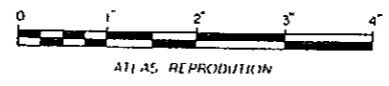


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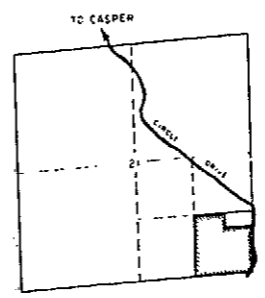
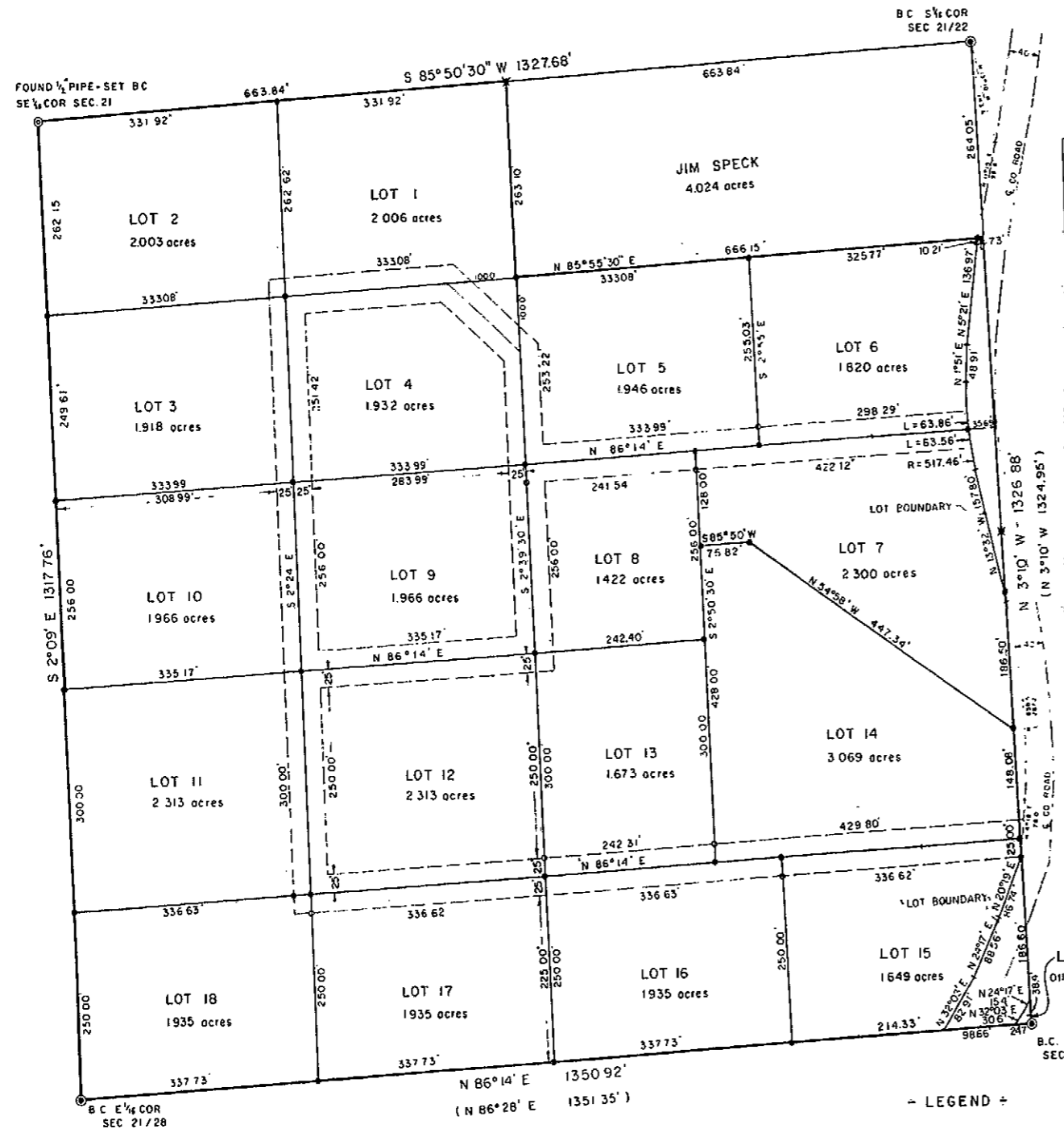
Packet 3
Folder 4

