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Western Hills Co.,
a Wyoming Corporation

DECLARATION OF PROTECTIVE
COVENANTS

in re

Dated June 12, 1962

Western Hills, Sixth
Filing.

Recorded Jun. 12, 1962 at
11:50 A.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, Sixth Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming, being a part of the West Half of Section Thirteen in Township 14 North, Range 67 West of the Sixth Principal Meridian, do hereby covenant and agree that all of the permises herein contained are subject to and with the benefit of all the restrictive conditions, covenants, 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 thereof upon the premises shall have been approved, in writing, by a majority vote or 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 year 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 each side of each lot an

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Restrictions pertaining to protective covenants of this declaration shall apply to all lots in this subdivision.

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, but including the lower level of any tri-level home which may be built on the lots in this filing provided such lower level, or the portion thereof included in the 1000 square feet requirement, actually is a habitable living area) of less than 1000 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.

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 12th day of June, 1962.

(Corporate Seal)

Signed: WESTERN HILLS CO.,
a Wyoming corporation
By: J. F. Powers, President
Attest: L. W. Powers, Secretary

Acknowledged June 12, 1962 by J. F. Powers, President of Western Hills Co., on behalf of said corporation by authority of its Board of Directors and to be the free act and deed of said corporation, before Tom Tsuda, Notary Public, Laramie County, Wyoming. (Notarial Seal)
Commission expires Sept. 5, 1962.

Reception No. 981186.

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