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Recorded October 5, 1972
Reception No. 267844

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Harry Poulos and Mary G. Poulos of Cheyenne, Laramie County, Wyoming, being the present owners of Block 19 in Monterey Heights, 7th filing, an Addition to the City of Cheyenne, Laramie County, Wyoming, do hereby covenant and agree that all of said 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.

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 to four unit dwellings 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.

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, place 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. All structures must have not less than 1/2 of the front in brick.

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 dwelling 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 900 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.



Book 960, Page 358, CONTINUED:

IV. BUILDING LOCATION.

No building shall be located on any plot 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 set back line. No dwelling shall be located on any interior plot nearer than 20 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 the building; provided however, that this shall not be construed to permit any portion of a building on a plot to encroach upon another lot. In event a house is turned on a corner lot to face the side street, the set back line at the front of the lot shall be 5 feet greater than the set back of the adjoining house and the set back 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 40 feet at the minimum building setback line nor shall any dwelling be erected or placed on any plot 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 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.

Parking of trailer campers, truck campers, bus campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours, when parked on the street in front of a residence or on the front driveway or parking area between the front building line and the street.

The parking of boats and boat trailers on the street or on the driveway or on any parking area between the front building line of a residence and the street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or on the front driveway or on any parking area between the front building line of the residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.



Book 960, Page 358, CONTINUED:

or

Vehicles of size larger than the now standard American manufactured motor car, vehicles the primary use of which is other than the transportation of passengers not for hire, vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers, boats and boat trailers, tractors and trailers shall not be parked on the streets or any of the front portions (within 40 feet of the street right-of-way) of any lot or lots for a continuous period of more than 48 hours. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative.

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 sign 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.

XII. MEMBERSHIP

The architectural control committee is composed of Harry Poulos, Mary G. Poulos and Steven H. Poulos 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 change the membership of the committee by a majority vote of said members.



BOOK 960, PAGE 358, CONTINUED:

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 has 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 Addition to the City of Cheyenne 7th Filing, may prosecute any proceedings at law or equity against any person or person violating or attempting to violate any covenants herein contained, to restrain or enjoin any such violation and to recover damages for such violation.

XVI. 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 5th day of October, 1972

(s) Harry Poulos

(s) Mary G. Poulos



THE STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

On this 5th day of October, 1972, before me personally appeared Harry Poulos, and Mary G. Poulos 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.

Witness my hand and notarial seal this 5th day of October, 1972.

My Commission expires: August 24, 1974

(s) Gerrit Mostert

NOTARIAL SEAL AFFIXED