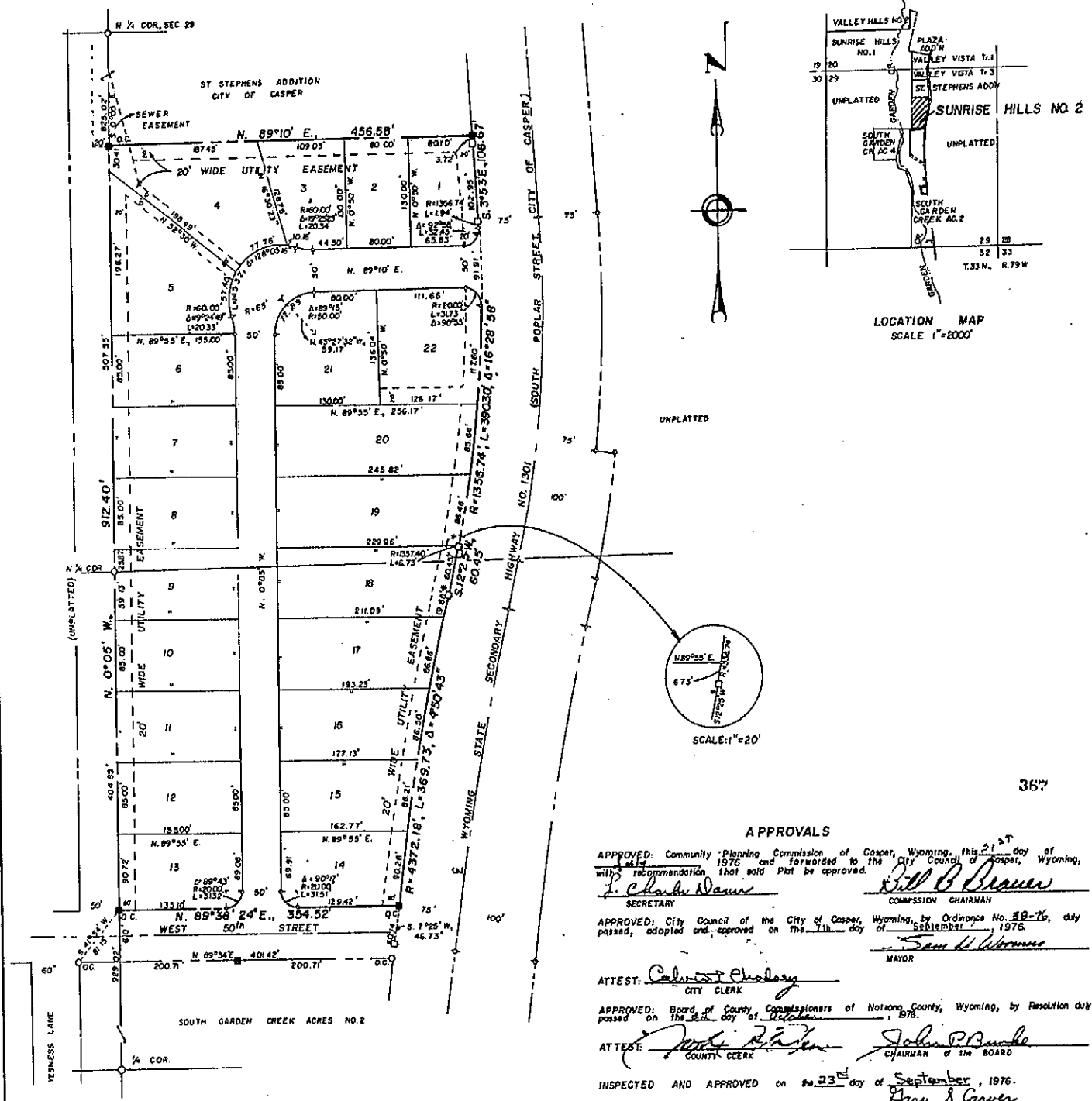


273/365



PLAT OF  
**SUNRISE HILLS NO. 2**  
 AN ADDITION TO THE CITY OF CASPER  
 NATRONA COUNTY, WYOMING  
 BEING A SUBDIVISION OF  
 PORTIONS OF THE W 1/2 NE 1/4, SECTION 29  
 TOWNSHIP 33 NORTH, RANGE 79 WEST,  
 SIXTH PRINCIPAL MERIDIAN, WYOMING

CERTIFICATE OF DEDICATION

BY: A Limited Partnership hereby certifies that it is the owner and proprietor of the foregoing Subdivision, located in and being portions of the W 1/2 NE 1/4, Section 29, 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:

Beginning at the northwesterly corner of the Parcel being described and a point in the westerly line of said W 1/2 NE 1/4, Section 29, located at S. 0° 05' E., 825.02 feet from the northwesterly corner thereof;

Thence from said Point of Beginning and along the northerly line of said Parcel N. 89° 10' E. 456.58 feet to a point in the westerly right-of-way line of Wyoming State Secondary Highway No. 1301 and also the northeast corner of said Parcel; thence along the easterly line of said Parcel and the westerly right-of-way line of said Highway, S. 3° 55' E., 105.67 feet to a point of curve, thence along the arc of a true curve to the right, having a radius of 1356.74 feet and through a central angle of 16° 28' 58" southerly, 390.30 feet to a point of tangency, thence S. 12° 25' W., 60.45 feet to a point of curve, thence along the arc of a true curve to the left, having a radius of 4372.10 feet and through a central angle of 6° 04' 43" southerly, 369.73 feet to a point in the northerly line of a 60 feet wide Roadway identified as West 50th Street; thence along the northerly line of said Roadway, S. 89° 35' 24" W., 554.52 feet to a point in the westerly line of said W 1/2 NE 1/4, Section 29, and the southwest corner of said Parcel; thence along westerly line thereof, N. 0° 05' W., 912.40 feet to the northwesterly corner thereof and the Point of Beginning and containing 0.9673 acres, more or less.

The Subdivision of the foregoing described 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 "SUNRISE HILLS NO. 2" an Addition to the City of Casper, Wyoming, and all Streets, Drives, Public Ways and Parks as shown on this Plat are hereby dedicated to the use of the Public.

Dated at Casper, Wyoming, this 10th day of SEPTEMBER, 1976.

BY: General Partner: Jack H. Perlmutter A LIMITED PARTNERSHIP  
 JACK H. PERLMUTTER  
 General Partner: Bakop, Inc., a Wyoming corporation  
 Secretary: Joseph Berenbaum President: Zellie Berenbaum  
 ZELLIE BERENBAUM

ACKNOWLEDGEMENT

STATE OF WYOMING  
 COUNTY OF NATRONA  
 The foregoing instrument was acknowledged before me by Jack H. Perlmutter and Zellie Berenbaum, this 21st day of September, 1976.  
 Witness my hand and official seal.  
 My commission expires: Jan. 22, 1977  
James H. Casper  
 NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

STATE OF WYOMING  
 COUNTY OF NATRONA  
 I, Myron Johnson, of Casper, Wyoming, do hereby certify that this Plat was prepared from notes taken during actual surveys during the period, November, 1975 to March, 1976, made by myself and E.C. Lenhart, Wyoming Registration No. 520, Professional Engineer and Land Surveyor of the firm of Worthington, Lenhart & Carpenter, Inc., for whose work I stand personally responsible 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. 510, Land Surveyor  
Myron Johnson  
 Myron Johnson  
 Subscribed in my presence and sworn to before me this 21st day of September, 1976.  
 My commission expires: Jan. 22, 1977  
James H. Casper  
 NOTARY PUBLIC

APPROVALS

APPROVED: Community Planning Commission of Casper, Wyoming, this 21st day of September, 1976 and forwarded to the City Council of Casper, Wyoming, with recommendation that said Plat be approved.  
F. Charles Davis SECRETARY  
Bill B. Brown CHAIRMAN

APPROVED: City Council of the City of Casper, Wyoming, by Ordinance No. 18-76, duly passed, adopted and approved on the 11th day of September, 1976.  
Sam H. Williams MAYOR

ATTEST: Calvin Chasney CITY CLERK

APPROVED: Board of County Commissioners of Natrona County, Wyoming, by Resolution duly passed on the 23rd day of September, 1976.  
 ATTEST: John B. Bunde CHAIRMAN OF THE BOARD  
John B. Bunde COUNTY CLERK

INSPECTED AND APPROVED on the 23rd day of September, 1976.  
Dary S. Carver CITY ENGINEER

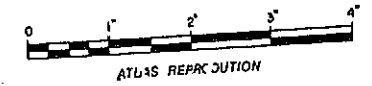
INSPECTED AND APPROVED on the 18th day of October, 1976.  
H. J. Worthington COUNTY SURVEYOR

INSPECTED AND APPROVED on the 9th day of September, 1976.  
J. W. Anderson COUNTY HEALTH OFFICER

- EXPLANATION:
- B.C. by W.L. & C. INC.
  - B.C. by Wyo. Hwy. Dept.
  - Original Corner by others
  - \* Not true P.C. & R.T.

SURVEY & PLAT BY:  
 WORTHINGTON, LENHART & CARPENTER, INC.  
 632 SOUTH DAVID STREET, CASPER, WYOMING 82601  
 W.O. NO 4-22-A6 JULY 13, 1976

Filed for Record in the Office of the County Clerk of Natrona County, Wyoming, this 21st day of September, 1976.  
John B. Bunde COUNTY CLERK



MICROFILM - 14 - 989

RECORDED AUG. 17 1977 AT 11:31 AM  
IN BOOK 68 OF Misc. PAGE 239  
NO. 217715 JOHN J. TOBIN COUNTY CLERK

DECLARATION OF COVENANTS AND RESTRICTIONS  
for  
Residential Sites Within Lots 1 through 22, Inclusive  
of  
Sunrise Hills, Subdivision No. 2, in the  
City of Casper, Natrona County, Wyoming  
(Single Family)

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).

