

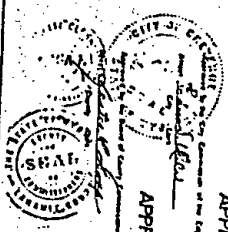
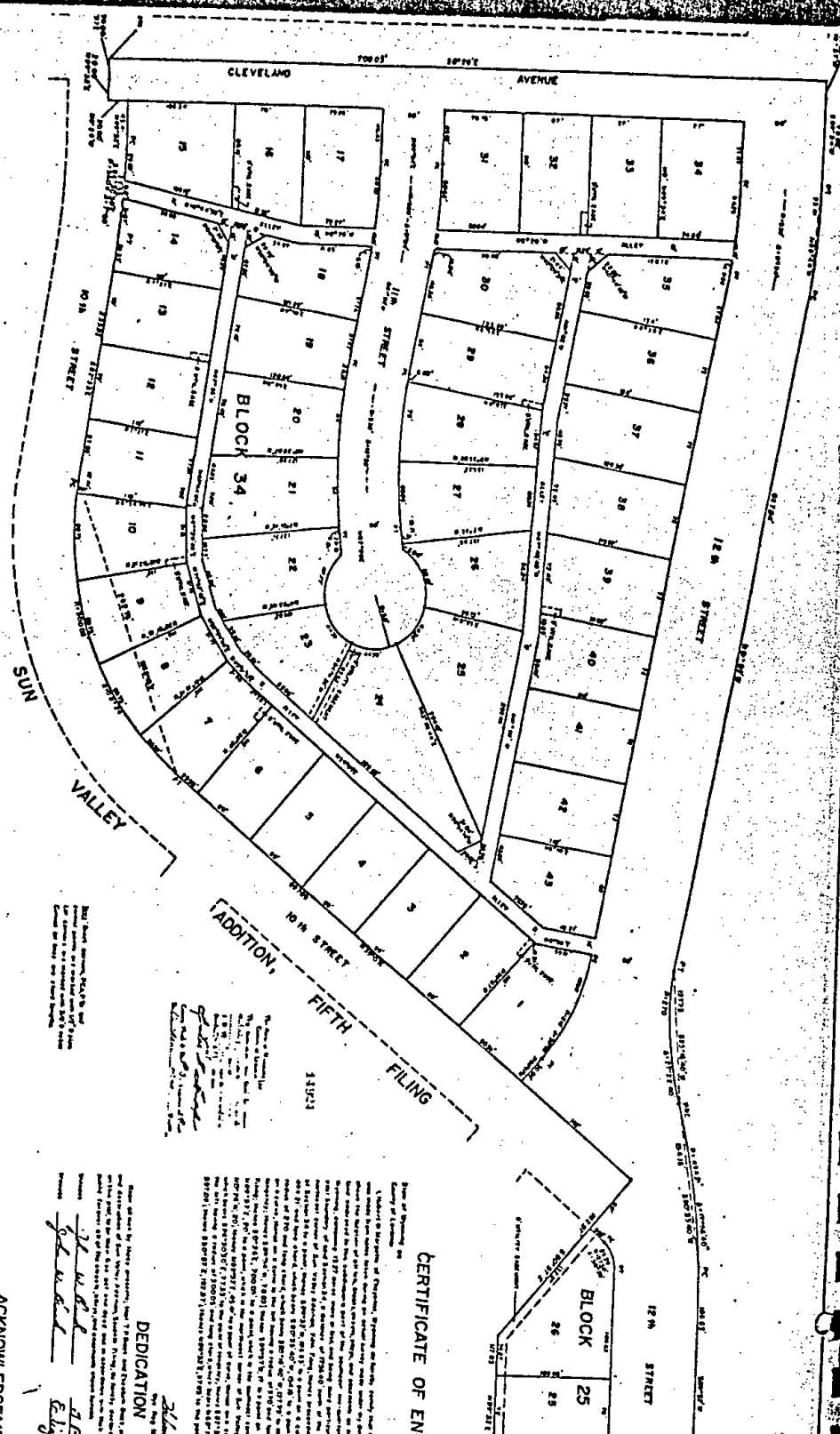


