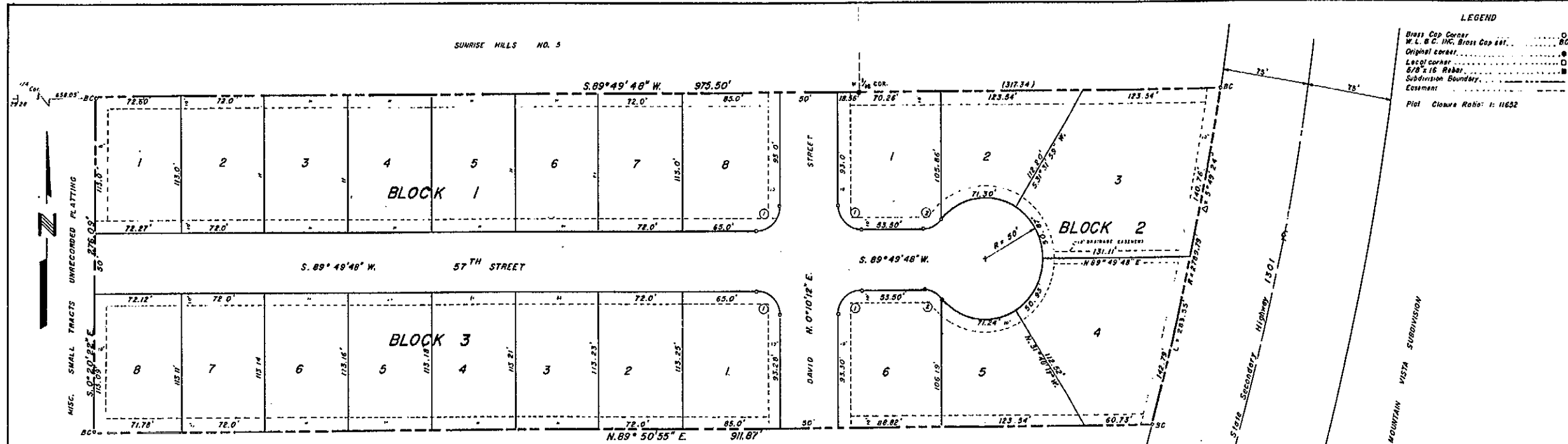


265950

MOUNTAIN VILLAGE ADDITION
Recorded June 26, 1979
Instrument # 265955
Plat # 1437

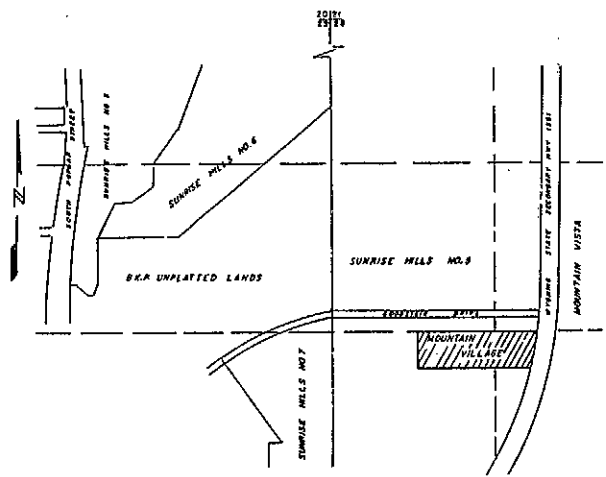


LEGEND

- Brass Cap Corner
- W.L. & C. INC. Brass Cap set
- Original corner
- Level corner
- 5/8\"/>
- Subdivision Boundary
- Easement
- Plot Closure Ratio: 1:11652

BLOCK CORNER DETAILS

ARC NO.	DELTA	RADIUS	LENGTH	TANGENT
1	90°00'00"	20.00'	31.42'	20.00'
2	48°59'41"	20.00'	17.46'	9.33'



