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BOOK 749

MAY 11 1963 AT 11:25 AM
RECORDED AT 8 O'CLOCK AM
RECEPTION NO. 8017 LESTER R. GOPP, Recorder

485

Frank J. McCue et al * DECLARATION OF
to * PROTECTIVE COVENANTS
The Public * Dated
Recites: * Recorded

A PREAMBLE

Know all men by these presents that we, Frank J. McCue and Margaret M. McCue, Otis L. Hoy and Edna Fern Hoy, John C. Esmay and Cris P. Esmay, William A. Maxwell and Mary Jane Maxwell, P. Francis Ferguson and Leona C. Ferguson, being the present owners of Lots 9 thru 22 inclusive in Block 3 of Indian Hills, 7th Filing and Lots 1 thru 31 inclusive in Block 4 of Indian Hills, 9th filing, subdivisions of Section 19, Township 14 North, Range 66 West of the 6th P.M. in Laramie County, Wyoming, declare that all the aforementioned lots 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 we do further covenant and agree that any subsequent grants of any of the said lots now owned by us shall be subject to the following covenants and restrictions.

B AREA OF APPLICATION

The residential area covenants in Part C in their entirety shall apply to Lots 9 thru 22 in Block 3 of Indian Hills 7th Filing and Lots 1 thru 31 in Block 4 of Indian Hills 9th Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming.

C RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and private garage for not more than two cars.

C-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 topography and finish grade elevation. Building of any structure must be completed within one year from the date of first excavation.

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 and workmanship and materials substantially the same as, or better than, the near subdivision adjoining. The ground area of the main structure, exclusive of one story open porches and garages, shall not be less than 1200 square feet for a one story dwelling nor less than 700 square feet for a dwelling of more than one story. Each two story dwelling shall have a minimum of fifty percent (50%) of the exterior elevation, excluding the total area of all openings, constructed of solid or veneered brick, stone, concrete blocks, or a combination thereof. Each one story dwelling shall have a minimum of seventy percent (70%) of the exterior elevation, excluding the total area of all openings, constructed of solid or veneered brick, stone, concrete blocks, or a combination thereof. All construction shall be new and no structure shall be moved from any location outside this subdivision onto any site in said subdivision.

By and for the
benefit of
on this 10th day of May 1963
family covenants of Indian Hills 7th and 9th
hereby declared to the extent such
restrictions violate 42 USC 3604(c)



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 any interior lot line, or nearer than 10 feet to any side street lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from 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 a 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 70 feet at the setback line.

C-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.

C-7 EASEMENTS OR ALLEYS

Alleys and/or easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

C-8 TEMPORARY STRUCTURES

No structures 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.

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 FENCES AND WALLS

Yard fences and walls may extend only from the rear of the lot to the setback line at the front of the house thereon and there shall be no front yard fencing or walls.

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. McCue, Margaret M. McCue, and John T. McCue, all 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 record owners of a majority of the lots shall have the power



through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its 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 thirty five years from the date these covenants are recorded, after 30 days after plans and specifications have been submitted to it, the failure of such representative to approve or disapprove any proposed building plan shall not in any way relieve the owner or the builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained herein.

E GENERAL PROVISIONS

E-1 TERMS

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.

E-2 ENFORCEMENT

Enforcement shall be by proceedings 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 judgement or court order shall in no wise affect any of the other provisions which shall remain in force and effect.

Dated this 9th day of May 1963.

Signed:

Frank J. McCue
Frank J. McCue

Margaret M. McCue
Margaret M. McCue

Otis L. Hoy
Otis L. Hoy

Edna Fern Hoy
Edna Fern Hoy

John C. Esmay
John C. Esmay

Cris P. Esmay
Cris P. Esmay

William A. Maxwell
William A. Maxwell

Mary Jane Maxwell
Mary Jane Maxwell

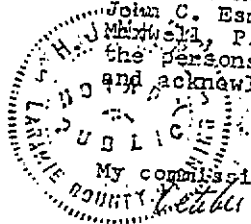
P. Francis Ferguson
P. Francis Ferguson

Leona C. Ferguson
Leona C. Ferguson



THE STATE OF WYOMING
COUNTY OF LARAMIE

On this 9th day of May 1963, before me personally appeared Frank J. McCue and Margaret M. McCue, Otis L. Hoy and Edna Fern Hoy, John C. Esmay and Cris P. Esmay, William A. Maxwell and Mary Jane Maxwell, P. Francis Ferguson and Leona C. Ferguson, to me known to be the persons who executed the foregoing declaration of protective covenants and acknowledged that they executed the same as their free act and deed.



My commission expires:
October 25, 1965

[Signature]
Notary Public

Frank J. McCue et al

AMENDMENT OF PROTECTIVE COVENANTS

TO

DATED: March 18, 1964

The Public

RECORDED: April 24, 1964
at 4:36 P.M.



KNOW ALL MEN BY THESE PRESENTS, that, we, the undersigned, being all owners of Lots 9 thru 22 inclusive in Block 3 of Indian Hills, Seventh Filing and Lots 1 thru 31 inclusive in Block 4 of Indian Hills, Ninth Filing, subdivisions of Section 19, Township 14 North, Range 66 West of the 6th P.M., in Laramie County, Wyoming, declare that the Declaration of Protective Covenants on the aforesaid land, dated May 9, 1963 and recorded May 11, 1963, in Book 749, pages 485, 486 and 487, is hereby amended as follows:

Paragraph C-3 is amended to the extent that "The ground area of the main structure, exclusive of one story open porches and garages, shall not be less than 1200 square feet for a one story dwelling nor less than 700 square feet for a dwelling of more than one story, said area to be above foundation."

Paragraph C-4 is amended to the extent that "In the 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."

Paragraph C-12 is amended to read "FENCES, WALLS AND HEDGES. Yard fences, walls and hedges may extend only from the rear of the lot to the setback line at the front of the house thereon and there shall be no front yard fencing, wall or hedges."

Signed:

Frank J. McCue

Margaret M. McCue

Otis L. Hoy

Edna Fern Hoy

John C. Esmay

Cris P. Esmay

William A. Maxwell

Mary Jane Maxwell

Jack H. Reed

Elizabeth H. Reed

P. Francis Ferguson

Leona C. Ferguson

THE STATE OF WYOMING
COUNTY OF LARAMIE

On this ___ day of March, 1964, before me personally appeared Frank J. McCue and Margaret M. McCue, Otis L. Hoy and Edna Fern Hoy, John C. Esmay and Cris P. Esmay, William A. Maxwell and Mary Jane Maxwell, Jack H. Reed and Elizabeth H. Reed, P. Francis Ferguson and Leona C. Ferguson, to me known to be the persons who executed the foregoing amendments to the Declaration of Protective Covenants and acknowledged the same as their free act and deed.

NOTARIAL SEAL

Commission expires October 25, 1965.

H. J. Myers, Notary Public