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Recorded: August 15, 1941
Reception Number: 387253

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That Geo. H. Hobbs, of Cheyenne, Laramie County, Wyoming, the present owner of all tracts in what is known as Airport Valley Tracts, Laramie County, Wyoming, does hereby covenant and agree that all of said tracts are held subject to and with the restrictions, conditions, covenants and charges contained herein, and agree any and all persons to whom any of said tracts may be sold shall take and hold the same subject to the following covenants and restrictions, and shall be required to comply with and keep all of the same:

Any residence erected upon any tract or tracts shall cost not less than \$5000.00 when completed.

No buildings shall be located on any tract nearer than thirty feet to the front tract line.

DELETED

Any violation of these covenants and restrictions may be restrained and enjoined by any action instituted by any owner of any tract lying with said addition.

IN WITNESS WHEREFOR we have hereunto set our hands this 15th day of August 1941.

(s) Geo. H. Hobbs

THE STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

On this 15th day of August, 1941 before me personally appeared Geo. H. Hobbs, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the same as his free act and deed.

Given under my hand and notarial seal this 15th day of August 1941.

(s) C. R. Cook

My commission expires: June 22, 1943

NOTARIAL SEAL AFFIXED

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).

BOOK 627

MAR 17 1958 AT 4:36 PM
RECORDS AT 4:36 PM
DESCRIPTION No. 815976 LESTER R. GOMP, Recorder

573

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that we, B. E. Rittman and Dolores Rittman, of Cheyenne, Wyoming, in Laramie County, being the present owners of DITTMAN SUB-DIVISION of Tracts 4 and 7, Airport Valley Tracts, a subdivision of the North East Quarter (NE $\frac{1}{4}$) North East Quarter (NE $\frac{1}{4}$) of Section 19, Township 14, North, Range 60 West of the 6th P.M., Laramie County, Wyoming, declare that said lots 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 we do further covenant and agree that any subsequent grants of any of the said lots now owned by us shall be subject to the following covenants and restrictions:

(a) No business or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(b) No trailer, basement, tent, shack, garage, barn or other out-buildings erected in the tract 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.

(c) Only new construction shall be permitted (no building may be moved from outside onto any lot). The dwelling must be modern; the ground floor area of the main structure, exclusive of one-story porches and garage, shall be not less than 500 square feet. Construction of any structure must be completed within one year from date of the first excavation or beginning of construction.

(d) No building shall be located nearer than 20 feet to any sidelot line except that the side line restriction shall not apply to a detached garage or other out-buildings located 50 feet or more from the front lot line. No building shall be located on any residential building plot nearer than 35 feet to the front lot line, and no structure shall be

located nearer than 20 feet to the street line on corner lots.

(e) No lot shall be subdivided or have more than one dwelling unit constructed thereon unless this Subdivision is provided with a public water supply and sewage disposal system.

(f) No windmills will be permitted on any of the lots.

(g) Easements for installation and maintenance of utilities and drainage facilities are reserved.

(h) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, 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.

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

(j) No animals, livestock or poultry of any kind shall be raised or maintained for any purpose other than pets.

(k) 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 clean and sanitary condition.

(l) No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped and in accordance with the requirements, standards and recommendations of the State of Wyoming Department of Public Health.

(m) 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 State of Wyoming Department of Public Health.

(n) No building shall be erected, placed, or altered on any lot until the construction plans and specification and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

(1) The Architectural Control Committee is composed of B. E. Dittman, Dolores Dittman and Robert A. Dittman. 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 its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of the majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

(2) The Committee's approval or disapproval as required in 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.

(o) 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 in part.

(p) Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain or recover damages.

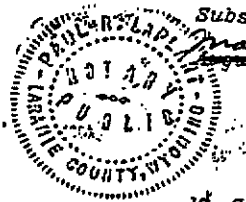
(q) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Signed at Cheyenne, Wyoming, this 8th day of March, A.D., ~~1957~~ 1958

B. E. Dittman

Dolores E. Dittman

Witnessed:
Paul R. Plant



Subscribed and sworn to before me this 8th day of March, A.D., 1958

Paul R. Plant
NOTARY PUBLIC

My Commission Expires: July 14, 1959

REVISED DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that those persons signing the Agreement(s) and Consent(s) for Filing appended hereto, owners of the lots noted after their names in such Agreement(s) and Consent(s) for Filing in the DITTMAN SUBDIVISION of Tracts 4 and 7, Airport Valley Tracts, a subdivision of the North East Quarter (NE1/4) North East Quarter (NE1/4) of Section 19, Township 14, North, Range 66 West, of the 6th P.M., Laramie County, Wyoming (the "Owners"), which constitute a majority of the lots owners in said subdivision, declare and agree in accordance with paragraph (o) of the Declaration of Protective Covenants, filed at Book 627, page 573, in the office of the Clerk of Laramie County, Wyoming, that said lots are held subject to and with the benefit of all the restrictions, conditions, covenants, changes and agreements contained within this REVISED DECLARATION OF PROTECTIVE COVENANTS, and the Owners further covenant and agree that any subsequent grants of any of the said lots in said subdivision shall be subject to the following covenants and restrictions:

(a) Any business or other lawful activity may be performed on any lot, provided that such business or activity is in accord with all applicable laws and regulations and is permitted by the zoning designation given the lot by the City of Cheyenne, and that such business or activity is not or become a nuisance to the neighborhood.

