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586332

DIRECTORY

After approval by the Board of Directors, the Board of Directors of the City of Cheyenne, Wyoming, has approved the plan of the City of Cheyenne, Wyoming, and has authorized the Mayor to execute the same.

City of Cheyenne, Wyoming
Mayor, Cheyenne, Wyoming
City Engineer, Cheyenne, Wyoming
City Assessor, Cheyenne, Wyoming
City Clerk, Cheyenne, Wyoming



ACKNOWLEDGEMENT

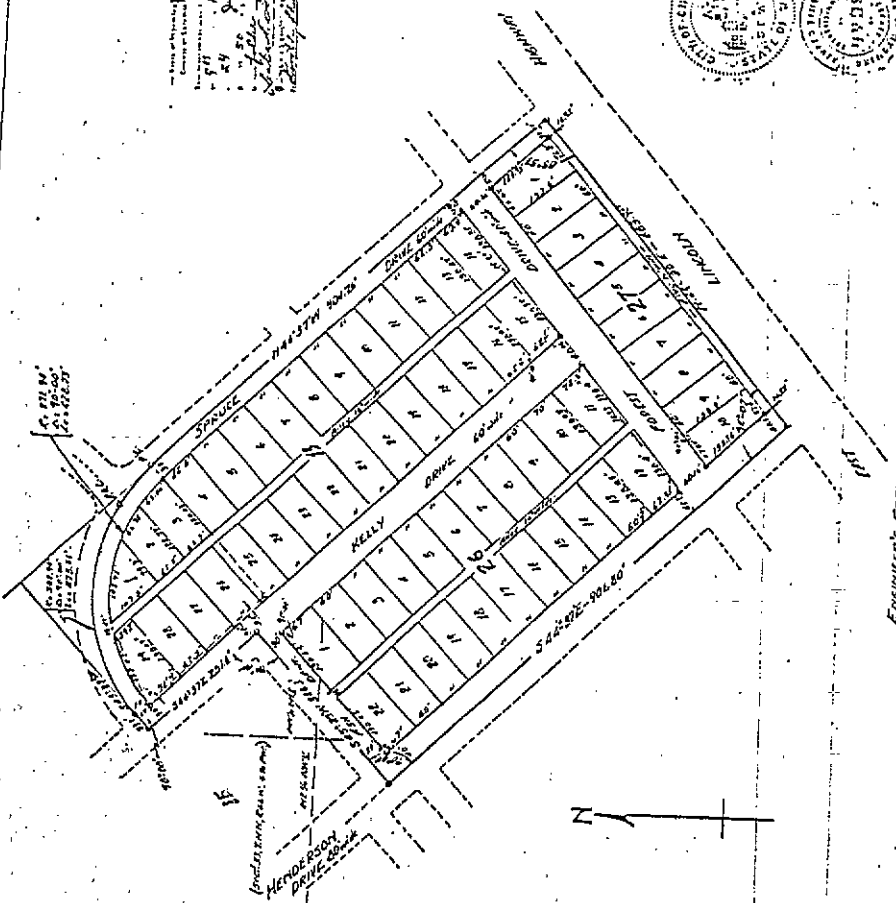
I hereby certify that the plan of the City of Cheyenne, Wyoming, as shown on the attached plan, is in accordance with the Charter of the City of Cheyenne, Wyoming, and is subject to the approval of the Board of Directors of the City of Cheyenne, Wyoming.

City Commission expires March 1, 1952
City of Cheyenne, Wyoming

Approved by the Board of Directors of the City of Cheyenne, Wyoming, this 22nd day of January, 1950.



Approved by the Board of Directors of the City of Cheyenne, Wyoming, this 22nd day of January, 1950.



Engineer's Certificate

I hereby certify that the plan of the City of Cheyenne, Wyoming, as shown on the attached plan, is in accordance with the Charter of the City of Cheyenne, Wyoming, and is subject to the approval of the Board of Directors of the City of Cheyenne, Wyoming.

City Engineer, Cheyenne, Wyoming

BLANKS HERE AND AT ACCOUNTS PARK (WYOMING) COMPANY OF A PARTNER OF STATE OF WYOMING, INC. 1940 BLDG. 215 N. WYOMING ST. LARAMIE, WYOMING

Book 12, 200
Page 1500
BORING H. HENDERSON, ENGINEER
124 CENTRAL AVE. CHEYENNE, WYO.

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

88-180/83

HKD Homesite Company, a corporation of Cheyenne, Wyoming

* PROTECTIVE COVENANTS, MOUNTVIEW PARK, FOURTH FILING

to

* Dated June 17, 1950

The Public

* Filed June 24, 1950 at 9:17 A. M.

PROTECTIVE COVENANTS, MOUNTVIEW PARK, FOURTH FILING, AN ADDITION TO THE CITY OF CHEYENNE, WYOMING, BEING A SUB-DIVISION OF A PORTION OF E $\frac{1}{2}$ OF NW $\frac{1}{4}$ AND W $\frac{1}{2}$ OF NE $\frac{1}{4}$ OF SECTION 33-14-66.

KNOW ALL MEN BY THESE PRESENTS: That all lots and Blocks lying within Mountview Park, Fourth Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming, the same being a subdivision of a portion of the East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-three (33), in Township Fourteen (14) North, Range Sixty-six (66) West of the Sixth 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, covenant, 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, Fourth 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.

B. No building shall be erected, placed, or altered on any lot, lots or building plor in said Mountview Park, Fourth Filing, until the building plans, specifications, and plot showing the location of such building have been approved in writing by a majority of a committee composed of Harry B. Henderson, Hoyt Leach 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 alley.

D. No structure shall be erected or placed on any building plor 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.

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 the structure.



No.
Cont.
488-180/83

F. No trailer, basement, shack, garage, barn or other outbuildings erected in the subdivision shall at any time be used as a residence, temporarily as a residence or permanently as such, nor shall any structure of a temporary character be used as a residence. No unsightly structure or those which may constitute a nuisance shall be erected or maintained.

G. No one story dwelling shall have less than the requisite square feet of floor space or surface exclusive of the basement on any lot or building plot in the subdivision as set forth below: All of the Lots 1 to 14, inclusive, in Block 13, not less than 900 square feet. All of Lots 15, to 29 inclusive, in Block 13, not less than 800 square feet, all of lots in Block 26, not less than 800 square feet. All Lots in Block 27, not less than 720 square feet.

H. The covenants above set forth are hereby declared by the HKD Homesite Company, a Wyoming corporation, to be covenants running with the lands herein described. Said covenants shall be binding upon all parties hereto, their heirs, successors, personal representatives, grantees and assigns, and all persons claiming under them until January 1, 1977, at which time said covenants and each of them, shall be automatically extended for successive periods of ten years unless by a vote of the majority of the owners of the lots and blocks at that time, at a meeting convened for that purpose, its agreed by such majority to change, alter, modify, abolish or otherwise vary the covenants herein expressed, either 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, directly or indirectly, any of the covenants herein set forth, 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, directly or indirectly, any of the herein described covenants 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.

Dated this 17th day of June, 1950.

Witness: Hoyt Leech
(Corporate Seal)

Signed: HKD Homesite Company
By: Harry B. Henderson, President

Statutory acknowledgement June 17, 1950 by Harry B. Henderson, President, on behalf of said corporation by authority of its board of directors, before Hoyt Leech, Notary Public, Laramie County, Wyoming. (Notarial Seal)
Commission expires March 6, 1952.

