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Reception No. JANET C. WHITEHEAD DECLARATION OF PROTECTIVE COVENANTS

Vito Milatzo

Angie G.E. Milatzo

David L. Ayers

to

The Public

THE STATE OF WYOMING)

COUNTY OF LARAMIE)

)

- Dated
- Recorded



The undersigned, being the present owners of some of the following described real estate situated in Laramie County, Wyoming, to-wit:

Milatzo Subdivision, First Filing, City of Cheyenne, Laramie County, Wyoming

do hereby make this Declaration of Protective Covenants applicable to all lands owned by the undersigned and separately ratifying and adopting this declaration.

1. No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot, other than a one-family dwelling, not to exceed two stories in height, a private garage, and other appurtenant out-buildings. All structures situate on each individual residential building plot shall have uniformity of appearance and external building material and design.

2. There shall be established by the Developer a subcommittee designated as the Building and Covenants Committee, which committee shall have the duties, responsibilities and powers subject to control by the Developer pursuant to the bylaws as such rights, duties, and authority may be herein after provided and subscribed, pursuant to this Declaration of Protective Covenants.

3. Said Building and Covenants Committee shall supervise the enforcement and validation of these minimum property restrictions and requirements and pursuant thereto shall have and be responsible for the approval of construction and remodeling plans on any building plots in the subdivision. Such approval shall be based upon the following requirements:

- (a) Before construction is commenced, or substantial existing structure instituted, building plans, specifications and plot plans shall be delivered by the land owner to the Chairman of the Building and Covenants Committee.
- (b) The committee's approval or disapproval as required herein shall be in writing and controlled by majority vote, a quorum of not less than one more than a majority present. In the event the committee, after plans and specifications have been submitted to it, shall disapprove within ten (10) days subject of approval or disapproval must be in writing, provided however, that the failure of such committee to approve or disapprove any proposed building plans, shall not in any way relieve the owners or the builders from their legal responsibility to comply with the covenants, conditions, and restrictions contained herein. If construction is not commenced within six (6) months of committee approval by said owners or builders, plans and specifications must again be submitted to the committee for approval prior to actual start of construction.

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).

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4. No building or fence 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 Building and Covenants Committee as to harmony of external design with existing structure and location with respect to topography and finished grade elevations. All construction shall be new and no building or buildings may be removed from another location to any site within the subdivision, with the exception of pre-fabricated or Modular Constructed housing meeting the specifications of these covenants.
5. No building shall be located nearer than ten (10) feet to any side lot line. All buildings must be twenty five (25) feet from the front lot line. No building shall be placed on or located on any residential building plot, nearer than twenty five (25) feet to the street line on the corner lots. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building, provided however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.
6. Platted lots presently platted for a residential development shall not be divided for the construction of more than a one-family dwelling unit.
7. No dwelling shall be constructed which shall contain area on the ground floor, exclusive of porches and garages, of less than one thousand (1000) square feet. All dwellings will have at least one (1) stall garage attached or separate of dwelling. Bilevel shall be no less than eight hundred (800) square feet upper level living area, excluding garage lower level.
8. The dwelling unit will be the first unit constructed on any residential building plot and said dwelling unit shall be completely enclosed and sided within two months (2) after construction is commenced and completed for habitation within six months after construction is commenced, provided that a time limit extension can be granted by the Building and Covenants Committee, at its sole discretion, upon reasonable evidence of necessity or hardship.
9. Before approval of the Committee is granted for the commencement of construction, reasonable assurance shall be furnished to them by the respective owner and/or builder that adequate funds have been obtained or submitted in order that the construction can be completed pursuant to the plans and specifications submitted to the Committee.
10. Copy of such building plans shall be retained by the Committee until the building is completed. After inspection and approval, a signed certificate of inspection and approval will be issued by the committee.
11. The more restrictive requirements, if any, of the Laramie County Zoning Board, shall apply to construction herein controlled by this declaration, and such requirements are adopted by reference and become standards pursuant to this Declaration of Protective Covenants.
12. Easements and/or alleys for installation and maintenance of utilities, drainage facilities and other public use are reserved as shown on the recorded plat, but further provided that the undersigned hereby dedicates and grant the rear ten (10) feet of each lot for said purpose.
13. No noxious or offensive activities shall be carried on or upon any lot nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.



14. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot, 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, nor shall any house trailer or modular with steel frame be stored or resided thereon.

15. Not more than one camper, vacation trailer, or similar vehicle shall be stored on each residential lot, provided that said unit is not larger than eight by thirty-five feet (8x35) and a rear lot storage only, in any event shall be permitted.

16. The storage of unlicensed vehicle upon, on or around any residential lot is hereby determined to constitute a nuisance and consequently prohibited. No vehicle larger than 10,000 pounds may be parked or stored upon, on or around any residential lot.

17. No residential lot shall be used as a business.

18. No person shall be allowed to keep, breed or raise chickens, turkeys, horses, cows, cattle, sheep, or other domestic farm animals on any lot or erect thereon any building designed to house same. This restriction shall not be construed to prohibit the person from keeping cats, dogs, or other household pets on any lot provided they are not kept, bred, or raised for commercial purposes.

19. The northerly ten feet where feasible of the subdivision and the southerly ten feet of the subdivision where feasible of the subdivision shall be used exclusively for the planting of trees and shrubs. Ingress and egress of vehicular traffic across said ten foot strip of ground is hereby specifically prohibited, except at platted alley openings.

20. These covenants are to run with the land and shall be binding upon all parties and all parties claiming under them for a period of four years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots herein involved has been recorded agreeing to change said covenants in whole or in part.

21. Enforcement shall be 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. It shall be lawful for the Developer acting in behalf of the community or any individual in his own behalf to prosecute such proceedings at law or in equity. Such damages may be recovered in behalf of the Developers or individual and it is hereby specifically understood and agreed that attorneys fees and costs of such litigation shall be repaid by such party violating or attempting to violate these covenants to the Developer or to the parties who may successfully bring the action either at law or in equity.

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

Signed:

David L. Ayers

C. W. L. Ayers

State of _____
County of _____

The foregoing instrument was acknowledged before me by _____

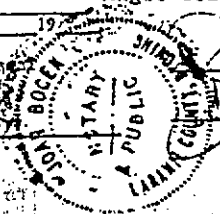
this _____ day of _____ 19____

Witness my hand and official _____
Signature

My Commission Expires: 8/23/57

Title of Officer

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