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M & B Development Co.

in re

Villa Park Addition to  
the City of Cheyenne



DECLARATION OF PROTECTIVE COVENANTS

Dated June 10, 1964

Recorded June 11, 1964 at 1:21 P.M.

KNOW ALL MEN BY THESE PRESENTS; That the undersigned, M & B Development Co., being present owner of Lots 1 thru 15, Block A, Lots 1 thru 34, Block B, Lots 1 thru 27, Block C, and Lots 1 thru 17, Block D, all of Villa Park Addition to the City of Cheyenne, Laramie County, Wyoming, pursuant to the plat thereof, in said addition are held subject to and with the benefit of all restrictions, conditions, covenants, changes and agreements contained in the within DECLARATION OF PROTECTIVE COVENANTS, and does further hereby covenant and agree that any subsequent grants of any said lots now owned by aforementioned corporation shall be subject to covenants and restrictions hereafter 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. All construction shall be new and no building or buildings may be moved from another location to any site within 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.

3. **DWELLING COST, QUALITY AND SIZE:** No dwelling shall be permitted on any lot at a cost of less than \$10,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to secure 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. No dwelling shall be constructed having a habitable floor area immediately above the foundation walls of less than 800 square feet.

4. **BUILDING LOCATION:** No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 5 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 setback line. No dwelling shall be located on any interior lot nearer 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 at least 25 feet and the setback line on the side street shall be at least 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 6500 square

feet. Yard fences may extend only from the rear of any lot to the rear of the house thereon, and there shall be no front yard fencing. Front yard hedges shall not exceed 3 feet in height. Where a house is trued on a corner lot, there shall be no fencing on either the street side or front of said house beyond the side or front of the building.

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 a lumber shed, shop, office building and one trailer house during construction period.

8. OIL AND MINING OPERATIONS: No oil dwelling, 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 an 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 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 no 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 indicated on recorded plat. An area 26 feet in width shall be reserved at the rear of lots 27 thru 34, Block B, and at the rear of that part of Lot 26, Block B which is adjacent to Storey Boulevard. No structures, walls or fences shall be permitted within or bounding this area, except along the north boundary line of the area.

13. MEMBERSHIP: The architectural control committee is composed of Thomas P. Black, Jr., Monica Y. Black and Paul A. Hansen, 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 designed representative shall be entitled to any compensation for service 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.



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14. PROCEDURE: The committee's disapproval as required in these covenants shall be in writing. In the event the committee, or its designed representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required, except that, the failure of such committee or its designed representative to approve or disapprove any proposed building plans shall not in any way relieve the owner of the builder from his legal responsibility to comply with the covenants, conditions and restrictions contained herein.

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 35 years from the date these covenants are recorded, after which time said 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 than owners of the lots has 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 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 judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

18. RESERVATION OF ALLEYS AND EASEMENTS: Lots 26 through 34, Block B, are subject to a planting easement on the rear of each lot, as shown on the recorded plat thereof. Owners of said Lots shall be vested with a duty and shall be responsible for care, maintenance, and necessary replacement of trees planted thereof, pursuant to subdivision requirements of the City of Cheyenne.

Signed this 10th day of June 1964.

BY: Tom Black Jr., President  
Attest: Paul A. Hansen,

STATE OF WYOMING )  
  :ss  
COUNTY OF LARAMIE)

On this 11th day of June 1964, before me appeared Thomas P. Black, Jr., to me personally known who, being by duly sworn, did say that he is the president of M & B Development Co., and the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Thomas P. Black Jr., acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 11th day of June 1964.

(NOTARIAL SEAL)

Signed: Jina M. Morandin, Notary Public

MY COMMISSION EXPIRES: April 17, 1968.

Reception Number: 40761.

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