



First American Title™

These documents are provided by First American Title as a courtesy to you. Should you have any questions regarding these documents, please contact your Realtor or a Real Estate Attorney.

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.

BANKSIDE ADDITION - 2ND FILING

PERSHING BOULEVARD

MEADOW DRIVE

FOXEN COURT

SUNNY HILL DRIVE

SILVERTON DRIVE

TAFI AVENUE

- NOTES**
- ALL LOT CORNERS ARE MONUMENTED WITH A 3/4" x 1/2" IRON NAIL, ALUMINUM CAP MARKED PER 2011.
 - ALL UTILITY AND/OR DRAINAGE EASEMENTS ARE TO BE LOCATED ON LOT "X" OF "Y" BLOCK ALONG WITH LOT "X" OF "Y" BLOCK ON PAVED LOT LINES UNLESS OTHERWISE NOTED.
 - NONE OF THE CALCULATIONS SHOWN HEREON ARE ENDORSED EXCEPT FOR THE NOTES.
 - ANY DIFFERENCES IN BEARING WITH ADJOINING SUBDIVISIONS ARE DUE TO THE ADJUSTMENT IN 1994 OF THE CHEYENNE CITY DATUM.

- LEGEND**
- SUBDIVISION ESTABLISHED BY THIS INSTRUMENT
 - EXISTING CITY LIMITS
 - UTILITY / DRAINAGE EASEMENT
 - UTILITY EASEMENT
 - 1/2" ALUMINUM CAP MARKED PER 2011 ON A 3/4" x 1/2" IRON NAIL

SURVEYOR'S CERTIFICATE

STATE OF WYOMING
 COUNTY OF GOSWOLD
 I, ROBERT N. TAYLOR, A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY CERTIFY THAT THIS PLAT OF "SUNRISE ESTATES - SECOND FILING" IS A CORRECT AND ACCURATE REPRESENTATION OF THE SURVEY CONDUCTED BY ME OR UNDER MY SUPERVISION DURING THE MONTH OF MAY 1999, AND THAT THIS PLAT CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY OF LAND SHOWN.

Robert N. Taylor
 Registered Land Surveyor
 No. 12799
 Cheyenne, Wyoming

DESCRIPTION OF "SUNRISE ESTATES - SECOND FILING"

THAT PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 66 WEST OF THE 14TH PRINCIPAL MERIDIAN, COUNTY OF LARAMIE COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH BOUNDARY OF PERSHING BOULEVARD WHICH POINT IS 820.00' IN A DISTANCE OF 100.00' FEET FROM THE NORTHWEST CORNER OF SAID SECTION 23;

THENCE S 87°02'00" E ALONG THE SAID SOUTH BOUNDARY OF PERSHING BOULEVARD, A DISTANCE OF 879.89 FEET TO THE EAST BOUNDARY OF TAFI AVENUE, A DISTANCE OF 465.42 FEET TO THE POINT OF BEGINNING OF A CIRCULAR CURVE TO THE RIGHT WHICH HAS A RADIUS OF 1080.00 FEET;

THENCE SOUTHWESTERLY ALONG THE SAID CIRCULAR CURVE TO THE POINT THROUGH A CENTRAL ANGLE OF 183°07'41" A DISTANCE OF 1050.00 FEET (CHORD LENGTH OF 488.56 FEET AND CHORD BEARING S 12°31'07" W) TO THE NORTHWEST CORNER OF THE CABLES 4TH FILING;

THENCE S 07°07'00" E ALONG THE EAST BOUNDARY OF SAID TAFI AVENUE, A DISTANCE OF 218.12 FEET;

THENCE S 07°07'00" E ALONG THE NORTHEAST BOUNDARY OF SAID "THE CABLES 4TH FILING", A DISTANCE OF 218.12 FEET;

THENCE S 42°03'00" E CONTINUING ALONG THE NORTHEAST BOUNDARY OF SAID "THE CABLES 4TH FILING", A DISTANCE OF 229.08 FEET;

THENCE S 07°07'00" E ALONG THE SOUTHWESTERLY BOUNDARY OF SILVERTON DRIVE AS PLATTED IN TOWNSHIP PARK 17TH FILING, A DISTANCE OF 70.00 FEET;

