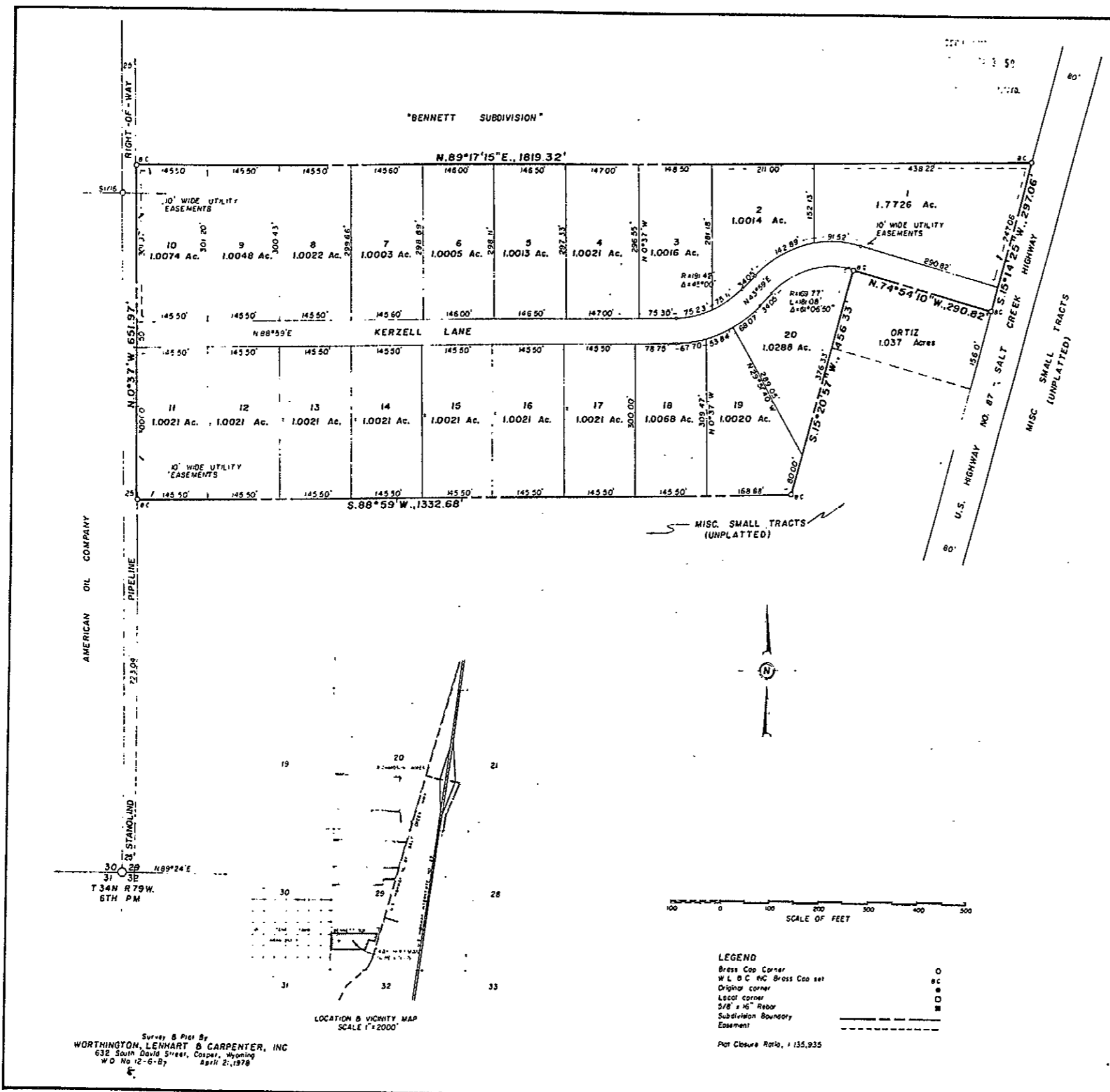


287/60

KAY HOFFMAN SUB. NO. 1112  
REC'D NO. 22306  
RECORDED 7/10/78  
BOOK 209 PAGE C52

1114



"KAY HOFFMAN SUBDIVISION"  
A SUBDIVISION OF PORTIONS OF  
THE SW1/4, SECTION 29  
TOWNSHIP 34 NORTH, RANGE 79 WEST  
SIXTH PRINCIPAL MERIDIAN  
NATRONA COUNTY, WYOMING

