



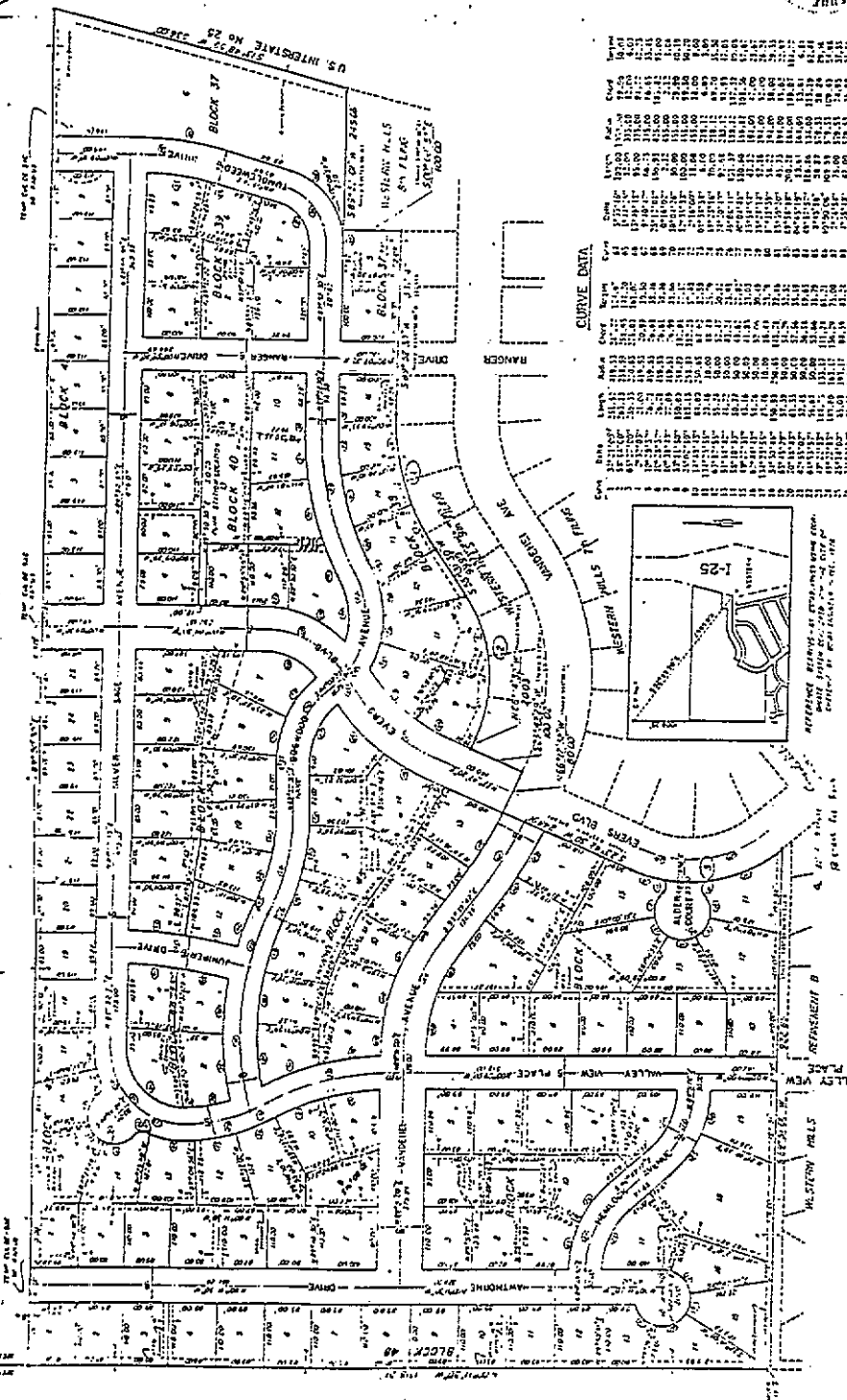
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**REPLAT**  
**WESTERN HILLS TENTH FLING**  
 A SUBDIVISION SITUATED IN THE  
 NW 1/4 OF SECTION 13, T.14 N., R. 67 W., 6th P.M.,  
 LARAMIE COUNTY, WYOMING

