

145/277

Sheet 14 - Folder 3

PLAT OF
WESTWOOD NO. 3
 AN ADDITION TO THE CITY OF CASPER
 A SUBDIVISION OF A PORTION OF
 S½NE¼NW¼, N½SE¼NW¼ & NE¼SW¼NW¼ OF SECTION 17
 T. 33 N. - R. 79 W., 6th P.M.
 NATRONA COUNTY, WYOMING

CERTIFICATE OF DEDICATION

The undersigned, WESTWOOD DEVELOPMENT COMPANY, a Special Partnership, hereby certifies that the foregoing subdivision of that portion of the S½NE¼NW¼, N½SE¼NW¼ & NE¼SW¼NW¼ of Section 17, T. 33 N., R. 79 W., 6th P.M., Natrona County, Wyoming, as it appears on this plat is with the free consent and desire of Westwood Development Company, a Special Partnership, the owner and proprietor of said land, that the name of said subdivision shall be WESTWOOD NO. 3, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, and the streets, alleys and public ways shown on the plat are hereby dedicated to public use.

Dated at Casper, Wyoming the 7th day of January, 1957

WESTWOOD DEVELOPMENT COMPANY
 a Special Partnership
 BY - WESTWOOD LAND CO., INC., a Wyoming Corporation, General Partner
 BY *[Signature]* PRESIDENT

STATE OF WYOMING
 COUNTY OF NATRONA
 On this 7th day of January, 1957, before me personally appeared H. J. Clare, Jr., to me personally known, who, being by me 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, and that the seal affixed heretofore is the corporate seal of Westwood Land Co., Inc., and that the above and foregoing certificate was signed and sealed by Westwood Land Co., Inc., as a general partner of and on behalf of Westwood Development Company, a Special Partnership, pursuant to the authority given said general partner by the partners of said special partnership, and on behalf of said corporation as such general partner by authority of the Board of Directors of Westwood Land Co., Inc., and H. J. Clare, Jr. acknowledged said certificate to be the free act and deed of said corporation or a general partner of said special partnership and for and on behalf of said special partnership.

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

My Commission Expires - January 15, 1958

[Signature]
 Notary Public

CERTIFICATE OF SURVEYORS

STATE OF WYOMING
 COUNTY OF NATRONA
 We, H. L. Worthington and E. C. Lenhart, do hereby certify that during the month of December, 1956, WESTWOOD NO. 3, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, in the S½NE¼NW¼, N½SE¼NW¼ & NE¼SW¼NW¼ of Section 17, T. 33 N. - R. 79 W., 6th P.M., Natrona County, Wyoming, was surveyed by us as shown on this plat. Each lot bears its respective number. Said plat is true and correct and we accurately surveyed the subdivision of lots, streets, alleys and public ways; all are well and accurately staked off and marked. Dimensions are given in feet and decimals thereof.

H. L. WORTHINGTON, SURV. REG. NO. 142
 E. C. LENHART, SURV. REG. NO. 73

Subscribed in my presence and sworn to before me this 22nd day of January, 1957.

My Commission Expires - 22nd day of January, 1958
 Notary Public

APPROVED -
 City Council of the City of Casper, Wyoming by Ordinance No. 1177 duly passed, adopted and approved on the 21st day of January, 1957.
[Signature]
 Mayor

