

269441

PIERCE SUBDIVISION 1697
INSTR. 1 209411
RECORDED AUG. 6, 1979

PLAT OF
"PIERCE SUBDIVISION"
AN ADDITION TO THE CITY OF CASPER
NATRONA COUNTY, WYOMING
BEING A SUBDIVISION OF
PLANNED UNIT DEVELOPMENT AREA
BLOCK 15 - EASTGATE
AN ADDITION TO THE CITY OF CASPER, WYOMING
IN THE E1/2 SW1/4, SECTION 12
TOWNSHIP 33 NORTH, RANGE 79 WEST
SIXTH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING
SCALE: 1"=40'

CERTIFICATE OF DEDICATION

J E PEIRCE CONSTRUCTION, INC., a Wyoming Corporation hereby certifies that it is the owner and proprietor of the foregoing subdivision located in the E1/2 SW1/4, Section 12, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being also identified as "PLANNED UNIT DEVELOPMENT AREA, BLOCK 15 - EASTGATE, an Addition to the City of Casper, Wyoming" and being more particularly described by metes and bounds as follows:

Commencing at the SW1/4 corner of said Section 12, thence along the southerly line of said Block 15 and the northerly right-of-way eighty (80) feet wide East 12th Street, N 89°42'16"E, 247.22 feet to a point of curve, thence along the arc of a true curve to the right, having a radius of 1080.00 feet and through a central angle of 5°27'21", southeasterly 102.84 feet to the southeast corner of Lot 9, Block 15, Eastgate, and the southwest corner of said Planned Unit Development Area and the Parcel being described and also the Point of Beginning.

Thence leaving said right-of-way line and along the line common to said Lot 9 and the Parcel being described, N 3°10'00"W, 114.25 feet to an angle point, thence S 5°37'27"W, 25.00 feet to the back corner common to said Lot 9 and the Parcel being described, thence along the northeasterly line of said Parcel and said Planned Unit Development Area, N 37°06'30"E, 325.33 feet to an angle point, thence continuing along said northeasterly line, N 79°45'00"E, 626.91 feet to the most northerly corner of the Parcel being described and the back corner common to Lot 8, Block 15, Eastgate, and said Planned Unit Development Area; thence along the line common to said Lot 8 and said Parcel, S 45°02'55"E, 110.00 feet to front corner common to said Lot 8 and said Parcel and also a point in the northeasterly right-of-way line sixty feet wide Carriage Lane, thence along the southeasterly line of said Planned Unit Development Area, the Parcel being described and said northeasterly right-of-way line, S 44°57'05"W, 136.23 feet to a point of curve, thence along the arc of a true curve to the right, having a radius of 657.39 feet and through a central angle of 17°17'55", southeasterly 198.48 feet to a point of tangency, thence S 62°15'00"W, 77.05 feet to a point of curve, thence along the arc of a true curve to the left, having a radius of 430.00 feet and through a central angle of 36°15'18", southeasterly 272.09 feet to a point of tangency, thence S 26°00'00"W, 56.10 feet to a point of curve, thence along the arc of a true curve to the right, having a radius of 20.00 feet and through a central angle of 86°14', southeasterly 30.10 feet to a point of tangency and also a point in the northeasterly right-of-way line of said East 12th Street, thence along the northeasterly line of said right-of-way, the southeasterly line of said Parcel and Planned Unit Development Area and along the arc of a true curve to the left, having a radius of 1080.00 feet and through a central angle of 6°35'38", northeasterly 312.89 feet to the Point of Beginning and containing 6.031 acres more or less.

The subdivision of the foregoing lands as appears on this Plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors; the name of said Subdivision shall be known as "PIERCE SUBDIVISION", an Addition to the City of Casper, Natrona County, Wyoming and all streets, avenues and public ways as shown on this Plat are hereby dedicated to the public. Said owner and proprietor hereby waives and relinquishes any rights it may have in said land by virtue of the Homestead Exemption Laws of the State of Wyoming.

