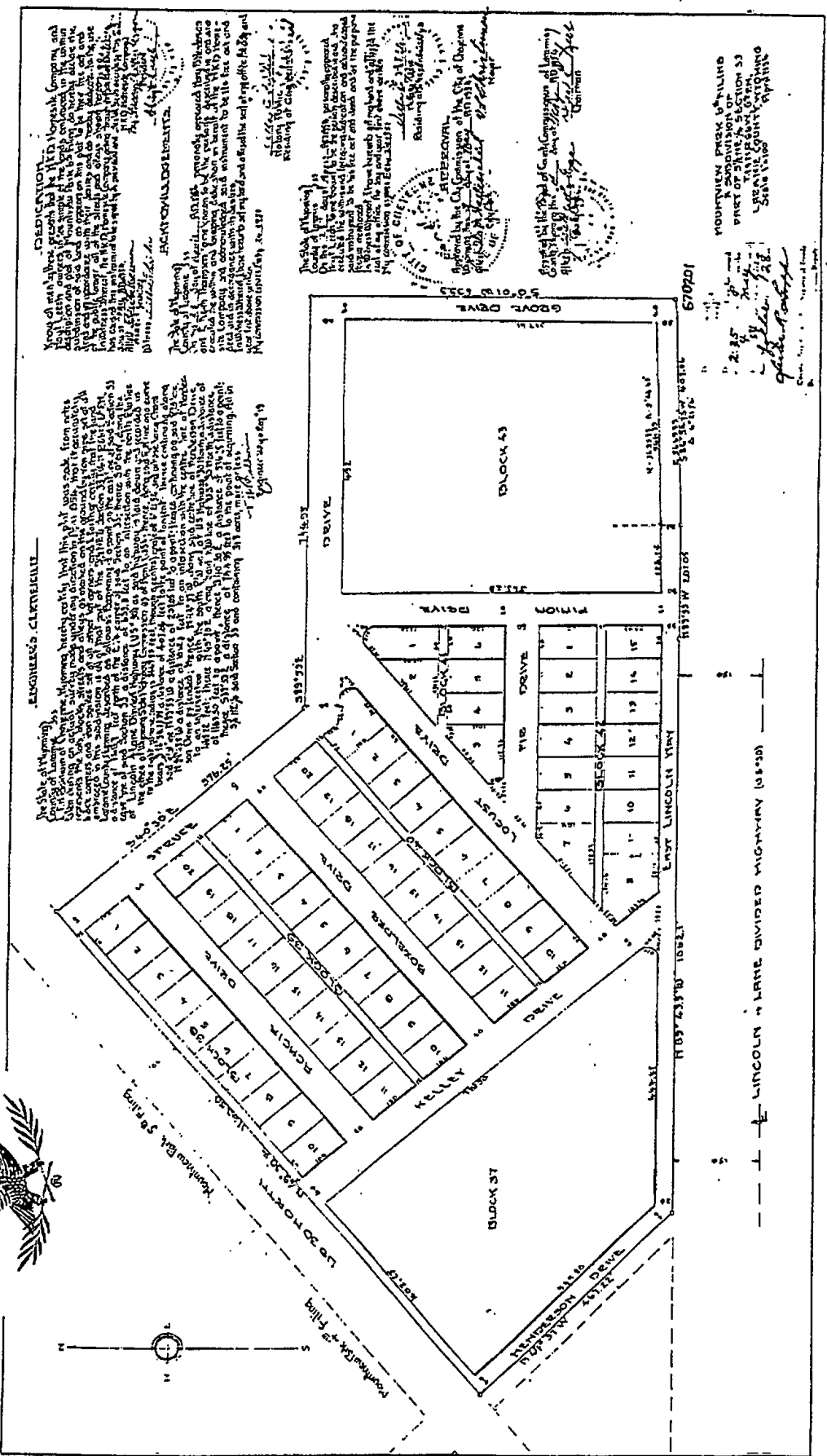




First American Title™

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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.



REASONER'S CERTIFICATE

The State of Vermont, ss.
 I, , Attorney-at-Law,
 do hereby certify that the above
 plat is a true and correct copy
 of the original filed in my
 office on the 27th day of
 August, 1954, and that the
 same has been duly recorded
 in the public records of
 the County of Orleans, State
 of Vermont, as shown by
 the index thereto.

REC'D OF ALL DISEASES

The State of Vermont, ss.
 I, , Health Officer,
 do hereby certify that the above
 plat is a true and correct copy
 of the original filed in my
 office on the 27th day of
 August, 1954, and that the
 same has been duly recorded
 in the public records of
 the County of Orleans, State
 of Vermont, as shown by
 the index thereto.

CITY OF ORLEANS

The City of Orleans, ss.
 I, , Mayor,
 do hereby certify that the above
 plat is a true and correct copy
 of the original filed in my
 office on the 27th day of
 August, 1954, and that the
 same has been duly recorded
 in the public records of
 the County of Orleans, State
 of Vermont, as shown by
 the index thereto.

