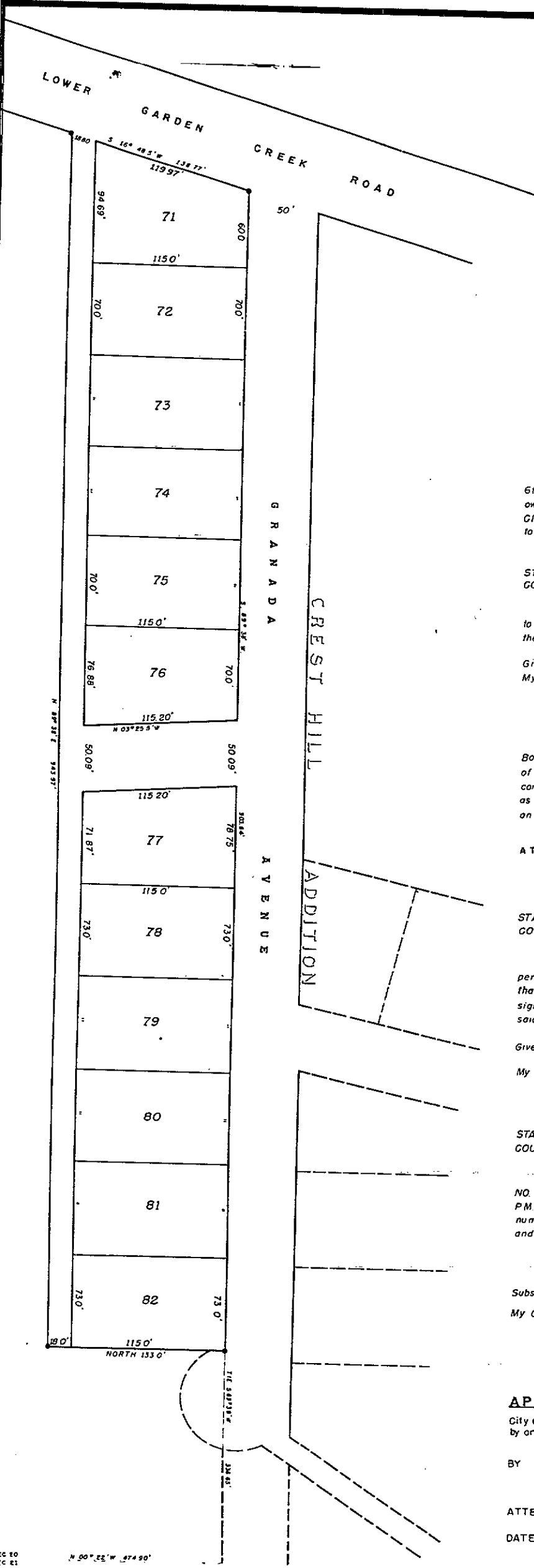


160/77

Packet 3 Folio



PLAT OF
CREST HILL ADDITION NO.2
 TO THE
CITY OF CASPER, WYOMING
 IN THE SE⁴NE⁴ SEC. 20, T.33N., R.79W., 6th PM.
NATRONA COUNTY, WYOMING
 SCALE: 1" = 40'

CERTIFICATE OF DEDICATION

I, Harry Yesness, a single man, do hereby certify:
 That the foregoing subdivision of that certain portion of the SE⁴NE⁴ of Section 20, T.33N., R.79W. of the 6th PM, as appears on this plat, is with the free consent and in accordance with the desires of me, the undersigned owner and proprietor of said lands; that the name of said Subdivision shall be "CREST HILL ADDITION NO.2, TO THE CITY OF CASPER, WYOMING," and that the Streets, Alleys, and Public-ways as shown on this plat are hereby dedicated to public use.

STATE OF WYOMING } SS
 COUNTY OF NATRONA }

On this 21 day of November, 1955, before me appeared Harry Yesness, a single man, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed

Given under my hand and notarial seal the day and year in this certificate first above written.
 My Commission expires on the 16 day of February, 1957

Nob Hill Development Co., Inc., a Wyoming corporation, does hereby certify:
 That pursuant to a resolution of the corporation duly made, seconded, and carried at a regular meeting of the Board of Directors of said corporation on the 18th day of November, 1955, the foregoing subdivision of that portion of the SE⁴NE⁴, Sec 20, T.33N., R.79W., of the 6th PM, Natrona County, Wyoming, as appears on this plat, is with the free consent and in accordance with the unanimous vote of the Board of Directors of said corporation plotted and dedicated as herein appears; that the name of said subdivision shall be Crest Hill Addition No.2 to the City of Casper, Wyoming, and that the Streets, Alleys, and Public-ways as shown hereon are hereby dedicated to public use.