**C.S.S.A.**  
 CIVIL ENGINEERING  
 495



**CURVE DATA**

Sta.	Curve No.	Radius	Delta	Chord	Area	Length
0+00	1	100	100	100	100	100
0+50	1	100	100	100	100	100
1+00	1	100	100	100	100	100
1+50	1	100	100	100	100	100
2+00	1	100	100	100	100	100
2+50	1	100	100	100	100	100
3+00	1	100	100	100	100	100
3+50	1	100	100	100	100	100
4+00	1	100	100	100	100	100
4+50	1	100	100	100	100	100
5+00	1	100	100	100	100	100
5+50	1	100	100	100	100	100
6+00	1	100	100	100	100	100
6+50	1	100	100	100	100	100
7+00	1	100	100	100	100	100
7+50	1	100	100	100	100	100
8+00	1	100	100	100	100	100
8+50	1	100	100	100	100	100
9+00	1	100	100	100	100	100
9+50	1	100	100	100	100	100
10+00	1	100	100	100	100	100
10+50	1	100	100	100	100	100
11+00	1	100	100	100	100	100
11+50	1	100	100	100	100	100
12+00	1	100	100	100	100	100
12+50	1	100	100	100	100	100
13+00	1	100	100	100	100	100
13+50	1	100	100	100	100	100
14+00	1	100	100	100	100	100
14+50	1	100	100	100	100	100
15+00	1	100	100	100	100	100
15+50	1	100	100	100	100	100
16+00	1	100	100	100	100	100
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17+00	1	100	100	100	100	100
17+50	1	100	100	100	100	100
18+00	1	100	100	100	100	100
18+50	1	100	100	100	100	100
19+00	1	100	100	100	100	100
19+50	1	100	100	100	100	100
20+00	1	100	100	100	100	100
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22+00	1	100	100	100	100	100
22+50	1	100	100	100	100	100
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23+50	1	100	100	100	100	100
24+00	1	100	100	100	100	100
24+50	1	100	100	100	100	100
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25+50	1	100	100	100	100	100
26+00	1	100	100	100	100	100
26+50	1	100	100	100	100	100
27+00	1	100	100	100	100	100
27+50	1	100	100	100	100	100
28+00	1	100	100	100	100	100
28+50	1	100	100	100	100	100
29+00	1	100	100	100	100	100
29+50	1	100	100	100	100	100
30+00	1	100	100	100	100	100