SCALE: 1"=100'  
CERTIFICATE OF DEDICATION

KERZELL REED HOFFMAN, an individual, hereby certifies that she is the owner and proprietor of the lands included in the foregoing subdivision of a portion of the SW1/4, Section 29, Township 34 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and that this platting is with the free consent and in accordance with desires of the undersigned owner and proprietor of said lands which are more particularly set forth by metes and bounds description as follows, to wit:

Commencing at the southwest corner of said Section 29, thence along the southerly line thereof, N 89° 24' E, 25.00 feet to a point and also the easterly line of a 25 feet wide Stagnating Pipeline right-of-way, thence along said right-of-way line and parallel to the westerly line of said Section 29, N 0° 37' W, 723.04 feet to the southwest corner of the Parcel being described and the Point of Beginning.

Thence from said Point of Beginning and continuing N 0° 37' W, and parallel to the westerly line of said Section 29 and along the westerly line of the Parcel being described, 551.97 feet to a point and northwest corner of said Parcel, thence leaving said Pipeline right-of-way and along the northerly line of said Parcel, N 89° 17' 15" E, 1819.32 feet to the northeast corner of said Parcel and a point in the westerly right-of-way line of 80 feet U.S. Highway No. 87E (Old Salt Creek Highway), thence along the westerly right-of-way line of said Highway and the easterly line of said Parcel, S 15° 14' 25" W, 297.06 feet to an angle point in the easterly line of said Parcel, thence leaving said right-of-way line, N 74° 54' 10" W, 290.82 feet to a point, thence S 15° 20' 57" W, 456.33 feet to a point and southeast corner of said Parcel, thence along the southerly line of said Parcel, S 88° 24' W, 332.68 feet to a point and southwesterly corner of said Parcel and also the Point of Beginning, and containing 22.0122 Acres, more or less.

and as appears on this plat shall be known as "KAY HOFFMAN SUBDIVISION," Natrona County, Wyoming, KERZELL LANE, a 50 feet wide private roadway is hereby dedicated to the use of the residents of the subdivision. The undersigned owner and proprietor of the Lands included in this plat hereby waives and releases any rights she may have therein by virtue of the homestead exemption laws of the State of Wyoming.

Dated at Casper, Wyoming this 26th day of MAY, 1978

ACKNOWLEDGEMENT

STATE OF WYOMING }  
COUNTY OF NATRONA }

The foregoing instrument was acknowledged in my presence and sworn to before me by Kerzell Reed Hoffman, this 26th day of May, 1978.

Given under my hand and notarial seal  
My Commission expires January 13, 1979

*Excelle Perry*  
NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }  
COUNTY OF NATRONA }

I, Maynard Johnson of Casper, Wyoming hereby certify that this plat was prepared from notes taken during an actual survey made by me on December 15, 1977 and that such plat correctly represents such survey and is true and correct to the best of my knowledge and belief, all lot corners are well and accurately marked, all dimensions are expressed in feet and decimals thereof and courses referred to the true meridian.

Wyoming Registration No. 510, Land Surveyor *Maynard Johnson*  
I have examined this plat and sworn to before me this 31st day of MAY, 1978.

*John R. Egan*  
COUNTY CLERK

APPROVALS

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF NATRONA COUNTY, WYOMING, by Resolution duly passed on the 14th day of July, 1978.

ATTEST *John R. Egan* COUNTY CLERK

INSPECTED AND APPROVED on the 14th day of July, 1978 *F. C. Clark* COUNTY PLANNER

INSPECTED AND APPROVED on the 23rd day of JUNE, 1978 *L. Huber* COUNTY SUPERVISOR

INSPECTED AND APPROVED on the 17th day of May, 1978 *Frank J. Johnson* COUNTY ENGINEER

Filed for Record in the Office of the County Clerk of Natrona County, Wyoming this 18th day of May, 1978.

REMARKS

The County of Natrona, Wyoming assumes no responsibility for construction or maintenance of Roads or Streets by virtue of this Platting and Dedication.

No public sewers or sewage disposal systems are provided by the developer.

A public water and distribution system is provided Wardwell Water & Sewer District, Natrona County, Wyoming.

