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ACKNOWLEDGEMENT 1

State of Wyoming }
 County of Laramie }
 On this 22 day of December 1952, before me personally appeared George J. Carroll and Julie K. Carroll, his wife; George H. Hobbs and Nellie M. Hobbs, his wife; Arthur E. McVehnie, Jr., a single man; Mark M. Noves, a single man; and the Stock Growers National Bank of Cheyenne, Wyoming, Trustees, all of whom acknowledged that they executed the foregoing instrument and each acknowledged that they executed the same of their free will and accord, including the release and waiver of the right of homestead, the said deed being duly approved by the Board of Directors of the Stock Growers National Bank of Cheyenne, Wyoming, and the signing and acknowledging the said instrument. Given under my hand and notarial seal this 22 day of December 1952.
 My commission expires on the 14 day of December 1953.

NOTARY PUBLIC
Blayne H. Hefield
 Cheyenne, Wyoming

ACKNOWLEDGEMENT 2

State of Wyoming }
 County of Laramie }
 On this 12 day of January 1953, before me personally appeared Mark M. Noves, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the same of his free will and accord, including the release and waiver of the right of homestead, the said deed being duly approved by the Board of Directors of the Stock Growers National Bank of Cheyenne, Wyoming, and the signing and acknowledging the said instrument. Given under my hand and notarial seal this 12 day of January 1953.
 My commission expires on the 12 day of January 1954.

NOTARY PUBLIC
Blayne H. Hefield
 Cheyenne, Wyoming

ACKNOWLEDGEMENT 3

State of Wyoming }
 County of Laramie }
 On this 27 day of February 1953, before me appeared Fred W. Morble, to me personally known, who, being by me duly sworn, acknowledged that he executed the foregoing instrument in the Stock Growers National Bank of Cheyenne, Wyoming, and that he executed the same of his free will and accord, including the release and waiver of the right of homestead, the said deed being duly approved by the Board of Directors of the Stock Growers National Bank of Cheyenne, Wyoming, and the signing and acknowledging the said instrument to be the free act and deed of said corporation. Given under my hand and notarial seal this 27 day of February 1953.
 My commission expires on the 27 day of February 1954.

NOTARY PUBLIC
Blayne H. Hefield
 Cheyenne, Wyoming

CITY APPROVAL

State of Wyoming }
 County of Laramie }
 Whereas the Mayor and Council passed Resolution Number 985 authorizing the Mayor and City Clerk to approve the dedication and plat of Blocks One to Four, inclusive, Yellowstone Addition to the City of Cheyenne, which resolution was presented, read, adopted, and passed on the 30th day of April, A.D. 1953, and whereas, no such writing, approval has been executed, Now, therefore, the Mayor and Council of the City of Cheyenne do hereby approve this plat of Yellowstone Addition to the City of Cheyenne. Dated this 2nd day of February 1953.

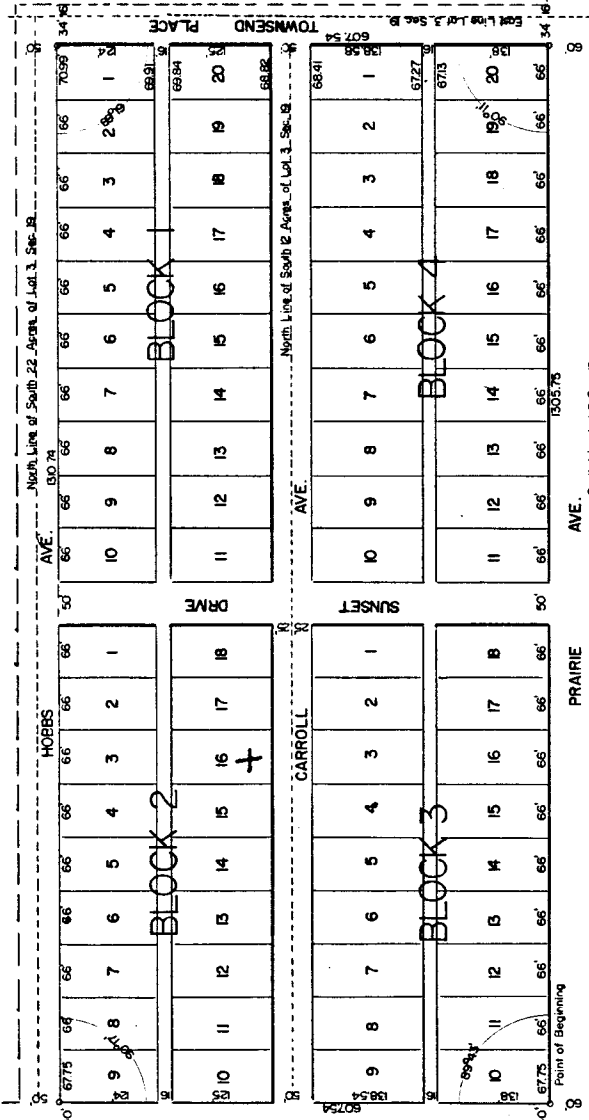
Commissioner of Finance
W. C. Johnson
 Notary Public
W. C. Johnson
 Cheyenne, Wyoming