Dated at Casper, Wyoming, this 22nd day of August, 1979

J E PEIRCE CONSTRUCTION, INC.
A Wyoming Corporation
P O Box 3173
Casper, Wyoming

Attest: *[Signature]* SECRETARY

ACKNOWLEDGEMENT

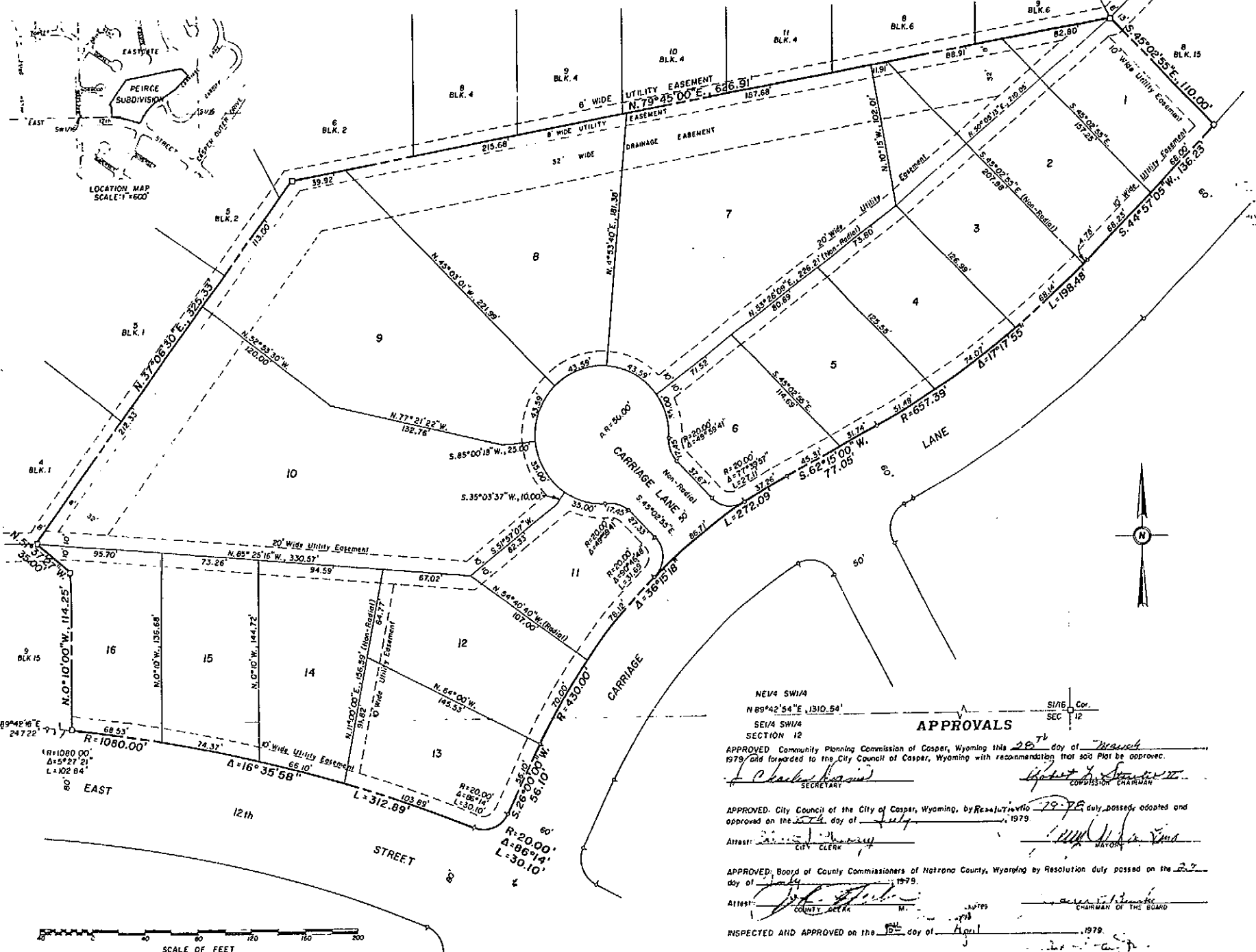
STATE OF WYOMING)
COUNTY OF NATRONA)
The foregoing instrument was acknowledged before me by J E Peirce Construction, Inc. on this 22nd day of August, 1979.
Witness my hand and notarial seal
My commission expires _____
NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
COUNTY OF NATRONA)
I, Bradley H. Cow of Casper, Wyoming, hereby certify that this Plat was prepared from the Recorded Plat of "EASTGATE", an Addition to the City of Casper, Wyoming and from notes taken during actual surveys made by me during the months of September to December, inclusive, 1975 and that such Plat correctly represents such Records and surveys, all lots are or shall be well and accurately marked and identified upon the request by the owner, all dimensions are expressed in feet and decimals thereof and courses referred to the true meridian, all being true and correct to the best of my knowledge and belief.
Wyoming Registration No. 548, Land Surveyor Bradley H. Cow
Subscribed in my presence and sworn to before me by Bradley H. Cow on this 22nd day of August, 1979.
My commission expires AUG 23 1981

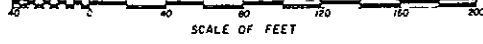
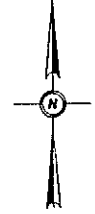
APPROVALS

