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Western Hills Co., a
Wyoming Corporation

DECLARATION OF PROTECTIVE
COVENANTS

in re

Dated March 21, 1961

Western Hills, Fifth
Filing

Recorded March 28, 1961 at
4:05 P.M.

(PLAT _____ OFFICE OF COUNTY CLERK, LARAMIE COUNTY, WYOMING)
KNOW ALL MEN BY THESE PRESENTS: The undersigned being the pre-
send owners of the lots in Western Hills, Fifth Filing, an Addi-
tion to the City of Cheyenne, Laramie County, Wyoming, being a
part of the South Half of Section Thirteen in Township 14 North,
Range 67 West of the Principal Meridian, do hereby covenant and
agree that all of the premises herein contained are held subject
to and with the benefit of all the restrictive conditions, cove-
nants, changes and agreements contained in the within 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 herein-
after 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. All Buildings placed on any lot shall
be constructed thereon new and no old buildings or structures
or parts of old buildings or structures shall be placed on any
lot or made a part of any building or structure on any lot.

2. No dwelling shall be erected on any lot or building
plot until the quality of workmanship and materials, building
plans, specifications, and plot plan showing the location there-
of 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 Harold R. Moreland 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. No building shall be located on any residential lot or
building plot nearer than 25 feet to the front lot line, nor
nearer than 5 feet to the sidelines thereof, nor nearer than 20
feet to the rear lot line except that this last restriction shall
not apply to garages. In event a building shall be turned on a
corner lot to face the side street, the set back line at the
front of the lot shall be 5 feet greater than the set back of
the adjoining building and the set back line on the side street
shall be 25 feet. Front yard fences shall not be located nearer
than buildings to the front lot line and on corner lots not
nearer the side street than 25 feet. There is hereby reserved
along the rear 8 feet of each lot an easement for utility lines
and drainage, and there hereby is reserved along the 5 feet at

(Continued Next Page)

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).

each side of each lot an easement for utility lines and drainage provided that the owners may use the surface of the lots subject to the foregoing easements for any purposes (including for fences, sidewalks and driveways, but not for buildings) which do not interfere with the stated use of the easements.

4. 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.

5. No dwelling shall be constructed which shall contain a habitable floor area (exclusive of basement, porches and garages) of less than 1,000 square feet, except that this minimum requirement shall be not less than 1200 square feet for Lot 1 in Block 28 and Lots 1 and 22 in Block 29. At least thirty per cent (30%) of the outer wall surfaces (exclusive of gables and windows of all one story dwellings and garages and of the ground floor of all multiple story dwellings, and all of the lower level of such outer wall surfaces of tri-level homes, shall be constructed of brick, stone, concrete blocks or cinder block construction or combinations thereof, or of veneer construction thereof.

6. 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.

7. No animals or poultry of any kind shall be bred or raised or kept or maintained, except that ordinary house pets may be kept.

8. Mining and mineral prospecting and discovery and development of all kinds is forbidden.

9. 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. Invalidity 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.

11. 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 twenty-five years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten 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 part.

Dated this 21st day of March, 1961.

Corporate Seal

Signed: WESTERN HILLS CO.,
a Wyoming corporation,
By: J.F. Powers, President
Attest: A.K. Morley, Jr., Secretary

Acknowledged March 21, 1961 by the above signed president of Western Hills Co., a Wyoming corporation, to be the free act and deed of said corporation, before Edward Byron Hirst, Notary Public, Laramie County, Wyoming. (Notarial Seal)
Commission expires August 16, 1961.

Reception No. 936314.

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Western Hills Co., a
Wyoming Corporation, et al

FIRST AMENDMENT OF DECLARATION
OF PROTECTIVE COVENANTS

in re

Dated June 22, 1961

Western Hills, Fifth
Filing.

Recorded June 23, 1961 at
4:23 P.M.