COUNTY APPROVAL

State of Wyoming }
 County of Laramie }
 Approved by the Board of County Commissioners of Laramie County, Wyoming this 7 day of Feb., 1953.

Chairman, Board of County Commissioners
Ray Crend
 County Clerk
Arthur E. McVehnie, Jr.

YELLOWSTONE ADDITION
 TO THE
 CITY OF CHEYENNE
 LARAMIE COUNTY, WYOMING
 Scale 1"=100'
 DECEMBER 1954



ENGINEER'S CERTIFICATE

I, *W. C. Johnson*, Engineer, hereby certify that this plat of Yellowstone Addition was made from notes taken during an actual survey made under my direction in May 1940, that it correctly represents the lots, blocks, streets and alleys as marked upon the ground by stakes, set at all four corners and that the land embraced within this subdivision is all of the south twenty-two acres of Lot 3 (NW 1/4 Sec. 19, T.14 N., R. 66 W., 6th P.M., excepting the south 60 feet, the west 40 feet, the east 34 feet and the north 25 feet of said 22-acre subdivision, Block 3, the boundaries of said subdivision being more particularly described as follows: Beginning 100.00 feet on the east right-of-way line of said Lot 3, thence northerly a distance of 134.00 feet to the center of the 'Yellowstone' Highway; thence westerly and parallel to the south line of said Lot 3 a distance of 130.74 feet to a point on the east right-of-way line of the 'Yellowstone' Highway; thence southerly along said right-of-way line, a distance of 607.54 feet to the point of beginning. W. C. Johnson, Engineer, who says '79.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that George J. Carroll and Julie K. Carroll, husband and wife; George H. Hobbs and Nellie M. Hobbs, husband and wife; Jack D. Zimmer, otherwise known as J. D. Zimmer and Carroll Anne Zimmer, Trustee, owners and proprietors of all the lands embraced in the within plat and description of Yellowstone Addition to the City of Cheyenne, Wyoming, and that certain plat of Yellowstone Addition, Laramie County, Wyoming, of date May 28, 1940, which was recorded in the office of the County Clerk and Ex-officio Register of Deeds in and for Laramie County, Wyoming, on the 31st day of June, 1940, and which appears of record in book 2 of Plats, page 52, is hereby vacated to the extent necessary to make it conform to this plat. Dated this 22 day of December, 1952.

