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RECORDED FEB 23 1971 AT 4:13 O'Clock P.M.  
507837  
Maperial No.                      JAMES C. WHITEHEAD, President

DECLARATION OF PROTECTIVE COVENANTS  
GRANDVIEW PARK, 3RD FILING  
SEPLAT OF BLOCK 8.  
City of Cheyenne  
Laramie County, Wyoming 82001



SUN VALLEY HOMES, INC.

TO  
THE PUBLIC

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Sun Valley Homes, Inc., being the owner in fee simple of Grandview Park, 3rd Filing, Replat of Block 8, an Addition to the City of Cheyenne, Laramie County, Wyoming, do hereby make this Declaration of Protective Covenants applicable to all of the described property.

1. LAND USE AND BUILDING TYPES. No lot shall be used except for residential purposes for the construction of multi-family apartments, single family dwellings, and townhouse units with associated garage and common area facilities.
2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans 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 removed 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 or as the architectural control committee might otherwise allow. There shall be no front yard fencing or hedges. Back yard fences begin at back corner or structure and shall not exceed six feet in height.
3. BUILDING QUALITY AND SIZE. No building shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porch and garage shall be less than 500 square feet.
4. BUILDING LOCATIONS.
  - (A) No building shall be located on any lot in conflict with the regulations of the City of Cheyenne or in conflict with rules and regulations promulgated by the Architectural Control Committee.

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(C) For the Purpose of the covenants, leases, deeds, and open porches shall not be considered as 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. EASEMENTS. All required easements for the installation and maintenance of electricity, gas, telephone, cable T. V. and water shall be in effect, and all subsequent grants on any of the said lots shall be subject thereto. No owner shall be allowed to alter the final grade of the property or otherwise obstruct the surface drainage.

6. TEMPORARY STRUCTURES. Structures of a temporary character, trailer, basement, truck-campers, bus-campers, and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours when parked on the street in front of a residence or a parking area between the front building line and the street.

The parking of boats and trailers on the street or any parking area between the front building line of residence and street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or a driveway or on any parking area for a period of more than 24 hours at any one time or as a matter of practice.

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

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of no more than one squarefoot, one not more than five square feet advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sales period.

9. OIL AND MINING OPERATIONS. 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 any lot.

10. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that a dog or cat or other household pet



may be kept provided that they are not kept, bred or maintained for any commercial purposes.

11. **TRASH AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

12. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot with the triangle area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight-line limitations shall apply with any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. **ARCHITECTURAL CONTROL COMMITTEE.** The Architectural Control Committee is composed of the following persons: Tom Black, Sharon Keizer, and Dale Keizer. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate representatives as successors. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant of this covenant. At any time, the then owners of a majority of the lots in this area shall have the power through 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.

14. **PROCEDURE.** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 60 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 related covenants shall be deemed to have been fully complied with.

15. **TERM.** 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 years from the date these covenants are recorded. After this time said covenants shall be automatically extended for ten years, unless an instrument signed by a majority of the

then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

16. ENFORCEMENT. In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area of the Architectural Control Committee to maintain an action in law or in equity against any persons or person violating or attempting to violate any covenant either to restrain violation or to restore damages, and in addition, to recover from the party so violating such protective covenants reasonable attorney's fees required in the proceeding; either to enjoin violation or for the recovery of the damages.

17. SEVERABILITY. Invalidation of any one of these covenants by judgment of court shall in no way effect any of the other provisions which shall remain in full force and effect.

MADE THIS 15<sup>th</sup> DAY OF Feb., 1979.

Attest Sharon J. [Signature]  
Sub. T. [Signature]

SUN VALLEY HOMES, INC.

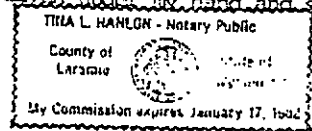
BY: Tom Black  
Tom Black, President



STATE OF WYOMING )  
                          ) SS:  
COUNTY OF LARAMIE )

On this 15 day of Feb, 1977, before me personally appeared Tom Black, to me personally known to be the person described, and who executed the foregoing instrument and acknowledge that he executed the same as his free act and deed.

Given under my hand and seal this 15 day of Feb, 1979.



Tira L. Hanlon (Signature)  
NOTARY PUBLIC

My Commission expires 1-17-82