

580461
80461

#168

ASPEN ESTATES ADDITION 4168

NATRONA CO. CLERK, WY.
COUNTY CLERK
RECORDED

FINAL PLAT OF

Recording #580461
June 20, 1996

ASPEN ESTATES ADDITION

A SUBDIVISION IN THE NE 1/4 OF THE SW 1/4, SECTION 19
T.33N., R.79W., 8th P.M.
CITY OF CASPER
NATRONA COUNTY WYOMING

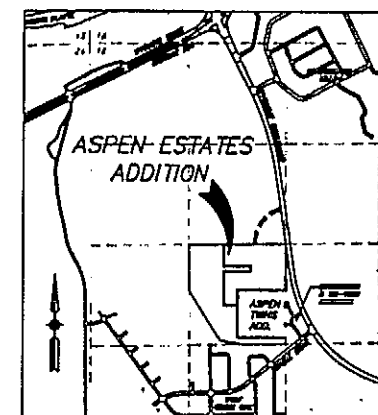
'96 JUN 20 AM 10 55

CERTIFICATE OF DEDICATION AND ANNEXATION

STATE OF WYOMING }
COUNTY OF NATRONA }

THE UNDERSIGNED, METZLER CONSTRUCTION, INC., DOES HEREBY CERTIFY THAT IT IS THE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED PARCEL OF LAND LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 19, T.33 N., R.79 W., 8th P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE C 1/4 CORNER OF SAID SECTION 19, T.33N., R.79W., 8th P.M., NATRONA COUNTY, WYOMING AS MARKED BY A BRASS CAP, BEING THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION:
THENCE S011°11'47"E, ALONG THE EAST LINE OF THE NE 1/4 SW 1/4 OF SAID SECTION 19, A DISTANCE OF 884.88 FEET TO A BRASS CAP SET THIS SURVEY AT THE NORTHEAST CORNER OF "ASPEN TRAILS ADDITION";
THENCE S88°48'46"W, ALONG A LINE COMMON TO "ASPEN ESTATES ADDITION" AND "ASPEN TRAILS ADDITION", 855.00 FEET TO A SET BRASS CAP AT THE NORTHWEST CORNER OF "ASPEN TRAILS ADDITION";
THENCE S011°11'47"E, CONTINUING ALONG SAID COMMON LINE, 184.14 FEET TO A SET BRASS CAP;
THENCE S88°48'46"W, 185.00 FEET TO A SET BRASS CAP;
THENCE N011°11'47"E, ALONG THE WEST LINE OF "ASPEN ESTATES ADDITION", 314.13 FEET TO A SET BRASS CAP;
THENCE N88°48'46"E, 305.00 FEET TO A SET BRASS CAP;
THENCE N011°11'47"E, 70.00 FEET TO A SET BRASS CAP;
THENCE S88°48'46"W, 305.00 FEET TO A SET BRASS CAP;
THENCE N011°11'47"E, ALONG THE WEST LINE OF "ASPEN ESTATES ADDITION", 273.20 FEET TO A SET BRASS CAP LOCATED ON THE EAST-WEST CENTERLINE OF SAID SECTION 19;
THENCE N88°23'13"E, ALONG THE NORTH LINE OF "ASPEN ESTATES ADDITION" AND SAID EAST-WEST CENTERLINE OF SECTION 19, 850.02 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 13.38 ACRES, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.



0 100 200
SCALE: 1"=1200'

VICINITY MAP

APPROVALS

APPROVED BY THE COMMUNITY PLANNING COMMISSION OF CASPER, WYOMING
THIS 27th DAY OF February, 1996.

ATTEST: *Douglas E. Bennett*
SECRETARY

Audrey Jarvis
CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. 96-04, DULY PASSED, ADOPTED
AND APPROVED THIS 16th DAY OF April, 1996.

ATTEST: *Charles J. Channing*
CITY CLERK

Terrence M. Metzler
MAYOR

INSPECTED AND APPROVED THIS 16th DAY OF May, 1996

Harold H. Hutchinson
CITY ENGINEER

INSPECTED AND APPROVED THIS 6th DAY OF June, 1996

Ch. J. Channing
COUNTY SURVEYOR

RECORDED

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING THIS 20th
DAY OF June, 1996.

BOOK _____ PAGE _____

My term of office expires
January 4, 1998



Mayra Coeli
COUNTY CLERK

NOTES

1. ERROR OF CLOSURE IS 1:168007.
2. SUBDIVISION IS TO BE ZONED R1.
3. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, HAD 1983 BEARINGS SHOWN ARE GRID, AND DISTANCES ARE SURFACE.

