

BROOKHURST SUBDIVISION FILING NO. 2

A REPLAT OF LOT 28, BLOCK NO. 1

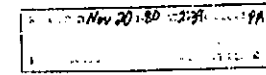
BROOKHURST SUBDIVISION

A PART OF THE SW1/4, SE1/4 OF SECTION 32, T.34N., R.78W., 6th P.M.

NATRONA COUNTY, WYOMING

UNPLATTED

BROOKHURST SUB
Filing no. 2 Replat 235-A
RECORDED NOVEMBER 20, 1980
INSTRUMENT NO. 302481



302481

CERTIFICATE OF DEDICATION

THE UNDERSIGNED, ECHO E. BUSSARD AND WILLIAM D. BUSSARD MOTHER AND SON, DO HEREBY CERTIFY THAT THE FOREGOING RESUBDIVISION OF A PORTION OF "BROOKHURST SUBDIVISION" LOCATED IN THE SW1/4 OF THE SE1/4 OF SECTION 32, TOWNSHIP 34 NORTH, RANGE 78 WEST, 6TH P.M., NATRONA COUNTY, WYOMING AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT 28 BLOCK 1 OF "BROOKHURST SUBDIVISION" AS RECORDED ON THE 1ST DAY OF NOV, 1972, IN BOOK 244 OF DEEDS ON PAGE 22 IN THE RECORDS OF NATRONA COUNTY, WYOMING, CONTAINING IN ALL 15.941 ACRES MORE OR LESS.

AND AS APPEARS UPON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS OF SAID LANDS AND ALL ROADS AND PUBLIC WAYS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

DATED AT CASPER, WYOMING THIS 14 DAY OF May, 1979.

Echo E. Bussard *William D. Bussard*
ECHO E. BUSSARD WILLIAM D. BUSSARD

ACKNOWLEDGEMENT

STATE OF WYOMING] SS
COUNTY OF NATRONA]

ON THIS 14th DAY OF May, 1979, BEFORE ME PERSONALLY APPEARED ECHO E. BUSSARD AND WILLIAM D. BUSSARD, MOTHER AND SON, TO ME PERSONALLY KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED, WAIVING AND RELINQUISHING ALL RIGHTS THEY MAY HAVE IN SAID LANDS BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING.

GIVEN UNDER MY HAND AND NOTARIAL SEAL ON THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Jude Salomon Osterman
NOTARY PUBLIC My Commission Expires Dec 1, 1982

APPROVALS

BROOKHURST COVENANT CONTROL COMMITTEE

Kent Lathrop *Eldred Closson*
KENT LATHROP ELDRRED CLOSSON
Meresa Freezer *Pat Neville*
MERESA FREEZER PAT NEVILLE

NATRONA COUNTY APPROVED THIS 12th DAY OF July, 1979 BY THE BOARD OF COUNTY COMMISSIONERS OF NATRONA COUNTY, WYO.

W. R. Gonsler *L. Charles Davis* 7-24-80
CHAIRMAN OF THE BOARD COUNTY PLANNER DATE

Will R. Gonsler 6-19-80
COUNTY ENGINEER DATE

Will Anderson 5-12-80
CITY-COUNTY HEALTH OFFICER DATE

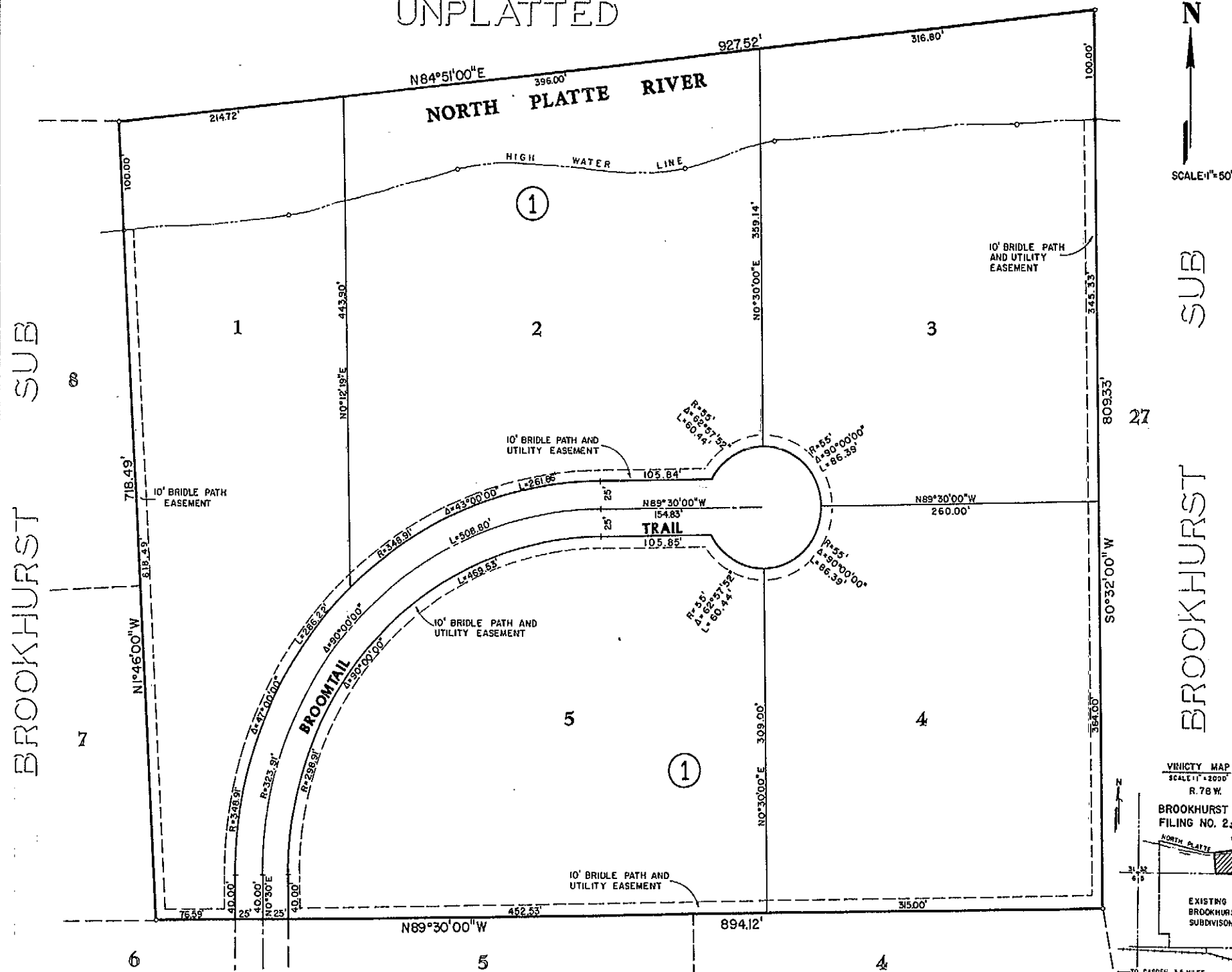
CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS THAT I WILLIS R. GONSER DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED ON MAY 16, 1979, UNDER MY SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF NATRONA COUNTY.

WILLIS R. GONSER L.S.-WYO. 2089 *Willis R. Gonsler*

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 31 DAY OF May, 1979 *W. Swanton*
NOTARY PUBLIC

MY COMMISSION EXPIRES:
July 24, 1981



BROOKHURST SUB

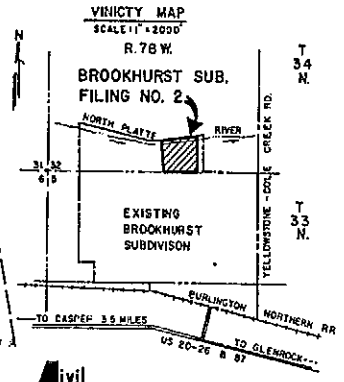
BROOKHURST SUB

NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM
NO PROPOSED DOMESTIC WATER SOURCE
NO PUBLIC MAINTENANCE OF STREETS OR ROADS

BROOKHURST SUB

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING ON THIS 20th DAY OF November, 1979 ON PAGE 1 IN BOOK OF DEEDS.

W. Swanton
COUNTY CLERK



Willis R. Gonsler
Civil Engineering Consultants P.C.
Casper, Wyoming

Nov. 1 72 4:00 PM
58 Misc. 624
133557

COVENANTS RESTRICTING AND GOVERNING
LAND USE AND DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Homer R. Lathrop and Virginia Lathrop, husband and wife, are the owners of Brookhurst, a subdivision of parts of Section 32, Township 43 North, Range 78 West, 6th P.M. and Section 5, Township 33 North, Range 78 West, 6th P.M., Natrona County, State of Wyoming, as shown on the plat thereof duly recorded on November 1, 1972, in the office of the County Clerk and Ex-Officio Register of Deeds in and for Natrona County, State of Wyoming, in Book 244 of Deeds at Page 22, all of the lands and lots contained in which subdivision are intended to be affected and covered by the covenants hereinafter set forth, and

WHEREAS, in order to promote the general purpose of maintenance of Brookhurst as a semi-rural, non-commercial area, suitable for rural living with a minimum of congestion, and to promote the ownership and use of pleasure horses, the undersigned owners desire hereby to make and impose upon said real property the restrictions and limitations hereinafter set forth.

NOW, THEREFORE, for and in consideration of premises, the undersigned parties do hereby make, publish, declare and impose upon all of the real property situate and included within the aforementioned subdivision, the following restrictions and limitations governing the use and development of all Lots within said subdivision, and do hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land in said subdivision, to be binding upon the undersigned and all persons claiming by, through or under them and likewise to be for the benefit of, as well as limiting and restricting, all future owners of Lots within said subdivision.

I.

Permitted Uses and Limitations

1.1 No building or structure shall be erected, placed, or permitted to remain on any Lot other than one, private, single family dwelling, specifically designed for the use and occupancy of one family, together with such outbuildings as are required under paragraph 1.3 below. Trailer houses or mobile homes installed in accordance with the standards and requirements hereinafter set forth are specifically permitted; with the exception of such properly installed trailer houses and mobile homes, no temporary building or dwelling shall be erected, placed or be permitted to remain on any Lot, provided, however, that temporary structures may be permitted for a period of no longer than one year during the course of construction of an approved permanent structure.

1.2 Further subdivision of any Lot or Lots is prohibited.

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(f).

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1.3 Subject to the approval of the Committee, the care and feeding of livestock or poultry is permitted. With such exception, use of the premises for commercial, business and trade purposes is prohibited. Use of the premises for a boarding or rooming house shall be deemed a prohibited commercial or business use. Adequate shelter shall be provided for any domestic animals, poultry, fowl and livestock kept on the premises and the same shall be contained on the owner's Lot or Lots.

1.4 The entire premises shall be kept clean and sanitary at all times, free of nuisance. The accumulation of weeds, rubbish or junk of any kind is not permitted. All garbage containers shall be completely enclosed and covered at all times. Storage of unlicensed road vehicles is not permitted and same may be removed by the Committee after thirty (30) days notice to the owner of the Lot where found. The Committee is likewise authorized to remedy any unsanitary or unsightly condition if not remedied by the owner upon thirty (30) days notice. All costs incurred by the Committee in any such connection shall be borne by the Lot owner and shall constitute a lien against the Lot or Lots involved, foreclosable by action on default of the owner in bearing such costs.

1.5 No parking is permitted within the right-of-way of roadways or bridle paths. Each property owner within the subdivision must provide adequate "off-street" parking for themselves, their guests and invitees.

II.

Construction Standards and Requirements

2.1 Each tract containing one or more Lots under one ownership must be enclosed by a fence within ninety (90) days of occupancy. The fence shall be a 32-inch woven wire with two strands of barbed wire above, the posts to be no more than 20 feet apart, provided, however, that a substantially equivalent fence may be constructed if approved by the Committee.

2.2 Permanently installed trailer houses and mobile homes are permitted, the same to be "set" no more than 24 inches above ground level and to be properly skirted and provided with adequate tie-downs. Proper maintenance so as to avoid unsightly conditions shall be required.

2.3 Grading or contouring which may unreasonably impede, dam, divert or otherwise interfere with the natural drainage of surface waters or streams shall not be permitted.

2.4 No structure shall be placed within 25 feet of the front line of a Lot, except in the instance where the general purpose might be better served by an exception, which exception must be specifically approved by the Committee.

2.5 Each Lot on which a dwelling is constructed, erected or installed shall have adequate provision for disposition of sewage, which provisions shall be subject to the approval of

the governmental authority having jurisdiction in the premises. Any water supply for domestic purposes shall be subject to the approval of the appropriate governmental authority.

2.6 No improvement shall be erected or placed on any Lot in said subdivision, nor shall any improvement be enlarged, remodeled or altered until the plans, design and specifications therefor, together with a plot plan showing the location thereof on such Lot, shall have been submitted to the Committee and approved in writing by the Committee. In the event the Committee neither approves nor disapproves such plan within thirty (30) days from the date of submission thereof, such plan shall be deemed to have been approved.

III.

Easements

3.1 An easement and right-of-way for the construction, operation, maintenance and removal of utilities serving all or any part of the subdivision or adjacent lands is hereby established in all roads and along the boundary lines of all Lots, as depicted on the recorded plan.

3.2 An easement consisting of a strip ten (10) feet in width on each side of every roadway, for use as a bridle path, is hereby established. No fence will be permitted to obstruct the easement so established.

IV.

Control Committee

4.1 There is hereby established a control committee ("Committee"), consisting of three (3) members. Homer R. Lathrop, Gordon Shipman and Morris R. Massey, all of Casper, Wyoming, shall serve as the initial members of the Committee. Homer R. Lathrop shall have the unqualified right to designate replacement members, including replacement of himself, at any time and from time to time, at his sole discretion, provided only that at such time as two-thirds, by number, of the Lots in the subdivision have been sold or subjected to contract for sale, ownership of at least one Lot within the subdivision shall be a necessary qualification for membership on the Committee.

4.2 The Committee shall have all requisite power and authority to administer and enforce the foregoing covenants, to the end that the general purpose shall be served, and shall have the right and power to grant and approve such exceptions and variances therefrom as are consistent with the general purpose.

4.3 The foregoing covenants are subject to repeal or substantial and material amendment only upon the majority vote of Lot owners. For voting purposes, each Lot shall be assigned one vote and a majority only of those voting shall carry the affirmative on any question submitted for vote. A

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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).

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vote may be called for by the Committee at any time. The owners of 10% of the Lots, by number, shall likewise be entitled to call for a vote.

V.

Term

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

VI.

Enforcement

In the event of the violation or the attempt to violate any of the covenants therein contained, it shall be lawful for the Committee, or any person owning any Lot in said subdivision, to prosecute any proceedings, at law or in equity, against the person or persons violating or attempting to violate the same and therein to recover damages for such violation or to obtain injunctive relief, or both damages and injunctive relief, all as may be appropriate in the circumstances.

IN WITNESS WHEREOF, these covenants have been executed at Casper, Wyoming, on this 3rd day of October, 1972.

Homer R. Lathrop

Homer R. Lathrop

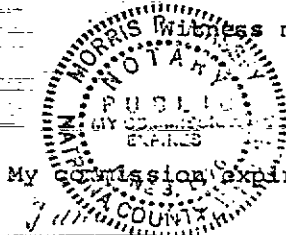
Virginia Lathrop

Virginia Lathrop

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by HOMER R. LATHROP and VIRGINIA LATHROP, husband and wife, this 3rd day of October, 1972.

Witness my hand and official seal.



My Commission Expires:

John R. Hanson

Notary Public

WARRANTY DEED

HOMER R. LATHROP and VIRGINIA A. LATHROP, husband and wife

grantor S of Natrona County, and State of Wyoming, for and in consideration of Ten Dollars and other good and valuable consideration DOLLARS

in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO JERRY L. LEIKAM and KAREN M. LEIKAM, husband and wife

grantee S, of 5750 Evansville Route, Box 23, Evansville, Wyoming 82636 Natrona County, and State of 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 the State, to-wit:

Lot 6 of Block 8 of Brookhurst, a subdivision of parts of Section 32, Township 34 North, Range 78 West of the 6th P. M. and Section 5, Township 33 North, Range 78 West of the 6th P. M. as shown on the plat thereof recorded in Book 262 of Deeds at page 50 of the records of Natrona County. Provided, however, that all water and ditch rights appurtenant to property herein described are expressly reserved and retained by sellers. An easement for the installation and maintenance of underground utilities which is coincident with the bridle path easement as shown on the foregoing plat and described in said covenants is further hereby reserved to sellers their successors and assigns. With covenants of record. Consisting of 2.070 acres more or less.

RECORDED Mar 2 19 82 12:38 O'CLOCK PM INSTRUMENT NO. 327293 JOHN J. TOBIN COUNTY CLERK

WITNESS OUR hands this 12th day of December 1975

Handwritten signatures of Homer R. Lathrop and Virginia A. Lathrop

STATE OF WYOMING COUNTY OF NATRONA ss.

The foregoing instrument was acknowledged before me by Homer R. Lathrop and Virginia A. Lathrop husband and wife this 12th day of December 1975

Notary Public seal for Natrona County, Wyoming, My Commission Expires Sept. 19, 1977

Handwritten signature of the notary public

My Commission Expires:

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



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QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That

Jerry L. Leikam, a single person, and Karen M. Davis, formerly Karen M. Leikam, a single person,

of the County of Natrona State of Wyoming

in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration DOLLARS to them in hand paid by Jerry L. Leikam, a single person

whose address is 5750 Evansville Pk Box 23 Evansville Wyo 82636

the receipt whereof is hereby confessed and acknowledged, have remised, released, and forever quitclaimed and by these presents do for their heirs, executors and administrators, remis, release and forever quitclaim unto the said Jerry L. Leikam, a single person

heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as he have or ought to have, in or to all the following described premises, to-wit:

Lot 6 of Block 8 of Brookhurst, a subdivision of parts of Section 32, Township 34 North, Range 78 West of the 6th P.M., and Section 5, Township 33 North, Range 78 West of the 6th P.M., as shown on the plat thereof recorded in Book 262 of Deeds at page 50 of the records of Natrona County. Subject to any reserved water and ditch rights and to any reserved rights for the installation and maintenance of underground utilities, and subject to any other restrictions, covenants or encumbrances of record. Consisting of 2.070 acres more or less. Natrona County, Wyoming.

RECORDED June 20, 1990 AT 9:38 O'CLOCK AM INSTRUMENT NO. 477398 JOHN J. TOBIN NATRONA COUNTY CLERK CASPER, WYOMING

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Jerry L. Leikam, a single man.

heirs and assigns, to his and their own proper use and behoof forever. So that neither Jerry L. Leikam, a single person, and Karen M. Davis, formerly Karen M. Leikam, a single person

nor any other person in their name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, they have hereunto set their hands and seal this 6th day of June A. D., 1990

Signed, sealed and delivered in the presence of: [Signature area with X marks]

[Signature] (SEAL) Jerry L. Leikam [Signature] (SEAL) Karen M. Davis, formerly Karen M. Leikam (SEAL)

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



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Handwritten initials 'mm' and a checkmark.