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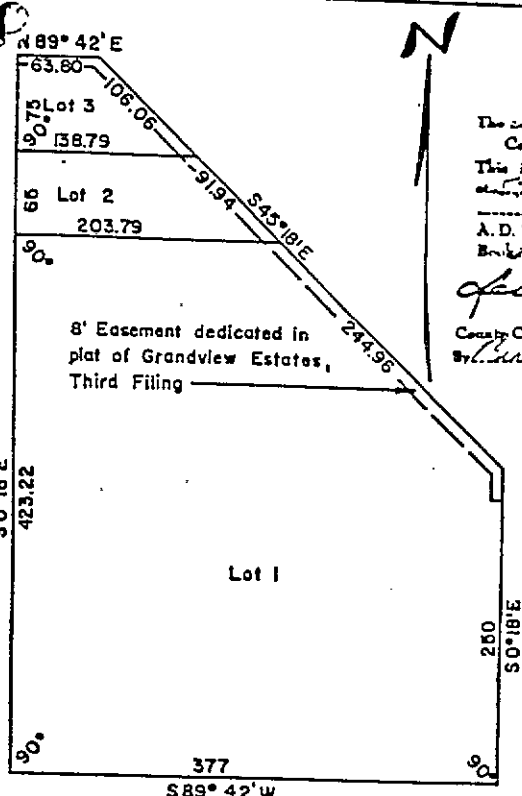
29066

DEDICATION

Know all men by these presents that Grandview Estates, Inc., James P. Federer, M.V. Federer, and Walter C. Urbigkit Jr. owners in fee simple of the land embraced in this plat and description of URBIGKIT SUBDIVISION OF LOT 19, BLOCK 8, GRANDVIEW ESTATES, THIRD FILING, does hereby declare the subdivision of said land as appears on this plat to be their free act and deed and does hereby dedicate to the use of the public forever all of the streets, alleys and easements shown hereon, and that the above said Corporation acting through its Board of Directors has caused this dedication to be signed by its president and attested by its secretary.

GRANDVIEW ESTATES, INC.
James P. Federer
President
Attest: *Walter C. Urbigkit Jr.*
Secretary

James P. Federer
Walter C. Urbigkit Jr.
M.V. Federer



The State of Wyoming }
County of Laramie }
This instrument was filed for record
at _____ o'clock _____
A.D. 19____ and duly recorded in
Book _____ page _____
John R. ...
County Clerk & Ex. Officer

ENGINEER'S CERTIFICATE

State of Wyoming }
County of Laramie }
W.B. Woodward, a registered Professional Engineer and Land Surveyor in state of Wyoming do hereby certify that this map of URBIGKIT SUBDIVISION OF LOT 19, BLOCK 8, GRANDVIEW ESTATES, THIRD FILING, City of Cheyenne, Laramie County, Wyoming was made from notes taken during an actual survey made by me in December 1963 and that it shows accurately the lots as monumented on the ground by iron pipe at all lot corners and that the land embraced in this subdivision is Lot 19, Block 8, Grandview Estates, Third Filing, a subdivision of part of the SE 1/4, NE 1/4, Section 34, T14N, R66W, 6th R.M. Laramie County, Wyoming.

W.B. Woodward
Engineer
WAYNE B. WOODWARD
LICENSE NO. 538
PROFESSIONAL ENGINEER - LAND SURVEYOR
STATE OF WYOMING

Scale: 1" = 100'

December 1963

ACKNOWLEDGEMENT

State of Wyoming }
County of Laramie }
On this 3rd day of Jan, 1964, before me, a Notary Public in and for the state of Wyoming, personally appeared James P. Federer, M.V. Federer and Walter C. Urbigkit Jr. 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 the free act and deed of said Corporation, for the purposes therein mentioned. In witness whereof, I have hereunto set my hand and affixed the seal of my office the day and year first above written.
My Commission expires Sept 25, 1965
Arvin J. Magallon
Notary Public
Residing at Cheyenne, Wyo.

