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BOOK 501

DECLARATION OF PROTECTIVE COVENANTS
On Western Hills, Third 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, 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 87 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 restric-
tive 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 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 sub-divided 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 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 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 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.

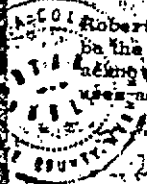
Robert Connaghan
Robert Connaghan

Rudolph H. Evers
Rudolph H. Evers

Gerald B. Savory
Gerald B. Savory

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

On this 14 day of August, 1956, 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 14 day of August, 1956.

My Commission expires Feb. 14, 1958

My commission expires:

[Signature]
Notary Public

Western Hills, Third Filing.

Dated March 26th, 1959

Recorded Apr. 13, 1959 at 3:25 P.M.



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 two (2) 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.

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

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. Invalidatio~~n~~ 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 years from the date these covenants are recorded and said covenants shall be automatically suspended for successive periods of ten (10) years, provided that the owners of a majority of the lots in Western Hills, Third Filing, may change these covenants in whole or in part at any time.

Dated this 26th day of March, 1959.

Signed: John F. Lynch
Robert Connaghan
Josephine S. Lynch
Gerald B. Savory
Clark A. Smith
S. D. McCafferty
Charlotte J. McCafferty
Nicholas Dudash
Rudolph H. Evers
Betty G. Evers
William Watchorn
Mrs. Wm Watchorn
Robert L. Buenger
Helen Dudash
Glenna Buenger
D. L. Mecklenbury



Corporate Seal

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

Signed: Lenore Medow
Arthur Medow
Mary K. Swim
Mrs. Elizabeth Phelan
R. J. Swim
Walter B. Phelan
Sam B. Morgan
Pauline Morgan
Peteris Birzgalis
Anne Birzgalis
Ruth C. O'Connell
Robert C. O'Connell
Mac Lacis
Edith Lacis
Gloria G. Farris
Randle H. Farris
Robert Peterson
Mamie E. Peterson
Mamie E. Peterson by Robert A. Peterson

Signed: John R. Faas
Burt T. Sheldon
Clarence J. Evers
Vivian P. Evers

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, Notary Public, 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, to be the free act and deed of said corporation, before George W. Hopper, Notary Public, 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. Swin, 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, Notary Public, 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, Notary Public, 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, Notary Public, Crowley County, Colorado. (Notarial Seal)
Commission expires December 14, 1959.

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

Acknowledged April 2, 1959 by Max Lacis and Edith Lacis, 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, Notary Public, Laramie County, Wyoming. (Notarial Seal) Commission expires April 7, 1962.

Reception No: 852800.

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