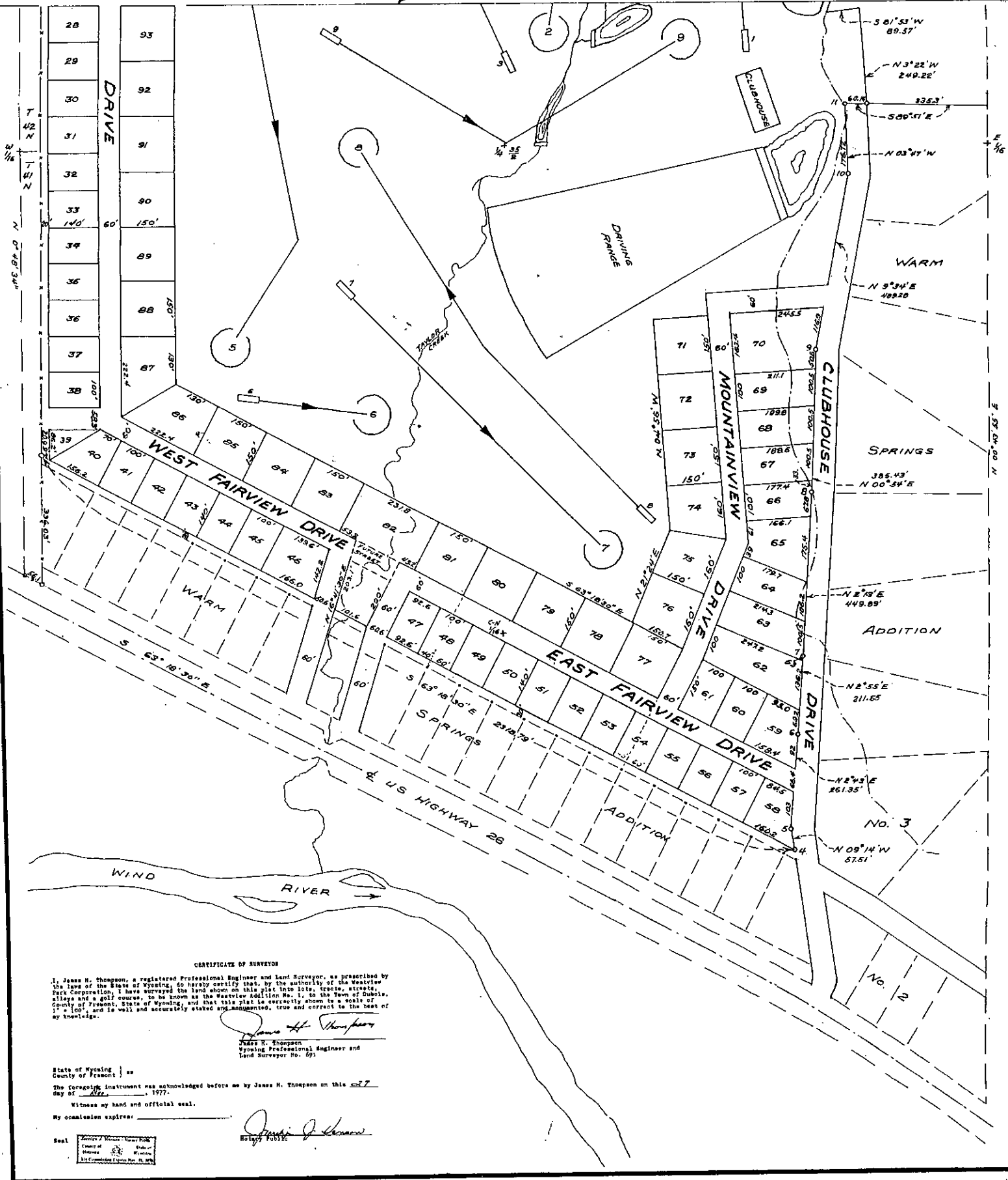


# WESTVIEW PARK ADDITION No. 1 DUBOIS, WYOMING

SHEET No. 2

MATCH LINE →



**CERTIFICATE OF SURVEYOR**

I, James H. Thompson, a registered Professional Engineer and Land Surveyor, as prescribed by the laws of the State of Wyoming, do hereby certify that, by the authority of the Westview Park Corporation, I have surveyed the land shown on this plat into lots, tracts, streets, alleys and a golf course, to be known as the Westview Addition No. 1, to the Town of Dubois, County of Fremont, State of Wyoming, and that this plat is correctly shown to a scale of 1" = 100', and is well and accurately stated and augmented, true and correct to the best of my knowledge.

