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Number 142
Reception
#895769

Frank J. McCue, et al
to
The Public

* ADOPTION AND AMENDMENT OF
* PROTECTIVE COVENANTS
*
* Dated April 25, 1960
*
* Recorded April 26, 1960
* at 11:40 A.M.
*
* Book 676 Page 548

Recites:

Know all men by These Presents, that we, the undersigned being all owners of Lots 15 through 28 in Block 2 and Lots 1 through 8 in Block 3, Indian Hills, Sixth Filing, an addition to the City of Cheyenne, Laramie County, Wyoming do hereby agree that the declaration of protective covenants heretofore filed with other portions of Indian Hills and as made of record in the Office of the Laramie County Clerk in Book 625, pages 460-462 shall apply in their entirety to the above described lots and blocks and all conveyances of such lots and blocks shall be subject to and be controlled by the said declaration, and the said declaration is hereby ratified, adopted and confirmed as to the said lots and blocks.

The declaration of protective covenants as above described is hereby amended as follows: Paragraph B-1 is amended to the extent that the side yard requirements of interior lots shall be the same as those now prescribed in the Ordinance of the City of Cheyenne in Residence "A" zones.

Signed: Frank J. McCue
Margaret M. McCue
Otis L. Hoy
Edna Fern Hoy
Edna A. Myers
H. J. Myers
John T. McCue
Barbara J. McCue

Acknowledged April 25, 1960, by Frank J. McCue and Margaret M. McCue; Otis L. Hoy and Edna Fern Hoy; H. J. Myers and Edna A. Myers, and John T. McCue and Barbara J. McCue, before Paul R. LaPlant, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires July 14, 1963.



Restrictions indicating a preference, limitation of discrimination based on race, color, religion, sex, handicap, status, or marital status hereby deleted to the extent such restrictions violate 42 USC 3606(f).

APR 26 1960
LARAMIE COUNTY, WYOMING
NOTARY PUBLIC
PAUL R. LAPLANT

in re

Dated November 25, 1957

Blocks 1 and 2, Indian Hills, Fourth Filing.

Recorded November 26, 1957 at 4:41 P.M.



A. Know all men by these presents: that all lots lying within Blocks 1 and 2, Fourth Filing of Indian Hills, a subdivision of Section 19, Township 14 North, Range 66 West of the 6th P.M., in 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 Frank J. McCue and Margaret M. McCue, Otis L. Hoy and Edna Fern Hoy do hereby warrant, and agree that any subsequent grants of any lots shall be made subject to the following covenants and restrictions.

B-1 FULLY PROTECTED RESIDENTIAL AREA

The residential area covenants contained herein shall apply to Lots 1 through 14 in Block 1 and Lots 1 through 4 in Block 2.

B-2 RESIDENTIAL COVENANTS

Lots 15, 16, 17 and 18 in Block 1 shall be subject to all of the regulations of the Zoning Ordinances of the City of Cheyenne, Wyoming, relative to residence "C" districts.

C. RESIDENTIAL COVENANTS

C-1 LAND USE AND BUILDING TYPE.

No lot shall be used except for residential purpose except as provided as to lots described in Paragraph B-2. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one and one-half stories in height and private garage for not more than two cars.

C-2 ARCHITECTURAL CONTROL

No buildings 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 topography and finish grade elevation. No fence, wall or hedge shall be erected or placed on any lot nearer to any street than the minimum building setback line.

C-3 DWELLING COST, QUALITY AND SIZE.

It is the intention and purpose of the covenants to assure that all dwellings shall be of a quality workmanship and materials substantially the same as, or better than the near subdivision adjoining.

MINIMUM PERMITTED DWELLING SIZE

In Blocks 1 and 2 the ground area of the main structure, exclusive of one story open porches and garages, shall not be less than 1000 square feet for a one story dwelling, nor less than 750 square feet for a dwelling of more than one story, and the exterior of all construction shall not be less than 25% masonry on front elevation exclusive of all door and window openings. All construction shall be new and no structure shall be moved from any location outside this subdivision on to any site in said subdivision.

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C-4 BUILDING LOCATION

No building shall be located on any lot nearer than 25 feet to the front line, or 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 60 feet or more than the minimum setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. In the event a house is turned on a corner lot to face the side street, the setback line on each street shall be minimum of 25 feet.

C-5 LOT AREA AND WIDTH

No dwelling shall be erected or placed on any plot having a minimum width less than 65 feet at the setback line.

C-6 EASEMENTS

Easements for installation and maintenance of utilities and minimum width are reserved.

C-7 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.

C-8 TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, ten shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-9 SIGNS

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

C-10 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 designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11 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 that they are not kept, bred, or maintained for any commercial purpose.

C-12 SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State of Wyoming Department of Public Health.

C-13 GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. 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.

D ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP

The architectural control committee is composed of Frank J.
(Continued Next Page)

McCue, Otis L. Hoy and A.K. Morley, Jr. 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 of the committee 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 record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of the powers and duties.

D-2 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 or in any event, if 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.

E GENERAL PROVISIONS

E-1 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 twenty-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.

E-2 ENFORCEMENT

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or recover damages.

E-3 SEVERABILITY

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

Dated this 25th day of November, 1957.

Signed: Frank J. McCue
Otis L. Hoy
Edna Fern Hoy
Margaret M. McCue

Acknowledged November 26, 1957, before Pauline E. Connelly,
Notary Public, Laramie County, Wyoming. (Notarial Seal)
Commission expires April 7, 1958.



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