THENCE S 07°07'00" E ALONG THE EAST BOUNDARY OF "TOWNSHIP PARK 17TH FILING" WHICH IS RECORDED IN PLAT CABINET 3, PAGE 1, A DISTANCE OF 123.00 FEET;

THENCE N 74°52'00" E, A DISTANCE OF 102.47 FEET;

THENCE N 19°07'00" E, A DISTANCE OF 88.75 FEET;

THENCE N 87°02'00" E, A DISTANCE OF 125.16 FEET TO THE POINT OF INTERSECTION WITH A CIRCULAR CURVE TO THE LEFT WHICH HAS A RADIUS OF 276.85 FEET;

THENCE NORTHEASTERLY ALONG THE SAID CIRCULAR CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 157°31'12" A DISTANCE OF 86.19 FEET (CHORD LENGTH OF 66.00 FEET AND CHORD BEARING N 27°07'00" W);

THENCE N 67°12'00" E, A DISTANCE OF 155.45 FEET;

THENCE N 22°47'00" E, A DISTANCE OF 47.30 FEET;

THENCE N 21°09'00" E, A DISTANCE OF 164.32 FEET;

THENCE N 11°50'00" E, A DISTANCE OF 180.96 FEET;

THENCE N 73°58'00" E, A DISTANCE OF 58.75 FEET;

THENCE N 16°01'00" E, A DISTANCE OF 274.26 FEET;

THENCE N 43°42'00" E, A DISTANCE OF 32.79 FEET;

THENCE N 68°12'00" E, A DISTANCE OF 65.87 FEET;

THENCE N 51°47'00" E, A DISTANCE OF 124.22 FEET;

THENCE N 17°52'00" E, A DISTANCE OF 216.47 FEET TO THE POINT OF BEGINNING OF A 18.18 ACRES TRACT.

DEDICATION

I, ROBERT N. TAYLOR, A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY DEDICATE TO THE PUBLIC FOR THE PURPOSES INDICATED HEREON:

ALL PERSONS BY THESE PRESENTS THAT BAILEY E. & MARLOU P. DOTSON, HUSBAND & WIFE, OWNERS IN FEE SIMPLE OF THE TRACT OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 66 WEST OF THE 14TH PRINCIPAL MERIDIAN, COUNTY OF LARAMIE COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED IN THE ABOVE DESCRIPTION OF "SUNRISE ESTATES - SECOND FILING", HAS CAUSED THE SAME TO BE PLATTED AND RECORDED IN PLAT CABINET 3, PAGE 1, AND HAS CAUSED THE SURVEYOR OF SAID LAND AS IT APPEARS ON THIS PLAT, TO BE THE ACT AND DEED AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREON DEDICATE TO THE USE OF THE PUBLIC FOR THE PURPOSES INDICATED HEREON.

Robert N. Taylor
 REGISTERED LAND SURVEYOR

ACKNOWLEDGMENT

STATE OF WYOMING
 COUNTY OF LARAMIE
 I, ROBERT N. TAYLOR, A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY ACKNOWLEDGE BEFORE ME THIS 10th DAY OF MAY 1999 BY BAILEY E. & MARLOU P. DOTSON, HUSBAND & WIFE.

Marlou P. Dotson
 COUNTY PUBLIC CLERK, LARAMIE COUNTY, WYOMING
 MY COMMISSION EXPIRES 12/31/2001

APPROVALS

APPROVED BY THE CHEYENNE - LARAMIE COUNTY REGIONAL PLANNING COMMISSION THIS 10th DAY OF MAY 1999.

Paul A. Sotolongo
 CITY CLERK

APPROVED BY THE CITY COUNCIL OF THE CITY OF CHEYENNE, WYOMING THIS 22nd DAY OF MAY 1999.

