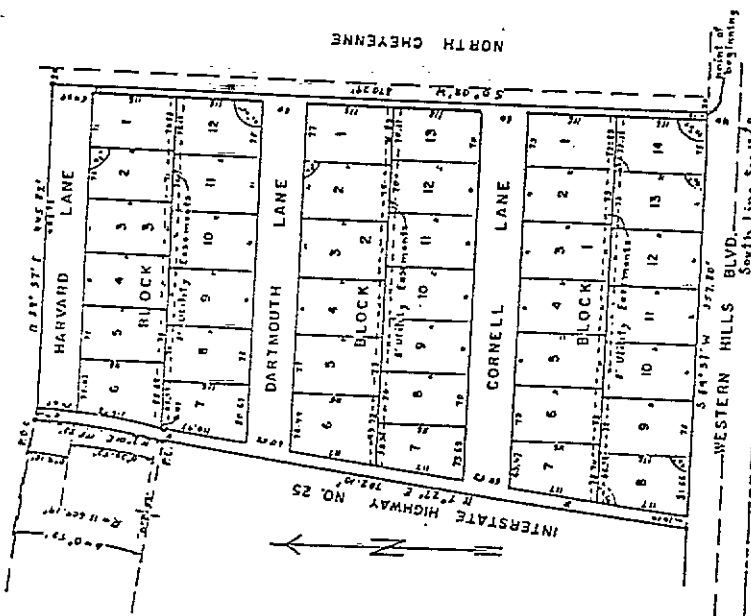




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ENGINEER'S CERTIFICATE

The State of Wyoming) ss.
 County of Laramie) ss.
 I, Malcolm D. McEntee, of Cheyenne, Wyoming, hereby certify that this plat of WESTCHESTER HEIGHTS, FIRST FILING, was made from notes taken during an actual survey made by me in April, 1959; that it shows accurately the location of Lots, Blocks and Streets, as marked on the ground by iron pipe set at all block corners and iron spikes set at all other lot corners; that the land embraced in this subdivision is all that part of the S1/2 Section 13, T. 14 N., R. 67 W., Laramie County, Wyoming, containing 32.0 acres, more or less, and being more particularly described as follows: Beginning at a point on the west boundary of North Cheyenne, which point of beginning is 3173.92 feet east and 40 feet north of the southwest corner of said Section 13, and which point bears N 89° 12' E, a distance of 370.23 feet from the southwest corner of said Section 13, thence S 88° 57' W, bearing a point on the east R/W line of Interstate Highway No. 25, at said Highway it laid down and recorded in the office of the Wyoming State Highway Commission as of December 1st, 1956, thence N 72° 27' E, along the east R/W line of said Highway, a distance of 2021 feet to a point of curve; thence continuing along the east R/W line of said Highway, on a curve to the left whose radius is 11,609.19 feet and whose long chord bears N 7° 01' E, a distance of 175.53 feet to a point of tangency; thence N 89° 57' E, parallel to the south boundary of said Section 13, a distance of 445.82 feet to a point on the west boundary of North Cheyenne, thence S 0° 02' W, along the west boundary of North Cheyenne a distance of 870.29 feet to the point of beginning.

Malcolm D. McEntee
 City Engineer
 City of Cheyenne

APPROVAL
 Approved by the City Council of the City of Cheyenne this 4th day of May, A.D., 1959.
North Elston
 Mayor

APPROVAL
 Approved by the County Commissioners of Laramie County, Wyoming, this 4th day of May, A.D., 1959.
Paul Cox
 Chairman

WESTCHESTER HEIGHTS, 1st FILING
 AN ADDITION TO THE CITY OF CHEYENNE
 PART OF THE S1/2 SECTION 13, T. 14 N., R. 67 W., 6th P.M., LARAMIE COUNTY, WYOMING
 Scale 1" = 100'

DEDICATION
 Know all men by these presents, that Northwest Associates, Incorporated, a Wyoming corporation, owner in fee simple of the land embraced in this WESTCHESTER HEIGHTS, FIRST FILING, on addition to the City of Cheyenne, acting through its Board of Directors, does hereby declare the subdivision of said land, as appears on this plat, to be its free act and deed and does hereby dedicate to the use of the Public for ever all of the streets shown hereon.

