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ENGINEER'S CERTIFICATE

The State of Wyoming
County of Laramie
I, H. Baldwin of Cheyenne, Wyoming, hereby certify that this map was made from notes taken during an actual survey made under my direction during February 1953, that it accurately represents the lots, blocks, streets and alleys as marked on the ground by iron pipe set at all lot corners and that the land embraced in this subdivision is all of the West 37 1/2 feet of Tract 20 of DELL RANGE ADDITION, A subdivision of the W 1/2 Section 22, T. 14 N., R. 65 W., 64 PM, Laramie County, Wyoming.

Wyo. Reg. # 19

H. Baldwin
Engineer

DEDICATION

Know all men by these presents, that Hattie M. Cole, owner in fee simple of the land embraced in this subdivision of the within described land, does hereby declare the subdivision of said lands as appears on this plat to be her free act and deed and in accordance with her desires and does hereby dedicate to the use of the public forever all of the streets and alleys shown hereon. Dated this 27th day of Feb. AD. 1953.

Hattie M. Cole
Witness

ACKNOWLEDGEMENT

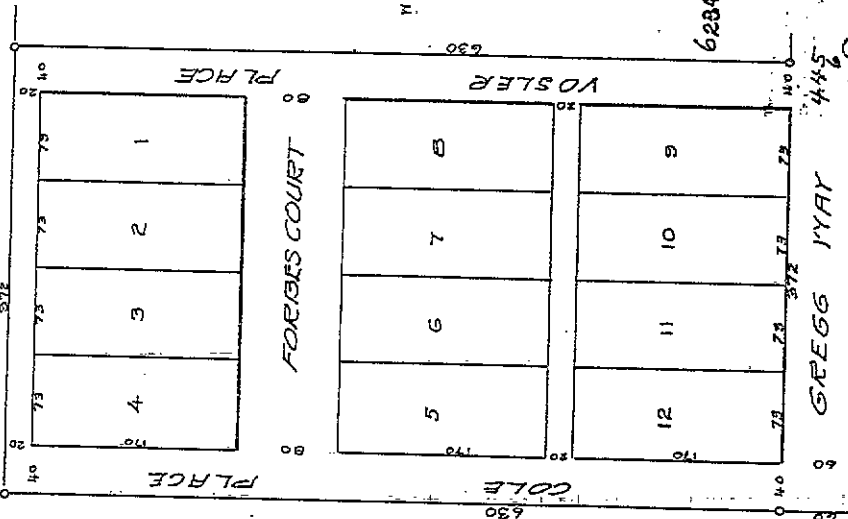
The State of Wyoming
County of Laramie
On this 27th day of Feb. 1953 before me, a Notary Public in and for the State of Wyoming, personally appeared Hattie M. Cole, to my known to be the person described in and who executed the within and foregoing dedication and acknowledged said instrument to be her free act and deed and for the purpose therein mentioned.

In witness whereof I have hereunto set my hand and offered the seal of my office the day and year first above written.

Hattie M. Cole
Notary Public
Residing at Cheyenne, Wyo.

COLE HEIGHTS

A SUBDIVISION OF
THE WEST 37 1/2 FEET OF TRACT 20
DELL RANGE ADDITION
LARAMIE COUNTY, WYOMING
Scale 1"=80
February 1953



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Amalgamated Land Development Inc.

DECLARATION OF PROTECTIVE COVENANTS

in re

S $\frac{1}{2}$ of Lots 1 and 4 and Lots 2 and 3, Cole Heights

Dated Octob. 26, 1960

Recorded Oct. 26, 1960 at 4:28 P.M.

Book 690

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The undersigned, being the owner in fee simple of the following described property situate in Laramie County, Wyoming to-wit: South 1/2, Lots 1 and 4 and lots 2 and 3, Cole Heights, 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 lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot, other than one-family dwellings not to exceed two 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 the 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 location with respect to topography and finish grade elevations. All construction shall be new and no building or buildings may be moved from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing.

3) No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porches and garages, shall be less than 900 square feet or 720 square feet in a story and one half structure with 1,000 square feet of finished living area, or 530 square feet in a two story structure with 1,000 square feet of finished living area, and all structures shall be constructed of at least 20% brick, masonry or comparable building material.

4) No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 10 feet to any side street line, and no building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building set back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. In the event that a house is turned on a corner lot to face the side street, the set-back at the front of the lot shall be 25 feet, and the set-back line on the side street shall be 25 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5) No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than 6000 square feet.

6) Easements and/or alleys for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

(Continued Next Page)

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).

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).

8) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any house trailer be permitted to remain on any lot.

9) No person shall be allowed to keep, breed or raise chickens, turkeys, horses, cows, cattle, sheep or other domestic farm animals on any lot or erect thereon any buildings designed to house the same. This restriction shall not be construed to prohibit any person from keeping cats, dogs or other household pets on any lot, providing they are not kept, bred or raised for commercial purposes.

10) The architectural control committee is composed of the following persons: Ira E. Carfield, Frank W. Vosler, Florance K. Vosler. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to the committee any of the powers and duties.

11) The Committee's approval or disapproval as required by these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove, within 30 days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

12) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty 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 a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

13) In the event that anyone shall violate any of these covenants, it shall be lawful for any owner of a lot or lots in the area to maintain an action in law or equity against the person or persons so violating the covenants in order to restrain or enjoin the violation thereof.

14) Invalidation of any of these covenants by judgment or court order in no way affects any of the other provisions, which shall remain in full force and effect.

15) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

16) Entire property described is zoned Residential.
Dated this 26th day of Octob. 1960.

One Witness

Signed: AMALGAMATED LAND DEVELOPMENT, INC.

Corporate Seal

By: Ira E. Carfield, President

Acknowledged October 26, 1960 before Walt C. Urbigkit, Jr.
Notary Public, Laramie County, Wyoming. (Notarial Seal)
Commission expires August 18, 1964.

Reception No. 918949.