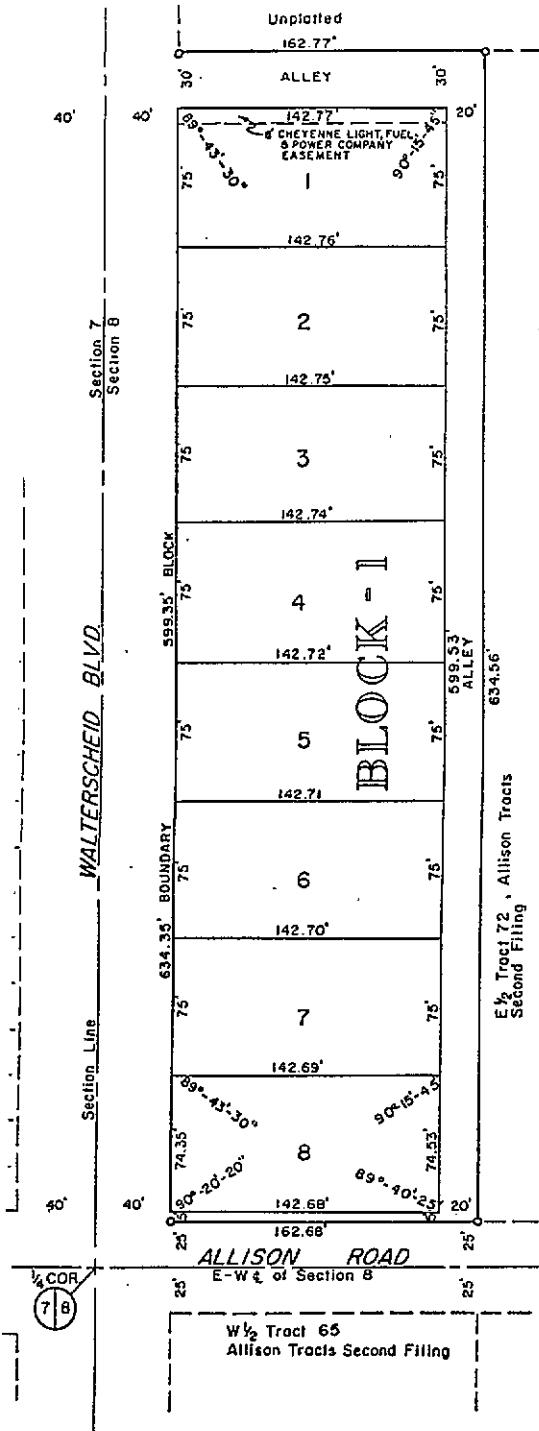




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ENGINEERS

STATE OF WYOMING
COUNTY OF LARAMIE

I, E. Philip Kelley, a Professional Engineer and Land Surveyor registered in the State of Wyoming hereby certify that this plat of FLO-M SUBDIVISION, was made from notes taken during an actual survey made in March 1971 by me of the land described herein and that this plat correctly and accurately shows the Lots, Blocks, Streets and Alleys as marked on the ground with 1/2" iron pipes set at the corners and that I further certify that the land embraced within this subdivision is a portion of the S 1/2 SW 1/4 NW 1/4 of Section 8, T13N., R.66W., 6th. P.M., Laramie County, Wyoming presently platted on the official plat of Allison Tracts, Second Filing, as filed for record with the County Clerk and Ex-Officio Registrar of Deeds for Laramie County, Wyoming as the west 1/2 of Tract 72 shown thereon.

E. Philip Kelley
Wyoming Reg./638

218447

This instrument was filed for record at 3:50 o'clock P.M. on the 24 day of March, A.D. 1971 and duly recorded in Book 252 on page 252.
John B. Harrison
County Clerk & Ex-Officio Registrar of Deeds
By *Barbara Carson*

DEDICATION

Know all men by these presents that R. J. Walterscheid and Flo M. Walterscheid husband and wife owners in fee simple of the west 1/2 of Tract 72, Allison Tracts, Second Filing do hereby declare that the subdivision of said land as it appears on this plat is their free act and deed and in accordance with their desires and hereby dedicate to the use of the public forever all of the streets and alleys.

