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RECORDED MAY 20 1964 AT 1139 O'CONNOR

BOOK 787

EXCEPTION NO. 38764 MASTER E. COFF. B...

Harry and Mary G. Poulos, husband and wife,  
Roy Stoddard, Jr., R. K. Stoddard, Sr.,  
Mrs. Amanda Shoemaker, Fred J. Kitzman,  
Arthur H. Kitzman, and Otto Kitzman

DECLARATION OF PROTECTIVE COVENANTS

DATED:

FILED:



to

The Public:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Harry and Mary G. Poulos, husband and wife, Roy Stoddard, Jr., R. K. Stoddard, Sr., Mrs. Amanda Shoemaker, Fred J. Kitzman, Arthur H. Kitzman and Otto Kitzman, being the present owners of Blocks No. 11, 12, 13 of Monterey Heights Addition to the City of Cheyenne, Fifth 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.

I. 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. Lots 2 thru 15, Block 11, shall face West on Manhattan Lane only. Lot 1, Block 11, shall face North or West only. Lot 16, Block 11, shall face South or West only.

II. 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, wall or hedges 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, walls or hedges.

III. 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 immediately above the foundation wall sill of one and one-half story structure shall not be less than 650 square feet. The floor area immediately above the foundation wall of a two-story structure shall not be less than 800 square feet.

Residence intended as preference  
intended for...  
on the...  
...  
...  
restrictions within 42...





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 any 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.

## V. LOT AREA AND WIDTH.

No dwelling shall be erected or placed on any lot having a width of 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.

## VI. NUISANCES.

No noxious, offensive or commercial activity shall be carried on upon any lot in the subdivision.

## VII. TEMPORARY STRUCTURES.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out 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.

## VIII. 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.

## IX. 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.

## X. GARBAGE 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.

## XI. SIGNS.

No signs of any kind shall be displayed to the public view on any lot, except advertising



#### XI. SIGNS - CONT'D.

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.

#### XII. MEMBERSHIP

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

#### XIII. PROCEDURE.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, the owner of the premises may proceed to construct improvements upon said premises in accordance with the plans and specifications submitted to said committee, and the committee shall be deemed to have approved the same. 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.

#### XIV. 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.

#### XV. ENFORCEMENT.

Any person or persons owning any lot or lots within the said Monterey Heights Addition to the City of Cheyenne, fifth filing, may prosecute any proceedings at law or equity against any person or persons violating or attempting to violate any covenants herein contained, to restrain or enjoin any such violation and to recover damages for such violation.

#### XVI. EASEMENTS

A 10 foot screen easement at the rear of Lots 1 through 16, inclusive in Block 11.

#### XVII. SEVERABILITY.

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





Roy Stoddard, Jr., individually; and R. K. Stoddard, Sr., Mrs. Amanda Shoemaker, Fred J. Kitzman, Arthur H. Kitzman and Otto Kitzman, the heirs and devisees enter the Last Will and Testament of Jay K. Stoddard, deceased, by and through Roy Stoddard, Jr., Their Attorney in Fact.

Signed at Cahoon, Iowa, this 18<sup>th</sup> day of May, 1964.

Roy Stoddard, Jr.  
Roy Stoddard, Jr., individually  
and as Attorney in Fact for:

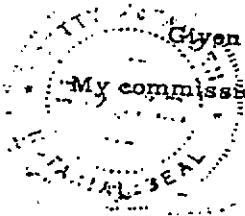
R. K. Stoddard, Sr.  
Mrs. Amanda Shoemaker  
Fred J. Kitzman  
Arthur H. Kitzman  
Otto Kitzman

THE STATE OF IOWA )  
  ) SS.  
COUNTY OF    )

On this 18<sup>th</sup> day of May, 1964 before me personally appeared Roy Stoddard, Jr. who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed and as Attorney in Fact for R. K. Stoddard, Sr., Mrs. Amanda Shoemaker, Fred J. Kitzman, Arthur H. Kitzman and Otto Kitzman for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18<sup>th</sup> day of May, 1964.

My commission expires: July 4, 1966



Betty McCadden  
Notary Public