

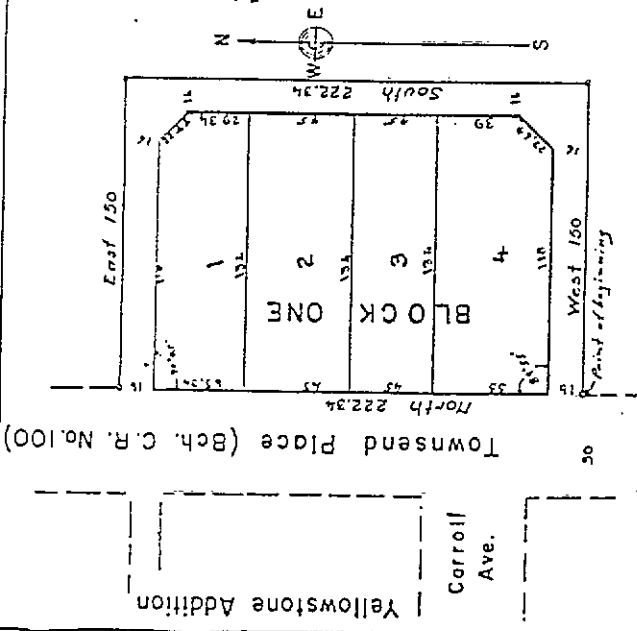
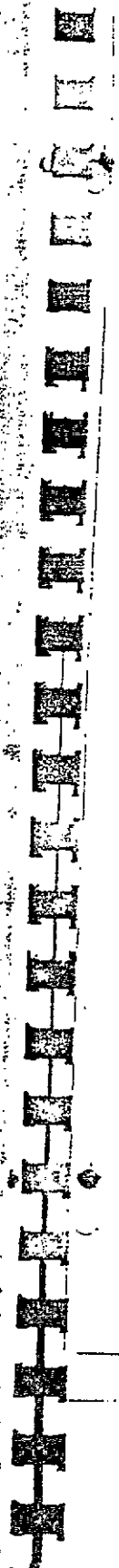


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FIRST AMERICA



The State of Wyoming
County of Laramie
This plat is a true and correct copy of the original filed in the office of the County Clerk of Laramie County, Wyoming, on this 25th day of April, 1958.

DEDICATION

Know all men by these presents; that Clyde W. Gayman, owner in fee simple of the land embraced in this Yellowstone Addition, Third Filing, does hereby declare the subdivision of said land, as appears on this plat, to be his free act and deed and in accordance with his desires, and does hereby dedicate to the use of the Public forever all of the streets and alleys shown hereon.

Witness John H. Harkness Clyde W. Gayman
Notary Public Owner

ACKNOWLEDGEMENT

The State of Wyoming } ss
County of Laramie }

On this 5th day of April, A.D. 1958, before me, a Notary Public in and for the State of Wyoming, personally appeared Clyde W. Gayman, to me known to be the person described in and who executed the foregoing dedication and acknowledged said instrument to be his free act and deed and for the purpose therein mentioned. In Witness Whereof, I have hereunto set my hand and affixed the seal of my office the day and year first above written.

My commission expires March 14th 1961
John H. Harkness
Notary Public
Residing at Cheyenne, Wyo.



ENGINEER'S CERTIFICATE

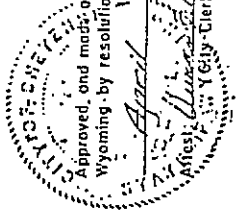
State of Wyoming } ss
County of Laramie }

I, T. H. Baldwin of Cheyenne, Wyoming, hereby certify that this plat of Yellowstone Addition, Third Filing, was made from notes taken during an actual survey made under my direction in April, 1958; that it shows accurately the Lots, Streets and Alleys as marked on the ground by iron pipe set of all lot corners and that the land embraced in this subdivision is a part of the W 1/2 W 1/2 NE 1/4 of the SW 1/4 of Section 19, T. 14 N., R. 66 W., 6th P.M., Laramie County, Wyoming, containing .76 acres, more or less, and is more particularly described as follows:

Beginning of a point which is 326.67 feet north and 16.04 feet east of the SW corner of the NE 1/4 of the SW 1/4 of said Section 19, which point of beginning is on the east R/W line of a Branch of County Road No. 100; thence north along the east boundary of said Branch of County Road No. 100, a distance of 222.34 feet to a point; thence east a distance of 150 feet to a point on the east boundary of the W 1/2 W 1/2 of the NE 1/4 of the SW 1/4 of said Section 19; thence south along the east boundary of said W 1/2 W 1/2 of the NE 1/4 of the SW 1/4 of said Section 19 a distance of 222.34 feet to a point; thence west a distance of 150 feet to the point of beginning.

