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BOOK 879

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DECLARATION OF PROTECTIVE COVENANTS

WESTERN HILLS, SEVENTH FILING

(PLAT 234, 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, Seventh 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 premises 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 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. 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 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 C. B. Coolidge. 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 which shall be not nearer than 3 feet to the rear lot line. 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 25 feet.

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Fourth & Boyd Building
Cheyenne, WYOMING



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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, i.e. walls and ceiling finished, floor tiled or otherwise covered, and compliance made with usual lighting and ventilation requirements for such areas set forth in standards prescribed by good building codes) 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; provided that all dwellings and garages constructed on lots adjacent to Evers Boulevard shall be of brick, stone, concrete blocks or cinder blocks or combinations thereof or of veneer thereof, except that such dwellings of more than one story may be constructed using any satisfactory material in the construction of the upper story or stories of said building.

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. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or 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.

11. 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 the City of Cheyenne water and health agencies. Approval of such system as installed shall be obtained from such authority.

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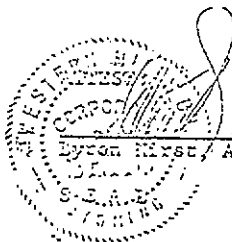
12. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the City of Cheyenne water and health agencies. Approval of such system as installed shall be obtained from such authority.

13. 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.

14. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

15. 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 13th day of July, 1965.



WESTERN HILLS CO.,
a Wyoming corporation

By James J. Powers
J. F. Powers, President

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

On this 13th day of July, 1965, before me appeared J. F. Powers, to me personally known, who being by me duly sworn, did say that he is the President of Western Hills Co., a Wyoming corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said J. F. Powers acknowledged said instrument to be the free act and deed of said corporation.

My commission expires 5/1/69.



Carol L. Schilling
Carol L. Schilling, Notary Public