



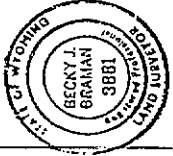
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SURVEYORS CERTIFICATE

I, Becky J. Berman, a Professional Land Surveyor in the State of Wyoming, do hereby certify that this plat of "DILLON AVENUE TOWNHOUSES", being a replat of Lot 1, Block 88, Original City of Cheyenne, Laramie County, Wyoming, was prepared from the field notes of an actual field survey made under my direction during July, 1987 and that this plat correctly and accurately represents the Block and Lots as monumented and shown hereon. I further certify that this plat is correct to the best of my belief and knowledge.



Becky J. Berman
 P.L.S. 3881

CONSENT TO SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS THAT:

The Housing Authority of the City of Cheyenne, owner in fee simple of the lands embraced in this plat of "DILLON AVENUE TOWNHOUSES", do hereby declare the subdivision of said land to be their free act and deed and in accordance with their desires.

HOUSING AUTHORITY OF THE CITY OF CHEYENNE:

Secretary: _____ Chairman: _____

ACKNOWLEDGMENT

State of Wyoming ss
 County of Laramie)

The Consent to Subdivision for the "DILLON AVENUE TOWNHOUSES" was acknowledged before me by the Housing Authority of the City of Cheyenne: _____ Secretary and _____ Chairman this _____ day of _____, 1987. Witness my hand and official seal.

Notary Public _____
 My commission expires: _____

APPROVALS

Recommended for approval by the Cheyenne-Laramie County Regional Planning Commission this _____ day of _____, 1987.

Attest: _____
 Director of the Regional Planning Office

Approved by the City Council of the City of Cheyenne, Wyoming this _____ day of _____, 1987.

Attest: _____
 Mayor, Acting

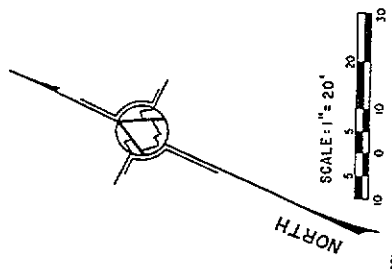
DILLON AVENUE TOWNHOUSES

OF
 A REPLAT OF
 LOT 1, BLOCK 88
 ORIGINAL CITY OF CHEYENNE
 LARAMIE COUNTY,
 WYOMING

INTERMOUNTAIN

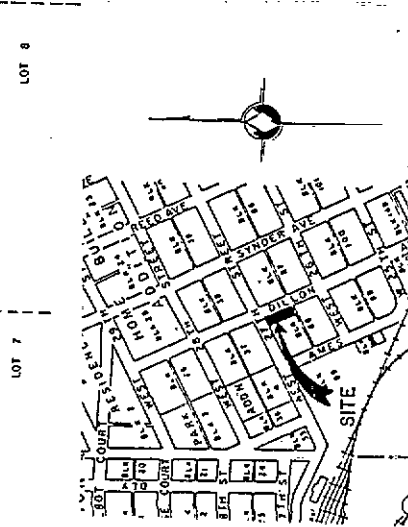
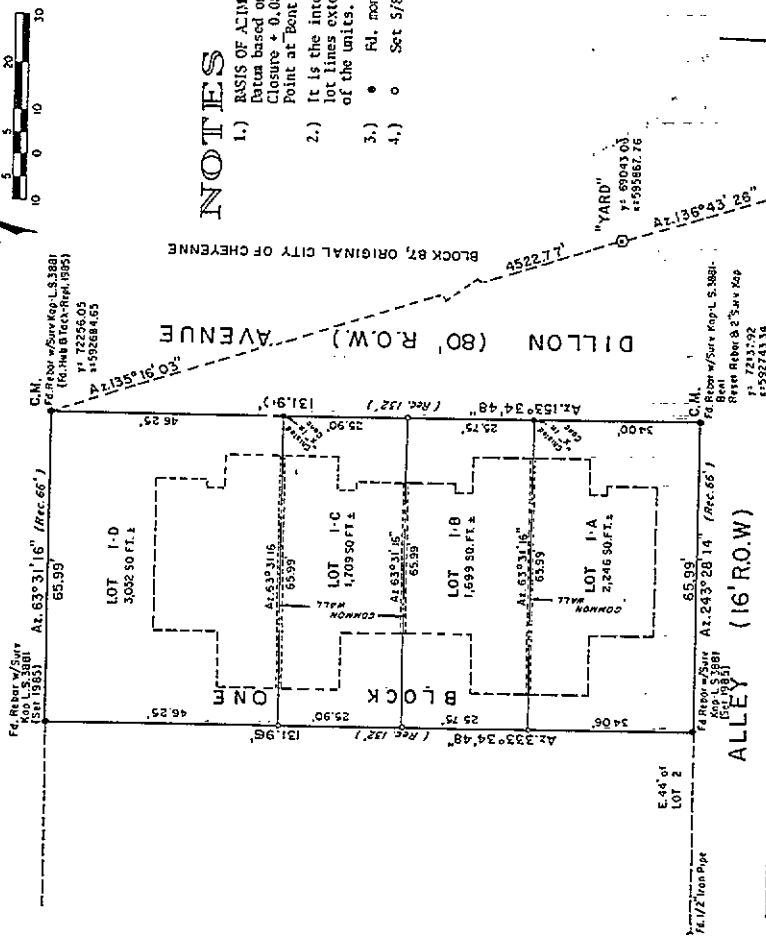
NOTES

