DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ELKHORN VALLEY NO. 1 ADDITION

THIS DECLARATION, made on the date hereinafter set forth by ELKHORN VALLEY PARTNERSHIP AND LATHROP LIMITED PARTNERSHIP, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Casper, County of Natrona, State of Wyoming, which is more particularly described as:

All of the lands located in Elkhorn Valley No. 1 Addition, a subdivision, according to the official plat thereof recorded in Natrona County, State of Wyoming, Instrument No. 347239.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1. Accessory Building. Detached garages, patios, swimming pools, covers, enclosures, recreational facilities, storage sheds, or other similar structures and buildings customarily used in connection with residential uses.

Section 2. Building Site. A lot as established by the recorded plat or the combination of two (2) or more lots or portions thereof as approved by Declarant and in compliance with the provisions of these Covenants.


Section 4. Committee. The Design Review Committee composed of three (3) individuals appointed by the Declarant with responsibility for architectural approvals and such other powers as defined herein.

Section 5. Covenants. This Declaration and the provisions contained in it.


Section 7. Lot. Each area designated as a lot in any recorded plat of the Subdivision.

Section 8. Lot Lines. Front, side and rear lot lines shall be the same as defined in the zoning regulations of the City of Casper, Wyoming, in effect at the time of development or construction. In the absence of such a definition, a front lot line as each boundary line (whether one or more) between the lot and any public street. A side lot line is any boundary line which meets and forms an angle with a public street except that for a corner lot with two front lot lines, the side lot line is the boundary which forms an angle with the street which affords principal access to the lot.

Section 9. Owner. Person having fee simple legal title to a lot. If more than one person has such title, all such persons are referred to collectively as "Owner" and shall exercise their rights as an Owner through such one of them as they may designate from time to time.

Section 10. Properties. That certain real property contained within the recorded plat of Elkhorn Valley No. 1 Addition.

Section 11. Structure. Any building, thing or device other than trees and landscaping, the placement of which upon any building site might affect its
architectural appearance, including but not limited to any dwelling, building, garage, porch, shed, greenhouse, driveway, walk, patio, swimming pool, tennis court, fence, wall, tent, covering, or outdoor lighting. Structure shall also mean an excavation or fill which affects or alters the natural terrain or which affects or alters the flow of water in any natural or artificial stream, wash or drainage channel upon or across any lot.

Section 12. Subdivision. All lots, properties, and tracts in Elkhorn Valley No. 1 Addition, an addition to the City of Casper, Natrona County, Wyoming.

Section 13. Enumerations Inclusive. A designation which describes parcels or other things as from one number, letter, or other designation to another. Includes both such numbers, letters, or other designations and all in between.

Section 14. Gender and Number. Whenever the context requires, the use of singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 15. Due Notice. Due Notice means written notice delivered in accordance with the requirements of these Covenants.

ARTICLE II

RIGHTS RESERVED BY DECLARANT

Notwithstanding anything to the contrary contained in Declaration, the Declarant expressly reserves unto:

(a) Itself, its employees, successors and assigns, its agents, representatives, contractors and their employees, and their successors and assigns, easements and rights-of-way on, over and across all or any part of the streets or unimproved lots or parcels for vehicular and pedestrian ingress and egress;

(b) Itself, its successors and assigns (including any utility or other entity providing water, sewer, drainage, gas, oil, electricity, telephone, cable television or other similar services to which Declarant shall assign any of its rights hereunder) easements as identified herein or on the official plat of Elkhorn Valley No. 1 Addition where applicable, for installation, use, maintenance and repair of all lines, wires, pipes and all other things necessary for all such services; provided that any such lines, wires or pipes shall be underground and, further provided, that all work done in connection therewith shall be performed with reasonable care and the surface of said easement and right-of-way area shall be restored to the level and conditions that existed prior to the doing of such work; and

(c) Itself, its employees, agents, representatives, contractors and their employees the right to use the easements, rights-of-way and public areas, where applicable, to facilitate and complete the development of the project including where applicable, for:

(1) Construction, excavation, grading, landscaping, parking and/or storage;

(2) The maintenance and operation of a sales office and model units for sales purposes;

(3) The showing to potential purchasers of any unsold lot, unit, or improvement within the project; and

(4) The display of signs to aid in the sale of any unsold lots and units.

ARTICLE III

BUILDINGS AND IMPROVEMENTS

Section 1. Building Restrictions and Types of Buildings. Development and improvements on lots within Elkhorn Valley No. 1 Addition shall be restricted as follows:

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(a) City park: Lot 24, Block 2 and Lot 15, Block 4 of Elkhorn Valley
No. 1 Addition are hereby designated as City park and are dedicated to the City of Casper for improvement of and the use by the public. No structure or other use except those accessory or appurtenant to public park use or a public utility shall be permitted.

