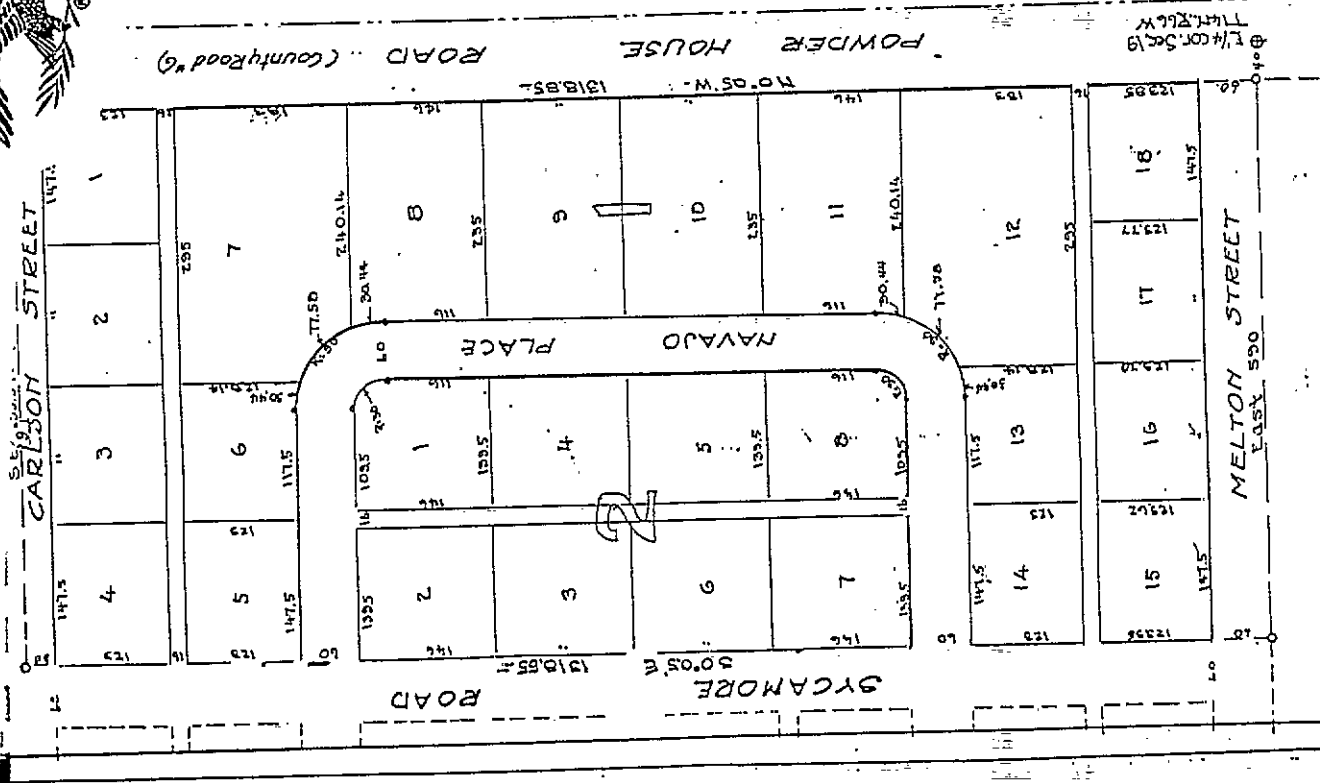




First American Title™

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*Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.*



of Laramie, Cheyenne, Wyoming, hereby certify that the...  
 are from notes when laying an actual survey made under my direction in...  
 it occurred when laying the lot, blocks, streets and...  
 the act of the block and other corners and...  
 enclosed in this subdivision is a part of the...  
 containing 1750 acres more or less...  
 beginning at the point of intersection of the...  
 under House Hold Commission of the...  
 said Section 13, thence N 89° 54' 10" W...  
 289 5/8 ft along the north east line of said...  
 thence S 89° 54' 10" W...  
 the east line of said Section 13, a distance of 289 feet to a point...  
 thence S 89° 54' 10" W...  
 the east line of said Section 13, thence East, along said center line, a distance of...  
 the east line of said Section 13, thence East, along said center line, a distance of...

