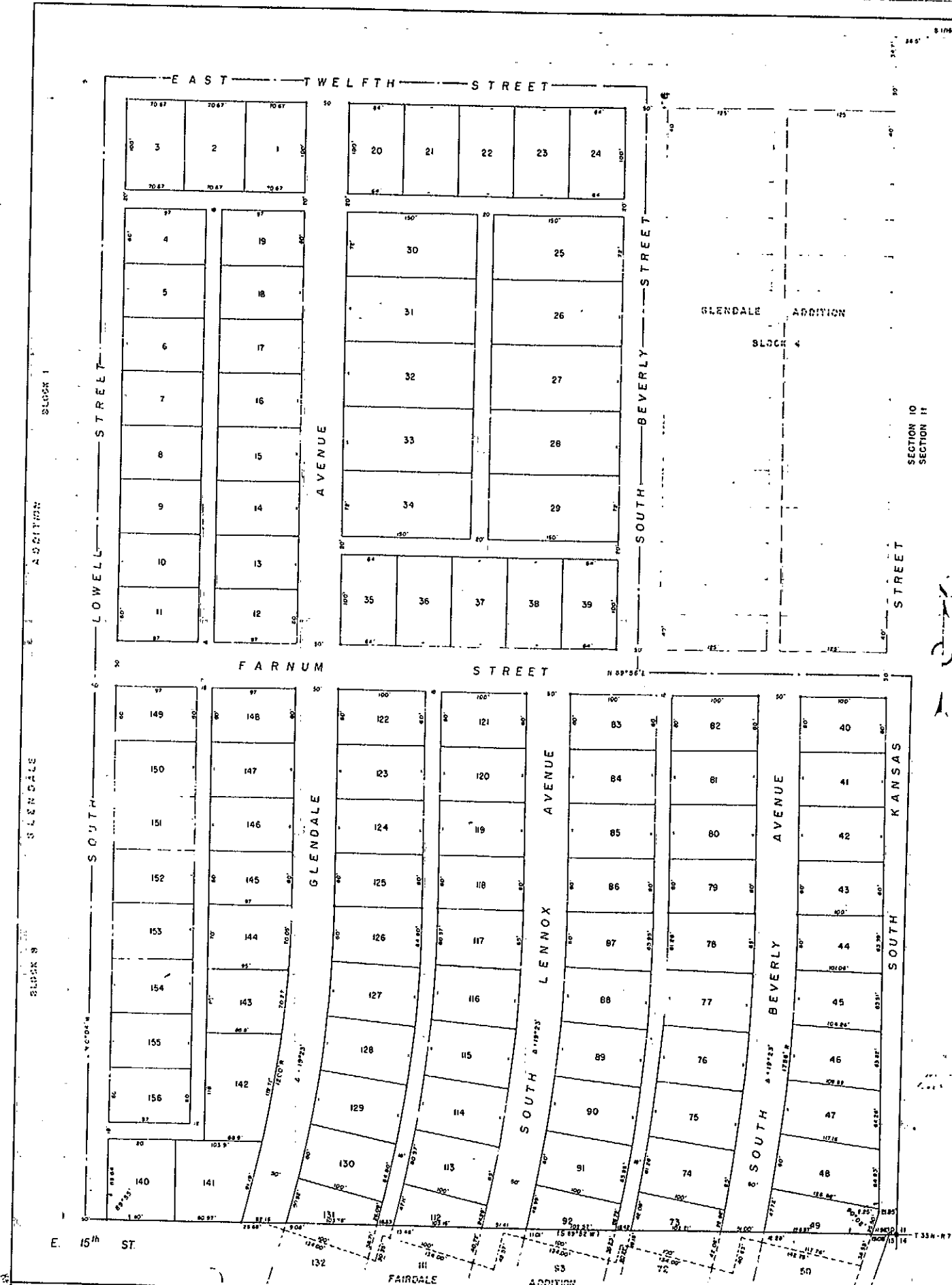


142/375

825



CERTIFICATE OF DEDICATION

PARK LAND CO., a Wyoming corporation, and W. D. MYRES and LEATHA MYRES, husband and wife, and A. DONALD A. SIMPSON, a single person, certify that the foregoing subdivision of the SE 4 of Section 10, T. 33 N. R. 79 W. of the 6th P.M., Natrona County, Wyoming, as shown on this plat, is with the true consent and approval of the undersigned owners and proprietors of said lands, and the name of said subdivision shall be FAIRDALE ADDITION No. 2 TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING and that the streets, avenues and public ways shown on this plat are hereby dedicated to the public use.

The undersigned owners and proprietors of said lands hereby, each and several and jointly, do hereby give and grant to the public, to be held and by virtue of the recorded exemption law of the State of Wyoming.

Dated at Casper, Wyoming, this 27th day of February, 1956

PARK LAND CO., a Wyoming corporation
 W. D. Myres
 Leatha Myres
 Donald A. Simpson

STATE OF WYOMING
 COUNTY OF NATRONA

On this 27th day of February, 1956, before me personally appeared W. D. Myres and Leatha Myres, husband and wife, and Donald A. Simpson, all of whom are known to me and are known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, and that the same were intended to be the true act and deed of said corporation.

My Commission expires Feb. 2, 1957

STATE OF WYOMING
 COUNTY OF NATRONA

On this 27th day of February, 1956, before me personally appeared W. D. Myres and Leatha Myres, husband and wife, and Donald A. Simpson, all of whom are known to me and are known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, and that the same were intended to be the true act and deed of said corporation.

My Commission expires Feb. 2, 1957

STATE OF WYOMING
 COUNTY OF NATRONA

On this 27th day of February, 1956, before me personally appeared Donald A. Simpson, to me known to be the person who executed the foregoing instrument in behalf of Donald A. Simpson and he acknowledged that he executed the same as his free act and deed of the said Donald A. Simpson.

My Commission expires Feb. 2, 1957

CERTIFICATE OF SURVEYORS

STATE OF WYOMING
 COUNTY OF NATRONA

We, M. L. WORTHINGTON and E. C. LAMONT, aka WORTHINGTON, D. EINHORN, hereby certify that between the months of March and July, 1954, FAIRDALE ADDITION No. 2 TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, in the NE 4 of Section 10, T. 33 N. R. 79 W. of the 6th P.M., Natrona County, Wyoming, was surveyed by us as shown on this plat. The lot numbers, respective numbers, said plat is a true and correct and we accurately surveyed the subdivision, lots, streets, avenues, alleys and public ways, and are well and accurately staked and marked. Dimensions are in feet and decimal thereof.

Subscribed in my presence and shown to me by this 27th day of February, 1956

My Commission expires February 1, 1957

APPROVED
 City Council of the City of Casper, Wyoming by
 Ordinance No. 226 of July passed, adopted and
 approved on the 27th day of February, 1956

APPROVED
 Board of County Commissioners of Natrona County,
 Wyoming by Resolution duly passed on the
 day of February, 1956

Tommy Nicholas
 City Clerk

W. C. Bannan
 President of Council

Approved and Accepted
 Robert M. Smith
 County Engineer

PLAT OF
FAIRDALE ADDITION NO. 2
TO THE CITY OF CASPER
 A SUBDIVISION OF PORTIONS OF
 SE 4 SE 4 of SECTION 10
 T. 33 N. - R. 79 W., 6th P.M.
 NATRONA COUNTY, WYOMING

SCALE: 1" = 40'

Recorded June 29, 1962 at 4:45 O'Clock P.M.
In Book 41 of Misc. Page 135
No. 981508

Lou K. Musser
County Clerk

PROTECTIVE COVENANTS

PART A. PREAMBLE

These protective covenants, dated the 15 day of June, 1962, by HOMESTEAD LAND COMPANY, a Wyoming corporation, covering the real property described as

Lots 1 to 11 inclusive, 13 to 19 inclusive, 40 to 49 inclusive
122 to 131 inclusive and 140 to 156 inclusive, in Fairdale
Addition No. 2, and Lots G, H, J, K, L, M, N, P, in
Fairdale Addition No. 3 to the City of Casper, Natrona
County, Wyoming.

PART B. AREA OF APPLICATION

B.-1 Fully-Protected Residential Area

The residential area covenants in Part C in their entirety shall apply to

Lots 4 to 11 inclusive
" 40 to 49 "
" 122 to 131 "
" 140 to 156 "

B.-2 Partially-Protected Adjoining Residential Area

The residential area covenants numbered C-1.a and C-3.a in Part C shall apply to

Lots 1 to 3 inclusive
" 13 to 19 " , Fairdale Addition No. 2
" G, H, J, K, L, M, N, P, Fairdale Addition No. 3

B.-3 Park Area

None

B.-4 Civic Area

None

B.-5 Business Area

None

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).

