

570 5

162/114

**AMENDED PLAT OF
CREST HILL ADDITION NO. 3
TO THE
CITY OF CASPER, WYOMING**
IN THE SE 1/4 AND THE N 1/4 SECTION 20, T 33N, R 78W
OF THE 6TH P.M. NATRONA COUNTY, WYOMING.
SCALE 1" = 40'

CERTIFICATE OF REDEDICATION

Hub Hill Development Co., Inc., a Wyoming corporation, does hereby certify:
That pursuant to a resolution of the corporation duly made, adopted, and carried at a regular meeting of the Board of Directors of said corporation on the 31st day of JAN 1958, that the foregoing subdivision of that portion of the SE 1/4 and N 1/4 of Section 20, T. 33N., R. 78W., of the 6th P.M., 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. 3, TO THE CITY OF CASPER, WYOMING, and that the Streets, Alleys, and Public Ways as shown hereon are hereby dedicated to public use. This is an amended plat to the original plat filed in the office of the County Clerk in and for NATRONA COUNTY, WYOMING in JUNE, 1946. Recorded in Book 142, Page 116 (Deeds)

ATTEST:
P. J. C. C.
Secretary
HUB HILL DEVELOPMENT CO., INC.
James E. Cunningham
President

STATE OF WYOMING } SS
COUNTY OF NATRONA } SS
On the 5th day of FEB 1958, 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 Hub Hill Development Co., Inc., and the authorized signatory to said instrument in the corporate name 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 official seal the day and year in this certificate first above written.
My Commission expires on the 15th day of March 1959.

Henry Public
Notary Public

CERTIFICATE OF SURVEYOR

STATE OF WYOMING } SS
COUNTY OF NATRONA } SS
I, Donald L. Schaefer, do hereby certify that during the month of March & April, 1958, CREST HILL ADDITION NO. 3 TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, in the SE 1/4 & N 1/4 of Section 20, T. 33N., R. 78W. of the 6th P.M., Natrona County, Wyoming, was surveyed by me as shown on this plat. Each lot bears its respective number. Said plat is true and correct and I accurately surveyed the boundaries of blocks, lots, streets, avenues, and alleys; all are well and accurately shown and marked. Dimensions shown are in feet and decimals thereof. I further certify that this is an amended plat with corrections as shown hereon on Lots 83, 133, 85, 95, 96, 104, 105, 136, 137, 138, 144, 145, 146, 147, 148, 149, 151 & 154, as resurveyed by me during the month of DEC 1957.

