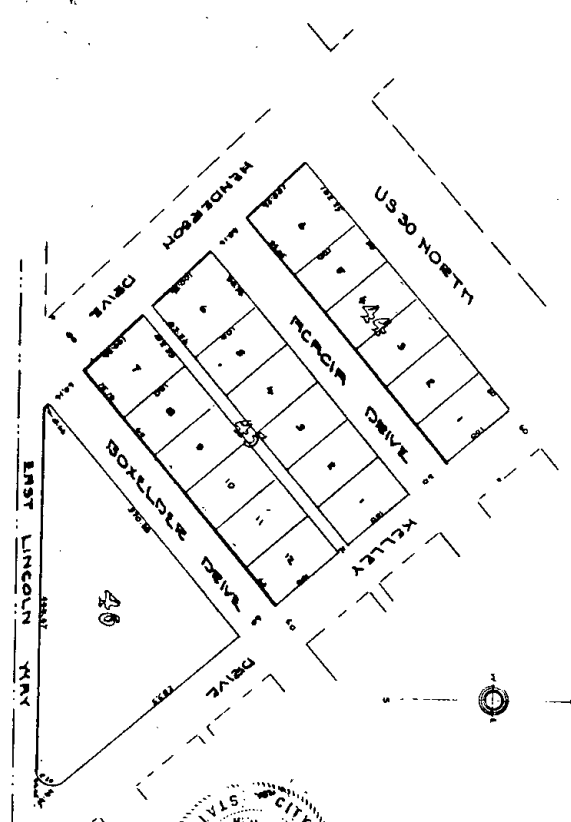




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ENGINEER'S CERTIFICATE

The State of Wyoming
 County of Cheyenne
 I, the undersigned, Engineer, do hereby certify that the plat hereon made from maps taken being an actual survey made under my direction in July 1934, and that it accurately represents the lots, blocks, streets and alleys as mentioned in the subdivision is of the book 25 of 28 filed in the office of the County Clerk, Cheyenne, Wyoming, and I further certify that the land embraced in the subdivision is of the block 25 of 28 filed in the office of the County Clerk, Cheyenne, Wyoming.

[Signature]
 Engineer Myo Reg. 719

DEDICATION

Know all men by these presents that I, Lech Leach, in fee simple of the land embraced in this plat and hereon shown, do hereby dedicate to the public use of the people of the State of Wyoming, Cheyenne County, Wyoming, the streets and alleys shown hereon, and do hereby dedicate to the use of the public the strip and area and in accordance with the address: *[Address]*

RECITALS

The State of Wyoming
 County of Cheyenne
 On this 22nd day of July, A.D. 1934, before me, personally appeared that Lech to me known to be the person whose name is subscribed to the foregoing and accepting dedication and acknowledged said instrument to be his free act and deed, and he has been duly identified to me by the person to whom I have referred, and he has acknowledged the same to me in my presence and in the presence of two witnesses, the commission expires December 1st, 1937.

[Signature]
 Notary Public
 residing at Cheyenne, Wyoming



Approved by the City Commission of the City of Cheyenne, Wyoming this 17th day of July, A.D. 1934.
[Signature]
 City Clerk

Approved by the Board of County Commissioners of Laramie County, Wyoming this 2nd day of August, A.D. 1934.
[Signature]
 County Chairman

LECH SUBDIVISION OF
 BLOCK 27, MOUNTAIN PARK
 OR PLING, CITY OF CHEYENNE,
 LARAMIE COUNTY, WYOMING
 SCALE: 1"=60'

HKD Homesite Company, a
corporation of Cheyenne, Wyoming,
and Hoyt Leech

to

Book 556 The Public
Page 64/69

* PROTECTIVE COVENANTS,
* Mountview Park, Sixth
* Filing, an Addition to
* the City of Cheyenne,
* Wyoming, being a sub-
* division of a portion of
* S 1/2 of NE 1/4 of
* Section 33-14-66.
*
* Dated August 4, 1954
*
* Recorded Aug 17, 1954
* at 10:27 A.M.

KNOW ALL MEN BY THESE PRESENTS: That all lots and blocks lying within Mountview Park, Sixth Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming, the same being a subdivision of a portion of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of Section Thirty-three (33), in Township Fourteen (14) North, Range Sixty-six (66) West of the Sixth Principal Meridian and situated in said Laramie County, as said addition appears on the official plat thereof which is on file and of record in the office of the Clerk of said County, are now owned and held subject to all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants by HKD Homesite Company, a corporation and Hoyt Leech, the undersigned owners thereof; and each of them does hereby covenant and agree that any subsequent grants of any of said lots and blocks shall be made subject to the following covenants and restrictions:

A. All lots in said Mountview Park, Sixth Filing, shall be known and are zoned under the provisions of Chapter 29, Ordinances of the City of Cheyenne, 1950, as follows:

RESIDENCE "A" DISTRICT

All of Blocks 38, 39, 40, 41, and Lots 1, 2, 3, 4, 5, 6, 7, Block 42,

RESIDENCE "B" DISTRICT

All of Lots 8, 9, 10, 11, 12, 13, 14, 15, Block 42.

BUSINESS "D" DISTRICT

All of Blocks 43 and 44, 45 and 46.

B. No building shall be erected, placed, or altered on any lot, lots or building plot in said Mountview Park, Sixth Filing until the building plans, specifications and plot plan showing the location of such building have been approved in writing by a majority of a committee composed of Harry B. Henderson, Hoyt Leech, and R. S. Grier, or their authorized representative, for conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to property and building setback lines. In the case of the death of any members of said committee, the surviving member or members shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within 30 days after plans have been submitted to it, or if no suit to enjoin the erection of such building, or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required. Said committee shall act and serve for 7 years, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the land records their authorized representative who thereafter shall have all the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.

C. No building shall be located on any A and B zone residential lot or building plot nearer than 20 feet to the front lot line nor nearer than 10 feet to any side street line, nor within 5 feet of the alley.

D. No structure shall be erected or placed on any building plot which plot has an area of less than 6000 square feet and only one structure shall be erected or placed on such building plot, except for garage. Each building plot shall have street and alley access.

E. No noxious or effensive trade or activity shall be carried on upon any lot or block shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood. No liquor shall be sold on any lot or block. No ashpits or incinerators shall be located near sidewalks or in front of the structures.

F. No trailer, basement, shack, garage, barn or other out-buildings erected in the subdivision shall at any time be used as a residence, temporarily as a residence, or permanently as such, nor shall any structures of a temporary character be used as a residence. No unsightly structures or those which may constitutes a nuisance shall be erected or maintained.

G. No one story dwelling shall have less than the requisite square feet of floor space or surface, exclusive of the basement, on any lot or building plot in the A and B zoned areas of the subdivision as set forth below:

- 900 square feet for dwellings without basements.
- 850 square feet for dwellings with basements.

H. The covenants above set forth are hereby declared by the undersigned owners of all of said property, to be binding upon all parties hereto, their heirs, successors, personal representatives, grantees, and assigns, and all persons claiming under them until January 1, 1977, at which time said covenants and each of them, shall be automatically extended for successive perios of ten years unless by a vote of the majority of the owners of the lots and blocks at that time, at a meeting convened for that purpose, it is agreed by such majority to change, alter, modify, abolish, or otherwise vary the covenants herein expressed, either in whole or in part.

I. If the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate, directly or indirectly, any of the covenants herein set forth, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate, directly or indirectly, any of the herein described covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

J. 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.

(CORPORATE SEAL)

Signed: HKD Homesite Company
By: Harry B. Henderson,
President

Witness: Willa E. Crider

Attest: Hoyt Leech

Acknowledged August 4, 1954, by Harry B. Henderson, President of HKD Homesite Company, in behalf of said corporation by authority of its board of directors as the free act and deed of said corporation, before Willa E. Crider, Notary Public, Laramie County, Wyoming.
(Notarial Seal)

Commission expires _____.

Acknowledged August 4, 1954, by Hoyt Leech, as his free act and deed, before A. H. Moeller, Notary Public, Laramie County, Wyoming. (Notarial Seal)

Commission expires December 10, 1957.

Reception No. 681185.

RAY PROUHET, THOMAS P. BLACK, JR.
d/b/a PROUHET-BLACK DEVELOPERS

DECLARATION OF PROTECTIVE
COVENANTS

TO

Dated January 11, 1963

THE PUBLIC

Recorded Jan. 11, 1963 at
4:30 P.M.

Book 745 Page 108/09

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

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

Block 45, Leech Subdivision of Block 37, Mountview Park, Sixth Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming

do hereby make this Declaration of Protective Covenants applicable to all of said described property.

1) No portion of said realty shall be used for any purpose except as a medical center and professional and auxiliary service establishments associated therewith, provided however that a reasonable number of office units may be utilized as non medical professional offices, but only to the extent that such use will not conflict in any way with the general use of the premises as a medical center.

2) Said building and use restriction is for the benefit of owner and any mortgage holder holding a recorded mortgage on a portion or all of said premises.

3) These Covenants are to run with the land and shall be binding on all parties and all parties claiming under them for a period of 25 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 all of the then owners and all holders of first mortgages on a portion or all of said premises, shall have been recorded, agreeing to change said Covenants in whole or in part.

4) An action to enforce these Covenants may be instituted by any owner or owners or by any first mortgagee of any portion of said realty and shall be by proceedings at law or in equity either to restrain violation or to recover damages against any person or persons violating or attempting to violate any covenant or covenants provided herein.

Dated this 11 th day of January, 1963.

Signed: Ray Prouhet

Thomas P. Black, Jr.

STATE OF WYOMING)
)
) SS.
)
COUNTY OF LARAMIE)

On this 11th day of January, 1963 before me personally appeared Ray Prouhet and Thomas P. Black, Jr., to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Signed: James J. Christensen
Notary Public

Notarial Seal. My Commission expires May 26, 1965.