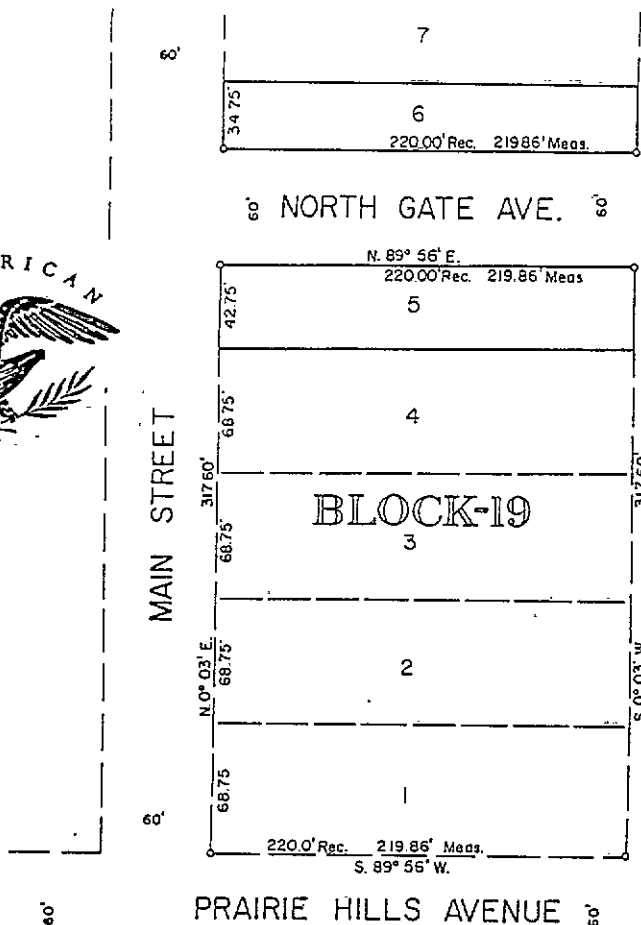




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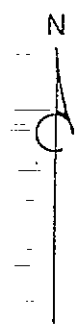
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Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.



The State of Wyoming } ss
 County of Laramie }
 This instrument was filed for record
 at 1:54 p.m. on the 12th day of February
 1970 at Cheyenne, Wyoming and duly recorded in
 Book 247, Page 117.

John B. Williamson
 County Clerk & Ex-Officio Register of Deeds
 Wyoming



CORNERS MARKED AS SHOWN

ENGINEERS CERTIFICATE

I, E. Philip Kelley, a Professional Engineer and Land Surveyor registered in the State of Wyoming hereby certify that this plat of North Gate Avenue was made from notes taken during an actual survey and that said plat accurately represents the street as marked on the ground by T-Bar Monuments set at the corners and I further certify that the land embraced in this street is the North 26 feet of Lot 5 and the South 34 feet of Lot 6, Block 19, North Cheyenne, a subdivision of part of the SE 1/4 of Section 13, T. 14 N., R. 67 W., Laramie County, Wyoming, containing 0.30 Acres more or less.

E. Philip Kelley
 Wyoming Reg. 638

DEDICATION

Know all men by these presents that the Crescent Investment Company, a partnership, owner in fee simple of the land described as the North 26 feet of Lot 5, and the South 34 feet of Lot 6, Block 19, North Cheyenne, Laramie County, Wyoming, do hereby declare the subdivision said land as it appears on this plat to be its free act and deed and in accordance with its desires and hereby dedicates to the use of the public forever North Gate Ave. shown hereon and said partnership has authorized Edward F. Murray, Jr. to execute this dedication.

Edward F. Murray, Jr.
 Edward F. Murray, Jr.

ACKNOWLEDGEMENT

State of Wyoming } ss
 County of Laramie }
 The foregoing instrument was acknowledged before me this 12 day of February, 1970
 Withness my hand and of official seal



Phillip A. Shinde
 Notary Public

NORTH GATE AVENUE

A SUBDIVISION OF THE NORTH 26 FEET OF LOT 5 AND THE SOUTH 34 FEET LOT 6, BLOCK 19 NORTH CHEYENNE
 A SUBDIVISION OF PART OF SE 1/4, SECTION 13, T 14 N., R 67 W. LARAMIE, COUNTY
 FEBRUARY 1970
 SCALE 1"=50'

APPROVALS

Approved by the Board of County Commissioners of the County of Laramie this 23 day of March, 1970
John B. Williamson
 County Clerk

Approved by the City Commission of the City of Cheyenne this 2 day of March, 1970
John B. Williamson
 Chairman of the Board

Approved by the City Commission of the City of Cheyenne this 2 day of March, 1970
John B. Williamson
 City Clerk

John B. Williamson
 Mayor



E.P. KELLEY & ASSOCIATES
 311 WEST 19th STREET
 CHEYENNE, WYOMING 82001

U. A. L. EMPLOYEES BUILDING
ASS'N, et al,

* DECLARATION OF PROTECTIVE
* COVENANTS FOR NORTH CHEYENNE

to

* Recorded July 31, 1956
* at 1:21 P.M.

601-77/82 The Public

Recites:

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being the present owners of all lots and blocks of North Cheyenne, Laramie County, Wyoming, the same being a Sub-division of a portion of Section 13, Township 14 North, Range 67 West of the 6th P.M., Laramie County, Wyoming, as said subdivision appears on the official plat thereof which is on file and of record in the office of the Clerk of said County, do hereby covenant and agree that all of the above described property is held subject to the restrictions, conditions, and covenants contained in this Declaration of Protective Covenants, and said owners do covenant that subsequent conveyances of said lots and blocks shall be subject to the following covenants and restrictions.

Restrictions imposed by a recorded
declaration of covenants and
on this date, 1956, 1957, 1958,
1959, 1960, et al, and the
hereby agreed to in order with
testament value of this copy.

1. Lots 1, 2, and 3, Block 8, North Cheyenne, may be used for either business or residential purposes at the option of the owners. If used for business purposes, the use shall be limited to the operation of retail stores. All other lots in said North Cheyenne shall be residential lots, and all buildings erected thereon shall be either one-family dwellings or two-family duplex units. Residential lots shall not have garages constructed thereon for 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 as to location with respect to topography and finish grade elevation.

3. No dwelling for one family shall be permitted unless it shall have not less than 860 square feet, exclusive of porches and garages, on the ground floor of the main structure and no two-family duplex units shall be permitted unless each unit shall have not less than 600 square feet, exclusive of porches and garages.



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4. No building shall be located on any residential lot nearer than 25 feet from the front line, or nearer than 20 feet from any side street line. Nor shall any building be located on a residential lot nearer than 5 feet from an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No building shall be located on any residential lot nearer than 15 feet from the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a 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 forty-five feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 4950 square feet.
6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.
7. 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.
8. The architectural control committee hereinbefore referred to is composed of the following: Wilbur L. Mead, whose term shall expire August 1, 1957; Walter R. Humphrey, whose term shall expire August 1, 1958; and J. A. Combs, whose term shall expire August 1, 1959.
9. As the term of each member expires or is terminated for any reason, the remaining members shall designate a successor. No member shall be eligible to succeed himself who has served for a full three years. The committee shall elect a chairman and secretary and regular minutes shall be kept covering the activities of the committee. A majority of the committee may designate one of the committee to act as a representative for the committee. Neither the members of the committee, nor its designated representative, shall 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 through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committees' approval or disapproval shall be in writing; and in the event of disapproval, the reasons shall be stated. 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.
10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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11. 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.

12. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

13. No lot shall be used or maintained as a dumping ground for rubbish. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State of Wyoming. Approval of such system as installed shall be obtained from such authority.

15. 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 twenty-five 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.

16. 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.

17. Notwithstanding anything herein to the contrary, these covenants shall not be applicable to any specific use of land or structure erected thereon existing on the filing of these covenants.

18. 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.

Signed: U.A.L. EMPLOYEES BUILDING ASS'N.
By: William C. Fryer, President
Tom W. Neal, Secretary

(Corporate Seal)

Acknowledged June 5, 1956, by William C. Fryer and Tom W. Neal, President and Secretary, respectively, of the U.A. L. Employees Building Ass'n., in behalf of said corporation by authority of its board of directors, before Donna M. Waxham, a Notary Public in Laramie County, Wyoming.
(Notarial Seal) Commission expires June 2, 1959.

Signed: Carleton A. Lathrop
Wayne L. Wade
Clifford J. Altstadt
Horton F. Steinmeyer

Marshall A. Adams
Philip E. Johnson
Wilbur L. Mead

Marie Lathrop
Leona M. Wade
Ione A. Altstadt
Genevieve Irene
Steinmeyer
Dorothy E. Adams
Dorothy M. Johnson

Continued
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Signed: Dean F. Covert
Laverne S. Nelson
Leonard P. Bemel
Leon E. Hebert, Jr.
John L. Huntley
Gus W. Bordner
Edmund J. Malone
Stanley E. Carlson
J. A. Combs
John W. Roberts
Edward L. Tafoya
Norman H. Hall
Martin C. Yates
Walter R. Humphrey
Crawford E. Blake, Jr.
Owen E. Mulcare
Lawrence M. Hickman
Thomas H. Evans
Robert D. Wilson
Jacob L. Weickum
Henry Weickum
Edward Wilkinson
Bluford Rhodes
Joseph Vincent Hamilton
Cheyenne Lumber Co.

Faris F. Covert
Joy L. Nelson
Fern L. Bemel
Valier E. Hebert
Mary E. Huntley
Alma J. Bordner
Jean O. Malone
Cecile M. Carlson
Vivian V. Combs

Mary Jane Tafoya
Mariam Ruth Hall
Joan F. Yates
Ellen E. Humphrey
Phyllis R. Blake
Maxine K. Mulcare
Darline Hickman

Helen E. Wilson
Claudia T. Weickum
Leona M. Weickum
Mrs. Elma E. Wilkinson
Pauline Edna Rhodes
Mildred Mae Hamilton

By: C. F. W. Bloedorn, Pres.
By: A. D. Bloedorn, Secretary

(Corporate Seal)

Donovan H. Kurz

Shirley L. Kurz

By: Central Finance Co.
William Veta
William Leiter } Co-partners

Acknowledged June 12, 1956, by Carleton A. Lathrop and Marie Lathrop, Wayne L. Wade and Leona M. Wade, Clifford J. Altstadt and Ione A. Altstadt, Horton F. Steinmeyer and Genevieve Irene Steinmeyer, Marshall A. Adams, and Dorothy E. Adams, Philip E. Johnson and Dorothy M. Johnson, Dean F. Covert and Faris F. Covert, Laverne S. Nelson and Joy L. Nelson, Leonard P. Bemel and Fern L. Bemel, Leon E. Hebert, Jr., and Valier E. Hebert, John L. Huntley and Mary E. Huntley, Gus W. Bordner and Alma J. Bordner, Edmund J. Malone and Jean O. Malone, Stanley E. Carlson and Cecile M. Carlson, J. A. Combs and Vivian V. Combs, Edward L. Tafoya and Mary Jane Tafoya, Norman H. Hall and Mariam Ruth Hall, Martin C. Yates and Joan F. Yates, Walter R. Humphrey and Ellen E. Humphrey, Crawford E. Blake, Jr. and Phyllis R. Blake, Owen E. Mulcare and Maxine K. Mulcare, Lawrence M. Hickman and Darline Hickman, Robert D. Wilson and Helen E. Wilson, Jacob L. Weickum and Claudia T. Weickum, Henry Weickum and Leona M. Weickum, Edward Wilkinson and Mrs. Elma E. Wilkinson, Bluford Rhodes and Pauline Edna Rhodes, Joseph Vincent Hamilton and Mildred Mae Hamilton, Donovan H. Kurz and Shirley L. Kurz, husbands and wives, respectively, Wilbur L. Mead, John W. Roberts, Thomas H. Evans (husband of Jo Ann N. Evans), William Veta and William Leiter as co-partners owning Central Finance Co., 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, before Donna M. Waxham, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires June 2, 1959.

Continued
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Signed: Ralph V. Kent
D. L. Good
Charles C. Colling
Jo Ann N. Evans

Eva M. Kent
Harriett L. Good
Lula G. Colling



Acknowledged July 18, 1956, by Ralph V. Kent and Eva M. Kent, husband and wife, before Hugh J. Lemire, a Notary Public in Custer County, Montana. (Notarial Seal) Commission expires December 1, 1957.

Acknowledged June 28, 1956, by D. L. Good and Harriett L. Good, husband and wife, before Arthur E. Hendrichs, a Notary Public in Santa Rosa County, Florida. (Notarial Seal) Commission expires February 24, 1958.

Acknowledged July 2, 1956, by Charles C. Colling and Lula G. Colling, husband and wife, before George W. Barlow, a Notary Public in Cheyenne County, Nebraska. (Notarial Seal) Commission expires June 9, 1961.

Acknowledged July 12, 1956, by Jo Ann N. Evans, wife of Thomas H. Evans, before J. Milton Olsen, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires March 12, 1957.

Acknowledged June 20, 1956, by C. F. W. Bloedorn and A. D. Bloedorn, President and Secretary, respectively, of Cheyenne Lumber Co., in behalf of said corporation by authority of its board of directors, before Donna M. Waxham, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires June 2, 1959.

Signed: Clarence F. Parker
Ralph M. Thomas
Ray D. Miller
Leonard R. Harvey
Edward T. Lazear
James O. Wilson
John U. Loomis
Charles A. Kline

Blanche L. Parker
Mildred Thomas
Mary F. Miller
Abigail J. Harvey

Merlin C. White
Esther D. White
Betty E. Kline

Acknowledged July 23, 1956, by Clarence F. Parker and Blanche L. Parker, Robert M. Thomas and Mildred Thomas, Ray D. Miller and Mary F. Miller, Leonard R. Harvey and Abigail J. Harvey, and Charles A. Kline and Betty E. Kline, husbands and wives, respectively, before Donna M. Waxham, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires June 2, 1959.

Acknowledged July 23, 1956, by John U. Loomis, Edward T. Lazear, and James O. Wilson, before Helen F. Bond, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires July 8, 1960.

Acknowledged July 25, 1956, by Merlin C. White and Esther D. White, husband and wife, before Donna M. Waxham, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires June 2, 1959.

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