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To

Dated March 17, 1941

The Public

Filed March 18, 1941 at 9:35 A.M.

Book 360 Pages 448-49



KNOW ALL MEN BY THESE PRESENTS that the undersigned Albert K. Jensen of Cheyenne, Laramie County, Wyoming, being the present owner of all of the lots in Pleasant Valley Addition to the City of Cheyenne, Laramie County, Wyoming, do hereby covenant and agree that all of said lots now owned by him 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 I do further covenant and agree that any subsequent grants of any of the said lots now owned by me shall be subject to the following covenants and restrictions:

(a) All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling or one two-family dwelling not to exceed two and one-half stories in heights and a private garage for not more than two cars.

(b) No building shall be erected, placed or altered on any 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 composed of Albert K. Jensen, John J. McInerney and James Garrett or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any members 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 of said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specification have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of 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 after July 1st, 1948. 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.

(c) No building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 20 feet to the front line, nor nearer than 5 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 3 feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than 20 feet from the front lot line.

(d) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 4,000 square feet or a width of less than 50 feet at the front building setback line.

(e) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(f) 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 of a temporary character be used as a residence

(g) No dwelling costing less than \$3,500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garage, shall not be less than 600 square feet in the case of a one-story structure nor less than 550 square feet in the case of a one and one-half, two or two and one-half story structure.

(h) No person of any race other than the Caucasian Race shall use or occupy any building or any lot, except that this Covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

(i) These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1966, at which time said Covenants shall be automatically extended for successive periods of 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.

(j) 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 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.

(k) 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.

Signed: Albert K. Jensen

Acknowledged March 17, 1941 by Albert K. Jensen, as his free act and deed before John J. McInerney, Notary Public, Laramie County, Wyoming. (Notarial Seal) Commission expires September 21, 1942.

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