*James H. Thompson*  
James H. Thompson  
Wyoming Professional Engineer and  
Land Surveyor No. 691

State of Wyoming } ss  
County of Fremont }  
The foregoing instrument was acknowledged before me by James H. Thompson on this 27  
day of July, 1977.  
Witness my hand and official seal.

My commission expires: \_\_\_\_\_  
*David J. Hansen*  
Notary Public

Seal  
James H. Thompson  
Professional Engineer  
Land Surveyor No. 691

52

5



## STATEMENT OF RESERVATIONS &amp; RESTRICTIVE COVENANTS

Fremont County: Wyo. No. 974174  
Recorded

Developer: Westview Park, Inc.

R 21 1978 Book 25 of Microfilm Page 934

Owner: Westview Park, Inc.

3 o'clock PM  
James A. Farthing  
County Clerk

Name of developer: Westview Park, Inc., a Wyoming corporation  
 Address: Dubois, Wyoming  
 Name of Subdivision: Westview Park Addition #1  
 Location: In the town of Dubois, Fremont County, Wyoming  
 Number of lots in subdivision: 104  
 Number of acres in subdivision: 200 acres, more or less

## 1. RESERVATIONS AND RESTRICTIONS:

The Directors of Westview Park Addition #1 in setting forth the following restrictions and covenants to establish a sub-division which will be an attractive addition to the area and town of Dubois. Acceptance of these terms indicates an agreement with these objectives and purposes.

The property is subject to reservations and restrictions as contained in those certain restrictive covenants recorded in the office of the County Clerk and Ex-Officio Register of Deeds in and for Fremont County, Wyoming, in <sup>Drawer</sup> Book 3 of Miscellaneous, at Page 51-52, thereof, and which are set forth herein verbatim:

## RESERVATIONS AND RESTRICTIVE COVENANTS

## TO WESTVIEW PARK ADDITION NO. 1

KNOW ALL MEN BY THESE PRESENTS:

Westview Park, Inc., a Wyoming corporation, fee owner of the following described real property located in Fremont County, Wyoming:

A tract of land located in the Town of Dubois, Fremont County, Wyoming, more particularly described as follows: E $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 35, T. 42N., R. 107 W., 6th P.M., and so much of the E $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , Section 2, T. 41 N., R. 107 W., 6th P.M., Fremont County, Wyoming, lying north of U.S. Highway 26, EXCEPTING Warm Springs Additions No. 2 and No. 3 to the Town of Dubois, Fremont County, Wyoming, and EXCEPTING FURTHER a strip of land along the west line of said property more particularly described as follows: A tract of land located in portions of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 2, T. 41 N., R. 107 W., 6th P.M., and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , and NE $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 35, T. 42 N., R. 107 W., 6th P.M., Fremont County, Wyoming, more particularly described as follows: Beginning at the W 1/16 corner common to said Sections 2 and 35, thence N. 0°46'33" W. 2652.49 feet to the CW 1/16 corner of Section 35, thence N. 89°36'24" E. 89.5 feet to a point, thence S. 0°05'00" E. 3838.83 feet to the north R.O.W. of U.S. Highway 26 and 287, thence along said R.O.W., N. 63°18'30" W. 56.10 feet to a point, thence N. 0°48'34" W. 1152.50 feet to the point of beginng, said tract containing 6.181 acres more or less.

And desiring to plat and dedicate the same as a legal subdivision, does hereby make the following declarations as to reservations, restrictions, limitations and

uses to which the lots and tracts constituting said legal subdivision may be put contemplating the development of said land as a residential area and the purchase of lots therein for residential purposes, said lands constituting a legal subdivision in accordance with a plat thereof recorded in Drawer 3, Page 51-52, in the office of the County Clerk and Ex-Officio Register of Deeds in and for Fremont County, Wyoming. The within restrictions and reservations shall govern the control, ownership, use, occupancy and transfer of the lots and tracts contained in said legal subdivision under and upon the following terms and conditions:

1. NAME AND PLAT: The name of this subdivision shall be "Westview Park Addition No. 1", town of Dubois, Fremont County, Wyoming, and this instrument shall be construed as a part of the plat of the subdivision as though the same were set forth thereon in full.

