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LEGAL DESCRIPTION

Lot 1, Block 3 of Monterey Ranchettes, a subdivision situated in the NW 1/4 of Section 18, T. 14 N., R. 66 W. of the 4th P.M., Laramie County, Wyoming, being more particularly described as follows: Lot 1, Block 3, solid point being the point of intersection of the westerly right-of-way of a 24' alley and the northerly right-of-way of New Bedford Drive; thence N 89°54'23" W on and along said northerly right-of-way of New Bedford Drive a distance of 150.00 feet to a central angle of 81°10'49" to a point of curvature; thence on and along the southerly right-of-way of Trinidad Court on a curve to the right, having a radius of 25.00 feet through a central angle of 15°39'12" a distance of 33.78 feet to a point of tangency; thence S 89°54'23" W a distance of 25.32 feet to a point of curve; thence continuing on and along said southerly right-of-way of Trinidad Court on a curve to the left, having a radius of 100.00 feet through a central angle of 15°39'12" a distance of 33.78 feet to a point of tangency; thence S 89°54'23" W a distance of 25.32 feet to a point of curve; thence continuing on and along said westerly right-of-way of a 24' alley S 0°15'45" W a distance of 100.00 feet to the Point of Beginning. Said parcel contains 5.87 Acres, more or less.

SURVEYOR'S CERTIFICATE

I, William Gendrey, a Professional Land Surveyor registered in the State of Wyoming, hereby certify that this map was prepared from the field notes of an actual survey made under my supervision during the month of July, 1977, and that the same correctly shows the lots, streets, and boundary of Lot 1, Block 3 of Monterey Ranchettes.



William Gendrey
 Wyoming L.S. 1577

APPROVALS

Approved by the City Council of the City of Cheyenne, Wyoming this 21st day of October, 1977.
 CITY CLERK *[Signature]*
 Mayor *[Signature]*
 APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF LARAMIE COUNTY THIS 21st day of October, 1977.
 CHAIRMAN *[Signature]*
 SECRETARY *[Signature]*

ATTEST *[Signature]* COUNTY CLERK
 Approved by the Board of County Commissioners of Laramie County this 21st day of October, 1977.
 ATTEST *[Signature]* COUNTY CLERK

**REPLAT OF LOT 1, BLOCK 3
 MONTEREY RANCHETTES**

A SUBDIVISION SITUATED IN THE
 NW 1/4 OF SECTION 18, T. 14N, R. 66W, 6th PM,
 LARAMIE COUNTY, WYOMING

SHEET	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

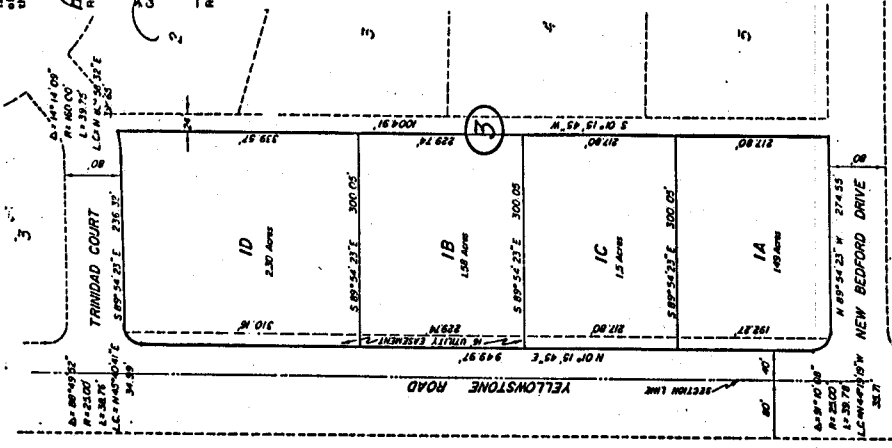
C.S.S.A.
 CIVIL ENGINEERING
 LAND SURVEYING
 PHOTOGRAMMETRIC ENGINEERING

DEDICATION

Know all men by these presents that Robert J. Anderson, Roy N. Phillips, Greg C. Herrin, and Rocky Mountain Construction Company, Henry W. Fox, and Roy N. Phillips, as Roy N. Phillips, Greg C. Herrin, and Henry W. Fox, the undersigned, do hereby dedicate to the public the blocks of Monterey Ranchettes, as herein delineated on this plat, as their free consent and in accordance with their desires and as hereby stated in the statements for the purposes indicated herein.

