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M. & B. Development Co.,
in re



DECLARATION OF PROTECTIVE
COVENANTS

Northcrest Addition

Dated May 2, 1961

Recorded May 9, 1961 at
4:27 P.M.

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

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, M. & B Development Co., being the present owner of NORTHCREST addition to the City of Cheyenne, Laramie County, Wyoming, Filing Number One, and all blocks and lots included therein, do hereby covenant and agree that all said blocks in said Addition and all lots in said blocks are held subject to and with the benefit of all the restrictions, conditions, covenants, charges and agreements contained in the within declaration of protective covenants, and they do further hereby covenant and agree that any subsequent grants of any of the said lots now owned by them shall be subject to covenants and restrictions hereinafter set forth.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars. No building of any kind shall be moved onto the above subdivision, and all construction shall be new.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specification and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$8,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story.

4. BUILDING LOCATION. No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 55 feet or more from the minimum building set back line. No dwelling shall be located on any interior lot nearer

(Continued Next Page)



- than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot. In event a house is turned on a corner lot to face the side street, the setback line at the front of the lot shall be 5 feet greater than the setback of the adjoining house and the setback line on the side street shall be 25 feet.
5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5000 square feet.
6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, except for lumber shed, shop, office building and one trailer house during construction period.
8. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
9. FENCES. Yard fences, walls, or hedges may extend only from the rear of any lot to the front or side setback line, and there shall be no front yard fencing, walls or hedge.
10. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that are not kept, bred, or maintained for any commercial purpose.
11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in clean and sanitary condition.
12. SIGNS. No signs of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than 5 square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.
13. EASEMENTS. Easements 5 feet wide along each side of each lot are reserved for installation and maintenance of utilities and drainage facilities.
14. MEMBERSHIP. The architectural control committee is composed of Thomas P. Black, Jr., Edwin A. Nelson and Jerome Mark, all of Cheyenne, Wyoming. A majority of the committee may designate a representative to act for it. In the event of death or

resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

15. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The failure of such committee or its representative to approve or disapprove any proposed building plan shall not in any way relieve the owner or the builder from his legal responsibility to comply with the covenants, conditions and restrictions contained herein.

16. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

17. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

18. SEVERABILITY. 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 at Cheyenne, Wyoming, this 2d day of May, 1961.

Corporate Seal

Signed: M & B DEVELOPMENT CO.
By: Tom Black Jr., President
Attest: Edwin A. Nelson, Assistant
Secretary

Acknowledged May 2, 1961 by Thomas P. Black, Jr., President of M & B Development Co., to be the free act and deed of said corporation, before Wm. R. Lear, Notary Public, Fremont County, Wyoming. (Notarial Seal) Commission expires October 13, 1964.

Reception No. 941276.

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Harry Poulos and
Mary G. Poulos

FIRST AMENDMENT OF DECLARATION OF
PROTECTIVE COVENANTS, NORTHCREST
ADDITION FIRST FILING

In re

Dated June 5, 1962

Northcrest Addition

Recorded Jun. 5, 1962 at
4:25 P.M.

Restrictions indicating a preference,
limitation or discrimination based
on race, color, religion, sex, handicap,
family status, or marital origin are
hereby deleted to the extent such
restrictions violate 42 USC 3604(c).

(PLAT folder #195 OFFICE OF COUNTY CLERK, LARAMIE COUNTY, WYOMING)
KNOWN ALL MEN BY THESE PRESENTS: The undersigned being the present
owners of the lots in Northcrest Addition, First Filing, an Addition
to the City of Cheyenne, Laramie County, Wyoming, being a Subdivision
of Part of the North West 1/4, North West 1/4, North West 1/4 of Section
27, Township 14, North Range 66 West, 6th Principal Meridian, do
hereby covenant and agree that all of the premises herein contained
are held subject to and with the benefit of all the restri-
tive conditions, covenants, changes and agreements contained in the
Declaration of Protective Covenants heretofore recorded in Book 697
at Page 554 except that Paragraph 1 hereby is amended as stated
hereinafter, and they do hereby further covenant and agree that any
subsequent grants of any of the lots owned by them shall be subject
to the covenants and restrictions hereinbefore set forth and the
amended Paragraph 1 as follows:

1. LAND USE AND BUILDING TYPE. No lot, (except Lots 1, 2, 3,
4, 5, and 6, in Block 1) shall be used except for residential pur-
poses. No building shall be erected, altered, placed, or permitted
to remain on any lots other than one detached single-family dwelling
not to exceed two stories in height and a private garage for not
more than two cars. No building of any kind shall be moved onto
the above subdivision, and all construction shall be new.

Dated this 5th day of June, 1962.

NORTHCREST ADDITION,
A SUBDIVISION OF THE City of
Cheyenne, Laramie County, Wyoming.

Signed: Harry Poulos
Mary G. Poulos

Acknowledged June 5, 1962 before Doris M. Kalber, Notary
Public, Laramie County, Wyoming. (Notarial Seal)
Commissinn expires July 1, 1965.

Reception No. 980640.

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Book 731

Page 301

Kenneth P. Leary (Mrs.)
and Wilford D. Johnson

in re

Northcrest Addition

FIRST AMENDMENT OF DECLARATION OF
PROTECTIVE COVENANTS, NORTHCREST
ADDITION FIRST FILING

Dated June 5, 1962

Recorded Jun. 5, 1962 at
4:25 P.M.