(b) No trailer, basement, tent, shack, garage, barn or other out-buildings erected in the tract 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.

(c) Only new construction shall be permitted (no building may be moved from the outside onto any lot). The structure must be modern. If such newly constructed structure is used or to be used as a dwelling place, the ground floor area of the main structure, exclusive of one-

story porches and garage, shall be not less than 900 square feet. Construction of any structure must be completed within eighteen (18) months from date of the first excavation or beginning of construction.

(d) No building shall be located nearer than 20 feet to any side lot line except that the side line restriction shall not apply to a detached garage or other out-buildings located 60 feet or more from the front lot line. No building shall be located on any residential building plot nearer than 35 feet to the front lot line and no structure shall be located nearer than 20 feet to the street line on corner lots.

(e) No lot shall be subdivided or have more than one dwelling unit constructed thereon unless this Subdivision is provided with a public water supply and sewage disposal system.

(f) No windmills will be permitted on any of the lots.

(g) Easements for installation and maintenance of utilities and drainage facilities are reserved.

(h) Signs displayed to the public view on any lot shall be in accord with the signage restrictions imposed by the lot's zoning. No sign shall be permitted that is not in accord with such zoning restriction or other regulation of the City of Cheyenne regarding signage.

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

(j) No animals, livestock or poultry of any kind shall be raised or maintained for any purpose other than pets.

(k) 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 clean and sanitary condition.

(l) No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped and in accordance with the requirements, standards and recommendations of the State of Wyoming Department of Public Health.

(m) 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 State of Wyoming Department of Public Health.

(n) [Deleted]

(o) 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 in part.

(p) Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain or recover damages.

(q) 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.

AGREEMENT AND CONSENT FOR FILING

United Medical Center Foundation, owner of Lots 1- 8 Block 1, and Lots 2 & 3 Block 2, DITTMAN SUBDIVISION of Tracts 4 and 7, Airport Valley Tracts, a subdivision of the North East Quarter (NE1/4) North East Quarter (NE1/4) of Section 19, Township 14, North, Range 66 West, of the 6th P.M., Laramie County, Wyoming, does hereby agree, endorse and consent to the foregoing Revised Declaration of Protective Covenants and to all changes made in whole or in part thereby to the Declaration of Protective Covenants filed at Book 627, page 573, in the office of the Clerk of Laramie County, Wyoming, pertaining to said subdivision in accordance with Section (o) of said Declaration, and consents to the filing of the foregoing Revised Declaration of Protective Covenants in the office of the Clerk of Laramie County, Wyoming.

DATED this 17th day of June, 2004.

By: Leigh West

Title: Executive Director

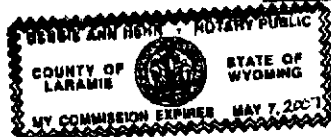
STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing REVISED DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me by Leigh West, a duly authorized representative of United Medical Center Foundation, this 17th day of June, 2004.

Witness my hand and official seal.

S E A L

My Commission Expires:



Debbie Ann Hehr
Notary Public

AGREEMENT AND CONSENT FOR FILING

We, Tommy L. Scott & Margaret S. Scott, Trustees of the Tommy L. Scott & Margaret S. Scott Revocable Trust dated June 23, 2003, the owner of Lot 6 Block 2 in Dittman Subdivision of Tracts 4 and 7, Airport Valley Tracts, a subdivision of the North East Quarter (NE1/4) North East Quarter (NE1/4) of Section 19, Township 14, North, Range 66 West, of the 6th PM, Laramie County, Wyoming, do hereby agree, endorse and consent to the foregoing Revised Declaration of Protective Covenants and to all changes made in whole or in part thereby to the Declaration of Protective Covenants filed at Book 627, page 573, in the office of the Clerk of Laramie County, Wyoming, pertaining to said subdivision, in accordance with Section (o) of said Declaration, and consent to the filing of the foregoing Revised Declaration of Protective Covenants in the office of the Clerk of Laramie County, Wyoming.

DATED this 16th day of June, 2004.

