



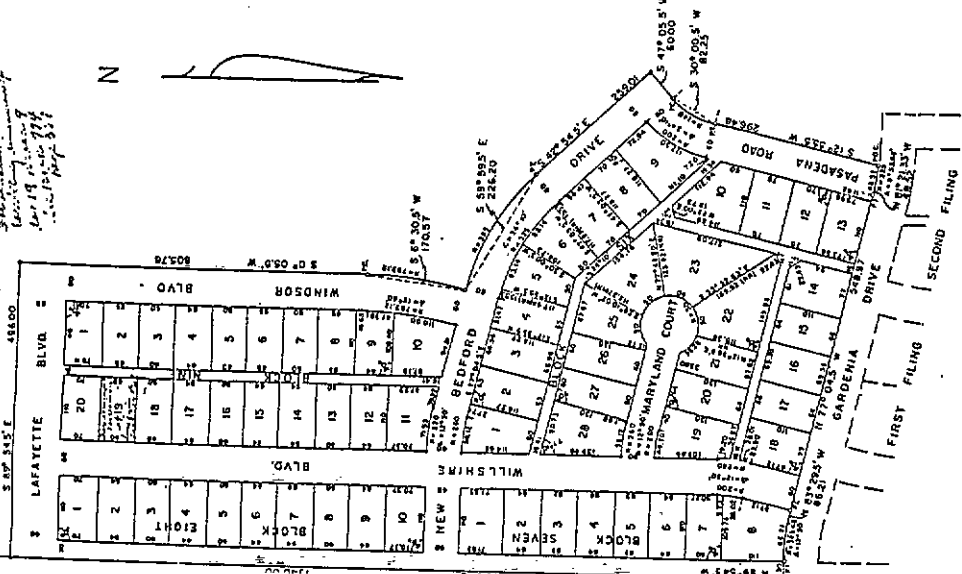
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Subdivided
Lafayette Blv'd
and 1st to 24th
South
City of Cheyenne



CHORD BEARINGS

Block	Lot	Bearings	Dist	Let	Bearings	Dist
6	1	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	2	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	3	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	4	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	5	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	6	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	7	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	8	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	9	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	10	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	11	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	12	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	13	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	14	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	15	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	16	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	17	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	18	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	19	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	20	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	21	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	22	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	23	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	24	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	25	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	26	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	27	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	28	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	29	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	30	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	31	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00
6	32	S 89° 54' 51" E	50.00		S 89° 54' 51" E	50.00

SURVEYOR'S CERTIFICATE

The State of Wyoming } ss
County of Laramie

I, **Weldon D. Martin**, of Cheyenne, Wyoming, hereby certify that this plat of **MONTEREY HEIGHTS, THIRD FILING**, Cheyenne, Wyoming, made under my direction in April, 1963, that it was made after due and careful survey of the land described in the plat, and that the bearings and distances shown thereon were obtained by direct observation and accurate measurements, and that the plat is a true and correct representation of the land so surveyed and described.

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

Weldon D. Martin
Surveyor

ACKNOWLEDGEMENT

The State of Wyoming } ss
County of Laramie

On this day of May, A.D. 1963, before me, a Notary Public in and for the State of Wyoming, personally appeared William V. Weaver and Mary E. Powers, to me known to be the persons who executed the foregoing instrument, and they acknowledged to me that they executed the same for the purposes therein mentioned.

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 March 23, 1965.

Mr. H. A. Cannon
Notary Public
Cheyenne, Wyoming

APPROVALS

Approved by the City Commissioners of the City of Cheyenne this 22nd day of May, A.D., 1963.

Attest: *James B. Roberts*
City Clerk

Approved by the Board of County Commissioners of Laramie County, Wyoming this 7th day of May, A.D., 1963.

Attest: *John B. Roberts*
County Clerk

DEDICATION

Know all men by these presents, that **William V. Weaver and Mary E. Powers**, owners in fee simple of the land embraced in this plat of subdivision of **MONTEREY HEIGHTS, THIRD FILING**, do hereby dedicate the same to the public use, and their heirs, assigns, executors, administrators, and assigns, for the use of the streets and alleys therein shown hereon.

