

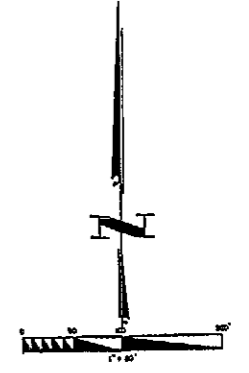
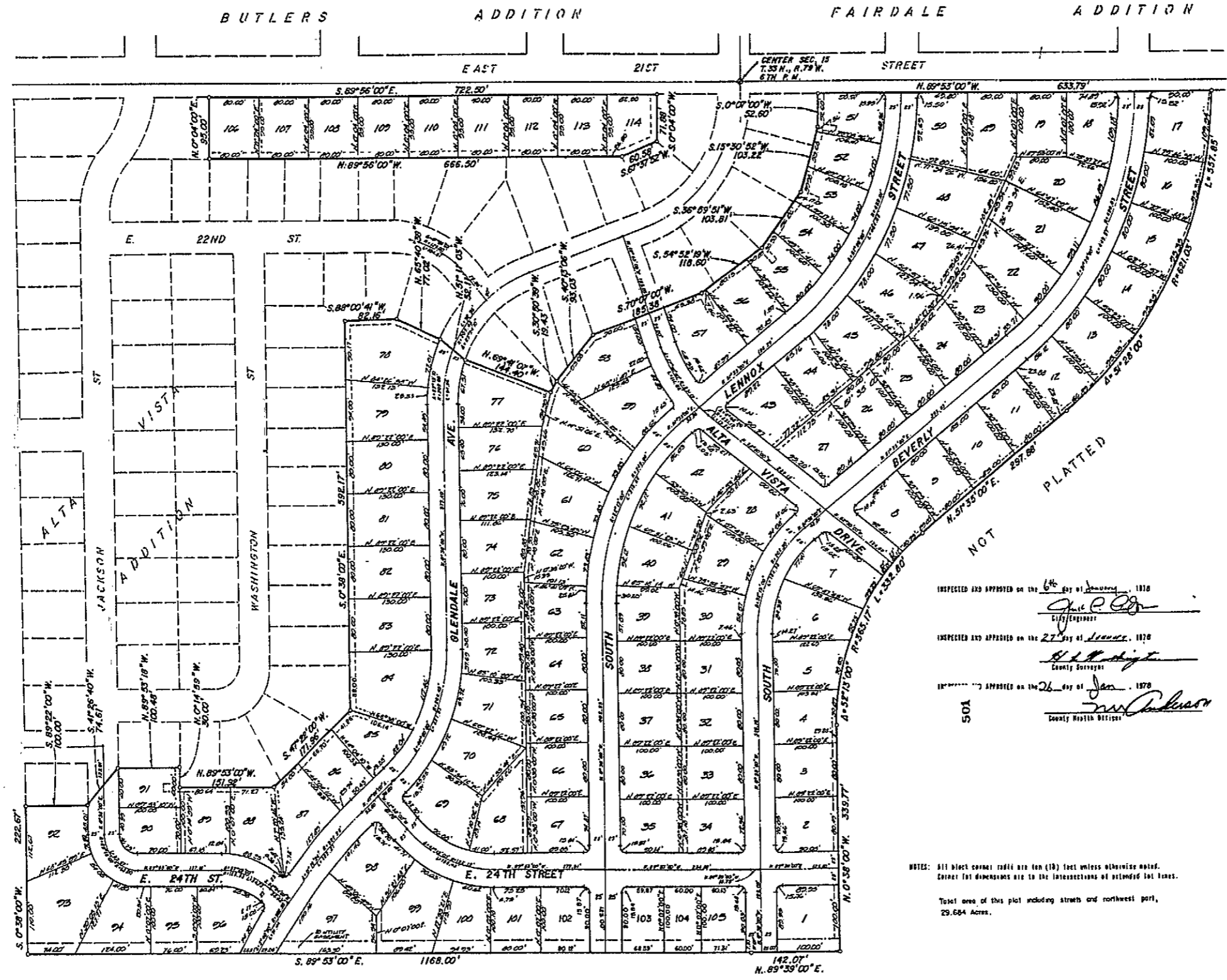
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141