**LOT AREAS**

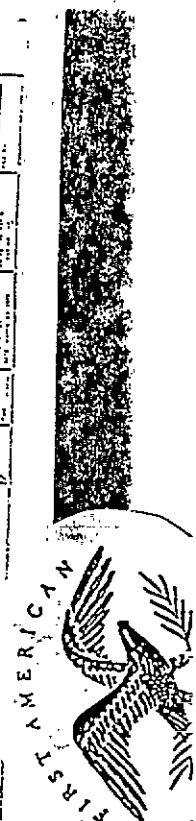
LOT 1 100.00 sq. ft. LOT 2 100.00 sq. ft. LOT 3 100.00 sq. ft. LOT 4 100.00 sq. ft. LOT 5 100.00 sq. ft. LOT 6 100.00 sq. ft. LOT 7 100.00 sq. ft. LOT 8 100.00 sq. ft. LOT 9 100.00 sq. ft. LOT 10 100.00 sq. ft. LOT 11 100.00 sq. ft. LOT 12 100.00 sq. ft. LOT 13 100.00 sq. ft. LOT 14 100.00 sq. ft. LOT 15 100.00 sq. ft. LOT 16 100.00 sq. ft. LOT 17 100.00 sq. ft. LOT 18 100.00 sq. ft. LOT 19 100.00 sq. ft. LOT 20 100.00 sq. ft. LOT 21 100.00 sq. ft. LOT 22 100.00 sq. ft. LOT 23 100.00 sq. ft. LOT 24 100.00 sq. ft. LOT 25 100.00 sq. ft. LOT 26 100.00 sq. ft. LOT 27 100.00 sq. ft. LOT 28 100.00 sq. ft. LOT 29 100.00 sq. ft. LOT 30 100.00 sq. ft. LOT 31 100.00 sq. ft. LOT 32 100.00 sq. ft. LOT 33 100.00 sq. ft. LOT 34 100.00 sq. ft. LOT 35 100.00 sq. ft. LOT 36 100.00 sq. ft. LOT 37 100.00 sq. ft. LOT 38 100.00 sq. ft. LOT 39 100.00 sq. ft. LOT 40 100.00 sq. ft. LOT 41 100.00 sq. ft. LOT 42 100.00 sq. ft. LOT 43 100.00 sq. ft. LOT 44 100.00 sq. ft. LOT 45 100.00 sq. ft. LOT 46 100.00 sq. ft. LOT 47 100.00 sq. ft. LOT 48 100.00 sq. ft. LOT 49 100.00 sq. ft. LOT 50 100.00 sq. ft. LOT 51 100.00 sq. ft. LOT 52 100.00 sq. ft. LOT 53 100.00 sq. ft. LOT 54 100.00 sq. ft. LOT 55 100.00 sq. ft. LOT 56 100.00 sq. ft. LOT 57 100.00 sq. ft. LOT 58 100.00 sq. ft. LOT 59 100.00 sq. ft. LOT 60 100.00 sq. ft. LOT 61 100.00 sq. ft. LOT 62 100.00 sq. ft. LOT 63 100.00 sq. ft. LOT 64 100.00 sq. ft. LOT 65 100.00 sq. ft. LOT 66 100.00 sq. ft. LOT 67 100.00 sq. ft. LOT 68 100.00 sq. ft. LOT 69 100.00 sq. ft. LOT 70 100.00 sq. ft. LOT 71 100.00 sq. ft. LOT 72 100.00 sq. ft. LOT 73 100.00 sq. ft. LOT 74 100.00 sq. ft. LOT 75 100.00 sq. ft. LOT 76 100.00 sq. ft. LOT 77 100.00 sq. ft. LOT 78 100.00 sq. ft. LOT 79 100.00 sq. ft. LOT 80 100.00 sq. ft. LOT 81 100.00 sq. ft. LOT 82 100.00 sq. ft. LOT 83 100.00 sq. ft. LOT 84 100.00 sq. ft. LOT 85 100.00 sq. ft. LOT 86 100.00 sq. ft. LOT 87 100.00 sq. ft. LOT 88 100.00 sq. ft. LOT 89 100.00 sq. ft. LOT 90 100.00 sq. ft. LOT 91 100.00 sq. ft. LOT 92 100.00 sq. ft. LOT 93 100.00 sq. ft. LOT 94 100.00 sq. ft. LOT 95 100.00 sq. ft. LOT 96 100.00 sq. ft. LOT 97 100.00 sq. ft. LOT 98 100.00 sq. ft. LOT 99 100.00 sq. ft. LOT 100 100.00 sq. ft. LOT 101 100.00 sq. ft. LOT 102 100.00 sq. ft. LOT 103 100.00 sq. ft. LOT 104 100.00 sq. ft. LOT 105 100.00 sq. ft. LOT 106 100.00 sq. ft. LOT 107 100.00 sq. ft. LOT 108 100.00 sq. ft. LOT 109 100.00 sq. ft. LOT 110 100.00 sq. ft. LOT 111 100.00 sq. ft. LOT 112 100.00 sq. ft. LOT 113 100.00 sq. ft. LOT 114 100.00 sq. ft. LOT 115 100.00 sq. ft. LOT 116 100.00 sq. ft. LOT 117 100.00 sq. ft. LOT 118 100.00 sq. ft. LOT 119 100.00 sq. ft. LOT 120 100.00 sq. ft.

**WESTERN HILLS TENTH FLING**  
 A SUBDIVISION SITUATED IN THE  
 NW 1/4 OF SECTION 13, T.14 N., R. 67 W., 6th P.M.,  
 LARAMIE COUNTY, WYOMING

**C.S.S.A.**  
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RECORDED DEC 9 1977 AT 452 o'clock P.M.  
464521  
Reception No. JANET C. WHITEHEAD, Recorder



STATE OF WYOMING )  
 ) ss:  
COUNTY OF LARAMIE )

TO THE PUBLIC: DATE: December 6, 1977

DECLARATION OF PROTECTIVE COVENANTS

The undersigned, being the owners in fee simple of the following described property situate in Laramie County, Wyoming, to-wit:

Western Hills, 10th Filing, addition to the City of Cheyenne, Laramie County, Wyoming; except Block 37;

do hereby make this Declaration of Protective Covenants applicable to all of the described property.

- 1. Family Residences Required in Filing: No lot shall be used except for a one family dwelling residential purpose and no building shall be erected, altered, placed or removed on any lot other than the unit above authorized.
- 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 existing structure, and location with respect to topography and finish grade elevations. All construction shall be new and no buildings or building may be removed from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing. Approval shall be as provided in paragraph 16.
- 3. Dwelling Quality and Size: No dwelling shall have less than 1200 square feet without a basement or 1000 square feet with a basement. Tri-level houses shall have not less than 1000 square feet on the upper two levels and bi-levels or split-levels shall be considered the same as a basement house with not less than 900 square feet on the main floor. A two-story house shall have not less than 1000 square feet on the first floor and not less than 750 square feet on the second floor. The square footage shall be determined by measurement of the framing dimensions of the living quarters only. No storage areas or garages shall be considered in determining square footage. No dwelling shall have less than 50% of the exterior surface covered with appropriate masonry, exclusive of fireplaces.
- 4. Minimum Lot Size and Building Locations:
  - (A) No residential structure shall be erected or placed on any tract having less than 6,000 square feet or has a front footage of less than 50 feet at setback line.

BOOK 1103

1975



(B) No structure shall be located closer to the front or rear lot lines than 20 feet.

(C) No structure shall be located closer than 5 feet from the side lot lines.

(D) For the purposes 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 lot to encroach upon another lot.

5. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements; or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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.

7. Temporary Structures: No structure 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.

8. Parking and Non-Operative Vehicles and Facilities: Parking of trailer-campers, truck-campers, bus-campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours, when parked on the street in front of a residence or a parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 74 hours at any one time or as a repeated matter of practice.

9. Signs: No sign of any kind shall be displayed in 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 a builder to advertise the property during the construction and sales period.

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 designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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.

12. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. Water Supply: No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Laramie County, Wyoming.

14. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. The Architectural Control Committee is composed of the following persons: M. V. Federer, G. F. Vandehei and Thomas E. Kilty. 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. None of 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 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.

16. 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 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.

17. 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 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 lots has been recorded, agreeing to change said covenants in whole or in part.





18. **Enforcement:** In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area or the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and in addition, to recover from the party so violating such protective covenants reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery of the damages.

19. **Severability:** Invalidation of any of these covenants 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 6<sup>th</sup> day of December, 1977.

OWNERS

NORTHWEST ASSOCIATES,  
a partnership

By: M.V. Federer  
M.V. Federer, President of  
Federer Development Co.

ATTEST Marilyn J. Kilty  
Secretary



and

By: Thomas E. Kilty  
Thomas E. Kilty, President  
of Heritage Developers

Thomas E. Kilty  
Secretary



ROMSA CONSTRUCTION COMPANY

By: Jerry Romosa  
Jerry Romosa, President

Jerry Romosa  
Secretary

STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

Subscribed and sworn to before me by M.V. Federer, President of Federer Development Co., this 6th day of December, 1977.

Witness my hand and official seal.

OPAL HUMBARGER, Notary Public  
County of Laramie State of Wyoming  
My Commission expires December 12, 1978

Opal Humbarger Miller  
Notary Public

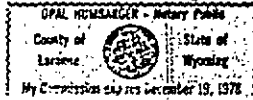
My Commission Expires:  
December 19, 1978



STATE OF WYOMING )  
                          ) SS.  
COUNTY OF LARAMIE )

Subscribed and sworn to before me by Thomas E. Kilty, President of Heritage Developers, this 6th day of December, 1977.

Witness my hand and official seal.



Opal Hummer Miller  
Notary Public

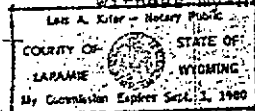
My Commission Expires:

December 19, 1978

STATE OF WYOMING )  
                          ) SS.  
COUNTY OF LARAMIE )

Subscribed and sworn to before me by Jerry Romsa, President of Romsa Construction Company, this 9th day of December, 1977.

Witness my hand and official seal.



Lois A. Krier  
Notary Public

My Commission Expires:

September 1, 1980