Donald L. Schaefer
Donald L. Schaefer
Surveyor

Subscribed in my presence and seems to believe me on the 6th day of ECB 1958

Henry Public
Notary Public

My Commission expires on the 15th day of March 1959

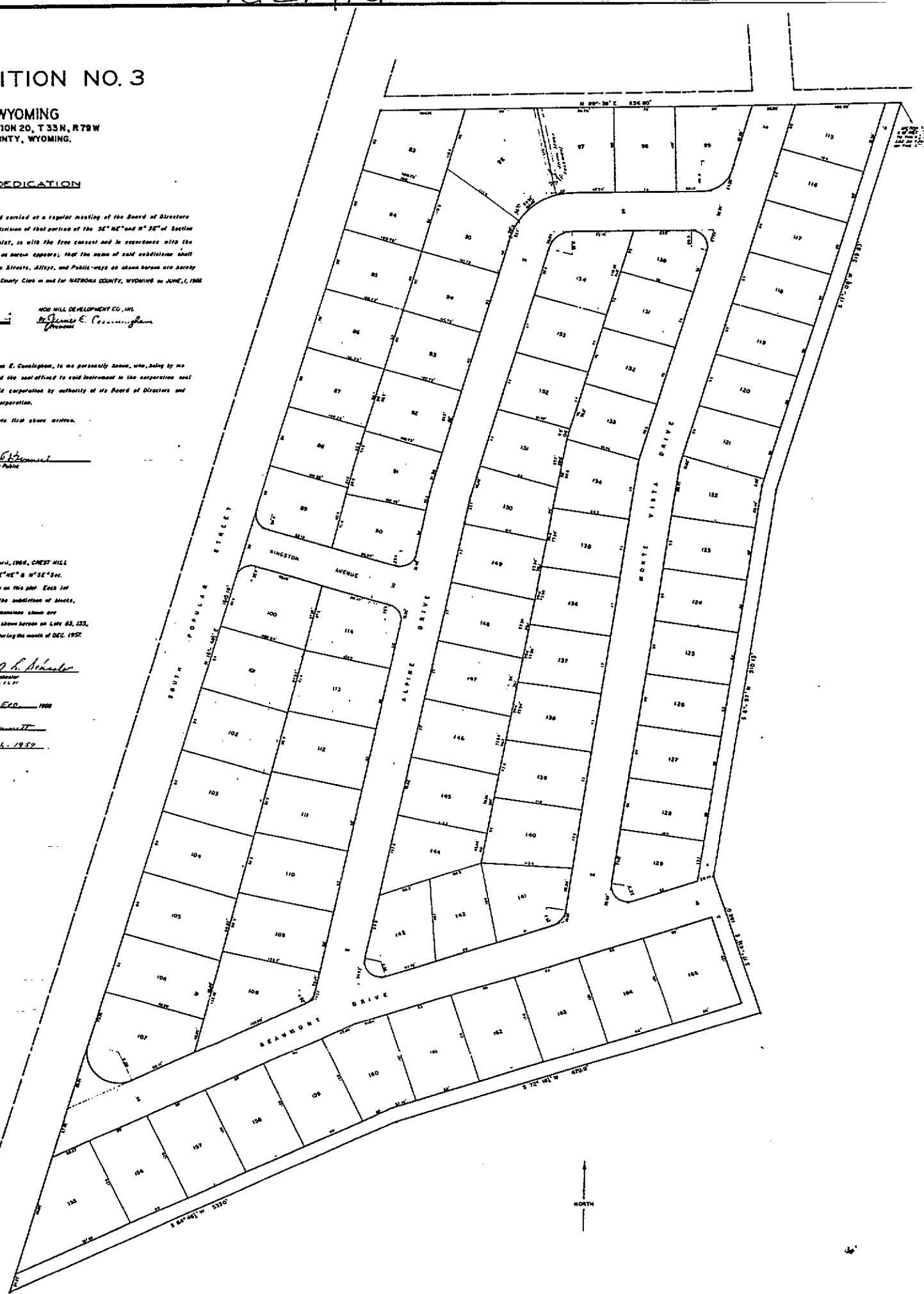
APPROVED:
City Council of the City of Casper, Wyoming by
Ordinance No. 1837 duly passed on the
3rd day of FEBRUARY 1958
Mayor
President of Council

Attest:
City Clerk
Date Feb 17 1958

APPROVED:
Board of County Commissioners of Natrona
County, Wyoming by Resolution duly passed on the
day of _____ 1958
Chairman of the Board

Attest:
County Clerk
Date _____

INSPECTED AND APPROVED: County Surveyor
Date _____



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).

THE STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 6th day of December, 1955, before me personally 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.

Charlene Yunker, Notary Public

My Commission Expires: February 16, 1959

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).

BUILDING RESTRICTIONS-CREST HILL ADDITION NO. 3
TO THE CITY OF CASPER, NATRONA COUNTY
WYOMING

The undersigned certify that they are the owners of Lots 83 through 165, both inclusive, in Crest Hill Addition No. 3 to the City of Casper, Natrona County, Wyoming, and that they desire to establish in said addition exclusive residential districts 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 home owner.

NOW, THEREFORE, in consideration of the premises, the undersigned do hereby impose upon all of the said Crest Hill Addition No. 3 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. In the case of a full lot or tract and a portion of an adjoining lot or tract, or of portions of two adjoining lots or tracts, no structure shall be erected, altered, placed or permitted to remain thereon unless the front footings obtained by combining a lot and a portion of an adjoining lot or portions of adjoining lots shall be not less than eighty (80) feet.

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 of such building shall be submitted to a committee composed of J. E. Cunningham, Paul J. Cole 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, 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 May 1, 1995. 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.

3. No building shall be located on any residential plot nearer than twenty-five (25) feet to the front lot line, nor nearer than twelve and a half (12 1/2) 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 lines. 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 115 through 126 inclusive, in said addition, exclusive of one story open porches and garages, shall be not less than 1000 square feet.

The ground floor area of the main structure of any building erected upon Lots 129 through 139 inclusive, in said addition, exclusive of one story open porches and garages, shall be not less than 1100 square feet.

