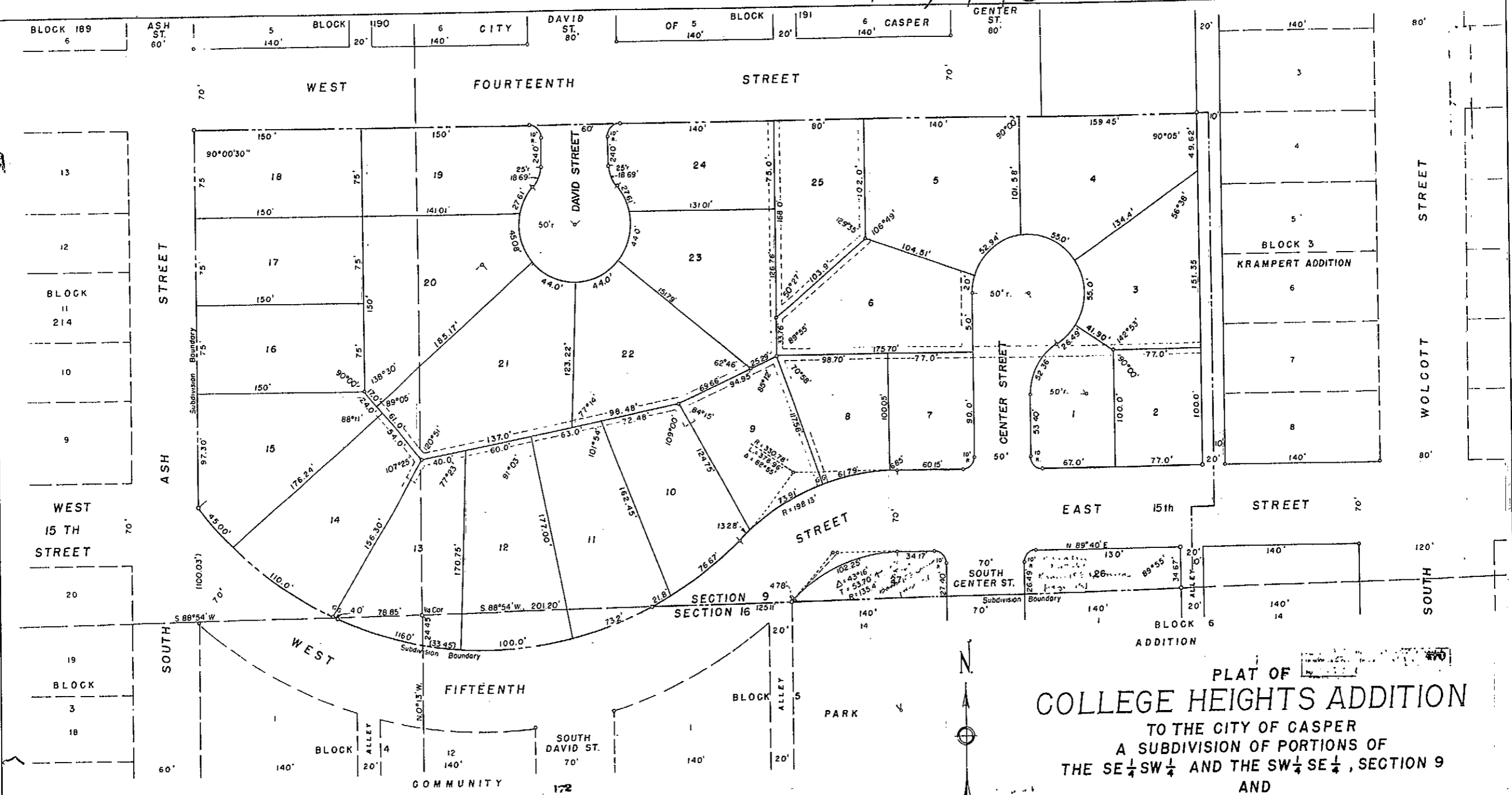


182/470



### CERTIFICATE OF DEDICATION

The undersigned Intermountain Investment Company, a Wyoming corporation, hereby certifies that the above or foregoing subdivision of a portion of the SE 1/4 SW 1/4, SW 1/4 SE 1/4, Section 9, NW 1/4 NE 1/4, NE 1/4 NW 1/4, Section 16, Township 33 North, Range 79 West, 6th P.M., as appears on this Plat is with the free consent, and in accordance with the desires of Intermountain Investment Company, the owner and proprietor of said land, that the name of said subdivision shall be COLLEGE HEIGHTS ADDITION to the City of Casper, Natrona County, State of Wyoming, and the streets, alleys, and public ways shown on the Plat are hereby dedicated to public use.

