

PLAT OF SUNSET ADDITION

TO THE
CITY OF CASPER, WYOMING
IN THE SE 1/4 NE 1/4 AND THE NE 1/4 SE 1/4 Sec. 17 T33N. R79W.
NATRONA COUNTY, WYOMING
SCALE: 1 INCH = 100 FEET

127/259

CERTIFICATE OF DEDICATION SUNSET ADDITION

TO THE
CITY OF CASPER, NATRONA COUNTY, WYOMING

I, HARRY YEARNES, a single man, do hereby certify that the foregoing subdivision of that portion of the Southeast quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter of Section 17, Township 33 North, Range 79 West of the Sixth P.M., said tract being more particularly described as follows:

Beginning at a point on the East and West center line of the said Section 17 and on the West boundary of a 66 foot right of way of Poplar Street, City of Casper, Natrona County, Wyoming, which bears S. 87° 54' W. 35.34 feet from the East quarter corner of the said Section 17; thence South 193.00 feet along the West boundary of the said 66 foot right of way of the said Poplar Street extended to a point; thence West 257.04 feet to a point; thence N. 89° 44' W. 245.55 feet to a point on the East and West center line of the said Section 17, which bears S. 87° 54' W. 460.14 feet from the said East quarter corner of the said Section 17; thence continuing N. 45° 44' W. 863.71 feet to a point; thence N. 46° 16' E. 584.00 feet to a point; thence S. 43° 44' E. 120.00 feet to a point; thence N. 46° 16' E. 174.00 feet to a point; thence S. 43° 44' E. 163.00 feet to a point; thence N. 46° 16' E. 158.15 feet to a point; thence East 18.00 feet to a point; thence South 125.04 feet to a point; thence East 120.00 feet to a point on the West boundary of the said 66 foot right of way of the said Poplar Street; thence South 939.82 feet along the West boundary of the said 66 foot right of way of the said Poplar Street, to the point of beginning, containing 18.00 acres more or less; as appears on this plat, is with the free consent and in accordance with the desires of me, the undersigned owner and proprietor of said lands; that the name of said subdivision shall be "Sunset Addition to the City of Casper, Natrona County, Wyoming" and that the streets, alleys and public ways shown on said plat are hereby dedicated to public use.

Harry Yearness
Harry Yearness

STATE OF WYOMING) ss.
COUNTY OF NATRONA)

On this 14th day of July, 1949, before me personally appeared HARRY YEARNES, a single man, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

