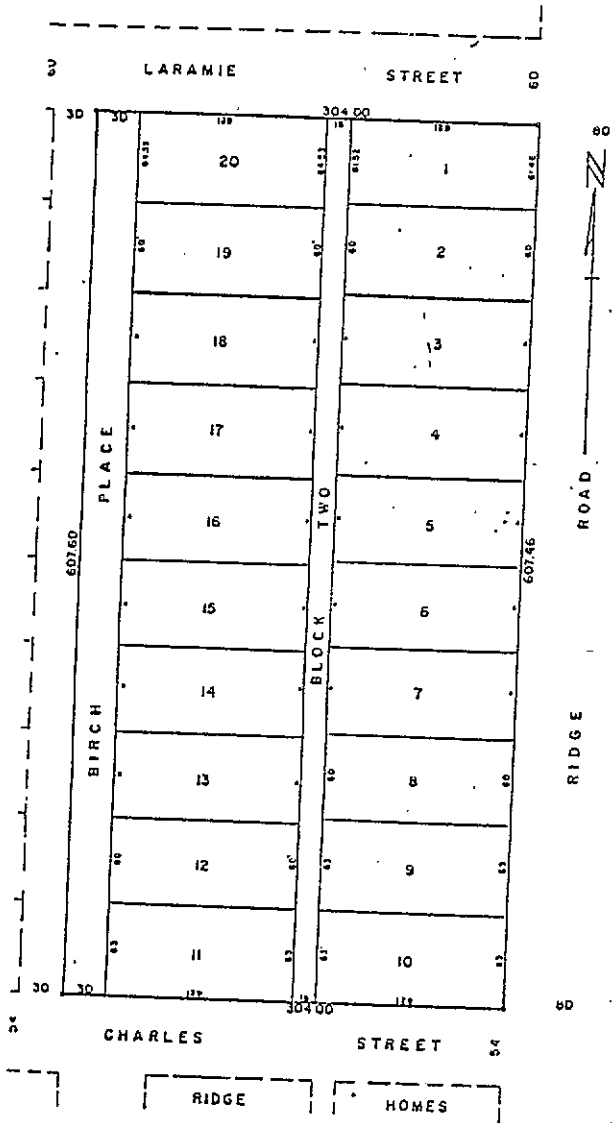




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ENGINEER'S CERTIFICATE

The State of Wyoming } ss
 County of Laramie
 I, Malcolm D. Martin, of Cheyenne, Wyoming, hereby certify that this plat of STADIUM VIEW ADDITION, SECOND FILING, was made from notes taken during an actual survey made under my direction in June, 1960; that it accurately represents the lots, blocks, streets and alleys as marked on the ground by iron pipe set at all block corners and iron spikes set at all other lot corners; that the land embraced in this subdivision is all of Tracts 3 and 4, Sunnyside Addition, Third Filing, Laramie County, Wyoming.

Malcolm D. Martin
 Wyo. Reg. No. 228

DEDICATION

Know all men by these presents, that J. Roehl Wright, Vinnie Wright, Larry J. Wright, Helen J. Wright and A. Bregman, owners in fee simple of the land embraced in this plat and description of STADIUM VIEW ADDITION, SECOND FILING, do hereby declare and in accordance with their desires, and do hereby dedicate to the use of the Public forever all of the streets and alleys shown hereon.

Witness *J. Roehl Wright*
 Witness *Vinnie Wright*
 Witness *Larry J. Wright*
 Witness *Helen J. Wright*
 Witness *A. Bregman*

ACKNOWLEDGEMENT

The State of Wyoming } ss
 County of Laramie
 On this 14 day of June, 1960, before me, a Notary Public in and for the State of Wyoming, personally appeared J. Roehl Wright, Vinnie Wright, Larry J. Wright, Helen J. Wright and A. Bregman, to me known to be the persons described in and who executed the within and foregoing Dedication and acknowledged said instrument to be their free act and deed and for the purpose therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed the seal of my office this day and year first above written.
 My commission expires April 11, 1964
Archie F. Hansen
 Notary Public
 Residing at Cheyenne, Wyoming

APPROVALS

Approved by the City Commission of the City of Cheyenne this 14 day of June, A.D. 1960.
 Attest *Walter J. Stone*
 City Clerk
 Mayor
 Approved by the Board of County Commissioners of Laramie County, Wyoming this 14 day of June, A.D. 1960.
 Attest *Ray C. Cruse*
 County Clerk
 Chairman of the Board

STADIUM VIEW ADDITION, SECOND FILING

A Subdivision of Tracts 3 and 4
 Sunnyside Addition, Third Filing
 Laramie County, Wyoming

Scale 1" = 50'
 June, 1960



Number 44 J. Roehl Wright, et al

to

690-183/85 The Public

* DECLARATION OF PROTECTIVE
* COVENANTS

* Dated October 17, 1960

* Recorded October 20, 1960
* at 4:55 P.M.

