

RECORDED May 5 1982 11:00 CLOCK AM

INSTRUMENT NO. 330458

JOHN J. TOBIN

COUNTY CLERK

DECLARATION OF COVENANTS AND RESTRICTIONS
For
Sunrise Hills Subdivision No. 7 in the
City of Casper, Natrona County, Wyoming
(Single Family)

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. 7, 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 27th day of December, 1978, 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 said Subdivision 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 Subdivision or any interest therein, and shall inure to, and pass with, each and every parcel within said Subdivision 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 and within said Subdivision 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

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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).

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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 Zelle Berenbaum, Jack H. Perlmutter and J.E. Vlastos, Suite 320, 300 South Wolcott Street, Casper, Wyoming. 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 one thousand (1,000) square feet for a one-story building; provided, however, that in the erection of tri-level, garden-level and split entry residences, the minimum applied to the two upper levels of 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.

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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 3rd day of May, 1982.



Jack N. Perumthazh
Assistant Secretary

BEKAP, a Limited Partnership

BY: Jack N. Perumthazh
General Partner

BEKAP, INC.

BY: John B. ...
President

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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 plot nearer to the front building lot 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 near than twenty (20) feet to the front Lot line or near 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 (20) 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.

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.

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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, bred or maintained for any commercial purposes.

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.

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STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The above and foregoing instrument was acknowledged before me this 4 day of May, 1982, by Jack H. Perlmutter, general partner of BKP, a limited partnership.

Annette Schlecht
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The above and foregoing instrument was acknowledged before me this 3rd day of May, 1982, by Zelle Berenbaum, president of Bekap, Inc., and general partner of BKP, a limited partnership.

Zelle Berenbaum
Notary Public

