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SURVEYOR'S CERTIFICATE

The State of Wyoming }
County of Laramie } ss
I, Malcolm D. Martin, of Cheyenne, Wyoming, hereby certify that this plat of SPICER ADDITION, FIRST FILING, was made from a true and correct survey made by me or under my direction and supervision, and that the same is in accordance with the laws, blocks, streets and alleys as shown on the ground, and that the block corners and iron spikes set at all other lot corners and that the land embraced in this subdivision is all of Tract 12, Storey Acres, Laramie County, Wyoming.

Malcolm D. Martin
Wyb. Exp. No. 328

DEDICATION

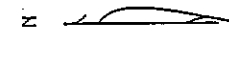
Know all men by these presents, that DONALD S. GROSS, VARIO R. GROSS, WILLIAM E. WELTER and BIRDA WALKER, owners in fee simple of the land embraced in the SPICER ADDITION, FIRST FILING, do hereby declare the subdivision of said land, as appears on this plat, to be their free act and deed and in accordance with their desires and do hereby dedicate to the use of the public forever all of the streets and alleys shown thereon.

Witness *D. S. Gross*
Witness *V. R. Gross*
Witness *W. E. Welter*
Witness *B. Walker*

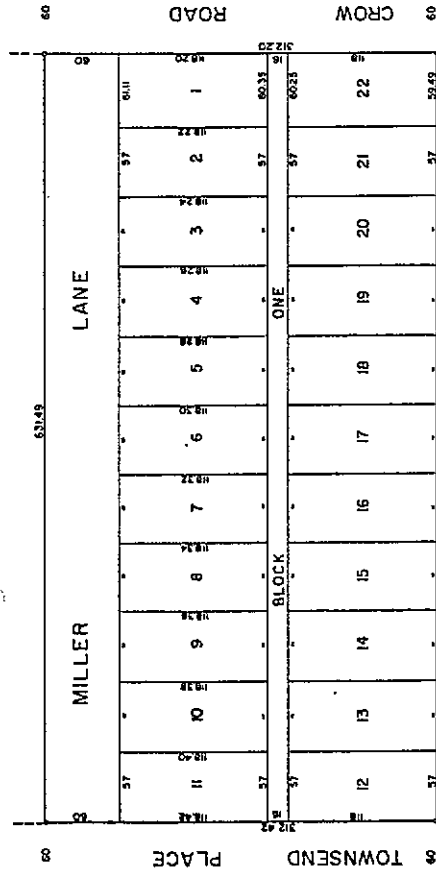
ACKNOWLEDGEMENT

The State of Wyoming }
On this 12th day of March, A.D. 1960, before me, a Notary Public in and for the State of Wyoming, personally appeared DONALD S. GROSS, VARIO R. GROSS, WILLIAM E. WELTER and BIRDA WALKER, to me known to be the persons who executed the within and foregoing dedication and acknowledged said instrument to be their free act and deed and for the purpose therein set forth in Witness Whereof I have hereunto set my hand and affixed the seal of my office this day and year first above mentioned.

My commission expires *April 1, 1961*
D. F. [Signature]
Notary Public,
Laramie County, Wyoming



NN19227



APPROVALS

Approved by the City Commission of the City of Cheyenne, Laramie County, Wyoming this 22nd day of April, A.D. 1960.
[Signature]
City Clerk

Approved by the Board of County Commissioners of Laramie County, Wyoming this 1st day of April, A.D. 1960.
[Signature]
County Clerk

VALLEY AVENUE
HAMILTON AVENUE
SPRING

STREET ADDITION

SPICER ADDITION, FIRST FILING
City of Cheyenne
A Subdivision of Tract 12, Storey Acres
Laramie County, Wyoming
State T' = 50'
March, 1960

Number 1

706-3/8

H. B. Whittmore et al

to

The Public

Recites:

* DECLARATION OF PROTECTIVE
* COVENANTS

* Dated May ____, 1961

* Recorded May 15, 1961

* at 11:40 A.M.



H. B. Whittmore and James P. Federer, dba Town and Country Builders, Inc., Darrell S. Grace and Verda R. Grace, William E. Weller and Billye W. Weller, Jean S. Ogren and Sylvia G. Ogren, Eugene S. Davis and M. Maxeene Davis, Arnold M. Dordahl and Ellamarie K. Dordahl, John M. Dougherty and Myrtle J. Dougherty, Cheyenne Federal Savings and Loan Association, Capitol Savings and Loan Association, and the Prudential Insurance Company of America,

TO: The Public.

KNOW ALL MEN BY THESE PRESENTS: The Undersigned, being the present owners of all the lots and mortgages in Spicer Addition, a subdivision of Tract 12, Storey Acres, in Laramie County, Wyoming, do hereby covenant and agree that all of the lots in said Spicer Addition are held subject to and with the benefit of all the restrictive conditions, covenants and charges contained in these Declaration of Protective Covenants; 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:

A. RESIDENTIAL COVENANTS: All lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, and a private garage for not more than two cars.

B. LOT AREA: No structure shall be erected or placed on any lot or plot which lot or plot has an area of less than six thousand (6,000) square feet.