W. J. Thomas
Notary Public

My commission expires on the 30th day of Oct., 1952

CERTIFICATE OF SURVEYOR

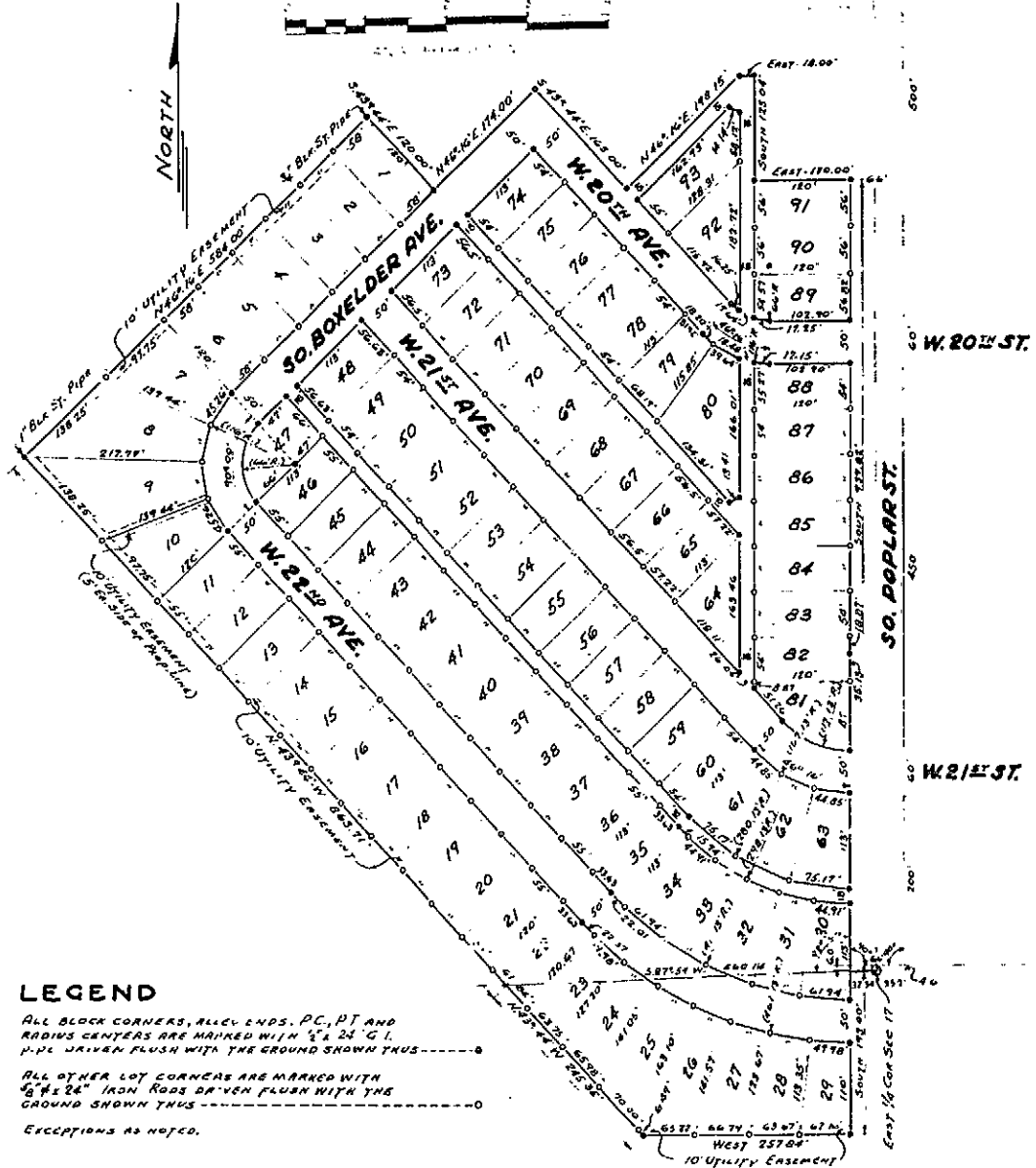
I, ALBERT PARK, of Casper, Wyoming, hereby certify that during the months of June and July, 1949, the Sunset Addition to the City of Casper, Wyoming, in the SE 1/4 NE 1/4 and the NE 1/4 SE 1/4, Section 17, T33N, R79W, of the Sixth P.M., Wyoming, was surveyed by me and under my direction; that said addition is described on this plat in the owner's Certificate of Dedication and that the same is correctly shown on this plat which is drawn to a scale of one inch equals one hundred feet. Lot corners and other points are marked as shown on the plat. Each lot bears its respective number. Said plat is true and correct, and I accurately surveyed said addition and the lots, blocks, streets, alleys, parks, commons and other grounds are well and accurately staked off and marked. Widths of streets and alleys and dimensions of lots are given in feet and decimals.

Albert Park
ALBERT PARK,
Professional Engineer and Land Surveyor
LICENSE NO. 160

Subscribed in my presence and sworn to before me this 14th day of July, 1949

W. J. Thomas
Notary Public

My commission expires on the 30th day of Oct., 1952



LEGEND

ALL BLOCK CORNERS, ALLEY LINDS, P.C., P.T AND RADIUS CENTERS ARE MARKED WITH 3/4" x 24" G.I. PIPE DRIVEN FLUSH WITH THE GROUND SHOWN THUS: ---o---

ALL OTHER LOT CORNERS ARE MARKED WITH 1/2" x 24" IRON RODS DRIVEN FLUSH WITH THE GROUND SHOWN THUS: ---o---

EXCEPTIONS AS NOTED.

