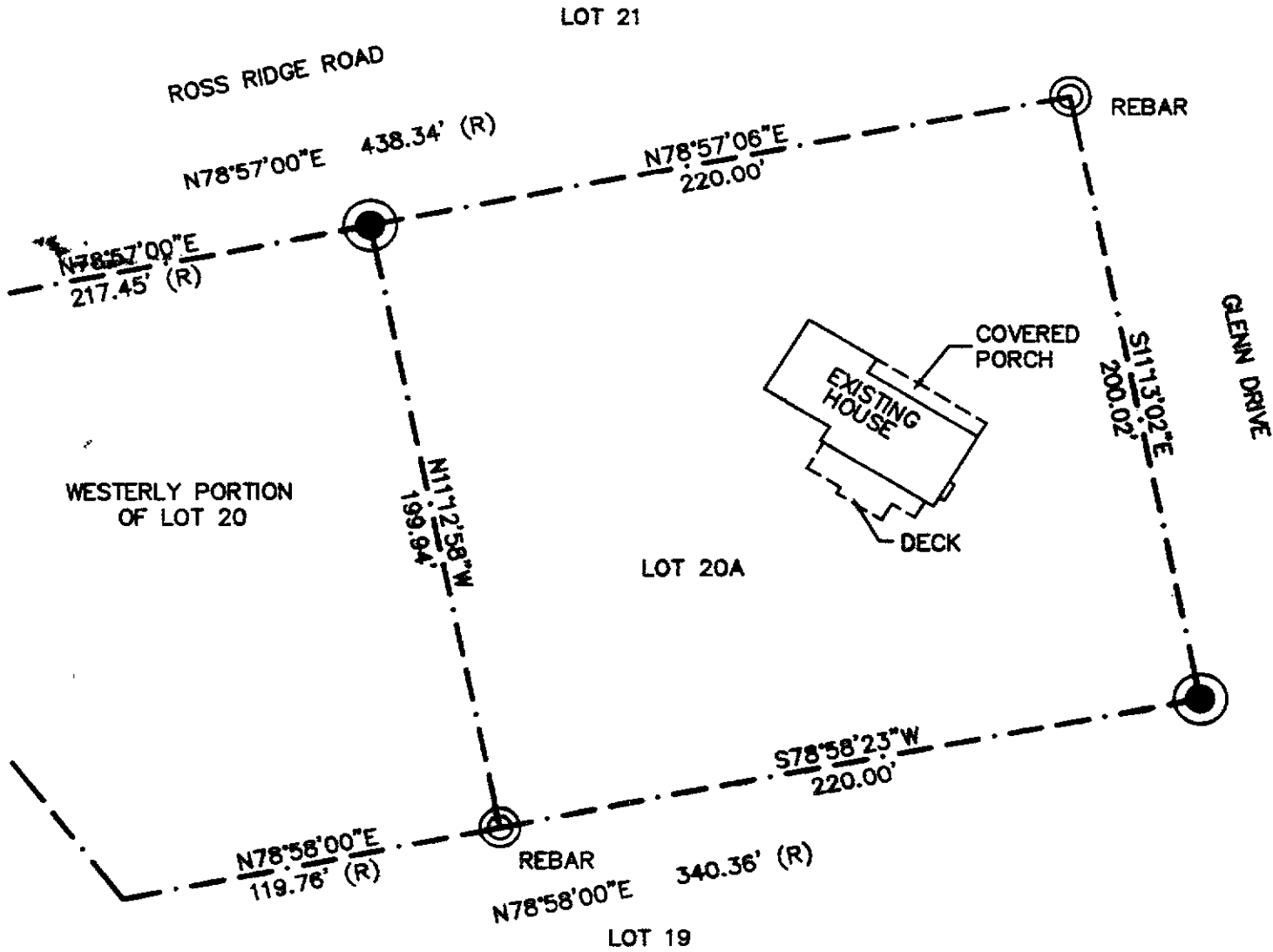


224/641

JADE HILLS SUBDIVISION LOT SPLIT

THE EASTERLY PORTION OF LOT 20 AS LOT 20A



641881

NATRONA CO. CLERK, WY
MARY ANN COLLINS
RECORDED

99 SEP 14 PM 3 40



Scale:
1"=50'

- LEGEND**
- SET BRASS CAP
 - SET MONUMENT 5/8" REBAR & ALUMINUM CAP
 - FOUND MONUMENT AS NOTED

CERTIFICATE OF LOT SPLIT APPROVAL

STATE OF WYOMING }
COUNTY OF NATRONA } SS

I do hereby certify that this lot split has been examined by me and found to comply with the regulations for Natrona County, Wyoming, and is therefore approved for filing.