NE1/4 SW1/4
N 89°42'54"E J310.54'
SE1/4 SW1/4
SECTION 12
APPROVED Community Planning Commission of Casper, Wyoming this 22nd day of August, 1979 and forwarded to the City Council of Casper, Wyoming with recommendation that said Plat be approved.
[Signature] SECRETARY
[Signature] CHAIRMAN
APPROVED City Council of the City of Casper, Wyoming, by Resolution duly passed, adopted and approved on the 27th day of July, 1979.
Attest: *[Signature]* CITY CLERK
APPROVED Board of County Commissioners of Natrona County, Wyoming by Resolution duly passed on the 27th day of July, 1979.
Attest: *[Signature]* COUNTY CLERK
INSPECTED AND APPROVED on the 19th day of April, 1979.
[Signature] CITY ENGINEER
INSPECTED AND APPROVED on the 1st day of May, 1979.
[Signature] COUNTY SURVEYOR
INSPECTED AND APPROVED on the 4th day of May, 1979.
[Signature] COUNTY HEALTH OFFICER
Filed for Record in the Office of the County Clerk of Natrona County, Wyoming on this _____ day of _____, 1979.
[Signature] COUNTY CLERK



LEGEND
Brass Cap Corner ○
W.L. & C. INC Brass Cap set ●
Original corner ●
Local corner □
5/8" x 16" Rebar ■
Subdivision Boundary - - -
Easement - - - - -
Plat Closure Ratio: 1:73,745

Survey & Plat By
WORTHINGTON, LEMHART & CARPENTER, INC.
632 South Davis Street, Casper, Wyoming
W.O. No. 10-6-Ag Date _____



attach 326

MICROFILM -16 -1557

RECORDED Oct 28 1977 AT 4:31 O'CLOCK PM
IN BOOK 68 OF MISC. PAGE 613
NO. 222601 JOHN A. TOBIN COUNTY CLERK

COVENANTS RESTRICTING AND GOVERNING
LAND USE AND DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS:
THAT WHEREAS VANSKOY-HARDER BUILDERS INC.,

the owner of all that certain real property situate in Natrona County, State of Wyoming, known and described as, and embraced within Eastgate, an Addition To The City Of Casper, Natrona County, State of Wyoming ("Addition") as shown on the plat and dedication thereof ("plat") duly recorded in the office of the County Clerk and ex-Officio Recorder of Deeds in and for Natrona County, State of Wyoming, in Book 279 of Deeds at page 326; and

WHEREAS, in order to insure the use and development of the Addition for exclusive residential purposes only, to prevent the impairment of the attractiveness thereof for such purposes and to maintain property values therein, the undersigned owner thereof desires hereby to make and impose upon that portion of the property in the Addition hereinafter described, the restrictions and limitations hereinafter set forth.

NOW THEREFORE, in consideration of the premises, owner does hereby and by these presents make, publish, declare and impose upon all of the lots in Block 15, numbered 1 through 13 of the Addition, the following restrictions and limitations governing the use, development and occupancy thereof, and Owner does hereby specify and declare the following restrictions and limitations shall be and constitute covenants running with the land as to all of the lots in said Block and shall be binding upon Owner and all persons claiming under it, and shall be for the benefit of, as well as limiting and restricting all future owners of the lots.

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).

to wit:

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ARTICLE I

1.1 Such lots shall be used exclusively for residential purposes and no building or structure shall be erected, placed, or be permitted to remain thereon other than one private, single-family dwelling, specifically designed for the use and occupancy of one family, together with an attached or detached garage.

1.2 No manufacturing, commercial, business or other enterprise, or any religious undertaking or activity of whatsoever kind or nature, including churches, religious meeting or gathering places, whether or not conducted for profit, shall be operated, maintained, or conducted on any lot or in any structure erected or placed therein, nor shall any structure therein or any part thereof, be used as a boarding or rooming house, nor shall any extractive operation for mineral or oil and gas development of any kind be conducted or permitted thereon, nor shall any signs, billboards or advertising devices (except suitable signs used to facilitate the sale thereof) be erected, placed or be permitted to remain on any lot.

1.3 No trailer, camper, basement, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used on any lot as a place of residence or habitation, either temporarily or permanently, and, except as the same may be customarily employed by contractors for and during the construction of improvements thereon, no house trailer, camper-trailer, mobile home, boat, snowmobile or trailer therefor, tent, shack or any other structure mobile in character or of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot.

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1.4 With respect to the improvements to be erected and situate on the lots the following, together with all other provisions hereof, shall govern.

