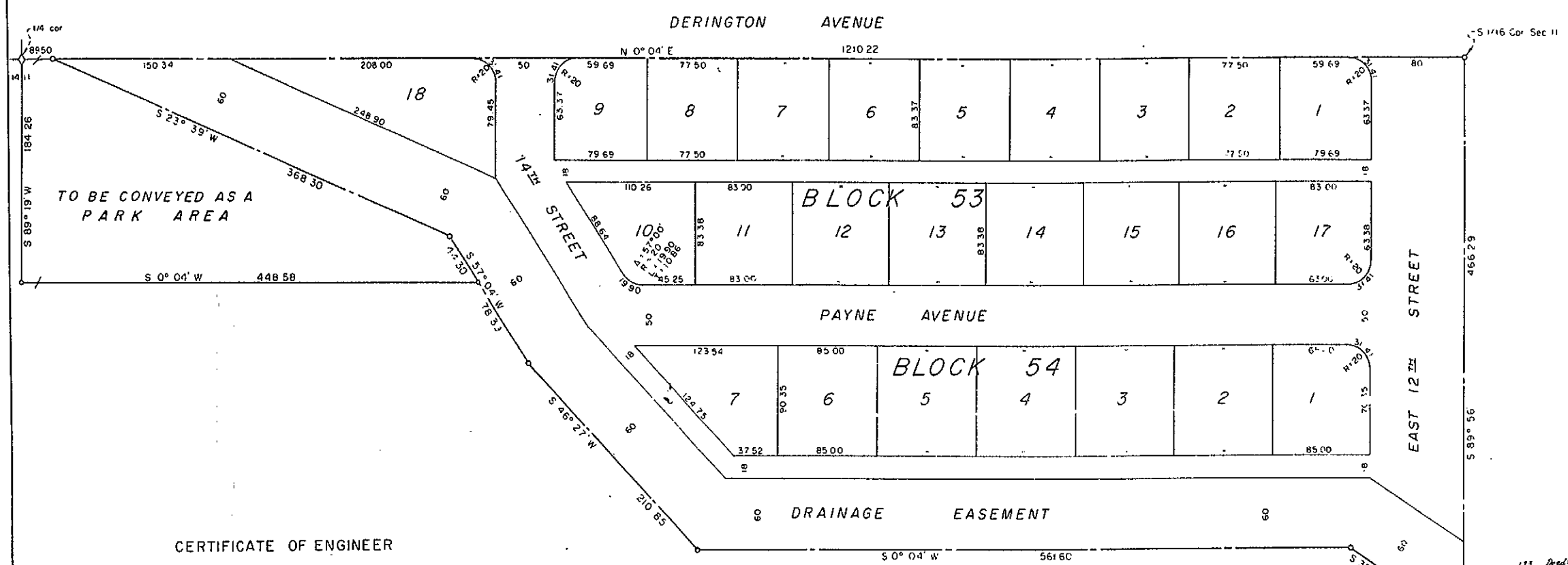


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173/222



CERTIFICATE OF ENGINEER

I, R Lee Donley, of Casper, Wyoming, hereby certify that this plat of Pineview Subdivision No. 6 to the city of Casper, Wyoming is correctly prepared from surveys made by me and under my supervision in Jan and Feb 1957. That this plat correctly represents the results of these surveys that the descriptions as given in the Owner's Certificate of Dedication and as otherwise represented on this plat are true and correct as shown. That perimeter corners and lot corners are marked on the ground as shown. That each Lot, Street, Alley, Avenue, Park and other grounds are well and accurately marked on the ground as shown on this plat.

R Lee Donley
 R Lee Donley Professional Engineer
 License No 317

Subscribed in my presence and sworn to before me this 8 day of Oct 1958

My commission expires July 18, 1961

W. J. Swanton
 Notary Public

PLAT OF
 PINEVIEW SUBDIVISION NO 6
 TO THE CITY OF CASPER, WYOMING
 SW 4 SE 4 SEC. 11 T 33 N R 79 W 6TH PM.
 NATRONA COUNTY, WYOMING
 CERTIFICATE OF DEDICATION

