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BOOK 781

RECORDED MAR 5 1964 AT 9:12 AM O'GLOCK 521
RECEPTION NO. 32372 LESTER R. GOPP, Recorder

Harry and Mary G. Poulos,
husband and wife

DECLARATION OF PROTECTIVE COVENANTS

DATED:

FILED:

Restrictions indicating a preference
inhibition or discrimination based
on race, color, religion, sex, handicap,
familial status, or national origin are
hereby declared to the extent such
restrictions violate 42 USC 3604(c).

to

The Public

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Harry and Mary G. Poulos, husband and wife, being the present owners of Block No. 10 of Monterey Heights Addition to the City of Cheyenne, Fourth Filing, Laramie County, Wyoming, do hereby covenant and agree that all of said blocks in said Addition and all lots in said Block 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 664 square feet. The floor area for 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 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.



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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. GARAGE AND REFUSE DISPOSAL.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes 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. MEMBERSHIP.

The architectural control committee is composed of Harry Poulos, Mary G. Poulos and George G. Fantelopoulos and Penny Pantelopoulos 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.

13. 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.

14. 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.

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16, 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.

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Signed at Cheyenne, Wyoming, this 3rd day of
March, 1964.

Harry Poulos

Mary A Poulos



THE STATE OF WYOMING)
COUNTY OF LARAMIE }

SS:

On this 3rd day of March, 1964, before me personally
appeared Harry and Mary G. Poulos, 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 3rd day of
March, 1964. My commission expires: 10-3-66

J. S. Suda
NOTARY PUBLIC