APPROVED:

CITY COUNCIL OF THE
CITY OF CASPER, WYOMING

BY *William J. Thomas*
MAYOR

ATTEST *W. J. Thomas*
PRESIDENT OF THE COUNCIL

W. J. Thomas
CITY CLERK

DATED July 14th 1949

APPROVED:

BOARD OF COUNTY COMMISSIONERS
OF NATRONA COUNTY, WYOMING

BY *William J. Thomas*
CHAIRMAN OF BOARD

ATTEST *Carl Thomas*
COUNTY CLERK

DATED August 14, 1949

Carl Thomason
County Clerk

SUNSET ADDITION BUILDING RESTRICTIONS

WHEREAS, Ray Odell Homes Company, a corporation, is the owner of Lots number 1 to 93, inclusive, in Sunset Addition to the City of Casper, Natrona County, Wyoming, and desires to establish in said addition an exclusive residential district wherein the construction and use of dwelling houses shall conform to certain minimum requirements, and each home owner, in consideration of his compliance with such requirements, shall be protected against violation thereof by any other home owner;

NOW, THEREFORE, In consideration of the premises, the undersigned Ray Odell Homes Company, a corporation, does hereby impose upon Lots numbered 1 to 93, inclusive, of Sunset Addition to the City of Casper, Natrona County, Wyoming, the following protective covenants and restrictions, to-wit:

(a) Upon Lots numbered 1 to 93, inclusive, in said Sunset Addition, no structures shall be erected, altered, placed or permitted to remain on any residential building lot, other than one detached single-family dwelling or one semi-detached single-family dwelling, not to exceed two and one-half stories in height and a private garage for not more than three cars.

(b) No building shall be erected, placed or altered on any building plot in said addition until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Milton Coffman, D. L. Odell and R. W. Odell, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1959. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

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).

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(c) No building shall be located nearer to the front lot line or nearer to the side street line than the building setback line shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line. No building shall be located on any of said lots nearer than 25 feet to the front line or either abutting street. No building except a detached garage or other outbuilding located 75 feet or more from the front lot line shall be located nearer than 3 feet to any side lot line.

(d) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5000 square feet or a width of less than 50 feet at the front building setback line.

(e) No store, shop, repair shop, storage or repair garage, restaurant, dance hall or other public place of amusement, or any similar business or commercial enterprise shall be carried on or conducted upon any lots within said Lots 1 to 93, inclusive, in said addition, nor shall anything be done on any of said lots which may be an annoyance or nuisance to the neighborhood.

(f) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

(g) No dwelling costing less than \$7,500.00 as of January 1, 1949, shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet in the case of a one-story structure nor less than 700 square feet in the case of a one and one-half, two, or two and one-half story structure.

(h) Easements affecting Lots numbered 1 to 29, inclusive, are reserved, as shown on the recorded plat, for utility installations and maintenance.

(i) Yard fences may extend only from the rear of any lot to the rear of the house thereon, and there shall be no front yard fencing.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1975, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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.

Executed this 10th day of October, 1949.

RAY ODELL HOMES COMPANY, A Corporation,

By Milton Coffman
President

Attest Earl E. Hanway
Secretary

STATE OF WYOMING)
 : SS.
COUNTY OF NATRONA)

On this 10th day of October, 1949, before me personally appeared Milton Coffman, to me personally known, who, being by me duly sworn, did say that he is the _____ president of Ray Odell Homes Company, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Milton Coffman acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal the day and year in this certificate first above written.

My commission expires: June 24, 1952

Marilynn G. Daly
Notary Public

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