Dated at Casper, Wyoming, this 20th day of JUNE, 1960

ATTEST  
*W. B. Bernard*  
 SECRETARY

INTERMOUNTAIN INVESTMENT CO., a Wyoming corporation  
 By *H. E. H. Hoff*  
 PRESIDENT

STATE OF WYOMING SS  
 COUNTY OF NATRONA

On this 20th day of JUNE, 1960, before me appeared *E. S. DICKERSON* to me personally known, who, being by me duly sworn, did say that he is the President of INTERMOUNTAIN INVESTMENT COMPANY, a Wyoming corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said *H. E. HOFF* 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 last above written

My Commission expires JULY 20, 1962

*E. S. Dickerson*  
 NOTARY PUBLIC

### CERTIFICATE OF SURVEYOR

We, E. C. Lenhart and H. L. Worthington, licensed surveyors, of Casper, Wyoming, hereby certify that during the month of April, 1960, COLLEGE HEIGHTS ADDITION to the City of Casper, Natrona County, State of Wyoming, situated in the SE 1/4 SW 1/4, SW 1/4 SE 1/4, Section 9, NW 1/4 NE 1/4, NE 1/4 NW 1/4, Section 16, Township 33 North, Range 79 West, 6th P.M., was surveyed by us as shown on this Plat. Each lot therein bears its respective progressive number. Said Plat is true and correct and accurately describes the subdivisions of the tract, and we accurately surveyed the subdivision of lots, streets, alleys and public ways, as are well and accurately staked off and marked. Dimensions are in feet and decimals thereof.

E. C. LENHART REG. NO. 320, P.E. & L.S.  
 H. L. WORTHINGTON REG. NO. 142, L.S.

Sworn to and subscribed before me this 20th day of JUNE, 1960  
 My Commission expires May 27, 1961

*Gene Jennings*  
 NOTARY PUBLIC

REFERENCE NOTES AND EXPLANATIONS

Survey B Plat by  
 Worthington, Lenhart & Associates, Inc  
 220 South Lane Street, Casper, Wyoming

UTILITIES EASEMENT  
 10' LINE  
 10' and 20' easement

PLAT OF  
**COLLEGE HEIGHTS ADDITION**  
 TO THE CITY OF CASPER  
 A SUBDIVISION OF PORTIONS OF  
 THE SE 1/4 SW 1/4 AND THE SW 1/4 SE 1/4, SECTION 9  
 AND  
 THE NW 1/4 NE 1/4 AND THE NE 1/4 NW 1/4, SECTION 16  
 T. 33N., R. 79W., 6TH P.M.  
 NATRONA COUNTY, WYOMING

SCALE: 1" = 40'

APPROVED

CITY COUNCIL OF THE CITY OF CASPER, WYOMING, by Ordinance No. 1314A, duly passed, adopted and approved on the 22nd day of JUNE, 1960

*Earl B. Johnson*  
 MAYOR AND PRESIDENT OF THE CITY COUNCIL

ATTEST:  
*Earl B. Johnson*  
 CITY CLERK

Dated June 20, 1960

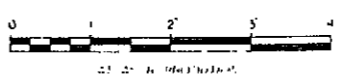
BOARD OF COUNTY COMMISSIONERS OF NATRONA COUNTY, WYOMING, by Resolution duly passed on the 5th day of July, 1960

*John B. Smeace*  
 CHAIRMAN OF THE BOARD

ATTEST:  
*John B. Smeace*  
 COUNTY CLERK

Dated July 5, 1960

Instructed and Approved: *John B. Smeace*



LOU K MUSSER  
COUNTY CLERK

COVENANTS RESTRICTING AND GOVERNING  
LAND USE AND DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned INTERMOUNTAIN INVESTMENT COMPANY is the owner of all that certain real property situate in Natrona County, State of Wyoming, known and described as, and embraced within,

