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ENGINEER'S CERTIFICATE

The State of Wyoming... I hereby certify that the map of Cole Addition for the City of Cheyenne... contains 599 lots and 573 lots...

DEDICATION

Know all men by these presents that George A. Cole, Mayor of Cheyenne and Fred C. Stinking, owners in fee... have dedicated the subdivision of the land described here as Cole Addition to the use of the public...

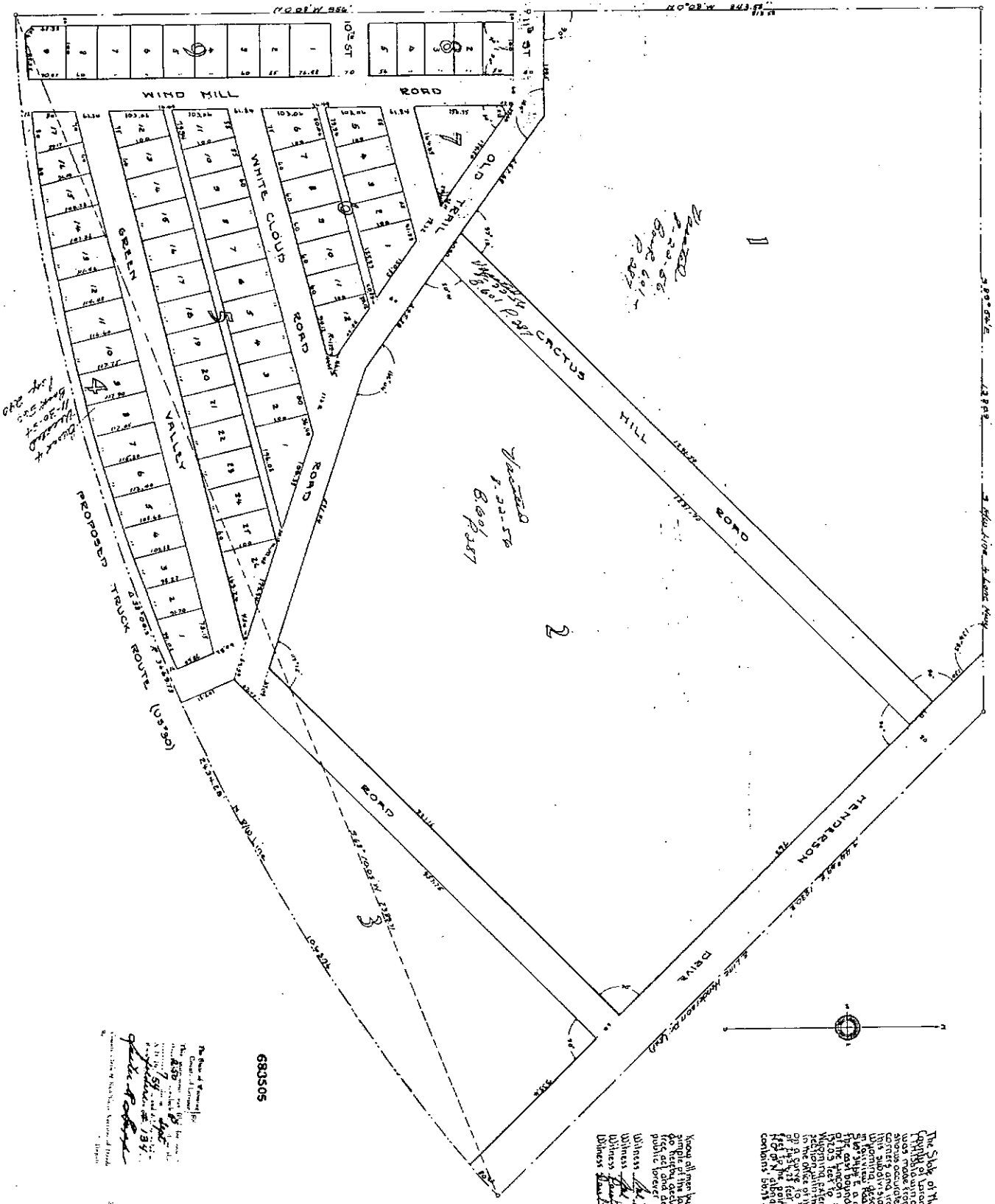
ACKNOWLEDGEMENT

The State of Wyoming... I, George A. Cole, Mayor of Cheyenne, do hereby certify that the foregoing dedication and acknowledgment... was made and acknowledged before me...

APPROVED... I, Fred C. Stinking, Mayor of Cheyenne, do hereby certify that the foregoing dedication and acknowledgment... was made and acknowledged before me...

APPROVED... I, David J. Smith, Chairman of the Board of Public Utilities, do hereby certify that the foregoing dedication and acknowledgment... was made and acknowledged before me...

COLE ADDITION TO THE CITY OF CHEYENNE LARAMIE COUNTY WYOMING August 1954



BOOK 560

RECORDED DEC 3 1954 AT 3:00 PM 317  
EXCEPTION No. 693310 LESTER R. COFF, Recorder

GEORGE L. COLE and MARY K. COLE,  
Husband and Wife,

TO

THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS  
FOR COLE ADDITION

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 ele-

vation. 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 structures 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.

Dated this 3rd day of December, 1954.

WITNESS:

Anna Adams George L. Cole  
May H. Cole

THE STATE OF WYOMING }  
COUNTY OF LARAMIE } SS

On this 3rd day of December, 1954, before me personally appeared George L. Cole and May H. Cole, husband and wife, to me known to be the persons who executed the foregoing instrument in writing, and acknowledged that they executed said instrument as their free act and deed.

WITNESS my hand and official seal this 3rd day of December, 1954.

Anna Adams  
Notary Public



My commission expires August 29, 1956