Pineview Development Company a Wyoming Corporation does hereby certify that the foregoing subdivision of that portion of the SW 4 SE 4 of Section 11, T 33 N, R 79 W, 6TH PM, said tract being more particularly described as follows Beginning at the South 1/4 corner of Section 11, T 33 N, R 79 W, 6TH PM, thence along the center line of said section N 0° 04' E 895 feet to the point of beginning, said point being the southwesterly corner of the subdivision, thence along said center line N 0° 04' E 1210.22 feet to a point, said point being the northwesterly corner of the subdivision and being the intersection of the east line of Derington Avenue and the north line of East 12th Street, thence east along said north line of East 12th Street S 89° 56' E 466.29 feet to a point, said point being the northeasterly corner of the subdivision and being the intersection of said north line of East 12th Street and the east line of the Drainage Easement, thence along said east line of the Drainage Easement S 32° 45' W 117.40 feet to a point, thence along said east line of the Drainage Easement S 0° 04' W 561.60 feet to a point, said point being the southeasterly corner of the subdivision, thence along said east line of the Drainage Easement S 46° 27' W 210.85 feet to a point, thence along said east line of the Drainage Easement S 57° 04' W 122.69 feet to a point, thence along said east line of the Drainage Easement S 23° 39' W 368.30 feet to the point of beginning, said point being the intersection of the east line of the Drainage Easement and the east line of Derington Avenue. This tract of land contains 6.4 acres more or less, as appears on this plat, with my free consent and in accordance with my desire, the undersigned owner and proprietor of said lands dedicated to public use. PINEVIEW DEVELOPMENT COMPANY

STATE OF WYOMING
 COUNTY OF NATRONA SS

On this 8th day of October 1958 before me personally appeared *W. J. Swanton*, to me personally known, who, having been by me duly sworn, did say that he is the president of Pineview Development Co., the corporation described in and which executed the foregoing instrument, 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 Pineview Development Co. acknowledged to be the free act and deed of said corporation.

My commission expires July 18, 1961



INSPECTED AND APPROVED *Bruce Fisher*
 DATE 10/20/58

APPROVED:
 CITY COUNCIL OF THE CITY OF CASPER, WYOMING BY
 ORDINANCE NO. _____ DULY PASSED, ADOPTED AND APPROVED
 ON THE _____ DAY OF _____ 1958

BY *W. J. Swanton* MAYOR
W. J. Swanton PRESIDENT OF COUNCIL

ATTEST *W. J. Swanton* CITY CLERK

APPROVED:
 BOARD OF COUNTY COMMISSIONERS OF NATRONA COUNTY,
 WYOMING, BY RESOLUTION DULY PASSED ON THE 2 DAY OF
October 1958

BY *W. J. Swanton* CHAIRMAN OF BOARD
Low J. Mussen COUNTY CLERK

INSPECTED & APPROVED *W. J. Swanton* COUNTY ENGINEER

PLAT OF
 PINEVIEW SUBDIVISION NO. 6
 CASPER, WYOMING

CASPER ENGINEERING SERVICE - R. LEE DONLEY CASPER, WYO

DRAWN BY: WFD
 CHECKED BY: RLD
 SCALE: AS SHOWN
 DATE: 10/15/58

APPROVED: *R. Lee Donley* ENGINEERING SERVICE

SHEET 1 OF 1

**PINEVIEW SUBDIVISIONS NOS. 5 AND 6
BUILDING RESTRICTIONS**

WHEREAS, the Pineview Development Company, a Wyoming corporation, is the owner of certain acreage in Section 11, Township 33 North, Range 79 West, 6th P. M., Natrona County, Wyoming, and said corporation desires to establish in said Subdivisions 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, Pineview Development Company, a Wyoming corporation, does impose upon Lots numbered One (1), Two (2) and Three (3) in Pineview Subdivision No. 5, and upon Lots numbered One (1) thru Twenty-five (25) in Pineview Subdivision No. 6 to the City of Casper, Natrona County, Wyoming, the following protective covenants and restrictions, to-wit:

(a) Upon all lots in said Pineview Subdivisions, no structure 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 one and one-half stories in height, and a private garage for not more than three cars.

(b) No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located closer than 3 feet to an interior lot line. A 3 foot side yard shall be required for a garage or other permitted accessory building located 20 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line. For the purposes of this covenant, 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 house 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 house, and the setback line on the side street shall be 20 feet.

