

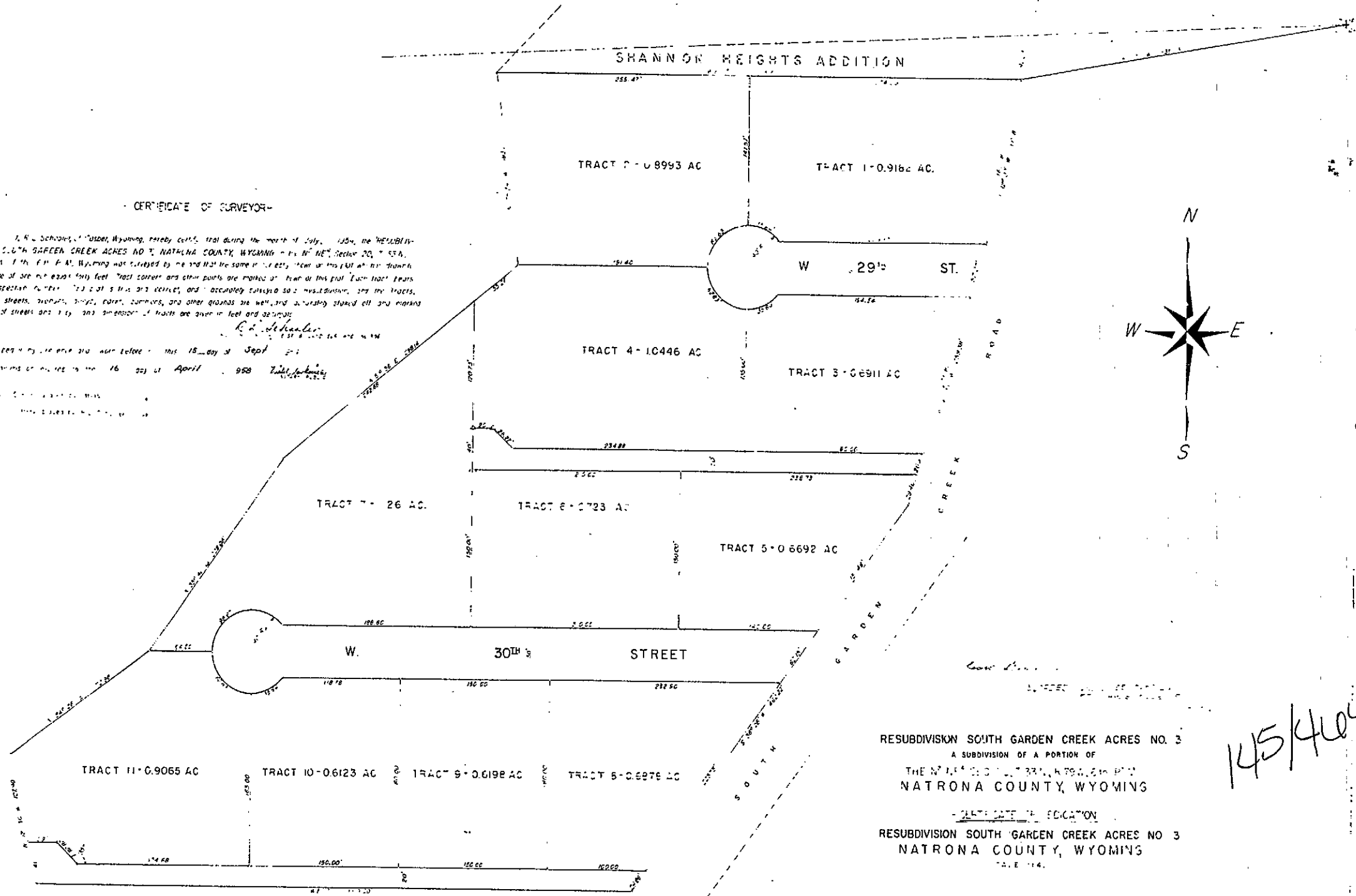
CERTIFICATE OF SURVEYOR

I, R. L. SCHNEIDER, Surveyor, Wyoming, hereby certify that during the month of July, 1954, the REUBENSON SOUTH GARDEN CREEK ACRES NO. 3, NATRONA COUNTY, WYOMING - T. 14 N. R. 12 E., Section 20, T. 14 N., R. 12 E. of the 6th P. M. Wyoming was surveyed by me and that the same is as set forth on this plat which contains a scale of one inch equals fifty feet. Tract corners and other points are marked as shown on this plat. Each tract bears its respective number. The 20' x 30' and 30' x 30' lots are located on the tracts, streets, alleys, drives, paths, easements, and other grounds are well and accurately shown and the names of streets and alleys and dimensions of tracts are given in feet and decimals.

R. L. Schneider
 Surveyor

Subscribed and sworn to before me this 18th day of Sept 1954

My Comm. expires on the 16th day of April 1958 *John J. Schmitt*
 Notary Public



RESUBDIVISION SOUTH GARDEN CREEK ACRES NO. 3
 A SUBDIVISION OF A PORTION OF
 THE N. 1/4 Sec. 20, T. 14 N., R. 12 E., 6th P. M.
 NATRONA COUNTY, WYOMING

CERTIFICATE OF SURVEYOR

RESUBDIVISION SOUTH GARDEN CREEK ACRES NO. 3
 NATRONA COUNTY, WYOMING

T. 14 N. R. 12 E.

145/4404

APPROVED:

CITY COUNCIL OF THE
 CITY OF GARDEN, WYOMING

BY *Charles H. ...*

DATED

APPROVED:

BOARD OF COUNTY COMMISSIONERS
 OF NATRONA COUNTY, WYOMING

BY *CHARLES W. ...*

DATED *14th day 12, 1954*

We, the Board and we, the Board, hereby certify that the following Resubdivision of that portion of the N. 1/4 Sec. 20, T. 14 N., R. 12 E., 6th P. M., Wyoming, is as set forth on this plat which contains a scale of one inch equals fifty feet. The tracts are as follows: Tract 1 - 0.9162 AC, Tract 2 - 0.9162 AC, Tract 3 - 0.6911 AC, Tract 4 - 1.0446 AC, Tract 5 - 0.6692 AC, Tract 6 - 0.723 AC, Tract 7 - 26 AC, Tract 8 - 0.6123 AC, Tract 9 - 0.6192 AC, Tract 10 - 0.6123 AC, Tract 11 - 0.9065 AC. The streets shown on this plat are W. 29th St., W. 30th St., Garden Creek, and South Garden Creek. The dimensions of the tracts and streets are given in feet and decimals.

