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Poulos Investment Co.
Cheyenne, Laramie County, Wyoming

DECLARATION OF PROTECTIVE
COVENANTS

to

DATED: November 1, 1972

The Public:

FILED:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Poulos Investment Co., a Corporation of Cheyenne, Laramie County, Wyoming, being the present owners of Blocks 5 and 6 in Bal Air Hills, 2nd filing, an Addition to the City of Cheyenne, Laramie County, Wyoming, do hereby covenant and agree that all of said lots in said blocks are held subject to and with the benefit of all the restriction, 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.

I. 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 family dwellings not to exceed two stories in height and a private garage for not more than two cars. All construction shall be new and no building or buildings may be moved from another location onto any site in this subdivision.

II. ARCHITECTURAL CONTROL.

No building shall be erected, placed or altered on any lot until the construction plans and specifications 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. No fence, wall or hedges shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. There shall be no front yard fencing, walls or hedges. All structures must have not less than $\frac{1}{2}$ of the front in brick.

III. DWELLING COSTS, QUALITY AND SIZE.

No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 for one story, \$10,000.00 for one and one-half story and \$12,000.00 for two-story based upon costs 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 900 square feet. The floor area for one and one-half story shall not be less than 650 square feet, and for the main floor area for a two-story, not less than 600 square feet.

IV. 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 any 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 setback line. No dwelling shall be located on any interior lot nearer than 20 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.

V. LOT AREA AND WIDTH.

No dwelling shall be erected or placed on any lot having a width of less than 40 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area less than 5200 square feet.

VI. NUISANCES.

No noxious, offensive or commercial activity shall be carried on upon any lot in the subdivision.

VII. TEMPORARY STRUCTURES.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building 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.

Parking of trailer campers, truck campers, bus campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours, when parked on the street in front of a residence or on the front driveway or parking area between the front building line and the street.

The parking of boats and boat trailers on the street or on the driveway or on any parking area between the front building line of a residence and the street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or on the front driveway or on any parking area between the front building line of the residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.

or

Vehicles of size larger than the now standard American manufactured motor car, vehicles the primary use of which is other than the transportation of passengers not for hire, vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers, boats and boat trailers, tractors and trailers shall not be parked on the streets or any of the front portions (within 40 feet of the street right-of-way) of any lot or lots for a continuous period of more than 48 hours. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative.

VIII. 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.

IX. 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 they are not kept, bred, or maintained for any commercial purpose.

X. GARBAGE AND REFUSE DISPOSAL.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes 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.

XI. SIGNS.

No signs of any kind shall be displayed to the public view on any lot, except advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period, said signs to be of reasonable size and design.

XIII. MEMBERSHIP.

The architectural control committee is composed of Harry Poulos, Mary G. Poulos and Steven H. Poulos 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 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 members of the architectural control committee may change the membership of the committee by a majority vote of said members.

XIII. 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 plan and specifications have been submitted to it, the owner of the premises may proceed to construct improvements upon said premises in accordance with the plans and specifications submitted to said committee, and the committee shall be deemed to have approved the same. The failure of such representative to approve or disapprove any proposed building plans shall not in any way relieve the owner or builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained herein.

XIV. 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 thirty-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 have been recorded, agreeing to change said covenants in whole or in part.

XV. ENFORCEMENT.

Any person or persons owning any lot or lots within the said Bel Air Hills Addition to the City of Cheyenne, 2nd filing, may prosecute any proceedings at law or equity against any person or persons violating or attempting to violate any covenants herein contained, to restrain or enjoin any such violation and to recover damages for such violation.

XVI. SEWERABILITY.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Signed at Cheyenne, Wyoming, this 1st day of November, 1972.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer, the day and year first above written.

(SEAL)

Attest: *Steven H. Poulos* Secretary. By *Harry Poulos* President

THE STATE OF WYOMING, County of *Laramie* ss.

On *1st* day of *November*, 1972, before me personally appeared *Harry Poulos* to me personally known, who, being by me duly sworn, did say that he is the *President* of *Poulos Investment Co.*

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said *Harry Poulos* acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires on the _____ day of _____, A. D. 19____

Given under my hand and notarial seal this *1st* day of *November*, A. D. 19 *72*

Com. Expires 4-16-76 *Clara T. Hansen* Notary Public.