SEC KILPAT
County Planner
Date: MAY 24, '99

CR. [Signature]
County Surveyor
Date: 7-09-99

[Signature]
County Health Officer
Date: 7-2-99

KNOW ALL MEN BY THESE PRESENTS, I, William R. Fehringer do hereby certify that I prepared this plat from an actual and accurate survey of the land on April 13, 1999 under my direct supervision, in accordance with the Subdivision Regulations of Natrona County.



RECORDED Apr. 22 1957 BY J. J. JOHNSON
IN BOOK 51 OF Maps, Page 25
L. O. K. MOORE
NO. 83571 COUNTY CLERK

EXHIBIT A TO PLAT AND DEDICATION OF JADE HILLS
a subdivision of the NE $\frac{1}{4}$ and W $\frac{1}{4}$ SE $\frac{1}{4}$ of Section
27, T. 33 N., R. 80 W., and a portion of the
S $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 22, T. 33 N., R. 80 W.,
MONTANA COUNTY, WYOMING

The following covenants shall become covenants in any deed or other legal or equitable conveyance of the following described lands, to-wit:

Township 33 North, Range 80 West, 6th P.M.
Section 22: Part of S $\frac{1}{4}$ SE $\frac{1}{4}$
Section 27: NE $\frac{1}{4}$; W $\frac{1}{4}$ SE $\frac{1}{4}$

as the same have been subdivided by the plat to which these covenants are attached as an exhibit, and any lot, part or parcel thereof, such that the same shall be covenants running with the land, to-wit:

1. All numbered lots on the plat to which this is attached shall be used solely for the construction and occupancy of single family dwellings and residences, and not more than one such dwelling shall be constructed or occupied on each lot. Each such dwelling so constructed shall:

- (a) Contain, when completed, not less than 1400 square feet of useable living space, exclusive of any cellar or basement.
- (b) Be so situated on a lot so that no portion thereof shall be closer than 25 feet from the street or roadway boundary, and the same distance from each side boundary; provided, however, an exception may be granted by the Planning Committee when required by topography or other physical conditions.
- (c) Contain adequate provisions for sewage, and where a community sanitary sewer system is not available, an adequate, accepted sewage system must be installed for each lot and it shall comply with the rules, regulations and standards required by the state and local departments of health. In addition, all plumbing installations shall comply with the Western Plumbing Code and such compliance shall be certified and approved upon the inspection of a

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recognized plumbing inspector.

(d) Be adequately wired for electricity in full compliance with the requirements of the United States Electrical Contractors' Code, and all electric, telephone and other utility lines shall be buried below the surface of the ground in adequate conduits.

(e) Comply with community policies and building codes established by the Planning Committee, as hereinafter set forth, and such plans for construction shall be approved by said Planning Committee for aesthetic harmony and location.

(f) Provide adequate off street parking for vehicles of the family occupying such lot and their guests. No parking will be permitted within the right of way of streets or roads within this subdivision.

(g) Be completed externally within twelve (12) months after commencement of construction. Expandable designs will be permitted when the complete design, showing all progressive stages of construction, has been approved by the Planning Committee.

2. No poultry, fowl, wild animals or livestock, except not more than four (4) ordinary domestic house pets, may be kept by any household, and except that each owner of any lot containing at least two acres may keep one saddle horse or pony and one additional saddle horse or pony for each acre by which the area of his lot exceeds two acres. When horses and other domestic house pets are kept as above permitted, the owner or owners thereof shall provide proper shelter therefor, keep the same contained, and the entire premises shall be kept clean and sanitary at all times. In addition, the owner of each lot shall not permit the accumulation of weeds, brush, rubbish, or junk of any kind, or allow or permit said premises, or the animals thereon, to become a nuisance or offensive or to the annoyance of the other owners within the subdivision. All garbage containers shall be

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completely enclosed and covered at all times.

3. No tents, house trailers or other temporary living quarters, or shed or temporary building of any kind shall be moved on, set up or built on any lot; provided, however, that temporary sheds or shelters erected by building contractors or builders of residences shall be permitted during the period of construction of a residence or other permitted building, but in no event for a period longer than one year.

