

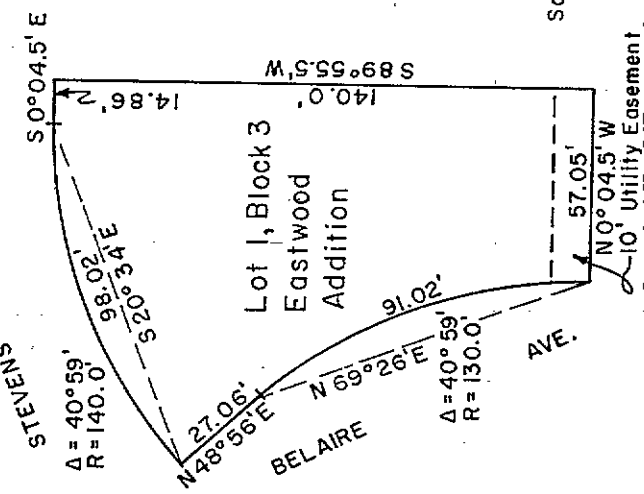
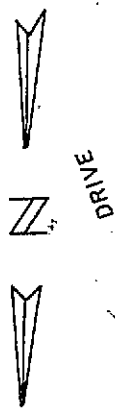


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972942



NOTE: All distances on curves are chord distances.

Scale 1" = 40'

The State of Wyoming }
 County of Laramie }
 This instrument was filed for record
 at 2:14 P.M. on the 16th day of
 March, 1962, and duly recorded in
 Book 176, Page 306.
 Francis J. Thornton
 County Clerk & Ex-Officio Registrar of Deeds,
 By: *[Signature]* Deputy

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that Harry Poulos and Mary G. Poulos, owners in fee simple of the land embraced in this Amended Plat of Lot 1, Block 3, EASTWOOD ADDITION, 1st FILING, do hereby declare the amended plat of the within described land, to be their free act and deed and in accordance with desires, and by these presents do dedicate for the perpetual use of the public the streets and utility easement as shown.

Catherine D. Buchanan *Harry Poulos*
 Witness *Harry Poulos*
Louis M. Fadden *Mary G. Poulos*
 Witness *Mary G. Poulos*

ACKNOWLEDGEMENT

State of Wyoming }
 County of Laramie }
 ss

On this 18 day of March, A. D. 1962, before me personally appeared Harry Poulos and Mary G. Poulos, to me known to be the persons described in and who executed the within and foregoing dedication, and acknowledged said instrument to be their free act and deed and for the purpose therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office the day and year first above written.

Louis M. Fadden
 Notary Public
 Residing at Cheyenne, Wyo.

My commission expires July 1965

ENGINEER'S CERTIFICATE

State of Wyoming }
 County of Laramie }
 ss

I, Francis J. Thornton, of Cheyenne, Wyoming, do hereby certify that this amended plat of Lot 1, Block 3, EASTWOOD ADDITION, FIRST FILING, an addition to the City of Cheyenne, Laramie County, Wyoming, was made from notes taken during an actual survey made by me during December, 1961, and that it correctly represents the true lot dimensions as marked on the ground with iron pins at all corners, the original measurement of 55.60 feet for the west boundary of said lot 1 being hereby amended to 57.05 feet, all other lot dimensions remaining the same as shown on the original filing.

Francis J. Thornton
 Wyo. Reg. No 533 PE & LS

APPROVALS

Approved, by the City Commission of the City of Cheyenne this 19th day of February, A.D., 1962

Attest *William F. Berlin* *Robert Kingham*
 County Clerk Mayor act.

Approved by the Board of County Commissioners of Laramie County, Wyoming, this 6 day of March, A.D., 1962

Attest *Robert Kingham* *Stan E. Peck*
 County Clerk Chairman of the Board
 AMENDED PLAT OF LOT 1, BLK. 3

umber 28

42-398

R. P. McCann and Anna
I. McCann, husband and
wife, as joint tenants
with right of survivorship,

WARRANTY DEED

Dated October 1st, 1958

To

Recorded Oct 29, 1958 at
2:45 P.M.