(c) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 40 feet at the front building setback line.

(d) 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 in said addition, nor shall anything be done on any of said lots which may be an annoyance or nuisance to the neighborhood.

(e) 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.

(f) No dwelling costing less than \$9,000.00 according to cost analysis of the Federal Housing Administration as of June 1, 1958, shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-store open porches and garages, shall not be less than 900 square

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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).

feet in the case of one-story structure, nor less than 850 square feet in the case of one-and-a-half story structure.

(c) 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 June 1, 1978, at which time said covenants shall be automatically extended for successive periods of ten (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 proceeding at law or in equity against the person or persons violating the same to enforce any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Any violation 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.

The undersigned Warren H. Winter, President Development Company has caused its corporate seal to be hereunto affixed and these presents to be signed by the duly authorized Warren H. Winter this 8 day of October, 1958.

PINKVIEW DEVELOPMENT COMPANY,

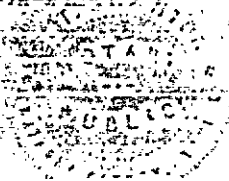
William J. Swanton
Secretary

By Warren H. Winter
President

STATE OF WYOMING
COUNTY OF NATRONA

On this 8 day of October, 1958, before me personally appeared Warren H. Winter to me personally known, who, being by me duly sworn did say that he is the President of Pinkview Development Company 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 Warren H. Winter acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 8 day of October, 1958.



[Signature]
Notary Public

My Commission expires July 5, 1961.

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AMENDED PINEVIEW SUBDIVISIONS NOS. 5 AND 6
BUILDING RESTRICTIONS

WHEREAS, the Pineview Development Company, a Wyoming corporation, is the owner of certain acreage in Section 11, Township 33 North, Range 79 West, 6th P. M., Natrona County, Wyoming, and said corporation desires to establish in said Subdivisions 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, Pineview Development Company, a Wyoming corporation, does impose upon Lots Nos. 1, 2 and 3 in Pineview Subdivision No. 5 and upon Lots Nos. 1 through 7, inclusive, in Block No. 54 and Lots 1 through 16, inclusive, in Block No. 53 in Pineview Subdivision No. 6 to the City of Casper, Natrona County, Wyoming, the following protective covenants and restrictions, to-wit:

(a) Upon all lots in said Pineview Subdivisions, 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 one and one-half stories in height, and a private garage for not more than three cars.

(b) No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 3 feet to an interior lot line, except a 3 foot side yard shall be required for a garage or other permitted accessory building located 20 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line. For the purposes of this covenant, 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 house 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 house, and the setback line on the side street shall be 20 feet.

(c) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 60 feet at the front building setback line.

(d) 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 in said addition, nor shall anything be done on any of said lots which may be an annoyance or nuisance to the neighborhood.

(e) No trailer, basement, tent, shack, garage, barn or other out-building 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.

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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).

(f) No dwelling costing less than \$9,000.00 according to cost analysis of the Federal Housing Administration as of June 1, 1958, 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 not be less than 900 square feet in the case of one-story structure, nor less than 650 square feet in the one and one-half story structure.

(g) 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.

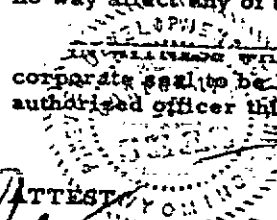
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 1978, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is 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 proceeding 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 way affect any of the other provisions which shall remain in full force and effect.

~~IN WITNESS WHEREOF~~, Pineview Development Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer this 15th day of April, 1959.

PINEVIEW DEVELOPMENT COMPANY,
a Wyoming corporation

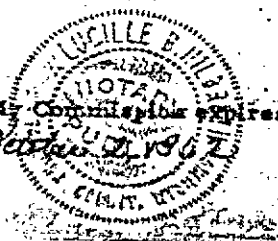
ATTEST
 *William F. ...* Secretary
Warren H. Winter President

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 15th day of April, 1959, before me personally appeared Warren H. Winter to me personally known, who, being by me duly sworn did say that he is the President of Pineview Development Company 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 Warren H. Winter acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 15th day of April, 1959.

Lucille B. Hill
Notary Public


My Commission expires:
October 2, 1967

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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