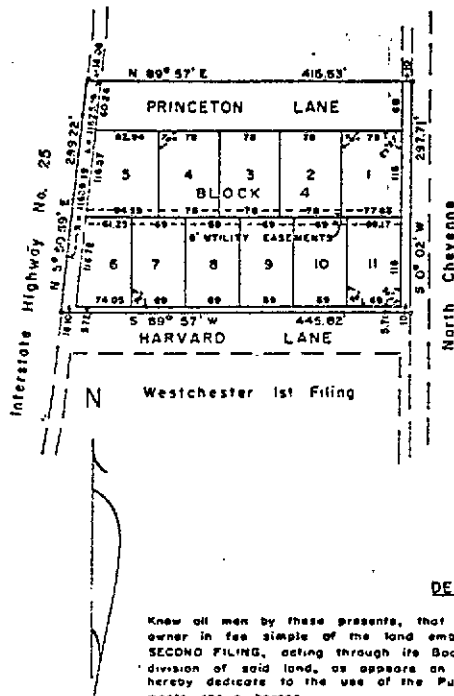
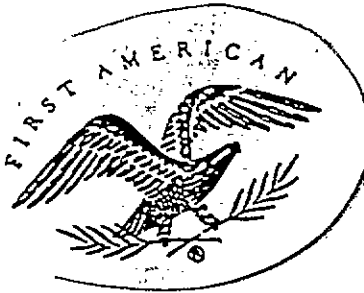




First American Title™

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**SURVEYOR'S CERTIFICATE**

State of Wyoming }  
 County of Laramie } ss  
 I, Malcolm D. Martin, of Cheyenne, Wyoming, hereby certify that this plat of WESTCHESTER HEIGHTS, SECOND FILING, was made from notes taken during an actual survey made under my direction in June, 1961; that it shows accurately the location of Lots, Blocks, Streets, Alleys and Easements, as marked on the ground by iron pipe set at all block corners and iron spikes set at all other lot corners and the land embraced in this subdivision is all that part of the S/2 of Section 13, T.14 N., R. 67 W., 6th P.M., Laramie County, Wyoming, containing 2.94 acres, more or less, and being more particularly described as follows: Beginning at the northeast corner of Westchester Heights, First Filing, which point is on the west boundary of North Cheyenne and which point bears N 46° 09' E, a distance of 4262.53 feet from the southwest corner of said Section 13; thence S 89° 57' W, along the north boundary of Westchester Heights, First Filing, a distance of 445.82 feet to the northwest corner of Westchester Heights, First Filing, which point is on the east R/W line of Wyoming Interstate Highway No. 25; thence along said R/W line, on a curve to the left whose radius is 11,609.19 feet and whose long chord bears N 5° 50.69' E, a distance of 299.22 feet to a point on a curve; thence N 89° 57' E, a distance of 415.53 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 297.71 feet to the point of beginning.

*Malcolm D. Martin*  
 Wyo. Reg. No. 228

**DEDICATION**

Knew all men by these presents, that Northwest Associates, a Wyoming corporation, owner in fee simple of the land embraced in this plat of WESTCHESTER HEIGHTS, SECOND FILING, acting through its Board of Directors, does hereby declare the subdivision of said land, as appears on this plat, to be its free and deed and does hereby dedicate to the use of the Public forever all of the streets, alleys and easements shown hereon.

Attest: *Paul E. Clark* Secretary  
*Frank J. Bucher* President  
 Northwest Associates, Inc.

**ACKNOWLEDGEMENT**

The State of Wyoming } ss  
 County of Laramie }  
 On this 02<sup>nd</sup> day of July, 1961, personally appeared Frank J. Bucher and Paul E. Clark, 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.

In Witness Whereof I have hereunto set my hand and affixed the seal of my office the day and year first above written.

My commission expires June 24 1963

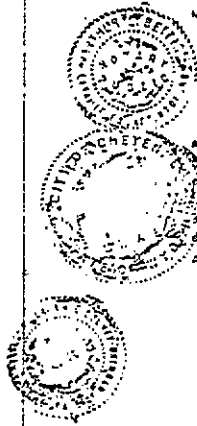
*Malcolm D. Martin*  
 Notary Public

Residing at Cheyenne Wyoming

**APPROVALS**

Approved by the City Commission of the City of Cheyenne this 14<sup>th</sup> day of July, 1961.  
 Attest: *William C. Martin* City Clerk  
*Walter Steyer* Mayor

Approved by the Board of County Commissioners of Laramie County, Wyoming this 14<sup>th</sup> day of July, A. D., 1961.  
 Attest: *John W. Clark* County Clerk  
*Don L. Breen* Chairman of the Board