*Edith M. Melton*  
 11/11/1955

**DEDICATION**

know all men by these presents, that *Olis L. Melton* and *Marjelle D. Melton*, owners in fee simple of the land embraced in this plan of dedication of *Indian Hills Second Filing*, do hereby declare the subdivision of said lands as appears on this plan, to be their free act and deed and in conformity with their desires and do hereby dedicate to the use of the public for highway, all of the streets shown hereon.

Witness: *Edith M. Melton*  
*Marjelle D. Melton*

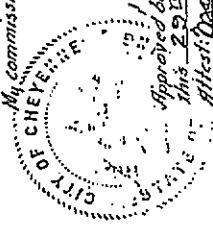
**ACKNOWLEDGEMENT**

The State of Wyoming, ss  
 County of Laramie, ss  
 On this 24th day of August, AD 1955, before me a Notary Public in and for the State of Wyoming, personally *Olis L. Melton* and *Marjelle D. Melton*, 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.

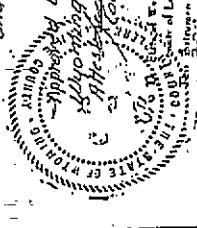
In Witness Whereof, I have set my hand and affixed the seal of my office the day and year first above written.  
*Edith M. Melton*  
 Notary Public  
 Residing at *Indian Hills, Wyoming*

**APPROVAL**

Approved by the city commission of the City of Cheyenne this 29th day of August, 1955.  
*Edith M. Melton*  
 City Clerk



Approved by the Board of County Commissioners of Laramie County, Wyoming, this 29th day of August, 1955.  
*Edith M. Melton*  
 Chairman



INDIAN HILLS SECOND FILING  
 A SUBDIVISION OF PART OF STATE 1/4 SECTION 19,  
 T14N R66W, G4E PM, LARAMIE COUNTY, WYOMING  
 Scale 1"=100  
 August 1, 1955.

County Clerk of Cheyenne, Wyoming  
*Edith M. Melton*  
 County Clerk

**ENGINEER'S CERTIFICATE**

The State of Wyoming, ss  
County of Laramie, ss  
I, T. H. Baldwin of Cheyenne, Wyoming, hereby certify that this REPLAT of INDIAN HILLS, SECOND FILING, was made from notes taken during an actual survey made under my direction in May, 1938, and that it accurately represents the Lots, Blocks, Streets and alleys as marked on the ground by iron pipes set at all block corners and iron spikes set at all lot corners; that the lot embraced in this subdivision is a part of the S 1/2 NE 1/4 of Section 19, T. 14 N., R. 66 W., 6th P.M., Laramie County, Wyoming, containing 17.66 acres, more or less, and being more particularly described as follows:  
Beginning at the point of intersection of the East-West center line of said Section 19 and the west R/W line of Powder Horns Road (County Road No. 6), which point of intersection is 40 feet west of the E 1/4 corner of said Section 19, thence N 0° 05' W along said R/W line a distance of 1318.65 feet to a point; thence S 89° 55.5' W along the north line of S 1/2 NE 1/4 of said Section 19, a distance of 350 feet to a point; thence S 0° 05' E parallel to the east line of said Section 19, a distance of 1318.55 feet to a point on the East-West center line of said Section 19; thence East, along said center line, a distance of 350 feet to the point of beginning.

*T. H. Baldwin*  
Eng. No. Reg. No. 19

**DEDICATION**

Know all men by these presents: that INDIAN HILLS, INC., a Wyoming Corporation, owner in fee simple of the land embraced in this REPLAT of INDIAN HILLS, SECOND FILING, acting through its Board of Directors, hereby declares the subdivision of said lands, as appears on this report, to be its free act and deed, and in accordance with its desires, and does hereby dedicate to the use of the Public forever all of the streets and alleys shown hereon, and said Corporation has caused its President to sign and its Secretary to attest this Dedication.