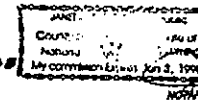
THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR. THE NAME OF THE SUBDIVISION SHALL BE "ASPEN ESTATES ADDITION" AND THE OWNER HEREBY GRANTS TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINE, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT, AS WELL AS TRACT "A", "ASPEN PLACE", AS SHOWN ON THIS PLAT, IS HEREBY DEDICATED TO THE USE OF THE PUBLIC.

Terrence M. Metzler
TERRENCE M. METZLER, OWNER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY TERRENCE M. METZLER THIS 16th
DAY OF April, 1996.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES 3-28-2000



James F. Jones
NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
COUNTY OF NATRONA }

I, JAMES F. JONES, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 3528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME IN FEBRUARY, 1994 AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JAMES F. JONES THIS 24th
DAY OF April, 1996.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES 3-28-2000



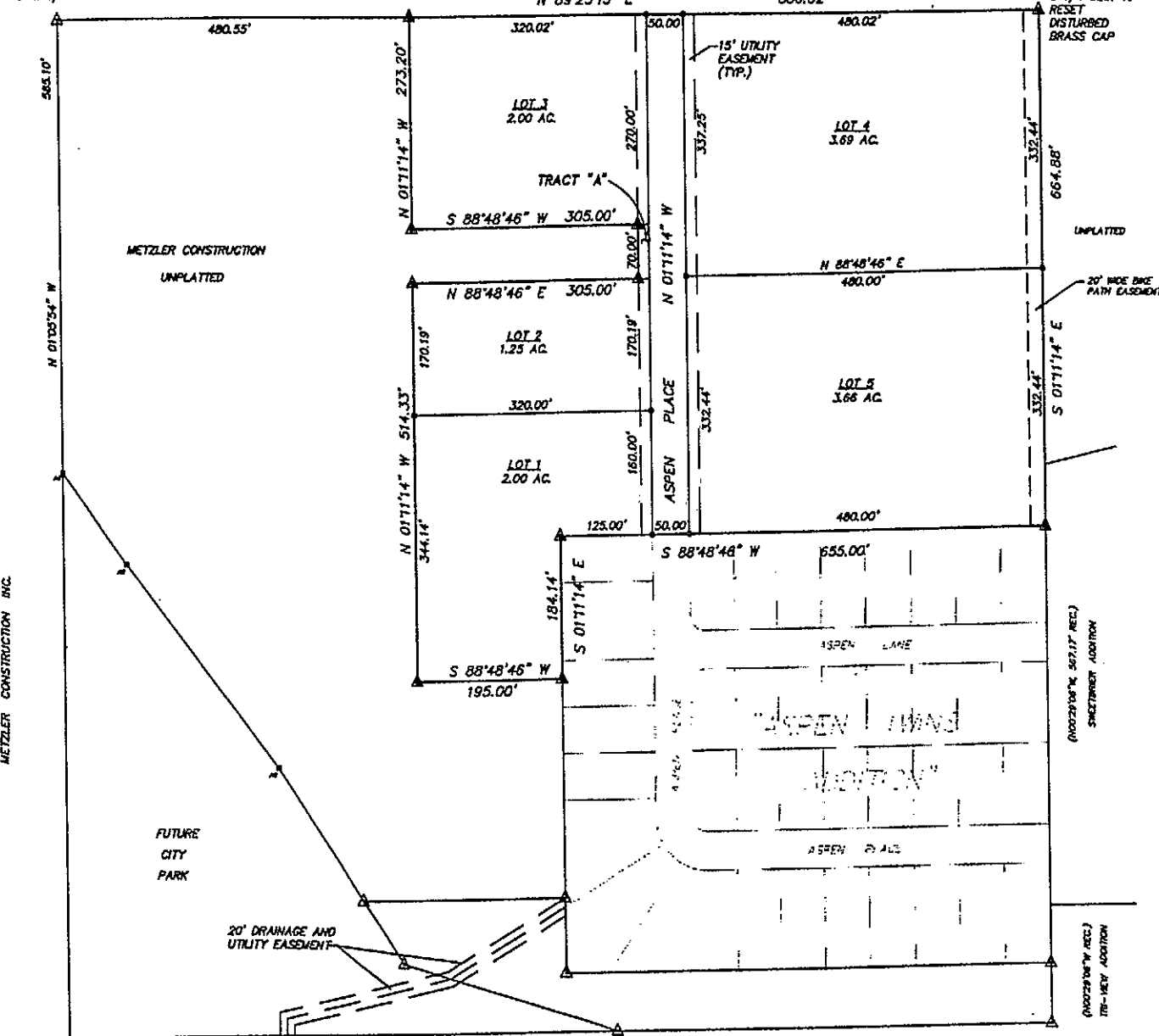
William E. Jones
NOTARY PUBLIC

ASPEN ESTATES ADDITION

PLAT PREPARED BY
CIVIL ENGINEERING PROFESSIONALS, INC.
355 NORTH LINCOLN STREET
CASPER, WYOMING 82601
MARCH, 1996

NATRONA COUNTY SCHOOL DISTRICT NO. 1

C-W 1/16 SEC. 19



(N89°35'37"E, 1206.00' REC.)
WOLF CREEK NO. 1

LEGEND

- ▲ FOUND BRASS CAP
- ▲ SET BRASS CAP
- ▲ SET BRASS CAP AT LOCATION OF FOUND ALUM. CAP
- SET ALUM. CAP
- ◻ FOUND ALUM. CAP

0 100 200
SCALE: 1"=100'



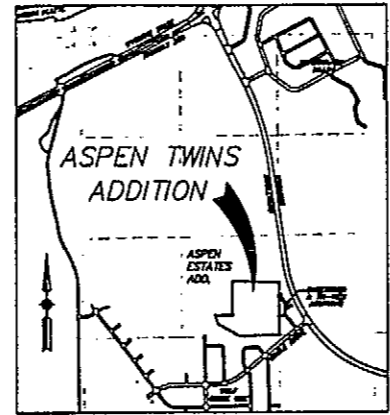
5804102

#169

ASPEN TWINS ADDITION 1169
Recording 1580462
June 20, 1996

30 JUL 20 1996

FINAL PLAT OF
ASPEN TWINS ADDITION
A SUBDIVISION IN THE NE1/4 OF THE SW1/4, SECTION 19
T.33N., R.79W., 6th P.M.
CITY OF CASPER
NATRONA COUNTY WYOMING



VICINITY MAP

CERTIFICATE OF DEDICATION AND ANNEXATION

STATE OF WYOMING }
COUNTY OF NATRONA } SS