The State of Wyoming } ss  
 County of Laramie }  
 I, *Malcolm D. Martin*, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on my records.  
 Attest: *Malcolm D. Martin*  
 Notary Public

WESTCHESTER HEIGHTS, SECOND FILING  
 PART OF THE S/2 SECTION 13, T.14 N.,  
 R. 67 W., 6th P.M.  
 LARAMIE COUNTY, WYOMING

Scale 1"=100' June, 1961

BOOK 717

RECORDED 3EC 22 1951 AT 4:55 PM  
RECEPTION No. 986401 LESTER K. GOPP, Recorder

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DECLARATION OF PROTECTIVE COVENANTS

The undersigned, Northwest Associates, Inc., a Wyoming Corporation, Berger and Berger Construction Company, a Wyoming Corporation, Willis B. Clark and Lauraine L. Clark, Husband and Wife, being the owners 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 and 11 in Block 4, Westchester Heights, Second Filing, 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 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 a one-story building, or less than 700 square feet of ground floor space for a two story building.
4. 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 set back of the adjoining house, and the setback line on the side street shall be 25 feet. For the purpose of this covenant, eaves,

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

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.

5. 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 6000 square feet.

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

7. 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.

8. 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.

9. 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.

10. The architectural control committee is composed of the following persons: Jerry Berger, Jr., Paul E. Clark, Fred P. Nylander. 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.

11. The committee's approval or disapproval as required by these covenants



relieve the owner or the builder from his legal responsibility to comply with the covenants, conditions and restrictions contained herein.

12. 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.

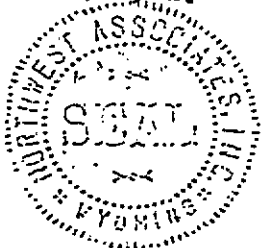
13. Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

14. 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.

15. 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.

16. The entire property described is zoned Residential "A".

IN WITNESS WHEREOF, the parties hereto have executed these presents in accordance with the laws of the State of Wyoming, this 20th day of December, A. D. 1961.



NORTHWEST ASSOCIATES, INC.

By Carl E. Clark President

Attest: Sam Berger Secretary

BERGER AND BERGER CONSTRUCTION CO.

By Sam Berger President

Attest: Norma R. Lyons Secretary

Willis B. Clark  
(Willis B. Clark)

Lorraine H. Clark

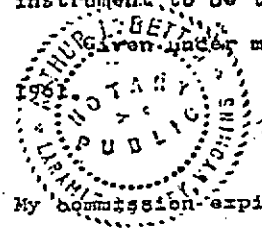




STATE OF WYOMING )  
                          :-ss  
County of Laramie )

On this 20th day of December, A. D. 1961, before me personally appeared Paul E. Clark, to me personally known, who, being by me duly sworn did say that he is the 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 on behalf of said corporation by authority of its Board of Directors and said Paul E. Clark acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 20th day of December, A. D. 1961.



*Arthur L. Bettis*  
Notary Public

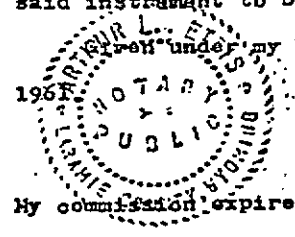
ARTHUR L. BETTIS  
1814 CENTRAL AVE.  
CHEYENNE, WYO.

My commission expires June 24, 1963.

STATE OF WYOMING )  
                          :-ss  
County of Laramie )

On this 20th day of December, A. D. 1961, before me personally appeared Jerry J. Berger, to me personally known, who, being by me duly sworn, did say that he is the President of Berger and Berger Construction Company and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Jerry J. Berger acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 20th day of December, A. D. 1961.



*Arthur L. Bettis*  
Notary Public

ARTHUR L. BETTIS  
1814 CENTRAL AVE.  
CHEYENNE, WYO.

My commission expires June 24, 1963.

STATE OF WYOMING )  
                          :-ss  
County of Laramie )

On this 20th day of December, A. D. 1961, before me personally appeared Willis B. Clark and Lauraine L. Clark, Husband and Wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been fully apprised of her right and the effect of signing and acknowledging the said instrument.

BOOK 717

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Given under my hand and notarial seal, the day and year in this certificate first above written.

*Arthur L. Bettis*

Notary Public

ARTHUR L. BETTIS  
1814 CENTRAL AVE.  
CHEYENNE, WYO.

My commission expires on the 24th day of June, A. D. 1963.

