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73-1

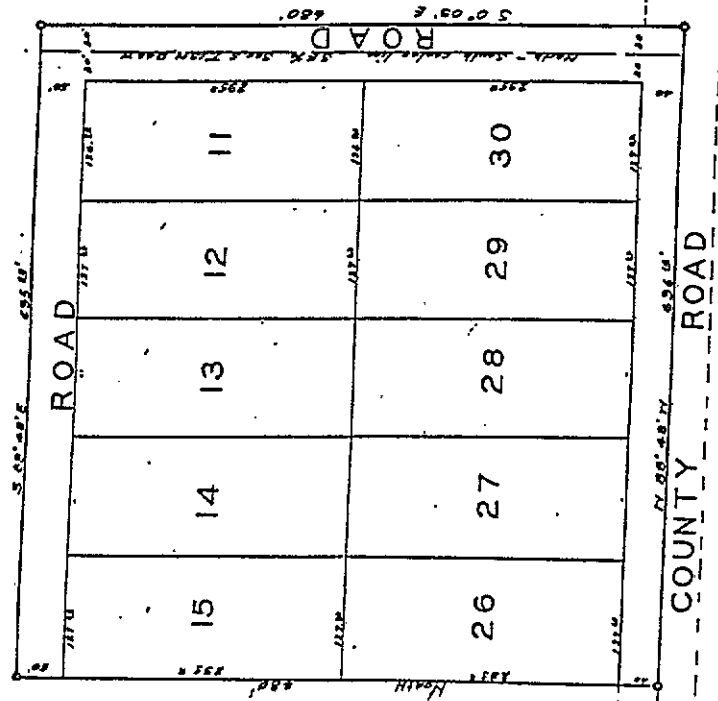
# HIGHLAND PARK

## THIRD FILING

### LARAMIE COUNTY, WYOMING

SCALE 1" = 100'

The State of Wyoming }  
 County of Laramie }  
 This instrument was filed for record  
 on the \_\_\_\_\_ day of \_\_\_\_\_  
 A. D. 1940, and duly recorded  
 in Book \_\_\_\_\_ on page \_\_\_\_\_  
 County Clerk & Ex-Officio Register of Deeds  
 \_\_\_\_\_ Deputy



### DEDICATION

Know all men by these presents, that George M. Staples, owner in fee simple of the land embraced in this plat and description of Highland Park, Third Filing, Laramie County, Wyoming, does hereby declare this subdivision of the within described tract as appears upon this plat, to be his free and voluntary act and deed, and does hereby dedicate to the use of the public forever all of the roads shown herein.  
 In witness whereof, I have hereunto set my hand and seal this 19th day of January, A.D. 1940.

*George M. Staples*  
 \_\_\_\_\_  
 Acknowledgement

### ACKNOWLEDGEMENT

State of Wyoming }  
 County of Laramie }  
 On this 19th day of January, A.D. 1940, before me appeared George M. Staples, who personally known to be the individual described in and who executed the within and foregoing declaration and acknowledged the said instrument to be his free and voluntary act and deed for the purpose therein mentioned.  
 In witness whereof, I have hereunto set my hand and official seal, the day and year first above written.

*W. B. Shreve*  
 \_\_\_\_\_  
 Residing at Cheyenne, Wyo.  
 My Commission expires December 2, 1941

### ENGINEERS CERTIFICATE

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 during May 1940 and that it correctly represents the lots and roads as shown on the ground by stakes set of all lot corners and that the subdivision comprises a portion of the S.E. 1/4 Sec. 5, T. 25 N., R. 68 W., S. 2 R., being more particularly described as follows: Beginning at a point on the south line of said Sec. 5, 666.22 feet east of the S.E. corner of said Sec. 5; thence North a distance of 800 feet to a point of 639.82 feet to the south line of said Sec. 5; a distance of 639.82 feet to a point; thence S 0° 05' E, parallel to and 30 feet distant east from the north-south center line of said Sec. 5, a distance of 800 feet to a point on the south line of said Sec. 5; thence N 89° 48' W, along said south line of Sec. 5 a distance of 666.22 feet to the point of beginning.