PART C. RESIDENTIAL AREA COVENANTS

C-1. Land Use and Building Type

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

C-1.a Multiple Unit

Building type in this area may be single or multiple unit attached duplex, triplex or fourplex but not to exceed a four-family structure of 35 feet in height (if two-story) and garage or garages for not more than four cars.

C-2 Architectural Control

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence, hedge or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. There shall be no front yard fencing, hedges or walls.

C-3 Dwelling Cost, Quality and Size

No dwelling shall be permitted on any lot at a cost of less than \$8,500.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 720 square feet for a one-story dwelling, nor less than 720 square feet for a dwelling of more than one story.

C-3.a Floor Area per Multiple Unit

The floor area per unit of multiple unit dwellings or apartments shall not be less than 600 square feet.

The front setback for any multiple unit dwelling shall be a minimum of 20 feet.

C-4. Building Location

No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than five feet to an interior lot 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 building setback line. No building shall be located on any interior lot nearer than 25 feet to the rear lot line. In event a house is turned on a corner lot to face the side street, the setback shall not be less than 25 feet from each street. For the purposes of this covenant, 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 lot to encroach upon another lot.

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C-5. Lot Area and Width

No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 5,800 square feet.

C-6. Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot; also sewer line easement over the south five feet of Lot 142.

C-7. Nuisances

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

C-8. Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. All construction shall be new excepting used brick, and no building or buildings may be moved from another location to any site within this subdivision.

C-9. Signs

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five 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.

C-10. Oil and Mining Operations

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

C-11. Livestock and Poultry

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.

C-12. Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

PART D. PARK AREA COVENANTS

None

PART E. CIVIC AREA COVENANTS

None

PART F. BUSINESS AREA COVENANTS

None

PART G. ARCHITECTURAL CONTROL COMMITTEE

G-1. Membership

The architectural control committee is composed of

W.G. Specht	1209 South Beverly Casper, Wyoming
Robert A. Galley	1209 South Beverly Casper, Wyoming
Donald E. Chapin	514 First National Bank Building Casper, Wyoming

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

G-2. Procedure

The committee's approval or disapproval as required in these covenants shall be in writing. The committee or its designated representative shall, within thirty days or as soon thereafter as is practicable, approve or disapprove any plans and specifications submitted to it or him in writing. The failure of such representative to approve or disapprove any proposed building plan shall not in any way relieve the owners or the builder from their legal responsibility to comply with the covenants, conditions and restrictions contained herein.

PART H. GENERAL PROVISIONS

H-1. Term

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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H-2. Enforcement

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 to recover damages.

H-3. Severability

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

HOMESTEAD LAND COMPANY

By: W. G. Specht, President

Attest:

Robert A. Galley, Secretary

PARK LAND CO.

By: Chas. S. Chapin, President

Attest:

Robert A. Galley, Secretary

J. D. Myres

Leatha L. Myres

STATE OF WYOMING)
)ss
COUNTY OF NATRONA)

On this 15 day of June, 1962, before me personally appeared W.G. Specht, to me personally known, who, being by me duly sworn, did say that he is the president of Homestead Land Company, a Wyoming corporation, and that the seal affixed to said 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 said W.G. Specht acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 15 day of June, 1962.

Donald E. Chapin, Notary Public

My commission expires:

5-28-66

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STATE OF WYOMING)
)ss
COUNTY OF NATRONA)

On this 15 day of June, 1962, before me personally appeared Chas. S. Chapin, to me personally known, who, being by me duly sworn, did say that he is the president of Park Land Co., a Wyoming corporation, and that the seal affixed to said 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 said Chas. S. Chapin acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 15 day of June, 1962.

Donald E. Chapin, Notary Public

My commission expires:

5-28-66

STATE OF WYOMING)
)ss
COUNTY OF NATRONA)

On this 21st day of June, 1962 before me personally appeared J.D. Myres and Leatha A. Myres, 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.

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

Robert A. Galley, Notary Public

My commission expires:

2-19-64

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120 N. Center Street • Casper, WY 82601 • (307) 237-8486



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