Harry Poulos and
Gus Balafoutis.

Consideration: \$25,000.00

Conveys and Warrants, Block 1 of McCann Addition to the
City of Cheyenne, Laramie County, Wyoming, Also,

All that part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying south of the Truck
Route of the Lincoln Highway, (U. S. No. 30), as said Highway
is laid down and recorded in the office of the Wyoming Highway
Commission as of January 1st, 1958, and,

The W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, all in Section 34, T. 14 N., R. 66 W.,
6th P. M., Laramie County, Wyoming; and, subject, however, to
any and all Covenants of Record relative to the above described
land.

It is further stipulated that the East 40 feet of the
above described land is reserved for road purposes and is
hereby dedicated to the use of the public forever. Any
residence building erected hereon shall be not less than a
four room modern construction.

It is likewise understood and agreed by and between the
parties hereto that neither of them nor their heirs, executors
administrators or assigns shall permit any of the premises
herein mentioned to be used for a gravel pit, hog lot or hog
ranch, junk yard or for any kind of business or use which
may be detrimental to the use of any of said premises adjoining
such places of residence, provided, however, that these
restrictions shall not prevent any of the parties mentioned
herein from keeping poultry for their own use on the premises
affected by this agreement.

It is also agreed that the restrictions above mentioned
shall be contained in the deed conveying said premises to the
parties of the second part and in all subsequent deeds of
said premises.

It is understood that the Grantors do hereby reserve
unto themselves and their heirs one-half of all minerals and
mineral rights, which are or may be hereafter found on the
above described property.

Homestead rights released.

\$27.50 Revenue Stamps Attached.

Signed: R. P. McCann
Anna I. McCann

Acknowledged October 1st, 1958, before Marshall S. Reynolds
a United States Commissioner, Laramie County, Wyoming.
(Official Seal)

Commission expires May 5th, 1962.
Reception No. 837619.

* * * * *

* * * * *

Harry and Mary G. Poulos,
husband and wife,

DECLARATION OF PROTECTIVE
COVENANTS

in re

Dated July 20, 1959

Eastwood Addition

Recorded Jul. 20, 1959 at
4:08 P.M.

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Harry and Mary G. Poulos, husband and wife, being the present owners of Blocks number 1, 2, 3, 4, 5 & 6, of Eastwood Addition to the City of Cheyenne, Laramie County, Wyoming, do hereby covenant and agree that all of said blocks in said addition and all lots in said Block 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 all 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, (except those lots facing U. S. 30, Truck Route, lots 8, 9 and 10 in Block 1, and lots 1, 2 and 3 in Block 2), 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 one and one-half 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.

2. 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 or wall 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.

3. DWELLING COST, QUALITY AND SIZE.

No dwelling shall be permitted on any lot at a cost of less than \$10,000, 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 864 square feet.

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 setback line. No dwelling shall

(Continued Next Page)

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

be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes 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. 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.

10. 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.

11. 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.

12. EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat and over the rear 5 feet of each lot.

13. MEMBERSHIP.

The Architectural control committee is composed of Harry Poulos, Mary G. Poulos and George G. Pantelopoulos 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.

14. PROCEDURE.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, 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.

15. 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 have been recorded, agreeing to change said covenants in whole or in part.

16. 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.

17. SEVERABILITY.

Invalidation of any one of these covenants by judgment 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 20 day of July, 1959.

Signed: Harry Poulos
Mary G. Poulos

Acknowledged July 20, 1959 by Harry Poulos and Mary G. Poulos, husband and wife, before Frieda Browning, Notary Public, Laramie County, Wyoming. (Notarial Seal) Commission expires July 10, 1960.

Reception No. 864121.

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