FINAL PLAT OF
MOUNTAIN VILLAGE ADDITION
TO THE CITY OF CASPER,
NATRONA COUNTY, WYOMING
BEING A PORTION OF THE
N.1/2 SW.1/4, SECTION 28,
TOWNSHIP 33 NORTH, RANGE 79 WEST
SIXTH PRINCIPAL MERIDIAN
Scale: 1"=40'

Survey & Plat By
WORTHINGTON, LENHART & CARPENTER, INC.
632 South David Street, Casper, Wyoming
W.D. No. 2-28-14, Date: 12-20-78

SCALE OF FEET
Scale: 1"=40'

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
COUNTY OF NATRONA }

I, Bradley H. Clow of Casper, Wyoming, do hereby certify that this Plat was prepared from notes taken during actual surveys made by me during the month of November 1978 and from the official and recorded Plats of adjacent Subdivisions as set forth by this Plat. Major perimeter control points have been accurately surveyed and monumented; all lot and block corners shall be set upon the request of the owners in accordance with the requirements of the city of Casper and proper survey practice. All dimensions are expressed in feet and decimals thereof and all courses referred to the true Meridian; said Plat is true and correct to the best of my knowledge and belief.

Wyoming Registration No. 548 Professional Land Surveyor Bradley H. Clow
Bradley H. Clow

Subscribed in my presence and sworn to before me this 26th day of June, 1978
My Commission expires Jan 1, 1983
Notary Public

APPROVALS

APPROVED: Community Planning Commission of Casper, Wyoming this 30 day of June, 1979, and forwarded to the City Council of Casper, Wyoming with recommendation that said Plat be approved.

APPROVED: City Council of the City of Casper, Wyoming, by Ordinance No. 1635, duly passed, adopted and approved on the 27th day of August, 1979.

APPROVED: Board of County Commissioners of Natrona County, Wyoming, by Resolution No. 2275, duly passed on the 23 day of July, 1979.

ATTEST: John P. Bunk Chairman of the Board
John P. Bunk County Clerk
Inspected and approved on the 17 day of August, 1979
Inspected and approved on the 17 day of August, 1979
Inspected and approved on the 26 day of June, 1979

Filed for Record in the Office of the County Clerk of Natrona County, Wyoming this 26th day of June, 1979
County Clerk

CERTIFICATE OF DEDICATION
Hilltop Home Builders, Inc., a Corp. of the State of Wyoming, by Daniel A. Mc Atee, Ann G. Mc Atee, husband and wife hereby certifies that they are the owners & proprietors of the foregoing Subdivision located in and being a part of the N.1/2, SW.1/4, Section 28, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and more particularly described by metes and bounds as follows, to wit:

Commencing at the 1/4 corner corner to said Section 28 & 29, thence N.89°40'48"E, 658.05 feet along the southerly line of Sunrise Hills No. 5, a previously platted addition to the City of Casper, to a point in said line said point being the Northwest corner of the Parcel, here being described, and the True Point of Beginning,
Thence from the Point of Beginning S. 0°20'22"E, 276.09 feet along the westerly line of said Parcel to a point being the Southeast corner of said Parcel; thence N.29°50'55"E, 21.87 feet along the Southerly line of said Parcel to a point of intersection with the westerly right-of-way line of Wyoming State Secondary Highway 1501 said point being the Southeast corner of said Parcel; thence 283.55 feet along the arc of a true curve to the left having a radius of 2789.30 feet through a central angle of 5°49'25" to a point in said right-of-way, said point being the Northeast corner of said Parcel and the Southeast corner of said Sunrise Hills No. 5 Addition; thence S.89°49'48"W, 975.50 feet along the Northerly line of said Parcel along the southerly line of Sunrise Hills No. 5 Addition to the True Point of Beginning; and containing 6.00 Acres more or less.

