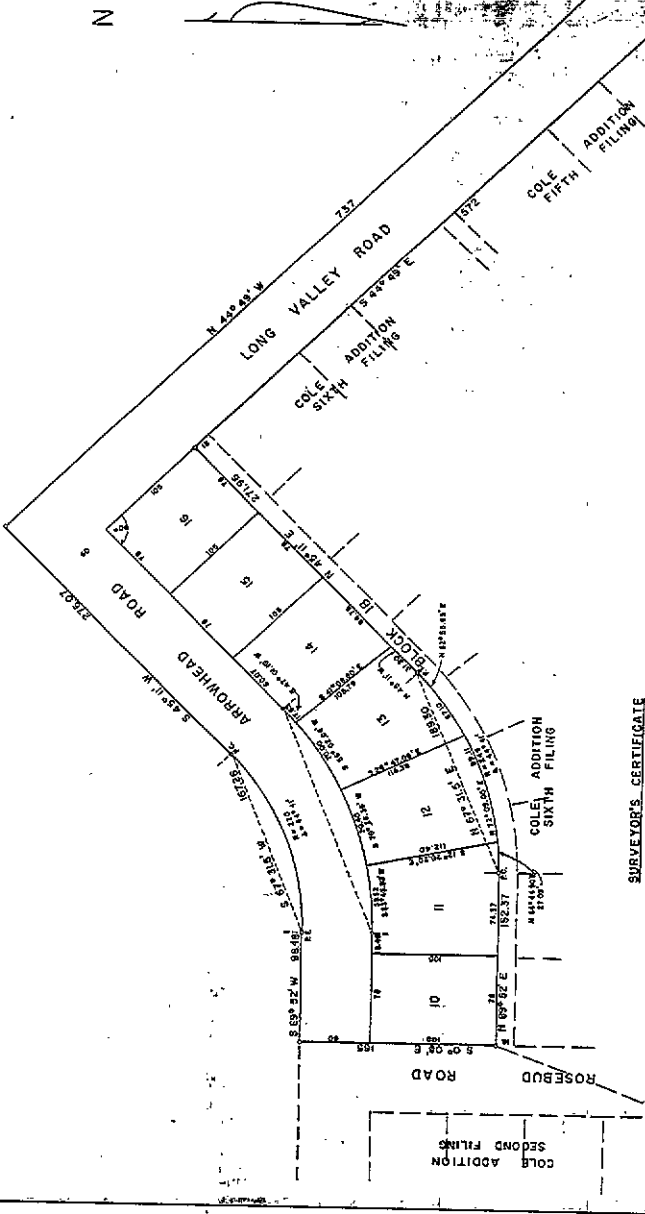




First American Title™

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**SURVEYOR'S CERTIFICATE**

The State of Wyoming } ss  
 County of Laramie } ss  
 I, Malcolm D. Worth, of Cheyenne, Wyoming, hereby certify that this plat of  
 COLE ADDITION, SEVENTH FILING, was made under my direction in July, 1962, from  
 back and fronts, as marked on the ground by iron pipe set at all the corners,  
 monuments in this addition, stakes set at all other lot corners and that this land  
 6th P.M., City of Cheyenne, Laramie County, Wyoming, containing 3.13 acres, more or  
 less, and being more particularly described as follows: Beginning 313 acres, more or  
 less, at the SE corner of Section 33, T 14 N., R. 66 W.,  
 which point the Station, 6th Filing, City of Cheyenne, Laramie County, Wyoming, from  
 207031 feet, thence N 89° 52' E, a distance of 152.37 feet to a point of curve; thence  
 6th Filing, a distance of 152.37 feet to a point of curve; thence N 14° 49' W, a  
 distance of 44.95 feet to the northerly boundary of Cole Addition, 6th Filing, on a  
 curve to the left whose radius is 240 feet and whose central angle is 100° 00' 00";  
 thence N 44° 49' E, a distance of 271.95 feet to the northwesterly corner of Cole Addi-  
 tion, 6th Filing, a distance of 572 feet to the southeasterly corner of Cole Addi-  
 tion, 6th Filing, a distance of 60 feet to the northerly boundary of Cole Addition,  
 4th Filing, thence N 44° 49' W, parallel to the easterly boundary of Cole Addition, 4th  
 Filing, a distance of 54.95 feet to the easterly boundary of Cole Addition, 6th  
 Filing, whose radius is 220 feet and whose central angle is 100° 00' 00"; thence  
 right, whose radius is 220 feet and whose central angle is 100° 00' 00"; thence  
 S 89° 22' W, a distance of 88.49 feet to the point of tangency; thence S 89° 22' W, a distance  
 of 88.49 feet to the point of tangency; thence S 89° 22' W, a distance of 88.49 feet  
 to the point of tangency; thence S 89° 22' W, a distance of 88.49 feet to the point of  
 tangency; thence S 89° 22' W, a distance of 88.49 feet to the point of tangency;  
 2nd Filing, a distance of 180 feet to the point of beginning.

*Malcolm D. Worth*  
 Wyo. Reg. No. 228

**APPROVALS**

Approved by the City Commission of the City of Cheyenne this 28th day of July, 1962.  
 Attest: *William H. Johnson*  
 City Clerk  
 radius is 240 feet and whose  
 Approved by the Board of County Commissioners of Laramie County, Wyoming  
 this 7th day of August, A. D., 1962.  
 Attest: *John E. Johnson*  
 County Clerk  
 Chairman

The Board of County Commissioners of Laramie County, Wyoming  
 do hereby certify that this plat of  
 COLE ADDITION, SEVENTH FILING,  
 was approved by the Board of County Commissioners of Laramie County, Wyoming,  
 on the 7th day of August, 1962.  
 Attest: *John E. Johnson*  
 County Clerk

**DEDICATION**

Know all men by these presents, that Cole Development Company, Inc., a Wyoming  
 corporation, owner in fee simple of the land embraced in this plat of COLE ADDI-  
 TION, SEVENTH FILING, do hereby dedicate to the public the use of the right of way  
 shown hereon, and do hereby dedicate to the use of the public forever all of the  
 streets shown hereon.

