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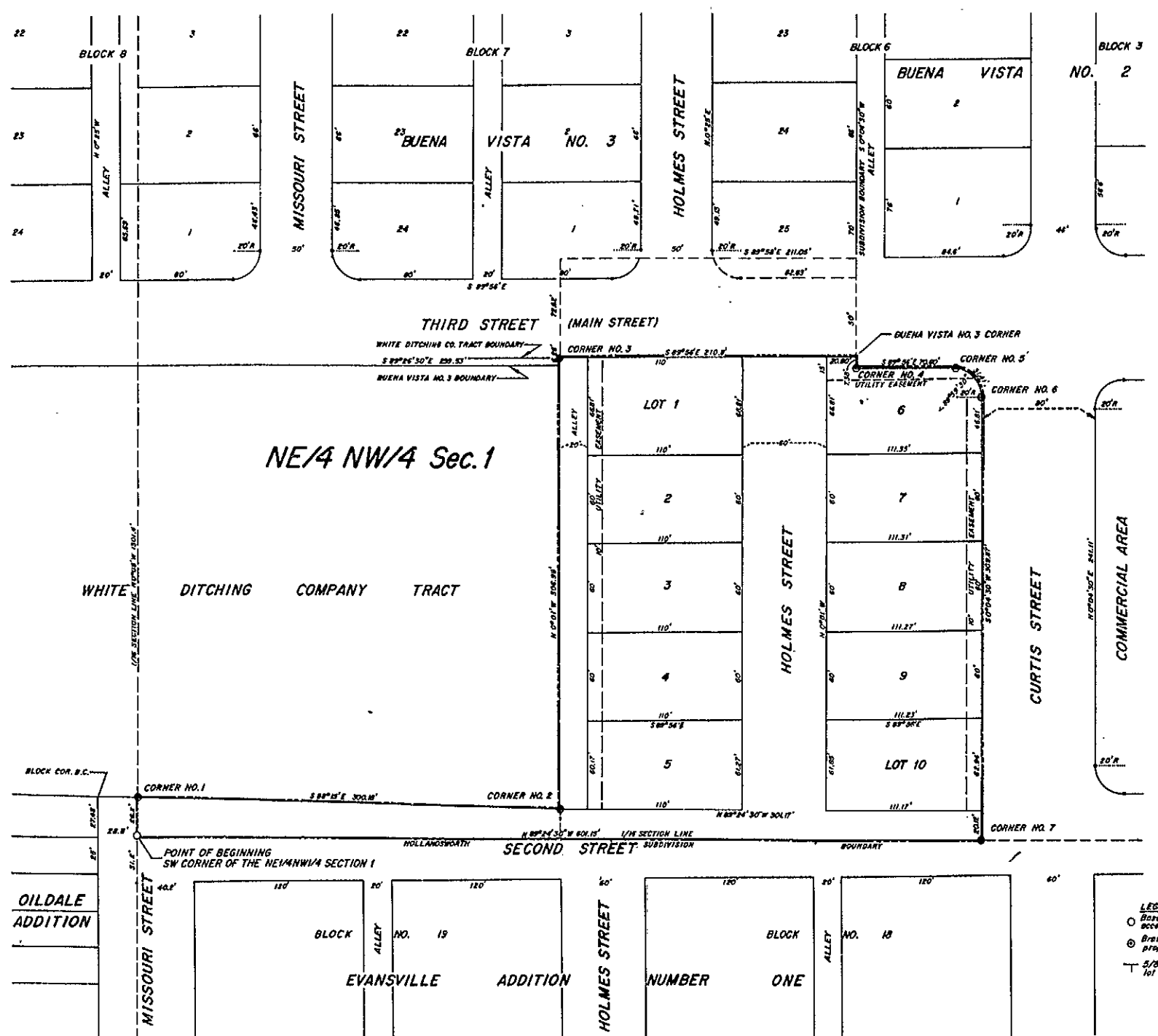
HOLLANDSWORTH SUB NO 1048
RECORDED Aug. 30, 1978
NO. 243716 BK 292 Deeds 302
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HOLLANDSWORTH SUBDIVISION A SUBDIVISION IN THE TOWN OF EVANSVILLE

Hollandsworth Subdivision, a subdivision in the Town of Evansville is a subdivision of Commercial Tract "B" Buena Vista No. 2, duly recorded in the office Natrona County Register of deeds and records, October 14, 1962, Book of Deeds JB, page 282, said subdivision is located in the NE1/4NW1/4 Section 1, T.33N., R.19., 6th P. M., Natrona County, Wyoming and particularly described as follows:

The point of beginning is the SW corner of the NE1/4NW1/4 Section 1; thence along 1/16 section line S. 0° 05' W., a distance of 26.2 feet to Hollandsworth Subdivision corner No. 1; thence S. 60° 15' E., a distance of 300.18 feet along northern boundary of Commercial Area "B", H. V. No. 2; to Hollandsworth Subdivision corner No. 2; thence N. 0° 1' W., a distance of 306.98 feet along the west boundary of Commercial Area "B" to Hollandsworth Subdivision corner No. 3; thence S. 89° 56' E., a distance of 210.8 feet along the southern boundary of Buena Vista No. 3; thence S. 0° 04' 30" W., a distance of 7.38 feet to Hollandsworth Subdivision corner No. 4; thence S. 89° 55' E., a distance of 70.60 feet to the point of curve, to Hollandsworth Subdivision corner No. 5; thence 31.41 feet along a curve, 20 feet radius and tangents, interior angle 89° 59' 30" at the intersection of north and east tangents to Hollandsworth Subdivision corner No. 6 and east boundary of Commercial Area "B"; thence S. 0° 04' 30" W. along the east boundary a distance of 309.87 feet to a point on Hollandsworth Subdivision corner No. 7 on the 1/16 section line; thence N. 89° 24' 30" W., a distance of 601.15 feet along the south boundary of Hollandsworth Subdivision to the point of beginning

Said parcel contains 2.42 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 Hollandsworth Subdivision, a subdivision of, in the town of Evansville, Wyoming, is prepared with the free consent and desire of the undersigned owner and proprietor, that all streets, alleys, utility easements and public ways as shown on the annexed map are hereby dedicated to public use, reserving unto the owners easements of way in said streets, alley and utility easements to construct water, sewer, and utility lines, and to maintain said streets and easements for rights of way until such time the Town of Evansville assumes this responsibility and discharges the said owners of this responsibility by ordinance.

The undersigned, Donald L. Hollandsworth, has executed his presence this 16th day of August, 1978, A. D., and hereby waive and relinquish all rights that he may have under by virtue of the homestead exemption laws of the State of Wyoming

By Donald L. Hollandsworth
By Helen E. Hollandsworth

STATE OF WYOMING
County of Natrona ss

The above and foregoing instrument was acknowledged before me this 16th day of August, 1978, A. D. by Donald L. Hollandsworth and Helen E. Hollandsworth, 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 homestead, witness my hand and seal

My Commission Expires

Notary Public

- LEGEND
- Bare control of accepted points
- Brass cap monument
- Property marker
- ⊥ 5/8" Rubber at lot corners

APPROVED - NATRONA COUNTY, WYOMING

INSPECTED AND APPROVED: Dated
By H. L. Worthington

APPROVED by Board of County Commissioners of Natrona County, Wyoming
by resolution duly passed the day of

ATTEST
John J. Tobin, County Clerk, Secretary of Board.

By: John P. Buger, Chairman of the Board

Filed for record in the office of the County Clerk of Natrona County,
Wyoming this day of

APPROVED - TOWN OF EVANSVILLE

TOWN OF EVANSVILLE,
THIS DAY OF
1978, Mayor

1, Town Clerk

CERTIFICATE OF SURVEYOR

State of Wyoming ss
County of Natrona

I, Willis W. Tilton of Casper Wyoming do hereby certify that this map was prepared from notes taken during an actual survey made by me during August 1978 and that this plat correctly represents such survey and the foregoing Hollandsworth Subdivisions; that all lots are accurately marked and set; all dimensions are expressed in feet and decimals thereof and bearings referred to the true meridian; all are true and correct to the best of my knowledge and belief.

Wyoming Registration No. 461
Willis W. Tilton

Subscribed in my presence and sworn to before me
this day of
My Commission expires on the day of

PREPARED BY:
KUMPE AND ASSOCIATES, P.C.
P.O. BOX 6240
136 W. WOLCOTT, SUITE 4
CASPER WY. 82404
PH 267-266-2731

HOLLANDSWORTH SUBDIVISION A SUBDIVISION IN THE TOWN OF EVANSVILLE

A RE SUBDIVISION OF A PORTION OF COMMERCIAL TRACT "B"
LOCATED IN
NE1/4 NW1/4 SECTION 1, T.33 N., R.19 W., 6th P. M.
NATRONA COUNTY, WYOMING
SCALE: 1"=40'

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set fourth by DON P. HIGGINS AND MARY V. HIGGINS, hereinafter referred to as the "DECLARANT."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in the Town of Evansville, County of Natrona, State of Wyoming, described as follows:

LOT 1 of Hollandsworth Subdivision
Town of Evansville, County of Natrona
State of Wyoming

upon which Declarant has constructed one Double Duplex Building on above described lot.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "OWNER" shall mean and refer to the record owners whether one or more persons or entities of a fee simple title to either Duplex Unit which is a part of the aforesaid properties including contract sellers.

Section 2. "PROPERTIES" shall mean and refer to that certain real property hereinbefore described which has or will be subdivided into two (2) individual Duplex Units.

Section 3. "DUPLEX UNIT" shall mean and refer to those units created by the division of the aforescribed building located upon the properties hereinable described which may be shown on a recorded subdivision map of the properties.

Section 4. "DECLARANT" shall mean and refer to Don P. and Mary V. Higgins, their successors, heirs, administrators and assigns.

ARTICLE II - RESTRICTIVE COVENANTS

Section 1. Residential Use. All Duplex Units in the properties shall be used exclusively for residential purposes. No manufacturing or commercial enterprise of any kind for profit shall be maintained on, in front of, or in connection with any Duplex Unit. Notwithstanding the foregoing, nothing herein shall be deemed to prevent the owner from leasing a Duplex Unit, or a single unit thereof, to a single family subject to all the provisions of this declaration. In addition, this restriction shall not be construed to preclude the use of any residence for a professional practice, a studio, workshop, or for artistic pursuits, not requiring the employment of labor other than the owner.

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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Section 2. Nuisance. No nuisance shall be permitted to exist or operate upon a Duplex unit so as to be detrimental to the other Duplex Unit. No trash, brush piles, rubbish, junk, inoperative vehicles, including trailers, and no other unsightly items of property or waste shall be collected or placed or permitted to remain anywhere upon the properties and the owner or occupant of each Duplex Unit shall do all things necessary or desirable to keep the same, including the yards, grounds, parking areas and sidewalks in good order at all times. No owner or occupant shall make or permit any disturbing noises to be made in or on the premises by himself, his family, friends, tenants, or other invitees; or do or permit anything to be done by such persons which would interfere with the rights, comforts, or convenience of the other owners of the properties. Specifically, no owner or occupant shall play or allow to be played any musical instrument, radio, T.V. hi-fi, tape recorder, or the like on the properties between the hours of 10:30 P.M. to the following 8:30 A.M. if the same shall disturb or annoy other owners or occupants of the properties.

Section 3. Fencing. No fence, hedge or wall shall be erected or maintained by either owner without the prior written approval of the other owner within the units and necessary municipal approval.

Section 4. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on the properties.

Section 5. Plumbing/Utilities. Each owner shall see to it that, at all times, their Duplex Unit is adequately heated or other appropriate steps are taken to avoid freezing and breakage of water pipes. The water closets and all other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweeping, rubbish, rags, papers, ashes, or other substances shall be thrown therein. The water shall not be left running any unreasonable or unnecessary length of time on the properties. (Each party grants the other as well as their employees and contractor an easement across that part of the owner's premises upon which existing utility transmission facilities presently exist, for installing, maintaining and repairing the same.)

Section 6. Maintenance of Grounds and yard. The yard and the grounds of each Duplex Unit owner (whether vacant or occupied) shall be maintained in a neat and attractive condition free from all debris, and adequately seeded, watered and mowed and otherwise cared for; all in a manner and with such frequency as is consistent with good property management. In the event an owner shall fail to maintain his yard and grounds and improvements situated thereon, as provided herein, the other owner may, after notice to the owner in writing, enter upon the aforesaid yard and grounds to repair, maintain, clean and restore the said grounds and yard. All costs related to such correction, cleaning, and repair and restoration shall be reimbursed, immediately and, until paid, shall constitute a lien on the Duplex Unit of the owner failing to provide such adequate care.

Section 7. Signs. Except with the written consent of the other owner, no signs of any character shall be placed or maintained on any portion of the premises except;

(a) A sign identifying the owner or occupant thereof, the dimensions of which shall not exceed three (3) square feet and which shall not be illuminated.

(b) A "For Sale" sign.

Section 8. Hazardous Substances and Activities. No owner shall use or permit to be brought into his or her Duplex Unit any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzene or other explosives or articles deemed extra hazardous to life, limb or property nor shall any owner do anything in, on or about his Duplex unit which would tend to substantially increase hazard to life, limb or property, provided that any owner may keep small quantities of cleaning fluid, gasoline, coleman fuel, etc., for normal household uses.

ARTICLE III - PARTY WALL AND COMMON

MAINTENANCE OF EXTERIORS

DECLARATION OF PARTY WALL

Section 1. General Rules of Law to Apply. The Common Wall which is built as a part of the original construction of the Double Duplex Unit upon the properties and placed on the dividing line between the Duplex Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Maintenance of Exterior of Property. The parties agree that they shall, jointly, maintain the appearance of the exterior of the building improvements in a high state of repair including but not limited to the painting, repair, replacements of roof, gutters, downspouts, exterior building surfaces, and other exterior improvements (not including glass surfaces or foundations). The parties agree, that should it become necessary to repair, maintain, or restore the common roof, common siding, common utilities, common structural elements, or any other common elements of the aforescribed buildings (excluding glass surfaces), the costs and expenses of said maintenance, renovation or repair shall be borne by the parties equally provided; however, that in the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, tenants, guests or invitees, the cost of such maintenance or repairs shall be borne by the party causing the same. "Common" shall mean appurtenant to and connected with both Duplex Units, and not just appurtenant to or connected with one of the Duplex Units.

Section 3. Repair and Restoration of Party Wall. The cost of reasonable repair and maintenance of the party wall shall be shared by the owners equally.

Compilments of:
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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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Section 4. Destruction by Fire or Other Casualty. If a party wall or any of the aforesaid exterior common elements of the building are damaged or destroyed by fire or other casualty, either owner may restore it and each owner shall contribute, equally, to the cost of restoration thereof provided, however, that should the party wall or any common elements be damaged or destroyed by the default, negligence, or other act or omission of one of the parties, such party shall rebuild or repair the wall or common elements at such party's sole expense and shall compensate the other party for any damages to the property of the other party.

Section 5. Insurance. Each owner, independently, or both owners acting in concert, shall obtain sufficient fire, casualty and extended coverage insurance to assure sufficient funds to restore said Duplex Units in the event of fire or other casualty, as well as sufficient liability insurance providing usual coverages.

Section 6. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass such owner's successors in title.

Section 7. License Agreement. Each owner is hereby granted a license by the other to enter on the other owner's premises for purposes of maintaining and repairing the common wall and common elements in the manner provided herein.

ARTICLE IV - GENERAL PROVISIONS

Section 1. Enforcements. In the event of the violation or breach of any of the restrictions, conditions, covenants or agreements herein contained, the Declarant, or any owner shall have the right to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same to recover damages for such violations or to obtain injunctive relief, either mandatory or prohibitive, to prevent such violation or to re-establish the prior existing and unobjectionable condition.

Failure by the Declarant or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. In the event that any one or more of the provisions, covenants, conditions, or restrictions or any part thereof, herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, covenants and conditions and restrictions herein set forth shall continue unimpaired and in full force and effect.

Section 3. Duration. All of the provisions, restrictions, covenants and conditions set forth in this Declaration shall affect each of the Duplex Units and the properties and shall run with the land, and shall exist and be binding so long as said Duplex Units continue to exist.

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Section 4. Amendment. This Declaration and the covenants, conditions and restrictions thereof may be terminated, modified or amended with the written consent of all owners of Duplex Units and the properties subject to these restrictions provided that such modification, amendment or termination shall be filed with the office of the County Clerk of Natrona County, Wyoming.

IN WITNESS WHEREOF, The Declarant has executed this Declaration of Covenants, Conditions and Restrictions this 9 Day of Feb 1983.

Don P. Higgins
Don P. Higgins - Owner
Mary V. Higgins
Mary V. Higgins - Owner

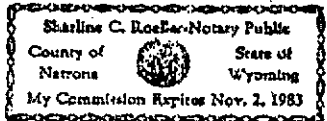
STATE OF WYOMING)
COUNTY OF NATRONA) SS.

The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me by Don P. and Mary V. Higgins Owners, on this 9th day of February 1983.

WITNESS my hand and official seal on this 9th day of February 1983.

Sharon C. Howell
NOTARY PUBLIC

My Commission Expires: _____



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