PROTECTIVE COVENANTS

Conditions, Covenants, Restrictions and Easements Affecting Property of the Westwood Development Company, a Special Partnership:

THIS DECLARATION made this 20th day of April, 1952, by the Westwood Development Company, a Special Partnership, hereinafter called the Declarant:

WITNESSES:

WHEREAS, Declarant is the owner of the real property described in Clause 1 of this Declaration, and is desirous of subjecting the real property described in said Clause 1 to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall insure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, Westwood Development Company, a Special Partnership, hereby declares that the real property described in and referred to in Clause 1 hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

Definitions of Terms

Building Site shall mean any lot, or portion thereof, or any plot containing two or more contiguous lots, or a parcel of land of record and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these Covenants.

Company shall mean the Westwood Development Company, a Special Partnership.

CLAUSE 1

Property Subject to This Declaration

The real property which is and shall be held and conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and sub-divisions of this Declaration is located in the County of NATRONA, State of WYOMING, and is more particularly described as follows, to-wit:

Lot 307 to Lot 615 inclusive, Westwood No. 2, an Addition to the City of Casper, Natrona County, Wyoming.

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject hereto.

The Declarant may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference hereto.
General Purposes of Conditions

The real property described in Clause 1 hereof is subject to the covenants, restrictions, conditions, reservations, liens and charges hereunder declared to secure the best use and the most appropriate development and improvement of each building site thereof to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection therein of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes therein, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

A. All building sites in the tract shall be known and described as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than one detached single-family dwelling not to exceed two stories in height, a private garage for not more than three cars, guest house, servants' quarters, and other outbuildings incidental to residential use of the premises.

B. No building shall be erected, placed or altered on any building site 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 H. J. Clarke, Jr., C. R. 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 such 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 April 20, 1980. 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 building site less than 25 feet from the front lot line for all sites covered by these covenants, nor less than 15 feet from any side street, nor shall any building be located nearer than 5 feet to an interior lot line or 10
feet from any building on the same site, except a detached garage or other outbuilding located on the rear half of the lot may be placed 3 feet from the side line of the lot. No dwelling shall be located nearer than 15 feet to the rear lot line.

D. No residential structure shall be erected or placed on any building site, which has an area of less than 5,000 square feet or a width of less than 55 feet at the front building setback line for interior lots, and less than 56 feet for corner lots.

E. No noxious or offensive trash or activity shall be carried upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. No trailer, basement, tent, shack, garage, barn or other outbuilding other than guest houses and servants quarters erected on a building site covered by these Covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

G. No dwelling costing less than $5,500.00 as of April 20, 1955 shall be permitted on any lot in the tract. The ground floor area of the main structure shall not be less than 720 square feet in the case of a one-story structure, exclusive of garage, nor less than 720 square feet in the case of a two-story structure, exclusive of garage, except lots numbered 207, 231, 232, 256, 259, 286, 287, 315, 316, 345, 346, 375, 376, 425, 500, 600, 607 and 608, for which dwellings of not less than 640 square feet may be built.

H. An easement is hereby reserved for the Mountain States Water Company and the Mountain States Telephone and Telegraph Company for poles, anchor and guy wires and cable adjacent to any lot lines, and Northern Utilities Company for installation and maintenance of natural gas lines over the rear five feet of each building site where no alley is provided in Westwood No. 2, an Addition to the City of Casper, Natrona County, Wyoming.

J. No animal or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

K. No fence, wall, hedge, or mausoleum shall be permitted to extend beyond the minimum building setback line established herein.

L. Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these Covenants.

M. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until April 20, 1980, 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 building sites covered by these Covenants 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 tract, 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 due for such violation.

M. Invalidation of any one of these Covenants or any part thereof by judgments or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.
WESTWOOD DEVELOPMENT COMPANY

By

[Signature]

as President of Westwood Land Co., Inc.,
a General Partner

secretary

STATE OF WYOMING

SS

COUNTY OF NATRONA

On this 10th day of April, 1955, before me appeared H. J. CLARE, JR., to me personally known, who, being by me duly sworn, did say that he executed the foregoing instrument as President of Westwood Land Co., Inc., which corporation is a General Partner of Westwood Development Company, a Special Partnership, 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 its Board of Directors, and said H. J. CLARE, JR., acknowledged said instrument to be the free act and deed of said corporation in its capacity as a General Partner of said Westwood Development Company.

Given under my hand and notarial seal this 20th day of April, 1955.

[Signature]
Notary Public

My Commission expires: June 15, 1958
AMENDMENT TO PROTECTIVE COVENANTS PERTAINING TO WESTWOOD,
AN ADDITION TO THE CITY OF CASPER, NAGRONA COUNTY, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That those certain protective covenants set forth in that certain instrument dated April 20, 1955, executed by the undersigned special partnership as owner of all lands affected by said instrument, recorded in Book 31 of Miscellaneous at page 167 in the office of the County Clerk of Natrona County, Wyoming, are amended as to paragraph "C"

Thereof to read as follows:

"C. No building shall be located on any building site less than 25 feet from the front lot line for all sites covered by these covenants, nor less than 15 feet from any side street, nor shall any building be located nearer than 5 feet from the line of the lot, 10 feet from any building on the same site, except a detached garage or other outbuilding located on the rear half of the lot may be placed 5 feet from the side line of the lot. No dwelling shall be located nearer than 5 feet to the rear lot line."

All other terms, conditions and provisions of said April 20, 1955 instrument entitled "Protective Covenants" are hereby approved, ratified and confirmed by the undersigned owner of all the property thereby affected and even though said instrument was executed by the undersigned as follows:

"Westwood Development Company by H. J. Clare, as President of Westwood Land Co., Inc., a General Partner", instead of by Westwood Development Company, a special partnership, by Westwood Land Co., Inc., a general partner, with the president and secretary of said general partner signing, attesting and affixing the seal of said corporate general partner.

Dated at Casper, Wyoming the 1st day of August, 1955.

WESTWOOD DEVELOPMENT COMPANY, a Special Partnership

BY: WESTWOOD LAND CO., INC., a General Partner

BY: [Signature]

ATTEST: [Signature]

S. J. McLean

SECRETARY
STATE OF WYOMING                  | SS.  
COUNTY OF NATRONA                  

On this 1st day of August, 1955, before me personally appeared
H. J. Clare, Jr., to me personally known, who, having been by me first duly
sworn, did say: That he is the President of Westwood Land Co., Inc., a
Wyoming Corporation, and that said corporation is a general partner of Westwood
Development Company, a special partnership; that said corporation executed
the above and 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 in its capacity, as a general partner of Westwood Development Company, by
authority of said partnership; and said H. J. Clare, Jr. acknowledged said
instrument to be the true act and deed of said corporation as such general
partner and the true act and deed of said special partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
notarial seal the day and year in this certificate first above written.

[Signature]

Notary Public

By Commission Expires:

[Signature]

July 4, 1955