4. As soon as weather permits after completion of each dwelling, as herein contemplated, the owner thereof shall landscape his lot and premises by the performance of necessary grading, the planting of compatible grasses, trees, shrubs and other domestic plants in such amount that the cost thereof, including labor, shall equal not less than two percent of the cost of construction of the completed dwelling. No grading or contouring will be permitted which will stop, dam up or otherwise direct or interfere with the natural drainage of surface waters.

5. 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.

6. All other improvements built or installed upon any premises within this subdivision, including but not limited to garages, gates, fences, barns or animal shelters, arbors, summerhouses or other permanent or temporary structures of any kind shall be approved by the Planning Committee prior to construction or installation.

7. No lot, parcel or area within said subdivision shall be used for manufacturing, commercial or business purposes, nor for a boarding or rooming house, or trade of any kind except for the performance of professional services by a professional man within his

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residence, but only when such exception shall be permitted by the Planning Committee.

8. This subdivision shall be a wildlife refuge and no hunting, trapping or shooting shall be permitted therein, except that the Planning Committee may in its sole discretion designate and regulate the use of an area therein as a target range.

9. There is hereby reserved 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 ten feet in width, for subterranean installation of electric, gas, telephons, sanitary sewer, storm sewer, water and other utility lines serving all or any portion of this subdivision, which rights and easements may be assigned or conveyed to any recognized utility company.

10. The covenants and restrictions herein contained are mutual considerations accepted and entered into by and among all purchasers and owners of lots or parcels within this subdivision and shall be covenants running with the land, binding upon the dedicators of this subdivision and all purchasers and owners of lots and parcels herein, and upon their heirs, personal representatives, successors and assigns for a period of time ending April 15, 1990.

11. Unless amended by a vote of the majority of the owners of the lots in this subdivision, the Planning Committee shall consist of three members who shall be owners of a lot or lots in this subdivision. The first such Planning Committee shall consist of Russell Sage, whose term shall be for three years, Barbara L. Sage, whose term shall be for two years, and John W. Barnall, whose term shall be for one year, each such term to commence March 15, 1969. On March 15, 1970, and annually thereafter, the then owners of lots in this subdivision shall, in a general meeting called for that purpose,

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nominate and elect a successor for the person whose term on the Planning Committee then expires, and a person to fill the unexpired term of any member for which a vacancy exists. The term of each such person so elected at such annual meeting shall be for a period of three years and until his successor is elected and qualified, or for the balance of the term of office of the former member whose position has been vacated. Removal from the subdivision, death or resignation of any member shall create a vacancy in the committee, which vacancy shall be filled until the next annual meeting of owners by the concurrence of the remaining members of the committee. Any member may be reelected and may succeed himself. Each lot in the subdivision shall have one vote in each annual election, the same to be cast by the owners thereof, or their agent or proxy duly appointed.

Executed and effective as of the date shown upon the plat and dedication to which this is attached as an exhibit.

ALCOVA ACRES INVESTMENT COMPANY



Secretary

Manager

28

Instrument was acknowledged before me this _____

the 2nd day of February, 1969.

Witness my hand and notarial seal.

Robert C. Bince
Notary Public

My commission expires:

My Commission Expires June 28, 1971

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RECORDED AUGUST 7, 1970
IN BOOK 55 of MISC., PAGE 82
NO. 103808 LOU K. MUSSER
 COUNTY CLERK

EXHIBIT A TO PLAT AND DEDICATION OF JADE HILLS, A Subdivision of the NE $\frac{1}{4}$ AND N $\frac{1}{2}$ SE $\frac{1}{4}$ OF SECTION 27, T. 33 N., R. 80 W., and a portion of the S $\frac{1}{2}$ SE $\frac{1}{4}$ OF SECTION 22, T. 33 N., R. 80 W., NATRONA COUNTY, WYOMING.

The following covenants shall become covenants in any deed or other legal or equitable conveyance of the following described lands, to-wit:

TOWNSHIP 33 NORTH, RANGE 80 WEST, 6TH P.M.

SECTION 22: PART OF S $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 27: NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$

as the same have been subdivided by the plat to which these covenants are attached as an exhibit, and any lot, part or parcel thereof, such that the same shall be covenants running with the land, to-wit:

1. All numbered lots on the plat to which this is attached shall be used solely for the construction and occupancy of single family dwellings and residence, and not more than one such dwelling shall be constructed or occupied on each lot, excepting such lots as Alcova Acres Investment Company divides, prior to conveying. Each such dwelling so constructed shall:

(a) Contain, when completed, not less than 1250 square feet of useable living space, exclusive of any cellar or basement.

