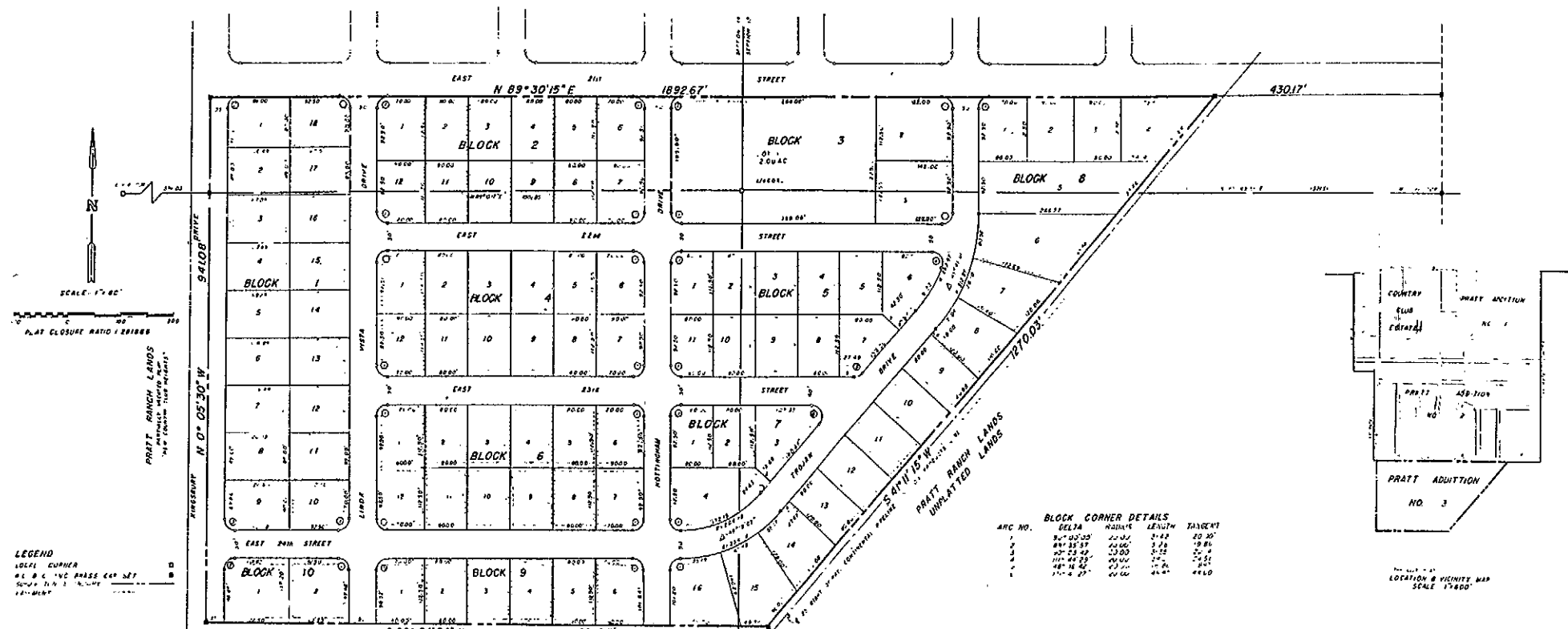


117  
293/556

PRATT ADDITION NO. 2



**BLOCK CORNER DETAILS**

ARC NO.	BEARING	LENGTH	ANGLE
1	N 89° 30' 15" E	1892.67'	90° 00' 00"
2	S 89° 54' 30" W	1054.75'	90° 00' 00"
3	N 89° 30' 15" E	1892.67'	90° 00' 00"
4	S 89° 54' 30" W	1054.75'	90° 00' 00"
5	N 89° 30' 15" E	1892.67'	90° 00' 00"
6	S 89° 54' 30" W	1054.75'	90° 00' 00"
7	N 89° 30' 15" E	1892.67'	90° 00' 00"
8	S 89° 54' 30" W	1054.75'	90° 00' 00"
9	N 89° 30' 15" E	1892.67'	90° 00' 00"
10	S 89° 54' 30" W	1054.75'	90° 00' 00"

