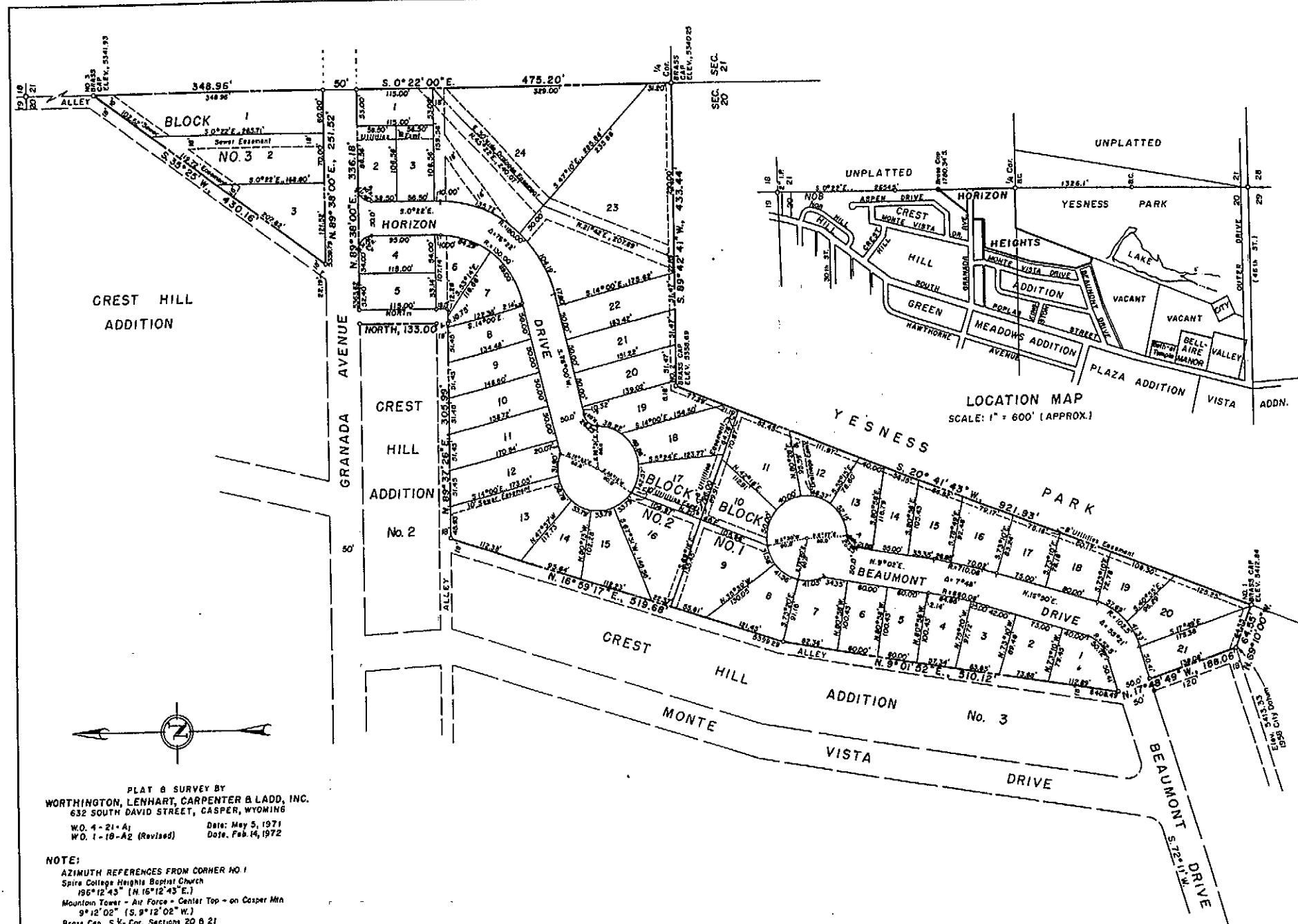


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1065



PLAT OF  
**"HORIZON HEIGHTS"**  
 AN ADDITION TO THE CITY OF CASPER, WYOMING  
 BEING A SUBDIVISION OF PARTS OF  
 THE SE 1/4 NE 1/4 & NE 1/4 SE 1/4, SECTION 20  
 T. 33N, R. 79W, 6th PRINCIPAL MERIDIAN  
 NATRONA COUNTY, WYOMING

SCALE: 1" = 80'

CERTIFICATE OF DEDICATION

DESIGN DEVELOPMENT INC., a Wyoming Corporation, hereby certifies that it is the owner and proprietor of the foregoing subdivision located in the SE 1/4 NE 1/4 and NE 1/4 SE 1/4, Section 20 of Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, which is more particularly described in two parcels as follows:

Beginning at the one-quarter (1/4) corner common to Sections 20 and 21 of said T. 33N, R. 79W, which corner is also the easterly corner common to said SE 1/4 NE 1/4, and the NE 1/4 SE 1/4, Section 20, and marks a point in the north line of Yesness Park; thence from said point of beginning and along the northerly line of said Yesness Park, S. 89° 42' 41" W., 433.44 feet to the northwesterly corner thereof and corner No. 2 of the parcel being described; thence along the westerly line of said Park thence and the easterly line of said Subdivision, S. 20° 41' 43" W., 921.93 feet to corner No. 1 of said Subdivision; thence leaving said Park line, N. 69° 10' 08" W., 64.55 feet to a point marking the southeasterly corner of Crest Hill Addition No. 3, to said City of Casper; thence along the easterly alley line of said Addition and the westerly line of the Parcel being described N. 17° 48' 49" W., 188.06 feet to a point; thence N. 9° 01' 52" E., 510.12 feet to a point; thence N. 16° 59' 17" E., 519.68 feet to an intersection with the southerly line of Crest Hill Addition No. 2, to the City of Casper; thence along the southerly line of said Addition and the northerly line of the Parcel being described, N. 89° 37' 26" E., 305.99 feet to a point; thence Due North, 133.00 feet to a point in the southerly line of said Addition; thence along the southerly line of said Avenue, N. 89° 36' 00" E., 336.18 feet to a point in the easterly line of said SE 1/4 NE 1/4, Section 20; thence along the easterly line of said Parcel and the SE 1/4 NE 1/4, Section 20, S. 0° 22' 00" E., 475.20 feet to the point of beginning, said Parcel containing 110.42 acres, more or less;

A second Parcel being a portion of the SE 1/4 NE 1/4, said Section 20, and more particularly described as follows:

Beginning at the southeasterly corner of said Parcel, said point and corner being located in the easterly line of said SE 1/4 NE 1/4, Section 20 at N. 0° 22' E., 524.9 feet from the southwesterly corner thereof; thence along said easterly line, N. 0° 22' E., 348.96 feet to a point in the easterly line of Crest Hill Addition to the City of Casper; thence along the southeasterly line of said Addition and the northwesterly line of the Parcel being described, S. 35° 25' W., 430.16 feet to a point in the northerly line of Granada Avenue as set forth by the Recorded Plat of said Crest Hill Addition; thence along the northerly line of said Granada Avenue, N. 89° 36' E., 251.52 feet to the southeast corner of said Parcel and the point of beginning and containing 1.007 acres, more or less; the combined area of the two foregoing described Parcels comprising said Subdivision is 12.049 acres, more or less;

and as appears on this plat, is with the free consent and in accordance with the desires of the undersigned owner and proprietors of the foregoing Subdivision, that the name of said Subdivision shall be "HORIZON HEIGHTS", an Addition to the City of Casper, Natrona County, Wyoming, and that all streets and/or public ways as shown on this plat are hereby dedicated to the use of the public.

Dated at Casper, Wyoming, this 19<sup>th</sup> day of May, 1972.  
 DESIGN DEVELOPMENT INCORPORATED, a Wyoming Corporation  
 ATTEST: Thomas T. Bechtel Secretary

STATE OF WYOMING  
 COUNTY OF NATRONA  
 On this 19<sup>th</sup> day of May, 1972, before me personally appeared Thomas T. Bechtel, to me personally known, who, by me being first duly sworn, did say that he is President of Design Development Inc., a Wyoming Corporation and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of the Board of Directors of said Corporation and said Thomas T. Bechtel acknowledged said instrument to be the free act and deed of said Corporation.

Given under my hand and notarial seal on the day and year first above written.  
 My commission expires: October 26, 1975  
Thomas T. Bechtel Notary Public

APPROVALS

Approved by the Community Planning Commission of Casper, Wyoming this 24th day of May, 1972, and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved.  
John H. Egan Secretary

City Council of the City of Casper, Wyoming by Resolution No. 12-6, duly passed adopted and approved on the 20 day of March, 1972.  
John H. Egan City Clerk

Board of County Commissioners of Natrona County, Wyoming by Resolution duly passed on the 22<sup>nd</sup> day of August, 1972.  
John H. Egan County Clerk

Inspected and approved on the 27 day of April, 1972.  
John H. Egan City Clerk

Inspected and approved on the 22 day of June, 1972.  
John H. Egan County Clerk

Filed for record in the Office of the County Clerk of Natrona County, Wyoming, on this 19 day of May, 1972.  
John H. Egan County Clerk

CERTIFICATE OF SURVEYOR  
 STATE OF WYOMING  
 COUNTY OF NATRONA  
 I, E.C. Lenhart, of Casper, Wyoming, hereby certify that this plat was prepared from notes taken during an actual survey made by me between the dates April 27, 1971 and May 5, 1971, together with my company's records of previous surveys and the recorded plats of others together with recovered and/or re-established corners pertinent thereto. I further certify that this plat correctly represents said surveys and the foregoing "HORIZON HEIGHTS" Addition to the City of Casper, Wyoming; all lots, tracts, streets and grounds shall be accurately marked and identified in accordance with said plat; all courses are referred to the true meridian and all distances are expressed in feet and decimals thereof, the perimeter lengths shown hereon being measured electronically; all being true and correct to the best of my knowledge and belief.  
 Wyoming Registration No. 520 Professional Engineer & Land Surveyor  
E. C. Lenhart Surveyor  
 Subscribed in my presence and sworn to before me on this 21<sup>st</sup> day of May, 1971.  
 My commission expires: January 5, 1973.  
James H. Compust Notary Public

