



First American Title™

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*Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.*



288333

D ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP

The Architectural Control Committee is composed of Frank J. McCue, Margaret M. McCue, and John T. McCue, 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.

D-2 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, the failure of such 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.

E- GENERAL PROVISIONS

E-1 TERMS

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

E-2 ENFORCEMENT

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

E-2 SEVERABILITY

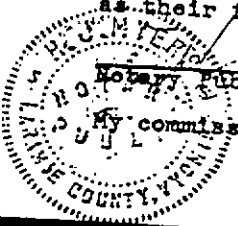
Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in force and effect;

Dated this \_\_\_\_\_ day of \_\_\_\_\_

THE STATE OF WYOMING Signed: COUNTY OF LARAMIE

On this \_\_\_\_\_ day of \_\_\_\_\_, 1961 before me personally appeared Frank J. McCue, Margaret M. McCue, and Anna Mullison Storey, to me known to be the persons who executed the foregoing declaration of protective covenants and acknowledged that they executed the same as their free act and deed.

*Frank J. McCue*  
*Margaret M. McCue*  
*Anna Mullison Storey*



Notary Public My commission expires: October 25, 1965



**C-5 LOT AREA AND WIDTH**

No dwelling shall be erected or placed on any plot having a minimum width less than 60 feet at the setback line.

**C-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.

**C-7 EASEMENTS**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

**C-8 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.

**C-9 SIGNS**

No sign 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 five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

**C-10 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 designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

**C-11 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 they are not kept, bred, or maintained for any commercial purpose.

**C-12 FENCES, WALLS, AND HEDGES**

Yard fences, walls or hedges may extend only from the rear of the lot to the rear of the house thereon, and there shall be no front yard fencing, walls, or hedges.

**C-13 GARBAGE AND REFUSE DISPOSAL**

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.



BOOK 718

RECORDED OCT 10 1961 AT 2:17 PM O'CONNOR

EXCEPTION N. 958334 LESTER R. COFF, Sheriff

563

Frank J. McCue and  
Margaret M. McCue and  
Anna Mullison Storey

\* DECLARATION OF

\* PROTECTIVE COVENANTS

to

\* Dated October 10, 1961

The Public

\* Recorded

A PREAMBLE

Know all men by these present that we, Frank J. McCue, Margaret M. McCue, and Anna Mullison Storey, being the present owners in fee simple of all lots lying within a portion of the S $\frac{1}{2}$  of the SW $\frac{1}{4}$ , Section 18, Township 14N, Range 56W of the 6th P.M., Cheyenne, Laramie County, Wyoming, declare that all lots in said section 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 we do further covenant and agree that any subsequent grants of any of the said lots now owned by us shall be subject to the following covenants and restrictions.

B AREA OF APPLICATION

The residential area covenants in Part C in their entirety shall apply to Lots 1 through 7, Block 1; Lots 1 through 12, Block 2; Lots 1 through 13, Block 3; Lots 1 through 16, Block 4; Lots 1 through 8, Block 5; and Lots 1 through 11, Block 6, McCue Addition, Cheyenne, Wyoming.

C RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE

No lot shall be used except for residential purpose and 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 private garage for not more than two cars.

C-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 topography and finish grade elevation. Building of any structure must be completed within one year from the date of first excavation.

C-3 DWELLING COST, QUALITY, AND SIZE

It is the intention and purpose of the covenants to assure that all dwellings shall be of a quality and workmanship and materials substantially the same as, or better than, the near subdivision adjoining. The ground area of the main structure, exclusive of one story open porches and garages, shall not be less than 840 square feet for a one story dwelling nor less than 600 square feet for a dwelling of more than one story. Each dwelling shall have a minimum of thirty percent (30%) of the exterior front elevation, excluding the total area of all openings, constructed of solid or veneered brick, stone, concrete blocks, or a combination thereof. All construction shall be new and no structure shall be moved from any location outside this subdivision onto any site in said subdivision.