APPROVALS

Approved by the City Commission of the City of Cheyenne this 13th day of January, 1964
Attest: *Virawit Rodin* City Clerk
Bill Winters Mayor
Approved by the Board of County Commissioners of Laramie County, Wyoming this 7th day of January, 1964
Attest: *John R. ...* County Clerk
L.M. ... Chairman
URBIGKIT SUBDIVISION
OF LOT 19, BLOCK 8, GRANDVIEW ESTATES, 3rd FILING
City of Cheyenne, Laramie County, Wyoming



Restrictions including a prohibition
on race, color, religion, sex,
familial status, or national origin
hereby dictated to the extent such
restrictions violate 42 U.S.C. § 3604.

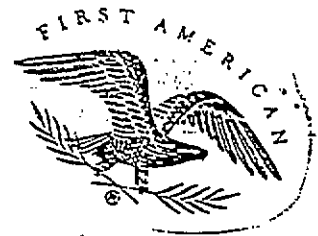
THE STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

GRANDVIEW ESTATES, INC.

TO THE PUBLIC:

DATED:
June 12, 1962

DECLARATION OF PROTECTIVE
COVENANTS



The undersigned, being the owners in fee simple of the following described property situate in Laramie County, Wyoming, to-wit:

Blocks 6 and 7, Lots 1 through 17, inclusive, Block 8 and Lots 13 through 22, inclusive, Block 9, Grandview Estates, Third Filing, Laramie County, Wyoming.

do hereby make this declaration of protective covenants applicable to all of said described property.

1) 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-family dwellings not to exceed two stories in height and a private garage 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 location with respect to topography and finish grade elevations. All construction shall be new and no buildings or building may be moved from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing.

3) With reference to Lots 1 through 17, inclusive, Block 8 and Block 7 and Block 6, no dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porches and garages, shall be less than 900 square feet or 720 square feet in a story and one half structure with 1,000 square feet of finished living area, or 530 square feet in a two story structure with 1,000 square feet of finished living area, and all structures shall be constructed of at least 50% brick, masonry or comparable building material.

With reference to Lots 13 through 22, Block 9, no dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porches and garages, shall be less than 720 square feet or 600 square feet in a story and one half structure with 900 square feet of finished living area, or 530 square feet in a two story structure with 900 square feet of finished living area, and all structures shall be constructed of at least 50% brick, masonry or comparable building material.

4) No buildings shall be located on any lot nearer than 25 feet to the front lot line or nearer than 7½ feet to any side street line, and no building shall be located nearer than 3 feet to an interior

lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. In the event that a house is turned on a corner lot to face the side street, the set-back at the front of the lot shall be 25 feet, and the set-back line on the side street shall be 25 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5) No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet.

6) Easements and/or alleys for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

7) No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or a nuisance to the neighborhood.

8) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot 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, nor shall any house trailer be permitted to remain on any lot.

9) No person shall be allowed to keep, breed or raise chickens, turkeys, horses, cows, cattle, sheep or other domestic farm animals, on any lot or erect thereon any building designed to house the same. This restriction shall not be construed to prohibit any person from keeping cats, dogs or other household pets on any lot, providing they are not kept, bred or raised for commercial purposes.

10) The architectural control committee is composed of the following persons: James P. Federer, M. V. Federer and Walter C. Urbigkit, Jr. 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 their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then 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 to restore to the committee any of the powers and duties.

11) The Committee's approval or disapproval as required by 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; the failure of such representative to approve or disapprove any proposed building plans shall not in any way relieve the owners or the builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained herein.



12) 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-five years and 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.

13) 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.

14) Invalidation of any of these covenants by Judgment or Court Order in no way affects any of the other provisions, which shall remain in full force and effect.

15) 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.

16) Entire property described is zoned Residential "A".

DATED this 12 day of June, 1962.

GRANDVIEW ESTATES, INC.

