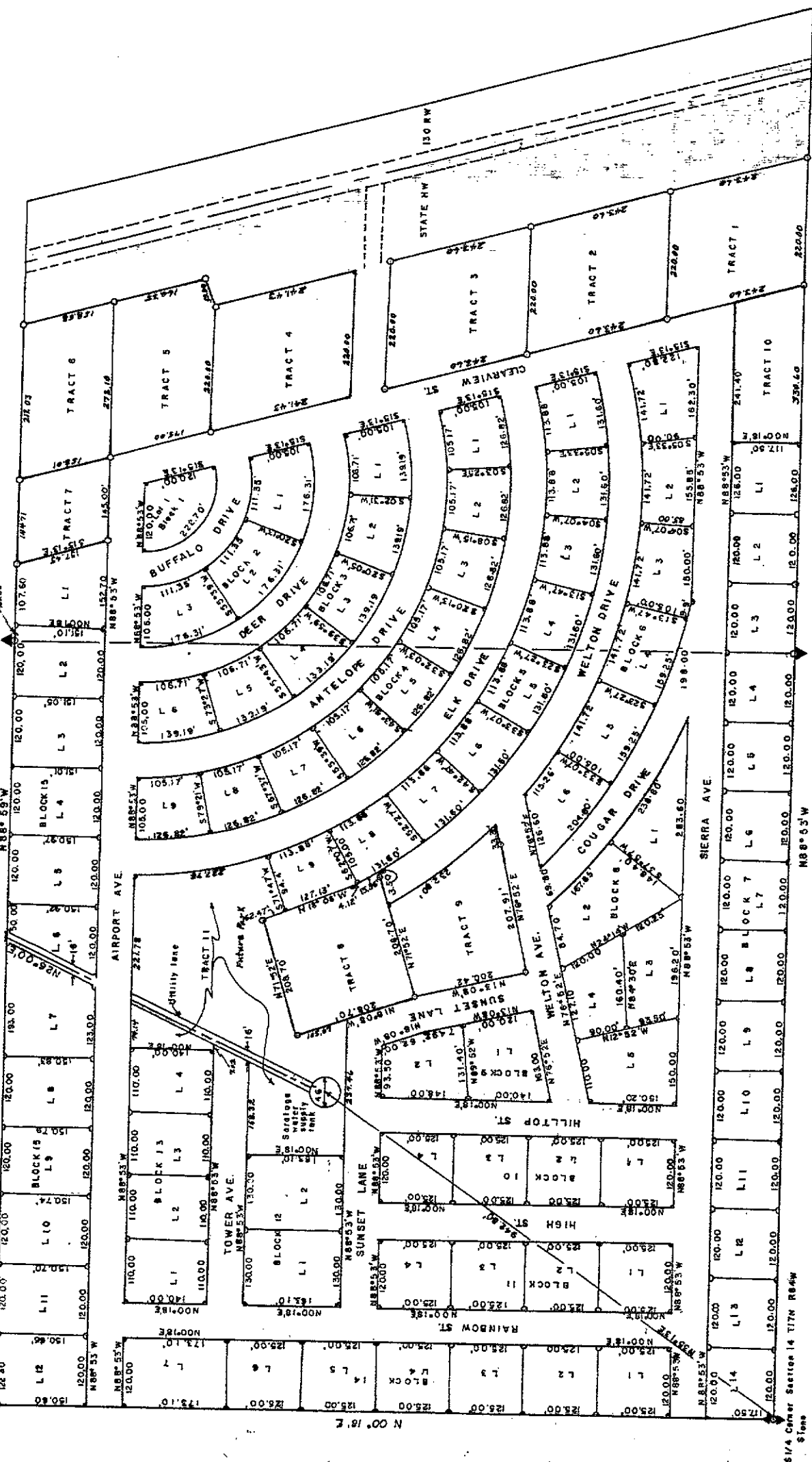


VALLEY VIEW ACRES ADDITION
TOWN OF SARATOGA, CARBON COUNTY,
WYOMING

W1/4 Corner SE 1/4 Section 14 T17N R84W
Steel Post
122.70' N88°53'W
120.00'



