

50582

PLAT OF
INDIAN SPRINGS LOT 71
AN AMENDMENT TO LOTS 17 AND 18
INDIAN SPRINGS SUBDIVISION
IN A PORTION OF THE SE1/4NW1/4, SECTION 33,
TOWNSHIP 33 NORTH, RANGE 80 WEST
6TH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING

RECORDED APR 20 1992 1:42 PM
INSTRUMENT NO. 505825
NATRONA COUNTY CLERK

CERTIFICATE OF DEDICATION

WE THE UNDERSIGNED, JAMES A. BODENHAMER AND MARY BODENHAMER, HUSBAND AND WIFE, HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF LOTS 17 AND 18 INCLUSIVE, OF THE INDIAN SPRINGS SUBDIVISION, LOCATED IN AND BEING A PORTION OF THE SE1/4NW1/4, SECTION 33, TOWNSHIP 33 NORTH, RANGE 80 WEST, 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING AND THAT THIS PLAT IS IN ACCORDANCE WITH THE DESIRES AND IS WITH THE FREE CONSENT OF THE OWNERS AND PROPRIETORS OF SAID LANDS WHICH ARE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 17, WHICH POINT IS MONUMENTED BY A 5/8" REBAR WITH A 1-1/2" ALUMINUM CAP; THENCE N0°42'13"W, 235.38 FEET ALONG THE WEST LINE OF SAID LOT 17 AND LOT 18 TO A POINT; THENCE N32°12'E, 120.48 FEET ALONG THE WESTERLY LINE OF LOT 18 TO A POINT MONUMENTED BY A 5/8" REBAR; AND THE NORTHWEST CORNER OF LOT 18; THENCE N89°46'18"E, 787.75 FEET ALONG THE NORTH LINE OF LOT 18 TO A POINT MONUMENTED BY A 5/8" REBAR AND 1-1/2" ALUMINUM CAP; THENCE S8°48'58"W, 339.08 FEET ALONG THE EAST LINE OF SAID LOTS 17 AND 18 TO A POINT MONUMENTED BY A 5/8" REBAR AND 1-1/2" ALUMINUM CAP AND THE SOUTHEAST CORNER OF SAID LOT 17; THENCE S89°44'W, 808.82 FEET ALONG THE SOUTH LINE OF SAID LOT 17 TO THE POINT OF BEGINNING, AND CONTAINING 6.349 ACRES, MORE OR LESS.

AS IT APPEARS ON THIS PLAT, AND SHALL BE KNOWN AS 'INDIAN SPRINGS, LOT 71', AND ALL EASEMENTS, REGULATIONS, AND RESTRICTIONS SHOWN ON THE PLAT OF 'INDIAN SPRINGS' SUBDIVISION, SHALL APPLY.

DATED AT CASPER, WYOMING, THIS 1st DAY OF April 1992.
James A. Bodenhamer
JAMES A. BODENHAMER
Mary Bodenhamer
MARY BODENHAMER

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME BY JAMES A. BODENHAMER AND MARY BODENHAMER THIS 1st DAY OF APRIL, 1992.

MY COMMISSION EXPIRES ON April 1, 1994
Myrtle Linnestad
NOTARY PUBLIC

APPROVALS

BOARD OF COUNTY COMMISSIONERS OF NATRONA COUNTY, WYOMING, BY RESOLUTION DULY PASSED ON THE 7th DAY OF April 1992.

Maureen Collins
COUNTY CLERK
James H. Sanderson
CHAIRMAN OF THE BOARD

INSPECTED AND APPROVED ON THIS 1st DAY OF April 1992.

Cliff
COUNTY SURVEYOR

INSPECTED AND APPROVED ON THIS _____ DAY OF _____ 1992.

