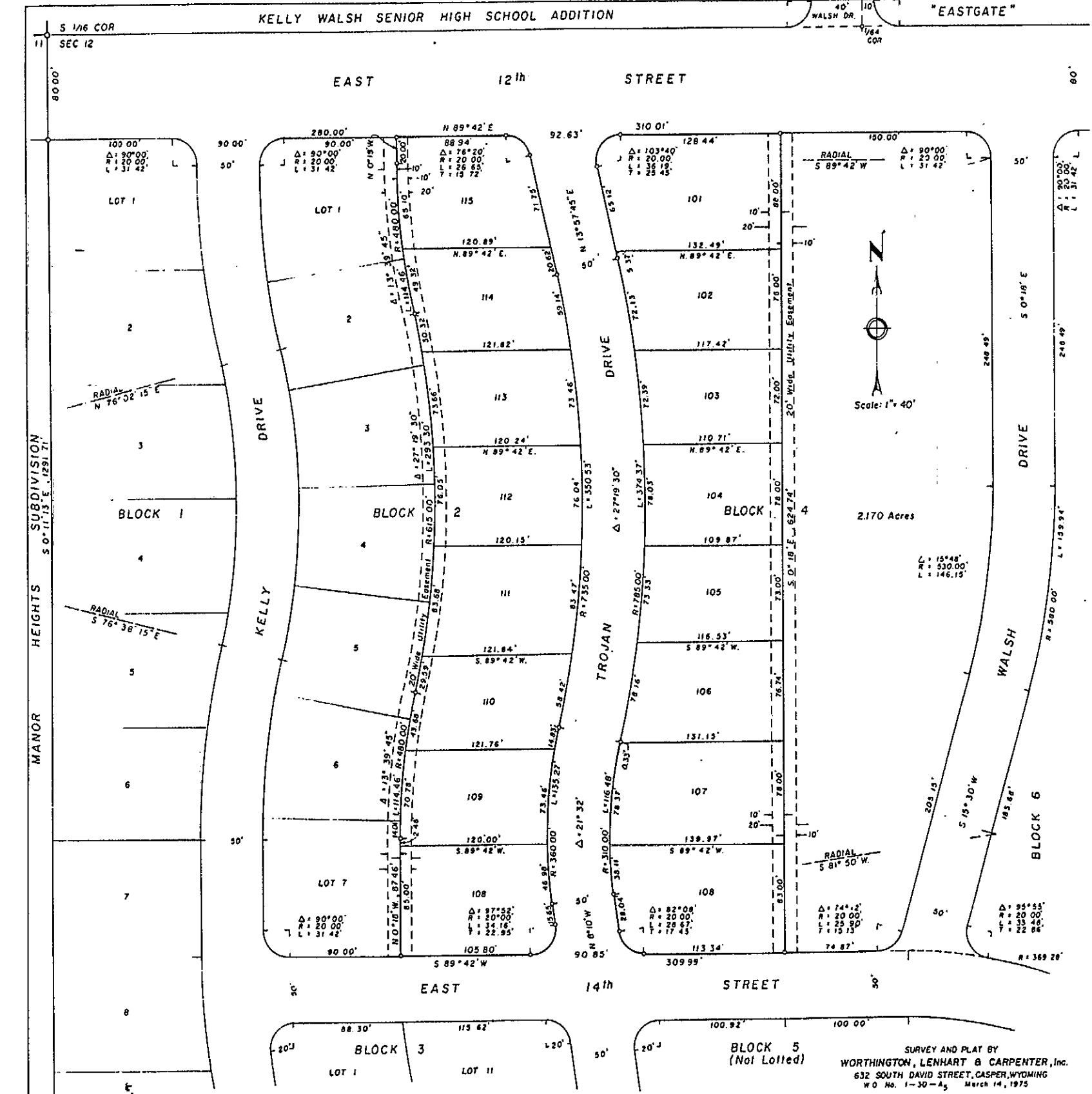


259/65 S-13-75

KELLY HEIGHTS ADDITION  
PLAT 7  
MAY 13 1975



A REPLAT  
OF LOTS 8 TO 13, BLOCK 2 & LOTS 1 TO 6, BLOCK 4  
KELLY HEIGHTS ADDITION, CITY OF CASPER  
AS  
LOTS 108 TO 115, BLOCK 2 & LOTS 101 TO 108, BLOCK 4  
KELLY HEIGHTS ADDITION  
AN ADDITION TO THE CITY OF CASPER  
NATRONA COUNTY, WYOMING  
BEING A RESUBDIVISION OF  
A PORTION OF THE SW 1/4 SW 1/4 OF SECTION 12  
TOWNSHIP 33 NORTH, RANGE 79 WEST  
SIXTH PRINCIPAL MERIDIAN, WYOMING  
SCALE: 1"=40'