(b) Elementary school site: Lot 23, Block 2 of Elkhorn Valley No. 1 Addition is intended for use as an elementary school site and is, therefore, exempt from the general architectural requirements and conditions of these Covenants, including fencing and design review approval provided, however, that should the Natrona County School District No. 1 not purchase or determine not to use the site for an elementary school, the parcel may be used only for residential purposes and will become subject to the provisions and requirements for such residential use described in these Covenants.

(c) Single family lots: Lots 1-62, Block 1; Lots 1-22, 25-50, Block 2; Lots 1-69, Block 3; Lots 1-8, Block 4; Lots 1-101, Block 5; Lots 1-8, Block 6; Lots 1-16, Block 7; Lots 1-8, Block 8; Lots 1-4, 6-34, Block 9; Lots 1-10, Block 10; Lots 2-76, Block 11; Lots 1-14, Block 12; and Lots 1-14, Block 13 are restricted to single family dwellings, and no structure shall be upon any single family lot or building site other than residential and accessory buildings.

(d) Multiple dwelling parcels: Lots 9-15, 17 and 18, Block 4; Lot 5, Block 9; Lot 1, Block 11; and Lots 1 and 2, Block 14 are hereby designated and approved for residential use including single family dwellings, cluster homes, town homes, condominiums, apartments, or other multiple family dwellings subject to design review approval in accordance with these Covenants and such platting and zoning requirements of the City.

Section 2. Building Site. Not more than one (1) dwelling shall be erected or maintained within any lot or the combination of two (2) or more lots or portions thereof as approved by the Committee and subject to the following:

(a) Lots 1-62, Block 1 shall have an area of not less than 5,000 square feet per lot.

(b) All other single family lots as identified in Article III, Section 1.(c), above shall have an area of not less than 6,000 square feet per lot.

(c) Multiple family parcels as identified in Article III, Section 1.(d), above may have such number of dwellings as approved by the Committee and the City through its zoning and subdivision approvals.

Section 3. Minimum Dwelling Size. Residential dwellings constructed upon single family lots within the Subdivision are subject to the following minimum requirements:

(a) Lots 1-62, Block 1: 800 square feet of finished, livable floor area and a minimum foundation footprint of 550 square feet exclusive of garage, patios, breezeways, storage rooms, porches, or any attached accessory building. Minimum of one-car garage.

(b) All other single family lots as identified in Article III, Section 1.(c), above: 900 square feet of finished, livable floor area and a minimum foundation footprint of 600 square feet exclusive of garage, patios, breezeways, storage rooms, porches, or any attached accessory building. Minimum of two-car garage.

(c) Building size of multiple family parcels shall be determined by the Committee in accordance with provisions of these Covenants.

Section 4. Building Location and Setbacks. Unless specifically approved in writing by the Committee, as provided for in these Covenants, and the City, no dwelling, garage, accessory building or any other structure exclusive of fences shall be located on any lot in such a manner as shall not meet the minimum City setback, front and side yard requirements in effect at the time of issuance of building permits. Such that the rear setback for Lots 1-62, Block 1 shall not be less than fifteen (15) feet; and further, except that on Lots 1-62, Block 1, such dwellings, buildings, or structures may be constructed on one side lot line subject to approval and requirements of the Committee.
Further provided that any such construction on a side lot line shall require a minimum of ten (10) feet separation between buildings on the opposite side yard. The Committee may grant approval for projections of eaves, steps, chimneys, and gutters or any other portion of a building within a setback area provided, however, that this shall not be construed to permit any such projection to encroach upon any other site. Where it is architecturally possible, it is recommended that all garages be incorporated into and made part of the dwelling structure. All construction must conform to the building code, zoning code, and subdivision regulations of the City which regulations may vary from the provisions of this and other sections.

Section 5. Height Restrictions. All dwellings or other structures shall conform to height requirements of the City and Committee for the purpose of preserving views, solar access and such other applicable requirements. Height shall be measured from the highest finished grade contour at any point adjoining the foundation of the structure to the highest point of the structure exclusive of chimneys.

Section 6. Roofs. All roof coverings shall be of wood shakes, wood shingles, or composition shingles which shall have been approved by the Committee as to type, quality and color. All roof colors must be approved by the Committee.

Section 7. Accessory Buildings. Any accessory building or structure shall harmonize in appearance with the dwelling situated on the same lot. The Committee may order the removal of any accessory building not meeting this criterion.

Section 8. Fences. No fence, hedge or boundary wall situated anywhere upon any building site shall have a height greater than six (6) feet or such other lesser heights as the Committee may specify above the finished grade surface of the ground upon which such fence, hedge or wall is situated. All fences shall be wood and shall be of a type and standard approved by the Committee. Fences may be constructed around the rear yard area of any building lot. There shall be no front yard fencing of any type or style unless specifically submitted to and approved by the Committee.

Section 9. Exterior Antennae. No detached radio or television aerial shall be permitted except in the case of a screened television reception dish, and no aerial attached to any residence or garage shall have a height exceeding three (3) feet above the roof line of the residence or garage to which it is attached.

Section 10. Solar Systems and Facilities. Solar systems and/or facilities either active or passive shall be allowed with the prior approval of the Committee. Adequate data on said systems as to location and style shall be submitted before approval or denial. The Committee may order the removal of any such installation not having the written approval of said installation.

