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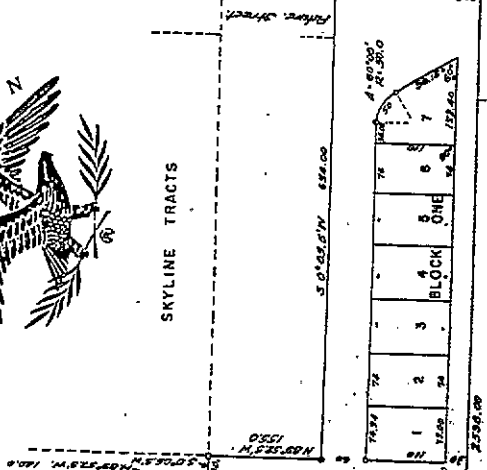
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CHORD BEARINGS

Block	Lot	Distance	Bearing
2	1	72.80	S 83° 23.4' E
2	2	71.47	S 10° 48.0' W
2	3	60.00	S 6° 47.8' W
2	4	60.00	S 3° 10.6' W
2	5	21.07	S 0° 43.6' W
3	1	89.70	S 10° 01.6' W
3	2	85.13	S 10° 10.8' W
3	3	65.00	S 6° 20.9' W
3	4	48.37	S 1° 40.1' W
3	5	17.83	S 4° 34.6' W
4	1	27.17	S 1° 08.6' W
4	2	50.00	S 3° 30' 00" W



SURVEYOR'S CERTIFICATE

The State of Wyoming } ss
 County of Laramie }
 I, Malcolm D. Martin, of Cheyenne, Wyoming, hereby certify that this plat of MONTEREY HEIGHTS, FIRST FILING, was made from notes taken during an actual survey made under my direction in February, 1962; that it shows accurately the blocks, lots, streets, alleys and iron spikes and iron pins at marked on the ground by me and my assistants, at corners, lot corners, and that the land embraced in this plat is a part of the E 1/2 of Section 18, T. 14 N., R. 66 W., 6th P.M., Laramie County, Wyoming, containing 18.24 acres, more or less, and being more particularly described as follows: Beginning at the north-south centerline of said Section 18, which point is 100.00 S. E. a distance of 40 feet from the S 1/4 corner of said Section 18, thence N 0° 05.5' E, along said north-south centerline, a distance of 209.00 feet to a point; thence S 89° 54.5' E, a distance of 30 feet north-south centerline, thence on a curve to the right, whose radius is 385.68 feet and whose long chord bears S 37° 29.5' E, a distance of 65.21 feet to the point of tangency; thence S 77° 04.5' E, a distance of 40.80 feet to a point; thence S 12° 45.5' W, a distance of 60 feet to a point of curve; thence on a curve to the left, whose radius is 699.3 feet, parallel to the north-south centerline of said Section 18, a distance of 102.62 feet to a point on the north boundary of Skyline Tracts, Laramie County, Wyoming; thence N 89° 52.5' W, along the north boundary of Skyline Tracts, a distance of 140 feet to the northwest corner of said Skyline Tracts; thence S 0° 05.5' E, along the west boundary of said Skyline Tracts, a distance of 30 feet to a point; thence S 0° 05.5' W, parallel to the north-south centerline of said Section 18, a distance of 185 feet to a point; thence N 89° 52.5' W, a distance of 170 feet to a point; thence S 0° 05.5' W, parallel to the north-south centerline of said Section 18, a distance of 594 feet to a point on the north right-of-way line of Storey Boulevard; thence N 89° 52.5' W, along the north right-of-way line of Storey Boulevard, a distance of 30 feet to the point of beginning.

DEDICATION

Know all men by these presents, that Esther E. Weaver, William V. Weaver, Harry Poulos and Mary G. Poulos, owners in fee simple of the land embraced in MONTEREY HEIGHTS, FIRST FILING, do hereby declare the substitution of said land, as appears on this plat, to be their free act and deed and in accordance with their desires and do hereby dedicate to the use of the public forever all of the streets, alleys and easements shown hereon.

Witness: Esther E. Weaver
William V. Weaver
Mary G. Poulos
Harry Poulos

ACKNOWLEDGEMENT

The State of Wyoming } ss
 County of Laramie }
 On this 17th day of February, A. D. 1962, before me, a Notary Public in and for the State of Wyoming, personally appeared Esther E. Weaver, William V. Weaver, Harry Poulos and Mary G. Poulos, all of whom are known to me, known to be the persons described in and who executed the within and foregoing acknowledged deed instrument to be their free act and deed and for the purpose therein mentioned, and in WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office this day and year first above written.

My Commission expires April
 972773
 Residing at Cheyenne, Wyo.



MONTEREY HEIGHTS, FIRST FILING
 A Subdivision of Part of the E 1/2 Section 18,
 T. 14 N., R. 66 W., 6th P.M.
 Laramie County, Wyoming
 Scale 1" = 100'
 Note: Curved lot lines are chord lengths.

Approved by the Board of County Commissioners of Laramie County, Wyoming, this 6th day of March, A. D. 1962.
 Attest: John R. Schapp County Clerk
Paul E. Deen Chairman



APPROVALS

Approved by the City Commission of the City of Cheyenne, Laramie County, Wyoming, this 22nd day of February, A. D. 1962.
Malcolm D. Martin Mayor
Paul E. Deen Chairman



ook 723
age 293

Harry and Mary G. Poulos,
Husband and Wife
William and Ladene P. Weaver,
Husband and Wife.

DECLARATION OF PROTECTIVE
COVENANTS

Dated March 12, 1962

in re

Recorded Mar. 12, 1962 at
2:17 P.M.

Monterey Heights Addition,
First Filing.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Harry and Mary G. Poulos, husband and wife, and William V. Weaver and Ladene P. Weaver, husband and wife, being the present owners of Blocks No. 1, 2, 3 and 4 of Monterey Heights Addition to the City of Cheyenne, First Filing, Laramie County, Wyoming, do hereby covenant and agree that all of said blocks in said Addition and all lots in said blocks 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 any 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 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 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 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 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 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. The floor area for a 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.

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Restrictions including a preference
for location of dwelling shall be based
on the cost of the building and the
floor area of the main floor and
shall be subject to the same with
reference to the same with
reference to the same with
reference to the same with



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 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 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 not less than 52 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5200 square feet, except the lots in Block 3, shall not be less than 70 feet front by 110 feet deep.

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 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.

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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 William V. Weaver and Ladene P. Weaver 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 member 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.

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. 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 covenant 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 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.

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 effect any of the other provisions which shall remain in full force and effect.

Signed at Cheyenne, Wyoming, this 12th day of March, 1962.

Signed: Harry Poulos
Mary G. Poulos
William V. Weaver
Ladene P. Weaver

Acknowledged March 12, 1962 before Frieda Browning, Notary Public, Laramie County, Wyoming. (Notarial Seal)
Commission expires July 10, 1965.
Reception No. 973211.

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