DECLARATION OF PROTECTIVE COVENANTS

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 (N/2) of Section Thirty-three (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 Block. 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 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 setback lines. In the 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 60 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.
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 the side street line, nor
within 5 feet of the alley.

E. No residential structure or minor 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 ashpits or incinerators shall be located near sidewalks or
in front of structures.

G. No persons of any race other than the Caucasian race
shall use or occupy any building or any lot, except that this
covenant shall not prevent occupancy by domestic servants of
a different race domiciled with an owner or tenant.

H. 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 con-
stitute 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.

L. 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 June 27, 1946

HED Homesite Company

By William C. Deming
President

Witness: [Signature]

Attent: Harry B. Henderson
Secretary
THE STATE OF WYOMING } SS
COUNTY OF LARAMIE

On this 10th day of June, 1946, before me appeared William C. Deming, to me personally known, who, being by me duly sworn, did say that he is president of MXD Homesite Company, a Wyoming corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said William C. Deming acknowledged said instrument to be the free act and deed of said Corporation.

My commission expires February 10, 1946.

In Witness whereof, I have hereunto set my hand and affixed my notorial seal this 20th day of June, 1946.

[Signature]
Notary Public
KNOW ALL MEN BY THESE PRESENTS:

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, 199 and 200 in said office; and

WHEREAS, the last sentence of Paragraph B of said Declaration of Protective Covenants provides 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, 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."
Dated this 29th day of July, 1946.

HKD Homesite Company

By William C. Deming
President

Attest: Harry B. Anderson
Secretary

George L. Cole

Witness:

Witness:

THE STATE OF WYOMING } SS
COUNTY OF LARAMIE

On this 29th day of July, 1946, before me appeared William C. Deming, to me personally known, who, being by me duly sworn, did say that he is president of HKD Homesite Company, a Wyoming corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said William C. Deming acknowledged said instrument to be the free act and deed of said Corporation.

My commission expires March 2, 1946.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 29th day of July, 1946.

Notary Public

THE STATE OF WYOMING } SS
COUNTY OF LARAMIE

On this 29th day of July, 1946, before me
personally appeared George L. Cole and F. A. Cole, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My commission expires [illegible] 1946.

Given under my hand and notarial seal this 29th day of July, 1946.

[signature]
Notary Public