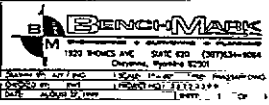
Paul A. Sotolongo
 CITY CLERK

SUBDIVIDER:

BAILEY E. & MARLOU P. DOTSON
 1320 HONES AVE. SUITE 610 CHEYENNE WYOMING 82001
 307.637.1212
 307.637.1212 FAX
 307.637.1212

FINAL PLAT

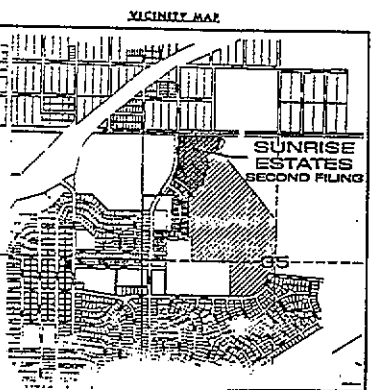
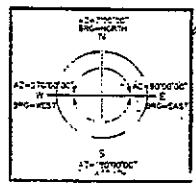
SUNRISE ESTATES
 SECOND FILING
 AN ADDITION TO THE CITY OF CHEYENNE
 BEING A SUBDIVISION OF 18.185 ACRES IN THE
 NW1/4 SEC 23, T14N, R66W OF THE 6TH P.M.
 LARAMIE COUNTY, WYOMING



FILING RECORD

Reception *10/22/99*
 The State of Wyoming
 County of Laramie
 This instrument was filed for record
 at *10:11* o'clock *A.M.* on the
10th day of *May*
 A.D. 19 *99* and duly recorded in
 book *7* page *101*
 M. *10/22/99*

Marlou P. Dotson
 County Public Clerk, Laramie County, Wyoming



DECLARATION OF PROTECTIVE COVENANTS

SUNRISE ESTATES SECOND FILING

City of Cheyenne

Laramie County, Wyoming

BAILEY E. DOTSON AND MARILOU P. DOTSON

To

THE PUBLIC

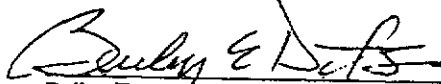
KNOW ALL MEN BY THESE PRESENTS, that the undersigned Bailey E. Dotson and Marilou P. Dotson, being the present owners of Sunrise Estates, Second Filing an addition to the City of Cheyenne, Laramie County, Wyoming, do hereby covenant and agree that all of said blocks in said addition and all of said lots in said blocks are held subject to and with the benefit of all the restrictions, conditions, surges and agreements contained within said DECLARATION OF PROTECTIVE COVENANTS, and they do further hereby covenant and agree that any subsequent grants of any of the said addition now owned by them shall be subject to covenants and restrictions hereinafter set forth.

1. **LAND USE AND BUILDING TYPES.** 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 and two family dwellings not to exceed two stories and a private garage for not more than three 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 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 elevations.
3. **DWELLING COST, QUALITY AND SIZE.** No dwelling shall be permitted on any lot at a cost less than \$45,000.00, based upon cost levels prevailing at the date these covenants are recorded; it being the intention and purpose of the covenants to assure that all dwellings shall be of 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 dwellings, not less than 800 square feet; one and one-half story dwellings, not less than 500 square feet; and for a two-story dwelling, not less than 500 square feet.
4. **BUILDING LOCATION.** No building shall be located on any lot 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 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 part of a building, provided, however, that this shall not be construed to permit any portion of a building 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 building 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 6,000 square feet.
6. **NUISANCE.** No obnoxious, offensive, or commercial activity shall be carried on upon any lot within the subdivision.
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, minerals 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. For the purpose of maintaining necessary drainage clearance as deemed proper and necessary by the City of Cheyenne, the right to enter any property is hereby granted to the City of Cheyenne. If for any reason, the said City of Cheyenne, or its legal representative find it necessary to correct the surface drainage on any lot, it shall have the right to do so and make charges to the lot owner, and said charges shall become a lien on said property until the owner pays them in full.
 10. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot; except cats, dogs, or other usual household pets may be kept provided that 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 and other waste shall not be kept except 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 setback lines.
 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, and one sign of not more than 50 square feet advertising the property during the construction and sales period.
 13. **EASEMENTS.** Easements for installation and maintenance of utility and surface drainage facilities are reserved, along the rear of all lots and along the side of certain lots, as shown on the recorded plat and of public record.
 14. **MEMBERSHIP.** The Architectural Control Committee is composed of Bailey E. Dotson and Todd King 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 member of the committee shall have full authority to designate a successor. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of lots shall have the power through a duly recorded written instrument to change the membership of the committee or 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, in 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 its 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 years from the date these covenants are placed of record, 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 activity in violation or to recover damages. These proceedings at law or in equity may be initiated by any lot owner in this addition or the Architectural Control Committee.

