

271505

832

REPLAT OF
A SUBDIVISION OF LOTS 40-45 AND PART OF LOT 46, FAIRDALE ADDITION NO. 2
TO BE KNOWN AS

FAIRDALE HEIGHTS NO. 832
RECORDED 8/28/79
INSTR. # 271505

FAIRDALE HEIGHTS

AN ADDITION TO THE CITY OF CASPER, A SUBDIVISION OF A PART OF SE 1/4,
SE 1/4, SECTION 10, T.33N., R.79W., 6th PRINCIPAL MERIDIAN NATRONA COUNTY,
WYOMING.
CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, that HAROLD SELBY and RANDY SELBY, a partnership, do hereby certify that they are the owners and proprietors of the foregoing subdivision, being Lots 40 through 45 and part of Lot 46 all in FAIRDALE ADDITION NO. 2 to the City of Casper, Natrona County, Wyoming; that the lands as set forth by this plat shall be known as Lots 1 through 4 of FAIRDALE HEIGHTS, an addition to the City of Casper, Natrona County, Wyoming, and more particularly bounded and described as follows:

COMMENCING AT THE southeast corner of the said SE 1/4 of Section 10, said corner also being the southeast corner of said FAIRDALE ADDITION NO. 2;
THENCE N 0°34'12" E along the east line of the said SE 1/4 of Section 10 a distance of 555.27 feet to a point;
THENCE N 89°25'48" W at right angles to the last described line a distance of 25.15 feet to a point, said point being the TRUE POINT OF BEGINNING, said point also being located on the south right-of-way line of Farnum Street;
THENCE S 89°51'28" W along said south right-of-way line of Farnum Street a distance of 55.58 feet to the east right-of-way line of Fairdale Avenue;
THENCE S 0°06'41" E along said east right-of-way line of Fairdale Avenue a distance of 239.56 feet to a point of curve;
THENCE along a curve to the right, said curve having a central angle of 5°27'13" and a radius of 1706.00 feet, an arc distance of 170.00 feet to a point;
THENCE S 84°39'38" E a distance of 108.51 feet to a point;
THENCE N 0°06'20" W a distance of 419.66 feet to the TRUE POINT OF BEGINNING.
Containing 0.96 Acres of land more or less.

And as appears on this plat the above subdivision is with the free consent of the owners of the undersigned owners and proprietors of said lands; that covenants and restrictions, if any, applicable to said subdivision, shall also be applicable to the lands included in the plat of FAIRDALE HEIGHTS. That the undersigned owners and proprietors of said lands included in this subdivision hereby waive and relinquish all rights they may have in and to the Homestead Exemption Law of the State of Wyoming; and that all streets, avenues and public places shown hereon are dedicated to the use of the public.

Easements are hereby granted to utility companies to locate, construct, use and maintain any and all lines, pipes, poles, etc., any or all of which lines, pipes, poles, etc., are shown on this plat.

Witness my hand and official seal this JUNE 3 day of JUNE, 1979.
HAROLD SELBY
RANDY SELBY
F & Jackson Streets
Casper, Wyoming 82601

STATE OF WYOMING)
COUNTY OF NATRONA)
On this 3 day of June, 1979, before me personally appeared HAROLD SELBY and RANDY SELBY, known to be the persons described in and who executed the foregoing instrument and acknowledged the same as the free act and deed.

Witness my hand and official seal.
My commission expires: May 17, 1982

APPROVALS
Approved by the Community Planning Commission of the City of Casper, Wyoming this 11th day of June, 1979, and forwarded to the City Council of Casper, Wyoming, with recommendation that said plat be approved.
F. C. ...
D. ...

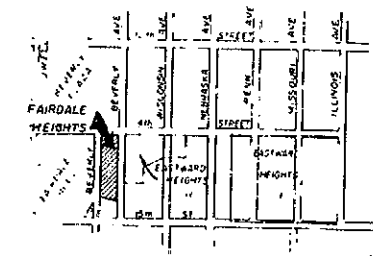
Approved by the City Council of the City of Casper, Wyoming, by Resolution No. 79-49, duly passed, adopted and approved on the 15th day of May, 1979.