INDIAN HILLS, INC.  
*Otis L. Nelson*  
President

Attest: *Samuel W. Hanson*  
Secretary

**ACKNOWLEDGEMENT**

The State of Wyoming, ss  
County of Laramie, ss

On this 26 day of July, A.D. 1938, before me, a Notary Public in and for the State of Wyoming, personally appeared Otis L. Nelson and Howard W. Hanson, in person in behalf of Indian Hills, Inc., and acknowledged said instrument and the dedication of said corporation and for the purpose therein mentioned, and year first above mentioned; I have hereunto set my hand and affixed the seal of my office the day

*Marion J. Burr*  
Notary Public  
Reading at *City, Laramie, Wyo.*

**APPROVAL**

Approved by the City Commission of the City of Cheyenne this 27th day of July, 1938.  
Attest: *Arthur J. Reine*  
City Clerk

**APPROVAL**

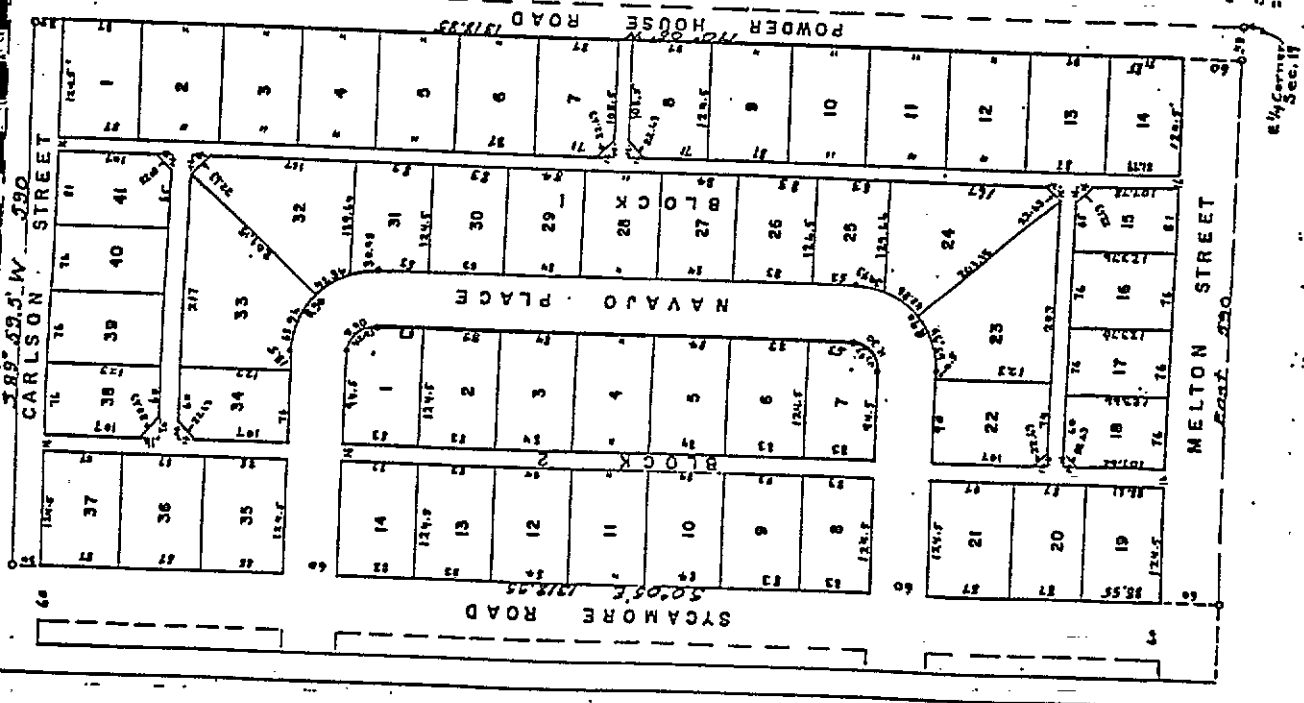
Approved by the Board of County Commissioners of Laramie County, Wyoming, this 27 day of July, 1938.  
Attest: *Robert C. Clark*  
County Clerk