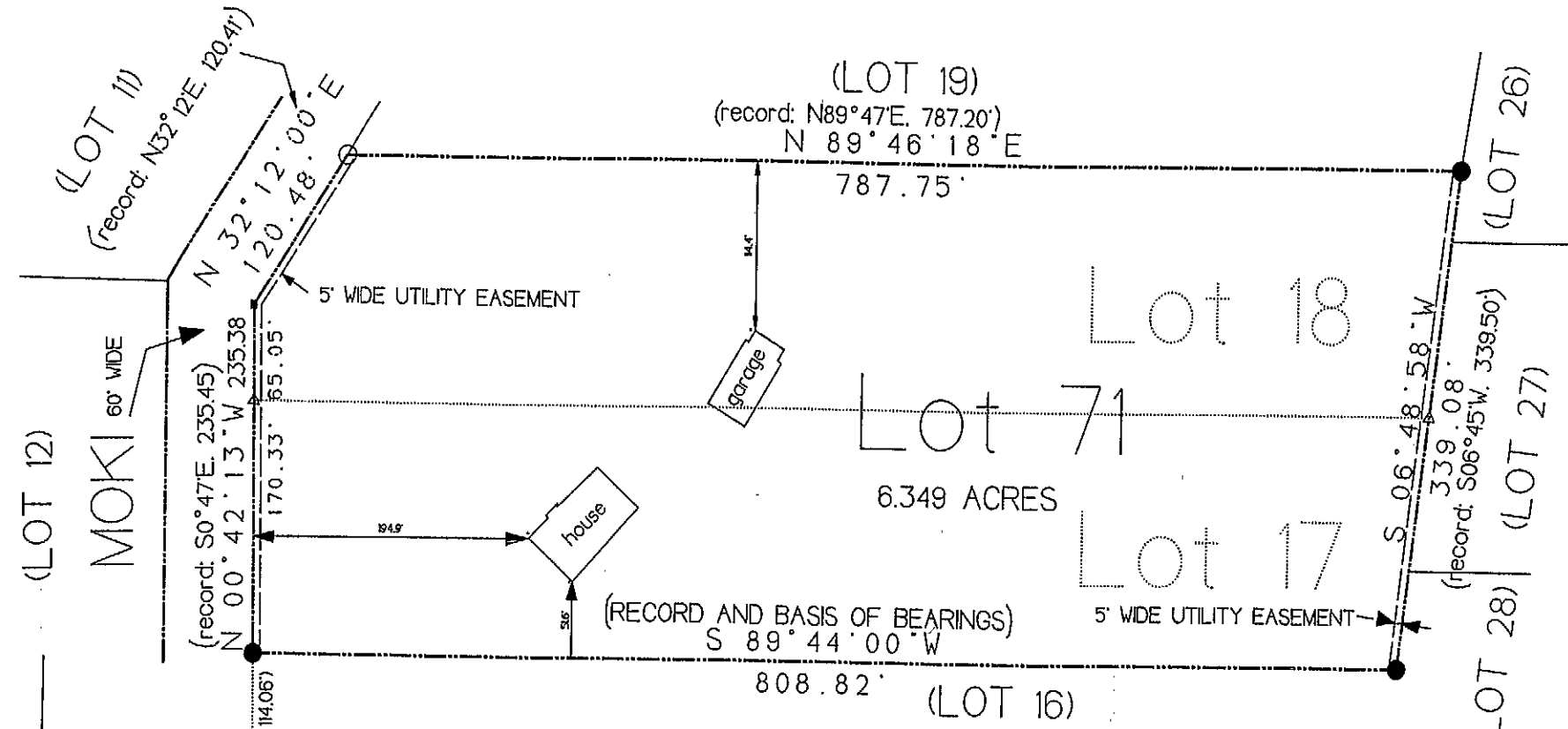
COUNTY PLANNER

INSPECTED AND APPROVED ON THIS _____ DAY OF April 2 1992.

James D. Anderson
COUNTY HEALTH OFFICER

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING, THIS 20th DAY OF April 1992.