A REPLAT OF A PART OF ALTA VISTA ADDITION

A PART OF THE NE. 1/4, SW. 1/4 AND NW. 1/4, SE. 1/4 OF SECTION 15,
TOWNSHIP 33 NORTH, RANGE 79 WEST, 6TH PRINCIPAL MERIDIAN
COUNTY OF NATRONA, STATE OF WYOMING

Plat of 285 Deeds Page 500
County of Natrona



CERTIFICATE OF REVISION

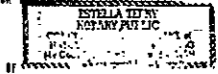
PULTE HOME CORPORATION hereby certifies that they are the owner of lots 18 through 21, 23 through 24, 25 through 28, 101 through 102 and 120 through 122 of Alta Vista Addition, City of Casper, County of Natrona, State of Wyoming, and do substitute the foregoing described lands as appears on this plat under the name of A REPLAT OF A PART OF ALTA VISTA ADDITION.

Dated at Casper, Wyoming this 23rd day of February, 1978

Robert D. Brinshon
Robert D. Brinshon, Vice President, Pulte Home Corporation

STATE OF WYOMING)
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 23rd day of February, 1978 by Robert D. Brinshon
Witness my hand and seal
By commission: *Thomas J. Dwyer*
Notary Public



CERTIFICATE OF SURVEY

I, C. Max Serafini, a Registered Professional Land Surveyor in the State of Wyoming, hereby certify that the survey represented by this plat was made under my supervision and this plat accurately represents said survey.



APPROVALS

INSPECTED AND APPROVED on the 6th day of January, 1978
John C. Coe
City Engineer

INSPECTED AND APPROVED on the 27th day of January, 1978
W. L. Dwyer
County Surveyor

INSPECTED AND APPROVED on the 26th day of Jan. 1978
Tom Anderson
County Health Officer

APPROVED: Community Planning Commission of Casper, Wyoming, this 3rd day of October, 1977 and forwarded to the City Council of Casper, Wyoming with recommendation that said Plat be approved.
F. Charles Davis Secretary
Betty M. Bortnick Commission Chairman

APPROVED: City Council of the City of Casper, Wyoming, by Resolution No. 7B-4 duly passed, adopted and approved on the 19th day of January, 1978.
Raymond J. ...
Mayor

ATTEST: *Calvin D. ...*
City Clerk

APPROVED: Board of County Commissioners of Natrona County, Wyoming, by Resolution duly passed on the 21st day of FEB. 1978.
ATTEST: *John P. ...*
Chairman of the Board

Filed for Record in the Office of the County Clerk of Natrona County, Wyoming, this 15th day of March, 1978.
My Term of Office Expires January 2, 1979
...
County Clerk

NOTES: All black corner radii are ten (10) feet unless otherwise noted.
Corner lot dimensions are to the intersections of extended lot lines.
Total area of this plat including streets and northwest part, 29,684 Acres.

Lou K. Musser
County Clerk

PROTECTIVE COVENANTS
for
ALTA VISTA ADDITION TO THE CITY OF CASPER, NATRONA
COUNTY, WYOMING

The undersigned are the owners of Lots numbered 1 through 222 in Alta Vista Addition to the City of Casper, 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 owner in said Addition in consideration of his compliance with such requirements shall be protected against violation thereof by any other home owner in said Addition.

NOW, THEREFORE, in consideration of the premises, the undersigned do hereby impose upon the above described lots in said Addition the following protective covenants and restrictions, to-wit:

A. No structure shall be erected, altered, placed upon or permitted to remain on any residential building site in said Addition other than one detached, single-family dwelling not to exceed two stories in height, together with a private garage for not more than two cars; and a residential building site is defined to mean one lot or portions of one or more adjoining lots in said Addition having a width of not less than 50 feet at the front building set-back line.