STATE OF WYOMING
 COUNTY OF NATRONA

On the 20th day of September, 1954, before me personally appeared John J. Schmitt, Notary Public for Natrona County, Wyoming, and he acknowledged to me that he was the duly authorized and lawful agent of the Board of County Commissioners of Natrona County, Wyoming, and that he had caused the plat and map of the above described Resubdivision to be prepared and that the same is as set forth on this plat which contains a scale of one inch equals fifty feet.

Given under my hand and the seal of my office this 20th day of September, 1954.

My Commission Expires the 16th day of April 1958 *John J. Schmitt*
 Notary Public

SOUTH GARDEN CREEK ACRES #3 BUILDING RESTRICTIONS

WHEREAS J. S. Vold et al are the owners of lots 3 through 11, inclusive, South Garden Creek Acres #3, Natrona County, Wyoming, and desire to establish in said addition 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, J. S. Vold et al, do hereby impose upon said lots, South Garden Creek Acres #3, Natrona County, Wyoming, the following protective covenants and restrictions, to-wit:

(a) 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 two stories in height and a private garage for not more than three cars, or other buildings approved by a committee set out below.

(b) No building shall be erected, placed or altered on any building plot in said addition until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of three resident members of this subdivision (the committee to be elected by the residents of the subdivision), or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been demanded prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1961. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be located on any residential building plot nearer than 35 feet to the front lot line. Prior to starting construction on any of these lots, plot plan showing proposed set back of dwelling shall be submitted to committee referred to in clause (b) for their written approval.