THE UNDERSIGNED, METZLER CONSTRUCTION, INC., DOES HEREBY CERTIFY THAT IT IS THE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED PARCEL OF LAND LOCATED IN THE NE1/4 OF THE SW1/4 OF SECTION 19, T.33N. R.79W. 6th P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- BEGINNING AT THE C-S 1/4 CORNER OF SAID SECTION 19, T.33N. R.79W. 6th P.M., NATRONA COUNTY, WYOMING AS MONUMENTED BY A BRASS CAP, BEING THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION;
 - THENCE S88°57'37" W, ALONG THE SOUTH LINE OF THE NE1/4 SW1/4 OF SAID SECTION 19, A DISTANCE OF 585.32 FEET TO A BRASS CAP SET THIS SURVEY;
 - THENCE N73°35'45" W, ALONG A LINE COMMON TO THIS PARCEL AND A FUTURE CITY PARK TRACT, 302.12 FEET TO A SET BRASS CAP;
 - THENCE N34°54'08" W, CONTINUING ALONG SAID COMMON LINE, 98.64 FEET TO A SET BRASS CAP;
 - THENCE N08°48'48" E, 273.08 FEET TO A SET BRASS CAP;
 - THENCE N01°11'14" W, 483.88 FEET TO A SET BRASS CAP;
 - THENCE N08°48'48" E, 655.00 FEET TO A SET BRASS CAP LOCATED ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 19;
 - THENCE S01°11'14" E, ALONG THE EAST LINE OF SAID ADDITION AND THE NORTH-SOUTH CENTERLINE OF SECTION 19, 640.68 FEET TO THE POINT OF BEGINNING;
- THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 10.34 ACRES, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR. THE NAME OF THE SUBDIVISION SHALL BE "ASPEN TWINS ADDITION" AND THE OWNER HEREBY GRANTS TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, PIPES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND RETAINED AS "UTILITY EASEMENTS" ON THIS PLAT. THE STREETS "ASPEN PLACE" AND "ASPEN LANE" SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

Terrence M. Metzler
TERRENCE M. METZLER, OWNER
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY TERRENCE M. METZLER THIS 26th DAY OF April, 1996.
WITNESS MY HAND AND OFFICIAL SEAL
BY COMMISSION EXPIRES June 3, 1998
James F. Jones
JAMES F. JONES
NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
COUNTY OF NATRONA } SS

