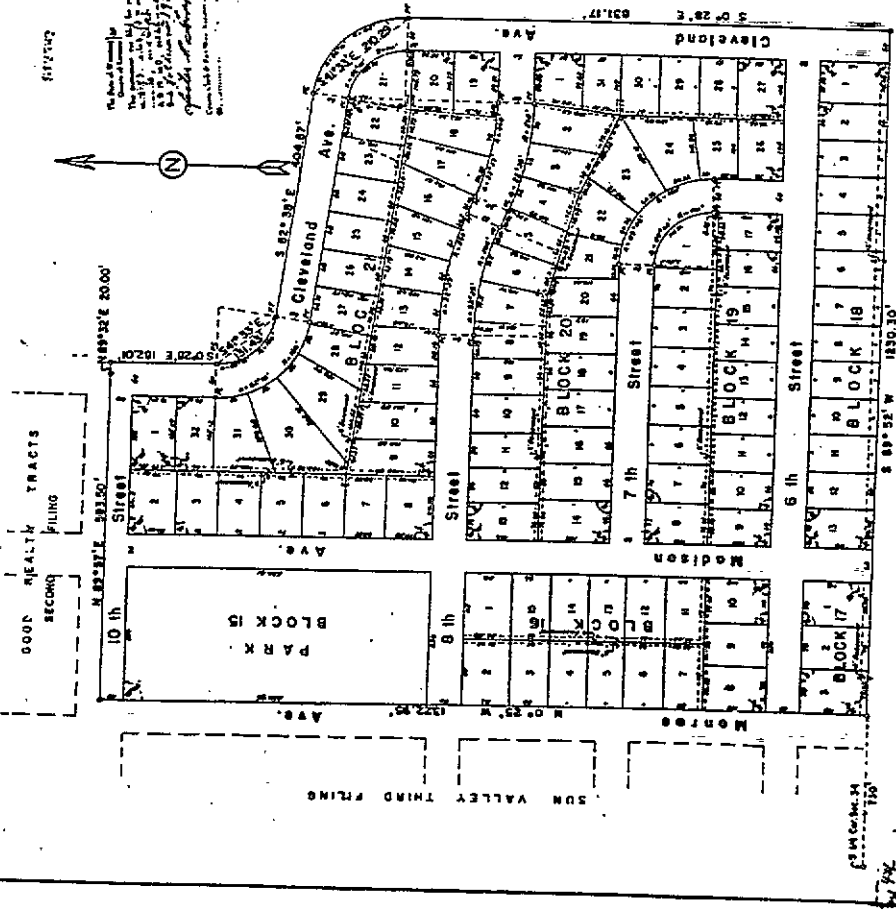




First American Title™

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SURVEYOR'S CERTIFICATE

The State of Wyoming }
County of Laramie } 15
I, William D. Smith, of Cheyenne, Wyoming, do hereby certify that the plat of Sun Valley Addition, Fourth Filing, was made from field notes taken during an actual survey made under my direction in August 1940. The lines bounding the location of all lots, blocks, streets, and corners as marked on the ground by iron pipe set at all block corners and by iron pipe set at all other lot corners; that the land described in the plat is in the County of Laramie, State of Wyoming, and is in the City of Cheyenne, Wyoming, containing 32.22 acres, more or less, and that said land is divided as follows: Beginning at a point on the south boundary of said Section 34, a distance of 750 feet east of the 24th corner of said Section, a which point is the southeast corner of Sun Valley Addition, 3rd Filing; thence N 0° 25' W along the east boundary of Sun Valley Addition, 3rd Filing, a distance of 1322.85 feet to a point; thence N 89° 37' E along the north boundary of said Section, a distance of 182.00 feet to a point; thence S 0° 35' E, a distance of 182.00 feet to a point; thence S 89° 37' E, a distance of 404.87 feet to a point; thence S 89° 37' E, a distance of 210.28 feet to a point; thence S 89° 37' E, a distance of 210.28 feet to a point; thence S 0° 28' E, a distance of 831.17 feet to a point on the south boundary of said Section 34; thence S 89° 37' W, along the town boundary of said Section 34, a distance of 1030.00 feet to the point of beginning.

William D. Smith
Surveyor

ACKNOWLEDGEMENT

The State of Wyoming }
County of Laramie } 15
On this 15th day of August, 1940, before me, a Notary Public, and for the title of Wyoming, previously appeared T.P. Black and the City of Cheyenne, Wyoming, and acknowledged and admitted to be their free act and deed and for the purpose herein set forth in their form set and filed in my office, the day and year first above written.
By commission expires August 22, 1942
W.D. Smith
Notary Public

Notary at Cheyenne, Wyoming

APPROVAL

Approved by the Board of City Commissioners of the City of Cheyenne, Wyoming, this 15th day of August, 1940.
City of Cheyenne, Wyoming
City Clerk

W.D. Smith
City Clerk

APPROVAL

Approved by the Board of County Commissioners of Laramie County, Wyoming, this 15th day of August, 1940.
County of Laramie
County Clerk

W.D. Smith
County Clerk

DEDICATION

Know all men by these presents, that T.P. Black and Elizabeth Black, owners in fee simple of the land embraced in this plat and subdivision of Sun Valley Addition, 4th Filing, do hereby dedicate the description of the within described land as appears on this plat, to the public use and do hereby accept of the same with their heirs and assigns forever. In witness whereof, we have hereunto set our hands and seals at Cheyenne, Wyoming, this 15th day of August, 1940.

W.D. Smith
Surveyor

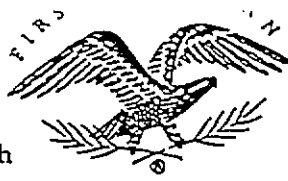
T.P. Black
Edgely Black

SUN VALLEY ADDITION, FOURTH FILING

A Subdivision of Part of
Section 34, T.14 N., R.66 W., 6th P.M.
Laramie County, Wyoming

Scale: 1" = 100'

Plat Corrected for Taxes and Long Chain Lengths August 1940



Book 690
Page 107/9

T. P. Black and Elizabeth
Black, husband and wife

DECLARATION OF PROTECTIVE COVENANTS

Dated October 7, 1960

in re

Recorded October 7, 1960 at 4:41 P.M.

SUN VALLEY ADDITION, FOURTH
FILING.

KNOW ALL MEN BY THESE PRESENTS, That the undersigned T. P. Black and Elizabeth Black, husband and wife, being the present owners of the 4th Filing of Sun Valley Addition to the City of Cheyenne, Laramie County, Wyoming, do hereby covenants and agree that all of said blocks in said Addition and all of said lot in said blocks are held subject to and with the benefit of all the restrictions, conditions, covenants, charges and agreements contained within 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.

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

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 the 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 wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building set back 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 560 square feet for one and one-half stories and not less than 700 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 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 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 of 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 obnoxious 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 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, 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, "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 T. P. Black, John W. Black, Ronald M. Vontz, and Raymond Woods, 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 recorded 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.



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

19. Land is reserved for park site as shown on plat. If the said land is not utilized as park site reservation is made to use said land as home sites.

Signed at Cheyenne, Wyoming this 7th day of October, 1960.

Signed: T. P. Black
Elizabeth Black

Acknowledged October 7, 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 31, 1963.

Homestead rights released in acknowledgment only.

Wife apprised of her right and the effect of signing and acknowledging same in joint acknowledgment.

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