Witness, *Blayne H. Hefield*
 Witness, *George J. Carroll*
 Witness, *Julia K. Carroll*
 Witness, *George H. Hobbs*
 Witness, *Nellie M. Hobbs*
 Witness, *Jack D. Zimmer*
 Witness, *Carroll Anne Zimmer*
 Witness, *Arthur E. McVehnie, Jr.*
 Witness, *Mark M. Noves*
 The Stock Growers National Bank
 By *Blayne H. Hefield*, President

700364
 9:54 P.M.
 25 Dec 1954
Blayne Hefield

George J. Carroll, George
H. Hobbs and J. D. Ziemer
and Carroll A. Ziemer, husband
and wife

to

The Public

* DECLARATION OF PROTECTIVE
* COVENANTS
* Filed May 29, 1953 at
* 10:17 A. M.
*
* Book 534, Page 435
*

Recites: WHEREAS, George J. Carroll, George H. Hobbs
and J. D. Ziemer and Carroll A. Ziemer, husband and wife,
are the owners of Yellowstone Addition located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$
of Section 19, Township 14 North, Range 66 West of the 6th
P.M., Laramie County, Wyoming, and

WHEREAS, they desire to establish in said Addition an
exclusive residential district wherein the construction
and use of dwelling houses shall conform to certain minimum
requirements, and each home owner, in consideration of his
compliance with such requirements, shall be protected
against violation thereof by any other home owner;

NOW, THEREFORE, in consideration of the premises the
undersigned do hereby impose upon Blocks 1, 2, 3 and 4 of
Yellowstone Addition, Laramie County, Wyoming, the follow-
ing protective covenants and restrictions, to-wit:

1. Upon all lots in Blocks 1, 2, 3 and 4, Yellowstone
Addition, Laramie County, Wyoming, no structure shall be
erected, altered, placed or permitted to remain on any re-
sidential building lot, other than one detached single-fam-
ily dwelling, or one semi-detached single-family dwelling,
not to exceed one and one-half stories in height, and a
private garage for not more than three cars.

2. No building shall be erected, placed or altered on
any building plot in said Addition until the building plans,
specifications and plot plan showing the location of such
building have been approved in writing as to conformity and
harmony of external design with existing structures in the
subdivision, and as to location of the building with re-
spect to topography and finished ground elevation, by a
committee composed of George J. Carroll, George H. Hobbs
and Carroll A. Ziemer, or by a representative designated by
a majority of the members of said committee. In the event
of death or resignation of any member of said committee,
the remaining members shall have full authority to appoint
an additional committee member to fill said vacancy, who
shall be a property owner in said Addition. Said committee,
either the survivors or the committee with the newly ap-
pointed member, shall have full authority to approve or dis-
approve such design and location within 30 days after said
plans and said specifications have been submitted to it or,
in any event, if no suit to enjoin the erection of such
building or the making of such alterations has been commenc-
ed prior to the completion thereof, such approval will not
be required and this covenant will be deemed to have been
fully complied with. Neither the members of such committee,
nor its designated representatives, shall be entitled to
any compensation for services performed pursuant to this
covenant. The powers and duties of such committee, and of
its designated representative, shall cease on and after
June 1, 1963. Thereafter, the approval described in this
covenant shall not be required unless, prior to said date
and effective thereon, a written instrument shall be exe-
cuted by the then record owners of a majority of the lots
in this subdivision and duly recorded, appointing a repre-
sentative or representatives, who shall thereafter exercise
the same powers previously exercised by said committee.

Restrictions including a preference,
limitation or distribution based
on race, color, religion, sex, handicap,
familial status, or national origin are
hereby declared to the extent such
restrictions violate 42 USC 3604(c).

3. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback line shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than 25 feet to the front lot line nor nearer than 10 feet to any side street line, nor nearer than 5 feet to any side lot line. No building shall be located on any of said lots nearer than 25 feet to the front line on either abutting street. No building except a detached garage or other out-building located 75 feet or more from the front lot line shall be located nearer than 3 feet to any side lot line.

4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 60 feet at the front building setback line.

5. No store, shop, repair shop, storage or repair garage, restaurant, dance hall or other public place of amusement, or any similar business or commercial enterprise shall be carried on or conducted upon any lots in said addition, nor shall any thing be done on any of said lots which may be an annoyance or nuisance to the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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.

7. No dwelling costing less than \$10,000.00 according to cost analysis of the Federal Housing Administration as of June 1, 1953, shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 850 square feet in the case of one-story structure, no less than 700 square feet in the one and one-half story structure.