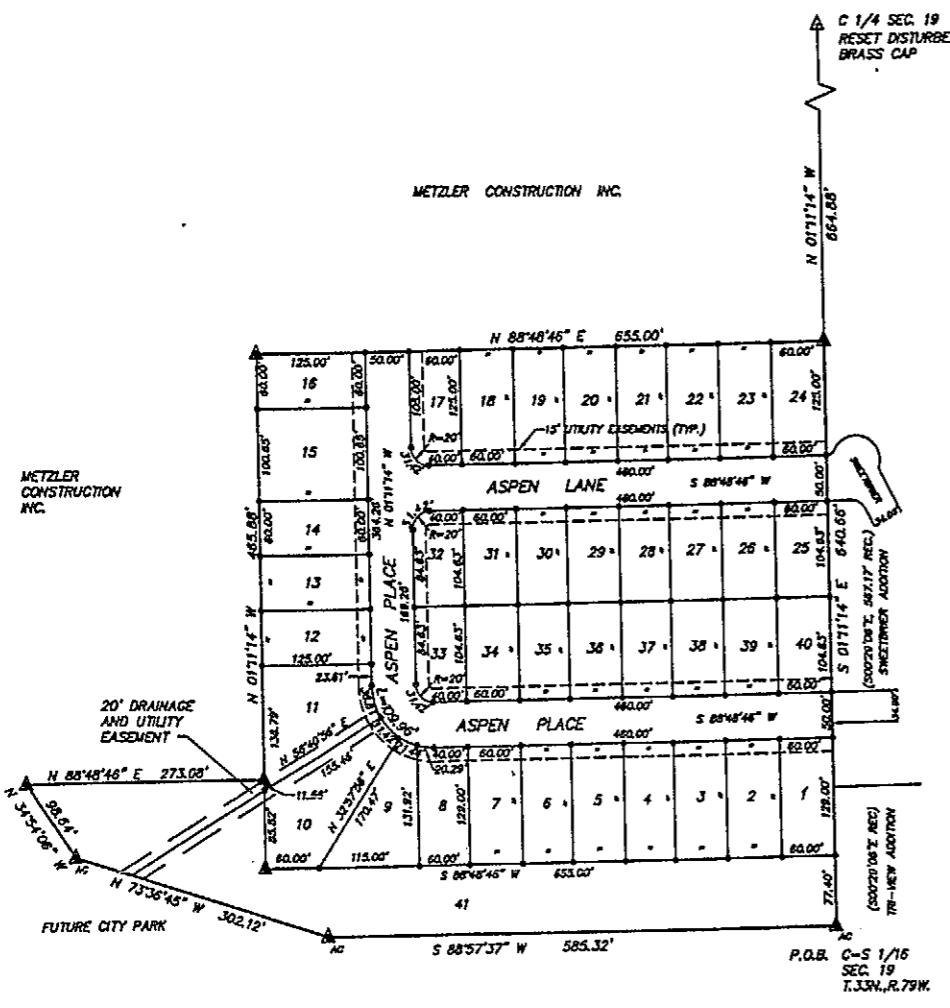
I, JAMES F. JONES, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5556, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME IN FEBRUARY, 1996 AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JAMES F. JONES THIS 24th DAY OF April, 1996.
WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES 12-31-2000
James F. Jones
JAMES F. JONES
NOTARY PUBLIC

ASPEN TWINS ADDITION

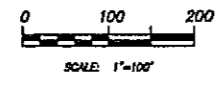
PLAT PREPARED BY
CIVIL ENGINEERING PROFESSIONALS, INC.
355 NORTH LINCOLN STREET
CASPER, WYOMING 82601
MARCH, 1996



(N89°35'37" E, 1206.00' REC.)
WOLF CREEK NO. 1

LEGEND

- ▲ FOUND BRASS CAP
- ▲ SET BRASS CAP
- ▲ SET BRASS CAP AT LOCATION OF FOUND ALUM. CAP
- SET ALUM. CAP



APPROVALS

APPROVED BY THE COMMUNITY PLANNING COMMISSION OF CASPER, WYOMING
THIS 22nd DAY OF February, 1996.
ATTEST: *Ronnie E. Bennett* SECRETARY
Audrey Jarvis CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NOS-16, DULY PASSED, ADOPTED AND APPROVED THIS 16th DAY OF April, 1996.
ATTEST: *Deanna Christman* CITY CLERK
James Jones MAYOR

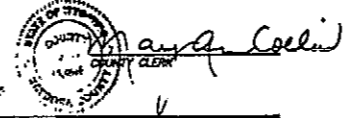
INSPECTED AND APPROVED THIS 16th DAY OF May, 1996
Lee L. Antelman CITY ENGINEER

INSPECTED AND APPROVED THIS 6th DAY OF July, 1996
James F. Jones COUNTY SURVEYOR

RECORDED

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING THIS 20th DAY OF June, 1996.