The Subdivision of the foregoing described lands as appears on this Plat is with free consent and in accordance with the desires of the undersigned owners and proprietors; the name of said Subdivision shall be Mountain Village Addition an addition to the City of Casper, Wyoming. All Streets, Drives, Public Ways and Parks as shown on this Plat are hereby dedicated to the use of the Public.

Signed by: HILLTOP HOME BLDG. INC.
R.O. Box 215
LONGMONT, COLORADO 80501

Pres. John E. Miller
Dan A. Mc Atee
Ann G. Mc Atee
629 South Jackson
Casper, Wyoming 82601

STATE OF WYOMING }
COUNTY OF NATRONA }
The foregoing instrument was acknowledged before me by John E. Miller, and Daniel A. Mc Atee, and Ann G. Mc Atee on this 26th day of June, 1979.
Witness my hand and official seal
My Commission expires _____
Notary Public

RECORDED June 24 1980 AT 11:03 CLOCK
INSTRUMENT NO. 291357
JOHN J. TOBIN COUNTY CLERK

DECLARATION OF
RESTRICTIONS, COVENANTS AND CONDITIONS

FOR

LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 1; LOTS 1 THROUGH 6 INCLUSIVE, BLOCK 2;
LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 3; ALL LOCATED IN MOUNTAIN VILLAGE
ADDITION, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING.

PART A. PREAMBLE

This declaration made this 1st day of July, 1979, by Hilltop
Homes, Inc., a Wyoming corporation, P.O. Box 215, Longmont, Colorado, 80501,
hereinafter called the "Declarant."

WITNESSETH:

WHEREAS, Declarant is the present record title holder of the
above-mentioned property in said Mountain Village Subdivision; and

WHEREAS, Declarant desires to establish, improve and maintain a
general plan for the improvements, development, use and occupancy of all
building sites which shall be binding on and inure to the benefit of the
owners and future owners of said building sites in order to enhance their
value, desirability and attractiveness and to subserve and promote the sale
thereof;

NOW, THEREFORE, Declarant hereby declares that all of the here-
inafore described building sites and any part thereof are held and shall
hereafter be sold, conveyed, used, improved, occupied, resided upon,
hypothecated, and held upon and subject to the provisions, conditions,
restrictions, agreements and covenants as set forth below. Each and every
one of these covenants, conditions, reservations, and restrictions is and
all are for the benefit of each owner of land in the subdivision, or any
interest therein, and shall inure to and pass with each and every parcel
of such subdivision, and shall bind the respective successors in interest
of the present owner thereof.

PART B. RESIDENTIAL AREA COVENANTS

B-1. LAND USE AND BUILDING TYPE. No building site shall be used
except for residential purposes and no dwelling shall be erected, altered,
placed or permitted to remain on any residential building site other than
one single-family dwelling, not to exceed two stories in height and one
private garage for not more than a total of three vehicles, attached to the
principal building. For the purposes of these Covenants, the term "build-
ing site" shall mean any one or more lots, or a portion of a lot lying
within any lot and block in Mountain Village Subdivision, the size and
dimensions of which shall be established by the legal description in the
original conveyance from Declarant to the first fee owner of said plot of
land, other than Declarant. If two or more building sites, as defined above,
are acquired by the same owner in fee, the commonly owned building sites,
may, at the option of said owner, be combined and treated as a single build-
ing site for purposes of the covenants contained herein.

Compliments of
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Canton 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(G).



B-2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any building site 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. Approval shall be given according to the procedures stated in Part C hereof.

B-3. DWELLING QUALITY AND SIZE. All dwellings shall be of first quality and workmanship and materials. The floor area of the main structure on all single-family building sites as above set forth, exclusive of open porches and garages, shall comply with the following minimum floor area standards and the following minimum square footage shall prevail:

1. Ranch style home - 1,000 square feet.
2. Bi-level style home - 900 square feet on main floor.
3. Tri-level style home - 1,000 square feet total on main and upper level floors.
4. Two-story style home - 800 square feet on main floor and not less than 1,500 square feet total on main and second floors.
5. Story and One-half style home - 1,000 square feet total on main floor.