Maureen Collins
COUNTY CLERK

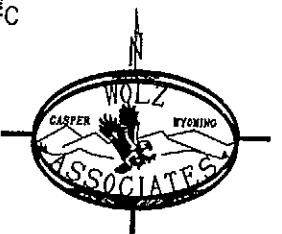
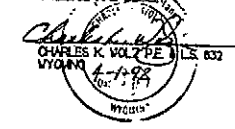


PLAT OF "INDIAN SPRINGS LOT 71"

scale: 1" = 50'

CERTIFICATE OF SURVEYOR:

STATE OF WYOMING ss
COUNTY OF NATRONA ss
I, CHARLES K. WOLZ, OF CASPER, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME AND CORRECTLY REPRESENTS AN ACTUAL SURVEY MADE BY ME ON JANUARY 28, 1992. THE BASIS OF BEARINGS IS THE SOUTH LINE OF LOT 17 AS IT APPEARS ON THE PLAT OF 'INDIAN SPRINGS' FILED OF RECORD IN THE NATRONA COUNTY COURT-HOUSE ON FEBRUARY 18, 1975, BOOK 257 PAGE 348. ALL DATA SHOWN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



LEGEND:

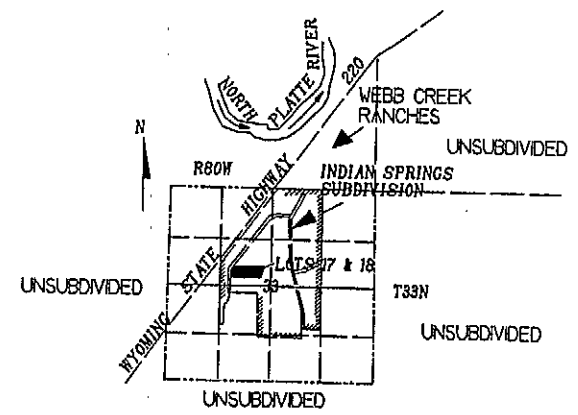
- FOUND 5/8" REBAR W/ AL. CAP. TO BE REPLACED W/ 3" BRASS CAP
- FOUND 5/8" REBAR. TO BE REPLACED W/ 3" BRASS CAP
- NO CORNER MONUMENT FOUND. 3" BRASS CAP TO BE PLACED
- △ FOUND 5/8" REBAR W/ AL. CAP.

NOTES:

ALL EASEMENTS, RESTRICTIONS, COVENANTS, AND NATRONA COUNTY REGULATIONS PERTINENT TO THE PLAT OF 'INDIAN SPRINGS' SUBDIVISION OF RECORD IN THE NATRONA COUNTY COURTHOUSE IN BOOK 257 PAGE 348, FILED FEBRUARY 18, 1975, SHALL GOVERN THIS SUBDIVISION.

THE CORNER MONUMENTS AS INDICATED ABOVE SHALL BE REPLACED IN THEIR EXACT LOCATION BY 3" BRASS CAPS AS REQUIRED BY LAW.

THE ERROR OF CLOSURE OF THE BOUNDARY EXCEEDS 1:50,000



vicinity map
1" = 2000'

Recorded November 12, 1974 at 10:55 O'Clock AM
In Book 62 of Misc. Page 451
No. 162517

John J. Tobin
County Clerk

DECLARATION OF RESTRICTIVE
AND
PROTECTIVE COVENANTS

INDIAN SPRINGS DEVELOPMENT CO., a Wyoming corporation, proprietor of Indian Springs Subdivision located in the County of Natrona, State of Wyoming, does hereby declare and establish the following restrictive and protective covenants running with the land and being for the benefit of every owner of said subdivision under and by virtue of the authority and retained rights as more particularly set forth in those certain instruments recorded in the records of Natrona County, Wyoming, in Book 253 of Deeds at page 515, Book 364 of Mortgages at page 495, and Book 254 of Deeds at page 376. This Declaration of Restrictive and Protective Covenants for Indian Springs Subdivision is attached to and made a part of said subdivision plat, the lots therein contained and the lands thereby described, to-wit:

Beginning at the northeasterly corner of said $W\frac{1}{2}E\frac{1}{2}$, Section 33 and also the parcel being described; thence along the northerly line thereof S. 89°50' W., 1220.3 feet to an intersection with and a point in the southeasterly right of way line of Wyoming State Highway No. 220; thence along said right of way line and the northwesterly line of said Parcel S. 34°43' W., 2480.8 feet to a point in and an intersection with the westerly line of said parcel and $E\frac{1}{2}W\frac{1}{2}$ Section 33; thence along said westerly line S. 0°07' E., 651.80 feet to a point which marks the southwest corner of the $E\frac{1}{2}NW\frac{1}{2}$ Section 33; thence continuing along the westerly line of said parcel and also said $E\frac{1}{2}W\frac{1}{2}$ Section 33, S. 0°47' E., 1055.78 feet to a point; thence leaving the west line of said $E\frac{1}{2}W\frac{1}{2}$, Section 33, N. 89°40' E., 214.15 feet to a point; thence N. 14°43' W., 266.26 feet to a point; thence N. 13°09' E., 309.85 feet to a point; thence N. 29°25' E., 150.00 feet to a point; thence N. 0°47' W., 120.00 feet to a point; thence N. 89°40' E., 820.50 feet to a point; thence S. 0°20' E., 1199.74 feet to a point; thence N. 89°40' E., 1031.21 feet to a point; thence N. 0°59' W., 217.96 feet to a point; thence N. 89°40' E., 511.45 feet to a point in the east line of said parcel and $W\frac{1}{2}E\frac{1}{2}$ Section 33; thence along said east line N. 0°59' W., 1246.62 feet to a point which marks the southeast corner of the $W\frac{1}{2}NE\frac{1}{2}$ Section 33; thence continuing along the easterly line of said parcel and $W\frac{1}{2}E\frac{1}{2}$ Section 33, N. 0°20' W., 2658.5 feet to the northeasterly corner thereof and the point of beginning, Natrona County, Wyoming. Said parcel as herein described contains 188.32 acres, more or less.

1. All numbered lots or parts thereof (hereinafter referred to as Premises) shown on the recorded plat of Indian Springs Subdivision shall be used solely by such owners and all persons claiming under any such owner for the construction of or placement upon, and occupancy of, single-family dwellings and residences; and not more than one such dwelling or residence shall be constructed or placed upon each lot for purposes of occupancy. For the purpose of these covenants, any of the Premises under one ownership, incorporating parts 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).

two adjoining lots, or all of one lot and a part or parts of adjoining lots, shall be deemed to be a single lot. Each such dwelling or residence shall be located in conformance with the terrain and constructed or placed so as to:

- (a) Contain, when completed, not less than 1100 square feet of usable living space, exclusive of any cellar or basement; provided, however that mobile homes having dimensions of 12 feet by 50 feet or more shall be allowed.
- (b) Be so situated that no portion thereof shall be closer than 50 feet from the front lot boundary, and the same distance from the side and rear boundary of the Premises. However, a written exception may be granted as hereinafter set forth when reasonably required by topography or other physical conditions.
- (c) Contain adequate provisions for water and sewage. Whenever community water or sewer systems may not be available, a preplanned and approved water and sewage system must be installed and maintained for each lot in full compliance with the rules, regulations and standards of the State of Wyoming and County of Natrona; approved as to location by the Control and Review Committee as hereinafter established and set forth in paragraph 9 hereof and accepted as adequate by the Department of Health of Natrona County, Wyoming.
- (d) Be adequately and safely wired for electricity in full compliance with all present and future requirements of the United States Electrical Contractors' Code, or, in the case of mobile homes, the standards code promulgated by the American National Standards Institute and identified as A.N.S.I., A-119.1, and all electric, telephone and other utility lines on the Premises shall be buried below the surface of the ground in adequate conduits (except such utility lines, if any, caused to be placed overhead by Indian Springs Development Co. to serve the subdivision).
- (e) Provide adequate offstreet parking for vehicles for the family occupying such Premises and their guests. No parking will be permitted within the right of way of streets or roadways within this subdivision.
- (f) Comply with the building policies and reasonable regulations established by the Indian Springs Owners' Association as hereinafter set forth, and no construction shall be commenced until all plans and specifications showing design and location have been submitted to the Indian Springs Subdivision Control and Review Committee and approved in writing by such committee.
- (g) All construction shall be completed externally within 12 months after commencement of construction. Expandable designs will be permitted when the complete design, showing all progressive stages of construction, is approved in writing by the Indian Springs Subdivision Control and Review Committee.