(b) Be so situated on a lot so that no portion thereof shall be closer than 25 feet from the street or roadway boundary, and the same distance from each side boundary provided, however, an exception may be granted by Alcova Acres Investment Company when required by topography or other physical conditions.

(c) Contain adequate provisions for sewage, and where a community sewer system is not available, an adequate, accepted sewage system must be installed for each lot and it shall comply with the rules, regulations and standards required by the state and local departments of health. In addition, all plumbing installations shall comply with the Western Plumbing Code and such compliance shall be certified and approved upon the inspection of a recognized plumbing inspector.

(d) Be adequately wired for electricity in full compliance with the requirements of the United States Electrical Contractors' Code, and all electric, telephone and other utility lines shall be buried below the surface of the ground in adequate conduits.

(e) Comply with community policies and building codes established by Alcova Acres Investment Company, as hereinafter set forth, and such plans for construction shall be approved by said Alcova Acres Investment Company for aesthetic harmony and location.

(f) Provide adequate off street parking for vehicles of the family occupying such lot and their guests. No parking will be permitted within the right of way of streets or roads within this subdivision.

(g) Be completed externally within Twelve (12) months after commencement of construction. Expandable designs will be permitted when the complete design, showing all progressive stages of construction, has been approved by the Alcova Acres Investment Company.

2. When horses are stabled and other pets are kept, the owner or owners thereof shall provide proper shelter therefor, keep the same contained, and the entire premises shall be kept clean and sanitary at all times. In the event a controversy should arise, the results shall be determined by the Natrona County Health Officer. In addition, the owner of each lot shall not permit the accumulation of weeds, brush, rubbish, or junk of any kind, or allow or permit said premises, or the animals thereon, to become a nuisance or offensive or to the annoyance of the other owners within the subdivision. All garbage containers shall be completely enclosed and covered at all times.

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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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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).

3. No tents, house trailers or other temporary living quarters, or shed or temporary building of any kind shall be moved on, set up or built on any lot; provided, however, that the temporary sheds or shelters erected by building contractors or builders of residences shall be permitted during the period of construction of a residence or other permitted building, but in no event for a period longer than one year.

4. As soon as weather permits after completion of each dwelling, as herein contemplated, the owner thereof shall landscape his lot and premises by the performance of necessary grading, the planting of compatible grasses, trees, shrubs and other domestic plants in such amount that the cost thereof, including labor, shall equal not less than two percent of the cost of construction of the completed dwelling. No grading or contouring will be permitted which will stop, dam up or otherwise direct or interfere with the natural drainage of surface waters.

5. 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.

6. All other improvements built or installed upon any premises within this subdivision, including but not limited to garages, gates, fences, barns or animal shelters, arbors, summerhouses or other permanent or temporary structures of any kind shall be approved by the Alcova Acres Investment Company prior to construction or installation.

7. No lot, parcel or area within said subdivision shall be used for manufacturing, commercial or business purposes, nor for a boarding or rooming house, or trade of any kind except for the performance of professional services by a professional man within his residence, but only when such exception shall be permitted by the Alcova Acres Investment Company.

8. This subdivision shall be a wildlife refuge and no hunting, trapping or shooting shall be permitted therein, except that the Alcova Acres Investment Company may in its sole discretion designate and regulate the use of an area therein as a target range.

9. There is hereby reserved 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 ten feet in width, for subterranean installation of electric, gas, telephone, sanitary sewer, storm sewer, water and other utility lines serving all or any portion of this subdivision, which rights and easements may be assigned or conveyed to any recognized utility company.

10. The covenants and restrictions, herein contained, are mutual considerations accepted and entered into by and among all purchasers and owners of lots or parcels within this subdivision and shall be covenants running with the land, binding upon the dedicators of this subdivision and all purchasers and owners of lots and parcels herein, and upon their heirs, personal representatives, successors and assigns for a period of time ending April 15, 1990.

These covenants and all changes thereto will supersede those certain covenants recorded April 22, 1969, in Book 53 Miscellaneous, Page 25

SIGNED AS OWNERS OF LOT 4:
JOHN W. DARNALL, HELEN M. DARNALL
ATTEST: HELEN M. DARNALL, Secretary
ALCOVA ACRES INVESTMENT COMPANY (CORPORATE SEAL AFFIXED)
A Wyoming Corporation

By: John W. Darnall, President
ACKNOWLEDGED JULY 27, 1970 BEFORE W. H. KROMER, A NOTARY PUBLIC IN NATRONA COUNTY, STATE OF WYOMING. (NOTARY SEAL AFFIXED)