



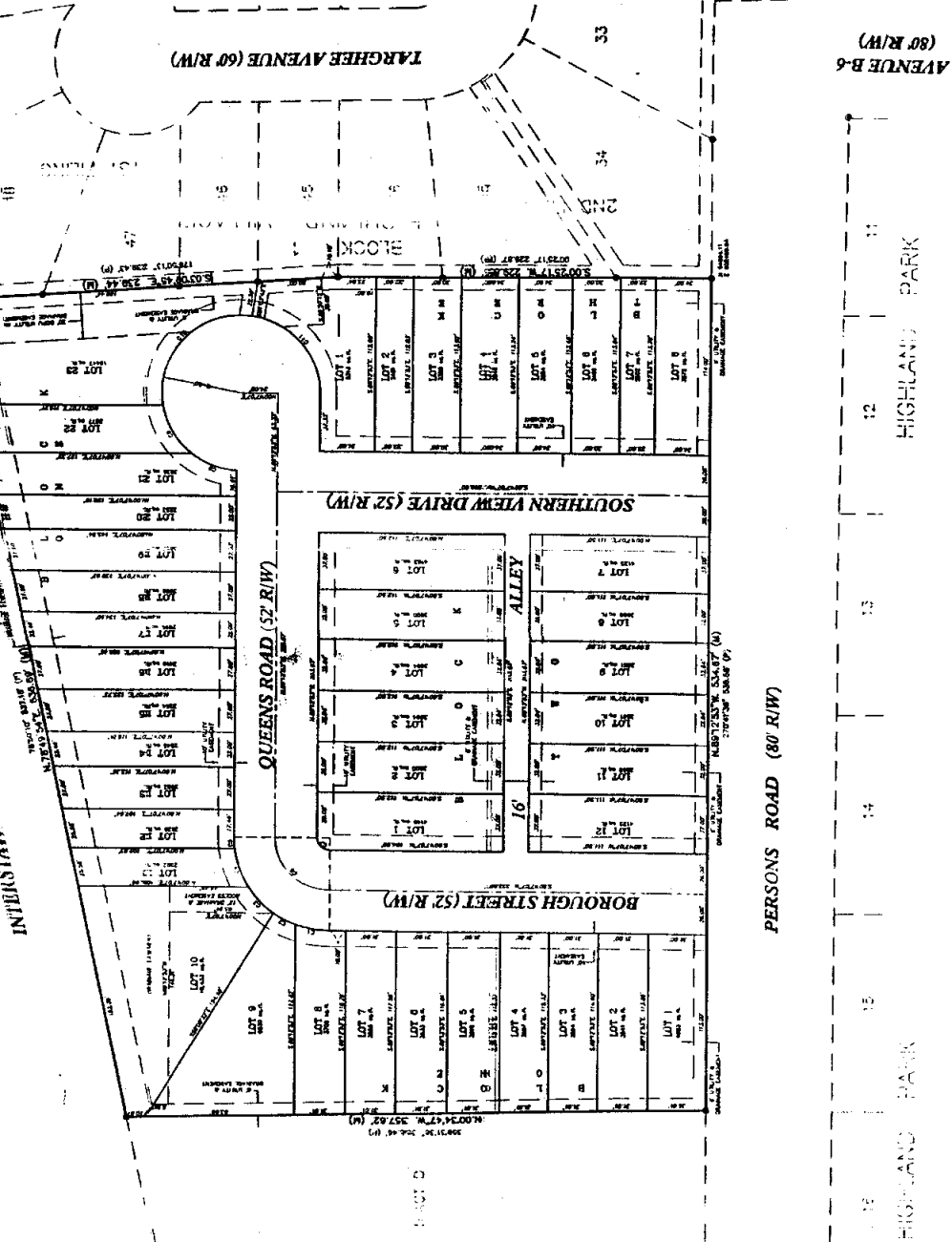
First American Title™

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CURVE TABLE

Radius (ft)	Chord (ft)	Central Angle (deg)	Length of Curve (ft)	Length of Tangent (ft)	Length of Sub-chord (ft)	Sub-chord Angle (deg)
100	100.00	180	100.00	0.00	100.00	180
200	196.13	171.43	196.13	0.00	196.13	171.43
300	281.84	166.15	281.84	0.00	281.84	166.15
400	359.64	162.86	359.64	0.00	359.64	162.86
500	430.91	160.67	430.91	0.00	430.91	160.67
600	497.01	159.10	497.01	0.00	497.01	159.10
700	558.44	157.97	558.44	0.00	558.44	157.97
800	615.72	157.14	615.72	0.00	615.72	157.14
900	669.39	156.53	669.39	0.00	669.39	156.53
1000	720.00	156.07	720.00	0.00	720.00	156.07
1100	768.17	155.78	768.17	0.00	768.17	155.78
1200	813.57	155.61	813.57	0.00	813.57	155.61
1300	856.87	155.52	856.87	0.00	856.87	155.52
1400	897.76	155.50	897.76	0.00	897.76	155.50
1500	936.94	155.53	936.94	0.00	936.94	155.53
1600	974.03	155.61	974.03	0.00	974.03	155.61
1700	1009.66	155.73	1009.66	0.00	1009.66	155.73
1800	1043.48	155.89	1043.48	0.00	1043.48	155.89
1900	1075.15	156.09	1075.15	0.00	1075.15	156.09
2000	1104.44	156.33	1104.44	0.00	1104.44	156.33
2100	1132.14	156.61	1132.14	0.00	1132.14	156.61
2200	1158.14	156.93	1158.14	0.00	1158.14	156.93
2300	1182.34	157.29	1182.34	0.00	1182.34	157.29
2400	1204.64	157.69	1204.64	0.00	1204.64	157.69
2500	1224.94	158.13	1224.94	0.00	1224.94 </td <td>158.13</td>	158.13
2600	1243.14	158.61	1243.14	0.00	1243.14	158.61