CERTIFICATE OF PLATTING

STATE OF WYOMING  
COUNTY OF NATRONA  
BRETTON CORPORATION, a Wyoming corporation hereby certifies that it is the owner and proprietor of the land set forth by this platting and resubdivision of portions of said SW 1/4 SW 1/4 Section 12, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and designated as lots 108 to 115, Block 2 and lots 101 to 108, Block 4, KELLY HEIGHTS ADDITION, an addition to the City of Casper, Natrona County, Wyoming and that this platting is with the free consent and in accordance with the desires of the undersigned owners and proprietors of said lands which are more particularly described as follows:  
Beginning at a point which marks the northwesterly corner of what is herein described as Lot 115, Block 2, (formerly Lot 13 of said Block 2, Kelly Heights Addition, said Point and corner being located at N 89° 42' E, 280.00 feet from a point in the west line of said SW 1/4 SW 1/4 Section 12 from which point the northwestern corner thereof bears N 0° 11' 15" W, 8000 feet  
Thence from said Point of Beginning and along the northerly line of said Blocks 2 and 4 and the southerly line of 8000 feet wide East 12th Street in said Addition, N 89° 42' E, 310.01 feet to the northeast corner of Lot 101, Block 4 (formerly Lot 1 of said Block 4); thence along the easterly line of the Subdivision and Parcel being described and across said Block 4, 50° 18' E, 624.74 feet to a point in the southerly line thereof and the southeast corner of Lot 108, Block 4 (formerly Lot 6 of said Block 4); thence along the southerly line of said Blocks 4 and 2, said northerly line of 5000 feet wide East 14th Street in said Addition, S 89° 42' W, 309.99 feet to the southeast corner of the Parcel being described and Lot 108, Block 2 (formerly Lot 8, Block 2) of said Addition; thence along the westerly line of said Parcel and across said Block 2, N 0° 18' W, 87.48 feet to a point of curve; thence along the arc of a true curve to the right having a radius of 480.00 feet, through a central angle of 13° 39' 45", northerly 114.46 feet to a point of reverse curve, thence along said Westerly Line and the arc of a true curve to the left, having a radius of 615.00 feet and through a central angle of 27° 19' 30", northerly 293.30 feet to a point of reverse curve; thence along the arc of a true curve to the right having a radius of 480.00 feet and through a central angle of 13° 39' 45", northerly 114.46 feet to a point of tangency, thence along the westerly line of the Parcel and Subdivision being described, N 0° 18' W, 20.00 feet to the northeast corner of said Lot 115, Block 2 and the Point of Beginning and containing 4.254 acres, more or less, of which 0.7350 acres is included as portions of 5000 feet wide Trojan Drive, a previously dedicated Street and Public Way;

The undersigned Owners and Proprietors of said Lands hereby waive and relinquish all rights they may have in said Lands by virtue of the Homestead Exemption Laws of the State of Wyoming.  
Dated at Casper, Wyoming, this 14th day of March, 1975. BRETTON CORPORATION, a Wyoming Corporation  
ATTEST: *John D. Sloan* SECRETARY BY *John D. Sloan* PRESIDENT

STATE OF WYOMING  
COUNTY OF NATRONA  
On this 14th day of March, 1975, before me personally appeared John D. Sloan, to me personally known, who, by me being first duly sworn, did say that he is President of Bretton Corporation, a Wyoming Corporation and that the affixed seal to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation and by authority of the Board of Directors thereof and said John D. Sloan acknowledged said instrument to be the true act and deed of said Corporation.

Given under my hand and notarial seal on the day and year first above written  
My commission expires \_\_\_\_\_  
NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

STATE OF WYOMING  
COUNTY OF NATRONA  
I, E. C. Lenhart, of Casper, Wyoming, hereby certify that this Plat representing a Replat of portions of Blocks 2 and 4, Kelly Heights Addition, to the City of Casper, Natrona County, Wyoming is in accordance with the original surveys of said Lands as filed with and in the Office of the County Clerk of said Natrona County. Said Lands have been well and accurately marked in accordance with said Original Plat and well subdivided, merked and identified in accordance with the Plat of said Lands and upon the request of the owner; all dimensions are expressed in feet and decimals thereof and courses referred to the true meridian; all being true and correct to the best of my knowledge and belief  
Wyoming Registration No. 520 Professional Engineer and Land Surveyor  
Subscribed in my presence and sworn to before me this 14th day of March, 1975  
My commission expires: January 22, 1977.  
*E. C. Lenhart*  
NOTARY PUBLIC

