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

The undersigned certify that they are the owners of Lots 5 through 79, both inclusive, and Tract No. 2 in Crest Hill Addition 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 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 footage attained by combining a lot and a portion of an adjoining lot or portions of adjoining lots shall not be 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. 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 the 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
May 1, 1965. 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 re-
cord owners of the lots in this addition appointing a representa-
tive 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 (12½') feet to any side street line. 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 five (5') feet greater than the
setback of the adjoining house and the setback line or the side
street shall be twenty-five (25') feet. 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 37 through 43, inclusive, and Lots 25, 26, 29,
31, 32, 33, 34 and 36 in said addition, exclusive of one story open
porches and garages, shall be not less than 1400 square feet.

The ground floor area of the main structure of any building erected
upon Lots 27; 14 through 24, inclusive; 44 through 49, inclusive; 50
through 57, inclusive; 63 through 70, inclusive in said addition,
exclusive of one story open porches and garages, shall be not less
than 1,000 square feet.

The ground floor area of the main structure of any building erected
upon Lot 61, in said addition, exclusive of one story open porches
and garages, shall be not less than 1150 square feet.

The ground floor area of the main structure of any building erected
upon Lot 30 in said addition, exclusive of one story open porches and garages, shall be not less than 1,100 square feet.

The ground floor area of the main structure of any building erected upon Lot 30 and Lots 5 through 13, inclusive, in said addition, exclusive of one story open porches and garages, shall be not less than 1,200 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. The 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 violations 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 July, 1975, 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 20 day of July, 1955.

ATTEST:

CREST HILL DEVELOPMENT CO., INC.

Secretary

By

President

STATE OF WYOMING

COUNTY OF NATHCNA

On this 20 day of July, 1955, before me personally appeared PAUL J. GOTE, who, being first duly sworn, upon oath, did say that he is the president of Crest 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 Paul J. Gote 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.

We, Howell C. McDaniel, Jr., and June Ann McDaniel, husband and wife, and
Conrad H. Levin, Jr., and Patricia Irene Levin, husband and wife, owners
of Lots 57 and 59 respectively in Crest Hill Addition to the City of Casper,
Natrona County, Wyoming, on this 19th day of July, 1955, do by our sig-
natures hereto, consent to the filing of the above and foregoing building
restrictions for Crest Hill, and specifically request that said restric-
tions be filed and to be bound thereby.

Howell C. McDaniel
June Ann McDaniel
Conrad H. Levin, Jr.
Patricia Irene Levin

STATE OF WYOMING
COUNTY OF NATRONA

On this 19th day of July 1955, before me personally appeared Howell
C. McDaniel, Jr., and June Ann McDaniel, husband and wife, and Conrad
H. Levin, Jr., and Patricia Irene Levin, husband and wife, to me known
to be the persons described in and who executed the foregoing instrumen-
t, and acknowledged that they executed the same as their free act and deed.

[Signature]

[Commission expires]

Oct. 4, 1958
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 S\(\frac{1}{4}\)NE\(\frac{1}{4}\) and N\(\frac{1}{4}\)SE\(\frac{1}{4}\) 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°48\(\frac{1}{2}\)' West, a distance of 1744 feet; thence North 64°46\(\frac{1}{2}\)' East, a distance of 533 feet to a point; thence North 72°16\(\frac{1}{2}\)' East, a distance of 470 feet to a point; thence North 17°43\(\frac{1}{2}\)' 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
THE STATE OF WYOMING  
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
COVENANTS RESTRICTING AND GOVERNING
LAND USE AND DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned VALLEY VISTA, INC., a Wyoming corporation, is the owner of all that certain real property situate in Natrona County, State of Wyoming, known and described as, and embraced within,

SUBDIVISION OF TRACT NO. 1,
CREST HILL ADDITION
TO THE CITY OF CASPER,
NATRONA COUNTY, STATE
OF WYOMING,

as shown on the plat and dedication thereof duly recorded on December 13, 1968, in the office of the County Clerk and Ex-Officio Recorder of Deeds in and for Natrona County, State of Wyoming, in Book 223 of Deeds at page 122, including Lots 166 to 203, both inclusive, which are intended to be affected or covered by the covenants hereinafter set forth, and

WHEREAS, in order to insure the use and development of said property for exclusive residential purposes only, to prevent the impairment of the attractiveness of said property for such purposes, and to maintain property values therein, the said VALLEY VISTA, INC. desires hereby to make and impose upon said real property the restrictions and limitations hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises, the undersigned VALLEY VISTA, INC., a Wyoming corporation, does hereby and by these presents make, publish, declare, and impose upon all of the real property situate and included within the aforementioned Subdivision of Tract No. 1, Crest Hill Addition to the City of Casper, Natrona County, State of Wyoming (hereinafter referred to as the "Addition"), the following restrictions and limitations governing the use and development of all Lots within said Addition, and does hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land in said Addition and shall be binding upon the undersigned and all persons claiming under it, and shall be for the benefit of, as well as limiting and restricting, all future owners of Lots within said Addition.

1. All Lots in said Addition shall be used exclusively for residential purposes; no building or structure shall be erected, placed, or be permitted to remain on any Lot therein other than one, private, single-family dwelling, specifically designed for the use and occupancy of one family, together with an attached or detached garage.
2. No dwelling, including appurtenant garage, costing less than Thirty-Five Thousand Dollars ($35,000.00), exclusive of the cost of ground or landscaping improvements, shall be erected or permitted on any Lot in said Addition; the plans and specifications for all dwellings and appurtenant garages to be erected and placed in said Addition, and the location thereof on the Lot, shall be approved by the Architectural Control Committee, for which provision is made in paragraph 10 hereof, before the construction or placement thereof shall commence.