Walter D. Duglight
 Secretary
 Northwest Associates, Inc.
Henry Dugger S.
 President

ACKNOWLEDGEMENT
 I, the State of Wyoming) ss.
 County of Laramie) ss.
 On this 28th day of April, 1959, personally appeared Jerry Berger, Jr. and Walter Duglight, to me known to be the President and Secretary, respectively, of Northwest Associates, Inc., and acknowledged the above and foregoing Dedication to be the free act and deed of said Corporation and that, by authority of its Board of Directors, they had signed and sealed said dedication on behalf of said Corporation.
 My commission expires June 24, 1954

Walter D. Duglight
 History Public
 Residing at Cheyenne, Wyoming



BOOK 054

RECORDED MAY 6 1924
BY THE COUNTY CLERK
LARAMIE, WYOMING

572

DECLARATION OF PROTECTIVE COVENANTS

The undersigned, Northmont Associates, Inc., being the owner in fee simple of the following described property situate in Laramie County, Wyoming, to-wit:

The Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 in Block one, and,

The Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 in the Block two, and,

The Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in the Block three,

of Westchester Heights, 1st Filing, an Addition to the City of Cheyenne, part of the S $\frac{1}{2}$ Section 13, T 14 N. R. 67 W. 6th P.M. Laramie County, Wyoming.



do hereby make this declaration of protective covenants applicable to all of said described property.

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

2. No building shall be erected, placed or altered on any plot 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 location with respect to topography and finish grade elevations. All construction shall be new, and no building or buildings may be moved from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any plot nearer to any street than the minimum building setback line. There shall be no front yard fencing.

3. No dwelling shall be permitted on any plot in which the ground floor area of the main structure, exclusive of one story porches and garages, shall be less than 1000 square feet for one-story building, or less than 1000 square feet of ground floor space for a two story building.

4. At least fifty percent of the front elevation of each resident structure shall be faced with brick, stone or masonry artificial stone.

5. No building shall be located on any plot nearer than 25 feet to the front plot line or nearer than 10 feet to any side street line, and no building shall be located nearer than 5 feet to an interior plot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior plot nearer than 25 feet to the rear plot line. In the event that 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. 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 plot to encroach upon another plot.

6. No dwelling shall be erected or placed on any plot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any plot having an area of less than 6250 square feet.

7. Easements and/or alleys for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plan.

8. No noxious or offensive activity shall be carried on upon any plot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

BOOK 654

9. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any plot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any house trailer be permitted to remain on any plot.

10. No person shall be allowed to keep, breed or raise chickens, turkeys, horses, cows, cattle, sheep or other domestic farm animals on any plot or erect thereon any building designed to house the same. This restriction shall not be construed to prohibit any person from keeping cats, dogs or other household pets on any plot, providing they are not kept, bred or raised for commercial purposes.

11. The architectural control committee is composed of the following persons:

JERRY J. BERGER, JR. - PAUL E. CLARK - WALTER C. URBIGKIT, Jr - FRANCIS J.

BUCHER - LUCILE G. STEPHENS.

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 their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then owners of a majority of the plots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to the committee any of the powers, and duties.

12. The committee's approval or disapproval as required by 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.

13. 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 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 plots has been recorded, agreeing to change said covenants in whole or in part.

14. In the event that anyone shall violate any of these covenants, it shall be lawful for any owner of a plot or plots in the area to maintain an action in law or equity against the person or persons so violating the covenants in order to restrain or enjoin the violation thereof.

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

16. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any plot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any plot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any plot.

17. Entire property described is zoned Residential "R".

IN TESTIMONY WHEREOF, the Northwest Associates, Inc., a Wyoming Corporation, has caused this instrument to be executed by its President and attested by its Secretary and its Corporate Seal to be placed hereon this 9th day of May, A. D. 1959.

Walter C. Urbigkit, Jr.
Secretary

Northwest Associates, Inc.

By _____
President



BOOK 654



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STATE OF WYOMING)

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County of Laramie)

On this 6th day of May, A. D. 1959, before me personally appeared Jerry Berger, Jr., to me personally known, who being by me duly sworn did say that he is President of Northwest Associates, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Jerry Berger, Jr., acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 6th day of May, A. D. 1959.

Arthur L. Bettis
Notary Public

My commission expires June 24, 1959.

Arthur L. Bettis
2121 Cady Ave.
Cheyenne, Wyo.

