WEST GARDEN CREEK ADDITION BUILDING RESTRICTIONS

WHEREAS, Homesteads, Inc., a Wyoming Corporation, is the owner of Lots 1 through 6, inclusive, Block 1; Lots 1 through 31, inclusive, Block 2; Lots 1 through 25, inclusive, Block 3; and West Garden Creek Addition to the City of Casper, Natrona County, Wyoming, and desires to establish in said addition an exclusive residential district where the construction and use of dwellings shall be subject to certain minimum requirements, and each homeowner, in consideration of his compliance with such requirements, shall be protected against violation thereof by any other homeowner.

NOW, THEREFORE, in consideration of the premises, the undersigned Homesteads, Inc., does hereby impose upon said lots, West Garden Creek Addition to the City of Casper, 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 one and one-half stories in height and a private garage for not more than three cars.

(b) No building shall be erected, placed or altered on any building lot in said addition until the building plans, specifications and plot plan showing the location of said building and conforming in writing to the plans of such building and approved by a committee composed of R. R. Sims, E. H. McDowell and N. H. Currence, 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, fail 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 July 5, 1962. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective therein, 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 as previously exercised by said committee.

(c) No building shall be located on any residential building plot nearer than 25 feet to the front lot line except on Lots 2 and 3, Block 1; Lots 1 and 17, Block 2; Lots 1, 11, 12, 13 and 22, Block 3; said lots shall be considered to front on both abutting streets and the 25 foot set back line shall not apply. Prior to starting construction on any of these lots plot plan showing proposed setback of dwelling shall be submitted to committee referred to in clause (b) for their written approval.
STATE OF WYOMING  )  
COUNTY OF NAIROMA )  SS.

On this 15th day of July, 1952, before me, N. J. R. Sines, personally known to me, being by the duly sworn, did say that he is the treasurer of Horneture, Inc., a Wyoming Corporation, and 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 the Board of Directors, and said N. J. R. Sines acknowledged said instrument to be the free act and deed of said corporation.

I, seen under my hand and notary seal the day and year in this certificate first above written.

[Signature]
Commission expires:
[Signature]
Notary Public