By James P. Federer
President

Attest:

Walter C. Urbiekit
Secretary

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 12th day of June, 1962, before me personally appeared James P. Federer, to me personally known, who, being by me duly sworn, did say that he is the President of Grandview Estates, Inc. and that the seal of said corporation is affixed hereto, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said James P. Federer acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 12th day of June, 1962.

Harold L. Mai
Notary Public

My commission expires: June 11, 1965

FILED FOR RECORD June 13, 1962 and recorded in Book 731, commencing on Page 354.



514

RECEPTION NO. 46932
LETTER R. COPY, E. L. L.

BOOK 793

DECLARATION OF PROTECTIVE COVENANTS



The undersigned, being the owners in fee simple of the following described property situate in Laramie County, Wyoming, to-wit:

The Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12
in Block 9, Grandview Estates, Third Filing, Laramie
County, Wyoming,

do hereby make this declaration of Protective Covenants applicable to all of said described property.

1. 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-family dwellings not to exceed two stories in height and a private garage 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 location with respect to topography and finish grade elevations. All construction shall be new and no buildings or building may be moved from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing.
3. No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porches and garages, shall be less than 800 square feet or 720 square feet in a story and one-half with 1000 square feet of finished living area, or 530 square feet in a two story structure with 1000 square feet of finished living area, and all structures shall be constructed of at least 50% brick, masonry or comparable building material.
4. No buildings shall be located on any lot nearer than 25 feet to the front lot line or nearer than 7 1/2 feet to any side street line, and no buildings 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 45 feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. In the event that a house is turned on a corner lot to face the side street, the set-back at the front of the lot shall be 25 feet; and the set-back line on the side street shall be 25 feet. For the purpose of this covenant eaves, steps and open porches shall not be considered a part of the building provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet.
6. Easements and/or alleys for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
7. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or a nuisance to the neighborhood.
8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot 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, nor shall any house trailer be permitted to remain on any lot.



9. No person shall be allowed to keep, breed or raise chickens, turkeys, horses, cows, cattle, sheep or other domestic farm animals on any lot or erect thereon any building designed to house the same. This restriction shall not be construed to prohibit any person from keeping cats, dogs or other household pets on any lot, providing they are not kept, bred or raised for commercial purposes.

10. The architectural control committee is composed of the following persons: James P. Federer, N. V. Federer and Walter G. Urbigkit, Jr. 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 their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then 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 to restore to the committee any of the powers and duties.

11. The Committee's approval or disapproval as required by 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; the failure of such representative to approve or disapprove, any proposed building plans shall not in any way relieve the owners or the builder from his legal responsibility to comply with the covenants, conditions and restrictions contained herein.

12. 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-five years and 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.

13. 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 the violation or to recover damages.

14. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other covenants or provisions, which shall remain in full force and effect.

15. 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 derricks or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

16. The property described is zoned Residential "A".

Witnessed this 29th day of July, A. D. 1964.

Witnessed by *[Signature]*
Secretary

Witnessed by *[Signature]*
Secretary

Witnessed by *[Signature]*
President

Witnessed by *[Signature]*
Secretary

GRANDVIEW ESTATES, INC.

By *[Signature]*
President

Witnessed by *[Signature]*
Its President

Witnessed by *[Signature]*
Thomas E. Sivils

Witnessed by *[Signature]*
Carol J. Sivils

Witnessed by *[Signature]*
Vincent DePaule Kersey

Witnessed by *[Signature]*
R. Maxine Kersey



THE STATE OF WYOMING)
ss
County of Laramie)

On this 29th day of July, A. D. 1964, before me personally appeared James P. Federer, to me personally known, who being by me duly sworn did say that he is the President of Grandview Estates, Inc and that the seal affixed to said instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said James P. Federer acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 29th day of July, A.D. 1964.

My commission expires June 24, 1967.

THE STATE OF WYOMING)
ss
County of Laramie)

On this 29th day of July, A. D. 1964, before me personally appeared Francis Ferguson, to me personally known and who being by me duly sworn did say that he is the President of Atlas Construction Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Francis Ferguson acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 29th day of July, A.D. 1964.

