

FINAL PLA

BOLTIEN PARK TOWNHOUSES

IN THE CITY OF RAWLINS, COUNTY OF CARBON, STATE OF WYOMING, BEING A SUBDIVISION OF A PORTION OF THE N 1/2 OF T14N 1/4 OF SECTION 21, T.21N., R.87W. 6TH PM, AS RECORDED IN BOOK 117 PAGE 117 OF THE CARBON COUNTY RECORDERS. 687

CORPORATE ACKNOWLEDGEMENT

STATE OF WYOMING) ss
 COUNTY OF CARBON)
 ON THIS 11 DAY OF JULY 1979, I, JERRY M. OLSON, PERSONAL APPEARER BEFORE ME ELMER ENGLISH WHO BEING FIRST DULY SWORN, DID DEPOSE AND SAY THAT HE IS THE EXECUTIVE VICE PRESIDENT OF RAWLINS NATIONAL BANK THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE FOREGOING INSTRUMENT.
 WITNESS MY HAND AND OFFICIAL SEAL
 MY COMMISSION EXPIRES _____

APPROVALS

RAWLINS CITY ENGINEER 7-9-79 DATE
 JERRY M. OLSON 7-10-79 DATE
 JERRY M. OLSON 7-12-79 DATE
 RAWLINS PLANNING COMMISSION

THIS PLAT APPROVED BY THE RAWLINS CITY COUNCIL THIS 9 DAY OF JULY 1979 FOR FILING WITH THE CLERK AND RECORDER OF CARBON COUNTY AND FOR CONVEYANCE TO THE CITY OF RAWLINS OF THE PUBLIC DEDICATIONS SHOWN HEREIN, SUBJECT TO THE PROVISIONS THAT APPROVAL IN NO WAY OBLIGATES THE CITY OF RAWLINS FOR FINANCING OR CONSTRUCTION ON LANDS, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE CITY COUNCIL AND FURTHER THAT SAID APPROVAL SHALL IN NO WAY OBLIGATE THE CITY OF RAWLINS FOR MAINTENANCE OF STREETS WHICH ARE NOT DEDICATED TO THE PUBLIC NOR TILL ALL IMPROVEMENTS SHALL HAVE BEEN COMPLETED TO THE SATISFACTION OF THE CITY COUNCIL AND ACCEPTED BY PROPER RESOLUTION.

DATED THIS 11 DAY OF JULY 1979

FORAY
 ELMER ENGLISH
 ATTEST
 JERRY M. OLSON
 CITY CLERK

CLERK OF RECORDERS CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT 11:00 O'CLOCK A.M. ON JULY 19 1979 AND IS DULY RECORDED IN BOOK NO. 117 PAGE NO. 30 AS DOCUMENT NO. 572129

MARY A. BECKER
 COUNTY CLERK OF CARBON COUNTY

SURVEYORS CERTIFICATE

I, ROY LOGAN, A REGISTERED ENGINEER AND LAND SURVEYOR HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION WAS MADE UNDER MY DIRECTION DURING JANUARY 1979 AND IT CORRECTLY SHOWS THE BOUNDARIES AND AREA OF THE PROPERTY.