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2. No barbed wire fencing, tents, house trailers or other temporary living quarters or sheds or temporary buildings of any kind shall be moved onto, set up, constructed or allowed to remain on any of the Premises hereinafter conveyed, provided, however, temporary structures or shelters used during construction of a dwelling or other permitted building may be placed on the Premises temporarily and shall be removed immediately upon cessation of such construction, and in no event shall such structure remain on the Premises more than one year; and provided further, however, that nothing herein contained shall be construed to exclude mobile homes from being placed upon any lot included within the said Indian Springs Subdivision, so long as such mobile homes, and their placement, conform to all these Restrictive and Protective Covenants, including but not limited to the following:

- (a) No mobile home shall have dimensions measuring less than 12 feet by 50 feet.
- (b) Any mobile home may, and all double-wide types shall, be set upon permanent foundations which shall be approved of in advance by the Indian Springs Subdivision Control and Review Committee.
- (c) All mobile homes, other than the double-wide type, not set upon permanent foundations, shall be skirted with either cinder block or other suitable material which is harmonious with the mobile home, and which has been approved of in advance by the Indian Springs Subdivision Control and Review Committee; all such skirting shall be completed no later than thirty (30) days after the mobile home has been set upon a lot, or after receiving said approval, as the case may be.
- (d) All mobile homes not set upon permanent foundations shall be required to use tie-downs and hurricane straps approved by the Mobile Home Industry; said tie-downs and hurricane straps shall be completely installed not later than thirty (30) days after the mobile home has been set upon a lot.

3. As soon as weather permits after the external completion of each dwelling or residence, as herein contemplated, or, in the case of mobile homes, after the same has been placed upon a lot, the owner thereof shall cause the performance of any necessary grading and shall landscape and maintain the Premises in a slightly condition. Such landscaping shall be performed by the planting and maintenance of compatible grasses, trees, shrubs and other domestic plants in such amount that the cost thereof (including labor) shall be equal to not less than 2% of the cost of the dwelling, residence or mobile home when fully completed. All grading contouring or landscape design shall be done in such manner that it shall not stop, dam up, or otherwise impede the natural drainage of surface waters, springs or streams on or traversing the subdivision, unless permission to do so is first had and obtained in writing from the Indian Springs Control and Review Committee. Any fence installed across any natural drainage way, be it a defined water course or otherwise, shall be of a swing type in design so as to prevent restriction of water runoff in case of flooding.

4. No outdoor or unapproved incinerators, except for the burning of papers, shall be constructed, nor shall trash, garbage or rubbish be burned within this subdivision. In addition, the owner of each lot shall not permit the accumulation of weeds, brush, rubbish, junk or junk cars of any kind on the Premises or allow or permit the Premises to become unsightly, or the horses or pets (including fowl) to become a nuisance or an unreasonable annoyance to the other owners within the subdivision.

5. When horses are stabled or pets (including fowl) are kept, the owner or keepers thereof shall provide a proper shelter and keep the same contained; and the entire Premises shall be kept in a clean, sanitary and sightly manner at all times. In the event of any disagreement or controversy arising as to the standards applicable to this provision, the same shall be set and/or determined by the Natrona County Health Officer or his designee.

6. All other improvements built or installed upon any Premises within this subdivision, including but not limited to garages, barns or animal shelters, arbors, summer houses or other permanent or temporary structures of any kind, gates, fences, walls, railings and artifacts, shall be approved in writing for aesthetic harmony and location by the Indian Springs Control and Review Committee prior to construction or installation. No such improvement shall be built or installed upon any area located in a flood plain, regardless of whether such area be officially designated as a flood plain zone or not.