PLAT OF
COLUMBINE MEADOWS SUBDIVISION
A PORTION OF THE SE 1/4 SE 1/4,
SECTION 21, T 32 N-R 79 W,
6th. PM, NATRONA COUNTY, WYOMING

- CERTIFICATE OF DEDICATION -



ATLAS REPRODUCTION



VICINITY MAP

Western Land and Development Co., hereby certifies that the above described subdivision is a portion of the SE 1/4 of the SE 1/4 of Section 21, T. 32 N., R. 79 W., 6th. PM., Natrona County, Wyoming, being more particularly described as follows:

The plat is returned to the SE Corner of said Section 21, T. 32 N., R. 79 W., 6th. PM., Natrona County, Wyoming.

From said point of beginning, proceed to the NE corner of the SE 1/4 of said Section 21, a distance of 142.81 feet to the NE Corner of the Jim Speck Tract; thence S 85°50'30\"/>

The entire area of said Section 21 herein described contains 36.665 acres, more or less, and is represented as shown on this plat.

is with free consent and in accordance with the desires of the owners, lessors and other parties in said lands; that the name of said subdivision shall be COLUMBINE MEADOWS; that the easements shown on said plat having a distance of 4 feet in each side of center line be hereby dedicated to the public use; and that such easements shown on said plat having a distance of 25 feet on each side of proposed easement centerline be hereby dedicated to the public use; and that the undersigned owner hereby waives and relinquish all rights he may have in the said land under and by virtue of any exempt laws of the State of Wyoming.

WITNESSES: JUSTICE OF THE PEACE, NATRONA COUNTY, WYOMING

State of Wyoming
County of Natrona

The foregoing instrument was acknowledged before me this 10th day of August 1971, at _____ Wyoming, by _____ Secretary Public

- CERTIFICATE OF SURVEY -

State of Wyoming
County of Natrona

I, _____ a duly licensed land surveyor, hereby certify that this plat of the COLUMBINE MEADOWS SUBDIVISION was prepared from the latest and most accurate surveys made by me in July, 1971; that this plat correctly represents the results of these surveys; that the land described thereon is well and accurately marked as shown on this plat; all directions are in feet and decimals thereof and bearings are referred to the true meridian as shown herein.

Subscribed in my presence and sworn to before me this _____ day of _____ 1971, by _____ Secretary Public

WITNESSES: JUSTICE OF THE PEACE, NATRONA COUNTY, WYOMING

PLAT PREPARED BY: WESTERN ENGINEERING ARCHITECTS, INC.
2111 East 2nd St., Casper, Wyoming

APPROVED BY: COUNTY COMMISSIONER, Natrona County, Wyoming, by Resolution duly passed on the _____ day of _____ 1971.

WITNESSES: _____ County Clerk

PLAT APPROVED
INSPECTED AND APPROVED
Date 11/21

- LEGEND -

- FOUND BRASS CAP CORNER
- SET BRASS CAP ON FOUND CORNER
- SET CORNER ("SURV KAP" SURVEY MARKER)
- COLUMBINE ACRES BOUNDARY
- COLUMBINE ACRES LOT BOUNDARY
- - - OTHER BOUNDARIES
- ✕ FOUND PIPE-SET "SURV KAP"
- SET R.P. 25'
- () PLATTED DATA

COVENANTS RESTRICTING AND GOVERNING LAND USE AND DEVELOPMENT,
COLUMBINE MEADOWS, A SUBDIVISION OF SE1/4SE1/4 OF SECTION 21, LESS
THE NORTH 264 FEET OF THE NE1/4SE1/4SE1/4, T. 32N., R. 79W., 6TH
P.M., NATRONA COUNTY, WYOMING.

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN LAND and DEVELOPMENT COMPANY, record owner of the described property, hereby subject said property, to the following covenants, restrictions and conditions; and the acceptance of any deed or conveyance thereof by the grantee or grantees therein, and their, and each of their heirs, executors, administrators, successors, and assigns, shall constitute their covenant and agreement with the undersigned, and with each other, to accept and hold the property described or conveyed in or by such deed or conveyance, subject to said covenants, restrictions, and conditions, as follows, to-wit:

ARTICLE I

GENERAL RESTRICTIONS

1. Land Used and Building Type: The heretofore described property shall be designated as a single family residential lot, and no lot may be divided.