- 1.) BASIS OF ALIGNMENT - City of Cheyenne Control Station based on traverse "ARD" to "WESTERY" Closure ± 0.08 feet. (For "YARD" to Control Point at Bent at 0'Neil Ave.)
- 2.) It is the intent of this plat that common lot lines extend through the common walls of the units.
- 3.) * PL. monument, as noted.
- 4.) o Set 5/8" rebar w/ Surv-Kap



BLOCK 37, ORIGINAL CITY OF CHEYENNE

WEST 27TH (80' ROW.) STREET



RECEPTION #011394
 3:30 August
 1987
 PL 5 5th 1987
 J. P. Walker

037345
RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.

'87 DEC 4 PM 2 37

DECLARATION OF COVENANTS AND MUTUAL OBLIGATIONS

The Housing Authority of the City of Cheyenne a/k/a the Cheyenne Housing Authority owner of Lot 1 Block 88 of the original City of Cheyenne hereby makes this declaration of covenants and obligations which shall run with the land and shall apply as obligations applying to Lot 1, Block 88 original City of Cheyenne, Laramie County, Wyoming, including Lots 1A, 1B, 1C, and 1D, of the final replat as Dillon Avenue Townhouses as follows:

1. Each of the owners of the respective lots shall have an obligation to maintain in good and proper condition the common walls existing between each of the townhouse units which common walls are also designated as lot lines on the final plat of Dillon Avenue Townhouses, filed with the Laramie County Clerk and Recorder's Office. Said obligation to maintain the common walls shall include but not be limited to the duty to maintain the walls in a condition such as to maintain the structural integrity of the improvements constructed and maintaining the walls in such a condition as to comply with all applicable building, safety, zoning or other codes and an obligation to maintain the common walls in a condition such that the condition of the walls does not materially diminish the usefulness or value of adjacent property or the townhouse complex in its entirety.

2. In maintaining the common walls the cost of maintaining such walls shall be born at the rate of one-half of such cost to be assessed to the owner of each of the properties adjacent to the common wall. In the event an owner fails to participate and contribute in the renovation or reconstruction of a common party wall after written notice from an adjoining owner, the requesting party may have the wall repaired and recover one-half of the cost from the adjacent land owner. Each lot owner hereby grants unto all other lot owners and their agents the right to enter upon the property for the purposes of making any repairs to the common

walls, provided however any construction or repair activity shall be performed in a reasonable manner calculated to accomplish the repairs with a minimum of interference with the use and enjoyment of the property. In the event litigation is commenced and a duty to pay for repairs imposed, the owner who was required to use litigation to obtain payment shall be entitled to recover reasonable costs and attorney's fees from the defaulting owner.

3. Each of the owners shall have a responsibility to maintain their improvements in good condition for the benefit of other owners such that the condition of the improvements upon an owner's land shall not materially interfere with the safety, structural integrity, or value of adjacent lots or the townhouse complex as a whole. Each owner shall be liable for pro rata share of repairs of the roof, sidewalks, and any portions of the building or grounds used for the common benefit of the owners of the townhouse lots.

Any owner who fails to maintain his property or fails or refuses to pay his pro rata share of the cost of repairs to any common area or structure shall be liable for reasonable attorney's fees and costs.

4. This declaration is deemed to be for the mutual benefit of the owners of each of the respective lots to preserve and enhance the economic and aesthetic value of the respective lots. These covenants, declarations, and agreements shall run with the land and be binding upon and inure to the benefit of the successive owners of lots 1A, 1B, 1C, and 1D.

Dated this 20 day of November, 1987.

HOUSING AUTHORITY OF THE
CITY OF CHEYENNE

BY: James D. Van Velsor
Chairman of Board of Directors

[Signature]
Secretary

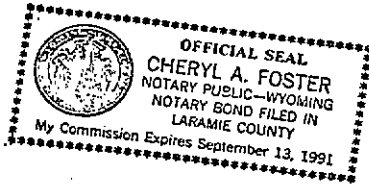


ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by
Patrick H. Ackie, James Mandelzov, this 28 day of
November, 1987.

Witness my hand and official seal.



Cheryl A. Foster
Signature
Notary Public
Title of Officer

My Commission Expires: Sept 13, 1991