2700	1259.14	159.13	1259.14	0.00	1259.14	159.13
2800	1272.84	159.69	1272.84	0.00	1272.84	159.69
2900	1284.14	160.29	1284.14	0.00	1284.14	160.29
3000	1292.94	160.93	1292.94	0.00	1292.94	160.93
3100	1300.14	161.61	1300.14	0.00	1300.14	161.61
3200	1305.74	162.33	1305.74	0.00	1305.74	162.33
3300	1309.74	163.09	1309.74	0.00	1309.74	163.09
3400	1312.14	163.89	1312.14	0.00	1312.14	163.89
3500	1313.04	164.73	1313.04	0.00	1313.04	164.73
3600	1312.44	165.61	1312.44	0.00	1312.44	165.61
3700	1310.34	166.53	1310.34	0.00	1310.34	166.53
3800	1306.74	167.49	1306.74	0.00	1306.74	167.49
3900	1301.64	168.49	1301.64	0.00	1301.64	168.49
4000	1295.04	169.53	1295.04	0.00	1295.04	169.53
4100	1286.94	170.61	1286.94	0.00	1286.94	170.61
4200	1277.34	171.73	1277.34	0.00	1277.34	171.73
4300	1266.24	172.89	1266.24	0.00	1266.24	172.89
4400	1253.64	174.09	1253.64	0.00	1253.64	174.09
4500	1239.54	175.33	1239.54	0.00	1239.54	175.33
4600	1223.94	176.61	1223.94	0.00	1223.94	176.61
4700	1206.84	177.93	1206.84	0.00	1206.84	177.93
4800	1188.24	179.29	1188.24	0.00	1188.24	179.29
4900	1168.14	180.69	1168.14	0.00	1168.14	180.69
5000	1146.54	182.13	1146.54	0.00	1146.54	182.13



- LEGEND**
- 1/4" = 1' AS SHOWN WITH 1/8" ALUMINUM COP
 - 1/8" = 1' AS SHOWN WITH 1/4" ALUMINUM COP
 - 1/16" = 1' AS SHOWN WITH 1/16" ALUMINUM COP
 - 1/32" = 1' AS SHOWN WITH 1/32" ALUMINUM COP
- NOTES**
1. ALL MEASUREMENTS ARE TO THE CENTERLINE OF THE ROAD.
 2. DIMENSIONS MEASURED DATA THE SURVEY.
 3. DIMENSIONS DATA NOT RECORDED PLAN.

MICINITY MAP

AZIMUTH

FILING RECORD

Map No. 11111111
 The State of Wyoming } 25
 County of Laramie }
 AD 25.25.16 and any records in
 P.C. 25.25.16 I.C.S.
 County Clerk & Ex-Officio Register of Deeds
 Cheyenne, Wyoming

DEDICATION

ALL PERSONS BY THESE PRESENTS THAT: Floyd M. Lopez, DBA Steels Custom Builders, is the owner of Lot 37, Block 1, Highland Park, located in the City of Cheyenne, Wyoming. The City of Cheyenne, Wyoming, is hereby dedicating and conveying to the City of Cheyenne, Wyoming, the right of way for the use of the public the streets and ways and grant the easements for the purposes indicated herein.

Floyd M. Lopez
 Floyd M. Lopez, DBA Steels Custom Builders

ACKNOWLEDGEMENT

STATE OF WYOMING) SS
 COUNTY OF LARAMIE)
 The dedication instrument was acknowledged before me this 25th day of August, 2008, by Floyd M. Lopez, DBA Steels Custom Builders.

Henry Public
 Henry Public, Laramie County, Wyoming
 Notary Public Expires 3/28/2011



APPROVALS

Approved by the Cheyenne-Laramie County Regional Planning Commission this 25th day of August, 2008.

Brad Erickson
 Development Director



Jack S. J...
 ATTEST: Jack S. J..., City Clerk

CERTIFICATE OF SURVEYOR

I, John A. Stahl, Registered Professional Surveyor in the State of Wyoming, No. 12345, and John A. Stahl, Registered Professional Surveyor in the State of Wyoming, No. 67890, are pleased to certify that the above described plat was prepared by me and under my direct supervision during the month of July, 2008; that the instruments used were of the highest quality and that the measurements were taken in accordance with the best of my knowledge.

SOUTHERN VIEW

A REPLAT OF
 LOT 37, BLOCK 1,
 HIGHLAND VILLAGE SECOND FILING,
 CITY OF CHEYENNE,
 LARAMIE COUNTY, WYOMING.

PREPARED AUGUST, 2008

STEELS SURVEYING SERVICES, LLC
 PROFESSIONAL LAND SURVEYORS
 1102 WEST 18TH STREET, P.O. BOX 5073
 PHOENIX, ARIZONA 85016-0507

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

ss:



RECORDED 4/24/2006 AT 3:58 PM REC# 445151 BK# 1943 PG# 1571
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 6

BRIANNE CUSTOM BUILDERS

To
THE PUBLIC

**DECLARATION OF PROTECTIVE COVENANTS
OF
SOUTHERN VIEW SUBDIVISION, FIRST FILING**

KNOW ALL MEN BY THESE PRESENTS, that Brianne Custom Builders, a sole proprietor, Grantor, the owner of Southern View, First Filing as shown by that Final Plat thereof in Plat Cabinet B, Slot 183, official records of the County Clerk, Laramie County, Wyoming, a replat of Lot 37, Block 1, Highland Village Second Filing an Addition to the City of Cheyenne, Laramie County, Wyoming, does hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of use to which the Lots within Southern View, First Filing (hereinafter the "Subdivision") may be put:

1. **INTENT.** It is the intent of these covenants to protect and enhance the value, desirability and attraction of the Subdivision; to protect Lot owners from development and use of other Lots within the Subdivision which may depreciate the value and/or restrict the use of their Lot(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the homes and improvements of the Subdivision; to encourage the construction and maintenance of appropriate improvements and to insure and encourage the provision of adequate and suitable landscaping. The restrictions imposed by these covenants are intended to be kept to a minimum, while preserving the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger. It is the further intent to provide by these covenants that disturbance of the natural environment be kept to a minimum.
2. **ARCHITECTURAL CONTROL COMMITTEE.** An Architectural Control Committee for the subject property is constituted. This committee is composed of Floyd M. Lopez or his successors as provided for herein. All notices to the Committee required herein shall be sent to "Architectural Control Committee - Southern View Subdivision, c/o Floyd M. Lopez, 3553 Ridge Road, Cheyenne, WY 82001." The committee may designate a representative to act for it. In the event of a vacancy due to the death, termination or resignation of any member, the remaining member shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation of any kind for services performed pursuant to this covenant.

The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this provision, or any provision in this Declaration. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant, and any approval or permission granted by the Committee shall not in any way be construed to mean acceptance of any submission to any private or governmental agency. The Committee may grant variances to these restrictions and requirements upon a showing of special circumstances arising from the topography, size or shape of a particular Lot only.

3. **PRIOR COMMITTEE APPROVAL REQUIRED.** No building shall be erected upon the subject property from and after the date of this Declaration until approval of the construction plans and specifications and a site plan showing the location of the structure has been applied for by written notice of intent to construct sent by certified mail, return receipt requested, to the Architectural Control Committee at the above address. The Committee shall consider each such application as to quality of workmanship and materials described, conformance with this Declaration and harmony of the exterior colors, exterior construction materials and exterior design with existing structures and location with respect to topography and finish grade elevations. The Committee shall advise the applicant in writing of its decision within 30 days of receipt of the application. In the event that the Committee disapproves any submitted plan, it shall inform the applicant, in writing, of the specific basis for disapproval and the manner in which the applicant may amend such plan to secure approval.

In the event the Committee or its designated representative fails to approve or disapprove any such plans so submitted within 30 days after receipt by the Committee, Committee approval will not be required and this particular related covenant shall be deemed to have been fully complied with.

In the event that any construction is commenced upon said Lot with the Subject property without having first secured Committee approval, the Committee or any owner of a lot with the Subject property may institute an action to enjoin such construction until Committee approval has been granted. No such suit may be commenced after any such unapproved construction has been completed. The prevailing party in any such injunction action shall be entitled to recover its or their attorney's fees and costs of such action.

4. **RESTRICTIVE USE.** All Lots within the Subdivision shall be known and described as residential Lots and will be restricted by covenants contained in these Declarations. Lots shall be used and occupied as private residences only. The owners of Lots within the Subdivision shall have full enjoyment of the Lots, subject, however, to the covenants contained in this Declaration and all applicable laws and ordinances. All present or future owners or any other person that might use the facilities of the Subdivision in any manner, are subject to the provisions of this document; and the mere acquisition of any Lot or the mere act



of occupancy of any Lot shall signify that the provisions of this document are accepted and ratified.

5. **CONSTRUCTION STANDARDS.** No mobile homes, manufactured homes or pre-built homes may be placed upon any Lot of the Subdivision and no existing home may be moved onto any Lot from another location.

All construction of residential dwellings and outbuildings must meet the minimum requirements of this Declaration and each of the following codes and regulations in effect at the time of construction:

- a. Uniform Building Code;
- b. Uniform Plumbing Code;
- c. Uniform Mechanical Code;
- d. National Electric Code;
- e. Laramie County Department of Environmental Health regulations; and
- f. FHA Building requirements.

All construction must be new "stick-built" construction as such term is defined in the construction industry. All roofing must be quality grade asphalt shingles (Malarkey or equivalent).

All structures must be located upon a Lot in conformity with the setback distances adopted by the City of Cheyenne.

6. **USE OF LOTS.** No activity of a noxious or offensive nature may be conducted upon any Lot in the Subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. All dwellings, buildings and other improvements are to be kept in a state of good general condition and repair at all times. Television antennas are prohibited. Television satellite dishes may be allowed, but their size shall be limited to nineteen inches (19") in diameter and their location and the screening design must take into account adjacent Lot owners' views and the views from the public roadways which serve the Subdivision.

No Lot nor the adjacent sidewalks or street shall be used or maintained as a dumping ground for rubbish or junk, specifically junked vehicles, unlicensed vehicles, vehicles which are not in running condition or are in a state of disrepair or appliances and similar objects. Trash, garbage or other waste shall be kept only in sanitary containers. All sanitary containers or disposal equipment shall be of the type and kind that can be removed and/or emptied on a regular basis. No burning of grass, weeds, trash, construction materials, waste or any other material of any sort shall be allowed at any time. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises.

No business activity or home occupation uses shall be permitted upon any Lot in the Subdivision. This restriction shall not apply to a residential office within a home utilized by the Lot Owner only. No such use which causes additional traffic or parking impact by employees or customers of such business use shall be permitted.

No residential dwelling shall be rented by the owner for transient purposes, which shall be defined as a rental for any period less than 30 days. Other than the foregoing obligations, the owners of the respective Lots shall have the absolute right to lease their dwelling, provided that the lease is made subject to the covenants and restrictions contained in this Declaration.

7. **OUTBUILDINGS.** No shed, lean-to, canopy or other structure not connected to the residential structure shall be constructed upon any Lot within the Subdivision without the express written consent of the Committee. Any Lot owner who desires to construct any such structure shall submit a request, the construction plans and a description of materials to the Committee for approval in the manner set forth in Paragraph 3 above. Any such structure must meet the minimum requirements for construction standards set forth in Paragraph 5 above.
8. **LANDSCAPING.** Each Lot owner shall install a lawn in the front yard area of each Lot within six (6) months following completion of construction of the residential dwelling on such Lot and thereafter maintain such lawn as a living and viable lawn free from weeds and crabgrass. Such lawn need not be installed in areas where other landscaping, rock gardens, trees, pools, patios, decks or approved outbuildings are located. No trees and or shrubs shall be planted in such a manner as to create a hedge that defines the boundaries of any Lot. This restriction shall not prevent the planting and maintenance of trees and/or shrubs as windbreaks or for privacy screening so long as such landscaping does not form a perimeter border of the Lot. In addition, landscaping and other improvements in general shall not be allowed in locations on Lots where their presence may interfere with necessary safe distance visual requirements at road intersections or driveways.

No buildings, landscaping or other site improvements shall be allowed which may interfere with the natural designed drainage patterns that exist through the subdivision as a whole.

9. **SIGNS.** Except for signs installed by the Grantor which identify the Subdivision, no sign of any kind shall be displayed to the public view on any residential Lot except for temporary signs of not more than five (5) square feet advertising the property for sale.
10. **PETS AND ANIMALS.** Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. Pets must be under the control of the Owner at all times and will not be allowed to run free off the owner's Lot. No livestock or fowl of any kind shall be permitted on any Lot. A maximum of two (2) dogs and/or cats will be allowed to reside at each Lot. All Lot owners shall insure that any pets kept by such Owner shall not be a nuisance to any other Lot owner or resident. Pet kennels or dog runs are permitted so long as they are properly screened from the view of other Lot owners and/or public roads that serve the Subdivision. Lot owners are responsible for daily pick-up of all animal waste and feces from Lots and all other areas of the Subdivision that may have been occupied by their animals.



11. **VEHICLES.** No vehicles, except private passenger automobiles, light duty trucks and/or vans and recreational-type vehicles, shall be parked or stored on any Lot or roadway of the Subdivision. Vehicles that are not in running condition or are in a state of disrepair shall not be parked on a Lot or on the road in front of a residence or on the front driveway or anywhere within the Subdivision more than seventy-two (72) hours at any one time or as a repeated practice. No vehicles, trailers, or vehicular equipment shall be habitually parked along any of the public roadways with the Subdivision. Owners of camp trailers, horse trailers, boats and boat trailers and any recreational vehicles larger than light-duty pickups and vans shall park such vehicles away from the general view of adjacent Lot owners and away from the roadway side of any residence and for not more than seventy-two (72) hours.

12. **FENCING.** No fencing may be installed or allowed in, on or around the front portion of any Lot (that portion of the Lot adjacent to the front door of the residential structure). All other fencing must be approved by the Committee upon application for approval submitted by the Lot owner in the manner set forth in Paragraph 3 above.

13. **CITY WATER AND SEWER SYSTEM.** All Lots shall be serviced by City of Cheyenne sewer and water services. No septic systems or wells are permitted on any Lot in the Subdivision.

14. **BINDING EFFECT; EXTENSION; AMENDMENT.** This Declaration and all restrictions set forth herein and in the Agreement attached hereto and incorporated herein runs with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by at least seventy-five percent (75%) of the then owners of the Lots agreeing to amend this Declaration in whole or in part and recorded upon the deed records of the Clerk of Laramie County Wyoming.

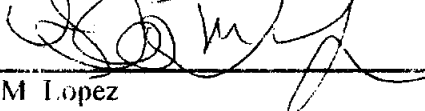
15. **ENFORCEMENT.** This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the Committee or any owner of any Lot subject to this Declaration by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation or for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees incurred by the Committee and/or Lot owner in such proceedings. The failure to enforce or cause the abatement of any violation of this Declaration and these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within this Declaration. The Grantor is in no way responsible for enforcement of the restrictions in the Declaration and the Committee is immune from any liability and has no mandatory duty to enforce this Declaration.



16 **SEVERABILITY.** Invalidation of any one of these restrictions by judgment of Court Order shall in no way affect any of the other provisions which shall remain in full force and effect

Dated this _____ day of _____, 20_____

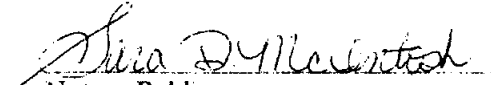
Brianne Custom Builders, GRANTOR

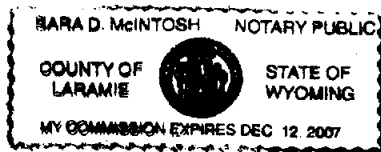
By: 
Floyd M Lopez

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing Declaration was acknowledged before me by Floyd M. Lopez, know to me as Sole Proprietor of Brianne Custom Builders, who swore that he was executing this document with the authority and for the benefit of Brianne Custom Builders this 24th day of April, 2006.

Witness my hand and official seal.


Notary Public



SUBDIVISION SETUP FORM

Subdivision Proper Name SOUTHERN VIEW

Received from JOHN STEIL

Grantor FLOYD M LOPEZ DBA BRIANNE CUSTOM BUILDERS Document Date 11/14/2005

Grantee IN RE SOUTHERN VIEW

Legal Description L37 BL1 HIGHLAND VILLAGE 02F

SUBDIVISION INFORMATION

Short Alpha Name SOUTHERN VIEW Number 2985

Block Name BLOCK Lot Name LOT

Replats Previous Platting Y/N Defunct Subdivision Y/N

Covenants Book/Page _____ Old Hard Copy Book/Number _____

ABSTRACTING INFORMATION

For suffix 40-69 (Existing Parcels Affected)

TWN/SUBD	RNG/BLOCK	BEGIN SEC/LOT	END SEC/LOT	R/V SW
<u>2405</u>	<u>1</u>	<u>37</u>	_____	<u>R</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

For suffix 70-99 (New Parcels Created)

BLOCK #	BEGIN LOT	END LOT	BLOCK #	BEGIN LOT	END LOT
<u>2985 1</u>	<u>1</u>	<u>23</u>	_____	_____	_____
<u>2985 2</u>	<u>1</u>	<u>12</u>	_____	_____	_____
<u>2985 3</u>	<u>1</u>	<u>8</u>	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

020-015 (R12/01)