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LOT	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA
1	1000	1000	1000	1000	1000	1000	1000	1000	1000
2	1000	1000	1000	1000	1000	1000	1000	1000	1000
3	1000	1000	1000	1000	1000	1000	1000	1000	1000
4	1000	1000	1000	1000	1000	1000	1000	1000	1000
5	1000	1000	1000	1000	1000	1000	1000	1000	1000
6	1000	1000	1000	1000	1000	1000	1000	1000	1000
7	1000	1000	1000	1000	1000	1000	1000	1000	1000
8	1000	1000	1000	1000	1000	1000	1000	1000	1000
9	1000	1000	1000	1000	1000	1000	1000	1000	1000
10	1000	1000	1000	1000	1000	1000	1000	1000	1000
11	1000	1000	1000	1000	1000	1000	1000	1000	1000
12	1000	1000	1000	1000	1000	1000	1000	1000	1000
13	1000	1000	1000	1000	1000	1000	1000	1000	1000
14	1000	1000	1000	1000	1000	1000	1000	1000	1000
15	1000	1000	1000	1000	1000	1000	1000	1000	1000
16	1000	1000	1000	1000	1000	1000	1000	1000	1000
17	1000	1000	1000	1000	1000	1000	1000	1000	1000
18	1000	1000	1000	1000	1000	1000	1000	1000	1000
19	1000	1000	1000	1000	1000	1000	1000	1000	1000
20	1000	1000	1000	1000	1000	1000	1000	1000	1000
21	1000	1000	1000	1000	1000	1000	1000	1000	1000
22	1000	1000	1000	1000	1000	1000	1000	1000	1000
23	1000	1000	1000	1000	1000	1000	1000	1000	1000
24	1000	1000	1000	1000	1000	1000	1000	1000	1000
25	1000	1000	1000	1000	1000	1000	1000	1000	1000
26	1000	1000	1000	1000	1000	1000	1000	1000	1000
27	1000	1000	1000	1000	1000	1000	1000	1000	1000
28	1000	1000	1000	1000	1000	1000	1000	1000	1000
29	1000	1000	1000	1000	1000	1000	1000	1000	1000
30	1000	1000	1000	1000	1000	1000	1000	1000	1000
31	1000	1000	1000	1000	1000	1000	1000	1000	1000
32	1000	1000	1000	1000	1000	1000	1000	1000	1000
33	1000	1000	1000	1000	1000	1000	1000	1000	1000
34	1000	1000	1000	1000	1000	1000	1000	1000	1000



APPROVAL
 [Signature]
 APPROVAL
 [Signature]

1. The State of Utah, by and through its duly authorized officers, does hereby certify that the above plat of the Sun Valley Addition, Seventh Filing, is a true and correct copy of the original plat on file in the office of the State Engineer at Salt Lake City, Utah, and that the same is in accordance with the provisions of the laws of the State of Utah relating to the subdivision of land.

CERTIFICATE OF ENGINEER

I, the undersigned, being a duly licensed Professional Engineer in the State of Utah, do hereby certify that the above plat of the Sun Valley Addition, Seventh Filing, is a true and correct copy of the original plat on file in the office of the State Engineer at Salt Lake City, Utah, and that the same is in accordance with the provisions of the laws of the State of Utah relating to the subdivision of land.

DEDICATION

I, the undersigned, do hereby dedicate to the public use of the State of Utah the streets and alleys shown on the above plat, to-wit: 10th Street, 5th Street, and the alley between 10th and 5th Streets.

ACKNOWLEDGEMENT

I, the undersigned, do hereby acknowledge the dedication of the streets and alleys shown on the above plat, to-wit: 10th Street, 5th Street, and the alley between 10th and 5th Streets.

SUN VALLEY ADDITION, SEVENTH FILING
 A SUBDIVISION OF PART OF SECTION 34, T.14N., R.25W., S.14M.
 UTAH COUNTY, UTAH



765/353

DECLARATION OF PROTECTIVE COVENANTS

353

City of Cheyenne
Laramie County, Wyoming

JUL 26 1962

11-23-62

T. P. Black and Elizabeth Black
husband and wife
Black Development Company

RECORDED...
RECEPTION NO. 13979

LETTER E. GOV.

to
The Public

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Black Development Company, a Wyoming Corporation and T. P. Black and Son, Inc., a Wyoming Corporation, being the present owners of the 7th 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.

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

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 & 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 minimum ground floor area for the main structure are as follows: one-story dwelling not less than 900 square feet, one and one-half story dwelling not less than 560 square feet and for the two story dwelling not less than 700 square feet.

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 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 covenants, 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 house 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 62 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 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.

oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, ~~except that~~ wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derricks or other structures 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 a 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 of 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 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, after 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.

BOOK 705

Signed at Cheyenne, Wyoming this 2 day of July, 1963.

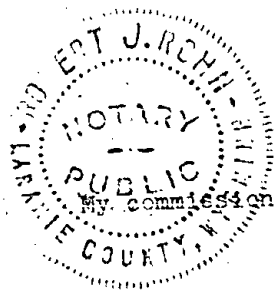
T P Black
T. P. BLACK
Elizabeth Black
ELIZABETH BLACK

THE STATE OF WYOMING)
County of Laramie)

On this 2 day of July, 1963, before me personally appeared
T. P. Black and Elizabeth Black, husband and wife, To me known to be the persons
described in and who executed the foregoing instrument and acknowledged that they
executed the same as their free act and deed.

Given under my hand and notarial seal, this day and year in this certificate first
above written.

Robert J. Rohm
NOTARY PUBLIC



My commission expires September 17, 1966