BOOK _____ PAGE _____



NOTES

- ERROR OF CLOSURE IS 11.425430.
- SUBDIVISION IS TO BE ZONED R-4.
- ALL LOTS ARE SUBJECT TO 15' UTILITY EASEMENTS ALONG STREET FRONTAGE.
- BASES OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983. BEARINGS SHOWN ARE GRID, AND DISTANCES ARE SURFACE.

**DECLARATION OF
COVENANTS, RESTRICTIONS AND GOVERNING
LAND USE AND DEVELOPMENT OF**

LOTS 1 THROUGH 5, ASPEN ESTATES ADDITION

KNOW ALL MEN BY THESE PRESENTS:

That whereas, the undersigned, Terrence M. Metzler, hereinafter referred to as Declarant, is the owner of all that certain real property situate in Natrona County, State of Wyoming, known and described as, and being portions of the following described real property:

Commencing at the C ¼ corner of said Section 19, T33N, R79W, 6th P.M., Natrona County, Wyoming, as marked by a brass cap, being the point of beginning of this legal description: Thence S01°11'14"E. along the East line of the NE¼SW¼ of said Section 19, a distance of 664.88 feet to a brass cap set this survey at the Northeast corner of "Aspen Twins Addition"; Thence S88°48'46"W, along a line common to "Aspen Estates Addition" and "Aspen Twins Addition", 655.00 feet to a set brass cap at the Northwest corner of "Aspen Twins Addition"; Thence S01°11'14"E, continuing along said common line, 184.14 feet to a set brass cap; Thence S88°48'46"W, 195.00 feet to a set brass cap; Thence N01°11'14"W, along the West line of "Aspen Estates Addition", 514.13 feet to a set brass cap; Thence N88°48'46"E, 305.00 feet to a set brass cap; Thence N01°11'14"W, 70.00 feet to a set brass cap; Thence S88°48'46"W, 305.00 feet to a set brass cap; Thence N01°11'14"W, along the West line of "Aspen Estates Addition", 273.20 feet to a set brass cap located on the East-West centerline of said Section 19; Thence N89°23'13"E, along the North line of "Aspen Estates Addition" and said East-West centerline of Section 19, 850.02 feet to the point of beginning.

The above described tract of land contains 13.39 acres, and is subject to any rights of way and/or easements, reservations, and encumbrances which have been legally acquired.

WHEREAS, in order to insure the use and development of said property for exclusive residential purposes only, to prevent the impairment of the attractiveness of said property and adjacent land for such purposes, and to maintain property values therein, the undersigned desire, hereby, to make and impose upon said real property the restrictions and limitations hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, the undersigned owner does hereby and by these presents make, publish, declare, and impose upon said real property situate and includes within the aforementioned Lots 1 through 5, Aspen Estates Addition, and such additional

Compliments of
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



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).

RECORDED Oct 18 1996 AT 2:03 O'CLOCK PM
INSTRUMENT NO **586633**
NATRONA COUNTY CLERK
CASPER, WYOMING

**DECLARATION OF
COVENANTS, RESTRICTIONS AND GOVERNING
LAND USE AND DEVELOPMENT OF**

LOTS 1 THROUGH 5, ASPEN ESTATES ADDITION

KNOW ALL MEN BY THESE PRESENTS:

That whereas, the undersigned, Terrence M. Metzler, hereinafter referred to as Declarant, is the owner of all that certain real property situate in Natrona County, State of Wyoming, known and described as, and being portions of the following described real property:

Commencing at the C $\frac{1}{4}$ corner of said Section 19, T33N, R79W, 6th P.M., Natrona County, Wyoming, as marked by a brass cap, being the point of beginning of this legal description: Thence S01°11'14"E. along the East line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 19, a distance of 664.88 feet to a brass cap set this survey at the Northeast corner of "Aspen Twins Addition"; Thence S88°48'46"W, along a line common to "Aspen Estates Addition" and "Aspen Twins Addition", 655.00 feet to a set brass cap at the Northwest corner of "Aspen Twins Addition"; Thence S01°11'14"E, continuing along said common line, 184.14 feet to a set brass cap; Thence S88°48'46"W, 195.00 feet to a set brass cap; Thence N01°11'14"W, along the West line of "Aspen Estates Addition", 514.13 feet to a set brass cap; Thence N88°48'46"E, 305.00 feet to a set brass cap; Thence N01°11'14"W, 70.00 feet to a set brass cap; Thence S88°48'46"W, 305.00 feet to a set brass cap; Thence N01°11'14"W, along the West line of "Aspen Estates Addition", 273.20 feet to a set brass cap located on the East-West centerline of said Section 19; Thence N89°23'13"E, along the North line of "Aspen Estates Addition" and said East-West centerline of Section 19, 850.02 feet to the point of beginning.

