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INDIVIDUALS CERTIFICATE

The State of Wyoming,
County of Carbon
Know all men by these presents that Clifford P. Morrison and Mary Ann Morrison, owners in fee simple of the land embraced in the Morrison Subdivision of Tracts 335 and 340, Sunnyvale, Wyoming, do hereby declare the subdivision of said land into lots as shown on plat filed here free of charge and to be subject to the use of the public roads of the streets and alleys shown hereon.

Clifford P. Morrison
Morrison

WITNESSES

Know all men by these presents that Clifford P. Morrison and Mary Ann Morrison, owners in fee simple of the land embraced in the Morrison Subdivision of Tracts 335 and 340, Sunnyvale, Wyoming, do hereby declare the subdivision of said land into lots as shown on plat filed here free of charge and to be subject to the use of the public roads of the streets and alleys shown hereon.

Clifford P. Morrison
Morrison

ACKNOWLEDGEMENT

The State of Wyoming,
County of Carbon
On this 17th day of Sept 1934 before me personally appeared Clifford P. Morrison and Mary Ann Morrison, the persons described in said instrument to be their free act and deed and for the purpose herein mentioned acknowledged said instrument to be their free act and deed and for the purpose herein mentioned.

Clifford P. Morrison
Morrison

Mary Ann Morrison
Morrison

My commission expires Sept 7 1935

APPROVAL

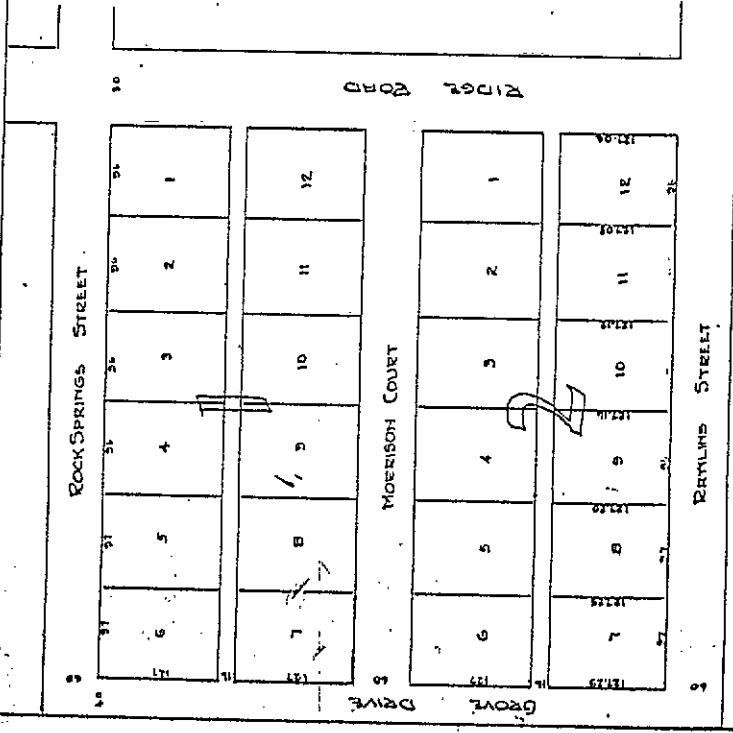
Approved by the City Commission of the City of Cheyenne, Wyoming

Clifford P. Morrison
Mayor

Approved by the Board of County Commissioners of Carbon County, Wyoming

Clifford P. Morrison
Chairman

MORRISON SUBDIVISION OF
TRACTS 335 & 340
SUNNYVALE ADDITION TO FILING
LARAMIE COUNTY WYOMING
May 1934



673010
The State of Wyoming,
County of Carbon
This instrument is for record
and is subject to the provisions
of the Act of March 10, 1929
and the Act of March 10, 1929
as amended.
County Clerk & Ex. Off.
Deputy



Clifford R. Morrison and
Mary Ann Morrison

To

The Public

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DECLARATION OF PROTECTIVE COVENANTS

Dated June 15, 1954

Recorded June 16, 1954

Recites:

KNOW all men by these presents that we, Clifford B. Morrison and Mary Ann Morrison of Cheyenne, Laramie County, Wyoming, being the present owners of Morrison Subdivision of Tracts 339 and 340, Sunnyside Addition; 7th Filing, Laramie County, Wyoming, declare that said tracts are held subject to and with the benefit of all, the restrictions, conditions, covenants, charges and agreements contained in the within DECLARATION OF PROTECTIVE COVENANTS, and we do further covenant and agree that any subsequent grants of any of the said tracts now owned by us shall be subject to the following covenants and restrictions:

- (a) No business 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.
- (b) No trailer, basement, tent, shack, garage, barn or other out buildings 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.
- (c) Only new construction shall be permitted (no building may be moved from outside onto any lot). The dwelling must be modern; the ground floor area of the main structure, exclusive of one-story porches and garage, shall be not less than 800 square feet.
- (d) No building shall be located nearer than 10 feet to any side lot line except that the side line restriction shall not apply to a detached garage or other out building located 60 feet or more from the front lot line. No building shall be located on any residential building plot nearer than 25 feet to the front lot line, and no structure shall be located nearer than 10 feet to the street line on corner lots.
- (e) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them.
- (f) No windmills will be permitted on any of the lots.

Witness: Elmer K. Garrett

Signed: Clifford R. Morrison
Mary Ann Morrison

Acknowledged on June 18, 1954 by Clifford R. Morrison and Mary Ann Morrison, before M. Bayer, Notary Public, Laramie County, Wyoming.
(Notarial Seal) Commission expires December 14, 1956.

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Restrictions indicating a preference, condition or designation based on race, color, religion, sex, location, or national origin are hereby stated to the extent such restrictions violate 42 USC 3604(c).

Witness: (1)

Signed: Wallick Investment Company
By: O. D. Wallick, President
Lee G. Tafoya, Jr.
Gloria June Tafoya



Acknowledged November 24, 1959 by Lee G. Tafoya, Jr. and Gloria June Tafoya, husband and wife, before Florence G. Peterson, a Notary Public, in Laramie County, Wyoming.
Commission expires June 18, 1963

Acknowledged November 24, 1959 by O. D. Wallick, President of Wallick Investment Company, by authority of the Board of Directors of said corporation as the free act and deed of said corporation for the uses and purposes therein set forth, before Florence G. Peterson, a Notary Public, in Laramie County, Wyoming.
Commission expires June 18, 1963
Book 666 Page 439/41



666/439

AMENDED DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that we, Wallick Investment Company, a Wyoming Corporation, and Lee G. Tafoya, Jr. and Gloria June Tafoya, husband and wife, of Cheyenne, Wyoming, being the present owners of all the land embraced within Morrison Subdivision of Tracts three hundred thirty nine (339) and three hundred forty (340), Sunnyside Addition, 7th Filing, a subdivision of the S4NW4 of Section 27 and SW4NW4 Section 26, Township 14 North, Range 66 West of the 6th P. M. in Laramie County, Wyoming do hereby amend the Declaration of Protective Covenants heretofore placed upon said Morrison Subdivision by that instrument dated June 15, 1954 and executed by Clifford R. Morrison and Mary Ann Morrison and filed for record in the office of the County Clerk and Ex-Officio Register of Deeds of Laramie County, Wyoming on June 18, 1954; and we do declare that from the date of this amended declaration of protective covenants the land above described in said Morrison Subdivision is held subject to and with the benefit of all the restrictions, conditions, covenants, charges and agreements contained here and we do further covenant and agree that any subsequent grants of any of the said land embraced within said Morrison subdivision now owned by us shall be subject to the following covenants and restrictions:

Restrictions in Section 3
Preference
of ()
on basis
of Morrison
Subdivision
at 3004(c)

(a) No business 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.

(b) No trailer, basement, tent, shack, garage, barn, or other out-building erected in the land above described 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.

(c) Only new constructions shall be permitted. (No building may be moved from outside onto any lot). The building must be modern; the ground floor area of the main structure, exclusive of one story porches and garages, shall be not less than eight hundred square feet (800 Sq. Ft.).