ROCKY MOUNTAIN CONSTRUCTION, CO.

Robert J. Anderson
 Robert J. Anderson
Greg C. Herrin
 Greg C. Herrin
Roy N. Phillips
 Roy N. Phillips
Henry W. Fox
 Henry W. Fox, President
Roy Taylor
 Roy Taylor, Secretary



State of Wyoming } ss
 County of Laramie }

The dedication instrument was scheduled before me by Robert J. Anderson, Roy N. Phillips, Greg C. Herrin, and Rocky Mountain Construction Company, Henry W. Fox, (President) and Roy Taylor (Secretary) this 21st day of October, 1977.

Witness my hand and official seal:

Notary Public *[Signature]*
 My commission expires March 9, 1981

459K34

[Signature]
 ACKNOWLEDGED

UNPLATTED

RECORDED APR 3 1919 AT 2:24 O'CLOCK P.M.
RECEPTION NO. 283813 JOHN B. LUDMAN, Recorder

Poulos Investment Co., Harry Poulos and Mary G. Poulos, husband and wife, R.K. Stoddard, Sr. and Margaret H. Stoddard, husband and wife, Roy Stoddard, Jr. and Joyce E. Stoddard, husband and wife, ~~THE PUBLIC~~

to

The Public

**DECLARATION OF PROTECTIVE COVENANTS
MONTEREY RANCHETTES**

KNOW ALL MEN BY THESE PRESENTS, that all Lots in Blocks 1, 2, 4, 5, 6 and 7 and Lots 2, 3, 4 and 5 of Block 3 of Monterey Ranchettes, a subdivision of a portion of the NW 1/4 of Section 18, Township 14 N., Range 66 W. of the 6th P.M., Laramie County, Wyoming, are now owned and held subject to all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, and Poulos Investment Co., Harry Poulos and Mary G. Poulos, husband and wife, R.K. Stoddard, Sr. and Margaret H. Stoddard, husband and wife, Roy Stoddard, Jr. and Joyce F. Stoddard, husband and wife, ~~THE PUBLIC~~, being the owners of all of said lots do hereby covenant and agree:

1. All lots in Blocks 1, 2, 4, 5, 6 and 7 and Lots 2, 3, 4 and 5 in Block 3 of said subdivision shall be known and described as residential tracts and will be restricted by the covenants contained herein. It is intended that these residential tracts shall be used and occupied as small ranches or ranchettes and that the owners will have full enjoyment of these ranchettes, subject, however, to the covenants contained herein.

2. An Architectural Control Committee for Wyoming Ranchettes is constituted. This 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 the death or resignation of any member, 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 of any kind for services performed pursuant to this covenant.

3. No building shall be erected, placed or altered on any residential lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans, specifications and plot plan have been submitted, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. No structure other than one private single family dwelling together with a private garage and suitable barn or shed for horses for use in connection with said single family dwelling shall be erected, placed or permitted to remain on any of the residential lots. No lot within a designated block may be subdivided into smaller lots.

Residential tracts, a portion of the subdivision, shall be used as small ranches or ranchettes, or related uses as herein stated in the extent such restrictions violate 42 USC 3604(c).

5. No structure of a temporary character, trailer, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any tract as a family dwelling, either temporarily or permanently. However, this covenant shall not restrict a building contractor or land developer from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of erecting and selling dwellings provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever in their sole discretion the same have been on the premises an unreasonable length of time.

6. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1,000 square feet; except that where the said principal dwelling is a 1 1/2 or 2 story dwelling, the minimum may be reduced to 800 square feet of ground floor area, providing that the total living area of the 1 1/2 or 2 floors is not less than 1,200 square feet. The minimum cost of such principal dwelling shall be \$12,000 for a 1 story or 1 1/2 story dwelling and \$14,000 for a 2 story dwelling. These minimum costs are 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.

7. No building shall be located on any lot nearer than thirty (30) feet of the front lot line.

8. No business nor activity of a noxious nature may be conducted upon any lot in this subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood.

9. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the State of Wyoming Department of Public Health. No septic tank or field system shall be nearer than fifty (50) feet to any building plot line except with the consent of the appropriate health officials of the County and State, and no sewage, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the subdivision. No outside toilets or privies shall be permitted on any lot in this subdivision. All toilet facilities must be a part of the residence or garage and shall be of a modern flush type and connected with a proper septic tank system.

10. No lot shall be used or maintained as a dumping ground for rubbish or junk, specifically junked cars, unlicensed cars, appliances, et cetera. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

11. No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet advertising the property for sale or rent, or except signs used by a builder to advertise the property during the construction and sales period.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that horses, dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

13. 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.

14. Easements and rights of way as shown on the recorded plat are hereby reserved in this subdivision for poles, wires, pipes, and conduits for heating, lighting, electricity, gas telephones, sewer, water or any other public quasi public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction and repair.

15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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.

16. Enforcement shall be any proceeding at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violations or to recover damages, or both.

17. Invalidation of any one of these restrictions by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 30 day of March, 1973.

POULOS INVESTMENT CO.,



Harry Poulos
Harry Poulos, President

Mary G. Poulos
Mary G. Poulos, Secretary

Harry Poulos
Harry Poulos

Mary G. Poulos
Mary G. Poulos

XXXXXXXXXXXXXXXXXXXX

R.K. Stoddard, Sr.
R.K. Stoddard, Sr.

Margaret H. Stoddard
Margaret H. Stoddard

Roy Stoddard, Jr.
Roy Stoddard, Jr.

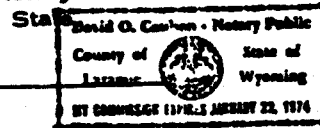
Joyce F. Stoddard
Joyce F. Stoddard

XXXXXXXXXXXXXXXXXXXX

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

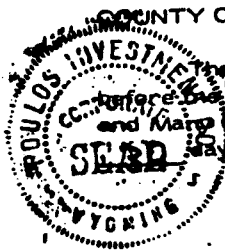
The foregoing Declaration of Protective Covenants was acknowledged before me by Harry Poulos and Mary G. Poulos this 30 day of March, 1973.

David O. Coulson
Notary Public in and for said County and State.



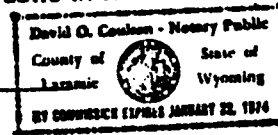
My Commission Expires: _____

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)



The foregoing Declaration of Protective Covenants was acknowledged before me by Harry Poulos, as President of Poulos Investment Company, and Mary G. Poulos, as Secretary of Poulos Investment Company, on this 30 day of March, 1973.

David O. Coulson
Notary Public in and for said County and State.



My Commission Expires: _____

STATE OF IOWA)
) SS.
COUNTY OF LINN)



The foregoing Declaration of Protective Covenants was acknowledged before me by K. Stoddard, Sr. and Margaret H. Stoddard on this 8th day of March, 1973.

Betty McFadden
Notary Public in and for said County and State.

BETTY McFADDEN
Oskaloosa, Iowa
Notary Public
By Commission Expires Sept. 22, 1974

My Commission Expires: _____

STATE OF IOWA)
) SS.
COUNTY OF MAHASKA)



The foregoing Declaration of Protective Covenants was acknowledged before me by Stoddard, Jr. and Joyce E. Stoddard on this 8th day of March, 1973.

Betty McFadden
Notary Public in and for said County and State.

BETTY McFADDEN
Oskaloosa, Iowa
Notary Public
By Commission Expires Sept. 22, 1974

My Commission Expires: _____

Agreement and Consent

This AGREEMENT is made effective March 27, 2008, among Gregory J. Selin and Kim L. Selin, husband and wife (hereinafter Selin); Edward W. Faircloth and Kimberly K. Faircloth, husband and wife, (hereinafter "Faircloth"); and Taft Carroll Love and Jill Messina Love, husband and wife and as Trustees of the Love Revocable Trust dated May 16, 2003 (hereinafter "Love").

WITNESSETH:

WHEREAS, Faircloth owns certain real property more specifically set forth on Exhibit "A" attached hereto and incorporated by this reference, hereinafter the "Real Property."