Basements and half-basements shall be permitted, but shall not be considered as contributing to the required minimum floor area.

B-4. BUILDING LOCATION. No building on any single-family building site as described in Paragraph B-1 shall be located on any building site nearer to the front building site line than 20 feet, nor nearer to any side street line than 15 feet. No building shall be located nearer than five (5) feet to an interior side building site line, nor nearer than 20 feet to the rear building site line. Front, rear and side yard setbacks shall conform to the Casper City Code at the time a building permit is secured in the event that the setback requirements contained in the said Casper City Code are more restrictive than those set forth in these Covenants. No detached garages or accessory buildings shall be permitted; provided, however, that small, movable sheds for garden tools and the like shall not be deemed "accessory buildings." Garages physically connected to the dwelling by a breezeway or covered patio or terrace shall be considered as a part of the dwelling. For the purpose of these Covenants, eaves, steps, open porches and chimneys shall not be considered a part of the building; provided, however, that this shall not be construed to permit any portion of a building to encroach upon another building site.

B-5. EASEMENTS. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. In addition, the rear five feet and the side five feet of each building site are reserved for drainage and/or drainage facilities. Within these easements,



no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or obstruct or retard the flow of water through channels or swales in the easements except that any construction work performed by Declarant, or party or parties authorized by it to perform construction work may construct any buildings permitted by these Covenants and if said buildings, parts, or components thereof comply with paragraph B-4 hereof, "Building Location," then such building or buildings, parts or components thereof shall not be deemed a violation of this paragraph B-5 even though there has been an intrusion into the five foot side and rear yard easements mentioned herein. The Declarant, or agents thereof, reserve the right to enter in and upon the five foot side and rear easements at any time to make changes and/or perform grading or drainage or corrective work of whatsoever nature which it, in its sole discretion, deems necessary or advisable to perform. These easement areas and improvements thereon shall be maintained continuously by the owner of the building site, except for those improvements for which a public authority or utility company is responsible.

B-6 NUISANCES. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood. No boats, trailers or campers shall be parked closer to the street than the building setback line and enclosed within fences or garages so as to be substantially secured from vision. Vehicles inoperative for a period of in excess of 48 hours shall not be permitted in the subdivision.

B-7. TEMPORARY STRUCTURES. No structure of a temporary nature, trailer, basement, shack, garage, barn or other building shall be used on any building site at anytime as a residence. During development stages, trailers and show homes may be permitted by developer only, and only during the period of development of the subdivision.

B-8. SIGNS. No sign of any kind shall be displayed to the public view on any building site except one professional sign of not more than one square foot, one sign of not more than eight 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 except that for a period of not more than five years beginning on the date of the recording of the final plat, the developer may maintain certain signs advertising the development of this or adjacent areas; provided, however, that the size, wording and location of such sign or signs, and the number of such signs shall be approved by the Architectural Control Committee.

B-9. OIL AND MINING OPERATIONS. No oil drilling, or mining operations of any kind shall be permitted upon or in any building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any building site.

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8488



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).

B-10. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

B-11. GARBAGE AND REFUSE DISPOSAL. No building site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers.

B-12. FENCE: No fence, wall or hedge shall be located between the front or side setback line and any street, except with the approval of the Architectural Control Committee. All fences constructed, remodeled, or repaired in this area shall be constructed of wood, the design therefore must have prior approval of the Architectural Control Committee.

B-13. OCCUPANCY. No building or structure shall be used or occupied, until the entire building is complete in accordance with the plans and specifications approved by the Architectural Control Committee.

B-14. DURATION OF CONSTRUCTION PERIOD. Constructions of any building or structure shall not be commenced on any building site until satisfactory evidence can be shown to the Architectural Control Committee that the building or structure can be complete, ready for occupancy within one year of the date construction is started.

