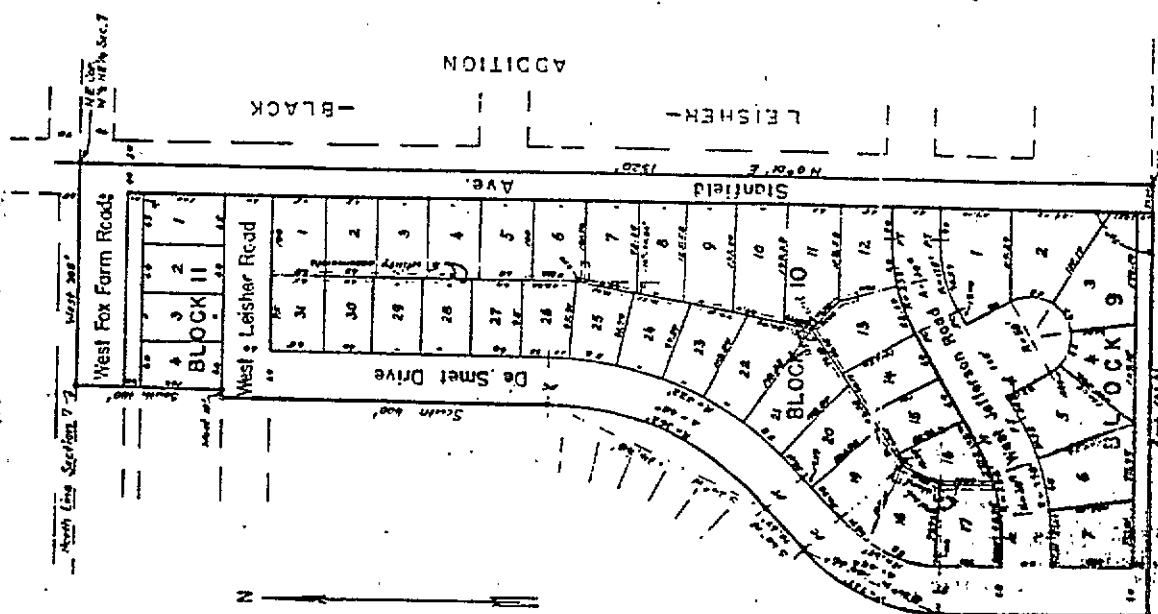




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SURVEYOR'S CERTIFICATE

The State of Wyoming } ss
 County of Laramie }
 I, Malcolm D. Martin, of Cheyenne, Wyoming, hereby certify that the plat of Section 7, Block II, in the 1/4 Section 7, Township 13 N., Range 66 W., Laramie County, Wyoming, was made from a plat of said Section 7, Block II, in the 1/4 Section 7, Township 13 N., Range 66 W., Laramie County, Wyoming, made in October and November, 1958, and that it shows accurately the city, streets, blocks, lots, and other interests therein, as shown on the plat of said Section 7, Block II, in the 1/4 Section 7, Township 13 N., Range 66 W., Laramie County, Wyoming, containing 11.62 acres, and being more particularly described as follows:
 Beginning at the northeast corner of the 1/4 Section 7, Township 13 N., Range 66 W., Laramie County, Wyoming, a distance of 285 feet to a point, thence South a distance of 180 feet to a point; thence West a distance of 400 feet to the right, whose radius is 362 feet and whose long chord bears S 42° 17' 30" W. a distance of 294.48 feet to the point of tangency; thence S 89° 41' 00" W. a distance of 70.07 feet to a point of curve; thence on a curve to the left whose radius is 571.51 feet and whose long chord bears S 24° 10' 15" W. a distance of 184.66 feet to the point of tangency; thence South a distance of 255 feet to a point; thence East a distance of 541.9 feet to a point on the east boundary of the 1/4 Section 7, Township 13 N., Range 66 W., Laramie County, Wyoming, along the west boundary of the 1/4 Section 7, Township 13 N., Range 66 W., Laramie County, Wyoming, a distance of 1320 feet to the point of beginning. The plat named bearing coincides with the west boundary of Leishar - Black Addition, City of Cheyenne.

DEDICATION

I, Malcolm D. Martin, Surveyor, do hereby dedicate to the City of Cheyenne, Wyoming, the land embraced in this plat and description of APP ADDITION, Block II, in the 1/4 Section 7, Township 13 N., Range 66 W., Laramie County, Wyoming, and do hereby dedicate to the City of Cheyenne, Wyoming, the streets and alleys shown hereon.

Witness my hand and seal this 15th day of November, 1958.
 Malcolm D. Martin, Surveyor
 State of Wyoming

Witness my hand and seal this 15th day of November, 1958.
 James R. Beardsley, President
 Pioneer Investment Corporation

ACKNOWLEDGEMENT

I, Malcolm D. Martin, of Cheyenne, Wyoming, do hereby certify that the plat of Section 7, Block II, in the 1/4 Section 7, Township 13 N., Range 66 W., Laramie County, Wyoming, was made from a plat of said Section 7, Block II, in the 1/4 Section 7, Township 13 N., Range 66 W., Laramie County, Wyoming, made in October and November, 1958, and that it shows accurately the city, streets, blocks, lots, and other interests therein, as shown on the plat of said Section 7, Block II, in the 1/4 Section 7, Township 13 N., Range 66 W., Laramie County, Wyoming, containing 11.62 acres, and being more particularly described as follows:
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1958 NOV 15

Witness my hand and seal this 15th day of November, 1958.
 Malcolm D. Martin, Surveyor
 State of Wyoming

Witness my hand and seal this 15th day of November, 1958.
 James R. Beardsley, President
 Pioneer Investment Corporation

APP ADDITION TO THE CITY OF CHEYENNE

FOURTH FILING

Plat of Section 7, Block II, in the 1/4 Section 7, Township 13 N., Range 66 W., Laramie County, Wyoming

Scale 1" = 100'
 November, 1958
 Note: Curved lot lines are chord lengths.

in re

Arp Addition, Fourth Filing.

Dated January 9, 1959

Recorded Jan. 13, 1959 at 3:35 P.M.

The undersigned, PIONEER INVESTMENT CORPORATION, BEING the owner in fee simple of the following described property situate in Laramie County, Wyoming, to wit:

The lots 1, 2, 3, 4, 5, 6 and 6, Block 9 and the Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31 in Block 10 and the Lots 1, 2, 3 and 4 in Block 11 of Arp Addition, Fourth Filing to the City of Cheyenne, Laramie County, Wyoming,

do hereby make this declaration of protective covenants applicable to all of said described property.

1. No plot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any plot, other than one family dwellings not to exceed two stories in height and a private garage for not more than two cars.
2. No building shall be erected, placed or altered on any plot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials with respect to topography and finish grade elevations. All construction shall be new, and no building or buildings may be moved from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any plot nearer to any street than the minimum building setback line. There shall be not front yard fencing.
3. No dwelling shall be permitted on any plot in which the ground floor area of the main structure, exclusive of one story porches and garages, shall be less than 700 square feet for a one-story building, or less than 700 square feet of ground floor space for a two story dwelling.
4. No building shall be located on any plot nearer than 25 feet to the front plot line or nearer than 10 feet to any side street line, and no building shall be located nearer than 5 feet to an interior plot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior plot nearer than 25 feet to the rear plot line. In the event that a house is turned on a corner lot to face the side street, the setback line at the front of the lot shall be 5 feet greater than the setback of the adjoining house, and the setback line on the side street shall be 25 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided however, that this shall not be construed to permit any portion of a building on a plot to encroach, upon another plot.

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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).

5. No dwelling shall be erected or placed on any plot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any plot having an area of less than 6250 square feet.
6. Easements and/or alleys for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
7. No noxious or offensive activity shall be carried on upon any plot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any plot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any house trailer be permitted to remain on any plot.
9. No person shall be allowed to keep, breed or raise chickens, turkeys, horses, cows, cattle, sheep or other domestic farm animals on any plot or erect thereon any building designed to house the same. This restriction shall not be construed to prohibit any person from keeping cats, dogs or other household pets on any plot, providing they are not kept, bred or raised for commercial purposes.
10. The architectural control committee is composed of the following persons: JERRY J. BERGER, JR., JAMES P. FEDERER AND WALTER C. URBIGKIT, JR. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then owners of a majority of the plots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to the committee any of the powers and duties.
11. The Committee's approval or disapproval as required by these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove, within 30 days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
12. 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 thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the plots has been recorded, agreeing to change said covenants in whole or in part.
13. In the event that anyone shall violate any of these covenants, it shall be lawful for any owner of a plot or plots in the area to maintain an action in law or equity against the person or persons so violating the covenants in order to restrain or enjoin the violation thereof.

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

15. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any plot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any plot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any plot.

16. Entire property described is zoned Residential "A".

IN TESTIMONY WHEREOF, the PIONEER INVESTMENT CORPORATION, a Wyoming Corporation, has caused this instrument to be executed by its President and attested by its Secretary and its Corporate Seal to be affixed this 9th day of January A.D., 1959.

(Corporate Seal)

Signed: PIONEER INVESTMENT CORPORATION
By: James P. Federer, President
Attest: Jerry Berger, Jr., Secretary

Acknowledged January 9, 1959 by James P. Federer, President of Pioneer Investment Corporation, in behalf of said corporation by authority of its Board of Directors and to be the free act and deed of said corporation, before Arthur L. Bettis, Notary Public, Laramie County, Wyoming. (Notarial Seal)
Commission expires June 24, 1959.

Reception No. 844796.

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