8. Yard fences may extend only from the rear of any lot to the rear of the house thereon, and there shall be no front yard fencing.

9. No noxious or offensive activity or trade shall be carried on upon any lot in said Addition.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 1978, at which time 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 it is agreed to change said covenants in whole or in part.

11. If the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

12. 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.

Book 534, Page 435 - Page 3.

Witness:
James O. Wilson

Signed: George J. Carroll
George H. Hobbs
J. D. Ziemer
Carroll A. Ziemer

Acknowledged May 27, 1953, by George J. Carroll,
George H. Hobbs, and J. D. Ziemer and Carroll A. Ziemer,
before James O. Wilson, a Notary Public in Laramie County,
Wyoming. (Notarial Seal) Commission expires August 3, 1954.



George J. Carroll
Administrator of the
Estate of Julia K.
Carroll, Deceased

DECLARATION OF PROTECTIVE
COVENANTS

Recorded Apr 13, 1960
at 12:01 P. M.

To

The Public

Declaration of Protective Covenants on Certain Portions of South 12 Acres of North West Quarter of SW 1/4 Sec. 19, T 14 N. R. 66 W., Laramie County, known as Yellowstone Addition, more particularly described as: All of Lots 4, 5, 6, 7, 15, 17 and 18 and the E 64' 1" of Lot 14 in Block 3.

KNOW ALL MEN BY THESE PRESENTS that all of the above mentioned lots lying within Yellowstone Addition to the City of Cheyenne, are now owned and held subject to all of the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, and any of said lots are hereby made subject to the following covenants and restrictions:

A. All lots in the addition shall be known as described as one family residential lots, and shall not be used for any other purposes.

B. No residential structure which has an area of less than 1250 square feet exclusive of the basement and garage, shall be erected or placed on any lot.

C. All residential structures must be of brick, stone or masonry and must contain a basement.

D. As to N 1/2 Lots 8 and 9, Block 3, all improvements must be set back from Central Avenue the same distance as the Carroll house on Lot 10, Block 3, to the south and the Lewis house on Lot 10, Block 2 to the north, being approximately 50 feet. Any improvements thereon must not be nearer to Carroll Avenue than 25 feet.

E. As to the remainder of the above described property, no building whatsoever shall be erected nearer than 25 feet to the front lot line or nearer than 5 feet to any side lot line. Buildings with a Central Avenue frontage shall not be erected nearer than 50 feet to the front lot line. In case of reversed frontage, buildings shall be set back the same distance from the adjoining street as other houses in the block fronting on that particular street and a ten foot easement must be granted across the rear of the lot adjoining the alley for the use of the lot on the east west street for sewer, utilities and refuse removal.

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

[REDACTED]

H. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the addition 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.

I. These covenants are to run with the land and shall be binding on all parties, their heirs or assigns.

J. If any person or persons, or their heirs and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such



covenant and either to prevent him or them from so doing or to recover damages or other uses for such violation.

K. Invalidation of any one of these covenants by judgment of court or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

L. These covenants are imposed on the lands herein described by authority of an order of the District Court, Laramie County, Wyoming, dated January 28th, 1960, in the estate of Julia K. Carroll.

Signed: George J. Carroll
Administrator, Estate of
Julia K. Carroll, deceased.

Acknowledged April 9, 1960, by George J. Carroll, administrator of the estate of Julia K. Carroll, deceased, as his free act and deed before Carnenne H. Barker, Notary Public, Laramie County, Wyoming. (Notarial Seal)
Commission expires June 10, 1960.
Reception No. 894086.

* * * * *

* * * * *

Gerald A. Maroney
ET AL

AMENDMENT OF DECLARATION OF
PROTECTIVE COVENANTS

To
The Public

Dated May 28, 1964
Recorded Jun 2, 1964
at 4:30 P. M.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being all of the owners of record of Lots 4, 5, 6, 7, 15, 17 and 18 and the E 64' 1" of Lot 14 in Block 3, Yellowstone Addition to the City of Cheyenne, Laramie County, Wyoming, do hereby amend the Declaration of Protective Covenants covering said lots, dated April 9, 1960, and recorded in Book 676, Pages 461-462 of the Laramie County, Wyoming records, in the following respects:

1. Paragraph "B" is amended to read as follows:

B. No residential structure which has an area of less than 1200 square feet, exclusive of the basement and garage, shall be erected or placed on Lots 4, 5, 6 and 7 and no residential structure which has an area of less than 1000 square feet, exclusive of the basement and garage, shall be erected or placed on Lots 15, 17, 18 and the E 64' 1" of Lot 14."

2. Paragraph "C" is amended to read as follows:

C. All residential structures on Lots 4, 5, 6 and 7 must be of brick, stone or masonry and must have a basement. Residential structures on Lots 15, 17 and 18 and E 64' 1" of Lot 14 shall conform to the Declaration of Protective covenants recorded in Book 534, Page 435 of the Laramie County, Wyoming records, except that no structure shall be permitted where asbestos siding is used in the construction."

Dated this 28th day of May, A. D. 1964.

Owners of Lot 4,

Signed: Gerald A. Maroney
June S. Maroney

Owners of Lot 5,

Signed: George A. Linn
Wyota L. Linn

Owners of Lot 6,

Signed: Glenn Russell Kroeger
Jr.,
Marilyn M. Kroeger

Owners of Lot 7, and
Lots 15, 17, 18 and the
E 64' 1" of Lot 14

Signed: Raymond L. Woods
Marquetta I. Woods

Acknowledged May 28, 1964 by Gerald A. Maroney and June S. Maroney, husband and wife; George A. Linn and Wyota L. Linn, husband and wife; Glenn Russell Kroeger, Jr., and Marilyn M. Kroeger, husband and wife; and Raymond L. Woods and Marquetta I. Woods, husband and wife, before Lewis F. Hanson, Notary Public, Laramie County, Wyoming. (Notarial Seal)

Commission expires April 11, 1968.
Reception No. 39919.

* * * * *

* * * * *

Resistors indicate a preference
on race, color, religion, sex, handicap,
family status, or national origin are
hereby denied to the extent such
resistors violate 42 USC 3604(c).

Restrictions in this instrument
inclusion of description 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).

The State of Wyoming)
County of Laramie) ss.

This instrument was filed on the 31st day of May, A. D. 1940 at 2:35 o'clock P. M. and duly recorded in Book 355 on page 11C.

VERNER H. FRANSON
County Clerk & Ex-Officio Register of Deeds
Deputy

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That George J. Carroll and George H. Hobbs, of Cheyenne, Laramie County, Wyoming, the present owners of all lots in Yellowstone Addition, Laramie County, Wyoming, do hereby covenant and agree that all of said lots are held subject to and with the restrictions, conditions, covenants and charges contained herein, and they do hereby jointly and severally covenant and agree any and all persons to whom any of said lots may be sold shall take and hold the same subject to the following covenants and restrictions, and shall be required to comply with and keep all of the same:

Any residence erected upon any lot or lots shall cost not less than \$5000.00 when completed.

No buildings shall be located on any lot nearer than thirty feet to the front lot line.

No lot or building shall be sold or mortgaged to or occupied by any person not of the Caucasian race.

Any violation of these covenants and restrictions may be restrained and enjoined by an action instituted by any owner of any lot lying within said addition.

IN WITNESS WHEREOF, we have hereunto set our hands this 31st day of May, 1940.

GEORGE J. CARROLL

GEORGE H. HOBBS

Witness:

BARD FERRALL
WALTER W. GEIGER

THE STATE OF WYOMING)
COUNTY OF LARAMIE) ss.

On this 31st day of May, 1940 before me personally appeared George J. Carroll and George H. Hobbs, to me known to be the persons described in and who executed the foregoing instrument, and each acknowledged that he executed the same as his free act and deed.

Given under my hand and notarial seal this 31st day of May, 1940.

WALTER W. GEIGER
NOTARY PUBLIC
LARAMIE COUNTY
WYOMING

WALTER W. GEIGER
Notary Public

My Commission expires September 15, 1941.