APPROVALS

APPROVED: Community Planning Commission of Casper, Wyoming, this 23rd day of April, 1975 and forwarded to the City Council of Casper, Wyoming with recommendation that said Plat be approved  
*Charles Davis* SECRETARY  
*Bill B. Brown* CHAIRMAN  
APPROVED: City Council of Casper, Wyoming by Resolution No. 73-11, duly passed, adopted and approved on the 14th day of April, 1975.  
*William J. ...*  
*Calvin P. Chalmers* CITY CLERK  
ATTEST: *John D. Sloan* PRESIDENT OF THE COUNCIL  
Inspected and approved on the 4th day of April, 1975  
*W. J. ...* CITY ENGINEER  
Inspected and approved on the 28th day of April, 1975.  
*H. J. ...* COUNTY SURVEYOR  
Inspected and approved on the 17th day of April, 1975  
*N. J. ...* COUNTY HEALTH OFFICER

Filed for record in the Office of the County Clerk of Natrona County, Wyoming  
13 APR 1975  
WORTHINGTON, LENHART & CARPENTER, Inc.  
632 SOUTH DAVID STREET, CASPER, WYOMING  
W.O. No. 1-30-A5 March 14, 1975  
SCALE: 1"=40'

Recorded May 10, 1973 at 11:00 O'Clock AM  
In Book 59 of Misc. Page 641  
No. 140025

John J. Tobin  
County Clerk

COVENANTS RESTRICTING AND GOVERNING  
LAND USE AND DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned KELLY HEIGHTS LIMITED, a special partnership, is the owner of all that certain property situate in Natrona County, State of Wyoming, known and described as, and embraced within

KELLY 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 246 of Deeds at page 274, and

WHEREAS, in order to insure the use and development of said property, to prevent the impairment of the attractiveness of said property, and to maintain property values therein, the undersigned desires hereby to make and impose upon a portion of said real property the restrictions and limitations hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises, the undersigned KELLY HEIGHTS LIMITED, a special partnership, does hereby and by these presents make, publish, and declare and impose upon that portion of the real property situate and included within the aforementioned Kelly Heights Addition to the City of Casper, Natrona County, State of Wyoming ("Addition") which is described below the following restrictions and limitations.

ARTICLE I

Governing the use and development of Lots numbered 1 through 26 (said lots being that portion of the Addition zoned R-L low density residential) Kelly Heights does hereby specify and declare the following restrictions and limitations which shall be and constitute covenants running with the land insofar as said Lots are concerned 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 the specified lots, to wit:

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

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).

1.2 No manufacturing, commercial, business or other enterprise, including any religious undertaking or activity of whatsoever kind or nature, including churches, religious meeting or gathering places, whether or not conducted for profit, shall be operated, maintained, or conducted on any such lot or in any structure erected or placed therein, nor shall any structure therein or any part thereof, be used as a boarding or rooming house, nor shall any extractive operation for mineral or oil and gas development of any kind be conducted or permitted thereon, nor shall any signs, billboards or advertising devices (except suitable signs used to facilitate the sale thereof) be erected, placed or be permitted to remain on any such lot.

1.3 No trailer, camper, basement, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used thereon 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, camper-trailer, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any such lot except that a camper-trailer, mobile home, or boat or snowmobile trailer may be stored on the rear portion of any lot, provided that the same do not exceed twenty (20) feet in length.

1.4 With respect to the improvements to be erected and situate on such lots the following, together with all other provisions hereof, shall govern.

- (a) No residence costing less than \$20,000, including the cost of the lot, according to cost analysis of the Federal Housing Administration as of June 1, 1959, or having a ground floor area of less than 1,100 square feet shall be located on the lots.
- (b) The floor areas of residences to be constructed on the lots shall be exclusive of one-story open porches and garages, and the ground floor areas may be reduced by one-third in split-level construction, and by one-half in tri-level construction, provided, however, that the total floor area in split-level and tri-level construction shall not be less than the ground floor area above mentioned.
- (c) Yard fences may extend only from the rear of any lot along the lot boundary lines, including utility easements in the fenced portion, and from the lot boundary lines to the rear of the house thereon and no part of any such fence shall be forward of the rear elevation of any such house and there shall be no front yard fencing. Where a house is turned on a corner lot, there shall be no fencing on either the street side or front of said house beyond the side or front of said house.

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FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY 82601 • (307) 237-9486



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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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).

