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Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.

CERTIFICATE OF ENGINEER

State of Wyoming ss
County of Laramie

I Jerome M. Mark, of Cheyenne, Wyoming, hereby certify that this plat for SUN VALLEY ADDITION, NINTH FILING, was made from notes 1964 and on an actual survey made under my direction in October 1964 and that the same accurately show the location, extent and area of the lots, blocks, streets and alleys as marked on the plat, and that the plat, block corners and iron spikes at all other lot corners, and that the block in this plat is a part of the W1/2 of the SW1/4 of Section 2, T.14N., R.66W., 6th P.M., Laramie County, Wyoming, containing 6.29 acres more or less and being more particularly described as follows: Beginning at the south west corner of Section 35, T.14N., R.66W., 6th P.M. Laramie County, Wyoming, thence S 02° 28' E 170.00 along the southern boundary of Section 35 to a point, thence S 02° 28' E 500 to a point, thence S 89° 59' E 243.66 to a point, thence along a curve to having a radius of 214.14 and a long chord bearing N 54° 14' 57" E 250.37 to a point, thence S 89° 59' E 71.50 to a point, thence N 18° 32' W 25.35 to a point, thence N 68° 58' E 18.00 to a point, thence N 37° 42' W 15.00 to a point, thence S 52° 18' W 37.60 to a point, thence along a curve to having a radius of 107.14 and a long chord bearing N 23° 02' 30" W 298.63 to a point, thence S 89° 59' E 126.00 along the southern boundary of Section 35 to a point, thence S 89° 59' E 126.00 along the eastern boundary of 6th Street to a point, thence S 02° 28' E 170.00 along the eastern boundary of Block 23 Sun Valley Addition Ninth Filing to the point of beginning.

Jerome M. Mark
Wyoming Registration No. 951 P.E. & L.S.

APPROVALS

Approved by the City Commission of the City of Cheyenne, Laramie County, Wyoming, this 22nd day of October, A.D. 1964.

Bill Holter
City Clerk

Approved by the Board of County Commissioners of Laramie County, Wyoming, this 22nd day of October, A.D. 1964.

Frank J. McFee
Chairman

Approved by the City Planning Commission of the City of Cheyenne, Laramie County, Wyoming, this 12th day of October, A.D. 1964.