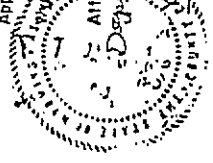
APPROVAL

Approved, and made a part of the City of Cheyenne, Laramie County, Wyoming, by resolution of the City Commission this 15th day of April, A.D., 1958.



North
Mayor

Approved by the Board of County Commissioners of Laramie County, Wyoming this 25th day of April, A.D., 1958.



Attest: Jordan E. Parker
County Clerk
Robert C. ...
Chairman of the Board

YELLOWSTONE ADDITION, THIRD FILING

A Subdivision of
A Part of W 1/2 W 1/2 NE 1/4 SW 1/4
Section 19, T. 14 N., R. 66 W., 6th P. M.
Laramie County, Wyoming

T. H. Baldwin
Wyo. Reg. No. 19



BOOK 643 Recorded Dec. 8, 1958 at 1:20 O'Clock P.M. PAGE 81
Reception No. 841346, Lester R. Gopp, Recorder

Clyde W. Gaymon

To

The Public

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS; The undersigned, Clyde W. Gaymon, being the present owner of all the premises in Yellowstone Addition, Third Filing, 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. in Laramie County, Wyoming, does hereby covenant and agree that all of the premises therein contained are held subject to and with the benefit of all the restrictive conditions, covenants, charges and amendments contained in the within Declaration of Protective Covenants and he does further hereby covenant and agree that any subsequent grants of any of the said premises now owned by him shall be subject to the covenants and restrictions hereinafter set forth:

1. All Lots in Block 1, Yellowstone Addition, Third Filing, shall be used for residential purposes only and no structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling, or one semi-detached single family dwelling, not to exceed one and one-half stories in height, together with a private garage for not more than three cars.

2. No building shall be erected, placed or altered on any lot in said addition until the building plans, specifications and plot plan showing the location of such building has been approved in writing as to conformity and harmony of external design and as to location of the building with respect to topography and finished ground elevation by Clyde W. Gaymon or a representative designated by said Clyde W. Gaymon; that said Clyde W. Gaymon or his designated representative shall have full authority to approve or disapprove such design and location within 30 days after said plans and said specifications have been submitted to him or in any event, if no suit to enjoin the erection of such building or the making of such alterations, has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Mr. Clyde W. Gaymon or his designated representative shall not be entitled to any compensation for services performed pursuant to this covenant and the powers and duties under such covenant shall cease on May 10, 1968. Thereafter the approval described in this covenant shall not be required unless prior to said date, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Clyde W. Gaymon.

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 except a detached garage or other outbuilding 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 5,800 square feet or a width of less than 45 feet at the front building setback line.

(Continued Next Page)



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 April 1, 1958, shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-store open porches and garages, shall not be less than 850 square feet in the case of one-story structure, not 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 upon all parties and all persons claiming under them until May 1, 1968, or as shall be extended by a majority of the record owners as provided in paragraph 2 hereof.

11. No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

12. All curbing and gutter shall be according to specifications of the City of Cheyenne. All sidewalks other than those leading to or about a residence shall join the curb and be not less than forty-two inches wide.

13. No oil drilling, oil development operations of any nature, 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.

14. 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 ten years from the date hereof, or as shall be extended by a majority of the record owners as provided in paragraph 2 herein. 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 said violation or to recover damages. In validation of any one of these covenants by judgment or court order shall no way affect any of the other provisions herein which shall remain in full force and effect.
Dated: December 8, 1958.

Signed: Clyde W. Gaymon

Subscribed and sworn to before me this 8th day of December, 1958.

Notarial Seal
My Commission expires: 7-2-61

Signed: Patricia M. Edgar
Notary Public