CITY OF ORLEANS

The City of Orleans, ss.
 I, , Mayor,
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 plat is a true and correct copy
 of the original filed in my
 office on the 27th day of
 August, 1954, and that the
 same has been duly recorded
 in the public records of
 the County of Orleans, State
 of Vermont, as shown by
 the index thereto.

RECEIVED

By the City of Orleans
 27th August 1954

MODIFIED PLAT

A SUBDIVISION OF
 PART OF PLAT SECTION 33
 LOT 3, COUNTY OF ORLEANS,
 STATE OF VERMONT

27
 AUG
 1954

Number 72 HKD HOMESITE COMPANY, a corporation of Cheyenne, Wyoming, and HOYT LEECH,

* DECLARATION OF PROTECTIVE COVENANTS.

to

* Filed August 17, 1954 at 10:27 A.M.

556-64/68 The Public

PROTECTIVE COVENANTS, MOUNTVIEW PARK, SIXTH FILING, AN ADDITION TO THE CITY OF CHEYENNE, WYOMING, BEING A SUBDIVISION OF A PORTION OF S 1/2 OF NE 1/4 OF Section 33-14-66.

Notice
of
Recording
of
Declarations
of
Protective
Covenants
and
Restrictions
hereby
filed
for
recording
in
Book
42
Page
3004(C)

KNOW ALL MEN BY THESE PRESENTS: That all lots and blocks lying within Mountview Park, Sixth Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming, the same being a subdivision of a portion of the South Half (S 1/2) of the Northeast Quarter (NE 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, covenants, charges and agreements contained in the within Declaration of Protective Covenants by HKD Homesite Company, a corporation, and Hoyt Leech, the undersigned owners thereof, and each of them 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, Sixth Filing, shall be known and are zoned under the provisions of Chapter 29, Ordinances of the City of Cheyenne, 1950, as follows:

RESIDENCE "A" DISTRICT

All of Blocks 38, 39, 40, 41 and Lots 1, 2, 3, 4, 5, 6, 7, Block 42.

RESIDENCE "B" DISTRICT

All of Lots 8, 9, 10, 11, 12, 13, 14, 15, Block 42.

BUSINESS "D" DISTRICT

All of Blocks 43 and 44, 45, and 46.

B. No building shall be erected, placed, or altered on any lot, lots or building plot in said Mountview Park, Sixth 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 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



Number 72 who thereafter shall have all the powers, subject to the same Continued limitations, as were previously delegated herein to the afore-said committee.

556-64/68

C. No building shall be located on any A and B zone residential lot or 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.

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.

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 out-buildings erected in the subdivision shall at any time be used as a residence, temporarily as a residence, or permanently as such, nor shall any structures 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 the basement, on any lot or building plot in the A and B zoned areas of the subdivision as set forth below:

900 square feet for dwellings without basements,

850 square feet for dwellings with basements.

H. The covenants above set forth are hereby declared by the undersigned owners of all of said property, to 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, it is agreed by such majority to change, alter, modify, abolish, or otherwise vary the covenants herein expressed, either in whole or in part.

I. 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.

J. 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 4th day of August, 1954.

Witnessed:
Willa E. Crider
(Corporate Seal)

Signed: HKD HOMESITE COMPANY
By: Harry B. Henderson, President
Signed: Hoyt Leech

Acknowledged August 4, 1954, by Harry B. Henderson, President of HKD Homesite Company, in behalf of said corporation by authority of its board of directors, before Willa E. Crider, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires February 24, 1957.

Acknowledged August 4, 1954, by Hoyt Leech, before A. H. Moeller, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires December 10, 1957.





RECORDED FEB 5 1985 AT 336 O'CLOCK P.M.
RECORDED 777865 JANET C. WHITEHEAD, RECORDER

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)
TO: THE PUBLIC

PARTIAL VACATION OF DECLARATION OF PROTECTIVE COVENANTS

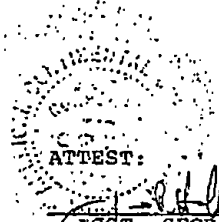
American Continental Corporation the owner of the described premises does hereby void and vacate a certain Declaration of Protective Covenants as filed August 17, 1954 in Book 556, Pages 64-68, records of the County Clerk, Laramie County, Wyoming as such protective covenants relate to and include only the following described real estate:

Block 43, Mountview Park, Sixth Filing, An addition to the City of Cheyenne, Laramie County, Wyoming.

DATED this 30th day of January, 1985.

AMERICAN CONTINENTAL CORPORATION

BY: Robert J. Hubbard, Jr.



ATTEST: [Signature]
ASST. SECRETARY

STATE OF COLORADO)
) SS:
COUNTY OF)

The above and foregoing was subscribed and sworn to before me by Robert J. Hubbard, Jr. as Vice President of American Continental Corporation this 30th day of January, 1985.

Witness my hand and official seal.

[Signature]
Notary Public

*Notary to
be
in
to*

Expires: ^

Book 1210