- (d) No structures shall be erected, altered, placed, or permitted to remain on the lots other than a one detached single-family residence not to exceed two stories in height, split-level, and two stories on a tri-level house, and a detached or attached private garage for not more than three cars.
- (e) No structure shall be located on any such lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any street line. No structure shall be located nearer than 10 feet to an interior lot line, except that a 10-foot side yard shall be required for a garage or other permitted accessory building located 25 feet or more from the minimum building setback line. No structure shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes hereof, eaves, 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 lot to encroach upon another lot. In the event a residence is turned on a corner lot to face the side street, the setback line at the front of the lot shall be not less than the setback of the adjoining residence, and the setback line on the side street shall be 25 feet. All construction shall be new, and no used building shall be moved from outside and placed on any such lot.
- (f) No structure 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 on 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.
- (g) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any such lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
- (h) Each residence on the lots shall have a removable underground garbage container installed in the front yard thereof. The container shall have a capacity of 35 gallons or more, and shall be mechanically adequate for the purposes thereof and shall be located where the same will not be subject to vehicular damage and shall not be located immediately adjacent to any driveway.
- (i) No vehicle of a size larger than the now standard American manufactured 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 of or to any such 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.

- (j) No noxious or offensive activity, commercial or otherwise, shall be conducted on the lots, nor shall anything be done which may be or become an annoyance or nuisance to those owning property in the Addition.

1.5 Easements for installation and maintenance of utilities are reserved and are shown on the recorded plat of the Addition.

1.6 The construction of residential improvements on any such lots shall be completed not later than one year from and after the date upon which such construction was commenced; all such lots 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 has commenced.

1.7 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 such lots 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.

1.8 In the event of the violation or the attempt to violate any of the covenants herein contained, it shall be lawful for the undersigned Kelly Heights Limited, or any person hereafter owning any such lot, 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 re-establish prior existing and unobjectionable conditions.

## ARTICLE II

Governing the use and development of Lots numbered 27, 28 and 29 (said lots being that portion of the Addition zoned R-M medium density residential) of the Addition, Kelly Heights does hereby specify and declare the following restrictions and limitations which shall be and constitute covenants running with the land insofar as said lots are concerned 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 such lots, to wit:

2.1 No building or structure shall be erected, placed, or permitted to remain on any such lots and the premises shall not be used for any purpose unless the same shall be consistent with the uses permitted in an R-M (Medium Density Residential) zone as presently established by Article 9 of Ordinance No. 1558-A of the Ordinances of the City of Casper, Wyoming.

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).

2.2 Any multiple family dwelling constructed on such lots shall contain units having no less than two bedrooms and an average square footage per unit of 800 square feet, i.e. a four-family dwelling shall have a total square footage of not less than 3,200 square feet. The square footage requirement shall be exclusive of open porches and garages.

2.3 No residential structures shall be erected, placed or altered on any of said lots which exceed two stories in height and each residential structure shall have an attached or detached garage for each family dwelling. Each multiple family dwelling shall have an off street parking area for recreational vehicles.

2.4 No vehicle of a size larger than the now standard American manufactured 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 of or to any such 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.

2.5 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 such lots 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.

2.6 In the event of the violation or the attempt to violate any of the covenants herein contained, it shall be lawful for the undersigned Kelly Heights Limited, or any person hereafter owning any such lot, 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 re-establish prior existing and unobjectionable conditions.

### ARTICLE III

3.1 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.

3.2 The covenants herein contained shall be binding upon the undersigned Kelly Heights Limited, and upon all its successors and assigns, as to any and all of the lots specified as being covered thereby, and are imposed upon as an obligation and charge against the land and lots specifically described for the benefit of the undersigned Kelly Heights Limited, its successors and assigns, and for the benefit of the lands and those persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part of the specifically described lands.

Compliments of:  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Conlar 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).

IN WITNESS WHEREOF Kelly Heights Limited has executed this instrument at Casper, Wyoming on the 8th day of February, 1973.

KELLY HEIGHTS LIMITED,  
a special partnership

KELLY HEIGHTS DEVELOPMENT CORP.,  
General Partner

ATTEST:

Michael J. Sullivan, Secretary

By M. F. Trask, President

STATE OF WYOMING )  
COUNTY OF NATRONA) SS.

The foregoing instrument was acknowledged before me by M. F. Trask on behalf of KELLY HEIGHTS DEVELOPMENT CORP., General Partner of KELLY HEIGHTS LIMITED, a special partnership, this 8th day of February, 1973.

Witness my hand and official seal.

K. L. Barnes, Notary Public

My Commission Expires July 3, 1974

Compliments of:  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



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