

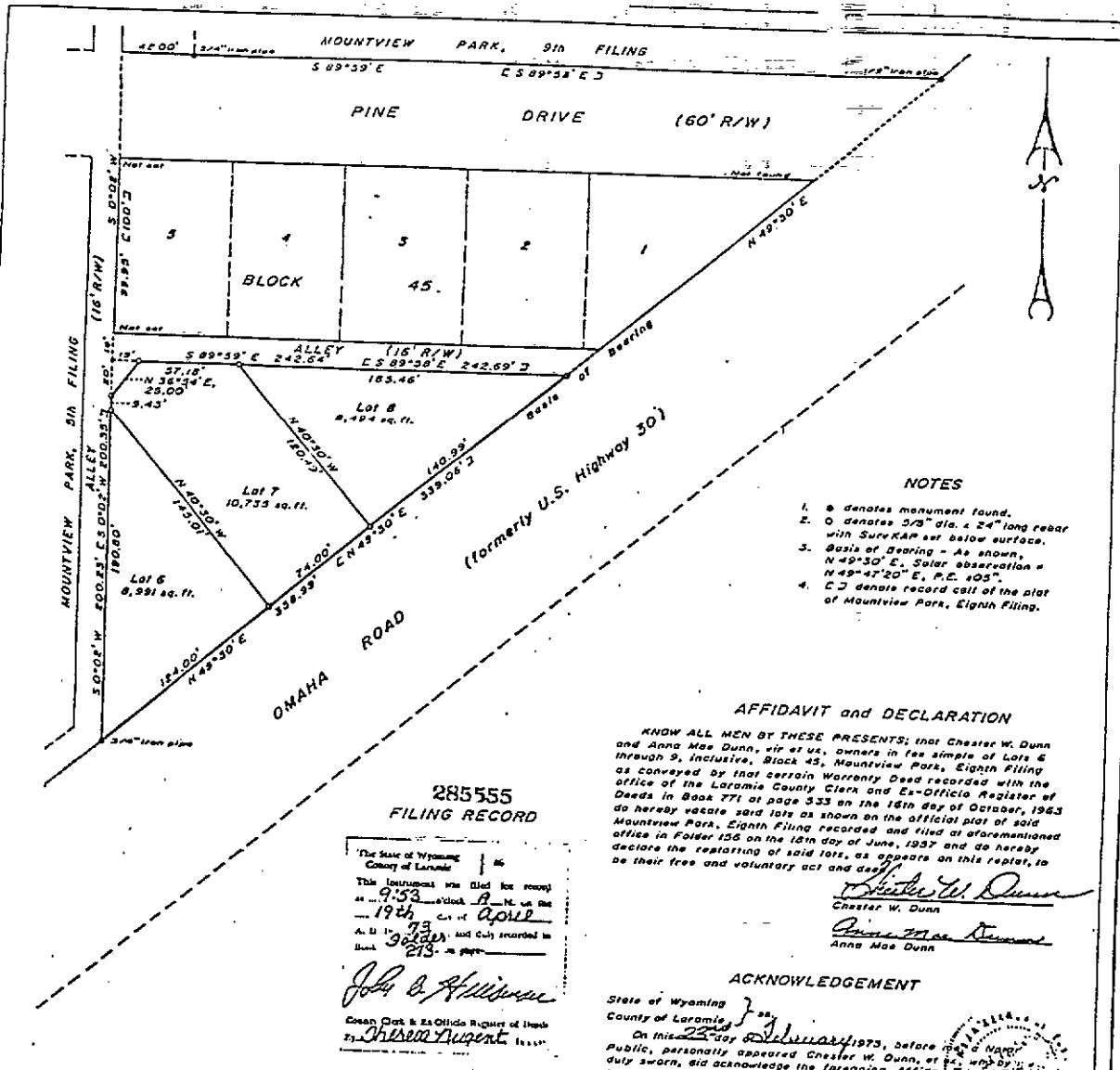


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**NOTES**

1. \* denotes monument found.
2. O denotes 3/8" dia. x 24" long rebar with SurvKAP set below surface.
3. Basis of Bearing - As shown, N 49° 30' E, Solar observation N 49° 42' 20" E, P.C. 403".
4. C.J. denotes record call of the plat of Mountview Park, Eighth Filing.