Attest: *George J. Cole*  
 Secretary  
 Cole Development Company, Inc.,  
*George J. Cole*  
 President

**ACKNOWLEDGEMENT**

The State of Wyoming } ss  
 County of Laramie } ss  
 On this 23rd day of August, 1962, personally appeared George L. Cole and Mary  
 K. Cole, to me known to be the President and Secretary, respectively, of Cole  
 Development Company, Inc., and acknowledged the above and foregoing Dedication  
 to be the act and deed of said Corporation and that, by authority of its  
 Board of Directors, they had signed and sealed this Dedication on behalf of said  
 Corporation.  
 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 March 29, 1966.  
 Attest: *Thomas J. Brown*  
 Notary Public  
 Residing at Cheyenne, Wyoming

**DEDICATION**

Know all men by these presents, that George L. Cole and Mary K. Cole, owners in fee  
 simple of the land embraced in this plat and description of COLE ADDITION, SEVENTH  
 FILING, do hereby dedicate to the public the use of the right of way shown hereon,  
 and do hereby dedicate to the use of the public forever all of the streets and other  
 lands shown hereon, and do hereby dedicate to the use of the public forever all of the  
 lands shown hereon, and do hereby dedicate to the use of the public forever all of the  
 lands shown hereon.

Attest: *Thomas J. Brown*  
 Notary Public  
 Residing at Cheyenne, Wyoming

**ACKNOWLEDGEMENT**

The State of Wyoming } ss  
 County of Laramie } ss  
 On this 23rd day of August, A. D., 1962, 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 owners in fee simple of the land embraced in this plat, and do hereby dedi-  
 cate to the public the use of the right of way shown hereon, and do hereby dedi-  
 cate to the public forever all of the streets and other lands shown hereon, and do  
 hereby dedicate to the use of the public forever all of the lands shown hereon.  
 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 March 29, 1966.  
 Attest: *Thomas J. Brown*  
 Notary Public  
 Residing at Cheyenne, Wyoming

**COLE ADDITION, SEVENTH FILING**

City of Cheyenne  
 A Subdivision of Part of the SE/4, Section 33,  
 T. 14 N., R. 66 W., 6th P.M.  
 Laramie County, Wyoming  
 Scale 1" = 60'  
 Notes Curved for lines are chord lengths.  
 August, 1962

T. A. Baldwin  
 Com. Engineer

Number

George L. Cole and Mary K. Cole, husband and wife, and Cole Development Company, Inc.

to

The Public

- \* DECLARATION OF PROTECTIVE
- \* COVENANTS FOR COLE ADDITION,
- \* SEVENTH FILING, TO THE CITY
- \* OF CHEYENNE, LARAMIE COUNTY,
- \* WYOMING
- \* Dated
- \* Recorded

KNOW ALL MEN BY THESE PRESENTS: That all lots and blocks of Cole Addition, Seventh Filing, to the City of Cheyenne, Laramie County, Wyoming, as said Cole Addition, Seventh 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, husband and wife, and Cole Development Company, Inc., and said owners do hereby covenant and agree that any subsequent grants of any lots and blocks of said Cole Addition, Seventh 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, Frank 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.

WITNESS:

George L. Cole  
Mary K. Cole

COLE DEVELOPMENT COMPANY, INC.

By George L. Cole  
 President

ATTEST:

W. H. White  
 Secretary



The State of Wyoming ) ss  
 County of Laramie

On this 14<sup>th</sup> day of August, 1962, before me personally appeared George L. Cole and Mary K. Cole, his wife, 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 14<sup>th</sup> day of August, A.D., 1962.

W. H. White  
 Notary Public

My Commission expires: 12/31/62

BOOK 133

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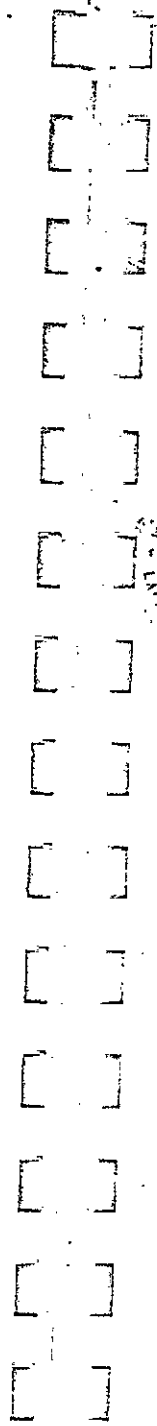
The State of Wyoming ) ss  
County of Laramie )

On this 17th day of August, A.D. 1962  
before me appeared George L. Cole, to me personally known, who,  
being by me first duly sworn, did say that he is the President  
of Cole Development Company, Inc., the Corporation which executed  
the foregoing instrument; that the seal affixed to said instrument  
is the corporate seal of said Corporation; that said instrument  
was signed and sealed on behalf of said Corporation by authority  
of its Board of Directors; and said George L. Cole acknowledged  
said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed  
my notarial seal on the day and year in this certificate first  
above written.

[Signature]  
Notary Public

Commission expires: Jan 1, 1966



DECLARATION OF PROTECTIVE COVENANTS  
FOR COLE ADDITION

Dated December 3, 1954

to

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.