Section 11. Control of Building Exteriors, Roofs, and Colors. The committee shall have the right to control the texture, design and color scheme of the outside walls, fences, roofs, and patio roofs and to require basic front yard landscaping. An owner shall not repaint the outside walls thereof without first obtaining approval of the Committee as to color unless the color is selected from the approved palette of the Committee. All patio roofs shall be of uniform design and color in harmony with the residential building.

Section 12. Owner Maintenance. Each owner shall maintain the exterior of the dwelling, any accessory building and all other structures, lawns, landscaping, walks and driveways, in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. Exterior building surfaces and trim shall be repainted periodically and before the surfacing becomes weather-beaten or worn off.

Section 13. Prosecution of Construction Work. The construction of the dwelling and associated structures shall be prosecuted diligently and continuously from the time of commencement thereof until such dwelling and associated structures are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, within six (6) months.
from the date of commencement of construction unless prevented by causes beyond
the control of the owner or builder and only for such time as that cause con-
tinues.

Section 14. Rebuilding or Restoration. Any dwelling or building which
may be destroyed in whole or in part by fire, wind storm or from any other cause
or act of God must be rebuilt or all debris removed and the lot restored to a
sightly condition, such building or restoration to be completed within reason-
able promptness and in any event within six (6) months from the time the damage
occurs.

Section 15. Construction or Sales Offices. Temporary buildings for con-
struction or administration purposes or for sales offices may be erected or
maintained only by Declarant or with the permission of the Committee. Model
homes may be used and exhibited only by Declarant or with the permission of
the Committee. Temporary buildings permitted for construction or administration
purposes or for sales offices shall be promptly removed when they cease to be
used for these purposes, or at such time as required in writing by Due Notice
from the Committee.

Section 16. 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 a lot or tract, nor shall oil wells, tanks, tunnels, mineral
excavations or shafts be permitted upon or in any lot or tract. No
derrick or other structure designed for use in boring for oil or natural gas
shall be erected, maintained or permitted upon any lot or tract.

Section 17. Excavation, Defacing of Landscape, Ditches. No excavation
for stone, sand, gravel, earth or minerals shall be made upon a building site
unless such excavation is necessary in connection with the erection of an
improved structure thereon. No irrigation drain or waste water shall be per-
mitted to flow in open ditches to or on any residential lot or tract in said
Subdivision.

ARTICLE IV
LIVING ENVIRONMENT STANDARDS

Section 1. Building and Grounds Conditions. Each owner shall prevent the
development of any unclean, unsightly or unkempt conditions of buildings or
grounds on his lot which tends to substantially decrease the beauty of the
neighborhood as a whole or in the specific area. No building material shall be
stored on any lot, except temporarily during continuous construction of a build-
ing, unless enclosed out of view in a service yard or within a building.

Section 2. Garage Doors. Garage doors shall be kept closed except when
being used to permit ingress or egress to or from the garage.

Section 3. Maintenance Equipment. All maintenance equipment shall be
stored in an enclosed structure or otherwise adequately screened so as not to
be visible from the neighboring property or adjoining streets.

Section 4. Clotheslines. All outdoor clothes poles, clotheslines and
other facilities for drying or airing of clothing or household goods shall be
placed or screened by fence or shrubbery so as not to be visible from adjacent
streets.

Section 5. Refuse. No ashes, trash, rubbish, garbage, grass or shrub
clippings, scrap material or other refuse, or receptacles or containers therefor,
shall be stored, accumulated or deposited outside of the property or street, except during refuse collections.

Section 6. Nuisances. No noisy or offensive activity shall be carried
on upon any lot nor anything done thereon tending to cause discomfort, dis-
comfort, annoyance or nuisance to the neighborhood. No offensive or hazardous
activities may be carried on on any lot or in any living unit. No annoying
lights, sounds or odors shall be permitted to emanate from any living units.

Section 7. Sound Devices. No exterior speakers, horns, whistles, bells
or other sound devices except security devices used exclusively for security
purposes shall be located, used or placed on any structure or within any
building site.
Section 8. Landscaping. Prior to occupancy of a dwelling or within any extension of time granted by the Committee not to exceed six (6) months after completion of a dwelling, all front yards and open spaces shall be landscaped and thereafter maintained in lawns or other materials. Unless otherwise approved by the Committee, no less than fifty percent (50%) of the front yard area shall be covered with bluegrass lawn or its equivalent. For purposes of this paragraph, the front yard is defined as the area of the lot between the paved surface of any street or back of sidewalk adjacent to the lot and the front of the dwelling or to the rear yard fence if the rear yard is not landscaped. Prior to occupancy of a dwelling or within any extension of time granted by the Committee, not to exceed six (6) months after completion of a dwelling, fences, as approved by the Committee, shall be constructed from each side of the dwelling to the side yard lot line. At such time as a Lot Owner is given Notice by the Declarant or the Committee to replace a landscape item that is not living or looks unsightly, such as but not limited to: trees, grass, plants, bushes and vegetation, then said Lot Owner shall have thirty (30) days to replace said landscape item(s) or the Declarant and/or Committee may do so and file a lien for cost and collection of said landscape replacement. All lawns shall be kept watered and mowed at all times.

Section 9. Weeds. All yards and open spaces and the entire area of every lot on which no building has been constructed, shall be kept free from plants which are infected with noxious weeds or plant disease or pests which in the reasonable opinion of the Committee are likely to cause the spread of infection or weeds to neighboring property and free from brush or other growth or trash which in the reasonable opinion of the Committee causes undue danger of fire.

Section 10. Mowing and Pruning. In order to effect insect, weed and fire control and to prevent and remove nuisances, the Owner of any Lot upon which it has not been constructed shall mow, cut, prune, clear and remove from the premises unsightly brush, weeds and other unsightly growth and shall remove any trash which may collect on the Lots and the right (but not the duty) to enter any Lot and perform this work after Due Notice to the Owner, in which case the reasonable costs incurred by the Declarant in performing such work will be an additional lien against the Lot involved.

Section 11. Grading Patterns. No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original finish grading plan except after first obtaining the prior consent and approval of the Committee. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and so as to protect foundations and footings from excess moisture for the principal and adjoining landowners.

Section 12. Transmitters. No electronic or radio transmitter of any kind other than garage door openers shall be operated in or on any structure or within any building site other than local business or personal communications systems.

Section 13. Animals. No animals except domesticated birds or fish and other small domestic animals permanently confined indoors and except an aggregate of two domesticated dogs or cats shall be maintained in or on any Lot within the Subdivision and then only if kept as pets. Any such allowed animals shall be kept on leash at all times that they are within the Subdivision but outside the Owner’s dwelling and Lot. No animal of any kind shall be permitted which in the opinion of the Committee makes an unreasonable amount of noise or odor or is a nuisance. No animals shall be kept, bred or maintained within the Subdivision for any commercial purposes.

Section 14. Trailers, Campers, etc. No boat, trailer, camper (on or off supporting vehicles), tractor, commercial vehicle, mobile home, motor home, motorcycle, towed trailer unit or truck, excepting only pickups solely for the private use of the residents of a dwelling, shall be parked overnight on any street or within any Lot or building site for a continuous period of more than 24 hours except in a completely enclosed structure, or fully screened in a manner approved by the Committee so as to not be visible at ground level from any neighboring property or street.

Section 15. Junk Cars. No stripped down, partially wrecked or junk motor vehicle or part thereof, shall be permitted to be parked on any street or any Lot in such manner as to be visible at ground level from any neighboring property or street.
Section 16. Vehicle Repairs. No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed structure which screens the sight and sound of the activity from the street and from adjoining property.

Section 17. Signs. The only signs permitted on any Lot or structure shall be:

(a) One sign of customary size for offering of the signed property for sale or for rent;

(b) One sign of customary size for identification of the occupant and address of any dwelling;

(c) Multiple signs for sale, administration and direction purposes installed by, or with the permission of Declarant during development;

(d) Signs as may be necessary to advise of rules and regulations or to caution or warn of danger;

(e) Such signs as may be required by law;

(f) Subdivision identification signs of a size and design approved by the Committee; and

(g) Temporary banners, flags, streamers or other Committee-approved devices intended to aid in sales or rental promotions of a specified length upon approval of the Committee or for one-day open house promotions.

All permitted signs must be professionally painted, lettered, and constructed.

Section 18. Water Saving Devices. Each dwelling constructed in the Subdivision shall have and maintain the following water saving devices: Pressure reducing valves limiting pressure to a maximum of 60 psi, toilets with a maximum flush of 3g gallons, aerators which provide for a maximum flow of 1.0 gpm on all bathroom sinks and water-saving shower heads to limit flows to a maximum of 3.0 gpm, and/or such other requirements of the Casper Board of Public Utilities as may be in effect at the time building permits are taken. Water and sewer service will not be provided by the Casper Board of Public Utilities to any building not meeting these requirements.

Section 19. Erosion Control. Any Owner of any Lot acquired from the Declarant assumes the responsibility for erosion control in accordance with the erosion control program requirements by the City including assumption of any and all fees, bonds or other security to assure compliance.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Building Approval. No structure shall be commenced, erected, placed, moved onto a Lot, permitted to remain on any Lot or altered in any way so as to materially change the Lot's previously existing exterior appearance, except in accordance with plans, specifications and other information submitted to the Committee and approved no more than one (1) year before start of the construction, alteration or installation. Matters which require the approval of the Committee include but are not limited to: the exterior appearance and materials, exterior color, roof color, height and location of each structure, coverings, drive, walk and fence, grading of site and landscape plan. In granting or withholding approval, the Committee shall consider among other things: the adequacy of the materials for their intended use, the harmonization of the external appearance with the surroundings, the proper relation of the structure or covering to the environment and to surrounding uses, the degree, if any, to which the proposed structure or covering will cause intrusions of sound, light or other effect on neighboring sites beyond those reasonably to be expected in a quality urban residential area from considerate neighbors. It is specifically understood that Elkhorn Valley is a planned development as to dwelling colors, landscaping, exterior elevations, fences, driveways, walks, building materials and their intended uses and all items having to do with the appearance of Elkhorn Valley. Any change or alteration in the above-mentioned items must have prior approval of the Committee.
The Committee shall be composed of three individuals appointed by Declarant, its successors and assigns.

Section 2. Plans Submissions. All plans, samples and other materials are to be submitted in a form and quality acceptable to the Committee. The plot plan shall show the location of all buildings, drives, walks, fences and any other structures. Proposed new contours throughout the lot and abutting street elevations on all sides shall be shown. Structure plans shall show all exterior elevations, and shall indicate and locate on each elevation the materials to be used and designate each exterior color to be used by means of actual color samples.

Section 3. Approval Process. All action required or permitted to be taken by the Committee shall be in writing and any such written statement shall establish the action of the Committee and shall protect any person relying on the statement. If the Committee does not execute and acknowledge such a statement within thirty (30) days after delivery of all the required materials to the Committee, the materials so delivered shall be deemed approved for the purpose of these Covenants. The Committee shall be entitled to retain one (1) copy of all approved plans as part of its files and records.

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ARTICLE VI

GENERAL PROVISIONS

Section 1. Committee Resolves Questions of Construction. If any doubt or questions shall arise concerning the true intent or meaning of any of these Covenants, the Committee shall determine the proper construction of the provision in question and shall set forth in written instrument duly acknowledged by the Committee and filed for record with the Clerk and Recorder of Natrona County, Wyoming, the meaning, effect and application of the provision. This definition will thereafter be binding on all parties so long as it is not arbitrary or capricious. Matters of interpretation involving Declarant shall not be subject to this section 1.

Section 2. Covenants Run With the Land. These Covenants shall run with the land and shall inure to and be binding on each Lot and upon each person or entity hereafter acquiring ownership or any right, title and interest in any Lot in the Subdivision.

Section 3. Covenants are Cumulative. Each of these Covenants is cumulative and independent and is to be construed without reference to any other provisions dealing with the same subject matter or imposing similar or dissimilar restrictions. A provision shall be fully enforceable although it may prohibit an act or omission sanctioned or permitted by another provision.

Section 4. Waivers. Except as these Covenants may be amended or terminated in the manner hereinafter set forth, they may not be waived, modified or terminated and a failure to enforce shall not constitute a waiver or impair the effectiveness or enforceability of these Covenants. 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 leniency 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 and each such person agrees not to plead as a defense in any civil action to enforce these Covenants that these Covenants have been waived or impaired or otherwise invalidated by a previous failure or neglect to enforce them.

Section 5. Enforcement. These Covenants are for the benefit of the Owners, jointly and severally, and may be enforced by action for damages, suit for injunction, mandatory and prohibitive, and other relief, and by any other appropriate legal remedy, instituted by one or more Owners, or the Committee or any combination of these. If Declarant no longer owns any property within the Subdivision, it shall nevertheless until seven years after these Covenants were filed of record, retain the right to enforce these Covenants in any of the manners permitted above. All costs, including reasonable attorney’s fees, incurred by the Declarant or the Committee in connection with any successful enforcement proceeding initiated by them (alone or in combination with Owners) during the period it is permitted to enforce these Covenants, incurred by Declarant, shall be paid by the party determined to have violated the Covenants.
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deemed to the extent such restrictions violate 42 USC 3604(c).

Section II. Action to provide for or contemplated by these Covenants shall be in writing, and shall be signed by the party who originates the notice, or by the party or agent authorized to act for such party, and shall remain in full force and effect.

Section 6. Amendment and Extensions. From time to time any one or more of these Covenants may be amended by an instrument signed and acknowledged by the owners of at least two-thirds of the Lots in the Subdivision and filed for record with the Clerk and Recorder of Natrona County, Wyoming, in the Subdivision, subject to the requirements of the Subdivision and such other provisions as may be contained in the said amendment. Any such amendment shall become effective when recorded in the offices of the Clerk and Recorder of Natrona County, Wyoming, and any instrument of record, or any acknowledgment, or any other local, state, or federal regulatory agency, shall not be required.

Section 7. Termination. All sections of these Covenants may be terminated by a written instrument executed and delivered for record with the Clerk and Recorder of Natrona County, Wyoming, and such instrument of record shall be recorded in the office of the Clerk and Recorder of Natrona County, Wyoming, and any acknowledgment or any other local, state, or federal regulatory agency shall not be required.

Any party exercising its right to enforce these Covenants shall not be required to bring an action after the end of the notice period specified in Section 10.20.

In the event of a court of record, the enforcement of the Covenants or the exercise of any right contained in these Covenants shall be in accordance with such court's judgment or decree, and any such enforcement or remedy shall be without prejudice to any other remedies available at law.
IN WITNESS WHEREOF, the Declarant has executed this Declaration this 28th day of FEBRUARY, 1983.

ATTEST

ELKHORN VALLEY PARTNERSHIP, BY AND THROUGH ELKHORN LAND & LIVESTOCK, INC., GENERAL PARTNER

PERI K. LATHROP, SECRETARY

BY: STEVEN C. LATHROP

LATHROP LIMITED PARTNERSHIP

VIRGINIA A. LATHROP, GENERAL PARTNER

HOMER R. LATHROP, GENERAL PARTNER

STATE OF WYOMING

County of Natrona

On this 28th day of FEBRUARY, 1983, before me, the undersigned, a Notary Public in and for said state, personally appeared STEVEN C. LATHROP and PERI K. LATHROP, known to me to the President and Secretary, respectively, of ELKHORN LAND & LIVESTOCK, INC., a general partner of Elkhorn Valley Partnership, and acknowledged to me that they executed the within instrument for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission expires: APRIL 9, 1986

Notary Public for Wyoming

STATE OF WYOMING

County of Natrona

On this 28th day of FEBRUARY, 1983, before me, the undersigned, a Notary Public in and for said state, personally appeared HOMER R. LATHROP and VIRGINIA A. LATHROP, known to me to be General Partners of LATHROP LIMITED PARTNERSHIP, and acknowledged to me that they executed the within instrument for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission expires: APRIL 9, 1986

Notary Public for Wyoming
ORDINANCE NO. 29-04

AN ORDINANCE APPROVING THE REPLAT OF THE ELKHORN VALLEY NO. 1 ADDITION AS THE ELKHORN VALLEY ADDITION NO. 5 AND APPROVING A ZONE CHANGE OF THE PROPOSED ELKHORN VALLEY ADDITION NO. 5 FROM R-2 (ONE UNIT RESIDENTIAL), R-4 (HIGH DENSITY RESIDENTIAL), PUD (PLANNED UNIT DEVELOPMENT) AND PH (PARK HISTORIC), TO AG (URBAN AGRICULTURE).

WHEREAS, East Land Development Company and Elkhorn, LLC have applied to replat the Elkhorn Valley No. 1 Addition as the Elkhorn Valley Addition No. 5; and,

WHEREAS, the owner has also applied to rezone the entire area involved in the replat from R-2 (One Unit Residential), R-4 (High Density Residential), PUD (Planned Unit Development) and PH (Park Historic), to AG (Urban Agriculture); and,

WHEREAS, 17.13 acres, more or less, of dedicated City parkland exists in the Elkhorn Valley No. 1 Addition, which must be vacated from public use and transferred pursuant to W.S. 15-7-303 prior to the recording of the replat; and,

WHEREAS, the City of Casper Planning and Zoning Commission approved, with conditions, the request to replat and approved the rezone of the above referenced property following a public hearing on December 18, 2003; and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve said replat and rezoning within the City of Casper, Wyoming.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:
That the replat of Elkhorn Valley No. 1 Addition as the Elkhorn Valley Addition No. 5 is hereby approved, as is the Subdivision Agreement between the City and the Owners.

SECTION 2:
That the rezone of the Elkhorn Valley Addition No. 5 from R-2 (One Unit Residential), R-4 (High Density Residential), PUD (Planned Unit Development) and PH (Park Historic), to AG (Urban Agriculture) is hereby approved.

I hereby certify that this document is a true and correct copy of the original.

City Clerk
City of Casper, Wyoming
SECTION 3:
That the Elkhorn Valley No. 5 plat shall not be recorded at the Natrona County Courthouse until the 17.13 acre, more or less, vacated parkland property is transferred by the City to East Land Development Company.

SECTION 4:
This ordinance shall be in full force and effect from and after passage on three readings, transfer of the 17.13 acres, more or less, of parkland located in Elkhorn Valley No. 1 Addition, and after publication.

PASSED on 1st reading the 7th day of September, 2004.

PASSED on 2nd reading the 21st day of September, 2004.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 5th day of October, 2004.

CITY OF CASPER, WYOMING
A Municipal Corporation

Barbara E. Watters
Mayor
ORDINANCE NO. 13-05

AN ORDINANCE APPROVING THE REPLAT CREATING THE BLACKMORE VISTA ADDITION AND THE REZONING OF THE ADDITION FROM AG (URBAN AGRICULTURE) TO R-4 (HIGH DENSITY RESIDENTIAL); AND APPROVING A SUBDIVISION AGREEMENT FOR BLACKMORE VISTA ADDITION.