2. EXTENT OF RESTRICTIONS: Reservations, restrictions and limitations herein set forth shall be construed as conditions attached to the grant of each lot in said legal subdivision and as covenants running with the land; they shall be part of every deed, grant, conveyance, or encumbrance on the lots herein covered, or any part thereof, the same as they were set up in full in each deed, and every such deed, grant, conveyance and encumbrance shall be subject to the terms and conditions hereof whether or not so expressly stated; they are created for the benefit of the entire legal subdivision and each lot and tract therein contained and shall be enforceable at law or inequity in accordance with their several terms and provisions by the owners of the lots and tracts therein, individually and collectively, against the person or persons violating any of the conditions of this instrument and either to prevent him from doing so, or to recover damages for such violation or both.

3. SIZE OF LOTS: Lots in this legal subdivision to remain as platted. No lot to be further divided without specific approval in writing of Westview Park, Inc.

4. USE: The use of the lots and tracts herein shall be limited to private residential purposes, and no more than one residential unit with out-buildings shall be located thereon, excepting Lots 1, 2, 3, 4, 5, 6 upon which one secondary residence will be permitted; use and occupancy of the respective residential units shall be limited to one family; no commercial or business use of any of the residential units shall be permitted, nor shall any commercial or business activity be conducted within the legal subdivision, to include the storage or parking of commercial vehicles or equipment. No unlicensed or inoperable motor vehicle shall be stored or parked within the legal subdivision.

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No trailer house shall be stored or parked within the legal subdivision other than for the purposes of maintaining a residence during the construction of a building in conformity with the requirements as hereinafter set forth not to exceed one year in duration provided, however, unoccupied campers and camp trailers and recreational vehicles may be parked upon the premises by the beneficial owners of the property with prior approval of the Architectural Control & Management Committee only. Parking of all recreational vehicles shall not be on streets and allies and must be parked on owners property. Domestic pets (dogs and cats only) shall be permitted, providing suitable fencing is constructed so that any such animal is restricted to owner's property. Additionally, horses may be permitted on Lots 1, 2, 3, 4, 5, and 6, providing fencing acceptable to Architectural Control & Management Committee is pre-installed, and such animals are well cared for and are restricted at all times to owner's property. Owner's will be personally liable for any and all damage incurred. The raising, maintenance, keeping or harboring of any kind of barnyard fowl, sheep, goats, rabbits and cattle, swine or other similar animals is prohibited.

5. WATER: All water rights to this land are reserved by Westview Park, Inc. No water use from the ditch by any lot owner will be permitted. Stock water for Lots 1, 2, 3, 4, 5, and 6 may be obtained if available through arrangement with Architectural Control & Management Committee.

6. UTILITY AND SERVICE LINES: All public utility and service lines, including pipe lines, shall be buried.

7. MINERAL RIGHTS: All mineral rights, including oil, gas and other hydrocarbons, upon the premises, are reserved in their entirety to Westview Park, Inc., a Wyoming corporation. No leasing or Mineral Development will be allowed.

8. FENCING: Any and all fences placed upon the premises shall be pole fences, buck and pole fences, or wire mesh (cyclone) fence. Any fences along the road right-of-way shall in no way be built upon the right-of-way.

9. NUISANCES: No conditions which constitute or create a nuisance or an unreasonable annoyance to the other property owners in the legal subdivision shall be created or permitted to exist; where livestock is kept for pleasure purposes, it must be so restrained that no interference will be caused to other adjoining properties. Waste water from irrigation shall be so controlled so as to prevent annoyance, damage or injury to adjoining property.

10. BUILDING AND CONSTRUCTION: Basement dwelling houses only, or basements existing as unfinished construction, or roofed over to be used as dwelling place shall not be permitted; in the event such condition should develop and continue for a period of one year after commencement of construction thereof, it may, at the end of the said one-year period, be abated as a nuisance. No building may be placed, erected or constructed closer than 15 feet from a lot or tract boundary line. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet. No main structure shall exceed one and one-half stories. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control & Management Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

11. RIGHTS-OF-WAY AND EASEMENTS: Each lot or tract in the legal subdivision shall possess and shall be burdened by the following rights and easements held, possessed and enforceable by all lot owners jointly and severally. Easements and rights-of-way as may be reasonable necessary for the installation, maintenance and repair of water, power, telephone and gas mains and lines, which shall be buried, or other installation as the same may now or in the future be installed or erected; provided, nevertheless, that no such easement or right-of-way shall hinder, damage or obstruct residential buildings constructed or in the process of construction at the time of such installation; provided further, that the use of such easement and exercise of rights thereunder shall be conducted with due care in regard to the surface, and in the event the surface shall be damaged in installation, maintenance or repair, it shall be, upon completion of the work, restored to its original condition.

