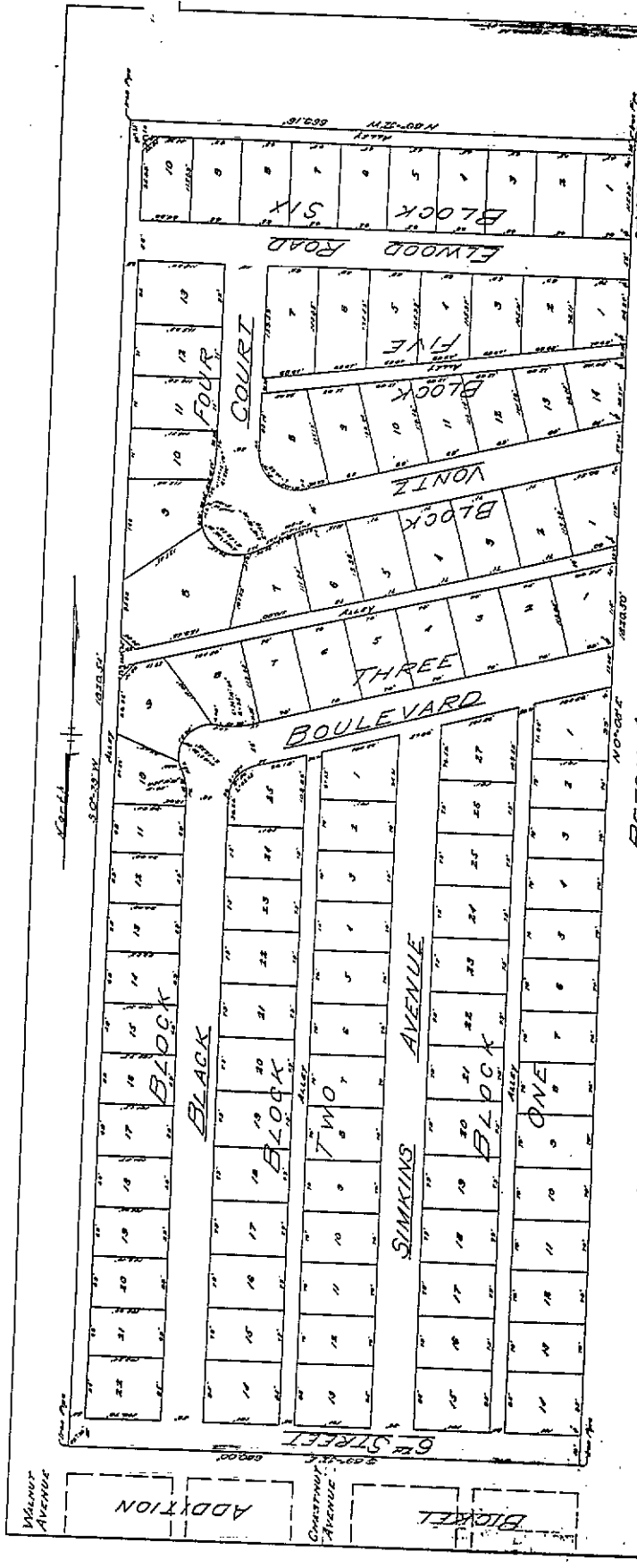




First American Title™

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Notes: All curved distances are one length.

74 57
DAVIS ADDITION
 74 57
PINE VIEW ADDITION
 74 57

ENGINEER'S CERTIFICATE

I, Wm. H. Davis, a duly licensed Professional Engineer of the State of Wyoming, do hereby certify that the above plat is a true and correct copy of the original plat as the same appears on file in my office, and that the same conforms to the provisions of the laws of the State of Wyoming relating to the subdivision of land. Witness my hand and seal at Cheyenne, Wyoming, this 15th day of January, 1921.

Wm. H. Davis
 Professional Engineer
 Cheyenne, Wyoming

74 57
ADDITION

DEDICATION

Now off use by the owners, and I, Wm. H. Davis, President of the Board of Trustees of the Lawrence County Board of Trustees, do hereby certify that the above plat is a true and correct copy of the original plat as the same appears on file in my office, and that the same conforms to the provisions of the laws of the State of Wyoming relating to the dedication of land to the use of the public. Witness my hand and seal at Cheyenne, Wyoming, this 15th day of January, 1921.

Wm. H. Davis
 President of the Board of Trustees
 Cheyenne, Wyoming

74 57
PINE VIEW ADDITION
 74 57

APPROVAL

Approved by the Board of Trustees of Lawrence County, Wyoming, this 15th day of January, 1921.

Wm. H. Davis
 Board Clerk

Witnessed by me, Wm. H. Davis, County Clerk of Lawrence County, Wyoming, this 15th day of January, 1921.

Wm. H. Davis
 County Clerk

ACKNOWLEDGEMENT

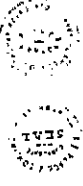
I, Wm. H. Davis, do hereby certify that the above plat is a true and correct copy of the original plat as the same appears on file in my office, and that the same conforms to the provisions of the laws of the State of Wyoming relating to the acknowledgment of a plat. Witness my hand and seal at Cheyenne, Wyoming, this 15th day of January, 1921.