**"PRATT ADDITION NO. 3"**  
TO THE CITY OF CASPER, WYOMING  
A SUBDIVISION OF  
THE SW 1/4 NW 1/4 & NW 1/4 SW 1/4, SECTION 13  
AND  
THE SE 1/4 NE 1/4 & NE 1/4 SE 1/4, SECTION 14  
TOWNSHIP 33 NORTH, RANGE 79 WEST  
SIXTH PRINCIPAL MERIDIAN, WYOMING

**CERTIFICATE OF DEDICATION**

I, CARLO LAYD FINNARY, a resident of the State of Wyoming, do hereby certify that the following Subdivision is located in and being portions of the SW 1/4 NW 1/4 & NW 1/4 SW 1/4, SECTION 13, and the SE 1/4 NE 1/4 & NE 1/4 SE 1/4, SECTION 14, Township 33 North, Range 79 West, Sixth Principal Meridian, Wyoming, and being more particularly described by text and figures as follows, to wit:

Commencing at the E 1/4 corner of said Section 13, thence N 89° 30' 15" E, 1892.67 feet along the westerly line of said Subdivision to a point being the northwesterly corner of said Subdivision, thence S 89° 54' 30" W, 1054.75 feet along the westerly line of said Subdivision to a point being the northwesterly corner of said Subdivision, thence N 89° 30' 15" E, 1892.67 feet along the westerly line of said Subdivision to a point being the northwesterly corner of said Subdivision, thence S 89° 54' 30" W, 1054.75 feet along the westerly line of said Subdivision to a point being the northwesterly corner of said Subdivision, thence N 89° 30' 15" E, 1892.67 feet along the westerly line of said Subdivision to the true Point of Beginning. The foregoing described Subdivision contains 27.10 acres, more or less.

The Subdivision of the foregoing described lands as appears on this Plat is with the free consent, and in accordance with the desires of the undersigned owners and proprietors. The name of said Subdivision shall be "PRATT ADDITION NO. 3" to the City of Casper, Wyoming, and all streets, avenues and public ways as set forth herein are dedicated to the use of the public.

DATED at Casper, Wyoming this 19th day of October, 1921.

CARLO LAYD FINNARY  
A Wyoming Corporation  
PO Box 4120  
Casper, Wyoming 82404

ATTEST: *Carlo C. Price*  
Notary Public

RECORDING OFFICE STATE  
*Richard Arthur Pratt*

**ACKNOWLEDGEMENT**

STATE OF WYOMING }  
COUNTY OF NATRONA }  
The foregoing instrument was acknowledged to me on this 19th day of October, 1921, by the undersigned, *Carlo Layd Finnary*, as the owner thereof, and he acknowledged the execution thereof to me as a Notary Public.

*James H. Carpenter*  
Notary Public

**APPROVALS**

APPROVED: *Charles H. Lusk*, Mayor, City of Casper, Wyoming, this 19th day of October, 1921.

APPROVED: *Edna Council*, Clerk of the Board of Commissioners of Casper, Wyoming, this 19th day of October, 1921.

APPROVED: *Board of Commissioners of Casper, Wyoming*, this 19th day of October, 1921.

INSPECTED AND APPROVED on the 27th day of October, 1921, by *John P. Burke*, City Engineer.

INSPECTED AND APPROVED on the 27th day of October, 1921, by *Richard Arthur Pratt*, City Surveyor.

FILED for Record in the Office of the County Clerk of Natrona County, Wyoming, this 19th day of October, 1921.

**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING }  
COUNTY OF NATRONA }  
I, E. C. Lenhart, of Casper, Wyoming, do hereby certify that this Plat was prepared from notes taken during actual surveys made by me during the month of July, 1920, and from the official and recorded Plat of "Pratt Addition No. 3" as set forth by this Plat. Said reference control points have been accurately surveyed and monumented, all lot and block corners shall be set upon the request of the owners in accordance with the requirements of the City of Casper and proper survey practice. All dimensions are expressed in feet and decimals thereof and all courses referred to the "true meridian," said Plat is "true and correct" to the best of my knowledge and belief.

Wyoming Registration No. 520, Professional Engineer and Land Surveyor, *E. C. Lenhart*.

Subscribed in my presence and read to before me this 19th day of October, 1921, by *Carlo Layd Finnary*, as the owner thereof.