Survey & Plat By  
WORTHINGTON, LEMHART & CARPENTER, INC  
632 South David Street, Casper, Wyoming  
W O No 12-6-B7 April 2, 1978

DECLARATION, COVENANTS, CONDITIONS  
AND RESTRICTIONS  
KAY HOFFMAN SUBDIVISION

THAT KAY HOFFMAN, aka KERZELL M. REED, aka KERZELL REED  
HOFFMAN, the Declarant (hereinafter referred to as Landowner) is  
the owner of all that certain real property situate in Natrona  
County, State of Wyoming, known and described as Kay Hoffman  
Subdivision of Natrona County, Wyoming (as more particularly des-  
cribed on Exhibit "A" attached) shown on the plat and dedication  
thereof duly recorded in the office of the County Clerk of Natrona  
County, State of Wyoming, in Book 289 of Deeds at  
page 652; and

FOR AND IN CONSIDERATION of the premises, said Landowner  
hereby, and by these presents does make, publish, declare and  
impose upon all of the real property within said subdivision the  
following conditions, restrictions, stipulations, agreements and  
covenants governing the development and use thereof, and does  
hereby declare that the same shall be and hereby are covenants  
running with all of said real property; and shall be binding upon  
the undersigned and all persons claiming through or under her from  
and after the first lot sale therein, and shall be for the benefit  
of, and shall limit and restrict all future owners of lots within  
this Subdivision as follows, to-wit:

ARTICLE I  
DEFINITIONS

1. Kay Hoffman Subdivision: The words "Kay Hoffman Sub-  
division" as used in this instrument shall mean all of the land  
included within the boundaries of this Subdivision.
2. Lots: All of the subdivision Lots designated on said  
recorded plat of this Subdivision or any portion thereof individually  
owned.

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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).

3. Association: Shall mean and refer to Kay Hoffman Subdivision Association.

4. Owner: Shall mean and refer to the record title owner, whether one or more persons or entities, of a fee simple title to any lot within the Subdivision, including contracting buyers, but excluding those having such interest as security for the performance of an obligation.

5. Common Area: All property or interests owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot and which shall be and hereby is conveyed by Landowner to the Association at the time of sale (by contract or otherwise) of said first lot, is described as follows:

Roads or thoroughfares as shown on the Subdivision plat for the sole purpose of maintaining, improving and providing access, and ingress and egress to all lots, ditches and easements for maintenance and improvements.

ARTICLE II

KAY HOFFMAN SUBDIVISION OWNERS' ASSOCIATION

Membership: Any person, corporation or association who owns or acquires title in fee to any lot in said Subdivision shall (automatically) be and become a member of the Association.

ARTICLE III

PROPERTY RIGHTS

1. Owners' Easements of Enjoyment: Every owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every lot in the Subdivision, subject to the following:

- (a) The right of the Association to charge reasonable fees for maintenance of the Common Area or any part thereof.
- (b) The right of the Association to suspend use of the Common Area, by an owner for any period during

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which any assessment against the owner's lot is due and unpaid.

- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, utility or the like, upon such conditions as its Board of Directors may determine; provided, however, no such dedication or transfer shall be effective unless a resolution has been adopted by two-thirds of each class of members who cast votes in person or by proxy at a meeting duly called for such purpose.

2. Delegation of Use: Any owner, including contracting buyers, may delegate any of his right of enjoyment to the Common Area to his tenants, invitees, customers or guests.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

1. Every record title owner of a fee simple title to any lot within the Subdivision shall be a member of the Association (hereafter in this Article referred to as "such owner(s)"). Membership shall be appurtenant to and may not be separated from record title ownership of any lot which is subject to assessment.

2. The Association shall have two classes of voting membership:

Class A. Class A members shall be any such owner with the exception of Landowner and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members; provided, however, there shall exist only one vote for each lot which vote shall be exercised by the majority of such owners of the lot.

Class B. Class B members shall be Landowner who shall be entitled to two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership (i.e. one vote for each lot so owned) on the happening of either of the following events, whichever first occurs:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on the 1st day of January, 1982; or
- (c) in the event that Landowner retains lots within the subdivision for development purposes, each such lot, when development is completed, will obtain Class A status if such development occurs before 1982.