PLAT & SURVEY BY  
 WORTHINGTON, LENHART, CARPENTER & LADD, INC.  
 632 SOUTH DAVID STREET, CASPER, WYOMING  
 W.O. 4 - 21-A; Date: May 5, 1971  
 W.O. 1 - 16-A2 (Revised) Date: Feb. 14, 1972

NOTE:  
 AZIMUTH REFERENCES FROM CORNER NO. 1  
 Spire College Heights Baptist Church  
 96° 12' 43" (N. 16° 12' 43" E.)  
 Mountain Tower - Air Force - Center Top - on Casper Mtn  
 9° 12' 02" (S. 9° 12' 02" W.)  
 Brass Cap, S. 1/4 Cor. Sections 20 & 21  
 300° 56' 44", 896.12'



Recorded July 3, 1973 at 1:20 O'Clock PM  
In Book 60 of Misc., Page 129  
No. 142435

John J. Tobin  
County Clerk

PROTECTIVE COVENANTS

The Undersigned certify that they are the owners of Block No. 1 of Horizon Heights, an addition to the City of Casper, Natrona County, Wyoming, and are desirous of subjecting said property to the restrictions, covenants, and charges hereinafter set forth, each and all of which is and are for the benefit of, and pass with, said property and each and every parcel thereof, and shall apply to and bind the successors in title interest to each and every parcel of the above described property.

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 purposes, and to maintain property values therein, the Undersigned desires hereby to make and impose upon said real property the restrictions and limitations hereinafter set forth.

NOW, THEREFOR, the Undersigned, sole owners of the property above described, hereby declare that said property shall, from and after the date hereof, be held, transferred, sold and conveyed, subjected to the restrictions, covenants and charges hereinafter set forth.

CLAUSE 1.

No building or premises shall be used and no building shall be erected or structurally altered except for one-family dwellings and accessory buildings and uses.

CLAUSE 2.

Each dwelling shall have a light in the front yard not less than fifteen (15) feet from the front lot line. These lights must operate full time or turn on automatically between dark and daylight each day.

CLAUSE 3.

Each dwelling shall be equipped with a garbage disposer on the kitchen sink and a trash compactor. These disposers and compactors shall be kept in operating condition.

It is the intention of this clause to do away with the need for permanent garbage cans. If a trash and garbage receptacle is kept, it shall be limited to one galvanized container with lid of no more than 30 gallon capacity which shall be stored within the dwelling.

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(G).

CLAUSE 4.

Each residence shall have a minimum floor area of 1,200 square feet of liveable space. Liveable space and floor area shall be as defined by the Uniform Building Code.

CLAUSE 5.

The height of structures on Lots 10 through 21 inclusive shall be limited to one and one half stories plus a normal roof structure measured from the front yard level.

CLAUSE 6.

When lawn sprinkler systems are installed, it shall be in such a manner that no lateral line or sprinkler head shall be within five (5) feet of any foundation wall.

CLAUSE 7.

The elevation and location of all buildings shall be such that side, front and backyards can be sloped away from all buildings a distance of at least five feet and such yards shall be so sloped.

CLAUSE 8.

No fence which is more than twenty five per cent (25%) solid shall be allowed on or along the rear lot lines of Lots 11 through 20 inclusive.

CLAUSE 9.

All utilities in the block shall be underground, including main distribution lines, service lines, and lines between facilities on private lots.

Easements for the installation and maintenance of utilities are reserved as shown on the recorded plat. 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. 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 is responsible.

CLAUSE 10.

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 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 lot nearer any street than the front setback line unless similarly approved.

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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).

The Architectural Control Committee is composed of Robert J. South, Kenneth D. Gorder and Thomas T. Bechtel, all of 410 South Poplar Street, Casper, Wyoming, 82601. A majority of the committee may designate a representative to act for it. In the event of a vacancy, the remaining members shall have full authority to designate a successor. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

CLAUSE 11.

No vehicle of a size larger than the now standard American manufactured motor car or pickup truck, and no vehicle the primary use or design of which is for the transportation of passengers for hire and no vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers, house trailers, buses, boats and boat trailers, snowmobiles and snowmobile trailers, tractors and trailers shall be parked on the streets or any of the front portions, driveways or other ways of access in the Addition of any lot or lots for a continuous period of more than 48 hours. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative.

CLAUSE 12.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

CLAUSE 13.

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

CLAUSE 14.

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.

DATED at Casper, Wyoming, this 3rd day of July, 1973.

ATTEST:

DESIGN DEVELOPMENT INC.

Linda J. Bechtel  
Secretary

BY: Thomas T. Bechtel  
President

Subscribed and sworn to before me this 3rd day of July, 1973.

Hattie L. Dean  
Notary Public

My Commission Expires: December 10, 1975