COLLEGE HEIGHTS ADDITION TO THE  
CITY OF CASPER, NATRONA COUNTY,  
STATE OF WYOMING,

as shown on the plat and dedication thereof duly recorded in the office of the County Clerk and Ex-Officio Recorder of Deeds in and for Natrona County, State of Wyoming, in Book 182 of Deeds at page 470, except Lots 26 and 27 thereof, which are not intended to be affected or covered by the covenants hereinafter set forth, and

WHEREAS, in order to insure the use and development of said property for exclusive residential purposes only, to prevent the impairment of the attractiveness of said property for such puposes, and to maintain property values therein, the said INTERMOUNTAIN INVESTMENT COMPANY desires hereby to make and impose upon said real property the restrictions and limitations hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises the undersigned INTERMOUNTAIN INVESTMENT COMPANY, a Wyoming corporation, does hereby and by these presents make, publish, declare, and impose upon all of the real property situate and included within the aforementioned College Heights Addition to the City of Casper, Natrona County, State of Wyoming (hereinafter referred to as the "Addition"), the following restrictions and limitations governing the use and development of all lots and tracts within said Addition, and does hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land in said Addition and shall be binding upon the undersigned and all persons claiming under it, and shall be for the benefit of, as well as limiting and restricting, all future owners of lots and tracts within said Addition.

1. All lots and tracts in said Addition shall be used exclusively for residential purposes; no building or structure shall be erected, placed, or be permitted to remain on any lot or tract therein other than one, private, single-family dwelling, specifically designed for the use and occupancy of one family together with an attached or detached garage.

2. No dwelling costing less than Twenty-five Thousand Dollars (\$25,000.00), exclusive of the cost of an appurtenant garage and ground or landscaping improvements, shall be erected or permitted on any lot or tract in said Addition; the plans and specifications for all dwellings and appurtenant garages to be erected or placed in said Addition, and the location there-of on the lot or tract, shall be approved by the Architectural Control Committee, for which provision is made in paragraph 11 hereof, before the construction or placement thereof shall commence.

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).

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).

3. No business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature, whether or not conducted for profit, shall be operated, maintained, or conducted on any lot or tract in said Addition or in any dwelling or garage erected or placed therein, nor shall any dwelling therein, or any part thereof, be used as a boarding or rooming house, nor shall any mining or quarrying operations or operations for the drilling of any oil or gas well be conducted or permitted in said Addition, nor shall any signs used to facilitate the sale thereof, be erected, placed or be permitted to remain on any lot or tract within said Addition.

4. No trailer, basement, garage, or other structure of a temporary nature, shall be used as a place of residence or habitation either temporarily or permanently, and, except as the same may be customarily employed by contractors for and during the construction of improvements thereon, no house trailer, tent, shack or other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot or tract in said Addition.

5. All electric power, telephone, and community television drop-off service lines, as well as all other utility services, located inside the boundaries of each lot or tract in said Addition, shall be buried underground, and shall be brought underground into each dwelling or garage thereon situate; no exposed television, radio or other communication antennae shall be erected, placed or be permitted to remain on the exterior of any dwelling or garage or on any lot or tract in said Addition.

6. All dwellings in said Addition shall be equipped with mechanical kitchen waste disposal units; all organic kitchen waste and garbage shall be disposed of through such kitchen disposal units and shall not be placed for removal in the exterior garbage containers hereinafter mentioned; each dwelling shall be equipped with a gas-fired incinerator located inside the dwelling or in the garage appurtenant thereto, and all combustible house-hold waste, other than organic kitchen waste, shall be disposed of therein; all exterior garbage containers shall be placed underground, at a convenient location on the lot or tract, in a concrete lined or metal chamber equipped with an attached and suitable metal lid; no garbage cans or containers shall be placed or be permitted to remain above ground; the use of exterior garbage containers shall be restricted to the disposition of inorganic and noncombustible household waste and garbage; no trash, brush piles, rubbish, junk, inoperative vehicles, trucks, house-trailers, or other trailers, and other unsightly items of property or waste shall be collected, placed or be permitted to remain on or in front or in back of any lot or tract in said Addition.

7. The construction of dwellings in said Addition shall be completed not later than one year from and after the date upon which such construction was commenced; all lots or tracts in said Addition shall be landscaped and planted with grass and trees or shrubbery of appropriate character and type within one year from and after construction of improvements on any such lot or tract has commenced.