ROY LOGAN
 SURVEYOR

CORPORATE ACKNOWLEDGEMENT

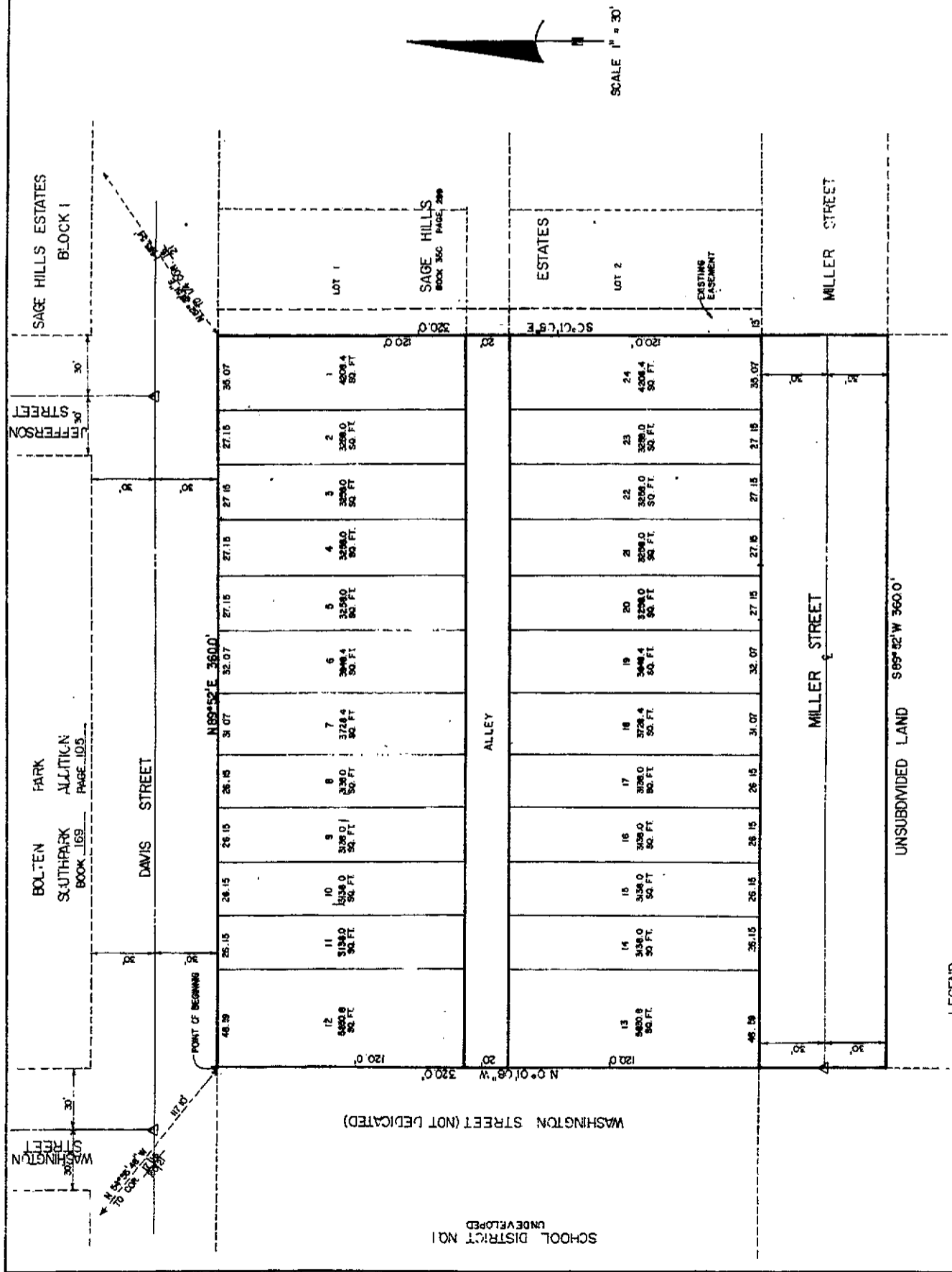
STATE OF WYOMING) ss
 COUNTY OF CARBON)

ON THIS 11 DAY OF JULY 1979, I, JERRY M. OLSON, BEFORE ME PERSONALLY APPEARED AND SAID THAT HE IS THE EXECUTIVE VICE PRESIDENT OF RAWLINS NATIONAL BANK THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL
 JERRY M. OLSON
 MY COMMISSION EXPIRES _____

