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LEGEND

- FOUND POINTS
- △ SET POINTS
- 5/8" REBAR & CAP

ALL ANGLES GIVEN ARE AZIMUTHS FROM TRUE NORTH
 ANY NUMBERS IN () ARE ORIGINAL PLATTED DIMENSIONS
 BASIS OF AZIMUTH-PLAT OF WESTERN HILLS 12TH FILING.



CERTIFICATE OF SURVEYOR

STATE OF WYOMING
 COUNTY OF LARAMIE

I, Donald H. Hopkins, a Professional Engineer and Land Surveyor, registered in the State of Wyoming, hereby certify that this plat was made from notes of a survey made under my direction and completed on the 16th day of October, 1993, and that said survey is accurately represented on this plat as stated in the field.

Donald H. Hopkins
 PLANNING REGISTRAR FOR NR. 558

LAND DESCRIPTION

12th Filing City of Cheyenne, Laramie County, Wyoming, consisting of original Lots 14, 15, and 16, Block 55, and described as follows: Beginning at the northwest corner of Lot 16 Thence Az 59°30'46" a distance of 124.94 feet to the northeast corner of Lot 15 Thence Az 149°39'45" a distance of 95.3 feet Thence Az 149°39'45" a distance of 50.00 feet Thence along a curve to the left of 28.37 feet Thence along a curve to the right of 28.37 feet Thence along a distance of 46.88 feet Thence Az 229°31'32" a distance of 143.45 feet Thence Az 338°52'51" a distance of 11.50 feet Thence Az 338°52'51" a distance of 46.10 feet Thence along a curve to the left, the radius of which is 379.82 feet, and the chord of which bears Az 349°47'35" a distance of 50.88 feet to the point of beginning. Subject to existing easements, rights of way, or other restrictions.

DEDICATION

Know all men by these presents that the undersigned owners in fee simple of the land embraced in this plat hereby declare that the subdivision of the described land is for their free content and knowledge, and in accordance with their desires:

Robert R. Prentice
 ROBERT R. PRENTICE
Karen J. Ames
 KAREN J. AMES
David L. Bilstad
 DAVID L. BILSTAD - PRESIDENT

ACKNOWLEDGEMENT

STATE OF WYOMING
 COUNTY OF LARAMIE

The foregoing dedication was acknowledged before me by the above signed persons who affirm they are the owners of the above described land, and that the execution of said dedication was their own free act and deed and in accordance with their desires.

DATED THIS 6 DAY OF February, 1994.

James C. Fink
 JAMES C. FINK, Notary Public
 My Commission Expires November 1, 1998

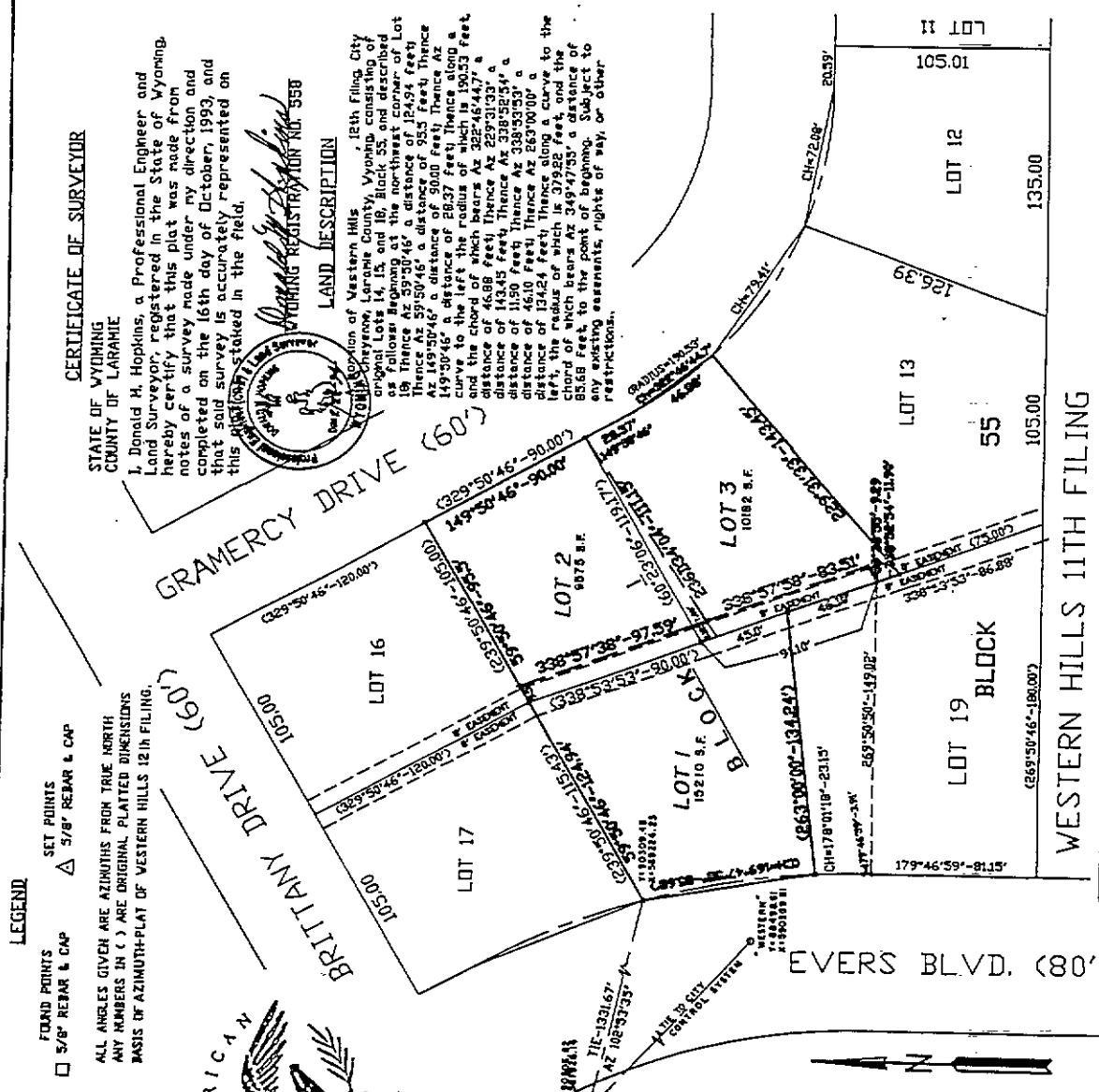
APPROVALS

APPROVED BY THE CHEYENNE-LARAMIE COUNTY PLANNING COMMISSION ON THIS 21 DAY OF March, 1994.

Richard R. Prentice
 RICHARD R. PRENTICE
 DEVELOPMENT DIRECTOR

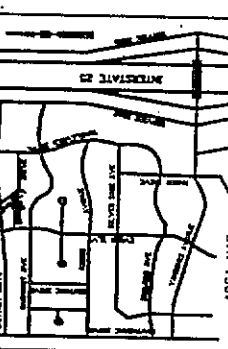
APPROVED BY THE CITY COUNCIL OF CHEYENNE, WYOMING ON THIS 20 DAY OF March, 1994.

Michael S. Dettmer
 MICHAEL S. DETTMER
 CITY CLERK



FILING RECORD
 The Book of Records is in the hands of the Clerk of the County of Laramie, Cheyenne, Wyoming, on the 21st day of March, 1994.

ACKNOWLEDGEMENT
 STATE OF WYOMING
 COUNTY OF LARAMIE
 The foregoing dedication was acknowledged before me by David L. Bilstad, who affirms that he executed said dedication as President of Bilstad Building, Inc., of his free act and deed and in accordance with his desires.
 DATED THIS 23 DAY OF Feb., 1994.
David L. Bilstad
 DAVID L. BILSTAD
 NOTARY PUBLIC - MY COMMISSION EXPIRES 11-12-95



dh hopkins & associates
 3313 birch place
 cheyenne, wyoming
 632-4763

WESTERN HILLS, 12th FILING
 "REFINEMENT A"
 A REPLAT OF LOTS 14, 15, & 16
 BLOCK 55
 WESTERN HILLS, 12th FILING
 CITY OF CHEYENNE
 LARAMIE COUNTY, WYOMING
 SCALE 1" = 40'

COUNTY OF LARAMIE

ss:

RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.

TO THE PUBLIC:

DATE: MARCH 15, 1991 ⁹¹ MAR 27 PM 12 31

DECLARATION OF PROTECTIVE COVENANTS

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

- Lots 30-36, inclusive Block 48
- Lots 9-19, inclusive Block 55
- Lots 15-27, inclusive Block 56
- Lots 1-6, inclusive Block 58
- Lots 1 & 2, Block 59
- Lots 1 & 2, Block 60
- Lots 1 & 2, Block 61
- Lots 1-11, inclusive Block 62
- Lots 1-7, inclusive Block 63



all in Western Hills, Twelfth Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming.

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

1. One 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 permitted to remain 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 structures, 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 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 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 the square footage. No dwelling shall have less than 20% 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.

B) No structure shall be located closer to the front or rear lot line 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 be considered as a part of the building, provided that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Restrictions imposing a preference, limitation or disadvantage based on race, color, religion, sex, handicap, familial status or national origin are hereby deleted to the extent such restrictions violate 42 USC 3601(c).



5. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structures, 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 areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which 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 24 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 (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales periods.

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, and 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 or trash. Garbage and 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 24 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 limitation 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 a 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: G. F. Vandehel, K. G. Vandehel and B. T. Vandehel. 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 to 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 attained full compliance.

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 covenants 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


19. Severability: Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED this 19 day of March, 1991

OWNERS

VANDEHEL LAND COMPANY,
A PARTNERSHIP

BY


Gerald F. Vandehel, Managing Partner



and By David L. Bilstad 3-21-91

Mary Bilstad 3-21-91
Mary Bilstad

and By John Stellern 3-20-91

Sheryl Stellern 3-20-91
Sheryl Stellern

and By Lloyd K. Harris 3-26-91

Donna C. Harris 3-26-91
Donna C. Harris

and By Michael D. Ramsey 3-22-91

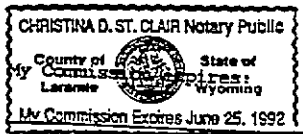
Kathy L. Ramsey 3-22-91
Kathy L. Ramsey

and By Kathryn C. Lind 3-24-91

STATE OF WYOMING)
COUNTY OF LARAMIE) ss

Subscribed and sworn to before me by Gerald F. Vandehel, Managing Partner of Vandehel Land Company, this 19 day of March, 1991.

Witness my hand and official seal.

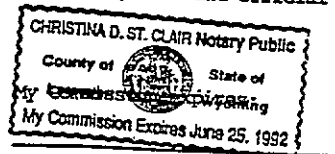


Christina D. St. Clair
Notary Public

STATE OF WYOMING)
COUNTY OF LARAMIE) ss

Subscribed and sworn to before me by Kathryn C. Lind this 24 day of March, 1991.

Witness my hand and official seal.



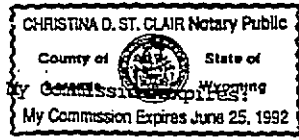
Christina D. St. Clair
Notary Public



STATE OF WYOMING)
COUNTY OF LARAMIE) ss

Subscribed and sworn to before me by David L. and Mary Bilstad this 21
day of March, 1991.

Witness my hand and official seal.

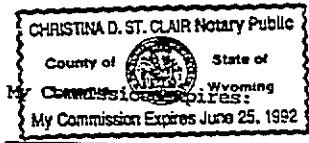


Christina D. St. Clair
Notary Public

STATE OF WYOMING)
COUNTY OF LARAMIE) ss

Subscribed and sworn to before me by John and Sheryl Stellern this 20
day of March, 1991.

Witness my hand and official seal.

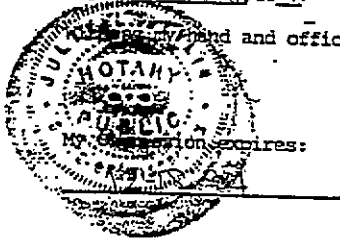


Christina D. St. Clair
Notary Public

STATE OF WYOMING)
COUNTY OF LARAMIE) ss

Subscribed and sworn to before me by Lloyd L. and Donna C. Harris this
day of 17th March, 1991.

Witness my hand and official seal.



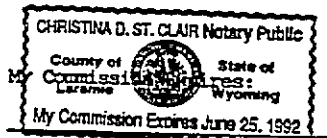
Julie L. Devlin
Notary Public

JULIE L. DEVLIN, NOTARY PUBLIC
Julie L. Devlin
MY COMMISSION EXPIRES 12-18-94

STATE OF WYOMING)
COUNTY OF LARAMIE) ss

Subscribed and sworn to before me by Michael D. Ramsey and Kathy L. Ramsey this
22 day of March, 1991.

Witness my hand and official seal.



Christina D. St. Clair
Notary Public