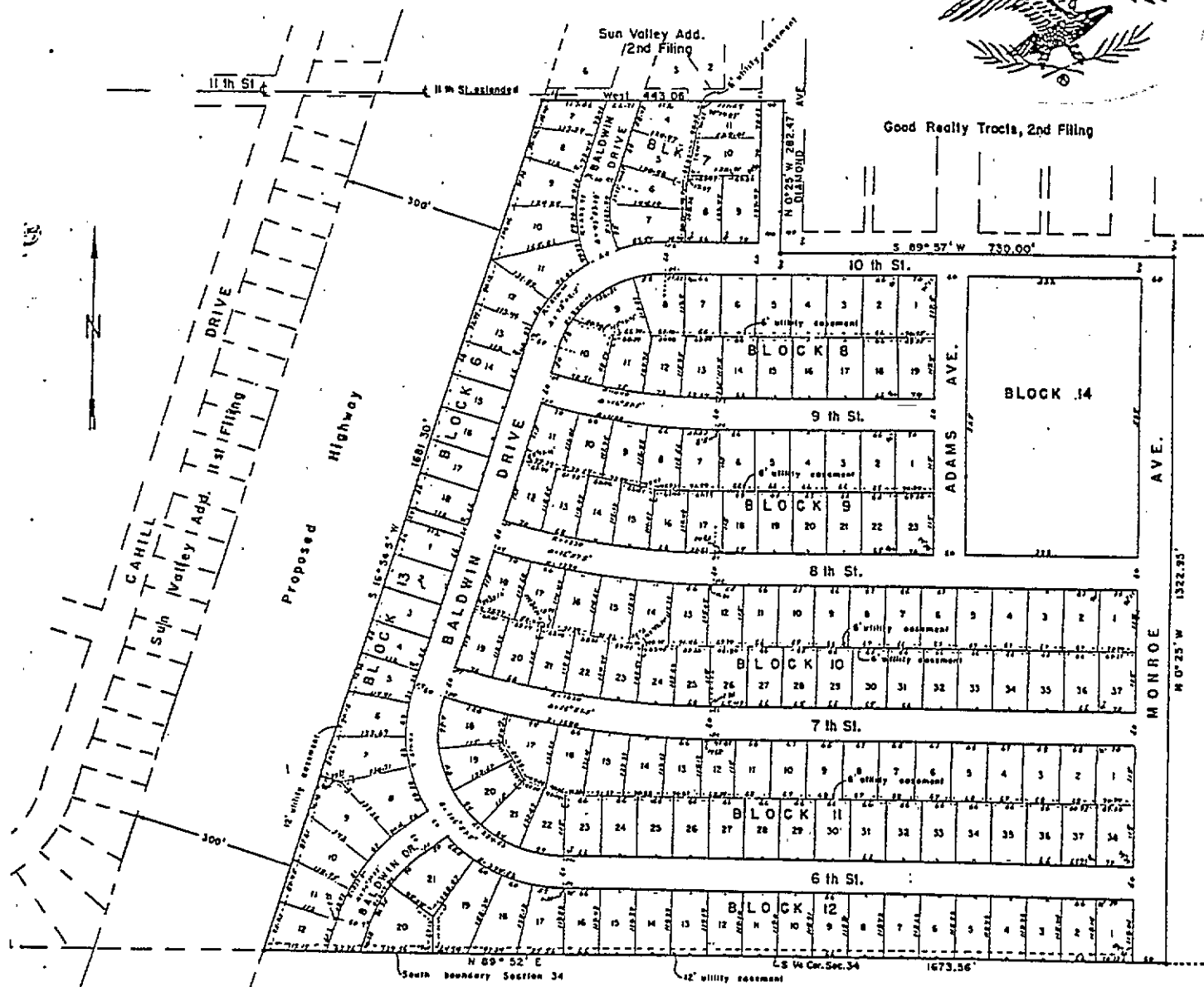




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SURVEYOR'S CERTIFICATE

State of Wyoming | 11
County of Lorencio | 11

I, Mervin D. Warren, of Cheyenne, Wyoming, hereby certify that this map of SUN VALLEY ADDITION, THIRDFILING, was made from notes taken during an actual survey made upon my direction in October and November, 1929, and if shown on the blocks, lots, streets and alleys, as marked on the ground by iron pipe set at all block corners and iron corners set at all other lot corners. Utility easements are also shown. The land embraced in this plat is all that part of the S/2 of Section 34, T. 14 N., R. 66 W., 6th P.M., Lorencio County, Wyoming, containing 176 acres, more or less, and being more particularly described as follows:

Beginning at a point on the south boundary of said Section 34, which point is 730 feet east from the south quarter corner of said Section 34; thence N 0° 25' W., a distance of 1322.95 feet to a point on the south boundary of Good Realty Tracts, 2nd Filing, Lorencio County, Wyoming; thence S 89° 57' W. along the south boundary of Good Realty Tracts, 2nd Filing, a distance of 730 feet to the southwest corner of Good Realty Tracts, 2nd Filing, thence N 0° 25' W. along the west boundary of Good Realty Tracts, 2nd Filing, thence S 16° 34' W. along the south boundary of Sun Valley Addition, 2nd Filing, a distance of 443.06 feet to a point on the easterly R/W line of the proposed State Highway; thence S 16° 34' W. along said R/W line a distance of 4681.3 feet to a point on the east boundary of said Section 34, thence N 89° 52' E. along the south boundary of said Section 34, a distance of 1673.56 feet to the point of beginning.

