



First American Title™

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BOOK 534
PAGE 462

RECORDED: June 4, 1953
RECEPTION No. 635243

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, RUTH E. WRIGHT AND CHARLES E. WRIGHT, wife and husband, being the present owners in fee of Ruth Addition to the City of Cheyenne, Laramie County, Wyoming, do hereby covenant and agree that all of the said Addition and all Lots therein are held subject to and with the benefit of all the restrictions, conditions, covenants, charges, 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 the covenants and restrictions hereinafter set forth.

Said Covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless by unanimous vote 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, assigns, or successors in interest, 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 situate in the development or subdivision to prosecute any proceedings at law and 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.

1. All lots in said tract shall be known and described as retail business lots and no business, the majority of the operation of which is in retail trade, shall be prohibited thereon.

2. Non-business use, for either single family or multiple housing residences or apartments, shall be permitted at the option of the owner of any lot, but such use by one or more owners shall not create any right to prohibit business use of other lots as set forth in paragraph 1, hereof.

3. No trailer, basement, tent, shack or temporary building shall be erected, permitted or occupied on any lot, except in connection with and only for use during construction of permanent improvements.

Dated this 3rd day of June, 1953.

Signed, Sealed and Delivered in the presence of:

Allen A. Pearson

Ruth E. Wright

Charles E. Wright

