

234/404

Pocket 2
Folder 4

BUENA VISTA No.3 A SUBDIVISION IN THE TOWN OF EVANSVILLE

Buena Vista No.3, a subdivision in the Town of Evansville is a re-subdivision of a portion of Tract "A", Buena Vista No.1, duly recorded in the office of Natrona County Register of Deeds and Records, dated July 2, 1962, book of deeds 192, page 282; a re-subdivision of Commercial Tract "B", Buena Vista Addition No.2, duly recorded October 14, 1963, book of deeds 190, page 282, and a re-subdivision of Lot 3, Block 1, Platte Park Subdivision, duly recorded July 3, 1970, in book of deeds 231, page 67, said subdivision is located in the NE1/4NW1/4 and NW1/4NW1/4 Section 1, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, and more particularly described as follows:-

The point of beginning is described as the W 1/16 Section Corner located on the north line Section 1; thence along the section 5.89° 35' W. a distance of 286.69 feet to a point designated as subdivision corner and the north-east corner of Lot 2, Block 1, Platte Park Subdivision; thence 90° 25' E. a distance of 313.0 feet; thence 50° 25' E. a distance of 462.9 feet to a point on the north line of White Ditching Company Tract; said point bears S.89° 28' 00" E. a distance of 372.0 feet from the north-west corner from said tract; thence S.89° 28' 00" E. along the north line of said tract a distance of 282.00 feet to an established point on the north boundary line of White Ditching Company Tract; thence S.89° 28' 00" E. a distance of 299.53 feet to the northeast corner of White Ditching Company Tract; thence N.0° 01' W. a distance of 6.28 feet to a point on street boundary; thence S.89° 56' E. a distance of 210.8 feet to the west boundary of Buena Vista Addition No.2; thence N.0° 04' E. a distance of 281.13 feet to the north line of Section 1; thence along the section line S. 89° 35' W. a distance of 313.90 feet to the point of beginning.

Said parcel of land contains 17845 acres, more or less.

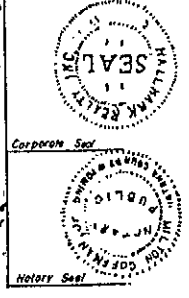
CERTIFICATE OF DEDICATION

This is to certify that this re-subdivision as described above and shown upon this annexed plat, and designated as Buena Vista No.3, a subdivision in the Town of Evansville, Wyoming, is prepared with the free consent and desire of the undersigned owners and proprietors, that all streets, alleys, utility easements and public ways as shown on the annexed map are hereby dedicated to public use, reserving to the owners easements of way in said streets, alleys and utility easements to construct water, sewer and utility lines.

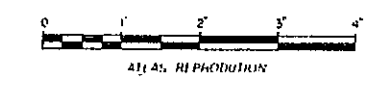
The undersigned, William Traver Evans, Jr., Lilly Leota Evans, Clement F. Hausman, as president and Judy M. Voelker as Assistant Secretary of Hellmark Realty, Inc., a Wyoming Corporation, here executed their presence this 2nd day of April 1971, A.D. and hereby waive and relinquish all rights that they may have under by virtue of the homestead exemption laws of the State of Wyoming.

William Traver Evans, Jr.
William Traver Evans, Jr.
Lilly Leota Evans
Lilly Leota Evans
Clement F. Hausman
Clement F. Hausman, President
Judy M. Voelker
Judy M. Voelker, Asst. Secretary

STATE OF WYOMING
County of Natrona
The above and foregoing instrument was acknowledged before me this 2nd day of April 1971, A.D. by William Traver Evans, Jr., Lilly Leota Evans, Clement F. Hausman, as President and Judy M. Voelker, as Assistant Secretary of Hellmark Realty, Inc., who are personally known by me to be the persons described in and who executed the foregoing instrument and have acknowledged they executed the same as their free act and deed including the release and waiver of the rights and of interest.