C-4 BUILDING LOCATION

No building shall be located on any lot nearer than 25 feet to the front line, or nearer than 5 feet to any interior lot line, or nearer than 10 feet to any side street lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. In the event a house is turned on a corner lot to face the side street, the setback line on each street shall be a minimum of 25 feet.



... of the ... based ...  
... to the extent such ...  
Mrs. ... 42 USC 3604(c)

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or marital status are hereby declared to be unenforceable and void under the provisions of the Civil Rights Act of 1968, 42 USC 3604(c).

RECEPTION NO. 299884 JOHN B. HUISMAN, Recorder  
Capitol Service Corp.  
A Wyoming Corp.

- \* DECLARATION OF PROTECTIVE COVENANTS
- \* Dated September 5, 1973
- \* Recorded September 5, 1973
- \* at



to  
The Public

**A PREAMBLE**

Know all men by these present that, Capitol Service Corp., being the present owners in fee simple of all lots lying within Blocks 4, 5 and 7, McCue Addition, 2d Filing, Cheyenne, Laramie County, Wyoming, declare that all lots in said section 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 we do further covenant and agree that any subsequent grants of any of the said lots now owned by us shall be subject to the following covenants and restrictions.

**B AREA OF APPLICATION**

The residential area covenants in Part C in their entirety shall apply to Lots 9 through 16, Block 5; Lots 17 through 31, Block 4; Lots 1 through 6, Block 7; McCue Addition, 2nd Filing, Cheyenne, Laramie County, Wyoming.

**C RESIDENTIAL AREA COVENANTS**

**C-1 LAND USE AND BUILDING TYPE**

No lot shall be used except for residential purpose and no building shall be erected, altered, placed or permitted to remain on any lot other than one, two, three or four family dwellings not to exceed two stories in height and private garage for not more than 4 cars.

**C-2 ARCHITECTURAL CONTROL**

No building shall be erected, placed or altered on any lot which does not comply as to quality of workmanship and materials, harmony of external design with topography, finish grade elevation and be harmonious with other buildings in the area. Building of any structure must be completed within one year from the date of first excavation.

**C-3 DWELLING COST, QUALITY, AND SIZE**

It is the intention and purpose of the Covenants to assure that all dwellings shall be of a quality and workmanship and materials substantially the same as, or better than, the near subdivision and adjoining. The ground area of the main structure, exclusive of one story open porches and garages, shall not be less than 960 square feet for a one story dwelling nor less than 600 square feet for a dwelling of more than one story. Each dwelling shall have a minimum of thirty percent (30%) of the exterior front elevation, excluding the total area of all openings, constructed of solid or veneered brick, stone, concrete blocks, or a combination thereof. All construction shall be new and no structure shall be moved from any location outside this subdivision onto any site in said subdivision.

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**C-5 LOT AREA AND WIDTH**

No dwelling shall be erected or placed on any lot having a minimum width less than 60 feet at the setback line.

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).



#### C-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.

#### C-7 EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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#### C-13 GARABAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept only in sanitary containers. All incenerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

#### D GENERAL PROVISIONS

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D-2 ENFORCEMENT

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

D-3 SEVERABILITY

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

Dated this        day of



Signed: Capitol Service Corp.  
A Wyoming Corp.

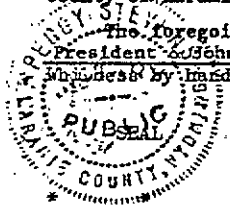
by *Stanley R. Hunt*  
Stanley R. Hunt, President



*John F. Noyes*  
Secretary

State of Wyoming }  
County of Laramie } SS.

The foregoing instrument was acknowledged before me by Stanley R. Hunt,  
President & John F. Noyes, Secretary This 5th day of September, 1973.  
Witness by hand and official seal. My Commission expires JULY 14, 1974



*Liggett Stewart*  
Notary Public

\* \* \* \* \*