

BUENA VISTA NO. 2
Folder 4
October 25, 1963
199

198/282

PLAT OF BUENA VISTA SUBDIVISION NO. 2 TOWN OF EVANSVILLE, WYOMING

A SUBDIVISION OF A PORTION OF TRACT "A", BUENA VISTA SUBDIVISION BLOCKS 1 THROUGH 4 TOWN OF EVANSVILLE, NATRONA COUNTY, WYOMING

CERTIFICATE OF DEDICATION

PLATTE DEVELOPMENT CORP., a corporation, hereby certifies the above and foregoing subdivision of parts of Buena Vista Subdivision Blocks 1 through 4, Town of Evansville, Natrona County, Wyoming, more particularly described as follows, to-wit:

Beginning at the northeast corner of said Tract "A", said northeast corner falling S.89°35'W. along the north line of Section 1, T.33 N.-R.79 W., 6th Principal Meridian, Natrona County, Wyoming, a distance of 537.61 feet from the north W/4 corner of said Section 1.

From said point of beginning, proceeding S.00°04'30"W. along the east line of said Tract "A" a distance of 917.11 feet, said distance recorded as 916.91 feet, to a point on the north line of Main Street of said subdivision, thence N.89°55'30"W. along said north line of Main Street a distance of 166.50 feet to a point on the west line of Curtis Street of said subdivision; thence S.00°04'30"W. along said west line of Curtis Street a distance of 396.44 feet, said distance recorded as 396.34 feet, to a point on the north Vis line of said Section 1; thence N.89°24'30"W. along said north Vis line a distance of 301.05 feet to a point, said point being the point of intersection of said north Vis line with the east line extended of the White Ditching Company Tract; thence N.00°00'30"E., said bearing recorded as S.0°01'E., along the east line extended and along the east line of said White Ditching Company Tract a distance of 393.65 feet to a point on the north line extended of said Main Street; thence S.89°55'30"E. along the north line extended of said Main Street a distance of .21122 feet to a point; thence N.00°04'30"E. a distance of 914.98 feet to a point on the north line of said Section 1; thence N.89°35'E. along the north line of said Section 1 a distance of 257.0 feet to the point of beginning, containing 8.141 acres more or less, as appears on this plat, is with the free consent and in accordance with the desire of the undersigned owner and proprietor thereof, and that the streets and alleys shown on said plat are hereby dedicated to public use. The name of this subdivision is BUENA VISTA SUBDIVISION NO. 2.

ATTEST:
Donald E. Chapin
DONALD E. CHAPIN, SECRETARY

PLATTE DEVELOPMENT CORP.
Ralph Tack
RALPH TACK, VICE-PRESIDENT

STATE OF WYOMING
COUNTY OF NATRONA

On this _____ day of _____, 1963, before me personally appeared Ralph Tack, to me personally known, who, being by me duly sworn, did say that he is the Vice President of PLATTE DEVELOPMENT CORP and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Ralph Tack acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 1963.
My commission expires: _____
NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

I, R. Lee Donley, a registered Professional Engineer and Land Surveyor of Casper, Wyoming, hereby certify: That this plat of Buena Vista Subdivision No 2, Town of Evansville, Natrona County, Wyoming, is prepared from surveys made by me during the month of June, 1963, that this plat correctly represents the results of these surveys, that the description as given in the owners Certificate of Dedication and as otherwise represented on this plat are true and correct as shown; that each block, lot, street and other grounds are or shall be well and accurately marked by 3/8" dia. iron pins, 18" long, driven flush with the ground; that all perimeter corners shall be marked by brass caps set in concrete; that all dimensions are shown in feet and decimals thereof.

R. Lee Donley
R. LEE DONLEY WYO REG NO 317

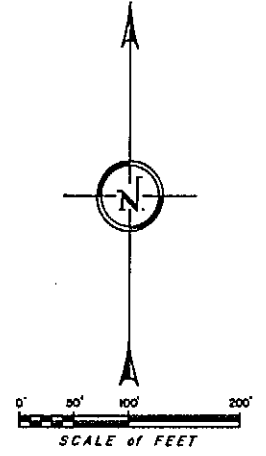
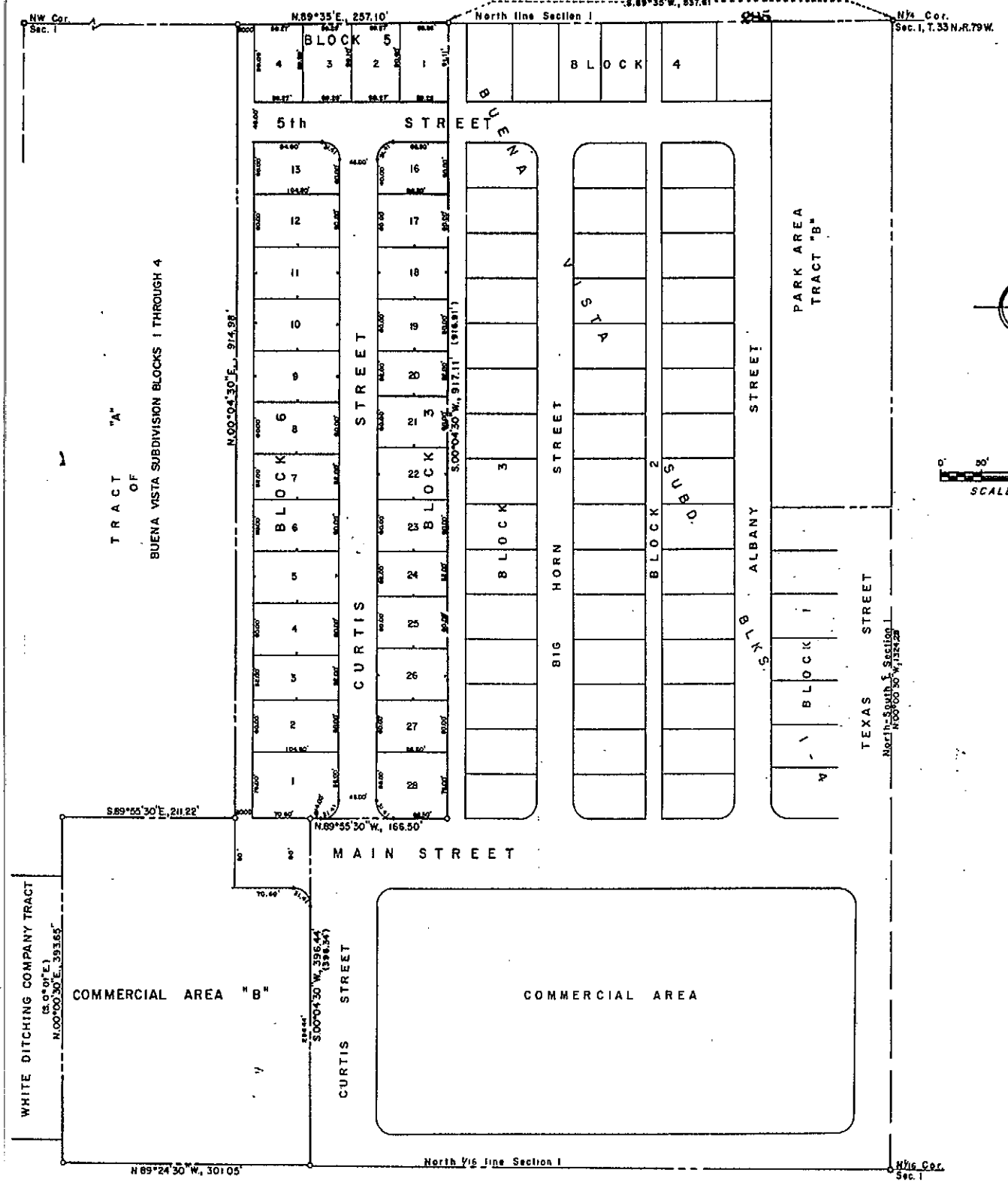
Subscribed in my presence and sworn to before me this _____ day of _____, 1963
My commission expires: *April 26, 1967*
NOTARY PUBLIC

APPROVED:
TOWN COUNCIL, Town of Evansville, Wyoming; by Ordinance No. _____
duly passed on the _____ day of _____, 1963.
BY: *Smith* Mayor *Tracy* President of the Council
ATTEST: *Mary Seiff* Town Clerk

APPROVED:
BOARD OF COUNTY COMMISSIONERS, Natrona County, Wyoming; by resolution duly passed on the _____ day of _____, 1963.
BY: _____ Chairman of the Board ATTEST: _____ County Clerk

PLAT OF
BUENA VISTA SUBDIVISION NO. 2
TOWN OF EVANSVILLE
NATRONA COUNTY, WYOMING
PLATTE DEVELOPMENT CORP.

Drawn: *J.L.* Date: *8-20-1963*
Checked: *J.M.* Date: *7/1/63*
GASPER & THERMOPOLIS ENGINEERING SERVICES INC.



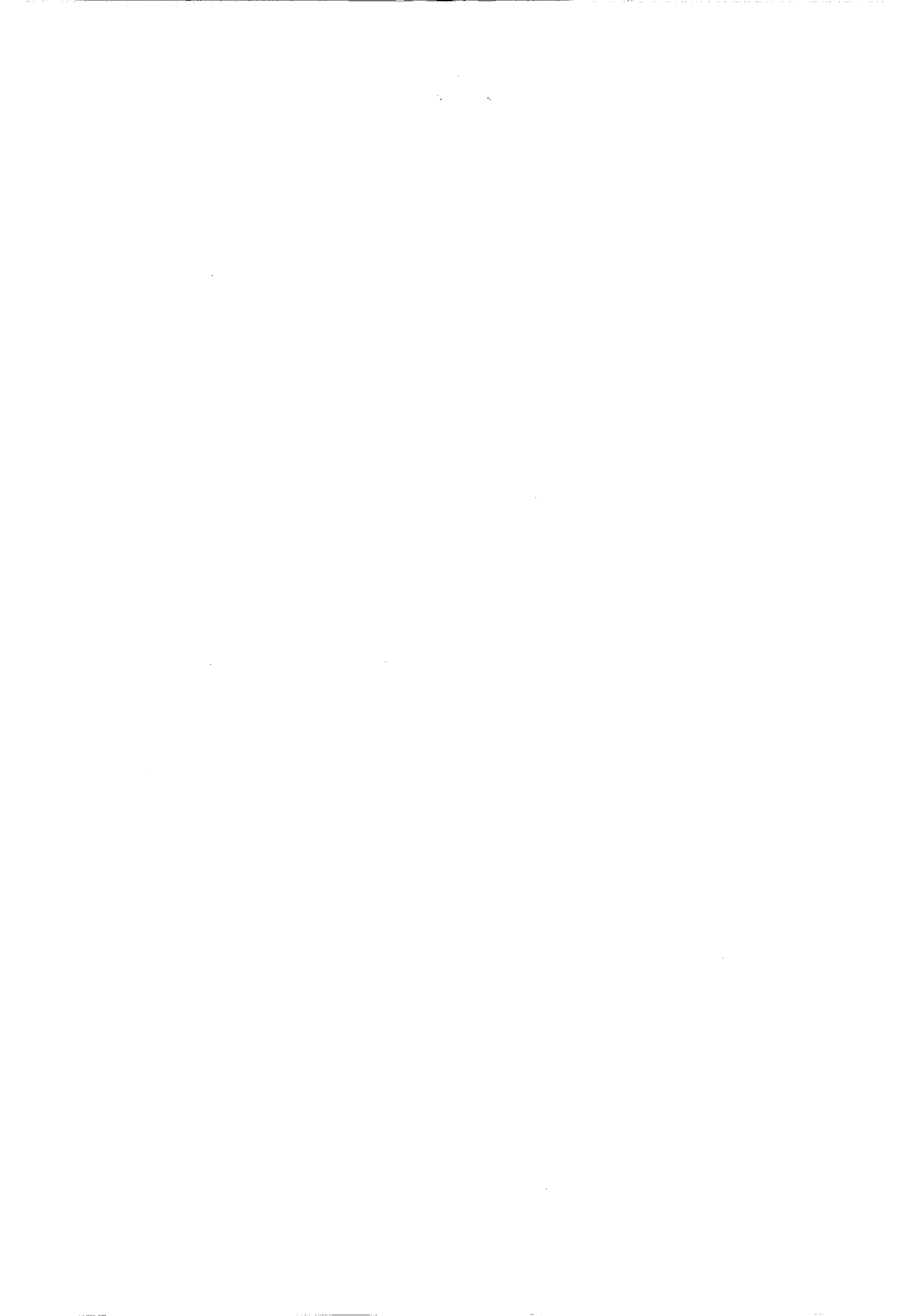
- #### LEGEND
- Corners of Federal Land Net, Brass Cap
 - Brass cap
 - 3/8" iron pin
 - Subdivision Boundary
 - Lot line
 - () Indicate plotted data

NOTE: All Radii and Tangents are 2000 feet



ATLAS REPRODUCTION

284



Recorded Nov. 12, 1963 at 11:05 O'Clock A.M.
In Book 43 of Misc. Page 218
No. 3207

Lou K. Musser
County Clerk

RESTRICTIVE COVENANTS

WHEREAS PLATTE DEVELOPMENT CORP., a Wyoming Corporation is the sole owner of all the lands herein described which comprise a tract beginning at the northeast corner of said Tract "A", said northeast corner falling S.89°35' W. along the north line of Section 1, T.33N.-R.79W., 6th Principal Meridian, Natrona County, Wyoming, a distance of 537.61 feet from the north 1/4 corner of said Section 1. From said point of beginning, proceeding S00°04'30" W. along the east line of said Tract "A" a distance of 917.11 feet, said distance recorded as 916.91 feet, to a point on the north line of Main Street of said subdivision, thence N. 89°55'30" W. along said north line of Main Street a distance of 166.50 feet to a point on the west line of Curtis Street of said subdivision, thence S. 00°04'30"W. along said west line of Curtis Street a distance of 396.44 feet, said distance recorded as 396.34 feet, to a point on the north 1/16 line of said section 1; thence N.89°24'30"W. along said north 1/16 line a distance of 301.05 feet to a point, said point being the point of intersection of said north 1/16 line with the east line extended of the White Ditching Company Tract, thence N.00°00'30"E., said bearing recorded as S.0°01' E. along the east line extended and along the east line of said White Ditching Company Tract a distance of 393.65 feet to a point on the north line extended of said Main Street; thence S.89°55'30" E. along the north line extended of said Main Street a distance of 211.22 feet to a point, thence N.00°04'30" E. a distance of 914.98 feet to a point on the north line of said Section 1; thence N. 89°35' E. along the north line of said Section 1 a distance of 287.10 feet to the point of beginning.

Lands herein described encompass 8.141 acres more or less.

Lands herein described shall be known as BUENA VISTA SUBDIVISION NO. 2 according to the recorded plat thereof, and for the mutual benefit of all of the subsequent owners of the premises by imposing on said premises the covenants and restrictions hereinafter set forth, which covenants are to run with the land and bind the owners and occupants of such properties forever.

1. Land Use and Building Type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a private garage for not more than two cars.

2. Building Location: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line as provided by the Town of Evansville Ordinance appertaining thereto. In any event no buildings shall be located on any lot nearer than 20 feet to the front lot line or nearer than 10 feet to any side street line; no dwelling shall be located closer than three feet to a side lot line, provided there is a total combination side yard between houses of 10 feet and a total of 10 feet side yard per site. Except where garages or car ports are adjacent to each other side yards may be 3 feet. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. In event a house is turned on a corner lot to face the side street the minimum setback shall be 20 feet from each street lot line.

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).

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3. Lot Area and Width: No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 50 feet at the minimum building setback or any area less than 4,000 square feet.
4. Floor Area: No dwelling shall be constructed having a habitable floor area immediately above the foundation walls of less than 650 square feet or a cost of less than \$6,000.
5. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat.
6. Nuisances: No noxious, offensive, or commercial activity shall be carried on upon any lot.
7. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. All construction shall be new and no existing structures shall be moved from any other location to any site in this subdivision.
8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of no more than five square feet advertising the property for sale or rent, or signs used by a building contractor to advertise the property during the construction and salesowrk period.
9. Oil and Mine Operations: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
10. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
11. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incineration or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
12. Yard fences, wall, or hedges may extend only from the rear of the lot to the rear of the house thereon, and there shall be no front yard fencing, walls, or hedges.
13. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty five years from the date these covenants are recorded, after such time said covenants shall be automatically extended for a successive period of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
14. Enforcement: Enforcement shall be through the Architectural Control Committee or by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. (a) Architectural Control Committee, Membership: The Architectural Control Committee shall be composed of Clement F. Hausman, Ralph F. Tack and C. D. Eckman. These members may designate a representative to act for it. In the event of death, or resignation of any member of the committee, the remaining members may designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant, nor shall any of said committee members, their representatives or successors be liable in damages. Any decision shall be made by majority control.

(b) Procedure of Architectural Control Committee: The purpose of the Architectural Control Committee shall be to make decisions on such matters not clearly defined by these covenants, or such matter appertaining to the ultimate development of the subdivision. Such decisions will be given no later than thirty days from date of complaint.

(c) Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or the failure of such representative to approve or disapprove any proposed building plan shall not in any way relieve the owner or the builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained herein.

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

IN WITNESS WHEREOF, the party hereto has set its hand and seal at Evansville, Wyoming, this 11th day of November, A.D. 1963.

ATTEST:

Donald E. Chapin
Assistant Secretary

PLATTE DEVELOPMENT CORP. A Wyo. Corp.

C. Hausman, President

NO ACKNOWLEDGMENT

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