12. INVALIDATION AND AMENDMENT: Invalidation of any of the covenants, restrictions and limitations contained in this instrument by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect. The rights, duties, obligations and restrictions herein created are for the benefit of all of the land in said legal subdivision and they are and shall be irrevocable and perpetual until and unless revoked, obligated, modified or amended by instruments executed and acknowledged in the form prescribed for the execution of deeds by 75-per cent of the owners of the property in this legal subdivision.

13. GARBAGE DUMPING: No part of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris, or other waste, except upon a temporary basis, and in that event, kept in a sanitary condition and shall be hauled away to a garbage dumping area at least weekly.

14. FIRE HAZARDS: All reasonable preventions shall be taken against fire hazards.

15. MINING OPERATION: No quarrying, gravel operation or mining operations of any kind shall be permitted upon or in any lots of the subdivision.

16. OLD OR SECOND-HAND BUILDINGS: No old or second-hand building shall be moved on any lot on the subdivision.

17. ANTENNAS: TV or radio antennas may not protrude more than six feet above the roofline of any structure.

18. STREETS AND ROADS: All streets and roads on the subdivision belong to the town of Dubois for public use and benefit.

19. ARCHITECTURAL CONTROL & MANAGEMENT COMMITTEE-DEFINITION AND NUMBER: The Architectural Control & Management Committee is composed of not less than three officers or directors of Westview Park, Inc., appointed by the President. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

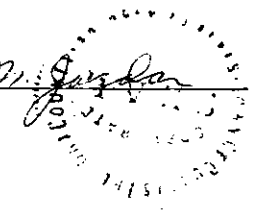
20. ALL LAWS AND ORDINANCES OF THE TOWN OF DUBOIS: All laws and ordinances of the Town of Dubois must be complied with in addition to the protective covenants and if the Town laws conflict with the covenants, the Town law will prevail. However, the protective covenants may be enforced if they are more restrictive.

APPROVAL, TOWN OF DUBOIS, WYOMING

Said covenants were accepted by the mayor and town council of Dubois, Wyoming this 19th day of April 1978.

[Signature]  
Mayor

Attest: [Signature]  
City Clerk



State of Wyoming )  
County of Fremont ) ss

Filing for record in my office this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_.  
at \_\_\_\_\_, Plat No. \_\_\_\_\_, Drawer \_\_\_\_\_,  
Page \_\_\_\_\_, Fee paid \_\_\_\_\_.

FIRST AMENDMENT TO STATEMENT  
OF  
RESERVATIONS AND RESTRICTIVE COVENANTS  
FOR  
WESTVIEW PARK ADDITION #1 DUBOIS, WYOMING

The undersigned, being seventy-five percent (75%) or more of the owners of the property in Westview Park Addition #1, Dubois, Wyoming, a legal subdivision in accordance with a plat thereof recorded in Drawer 3, pages 51 and 52, in the office of the County Clerk and Ex-Officio Register of Deeds in and for Fremont County, Wyoming on April 21, 1978, Reception No. 974170, located as follows:

A tract of land located in the Town of Dubois, Fremont County, Wyoming, more particularly described as follows: E $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 35, T. 42N., R. 107 W., 6th P.M., and so much of the E $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , Section 2, T. 41 N., R. 107W. 6th P.M., Fremont County, Wyoming, lying north of U.S. Highway 26, EXCEPTING Warm Springs Additions No. 2 and No. 3 to the Town of Dubois, Fremont County, Wyoming, and EXCEPTING FURTHER a strip of land along the west line of said property more particularly described as follows: A tract of land located in portions of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 2, T. 41 N., R. 107W., 6th P.M. and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , and NE $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 35, T. 42 N., R. 107 W., 6th P.M., Fremont County, Wyoming, more particularly described as follows: Beginning at the W 1/16 corner common to said Sections 2 and 35, thence N. 0°46'33" W. 2652.49 feet to the CW 1/16 corner of Section 35, thence N. 89°36'24" E. 89.5 feet to a point, thence S. 0°5'00" E. 3838.83 feet to the north R.O.W. of U.S. Highway 26 and 287, thence along said R.O.W., N. 63°18'30" W. 56.10 feet to a point thence N. 0°48'34" W. 1152.50 feet to the point of beginning, said tract containing 6.181 acres more or less.