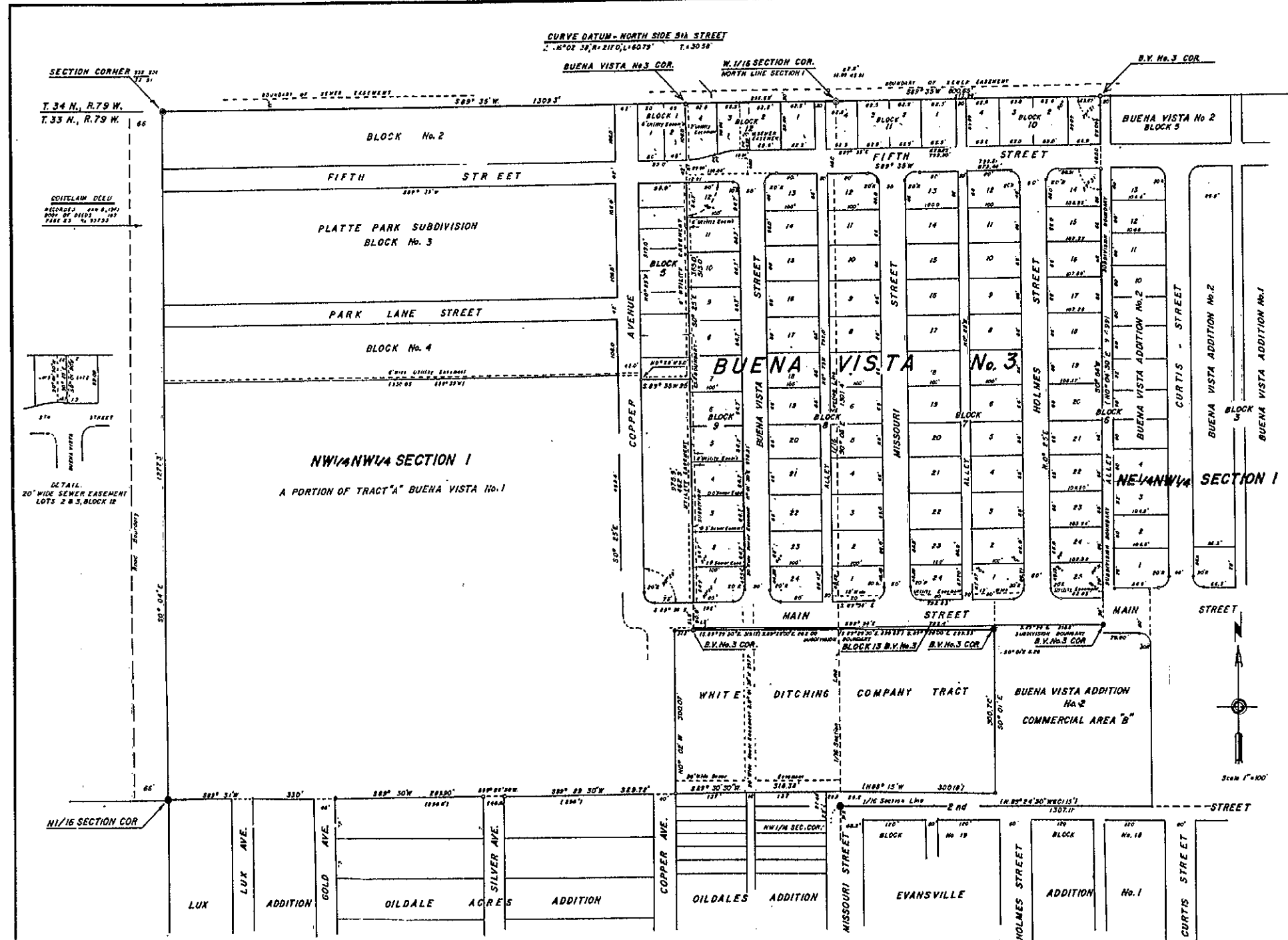


My Commission Expires 11-13-74



ALL AS REPRODUCTION
APPROVED BY THE COUNTY CLERK OF NATRONA COUNTY, WYOMING
JANUARY 5, 1973

MAP OF
BUENA VISTA No.3
A SUBDIVISION IN THE
TOWN OF EVANSVILLE
A RE-SUBDIVISION OF A PORTION OF TRACT "A", BUENA VISTA No.1
A RE-SUBDIVISION OF COMMERCIAL TRACT "B", BUENA VISTA ADDITION No.2
AND
A RE-SUBDIVISION OF LOT 3, BLOCK 1, PLATTE PARK SUBDIVISION
LOCATED IN
NE1/4NW1/4 AND NW1/4NW1/4 SECTION 1,
T. 33N., R. 79W., 6th P.M.
NATRONA COUNTY, WYOMING
SCALE 1" = 100'



