



First American Title™

These documents are provided by First American Title as a courtesy to you. Should you have any questions regarding these documents, please contact your Realtor or a Real Estate Attorney.

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.



Number 72 HKD HOMESITE COMPANY, * PROTECTIVE COVENANTS
 a corporation *
 to * Dated June 10, 1952
 *
 * Filed June 12, 1952
 * at 9:52 A.M.

520-229/
 33 The Public

Restriction having a preference
 limitation 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).

KNOW ALL MEN BY THESE PRESENTS: That all lots and blocks lying within Mountview Park, Fifth Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming, the same being a subdivision of a portion of the Northeast Quarter (NE $\frac{1}{4}$) of Section 33, in Township 14 North, Range 66 West of the 6th Principal Meridian, described as follows:

Beginning at the intersection of the centre line of Deming Boulevard and Laurel Drive, which point of intersection bears S 66°45' E 557.33 feet from NE $\frac{1}{4}$ corner of said Section 33; thence S 89°58' E along the centre line of Deming Blvd., a distance of 20 feet to a point; thence N 0°02' E a distance of 150 feet to a point on the south R/W line of Pershing Blvd.; thence S 89°58' E, along the south R/W line of Pershing Blvd., a distance of 910 feet to a point; thence S 0°02' W a distance of 522 feet to a point; thence S 89°58' W a distance of 116 feet to a point; thence S 0°02' W a distance of 396.35 feet to a point on the north R/W line of the Lincoln Highway (US #30); thence S 49°30' W, along said R/W line a distance of 629.86 feet to the West line of Spruce Drive extended; thence N 44°37' W, along the west line of Spruce Drive extended a distance of 150 feet to a point on the south line of Forest Drive; thence N 49°30' E, along the south line of Forest Drive, a distance of 30.08 feet to a point on the centre line of Spruce Drive; thence N 44°37' W, along the centre line of Spruce Drive, a distance of 754.72 feet to a point of curve; thence N 52°43' W on the long chord of a 19° curve to the left, a distance of 85.36 feet to the point of intersection with the centre line of Laurel Drive; thence N 26°23' E, on the long chord of a 20° curve to the left a distance of 255.6 feet to the point of tangent; thence N 0°02' E, along the centre line of Laurel Drive, a distance of 504 feet to the point of beginning. All in NE $\frac{1}{4}$, Sec. 33, T. 14 N., R. 66 W., 6th P.M., and containing 30.7 acres, more or less, 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, Fifth 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 plot in said Mountview Park, Fifth Filing, until the building plans, specifications, and plot plans 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



Number 72
Continued
520-229/
33

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 4 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 7 1/2 feet from any side lot line, nor nearer than 25 feet to any side street line, nor within 5 feet of the alley.

D. No structure shall be erected or placed on any building plot which plot has an area of less than 6,000 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 structures.

F. No trailer, basement, shack, garage, barn or other outbuildings erected in the subdivision shall at any time be used as a residence temporarily, or permanently as such, 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.

G. No one story dwelling shall have less than the requisite square feet of floor space or surface, exclusive of garage and basement, on any lot or building plot in the subdivision, which requisite floor space or surface in the various lots and blocks in the subdivision are as follows:

- All Blocks 1-10-11 and 34 - - - - 1400 sq. ft.
- All Blocks 35-36 - - - - 1200 sq. ft.
- All Block 12. A church may be erected thereon, but if not, said block shall be divided by a 16 ft. center alley from the north to the south line of said block and 4 lots shall be plotted on each side of said alley, and the requisite floor space of any dwelling thereon limited to a minimum of - - - - 1400 sq. ft.

H. The covenants above set forth are hereby declared by the MKD Homesite Company, a Wyoming corporation, to be covenants running with the lands herein described. Said covenants shall be binding upon all the 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, it is 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, di-



Number 72
Continued
520-229/
33

rectly or indirectly, any of the herein described cove-
nants, 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 ef-
fect.

Witnessed:
Mary Lou Phillips

Signed: H&D HOMESITE COMPANY
By: Harry B. Henderson,
President
Attest: E. Keith Thomson,
Assistant
Secretary

(Corporate Seal)

Acknowledged June 10, 1952 by Harry B. Henderson,
President, in behalf of said corporation by authority of
its board of directors, before Mary Lou Phillips, Notary
Public in Laramie County, Wyoming. (Notarial Seal) Com-
mission expires December 15, 1954

* * * * *

HKD Homesite Company, a corporation of Cheyenne, Wyoming

DECLARATION OF PROTECTIVE COVENANTS

Dated June 22, 1946.

in re

Mountview Park

Recorded June 25, 1946 at 11:26 A.M.

