WESTWOOD ADDITION NO. 3 BUILDING RESTRICTIONS

WHEREAS, The Westwood Development Company, a Partnership, is the owner of Lots 614 to 627 inclusive in Westwood Lot 3, an Addition to the City of Casper, Natrona County, Wyoming; and is desirous to establish in said addition a District wherein the construction and use of the land shall conform to certain minimum requirements; and such owners, 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 Lot 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 10 to 627 inclusive other than a one family dwelling, a multiple family dwelling or an apartment house.

(b) Lots 614, 617, 618 and 622 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 by the Committee of record. All buildings in said addition shall be designed and constructed in accordance with the minimum requirements of the City of Casper, Wyoming, and the approval of the owner of the building site shall be obtained prior to the issuance of a building permit.

(d) No building, dwelling or apartment house shall be located nearer than 25 feet to the street line or 5 feet to an interior 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 fences.

(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.
(H) 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 a majority of the then-owners of the lot, it is agreed to change said covenants in whole or in part.

If the parties hereby, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants hereinafter, 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 his or their doing or to recover damages or other dues for such violation.

Invalidation of any one or more 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 27th day of January, 1958.

WESTWOOD DEVELOPMENT COMPANY,

a Special Partnership

By WESTWOOD LAND CO., INC.,

a Wyoming Corporation,

a General Partner


STATE OF WYOMING

COUNTY OF HATCHET

On this 27th day of January, 1958, before me personally appeared

H. V. Clare, Jr., to me personally known, who being by me duly sworn, did swear that he is the president of WESTWOOD LAND CO., INC., a Wyoming Corporation, which corporation is a Special Partnership 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 that J. Clare, Jr. acknowledged said instrument to be the free act and deed of said corporation.

The instrument was executed in the presence of me, and I, by virtue of my commission as Notary Public, do hereby acknowledge the same.

Notary Public

Commission expires: June 15, 1958