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## ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS1. Creation of a Lien and Personal Obligation ofAssessments:

Landowner hereby covenants, and all subsequent owners of each lot, his heirs, successors and assigns, by acceptance of deed or execution of contract to purchase, and whether or not expressed in such deed or contract, does hereby, and is deemed to covenant and agree to pay the Association:

- (1) annual assessments or charges, and
- (2) special assessments for capital improvements;

such assessments to be established and collected as hereinafter provided. Any annual and special assessments, together with interest from due date, costs and reasonable attorney's fees for collection, shall constitute a charge on each lot and shall be a continuing lien thereon (being deemed to be each lot shown on the original Subdivision plat) against which each such assessment is made. Payment of each such assessment, together with interest from due date, costs and reasonable attorney's fees for collection, shall be the personal obligation of the owner of the lot. The personal obligation for delinquent assessments shall not pass to such owner's successor in title unless expressly assumed, however, the lien created, in any event, shall continue and be a charge against said lot.

2. Purpose of Assessment: Any assessment levied by the Association shall be used exclusively to maintain, repair, or rebuild roads, drainage ditches and easements.

3. Maximum Annual Assessment: Until such time as Fifty Percent (50%) of the lots in the Subdivision shall be either conveyed, contracted for or otherwise sold by Landowner, she shall bear all costs of road maintenance.

- (a) From and after such time, the maximum annual assessment will be \$100.00 per acre per year and may be increased each year not more than 6% above the maximum assessment for the previous year without a vote of the membership.

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- (b) From and after such time, the maximum annual assessment may be increased above 6% by a vote of two-thirds (2/3) of each class of members who may cast votes in person or by proxy at a meeting duly called for this purpose.
- (c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

4. Special Assessments for Capital Improvements: In

addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in or upon the Common Area.

5. Notice and Quorum for Any Action Authorized Under Paragraphs 1, 2, 3 and 4 of This Article: Written notice of any

meeting called for the purpose of taking any assessment action authorized under Paragraph 1, 2, 3 or 4 above, shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or their proxies entitled to cast sixty percent (60%) of all of the votes of each class of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall then be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the meeting originally called for such purpose.

6. Uniform Rate of Assessment: Both annual and special assessments shall be fixed at a uniform rate (except as hereinafter provided) for all lots and may be collected on a monthly basis or such other basis as set by the Board of Directors of the Association. It is further provided that the assessment for all lots owned by Landowner upon which no privately owned improvements have been constructed shall be fixed at no more than one-half (1/2) of the assessment rate for other lots until January 1, 1982.

7. Date of Commencement of Annual Assessments: The first annual assessment shall be adjusted according to the number of

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months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period (which unless changed by the Board of Directors shall commence on the 1st day of each calendar year); provided, however, failure of the Board of Directors to fix an assessment within the time provided therefor shall not preclude the Board from thereafter fixing an assessment for any annual assessment period. Written notice of such annual assessment shall be mailed to every owner subject thereto at least thirty (30) days prior to the first such payment due date. The due date(s) shall be established by the Board of Directors of the Association and it shall, upon demand of any owner or person so authorized by the owner, and for a reasonable charge, furnish a certificate signed in behalf of the Association setting forth whether the assessments on a specified lot have been paid.

8. Effect of Non-payment of Assessment: Remedies of the Association: Any assessment or installments thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. The Association may, in its name and at its option, bring an action at law against the owner obligated to pay the same, and/or foreclose its lien. No owner may waive or otherwise escape liability for payment of any assessment provided for herein by non-use of the common area or abandonment of his lot.

9. Subordination of Lien to Mortgage: The lien of any assessment provided for herein shall be and is hereby declared subordinate to the lien of any first mortgage holder. Sale or transfer of any lot shall not affect such assessment lien. However, a transfer of any lot pursuant to mortgage foreclosure or proceeding in lieu thereof shall extinguish the lien of any such assessment due or becoming due prior to such transfer; but such lot shall not be relieved from liability for any assessment thereafter becoming due or the lien therefor.

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## ARTICLE VI

GENERAL RESTRICTIONS ON ALL LOTS IN SUBDIVISION

Zoning Regulations: No lot or any part of the Subdivision shall be occupied, used by or for any structure or purpose which is contrary to the zoning regulations of Natrona County, Wyoming.

