



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.

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Recorded Oct. 16, 1962 at 11:20 o'clock A.M.  
In Book 41 of Misc. Page 424  
No. 986810

Lou K. Musser  
County Clerk

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

The undersigned are the owners of Lots 102 and 105 in Alta Vista Addition to the City of Casper, Natrona County, Wyoming, and as such hereby supplement the June 15, 1960 protective covenants for Alta Vista Addition to the City of Casper, Natrona County, Wyoming, recorded June 27, 1960 in Book 38 of Miscellaneous at page 213 in the office of the County Clerk of Natrona County, Wyoming, and agree and impose upon the above two lots the following covenant, restriction, reservation and easement for the use and benefit of said two lots and any other lots in said Addition that may be served by the drainage ditch hereinafter described, to-wit:

The following described portion of Lots 102 and 105 in said Addition, viz.: Commencing at the Southwest corner of said Lot 105, which is also the most Northerly corner of said Lot 102, thence Southwesterly in a straight line along an extension of the Northwesterly boundary line of said Lot 105, a distance of 5 feet to a point; thence Southeasterly parallel to and 5 feet Southwesterly from the common boundary line between said Lots 102 and 105, a distance of 77.02 feet to the Westerly boundary line of Glendale Avenue; thence Northeasterly along the Westerly boundary line of Glendale Avenue, a distance of 5 feet more or less, to a point of intersection with the common boundary line between said Lots 102 and 105; thence Northeasterly along the Westerly boundary line of said Lot 105, a distance of 5 feet, more or less, to a point thereon; thence Northwesterly parallel to the common boundary line between said Lots 102 and 105 and 5 feet Northwesterly therefrom a distance of 77.02 feet, more or less, to a point on the Northwesterly boundary line of said Lot 105, which point is 5 feet Northeast of the point of beginning; thence Southwesterly along the Northwesterly boundary line of said Lot 105, a distance of 5 feet to the point of beginning.

is reserved and restricted for the construction and maintenance thereon of a suitable drainage ditch, connecting at the point of beginning of the above description with drainage easement now located and established as shown upon the official plat of Alta Vista Addition to the City of Casper, Natrona County, Wyoming, of record in the office of the County Clerk of said County, for the purpose of draining surplus surface water from said Lots 102 and 105 and providing an outlet for the drainage ditch already located and established upon the existing drainage easement; and the undersigned Oscar J. Whitlock and Clede Whitlock, husband and wife, James Clifford Jones and Beverly Dawn Jones, husband and wife, and Fred Hartnett and Hazel Hartnett, husband and wife, as owners of said Lot 102, grant to Mutual Construction Co., a Wyoming Corporation, as owner of said Lot 105, a right of way easement over the portion of said Lot 102 included within the boundaries of the property hereinabove described, for the construction and maintenance thereon of a suitable drainage ditch for the purpose of draining surplus surface water from said Lots 102 and 105 and providing an outlet for the drainage ditch already located and established upon the existing drainage easement; and the undersigned Mutual Construction Co., a Wyoming Corporation, as owner of said Lot 105, grants to Oscar J. Whitlock and Clede Whitlock,

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husband and wife, James Clifford Jones and Beverly Dawn Jones, husband and wife, and Fred Hartnett and Hazel Hartnett, husband and wife, a right of way easement over the portion of said Lot 105 included within the boundaries of the property hereinabove described, for the construction and maintenance thereon of a suitable drainage ditch for the purpose of draining surplus surface water from said Lots 102 and 105 and providing an outlet for the drainage ditch already located and established upon the existing drainage easement; and this covenant and agreement restricting and reserving the above described portion of said Lots 102 and 105 and the easement by each party to the other, all for the purposes hereinabove stated, shall be for the benefit of and binding upon the parties signatory, their respective heirs, personal representatives, successors and assigns as owners of said Lots 102 and 105, and shall also be for the benefit of the owners of other lots located adjacent to said already established and connecting drainage easement as shown upon said plat.

If the parties hereto or any of them, or their heirs, personal representatives, successors or assigns shall violate or attempt to violate the covenant and agreement herein, or prevent the use of the easement for the purpose hereby established, or obstruct such drainage ditch, it shall be lawful for any person or persons owning any lot adjacent to said drainage easement and whose lot is drained by the ditch thereon to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate same and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Oscar J. Whitlock and Cleda Whitlock, husband and wife, James Clifford Jones and Beverly Dawn Jones, husband and wife, and Fred Hartnett and Hazel Hartnett, husband and wife, to the extent necessary hereby waive and release all rights of homestead they have in and to the portion of said Lot 102 included within the above described parts of said Lots 102 and 105.

The restriction, reservation and easement hereby established shall continue as long as such drainage ditch is necessary for the above stated purposes.

Dated at Casper, Wyoming this 10th day of October, 1962.

Oscar J. Whitlock

Cleda Whitlock

James Clifford Jones

Beverly Dawn Jones

Fred Hartnett

Hazel Hartnett

MUTUAL CONSTRUCTION CO., a Wyoming Corporation,

By Gerald E. Crank, Its President

ATTEST:

James Clifford Jones, Secretary

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