B. No building shall be erected, placed upon or altered on any residential building site in said Addition until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the Addition and as to the location of the building with respect to topography and finished ground elevation by a committee composed of James Clifford Jones, Oscar J. Whitlock and Fred Hartnett or by a representative designated by a majority of said committee. In the event of the death, resignation, absence or other inability of any member of said committee to serve, the remaining members of said committee shall have full authority to approve or disapprove of any such design and location or to designate a representative who shall have such authority. In the event such committee or its designated representative fails to approve or disapprove such design or location within thirty 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 these covenants shall be deemed to have been fully performed. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to these covenants. The powers and duties of such committee and of its designated representatives shall cease on and after June 1, 1985. Thereafter the approval described in these covenants 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 residential building sites in said Addition and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (907) 237-9486



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 any residential building site nearer than 25 feet to the front property line thereof or nearer than 10 feet to any adjacent side street property line. No building shall be located nearer than 5 feet to an interior residential building site line except that no side yard shall be required for a garage or other permitted accessory building located 35 feet or more from the minimum front building set-back line. No dwelling shall be located on any interior residential building site nearer than 15 feet to the rear line thereof. For the purpose of these covenants, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a residential building site to encroach upon another building site.

D. No residential structure shall be erected or placed upon any residential building site which has an area of less than 5,000 square feet or a width of less than 50 feet at the front building set-back line.

E. No business or commercial enterprise shall be carried on or conducted upon any residential building site within said Addition nor shall anything be done on any of said sites which may be an annoyance or nuisance to the neighborhood.

F. No trailer, basement, tent, shack, garage, barn or other out-building erected on any residential building site in said Addition 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. No building of any type may be moved into said Addition.

G. The ground floor area of the main structure on any building site in said Addition shall not be less than 700 square feet in the case of a one-story structure, exclusive of the garage, nor less than 700 square feet in the case of a one and one-half or two-story structure, exclusive of the garage.

H. Easements as shown on the official plat of said Addition of record in the office of the County Clerk of Natrona County, Wyoming are granted to Northern Utilities Company and its successors for the installation, maintenance, repair and removal of natural gas lines to serve all lots in said Addition, and easements as shown upon said official plat are granted to Mountain States Telephone & Telegraph Company, Pacific Power & Light Company and Community Television Systems of Wyoming, Inc. and to their respective successors, for the installation, maintenance, repair and removal of poles carrying electric, telephone and television transmission lines and for necessary guy-wires and anchors with full rights of ingress and egress in said utility companies necessary for the full enjoyment of the easements granted.

I. No fence, wall, hedge, or shrub planting may extend beyond the minimum building setback lines at the front and side of the property.

In the event a house is turned on a corner lot to face the side street, the setback line on each street shall be 25 feet.

J. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on or in any residential building sites, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any residential building site and no derrick or other structure designed for use in drilling for oil and natural gas shall be erected, maintained or permitted upon any residential building site.

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



Resistions 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(f).

PROTECTIVE COVENANTS

A REPLAT OF A PART OF ALTA VISTA ADDITION
AND LOT 43, ALTA VISTA ADDITION

PULTE HOME CORPORATION, A Delaware Corporation

RECORDED Mar 17 19 78 AT 1:03 PM
IN BOOK 69 of Misc. PAGE 637
JOHN L. TOBIN
COUNTY CLERK
NO. 231019

to

WHOM IT MAY CONCERN

WHEREAS, PULTE HOME CORPORATION, A Delaware Corporation has heretofore executed a Plat of A REPLAT OF A PART OF ALTA VISTA ADDITION and Lot 43, ALTA VISTA ADDITION, City of Casper, County of Natrona, State of Wyoming.

WHEREAS, PULTE HOME CORPORATION, a Delaware Corporation is the sole owner in fee simple of the property described as follows, to-wit:

Lots 1 through 114, All in A REPLAT OF A PART OF ALTA VISTA ADDITION, And Lot 43, ALTA VISTA ADDITION, to the City of Casper, County of Natrona, State of Wyoming.

