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CERTIFICATE OF ENGINEER

State of Wyoming, }
County of Laramie } ss

I, Francis J. Thornton of Cheyenne, Wyoming do hereby certify that the above plat of Sun Valley Addition, Fifth Filing, was made from notes taken during an actual survey made under my direction during the month of June 1961, that it correctly shows the location of all lots, blocks, streets and easements as marked on the ground, and indicated on plat, that the land embraced in this subdivision is part of the southeast one-quarter of section 34, T.14 N., R.66 W., 6th P.M., Laramie County, Wyoming, containing 30.85 acres more or less, and being more particularly described as follows: Beginning at the southeast corner of said section 34 thence proceeding S 89°52' W a distance of 668.0 feet to a point which point is the southeast corner of Sun Valley Addition, Fourth Filing; thence N 0°28' W a distance of 831.7 feet to a point of curve; thence on a curve to the left having a radius of 160 feet and long chord which bears N 41°33' W, 210.29 feet to the point of tangency; thence N 82°38' W, 404.87 feet to a point of curve; thence on a curve to the right having a radius of 100 feet and long chord which bears N 41°33' W, 131.43 feet to the point of tangency; thence N 0°28' W, 182.01 feet; thence N 89°32' E, 20.0 feet; thence N 0°26' W, 20.0 feet; thence N 39°32' E, 45.41 feet to a point of curve; thence on a curve to the right having a radius of 560.11 feet and long chord which bears S 86°30' E, 77.33 feet to the point of tangency; thence S 82°33' E, 233.92 feet to a point of curve; thence on a curve to the left having a radius 300.05 feet and long chord which bears N 68°15' E, 292.76 feet to the point of tangency; thence N 39°03' E, 597.09 feet; thence S 50°57' E, 192.97 feet; thence N 89°32' E, 117.63 feet to the east boundary of said section 34; thence S 0°28' E, 1756.40 feet more or less to the point of beginning.

Francis J. Thornton
Wyo. Reg. No. 337 R.E. & L.S.

DEDICATION

Know all men by these presents; that T. R. Black and Elizabeth Black, owners in fee simple of the land embraced in this plat and description of Sun Valley Addition, 5th Filing, do hereby declare the subdivision of the within described land as appears on this plat, to be their free act and deed and in accordance with their desires and do hereby dedicate to the use of the public forever all of the streets, alleys, and easements shown hereon

Witness *T. R. Black* T. R. Black
Witness *Elizabeth Black* Elizabeth Black

ACKNOWLEDGEMENT

State of Wyoming }
County of Laramie } ss

On this 5th day of Sept, A.D., 1961, before me a Notary Public, in and for the State of Wyoming, personally appeared T. R. 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 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office the day and year first above written.

My commission expires December 14, 1964

Clayton B. Morrison
Notary Public
Residing at Cheyenne, Wyoming

93705t



APPROVAL

Approved by the City Commission of the City of Cheyenne this 5th day of September, A.D., 1961.