Recites:

WHEREAS, J. Roehl Wright, Vinnie Wright, Larry J. Wright, Helen I. Wright, and Aaron Bregman are the owners of Stadium View Addition, Second Filing, subdivision of Tracts 3 and 4, in Sunnyside Addition, Third Filing, being a subdivision of the South Half of the North Half of the Southwest Quarter of Section 27, Township 14 North, Range 66 of the 6th P.M., County of Laramie, State of Wyoming, and

WHEREAS, they desire to establish in said Addition and exclusive residential district wherein the construction and use of dwelling houses shall conform to certain minimum requirements, and each home owner, in consideration of his compliance with such requirements, shall be protected against violation thereof by any other home owner:

NOW, THEREFORE, in consideration of the premises the undersigned do hereby impose upon Block 2 of Stadium View Addition, Second Filing, Laramie County, Wyoming, the following protective covenants and restrictions, to-wit:

1. Upon all lots in Block 2, Stadium View Addition, Second Filing, Laramie County, Wyoming, no lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot, other than one or two family dwellings not to exceed two-(2) stories in height and a private garage for not more than three cars.

2. No building shall be erected, placed or altered on any building plot in said Addition 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 J. Roehl Wright, Vinnie Wright, Aaron Bregman, and Ellen J. Bregman, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to appoint an additional committee member to fill said vacancy, who shall be a property owner in said Addition. Said committee, either the survivors or the committee with the newly appointed member, shall have full authority to approve or disapprove such design and location within 30 days after said plans and said specifications 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 representatives, 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 on and after July 1, 1965. 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.

Reservations indicated a reference
to the original of Declaration filed
on 10/20/60, 10/20/60, 10/20/60
and status of record 690-183/85
were deleted to the extent such
reservations volume 42 LSC 350-40.



3. No building shall be located on any residential plot nearer than 20 feet to the front lot line nor nearer than 10 feet to any side street line, nor nearer than 5 feet to any interior side lot line. No building except a detached garage located 75 feet or more from the front lot line shall be located nearer than 3 feet to any side lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose 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 five feet greater than the setback of the adjoining house, and the setback line on the side street shall be 25 feet.
4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5000 square feet or a width of less than 55 feet at the front building setback line.
5. No store, shop, repair shop, storage or repair garage, restaurant, dance hall or other public place of amusement, or any similar business or commercial enterprise shall be carried on or conducted upon any lots in said addition, nor shall anything be done on any of said lots which may be an annoyance or nuisance to the neighborhood.
6. 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.
7. No dwelling costing less than \$8,500.00 according to cost analysis of the Federal Housing Administration as of July 1, 1960, shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 750 square feet in the case of one-story structure, not less than 700 square feet in the one and one-half story structure, said residential structures shall consist and be erected with a frame, brick or masonry exterior.
8. Yard fences may extend only from the rear of any lot to the rear of the house thereon, and there shall be no front yard fencing.
9. No noxious or offensive activity or trade shall be carried on upon any lot in said Addition.
10. 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.
11. 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.
12. All construction shall be of new material.
13. These covenants are torun with the land and shall be binding on all parties and all persons claiming under them until July 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten (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.



Number 44
continued
690-183/85.

14. 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 from such violation.

15. 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.

Dated this 17th day of October, 1960.

Signed: J. Roehl Wright
Vinnie Wright
Helen I. Wright
Larry J. Wright
A. Bregman

Acknowledged October 17, 1960 before Joyce L. Gray, a
Notary Public in Laramie County, Wyoming. (Notarial Seal)
Commission expires May 2, 1961.





The undersigned, being all the owners of record of those lands within Stadium View Addition, Second Filing, an Addition to the City of Cheyenne, a subdivision of Tracts 3 and 4, in Sunnyside Addition, Third Filing, which is a subdivision of the S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 27, Township 14 North, Range 66 West of the 6th P. M., Laramie County, State of Wyoming, in consideration of the release and waiver herein given one to the other, do hereby mutually agree as follows:

WITNESSETH:

1. That each of the undersigned do hereby for themselves, their heirs, administrators, executors and assigns, and with each, waive, relinquish, remove and cancel forever that restrictive covenant contained in the warranty deed dated February 6, 1950, recorded in Book 586 at page 279 wherein Frank R. Dildine and Mary C. Dildine, husband and wife, are the named grantors, and J. Roehl Wright and Vinnie Wright, husband and wife, are the named grantees, and which restrictive covenant reads as follows:

No person of any other race than the Caucasian shall own, lease or occupy the said premises, provided however, that persons of a different race may be employed and domiciled with an owner and tenant.

It is expressly understood and agreed by the undersigned that all other covenants and restrictions contained in said warranty deed are to remain in full force and effect.

Dated this 17th day of October, 1960.

Signed: J. Roehl Wright
Vinnie Wright
Helen I. Wright
Larry J. Wright
A. Bregman

THE STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

On this 17th day of Oct., 1960, before me personally appeared J. Roehl Wright, Vinnie Wright, Helen I. Wright, Larry J. Wright and A. Bregman, 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, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 17th day of Oct., 1960.

Notarial Seal
My Commission expires:
May 2, 1961.

Signed: Joyce L. Gray
Notary Public

* * * * *

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Resistors violating a restrictive
covenant or Commission based
on race, color, religion, sex, handicap,
birth date or record may be
penalty thereof to the extent such
restriction is in the 42 USC 3604(c).