

337229

PARADISE ESTATES #1638
RECORDED AUGUST 25, 1982
INSTRUMENT #337229

A REPLAT OF
LOT 14, BLOCK 27, PARADISE VALLEY SUBDIVISION
KNOWN AS
PARADISE ESTATES ADDITION
TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING
SW 1/4, SEC. 14, T33N, R80W, 6th. P.M.
JUNE 1982

RECORDED Aug 26 1982 AT 10:00 AM
INSTRUMENT NO. 337229
JOHN I. TOMM COUNTY CLERK

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT IMPERIAL HOMES INC., A CORPORATION, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOREGOING ADDITION BEING LOT 14, BLOCK 27, PARADISE VALLEY SUBDIVISION, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 14, WHICH POINT IS COMMON TO THE NORTH RIGHT-OF-WAY LINE OF ASTER, LOT 14, 15 AND 16; THENCE N11°01'00"W ALONG A LINE COMMON TO LOT 14 AND 15, 267.22 FEET; THENCE CONTINUING ALONG SAID COMMON LINE N0°03'13"E, 499.22 FEET, TO THE NORTHWEST CORNER OF LOT 14, AND THE SOUTHWEST CORNER OF LOT 13; THENCE N82°55'35"E ALONG A LINE COMMON TO LOT 13 AND 14, 428.65 FEET TO THE NORTHEAST CORNER OF LOT 14 AND A POINT ON THE WESTERLY LINE OF LOT 11; THENCE S28°50'W ALONG A LINE COMMON TO LOT 14 AND LOTS 11 AND 10, 83.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 384.81 FEET; THENCE ALONG SAID CURVE AND A LINE COMMON TO LOT 14 AND LOTS 10, 9 AND 8, THROUGH A CENTRAL ANGLE OF 26°43'22", 179.48 FEET TO A POINT OF TANGENCY; THENCE S0°05'38"W ALONG A LINE COMMON TO LOT 14 AND LOTS 8, 7, 6, 5, 4, 3, 2 AND 1, 522.38 FEET TO THE SOUTHWEST CORNER OF LOT 14 AND THE NORTH RIGHT-OF-WAY LINE OF ASTER; THENCE S89°54'08"W ALONG THE SOUTH LINE OF LOT 14 AND THE NORTH RIGHT-OF-WAY LINE OF ASTER 298.51 FEET TO THE POINT OF BEGINNING, CONTAINING 6.15 ACRES MORE OR LESS AND AS APPEARS ON THIS PLAT THIS SUBDIVISION IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS OF SAID LANDS AND THAT ALL STREETS AND PUBLICWAYS AS SET FORTH HEREON ARE DEDICATED TO THE USE OF THE PUBLIC; THAT EASEMENTS ARE HEREBY GRANTED TO UTILITY COMPANIES TO LOCATE, CONSTRUCT, USE AND MAINTAIN OR AUTHORIZE THE LOCATION CONSTRUCTION, USE AND MAINTENANCE OF CONDUITS, LINES, POLES, PIPES ETC., ANY OR ALL OF WHICH LIE OVER, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENTS" OR AS OTHERWISE SHOWN ON THIS PLAT.

DATED AT CASPER, WYOMING, THIS 21ST DAY OF JUNE, 1982.

Roy A. Woods
ROYER WOODS, VICE PRESIDENT
CASPER DIVISION
IMPERIAL HOMES INC.
P.O. BOX 906
CASPER, WYOMING



ACKNOWLEDGEMENT

STATE OF WYOMING)
COUNTY OF NATRONA) SS
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 17TH DAY OF JUNE, 1982 WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES March 17, 1985
Carl E. Tappie
CARL E. TAPPIE
NOTARY PUBLIC
NATRONA COUNTY, WYOMING
My Commission Expires Mar. 17, 1985

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
COUNTY OF SWEETWATER) SS
I, LARRY G. BOOFEY, HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION KNOWN AS "PARADISE ESTATES ADDITION" WAS MADE BY ME OR UNDER MY DIRECTION ON OR ABOUT JUNE 1, 1982, AND REPRESENTS AN ACCURATE SURVEY TO THE BEST OF MY KNOWLEDGE & BELIEF.

