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Book 548  
Page 21  
Restrictions violate 42 USC 3604(c)

Reception Number 669203  
Recorded April 26, 1954 at 11:58 o'clock a.m.

**DECLARATION OF PROTECTIVE COVENANTS**

FOR

**ROSE ELLA ADDITION TO THE CITY OF CHEYENNE**

KNOW ALL MEN BY THESE PRESENTS: That all lots and blocks of Rose Ella Addition to the City of Cheyenne, a subdivision of the Southeast Quarter of the Southwest Quarter of Section 5, Township 13 North, Range 66 West of the 6th P. M., Laramie County, State of Wyoming, as said addition appears on the plat thereof which is on file in the office of the County Clerk of said county, are now owned and held subject to the restrictions, conditions and covenants contained in this declaration by Milton V. Nation, Clifford F. Vosler and Aletha Vosler, husband and wife; John M. Maraldo and Margaret E. Maraldo, husband and wife, Samuel Hoffman, a single man, Fred W. Hoffman and Renora R. Hoffman, husband and wife.

and said owners do covenant that subsequent conveyance of said lots and blocks shall be made subject to the following covenants and restrictions.

1. All lots in said Rose Ella Addition shall be residential lots except Lots 11 and 12 in Block 5 and Lots 11 and 12 in Block 6, which lots so numbered shall be business lots in which there shall be permitted retain business only, except that apartment houses may be erected thereon. No building shall be erected, altered, placed, or permitted to remain on a residential lot other than detached one story one-family dwelling and one story two-family duplex units. Residential lots may have garages constructed thereon for not more than two cars.
2. 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.
3. On lots less than fifty five feet in width, no dwelling for one family shall be permitted unless it shall have not less than 720 square feet, exclusive of porches and garages, on the ground floor of the main structure; on lots more than fifty five feet in width, no dwelling for one family shall be permitted unless it shall have not less than 850 square feet, exclusive of porches and garages on the ground floor of the main structure; and no two-family duplex units shall be permitted unless each unit shall have not less than 650 square feet, exclusive of porches and garages, on the ground floor of the main structure of each unit.
4. 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.



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5. No building shall be located on any residential lot nearer than twenty feet from the front line, or nearer than ten feet from any side street line, except that on all lots abutting collector and arterial streets no dwelling shall be located nearer than twenty feet and twenty feet respectively to the street property lines of said street, nor shall any building be located on a residential lot nearer than five feet from an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located forty feet or more from the minimum building setback line. No building shall be located on any interior residential lot nearer than fifteen feet from the rear lot line. For the purposes of this covenants, 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.
  6. No dwelling shall be erected or placed on any lot, having a width of less than forty-five feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 4950 square feet.
  7. Easement are reserved as follows:  
To the United States of America to construct, operate and maintain an electric transmission lines with poles, cross arms, cables, wires, guys, supports, fixtures and devices, through, over and across the aforesaid property. The easement is recorded at Book 376, Page 332, of the Laramie County Recorder's Office. The easement does not limit the location of the crossing.
  8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.
  9. 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.
  10. The architectural control committee hereinbefore referred to is composed of the following:  
Milton V. Nation  
Samuel Hoffman  
Charles Fay Wittmer
- 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 representative 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 to withdraw from the committee or restore to it any of its powers and duties.

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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.

11. No sign 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 five 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.
12. 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.
13. 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 that they are not kept, bred or maintained for any commercial purpose.
14. No lot shall be used or maintained as a dumping ground for rubbish. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
15. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State of Wyoming. Approval of such system as installed shall be obtained from such authority.
16. 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 shall be by proceeding 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. 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.

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THE STATE OF WYOMING )  
  )SS  
COUNTY OF LARAMIE     )

On this 2nd day of April, 1954, before me personally appeared Milton V. Nation, Clifford F. Vosler and Aletha Vosler, husband and wife; John M. Maraldo and Margaret E. Maraldo, husband and wife, Samuel Hoffman, a single man, Fred W. Hoffman and Renora R. Hoffman, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My commission expires 2nd day of March, 1957.

NOTARIAL SEAL AFFIXED.

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C. O. Schlytern  
Notary Public

Milton V. Nation

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Clifford F. Vosler

Fred W. Hoffman

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Aletha Vosler

Renora R. Hoffman

\_\_\_\_\_  
John M. Maraldo

Samuel Hoffman

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Margaret E. Maraldo