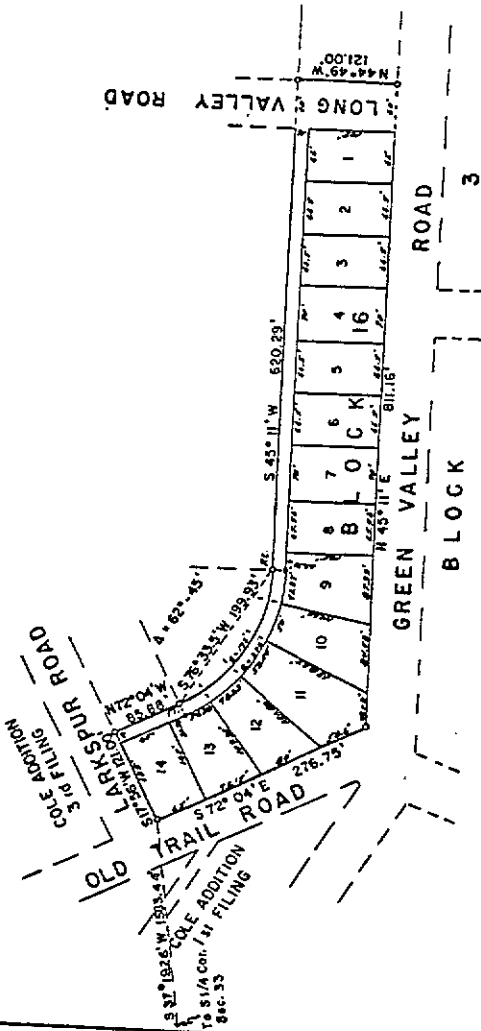




First American Title™

**These documents are provided by First American Title as a courtesy to you. Should you have any questions regarding these documents, please contact your Realtor or a Real Estate Attorney.**

*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.*



**SURVEYOR'S CERTIFICATE**

State of Wyoming ss  
County of Laramie ss

I, Malcolm D. Martin, of Cheyenne, Wyoming, hereby certify that this plat of COLE ADDITION, FOURTH FILING, City of Cheyenne, Laramie County, Wyoming, was made from notes taken during an actual survey made under my direction in July, 1939; 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 subdivision is either part of the SE 1/4, Section 33, T. 14 N., R. 66 W., 6th P.M., Laramie County, Wyoming, containing 2.89 acres, more or less, and being more particularly described as follows: City of Cheyenne, from which the S 1/4 bearing of said Section 33 bears S 37° 19' 28" W, a distance of 1583.44 feet; thence S 72° 04' E along the northerly boundary of Old Trail Road, City of Cheyenne, a distance of 276.75 feet to a point; thence N 45° 11' E, along the northerly boundary of Green Valley Road, City of Cheyenne, a distance of 811.16 feet to a point; thence N 45° 49' W, a distance of 121 feet to a point; thence S 45° 11' W, a distance of 620.29 feet to a point; S 76° 33.5' W, a distance of 199.93 feet to the point of longest; thence along chord bears a distance of 85.88 feet to a point on the easterly boundary of said Cole Addition, Third Filing; thence S 17° 56' W, along the easterly boundary of said Cole Addition, Third Filing, a distance of 121 feet to the point of beginning.

**ACKNOWLEDGEMENT**

The State of Wyoming ss  
County of Laramie ss

On this 6th day of July, A.D. 1939, before me, a Notary Public, in and for the State of Wyoming, personally appeared George L. Cole and Mary K. Cole, 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 herein mentioned. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office the day and year first above written.

My commission expires July 10, 1941

*Ernest R. Hayside*  
Notary Public

Reading of Cheyenne, Wyoming

**APPROVAL**

Approved by the City Commission of the City of Cheyenne this 6th day of July, A.D. 1939.

Attest *Walter H. ...*  
City Clerk

**APPROVAL**

Approved by the Board of County Commissioners of Laramie County, Wyoming, this 7 day of July, A.D. 1939.

Attest *Robert ...*  
County Clerk

8122754

**DEDICATION**

Know all men by these presents, that George L. Cole and Mary K. Cole, owners in fee simple of the land embraced in COLE ADDITION, FOURTH FILING, City of Cheyenne, Laramie County, Wyoming, do hereby declare the subdivision of said 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 *Ernest R. Hayside*

Witness *George L. Cole*  
*Mary K. Cole*

**GOLE ADDITION, FOURTH FILING**

City of Cheyenne,  
A Subdivision of Part of the SE 1/4 Section 33,  
T. 14 N., R. 66 W., 6th P.M.,  
Laramie County, Wyoming

Scale 1" = 100'

Note: Curved lot lines are chord lengths.

July 1939

Number

656-142/44

George L. Cole and Mary K. Cole, husband and wife; Frank M. Cole and Louise Cole, husband and wife; Louis E. Sletten and Edna Sletten, husband and wife; Lester P. Heacock, a single person; and Edward G. Cole, a single person,

to

The Public

\* DECLARATION OF PROTECTIVE COVENANTS FOR COLE ADDITION, THIRD FILING, TO THE CITY OF CHEYENNE, LARAMIE COUNTY, WYOMING; and for COLE ADDITION, FOURTH FILING, TO THE CITY OF CHEYENNE, LARAMIE COUNTY, WYOMING

\* Recorded July 30, 1959 at 4:08 P.M.