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).

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(d) Building tracts shall not be subdivided by an owner without written approval of the committee referred to in clause (b).

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

(f) 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.

(g) No dwelling shall be permitted on any lot in the tract, of which the ground floor area of the main structure, is less than 1400 square feet in the case of a one story structure, exclusive of garage, nor less than 1000 square feet in the case of a one and one-half story or two story structure, exclusive of garage.

(h) Sewage and other utility easements affecting the lots are reserved at the discretion of the committee, and conforming to the City of Casper Engineer's specifications.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1963, at which time said covenants shall be automatically extended for successive periods of 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 proceedings at law or in equity against the persons or person 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 wise affect any of the other provisions which shall remain in full force and effect.

John D. White

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STATE OF WYOMING
COUNTY OF NATRONA

On this 16th day of April, 1953, before me personally appeared John S. Hold, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free, full and legal act and deed.

My Commission expires October 15, 1955

John S. Hold
Notary Public
Seal of the State of Wyoming, Natrona County

John S. Hold
Box 119, Casper

APR 16 1953
MAY 19 1953
MAY 24 1953

JOHN S. HOLD
TO THE PUBLIC
INDEXED
ABSTRACTED

685109

Recorded May 6, 1958 at 9:00 O'Clock A.M.
In Book 35 of Misc. Page 133
No. 843484

Lou K. Musser
County Clerk

**RESTRICTIVE COVENANTS
TRACTS ONE AND TWO, RESUBDIVISION
SOUTH GARDEN CREEK ACRES NO. 3, NATRONA COUNTY, WYOMING**

WHEREAS, M. J. Wallway and Beatrice E. Wallway are the owners of Tracts 1 and 2, Resubdivision South Garden Creek Acres No. 3, Natrona County, Wyoming, and desire to establish on said two tracts 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, M. J. Wallway and Beatrice E. Wallway, do hereby impose upon said Tracts 1 and 2 in said Addition, the following protective covenants and restrictions, to-wit:

(a) No structure shall be erected, altered, placed or permitted to remain on said Tracts 1 and 2, other than one detached single-family dwelling or one semi-detached single-family dwelling, not to exceed two stories in height and a private garage for not more than three cars, or other buildings approved by a committee set out below.

(b) No building shall be erected, placed or altered on said Tracts 1 and 2 until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the remainder of the subdivision consisting of Tracts 3 to 11, inclusive, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of three resident members of this subdivision (the committee to be elected by the residents of the subdivision), or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1963. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in said subdivision and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

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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).

(c) No building shall be located on said Tracts 1 and 2 nearer than 35 feet to the front lot line. Prior to starting construction on either of these tracts, plot plan showing proposed set back of dwelling shall be submitted to the committee referred to in clause (b) for their written approval.

(d) These two tracts shall not be subdivided by an owner without written approval of the committee referred to in clause (b).

(e) 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 either Tract 1 or 2, nor shall anything be done on said tracts which may be an annoyance or nuisance to the neighborhood.

(f) No trailer, basement, tent, shack, garage, barn or other out-building erected on either of said two tracts 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.

(g) No dwelling shall be permitted on either of said two tracts, of which the ground floor area of the main structure, is less than 1400 square feet in the case of a one story structure, exclusive of garage, nor less than 1000 square feet in the case of a one and one-half story or two story structure, exclusive of garage.

(h) Sewage and other utility easements affecting the two tracts are reserved at the discretion of the committee.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1963, at which time said covenants shall be automatically extended for successive periods of 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 proceedings 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 wise affect any of the other provisions which shall remain in full force and effect.

WITNESS the hands of the parties hereto this 2nd day of May, 1955.

M. J. Wallway

Beatrice E. Wallway

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STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

1958

On this 2nd day of May, 1955, before me personally appeared M. J. WALLWAY and BEATRICE E. WALLWAY, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their respective free acts and deeds.

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

My Commission Expires: Virginia R. Lang, Notary Public

My Commission Expires December 8, 1959.

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