The County Clerk has examined the foregoing and certifies that it is a true and correct copy of the original as filed for record in the office of the County Clerk on this 27th day of July, 1938.  
A. H. [Signature]  
County Clerk

**REPLAT**

**INDIAN HILLS SECOND FILING**

A Subdivision of Part of S 1/2 NE 1/4 Section 19  
T. 14 N., R. 66 W., 6th P.M., Laramie County, Wyoming  
Scale 1" = 100'  
Note: Curved lot lines are chord lengths.



6 1/4 Corner Sec. 17

BOOK 630

RECORDED JUN 4 1958 823300 EXCEPTION No. LESLIE K. GOFF, Recorder

517

DECLARATION OF PROTECTIVE COVENANTS REGARDING REPLAT OF INDIAN HILLS, SECOND FILING

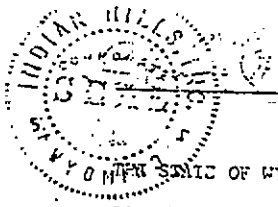
Declaration of Protective Covenants based on plat of Indian Hills, Wyoming, recorded on the 20th day of April, 1956, and amended by the Wyoming Statute of 1957, Chapter 42, LSC 3504(c).

KNOW ALL MEN BY THESE PRESENTS:

That all lots lying within the REPLAT OF INDIAN HILLS, SECOND FILING, said lots being the lots in Blocks numbered 1 and 2, are held subject to all the restrictions, conditions, covenants, charges and agreements set forth and contained in the DECLARATION OF PROTECTIVE COVENANTS dated April 20, 1956, and recorded upon that day in the office of the County Clerk of Laramie County, Wyoming, in Book 593 at pages 584, 585, 586 and 587; that all lots in said REPLAT OF INDIAN HILLS, SECOND FILING shall be purchased and held under the notice given by the recording of this declaration; and that said Declaration of Protective Covenants dated and recorded April 20, 1956, applies to all lots within the REPLAT OF INDIAN HILLS, SECOND FILING, as fully and completely as if REPLAT OF INDIAN HILLS, SECOND FILING, had been mentioned and named in said declaration in place of INDIAN HILLS, SECOND FILING.

Signed and sealed, June 11th, 1958.

Attest:



Howard W. Hanson Secretary

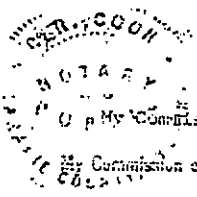
INDIAN HILLS, INC A Wyoming Corporation

By Otis L. Melton President

STATE OF WYOMING ) ) SS ) COUNTY OF LARAMIE )

On this 11th day of June, 1958, before me, a Notary Public, in and for the State and County aforesaid, personally appeared Otis L. Melton and Howard W. Hanson, to me personally known, who being by me duly sworn did each say that Otis L. Melton is the President of Indian Hills, Inc., a Wyoming corporation and Howard W. Hanson is the Secretary of said corporation; that the seal affixed to the above instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said President and Secretary each acknowledged and affirmed said instrument to be the free act and deed of said corporation.

Witness my hand and Notarial seal the day and year above written in this acknowledgment.



Notary Public





...  
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 593  
Page 584

Recorded April 20, 1956  
Reception No. 749327

### DECLARATION OF PROTECTIVE COVENANTS

A. KNOW ALL MEN BY THESE PRESENTS, That all lots lying within Blocks 1 and 2, Second Filing, and Blocks 6, 13, 17, 18, 19, 20 and 21, Third Filing, of Indian Hills, a subdivision of Section 19, Township 14 North, Range 66 West of the 6th P. M., in Laramie County, Wyoming, are now owned and held subject to all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, and Indian Hills, Inc. does hereby warrant and agree that any subsequent grants of any lots shall be made subject to the following covenants and restrictions:

B-1 BUSINESS "D" ZONE  
Block 6, of Indian Hills, shall be subject to all of the regulations of the Zoning Ordinances of the City of Cheyenne, Wyoming, relative to Business "D" districts.