(PLAT _____. OFFICE OF COUNTY CLERK, LARAMIE COUNTY, WYOMING)
KNOW ALL MEN BY THESE PRESENTS: The undersigned being the present
owners of the lots in Western Hills, Fifth Filing, an Addition to
the City of Cheyenne, Laramie County, Wyoming, being a part of the
South Half of Section Thirteen in Township 14 North, Range 67 West
of the 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, change
and agreements contained in the Declaration of Protective Covenants
heretofore recorded in Book 697 at Page 211 except that Paragraph
5 hereby is amended as stated hereinafter, and they do hereby further
covenant and agree that any subsequent grants of any of the
lots owned by them shall be subject to the covenants and restrictions
hereinbefore set forth and the amended Paragraph 5 as follows:

5. No dwelling shall be constructed which shall contain a
habitable floor area (exclusive of basement, porches and garages)
of less than 1,000 square feet. At least thirty per cent (30%) of
the total area of the outer wall surfaces (exclusive of foundations
and gables and window and door openings) of all dwellings and
garages shall be constructed of brick, stone, concrete blocks or
cinder blocks or combinations thereof or of veneer thereof.

Dated this 22nd day of June, 1961.

Corporate Seal

Signed: WESTERN HILLS CO.,
A Wyoming Corporation
By: J.F. Powers, President
Attest: Byron Hirst, Assistant
Secretary
Signed: Harry Poulos
Mary G. Poulos

Acknowledged June 21, 1961 by the above signed President of
Western Hills Co., a Wyoming corporation, to be the free act and
deed of said corporation, before Sharron K. Deines, Notary Public,
Laramie County, Wyoming. (Notarial Seal)
Commission expires March 28, 1965.

Acknowledged June 23, 1961, by Harry Poulos and Mary G.
Poulos, before Florence G. Peterson, Notary Public, Laramie
County, Wyoming. (Notarial Seal) Commission expires June 18, 1963.

Reception No. 946206.

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Western Hills Co., a
Wyoming Corporation,
et al

SECOND AMENDMENT OF DECLARATION
OF PROTECTIVE COVENANTS

in re

Dated August 9, 1961

Western Hills, Fifth Filing

Recorded Aug. 16, 1961 at
11:15 A.M.

WESTERN HILLS, FIFTH FILING

Lots 8 and 9, Block 30 and Lots 14 and 18, Block 31

KNOW ALL MEN BY THESE PRESENTS: The undersigned being the present owners of all of the lots in Western Hills, Fifth Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming, being a part of the South Half of Section Thirteen in Township 14 North, Range 67 West of the 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 Declaration of Protective Covenants heretofore recorded in Book 697 at Page 211 and the First Amendment of Declaration of Protective Covenants in Western Hills, Fifth Filing, heretofore recorded in Book 706 at Page 321, except that Paragraph 5 hereby is amended as stated hereinafter insofar as it applies to Lots 8 and 9, Block 30 and Lots 14 and 18, Block 31, and they do hereby further covenant and agree that any subsequent grants of said lots shall be subject to the covenants and restrictions hereinbefore set forth and the amended Paragraph 5 as follows:

5. No dwelling shall be constructed which shall contain a habitable floor area (exclusive of basement, porches and garages) of less than 1,000 square feet. At least twenty per cent (20%) of the total area of the outer wall surfaces (exclusive of foundations and gables and window and door openings) of all dwellings and garages shall be constructed of brick, stone, concrete blocks or cinder blocks or combinations thereof of veneer thereof.

Dated this 9th day of August, 1961.

Corporate Seal

Signed: WESTERN HILLS CO.,
a Wyoming Corporation
By: J. F. Powers, President
Attest: Byron Hirst, Assistant
Secretary

Signed: Harry Poulos
Mary G. Poulos
Clayton Casner
Carol J. Casner
Rudolph Restivo
Marsha Restivo

Acknowledged August 9, 1961 by the above signed President of Western Hills Co., to be the free act and deed of said corporation, before Edward Byron Hirst, Notary Public, Laramie County, Wyoming. (Notarial Seal) Commission expires August 16, 1961.

Acknowledged August 9, 1961 by Harry Poulos and Mary G. Poulos, before Eugene R. Wright, Notary Public, Laramie County, Wyoming. (Notarial Seal) Commission expires July 10, 1965.

Acknowledged August 15, 1961 by Rudolph Restivo, Marsha Restivo, Clayton Casner, and Carol J. Casner, before Wm. R. Lear Notary Public, Laramie County, Wyoming. (Commission expires October 13, 1964. Reception No. 95184)