ATTEST:
C. ...
CITY CLERK

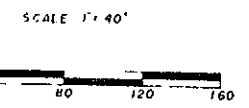
Approved by the Board of County Commissioners of Natrona County, Wyoming, by Resolution duly passed on the 2 day of June, 1979.
ATTEST:
C. ...
CHAIRMAN OF THE BOARD

CERTIFICATE OF SURVEYOR
I, VERN E. LAKE, of Casper, Wyoming, do hereby certify that this plat, representing a subdivision of Lots 40 through 45 and part of Lot 46 all in FAIRDALE ADDITION NO. 2 to the City of Casper, Wyoming, is in accordance with a survey made by me and under my direction during the month of March, 1979; that said lands shall be subdivided, monumented and identified in accordance with this plat at the request of the owners; all dimensions are expressed in feet and decimal parts thereof and courses referred to the true meridian; all being correct to the best of my knowledge and belief.
VERN E. LAKE
Wyoming Registration, L.S. No. 539

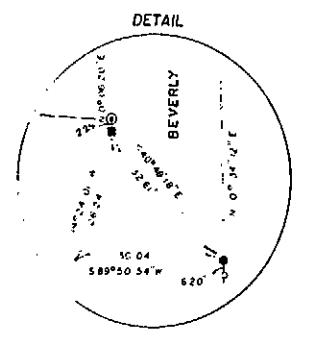
The foregoing instrument was acknowledged before me by VERN E. LAKE this 3rd day of JUNE, 1979.
Witness my hand and official seal.
My commission will expire: Jan 20, 1982



VICINITY MAP
SCALE 1"=600'

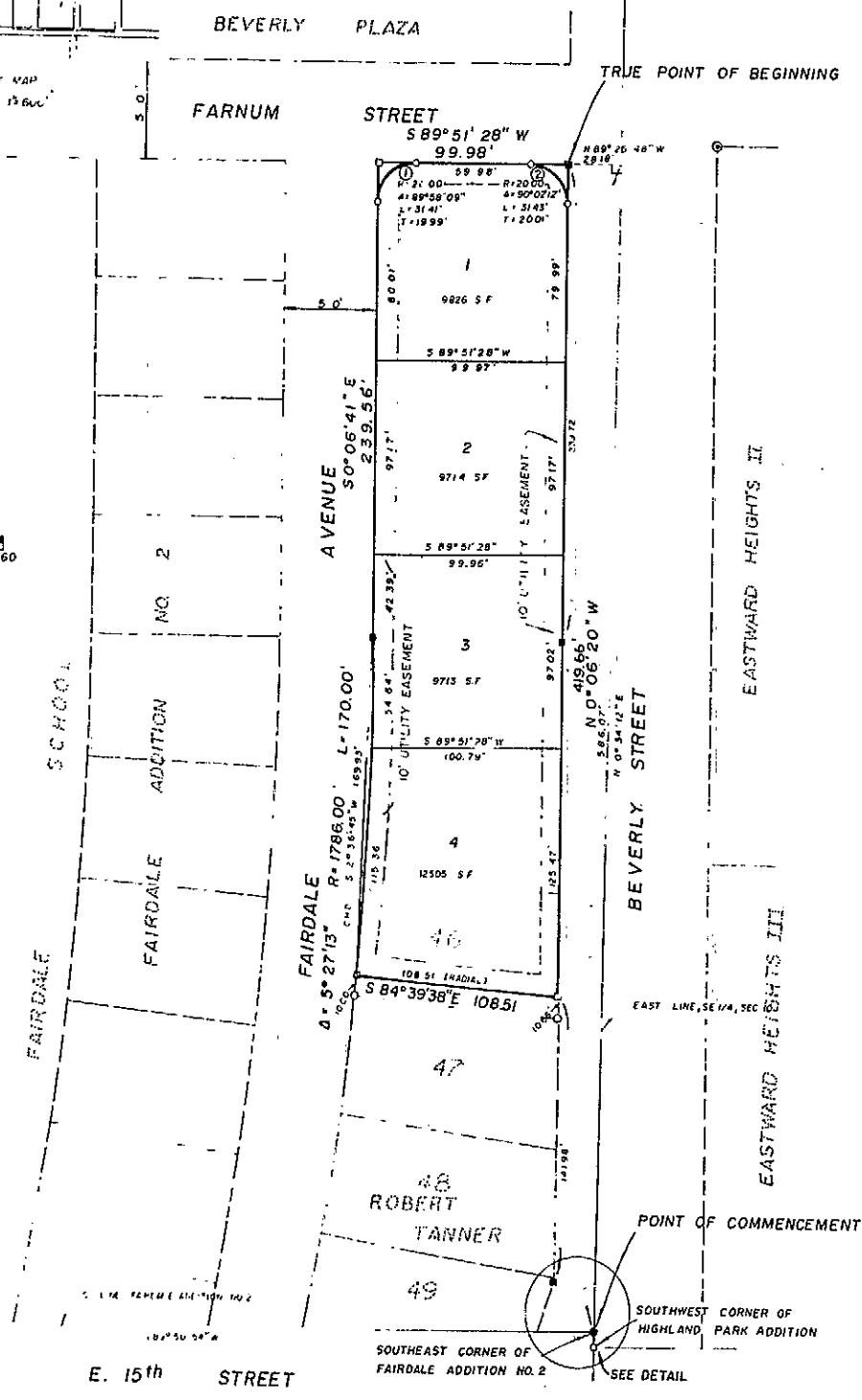


- LEGEND
- SET BRASS CAPS
- FOUND IRON PIPE
- FOUND IRON ROD
- FOUND REBAR
- SET IRON PIPE SET MARKERS
- SET IRON REBAR TO BE SET AT ALL LOT CORNERS AND AT ALL CURVE POINTS
- CLOSURE IN EXCESS OF 1:10000



DETAIL

NOTE
1. ALL CORNERS AND CURVE POINTS TO BE SET AT ALL LOT CORNERS AND AT ALL CURVE POINTS.
2. ALL CORNERS AND CURVE POINTS TO BE SET AT ALL LOT CORNERS AND AT ALL CURVE POINTS.



Aug 29 1979

RECORDED AT 10:34 AM
COUNTY CLERK

PREPARED BY: THE ENGINEERS, 6405 INDIAN SCOUT DRIVE, CASPER, WYOMING ENGINEERS & SURVEYORS (307) 266-1425

Recorded June 29, 1962 at 4:45 O'Clock P.M.
In Book 41 of Misc. Page 135
No. 981508

Lou K. Musser
County Clerk

PROTECTIVE COVENANTS

PART A. PREAMBLE

These protective covenants, dated the 15 day of June, 1962, by
HOMESTEAD LAND COMPANY, a Wyoming corporation, covering the real
property described as

Lots 1 to 11 inclusive, 13 to 19 inclusive, 40 to 49 inclusive
122 to 131 inclusive and 140 to 156 inclusive, in Fairdale
Addition No. 2, and Lots G, H, J, K, L, M, N, P, in
Fairdale Addition No. 3 to the City of Casper, Natrona
County, Wyoming.

PART B. AREA OF APPLICATION

B.-1 Fully-Protected Residential Area

The residential area covenants in Part C in their entirety shall
apply to

Lots 4 to 11 inclusive
" 40 to 49 "
" 122 to 131 "
" 140 to 156 "

B.-2 Partially-Protected Adjoining Residential Area

The residential area covenants numbered C-1.a and C-3.a in
Part C shall apply to

Lots 1 to 3 inclusive
" 13 to 19 " , Fairdale Addition No. 2
" G, H, J, K, L, M, N, P, Fairdale Addition No. 3

B.-3 Park Area

None

B.-4 Civic Area

None

B.-5 Business Area

None

Compfirmants 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).

PART C. RESIDENTIAL AREA COVENANTS

C-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 not to exceed two stories in height and a private garage for not more than two cars.

C-1.a Multiple Unit

Building type in this area may be single or multiple unit attached duplex, triplex or fourplex but not to exceed a four-family structure of 35 feet in height (if two-story) and garage or garages for not more than four cars.

C-2 Architectural Control

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence, hedge or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. There shall be no front yard fencing, hedges or walls.

C-3 Dwelling Cost, Quality and Size

No dwelling shall be permitted on any lot at a cost of less than \$8,500.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 720 square feet for a one-story dwelling, nor less than 720 square feet for a dwelling of more than one story.

C-3.a Floor Area per Multiple Unit

The floor area per unit of multiple unit dwellings or apartments shall not be less than 600 square feet.

The front setback for any multiple unit dwelling shall be a minimum of 20 feet.

C-4. Building Location

No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than five feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 35 feet or more from the minimum building setback line. No building shall be located on any interior lot nearer than 25 feet to the rear lot line. In event a house is turned on a corner lot to face the side street, the setback shall not be less than 25 feet from each street. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

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C-5. Lot Area and Width

No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 5,800 square feet.

C-6. Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot; also sewer line easement over the south five feet of Lot 142.

C-7. 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.

C-8. 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 excepting used brick, and no building or buildings may be moved from another location to any site within this subdivision.

C-9. Signs

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 not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-10. 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, nor shall oil wells, tanks, tunnels, mineral excavations or shafts 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.

C-11. 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.

C-12. Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

PART D. PARK AREA COVENANTS

None

PART E. CIVIC AREA COVENANTS

None

PART F. BUSINESS AREA COVENANTS

None

PART G. ARCHITECTURAL CONTROL COMMITTEE

G-1. Membership

The architectural control committee is composed of

W.G. Specht	1209 South Beverly Casper, Wyoming
Robert A. Galley	1209 South Beverly Casper, Wyoming
Donald E. Chapin	514 First National Bank Building Casper, Wyoming

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

G-2. Procedure

The committee's approval or disapproval as required in these covenants shall be in writing. The committee or its designated representative shall, within thirty days or as soon thereafter as is practicable, approve or disapprove any plans and specifications submitted to it or him in writing. The failure of such representative to approve or disapprove any proposed building plan shall not in any way relieve the owners or the builder from their legal responsibility to comply with the covenants, conditions and restrictions contained herein.

PART H. GENERAL PROVISIONS

H-1. 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 which time said covenants shall be automatically extended for successive periods 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.

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H-2. Enforcement

Enforcement shall be 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.

H-3. Severability

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

HOMESTEAD LAND COMPANY

By: W. G. Specht, President

Attest:

Robert A. Galley, Secretary

PARK LAND CO.

By: Chas. S. Chapin, President

Attest:

Robert A. Galley, Secretary

J. D. Myres

Leatha L. Myres

STATE OF WYOMING)
)ss
COUNTY OF NATRONA)

On this 15 day of June, 1962, before me personally appeared W.G. Specht, to me personally known, who, being by me duly sworn, did say that he is the president of Homestead Land Company, a Wyoming corporation, and 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 W.G. Specht acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 15 day of June, 1962.

Donald E. Chapin, Notary Public

My commission expires:

5-28-66

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STATE OF WYOMING)
)ss
COUNTY OF NATRONA)

On this 15 day of June, 1962, before me personally appeared Chas. S. Chapin, to me personally known, who, being by me duly sworn, did say that he is the president of Park Land Co., a Wyoming corporation, and 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 Chas. S. Chapin acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 15 day of June, 1962.

Donald E. Chapin, Notary Public

My commission expires:

5-28-66

STATE OF WYOMING)
)ss
COUNTY OF NATRONA)

On this 21st day of June, 1962 before me personally appeared J.D. Myres and Leatha A. Myres, to me 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.

Given under my hand and notarial seal, the day and year in this certificate first above written.

Robert A. Galley, Notary Public

My commission expires:

2-19-64

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



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