The above described tract of land contains 13.39 acres, and is subject to any rights of way and/or easements, reservations, and encumbrances which have been legally acquired.

WHEREAS, in order to insure the use and development of said property for exclusive residential purposes only, to prevent the impairment of the attractiveness of said property and adjacent land for such purposes, and to maintain property values therein, the undersigned desire, hereby, to make and impose upon said real property the restrictions and limitations hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, the undersigned owner does hereby and by these presents make, publish, declare, and impose upon said real property situate and includes within the aforementioned Lots 1 through 5, Aspen Estates Addition, and such additional

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RECORDED Oct 18 1996 AT 2:03 O'CLOCK PM
INSTRUMENT NO. 586633
NATRONA COUNTY CLERK
CASPER, WYOMING

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8488



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).

lots as shall be established and declared by Owner as part of Aspen Estates Addition in accordance herewith, the following restrictions and limitations governing the use and development of all lots within the Addition, and does hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land herein specified and shall be binding upon the undersigned and all persons claiming upon them, and shall be for the benefit of, as well as limiting and restricting, all future owners of all lots of Aspen Estates Addition, to-wit:

1. All lots herein shall be used exclusively for residential purposes; no building or structure shall be erected, placed, or permitted to remain on any lot therein other than one, private, single-family dwelling, and approved accessory structures (e.g. storage buildings, playhouses, dog houses), which structures shall be constructed in accordance with the restrictions hereinafter set forth.

2. No commercial or business uses, or churches shall be allowed except that a home occupation may be carried out in the residence on a lot, PROVIDED, it is expressly approved by the Architectural Committee; it does not interfere with the residential character of the dwelling or neighborhood; is secondary to the use of the residence as a dwelling place; causes no undue parking or traffic problems; and has no outward appearance of such home occupation; nor shall any signs, billboards, or advertising devices (except suitable signs used to facilitate the sale thereof) be erected, placed, or be permitted to remain on any such lot. Provided, however, that Declarant, or his successors and assigns shall be permitted to construct and utilize a model home for purposes of sale promotion and/or office or shop facilities which are temporary in nature and in connection with construction of new homes.

3. No trailer, camper, basement, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used on the lots as a place of residence or habitation, either temporarily or permanently, and except as the same may customarily be employed by contractors for and during the construction or improvement thereon. No house trailer, mobile home, recreational vehicles, motor homes, camper-trailer, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lots except recreational vehicles, camper-trailers, boats, horse trailers, snowmobile trailers, or similar recreational equipment, may be stored on the side yard portion of any lot, if it is enclosed, either in a structure, or inside a fenced area with approval of the Architectural Committee.

4. With respect to the improvements to be erected and situate on the lots the following, together with all other provisions thereof, shall govern:

a. All structures to be erected shall first be approved by the Architectural Committee as hereinafter set forth;

b. For a period of eight (8) years, or until Declarant owns less than 25% of the lots in Aspen Estates (including lots added pursuant to paragraph 26(b)), whichever is the last to occur, Declarant shall serve as the Architectural Committee. Thereafter, Declarant may appoint three (3) Owners to the Architectural Committee to serve until the first annual

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



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).

meeting of Owners held in accordance with the bylaws attached hereto as Exhibit "A". In the event that Declarant is unable or unwilling to serve or fails to appoint his successors, the owners shall elect three (3) owners to serve as the Architectural Committee.

5. Duplicate sets of plans and specifications for any lot improvement or alteration shall be submitted to the Architectural Committee. The plans shall include site plan indicating the location of the proposed development, including driveways, parking areas, fences, outbuildings and utilities. All plans and elevations shall clearly show all external features and materials for all structures for any building or structure. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these covenants.

The Architectural Committee shall review the plans and specifications within twenty (20) days from the day of confirmed submission, and determine if the proposed use or development conforms to the requirements of these covenants. If the Architectural Committee fails to review the plans and specifications within twenty (20) days from submission thereof, and to inform the owner of the Architectural Committee's decision regarding approval or disapproval, then the plans as submitted shall be deemed to have been automatically approved, provided however, that any development proposed shall not otherwise violate these covenants or any building codes or restrictions of the City of Casper. A copy of the proposed plans and related data may be retained by the Architectural Committee for its records.

