

154/450

PLAT OF
CREST HILL ADDITION
TO THE
CITY OF CASPER, WYOMING
A PART OF THE E²NE⁴, SECTION 20, T.33 N., R.79 W., OF 6th P.M.
NATRONA COUNTY, WYOMING.

SCALE - 1" = 40'

CERTIFICATE OF DEDICATION

I, Harry Yessens, a single man, do hereby certify:
That the foregoing subdivision of that certain portion of the E²NE⁴ of Section 20, Township 33 North, Range 79 West of the 6th Principal Meridian, as shown on this plat, is with the free consent and in accordance with the desire of me, the undersigned owner and proprietor of said lands, that the same shall be known as the "CREST HILL ADDITION 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
COUNTY OF NATRONA

On this 21st day of July, 1935, before me appeared Harry Yessens, a single man, he and I being the parties described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. Thus under my hand and notarial seal the day and year in this certificate first above written.



CERTIFICATE OF SURVEYORS

STATE OF WYOMING
COUNTY OF NATRONA

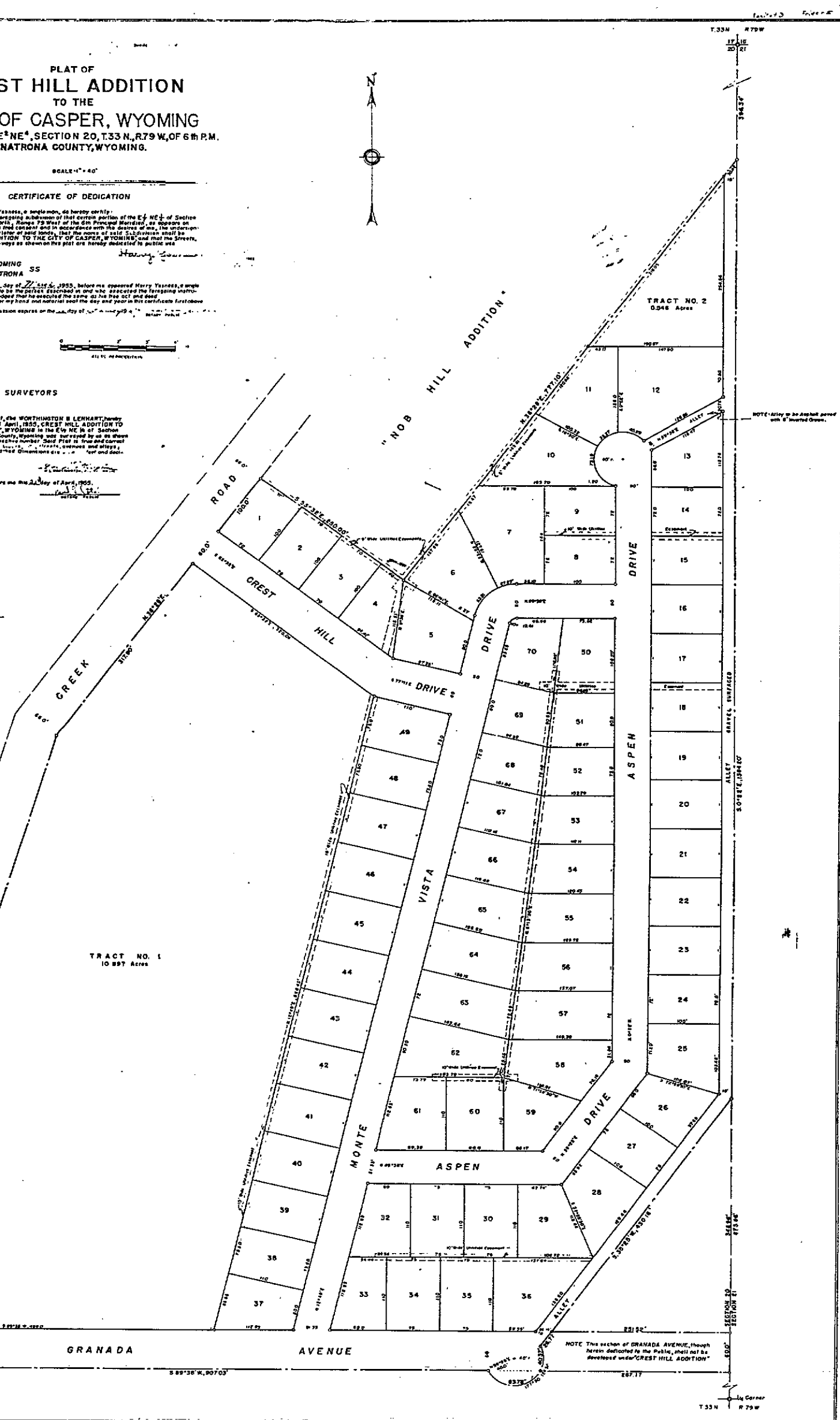
We, H. L. Worthington and E. C. Lenhart, the WORTHINGTON & LENHART, hereby certify that during the months of March and April, 1935, CREST HILL ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING in the E²NE⁴ of Section 20, T.33 N., R.79 W. of the 6th P.M. Natrona County, Wyoming was surveyed by us as shown on this Plat. Each Tract and Lot bears the respective number. Said Plat is true and correct and we accurately surveyed the subdivision of lots, streets, avenues and alleys, all are well and accurately staked off and marked. Dimensions are as shown and shown on this Plat.