KNOW ALL MEN BY THESE PRESENTS: That all lots and blocks lying within Mountview Park, an addition to the City of Cheyenne Laramie County, Wyoming, the same being a subdivision of a portion of the North Half of Section 33, Township 14 North, Range 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, 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 shall be known and described as residential lots, except Block 5, and that part of Block 32 which lies south of the alley in said Blocks. Except as hereinafter provided, no structures shall be erected, altered, placed or permitted to remain on any residential 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 multiple dwellings for not more than four families may be erected on Blocks 4; 6; 7; Lots 10, 11, 12, and 13 in Block 20, Lots 1, 2, 3, 4, 19, 20, 21 and 22 in Block 21; Lots 1, 2, 3, 4, 19, 20, 21, and 22 in Block 22; Lots 11 to 21 inclusive in Block 23; and Lots 1 to 9 inclusive in Block 32;

B. Business buildings may be erected on Block 5 and that part of Block 32 which lies south of the alley in said Block, provided, however, that the phrase "Business buildings" shall not be construed to include warehouses, industrial plants, or manufacturing plants other than for the manufacture or treatment of products clearly incidental to the conduct of a retail business on the premises. A Hospital may be erected on Block 17 and a church and parish house may be erected on Block 19.

C. No building shall be erected, placed, or altered on any lot, lots or building plot in said Mountview Park until the building plans specifications and plot plan showing the location of such buildings 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 setback lines. In 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


Reasons why houses of a particular
description or description listed
on map, etc. (reg. sec. 4000)
cannot stand, or placed upon the
land is listed in the above set
restrictions under 42 USC 3001(c).

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.

D. No building shall be located on any residential lot or residential building plot nearer than 20 feet to the front lot line nor nearer than 10 feet to any side street line, nor within 5 feet of the alley.

E. No residential structure or multiple dwelling shall be erected or placed on any building plot which plot has an area of less than 5000 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 28 and 33, and Lots 1, 2, 3, and 4 in Block 4, where each building plot shall have access to two streets and where such building plots shall front on interior streets.

F. 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 ash pits or incinerators shall be located near sidewalks or in front of structures.


H. No trailer, basement, tent, shack, garage, barn or other outbuildings 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.

I. No dwelling having less than 720 square feet of floor surface shall be permitted on any lot or building plot in the subdivision.

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, 1976, 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 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.

Book 417
Page 196
Continued

L. Invalidation of any one of these covenants by judgment of 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: William C. Deming, President
Attest: Harry B. Henderson, Secretary

Acknowledged June 22, 1946 by William C. Deming, President on behalf of said corporation by authority of its Board of Directors, before Marina E. Wiggins, Notary Public, Laramie County, Wyoming. (Notarial Seal) Commission expires February 4, 1948.

* * * * *

* * * * *

Book 417
Page 377

HKD Homesite Company, a corporation of Cheyenne, Wyoming; George L. Cole and F. A. Cole,

AMENDED PROTECTIVE COVENANTS

Dated July 29, 1946

in re

Recorded July 30, 1946 at
9:16 A.M.

Mountview Park

WHEREAS, on June 22, 1946 and on June 25, 1946, HKD Homesite Company, a corporation, owned all lots and blocks lying within Mountview Park, an Addition to the City of Cheyenne, County of Laramie, State of Wyoming, situated in said Laramie County; and

WHEREAS, on June 22, 1946, said HKD Homesite Company duly executed a Declaration of Protective Covenants covering said Mountview Park, which Declaration of Protective Covenants was filed for record at 11:26 A.M. on June 25, 1946 in the office of the County Clerk and Ex-Officio Register of Deeds in and for Laramie County, and is duly recorded in Book 417 on pages 196, 197, 198 and 199 and 200 in said office; and

WHEREAS, the last sentence of Paragraph B of said Declaration of Protective Covenants provided as follows, to-wit: "A hospital may be erected on Block 17 and a church and parish house may be erected on Block 19"; and

WHEREAS, it is desired to amend said sentence to read as follows, to-wit: "A hospital may be erected on Block 17 and a church school, parish house and any other parish buildings may be erected on Block 19"; and

WHEREAS, said HKD Homesite Company now owns all lots and blocks lying within said Mountview Park with the exception of Blocks 5, 21 and 22 and Lots 10 to 20 inclusive in Block 20 which lots and blocks are now owned by George L. Cole and F. A. Cole who join in this instrument;

NOW THEREFORE, the last sentence of Paragraph B of said Declaration of Protective Covenants is hereby amended to read as follows to-wit:

"A hospital may be erected on Block 17 and a church, church school, parish house and any other parish buildings may be erected on Block 19".

(Continued Next Page)

Book 417
Page 377
Continued

One Witness
(Corporate Seal)

Signed: HKD Homesite Company
By: William C. Deming, President
Attest: Harry B. Henderson, Secretary

Signed: George L. Cole
F. A. Cole

Acknowledged July 29, 1946 by William C. Deming, President of HKD Homesite Company, on behalf of said corporation by authority of its Board of Directors, before Hoyt Leech, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires March 6, 1948.

Acknowledged July 29, 1946 by George L. Cole and F. A. Cole, before Hoyt Leech, a Notary Public, in Laramie County, Wyoming. (Notarial Seal) Commission expires March 6, 1948.

* * * * *

* * * * *