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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,
Entirety or distribution based
on any, color, title, sex, handicap,
sexual orientation, or marital status as
lawfully defined in the current code
pertaining to Wyo. 42 L.C. 3101(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

RECEPTION NO. 317336 JOHN B. HUISMAN, Recorder

DECLARATION OF PROTECTIVE COVENANTS
CRESTMOR WEST
FILING NO. 1

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

KNOW ALL MEN BY THESE PRESENTS:

That whereas the Declarant, Crestmoor West, a Partnership, hereinafter sometimes called Subdivider, is the owner of all tracts in Crestmoor West, First Filing, situate in the County of Laramie and State of Wyoming.

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) or deeds to tracts in said tract of land, said Subdivider hereby declares to and agrees with each and every person who shall be or shall become owner of any of said tracts, in addition to the ordinances of the County of Laramie, Wyoming, shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to wit:

1. INTENT: It is the intent of these covenants to protect and enhance the value, desirability and attractiveness of said property. Restrictions are kept to minimum while keeping in constant focus the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger. 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 damage suffered by any such person by reason of the violation of any of the restrictions herein contained. If any of the restrictions herein contained shall be invalidated by judgement 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. Further, it is intended that the natural environment be disturbed as little as possible.

2. BUILDING TYPE AND USE: All tracts shall be known and described as residential tracts and shall be used for ranches, residential homes and country estate or leisure time homes. Only on-site permanent dwellings are permitted, including modular. No mobile homes or trailer houses are permitted. All dwellings must be built on permanent concrete foundations. Only dwellings not to exceed two and one half (2½) stories above ground level in height and a private garage and/or carport shall be erected, altered, converted, placed or permitted to remain on Crestmoor West. Appropriate ancillary buildings in keeping with the architecture of the existing house shall be permitted. No noxious or offensive trade or activity shall be carried on upon any lot or tract in Crestmoor West, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

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

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,

however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

23. SUBDIVIDER MAY ASSIGN: Crestmoor West may assign any and all of its rights, powers, obligations and privileges under this instrument to any other corporation, association or person.

IN WITNESS WHEREOF, the partners have hereunto subscribed this 3rd day of Nov of 1973.

CRESTMOOR WEST

Francis E. Brooks
Francis E. Brooks

Arthur P. Ellis
Arthur P. Ellis

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

I hereby acknowledge that the foregoing instrument was signed before me by Francis E. Brooks and Arthur P. Ellis as Partners of Crestmoor West, this 3rd day of Nov, 1973.

My commission expires _____

Witness my hand and official seal:

Judys Kissack
Judys Kissack
Notary Public