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ENGINEER'S CERTIFICATE

The State of Wyoming }
 County of Laramie }
 J. T. Baldwin of Cheyenne, Wyoming, hereby certifies that this map was made from notes taken during an actual survey made under my direction in February, 1953; that it correctly represents the blocks, lots, streets and alleys as marked on the ground by iron pipe set at block and alley corners and iron spikes set at all other lot corners, and that the land embraced in this subdivision is all of the SE 1/4 NW 1/4 Section 34, T.14 N., R.66 W., 6th P.M.

T. J. Baldwin
 Engineer
 Myc Reg #19

DEDICATION

Know all men by these presents that Anne F. Myers and Tracy M. Myers and Robert P. McCann, owners in fee simple of the land embraced in this subdivision of the within described land does hereby declare the subdivision of said land as appears on their desires and do hereby dedicate to the use of the public forever all of the streets and alleys shown hereon. Dated this 2nd day of March, A.D. 1953.

Tracy M. Myers
Robert P. McCann

ACKNOWLEDGEMENT

State of Wyoming }
 County of Laramie }
 On this 2nd day of March, 1953 before me, a Notary Public in and for the State of Wyoming, personally appeared Anne F. Myers, Tracy M. Myers and Robert P. McCann going dedication and acknowledged said instrument to be their free and voluntary act and deed and for the purpose therein mentioned. In witness whereof, I have hereunto set my hand and affixed the seal of my office the day and year first above written.
 My commission expires January 3, 1953

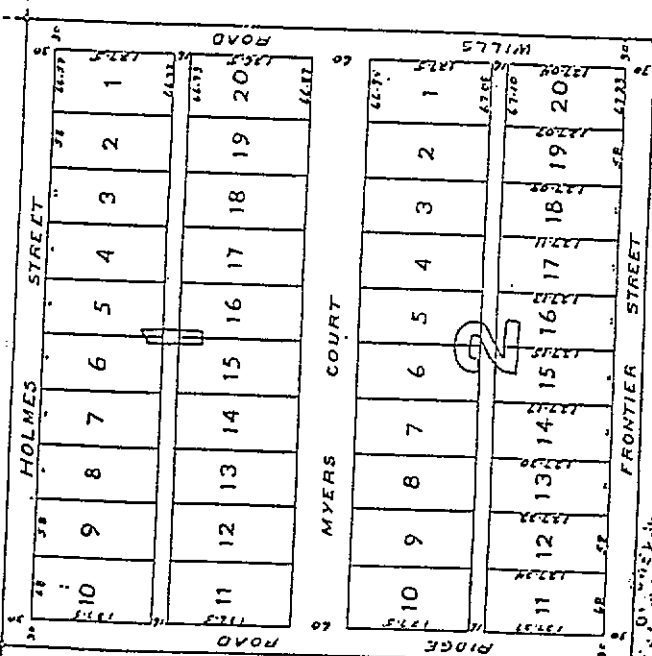
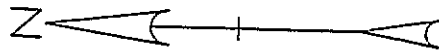
Robert P. McCann
 Notary Public
 Myc Reg #19

MYERS SUBDIVISION

Of the SE 1/4 NW 1/4, Sec. 34
 T.14 N., R.66 W., 6th P.M.

LARAMIE COUNTY, WYOMING

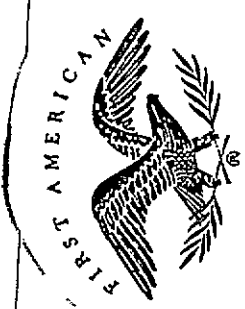
Scale 1"=100' Feb. 1953



APPROVAL

Approved by resolution of the City Commission of the City of Cheyenne, Wyoming this 9 day of March, 1953.
Acting City Clerk
 Mayor

Approved by resolution of the Board of County Commissioners of Laramie County, Wyoming this 3 day of March, 1953.
Chairman
 County Clerk



DECLARATION OF PROTECTIVE COVENANTS

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KNOW ALL MEN BY THESE PRESENTS: The undersigned, being the present owners in fee of the Lots and Blocks of Myers subdivision, an addition to the City of Cheyenne, Laramie County, Wyoming, as set out opposite their names, do hereby covenant and agree that all of said Lots in said addition 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 in said subdivision shall be subject to the covenants and restrictions hereinafter set forth, and do further state that the Lots and Blocks of said subdivision are set out opposite their names as follows:



- Lots 11 and 12, Block 2 Joe H. Folsom and Sue B. Folsom, husband and wife
- Lot 13, Block 2 Barry D. Tull, a single person
- Lot 14, Block 2 Ralph D. Myers and Emma B. Myers, husband and wife
- Lot 15, Block 2 Harold W. Wright
- Lot 16, Block 2 James F. Powers, T. W. Powers, and Jay Laws, tenants in common
- Lots 17 and 18, Block 2 Fay F. Ackerman, a single person
- Lots 19 and 20, Block 2 Ben C. Dawson and Grace Ellen Dawson, husband and wife.

Said covenants are to run with the land and shall be binding on all parties and all persons claiming under them for twenty-five (25) years after date of recording this Declaration, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the committee named in Paragraph 2 hereof, or any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

1. All lots in Block 2, hereinafter referred to and otherwise restricted, shall be known as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached.

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single-family dwelling not to exceed a one story in height, with additional restrictions and requirements as hereinafter set forth.

2. No building shall be erected, placed, or altered on any residential building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee of three (3) designated by a majority of the owners of the above described lots. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making or such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1975. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

3. No building shall be located on any residential building plot nearer than twenty-five (25) feet to the front lot line, nor nearer than twelve (12) feet to any side street line. No building on a residential plot, except a detached garage or other outbuilding located sixty (60) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line. No part of any ash pit or incinerator shall be more than ten (10) feet from an alley nor within forty (40) feet of a street or road line. The front of any residence shall be no farther than forty (40) feet from the front lot line.



4. No sign of any kind shall be displayed to the public view on any residential lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

5. 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 five (5) feet greater than the setback of the adjoining house and the setback line on the side street shall be twenty-five (25) feet.

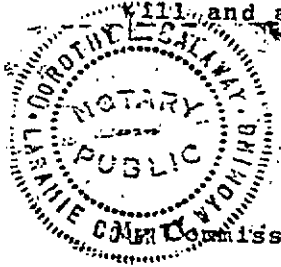
6. All construction shall be new and no building shall be moved, nor may any buildings be moved from another location to any site within this addition, to the above-described lots.

7. No trade or profession shall be carried on upon any residential lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure

STATE OF WYOMING)
(SS:
COUNTY OF LARAMIE)

Before me, Archie L. Colburn, a Notary Public in and for the County of Laramie, State of Wyoming, appeared Joe E. Folsom, Sue B. Folsom, Barry D. Tull, Ralph D. Myers, Emma B. Myers, Harold W. Wright, James F. Powers, T. W. Powers, Jay Laws, Fay F. Ackerman, Ben C. Dawson, and Grace Ellen Dawson, on the 27 day of October, 1959, known to me personally, and who stated that they signed the foregoing Declaration of Protective Covenants of their own free will and accord.



Archie L. Colburn
Notary Public

Commission Expires: September 26 1962