Larry G. Boofey
LARRY G. BOOFEY LS NO 3507
1218 HUNTERLY
ROCK SPRINGS, WY 82801

INSPECTED AND APPROVED ON THIS 6 DAY OF July, 1982
Wendy Robinson
COUNTY HEALTH OFFICER

THE FOREGOING INSTRUMENT ACKNOWLEDGED BEFORE ME BY LARRY G. BOOFEY, THIS 17TH DAY OF June, 1982 WITNESS MY HAND AND OFFICIAL SEAL.
Carl E. Tappie
NOTARY PUBLIC
DEC 7 1985
MY COMMISSION EXPIRES:

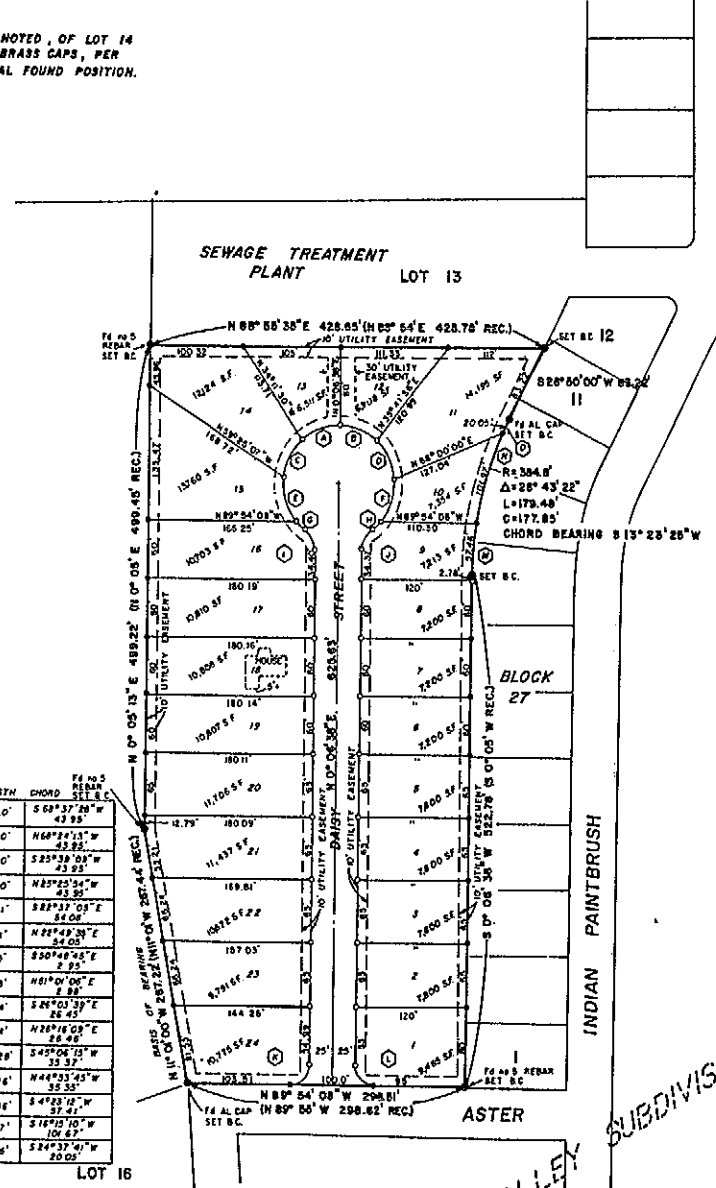
RECORDED
INSPECTED AND APPROVED ON THIS 25 DAY OF August, 1982
John I. Tomm
COUNTY CLERK



MSM
Consultants
Inc.
350 W. A. Street, Suite 110
Casper, Wyoming 82401

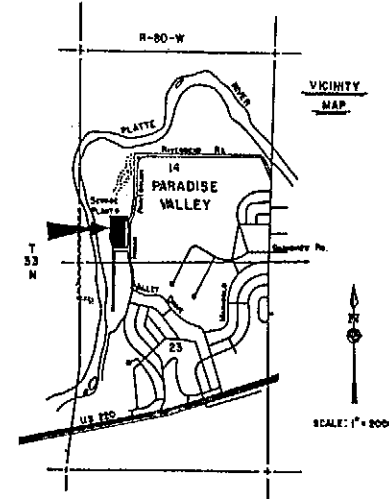
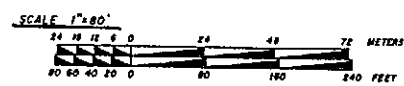
LEGEND
● INDICATES SUBDIVISION CORNERS AS NOTED
○ INDICATES 3/8" REBAR AND AL. CAP SET
(REC.) BEARINGS AND DISTANCES OF RECORD
BOUNDARY CLOSURE IN EXCESS OF 1:10000
ZONING R-2

NOTE:
ORIGINAL CORNERS, AS NOTED, OF LOT 14
REMONUMENTED WITH BRASS CAPS, PER
ORD. 35-17, IN ORIGINAL FOUND POSITION.