WHEREAS, East Land Development Company has applied to replat Lot 2, Elkhorn Valley Addition No. 5 to create Blackmore Vista Addition, consisting of 221 lots, located south of Blackmore Road, west of Newport Drive, and east of Eastgate II Addition, in a Portion of the SW1/4 of Section 7, T.33N., R.78W., 6th P.M. Natrona County, WY; and,

WHEREAS, the owner applied to rezone the proposed Blackmore Vista Addition from AG (Urban Agriculture) to R-4 (High Density Residential); and,

WHEREAS, the City of Casper Planning and Zoning Commission approved the request to replat the above referenced property following a public hearing on April 26, 2005; and,

WHEREAS, the City of Casper Planning and Zoning Commission, at its public hearing, approved an amended request to rezone the majority of the subdivision as R-4 (High Density Residential) with the exception of the western boundary, which shall be zoned R-2 (One Unit Residential); and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve the replat creating the Blackmore Vista Addition and the rezoning of the same.

NOW, THEREFORE, BE IT ORDEIGNED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:
That the replat creating the Blackmore Vista Addition is hereby approved.

SECTION 2:
That the rezone of Blackmore Vista Addition from AG (Urban Agriculture) to R-4 (High Density Residential), with the exception of Lots 1-6, Block 1, Lots 1-14, Block 4, and Lot 33, Block 4 which shall all be zoned R-2 (One Unit Residential), is hereby approved; and,

SECTION 3:
That the Subdivision Agreement between East Land Development Company and the City of Casper is hereby approved; and,

I hereby certify that this document is a true and correct copy of the original.

City Clerk
City of Casper, Wyoming

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CITY OF CASPER
SECTION 4:
This ordinance shall be in full force and effect from and after passage on three readings, and after publication.

PASSED on 1st reading the 7th day of June, 2005.

PASSED on 2nd reading the 21st day of June, 2005.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 5th day of July, 2005.

ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Guy V. Padgett III
Mayor
WARRANTY DEED

East Land Development, LLC, Grantor of Natrona County, and State of Wyoming, for and in consideration of Ten Dollars and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, convey and warrant to BlackMore HomeS, Inc., Grantee, of 333 South Beech, Casper, Wyoming, the following described real estate, situate in Natrona County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state, to wit:

See Exhibit "A" attached hereto.

Subject to easements, reservations, restrictions and covenants of record.

IN WITNESS WHEREOF, the Grantors have set their hands this 3rd day of June, 2005.

EAST LAND DEVELOPMENT, LLC

By: Neil A. McMurry

STATE OF WYOMING )
COUNTY OF NATRONA ) ss.

The above and foregoing Warranty Deed was acknowledged before me by Neil A. McMurry, this 3rd day of June, 2005.

Witness my hand and official seal.

[SEAL]

Notary Public

My Commission expires:

9-29-07
Legal Description
Blackmore Vista

A parcel of land situate in the SW\(\frac{1}{4}\) of Section 7, T.33N., R.78W., 6th p.m., Natrona County, Wyoming also known as Lot 2, Eikhorn Valley Addition No. 5 to the City of Casper, being more particularly described as follows:

Commencing at the west \(\frac{1}{4}\) corner of said section 7, monumented by a brass cap;

Thence S00°48'06"E, along the west line of Section 7, a distance of 564.37 feet to the northwest corner of the parcel, located on the south right-of-way line of Blackmore Road, being the Point of Beginning and monumented by a brass cap;

Thence N89°36'34"E, along the south right-of-way line of Blackmore Road, a distance of 554.30 feet to a point of curvature, monumented by a brass cap;

Thence along the south right-of-way line of Blackmore Road and a curve to the left having a radius of 2040.00 feet, through a central angle of 28°42'06", a distance of 1021.91 feet, with a chord bearing of N75°15'31"E, a distance of 1011.26 feet to a point of tangency, monumented by a brass cap;

Thence along the east right-of-way line of Newport Drive, in a southwesterly direction and a curve to the left having a radius of 25.00 feet, through a central angle of 88°28'26", a distance of 38.60 feet, with a chord bearing of S16°40'16"W, a distance of 34.88 feet to a point of tangency, monumented by a brass cap;

Thence S27°33'57"E, along the east right-of-way line of Newport Drive, a distance of 552.12 feet to a point of curvature monumented by a brass cap;

Thence along the east right-of-way line of Newport drive and a curve to the right, having a radius of 660.00 feet, through a central angle of 13°58'43", a distance of 161.02 feet, with a chord bearing of S20°34'36"E, a distance of 160.62 feet to a point of compound curvature, monumented by a brass cap;

Thence along the east right-of-way line of Newport Drive and a curve to the right, having a radius of 810.00 feet, through a central angle of 54°11'18", a distance of 766.07 feet, with a chord bearing of S13°30'25" W, a distance of 737.84 feet to a point of tangency, monumented by a brass cap;

Thence S40°36'08"W, along the east right-of-way line of Newport Drive, a distance of 624.18 feet to a point, monumented by a brass cap;

Thence along the east right-of-way line of Newport Drive and a curve to the left, having a radius of 437.67 feet, through a central angle of 41°35'16", a distance of 317.68 feet, with a chord bearing of S19°48'36"W, a distance of 310.75 feet to a point of tangency, monumented by a brass cap;

Thence S00°59'08"E, along the east right-of-way line of Newport Drive, a distance of 26.34 feet to the southeast corner of the parcel, monumented by a brass cap;

Thence along the south line of Eikhorn Valley Addition No. 5, and a curve to the left having a radius of 1747.13 feet, through a central angle of 24°31'11", a distance of 747.68 feet, with a chord bearing of N78°08'41"W, a distance of 741.99 feet to a point of tangency, monumented by a brass cap;

Thence S89°36'00"W, a distance of 399.86 feet to the southwest corner of the parcel, located on the west line of said Section 7, monumented by a brass cap;

Thence N00°48'05"W, along the west line of said Section 7, the east line of Eastgate II Addition, and the west line of Eikhorn Valley Addition No. 5, a distance of 1772.70 feet to the Point of Beginning.