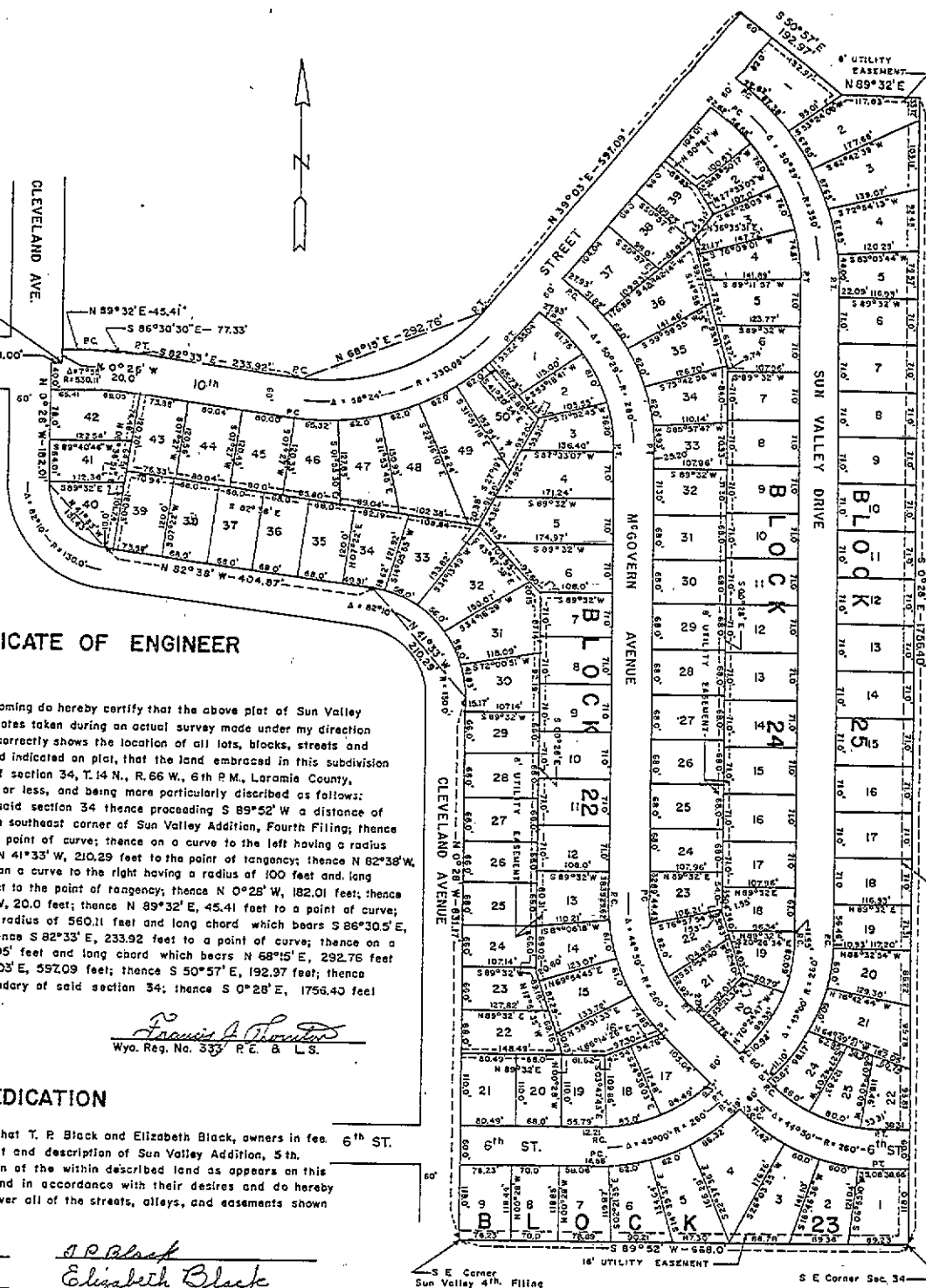
Attest *Walter Stott*
City Clerk

Walter Stott
Mayor

APPROVAL

Approved by the Board of County Commissioners of Laramie County, Wyoming, this 11th day of Oct, A.D., 1961.

The State of Wyoming }
County of Laramie }
This instrument was filed for record
in the office of the County Clerk on the
5th day of September, 1961, and duly recorded in
Book 13, Page 93705t.





Book 713
Page 570

T. P. Black & Elizabeth
Black, Husband and Wife,
Black Development Company

DECLARATION OF PROTECTIVE
COVENANTS

Dated October 10, 1961

Recorded Oct. 10, 1961
at 4:43 P.M.

in re

Sun Valley Addition, 5th
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 5th 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 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.

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.

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 dwelling, not less than 560 square feet for one and one-half story, 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 purpose of this covenant,

RECORDING WITHOUT A PREFERENCE,
limitation or discrimination based
on race, color, religion, sex, marital
status, or handicap shall not be
hereby deemed to the extent such
restrictions violate 42 U.S.C. 3604(c).



ook 713

age 570

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 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 the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5,500 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 out-building 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 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 incinerators or other equipment for storage or disposal of such materials 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 W. 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 mem-



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bers 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 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 the 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 his 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-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. 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 10th day of October 1961.

Signed: T. P. Black
Elizabeth Black

Acknowledged October 10, 1961 before Claude E. Morrow, Notary Public, Laramie County, Wyoming. (Notarial Seal)
Commission expires Dec. 19, 1964.

Reception No. 958398.

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in re

Sun Valley Addition, Fifth Filing.

RATIFICATION OF PLAT AND DEDICATION OF SUN VALLEY FIFTH FILING AND PROTECTIVE COVENANTS

Dated November 13, 1961

Recorded Nov. 14, 1961 at 4:31 P.M.

WHEREAS, T. P. Black and Elizabeth Black, on September 5, 1961, did plat and dedicate to the public use, those lands described as Sun Valley Addition, Fifth Filing; and,

WHEREAS, T. P. Black and Elizabeth Black, on October 10, 1961, did execute a Declaration of Protective Covenants for said Sun Valley Addition, Fifth Filing, which were duly recorded in the office of the County Clerk of Laramie County, State of Wyoming, on October 10, 1961, in Book 713, pages 570 to 572 inclusive; and,

WHEREAS, The Black Development Corporation having an interest in said lands, neither signed or executed said plat and dedication of Sun Valley Addition, Fifth Filing, or the Protective Covenants thereto.

IT IS, THEREFORE, the intention and purpose of the undersigned, Black Development Corporation, to hereby ratify and confirm the said plat and dedication of Sun Valley Addition, Fifth Filing, and the Declaration of Protective Covenants, executed by T. P. Black and Elizabeth Black on October 10, 1961, which were recorded in the office of the County Clerk, Laramie County, State of Wyoming, October 10, 1961, in Book 713, pages 570 to 572 inclusive.

Dated: November 13, 1961.

Corporate Seal

Signed: BLACK DEVELOPMENT CORPORATION

By: T. P. Black, President

Attest: Elizabeth Black, Secretary

Acknowledged November 13, 1961 by T. P. Black, President of Black Development Corporation, to be the free act and deed of said corporation, before Lewis F. Hanson, Notary Public, Laramie County, Wyoming. (Notarial Seal) Commission expires April 11, 1964.

Reception No. 962058.

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