*T. H. Baldwin*  
 \_\_\_\_\_  
 Engineer

PROOF REA.  
D W

DECLARATION OF PROTECTIVE COVENANTS

The State of Wyoming )  
County of Laramie ) ss.

DECLARATION OF  
GEO. M. STAPLES

This instrument was filed for record at 3:15  
o'clock P. M. on the 19 day of June A. D. 1940  
and duly recorded in Book 356 on page 134.

VERNER H. FRANSON  
County Clerk & Ex-Officio Register of Deeds  
By - - - Deputy

DECLARATION OF PROTECTIVE COVENANTS



KNOW ALL MEN BY THESE PRESENTS, That I, George M. Staples, being the present owner of Tract 11 to 15 inclusive, and Tracts 26 to 30 inclusive, in Highland Park, Third Filing, Laramie County, Wyoming, do hereby covenant and agree that all of said tracts now owned by me are held subject to, and with the benefit of all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, and I do further covenant and agree that any subsequent grants of any of the said lots now owned by me shall be subject to the following covenants and restrictions:

A All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than 2 cars and outbuildings for poultry and livestock.

B No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing by a majority of a committee composed of George M. Staples, John Arp, and A. G. McClintock, or their authorized representative, for conformity and harmony of external design with existing structures in the subdivision; and as to location of the building with respect to property and building setback lines. In the case of the death of any member or members of said committee, the surviving member or members shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within 30 days after plans have been submitted to it, or 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. Said committee or their authorized representative shall act without compensation. Said committee shall act and serve seven years after date of this instrument, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the land records their authorized representative who thereafter shall have all of the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.

C No building shall be located on any residential building plot nearer than 45 feet to the front lot line, nor nearer than 20 feet to any side street line. No building, except a garage or other outbuilding located 85 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

D No residential structure shall be erected or placed on any building plot, which plot has an area of less than 30,000 square feet nor a width of less than 125 feet at the front building setback line.

E No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

G 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.

H No dwelling costing less than \$2500 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 be not less than 500 square feet.

I An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

J These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1966, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

K 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 real estate 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 for such violation.

L 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 19th day of June, 1940.  
In Presence of: M. B. McLAUGHLIN  
STATE OF WYOMING )  
COUNTY OF LARAMIE ) ss.  
Before me M. B. McLaughlin a notary public with in and for the state and County aforesaid, on this 19th day of June, 1940, personally appeared George M. Staples, known to me, and known to me to be the person named in and who subscribed the foregoing instrument, and acknowledged to me that he subscribed said instrument as his free and voluntary act and deed for the uses and purposes therein stated.

My Commission expires November 7, 1941.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal  
M. B. McLAUGHLIN the day and year in & is certified first above written.  
NOTARY PUBLIC M. B. McLAUGHLIN  
LARAMIE COUNTY Notary Public  
WYO.

Handwritten notes on the left margin, including '356(6)', '134', and various illegible scribbles.

H/3  
4

RECORDED JUN 6 1980 AT 4:25 O'CLOCK P.M.  
580609  
Reception No. JANET C. WHITEHEAD, Recorder  
EXTINQUISHMENT OF PROTECTIVE COVENANTS



KNOW ALL MEN BY THESE PRESENTS that:

1. By Declaration of Protective Covenants dated June 19, 1940 and recorded in the Office of the Clerk of Laramie County, Wyoming, on June 19, 1940, certain restrictions, conditions, covenants, charges, and agreements were imposed on all lots lying within Highland Park, Third Filing, Laramie County, Wyoming.

2. That the majority of said Lots lying within Highland Park, Third Filing, Laramie County, Wyoming are now owned in fee simple by the undersigned of Laramie County, Wyoming.

3. That as owners of the majority of said Lots, and by this instrument, the undersigned do hereby extinguish all of said restrictions, conditions, covenants, charges and agreements imposed on all lots lying within Highland Park, Third Filing, Laramie County, Wyoming by the Declaration of Protective Covenants dated June 19, 1940, and recorded in the office of Clerk of Laramie County, Wyoming, on June 19, 1940, and said Declaration of Protective Covenants is hereby terminated.