18. SEVERABILITY. Invalidation 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 1st day of November 2000.

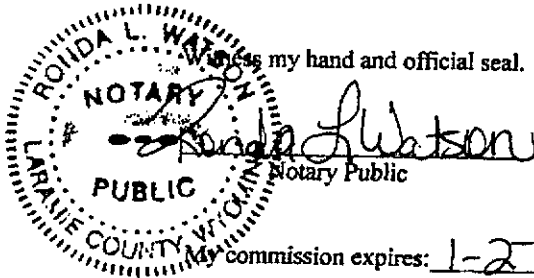

Bailey E. Dotson


Marilou P. Dotson

STATE OF Wyoming
COUNTY OF Laramie SS

The foregoing instrument was acknowledged before me by Bailey E. Dotson and Marilou P. Dotson, this 1st day of November, 2000.

Witness my hand and official seal.



My commission expires: 1-27-02

**STANDARDS FOR QUALITY OF WORKMANSHIP AND MATERIALS OF THE
ARCHITECTURAL CONTROL COMMITTEE**

**SUNRISE ESTATES, SECOND FILING
City of Cheyenne
Laramie, County, Wyoming**

TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS that the undersigned members of the Architectural Control Committee of Sunrise Estates, Second Filing, an addition to the City of Cheyenne, Laramie County, Wyoming, acting pursuant to Paragraph 2 of the Declaration of Protective Covenants, do hereby establish the following standards for quality of workmanship and materials and harmony of design with existing structures. To this end all dwellings constructed in Sunrise Estates, Second Filing, shall as a minimum, be construed with:

1. Architectural Shadow Line Shingles.
2. Facia material must be 1' x 3' dimensioned lumber.
3. Exterior paint must be at least a two (2)-color paint scheme.
4. All windows must be trimmed with 1' x 3' lumber and all corners must be trimmed in the same material.
5. Each home must have at least a two car garage with a minimum of 400 square feet.
6. The front yard shall be fully installed with sod.
7. Concrete driveways must extend the full length from the garage to the street.

Pursuant to Paragraph 3 of the Declaration of Protective Covenants, no dwelling shall be permitted on any lot having a cost of construction for labor and materials less than \$62,700.00 which is the cost set forth in Paragraph 3 of the Declaration of Protective Covenants adjusted for inflation which will assure the intent of the Covenants that all dwellings shall be of quality of workmanship and material substantially the same or better than that which could have been produced on the date the Covenants were recorded.

Pursuant to Paragraph 15 of the Declaration of Protective Covenants, plans and specifications shall be submitted to the Architectural Control Committee for review and approval in a format specified by the Committee at the following address:


P.O. Box 2130
Cheyenne, Wy 82003

Said plans and specifications shall include, at the minimum, the following:

1. Two (2) complete sets of blue prints, including elevations, for the proposed home to be built.
2. Two (2) copies of the plot plan, with elevations. This should be the same plot plans submitted to the City of Cheyenne.
3. Samples or specifications of roofing and siding materials.
4. Color samples of the color scheme for the home.

The Architectural Control Committee may grant variances from these minimum standards upon application by a property owner provided, however, that the Architectural Control Committee must find, in the exercise of its discretion, that any requested variance will not materially compromise existing standards for quality of workmanship and materials and harmony of design with existing structures.