KNOW ALL MEN BY THESE PRESENTS: That all lots and blocks of Cole Addition, Third Filing, to the City of Cheyenne, Laramie County, Wyoming, as said addition appears on the plat thereof, and all lots and blocks of Cole Addition, Fourth Filing, to the City of Cheyenne, Laramie County, Wyoming, as said addition appears on the plat thereof, which plats are on file in the office of the County Clerk, Laramie County, Wyoming, are now under and held subject to the restrictions, conditions and covenants contained in this declaration by George L. Cole and Mary K. Cole, husband and wife, Frank M. Cole and Louise Cole, husband and wife, Louis E. Sletten and Edna Sletten, husband and wife, Lester P. Heacock, a single person, and Edward G. Cole, a single person, owners, and said owners do hereby covenant and agree that any subsequent grants of any lots and blocks of said Cole Addition, Third Filing, and said Cole Addition, Fourth Filing, shall be subject to the covenants and restrictions hereinafter set forth:

1. 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 two cars.

2. No building shall be erected, placed or altered on any lot until 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 finished 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, except in the case of corner lots, in which case the rear area of the lot may have a fence extending to the lot line on the side street.

(a) The architectural control committee is composed of George L. Cole, Mary K. Cole and Edwin Howell. In the event of death or resignation of any member of the committee, the remaining members shall have sole authority to designate a successor. The members of this committee or any future committee shall not 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 of a duly recorded written instrument to change the membership of the committee or to withdraw the committee, or restore to it any of its powers and duties.

3. No dwelling shall be permitted on any lot of less than 850 square feet of main structure for a one-story dwelling or less than 700 square feet for a dwelling for more than one story.

4. No noxious or offensive activity shall be carried on upon any lot.

Prohibit erecting a building on or construction of a building, other than a single-family dwelling, or other than as may be permitted by the covenants and restrictions herein. 42 USC 3604(c)

Number  
Continued  
656-142/44

5. 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. No old house or structure of any kind shall be permitted to be moved on any of the aforementioned lots and blocks.

6. These covenants shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) 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.

7. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

8. 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.

Witnessed:  
W. A. Swainson

Signed: George L. Cole  
Mary K. Cole  
Frank M. Cole  
Louise Cole  
Louis E. Sletten  
Edna Sletten  
Lester P. Heacock  
Edward G. Cole

Acknowledged July 20, 1959, by George L. Cole and Mary K. Cole, husband and wife; and Frank M. Cole and Louise Cole, husband and wife, before W. A. Swainson, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires January 8, 1962.

Acknowledged July 25, 1959, by Louis E. Sletten and Edna Sletten, husband and wife, before Charlie Greer, a Notary Public in Contra Costa County, California. (Notarial Seal) Commission expires July 9, 1961.

Acknowledged July 23, 1959, by Lester P. Heacock, a single person, before Karaway Kenton, a Notary Public in Los Angeles County, California. (Notarial Seal) Commission expires August 24, 1960.

Acknowledged July 28, 1959, by Edward G. Cole, a single person, before Jewell M. Chrisinger, a Notary Public in Flathead County, Montana. (Notarial Seal) Commission expires January 17, 1961.

\*\*\*\*\*

\*\*\*\*\*

\*\*\*\*\*

DECLARATION OF PROTECTIVE COVENANTS  
FOR COLE ADDITION

Dated December 3, 1954

The Public

Recorded December 3, 1954 at 3:00 P.

KNOW ALL MEN BY THESE PRESENTS: That all lots and blocks of COLE ADDITION to the City of Cheyenne, Laramie County, Wyoming, as said Cole Addition appears on the plat thereof, which is on file in the office of the said county, and are now owned and held subject to the restrictions, conditions and covenants contained in this declaration by George L. Cole and Mary K. Cole, husband and wife, and said owners do hereby covenant and agree that any subsequent grants of any lots and blocks of said Cole Addition shall be made subject to the covenants and restrictions hereinafter set forth.

The residential area covenants in their entirety shall apply to all (A) zone residential lots in Blocks 4, 5, 6, and 9 of Cole Addition, except certain lots in Blocks 4 and 5, which are now contemplated being sold to Laramie County School District # 1 for public school purposes, and shown on the official plat of said addition, on file in the office of the County Clerk of the County of Laramie, Wyoming.

1. 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 two cars.
2. No building shall be erected, placed or altered on any lot until 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 finished 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, except in the case of corner lots, in which case the rear area of the lot may have a fence extending to the lot line on the side street.
  - (a) The architectural control committee is composed of George L. Cole, Mary K. Cole and Edwin Howell. In the event of death or resignation of any member of the committee, the remaining members shall have sole authority to designate a successor. The members of this committee or any future committee shall not 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 of a duly recorded written instrument to change the membership of the committee or to withdraw the committee, or restore to it any of its powers and duties.
3. No dwelling shall be permitted on any lot of less than 850 square feet of main structure for a one-story dwelling or less than 700 square feet for a dwelling for more than one story.
4. No noxious or offensive activity shall be carried on upon any lot.



5. 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. No old house or structure of any kind shall be permitted to be moved on any of the aforementioned lots and blocks

6. These covenants shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after with 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.

7. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

8. 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 3rd day of December, 1954

Witnessed:  
Anna Vavra

Signed: George L. Cole  
Mary K. Cole

Acknowledged December 3, 1954, before Anna Vavra, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires August 28, 1956.