Submitted in my presence and before me on the 21st day of July, 1935.
My Commission expires August 1st, 1936.

APPROVED -
City Council of the City of Casper, Wyoming by
Ordinance No. 12022, duly passed, adopted and approved
on the 21st day of September, 1935.
Attest: *[Signature]*
Date: 9-21-1935

APPROVED -
Board of County Commissioners of Natrona
County, Wyoming by Resolution duly passed on the 27th
day of October, 1935.
Attest: *[Signature]*
Date: 10-27-1935

INSPECTED and APPROVED -
County Surveyor



NOTE: This section of GRANADA AVENUE, though herein dedicated to the Public, shall not be dedicated under "CREST HILL ADDITION"

579

July 20, 1955

31

W.L.O.

NY
33'6"

**BUILDING RESTRICTIONS -- CREST HILL ADDITION
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 5 through 70, 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 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. 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 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 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 (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, 28, 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

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upon Lot 30 in said addition, exclusive of one story open porches and garages, shall be not less than 1300 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 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.

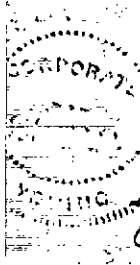
12. The enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or recover damages. Invalidation of any one of these covenants by judgment or other order shall in no wise affect any of the other 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 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.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 20 day of July, 1955.

ATTEST:

James Cunningham
Secretary

CREST HILL DEVELOPMENT CO., INC.
a Wyoming corporation
By Paul J. Cote
President

STATE OF WYOMING)
COUNTY OF NATRONA) ss

On this 20 day of July, 1955, before me personally appeared Paul J. Cote, 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. Cote 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.

Lawrence M. List
Notary Public

My commission expires: June 23, 1957

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



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We, Howell S. McDaniel, Jr., and June Ann McDaniel, husband and wife, and Conrad H. Lavin, Jr., and Patricia Irene Lavin, husband and wife, owners of Lots 45 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 signatures hereto, consent to the filing of the above and foregoing building restrictions for Crest Hill, and specifically request that said restrictions be filed and to be bound thereby.

Howell S. McDaniel, Jr.
June Ann McDaniel
Conrad H. Lavin, Jr.
Patricia Irene Lavin

STATE OF WYOMING)
COUNTY OF NATRONA) ss

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

Paul J. [Signature]
NOTARY PUBLIC

commission expires: Oct. 14, 1958

Recorded March 3, 1969 at 4:15 o'clock P.M.
In Book 52 of Misc. Page 528
No. 81766

Lou K. Musser
County Clerk

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.

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).

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, housetrailer or other trailers, and other unsightly items of property or waste shall be collected, placed or be permitted to remain on or in front 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.

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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 slightly 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 prohibitive, 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.

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 9604(c).