ATTEST:
 STATE OF WYOMING } SS
 COUNTY OF NATRONA }

On this 30 day of November, 1955, before me personally appeared James E. Cunningham, to me personally known, who, being by me duly sworn, did say that he is the president of Nob Hill Development Co., Inc., and that the seal affixed to said instrument is the corporation 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 president acknowledged said instrument to be the free act and deed of said corporation.

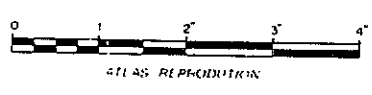
Given under my hand and notarial seal the day and year in this certificate first above written.
 My Commission expires March 16 - 1959

CERTIFICATE OF SURVEYOR

STATE OF WYOMING } SS
 COUNTY OF NATRONA }

I, Ronald L. Schooler, hereby certify that during the months of Oct & Nov, 1955, CREST HILL ADDN NO. 2 TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, in the SE⁴NE⁴ of Sec. 20, T.33N., R.79W., of the 6th PM, Natrona County, Wyoming, was surveyed by me as shown on this plat. Each tract and lot bears its respective number. Said plat is true and correct and I accurately surveyed the subdivision of blocks, lots, streets, avenues, and alleys, all are well and accurately staked off and marked. Dimensions are shown in feet and decimals thereof.

Subscribed in my presence and sworn to before me this 30th day of November, 1955.
 My Commission expires March 16 - 1959



APPROVED
 City Council of the City of Casper, Wyoming
 by ordinance duly passed on the 2 day of November, 1955.
 BY: Howard L. ...
 ATTEST: ...
 DATED: ...

APPROVED
 Board of County Commissioners of Natrona Co, Wyoming
 by resolution duly passed on the ... day of ..., 1955.
 BY: ...
 ATTEST: ...
 DATED: ...

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Recorded December 9, 1955 at 3:40 o'clock P.M.
In Book 32 of Misc., Page 106
No. 769939

Carl Thomason
County Clerk

RESTRICTIVE COVENANT

The undersigned HARRY YESNESS, certifies that he is the owner of the following described land, in Natrona County, Wyoming, to-wit:

A tract of land located in S½NE¼ and N½SE¼ of Section 20, Township 33 North, Range 79 West of the 6th P.M., more particularly described as follows: From the quarter corner common to Sections 20 and 21 go North 0°22' West, 464.90 feet to a point, said point being located on the East Section line of said Section 20; thence South 89°38' West, a distance of 336.65 feet to a point, said point being the point of beginning; thence continuing South 89°38' West, a distance of 907.03 feet to a point, said point being the Northwest corner of the tract being described; thence South 16°48½' West, a distance of 1744 feet; thence North 64°46½' East, a distance of 533 feet to a point; thence North 72°16½' East, a distance of 470 feet to a point; thence North 17°43½' West, a distance of 188 feet to a point; thence North 8°57' East, a distance of 1012.83 feet to a point; thence North 89°38' East, a distance of 381.17 feet to a point; thence North 123.0 feet to the point of beginning, containing 23.295 acres, more or less,

and that on November 30, 1954, he entered into an agreement agreeing to convey said land to Nob Hill Development Co., Inc., a Wyoming Corporation; and

WHEREAS, the said Nob Hill Development Co., Inc. is about to make the final payment due the undersigned for the above land under said contract and the buyer intends to develop said land for residential purposes, and the deed from the undersigned will contain a reservation to the grantor, his heirs, personal representatives and assigns of all oil, gas and other minerals in, on and under the above described land, but a waiver by undersigned of the right of ingress and egress for the purpose of prospecting, seismographing, drilling, mining, developing, producing or operating said land for oil, gas or other minerals; and

WHEREAS, the undersigned desires to cooperate with Nob Hill Development Co., Inc. and to not do anything with respect to the reserved minerals which would interfere with the development of said land for residential purposes and to such end the undersigned imposes a restriction upon the above described land, which shall be a covenant running with the land, as follows: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any of the above described land, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in said land, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of the above described land.

Dated at Casper, Wyoming the 6th day of December, 1955.

Harry Yesness

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82501 • (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).

Recorded February 6, 1956 at 10:50 O'Clock A.M.
In Book 32 of Misc., Page 194
No. 774495

Carl Thomason
County Clerk

BUILDING RESTRICTIONS - - CREST HILL ADDITION #2
TO THE CITY OF CASPER, NATRONA COUNTY,
-----WYOMING-----

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).

