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RECORDED FEB 14 1983 AT 2:20 O'CLOCK P.M.

Reception No. 687270 JANET C. WHITEHEAD, Recorder

DECLARATION OF PROTECTIVE COVENANTS

SUN VALLEY ADDITION FOURTEENTH FILING  
City of Cheyenne  
Laramie County, Wyoming

FOSTER LAND COMPANY

to

THE PUBLIC

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Foster Land Company, a Wyoming Corporation, being the present owners of Sun Valley Addition Fourteenth Filing an Addition to the City of Cheyenne, Laramie County, Wyoming, do hereby covenant and agree that all of said blocks in said addition and all of said lots in said blocks are held subject to and with the benefit of all the restrictions, conditions, covenants, charges and agreements contained within this DECLARATION OF PROTECTIVE COVENANTS, and they do further hereby covenant and agree that any subsequent grants of any of the said addition now owned by them shall be subject to covenants and restrictions hereinafter set forth.

1. LAND USE AND BUILDING TYPES. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one and two family dwellings not to exceed two stories in height and a private garage for not more than three cars. No building of any kind shall be moved onto the above tracts. All construction shall be new.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of design with existing structures, and as to location with respect to topography and finish grade elevations.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost less than \$45,000.00, based upon cost levels prevailing at the date these covenants are recorded; it being

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, marital status, or national origin are hereby declared to be in violation of the restrictions violate 42 USC 3604(c)

the intention and purpose of the covenants to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum dwelling size. The ground floor areas of the main structures are as follows: one story dwellings, not less than 800 square feet; one and one-half story dwellings, not less than 500 square feet; and for a two-story dwelling, not less than 500 square feet.

4. BUILDING LOCATION. No building shall be located on any lot 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 set back line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps, 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 to encroach upon another lot. In the event a house is turned on a corner lot to face a side street, the setback line at the front of the lot shall be 25 feet and the setback line on the side street shall be 25 feet.

5. LOT AREA AND WIDTH. No building shall be erected or placed on any lot having a width of less than 55 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.

6. NUISANCE. No obnoxious, offensive, or commercial activity shall be carried on upon any lot within the subdivision.

7. TEMPORARY STRUCTURES. No structures 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, except for a lumber shed, shop, office building and one trailer house during the construction period.

8. 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, minerals 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.

9. FENCES. Yard fences may extend only from the rear of any lot to the front or side setback line, and there shall be no front yard fencing, walls, or hedges. For the purpose of maintaining necessary drainage clearance as deemed proper and necessary by the City of Cheyenne, the right to enter any property is hereby granted to the City of Cheyenne. If for any reason, the said City of Cheyenne, or its legal representative find it necessary to correct the surface drainage on any lot, it shall have the right to do so and make charges to the lot owner, and said charges shall become a lien on said property until the owner pays them in full.

10. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot; except cats, dogs, or other usual household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash container may be placed in a yard nearer to the street than the minimum front building setback line, except on the day designated by the City of Cheyenne for garbage collection. However, underground covered garbage containers may be placed ahead of the minimum setback lines.

12. SIGNS. No signs of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, and one sign of not more than 50 square feet advertising the property during the construction and sales period.

13. EASEMENTS. Easements for installation and maintenance of utility and surface drainage facilities are reserved, along the rear of all lots and along the side of certain lots, as shown on the recorded plat and of public record.

14. MEMBERSHIP. The Architectural Control Committee is composed of Tom Black, Jr., Sharon J. Keizer and Dale M. Keizer of Cheyenne, Wyoming. A majority of 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 of the committee shall have full authority to designate a successor. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of lots shall have the power through a duly recorded written instrument to change the membership of the committee or withdraw from the committee or to restore to it any of its powers and duties.

15. 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 any proposed building plan after plans and specifications have been submitted to it, the failure of such representative to approve or disapprove any proposed building plan, shall not in any way relieve the owner or the builder from its legal responsibility to comply with the covenants, conditions and restrictions contained herein.

16. 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 thirty years from the date these covenants are placed of record, after which time said covenants shall be automatically extended for successive periods of ten 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.

17. ENFORCEMENT. 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 activity in violation or to recover damages. These proceedings at law or in equity may be initiated by any lot owner in this addition or the Architectural Control Committee.

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

SIGNED AT CHEYENNE, WYOMING, this 27<sup>th</sup> day of Jan, 1983.



FOSTER LAND COMPANY  
BY L. M. Foster  
L. M. Foster, President

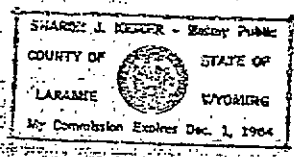
Attest [Signature]  
Secretary

STATE OF WYOMING )  
COUNTY OF LARAMIE ) .ss:

On this 27<sup>th</sup> day of Jan, 1983, before me personally appeared L. M. Foster to me personally know, who, being by me duly sworn, did say that he is the President of Foster Land Company and the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation to be the free act and deed of said corporation.

