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House Plan



NOTE:  
All curved lot lines are long cord distances.

### ENGINEER'S CERTIFICATE

The State of Wyoming  
County of Laramie  
I, T.H. Baldwin, of Cheyenne, Wyoming, hereby certify that this map of WESTERN HILLS, THIRD FILING, was made from notes taken during an actual survey, made under my direction in May, June and July, 1956; that it shows accurately the location of all lots, blocks, streets and alleys as marked on the ground by iron pipe set of all block and city corners and iron spikes set of all other lot corners; and I further certify that the land embraced in this subdivision is all that part of S½ Section 13, T. 14 N., R. 67 W., 6th P.M., Laramie County, Wyoming, containing 54.82 acres, described as follows: Beginning at the W¼ corner of said Section 13; thence N 89° 59.5' E, along the east-west center line of said Section 13, a distance of 1029.71 feet to a point; thence S 47° 34' E, a distance of 604.59 feet to a point; thence S 29° 51' E, a distance of 1186.44 feet to a point on the north boundary of Western Hills; thence S 48° 35.5' W, along said boundary, a distance of 40.83 feet to a vein; thence S 69° 57' W, continuing along said boundary, a distance of 1992.72 feet to a point on the west line of said Section 13; thence N 0° 4.5' E, along the west line of said Section 13, a distance of 1510 feet to the point of beginning.

*T.H. Baldwin*  
Engr. Wyo. Reg. # 8

### DEDICATION

Know all men by these presents, that Gerald B. Savory, Robert Connaghan and Rudolph H. Evers, owners in fee simple of the land embraced in this plat and description of WESTERN HILLS, THIRD FILING, do hereby declare the subdivision of said land, as appears on this plat, to be their free act and deed and in accordance with their desires, and do hereby dedicate to the use of the public forever, all of the streets and alleys shown hereon.

Witness *Janet M. Amate*  
Witness *Janet M. Amate*  
Witness *Janet M. Amate*

*Gerald B. Savory*  
*Robert Connaghan*  
*Rudolph H. Evers*

### ACKNOWLEDGEMENT

The State of Wyoming  
County of Laramie  
On this 23rd day of July, A.D. 1956, personally appeared Gerald B. Savory, Robert Connaghan and Rudolph H. Evers, to me known to be the persons described in and who executed the within and foregoing dedication and acknowledged said instrument to be their free act and deed and for the purpose therein mentioned.

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 March 2, 1959

*Janet M. Amate*  
Notary Public  
Residing at Cheyenne, Wyoming

### APPROVAL

Approved by the City Commission of the City of Cheyenne this 30th day of July, A.D. 1956.

Attest *Don D. Connell*  
City Clerk

*W. J. Christensen*  
Mayor

Approved by the Board of County Commissioners of Laramie County, Wyoming, this 7th day of July, A.D. 1956.

Attest *John R. Papp*  
County Clerk

*Ray Crowl*  
Chairman

WESTERN HILLS, THIRD FILING  
A SUBDIVISION OF PART OF THE  
SOUTH HALF OF SECTION 13,  
T. 14 N., R. 67 W., 6th P. M.  
LARAMIE COUNTY, WYOMING

SCALE 1"=100' JULY 1956

LJW

Number 76

Robert Connaghan, Rudolph  
H. Evers, and Gerald B.  
Savory

\* DECLARATION OF PROTECTIVE  
\* COVENANTS

\* Dated August 14, 1956

to

\* Recorded August 15, 1956  
\* at 9:56 A.M.

601-244/45 The Public

Recites:

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, Third Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming, being a part of the S $\frac{1}{2}$  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 herein-after set forth:

1. All lots shall be used for residential purposes only and no structure shall be erected on any 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. One lot, as the same is laid down on the plat hereof, shall constitute one building plot and only one dwelling shall be placed thereon, provided that should any lot contain an area of more than 25,000 square feet such lot may be subdivided to form all or a part of an additional building plot but each building plot resulting from said sub-division shall contain an area of not less than 12,000 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, stone, concrete blocks or cinder block construction, or combinations

Number 76  
Continued  
601-244/45

thereof, or of veneer construction with said materials, provided, that should a dwelling of more than one story be constructed any satisfactory material may be substituted and utilized in the construction of the upper story of said dwelling.

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 any lot which may become an annoyance or nuisance to the neighborhood.

8. No animals or poultry or any kind other than house pets shall be kept on or maintained on any part of said premises.

9. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either 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 twenty-five (25) years from the date 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 14 day of August, 1956.

Signed: Robert Connaghan  
Rudolph H. Evers  
Gerald B. Savory

Acknowledged August 14, 1956, by Robert Connaghan,  
Rudolph H. Evers and Gerald B. Savory, before P. A. Cole,  
a Notary Public in Laramie County, Wyoming. (Notarial Seal)  
Commission expires February 14, 1958.

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\* \* \* \* \*

Number

John F. Lynch, et al

to

647-443/51 The Public

\* AMENDED DECLARATION OF  
\* PROTECTIVE COVENANTS  
\* WESTERN HILLS, THIRD FILING

\* Dated March 26, 1959

\* Recorded April 13, 1959  
\* at 3:25 P.M.

Recites:

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are the owners of the lots in Western Hills, Third Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming, being a part of the South Half of Section 13 in Township 14 North of Range 67 West of the Sixth Principal Meridian, and they hereby change the Declaration of Protective Covenants dated August 14, 1956 and recorded with the County Clerk of Laramie County, August 15, 1956 in Book 601 at Page 244, to read as follows:

KNOW ALL MEN BY THESE PRESENTS, That the undersigned being the present owners of the lots in Western Hills, Third Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming, being a part of the South Half of Section 13 in Township 14 North of Range 67 West of the Sixth Principal Meridian, 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, changes and agreements contained in the within Amended Declaration of Protective Covenants and they do hereby further covenant and agree that any subsequent grants of any of the 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 majority vote of not less than two (2) of a committee of three (3) members to be composed of Gerald B. Savory and J. F. Powers and A. K. Morley, Jr. Said committee shall serve for a period of ten (10) years. In the event of death or resignation of any member, the remaining member or members shall have the right to appoint other members to said committee. The said committee may designate a representative to act for it.
3. Any lot may be subdivided to form all or a part of a building plot, but each building plot resulting from said subdivision shall contain an area of not less than 10,400 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 10 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, exclusive of basements, porches and garages, of less than 1200 square feet. All dwellings and garages shall be of brick, stone, concrete blocks or cinder block construction, or combinations thereof, or of veneer construction with said materials, provided, that should a dwelling of more than one story be constructed any satisfactory material may be substituted and utilized in the construction of the upper story of said dwelling.
7. No business, trade or profession shall be carried on nor shall any noxious, illegal or offensive activity be carried on which may become an annoyance or nuisance to the neighborhood.

Number  
Continued

647-443/51

Acknowledged March 26, 1959, by John F. Lynch, Robert Connaghan Josephine S. Lynch, Gerald B. Savory, S. D. McCafferty, Charlotte J. McCafferty, Clark A. Smith, Nicholas Dudash, Rudolph H. Evers and Betty G. Evers, before George W. Hopper, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires June 25, 1961.

Acknowledged March 27, 1959, by J. F. Powers, President of Western Hills Co., on behalf of said corporation by authority of its board of directors, before George W. Hopper, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires June 25, 1961.

Acknowledged March 27, 1959, by William Watchorn, Robert L. Buenger, Helen Dudash, Glenna Buenger, D. L. Mecklenbury, Lenore Medow, Arthur Medow, Mary K. Swim, Mrs. Elizabeth Phelan, R. J. Swim, D. C., Walter B. Phelan, Sam B. Morgan, Pauline Morgan, Peteris Birzgalis and Anna Birzgalis, before George W. Hopper, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires June 25, 1961.

Acknowledged March 28, 1959, by Ruth C. O'Connell and Robert C. O'Connell, before George W. Hopper, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires June 25, 1961.

Acknowledged April 6, 1959, by Clarence J. Evers and Vivian P. Evers, before Frances Mumm, a Notary Public in Crowley County, Colorado. (Notarial Seal) Commission expires December 14, 1959.

Acknowledged April 10, 1959, by Burt T. Sheldon, before George W. Hopper, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires June 25, 1961.

Acknowledged April 2, 1959, by Max Iacis and Edith Iacis, Gloria G. Farris and Randle H. Farris, Robert A. Peterson and Mamie E. Peterson by Robert Peterson, and John R. Faass, before Pauline E. Connelly, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires April 7, 1962.

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