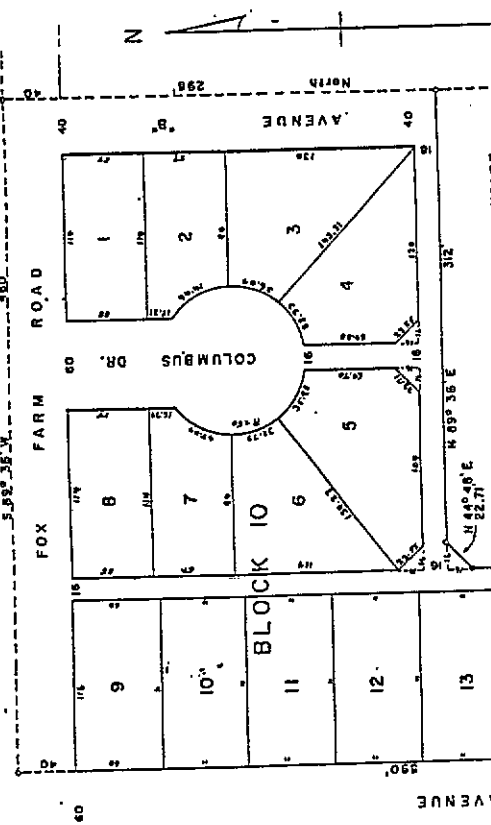
Approved by the Board of County Commissioners of Laramie County, Wyoming, this 13th day of August, A.D., 1938.

*Walter C. ...*  
Chairman of the Board

**LEISHER-BLACK ADDITION, SECOND FILING**

A Subdivision of Part of the NE 1/4 NE 1/4 of Section 7, T. 13 N., R. 66 W., 6th P.M., Laramie County, Wyoming

NE Corner Sec. 7



**SURVEYOR'S CERTIFICATE**

The State of Wyoming, ss  
County of Laramie }  
I, Malcolm D. Martin of Cheyenne, Wyoming, hereby certify that this plat of LEISHER-BLACK ADDITION, SECOND FILING, was made from notes taken during an actual survey of blocks, streets and alleys as marked on the ground and other plat set at all block corners and iron spikes set at all other lot corners; that the land embraced in this subdivision is all that part of the NE 1/4 NE 1/4 Section 7, T. 13 N., R. 66 W., 6th P.M., Laramie County, Wyoming, containing 4.03 acres, more or less and being more particularly described as follows:  
Beginning at the northeast corner of said Section 7, a distance of 460 feet to a point; thence South, parallel to the east boundary of said Section 7, along the east boundary of Leisher-Black Addition, City of Cheyenne, a distance of 590 feet to a point; thence N 89° 36' E, parallel to the north boundary of said Section 7, a distance of 132 feet to a point; thence North, parallel to the east boundary of said Section 7, a distance of 276 feet to a point; thence N 45° 48' E, a distance of 227 feet to a point; thence N 89° 36' E, parallel to the north boundary of said Section 7, a distance of 312 feet to a point on the east boundary of said Section 7; thence North along the east boundary of said Section 7, a distance of 288 feet to the point of beginning. The north 40 feet of above described tract is County Road R/W.



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).



DECLARATION OF PROTECTIVE COVENANTS

Filed Aug. 26, 1958 at 4:00 P. M.

Book 635 Pages 379/82

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Black Construction Company Incorporated, being the present owner of Block Number 10 of the Second Filing of Leisher Black Addition to the City of Cheyenne, Laramie County, Wyoming, do hereby covenant and agree that all said Blocks in said addition and all lots in said block 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 they do further hereby covenant and agree that any subsequent grants of any of the said lots now owned by them shall be subject to covenants and restrictions hereinafter set forth.

1. LAND USE AND BUILDING TYPE. 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. No building of any kind shall be moved onto the above tracts.
2. ARCHITECTURAL CONTROL. 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 as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.
3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$9,000.00, based upon cost level prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 864 square feet for a one-story dwelling.
4. BUILDING LOCATION: No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 5 feet to any side street line. No building 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 55 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 purposes 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 lot to encroach upon another lot. 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.
5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 500 square feet.
6. 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.
7. 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, except for lumber shed, shop, office building and one trailer house during construction period.
8. 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 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.



9. FENCES. Yard fences may extend only from the rear of any lot to the front or side setback line, and there shall be no front yard fencing.

10. 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 they are not kept, bred, or maintained for any commercial purpose.

11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in clean and sanitary condition.

12. SIGNS. No signs 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 5 square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.

13. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved.

14. MEMBERSHIP. The architectural control committee is composed of Tom P. Black, Jr., Monica Y. Black, and Joy Kastner, all of Cheyenne, Wyoming. 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 its designated representatives 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 written instrument to change the membership of the committee or withdraw from the committee or restore to it any of its powers and duties.

15. 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.

16. 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.

17. ENFORCEMENT. 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.

18. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

Signed at Cheyenne, Wyoming, this 25th day of August 1958.

SEAL

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

By Tom Black, Jr., President  
Attest Monica Y. Black, Secretary

On this 25th day of August 1958 before me appeared Tom P. Black Jr., to me personally known who, being by me duly sworn, did say that he is the President of Black Construction Company, Inc, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of governors, and said Tom P. Black, Jr., acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires June 24, 1959  
IN WITNESS WHEREOF, I have hereunto  
set my hand and affixed my Notary  
Seal this 25th day of August A. D.  
1958.

Signed: Arthur L. Bettis, Notary Public  
(Notarial Seal)