The undersigned certify that they are the owners of Lots 71 through 82, both inclusive, in Crest Hill Addition #2 to the City of Casper, Natrona County, Wyoming; and that they desire to establish in said addition exclusive residential district wherein the construction and use of dwelling houses shall conform to certain minimum requirements, and so that each home owner in consideration of his compliance with such requirements shall be protected against violation thereof by any other home owner.

NOW, THEREFORE, in consideration of the premises, the undersigned do hereby impose upon all of the said Crest Hill Addition #2 to the City of Casper, Natrona County, Wyoming, the following protective covenants and restrictions to wit:

1. No structure shall be erected, altered, placed or permitted to remain on any lot or tract, or any lot and a portion of an adjoining lot or tract, or a portion of two adjoining lots or tracts other than one detached, single-family dwelling, or one semi-detached, single-family dwelling not to exceed one and one-half stories in height, and a private garage not to exceed a capacity greater than three cars.
2. Prior to the erection of any building on any building plot in said addition, the building plans, specifications and plat plans showing the location such building shall be submitted to a committee composed of J. E. Cunningham, Paul J. Cote and Robert J. Murphy, or to a representative designated by a majority of the members of said committee, and said committee shall make its approval in writing as to the conformity and harmony of external design with existing structures in said addition and as to location of the building with respect to topography and finished ground elevation. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove or to designate a representative. In the event the committee fails to approve or disapprove within fifteen (15) days after the plans and specifications are submitted, and if no suit to enjoin the erection of such building or the making of alterations on such building has commenced within said fifteen (15) days, such approval shall not be required. Neither the members of said committee nor its representatives shall be entitled to compensation for services performed pursuant to this covenant. The powers and duties of said committee shall cease on and after March 1, 1966. After said latter date, the approval described in this paragraph shall not be required unless prior to said date a written instrument shall be executed by a majority of the then record owners of the lots in this addition appointing a representative or representatives, who shall thereafter exercise the same powers exercised by said committee.

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).

3. No building shall be located on any residential plot nearer than twenty-five (25) to the front lot line, nor nearer than twelve and a half (12½) feet to any side street line. No building, excepting a detached garage or other out building located seventy-five (75) feet or more from the front lot line shall be located nearer than five (5) feet to any interior lot side line. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building setback line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line.

4. No store, shop, repair shop, storage or repair garage, restaurant, dance hall, or other public place of amusement or any similar business or commercial enterprise shall be carried on or conducted upon any of the lots or tracts in said addition.

5. No trailer, basement, tent, shack, garage, barn or other out building erected on any lot or tract in the 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.

6. The ground floor area of the main structure of any building erected upon Lots 71 through 82, inclusive in said addition, exclusive of one story open porches and garages, shall be not less than ~~1500~~ square feet.

1250 J.E.C. PJC CHM

7. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot or tract in said addition, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot or tract therein. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or tract therein.

8. Easements for installation and maintenance of utilities and drainage facilities, if any, for the use and benefit of all lots and tracts in said addition are reserved as shown on the recorded plat of said addition.

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

10. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one (1) square foot; one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a building contractor to advertise the property during the construction and sales period.

11. 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. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or recover damages. Invalidation of any one of these covenants by judgment or other order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

These covenants are to run with the land and shall be binding upon all parties signatory thereto and all persons claiming under them until the 1st day of March, 1976, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of said lots in said addition, it is agreed to change these covenants in whole or in part.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 6th day of February, 1956.

ATTEST:

NOB HILL DEVELOPMENT CO., INC.,
a Wyoming corporation

Paul Cote'
Secretary

By James E. Cunningham
President

Owners of Lot Numbered Eighty (80),
Crest Hill Addition # 2 to the City of
Casper, Natrona County, Wyoming.

Campbell H. McWhinnie, Jr.
Campbell H. McWhinnie, Jr.

WITNESS: J. E. Cunningham

Sue W. McWhinnie
Sue W. McWhinnie

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



STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of Feb., 1956, before me personally appeared James E. Cunningham, who, being first duly sworn, upon oath, did say that he is the president of Nob Hill Development Co., Inc., a Wyoming corporation, and that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of the board of directors, and the said James E. Cunningham acknowledged said instrument to be the free act and deed of said corporation.

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

Lawrence M. Wert
Notary Public.

My commission expires: Dec. 23, 1958.

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of February, 1956, before me personally appeared Campbell H. McWhinnie, Jr., and Sue W. McWhinnie, Husband and wife, who, being first duly sworn, upon oath, did acknowledge that they executed the foregoing instrument as their free act and deed.

Given under my hand and seal this 6th day of February, 1956.

My commission expires:
October 14th, 1958.

Paul J. Cote'
Notary Public

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).