7. No owner of the Premises hereinafter conveyed shall or will manufacture or sell or cause or permit to be manufactured or sold on any or any portion of the Premises conveyed any goods or merchandise of any kind or use said Premises for any commercial or business purpose nor use the same for a boarding or rooming house or trade of any kind, except for the performance of professional services by a professional person within the dwelling, but only when such exception shall be permitted in writing by the Indian Springs Control and Review Committee.

8. There is hereby reserved to Indian Springs Development Co. and its successors in interest, in all streets, alleys and other ways, and across all lots and parcels of land in said subdivision, an easement and right of way not exceeding 15 feet in width for installation, reinstallation and maintenance of electric, gas, telephone, sanitary sewer, storm sewer, water and other utility lines on, under, over and serving all or any portion of this subdivision, together with the right of ingress and egress thereto and therefrom for all necessary purposes in connection therewith, which said rights and easements may be exercised by said Indian Springs Development Co., its agents or the agents of any public utility, and the same may be assigned or conveyed to any organized utility company. Also reserving to Indian Springs Development Co. and its successors in interest the sole right to legislate or grant consents or install any improvements such as storm sewers, sanitary sewers, water mains, street curbing or paving in and upon any or all of the streets, alleys and other ways existing or hereafter created for the mutual benefit of all owners and the right at all times to grant consents or petition the proper authorities for the installation of any and all improvements, which in the opinion of the Control and Review Committee, are necessary for the proper development of Indian Springs Subdivision.

9. There is hereby established an Owners' Association, and each lot owner (as defined in paragraph 2(b) hereof) is and shall be a member thereof. The association will be controlled by such owners on a one-lot/one-vote basis, and there is also hereby established a maintenance-improvement fund, and said association shall have the right to assess the lot owners in the amount that it deems proper for such fund but not to exceed the sum of \$100 per lot or fraction thereof in the year 1974 and a sum not to exceed \$200 for each of the years 1975, 1976, 1977 and 1978 and further, that any assessments as levied each year shall be and become a lien without filing of suit or legal proceeding to establish such lien on any Premises if such amount is not paid within 60 days after written notice that such assessment is due. The Board of Directors shall appoint a

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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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Control and Review Committee which shall have the power to interpret and enforce the covenants and charges set forth in this Declaration, and, in addition, any person having any right, title or interest in or to any of the Premises in said subdivision shall have the right to take action, including an action at law or in equity to enforce these covenants or to protect the future owners hereunder by any lawful means and in any lawful manner. If the employment of an attorney shall become necessary for the interpretation or enforcement of these covenants or to protect the interest of the lot owners in this subdivision, or to defend these covenants, it shall be proper for the Control and Review Committee to authorize disbursements from the association's maintenance-improvement fund for such purpose.

10. The restrictive and protective covenants herein contained are mutually accepted and entered into by, between and among all purchasers and owners of the Premises within the Indian Springs Subdivision and shall be covenants running with the land intended to be affected thereby and not as conditions, and the same shall become a part of any deed or other legal or equitable conveyance of the same and shall bind and shall also inure to the benefit of all owners and all persons claiming under them, their heirs, personal representatives, successors and assigns for a period of 30 years from the date hereof, and at which time said covenants shall be automatically extended for successive periods of 10 years each unless by a vote of the majority of the then owners of the Premises it is agreed to change the said covenants, in whole or in part.

11. Until such time as the Owners' Association is organized and for the purpose of implementing and enforcing all of the provisions of this Declaration during such interim period, there is hereby appointed as the Control and Review Committee Edward W. Ericksen, Sharon Brandt and Phyllis Proctor to serve as such committee until such time as the Owners' Association shall appoint their successors.

DATED this 1st day of November, 1974.

ATTEST:

INDIAN SPRINGS DEVELOPMENT CO.

Larry L. Proctor, Secretary

By Phyllis C. Proctor, President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Phyllis Proctor, President, and Larry L. Proctor, Secretary, of Indian Springs Development Co., a Wyoming corporation, this 1st day of November, 1974.

Witness my hand and official seal.

Ronald A. Kastanek, Notary Public

My Commission Expires: Oct. 2, 1977