Dated this 3rd day of June, 1980.

Owner of record and now owned in fee simple June 3, 1980  
Date

Robert F. Deike  
Robert F. Deike  
Maxine Deike  
Maxine Deike

Lot 11-14 & Lot 27

Lot 11-14 & Lot 27

Elmer F. Garrett  
Elmer F. Garrett  
Secretary

Lot 11-14 & 27

Billy W. McCellan  
Billy W. McCellan

Lot 15

Rama S. McCellan  
Rama S. McCellan

Lot 15

Genevieve W. Anderson  
Genevieve W. Anderson

Lot 26



Robert F. Deike  
Robert F. Deike

Lot 28

Maxine Deike  
Maxine Deike

Lot 28

Kirk Jensen  
Kirk Jensen

Lot 29

Ruth L. Jensen  
Ruth L. Jensen

Lot 29

Fred E. Deike  
Fred E. Deike

Lot 30

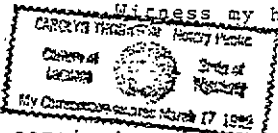
Alva Deike  
Alva Deike

Lot 30

STATE OF WYOMING )  
                          )     SS  
COUNTY OF LARAMIE )

On this 3rd day of June, 1980, before me personally appeared Elmer F. Garrett, to me known, who being by me duly sworn, did say that he is the President of Grier & Leech, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation, and the said instrument is signed and sealed on behalf of said corporation by authority of its board of directors and he acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.



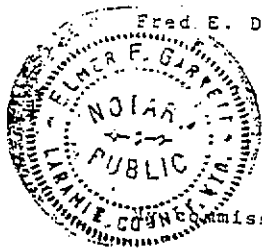
Carolyn Thornton  
Notary Public

My commission expires: March 17, 1982

STATE OF WYOMING )  
                          )     SS  
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me by Russ Brown, Robert F. Deike, Maxine Deike, ~~Billy W. McCellan, Rama L. McCellan, Genevieve H. Anderson~~, Kirk Jensen, Ruth L. Jensen, Fred E. Deike, and Alva Deike, this 3rd day of June, 1980.

Witness my hand and official seal.



Elmer F. Garrett  
Notary Public

My commission expires: 9/1/80



RECORDED AUG 14 1981 AT 445 O'CLOCK P.M.  
630255

STATE OF WYOMING )  
                          ) Reception No. JANET C. WHITEHEAD, Recorder  
                          ) ss.  
County of Laramie )

VACATION OF  
DECLARATION OF PROTECTIVE COVENANTS

FROM: Robert F. Deike, Maxine Deike, & Grier & Leech, Inc.  
TO: THE PUBLIC Dated: August 1, 1981

Robert F. Deike, Maxine Deike, & Grier & Leech Inc., being the owners and proprietors of all of the lands described hereinafter, do hereby vacate and rescind a certain Declaration of Protective Covenants as recorded on June 8, 1981 in Book 1155 at Page 1102 as to the following described real estate:

Description of Real Estate for Vacation and Rescission of  
Declaration of Protective Covenants

Tracts of land known as 11, 12, 13, and 14, Highland Park, Third Filing, a subdivision in SE 1/4, Section 5, Township 13 North, Range 66 West, 6th P.M., Laramie County, Wyoming.



ROBERT F. DEIKE, MAXINE DEIKE,  
and GRIER & LEECH, INC.

By: Elmer F. Garrett  
Maxine Deike  
Robert F. Deike

STATE OF WYOMING )  
                          ) ss.  
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me by Robert F. Deike, Maxine Deike, and Elmer F. Garrett, president, Grier & Leech, Inc., this 13th day of Aug., 1981

Witness my hand and official seal.

Helen G. Baker  
Notary Public



BOOK 1158

577

KNOW ALL MEN BY THESE PRESENTS: That the undersigned being the present owners of Tracts 11, 12, 13, and 14, Highland Park, Third Filing, a subdivision in SE  $\frac{1}{4}$ , Section 5, Township 13 North, Range 66 West, 6th P. M., Laramie County, Wyoming, do hereby covenant and agree that all of the premises therein contained are held subject to and with the benefit of all the restrictive conditions, covenants, charges, and agreements contained in the within Declaration of Protective Covenants.