The above described tract of land contains 69.39 acres, more or less, and is subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.
ORDINANCE NO. 14-06

AN ORDINANCE APPROVING THE REZONING OF ALL THE LOTS ON THE WEST SIDE OF RECLUSE COURT, LOTS 1-6, BLOCK 1, LOTS 1-14 & 33, BLOCK 4, BLACKMORE VISTA ADDITION, FROM R-2 (ONE UNIT RESIDENTIAL) TO R-4 (HIGH-DENSITY RESIDENTIAL).

WHEREAS, Blackmore Homes, Inc. has applied for a zone change of all of the lots on the west side of Recluse Court, described as Lots 1-6, Block 1, Lots 1-14 & 33, Block 4, Blackmore Vista Addition, from R-2 (One Unit Residential) to R-4 (High-Density Residential); and,

WHEREAS, the reason for the replat is to permit the applicant to construct detached single-family homes with a 10’ rear-yard setback on the above-described lots, as opposed to a 20’ rear-yard setback as is required in the R-2 (One Unit Residential) zoning district; and,

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the request to rezone the above referenced property with a “do-pass” recommendation following a public hearing on January 24, 2006, on a unanimous vote; and,

WHEREAS, the City of Casper Planning and Zoning Commission also recommended that the Council amend the Blackmore Vista Subdivision Agreement to restrict the above-described lots to detached single-family homes only; and,

WHEREAS, an amendment to the Blackmore Vista Subdivision Agreement will be approved prior to the third reading of this Ordinance; and,

WHEREAS, the rezoning of the property to R-4 (High Density Residential) district, with a restriction in the Subdivision Agreement to limit the subject lots to detached single-family homes is consistent with the Casper Area Comprehensive Land Use Plan; and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve said rezoning within the City of Casper, Wyoming.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:
That the lots on the west side of Recluse Court, described as Lots 1-6, Block 1, Lots 1-14 & 33, Block 4, Blackmore Vista Addition, are hereby rezoned from R-2 (One Unit Residential) to R-4 (High-Density Residential).
SECTION 2:
This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED on first reading this 21st day of February, 2006.

PASSED on second reading this 7th day of March, 2006.

PASSED, APPROVED AND ADOPTED on third and final reading this 21st day of March, 2006.

ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Renee R. Burgess
Mayor
RESOLUTION NO. 06-64

A RESOLUTION APPROVING AN AMENDMENT TO THE BLACKMORE VISTA ADDITION SUBDIVISION AGREEMENT DATED JULY 5, 2005.

WHEREAS, Blackmore Homes, Inc. originally entered into a Subdivision Agreement for the Blackmore Vista Addition on July 5, 2005, hereinafter referred to as “Subdivision Agreement,” when the plat of the Blackmore Vista Addition was initially approved; and,

WHEREAS, since the initial approval of the Blackmore Vista Addition, the applicant has been granted a zone change of Lots 1-6, Block 1, Lots 1-14 & 33, Block 4, Blackmore Vista Addition, from R-2 (One Unit Residential) to R-4 (High Density Residential) in order to reduce the required minimum rear yard setback for structures on those lots from 20 feet to 10 feet; and,

WHEREAS, the R-4 (High Density Residential) zoning district allows both single and multi-family dwellings by right; and,

WHEREAS, the Council wishes to restrict the use of said Lots 1-6, Block 1, Lots 1-14, Block 4, Blackmore Vista Addition, to single-family detached homes only; and,

WHEREAS, Lot 33, Block 4, Blackmore Vista Addition, is designated as open space and may not be used for home sites; and,

WHEREAS, an amendment to the Subdivision Agreement has been prepared that changes the zoning to R-4 and restricts the use of said Lots 1-6, Block 1, Lots 1-14, Block 4, Blackmore Vista Addition, to single-family detached homes only; and,

WHEREAS, all other Sections of the original Subdivision Agreement shall remain unchanged and in effect.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving an amendment to the Blackmore Vista Addition Subdivision Agreement dated July 5, 2005.

PASSED, APPROVED, AND ADOPTED this 21st day of March, 2006.

V. H. McDonald
City Clerk

Renee R. Burgess
Mayor

CITY OF CASPER, WYOMING
A Municipal Corporation

MARY ANN COLLINS
NATRONA COUNTY CLERK, WYOMING
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Fee: $19.00
CITY OF CASPER