WHEREAS, said owner is desirous of protecting and preserving the present and future values of the above described property contained within the said plat.

NOW THEREFORE, in consideration of the premises, the said Owner for itself and its successors and assigns and for its future grantees, hereby establishes and declares the following covenants and restrictions upon the described property;

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.
2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location, with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line and the minimum building sidestreet setback line unless and until the location of said fence or wall has been otherwise approved by the appropriate municipality, County, or other governmental authority. Approval shall be as provided in Paragraphs 16 and 17.
3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$ 20,000.00 based on the cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 800 square feet for a one-story dwelling or less than 800 square feet for a dwelling of more than one-story. The ground floor area of the main structure as applicable to any multi-level structure shall be all of that area ground level and above.
4. BUILDING LOCATION. No building shall be located on any lot nearer than 25 feet to the front lot line, EXCEPT THAT, for fronting on the bulb of a cul-de-sac no building shall be located on any lot nearer than 15 feet to the front lot line; or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot line nearer than 15 feet to the rear lot line. For the purpose of this covenant, fireplaces, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having an area of less than 5,700 square feet.

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-9486



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).

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).

6. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. **NUISANCE.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at anytime as a residence either temporarily or permanently. Neither shall any building or structure be moved or built onto any lot except by the developer and builder which may be offices and warehouses for the purpose of building and selling property during the development and sales period.

9. **SIGNS.** No sign of any kind shall be displayed to the Public view on any lot, except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property during the construction and sales period.

10. **OIL AND MINING OPERATIONS, DRILLING.** No oil or water well drilling, oil or water development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas be erected, maintained, or permitted upon any lot.

11. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

12. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the purpose of storage or disposal of such material shall be kept in a clean and sanitary condition.

13. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall hedge, or shrub planting which obstruct sight lines at elevation between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. **COMMERCIAL VEHICLES.** No commercial type vehicles, no trucks; not to include vehicles commonly known as pick-up trucks; shall be stored or parked on any lot except in a closed garage, nor parked on any residential street or alley except while engaged in transport to or from a residence.

15. **STORING, ABANDONMENT AND REPAIR OF VEHICLES.** No vehicle of any kind shall be stored or abandoned on any lot or street. No vehicle of any kind be parked for more than 24 hours on any lot or street for the purpose of making repairs or alterations thereon.

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).

16. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP. The Architectural Control Committee is composed of: Robert W. Fritsch, Darvin L. Buchheit, and Robert B. Brisnehan, whose addresses are Pulte Home Corporation, 2275 E. Arapahoe, Littleton, Colorado 80122. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

17. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

18. GENERAL PROVISIONS. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five (25) years from the date these covenants when recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then owners of a majority of the lots in said subdivision has been recorded, agreeing to change said covenants in whole or in part; providing, however, that at anytime hereafter the then owners of a majority of the lots in said subdivision may change, alter, or amend these protective covenants in whole or in part by recording an instrument signed by said owners and setting forth said change or amendment.

19. ENFORCEMENT. Enforcement shall be proceedings at law or inequity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

20. SEVERABILITY. 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.

Signed this Sixteenth day of March, 1978

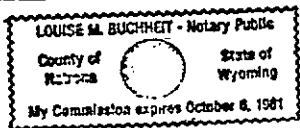
PULTE HOME CORPORATION,
a Delaware Corporation

BY: Robert B. Brisnehan
Robert B. Brisnehan, Attorney-in-fact

BY: Robert W. Fritsch
Robert W. Fritsch, Attorney-in-fact

The foregoing instrument was acknowledged before me this Sixteenth day of March, 1978 by ROBERT B. BRISNEHAN AND ROBERT W. FRITSCH, as Attorney's-in-fact for PULTE HOME CORPORATION, a Delaware Corporation.

My Commission Expires: October 6, 1981



Louise M. Buchheit
Notary Public