3. No business, commercial or manufacturing enterprise, or any enterprise of any kind or nature, whether or not conducted for profit, shall be operated, maintained, or conducted on any Lot in said Addition or in any dwelling or garage erected or placed therein, nor shall any dwelling therein, or any part thereof, be used as a boarding or rooming house, nor shall any mining or quarrying operations or operations for the drilling of any oil or gas well be conducted or permitted in said Addition, nor shall any signs, billboards or advertising devices, except suitable signs used to facilitate the sale thereof, be erected, placed or be permitted to remain on any Lot within said Addition.

4. No trailer, basement, garage, or other structure of a temporary nature, shall be used as a place of residence or habitation either temporarily or permanently, and, except as the same may be customarily employed by contractors for and during the construction of improvements thereon, no house trailer, tent, shack or other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any Lot in said Addition.

5. With the exception of Lots 166, 173, 174, 175, 176, 177, 178, 179 and 189, all electric power, telephone and community television drop-off service lines, as well as all other utility services, located inside the boundaries of each Lot in said Addition, shall be buried underground, and shall be brought underground into each dwelling or garage thereon situate. As to all Lots in said Addition, no exposed television, radio or other communication antennae shall be erected, placed or be permitted to remain on the exterior of any dwelling or garage or on any Lot in said Addition.

6. All dwellings in said Addition shall be equipped with mechanical kitchen waste disposal units; all organic kitchen waste and garbage shall be disposed of through such kitchen disposal units and shall not be placed for removal in the exterior garbage containers hereinafter mentioned; all inorganic, combustible and noncombustible household waste and garbage, other than organic kitchen waste, shall be disposed of in exterior garbage containers which shall be placed on the premises so as to be concealed from public view; and no trash, brush piles, rubbish, junk, inoperative vehicles, trucks, house trailers or other trailers, and other unsightly items of property or waste shall be collected, placed or be permitted to remain on or in front of or in back of any Lot in said Addition.

7. The construction of dwellings in said Addition shall be completed not later than one year from and after the date upon which such construction was commenced; all Lots in said Addition shall be landscaped and planted with grass and trees or shrubbery of appropriate character and type within one year from and after construction of improvements on any such Lot has commenced.

8. Portable rotary clothes drying lines may be erected or installed in the back-yards of the Lots in said Addition, if desired by the owner thereof; single or parallel clothes lines shall not be erected, placed or be permitted to remain in any Lots in said Addition.
9. Fences or walls for the purpose of dividing or enclosing Lots forward of the front elevation of any dwelling thereon shall not be erected, placed or be permitted to remain on any Lot in said Addition; no wall or fence shall be erected, placed or be permitted to remain on any other part of any Lot in said Addition without the express consent and approval of the Architectural Control Committee, hereinafter provided for, as to the location and height of any such fence or wall and the type and design of the construction thereof; all walls and fences in said Addition shall be maintained in a slight condition by the owner or owners thereof.

10. No dwelling, garage, wall or fence shall be erected or placed on any Lot in said Addition, nor shall any dwelling, garage, wall or fence, erected or placed thereon be enlarged, remodeled or altered in size or exterior design, until the building plans, design and specifications therefor and a plot plan showing the location thereof on such Lot shall have been submitted to, and approved in writing as to the standards of construction, design and appearance, and as to the location thereof with respect to topography and finished ground elevation, by an Architectural Control Committee consisting of James E. Cunningham of Casper, Wyoming, or a person selected and designated by him, or by his executor or administrator, if he be deceased, and two other members to be selected, designated, and replaced at the pleasure of Valley Vista, Inc.; in the event the Committee neither approves nor disapproves such plans within thirty days from the date of submission thereof, its approval shall not be required, and this provision shall be deemed to have been complied with.

11. The covenants herein contained shall be and remain in full force and effect for a period of twenty years from and after the date hereof, and shall remain in force and effect thereafter for successive ten year periods unless by agreement by the majority of the then owners of Lots in said Addition, the terms and provisions hereof are changed, modified or abrogated in whole or in part at the end of the first twenty year period or at the end of any succeeding ten year period.

12. In the event of the violation or the attempt to violate any of the covenants herein contained, it shall be lawful for the undersigned Valley Vista, Inc., or any person owning any lot in said Addition, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same and therein to recover damages for such violation or attempt or, at its or their option, to obtain injunctive relief, either mandatory or prohibitory, to prevent such violation or to re-establish prior existing and unobjectionable conditions.

13. In the event any one or more of the covenants herein contained is rendered invalid or unenforceable by judgment or decree of any Court of competent jurisdiction, the other covenants herein contained shall, nonetheless, remain in full force and effect for and during the full term hereof.

14. The covenants herein contained shall be binding upon the undersigned Valley Vista, Inc., and upon all its successors and assigns as to any and all of the land in said Addition contained, and are imposed upon said Addition as an obligation and charge against all the lands, and lots therein situate, for the benefit of the undersigned Valley Vista, Inc., its successors and assigns, and as a general plan for the benefit of said Addition and those persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part thereof.

IN WITNESS WHEREOF Valley Vista, Inc., a Wyoming corporation, has executed this instrument at Casper, Wyoming, on the 3rd day of March, 1969.
VALLEY VISTA, INC.

Marian D. Cunningham, Secretary

By: James E. Cunningham, President

STATE OF WYOMING  )
 ) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by JAMES E. CUNNINGHAM, President of VALLEY VISTA, INC., this 3rd day of March, 1969. Witness my hand and official seal.

Mabel R. Vinich, Notary Public

My Commission Expires July 11, 1972