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CERTIFICATE OF ENGINEER

State of Wyoming
County of Laramie

I, Jerome M. Hoar, of Cheyenne, Wyoming, hereby certify that this plat of SUN VALLEY ADDITION, EIGHTH FILING was prepared from notes taken during the actual survey made under my direction and that it most accurately shows the location, extent, corners and other data of all lots, blocks, streets and alleys in this plat as a part of the SW 1/4 of Section 35, T. 14 N., R. 66 W., S. 8th E., Laramie County, Wyoming, containing 5.54 acres more or less, which is to be subdivided as follows: Beginning at a point which is 100'-28" by a distance of 17000 feet to the center of section 35, which point of beginning is located with the SW corner of Lot 1, Block 23, Sun Valley Addition, Fifth Filing, Thence S 0° 20' 00" E a distance of 970.00 feet to a point, thence S 89° 52' 32" W a distance of 608.72 feet to a point, thence S 89° 52' 32" W a distance of 17000 feet to the point of beginning.

John W. Black
John W. Black, President
Alfred Black, Secretary

DEDICATION

Know all men by these presents, that TP Block and Sun, Inc., a Wyoming corporation, owned in fee simple of the land embraced in this plat and dedication of SUN VALLEY ADDITION, EIGHTH FILING, does hereby set out and dedicate to the public use of the State of Wyoming, and do hereby dedicate to the use of the public forever all the streets and alleys shown hereon.

ACKNOWLEDGEMENT

State of Wyoming
County of Laramie
I, *John W. Black*, do hereby acknowledge that I have personally appeared, John W. Black, to be personally known, who, being by me duly sworn, did say that he is the owner of TP Block and Sun, Inc., and that the act aforesaid to said plat and dedication was lawfully executed by said corporation, and that said plat and dedication has been approved by the Board of Directors and said President and do hereby acknowledge that said plat and dedication to be the free act and deed of said corporation.

My Commission expires *Jan 17, 1964*
John W. Black
Notary Public
Residing at *201 East 23rd St., Cheyenne, Wyo.*

SUN VALLEY ADDITION EIGHTH FILING
Subdivision of Part of the SW 1/4 of the SW 1/4 of Section 35, T. 14 N., R. 66 W., S. 8th E.M.
Laramie County Wyoming

February 1964

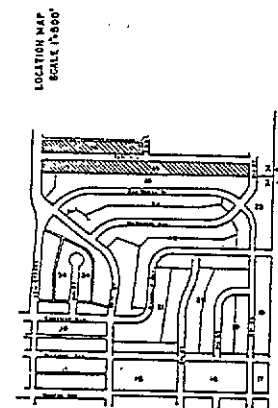
John M. Hoar
City Engineer & Planner
1001 Park Ave
Cheyenne, Wyo.

CERTIFICATE OF ENGINEER

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County of Laramie

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U. Wood
U. Wood
Wyoming Registration No. 551 P.E.A.L.S.



APPROVALS

Approved by the City Commission of the City of Cheyenne, Laramie County, Wyoming, this *14th* day of *February*, A.D. 1964.

Alfred Black
City Clerk

John W. Black
Mayor

Approved by the Board of County Commissioners of Laramie County, Wyoming, this *14th* day of *February*, A.D. 1964.

Alfred Black
County Clerk

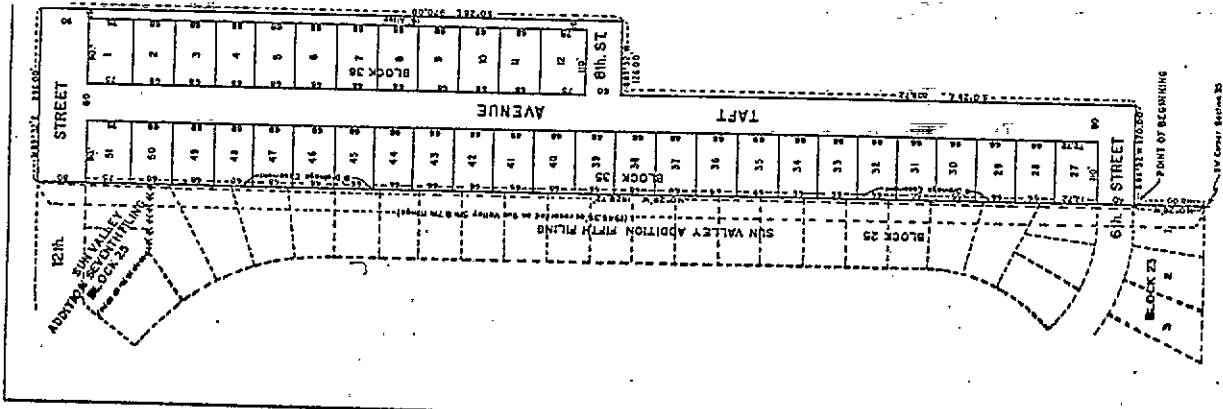
John W. Black
Chairman

Approved by the City Planning Commission of the City of Cheyenne, Laramie County, Wyoming, this *14th* day of *February*, A.D. 1964.

Alfred Black
Planning Director

John W. Black
Chairman

Scale 1" = 100'
John M. Hoar
City Engineer & Planner
1001 Park Ave
Cheyenne, Wyo.



RECORDED
IN
BOOK 783
on
PAGES 221/223



Reservations indicating a preference
of declaration based
on the City of Cheyenne, Wyoming
to the extent of the
reservations 42 (BC - 3604(C).

T. P. BLACK & SON
TO
THE PUBLIC

* DECLARATION OF PROTECTIVE COVENANTS
* SUN VALLEY ADDITION FILING NO. 8
*
* Dated March 25, 1964
*
* Recorded: March 26, 1964 at 11:59 A.M.
*

KNOW ALL MEN BY THESE PRESENTS, that the undersigned T. P. Black & Son, Inc., a Wyoming corporation, being the present owners of the 8th 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 areas of the main structures are as follows: one story dwelling, not less than 900 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 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 building, on a lot to encroach upon another lot. In the event a house is turned on a corner lot to face the said 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 6050 square feet.

6. NUISANCE. No obnoxious, offensive, or commercial activity shall be carried on upon any lot within the subdivision.

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RECORDED
IN
BOOK 783
on
PAGES 221/223



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, 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 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 materials shall be kept in a clean and sanitary condition. No garbage or trash containers 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 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 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, John W. Black, Robert J. Rohn, and Bernard Gisi, 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 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 builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained herein.

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RECORDED

IN

BOOK 783

on

PAGES 221/223



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

Signed at Cheyenne, Wyoming, this 25 day of March, 1964.
T. P. Black & Son, Inc., a Wyoming corporation.

Signed: T. P. Black & Son, Inc.
By: John W. Black, President
ATTEST: Bernard Gisi, Secretary

(CORPORATE SEAL ATTACHED)

THE STATE OF WYOMING/
COUNTY OF LARAMIE/

On this 25 day of March, 1964, before me personally appeared John W. Black to me known, who, being by me duly sworn, did say that he is the President of T. P. Black & Son, Inc., and that said instrument was signed and sealed in behalf of said T. P. Black & Son, Inc., by authority of its Board of Directors and said John W. Black acknowledged said instrument to be the free act and deed of said Corporation.

SIGNED: Robert J. Rohn

(NOTARIAL SEAL ATTACHED)

Commission expires September 17, 1966.

* * * * *

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