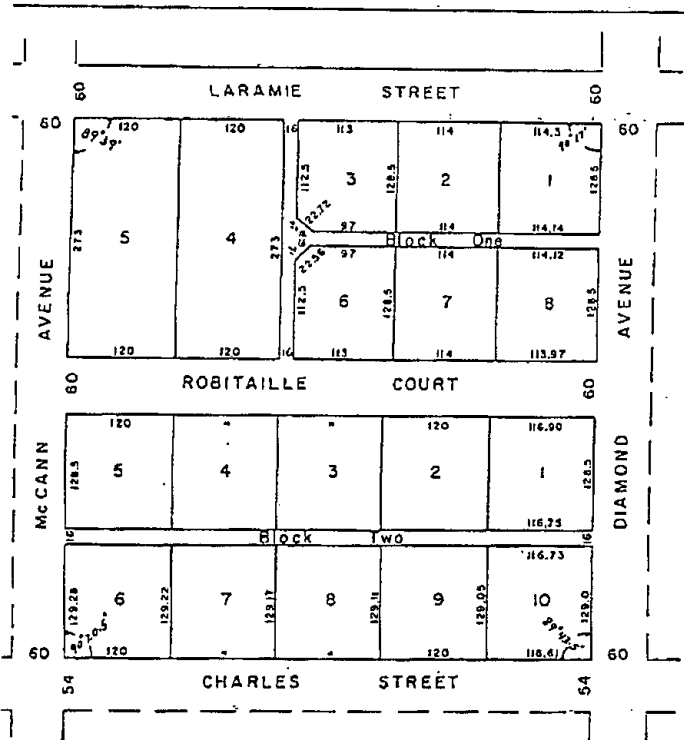




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\$51004

1st State of Wyoming 18
 County of Laramie
 We were on the 4th day of August
 1961 at Cheyenne, Wyoming, and
 personally appeared Eli J. Robitaille
 and Stella S. Robitaille, who are
 the persons whose names are
 subscribed to the foregoing plat, and
 they acknowledged to me that they
 are the persons whose names are
 subscribed to the foregoing plat.
 Given under my hand and seal of office
 this 4th day of August, 1961.
 County Clerk of Laramie County, Wyoming
 Andrew W. ...

SURVEYOR'S CERTIFICATE

The State of Wyoming } ss
 County of Laramie
 I, Malcolm D. Martin, of Cheyenne, Wyoming, hereby certify that this plat of ROBITAILLE SUBDIVISION, SECOND FILING, was made from notes taken during an actual survey made under my direction in August, 1961 and that it correctly represents 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 I further certify that the land embraced in this subdivision is all of Tracts 13, 14, 15, and 16, Sunnyside Addition, 3rd Filing, Laramie County, Wyoming.

Malcolm D. Martin
 Wyo. Reg. No. 228

DEDICATION

Know all men by these presents, that Eli J. Robitaille and Stella S. Robitaille, owners in fee simple of the land embraced in this plat and description of ROBITAILLE SUBDIVISION, SECOND FILING, a subdivision of Tracts 13, 14, 15, and 16, Sunnyside Addition, Third Filing, Laramie County, Wyoming, do hereby declare this subdivision of the within described land, as appears on this plat, to be their free act and deed and in accordance with their desires, and do hereby dedicate to the use of the public forever all of the streets and alleys shown hereon.

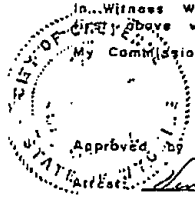
Witness: *Joseph L. Gray*
 Witness: *Joseph L. Gray*
Eli J. Robitaille
Stella S. Robitaille

ACKNOWLEDGEMENT

The State of Wyoming } ss
 County of Laramie
 On this 4th day of August, A.D. 1961, personally appeared Eli J. Robitaille and Stella S. Robitaille, 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 hereunto set my hand and affixed the seal of my office the day and date above written.
 My Commission expires May 2, 1965.

Joseph L. Gray
 Notary Public
 Residing at Cheyenne, Wyo.