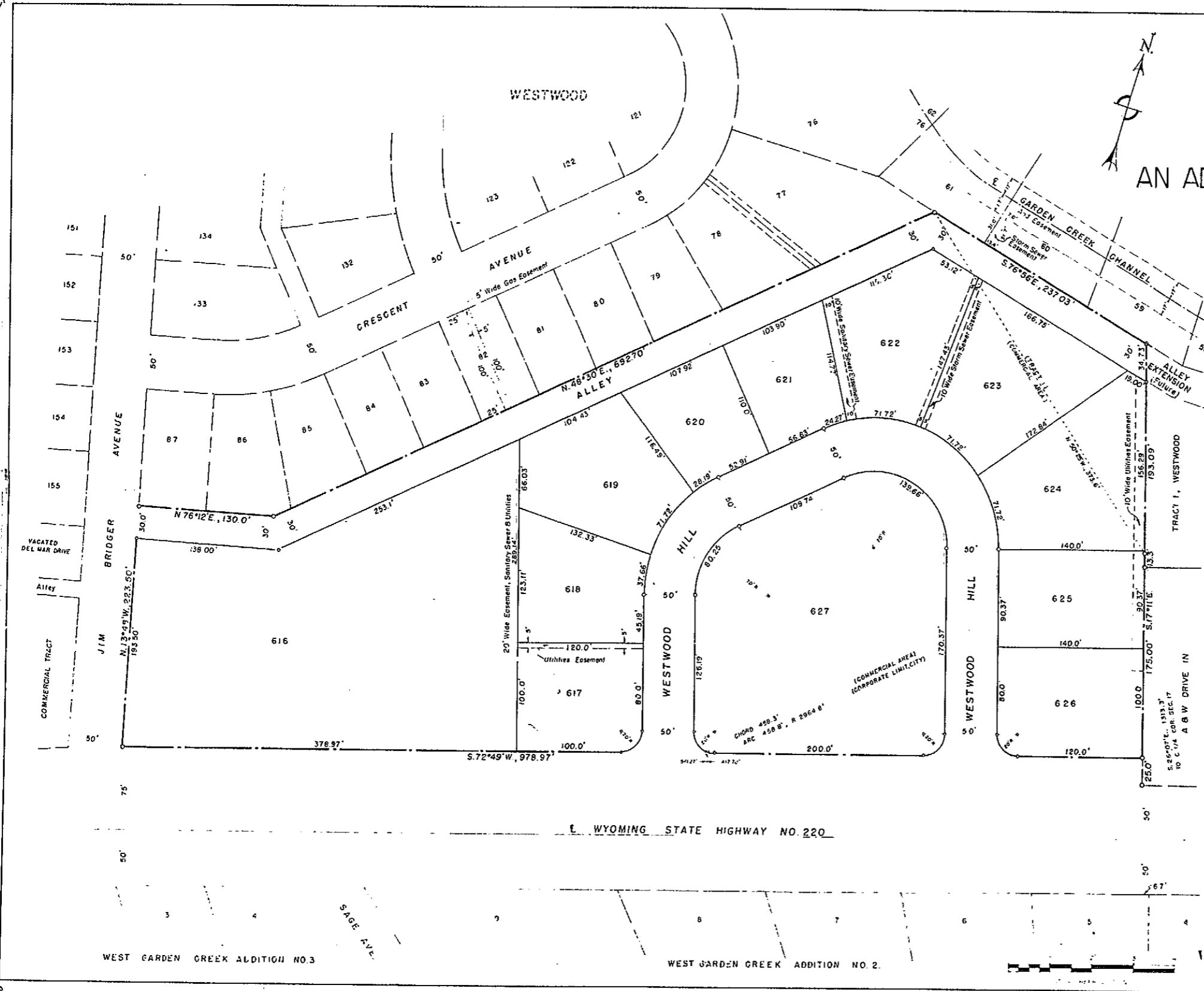
APPROVED -
 Board of County Commissioners of Natrona County, Wyoming, by Resolution duly passed on the 17th day of February, 1957.
[Signature]
 Chairman of the Board

Attest: *[Signature]* CITY CLERK
 Attest: *[Signature]* PRESIDENT OF COUNCIL
 Dated: Jan. 21, 1957

Attest: *[Signature]*
 Dated

Inspected and Approved - *[Signature]*
 COUNTY SURVEYOR

SCALE 1" = 40 feet



921 X

K128

K12

WESTWOOD ADDITION NO. 3 BUILDING RESTRICTIONS

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).

WHEREAS, The Westwood Development Company, a Partnership, is the owner of Lots 614 to 627 inclusive in Westwood No. 3, an Addition to the City of Casper, Natrona County, Wyoming, and desires to establish in said addition a district wherein the construction and use of the land shall conform to certain minimum requirements, and each owner, in consideration of his compliance with such requirements, shall be protected against violation thereof by any other owner;

NOW, THEREFORE, in consideration of the premises, the undersigned Westwood Development Company, a Partnership, does hereby impose upon said lots in Westwood No. 3, an 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 Lots 618 to 625 inclusive other than a one family dwelling, a multiple family dwelling or an apartment house.
- (b) Lots 616, 617, 626 and 627 are reserved for commercial use.
- (c) No building, dwelling or apartment house 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. Clark, Jr., W. H. Currence, and C. R. McDowell 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. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1983. 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.
- (d) No building, dwelling, or apartment house so located on any of the above mentioned lots shall be located nearer than 20 feet to the street property line of said street. No building shall be located nearer than 5 feet to an inter lot line, except that no side yard shall be required for a garage or other permitted accessory building located 70 feet or more from the minimum building setback line.
- (e) Yard fences may extend only from the rear of any lot to the front or side setback line; and there shall be no front yard fencing.
- (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 temporary character be used for human habitation.
- (g) No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.

(10) 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.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1983, at which time said covenants shall be automatically extended to successive periods of 10 years unless by vote of 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.

Executed this 29th day of January, 1958.

WESTWOOD DEVELOPMENT COMPANY,
a Special Partnership

By WESTWOOD LAND CO., INC.,
a Wyoming Corporation,
a General Partner

[Signature]
resident



STATE OF WYOMING
COUNTY OF NATRONA

On this 29th day of January, 1958, before me personally appeared H. J. Clare, Jr., to me personally known, who, being by me duly sworn, did say that he is the president of WESTWOOD LAND CO., INC., a Wyoming Corporation, which corporation is a General Partner in WESTWOOD DEVELOPMENT COMPANY, a Special Partnership. That said instrument was signed and sealed by said corporation in its capacity as a general partner in 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 on behalf of said corporation by authority of its Board of Directors and H. J. Clare, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and notarial seal this 29th day of January, 1958.

[Signature]
Notary Public

My commission expires June 15, 1958

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



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