Wm. H. Davis
 County Clerk

SIMKINS-BLACK SUBDIVISION

TOWN OF PINE BLUFFS, LAWRENCE COUNTY, WYOMING

State 1920



DECLARATION OF PROTECTIVE COVENANTS

SIMKINS BLACK ADDITION, FILING NO. 1, AN ADDITION
TO THE TOWN OF PINE BLUFFS, LARAMIE COUNTY, WYOMING.

T. P. BLACK & SON, INCORPORATED,
A WYOMING CORPORATION

to

THE PUBLIC

KNOW ALL MEN BY THESE PRESENTS, That all lots and blocks of Simkins Black Addition, Filing No. 1, an Addition to the City of Pine Bluffs, Laramie County, Wyoming, as said Addition appears on the plat thereof, which is on file in the Laramie County Clerk, and are now owned and held subject to the restrictions, conditions and covenants contained in this declaration by T. P. Black & Son, Inc. a Wyoming corporation, and said owners do hereby covenant and agree that any subsequent grants of any lots and blocks of said Simkins Black Addition, Filing No. 1, shall be made subject to the covenants and restrictions hereinafter set forth.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars. No building of any kind shall be moved onto the above tracts.

2. ARCHITECTURAL CONTROL. 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. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00, based upon levels prevailing on the date these covenants are recorded, it being the intention and purposes of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 864 square feet for a one-story dwelling and 700 square feet for a one and one half story dwelling.

4. BUILDING LOCATION. No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 55 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, 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. In the 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 25 feet and the setback line at the side of the lot shall be 25 feet.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5000 square feet.

6. NUISANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. **TEMPORARY STRUCTURES.** 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, except for lumber shed, shop, office building and one-trailer house during construction period.
8. **OIL AND MINING OPERATIONS.** 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.
9. **FENCES.** Yard fences, walls, or hedges, may extend only from the rear of any lot to the front or side setback line, and there shall be no front yard fencing.
10. **LIVESTOCK, AND POULTRY.** 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 they are not kept, bred, or maintained for any commercial purpose.
11. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
12. **SIGNS.** No signs 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 5 square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.
13. **MEMBERSHIP.** The architectural control committee is composed of John W. Black, Ronald M. Vontz, Raymond W. Woods, and T. P. Black, all of Cheyenne, Wyoming. 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.
14. **PROCEDURE.** The committee's approval or disapproval as required in these covenants shall be 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. This failure shall in no way relieve the owner or the builder from his legal responsibility to comply with the covenants, conditions, restrictions contained herein.
15. **TERM.** 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.
16. **ENFORCEMENT.** Enforcement shall be by proceedings 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.

Signed at Cheyenne, Wyoming, this 17th day of January, 1961.

T. P. BLACK AND SON, INC.

By John W. Black, President

Attest: C. N. Bloomfield, Jr.
Secretary.

(CORPORATE SEAL)

Acknowledged January 17, 1961, by John W. Black, President of said Corporation, by authority of its Board of Directors, before Claude E. Morrow, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires December 19, 1964.

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Recorded January 23, 1961 at 4:38 P.M.
Reception No. 928689

DECLARATION OF PROTECTIVE COVENANTS

SIMKINS BLACK ADDITION, FILING NO. 1, an ADDITION
TO THE TOWN OF PINE BLUFFS, LARAMIE COUNTY, WYOMING.

T. P. BLACK & SON, INCORPORATED,
A WYOMING CORPORATION

to

THE PUBLIC

KNOW ALL MEN BY THESE PRESENTS, That all lots and blocks of Simkins Black Addition, Filing No. 1, an Addition to the City of Pine Bluffs, Laramie County, Wyoming, as said Addition appears on the plat thereof, which is on file in the Laramie County Clerk, and are now owned and held subject to the restrictions, conditions and covenants contained in this declaration by T. P. Black & Son, Inc. a Wyoming corporation, and said owners do hereby covenant and agree that any subsequent grants of any lots and blocks of said Simkins Black Addition, Filing No. 1, shall be made subject to the covenants and restrictions hereinafter set forth.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars. No building of any kind shall be moved onto the above tracts.

2. ARCHITECTURAL CONTROL. 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. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00, based upon levels prevailing on the date these covenants are recorded, it being the intention and purposes of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 864 square feet for a one-story dwelling and 700 square feet for a one and one half story dwelling.

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13. **MEMBERSHIP.** The architectural control committee is composed of John W. Black, Ronald M. Vontz, Raymond W. Woods, and T. P. Black, all of Cheyenne, Wyoming. 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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Signed at Cheyenne, Wyoming, this 17th day of January, 1961.

T. P. BLACK AND SON, INC.

By John W. Black, President

Attest: C. N. Bloomfield, Jr.
Secretary.

(CORPORATE SEAL)

Acknowledged January 17, 1961, by John W. Black, President of said Corporation, by authority of its Board of Directors, before Claude E. Morrow, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires December 19, 1964.

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