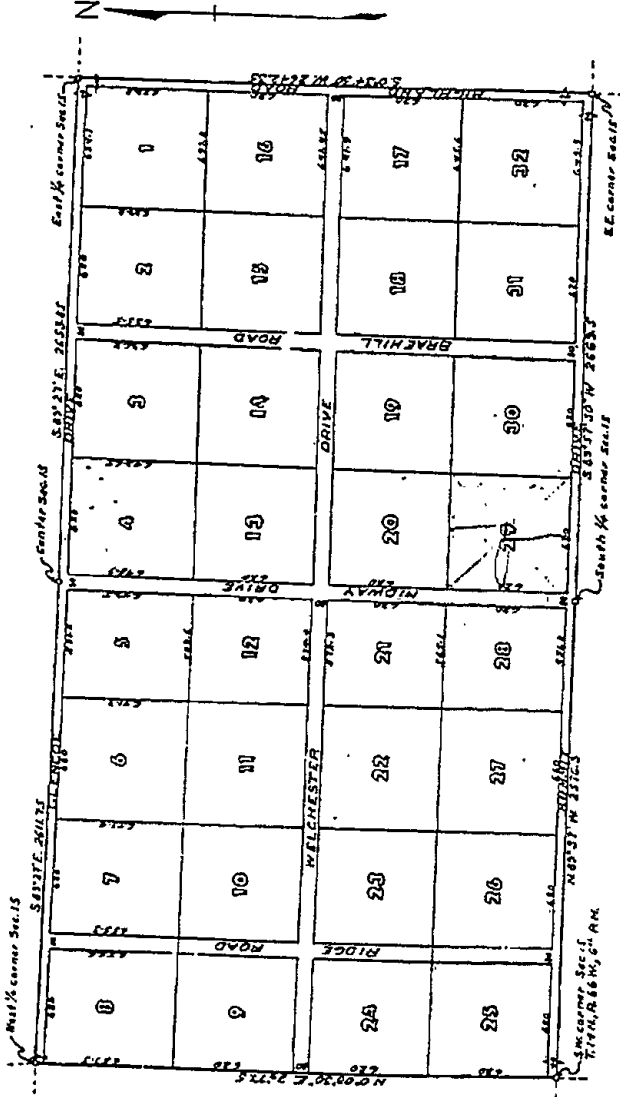




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574831

The State of Wyoming  
County of Laramie  
I, T. H. Baldwin, Engineer  
do hereby certify that the above plat is a true and correct copy of the original as filed in my office on August 15, 1931.  
T. H. Baldwin  
Engineer

**ENGINEERS CERTIFICATE**

The State of Wyoming }  
County of Laramie }  
I, T. H. Baldwin of Cheyenne, Wyoming, hereby certify that this map was made from notes taken during an actual survey made under my direction in August, 1931, that it accurately represents the tracts as marked on the ground by iron pipe or iron pins set at all tract corners and that the land embraced in this subdivision is all of the S½ Section 15, T. 14 N., R. 66 W., 6th P.M.  
Wyo Reg. # 19  
T. H. Baldwin  
Engineer

**DEDICATION**

I know all men by these presents that Day E. Welch and Elizabeth Welch, owners in fee simple of the land embraced in this plat and description of CRESTMOOR do hereby declare the subdivision of the within described land as appears on this plat to be their free and voluntary act and deed and in accordance with their desires and do hereby dedicate to the use of the public forever all of the roads and drives shown hereon.