8. Each lot or tract in said Addition shall be equipped with a front yard lamp mounted on a metal post no higher than six and one-half feet and located not less than five feet from the inside sidewalk line, and same to be erected or installed prior to the completion for use of any dwelling on such lot or tract;

cont,

the lamp herein provided for shall be either a sixty (60) Watt electric lamp equipped with an electric eye device for automatic turn-on at night-fall, or a gas-illuminated lamp; the electric or gas lines thereto shall be buried underground.

9. Portable rotary clothes drying lines may be erected or installed in the back-yards of the lots or tracts in said Addition, if desired by the owner thereof; single or parallel clothes lines shall not be erected, placed or be permitted to remain in any lot or tract in said Addition.

10. Fences or walls for the purpose of dividing or enclosing lots or tracts forward of the front elevation of any dwelling thereon shall not be erected, placed or be permitted to remain on any lot or tract in said Addition; no wall or fence shall be erected, placed or be permitted to remain on any other part of any lot or tract in said Addition without the express consent and approval of the Architectural Control Committee, hereinafter provided for, as to the location and height of any such fence or wall and the type and design of the construction thereof; all walls or fences in said Addition shall be maintained in a slightly condition by the owner or owners thereof.

11. No dwelling, garage, wall, or fence shall be erected or placed on any lot or tract in said Addition, nor shall any dwelling, garage, wall or fence, erected or placed thereon be enlarged, remodeled or altered in size or exterior design, until the building plans, design and specifications therefor and a plot plan showing the location thereof on such lot or tract shall have been submitted to, and approved in writing as to standards of construction, design, and appearance, and as to the location thereof with respect to topography and finished ground elevation, by an Architectural Control Committee consisting of W. N. Barnard of Casper, Wyoming, or a person selected and designated by him, or by his executor or administrator, if he be deceased, and two other members to be selected, designated, and replaced at the pleasure of, Intermountain Investment Company, one of whom shall be a licensed and qualified architect, practicing and resident in Casper, Wyoming, in the event the Committee neither approves nor disapproves such plans within thirty days from the date of submission thereof, its approval shall not be required, and this provision shall be deemed to have been complied with.

12. The covenants herein contained shall be and remain in full force and effect for a period of twenty (20) years from and after the date hereof, and shall remain in force and effect thereafter for successive ten (10) year periods unless by agreement of the majority of the then owners of lots or tracts in said Addition, the terms and provisions hereof are changed, modified or abrogated in whole or in part at the end of the first twenty year period or at the end of any succeeding ten year period.

13. In the event of the violation or the attempt to violate any of the covenants herein contained, it shall be lawful for the undersigned Intermountain Investment Company, or any person owning any lot or tract in said Addition, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same and therein to recover damages for such violation or attempt or, at its or their option, to obtain injunctive relief, either mandatory or prohibitive, to prevent such violation or to reestablish prior existing and unobjectionable conditions.

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).

14. In the event any one or more of the covenants herein contained is rendered invalid or unenforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall, nonetheless, remain in full force and effect for and during the full term hereof.

15. The covenants herein contained shall be binding upon the undersigned Intermountain Investment Company, and upon all its successors and assigns as to any and all of the land in said Addition contained, and are imposed upon said Addition as an obligation and charge against all the lands, lots and tracts therein situate, for the benefit of the undersigned Intermountain Investment Company, its successors and assigns, and as a general plan for the benefit of said Addition and those persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part thereof.

IN WITNESS WHEREOF Intermountain Investment Company has executed this instrument at Casper, Wyoming on the 2nd day of August, 1960.

INTERMOUNTAIN INVESTMENT COMPANY

ATTEST  
 W B BARNARD  
 Secretary

BY LOUIS ROGNSTAD  
 President

STATE OF WYOMING     )  
   )  
 COUNTY OF NATRONA    )     SS.

On this 2nd day of August, 1960. before me appeared LOUIS ROGNSTAD, to me personally known, who, being by me duly sworn, did say that he is the President of INTERMOUNTAIN INVESTMENT COMPANY, a Wyoming corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said LOUIS ROGNSTAD acknowledged said instrument to be the free act and deed of said corporation.

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

W. N. BARNARD  
 Notary Public

My commission expires :  
 July 20, 1962

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