My commission expires 1st day of Dec, 1984.

Given under my hand and notarial seal this 27<sup>th</sup> day of Jan, 1983.



[Signature]  
Notary Public

DESIGNATION OF MEMBERS OF ARCHITECTURAL CONTROL COMMITTEE

SUN VALLEY ADDITION, FOURTEENTH FILING  
City of Cheyenne  
Laramie County, Wyoming

TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the record owners of a majority of lots in Sun Valley Addition, Fourteenth Filing, an addition to the City of Cheyenne, Laramie County, Wyoming, acting pursuant to Paragraph 14 of the Declaration of Protective Covenants filed on February 14, 1983 with the Laramie County Clerk and Recorder of Deeds at Book 1177, Page 852 - 856, do hereby change the membership of the Architectural Control Committee to be composed of the following:

- Bailey E. Dotson
- Gene Vernon
- Arthur D. Bailey, Jr.

Until further notice the address of the Architectural Control Committee shall be:

P. O. Box 2130  
Cheyenne, WY 82003

DATED this 9<sup>th</sup> day of February, 1996.

U.S. DEVELOPMENT WEST, INC.,  
a Wyoming Corporation

BY: Bailey E. Dotson  
Bailey E. Dotson,  
Its President

Bailey E. Dotson  
Bailey E. Dotson

Gene Vernon  
Gene Vernon

177366  
LARAMIE COUNTY CLERK  
CHEYENNE, WY.  
'96 FEB 14 PM 4 36

BOOK 1417

0964



STANDARDS FOR QUALITY OF WORKMANSHIP AND MATERIALS  
OF THE ARCHITECTURAL CONTROL COMMITTEE

SUN VALLEY ADDITION, FOURTEENTH FILING  
City of Cheyenne  
Laramie County, Wyoming

177307  
LARAMIE COUNTY CLERK  
CHEYENNE, WY.  
'95 FEB 14 PM 4 36

TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS that the undersigned members of the Architectural Control Committee of Sun Valley Addition, Fourteenth Filing, an addition to the City of Cheyenne, Laramie County, Wyoming, acting pursuant to Paragraph 2 of the Declaration of Protective Covenants filed on February 14, 1983 with the Laramie County Clerk and Recorder of Deeds at Book 1177, Page 852 - 856, do hereby establish the following standards for quality of workmanship and materials and harmony of design with existing structures. To this end all dwellings constructed in Sun Valley Addition, Fourteenth Filing, shall as a minimum, be constructed with:

1. Architectural Shadow Line Shingles (No T Loc or 3 tab shingles are permitted).
2. Siding material must be four inch (4") or eight inch (8") grooved wood grain textured lap siding material and must be used horizontally. (No metal or vinyl siding is allowed).
3. Facia material must be 2" x 8" dimensioned lumber.
4. Exterior paint must be a three (3) color paint scheme.
5. All windows must be trimmed with 1" x 3" lumber and all corners must be trimmed in the same material.
6. Each home must have at least a two car garage with a minimum of 400 square feet.
7. The front yard shall be fully installed with sod.

8. Every home must have brick treatment on the front of the garage and entry to the home. (Imitation brick or brick of less than full size is not allowed.)

9. Concrete driveways must extend the full length from the garage to the street.

Pursuant to Paragraph 3 of the Declaration of Protective Covenants, no dwelling shall be permitted on any lot having a cost of construction for labor and materials less than \$62,700.00 which is the cost set forth in Paragraph 3 of the Declaration of Protective Covenants adjusted for inflation which will assure the intent of the Covenants that all dwellings shall be of quality of workmanship and material substantially the same or better than that which could have been produced on the date the Covenants were originally recorded.

Pursuant to Paragraph 15 of the Declaration of Protective Covenants, plans and specifications shall be submitted to the Architectural Control Committee for review and approval in a format specified by the Committee at the following address:

P. O. Box 2130  
Cheyenne, WY 82003

Said plans and specifications shall include, at the minimum, the following:

1. Two (2) complete sets of blue prints, including elevations, for the proposed home to be built.
2. Two (2) copies of the plot plan, with elevations. This should be the same plot plan submitted to the City of Cheyenne.
3. Samples or specifications of roofing and siding materials.

4. Color samples of the color scheme for the home.

Bailey E. Dotson  
Bailey E. Dotson

Gene Vernon  
Gene Vernon

Arthur D. Bailey, Jr.  
Arthur D. Bailey, Jr.

STATE OF Wyoming )  
COUNTY OF Laramie ) SS

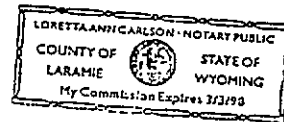
Subscribed and sworn to before me by Bailey E. Dotson this 8<sup>th</sup> day of February, 1996.

Witness my hand and official seal.

Loretta Ann Carlson  
NOTARY PUBLIC

My Commission Expires:

3/3/98



STATE OF Wyoming )  
COUNTY OF Laramie ) SS

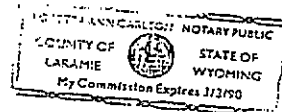
Subscribed and sworn to before me by Gene Vernon this 8<sup>th</sup> day of February, 1996.

Witness my hand and official seal.

Loretta Ann Carlson  
NOTARY PUBLIC

My Commission Expires:

3/3/98



STATE OF WYOMING )  
 )SS  
COUNTY OF LARAMIE )

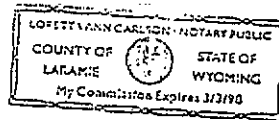
Subscribed and sworn to before me by Arthur D. Bailey, Jr.  
this 8<sup>th</sup> day of February, 1996.

Witness my hand and official seal.

*Loretta Ann Carlson*  
NOTARY PUBLIC

My Commission Expires:

3/3/98



COPY TO ASSESSOR

97 MAR 28 PM 3 49  
LARAMIE COUNTY CLERK  
CHEYENNE, WY.

AMENDED  
STANDARDS FOR QUALITY OF WORKMANSHIP AND MATERIALS  
OF THE ARCHITECTURAL CONTROL COMMITTEE

SUN VALLEY ADDITION, FOURTEENTH FILING  
City of Cheyenne  
Laramie County, Wyoming

TO THE PUBLIC:

200093

KNOW ALL MEN BY THESE PRESENTS that the undersigned members of the Architectural Control Committee of Sun Valley Addition, Fourteenth Filing, an addition to the City of Cheyenne, Laramie County, Wyoming, acting pursuant to Paragraph 2 of the Declaration of Protective Covenants Filed on February 14, 1983 with the Laramie County Clerk and Recorder of Deeds at Book 1177, Page 852 - 856, do hereby establish the following standards for quality of workmanship and materials and harmony of design with existing structures. To this end all dwellings constructed in Sun Valley Addition, Fourteenth Filing, shall as a minimum, be constructed with:

1. Architectural Shadow Line Shingles (No T Loc or 3 tab shingles are permitted).
2. Siding material must be four inch (4") or eight inch (8") grooved wood grain textured lap siding material and must be used horizontally. (No metal or vinyl siding is allowed).
3. Facia material must be 2" x 8" dimensioned lumber.
4. Exterior paint must be a three (3) color paint scheme.
5. All windows must be trimmed with 1" x 3" lumber and all corners must be trimmed in the same material.
6. Each home must have at least a two car garage with a minimum of 400 square feet.

- (11)
7. The front yard shall be fully installed with sod.
  8. Every home must have brick treatment on the front of the garage and entry to the home. (Imitation brick or brick of less than full size is not allowed.)
  9. Concrete driveways must extend the full length from the garage to the street.

Pursuant to Paragraph 3 of the Declaration of Protective Covenants, no dwelling shall be permitted on any lot having a cost of construction for labor and materials less than \$62,700.00 which is the cost set forth in Paragraph 3 of the Declaration of Protective Covenants adjusted for inflation which will assure the intent of the Covenants that all dwellings shall be of quality of workmanship and material substantially the same or better than that which could have been produced on the date the Covenants were originally recorded.

Pursuant to Paragraph 15 of the Declaration of Protective Covenants, plans and specifications shall be submitted to the Architectural Control Committee for review and approval in a format specified by the Committee at the following address:

P. O. Box 2130  
Cheyenne, WY 82003

Said plans and specifications shall include, at the minimum, the following:

1. Two (2) complete sets of blue prints, including elevations, for the proposed home to be built.
2. Two (2) copies of the plot plan, with elevations. This should be the same plot plan submitted to the City of Cheyenne.

2

3. Samples or specifications of roofing and siding materials.

4. Color samples of the color scheme for the home.

The Architectural Control Committee may grant variances from these minimum standards upon application by a property owner provided, however, that the Architectural Control Committee must find, in the exercise of its discretion, that any requested variance will not materially compromise existing standards for quality of workmanship and materials and harmony of design with existing structures.

*Bailey E. Dotson*  
Bailey E. Dotson

*Gene Vernon*  
Gene Vernon

*Arthur D. Bailey, Jr.*  
Arthur D. Bailey, Jr.

STATE OF Wyoming )  
COUNTY OF Laramie ) SS

Subscribed and sworn to before me by Bailey E. Dotson this 25<sup>th</sup> day of May, 1997.

Witness my hand and official seal.

*Loretta Ann Carlson*  
NOTARY PUBLIC

My Commission Expires:  
3/3/98