due hereby individually and collectively agree to amend the Statement of Reservations and Restrictive Covenants of Westview Park Addition #1 Dubois, Wyoming recorded in the office of the County Clerk and Ex-Officio Register of Deeds in and for Fremont County, Wyoming on April 21, 1978, in Book 75 of Microfilm, pages 934 through 938, Recording No. 974171, as follows:

1. Paragraph 6 of the Covenants is hereby amended to read as follows:

6. UTILITY AND SERVICE LINES: All public utility and service lines, including pipe lines, shall be buried. All propane tanks shall be buried or concealed from view.

2. Paragraph 8 of the Covenants is hereby amended to read as

Fremont County Wyo. No. 1150457  
Recorded  
FEB 2 1994 Book 604 Page 170  
2:10 o'clock pm Alma Nicol  
County Clerk



follows:

171

8. FENCING: Any and all fences placed on the premises shall be pole fences, buck and pole fences, or wire mesh (cyclone) fence; provided however, that lots in the addition whose back lot lines abut alleys or commercial lots on U.S. Highway 26 may have fences of solid construction erected up to, but not beyond the back corners of any residence constructed on said lot. Any fences along the road right of way shall in no way be built upon the right of way.

3. Paragraph 10 of the Covenants shall be amended to read as follows:

10. BUILDING AND CONSTRUCTION: Basement dwelling houses only, or basements existing as unfinished construction, or roofed over to be used as a dwelling place shall not be permitted; in the event such condition should develop and continue for a period of one year after commencement of construction thereof, it may, at the end of the said one year period, be abated as a nuisance. No building may be placed, erected or constructed closer than fifteen (15) feet from the back or side lot or tract boundary line and no closer than twenty (20) feet from the front or street frontage lot line. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1200 square feet. No main structure shall exceed twenty one (21) feet in height. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control and Management Committee as to quality workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, set back requirements and finish grade elevation.

4. Paragraph 19 is hereby amended to read as follows:

19. ARCHITECTURAL CONTROL & MANAGEMENT COMMITTEE: The Architectural Control and Management Committee shall oversee and interpret compliance with these Reservations and Restrictive Covenants. The committee shall be composed of five (5) property owners in Westview Park Addition. One member shall be appointed and serve at the pleasure of the owner of the golf course in the addition. Four (4) members shall be elected for three year terms by two-thirds of the property owners present at an annual meeting where an election is held. Annual meetings shall be held in May each year with a ten (10) day prior written notice of time and place thereof. Vacancies occurring on the committee shall be filled by a majority vote of the remaining committee to serve the unexpired term of the retiring committee member. The initial membership of the committee and their terms of office shall be as follows:

NOMINATIONS SUBMITTED;

COMMITTEE MEMBER;

TERM EXPIRES;

Bob Sedar

At please of Golf Course owner

Jim Beyers

July 1995

Ronald G. Custis

July 1995

Lynn Coleman

July 1996

Pat Sullivan

July 1996

Nominations for Committee Members will be taken from the floor at the Annual Meeting and all subsequent Annual Meetings.

5. It being understood that all other terms and conditions of the original Statement of Reservations and Restrictive Covenants of Westview Park Addition #1, Dubois, Wyoming, not herein amended, shall remain in full force and effect.

6. This First Amendment To Statement Of Reservations and Restrictive Covenants For Westview Park Addition #1, Dubois, Wyoming may be executed in multiple copies and the signature to any one copy shall be considered a signature to all copies when assembled and bound together, shall constitute a signature to the amendment.

DATED this 13 day of September, 1993.

OWNER

ADDRESS

LOT(S) OWNED

*[Handwritten signature]*

\_\_\_\_\_

#7

STATE OF WYOMING

COUNTY OF FREMONT

Before me this 13th day of September, 1993 appeared Mr. Doug DeGrote and did affix his signature on the foregoing instrument.