- (a) No residence having a ground floor area of less than 750 square feet excluding garages, porches and patios shall be located on any lot.
- (b) Yard fences, if any, must be constructed along the rear lot line and may extend only from the rear of any lot along the lot boundary lines, and must include utility easements in the fences portion, and from the lot boundary lines to the rear of the house thereon and no part of any such fence shall be forward of the front elevation of any such house and there shall be no front yard fencing.
- (c) No structure shall be erected, altered, placed, or permitted to remain on the lots other than a one detached single-family residence not to exceed twenty-five feet in height above an average ground level, and a detached or attached private garage for not more than three cars. No detached radio or television aerial shall be permitted, and no aerial attached to any residence or garage shall have a height exceeding three feet above the roof line of the residence or garage to which it is attached.
- (d) No structure shall be located on any lot in such a manner as shall not meet the minimum setbacks established and specified on said recorded plats and only structures that conform to the plans approved by the city council under the P.U.D. zone will be allowed. No structure shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes hereof, eaves, steps, overhangs, 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. All construction shall be new, and no used building shall be moved from outside and placed on any such lot.
- (e) Except for fences, which must be constructed along the rear lot line, if at all, no other structure shall be placed or permitted to remain which may damage or interfere with

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the installation and maintenance of utilities. The easement area of each lot shall be grassed, watered, mowed and maintained continuously by the owner of the lot, and the established contour and grade of the drainage and utility easement on the back of lots 1 through 13 and 28 through 41 shall not be changed or altered by said lot owners.

- (f) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any such lot except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
- (g) Each residence in the Addition shall have an electric garbage disposal installed in the kitchen sink and shall have suitable garbage containers for trash and rubbish and if the container is outside the residence or garage, it must be an underground container of thirty-five (35) gallon capacity or more, and such underground container shall be mechanically adequate for the purposes thereof and shall be located where the same will not be subject to vehicular damage and shall not be located immediately adjacent to any driveway.
- (h) No vehicle of a size larger than the standard American manufactured car or pickup truck, and no vehicle the primary use or design of which is for the transportation of passengers for hire and no vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers, house trailers, buses, boats and trailers, tractors and trailers (the foregoing enumeration is not intended to be exclusive, but only illustrative) shall be parked on the streets or any of the front portions, driveways or other ways of access of or to any such lot or lots for any substantially continuous period of more than 24 hours; all such vehicles shall be stored in the storage lot or out of the area.
- (i) No noxious or offensive activity of any kind, commercial or otherwise, including specifically activities productive of noise, odors, or other objectionable manifestations, shall be conducted on the lots nor shall anything be done which may be or become an annoyance or nuisance to those owning property anywhere in the Addition.

1.5 Easements for installation and maintenance of utilities are reserved and are shown on the recorded plat of the Addition.

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1.6 The construction of residential improvements on any lot shall be completed not later than one year from and after the date upon which such construction was commenced; all lots shall be landscaped and planted with grass and trees or shrubbery and appropriate character and type within one year from and after construction of improvements on any lot has commenced.

1.7 The covenants herein contained shall be and remain in full force and effect for a period of twenty-five (25) years from and after the date hereof, and shall remain in force and effect thereafter for successive ten (10) year periods, unless by agreement of two-thirds (2/3) of the then owners of the lots the terms and provisions hereof are changed, modified or abrogated in whole or in part at the end of the first fifteen (15) year period or at the end of any succeeding ten year period thereafter.

1.8 In the event of the violation or any attempt to violate any of the covenants herein contained, it shall be lawful for the Owner (whether or not then owning any lot), or any person hereafter owning any lot in the Addition, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same, and therein to recover damages for such violation or attempt and/or to obtain injunctive relief, either mandatory or prohibitive, to prevent such violation or to re-establish prior existing and unobjectionable conditions.

ARTICLE II

2.1 In the event any one or more of the covenants herein contained is rendered invalid or unenforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall, nonetheless, remain in full force and effect for and during the full term hereof.

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2.2 The covenants herein contained shall be binding upon the Owner, and upon all of Owner's successors and assigns, as to any and all of the lots specified as being covered thereby, and are imposed upon said lots as an obligation and charge against the land and lots specifically described for the benefit of Owner, its successors and assigns, and for the benefit of the lands and lots and those persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part of the above specifically described Blocks and all lots therein.

IN WITNESS WHEREOF VANSKOY-HARDER BUILDERS INC., the Owner herein, has executed this instrument at Casper, Wyoming on the 28th day of October, 1977.

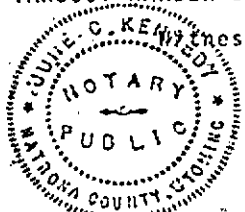
VANSKOY-HARDER BUILDERS INC.

By Paul F. Harder
Paul Harder, President

STATE OF WYOMING)
COUNTY OF NATRONA) SS.

The foregoing instrument was acknowledged before me by Paul F. Harder, the President of VANSKOY-HARDER BUILDERS INC., this 28th day of October, 1977.

Witness my hand and official seal.



June C. Kennedy
Notary Public

My commission expires: May 20th, 1978