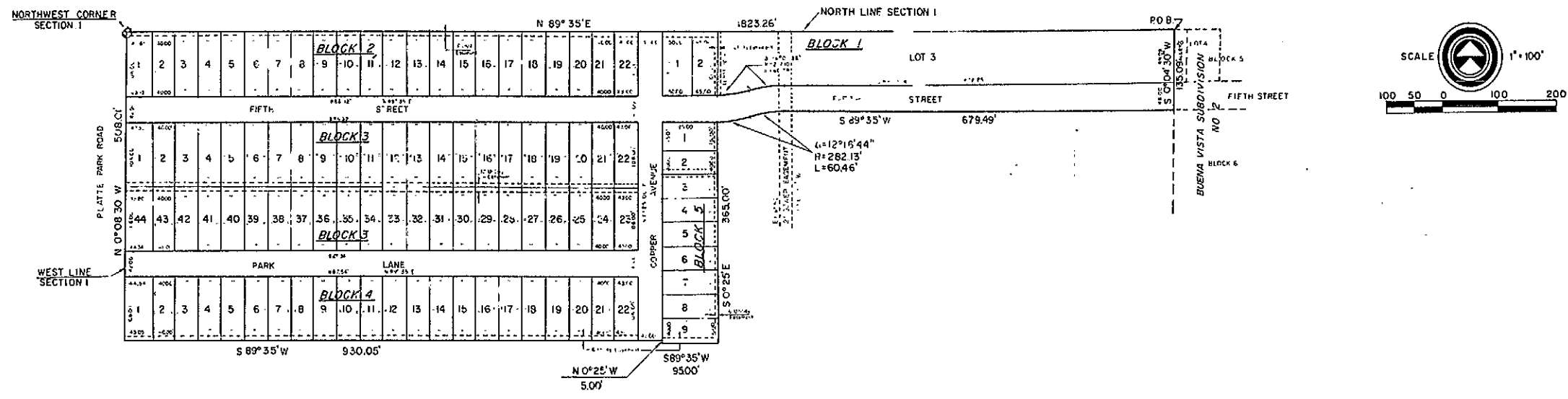


PLATTE PARK SUBDIVISION

TOWN OF EVANSVILLE

NATRONA COUNTY, WYOMING

231/67



KNOW ALL MEN BY THESE PRESENTS:

THAT THE ABOVE SUBDIVISION OF THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 1 IN TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, WHICH TRACT IS ALSO A PORTION OF "BUENA VISTA SUBDIVISION, BLOCK 1 THROUGH 4 IN THE TOWN OF EVANSVILLE, WYOMING," WHICH PLAT IS RECORDED IN PLAT BOOK 192 AT PAGE 282 OF THE RECORDS OF NATRONA COUNTY, WYOMING, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF BUENA VISTA SUBDIVISION NO. 2, WHICH PLAT IS RECORDED IN PLAT BOOK 196 AT PAGE 282 OF SAID NATRONA COUNTY RECORDS, WHICH POINT IS ALSO A POINT ON THE NORTH LINE OF SAID SECTION 1; RUN THENCE S 0°04'30" W ALONG THE WESTERLY BOUNDARY OF SAID BUENA VISTA SUBDIVISION NO. 2, 135.09 FEET; THENCE S 89°35'00" W, 679.49 FEET; THENCE ON A CURVE TO THE LEFT WHICH CURVE HAS A CENTRAL ANGLE OF 12°16'44" A RADIUS OF 282.13 FEET, AND AN ARC LENGTH OF 60.46 FEET TO A POINT OF POINT OF REVERSE CURVE; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A CENTRAL ANGLE OF 12°16'44" A RADIUS OF 282.13 FEET, AND AN ARC LENGTH OF 60.46 FEET; THENCE S 0°25'00" E, 365.00 FEET; THENCE S 89°35'00" W, 95.00 FEET; THENCE N 0°25'00" W, 6.00 FEET; THENCE S 89°35'00" W, 930.05 FEET TO INTERSECT THE WEST LINE OF SAID SECTION 1; THENCE N 0°08'30" W ALONG THE WEST LINE OF SAID SECTION 1, 508.01 FEET TO THE NORTHWEST CORNER OF SAID SECTION 1; THENCE N 89°35'00" E ALONG THE NORTH LINE OF SAID SECTION 1, 1823.26 FEET TO THE POINT OF BEGINNING, CONTAINING 14.493 ACRES AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS, AND SHALL BE KNOWN AS "PLATTE PARK SUBDIVISION," TOWN OF EVANSVILLE, COUNTY OF NATRONA, WYOMING. THE UNDERSIGNED HAVE CAUSED SAID TRACT OF LAND TO BE SURVEYED, SUBDIVIDED, AND PLATTED INTO LOTS, BLOCKS, STREETS, ALLEYS, AND EASEMENTS AS SHOWN ON THE ABOVE PLAT, WHICH PLAT IS DRAWN TO A FIXED SCALE AS INDICATED THEREON AND ACCURATELY SETS FORTH THE BOUNDARY AND DIMENSIONS THEREOF AND THE LOCATION OF SAID STREETS ON SAID TRACT OF LAND. ALL STREETS, ALLEYS, AND PUBLIC WAYS AS SHOWN IN THE ABOVE PLAT ARE HEREBY DEDICATED TO PUBLIC USE, RESERVING UNTO THE OWNERS, EASEMENTS-OF-WAY IN SAID STREETS AND ALLEYS TO CONSTRUCT AND MAINTAIN WATER AND SEWER LINES.

IN WITNESS WHEREOF:

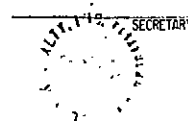
THE UNDERSIGNED, WILLIAM TREVOR EVANS, JR., LILY LEOTA EVANS, CLEMENT F. HAUSMAN, AS PRESIDENT AND DONALD E. CHAPIN ASST-SECRETARY OF HALLMARK REALTY, INC., HAVE EXECUTED THEIR PRESENTS THIS 2nd DAY OF JUNE, 1970 A.D. AND HEREBY WAIVE AND RELINQUISH ALL RIGHTS THEY MAY HAVE UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING

HALLMARK REALTY, INC.

Clement F. Hausman
CLEMENT F. HAUSMAN, PRESIDENT

WILLIAM TREVOR EVANS, JR.

LILY LEOTA EVANS



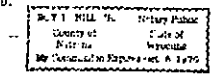
STATE OF WYOMING, SS
COUNTY OF NATRONA

THE ABOVE AND FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 2nd DAY OF JUNE, 1970 A.D. BY WILLIAM TREVOR EVANS, JR., LILY LEOTA EVANS, CLEMENT F. HAUSMAN AS PRESIDENT AND DONALD E. CHAPIN ASST-SECRETARY OF HALLMARK REALTY, INC. WHO ARE PERSONALLY KNOWN BY ME TO BE THE PERSONS DESCRIBED IN AND WHO HAVE EXECUTED THE FOREGOING INSTRUMENT AND HAVE ACKNOWLEDGED THAT THEY EXECUTED THE SAME OF THEIR FREE ACT AND DEED INCLUDING THE RELEASE AND WAIVER OF THE RIGHTS OF HOMESTEAD.

WITNESS MY HAND AND NOTARY SEAL: _____

NOTARY PUBLIC

MY COMMISSION EXPIRES: October 6, 1970



CERTIFICATION:

I, WILLIS B. "JACK" COMER, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING DO HEREBY CERTIFY THAT THE ABOVE PLAT WAS CALCULATED AND DRAWN UNDER MY SUPERVISION AND THAT SAID PLAT SHOWS THE DESCRIBED TRACT OF LAND AND THE SUBDIVISION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT EACH LOT, BLOCK, STREET, AND ALLEY CORNER SHALL BE WELL AND ACCURATELY MARKED WITH A 1/2" DIAMETER IRON PIPE, 16" LONG, DRIVEN FLSH WITH THE GROUND.

Willis B. Jack Comer
WILLIS B. "JACK" COMER STATE OF WYOMING 366

STATE OF WYOMING, SS
COUNTY OF NATRONA

THE ABOVE AND FOREGOING STATEMENT WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF JUNE, 1970 A.D. BY WILLIS B. "JACK" COMER.

MY COMMISSION EXPIRES: 12/16/70

NOTARY PUBLIC *M. Sander Beam*



APPROVALS:

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF EVANSVILLE, WYOMING ON THIS 2nd DAY OF JUNE, 1970 A.D.

BY: _____
MAYOR

ATTEST: _____
TOWN CLERK

STATE OF WYOMING, SS
COUNTY OF NATRONA

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____ M. THIS _____ DAY OF _____, 1970 A.D. AND IS DULY RECORDED IN PLAT BOOK _____ AT PAGE _____ OF THE NATRONA COUNTY, WYOMING RECORDS.

RECEPTION NO. _____

BY: _____
DEPUTY

RESTRICTIVE COVENANTS

WHEREAS HALLEMAN BROS., INC. and William Trevor Evans Jr. and Lily Lecta Evans are the sole owners of all that property described as lots 1 and 2, block 1 lots 1 thru 22, block 2, and lots 1 thru 44 in block 3, and lots 1 thru 22 in block 4 and lots 1 thru 9 in block 5; all in Platte Park Subdivision, Town of Evansville, County of Natrona, Wyoming according to the recorded plat thereof, and to provide a subdivision which will permit the property owner to utilize the property for the placement and use of a mobile or modular house, or as a small house site; and for the mutual benefit of all of the subsequent owners of the premises by imposing on said premises the covenants and restrictions hereinafter set forth, which covenants are to run with the land and bind the owners and occupants of such properties forever:

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).

1. Land Use and Building Type: No lot shall be used except for residential purposes. No building, mobile or modular house shall be erected, altered, placed or permitted to remain on any lot for use other than a residential dwelling and a private garage for not more than two cars.
2. Building Location: No building, mobile or modular house shall be located on any lot nearer than 25 feet to the front lot line or nearer than 12 feet to any side street line. No mobile unit shall be located closer than 2 feet to one side lot line and 13 feet to the opposing side lot line. Modular houses and other permanent type structures shall conform to the requirements set up in the Town of Evansville building code. For the purpose of this covenant, caves, steps and open porches shall not be considered as part of the building providing, however, that this shall not be construed to permit any portion of the building to encroach upon another lot.
3. Lot Area and Width: No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 40 feet at the minimum building setback, except as approved by the Town Council of the Town of Evansville.
4. Utility Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat.
5. Nuisances: No noxious nor offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
6. Temporary Structures: No structure of a temporary character, camper, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.
7. 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 no more than five square feet advertising the property for sale or rent, or signs used by a building contractor or land developer to advertise the property during the construction, development and sales period.
8. Oil and Mine 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 any lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.
9. 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.
10. 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 a sanitary container. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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Restrictive Covenants for Platte Park Subdivision (continued)

11. 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 the Town of Evansville. Approval of such systems as installed shall be obtained from the Town Council.

12. Sewage Disposal: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Town of Evansville. Approval of such systems as installed shall be obtained from the Town Council.

13. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 lines, or in the case of a rounded property corner 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 heights so as to create an obstruction of such sight lines.

14. Restricted use of Lots:

a. An Easement is reserved on all lots for the benefit of lot owners, in locating, placing or relocating a mobile or modular home. Said easement extends to a point on each lot, 10 feet in depth from the front property line and covers the entire width of each lot. In the easement area, fences, posts, trees or obstructions may not be installed or planted. It is the purpose and intent of this easement to encourage planting strips and driveways which would enhance and beautify the area, as well as provide access over and across this area for movement of buildings.

b. Fences may not be installed on side lot lines closer than 25 feet from the front property line. Fences shall not exceed six (6) feet in height.

c. Skirts and Foundations: For the purpose of maintaining health, safety and appearance, a masonry foundation or a verminproof skirt shall be provided for all homes.

d. Outbuildings: A garage for not more than two cars or a storage building, acceptable to the Town Council and conforming to the Building Codes of the Town of Evansville is permitted.

e. Storage on Lot: Inoperable or unlicensed cars, parts or equipment, or any unsightly material of any kind may not be stored on the homesite, unless inside of an enclosed garage.

15. 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 twenty-five years from the date these covenants are recorded. After such time said covenants shall be automatically extended for successive periods of 10 years. At any time an instrument signed by seventy five (75%) percent of the owners of the lots, agreeing to change the covenants, in whole or in part shall become effective upon approval of the Town Council of the Town of Evansville.

16. Enforcement: Enforcement shall be through the Architectural Control Committee or by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

17. (a) Architectural Control Committee; Membership: The architectural Control Committee shall be composed of:

- | | | |
|-----|--------------------|-----------------|
| (1) | Lech A. Benham Jr. | Casper, Wyoming |
| (2) | Clement F. Hausman | Casper, Wyoming |
| (3) | Donald E. Chapin | Casper, Wyoming |

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FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82501 • (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).

Restrictive Covenants for Platte Park Subdivision
(continued)

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 may designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant, nor shall any of said committee members, their representatives or successors be liable in damages. At any time after the development and sale of lots, the then record owners of a majority of lots shall have the power through a duly written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties.

18. (b) Procedure of Architectural Control Committee: The purpose of the Architectural Control Committee shall be to make decisions on such matters not clearly defined by these covenants, or such matters appertaining to the ultimate development of the subdivision. Such decisions will be given no later than thirty days from the date of complaint.

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

20. No building, mobile or modular home may be erected, altered or placed on any lot without the written approval of the acting chairman of the Architectural Control Committee. It is the intent of this provision to establish and maintain a minimum standard of acceptability as to size and appearance of dwellings, thereby enhancing the esthetic and real property values.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Casper, Wyoming this 22 day of July A.D. 19 70.

HALLMARK REALTY, INC.

Clement F. Hausman
Clement F. Hausman, President

Donald E. Chapin
Donald E. Chapin, Asst. Secretary

William Trevor Evans Jr.
William Trevor Evans Jr.

Lily Leota Evans
Lily Leota Evans

STATE OF WYOMING) SS
COUNTY OF NATRONA)

The above and foregoing instrument was subscribed and sworn to before me this 22 day of JULY 19-70 by Clement F. Hausman, President, Donald E. Chapin, Assistant Secretary, Trevor Evans and Lily Leota Evans.

My commission expires: 11/1/70

William Coffey Jr.
NOTARY PUBLIC

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