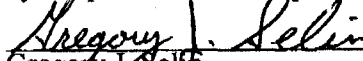
WHEREAS, the Real Property may be subject to the DECLARATION OF PROTECTIVE COVENANTS (hereinafter "Covenants") recorded on October 10, 2005, Book 1914, Pages 354-356 with the Laramie County Clerk of Deeds, State of Wyoming.

WHEREAS, Faircloth desires to move a current residence located at County Road 214 and 136 and place the same on the Real Property.

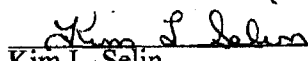
NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Selin, Faircloth and Love hereby agree that Faircloth shall be allowed to move the current residence located at County Road 214 and 136 and place the same on the Real Property and further agree that such shall not be deemed to be a violation of the Covenants.
2. The parties further agree that the Covenants shall otherwise remain the same.
3. Except as otherwise expressly provided herein, this agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, and assigns and shall be a covenant running with the Real Property.
4. This agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.
5. This agreement supersedes all prior agreements and constitutes the entire agreement among the parties with respect to the subject matter hereof. It may not be amended or modified except by an instrument executed by all the parties.

IN WITNESS WHEREOF, this AGREEMENT AND CONSENT has been executed by the parties on the respective dates set forth below.



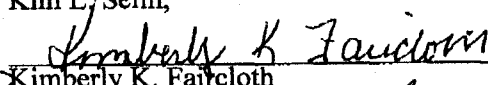
Gregory J. Selin



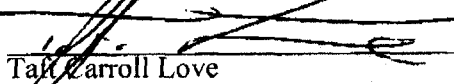
Kim L. Selin



Edward W. Faircloth



Kimberly K. Faircloth



Taft Carroll Love

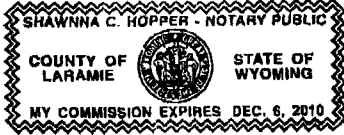


Jill Messina Love

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

The foregoing **Agreement and Consent** was acknowledged before me by Gregory J. Selin, this 8th day of April, 2008.

Witness my hand and official seal.



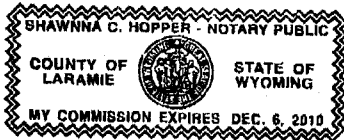
Shawanna C. Hopper
Notary Public

My Commission Expires: _____

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

The foregoing **Agreement and Consent** was acknowledged before me by Kim L. Selin, this 8th day of April, 2008.

Witness my hand and official seal.



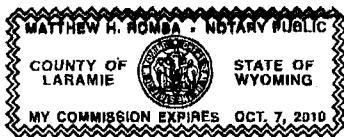
Shawanna C. Hopper
Notary Public

My Commission Expires: _____

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

The foregoing **Agreement and Consent** was acknowledged before me by Edward W. Faircloth, this 27th day of March, 2008.

Witness my hand and official seal.



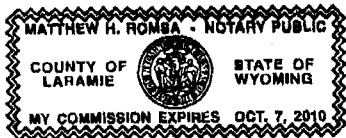
Matthew H. Romba
Notary Public

My Commission Expires: _____

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

The foregoing **Agreement and Consent** was acknowledged before me by Kimberly K. Faircloth, this 27th day of March, 2008.

Witness my hand and official seal.



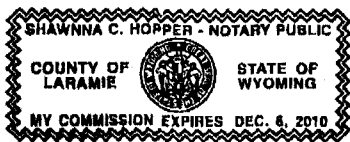
Matthew H. Romba
Notary Public

My Commission Expires: _____

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

The foregoing **Agreement and Consent** was acknowledged before me by Taft Carroll Love, individually and as Trustee of the Love Revocable Trust dated May 16, 2003 this 16th day of April, 2008.

Witness my hand and official seal.



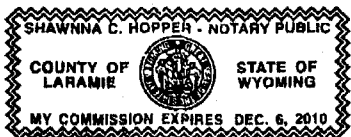
Shawanna C. Hopper
Notary Public

My Commission Expires: _____

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

The foregoing **Agreement and Consent** was acknowledged before me by Jill Messina Love, individually and as Trustee of the Love Revocable Trust dated May 16, 2003, this 16th day of April, 2008.

Witness my hand and official seal.