C. ARCHITECTURAL CONTROL AND COMMITTEE: 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. Yard fences, wall or hedges may extend only from the rear of the lot to the rear of the house thereon; and there shall be no front yard fencing, walls or hedges. The Architectural Control Committee is composed of Darrell S. Grace, William E. Weller, and James F. Woodson, each 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 representatives 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 restrict to it any of its powers and duties. 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 thirty (30) days after plans and specifications have been submitted, the failure of such representative to approve or disapprove any proposed building plan shall not in any way relieve the owner or the builder from his legal responsibilities to comply with the covenants, conditions and restrictions contained herein.

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CHEYENNE ABSTRACT AND TITLE COMPANY

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MAY 15 1961
CITY OF CHEYENNE

RECORDS VALUE 42 U.S. 500-0.

D. BUILDING LOCATION: No building shall be located on any lot nearer than 25 feet to the front lot line, nor nearer than 12 feet to any side street line. No dwelling or other structure on a residential lot shall be located nearer than five feet to any side lot line. No part of an ash pit or incinerator shall be more than 10 feet from an alley. The front of any residence shall be no further than 40 feet from the front lot line. In the event a dwelling is turned on a corner lot to face the side street, the minimum setback from each street lot line shall be 25 feet.

E. LOT WIDTH: No residential structure shall be erected or placed on any lot or plot which has a width of less than 57 feet at the front building setback line and if said lot or plot is on the corner of two intersecting streets, the front shall be the portion facing the street on which the contiguous lots of the block face.

F. NUISANCES, TRADES, AND PROFESSIONS: No obnoxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

G. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other building shall be used on any lot at any time as a residence either temporary or permanent. All construction shall be new and no building may be moved on to any lot from outside this subdivision.

H. ANIMALS: 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.

I. MINIMUM DWELLING SIZE: No one story dwelling having less than 900 square feet of floor space exclusive of the basement shall be permitted on any lot or plot in the subdivision. No dwelling of more than one story having less than 1100 square feet of floor surface exclusive of the basement shall be permitted on any lot or plot in the subdivision.

J. EXTERIOR CONSTRUCTION: At least 80% of the exterior surface of each house and other structures must be finished in brick, brick veneer or natural stone. No other material or any substitute being premitted.

K. CURB, GUTTER AND SIDEWALK: All curbing and gutter shall be according to specifications of the City of Cheyenne. All sidewalks other than those leading to or about a residence shall join the curb and be not less than 42 inches wide.

L. DRIVEWAYS: All driveways to car ports or garages shall be built and located as agreed upon or specified by the building committee.

M. PLUMBING AND SEWAGE DISPOSAL: All residential buildings shall be constructed so that all water, plumbing, and sewage disposal lines shall be connected to city water and sewage lines.

N. OIL AND MINING OPERATIONS: No oil drilling, oil development operations of any nature, 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.

O. GENERAL PROVISIONS:

1. 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 thirty (30) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.



Number 1
Continued
706-3/8

2. 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, or both.

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

Dated: May , 1961.

Signed: Darrell S. Grace	Verda R. Grace
William E. Weller	Billye W. Weller
Jean S. Ogren	Sylvia G. Ogren
Eugene S. Davis	M. Maxeene Davis
Arnold M. Dordahl	Ellamarie K. Dordahl
John M. Dougherty	Myrtle J. Dougherty

Signed: CHEYENNE FEDERAL SAVINGS AND LOAN ASSOCIATION
 By: Martin Petersen, Vice President
 Attest: Kenneth B. Cyrus, Secretary

(Corporate Seal)

Signed: CAPITOL SAVINGS AND LOAN ASSOCIATION
 By: David D. Hill, Executive Vice Pres.
 Attest: Betty Wallace, Asst. Secretary

(Corporate Seal)

Signed: Town and Country Builders, Inc.
 By: H. B. Whittmore
 James P. Federer
 Attest: Lisa M. Kauth (Witness)

(Corporate Seal)

Acknowledged May 1, 1961, by H. B. Whittmore, James P. Federer, Darrell S. Grace and Verda R. Grace, William E. Weller and Billye W. Weller, Jean S. Ogren and Sylvia G. Ogren, Eugene S. Davis and M. Maxeene Davis, Arnold M. Dordahl and Ellamarie K. Dordahl, John M. Dougherty and Myrtle J. Dougherty, before J. F. Woodson, a Notary Public in Laramie County, Wyoming.
 (Notarial Seal) Commission expires April 3, 1965.

Acknowledged May 1, 1961, by Martin Petersen, Vice President of Cheyenne Federal Savings and Loan Association, in behalf of said corporation by authority of its board of directors, before Hazel S. Weppner, a Notary Public in Laramie County, Wyoming.
 (Notarial Seal) Commission expires March 1, 1964.

Acknowledged May 1, 1961, by David D. Hill, Executive Vice President of Capitol Savings and Loan Association, in behalf of said corporation by authority of its board of directors, before A. M. Shaffer, a Notary Public in Laramie County, Wyoming.
 (Notarial Seal) Commission expires March 10, 1963.