KNOW ALL MEN BY THESE PRESENTS:

BKP, a Wyoming limited partnership, having its principal place of business at Casper, Wyoming, being the owner of Sunrise Hills, Subdivision No. 2, a subdivision in the City of Casper, Natrona County, Wyoming, the plat thereof being filed in the office of the County Clerk of Natrona County on the 26th day of Jan, 1977, has established a general plan for the improvements and development of such premises, and does hereby establish the covenants, conditions, reservations and restrictions upon which, and subject to which, all lots and portions thereof within Lots 1 through 22, inclusive, shall be improved or sold and conveyed by it, as owner thereof. Each and every one of these covenants, conditions, reservations and restrictions is, and all are, for the benefit of each owner of land within said Lots or any interest therein, and shall inure to, and pass with, each and every parcel within said Lots and shall apply to and bind all subsequent owners thereof, except as otherwise provided herein. These covenants, conditions, reservations and restrictions are, and each thereof is, imposed upon such Lots, all of which are to be construed as covenants running with the title to such lots, and with each and every parcel thereof, to-wit:

1. Such lots, and each and every one thereof, except as otherwise provided herein, are for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling, not to exceed two stories in height, together with a private garage for not more than three motor vehicles. This provision shall not prevent the combination of two or more adjoining lots for one such dwelling.
2. No building shall be erected, placed or altered on any building 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 the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any building lot nearer to any street than the minimum building set back line unless similarly approved. The Architectural Control Committee is composed of Zellie Barenbaum, Jack H. Perlmutter and J. E. Vlastos, 300 North Ash Street, Casper, Wyoming 82601. 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 owner of a majority of the lots shall have the power through a duly recorded 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. 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 thirty (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. The Committee shall not be responsible in any manner whatsoever for any defect in any plans or specifications submitted, or as revised, or for any work done pursuant to any requested changes to said plans and specifications.

3. The ground floor area of the main structure of any residential building, exclusive of one-story open porches and garages, shall be not less than nine hundred (900) square feet for a one-story building; provided, however that in the erection of a two-story residence, the ground floor area shall be not less than six hundred fifty (650) square feet, and in the erection of tri-level, garden-level and split entry residences, the minimum applied to the two upper levels or the main floor or the first floor, whichever is applicable, shall be not less than 650 square feet, with a minimum square footage of overall finished living space, as hereinabove set forth.

4. No business uses or activities of any kind shall be permitted or conducted on any lot, lots, or portions thereof, except as otherwise provided herein.

5. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising of property for sale or rent, or signs used by builders to advertise the property during the construction and sales period.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporary or permanently.

7. 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,

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bred or maintained for any commercial purpose.

8. No lot shall be used or maintained as a dumping ground for rubbish, trash or other refuse. Garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of each material shall be kept in a clean sanitary condition.

9. 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, minerals 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.

10. No plants, walls, heads of shrub planting which obstruct site lines at elevation between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. The same site line limitations shall apply on any lot within ten (10) feet of the intersections of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such level to prevent an obstruction of such site line.

11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear eight (8) feet of each lot. 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 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.

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

13. In the event that a structure is destroyed, wholly or partially by fire or any other casualty, said structure shall be properly rebuilt or repaired to conform to this Declaration, or all the remaining structure, including the foundations and all debris shall be removed from the lot.

14. No building shall be located on any building plot nearer to the front building plot line or nearer to any side building plot line than the minimum building setback line required for each by the City of Casper Zoning Ordinance or nearer than fifteen (15) feet to any side street line. In any event, no building shall be located on any building plot nearer than twenty-five (25) feet to the front lot line or nearer than five (5) feet to an interior building plot line. No building except a detached garage shall be located on an interior lot closer than twenty-five (25) feet to the rear property line. For the purpose of these covenants, 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 building plot to encroach upon another building plot.

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15. No dwelling shall be erected or placed on any building plot having a width of less than seventy (70) feet at the minimum building setback line nor shall any dwelling be erected or placed on any building plot having an area of less than 7,500 square feet.

16. These covenants are to run with the land and are to be binding on all persons and parties 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 period of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change the covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrict violation or to recover damages.

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

Signed this 4<sup>th</sup> day of August, 1977.

BEKAP, a Limited Partnership

By: Jack V. Perlmutter  
General Partner

BEKAP, INC.

By: John [Signature]  
President

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



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Jack V. Perlmutter  
Assistant Secretary

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

STATE OF COLORADO )  
  ) SS  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me by Jack H. Perlmutter, general partner of BKP, a Limited Partnership on the 4<sup>th</sup> day of August, 1977.

*Christine Jordan*  
\_\_\_\_\_  
Notary Public



My Commission Expires:  
My Commission expires November 8, 1977



STATE OF COLORADO )  
  ) SS  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me by Zelig Berenbaum, president of BEKAP, INC., this 4<sup>th</sup> day of August, 1977.

*Christine Jordan*  
\_\_\_\_\_  
Notary Public



My Commission Expires:  
My Commission expires November 8, 1977

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).