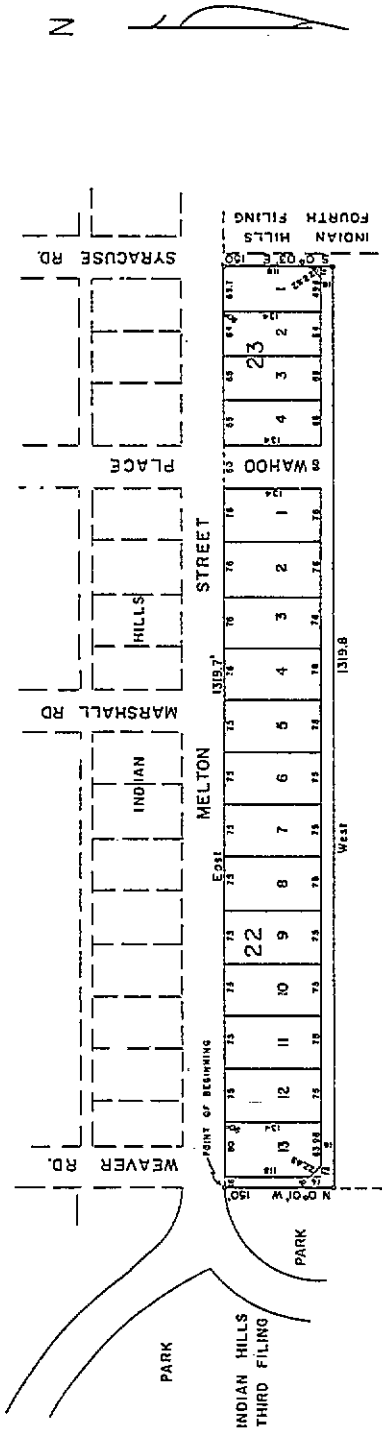




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SURVEYOR'S CERTIFICATE

The State of Wyoming }
County of Laramie }

I, Malcolm D. Martin, of Cheyenne, Wyoming hereby certify that this map of INDIAN HILLS, EIGHTH FILING, was made from notes taken during an actual survey made under my direction in August, 1961, that it shows accurately the lots, blocks, streets and alleys, as marked on the ground by iron pipe set at all block corners and iron spikes set at all other lot corners and that the land embraced in this plat is all that part of the NW 1/4 SE 1/4 Section 19, T. 14 N., R. 66 W., 6th P. M., Laramie County, Wyoming, containing 4.54 acres, more or less, and being more particularly described as follows: Beginning at the center of said Section 19; thence S 0° 01' E, along the E-W centerline of said Section 19, (which line is also the east boundary of Indian Hills, Fourth Filing, Contested) a distance of 1319.7 feet to a point; thence W 89° 01' E, along the E-W centerline of said Section 19, a distance of 150 feet to a point; thence West, parallel to the E-W centerline of said Section 19, a distance of 1319.8 feet to a point; thence N 0° 01' W, along the west boundary of said Section 19, a distance of 150 feet to the point of beginning.

DEDICATION

Know all men by these presents, that Indian Hills, Inc., a corporation organized and existing by virtue of the laws of the State of Wyoming, swear in fee simple of the land embraced in this plat and description of INDIAN HILLS, EIGHTH FILING, by action of its Board of Directors, does hereby dedicate this subdivision, as shown on this plat, to be its free set and used 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 by resolution of its Board of Directors, the President and Secretary are authorized and directed to execute this dedication on behalf of said corporation.

Attest, *Edmund J. [Signature]* Secretary
By *X O. L. Melton* President
INDIAN HILLS, INC.

ACKNOWLEDGEMENT

The State of Wyoming }
County of Laramie }
On this 22 day of October, A.D. 1961, personally appeared Ollis L. Melton and Edward F. Murray, Jr., to be known to be the President and Secretary, respectively, of Indian Hills, Inc., and acknowledged to me within and to my knowledge and belief the validity and effect of said corporation and for the purpose therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed the seal of my office this day and year first above written.
My Commission expires September 1st, 1963.

Thomas Van Vleet
Notary Public
Residing at *Chapman, Wyoming*

APPROVALS

Approved by the Board of County Commissioners of Laramie County, Wyoming this 22 day of October, A.D. 1961.

Attest: *William D. [Signature]* City Clerk
William D. [Signature] Mayor

Attest: *Edward [Signature]* County Clerk
Edward [Signature] Chairman of the Board

961402

The State of Wyoming }
County of Laramie }
On this 22 day of October, A.D. 1961, personally appeared Ollis L. Melton and Edward F. Murray, Jr., to be known to be the President and Secretary, respectively, of Indian Hills, Inc., and acknowledged to me within and to my knowledge and belief the validity and effect of said corporation and for the purpose therein mentioned.

INDIAN HILLS, EIGHTH FILING
A Subdivision of part of the NW 1/4 SE 1/4 Section 19,
T. 14 N., R. 66 W., 6th P. M.
Laramie County, Wyoming

Scale 1" = 100'

September, 1961

BOOK 827

RECORDED DEC 3 1965 AT 3:15 PM 159
65244

Indian Hills, Inc., RECEPTION NO. LESTER R. GOFF, Recorder
a Wyoming corporation

to

The Public



DECLARATION OF PROTECTIVE COVENANTS
INDIAN HILLS, EIGHTH FILING

Know all men by these presents: That all lots lying within Indian Hills, Eighth Filing, an Addition to the City of Cheyenne, 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., a Wyoming corporation, being the owner of all said lots, does hereby covenant and agree that any subsequent grants of any of said lots shall be made subject to the following covenants and restrictions:

1. No lot shall be used except for residential purposes, and 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.

2. 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 paragraphs 15 and 16.

3. No dwelling shall be permitted on any lot at a cost of less than \$12,000.00 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. 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.

4. 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 from 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.

5. The minimum building lot width shall be 65 feet and the minimum building lot area shall be 8000 square feet.

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

7. 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.

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

9. 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.

10. 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.

11. 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.

12. No lot shall be used or maintained as a dumping ground for rubbish; and 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.

13. 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.

14. 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.

15. The architectural control committee is composed of Clements A. Herz, Edward F. Murray, Jr., and John F. Lynch. 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.



16. 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.

17. 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.

18. 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.

19. 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.

Cheyenne, Wyoming November 1, 1965

INDIAN HILLS, INC.

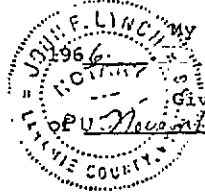
By: [Signature]
Vice-President



[Signature]
Secretary

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

On this 1st day of November 1965, before me personally appeared Edward F. Murray, Jr., to me personally known, who, being by me duly sworn, did say that he is the Vice-President of INDIAN HILLS, INC., and that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and said Edward F. Murray, Jr. acknowledged said instrument to be the free act and deed of said corporation.



My Commission expires on the 8th day of October

Given under my hand and notarial seal this 1st day of November, 1965

[Signature]
Notary Public