Shawanna C. Hopper
Notary Public

My Commission Expires: _____



JK

LAND DESCRIPTION

TRACT C4

ALL THAT TRACT OR PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF (S1/2) OF SECTION 32, TOWNSHIP 15 NORTH, RANGE 64 WEST, 6th P.M., COUNTY OF LARAMIE, STATE OF WYOMING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, :

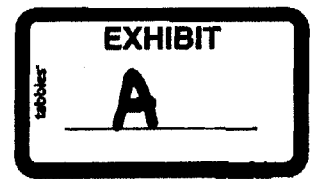
BEGINNING AT THE Southeast Corner of said Section 32 T15N R64W, 6th PM, being a found record white Claystone monument;

THENCE N89°43'22"W along the South line of aforesaid Section 32, for a distance of 1331.03 feet to a set 1-1/2 inch diameter aluminum cap on a rebar marked "S.D.DAWSON WY LS 555", also being the typical monument (TYPMON.) to follow, THENCE N00°18'36"W for a distance of 1301.00 feet to a point which is a set TYPMON, THENCE N89°27'46"E a distance of 1331.82 feet to a point which is a TYPMON, THENCE S00°16'24"E along the East boundary of the of aforesaid Section 32 for a distance of 1319.92 feet, more or less, to the POINT OF BEGINNING.

Said parcel contains 40.05 acres of land, more or less.

SAID PARCEL IS SUBJECT TO A RIGHT-OF-WAY EASEMENT 40 FEET IN WIDTH, MEASURED AT RIGHT ANGLES, ALONG THE EAST SIDE OF THE PROPERTY DESCRIBED ABOVE.

* This is the tract the house will be put on



Commence Surveying Company, June 28, 1999, File: \Dennis\K:\Comp\proj\T\m\l\49836-49836-4\rod.wps

**AFFIDAVIT OF VACATION
OF DECLARATION OF PROTECTIVE COVENANTS
MONTEREY RANCHETTES REPLAT LOTS 1A, 1B, AND 1D**

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

KNOW ALL MEN BY THESE PRESENTS, the following is a Vacation of the "Amendment to Declaration of Protective Covenants Monterey Ranchettes" filed with the Laramie County Clerk of Deeds at Book 1949 Pages 370 through 381 on May 19, 2006, only with respect to the Monterey Ranchettes Replat of Lot 1 Block 3 Lot 1A, Lot 1B, and Lot 1D.

The Original "Declaration of Protective Covenants Monterey Ranchettes" was filed with the Laramie County Clerk of Deeds at Book 972 pages 511 through 514 on April 3, 1973. These Covenants applied only to the Monterey Ranchettes Subdivision.

Lot 1 of Block 3 of the Monterey Ranchettes Subdivision was subsequently replatted, creating Lots 1A, 1B, 1C, and 1D.

On May 19, 2006, these four replatted lots were included within the "Amendment to Declaration of Protective Covenants Monterey Ranchettes" that were recorded with the Laramie County Clerk of Deeds at Book 1949 Pages 370 through 381.

Following a vote of the individuals within the Monterey Ranchettes Subdivision, three owners of the properties located within the Monterey Ranchettes Replat, decided not to remain a part of and subject to the covenants. Thus, on March 5, 2008 an "Amendment to Declaration of Protective Covenants Monterey Ranchettes" was recorded with the Laramie County Clerk of Deeds at Book 2048 Pages 404 through 441. This amendment vacated the covenants with respect to Lots 1A, 1B, and 1D of the Monterey Ranchettes Replat. This amendment was signed by a majority of the owners of record of all Lots in Blocks 1, 2, 4, 5, 6, and 7 and Lots 2, 3, 4, and 5 of Block 3 Monterey Ranchettes, a subdivision of a portion of the NW ¼ of Section 18, Township 14 N., Range 66 W of the 6th P.M., Laramie County, Wyoming.

This document is not intended to make any substantive changes to any of the Protective Covenants, rather, this document serves only to create a record as to Lots 1A, 1B, and 1D of the amendment and vacation that was recorded on March 5, 2008. This document is designed to specify that the "Amendment to Declaration of Protective Covenants Monterey Ranchettes" which used to govern Lots 1A, 1B, and 1D of the Monterey Ranchettes Replat have been and hereby are vacated.