My commission expires June 24, 1967.

THE STATE OF WYOMING)
ss
County of Laramie)

On this 29th day of July, A. D. 1964, before me personally appeared Thomas E. Sivils and Carol J. Sivils, 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 June 24, 1967.

THE STATE OF WYOMING)
ss
County of Laramie)

On this 29th day of July, A. D. 1964, before me personally appeared Vincent DePaule Kersey and R. Maxine Kersey, 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 June 24, 1967.

Arthur L. Bettis
Notary Public

Arthur L. Bettis
1017 E. Lincoln Way
Cheyenne, Wyo.

Arthur L. Bettis
Notary Public

Arthur L. Bettis
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Cheyenne, Wyo.

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Arthur L. Bettis
Notary Public

Arthur L. Bettis
1017 E. Lincoln Way
Cheyenne, Wyo.

BOOK 793



517

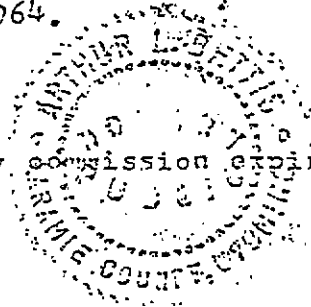
THE STATE OF WYOMING)

SS

County of Laramie)

On this 29th day of July, A. D. 1964, before me personally appeared M. V. Federer, to me personally known, who being by me duly sworn did say that he is the President of Federer Construction Company, a Wyoming Corporation and that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said M. V. Federer acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 29th day of July, A. D. 1964.



Arthur L. Bettis
Notary Public

My commission expires June 24, 1967.

Arthur L. Bettis
1017 E. Lincoln Way
Cheyenne, Wyo.

Notary Public
Cheyenne, Wyo.

RECORDED MAY 12 1970 AT 11:05 O'CLOCK AM
 195940
 RECEPTION NO. _____ JOHN B. HUISMAN, Recorder

BOOK 907

THE STATE OF WYOMING)
) ss
 COUNTY OF LARAMIE)

GRANDVIEW ESTATES, INC.

TO THE PUBLIC:

DATE: 5/12/70

DECLARATION OF PROTECTIVE
 COVENANTS

The undersigned, being the owner in fee simple of the following described property situate in Laramie County, Wyoming, to-wit:

Lots 2 and 3, Urbigkit Subdivision of Lot 19, Block 8, Grandview Estates, Third Filing, as annexed to the City of Cheyenne, Laramie County, Wyoming.

do hereby make this Declaration of Protective Covenants applicable to all of the described property.

1. No lot shall be used except for a one family dwelling residential purpose and no building shall be erected, altered, placed or permitted to remain on any lot other than the unit above authorized and no structure shall exceed two stories in height and a private garage appurtenant thereto.

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 structure, and location with respect to topography and finish grade elevations. All construction shall be new and no buildings or building may be removed from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing. Approval shall be as provided in paragraph 17.

3. Dwelling Quality and Size. No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porch and garage shall be less than 800 square feet or 500 square feet in a story and one-half structure with 900 square feet of finished living area and all structures shall be constructed with at least 20% brick, masonry or comparable building material.

4. Building locations:

(A) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line.





- (B) No building shall be located nearer than 3 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.
- (C) 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.

5. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. Nuisances: 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.

8. Parking and Non-Operative Vehicles and Facilities. Parking of trailer-campers, truck-campers, bus-campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours, when parked on the street in front of a residence or a parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.

9. Signs: 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.

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, shafts, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derricks 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 that they are not kept, bred, or maintained for any commercial purpose.

12. 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 the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. Water Supply: 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 Laramie, Wyoming.

15. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

16. The Architectural Control Committee is composed of the following persons: James P. Federer, M. V. Federer and Walter C. Urbigkit, Jr. 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.

17. Procedure: 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.

18. 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 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.

19. Enforcement: In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area or the architectural control committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to