B-15. QUALITY OF CONSTRUCTION. Notwithstanding any lesser standards as might be inferred from these provisions, all construction shall meet the requirements of the applicable codes and ordinances of the City of Casper, and the City of Casper Building Inspector shall determine whether said requirements are met.

B-16. TOWERS, MASTS AND ANTENNAS. All radio or television antennas or masts shall be concealed from public view. No freestanding antennas or towers shall be permitted.

PART C. ARCHITECTURAL CONTROL COMMITTEE

C-1. MEMBERSHIP. The initial members of the Architectural Control Committee shall be John G. Miller, James A. Johnson and Jeffrey Hoffman all of P.O. Box 215, Longmont, Colorado 80501. The terms of the Architectural Committee shall expire when all the building sites governed by the Covenants have been sold and conveyed by Declarant at which time the owners of the lots covered by these covenants shall, by majority vote (one vote being allocated to each lot) elect 3 members who shall serve for 3 years. A new board shall be elected each 3 years thereafter. The act of a majority of the Committee shall be binding, and 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 representatives shall be entitled to any compensation for services performed pursuant to these Covenants. Declarant, for itself, its successors, transferees and assigns, hereby releases and waives any and all claims against the members of the Committee for acts or omission done in good faith arising out of their service on the Committee.

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



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C-2. PROCEDURE. The Committee's approval or disapproval as required in these Covenants shall be in writing. A stamped or printed notation, initialed by a member of the Committee, affixed to any of the plans and specifications submitted shall be deemed a sufficient writing. However, the Committee shall not be required to maintain records of plans submitted. Approval by the Committee shall be conclusive evidence of compliance with these covenants provided that the improvements are constructed in substantial compliance with the plans as approved. While the individuals specified in paragraph C-1 above remain members of the Committee, all plans must be submitted to Hilltop Homes, Inc., P.O. Box 215, Longmont, Colorado 80501. After the terms of those individuals have expired, no plans shall be accepted at such address nor shall any submission be required unless the then record owners of a majority of the lots shall, through a duly recorded instrument, designate Committee members and an address to which plans must thereafter be submitted. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C-3. AUTHORITY. In addition to the powers and duties as set forth elsewhere in these Covenants, the Architectural Control Committee may grant reasonable variances or adjustments to these restrictions, covenants and conditions in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions contained herein. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to other property or improvements in the neighborhood and shall not militate against the general intent and purposes hereof. Such variances or adjustments shall not impair the rights of grantees of any building sites conveyed by Declarant, its successors or assigns.

PART D. GENERAL PROVISIONS

D-1. TERM. These covenants shall be construed as restrictive covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these Covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the record owners of seventy-five (75%) percent of the building sites has been recorded agreeing to change said covenants in whole or in part.

Compilments 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).



D-2. ENFORCEMENT. The owner or owners of any of the above-described real property may enforce the restrictions and limitations herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations, either to recover damages for such violation or attempted violation or to restrain such violation or attempted violation.

D-3. SEVERABILITY. Invalidation of any one or more of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

D-4. AMENDMENTS. These Restrictive Covenants may be amended by written recorded instrument signed by the record owners of seventy-five percent (75%) of the building sites.

PART E. ATTEST

IN WITNESS WHEREOF, The Declarant has caused these Covenants to be executed the day and year first above written.



James A. Johnson
James A. Johnson, Secretary

HILLTOP HOMES, INC.
By: *[Signature]*
John G. Miller, President

STATE OF WYOMING)
) ss.
COUNTY OF Natrona)

The foregoing instrument was subscribed and sworn to before me this 1st day of July, 1979, by John G. Miller as President and James A. Johnson as Secretary of Hilltop Homes, Inc., a Wyoming Corporation.

My commission expires: April 9, 1983

Witness my hand and official seal.



Lori A. Skelton
Notary Public