APPROVALS

Approved by the City Commission of the City of Cheyenne, Wyoming this 4th day of August, A.D., 1961.
William H. ...
 City Clerk

Approved by the Board of County Commissioners of Laramie County, Wyoming this 4th day of August, A.D., 1961.
 Attest: *Jackie P. ...*
 County Clerk

Worth Story
 Mayor

Dave E. ...
 Chairman

ROBITAILLE SUBDIVISION, SECOND FILING
 A Subdivision of Tracts 13, 14, 15 and 16
 Sunnyside Addition, Third Filing
 Laramie County, Wyoming

Scale 1" = 100' August, 1961



ARCHITECTURAL CONTROL COMMITTEE

TO

THE PUBLIC

Declaration of Protective Covenants

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantor of all lands described below located in Laramie County, Wyoming as the same is more particularly described to wit:

**All of Lots 7 and 8, Block 1, Robitaille Subdivision, Second Filing
City of Cheyenne, Laramie County, Wyoming**

Subject to all easements, restrictions, and reservations of records, (hereafter "subject property") does hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of uses to which the subject property may be put:

1. **RESTRICTIVE USE.** The subject property shall be known and described as residential lots and will be restricted by covenants contained in these Declarations. It is intended that the subject property shall be used and occupied as Residential Single Family Homes and that the owners will have full enjoyment of the property, subject, however, to the covenants contained in these Declarations. It is the further intent of these covenants to protect and enhance the value, desirability and attractiveness of said property. Restrictions are kept to a minimum while keeping in focus the right of property owners to enjoy their property in attractive surroundings, free of nuisances, undue noise, and danger.
2. **ARCHITECTURAL CONTROL COMMITTEE.** An Architectural Control Committee for the subject property is hereby constituted. This committee is composed of Max Padilla and Charlene Padilla, or their successors as provided for herein. All notices to the Committee required herein shall be sent to: Architectural Control Committee for Lots 7 & 8 Block 1 Robitaille Subdivision, 1612

Greenstone Trail, Fort Collins, Colorado 80525. After all 4 lots have been initially sold, it is hereby directed that the individual property owners assemble and provide a panel of representatives comprised of current owners of record of Lots 7 and 8, Block 1, to form the Architectural Control Committee going forward. After all 4 lots are initially sold; Max Padilla and Charlene Padilla will relinquish all rights as members of the Architectural Control Committee. The Committee, or its representative, shall not be liable for any claims, charges, or damages of any nature whatsoever by reason of any action, inaction, approval or disapproval by the Committee, or its representatives, with respect to any submission or request made pursuant to this provisions, or any provision in this Declaration, or to this Article. Any approval or permission, granted by the Committee, shall not in any way be construed to mean acceptance of any submission to any private or governmental agency. Obtaining permits, applications, or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant, and any approval or permission granted by the Committee shall not in any way be construed to mean acceptance of any submission to any private or governmental agency.

3. **USE OF LOTS.** From and after the date of this Declaration, no structure other than a private single-family dwelling with an attached or detached garage, and additional small storage shed, shall be erected, placed, or permitted to remain on any lot of the subject property. Addition of a garage or storage shed must comply with city zoning ordinances. From and after the date of this Declaration any additions must comply with all applicable building codes, zoning laws, and the minimum building standards. Any activity of a noxious or offensive nature shall be not be conducted upon any lot of the subject property, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. No portion of any tract of the subject property shall be used or maintained as a dumping ground for rubbish or junk, specifically junked vehicles, unlicensed vehicles, vehicles which are not in running condition, or are in a state of disrepair, appliances, etc. Trash, garbage, or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No trash, litter, or junk shall be permitted to remain exposed upon the premises.

4. **CONSTRUCTION TIME:** Once construction is begun on any wall or fence, or storage shed on the subject property after the date of this Declaration, such construction shall be completed within six (6) months of the time such construction was begun.

5. **SITE IMPROVEMENTS:** No buildings, fencing, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns that exist through the subdivision as a whole. Owner shall sod or seed, and landscape at least the front yard of the property by the end of the first summer season.
6. **VEHICLES:** vehicles which are not in running condition or are in a state of disrepair shall not be parked anywhere on the subject property, or the public roadways adjacent to the subject property, more than 72 hours at any one time, or as a repeated practice. Trailers, boats, stock trailers, trailer campers, RV's, buses, carry-all trailers, horse trailers, trucks larger than general use pickups, hitches, boat campers, or like vehicular equipment shall not be habitually parked along any of the public roadways adjacent to the subject property or in the driveway of the particular owners property for more than 3 days. Owners of such vehicular equipment shall attempt to park such vehicles away from the general view of adjacent landowners and away from the roadway side of any house, or the front driveway, and preferably in their backyard area.
7. **FENCES:** Privacy fencing and/or boundary fencing is allowed. Any and all boundary fencing to be constructed subsequent to the time of the filing of these covenants shall not include barbed wire, sheep wire, chain link or steel "T" posts. Only the existing chain link along College Drive is allowed to remain.
8. **EASEMENTS:** Easements and rights of way as shown on the recorded plat are hereby reserved on the subject property for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephones, sewer, water, or any other public or quasi-public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction or repair.
9. **MAINTENANCE:** All owners shall maintain or provide for the maintenance of homes, improvements, and landscaping upon their lots.
10. **GENERAL PROVISIONS.**

Section 1. **Enforcement and Remedies.** These covenants, conditions, and restrictions may be enforced by any legal or equitable owner(s) or by the Committee, or the Declarants, ad their successors and assigns, by appropriate proceedings of law, or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available. The party found to have violated these covenants shall be

responsible for the reasonable attorney's fees included by the owners(s), Committee, or Declarants in the proceedings either to enjoin a violation or for the recovery of the damages. The failure to enforce or cause the abatement of any violation of the covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within these covenants.

Although it is a right, it is not the obligation, or the responsibility, of the Committee or Declarants to prosecute violation of these covenants. Under no circumstances shall an owner bring any claim, demand, or action against the Committee or Declarants relating in any way to a violation of the covenants by another owner.

Section 2. Duration and Amendment. The covenants and restrictions of this Declaration of Protective Covenants shall run with and bind the Subject Property for a term of 20 years from the date this Declaration of Protective Covenants recorded in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming, after which time they shall be automatically extended for successive periods of 10 years each, unless terminated at the end of any such period by written vote of the majority of the then record owners.

This Declaration of Protective covenants may be amended in whole or in part during the first 20 year period by a written instrument executed by a majority of the then recorded owners.

Any termination or amendment of this Declaration of Protective Covenants must also be approved in writing by the Declarants (or their successors) in order to be valid. Any termination or amendment, which has been approved by the Declarants, shall be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.


Whenever a vote of the owners is required in this Declaration of Protective Covenants, an owner shall be entitled to one (1) vote for each lot owned. Two or more persons owning a lot (e.g., joint ownership by a husband and wife, etc.) shall collectively be entitled to one (1) vote per lot.

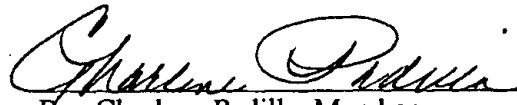
Section 3: Benefits and Burdens. The terms and provisions contained in this Declaration of Protective Covenants shall bind and insure to the benefit of the Declarants and the owners of the lots located within the subject property and their respective heirs, successors, personal representatives, and assigns.

Section 4: Severability. Invalidation of any one of the provisions or restrictions in this Declaration of Protective Covenants by Judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 5: Variances. Variances to any of the covenants contained herein may be granted by the Committee as appropriate in special cases and circumstances, at the sole discretion of the Committee, on an extremely limited case-by-case basis. The Committee as a whole must approve any and all variances in writing.

Section 6. Liability of Committee and Declarants. No owner or other individual with proper standing shall make any claim, demand, or take any action whatsoever against the Committee or it's designated representative, or Declarants, or any of their respective successors or assigns, and neither shall any of the aforementioned be liable to any owner for any damages of any nature whatsoever by reason of any action, inaction, approval, or disapproval whatsoever related in any way to any of the covenants, or provisions of this Declaration of Protective Covenants in its entirety.


By: Max Padilla, Member


By: Charlene Padilla, Member


STATE OF WYOMING

Ss.

COUNTY OF LARAMIE

The foregoing "Declaration of Protective Covenants for All of Lots 7 and 8, Block 1, Robitaille Subdivision", Max Padilla and Charlene Padilla, members of the Architectural Control Committee, this 23 day of May 2007, acknowledged City of Cheyenne, Laramie County, Wyoming before me.

Witness my hand and official seal.


Notary Public

My Commission expires: 6-30-07