R & E ENGINEERING
 8
 SUNDBERG'S DRAFTING

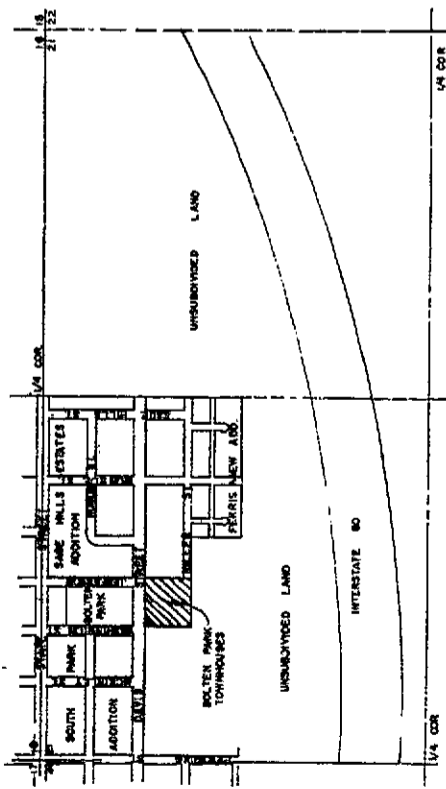
DRAWN BY: L.G.
 DATE: 6/19/79



DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT AND BY THESE PRESENTS, SUBDIVISION AS BOLTIEN PARK TOWNHOUSES THE ABOVE SUBDIVISION OF A TRACT OF LAND IN THE N 1/2 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 87 WEST, 6TH PRIME MERIDIAN, MORE FULLY DESCRIBED AS FOLLOWS BEGINNING AT A POINT WHICH IS THE INTERSECTION OF THE SOUTH LINE OF DAVIS STREET AND THE EAST LINE OF WASHINGTON STREET (EXTENDED SOUTH) AS DEDICATED IN THE SOUTH PARK ADDITION TO THE CITY OF RAWLINS, CARBON COUNTY, WYOMING, THENCE N 89° 52' E 360.0 FT. ALONG THE SOUTH LINE OF DAVIS STREET TO THE NORTHWEST CORNER OF LOT 1, SAGE HILLS ESTATES, THENCE S 0° 0' E 350.0 FT. ALONG THE WEST LINE OF SAID SAGE HILLS ESTATES TO THE EAST LINE OF MILLER STREET AS DEDICATED BY THE PLAT OF SAID SAGE HILLS ESTATE, THENCE S 89° 52' W 360.0 FT. ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF MILLER STREET, THENCE N 0° 0' W 360.0 FT. ALONG THE EXTENDED EAST LINE OF WASHINGTON STREET AS DEDICATED BY PLAT OF SOUTH PARK ADDITION, TO THE POINT OF BEGINNING SAID TRACT CONTAINING 18,200 SQ. FT. OR 2.64 MORE OR LESS ACRES, AS APPEARING ON THIS PLAT IS WITH THE FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, WE HEREBY DEDICATE TO THE PUBLIC, FOR THEIR APPROPRIATE USES, ALL RIGHTS-OF-WAY SHOWN HEREON, INCLUDING STREETS AND ALLEYS.

ENGR. RUSSELL INCORPORATED
 JERRY M. OLSON, PRESIDENT
 RAWLINS NATIONAL BANK OF RAWLINS WYOMING



LEGEND
 Δ - INDICATES CITY OF RAWLINS STANDARD MONUMENT TO BE SET AFTER STREET IMPROVEMENTS ARE COMPLETED.



ENERGY HOUSING, INC., a Wyoming Corporation
and Jay C. Grabow

to

The Public

DECLARATION OF PROTECTIVE COVENANTS

Holten Park Townhouses
Addition to the City of Rawlins

KNOWN ALL MEN BY THESE PRESENTS, that all of Lots 1 through 24, Holten Park Townhouses, a subdivision of a portion of the NW 1/4 of Section 21, T. 21N., R87W., 6th P.M., Carbon County, Wyoming, are now owned and held subject to all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, and Energy Housing, Inc. and Jay C. Grabow, being the owners of all of said lots and tracts do hereby covenant and agree:

1. All lots and tracts described herein shall be known, described and used solely as residential lots which will allow multi-family use.

2. No building shall be erected on any residential building plot nearer than 25 feet from the front lot line, nor nearer than 8 feet to any side lot line. The side line restrictions shall not apply to Townhouses or other zero-lot construction nor to a garage located on the lot or tract if detached from the residential structure, except that on corner lots no structure shall be permitted nearer than 15 feet to the side street line.

3. Easements for drainage are reserved in the following locations:

A 15 foot easement along the back yards of Lots 1 through 12,

a 10 foot easement between Lots 6 and 7,

an 8 foot easement along the east lot line of Lot 1,

and an 8 foot easement along the West lot line of Lot 12.

Within the easements, no structure, planting, or other material shall be placed or permitted to remain which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot.

4. No trailer, basement, tent, garage, barn or other out building erected in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

5. No building shall be erected on any tract or lot unless the design and location is in harmony with existing structures and locations in the subdivision and does not violate any protective covenants.

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).

6. Title holder of each tract or lot, vacant or not, shall keep his lot or lots or tract or tracts free of weeds and debris.

7. No obnoxious or offensive trade shall be carried on upon any lot or tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. Easements and rights of way as shown on the recorded plat are hereby reserved in this subdivision for poles, wires, pipes, drainage ditches, and conduits for heating, lighting, electricity, gas, telephones, sewer, water, drainage, or any other public or quasi-public utility serving purposes, together with the right of ingress and egress at any time for the purpose of further construction and repair.

9. No lot shall be used or maintained as a dumping ground for rubbish or junk, specifically junked cars, unlicensed cars, appliances, et cetera. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

10. 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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. These covenants may be revised or amended at any time by 90% vote of all land owners, one vote per lot or per tract.

11. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before the twenty-five (25) year period is over (as described in covenants 10 above), it shall be lawful for any other person or persons owning any other lots or tracts in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

12. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

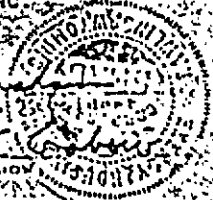
Witness my hand and seal this 2nd day of January, 1980

RECORDED 4, 1980 AT 4:45 O'CLOCK P.M. IN BOOK 719 PAGE 519 RAWLINS, WYO. 651698 MARY G. HEADFORD, COUNTY CLERK

ENERGY HOLDING, INC.

Jay C. Grabov

Jay C. Grabov
Cunnie E. Grabov



Subscribed and sworn to before me this 2nd day of January, 1980

My Commissioner Expires

Notary Public