A single family residence is a dwelling for one family alone, within which no person may be lodged for hire at any time, provided that reasonable quarters may be built and maintained as a part of the detached accessory building or buildings on the same lot, provided said accessory buildings be not at any time rented or let to persons outside the said family and that they may be occupied and used only by persons who are employed by members of or are guests of said family.

No other buildings shall be erected, altered, placed or permitted to remain on any lot, other than a private garage for not more than two cars.

2. Architectural Control: No building shall be erected, placed, or altered on any lot without the approval by the architectural control committee and compliance with the provisions of Section 6, Article II, of these covenants.

No fence, wall or other construction shall be erected, placed or altered on any lot without approval of the architectural control committee.

3. Building Location: No building shall be located on any lot nearer to the front line than thirty (30) feet therefrom, measured to the foundation of such building; nor nearer than forty (40) feet to the rear lot line; nor nearer than forty (40) feet to the side lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building for the purpose of determining such distances, provided, however, that this shall not be construed to permit any portion of a building, including such eaves, steps or open porches, to encroach upon another lot.

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).

4. Easement: Easements for installation and maintenance of utilities and drainage facilities and roads are reserved as shown by the plat of Columbine Meadows which is recorded in the office of the Natrona County Clerk and ex-officio Recorder of Deeds in Book 236 of Deeds, Page 315. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for these improvements for which a public authority or utility company is responsible.

There is reserved to electric power, gas, water and other public utilities the right to construct, maintain and operate along, upon and across all present streets, easements and roadways on said property.

5. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. Temporary and Other Structures: No structures of a temporary nature, basement house, shack, garage or other outbuilding shall be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on said property at any time.

No old or second-hand structures shall be moved onto any of said lots, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within said subdivision, shall be construction of good quality workmanship and materials.

House trailers of any nature or kind shall be considered a temporary structure, and subject to the controls of this paragraph. No trailer shall be permitted to remain on any lot of this subdivision for more than two weeks without the permission of the Architectural Control Committee. Permission of the A.C.C. for the parking of any house trailer not placed on a permanent foundation shall be for a period of six months, only, and must be renewed in writing thereafter.

7. Signs: No billboard of any character shall be erected, posted, painted or displayed upon or about any of said property. No sign shall be erected or displayed upon or about said property unless and until the form and design of said sign has been submitted to and approved by the architectural control committee. No "For Sale" signs shall be displayed upon or about said property without approval of the Architectural Control Committee.

8. 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 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.

9. Livestock-Poultry Agriculture: 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. No animal may be kept which constitutes an annoyance or nuisance to the area. All animals shall be restricted to their owner's property.

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10. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and no rubbish, trash, papers, junk or debris shall be burned on any lot.

11. Water Supply: No water supply system shall be used or permitted on any lot or group of lots unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both the State Health Department and the State Water Engineer.

12. Trees: No cutting of trees shall be permitted on the premises at any time, except for the sole purpose of making land available for improvements, unless said tree cutting constitutes a landscaping plan which has been previously submitted to and approved by the A.C.C.

13. Diligence in Building: When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable length of time.

ARTICLE II

DURATION, ENFORCEMENT, AMENDMENT

1. Duration of Restrictions: All of the conditions, covenants and reservations set forth in this declaration of restrictions shall continue and remain in full force and effect at all times against said property in Exhibit "B" and the owners thereof, subject to the right of change or modification provided for in Section 2 and 3 of this Article, until twenty-five (25) years, and shall as then in force by continued for a period of twenty (20) years, and thereafter for successive periods of twenty (20) years each without limitation, unless, within the six months prior to 1996 or within the six months prior to the expiration of any successive twenty-year period thereafter, a written agreement executed by the then record owners of more than three-fourths in area of said property, exclusive of streets, parks, and open spaces, be placed on record in the office of the County Clerk of Natrona County, by the terms of which agreement any of said conditions or covenants are changed, modified or extinguished in whole or in part as to all or any part of the property originally subject thereto, in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be duly executed and recorded, the original conditions and covenants, as therein modified shall continue in force for successive periods of twenty (20) years each unless and until further changed, modified or extinguished in in the manner herein provided for, by mutual written agreement with not less than seventy per cent (70%) of the ten owners of record title of said property (including the mortgagees under record mortgages and the trustees under recorded deeds of trust), duly executed and placed of record in the office of the County Clerk of Natrona County, Wyoming, provided, however, that no change or modification shall be made without the written consent duly executed and recorded of the owners of record of not less than two-third (2/3's) in area of all lands which are a part of said property and which are held in private ownership within five hundred (500) feet in any directions from any directions from the exterior boundaries of the property concerning which a change or modification is sought to be made.