CURVE DATA

DELTA	RADIUS	LENGTH	CHORD	F4 NO. 5 REBAR SET B.C.
42° 58' 18"	60.0'	45.0'	5 68' 37" 28" W 42 95'	
42° 58' 18"	60.0'	45.0'	N 64° 22' 11" W 42 95'	
42° 58' 18"	60.0'	45.0'	S 25° 33' 03" W 43 95'	
42° 58' 18"	60.0'	45.0'	N 25° 22' 54" E 44 05'	
53° 34' 10"	60.0'	58.1'	S 22° 37' 03" E 54 05'	
53° 32' 38"	60.0'	56.1'	N 22° 42' 38" E 54 05'	
2° 49' 04"	60.0'	2.95'	S 30° 48' 42" E 2 95'	
2° 50' 32"	60.0'	2.98'	N 61° 00' 00" E 2 98'	
51° 19' 03"	30.0'	27.4'	S 24° 03' 39" E 26 45'	
32° 20' 35"	30.0'	27.4'	N 22° 18' 03" E 26 45'	
90° 00' 46"	18.0'	39.28'	S 45° 06' 12" W 35 37'	
89° 58' 14"	18.0'	39.26'	N 44° 23' 43" W 35 35'	
8° 35' 19"	34.81'	37.46'	S 4° 23' 12" W 37 41'	
13° 10' 57"	34.81'	38.81'	S 18° 15' 10" W 38 87'	
1° 59' 06"	34.81'	38.08'	S 24° 37' 47" W 38 05'	



Paradise Estates

THE STATE OF WYOMING)
)
COUNTY OF NATRONA) ss.

RECORDED APR 11 1983 AT 2:08 CLOCK PM
INSTRUMENT NO. 349418
JOHN E. TOBIN COUNTY CLERK

IMPERIAL HOMES, INC.

TO THE PUBLIC:

DATE: 3-25-83

DECLARATION
OF PROTECTIVE COVENANTS

The undersigned, being the owners in fee simple of the following described property situate in Natrona County, Wyoming, to-wit:

All of those lots in a Replat of Lot 14, Block 27, Paradise Valley Subdivision known as Paradise Estates Addition according to that plat filed of record.

Attachment # 337225, in Book 6, Page 6 of the records of the County Clerk and ex-officio Registrar of Deeds of Natrona County, Wyoming.

do hereby make this Declaration of Protective Covenants applicable to all of the described property.

1. No lot shall be used except for a one-family dwelling residential purpose and no building shall be erected, altered, placed or permitted to remain on any lot other than the unit above authorized and no structure shall exceed two stories in height and a private garage appurtenant thereto. A residential lot is defined, for purposes of these covenants, to mean one lot or portion of one or more adjoining lots above described having a width not less than sixty (60) feet at the front building set-back line. Further, each such residential lot shall contain at least three times the aggregate of the total floor area of the dwelling and private garage, but not less than 5,000 square feet.

2. Architectural Control: No building shall be erected, placed or altered on any lot 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 location with respect to topography and finished grade elevations. All construction shall be new and no building or buildings may be removed from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing. Approval shall be as provided in paragraph 17.

3. Dwelling Quality and Size: No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porch and garage shall be less than 702 square feet of finished living area.

4. Building Locations:

(A) No building facing Daisy Street shall be nearer to the front lot line than 25 feet or nearer than 15 feet to any side street line, including Aster Street.

(B) No building shall be located nearer than 3 feet to an interior lot line and there shall be a minimum 6 foot side yard. No dwelling shall be located on any interior lot nearer than 25 feet to the rear line thereof.

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).



(C) For the purpose of these covenants, eaves, steps, and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, 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 of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

6. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. Parking and Non-Operative Vehicles and Facilities: Parking of trailer-campers, bus-campers, and truck campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours, when parked on the street in front of a residence or a parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time as a repeated matter of practice.

9. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent. Signs used by a builder to advertise the property during the construction and sales period exempt from these guidelines.

10. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

12. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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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).

13. Water Supply: No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Casper, Wyoming.

14. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 33 inches and 3 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Architectural Control Committee: The Architectural Control Committee is composed of the following persons: Steven R. Woods, Roger A. Woods, and Ronald D. Woods. 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 representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

16. Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 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.

17. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) 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 a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

18. Enforcement: In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area of the architectural control committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and in addition, to recover from the party so violating such protective covenants, reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery of the damages.

19. Severability: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DATED this 25 day of MARCH, 1983