Frank J. McFee
Chairman

Frank J. McFee
Planning Director

Frank J. McFee
County Clerk

Frank J. McFee
Mayor

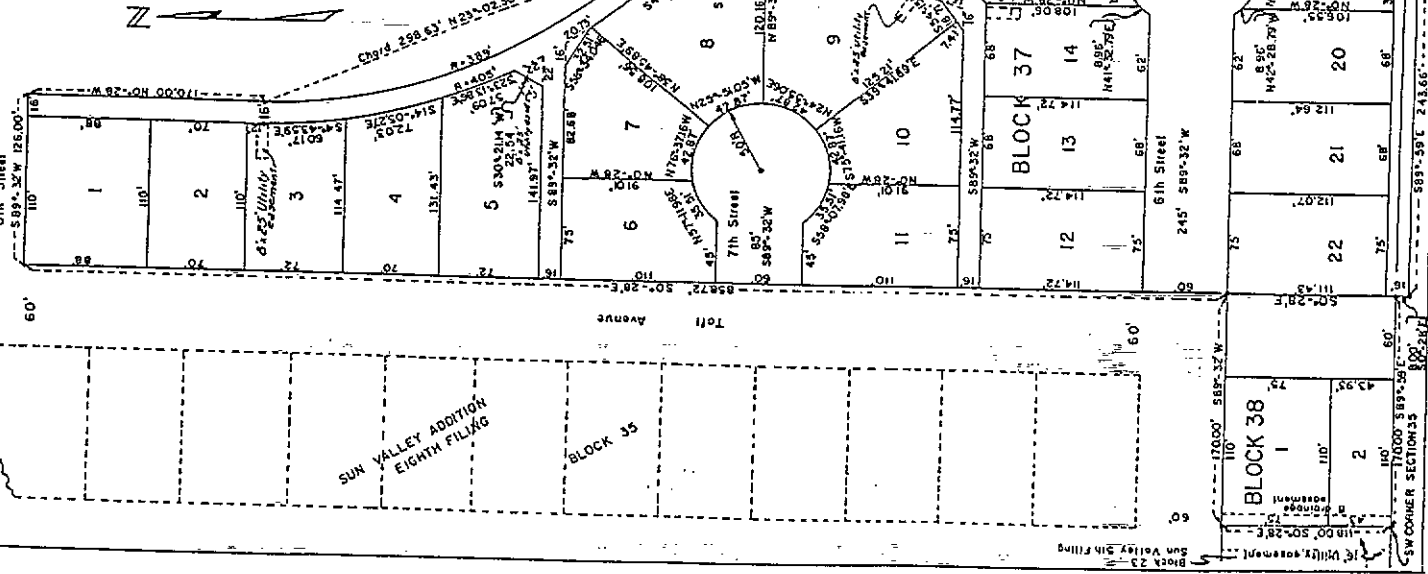
Frank J. McFee
Notary Public

Frank J. McFee
Notary Public

Frank J. McFee
Notary Public

Frank J. McFee
Notary Public

Frank J. McFee
Notary Public



DEDICATION

Knew all men by these presents, that TP Black and Son, Inc., a Wyoming Corporation, owner in fee simple of the land embraced in this plat and description of SUN VALLEY ADDITION, NINTH FILING, do hereby declare said subdivision of said land, as appears on this plat, to hereby act on and ded, and in accordance with the desires, and do hereby dedicate to the use of the public forever all the streets and alleys shown hereon.

John W. Black
John W. Black, President

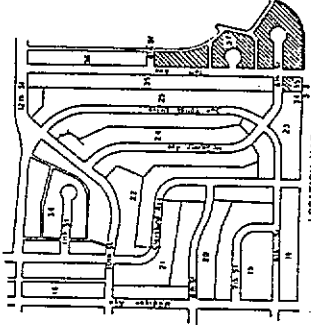
John W. Black
Attest: Assistant Secretary

ACKNOWLEDGEMENT

State of Wyoming ss
County of Laramie ss
On this 22nd day of October, A.D. 1964, before me personally appeared John W. Black to me personally known, who, being by me duly sworn, did depose and testify that he is the President of TP Black and Son, Inc., and that the seal of said plat and dedication has been made by said corporation, and that said plat and dedication has been made by authority of its Board of Directors and said President acknowledged the said plat and dedication to be the free act and deed of said corporation.

My Commission expires *Sept 27, 1966*
John W. Black
Notary Public

Reading at *TP Black and Son, Inc.*



SUN VALLEY ADDITION NINTH FILING
Subdivision of Part of the W1/2 of the SW 1/4 of Section 35, T.14N., R.66W., 6th P.M. and Part of the W1/2 of the NW 1/4 of Section 2, T.14N., R.66W., 6th P.M., Laramie County, Wyoming

Scale 1" = 50'

October 1964

Jerome M. Mark
Civil Engineer
200 E. 10th Ave.
Cheyenne, Wyo.



BOOK 194

AUG 28 1964 4:33 PM

RECEPTION NO. 27684 LESTER R. COFF, Recorder

299

DECLARATION OF PROTECTIVE COVENANTS
SUN VALLEY ADDITION FILING No. 9
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 owners of the 9th 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 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 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.



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 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. 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 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. **BASEMENTS.** 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, 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 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 damage.

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 28 day of August, 1964.
T. P. Black & Son, Inc., a Wyoming Corporation.

Signed: T. P. BLACK & SON, Inc

By:

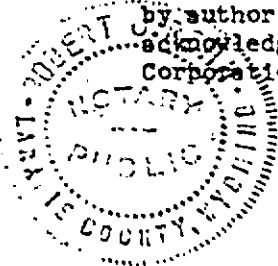
John W. Black
John W. Black, President



Richard H. [Signature]
Secretary

THE STATE OF WYOMING/
COUNTY OF LARAMIE/

On this 28 day of August, 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.



BOOK 799

RECORDED OCT 28 1964 AT 3:49 PM

RECEPTION NO. 52986 LESTER R. GOFF, JR. 499

DECLARATION OF PROTECTIVE COVENANTS
SUN VALLEY ADDITION FILING No. 9
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 owners of the 9th 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 including a preference limitation or discrimination based on race, color, religion, sex, handicap, marital status, or national origin 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.

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 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 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.

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

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.

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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.

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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 to easements.

14. **MEMBERSHIP.** The architectural control committee is composed of T. P. Black, Sr., John W. Black, Robert J. Rohn and Bernard Geise, 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 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.



BOOK 799

501

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 effect any of the other provisions which shall remain in full force and effect.

Signed at Cheyenne, Wyoming, this 28 day of October, 1964.
T. P. Black & Son, Inc., a Wyoming Corporation.



Signed: T. P. BLACK & SON, Inc.

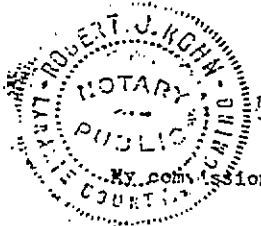
By: John W. Black
John W. Black, President

ATTEST: Robert J. [Signature]
Secretary



THE STATE OF WYOMING/
COUNTY OF LARAMIE/

On this 28 day of October, 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 J. P. Black & Son, Inc. and that said instrument was signed and sealed in behalf of said J. 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.



Robert J. [Signature]
Notary Public

My commission expires: