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All of Block 55; Lots 1 through 20, Block 56; and all of Block 57
SUN VALLEY ADDITION, THIRTEENTH FILING
City of Cheyenne
Laramie County, Wyoming



SUN VALLEY HOMES, INC.
and
FOSTER LAND COMPANY
to
THE PUBLIC

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Sun Valley Homes, Inc., and Foster Land Company, Wyoming Corporations, being the present owners of the Thirteenth Filing of Sun Valley 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 with the DECLARATION OF PROTECTIVE COVENANTS, and they do further hereby covenant and agree that any subsequent grants of any of the said lots now owned by them shall be subject to covenants and restrictions hereinafter set forth.

1. LAND USE AND BUILDING TYPE. 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 detached single-family dwelling not to exceed two stories in height and a private garage for not more than two 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 elevation.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost less than \$ 40,000.00, based upon cost levels prevailing at the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a 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 dwelling, not less than 800 sq. ft.; one and one-half story dwelling, not less than 560 sq. ft.; and for a two-story dwelling, not less than 700 sq. ft.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, ancestry, status, or national origin are hereby declared to the extent such restrictions violate 42 USC 3604(c).

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 a 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. 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 dwelling shall be erected or placed on any lot having a width of less than 55 feet at th minimum building setback line nor shall any dwelling be erected of placed on any lot having an area of less than 6,050 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 operation, 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 of 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 paid 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 household pets may be kept, provided 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, or 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 drainage facilities are reserved, along the rear of all lots and along the side of certain lots, as shown on the recorded plat as easements.

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 shall 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 representative 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 withdrawal 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 from a period of thirty-five years from the date these covenants are recorded, 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 proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain activity of violation or to recover damages.

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.

625499

Reception No. JANET C. WHITEHEAD, Recorder

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)



TO THE PUBLIC:

DATE: May 18, 1981

AMENDED DECLARATION
OF PROTECTIVE COVENANTS

The undersigned, being the owners in fee simple of the following described property situate in Laramie County, Wyoming, to-wit:

Blocks 55, 56, 57, 58, 59, and 60, Sun Valley Addition, Thirteenth Filing, City of Cheyenne Laramie County, Wyoming;

do hereby make and file this amendment to a Declaration of Protective Covenants to be applicable to all of the described lands, whether by amendment or as original Declaration of Protective Covenants, to be effective thereon in accord with a Declaration of Protective Covenants filed September 30, 1980 in Book 1154 Page 584, which Declaration of Protective Covenants shall remain effective or become applicable to all described lands subject only to the following amendments and additions hereafter noted.

1. One Family Residence Designated for the Filing: Lots situate in the described lands shall be restricted to single family residential use except as to the following lots which may be utilized for multi-family construction purposes.

1-20
Two family residential units may be constructed: Lots ~~1-20~~, Block 57, Lots 1 through 9 and 30, Block 56; and Lot 1, Block 60.

Either two family or fourplex dwelling structures may be constructed on the following described lots. Block 58 and Block 59.

2. Paragraph 3 of the original Protective Covenants is hereby amended so that the minimum size provisions of the last sentence of the Paragraph shall not be applicable to multi-family residential units provided, however, that in no event shall any single unit located therein encompass a ground floor area of less than 500 square feet.

3. Paragraph 4 shall not apply to multi-family residential structures, but, however provided that in any event the requirements shall be not less than those provided by applicable City of Cheyenne zoning and site plan restrictions and requirements. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines required by the City of Cheyenne.

4. The following is added as an additional paragraph to this amended Declaration of Protective Covenants.

Parking and Non-Operative Vehicles and Facilities:
Parking of trailer-campers, 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

BOOK 1156

-1-
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby stated to be null and void.

1126

street in front of a residence or a parking area between the front building line and the street.

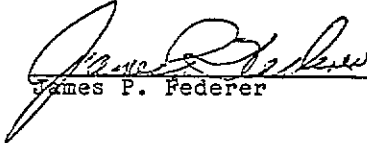
5. The membership of the Architectural Control Committee is amended and shall be composed of the following:

James P. Federer
Gregory Federer
Dale M. Kaiser


6. Paragraph 17 is amended and restated as follows:


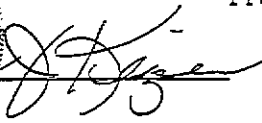
Enforcement: In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area or the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and in addition, to recover from the party so violating such protective covenants reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery of the damages. The authority granted hereby shall not obligate the owner of any lot or the Architectural Control Committee to maintain any action or institute any legal proceedings, but their failure to do so, shall not deter the right of any lot owner in the subdivision individually or in concert with others, to take action required to enforce the Protective Covenants, to enjoin violations or for the recovery of damages.

DATED this 18th day of May, 1981.


James P. Federer

SUN VALLEY HOMES INC.,

By: 
Thomas P. Black, Jr.
President



Secretary
STATE OF WYOMING)
COUNTY OF LARAMIE) ss.

On this 21st day of May, 1981, before me appeared James P. Federer and Thomas P. Black, Jr., President of Sun Valley Homes, Inc., known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes therein stated.


NOTARY PUBLIC

My Commission Expires:

DORIS L. MORRISON-NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires Oct. 11, 1981