Tommy L. Scott
Tommy L. Scott, Trustee of the Tommy L. Scott & Margaret S. Scott Revocable Trust dated June 23, 2003

Margaret S. Scott
Margaret S. Scott, Trustee of the Tommy L. Scott & Margaret S. Scott Revocable Trust dated June 23, 2003

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

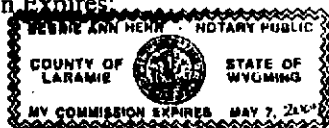
The foregoing REVISED DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me by Tommy L. Scott & Margaret S. Scott this 16th day of June, 2004.

Witness my hand and official seal.

S E A L

Debbie Ann Hebe
Notary Public

My Commission Expires:



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RECORDED 6/18/2004 AT 3:55 PM RECH 390541 JK# 1820 PG# 754
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 5 OF 8

AGREEMENT AND CONSENT FOR FILING

We, John W. and Barbara D. Couch, the owners of Lots 1 Block 2 and 8 in Dittman Subdivision of Tracts 4 and 7, Airport Valley Tracts, a subdivision of the North East Quarter (NE1/4) North East Quarter (NE1/4) of Section 19, Township 14, North, Range 66 West, of the 6th PM, Laramie County, Wyoming, do hereby agree, endorse and consent to the foregoing Revised Declaration of Protective Covenants and to all changes made in whole or in part thereby to the Declaration of Protective Covenants filed at Book 627, page 573, in the office of the Clerk of Laramie County, Wyoming, pertaining to said subdivision, in accordance with Section (o) of said Declaration and consent to the filing of the foregoing Revised Declaration of Protective Covenants in the office of the Clerk of Laramie County, Wyoming.

DATED this 7 day of JUNE, 2004.


John W. Couch

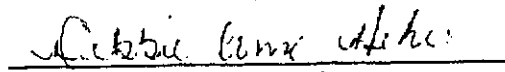

Barbara D. Couch

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing REVISED DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me by John W. Couch and Barbara D. Couch this 7th day of June, 2004.

Witness my hand and official seal.

S E A L


Notary Public

My Commission Expires:



AGREEMENT AND CONSENT FOR FILING

Homestead Baptist Church, a Wyoming corporation, the owner of Lot 5 Block 2 in Dittman Subdivision of Tracts 4 and 7, Airport Valley Tracts, a subdivision of the North East Quarter (NE1/4) North East Quarter (NE1/4) of Section 19, Township 14, North, Range 66 West, of the 6th PM, Laramie County, Wyoming, does hereby agree, endorse and consent to the foregoing Revised Declaration of Protective Covenants and to all changes made in whole or in part thereby to the Declaration of Protective Covenants filed at Book 627, page 573, in the office of the Clerk of Laramie County, Wyoming, pertaining to said subdivision, in accordance with Section (o) of said Declaration and consent to the filing of the foregoing Revised Declaration of Protective Covenants in the office of the Clerk of Laramie County, Wyoming.

DATED this 8 day of June, 2004.

HOMESTEAD BAPTIST CHURCH:

By: Randy Gregory

Title: Pastor

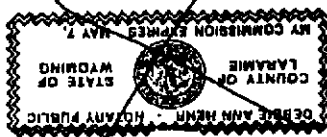
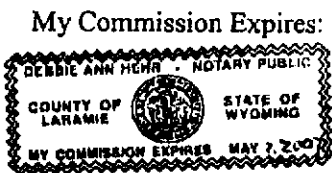
STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing REVISED DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me by Randy Gregory, a duly authorized representative of Homestead Baptist Church, this 8th day of June, 2004.

Witness my hand and official seal.

S E A L

Debbie Ann Hehr
Notary Public



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AGREEMENT AND CONSENT FOR FILING

We, Joseph P. Pacheco and Testa A. Pacheco, the owners of Lot 7 Block 2 in Dittman Subdivision of Tracts 4 and 7, Airport Valley Tracts, a subdivision of the North East Quarter (NE1/4) North East Quarter (NE1/4) of Section 19, Township 14, North, Range 66 West, of the 6th PM, Laramie County, Wyoming, do hereby agree, endorse and consent to the foregoing Revised Declaration of Protective Covenants and to all changes made in whole or in part thereby to the Declaration of Protective Covenants filed at Book 627, page 573, in the office of the Clerk of Laramie County, Wyoming, pertaining to said subdivision, in accordance with Section (o) of said Declaration and consent to the filing of the foregoing Revised Declaration of Protective Covenants in the office of the Clerk of Laramie County, Wyoming.

DATED this 6 day of June, 2004.

Joseph P. Pacheco
Joseph P. Pacheco

Testa A. Pacheco
Testa A. Pacheco

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing REVISED DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me by Joseph P. Pacheco and Testa A. Pacheco this 6th day of June, 2004.

Witness my hand and official seal.

S E A L

Debbie Ann Hebe
Notary Public

My Commission Expires:

