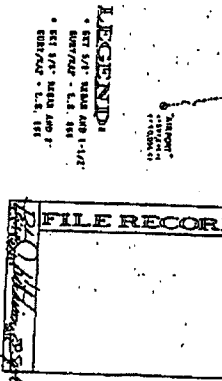
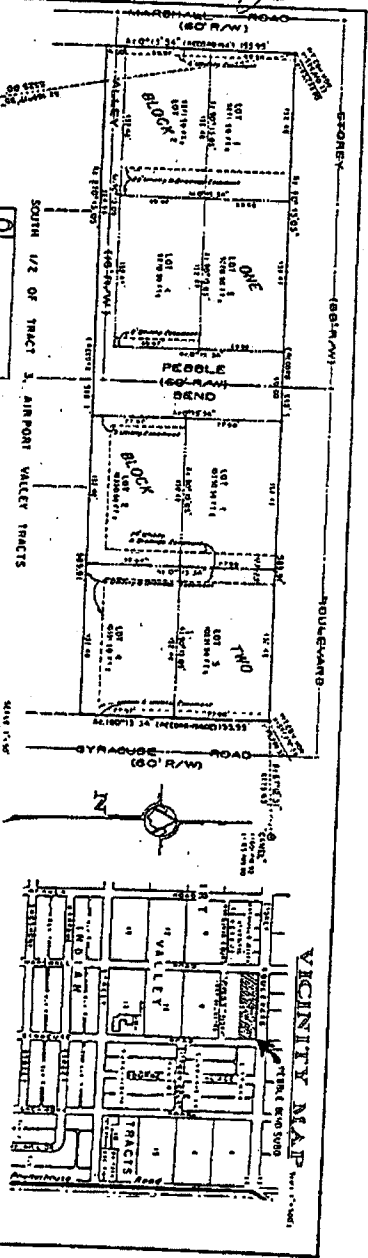




First American Title™

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SHOW ALL LOT IN THIS RECORD SHEET

**NOTES:**  
 BASE OF AIRPORT - Chicago National General Map  
 All distances as shown are subject to field work.  
 All record distances.  
 This plat, as approved by the appropriate recording authority, shall be subject to any previously granted easements, covenants, conditions, restrictions and other matters of record affecting the property hereon.  
 The survey was made by the undersigned on or about the 15th day of August, 1935, and the same is true and correct to the best of his knowledge and belief.  
 The survey was made by the undersigned on or about the 15th day of August, 1935, and the same is true and correct to the best of his knowledge and belief.  
 The survey was made by the undersigned on or about the 15th day of August, 1935, and the same is true and correct to the best of his knowledge and belief.

**SURVEYOR'S CERTIFICATE**  
 I, William G. Brown, a licensed surveyor in the State of Illinois, do hereby certify that the above described plat was prepared by me or under my direct supervision and that the same is true and correct to the best of my knowledge and belief.  
 Witness my hand and seal of office this 15th day of August, 1935.  
 Wm. G. Brown  
 Surveyor  
 State of Illinois

**DEDICATION**  
 Where a location, has, or has been, located for the purpose of the public use, and the same is shown on the plat hereon, the same is hereby dedicated to the public use of the people of the State of Illinois, and the same shall be subject to the provisions of the Public Use Act, Chapter 112, Illinois Compiled Statutes, 1935.

**DEDICATION**  
 Where a location, has, or has been, located for the purpose of the public use, and the same is shown on the plat hereon, the same is hereby dedicated to the public use of the people of the State of Illinois, and the same shall be subject to the provisions of the Public Use Act, Chapter 112, Illinois Compiled Statutes, 1935.

**APPROVALS**  
 Approved by the Government-Surveyor General National Planning Commission  
 State of Illinois  
 Approved by the City Council of the City of Chicago, Illinois  
 Approved by the City Council of the City of Chicago, Illinois  
 Approved by the City Council of the City of Chicago, Illinois

**ACKNOWLEDGMENT**  
 State of Illinois  
 County of Madison  
 I, Alvin E. Schell  
 President  
 Do hereby certify that the above described plat was prepared by me or under my direct supervision and that the same is true and correct to the best of my knowledge and belief.  
 Witness my hand and seal of office this 15th day of August, 1935.  
 Alvin E. Schell  
 President

**ACKNOWLEDGMENT**  
 State of Illinois  
 County of Madison  
 I, Alvin E. Schell  
 President  
 Do hereby certify that the above described plat was prepared by me or under my direct supervision and that the same is true and correct to the best of my knowledge and belief.  
 Witness my hand and seal of office this 15th day of August, 1935.  
 Alvin E. Schell  
 President

**APPROVALS**  
 Approved by the City Council of the City of Chicago, Illinois  
 Approved by the City Council of the City of Chicago, Illinois  
 Approved by the City Council of the City of Chicago, Illinois



No. 117

366-425

Geo. H. Hobbs.

to

The Public.

\* PROTECTIVE COVENANTS

\*

\* Dated August 15, 1941

\*

\* Filed August 15, 1941 at 3:55 P. M.

KNOW ALL MEN BY THESE PRESENTS: That Geo. H. Hobbs, of Cheyenne, Laramie County, Wyoming, the present owner of all tracts in what is know 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 building shall be located on any tract nearer than 30 feet to the front tract line.

No tract or building shall be sold or mortgaged to or occupied by any person not of the caucasian race.

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

Witness: J. H. Morris  
C. R. Coon

Signed: Geo. H. Hobbs

Acknowledged August 15, 1941 by Geo. H. Hobbs, as his free act and deed, before C. R. Coon, Notary Public, Laramie County, Wyoming. (Notarial Seal) Commission expires June 22, 1943.

\*\*\*\*\*

P.M.D.  
copied M.D.  
1-19-87



COPY TO ASSESSOR

*[Handwritten signature]*

030368

State of Wyoming

County of Laramie

TO THE PUBLIC:

RECEIVED  
LARAMIE COUNTY  
CHEYENNE, WY.

DATE: 19 June 1987

37 JUN 22 PM 4 25

DECLARATION OF PROTECTIVE CONVENANTS

The undersigned, being the owners in fee simple of the following described property situate in Laramie County, Wyoming, to-wit:

Lots 1 thru 4, Block 1;  
Lots 1 thru 4, Block 2  
all in Pebble Bend, a subdivision in the City of Cheyenne, Laramie County, Wyoming.

do hereby make this Declaration of Protective Conventions applicable to all of the described property.

1. One Family Residences Required: No lot shall be used except for a one family dwelling residential purpose and no building shall be erected, altered, placed or permitted to remain on any lot other than the unit above authorized. Construction or use of any dwelling for rental purposes is prohibited.
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 control committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevations. All construction shall be new and no building shall be moved on to the site from another location and all structures shall be constructed in place under the terms and provisions hereof and subject to approval in any event by the Architectural Control Committee. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line, with the exception of the perimeter fence installed by the developer. Side and rear yard fencing shall be 6 foot cedar fence only. There shall be no continuous front yard fencing. Decorative wood fencing in front yards or court yard must meet with the approval of the Architectural Control Committee. Approval shall be provided in paragraph 17.
3. Dwelling Quality and Size: No dwelling shall have less than 1200 square feet without a basement or 1000 square feet with basement. Trilevel houses shall have not less than 1000 square feet on the upper two levels and bilevels or split levels shall be considered the same as a basement house with not less than 1000 square feet on the main floor. A two-story house shall have not less than 600 square feet on the first floor and not less than 400 square feet on the second floor. The square footage shall be determined by measurement of the framing dimensions of the living quarters only. No storage areas or garages shall be considered in determining the square footage.
4. Building Locations:
  - A. No structure shall be located closer to the front or rear lot line than 25 feet
  - B. No structure shall be located closer than 5 feet from the side lot lines.



*LS*

- C. For the purpose of this covenant, eaves, steps, and open porches shall be considered as a part of the building provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
5. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.
6. 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.
7. 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 permanent.
8. Parking and Non-Operative Vehicles and Facilities: Parking of trailer-campers, truck-campers, bus-campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours, when parked on the street in front of a residence or a parking area between the front building line and the street.
- The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.
- Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.
9. Signs: No sign of any kind shall be displayed in 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 builder to advertise the property during the construction and sales periods.
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 designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
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 and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.



*JB*

12. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage and 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 a clean and sanitary condition.

13. Water Supply: 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 Laramie County, Wyoming.

14. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations 4 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 15 feet from the intersection of the street lines. The same sight-line limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of driveway or alley pavement. No tree shall be permitted to remain within such a distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Specific Reservations, Restrictions and Limitations For Construction, Planning, Development and Use:

(A) Front Lawns shall be promptly planted and no grass shall be planted in in said lawns other than a pure strain of bluegrass under various trade names or any other grass which has the advance written approval of the Architectural Control Committee. A minimum area of 750 square feet of lawn shall be perpetually maintained in a living condition.

(B) No overhead wires shall be allowed unless approved in writing by the Architectural Control Committee.

16. The Architectural Control Committee: is composed of the following persons: Pamela S. Huseas and Hiram E. Searles. 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 member shall have full authority to designate a successor. None of 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 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.

17. 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 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.

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



*LB*

19. Enforcement: In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area or the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages, and in addition, to recover from the party to violating such protective covenants reasonable attorney's fee's required in the proceeding either to enjoin violation or for the recovery of the damages.

20. Severability: Invalidation of any of the 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 19<sup>th</sup> day of June, 1987

Owners  
Designs Unlimited Development Company  
A sole proprietorship

By *Pamela S. Huseas*  
Pamela S. Huseas D.B.A.  
Designs Unlimited Development Company

State of Wyoming )  
                          ) ss  
County of Laramie )

On this 19<sup>th</sup> day of June, 1987, before me personally appeared Pamela S. Huseas, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Given under my hand and seal this 19<sup>th</sup> day of June, 1987.

My Commission expires: 4-3-88  
Notary Public  
STATE OF WYOMING  
My Commission Expires April 3, 1988