Day E. Welch  
Elizabeth Welch

**ACKNOWLEDGEMENT**

The State of Wyoming }  
County of Laramie }

On this 14 day of August 1931, before me a Notary Public in and for the State of Wyoming, personally appeared Day E. Welch and Elizabeth Welch, to me known to be the individuals described in and who executed the within and foregoing dedication and acknowledgment said instrument to be their free and voluntary act and deed. 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 January 1, 1935  
Residing at  
Notary Public  
Laramie, Wyoming

**CRESTMOOR**  
A SUBDIVISION OF  
S½ SEC. 15, T. 14 N., R. 66 W., 6th P.M.  
LARAMIE COUNTY, WYOMING  
Scale 1" = 400' August, 1931

BOOK 536

RECORDED SEP 4 1953 AT 2:34 P.M.  
EXCEPTION NO. 645071  
WARRANTY DEED LESTER E. GOPP, Executor

JAY E. WELSH and ELIZABETH WELSH, husband and wife, of Cheyenne, Wyoming,  
Grantors, for and in consideration of other valuable considerations and Ten  
Dollars (\$10.00) to them in hand paid, convey and warrant to FRANK D. REED and  
DORIS E. REED, husband and wife, and to the survivor of them, of Cheyenne, Wyoming,  
Grantees, the following described real estate situated in the County of Laramie,  
State of Wyoming, to-wit:

The Southeast Quarter of the Southeast Quarter of the Southwest  
Quarter (SE 1/4 SE 1/4 SW 1/4) of Section Fifteen (15), Township Fourteen  
(14) North, Range 66 West of the 6th P.M., now generally de-  
scribed as Tract Twenty-eight (28) of Crestmoor, containing  
(10) acres more or less, but subject always to rights of  
way for streets, roads or highways forty (40) feet in width  
on each side thereof, and also subject to the conditions and  
restrictions hereinafter stated, to-wit:



The reservation of all coal, oil and gas and other minerals which have been  
reserved by the Union Pacific Railroad Company, as said reservation appears on  
record in Book 142 at page 46 of the records in the office of the County Clerk  
of Laramie County, Wyoming, and subject to the restriction and provision that  
neither of the parties to this Deed, nor their heirs, successors or assigns,

shall construct any residence on said premises which is known as a basement resi-  
dence or house, and neither shall any such person construct what purports to be  
a basement and then cover the same and use it as a place of residence, and any  
building constructed on said premises shall be constructed in a good and workman-  
like manner.

This conveyance is also subject to the restriction and provision that neither  
of the parties hereto, nor any of them, nor their heirs, executors, administrators  
or assigns, shall permit any of said premises herein mentioned to be used for a  
grave pit, hog lot, hog ranch, or junk yard, or any kind of business which  
may be detrimental to the use of said premises as places of residence, and the  
use of said premises for a sales yard or a second-hand automobile yard or wrecker  
automobile yard shall be included in this restriction and shall be considered a  
nuisance.

It is also provided hereby that neither of the parties hereto, nor any of  
them, nor their heirs, executors, administrators, successors or assigns, shall  
sell, rent or lease said premises to, or permit them to be occupied by, any person  
not of the Caucasian Race.

It is further hereby specifically provided that any Deed hereafter made con-  
veying said premises shall be subject to all the restrictions, conditions and  
provisions of this Deed, whether such restrictions, conditions and provisions

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BOOK 536

are actually set forth in any such deed or deeds or not, and the breach of any of said covenants or restrictions shall entitle either of the parties to any such deed and the owner or owners of any adjacent property adversely affected by a breach of any such covenants, restrictions or agreements, or either of the said parties, to bring an action to enforce such covenants, and if necessary, to forfeit the conveyance of said premises to the parties violating or in any wise breaking the terms of this deed.



The said Grantors herein covenant with said Frank D. Reed and Doris E. Reed, husband and wife, that said Grantors are lawfully seized of said premises and that they are free from encumbrances therein suffered or incurred by said Grantors and they warrant the title thereto against the lawful claims of all persons whatsoever, except as herein otherwise provided, and except as against the claim or claims of any persons incurred by said Grantees or either of them, and except the claim of anyone asserting a right to enforce the restrictions, conditions and reservations contained in this Deed, hereby releasing and waiving any and all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming, and further exempting taxes on said premises which may be due and payable for the year 1953.

Dated this 2nd day of September, 1953.

*Jay E. Welch*

Jay E. Welch

Elizabeth Welch  
GRANTORS

THE STATE OF WYOMING )  
COUNTY OF LARAMIE ) ss.