Witness *W. D. Martin*
Witness *John B. Roberts*
Witness *John B. Roberts*

This is a true and correct copy of the original of record in the Office of the County Clerk of Laramie County, Wyoming, this 11th day of May, 1963.
John B. Roberts
County Clerk

MONTEREY HEIGHTS, THIRD FILING
A Subdivision of Part of the E/2 Section 18,
T. 14 N., R. 65 W., 6th P. M.

Laramie County, Wyoming
7707
April, 1963

Scale 1" = 100'
Meters Curved for lines are chord lengths.
T. H. Balwin
Civil Engineer

BOOK 749

RECORDED MAY 14 1963 AT 5:00 P.M. COUNCIL

501

EXCEPTION NO. 8230 LESTER R. COPP, Recorder

Harry and Mary G. Poulos,
husband and wife
William and Ladene P. Weaver,
husband and wife

DECLARATION OF PROTECTIVE COVENANTS

DATED: May 14, 1963

FILED:

to
The Public

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. 6, 7, 8 and 9 of Monterey Heights Addition to the City of Cheyenne, Third 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 costs 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.

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 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 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.

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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 building 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.

12. EASEMENTS AND ALLEYS

Easements or alleys for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plot.

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 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 members of the architectural control committee may charge 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 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 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.





BOOK 749

503

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 14th day of May 1963.

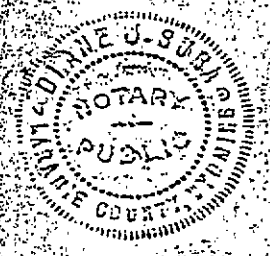
Harry Poulos
Mary G. Poulos
William V. Weaver
Ladene P. Weaver

THE STATE OF WYOMING)
) SS:
COUNTY OF LARWIE,)

On this 14th day of May 1963, before me personally appeared Harry and Mary G. Poulos, husband and wife, and William V. and Ladene P. Weaver, husband and wife, who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of May, 1963. My commission expires: 10-3-66

James J. [Signature]
NOTARY PUBLIC



184

RECORDED NOV 18 1963 AT 8:59 AM
SECTION NO. 21350 LESTER R. GOPP, Recorder

BOOK 774

HARRY and MARY G. POULOS,
husband and wife,

WILLIAM V. WEAVER and
LADENE P. WEAVER, husband
and wife,

AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS
DATED MAY 14, 1963

DATED:

FILED:



to
THE PUBLIC

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. 6, 7, 8 and 9 of Monterey Heights Addition to the City of Cheyenne,
Third Filing, Laramie County, Wyoming, do hereby covenant and agree
to amend Paragraph 4 of the Declaration of Protective Covenants hereto-
fore dated May 14, 1963 in the following manner, to-wit:

That with the permission of the Zoning Board of the City of Cheyenne,
the grantors herein, being the owners of the described properties herein,
amend Paragraph 4, which is "Building Location" insofar as it is a protective
covenant on Lot 24 in Block 6, Third Filing, Monterey Heights Addition, by
removing the effect of the Protective Covenant No. 4 "Building Location"
from that lot, that is to say that Lot 24 in Block 6 does not have the protective
covenant heretofore declared on May 14, 1963 applicable to it.

Signed at Cheyenne, Wyoming this 31st day of October, 1963.

Harry Poulos
Harry Poulos

Mary G. Poulos
Mary G. Poulos

William V. Weaver
William V. Weaver

Ladene P. Weaver
Ladene P. Weaver

Res.
Division of Conservation
on the City of Cheyenne based
on the City of Cheyenne
ordinances and regulations
which are hereby declared to be
null and void insofar as they
relate to the City of Cheyenne
resolutions which are
42 USC 3601(c)

BOOK 774

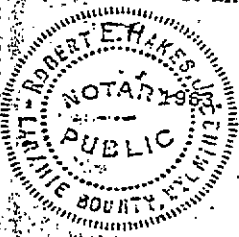


STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

P. 185

On this 31st day of October, 1963, before me personally appeared Harry and Mary G. Poulos, husband and wife, and William V. and Ladene P. Weaver, husband and wife, who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of October,



Robert E. Haberman
Notary Public

My commission expires: Aug 1, 1966