2. Enforcement: Each and all of conditions, covenants and reservations is and are for the benefit of each owner of land (or any interest therein) in said property and they and each thereof shall inure to and pass with each and every parcel of said property and shall apply to and bind the respective successors in interest of said Grantor. Each Grantee of the Grantor of any part or portion of said property by acceptance of a deed incorporating the substance of this declaration either by setting it forth or by reference therein, accepts the same subject to all of such restrictions, conditions, covenants and reservations. As to each lot owner the said restrictions, conditions and covenants shall be covenants running with the land and the breach of any thereof, and the continuance of such breach may be enjoined, abated or remedied by appropriate proceedings by any such owner of other lots or parcels in said property, but no such breach shall affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith, and for value; provided, however, that any subsequent owner of said property shall be bound by the conditions and covenants, whether obtained by foreclosure or at a trustee's sale or otherwise.

3. Violation Constitutes Nuisance: Every act or omission, whereby any restriction, condition or covenant in this declaration set forth, if violated in whole or in part is declared to be and shall constitute a nuisance and may be abated by Grantor or its successors in interest and/or by any lot owner; and such remedy shall be deemed cumulative and not exclusive.

4. Construction and Validity of Restrictions: All of said conditions, covenants and reservations contained in this declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, or reservations, or any part thereof is invalid, or for any reason becomes unenforceable no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Grantor and Grantee, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this declaration, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

5. Right to Enforce: The provisions contained in this declaration shall bind and inure to the benefits of and be enforceable by Grantor, by the owner, or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns, and failure by Grantor, or any property owner, or their legal representatives, heirs, successors, or assigns to enforce any of said restrictions, conditions, covenants, or reservations shall in no event be deemed a waiver of the right to do so thereafter.

6. Architectural Committee: The architectural committee which is vested with the powers described herein shall consist of three persons appointed by the Grantor. Prior to the commencement of any excavations, construction or remodeling or adding to any structure theretofore completed, there shall first be filed with the architectural committee two complete sets of building plans and specifications therefor, together with a block or plot plan indicating the exact part of the building site the improvements will cover and said work shall not commence unless the architectural committee shall endorse said plans as being in compliance with these covenants and are otherwise approved by the committee. The second set of said plans shall be filed as a permanent record with the architectural control committee. In the event said committee fails to approve or disapprove in writing said plans within fifteen (15) days after their submission, then said approval shall not be required. When all lots in said tract have been sold by Grantor, said plans and specifications shall be approved by an architectural committee approved by a majority of owners of lots in the property herein described and only owners of said lots shall be privileged to vote for said architectural committee. The Grantor shall have the right to appoint members of the architectural committee until such time as all lots in the tract have been sold by the Grantor.



7. Assignment of Powers: Any and all rights and powers of the Grantor herein contained may be delegated, transferred or assigned. Wherever the term "Grantor" is used herein, it includes assigns or successor in interest of the Grantor.

8. Invalidity: It is expressly agreed that in the event any covenant or condition or restriction hereinbefore contained, or any portion thereof is held invalid or void, such invalidity or voidness shall in no way affect any valid covenant, condition or restrictions.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the 10 day of August, 1971.

COLUMBINE MEADOWS

WESTERN LAND AND DEVELOPMENT COMPANY

ATTEST: R. W. BARNARD

BY Paul Lowham
President

STATE OF WYOMING)
COUNTY OF NATRONA) SS

On this 10th day of August, 1971, before me personally appeared Paul Lowham, to me personally known, who, having been by me first duly sworn, did say: That he is the President of WESTERN LAND & DEVELOPMENT CO., the Corporation described in and which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said Corporation; and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said Paul Lowham acknowledged said instrument to be the free act and deed of said Corporation.

In WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal on the day and year in this certificate first above written.

RUTH MAGOR
Ruth Magor
Notary Public

My Commission expires: Febraury 1, 1974.

Compliments of:
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120 N. Center Street • Casper, WY 82501 • (307) 237-8486



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