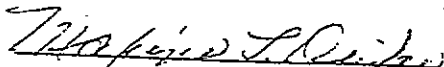
1. All lots shall be used for residential purposes only. Both single family and multi-family dwellings may be erected on any lot, garages, and or storage buildings for private use may also be erected.
2. No building shall be located on any residential lot or building plot, nearer than 20 feet to the front or rear lot line nor nearer than 5 feet to the side lines thereof, and a detached garage shall be 20 feet or more from the front or rear lot line.
3. Unlicensed vehicles or parts thereof, shall not be stored on the property, and boats or travel trailers on any parking area between the front building line if a residence shall be of a temporary nature and not left as a location for storage while not in seasonal use and parking of vehicles on the private roadway will not be allowed, with private roadway being used only for ingress and egress to each property owner abutting the roadway.
4. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that two (2) dogs, or cats, may be kept provided that they are maintained within the owned premises and not an annoyance or nuisance to the neighborhood and not kept, bred, or maintained for commercial purpose.
5. No structure or facility, other than a dwelling constructed in keeping with the covenants herein, shall be used as a residence either temporarily or permanently.
6. No dwelling shall be constructed or placed in these tracts which shall contain a habitable floor area on the ground floor, exclusive of basements, porches, and garages, of less than 960 square feet, except a single wide transportable unit shall contain not less than 850 square feet or multi-family units that may have living units of 750 square feet each of living area.
7. All structures must be of conventional construction, and or pre site built transportable single wide or manufactured transportable double wide home which will meet HUD's minimum property standards (MPS). The single wide unit shall have a minimum body width of 14' and the double wide shall have a total minimum width when erected of 24', designated to be used as a dwelling, having a permanent foundation as required by local city codes or as approved by the undersigned.
8. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Incinerators, sanitary containers or other equipment for storage and disposal of such material shall be maintained in a clean and sanitary condition and removal of such refuse from the premises shall be accomplished at intervals of not less than once a month.
9. No business, trade or profession shall be carried on upon any lot nor shall any noxious, illegal or offensive activity be carried on upon any lot which may become an annoyance or nuisance to the neighborhood.
10. 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.
11. SEVERABILITY. Invalidation of any one of these covenants by judgement or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.



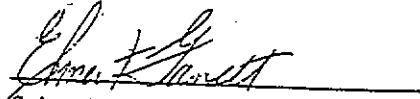
The foregoing covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded.

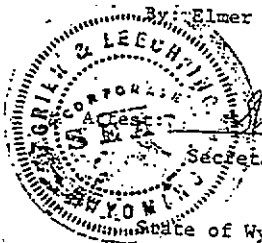
Dated this 14th day of August, 19 81.  
Owners of record and now owned in fee simple August 14, 1981  
DATE

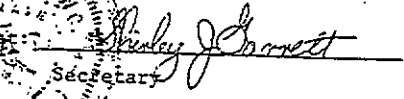
  
Robert F. Deike

  
Maxine L. Deike



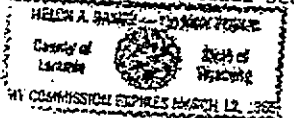
  
Grier & Leech, Inc.  
By: Elmer F. Garrett




  
Secretary  
State of Wyoming )  
County of Laramie ) SS

On this 14th day of August, 19 81, before me personally appeared Elmer F. Garrett, to me known, who, being by me duly sworn, did say that he is the President of Grier & Leech, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation, and the said instrument is signed and sealed on behalf of said corporation by authority of its board of directors and he acknowledged said instrument to be the free act and deed of said corporation.

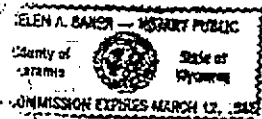
Witness my hand and official seal.

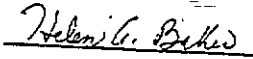


My commission expires: March 12, 1985

  
Notary Public

The foregoing instrument was acknowledged before me, by Robert F. Deike and Maxine Deike, this 14th day of August, 19 81.  
Witness my hand and official seal.



  
Notary Public



076291

RECEIVED  
LARAMIE COUNTY  
CHEYENNE, WY.

EXHIBIT A

'90 OCT 18 AM 11 06

AGREEMENT FOR RESTRICTIVE COVENANTS

This Agreement for Restrictive Covenants is made this \_\_\_ day of October, 1990 and is incorporated by reference as Exhibit A to the Warranty Deed executed this date by Jack Melvin Hansen, Grantor to William F. Einspahr and Edith M. Einspahr, Grantees.

Recitals

WHEREAS, Jack Melvin Hansen, Grantor, is the owner in fee simple of real property in the County of Laramie, State of Wyoming, described as follows:

Tract 28, Highland Park, Third Filing, a subdivision of Laramie County, Wyoming;

WHEREAS, William F. Einspahr and Edith M. Einspahr, husband and wife, Grantees, intend to purchase the North 129 feet of said Tract 28, and take title pursuant to the warranty deed to which this Agreement is incorporated;

WHEREAS, Grantor and Grantees desire to impose the following restrictive covenants on the entirety of said Tract 28, to run with their respective parcels of said Tract 28 after the tract is subdivided by the Grantees' purchase, in order to maintain the value of their respective parcels;

NOW THEREFORE, in consideration of the mutual covenants contained herein, William F. Einspahr and Edith M. Einspahr, husband and wife, for themselves, their heirs, executors, administrators, and assigns, and Jack Melvin Hansen his heirs, executors, administrators, and assigns, hereby agree and covenant as set forth by numbered paragraph below, said covenants to apply to, and run with, the following described parcels of real property, which parcels comprise the entire Tract 28, Highland Park, Third Filing, a subdivision of Laramie County, Wyoming:

The North 129 feet of Tract 28, Highland Park, Third Filing, a subdivision of Laramie County, Wyoming.

That portion of Tract 28, Highland Park, Third Filing, a subdivision of Laramie County, Wyoming, except for the North 129 feet of said Tract 28.

Said covenants shall be binding upon the parties, their heirs, successors and assigns and shall be enforceable by the parties, their heirs, successors and assigns for the benefit of the two parcels of said Tract 28 which are described above.



1. The above described subdivided parcels of said Tract 28 will be used only for residential purposes except, Jack Melvin Hansen may continue to operate his current musical instrument repair business on that parcel of said Tract 28 to which he retains title. In addition, the above described parcels of said Tract 28 may be used for purposes other than residential if such uses are hereafter consented to in writing and recorded by the then owner(s) of all parcels of said Tract 28;

2. The above described parcels of said Tract 28 shall not be further subdivided;

3. Inoperable motor vehicles shall not be kept on the above described parcels of Tract 28 for more than 60 days, except in a garage or car port;

4. No livestock, including but not limited to horses, cattle, sheep, or goats, shall be kept on the above described parcels of Tract 28, and no more than two dogs and no more than two cats may be kept thereon;

5. All rubbish, trash, and garbage shall be regularly removed from the above described parcels of Tract 28, and shall not be allowed to accumulate thereon;

6. The above described parcels of Tract 28, shall contain only one dwelling which shall be limited to a single-family dwelling.

DATED this 18 day of OCTOBER, 1990.



William F. Einspahr  
William F. Einspahr, Grantee

Edith M. Einspahr  
Edith M. Einspahr, Grantee

Jack Melvin Hansen  
Jack Melvin Hansen, Grantor

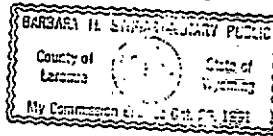
State of Wyoming )  
County of Laramie )

Subscribed and sworn to before me by William F. Einspahr and Edith M. Einspahr this 18~~th~~ day of October, 1990.

Witness my hand and official seal. 10-26-91

Barbara H. Stuegel  
Notary Public

My commission expires: 10-20-91



State of Wyoming )  
County of Laramie )

Subscribed and sworn to before me by Jack Melvin Hansen this  
18th day of October, 1990.

Witness my hand and official seal.

Barbara H. Stuegel  
Notary Public

My commission expires: 10-20-91

