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RECEPTION NO. 302416 JOHN D. EBERMAN, Esq.

DECLARATION OF PROTECTIVE COVENANTS  
SUN VALLEY ADDITION SIXTH FILING  
City of Cheyenne  
Laramie County, Wyoming



T.P. Black & Son, Inc.

to

The Public

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, T. P. Black & Son, Inc., a Wyoming Corporation, being the present owner of the Sixth 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 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 \$15,000.00, 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.
4. BUILDING LOCATION. No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 3 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 the minimum building setback line nor shall any dwelling be erected or 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.

Restrictions including a protective  
provision of deeded interest based  
on the city, state, and federal  
laws, and of national origin are  
hereby added to the extent such  
restrictions violate 42 USC 3604(c).



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 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 walls or hedges.

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 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 building setback line.

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 50 square feet, advertising the property during the construction of 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 T.P. Black, Sr., John W. Black, Tom Black Jr., and Nadine Sutter 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 the 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 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 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 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 damage.

18. SEVERABILITY. In validation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

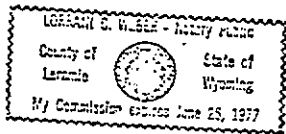
Signed at Cheyenne, Wyoming, this 27 day of June, 1974.  
T.P. Black & Son, Inc., a Wyoming Corporation.

John W. Black  
T.P. Black & Son, Inc., - President  
John W. Black  
Secretary



STATE OF WYOMING )  
                          ) SS:  
COUNTY OF LARAMIE )

On this 27th day of June A.D., 1974, before me personally appeared John W. Black to me personally known, who being by me duly sworn, did say that he is the President of T.P. Black & Son, Inc., and that the seals affixed to said plat and dedication are the corporate seal of said Corporation and that said plat and dedication has been made by authority of their Board of Directors and said President acknowledges that said plat and dedication to be the free act and deed of said Corporation.



My Commission expires June 26, 1977  
Lorran C. Wilson  
Notary Public  
Residing at Cheyenne, Wyo 82001