NOTE: Any approval given by the Architectural Committee shall not constitute a warranty, expressed or implied, of compliance with any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence construction.

6. No structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. 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. No vehicle of a size larger than the now standard American manufactured motor car or pickup truck, and no vehicle the primary use or design of which is for the transportation of passengers for hire and no vehicles intended to be used primarily for sport, commerce or industry such as trucks, campers, house trailers, buses, boats and boat trailers, snowmobiles or snowmobile trailers, tractors and trailers, shall be parked on the streets or any of the front portions, driveways, or other ways of access or to any such lot or lots, except that occasional temporary parking of same shall be permitted subject to the right of the Architectural Committee to restrict or prohibit abuses. No tractors or tractor trailer assembly units may be parked on any areas of the lot except in connection with construction of structures on the subject property. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative. The intent of this paragraph is to keep streets and driveways clear of commercial vehicles and to encourage residents to park stored vehicles and equipment inside the garage or properly fenced areas.

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



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).

8. No obnoxious or offensive activity, commercial or otherwise, shall be conducted on the lots, nor shall anything be done which may be or become an annoyance or nuisance to those owning property. No vehicle shall be repaired, serviced, rebuilt, dismantled or painted anywhere except within the garage portion of a living unit.

9. No residence having a ground floor area of less than 1,800 square feet excluding garages, porches, and patios, shall be located on any lot; however, this restriction shall not be interpreted to preclude the location on any lot of bi-level, split-level, tri-level, or two-story residences, provided that such bi-level, split-level, tri-level, or two-story shall have at least 1,200 square feet of floor area on the main living level.

10. No roof or pole mounted antennas are allowed. Only satellite dishes approved by the Architectural Committee are permitted.

11. Yard fences to be PVC or vinyl type only. No front fences or corner side yard fences within fifteen (15) feet from the street. Fences to be 2" x 6" three rail type. Optional style of fencing, inclusive of patio areas, dog runs, etc., must be approved by the Architectural Committee. It is the intent of the Architectural Committee to keep the fencing maintenance free and white.

12. Garage doors shall be kept closed except as necessary to permit such access. Each garage door shall be equipped with an automatic garage door opener which shall be maintained in good working order.

13. Easements for installation and maintenance of utilities are reserved and shown on the recorded plat. An additional easement for location and access to maintain and repair an area sign and mail boxes is hereby reserved along the utility easement on the front or side of any lot.

14. All lots in the Addition shall be fully landscaped. A full landscaping site plan, which shall include a variety of trees and shrubs, shall be submitted to the Architectural Committee for approval. The Architectural Committee may adopt guidelines for use by owners in developing said landscaping plan. Trees must be planted within one year from purchase of lot and construction. Total landscaping must be completed by the builder or home owner before occupancy of the dwelling. If occupancy of the dwelling is beyond October 1, then the home owner and builder shall have until the next May 15th thereafter to complete landscaping. Trees that die must be replaced with a tree of equal size unless the tree is over 2" in diameter, then a 2" diameter tree will suffice. In the event construction does not commence within the first year, the lot will be required to be mowed and trimmed until construction. It is the intent of this paragraph to have fully landscaped lots once a residence is established and to keep vacant lots aesthetically appealing, maintained, and no bare spots.

15. The exterior of each home shall be approved by the Architectural Committee. Any alterations or additions to the plans originally approved by the Architectural Committee shall be resubmitted for approval. Only paints and stains of natural earth color and masonry of like colors,

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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).

inclusive of white and black, shall be approved by the Committee. The owner or builder will submit plans and specifications to the Committee which are adequate to establish the type, quality and appearance of the building exterior, including proposed colors. The Committee will enforce the buildings to blend with or compliment the natural area colors. Each homeowner shall maintain the exterior of his living unit and lot in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent and shall cause it to be repainted periodically and before the surfacing becomes weather-beaten or worn off. Any changes from the originally approved exterior colors or materials must be resubmitted for approval by the Architectural Committee.

16. The locations of structures on the sites and the heights shall be designed to reduce the buildings' prominence and will blend with the site as much as possible. All improvements erected in the subdivision must be new construction only. It is the intent of the Architectural Committee to offer a subdivision that is of high standards and therefore all materials used in the home construction shall be of high quality and enhance the subdivision's appearance.

All structures on the lots shall have earhtone or black roofs. No modular homes are permitted on any lots. Street to house driveways shall be concrete or asphalt.