*James H. Carpenter*  
Notary Public

PREPARED BY  
**WORTHINGTON, LENHART & CARPENTER, INC.**  
222 South Park Street, Casper, Wyoming  
P. O. Box 474, Casper, Wyoming

RECORDED Apr 3 19 79 AT 3:35 CLOSING  
INSTRUMENT NO. 259692  
JOHN J. TOBIN COUNTY CLERK

DECLARATION OF PROTECTIVE COVENANTS

PRATT ADDITION NO. 3

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, MOCK DEVELOPMENT COMPANY, a Wyoming corporation, is the owner of all that certain property situate in Natrona County, State of Wyoming, known and described as, and embraced within

PRATT ADDITION NO. 3  
TO THE CITY OF CASPER,  
NATRONA COUNTY, 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 293 of Deeds, at Page 556, on November 1, 1978, 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, MOCK DEVELOPMENT COMPANY, a Wyoming corporation, 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 Pratt Addition No. 3 to the City of Casper, Natrona County, Wyoming ("Addition") which is described below, the following restrictions and limitations.

ARTICLE I

Governing the use and development of all Blocks, being 1 through 10, inclusive, and Lots contained therein (said Lots being zoned "R-1" residential estate) Pratt Addition No. 3 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

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).

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.

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. The builders' model homes used for purposes of sales promotion and/or construction offices during the Pratt Addition construction period only shall be exempted from the provisions of this paragraph provided City of Casper code requirements are met.

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, mobile home, boat, tent, snowmobile, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any such lot

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except that a camper-trailer, boat or snowmobile trailer may be stored at the rear or side portion of any lot, provided that the same are not used for occupancy while stored, and do not extend forward of the front line of the house.

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 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 quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in paragraph 1.6.
- (b) No residence having a finished living area of less than 1,100 square feet, exclusive of garages, porches and patios, shall be located on any lot.
- (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 front of the house thereon and no part of any such fence shall be forward of the front 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.
- (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, excluding basement, split-level, and two stories on a tri-level house, and a detached or attached private garage for not more than three cars. No detached radio or television aerial shall be permitted, and no aerial attached to any residence or garage shall have a height exceeding three feet above the roof line of the residence or garage to which it is attached.
- (e) No structure shall be located on any lot in such a manner as shall not meet the minimum City of Casper set-back, front and side yard requirements. For the purposes thereof, eaves, steps and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. All construction shall be new, and no used building shall be moved from outside and placed on any such lot.
- (f) Except for fences which shall be constructed along the rear lot line, if at all, 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

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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 in the Addition shall have an electric garbage disposal installed in the kitchen sink and shall have suitable garbage containers for trash and rubbish and if the container is outside the residence or garage it must be 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 The architectural control committee is composed of Joe E. Mock, L. E. Gosnell and Donald E. Chapin. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. 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.

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1.6 The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The failure of such representative to approve or disapprove does not relieve any proposed builder from his legal responsibility to comply with the covenants, conditions and restrictions contained herein.

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

1.8 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 been completed.

1.9 The covenants herein contained shall be and remain in full force and effect for a period of twenty-five (25) 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-five (25) year period or at the end of any succeeding ten (10) year period.

1.10 In the event of the violation or attempt to violate any of the covenants herein contained, it shall be lawful for the undersigned, Mock Development Company, 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

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for such violation or attemptor, 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.

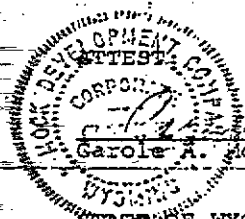
ARTICLE II

2.1 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.

2.2 The covenants herein contained shall be binding upon the undersigned, Mock Development Company, 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, Mock Development Company, 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.

IN WITNESS WHEREOF, MOCK DEVELOPMENT COMPANY has executed this instrument at Casper, Wyoming on the 3rd day of ~~February~~ <sup>April</sup>, 1979.

MOCK DEVELOPMENT COMPANY,  
a Wyoming corporation



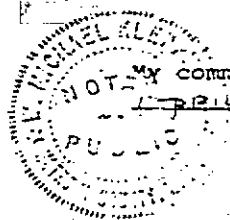
Carole A. Mock  
Carole A. Mock, Secretary

By Joe E. Mock  
Joe E. Mock, President

STATE OF WYOMING )  
COUNTY OF NATRONA ) SS.

The foregoing instrument was acknowledged before me this 3 day of ~~February~~ <sup>April</sup>, 1979, by Joe E. Mock, President of Mock Development Company, a Wyoming corporation.

Witness my hand and notarial seal.



My commission expires:  
APRIL 26 1982

[Signature]  
Notary Public