CURVE DATA

A = 106° 20'

Radius	Degree of curve	Def. per ft. of arc
100'	47° 48'	14.33 in.
150'	31° 50'	9.55'
200'	23° 06'	6.03'
250'	18° 37'	4.98'
300'	15° 44'	4.32'
350'	13° 41'	3.77'
400'	12° 05'	3.37'
450'	10° 51'	3.06'
500'	9° 49'	2.80'
550'	8° 58'	2.58'
600'	8° 16'	2.39'
650'	7° 42'	2.23'
700'	7° 14'	2.10'
750'	6° 51'	1.98'
800'	6° 32'	1.88'
850'	6° 17'	1.79'
900'	6° 05'	1.71'
950'	5° 55'	1.64'
1000'	5° 47'	1.58'

SCALE 1" = 100'



SURVEYORS CERTIFICATE

I, Peter E. Haber, Licensed Surveyor, Registered Professional Engineer and Land Surveyor of the State of Wyoming, do hereby certify that this map is true and correct representation of Valley View Acres Addition to the Town of Saratoga, Carbon County, Wyoming, and the same was surveyed and plotted by me on the 29th day of May, 1965. The same is accurately surveyed and correctly shown in this plat; and that the names of all roads, streets and other lines dedicated to public use, and the amount of all lots and blocks are as shown hereon; and that all measurements have been reduced to horizon and all data shown from which to make future reference.

PETER E. HABER
Surveyor
Lic. No. 792
Eng. Reg. No. 792

Subscribed and sworn before me this 29th day of May, 1965

My commission expires 9-23-67
Notary Public
Thomas J. Morgan

OWNERS' DEDICATION
We, Charles L. Wilson and John M. Wilson, husband and wife, do hereby dedicate to the Town of Saratoga, Carbon County, Wyoming, all roads and streets, utility lines and other lines shown on this plat, and the same shall be subject to the order of the Board of County Commissioners of the Town of Saratoga, Wyoming.

State of Wyoming, SS
County of Carbon)
I, R. B. Engstrom, the elected, qualified and acting county clerk and ex-officio register of deeds of Carbon County, Wyoming, do hereby certify that this plat was filed in my office in Mountain, Wyoming, on this 7th day of Sept. 1965, and duly recorded in book 469 at page 465. Int. No. 428718 at 9:00 A.M.
My term expires June 5, 1967.

County Clerk, Carbon County, Wyoming

TOWN APPROVAL

APPROVED BY THE MAYOR AND COUNCIL
OF THE TOWN OF SARATOGA, WYO.,
THIS 7th DAY OF Sept. 1965

PRES. OF COUNCIL *Donald J. Fisher*
MAYOR *Charles L. Wilson*
CLERK (attest) *R. B. Engstrom*

LEGEND

- ◀ 1/4 CORNER = stone
- 1/16 CORNER = Theoretical Location Only
- TRACT CORNER (if not shown)
- LOT CORNER (if not shown)
- LOT

NOTES

1. All streets are 60 feet in width.
2. Centerlines of utility lines are existing water main.
3. Bearings were established from a map prepared by Allen W. Haber, (Reference to specific map) of 1961 through 9-23-67.
4. Purpose for Tracts / Lots:
 - A Tracts 1-7 Business
 - B Tracts 8-9 Residential
 - C Tract 10 Public Park
 - D Lots - Residential

DESCRIPTION

Beginning at the south 1/4 corner of section 14, T17N, R84W, and running: N00°18'E, 131.20' to the west 1/16 corner of SE 1/4 of section 14, T17N, R84W, thence S89°59'E, 1432.60' to the NW corner of tract 7; thence S18°15'E, 197.45' to the SW corner of tract 7; thence S89°59'E, 145.00' to the SE corner of tract 7; thence S19°13'E, 1083.60' to the NE corner of tract 10; thence N88°53'W, 241.40' to the NW corner of tract 10; thence S00°18'W, 177.60' to the SW corner of tract 10; thence N88°53'W, 168.60' to the south 1/4 corner section 14, T17N, R84W, and point of beginning. Containing 92.46 acres more or less. Commencing Block 1, consisting of Lot 1, Block 2, Lots 1-3; Block 3, Lots 1-6; Block 4, Lots 1-5; Block 5, Lots 1-5; Block 6, Lots 1-5; Block 7, Lots 1-5; Block 8, Lots 1-5; Block 9, Lots 1-5; Block 10, Lots 1-5; Block 11, Lots 1-5; Block 12, Lots 1-5; Block 13, Lots 1-5; Block 14, Lots 1-5; Block 15, Lots 1-5; and Tracts 9, 5, and 11.

