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BOOK 735

RECORDED SEP 13 1962 AT 4:46 P.M. O'LOCK

335

RECEPTION NO. 989020 LESTER R. GOFF, Recorder

George L. Cole and Mary K. Cole, husband and wife; Cole Development Company, Inc., a corporation; The First Methodist Church, a corporation; Patrick J. Smyth and Floyce L. Smyth; John E. Peters and Marie R. Peters; Fred J. Uhlman and Joanne K. Uhlman; Maurice W. March and Betty L. March; Virgil B. Adams and Mabel C. Adams; Donald K. Cox and Marilynn L. Cox; James T. Hays and Patricia B. Hays; and John M. Hunter, Jr., and Cleo L. Hunter,

DECLARATION OF PROTECTIVE COVENANTS FOR COLE ADDITION, SIXTH FILING, TO THE CITY OF CHEYENNE, LARAMIE COUNTY, WYOMING

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS: That all lots and blocks of Cole Addition, Sixth Filing, to the City of Cheyenne, Laramie County, Wyoming, as said Cole Addition, Sixth Filing, 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; Cole Development Company, Inc., a corporation; The First Methodist Church, a corporation; Patrick J. Smyth and Floyce L. Smyth; John E. Peters and Marie R. Peters; Fred J. Uhlman and Joanne K. Uhlman; Maurice W. March and Betty L. March; Virgil B. Adams and Mabel C. Adams; Donald K. Cox and Marilynn L. Cox; James T. Hays and Patricia B. Hays; and John M. Hunter, Jr., and Cleo L. Hunter, do hereby covenant and agree that any subsequent grants of any lots and blocks of said Cole Addition, Sixth Filing, shall be made subject to the covenants and restrictions hereinafter set forth:

1. All of the area of this addition shall be classified as (A) Zone Residential in accordance with the zoning ordinance of the City of Cheyenne.
2. 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.
3. 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.

4. 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.

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

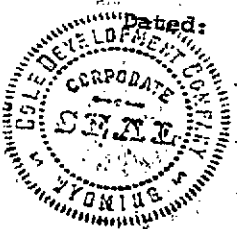
6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No old house or structures of any kind shall be permitted to be moved on any of the aforementioned lots and blocks.

7. 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.

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

9. 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: August 15, 1962



George L. Cole
George L. Cole

Mary K. Cole
Mary K. Cole

Attest:
Mary K. Cole
Secretary

Cole Development Company, Inc.,
a corporation, by:
George L. Cole
President

Attest:

Richard Allen
(Secretary) Board of Directors

The First Methodist Church, a
corporation, by:

W. W. Hulse
(President) Board of Directors

Patrick J. Smyth
Patrick J. Smyth

Floyd L. Smyth
Floyd L. Smyth

John E. Peters
John E. Peters

Marie R. Peters
Marie R. Peters

Fred J. Uhlman
Fred J. Uhlman

Joanne K. Uhlman
Joanne K. Uhlman

Maurice W. March
Maurice W. March

Betty L. March
Betty L. March

Virgil B. Adams
Virgil B. Adams

Mabel C. Adams
Mabel C. Adams

Donald K. Cox
Donald K. Cox

Marilynn L. Cox
Marilynn L. Cox

James T. Hays
James T. Hays

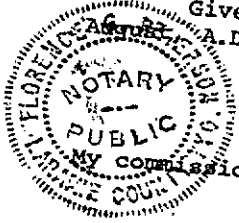
Patricia B. Hays
Patricia B. Hays

John M. Hunter, Jr.
John M. Hunter, Jr.,
Cleo L. Hunter
Cleo L. Hunter

THE STATE OF WYOMING)
County of Laramie) ss:

On this 14th day of August, 1962, before me personally appeared George J. Cole and Mary K. Cole and Secretary who, being by me duly sworn, did say that they are the President and the Secretary of Cole Development Company, Inc., a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said officers acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 14th day of August, A.D., 1962.



Florence G. Peterson
Notary Public

My commission expires: June 18, 1963

THE STATE OF WYOMING)
County of Laramie) ss:

On this 15th day of August, 1962, before me personally appeared H. W. H. H. H. and Richard G. G. G. that they are the President and the Secretary of The First Methodist Church, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said officers acknowledged said instrument to be the free act and deed of said corporation.



Given under my hand and notarial seal this 15th day of August, A.D., 1962.

Florence G. Peterson
Notary Public

My Commission expires: 6-18-63

BOOK 735

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THE STATE OF WYOMING)
) ss:
County of Laramie)

On this 15th day of August, 1962, before me personally appeared George L. Cole and Mary K. Cole; Patrick J. Smyth and Floyce L. Smyth; John E. Peters and Marie R. Peters; Fred J. Uhlman and Joanne K. Uhlman; Maurice W. March and Betty L. March; Virgil B. Adams and Mabel C. Adams; Donald K. Cox and Marilyn L. Cox; James T. Hays and Patricia B. Hays; and John M. Hunter, Jr., and Cleo L. Hunter, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and notarial seal, the 15th day of August, A.D., 1962.



Lawrence G. Peterson
Notary Public

My Commission expires: 1-15-63

DECLARATION OF PROTECTIVE COVENANTS
FOR COLE ADDITION

Dated December 3, 1954

The Public

Recorded December 3, 1954 at 3:00 P.M.

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.

