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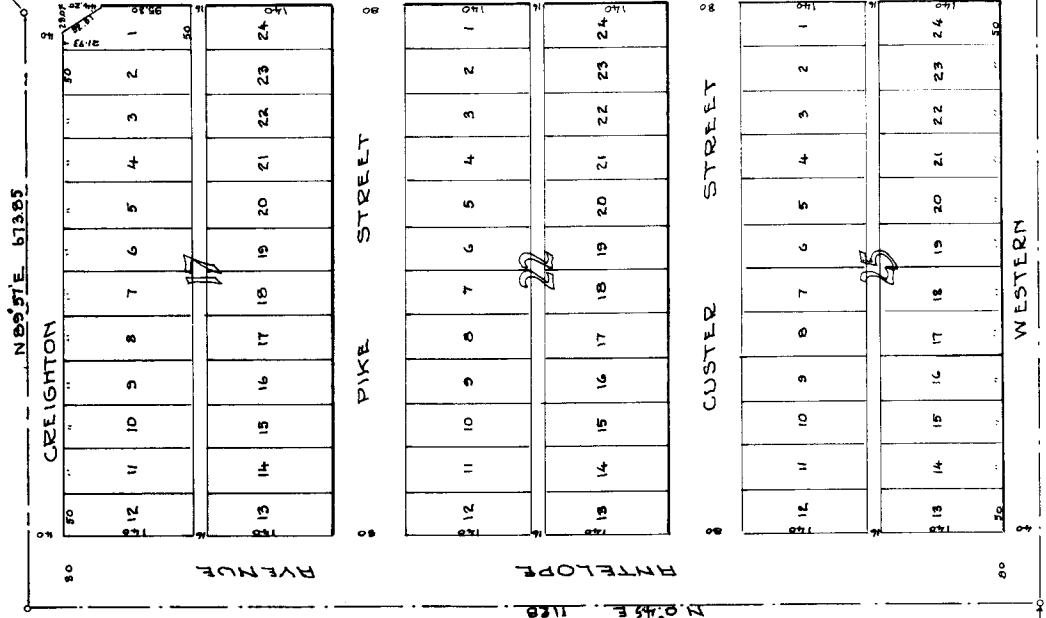
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ENGINEER'S CERTIFICATE

The State of Wyoming, County of Laramie, ss I, Walter H. Adams, Engineer No. 19, do hereby certify that this map of WESTERN HILLS was made from notes taken during an actual survey made under my direction on and after the 1st day of July, 1954, and that it shows accurately the location of all lots as marked on the ground by iron pipe set at all block corners and by a top spike set at all other corners and further certify that the land embraced in this subdivision is all that part of the 5th Section 13, T. 14 N., R. 27 W., of Laramie County, Wyoming, described as follows: Beginning at a point on the south line of said Section 13, 141.40 feet east of the corner of the intersection of the north line of Yellowstone Highway (proposed) and the north line of said Section 13, a distance of 113.95 feet to the center of a curve to the right whose radius is 11,503.9 feet and whose long chord bears S 57° 27' W a distance of 1,082.4 feet to the point of tangency; thence S 71° 27' N along said curve a distance of 141.40 feet to a point; thence S 89° 57' N a distance of 40 feet to a point on the south line of said Section 13, thence S 89° 57' N along the boundary of said Section 13 a distance of 187.92 feet to the point of beginning; all in the 5th Section 13, T. 14 N., R. 27 W., and containing 2044 acres, more or less.

Walter H. Adams
Engineer No. 19



DEDICATION

Know all men by these presents, that Gerold B. Savory, Robert Connaghan and Rudolph H. Evers, owners in fee simple of the land embraced in this map and description of Western Hills, do hereby declare the subdivision of the within described land as appears on this map to be their free act and deed and in accordance with their desires and do hereby dedicate to the use of the public, for all or the streets shown hereon.

Witness my hand and seal this 15th day of July, 1954.

Gerold B. Savory
Robert Connaghan
Rudolph H. Evers

ACKNOWLEDGEMENT

The State of Wyoming, County of Laramie, ss I, Gerold B. Savory, Robert Connaghan and Rudolph H. Evers, being personally appeared, Gerold 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 this 15th day of July, 1954.

My commission expires Feb. 10, 1957

Notary Public
Residing at Yellowstone



APPROVAL

Approved by the City Commission of the City of Cheyenne, Wyoming, this 15th day of July, 1954.

Walter H. Adams
City Clerk

Approved by the Board of County Commissioners of Laramie County, Wyoming, this 15th day of July, 1954.

Walter H. Adams
County Clerk

679855

The State of Wyoming, ss
County of Laramie
I, Walter H. Adams, County Clerk, do hereby certify that the within and foregoing map was filed for record in my office on the 15th day of July, 1954, and that it is a true and correct copy of the original as filed.

Walter H. Adams
County Clerk & Recorder

WESTERN HILLS
A SUBDIVISION OF PART OF
SECTION 13, T. 14 N., R. 27 W., 6th PM.
LARAMIE COUNTY, WYOMING
July 1954
Scale 1"=100'

N 0° 57' E 859.24'
HILLS BLVD
S 89° 57' W 1053.92'



DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Robert Connaghan, Rudolph H. Evers and Gerald B. Savory, being the present owners of Blocks numbered 17, 22 and 25 of WESTERN HILLS, an Addition to the City of Cheyenne, Laramie County, Wyoming, being a part of the S1/2 of Section 13, Township 14 N. Range 67 West of the 6th P. M., do hereby covenant and agree that all of said lots in said Blocks numbered 17, 22, and 25, of said Addition, and the lots therein contained are held subject to and with the benefit of all the restrictions, 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 covenants and restrictions hereinafter set forth.

