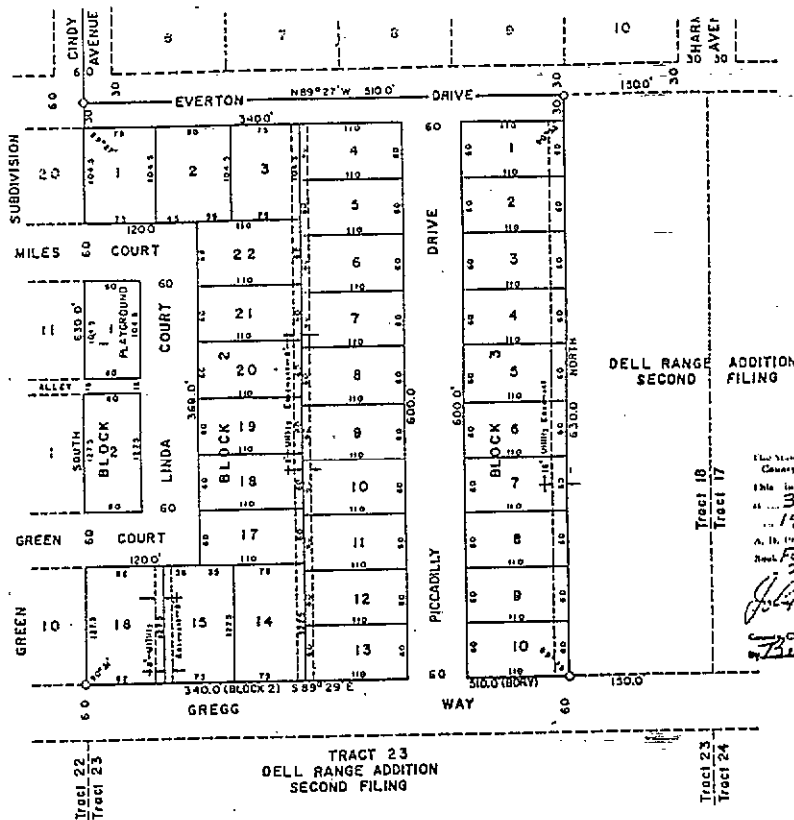




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235513

The State of Wyoming
County of Laramie

This instrument was filed for record
at 3:10 P.M. on the
14 day of OCTOBER,
A.D. 1971 and duly recorded in
Book Folder 256

John B. Haisman
County Clerk & Ex-Officio Register of Deeds
in Presence of *Carolee* Deputy

DEDICATION

Know all men by these presents that ROY L. MERRITT, and FRANCES G. MERRITT, husband and wife owners in fee simple of the west 510 feet of Tract 18 DELL RANGE ADDITION SECOND FILING embraced in this plat of MERRITT'S MOBILE HOME SUBDIVISION and as described hereon do hereby declare the subdivision of said land as it appears on this plat to be their free act and deed and in accordance with their desires and do hereby dedicate to the use of the public forever all of the Streets, Alleys, Easements and Playgrounds shown hereon.

Witness: *Harold Hillman*
Roy L. Merritt
Roy L. Merritt

Witness: *Pat O'Connell*
Frances G. Merritt
Frances G. Merritt

ENGINEERS CERTIFICATE

STATE OF WYOMING) ss
COUNTY OF LARAMIE)

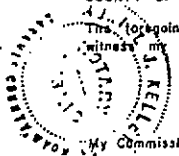
I, E. Philip Kelley, a Professional Engineer and Land Surveyor registered in the State of Wyoming hereby certify that this plat of MERRITT'S MOBILE HOME SUBDIVISION was made from notes taken during an actual survey made by me of the land described herein and that this plat correctly and accurately shows the Lots, Blocks, Streets and Alleys as marked on the ground by 1/2 iron pipes set at all lot and block corners except as noted hereon and I further certify that the land embraced within this plat is all of the West 510 feet of Tract 18, DELL RANGE ADDITION SECOND FILING, LARAMIE COUNTY, WYOMING, Bounding 7.38 Acres, more or less.

E. Philip Kelley
Wyoming Reg. No. 638

ACKNOWLEDGEMENT

STATE OF WYOMING) ss
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me this 15th day of Sept. 1971 in witness my hand and official seal.



E. P. Kelley
Notary Public

- LEGEND**
- Subdivision corner
 - Iron pipe found
 - Iron pipe set

My Commission Expires May 15, 1974

APPROVALS

Approved by the Planning Commission of the City of Cheyenne this 20 day of Sept. 1971

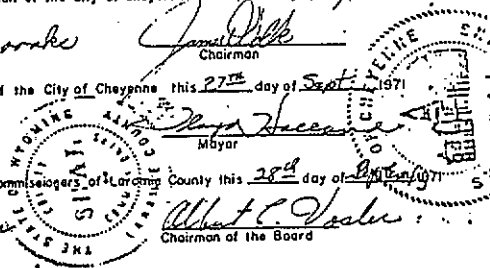
Attest: *Francis E. Brooke* Secretary
James D. Pelt Chairman

Approved by the City Commission of the City of Cheyenne this 27th day of Sept. 1971

Attest: *Jan Crawford* City Clerk
Mayor

Approved by the Board of County Commissioners of Laramie County this 28th day of Sept. 1971

Attest: *John B. Haisman* County Clerk
Albert C. Decker Chairman of the Board



MERRITT'S MOBILE HOME SUBDIVISION

A SUBDIVISION OF THE WEST 510 FEET OF TRACT 18, DELL RANGE ADDITION, SECOND FILING. A SUBDIVISION OF PART OF THE W 1/2 SECTION 22, T-14-N, R-26-W, 6th P.M. LARAMIE COUNTY, WYOMING

Scale 1"=100'

AUGUST 1971

E. P. KELLEY & ASSOCIATES
CIVIL ENGINEER MATERIAL TESTER LAND SURVEYOR
34 WEST 18TH STREET PHONE 337-655-6561
CHEYENNE, WYOMING 82001

RECORDED Oct 14 1971 AT 3:10 O'CLOCK PM BOOK 934

STATE OF WYOMING)
) SS RECEPTION NO. 235544 JOHN B. HUISMAN, Recorder
COUNTY OF LARAMIE)

DECLARATION OF PROTECTIVE COVENANTS
FOR MERRITT'S MOBILE HOME SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

THAT all lots lying within Merritt's Mobile Home Subdivision, a subdivision of the West 510 Feet of Tract 18, Dell Range Addition, Second Filing, a subdivision of part of the West one-half, Section 22, Township 14 North, Range 66 West, 6th P.M., Laramie County, Wyoming, comprising 7.38 acres, more or less, are now owned and held subject to all restrictions, conditions, covenants, changes and agreements, contained in the within Declaration of Protective Covenants; and that Roy L. Merritt and Frances G. Merritt, do hereby covenant and agree that any subsequent grant of any of said lots shall be made subject to all covenants and conditions as set forth herein.

1. Residential Area Covenants. The residential area covenants contained herein shall apply to all lots lying within Merritt's Mobile Home Subdivision, Dell Range Addition, Second Filing, Laramie County, Wyoming, except Lot 1, Block 1, dedicated for a playground.

2. Land Use and Building Type. No lot shall be used except for residential purposes, and no building placed hereon shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling, arranged, designed and intended for occupancy and, in fact, occupied by not more than one family; and said dwelling shall not exceed two and one-half stories in height. This covenant is not intended to prohibit modular or mobile homes meeting the standards established by the Federal Home Administration for single family occupancy, provided that said modular or mobile home shall be located on a permanent foundation with all axels and wheels removed and properly skirted. The term "permanent foundation" shall include, but is not limited to, a concrete slab type of foundation.

3. Architectural Control. No building or fence shall be erected or placed or altered on any lot until construction plans and specifications and the plans showing the location of the structure or fence have been approved by the Architectural Control Committee as to quality of work, materials, harmony of external design with existing structures and as to location of such building with respect to topography and finish grade elevation. No wall shall be erected, placed, or altered on any lot unless similarly approved. In the event the Architectural

Restrictions of discrimination based on race, color, religion, sex, handicap, familial status, or income shall be hereby deleted to the extent such restrictions violate 42 USC 3604(c).





Control Committee, or its designated representative, shall fail to approve or disapprove within thirty (30) days after plans, specifications and a plot plan have been submitted, or in the event 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.

4. Building Location. All buildings shall be erected, placed and located upon each lot in accordance with the minimum standards as established for set-back lines and location of the structures by the Board of County Commissioners, Laramie County, Wyoming.

5. Easements. Easements and rights-of-way, as shown on the recorded plat, are hereby reserved in this subdivision for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephone, sewer, water or any other public or quasi-public utility service purposes, together with the right of ingress or egress at any time for the purpose of further construction or repair.

6. Nuisances. No noxious or offensive actions shall be carried on upon any lot, nor shall anything be done thereon which will be an annoyance or nuisance to the neighborhood.

7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building, shall be used on any lot at any time as a residence, either temporary or permanent; however, a contractor, who is constructing a single-family dwelling in accordance with these covenants may, during the period of construction, maintain a temporary structure on said lot for the storage of tools, equipment and materials, provided that said temporary structure shall be removed promptly upon completion of construction on said lot.

8. Signs. No signs of any kind to public view shall be displayed on any lot except professional signs, if they do not contain more than one (1) square foot of area, a sign containing not more than five (5) square feet of area for purposes of advertising the property for sale or rent, and signs used by the builder to advertise the property during the construction and sale.

9. Drilling and Mining. No drilling for oil, gas or other mineral operation shall take place on any lot, and no lot shall contain a derrick or other structure devoted to the production of oil and gas or mining.



10. No animals, livestock, poultry of any kind shall be raised or bred or kept on any lot except that dogs, cats, and other household pet may be kept provided such are not kept, raised or bred for commercial purposes. The keeping of dogs, cats and other household pets shall be the responsibility of the owner of each lot, provided that such keeping shall not violate the provisions of Paragraph 6 of these Covenants, nor the regulations regarding animals as established by the Board of County Commissioners, Laramie County, Wyoming.
11. Refuse Disposal. No lot will be used or maintained as a dumping ground for rubbish or junk, specifically junk cars, unlicensed cars, appliances, et cetera. Trash and refuse shall be kept in suitable sanitary containers to be located on all lots. In the event that incinerators are placed on said lots, such shall be maintained in a clean, and sanitary condition.
12. Sewer and Water Systems. No lot shall contain an individual sewage system and no lot shall contain an individual water supply system for domestic use, unless approved by the Wyoming and Laramie County Departments of Public Health.
13. Architectural Control Committee. The Architectural Control Committee shall be comprised of three (3) members who shall be, Roy L. Merritt, Frances G. Merritt and E. Philip Kelley, and one of the members shall act as the representative of the Committee to conduct the day-to-day business of said Committee. In the event that it shall become necessary for any member of the Committee to resign, or, if any member shall be unable to serve, the other members may designate his successor. All members of the Architectural Control Committee shall serve in that capacity without compensation; and they shall receive no compensation for any services performed by them in their official capacity.
14. Duration. The Covenants, conditions, restrictions, changes and agreements contained herein shall run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date of recording of this instrument, after which the terms of this instrument may be automatically extended for successive periods of ten (10) years unless an instrument is signed by the majority of the owners of the lots described herein, agreeing to change this instrument in whole or in part.
15. Enforcement. Enforcement shall be by proceedings at law or

equity against any person or persons violating or attempting to violate any covenants or provisions of this instrument, either to restrain that violation or to recover damages.

16. Severability. Invalidation of any one of the terms or covenants of this instrument by Judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DATED this 29th day of September, 1971.

Roy L. Merritt
Roy L. Merritt

Frances G. Merritt
Frances G. Merritt

STATE OF WYOMING)
)SS
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me on this 29th day of September, 1971.

Witness my hand and official seal.

Kathryn R. Robbins
Notary Public

My Commission Expires:

