



First American Title™

These documents are provided by First American Title as a courtesy to you. Should you have any questions regarding these documents, please contact your Realtor or a Real Estate Attorney.

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.

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).

Reception No. 717664
July 8, 1955 at 4:37 p.m.

DECLARATION OF PROTECTIVE COVENANTS
On Western hills, Second Filing, an Addition to
the City of Cheyenne, Laramie County, Wyoming

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, ROBERT CONNAGHAN, RUDOLPH H. EVERS and GERALD B. SAVORY, being the present owners of all the premises in Western Hills, Second Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming, being a part of the S1/2 of Section 13, Township 14 N. Range 67 West of the 6th P. M., do hereby covenant and agree that all of the premises therein contained are held subject to and with the benefit of all the restrictive conditions, covenants, charges and agreements contained in the within declaration of Protective Covenants and they do further hereby covenant and agree that any subsequent grants of any of the said lots now owned by them shall be subject to the covenants and restrictions hereinafter set forth:

1. All lots shall be used for residential purposes only and no structure shall be erected on any lot or building plot other than a one-family dwelling house and a private garage for not more than two cars.
2. No dwelling shall be erected on any lot or building plot until the building plans, specifications, and plot plan showing the location thereof upon the premises shall have been approved, in writing, by a committee of three (3) members to be composed of the undersigned. Said committee shall serve for a period of ten (10) years. In the event of death or resignation of any member, the remaining members shall have the right to appoint other members to said committee. The said committee may designate a representative to act for it.
3. Only one dwelling shall be located on any lot or building plot having a width of 100 feet and area less than 14,000 square feet, provided that lots 1 and 2 in Block 17 shall be regarded as one building plot containing 13,379 square feet.
4. No building shall be located on any residential lot or building plot, nearer than 25 feet to the front lot line nor nearer than 15 feet to the side lines thereof, and a detached garage shall be 60 feet or more from the front lot line.
5. No structure or facility, other than a dwelling constructed in keeping with the covenants herein, shall be used as a residence either temporarily or permanently.
6. No dwelling shall be constructed which shall contain a habitable floor area on the ground floor, exclusive of basements, porches and garages, of less than 1000 square feet. All dwellings and garages shall be of brick or stone or brick or stone veneer construction.
7. No business, trade or profession shall be carried on upon any lot nor shall any noxious, illegal or offensive activity be carried on upon

M E R I C A



Book 571, Page 455, CONTINUED:

8. No animals or poultry of any kind other than house pets shall be kept on or maintained on any part of said premises.
9. ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, wither to restrain violation or to recover damages.
10. SEVERABILITY. Invalidation of any one 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.

The foregoing covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date of these covenants are recorded and said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots covered thereby it is agreed to change said covenants in whole or in part.

Dated this 22 day of Jan., 1955.

Robert Connaghan

Rudolph H. Evers

Gerald B. Savory

STATE OF WYOMING)
)SS.
COUNTY OF LARAMIE)

On this 22nd day of Jan., 1955 before me personally appeared Robert Connaghan, Rudolph H. Evers and Gerald B. Savory, 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 for the uses and purposes set forth therein.

Given under my hand and notarial seal this 22nd day of Jan., 1955.

My Commission Expires: Feb. 14, 1958

P. A. Cole
Notary Public

NOTARIAL SEAL AFFIXED.

Number

Book 769
Page 13-15

any
status,
by
hereby deleted to the extent such
restrictions violate 42 USC 3604(c).

Robert Connaghan, et al	*	ADDENDUM TO DECLARATION OF
	*	PROTECTIVE COVENANTS
in re	*	
	*	Dated September 7, 1963
Western Hills, Second Filing,	*	
an Addition to the City of	*	Recorded September 11, 1963
Cheyenne, Laramie County,	*	at 3:12 P.M.
Wyoming.	*	

WHEREAS, Robert Connaghan, Rudolph H. Evers, and Gerald B. Savory, being the owners in fee of Western Hills, Second Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming, executed and recorded a Declaration of Protective Covenants dated January 22, 1955 and recorded July 8, 1955 in Book 571 at pages 455 and 456; and,

WHEREAS, it is now desired to amend said Declaration of Protective Covenants;

NOW, THEREFORE, Robert Connaghan, Rudolph H. Evers and Gerald B. Savory, being the then owners in fee and the present Committee of three members, and also the undersigned being a majority of the now owners of the Lots of said Western Hills, Second Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming, do hereby amend a certain part and paragraph as follows, to-wit:

Paragraph 6. is hereby corrected and amended to read as follows:

6. No dwelling shall be constructed which shall contain a habitable floor area on the ground floor, exclusive of gasements, porches and garages, of less than 1000 square feet. All dwellings and garages shall be of brick or stone or brick or stone veneer construction, provided that all dormers, gables and gable ends, windows, doors and bay windows and trim may be constructed of any satisfactory material and especially approved drop and lap siding, shakes of any material, stucco and other commonly used materials.

Said Declaration of Protective Covenants shall remain in full force and effect except only as amended herein.

This Addendum executed and dated this 7th day of September, 1963.

Signed: Robert Connaghan
Rudolph H. Evers
Gerald B. Savory
Milton T. Bittinger
Darleen E. Bittinger
Jack Teague
Harvey S. Thomas
Marjorie G. Thomas
Rodney L. Hanson
Eleanor A. Hanson
Walter E. Littrell
Evelyn M. Littrell
Lenore Medow
Arthur Medow
Rudolph H. Evers
Betty G. Evers
Gerald B. Savory
Fred Schmidt
Beverly Schmidt
Robert P. Bircher
Mildred E. Bircher

Signed: Thomas H. Baker
Betty A. Baker
Harvey T. Melstad
Mrs. Wilma Melstad
Donavon H. Kurz
Shirley L. Kurz
Lynn J. Pearmain
Dianthia Pearmain
Clifford D. Rhoades
Dorothy K. Rhoades
Francis J. Thornton
Andrew Rodzinak
Lola Rodzinak
H. F. Cowdrey
Mrs. H. F. Cowdrey
Robert C. Ochs
Joan R. Ochs

Number
Continued

Book 769
Page 13-15

Signed: Lee J. Jimenez
Rosemarie Jimenez
Abraham L. Greenberg
Norma J. Greenberg
Tice C. Moyers
Mary A. Moyers
Orvind Wilkins
Louis Hidalgo
Jerry Haag
Elizabeth Haag

Gerald F. Knight
Myrtle B. Knight
David L. Rose
Norma J. Rose
Walter S. Stachon
Rose Stachon
Norma J. Wilkins
Elvira Hidalgo
Sherry A. Haag

(CORPORATE SEAL)

Signed: Federal Construction Company
By: M. V. Federer, President
Margie J. Federer, Secretary

Acknowledged September 7, 1963 by the above signed before
Arthur L. Bettis, a Notary Public in Laramie County, Wyoming.
(NOTARIAL SEAL) Commission expires June 24, 1967.

Acknowledged September 7, 1963 by M. V. Federer, President
of Federer Construction Company, on behalf of said corporation,
by authority of its Board of Directors and to be the free act
and deed of said corporation, before Arthur L. Bettis a Notary
Public in Laramie County, Wyoming. (NOTARIAL SEAL)
Commission expires June 24, 1967.
Reception No. 17879.

* * * * *

* * * * *

* * * * *