The ground floor area of the main structure of any building erected upon Lots 83 through 114 inclusive, in said addition, exclusive of one story open porches and garages, shall not be less than 1200 square feet.

The ground floor area of the main structure of any building erected upon Lot 129 and Lots 140 through 165 inclusive, in said addition, exclusive of one story open porches and garages, shall be not less than 1200 square feet.

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 for the use and benefit of all lots and tracts in said addition are reserved as shown on the recorded plat of said addition and over the rear five feet of each lot and tract therein.

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 builder 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 January, 1976, at which time said covenants shall be automatically extended for successive periods of twenty (20) 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.

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

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

(CORPORATE SEAL AFFIXED)

MOB HILL DEVELOPMENT CO., INC.,
a Wyoming corporation
By JAMES E. CUNNINGHAM
President

ATTEST:
PAUL COTE
Secretary

STATE OF WYOMING
COUNTY OF WATSONIA

On this 6th day of June, 1956, before me personally appeared James E. Cunningham, who, being first duly sworn, upon oath, did say that he is the president of Mob 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 its 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 notarial seal the day and year in this certificate first above written.

(NOTARIAL SEAL AFFIXED)

R. M. DELANEY
Notary Public

My commission expires: 5/10/58

CERTIFICATE
State of Wyoming }
County of Watsonia } ss.
I hereby certify that the foregoing is a full and correct copy of the original instrument recorded in my office on this 6th day of June, 1956, as filed on record on this 6th day of June, 1956.
In testimony whereof I have hereunto set my hand and office seal this 6th day of June, 1956.

R. M. Delaney
Notary Public
My Term of Office expires June 1, 1958



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).



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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 Sept. 6, 1956, at 2:40 o'clock P.M.
In Book 33 Misc., page 19
No. 791919
CARL THOMASON
COUNTY CLERK

A D D E N D U M

THIS ADDENDUM shall form a part of and shall be included in those certain building restrictions of Great Hill Addition No. 3 to the City of Casper, Natrona County, Wyoming, recorded in Book 32 of Miscellaneous at page 396 of the County Records of Natrona County, Wyoming on June 6, 1956, and this Addendum shall hereafter be construed and considered to be a part of said building restrictions and have the same force and effect as if said Addendum had formed a part of said restrictions at the time said restrictions were originally executed and filed of record.

1. In event a house is turned on a corner lot to face the side street, the setback line at the front of the lot shall be 25 feet and the setback line on the side street shall be 25 feet.
2. Yard fences may extend only from the rear of any lot to the rear of the house thereon, and there shall be no front yard fencing. Where a house is turned on a corner lot there shall be no fencing on either the street side or front of said house beyond the side or front of the building.
3. All construction shall be new and no building shall be moved from outside this subdivision and placed on any lot therein.
4. In paragraph 1 of said building restrictions recorded June 6, 1956 in Book 32 of Miscellaneous at Page 396, the wording "or one semi-detached" should be deleted.

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

(CORPORATE SEAL AFFIXED)

MOB HILL DEVELOPMENT CO., INC.
a Wyoming corporation
By: JAMES E. CUNNINGHAM
President

ATTEST:
PAUL COYE
Secretary

STATE OF WYOMING }
COUNTY OF NATRONA }

On this 6th day of September, 1956, before me personally appeared James E. Cunningham, who, being first duly sworn, upon oath, did say that he is the president of Mob 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 its board of directors, and the said James E. Cunningham acknowledged said instrument to be the free act and deed of said corporation.

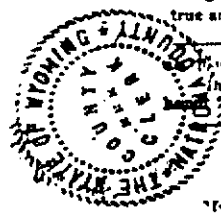
Given under my hand and notarial seal the day and year in this certificate first above written.

(NOTARIAL SEAL AFFIXED)

PAUL J. COYE
Notary Public
CERTIFICATE

My commission expires:
Oct. 14, 1958

State of Wyoming }
County of Natrona } ss.
I hereby certify that the foregoing is a full
true and correct copy of an Addendum



Filed on record September 6, 1956
In testimony whereof I have hereunto set my
hand and Official Seal this 15th day of
January 1962

Carl K. Thomas
County Clerk
My Term of Office expires Jan. 7, 1963