Mervin D. Warren
Wyo. Reg. No. 228

DEDICATION

Know all men by these presents, that T. P. Black and Elizabeth Black, owners in fee simple of the land embraced in SUN VALLEY ADDITION, THIRD FILING, Lorencio County, Wyoming, do hereby dedicate the subdivision of said land, as depicted on this plat, to the use of the public forever and in accordance with their covenants, and do hereby dedicate to the use of the public forever all the streets, alleys and utility easements shown hereon.

Witness *T. P. Black*
Witness *Elizabeth Black*

ACKNOWLEDGEMENT

The State of Wyoming | 11
County of Lorencio | 11

On this 11th day of November, A.D. 1929, before me, a Notary Public, in and for the State of Wyoming, personally appeared T. P. Black and Elizabeth Black, to me known to be the persons described in and who executed the within and foregoing dedication, and acknowledged said instrument to be their free act and deed and for the purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office this day and year first above written.

My commission expires *March 18th 1931*

Notary Public
Residing at *Cheyenne, Wyoming*

APPROVAL

Approved by the City Commission of the City of Cheyenne this 11th day of November, A.D. 1929.

City Clerk
Mayor

APPROVAL

Approved by the Board of County Commissioners of Lorencio County, Wyoming, this 11th day of November, A.D. 1929.

County Clerk
Chairman

SUN VALLEY ADDITION, THIRD FILING

A Subdivision of Part of the S/2 Section 34,
T. 14 N., R. 66 W., 6th P.M.,
Lorencio County, Wyoming

Scale 1" = 100'
Curved lot lines are chord lengths.

November 1929

Number T. P. Black and Elizabeth
Black, husband and wife,
to
676-31/32 The Public

* DECLARATION OF PROTECTIVE
* COVENANTS, Sun Valley Addition
* Filing No. 3 to the City of
* Cheyenne, Laramie County, Wyo-
* ming

* Dated February 29, 1960

Recites:

* Recorded February 29, 1960
* at 10:36 A.M.

Book 676, Pages 31/2

KNOW ALL MEN BY THESE PRESENTS, That the undersigned T. P. Black and Elizabeth Black, husband and wife, being the present owners of the 3rd 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 in the within 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 the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or well shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line of 25 feet.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00, 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 area of the main structure, exclusive of one-story open porches and garages, shall be not less than 864 square feet for a one-story dwelling, not less than 960 square feet for one and one-half stories, and not less than 1,060 square feet for a two-story dwelling.

4. BUILDING LOCATION. No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 5 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, eaves, steps, and open porches shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon

Restrictions including a preference
limitation of development based
on area, etc. etc. etc. etc.
and shall be subject to the
terms of the Declaration of
Protective Covenants and
Restrictions of the Sun Valley
Addition to the City of
Cheyenne, Laramie County,
Wyoming.



Number
Continued
676-31/32

another lot. In event a house is turned on a corner lot to face the side street, the setback line at the front of the lot shall be 5 feet greater than the setback of the adjoining house 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 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 5000 square feet.

6. NUISANCE. 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.

7. 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 either temporarily or permanently, except for 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, 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.

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.

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 they are not kept, bred, or maintained for any commercial purpose.

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 incinerators or other equipment for storage or disposal of such material shall be kept in clean and sanitary condition.

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, one sign of not more than 5 square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.

13. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved.

14. MEMBERSHIP. The architectural control committee is composed of T. P. Black, T. P. Black, Jr., John W. Black, and James Black, all 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 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 to withdraw from the committee or to restore to it any of its powers and duties.



Number
Continued
676-31/32

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 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 the related covenants shall be deemed to have been complied with.

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 twenty-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 proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

18. BLOCK 14, Sun Valley Addition, Filing No. 3, shall be reserved as a school site, pending final negotiations with the Laramie County, School Board.

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

Signed at Cheyenne, Wyoming this 29 day of February, 1960.

Signed: T. P. Black —
Elizabeth Black

Acknowledged February 29, 1960, by T. P. Black and Elizabeth Black, husband and wife, before Ronald M. Vontz, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires October 21, 1963.

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