SECTION CORNER 333.24
T.34 N., R.79 W.
T.33 N., R.79 W.
66
COURTSHIP DEED
RECORDED JAN 8, 1971
BOOK OF DEEDS 192
PAGE 67 1/4 53732

DETAIL
20' WIDE SEWER EASEMENT
LOTS 2 & 3, BLOCK 12

APPROVED: NATRONA COUNTY, WYOMING
INSPECTED AND APPROVED DECEMBER 1, 1971
by George R. Hughes, County Surveyor.
APPROVED by Board of County Commissioners of Natrona County, Wyoming
by resolution duly passed the 6th day of APRIL 1971
ATTEST
John J. Tobin, County Clerk, Secretary of Board.
By: John P. Murty, Chairman of the Board.

APPROVED: TOWN OF EVANSVILLE
TOWN COUNCIL, TOWN OF EVANSVILLE,
WYOMING ON THIS 12th DAY OF APRIL 1971
By Walter H. Wirtke, Mayor.
ATTEST
By: Mrs. Udo G. Hahn, Town Clerk.
Walter H. Wirtke
Udo G. Hahn

CERTIFICATE OF SURVEYOR
STATE OF WYOMING
County of Natrona
I, Edgar N. Johnston, of Casper, Wyoming, a duly registered Land Surveyor
in the State of Wyoming and President of Johnston's, Inc., Engineering Surveys,
do hereby certify that this map was prepared from actual survey during an actual
survey made by me during the months of February and March, 1971, and that such
plat correctly represents the survey and the foregoing Buena Vista No.3, a subdivision
in the Town of Evansville, Wyoming, that all lots are or shall be accurately marked
and identified upon the request of Hellmark Realty, Inc., all easements are
registered in that one document filed and having reference to the true location, all
are true and correct to the best of my knowledge and belief.
Wyoming Registration No. 144
Edgar N. Johnston
Subscribed in my presence and sworn to before me this 17 day of April 1971.
My Commission Expires July 28, 1974
Walter H. Wirtke



MAP AND SURVEY BY
JOHNSTON'S, INC., ENGINEERING SURVEYS
254 WEST 1st STREET
CASPER, WYOMING
PHONE 234-4058 EB No. 42, P. 41
JOB No. 71-107 - MAP No. 71-C80-551

Filed for record in the office of the County Clerk of Natrona County,
Wyoming this 2nd day of April 1971. My Term of Office Expires
January 5, 1973



Recorded June 24 1971 at 11:50 o'clock AM
in Book 56 of Misc. Page 359
No. 114229 John J. Tobin
County Clerk

BUENA VISTA SUBDIVISION #3
PROTECTIVE COVENANTS

WHEREAS HALLMARK REALTY, INC., a Wyoming Corporation, is the sole owner of all the property described as Lots 14 through 25, Block 6; Lots 1 through 24, Block 7; Lots 1 through 24, Block 8; Lots 1 through 12, Block 9; Lots 1 through 4, Block 10; Lots 1 through 4, Block 11; and Lots 1 through 4, Block 12; all in Buena Vista NO. 3, a subdivision in the Town of Evansville, County of Natrona, Wyoming, according to the recorded plat thereof and for the mutual benefit of all 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. Those Protective Covenants dated April 26, 1971 and recorded May 4, 1971 in Book 56 or Miscellaneous page 253 are hereby rescinded and cancelled.

1. Land 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 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 carports 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 set back shall be 20 feet from each street lot line.

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 \$6,000.00.

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.

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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120 N. Center Street • Casper, WY 82601 • (307) 237-8486



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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 building contractors to advertise the property during the construction and saleswork 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 front 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 (35) years from the date these covenants are recorded, after such time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or 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, Leon A. Denham, Jr., and Charles 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 matters appertaining to the ultimate development of the subdivision. Such decisions will be given no later than thirty (30) 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 committee, or its designated representative, fails to approve or disapprove within thirty (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 parties hereto have set their hands and seal at Evansville, Wyoming this 16th day of June A.D. 1971.

HALLMARK REALTY, INC.

CLEMENT F. HAUSMAN, President

JODY M. VOELKER, Asst. Sec.

SEAL

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The above and foregoing instrument was subscribed and sworn to before me this 17th day of June 1971 by Clement F. Hausman, President and Jody M. Voelker, Asst. Secretary, Hallmark Realty, Inc.

SEAL

MARY L. HEMLER
Notary Public

My commission expires: April 17, 1974

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



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