## ARTICLE VII

SUBDIVISION RESTRICTIONS

1. Maintenance: The following conditions, limitations and restrictions shall govern the maintenance and use of each lot in this Subdivision:

- (a) Fencing shall be kept clean and clear of weeds, trash and debris and by each owner of each lot.
- (b) Noxious weeds shall not be permitted to exist on any lot or flourish unchecked and diligent action toward their eradication must be taken by owner upon discovery or notice of their existence.
- (c) Uncontrolled growth of weeds or brush or the accumulation of trash and debris along the roadway shall not be permitted; each owner shall have the duty of controlling such condition with respect to the roadway abutting his lot.
- (d) Drainage ditches shall be kept clear, open and in good condition at all times by the owner of each lot upon which the same is located when use of any said ditch for any purpose shall be desirable. The opening and maintaining of such ditches shall be the duty of each owner and for the benefit of his lot and the lots of other owners served thereby.
- (e) Garbage, rubbish or trash resulting from use of each lot shall not be permitted to accumulate and shall be disposed of or removed by each lot owner with reasonable promptness and in a manner consonant with good sanitation practices.
- (f) No conditions which constitute or create a nuisance or an unreasonable annoyance to other property owners in the subdivision shall be created or permitted to exist.
- (g) No junk yards or any uses inconsistent with the Land Use Classification of this Subdivision as defined and set forth in Resolution Number 38-172 of the Board of Commissioners of Natrona County, Wyoming, adopted September 15, 1972, and filed on April 22, 1975 (File No. 169021) in the office of the County Clerk, Natrona County, Wyoming, shall be permitted to exist.

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- (h) Owner shall, within a reasonable time following commencement of any improvements by him and at his own expense, install at least one 7,000 lumen night light on each lot.
- (i) Owner shall, at his own expense, install a culvert with a minimum size of 18 inches in diameter in each entrance serving his lot.

2. Construction Requirements and Restrictions: All

septic or sewer and water systems on said lots shall be subject to all Natrona County and State of Wyoming rules, regulations and laws now or hereafter in effect; and buildings and other improvements shall be adequately and safely wired for electricity in full compliance with all present and future requirements of the United States Electrical Contractor's Code.

ARTICLE VIII

EASEMENTS

1. Utility Easements: Landowner hereby reserves, during her lifetime, the (non-exclusive) executory authority and right to grant a perpetual easement within the Subdivision boundary, on, in, over and under all road easements, and any other easements shown on the Subdivision plat, for the purpose of constructing, maintaining, operating, replacing, enlarging and repairing power, telephone, water, irrigation, storm drainage, sewer, gas, and similar lines for pipes, wires, ditches and conduits for the benefit of the Subdivision and/or for extension of such facilities into lands adjacent to the Subdivision.

2. Dedicated Roads and Maintenance: Landowner shall construct all roads as shown on the Subdivision plat. Except as provided in Section 3 of Article V, the Association shall have and assume all responsibilities and obligation of maintenance and/or improvement of roads, until such time as the same may be transferred to and accepted by Natrona County, Wyoming, or such other governmental unit as shall take over such roads for public purposes.

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ARTICLE IX  
ENFORCEMENT

1. Enforcement Actions: The Board of Directors of the Association shall have the right and may enforce any provision of this instrument by injunctive relief or as hereinbefore provided on behalf of itself and/or all or any Subdivision lot owner. In addition, each aggrieved owner shall have the right to prosecute an action for injunctive relief or damages for violation of any provision hereof by another owner.

2. Limitations on Action: In the event any construction, or improvement is commenced upon any lot in the Subdivision which is in violation of any provision hereof and no injunctive suit is commenced because of such violation within thirty (30) days after such a violation is recognizable, injunctive or other equitable relief shall be denied; but an action for damages shall remain and be available to any aggrieved lot owner. Said thirty (30) day limitation shall not apply to injunctive relief for violation of any other provision hereof.

ARTICLE X

GENERAL PROVISIONS

1. Severability: Should any provision or any part thereof in this instrument contained, be declared invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect the validity of the remaining provisions hereof.

2. Effect and Duration: The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each lot in the Subdivision, and each lot owner therein, his successors, representatives and assigns and the same or any amendments thereto as hereinafter set forth, shall continue in force and effect until January 1, 1998, at which time they shall be automatically extended for three (3) successive terms of ten (10) years each, unless the Board of Directors of the Association shall have the assent of two-thirds (2/3) of the votes in each class of membership who cast votes in

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