(d) No residential building shall be located on any residential building plot into which the land above described may be divided by conveyance nearer than twenty-five (25) feet to the front lot line; and each such building shall have a side yard on each side of the building of not less than five feet (5 ft.) in width; provided, that for each one foot (1 ft.) added to the width of one side yard over and above five feet (5 ft.), the width of the other side yard may be decreased one foot (1 ft.), but no side yard shall be less than three



(2)

feet (3 ft.) wide and no side yard adjacent to a street shall be less than ten feet (10 ft.) wide, nor shall the buildings to be used as a residence on adjacent lots be closer than ten feet (10 ft.). The restrictions herein applicable to side yards and to minimum space between buildings to be used as a residence shall not apply to a detached garage or other out-buildings located sixty feet (60 ft.) or more from the front lot line.

(e) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

(f) No windmills shall be permitted on any lot or residential building plot.

IN WITNESS WHEREOF we have hereunto subscribed our names and caused these presents to be executed by our duly authorized officers, this 24th day of November, 1959.

WALLICK INVESTMENT COMPANY

By G. D. Wallick
President

ATTEST:

Secretary

Lee G. Tafoya, Jr.

Gloria June Tafoya

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

Before me this day personally appeared Lee G. Tafoya, Jr. and Gloria June Tafoya, husband and wife, personally known to me to be the persons named in and who executed the above and foregoing amended declaration of protective covenants and acknowledged that they executed the same as their free act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of November, 1959,

Florence G. Peterson
Notary Public
My Commission expires June 18, 1963

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

Before me this day personally appeared O. D. Wallick, who, being by me first duly sworn, did depose and say that he is the President of Wallick Investment Company, that the corporate seal affixed to the above and foregoing amended declaration of protective covenants is the corporate seal of Wallick Investment Company and that he executed said amended declaration of protective covenants by authority of the Board of Directors of said corporation, and the said O. D. Wallick acknowledged that he executed the above and foregoing amended declaration of protective covenants as the free act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of November 1959

than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of a one story house, exclusive of open porches and garages, shall not be less than 800 square feet. The ground floor area of a house more than one story, exclusive of open porches and garages shall not be less than 700 square feet.

4. BUILDING LOCATION

No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 55 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, ~~saves, steps, and open porches shall not be constructed to permit any portion of a building, however, that this shall not be constructed to permit any portion of a building to encroach upon another lot.~~ In event a house is turned on a corner lot to face the side street, the setback line on each street shall be a minimum of 25 feet.

5. LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet.

6. FENCING

Yard fencing, walls, or hedges may extend only from the rear of the house thereon, and there shall be no front yard fences, walls, or hedges.

7. NUISANCES.

No noxious or offensive 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. TEMPORARY STRUCTURES.

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, or for any other use, either temporarily or permanently. All construction shall be new and no other building or buildings may be moved from any other location to any site within this subdivision.

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 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.

10. LIVESTOCK AND POULTRY.



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 prposes.

11. ARCHITECTURAL CONTROL COMMITTEE.

The architectural control committee is composed of Floyd Holland, Ruth Holland, and Duane Holland all of Cheyenne, Wyoming. The committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor it's 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 restore to it any of its powers and duties.

12. 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 30 days after plans and specifications have been submitted to it, such failure shall not in any way relieve the owner or builder from his legal responsibility to comply with covenants, conditions and restrictions contained herein.

13. COVENANTS RUNNING WITH THE LAND.

These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five (25) 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.

14. ENFORCEMENT.

Enforcement shall be by proceedings at law or in equity against any persons or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. SEVERABILITY.

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

16. DRIVEWAYS.

Each building lot shall have a driveway apron a minimum width of 10 feet; s-hall have a minimum length of 20 feet, and shall begin at street curb line.



Acknowledged November 30, 1960, by Floyd Holland and Ruth Holland, husband and wife, Albert C. Vosler and Geraldine M. Vosler, husband and wife, and Lee G. Tafoya and Gloria June Tafoya, husband and wife, before Carl E. Galt, a Notary Public in Laramie County, Wyoming. (Notarial Seal)
Commission expires August 3, 1963

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