*[Handwritten signature: Lynn M. Coleman]*  
Notary Public

My Commission Expires:

7-22-95



NOMINATIONS SUBMITTED;

COMMITTEE MEMBER;

Bob Sedar  
Jim Beyers  
Ronald G. Custis  
Lynn Coleman  
Pat Sullivan

TERM EXPIRES;

At please of Golf  
Course owner  
July 1995  
July 1995  
July 1966  
July 1966

Nominations for Committee Members will be taken from the floor at the Annual Meeting and all subsequent Annual Meetings.

5. It being understood that all other terms and conditions of the original Statement of Reservations and Restrictive Covenants of Westview Park Addition #1, Dubois, Wyoming, not herein amended, shall remain in full force and effect.

6. This First Amendment To Statement Of Reservations and Restrictive Covenants For Westview Park Addition #1, Dubois, Wyoming may be executed in multiple copies and the signature to any one copy shall be considered a signature to all copies when assembled and bound together, shall constitute a signature to the amendment.

DATED this 6 day of Aug, 1993.

OWNER

ADDRESS

LOT(S) OWNED

<u>James E. Beyer</u>	<u>P.O. Box 951</u>	<u>14-15-18-7.</u>
<u>Deann Beyer</u>	<u>Box 951</u>	<u>14-15-18</u>

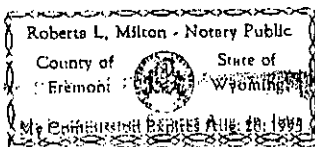
STATE OF WYOMING

COUNTY OF FREMONT

The above named persons appeared before me and affixed their signatures to the foregoing document on the 6th day of August, 1993

Roberts L. Milton  
Notary Public

August 26, 1995  
My Commission Expires:



NOMINATIONS SUBMITTED;

COMMITTEE MEMBER;

Bob Sedar  
Jim Beyers  
Ronald G. Custis  
Lynn Coleman  
Pat Sullivan

TERM EXPIRES;

At please of Golf  
Course owner  
July 1995  
July 1995  
July 1966  
July 1966

Nominations for Committee Members will be taken from the floor at the Annual Meeting and all subsequent Annual Meetings.

5. It being understood that all other terms and conditions of the original Statement of Reservations and Restrictive Covenants of Westview Park Addition #1, Dubois, Wyoming, not herein amended, shall remain in full force and effect.

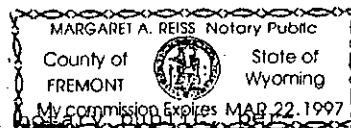
6. This First Amendment To Statement Of Reservations and Restrictive Covenants For Westview Park Addition #1, Dubois, Wyoming may be executed in multiple copies and the signature to any one copy shall be considered a signature to all copies when assembled and bound together, shall constitute a signature to the amendment.

DATED this 9<sup>th</sup> day of Aug, 1993.

OWNER	ADDRESS	LOT(S) OWNED
<u>Joe Detamore</u>	<u>Box - 774</u>	<u># 5-6-65</u>
<u>Mildred Detamore</u>	<u>Box - 774</u>	<u># 5-6-65</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF Wyoming  
COUNTY OF Tremont

On this 9 day of Aug, 1993, before me, a Notary Public, personally appeared Joe and Mildred Detamore, personally known to me to be the person(s) whose name(s) is(are) subscribed to this instrument, and acknowledged that he(she) (they) executed the same



Margaret A. Reiss

WE, the undersigned property owners of Lot (s) #4,  
Westview Park Addition, Dubois, Wyoming, do hereby affix our  
signatures to confirm our acceptance of the First Amendment  
To Statement Of Reservations and Restrictive Covenants For  
Westview Park Addition #1, Dubois, Wyoming.

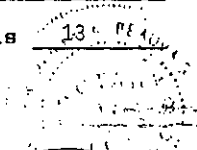
William R. Backer  
\_\_\_\_\_

lot #4  
\_\_\_\_\_

STATE OF ARIZONA  
COUNTY OF APACHE

The foregoing instrument was acknowledged before me by  
William R. Backer,  
of Fort Defiance, Arizona, owner of Lot(s) #4  
of the Westview Park Addition #1, Dubois, Wyoming, this 13<sup>th</sup>  
day of 08, 1993.

WITNESS my hand and official seal

  
Randy P. Rowman  
Notary Public

My Commission Expires: 10/20/94