On this 2nd day of September, 1953, before me personally appeared Jay E. Welch and Elizabeth Welch, 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, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging said instrument.

My Commission expires 12/31/54

Given under my hand and notarial seal this 2nd day of September, 1953.



Notary Public



DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Jay E. Welch and Elizabeth Welch, husband and wife, of Cheyenne, Wyoming, who are the present owners of most of the lots or tracts located in Crestmoor, a subdivision of the S1/2 of Section 15, Township 14 North, Range 66 West of the 6th P. M., situated in Laramie County, Wyoming, do hereby covenant and agree that all of lots now owned by them and situated in Crestmoor are held subject to and with the benefit of all restrictions, conditions, covenants, charges and agreements contained in the following DECLARATION OF PROTECTIVE COVENANTS, and they do further hereby covenant and agree that any subsequent grants of any of the said lots or tracts now owned by them shall be subject to the following covenants and restrictions:

1. The reservation of all coal, oil, gas and other minerals which have been reserved by the Union Pacific Railroad Company, as said reservation appears of record in Book 142, at Page 46 of the Records in the office of the County Clerk and Ex-Officio Register of Deeds of Laramie County, Wyoming, shall be a part and parcel of all conveyances of any lots or tracts of Crestmoor hereafter made whether such reservation be mentioned or set forth in any such conveyances or not.

2. No house or place of residence shall be placed on any lot or tract in crestmoor which is a basement house, and no basement shall be constructed and then covered and used as a place of residence in Crestmoor, and any and all buildings constructed on any of said premises shall be constructed in good and workmanlike manner.

3. No owners or purchaser of any property in Crestmoor, nor the heirs, executors, administrators or assigns of any such person, shall permit any of the premises purchased by him or her to be used for a gravel pit, hog lot or hog ranch, or junk yard or any kind of business which may be detrimental to the use of said premises as places of residence, and the use of said premises for a sales yard or a second-hand automobile yard or wrecked automobiles yard shall be considered a nuisance.

4. DELETED

5. Any deed or conveyance of any kind of any lot or tract in Crestmoor hereafter made shall be subject to all the restrictions, conditions and provisions herein contained whether such restrictions, conditions or provisions are actually set forth in any such deed or deeds or not, and the breach of any restrictions herein set forth shall entitle either of the parties to any such deed and the owner or owners of any adjacent property adversely affected by any such breach of any of said restrictions to bring an action to enforce such restriction or restrictions and to recover any change suffered by any such person by reason of violation of any of the restrictions herein contained.

Restrictions including a preference, limitation or distribution based on race, color, religion, sex, handicap, marital status, or national origin are hereby deemed to be void and unenforceable under 42 U.S.C. 3604(c).



6. No noxious or offensive trade or activity shall be carried on upon any lot or tract in Crestmoor, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

7. If any of the restrictions herein contained shall be invalidated by judgment or order of court, such invalidation shall in no wise affect any of the other provisions herein contained and the same shall remain in full force and effect and may be enforced by any person now having or hereafter acquiring any of the premises covered by these covenants.

This Declaration of Protective Covenants shall be and shall be construed to be a part of the conveyance of any of the premises herein described which may be hereafter executed by any of the parties hereto or any of their grantees, heirs, executors, successors or assigns without being mentioned therein.

Signed in the presence of:

H. M. Hausler

Jay E. Welch (s)

Elizabeth Welch(s)

State of Wyoming )  
                          )ss.  
County of Laramie )

On this \_\_\_\_\_ day of August, 1954, personally appeared before me, H. M. Hausler, a Notary Public in and for said County and State, Jay E. Welch and Elizabeth Welch, husband and wife, known to me to be the persons who are described in and who executed the foregoing instrument and acknowledged to me that they executed the same freely for the uses and purposes therein stated.

Given under my hand and notarial seal this \_\_\_\_\_ day of August, 1954.

NOTARIAL SEAL AFFIXED  
My commission expires: \_\_\_\_\_

H. M. Hausler (s)  
Notary Public



3. DWELLING SIZE: The ground floor area of the main structure, exclusive of open porches, garages and basements, shall be not less than 1200 square feet for a one story dwelling, nor less than 900 square feet for a dwelling of more than one story. Subdivider is empowered in their sole discretion to make decisions on any dwellings not fitting the above descriptions.

4. DWELLING LOCATION: Dwellings will be set back fifty (50) feet from front, side and rear lot lines. The exterior of each dwelling or other structure located on any lot shall be maintained in good repair and painted condition. Exteriors shall be of natural or earth tone colors to blend with the terrain.

5. EXCEPTIONS TO SETBACK RESTRICTIONS: Terrace, walls, fences, low platforms or steps, swimming pools and similar low, unroofed and unscreened construction may be erected outside the setback lines, provided that such construction shall not interfere with the exposure or view or reasonable privacy of adjoining or facing properties, and shall be in compliance with the prevailing zoning regulations. No structure, wall, fence or hedge over five (5) feet in height shall be constructed, erected, placed, planted, set out, maintained or permitted upon any tract within twenty-five (25) feet of any boundary line thereof which extends along any street or other public way, except that this restriction shall not apply to any portion of said dwelling house, the location of which shall be governed by the provisions of Covenant 4 preceding.

6. TEMPORARY RESIDENCES: No structure of temporary character, trailer or mobile home, basement, tent or accessory building shall be used on a any tract as a residence, temporarily or permanently, except as herein provided; however, Subdivider may grant a permit for such use and location during the construction phase of the permanent dwelling, such permit to be in writing and with a time limitation. This covenant does not preclude vacation camping or vacation use for short periods by tract owners and their families.

7. TIME OF CONSTRUCTION: Once construction shall have been initiated on any structure, including walls, fences, residences, ancillary buildings or any other structure which has been previously approved by the Subdivider, construction of that particular structure, wall, fence, residence, ancillary building or other structure, shall be completed within one (1) year of the time such construction was initiated, except that Subdivider may extend the time of construction for additional periods under unusual circumstances. Such time extension shall be in writing.

8. RESERVATION OF MINERAL RIGHTS: The reservation of coal, oil, gas and other minerals which have been reserved by the Union Pacific Railroad Company, as said reservation appears of record in Book 142, at Page 46, of the Records in the office of the County Clerk and Ex-officio Register of Deeds of Laramie County, Wyoming, shall be a part and parcel of all conveyances of any lots or tracts of Crestmoor hereafter made whether such reservations be mentioned or set forth in any such conveyance or not.

9. REFUSE AND GARBAGE: Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner, and containers, if used, shall be in a clean, sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. There will be no dumping on any portion of the property.

10. EASEMENTS: Easements for installation and maintenance of utilities, roadways, driveways and such other purposes incident to development of the property are reserved as described or shown on the recorded plat. Utility easements will be made accessible at all times to utility companies.



11. NUISANCE: Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No obnoxious or offensive activities shall be carried on upon any tract. Obnoxious behavior on property with motor vehicles, whether from careless driving or from excessive noise, is prohibited. Storage of junk or old automobiles on lots is prohibited. No owner or purchaser of any property in Crestmoor, nor the heirs, executors, administrators or assigns of any such person, shall permit any of the premises purchased by him or her to be used for a gravel pit, hog lot or hog ranch, or junk yard, or any kind of business which may be detrimental to the use of said premises as places of residence, and the use of said premises for a sale yard or a second-hand automobile yard or wrecked automobile yard shall be considered a nuisance. Trail bikes, scooters, motor vehicles will be used on approved roads only.

12. OBSTRUCTIONS TO VISION AT INTERSECTIONS: No fence, wall, hedge, tree or shrub planting shall be permitted or placed on any lot, which obstructs sight of moving vehicles at the intersection of roads and roadways.

13. CLOTHES DRYING AREA: Outdoor clothes drying will be permitted only in the yard of the house away from the street, and in the case of corner lots must be not closer than sixty (60) feet from the side street line. All such clothes drying areas will be concealed by privacy fence or otherwise so as not to be visible from public streets or adjoining properties.

14. VEHICLE PARKING: No vehicles, trailers or vehicular equipment shall be habitually parked along any public road. Camp trailers, horse trailers, boats and boat trailers and trucks larger than general use pickups will not be stored in view from the street side of any house.

15. WATER: Wells to obtain water shall comply with the requirements of the State of Wyoming and the Laramie County Health Officials. The well head shall not be closer than 100 feet to the tank from the sewage disposal system.

16. SEWAGE DISPOSAL SYSTEM: Sewage disposal systems shall comply with the requirements of the State of Wyoming, and the Laramie County Health Officials except as follows:

A. Well head for the water supply and sewage disposal system tank shall be separated by a minimum of 100 feet.

B. Secondary treatment of sewage by use of septic tank with aeration devices or secondary treatment facilities designed by a licensed engineer shall be required.

Further, the field system shall not be nearer than fifty (50) feet to any tract line except with the consent of the appropriate health official, and no sewage, waste water, trash, garbage or debris shall be emptied, discharged or permitted to drain into any body of water in or adjacent to the subdivision. Chemical toilets will not be dumped on Crestmoor West. No outside toilets or privies will be permitted on any tract.

17. FIREARMS: Discharge of firearms within the subdivision is prohibited.

18. ANIMALS: No animals or livestock of any kind shall be housed, raised, or kept on any tract or property either temporarily or permanently except that commonly accepted domestic pet may be kept provided they are not kept or maintained for any commercial purposes and except that two horses, for each individual tract owned, may be kept for recreational purposes. No stables, corrals, or any structure for the housing or feeding of horses shall be located or placed closer than fifty (50) feet to any home or to any adjoining lot line, or closer than sixty (60) feet to any public street. County regulations also may be placed

upon location and maintenance of stable facilities and, if more stringent, will pertain. Stables, barns, horse sheds and corrals will be of finished construction. All stables, corrals or any structure for the housing or feeding of horses shall be approved and shall be maintained in compliance with all lawful sanitary regulations. In case of single ownership of more than one tract then the setback restrictions of this Covenant concerning horses shall apply to the parcel as a whole. Dogs will be under the control of the owner at all times; they will not be allowed to run free. This Covenant is not intended to prohibit 4-H or similar non commercial, limited projects.

19. RE-SUBDIVIDING: Because of the small size of tracts within Crestmoor West, it is deemed desirable not to permit re-subdivision of tracts.

20. RIGHT OF SUBDIVIDER: Subdivider, its successors or assigns, expressly reserves the right to:

A. From time to time to amend or revoke any protective covenants then in existence, but no such amendment or revocation shall apply to any tracts that are sold prior thereto without the written consent of a majority of the then owners of any such tracts.

B. To enter into agreements with the purchaser of any lot or lots (without the consent of the purchasers of other lots or adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth, and any such deviation which shall be manifested by agreements in writing shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable by the original Subdivider, his successors or assigns on all other lots located in the said subdivision and the grantees of such other lots, except as against the lot where such deviation is permitted.

C. To sell large portions of Crestmoor West area land, which may be excluded from the provisions of these covenants, and to place such restriction thereon as the highest and best use of the land requires, except that Subdivider agrees to restrict such portions from industrial use and to provide adequate protection to adjacent tract owners to assure the lasting value and attractiveness of their property, in keeping with the spirit and intent of these covenants.

D. To specify that covenants do not apply to certain tracts designated by the Subdivider for special use.

E. To maintain advertising, entrance, safety and directional signs throughout the subdivision.

21. TERM OF COVENANTS: These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty (20) 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 signed by a majority of the then owners of the tracts has been recorded, changing said covenants in whole or part.

22. 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. Subdivider further reserves the right, whenever there shall have been an obvious violation of one or more of the provisions of these covenants, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and right, reservation, restriction, or condition contained herein,