Restrictions including a preference, intention of construction based on each lot, which are final and shall be subject to the restrictions herein stated to be effect with hereby defined to be effect 42 USC

1. All lots shall be used for residential purposes only and no structure shall be erected on any lot or building plot other than one family dwelling house and a private garage.
2. No dwelling shall be erected on any lot until the building plans, specifications and a 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 the death or resignation of any member, the remaining members shall have the right to appoint other members to the said committee. The said committee may designate a representative to act for it.
3. No dwelling shall be placed upon any lot or building plot having a width of less than fifty (50) feet and an area of less than seven thousand (7000) square feet; provided that Lot 1, Block 17, shall be regarded as one building plot.
4. No building shall be located on any residential building plot nearer than twenty-five (25) feet to the front lot line or nearer than twelve (12) feet to any side street line. No building shall be located nearer than eight (8) feet to an interior lot line, except a detached garage located sixty (60) feet or more from the front lot line.
5. 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 one thousand (1000) square feet. All dwellings and garages shall be of brick or stone construction.
6. 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.



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 be or may become an annoyance or nuisance to the neighborhood.
8. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said premises.

The foregoing 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 (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 majority of the then owners of the lots covered thereby it is agreed to change said covenants in whole or in part.

Dated this 10th day of August, 1954.

Robert Connaghan (s)

Rudolph H. Evers (s)

Gerald B. Savory (s)

STATE OF WYOMING)
)SS.
COUNTY OF LARAMIE)

On this 10th day of August, 1954, 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 10th day of August, 1954.

My commission expires: Feb. 14, 1956

P. A. Cole (s)
Notary Public

NOTARIAL SEAL AFFIXED.



STATE OF WYOMING)
)SS.
COUNTY OF LARAMIE)

On this 5th day of February, 1955, before me personally appeared Robert Connaghan and Mary R. Connaghan, husband and wife, Rudolph H. Evers and Betty G. Evers, husband and wife, Gerald B. Savory and Nora F. Savory, husband and wife, Edward F. Boyle and Florence M. Boyle, husband and wife, Evelyn Boyle, a single woman, Elizabeth M. Merrick, a widow, and Raymond b. Normoyle and Jessie R. Normoyle, husband and wife, 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 and for the uses and purposes set forth therein.

Given under my hand and notarial seal this 5th day of February, 1955.

My Commission Expires: February 14, 1958

P. A. Cole (s)
Notary Public

NOTARIAL SEAL AFFIXED



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Restrictions indicating a preference, limitation or reservation based on race, color, religion, sex, marital status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

Recorded February 7, 1955
Reception No. 700208

SUBSTITUTED DECLARATION OF PROTECTIVE COVENANTS

Blocks 17, 22 and 25, in Western Hills Addition to the City of
Cheyenne, Laramie County, Wyoming

WHEREAS, on the 11th day of August, 1954, ROBERT CONNAGHAN, RUDOLPH H. EVERS, and GERALD B. SAVORY, were the owners of Blocks Seventeen (17), Twenty-two (22), and Twenty-five (25), of Western Hills Addition to the City of Cheyenne, Laramie County, Wyoming, and caused to be filed certain restrictive covenants covering the said blocks in said Addition, and

WHEREAS, it is desired to withdraw, cancel and rescind said protective covenants and file Substituted Declaration of Protective Covenants in their stead, and

WHEREAS, all of the undersigned have been and now are the sole owners of all of the lots in the blocks aforesaid;

NOW, THEREFORE, we, the undersigned Robert Connaghan and Mary R. Connaghan, husband and wife, Rudolph H. Evers and Betty G. Evers, husband and wife, Gerald B. Savory and Nora F. Savory, husband and wife, Edward F. Boyle and Florence m. Boyle, husband and wife, Evelyn Boyle, a single woman, Elizabeth M. Merrick, a widow, and Raymond B. Normoyle and Jessie R. Normoyle, husband and wife, do hereby withdraw, cancel and rescind said Declaration of Protective Covenants and hereby establish in their place and stead, and declare to be in full force and effect from and after date hereof, the following Substituted Declaration of Protective Covenants:

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 committee of three (3) members to be composed of Robert Connaghan, Rudolph H. Evers, and Gerald B. Savory. 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. Only one dwelling shall be located on any lot or building plot having a width of 100 feet and area less than 14,000 square feet, provided that lots 1 and 2 in Block 17 shall be regarded as one building plot containing 13,379 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 or stone or brick or stone veneer construction.
7. No business, trade or professions 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
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 thirty (30) 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 5th day of February, A.D. 1955.

Robert Connaghan(s)

Mary R. Connaghan(s)

Rudolph H. Evers (s)

Betty G. Evers(s)

Gerald B. Savory(s)

Nora F. Savory(s)

Edward F. Boyle(s)

Florence M. Boyle(s)

Evelyn Boyle(s)

Elizabeth M. Merrick (s)

Raymond B. Normoyle(s)

Jessie R. Normoyle(s)