Witness: *Katherine S. Smith* *R. J. Walterscheid*
Katherine S. Smith R. J. Walterscheid
Witness: *Katherine S. Smith* *Flo M. Walterscheid*
Katherine S. Smith Flo M. Walterscheid

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me on this 22 day of February, 1971.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires 2/12/74



APPROVALS

Approved by the Planning Commission of the City of Cheyenne this 15 day of March, 1971

Attest: *Patricia J. Porembek* Secretary
James D. White Chairman

Approved by the City Commission of the City of Cheyenne this 22 day of March, 1971

Attest: *James B. McFarland* City Clerk
George Zaccaro Mayor

Approved by the Board of County Commissioners of Laramie County this 23 day of March

Attest: *John B. Harrison* County Clerk
Albert C. Hoala Chairman of the Board

N

**FLO - M
SUBDIVISION**

of the W 1/2 of Tract 72; Allison Tracts, Second Filing, being situated in the S 1/2 SW 1/4 NW 1/4 of Section 8, T13N., R.66W., 6th P.M., Laramie County, Wyoming.

SCALE 1" = 50'

MARCH 1, 1971

E. P. KELLEY & ASSOCIATES
CIVIL ENGINEERS LAND SURVEYORS
MATERIAL TESTING
311 WEST 19TH STREET PHONE 307-635-5668
CHEYENNE, WYOMING 82001



BOOK 922

30

DECLARATION OF PROTECTIVE COVENANTS ON FLO-M SUBDIVISION
of W 1/2 Tract 72, Allison Tracts, 2nd. Filing,
an Addition to the City of Cheyenne, Laramie
County, Wyoming.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned
R. J. Walterscheid and Flo M. Walterscheid, Husband and Wife,
being the present owners of all the premises in W 1/2 Tract 72,
Allison Tracts, 2nd. Filing, and Addition to the City of Cheyenne,
Laramie County, Wyoming, being a part of the S 1/2, SW 1/4 of
Section 8, Township 13 N., Range 66 West of the 6th P. M.,
Laramie County, Wyoming, do hereby covenant and agree that all
of the premises therein contained are held subject to and with the
benefit of all the restrictive condition, covenants, charges and
agreements contained in the within Declaration of Protective
Covenants and they do further hereby covenant and agree that any
subsequent grants of any of the said lots now owned by them shall
be subject to the covenants and restrictions hereinafter set forth:

RECORDED MAR 24 1971 AT 3:56 O'CLOCK PM
RECEPTION NO. 218268 JOHN B. HUIEMAN, Recorder

1. All lots shall be used for residential purposes only and no structure shall be erected on any lot or building plot other than a one-family dwelling house or Mobil home and a private garage for not more than two cars.
2. No building shall be located on any residential lot or building plot, nearer than 25 feet to the front lot line nor nearer than 10 feet to the side lines thereof, and a detached garage shall be 40 feet or more from the front lot line.
3. Unlicensed vehicles or parts thereof, shall not be stored on the property.
4. Mobil homes shall be no less than 500 Sq. feet, and must be skirted or enclosed from bottom of trailer to ground, within 45 days after the Mobil home is placed on the property.
5. No structure or facility, other than a dwelling constructed in keeping with the covenants herein, shall be used as a residence either temporarily or permanently.
6. No dwelling shall be constructed which shall contain a habitable floor area on the ground floor, exclusive of basements, porches and garages, of less than 900 Sq. feet.
7. No business, trade or profession shall be carried on upon any lot nor shall any noxious, illegal or offensive activity be carried on upon any lot which may become an annoyance or nuisance to the neighborhood.
8. No animals or poultry of any kind other than house pets shall be kept on or maintained on any part of said premises. All pets to be chained or kept within fenced area and not allowed to run loose outside of owners property.
9. ENFORCEMENT. 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.

10. SEVERABILITY. Invalidation of any one of the covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The foregoing covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded and said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots covered thereby it is agreed to change said covenants in whole or in part.

Dated this 8th day of March, 1971.

R. J. Walterscheid
Flo M. Walterscheid

STATE OF WYOMING

COUNTY OF LARAMIE

On this 8th day of March, 1971, before me personally appeared R. J. Walterscheid and Flo M. Walterscheid, 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 for the uses and purposes set forth therein.

Given under my hand and notarial seal this 8th day of March, 1971.

Tom Seal
Notary Public