B-2 RESIDENCE "C" ZONE  
Block 13, of Indian Hills, shall be subject to all of the regulations of the Zoning Ordinances of the City of Cheyenne, Wyoming, relative to Residence "C" districts.

B-3 FULLY-PROTECTED RESIDENTIAL AREA  
The residential area covenants contained herein shall apply to Blocks 1, 2 17, 18, 19, 20 and 21 of Indian Hills.

#### C RESIDENTIAL COVENANTS

C-1 LAND USE AND BUILDING TYPE  
No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than four cars.

C-2 ARCHITECTURAL CONTROL  
No building shall be erected, placed, or altered on any lot 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, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part "D".



CONTINUED:  
Book 593, Page 584, CONTINUED:

C-3 DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot in Blocks 17, 18, 19, 20 and 21 of said subdivision at a cost of less than \$8000.00 nor at a cost of less than \$10,000.00 on any lot in Blocks 1 and 2, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. In Blocks 17, 18, 19, 20 and 21, the ground area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet for a one-story dwelling nor less than 600 square feet for a dwelling of more than one-story. In Blocks 1 and 2, the ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1000 square feet for a one-story dwelling, nor less than 750-square feet for a dwelling of more than one story. And in Blocks 1 and 2, the exterior of all construction shall be not less than 60% brick.

C-4 BUILDING LOCATION

No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 5 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more than the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be constructed so as to permit any portion of a building on a lot to encroach upon another lot.

C-5 LOT AREA AND WIDTH

No dwelling shall be erected or placed on any plot having a width of less than 140 feet at the minimum building setback line nor shall any dwelling be erected or placed on any plot having an area of less than 16,000 square feet. When this subdivision is provided a public water supply or sewage disposal system the minimum building lot width shall be 65 feet and the minimum building lot area shall be 8000 square feet.

C-6 EASEMENTS

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

C-7 NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8 TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

CONTINUED:



C-9 SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, 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.

C-10 OIL AND MINING OPERATIONS

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 designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11 LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-12 GARBAGE AND REFUSE DISPOSAL

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.

C-13 SEWAGE DISPOSAL

No individual sewage-disposal 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.

C-14 WATER SUPPLY

No individual water-supply system shall be permitted on any lot unless such system is located, construction and equipped in accordance with the requirements, standards and recommendations of the State of Wyoming Department of Public Health.

D ARCHITECTURAL CONTROL COMMITTEE  
D-1 MEMBERSHIP

The architectural control committee is composed of Otis L. Melton, Robert J. Smalley and Noel F. Bahrenburg. 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 a 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.

D-2 PROCEDURE

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.

E GENERAL PROVISIONS

E-1 TERM

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 the 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 lots has been recorded, agreeing to change said covenants in whole or in part.

E-2 ENFORCEMENT

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 violation or recover damages.

E-3 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.

Dated this 20th day of April, 1956.

INDIAN HILLS, INC.  
A WYOMING CORPORATION

Otis L. Melton, President

Howard W. Hansen, Secretary



CORPORATE SEAL AFFIXED.

STATE OF WYOMING )  
                          )SS  
COUNTY OF LARAMIE )

On this 20th day of April, 1956, before me appeared Otis L. Melton to me personally known, who, being by me duly sworn (or affirmed), did say that he is the President of Indian Hills, Inc., a Wyoming Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Otis L. Melton acknowledged said instrument to be the free act and deed of said corporation. IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal this 20th day of April, 1956.

Lela G. Bickham  
Notary Public

My commission expires October 24, 1956.

NOTARIAL SEAL AFFIXED.