(PLAT folder #195 OFFICE OF COUNTY CLERK, LARAMIE COUNTY, WYOMING)
KNOWN ALL MEN BY THESE PRESENTS: The undersigned being the present owners of the lots in Northcrest Addition, First Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming, being a subdivision of Part of the North West $\frac{1}{4}$, North West $\frac{1}{4}$, North West $\frac{1}{4}$ of Section 27, Township 14, North Range 66 West, 6th Principal Meridian, do hereby covenant and agree that all of the premises herein contained are held subject to and with the benefit of all the restrictive conditions, covenants, changes and agreements contained in the Declaration of Protective Covenants heretofore recorded in Book 697 at Page 554 except that Paragraph 1 hereby is amended as stated hereinafter, and they do hereby further covenant and agree that any subsequent grants of any of the lots owned by them shall be subject to the covenants and restrictions hereinbefore set forth and the amended Paragraph 1 as follows:

1. LAND USE AND BUILDING TYPE. No lot, (except Lots 1, 2, 3, 4, 5, and 6, in Block 1) shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars. No building of any kind shall be moved onto the above subdivision, and all construction shall be new.

Dated this 5th day of June, 1962.

NORTHCREST ADDITION,
A SUBDIVISION OF THE City of
Cheyenne, Laramie County, Wyoming.

Signed: Kenneth P. Leary (Mrs.)
Wilford D. Johnson

Acknowledged June 5, 1962 before Harry Poulos, Notary Public,
Laramie County, Wyoming. (Notarial Seal)
Commission expires July 7, 1963.

Reception No. 980641.

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Lloyd W. Jewel, Vincent L. Altermott and Leon C. Rossow

in re

Northcrest Addition

FIRST AMENDMENT OF DECLARATION OF PROTECTIVE COVENANTS, NORTHCREST ADDITION FIRST FILING

Dated June 5, 1962

Recorded Jun. 5, 1962 at 4:25 P.M.

(PLAT folder #195 OFFICE OF COUNTY CLERK, LARAMIE COUNTY, WYOMING) KNOWN ALL MEN BY THESE PRESENTS: The undersigned being the present owners of the lots in Northcrest Addition, First Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming, being a Subdivision of Part of the North West 1/4, North West 1/4, North West 1/4 of Section 27, Township 14, North Range 66 West, 6th Principal Meridian, do hereby covenant and agree that all of the premises herein contained are held subject to and with the benefit of all the restrictive conditions, covenants, changes and agreements contained in the Declaration of Protective Covenants heretofore recorded in Book 697 at Page 554 except that Paragraph 1 hereby is amended as stated hereinafter, and they do hereby further covenant and agree that any subsequent grants of any of the lots owned by them shall be subject to the covenants and restrictions hereinbefore set forth and the amended Paragraph 1 as follows:

1. LAND USE AND BUILDING TYPE. No lot, (except Lots 1, 2, 3, 4, 5, and 6, in Block 1) shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars. No building of any kind shall be moved onto the above subdivision, and all construction shall be new.

Dated this 5th day of June, 1962.

NORTHCREST ADDITION, A SUBDIVISION OF THE City of Cheyenne, Laramie County, Wyoming

Signed: Lloyd W. Jewel
Vincent L. Altermott
Leon C. Rossow

Acknowledged June 5, 1962 before Harry Poulos, Notary Public, Laramie County, Wyoming. (Notarial Seal) Commission expires July 7, 1963.

Reception No. 980642.



Book 731
Page 303

Robert M, Koehlhoeffer, et al
in re

Northcrest Addition

FIRST AMENDMENT OF DECLARATION OF
PROTECTIVE COVENANTS NORTHCREST
ADDITION, FIRST FILING

Dated June 5, 1962

Recorded Jun. 5, 1962 at
4:25 P.M.

(PLAT folder #195, OFFICE OF COUNTY CLERK, LARAMIE COUNTY, WYOMING)
KNOWN ALL MEN BY THESE PRESENTS: The undersigned being the present
owners of of lots in Northcrest Addition, First Filing, an Addition
First Filing, an Addition to the City of Cheyenne, Laramie County,
Wyoming, being a Subdivision of Part of the North West $\frac{1}{4}$, North
West $\frac{1}{4}$, North West $\frac{1}{4}$ of Section 27, Township 14, North Range 66
West, 6th Principal Meridian, do hereby covenant and agree that
all of the premises herein contained are held are held subject to
and with the benefit of all the restrictive conditions, covenants,
changes and agreements contained in the Declaration of Protective
Covenants heretofore recorded in Book 697 at Page 554 except that
Paragraph 1 hereby is amended as stated hereinafter, and they do
hereby further covenant and agree that any subsequent grants of
any of the lots owned by them shall be subject to the covenants
and restrictions hereinbefore set forth and the amended Paragraph
1 as follows:

1. LAND USE AND BUILDING TYPE. No lot, (except Lots 1, 2,
3, 4, 5, and 6, in Block 1) shall be used except for residential
purposes. No building shall be erected, altered, placed, or per-
mitted to remain on any lot other than one detached single-family
dwelling not to exceed two stories in height and a private garage
for not more than two cars. No building of any kind shall be
moved onto the above subdivision, and all construction shall be
new.

Dated this 5th day of June, 1962.

Signed: Robert M. Koehlhoeffer
Donald F. Hawley
Gilbert B. Vigil
Joseph M. Thibedeaux
John C. Seely
Lawrence B. Bertilson

NORTHCREST ADDITION,
A SUBDIVISION OF THE City of
Cheyenne, Laramie County, Wyoming
Cecil Earl Timmons
Kenneth D. Swope
Clifford W. Brown
Roger E. Cutsforth
Darrell W. Trussell

Acknowledged June 5, 1962 before Harry Poulos, Notary Public,
Laramie County, Wyoming. (Notarial Seal)
Commission expires July 7, 1963.

Reception No. 980643.

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