**AFFIDAVIT and DECLARATION**

KNOW ALL MEN BY THESE PRESENTS; that Chester W. Dunn and Anna Mae Dunn, vir et ux, owners in fee simple of Lots 6 through 9, inclusive, Block 45, Mountview Park, Eighth Filing as Conveyed by that certain Warranty Deed recorded with the office of the Laramie County Clerk and Ex-Officio Registrar of Deeds in Book 771 of page 333 on the 18th day of October, 1963 do hereby vacate said lots as shown on the official plat of said Mountview Park, Eighth Filing recorded and filed at aforementioned office in Folder 156 on the 18th day of June, 1937 and do hereby declare the restating of said lots, as appears on this report, to be their free and voluntary act and deed.

*Chester W. Dunn*  
Chester W. Dunn  
*Anna Mae Dunn*  
Anna Mae Dunn

**ACKNOWLEDGEMENT**

State of Wyoming }  
County of Laramie } ss.  
On this 23rd day of February, 1973, before me, JAMIE G. JONES, Notary Public, personally appeared Chester W. Dunn, et ux, who by me duly sworn, did acknowledge the foregoing Affidavit and Declaration for the purposes therein mentioned.  
Witness my hand and seal.

*Jamie G. Jones*  
Notary Public

**APPROVALS**

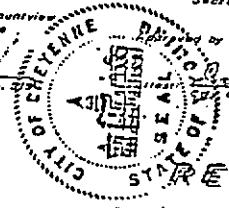
Approved by Regional Planning Commission this 4 day of April, 1973.  
Attest: *Gregory* Secretary  
Approved by the City Council of the City of Cheyenne this 11th day of April, 1973.  
*John Crawford* City Clerk  
*Bill Nelson* Mayor

285555  
FILING RECORD

The State of Wyoming  
County of Laramie } ss.  
This instrument was filed for record at 9:53 o'clock P.M. on the 19th day of April, 1973, and duly recorded in Book 362 pages 213.  
*John B. Anderson*  
County Clerk & Ex-Officio Registrar of Deeds  
Cheyenne, Wyoming

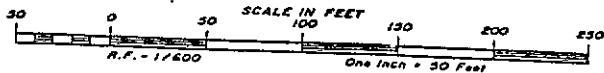
**CERTIFICATE of SURVEYOR**

State of Wyoming } ss.  
County of Laramie }  
I, R.L. Hudson, a Land Surveyor registered in the State of Wyoming do hereby certify that this report has been prepared from the field notes of a survey made by me on the 16th day of February, 1973 and that it correctly and accurately represents said survey of the lots as shown hereon as monumented on the ground and that said report embraces all of the following described lands, to wit:  
Lots 6 through 9, inclusive, Block 45, Mountview Park, Eighth Filing; City of Cheyenne, Laramie County, Wyoming.



REPLAT OF  
**Lots 6 - 9, Block 45,  
Mountview Park,  
Eighth Filing**

SITUATE WITHIN THE CITY OF CHEYENNE, LARAMIE COUNTY, WYOMING



R.L. HUDSON - LAND SURVEYOR  
Cheyenne, Wyoming

February 1973

Job No. 73-174

Restrictions indicating 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).



Number 77 Vern D. Emons, et al

to

620-86/87 The Public

Recites:

\* PROTECTIVE COVENANTS

\* Dated July 10, 1957

\* Recorded July 15, 1957

\* at 3:45 P.M.

KNOW ALL MEN BY THESE PRESENTS: That all lots and blocks lying within Mountview Park, eighth Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming, the same being a subdivision of a portion of the Northeast Quarter (NE<sup>1</sup>) of Section 33, in Township 11 North, Range 06 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 VERN D. EMMONS, MILDRED H. EMMONS, GEORGE F. BOWLES AND CARLETTE M. BOWLES and said persons do 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, Eighth 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, Eighth 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 VERN D. EMMONS AND GEORGE F. BOWLES, 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 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 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 5,000 square



Number 77  
Continued  
620-86/87

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 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 BLOCK 45 . . . . . 1200 sq. ft.
- ALL LOTS 1-2-3 BLOCK 46 . . . . . 1400 sq. ft.
- ALL LOTS 4-5, BLOCK 46 . . . . . 1200 sq. ft.

H. The covenants above set forth are hereby declared by VERN D. EMMONS, MILDRED H. EMMONS, GEORGE F. BOWLES, and CARLETTE M. BOWLES to be covenants running with the lands herein described. Said covenants shall be binding upon all the parties hereto, their heirs, successors, personal representative, grantees and assigns, and all persons claiming under them until January 1, 1999, 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.

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.

Signed: Vern D. Emmons  
Mildred H. Emmons  
George F. Bowles  
Carlette M. Bowles

Attest: Helen L. Garrity, Notary Public

Subscribed and sworn to July 15, 1957, before Helen L. Garrity, a Notary Public in Laramie County, Wyoming.  
(Notarial Seal) Commission expires March 6, 1958.

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