17. Rubbish containers shall be placed out of sight. No ashes, trash, rubbish, garbage or other refuse shall be stored or deposited anywhere outside of any living unit except during refuse collections by the City of Casper.

18. The Architectural Committee and the Declarant shall not be liable in damages to anyone submitting plans to them for approval or to any Owner by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve such plans and specifications. Every Owner or other person who submits plans to the Architectural Committee for approval agrees by submission of such plans and specifications that he will not bring any action or suit against the Architectural Committee to recover any such damages. Approval by the Architectural Committee shall not be deemed compliance with the requirements of any local building codes and it shall be the responsibility of the Owner or other persons submitting the plans to the Architectural Committee to comply therewith. The Architectural Committee may, in its discretion, and upon good cause shown, grant variances to the restrictions set forth in paragraphs 7, 10, 11, 12, 14, and 15.

19. The covenants herein contained shall be and remain in full force and effect for a period of twenty-five (25) years from the date and after the date thereof, and shall remain in force and effect thereafter for a successive ten (10) year period unless by agreement of the majority of the then owners of lots, the terms and provisions hereof are changed, modified or abrogated in whole or in part at the end of the first twenty (20) year period or at the end of any succeeding ten (10) year period.

20. The covenants herein contained shall be binding upon the undersigned and upon all their successors and assigns, as to any and all of the lots contained herein, and imposed upon as an obligation and charged against all the land and lots therein situate, for the benefit of the undersigned

owners, their successors and assigns, and as a general plan for the benefit of those persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part thereof.

21. Every person bound by these covenants is deemed to recognize and agree that it is not the intent of these covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing vitality and that lenience or neglect in their enforcement shall not in any way invalidate these covenants or any part of them, nor operate as an impediment to their subsequent enforcement. No such person shall defend against enforcement on the ground of waiver or estoppel.

22. The Architectural Committee shall have the right to prosecute an action enforcing the provisions of any of those covenants by injunctive relief, on behalf of itself and all or part of the lot owners. In addition, each owner shall have the right to prosecute for injunctive relief and for damages by reason of any covenants violation. The prevailing party shall be entitled to its costs, including reasonable attorney's fees, incurred in enforcing these covenants.

23. Should any part of parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

24. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of seventy percent (70%) of the lots included within the boundaries of the Subdivision, as the same may then be shown by the plat on file in the office of the Natrona County Clerk. Any such amendment shall be ineffective until same shall have been placed of record in the office of the Natrona County Clerk.

25. Each owner, other than Declarant, shall be entitled to one vote per lot for purposes of electing Architectural Committee members as per paragraph 4 above, and amending these covenants. Declarant shall be entitled to three votes for each lot owned. Owners shall be defined as a current owner, including Declarant, of a lot in the original Aspen Estates Addition or any addition thereto platted in accordance with paragraph 26(b).

26. Declarant hereby reserves the right, from time to time for a period of up to eight (8) years from the date hereof to perform the acts and exercise the rights hereinafter specified (the "Special Declarant Rights"). Declarant's Special Declarant Rights include the following:

a. Completion of Improvements. The right to complete improvements indicated on the Plat filed with the Declaration.

b. Declarant may plat additional residential lots on adjacent lands and may thereupon extend these covenants and restrictions to said lots and thereby burden and benefit those lots by these covenants for the benefit and burden of all lots in the original Aspen Estates Addition and any additions thereto.

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c. Sales Management and Marketing. The right to maintain sales offices, management offices and signs advertising the Lots anywhere within or upon any Lot owned by Declarant or Declarant's assignee.

d. Construction Easements. The right to use utility easements through any Lot for the purpose of making improvements within or upon any Lot.

e. Master Association. The right to make the Subdivision subject to an Association.

f. Dedications. The right to establish, from time to time, by dedication or otherwise, or to have vacated, utility and other easements for purposes including but not limited to streets, paths, walkways, drainage, recreation areas, parking areas, conduit installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Owners within the subdivision.

g. Amendment of Declaration. The right to amend this Declaration in connection with the exercise of any Rights granted herein

h. Amendment of Plat. The right to amend the Plat in connection with the exercise of any Rights granted herein.

27. Rights Transferable. Any Development Right, Special Declarant Right or Additional Reserved Right created or reserved under this Article for the benefit of Declarant may be transferred to any person or entity by an instrument describing the rights transferred and recorded in the County of Natrona, State of Wyoming. Such instrument shall be executed by the Declarant and the transferee.

28. Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

IN WITNESS WHEREOF, the undersigned has executed this instrument at Casper, Natrona County, Wyoming, on the date and year first above written.


TERRENCE M. METZLER