The foregoing plat of Valley View Acres Addition to the Town of Saratoga, Carbon County, Wyoming, including land adjacent to the said town is pursuant to the provisions of Section 29-102 Wyoming Compiled Statutes of 1965. Approved this 7th day of Sept. 1965. The Board of County Commissioners of the County of Carbon, State of Wyoming

John M. Wilson
Mayor
R. B. Engstrom
County Clerk

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).



DECLARATION OF PROTECTIVE COVENANTS

THE UNDERSIGNED, ACICO, a partnership, being the owner in fee simple of LOTS 1, 2, 3, 4 AND 5, IN BLOCK 12, VALLEY VIEW ADDITION TO THE TOWN OF SARATOGA, CARBON COUNTY, WYOMING,

does hereby make this declaration of protective covenants applicable to all of said described property.

1. AREA. These restrictions shall apply to and be for the benefit only of THE ABOVE DESCRIBED PARCELS.

2. LAND USE AND BUILDING TYPE. All property covered by these restrictions shall be used for family dwelling purposes only and no more than one family dwelling unit shall be permitted on any parcel described in a single deed. This provision shall not preclude use of any of the property by the developer or the agent or assign of the developer for use as a model or show home.

3. 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 quality of workmanship and materials, including color, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in paragraph 15, below.

4. BUILDING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$35,000 based upon cost levels prevailing on 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

permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than square feet for a one-story dwelling, nor less than square feet for a dwelling of more than one story.

5. BUILDING LOCATION.

- (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 15 feet to the front lot line, or nearer than 10 feet to any side street line, except that on all lots abutting *NA* (collector and arterial streets) no building shall be located nearer than *NA* and *NA* feet respectively to the street property lines of said streets.
- (b) No building shall be located nearer than 2000 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 5 feet to the rear lot line.
- (c) For the purposes of this covenant, 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.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of

flow of drainage channels in the easements, 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, except for those improvements for which a public authority or utility company is responsible.

7. NUISANCES. No noxious 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.

8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

9. SIGNS. No sign 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 five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. 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.

11. 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 that they are not kept, bred, or maintained for any commercial purpose.

12. 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 the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee is composed of

1. KERRY J. GROSSER
2. W. PAUL GROSSER
3. ROBERT D. BLAKE

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 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 record 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 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 after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have

been fully complied with.

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 recorded, after which time said covenants shall be automatically extended for successive periods of 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.

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. Invalidity 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.

Jacquelyn M. Greaser *Kerry J. Greaser*
 JACQUELYN M. GREASER KERRY J. GREASER

Robert D. Blake *Jane D. Greaser*
 ROBERT D. BLAKE JANE D. GREASER

Ruth I. Blake *W. Paul Greaser*
 RUTH I. BLAKE W. PAUL GREASER

STATE OF WYOMING)
COUNTY OF ALBANY) SS.

The foregoing instrument was acknowledged before me by KERRY J. GREASER, JANE D. GREASER, W. PAUL GREASER, JACQUELYN M. GREASER, ROBERT D. BLAKE, and RUTH I. BLAKE this 26th day of February, 1980.

Witness my hand and official seal.

RECORDED March 6, 1980 AT 10:00 O'CLOCK A.M.
IN BOOK 714 PAGE 655 ALBANY, WYO.
657498 MARY G. BRADFORD, COUNTY CLERK

My Commission Expires:
Nov 1, 1982

W. Paul Greaser
 Notary Public

Notary Public
 State of Wyoming
 My Commission Expires Nov. 1, 1981