Bailey E. Dotson

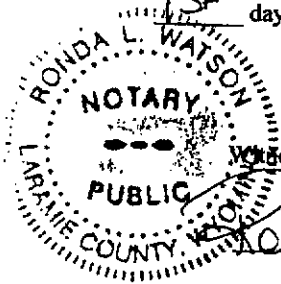

Todd King

STATE OF WYOMING

ss

COUNTY OF LARAMIE

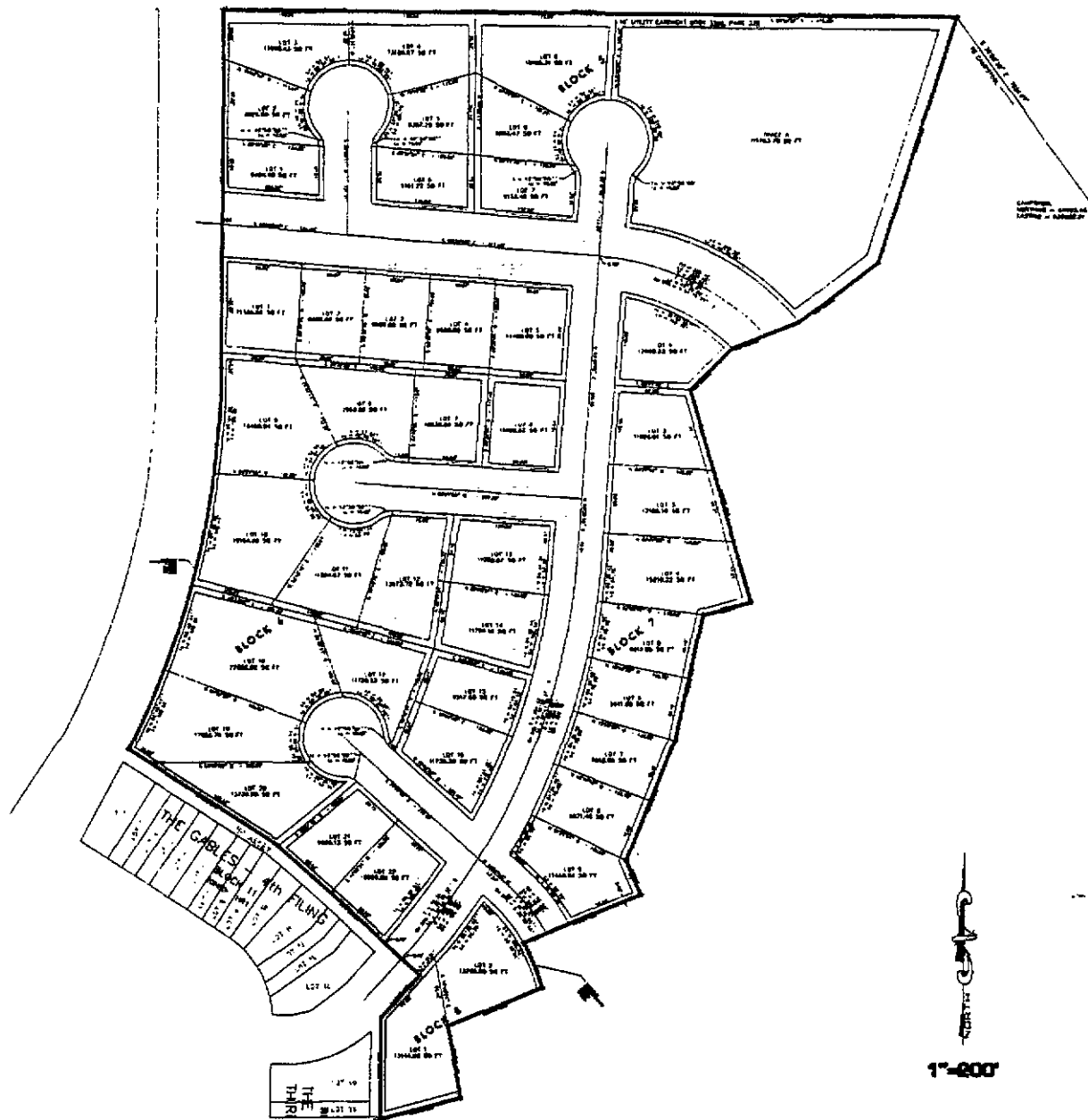
The foregoing instrument was acknowledged before me by Bailey E. Dotson and Todd King, this 15 day of November, 2000.



Witness my hand and official seal.


Notary Public

My commission expires: 1-27-02



RECORDED 11/02/2000 AT 3:30 PM REC# 283771 JK# 1569 PG# 1732
 DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 8 OF 6

**SUNRISE ESTATES
 SECOND FILING
 SUBDIVISION
 CHEYENNE, WYOMING**

BENCHMARK
 OF CHEYENNE, P.C.
 ENGINEERING + SURVEYING + PLANNING
 1880 Thomas Avenue Suite 200 Cheyenne, Wyoming 82001
 (307) 634-8084 Fax (307) 778-8010
 Email: info@benchmarkengineering.com
 Copyright © 2000 by Benchmark Of Cheyenne, P.C.