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Dated March 26, 1947

in re

Recorded March 26, 1957 at 1:31 P.M.

Mountview Park, Second Filing.

KNOW ALL MEN BY THESE PRESENTS:

That all lots and blocks lying within Mountview Park, Second Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming, the same being a subdivision of a portion of the North Half (N 1/2) of Section 33, Township 14 North, Range 66 West of the 6th Principal Meridian, and situated in said Laramie County, as said addition appears on the official plat thereof which is on file and of record in the office of the Clerk of said County, are now owned and held subject to all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants by HKD Homesite Company, a corporation, and said company does hereby covenant and agree that any subsequent grants of any of said lots and blocks shall be made subject to the following covenants and restrictions:

A. All lots in said Mountview Park, Second Filing, shall be known and described as residential lots. Except as hereinafter provided, no structures shall be erected, altered, placed or permitted to remain on any lot 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 two cars; provided, however, that a church and parish house may be erected on Lots 17 and 18 in Block 3, and a church and parish house may be erected on Lots 2 and 3 in Block 8.

B. No building shall be erected, placed, or altered on any lot, lots or building plot in said Mountview Park, Second Filing, 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 Harry B. Henderson, Hoyt Leech and R. S. Grier, 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 set-back lines. In the case of the death of any 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 for 7 years, 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 the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.

C. No building shall be located on any lot or building plot nearer than 25 feet to the front lot line nor nearer than 10 feet to any side street line, nor within 5 feet of the alleys.

D. No structure shall be erected or placed on any building plot which plot has an area of less than 6000 square feet and only one structure shall be erected or placed on such building plot, except for garage. Each building plot shall have street and alley access; except in Blocks 2 and 3 where each building plot shall have access to two streets and where such building plots shall front on interior streets.

Restrictions including a preference, condition or design of building, and other restrictions, and the same shall be subject to the provisions of the Declaration of Protective Covenants, Book 423, Page 284/87.

E. No noxious or offensive trade or activity shall be carried on upon any lot or block nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No liquor shall be sold on any lot or block; No ashpits or incinerators shall be located near sidewalks or in front of structures.



G. No trailer, basement, tent, shack, garage, barn or other out-buildings erected in the subdivision 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. No unsightly structures or those which may constitute a nuisance shall be erected or maintained.

H. No one-story dwelling having less than 1100 square feet of floor surface, exclusive of the basement, shall be permitted on any lot or building plot in the subdivision. No dwelling of more than one story having less than 1300 square feet of floor surface, exclusive of the basement, shall be permitted on any lot or building plot in the subdivision.

I. 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, 1977, 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.

J. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the 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.

K. 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.

One Witness

(Corporate Seal)

Signed: HKD Homesite Company
By: George E. Brimmer, Vice President
Attest: Harry B. Henderson, Secretary

Acknowledged March 26, 1947 by George E. Brimmer, Vice President, in behalf of said corporation, by authority of its Board of Directors, before a Notary Public in Laramie County, Wyoming. (Notarial Seal)
Commission expires 1-20-51.



HKD Homesite Company,
a corporation



AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS

Dated March 18, 1950

in re

Mountview Park; Second Filing.

Recorded March 23, 1950 at 4:40 P.M.

Restrictions indicating a preference,
limitation or discrimination based
on race, color, religion, sex, handicap,
physical stature, or national origin are
hereby declared to be void in whole or
in part. W.C. 3204(c)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the HKD Homesite Company, a corporation of Cheyenne, Wyoming, executed a Declaration of Protective Covenants with reference to Mountview Park, second filing, an addition to the said City of Cheyenne, Laramie County, Wyoming, being a subdivision of the North Half (N 1/2) of Section 33, Twp. 14 North, Range 66 West of the 6th Principal Meridian and said Covenants being dated March 26, 1947 and recorded in Book 423 on Page 284 which covenants among other things provided for the zoning of the property located therein and also required a minimum of 1100 square feet of floor surface exclusive of the basement for one-story dwellings and WHEREAS, said HKD Homesite Company is the owner of all the lots in said Mountview Addition, second filing, except Lots 16, 17, 18, in Block 3, Lots 2, 3, in Block 8, Lot 16 in Block 9, and Lot 16 in Block 14, and WHEREAS, it appears to be necessary and desirable to reduce the minimum floor spacing of requirement above stated.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between said HKD Homesite Company, the owners of the Lots above stated and the City of Cheyenne that said Protective Covenants be, and they are, hereby changed as follows:

1. Paragraph "H" of said Protective Covenants is hereby amended to read: "H. No one-story dwelling having less than 900 square feet of floor surface, exclusive of the basement, shall be permitted on any lot or building plot in the subdivision. No dwelling of more than one story having less than 1200 square feet of floor surface, exclusive of the basement, shall be permitted on any lot or building plot in the subdivision, except that as to Lots 9 to 18 in Block 8 of said Mountview Park, second filing, shall not be subject to the 900 square foot minimum but that no one (1) story dwelling having less than 785 square feet of floor spacing, exclusive of basement shall be permitted.

2. In all other respects, except as provided in paragraph one above said Declaration of Protective Covenants shall remain in full force and effect as executed on March 26, 1947.

3. The undersigned do hereby waive and release any claims that they might have against HKD Homesite Company or any other persons by reason of the reduction of the minimum square feet requirement as herein provided.

4. 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, 1977, 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.

5. If the parties hereto, or any of the, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the 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.

6. 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.



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One Witness
(Corporate Seal)

Signed: HKD Homesite Company
By: Harry B. Henderson, President
Attest: E. Keith Thomson, Ass't Secretary

Acknowledged March 18, 1950 by Harry B. Henderson, as his free act and deed before Hoyt Leech, a Notary Public, in Laramie County, Wyoming. (Notarial Seal) Commission expires March 6, 1952.

Signed: St. Christopher's Episcopal Church
By: Hoyt Leech, Senior Warden
Lots 16-17 and 18, Block 3

Acknowledged March 20, 1950 by Hoyt Leech, as his free act and deed before A. H. Moeller, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Com. Expires 12-10-53.

One Witness

Signed: Milton E. Nichols
Selma L. Nichols
Lot 11, Block 3

Acknowledged March 18, 1950 by Milton E. Nichols and Selma E. Nichols, husband and wife, before Hoyt Leech, a Notary Public, Laramie County, Wyoming. (Notarial Seal) Commission expires March 6, 1952.

One Witness

Signed: H. F. McCormack
Hazel McCormack
Lot 15, Block 9

Acknowledged March 18, 1950 by H. F. McCormack and Hazel McCormack, husband and wife, before Hoyt Leech, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires March 6, 1952.

One Witness

Signed: L. A. Iwan
Alda M. Iwan
Lot 16, Block 9

Acknowledged March 18, 1950 by L.A. Iwan and Alda M. Iwan, husband and wife, before Hoyt Leech, Notary Public, Laramie County, Wyoming. (Notarial Seal) Commission expires March 6, 1952.

One Witness

Signed: Sam B. Levine
Lot 16, Block 14

Acknowledged March 18, 1950 by Sam B. Levine, before Hoyt Leech, Notary Public, Laramie County, Wyoming. (Notarial Seal) Com. Expires 3-6-52.

One Witness

Signed: Allen Brady and Margaret L. Brady
Lot 9, Block 29

Acknowledged March 18, 1950 by Allen Bradey and Margaret L. Bradey, husband and wife, before Hoyt Leech, Notary Public, Laramie County, Wyoming. (Notarial Seal) Commission expires March 6, 1952.

ACCEPTED AND APPROVED this 20th day of March 1950, by resolution of the City Commission of the City of Cheyenne, Wyoming.

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(Seal)

Signed: Ben Nelson, Mayor
Attest: Lillian C. Fleming, City Clerk

Acknowledged March 20, 1950 by Ben Nelson, Mayor of the City of Cheyenne,
Laramie County, Wyoming, before C. O. Schlytern, a Notary Public, Laramie
County, Wyoming. (Notarial Seal) Commission expires March 2, 1953.

