PROTECTIVE COVENANTS FOR FAIRDALE ADDITION TO
THE CITY OF CASPER, NATRONA COUNTY, WYOMING

The undersigned are the owners of the following described lots in Fairdale
Addition to the City of Casper, Natrona County, Wyoming, to-wit:

Lots 50 through 72, 93 through 111, 132 through 139,
157 through 517, making a total of 411 lots,

and desire to establish in said addition an exclusive residential district wherein the
construction and use of dwelling houses shall conform to certain minimum requirements,
and each home owner in said addition, in consideration of his compliance with such
requirements, shall be protected against violation thereof by any other home owner
in said addition;

NOW, THEREFORE, in consideration of the premises, the undersigned do hereby
impose upon the above described lots in Fairdale Addition to the City of Casper,
Natrona County, Wyoming, the following protective covenants and restrictions, to-wit:

(a) No structure shall be erected, altered, placed or permitted to remain on any
residential building plot, other than one detached single-family dwelling, not to exceed
one and one-half stories in height and a private garage for not more than three cars.

(b) No building shall be erected, placed or altered on any building site in said
addition until the building plans, specifications and plot plan showing the location of
such building have been approved in writing as to conformity and harmony of external
design with existing structures in the addition, and as to location of the building with
respect to topography and finished ground elevation, by a committee composed of
William E. Pratt, Oscar J. Whitlock and Thad Walker, or by a representative designated
by a majority of said committee. In the event of the death, resignation, absence, or
other inability of any member of said committee to serve, the remaining member or
members of said committee shall have full authority to approve or disapprove any such
design and location, or to designate a representative who shall have such authority.
In the event such committee, or its designated representative, fails to approve or
disapprove such design and location within 30 days after said plans and specifications
have been submitted to it, or, in any event, if no suit to enjoin the erection of such
building or the making of such alterations has been commenced prior to the completion
thereof, such approval will not be required and this covenant will be deemed to have
been fully performed. Neither the members of such committee, nor its designated
representative, shall be entitled to any compensation for services performed pursuant
to this covenant. The powers and duties of such committee, and of its designated
representative, shall cease on and after July 1, 1975. Thereafter, the approval
described in this covenant shall not be required unless, prior to said date and effective
thereon, a written instrument shall be executed by the then record owners of a majority
of the lots in this addition and duly recorded, appointing a representative or representa-
tives, who shall thereafter exercise the same powers previously exercised by said
committee.
(c) No building shall be located on any lot, the front of which is nearer than 25 feet to the front lot line or nearer than 15 feet to any side street line; except that on corner lots, the building may face the side street, but in such case, the set back line of such building on the main street side shall be 5 feet greater than the front set back line of the building on the adjoining lot facing the main street, and the set back line on the side street, toward which the building faces, shall be not less than 25 feet. No building shall be located nearer than 5 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 front building set back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. The front lot line, in all cases, is the main street line adjacent thereto, the rear lot line is the line opposite the front lot line, the interior lot line is the common boundary between two lots, and the foregoing lot line designations are not changed in the event a building upon a corner lot is faced on the side street.

(d) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5,000 square feet or a width of less than 60 feet at the front building setback line.

(e) No business or commercial enterprise shall be carried on or conducted upon any lots within said addition, nor shall anything be done on any of said lots which may be an annoyance or nuisance to the neighborhood.

(f) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot in said 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.

(g) No dwelling costing less than $9,500.00 as of January 11, 1956 shall be permitted on any lot in the addition. The ground floor area of the main structure on any lot shall not be less than 850 square feet in the case of a one story structure, exclusive of garage, nor less than 850 square feet in the case of a one and one-half story structure, exclusive of garage.

(h) Easement, as shown on recorded plat, to Northern Utilities Company for installation, maintenance, repair and removal of natural gas line, the center line of which is the common boundary line between Lots 407 and 408 in said addition, which easement is 5 feet in width extending 2½ feet each side of said center line; and an easement, as shown on recorded plat, to Mountain States Telephone and Telegraph Company, Pacific Power & Light Company and Community Television Systems of Wyoming, Inc. on Lots 400, 401 and 403 for installation, maintenance, repair and removal of poles carrying electric, telephone and television transmission lines and for guy wires and anchors on such other lots in the addition, as are shown upon the recorded plat, with full rights of ingress and egress in said companies necessary for full enjoyment of the easements granted.

(i) Yard fences may extend only from the rear of any lot to the front or side set back line, and there shall be no front yard fencing. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lots within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.
(j) 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.

These covenants are to run with the land and shall be binding on all parties hereto and all persons claiming under them until January 11, 1976, at which time said covenants shall be automatically extended for successive periods of 10 years unless by a vote of a majority of the then owners of the lots in said addition it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said addition to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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.

Dated at Casper, Wyoming the 11th day of January, 1956.

GERTRUDE ARLINE PRATT
WILLIAM E. PRATT
OSCAR J. WHITLOCK
GLENDALE HOMES COMPANY, a Wyoming Corporation

BY T. H. Walker, PRESIDENT

ATTEST:
Dick D. Jackman, Secretary

STATE OF WYOMING )
COUNTY OF NATRONA ) SS

On this 1st day of May, 1956, before me personally appeared WILLIAM E. PRATT and GERTRUDE ARLINE PRATT, 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.

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

William T. Schwartz, Notary Public

My Commission Expires:
May 6, 1957
REvised

PROTECTIVE COVENANTS FOR FAIRDale ADDITION TO
THE CITY OF CASPER, NATRONA COUNTY, WYOMING

The undersigned are the owners of the following described lots in Fairdale Addition to the City of Casper, Natrona County, Wyoming, to-wit:

Lots 50 through 72, 93 through 111, 132 through 139, 157 through 517, making a total of 411 lots,

and desire to establish in said addition an exclusive residential district wherein the construction and use of dwelling houses shall conform to certain minimum requirements, and each home owner in said addition, in consideration of his compliance with such requirements, shall be protected against violation thereof by any other home owner in said addition;

NOW, THEREFORE, in consideration of the premises, the undersigned do hereby impose upon the above described lots in Fairdale Addition to the City of Casper, Natrona County, Wyoming, the following protective covenants and restrictions, to-wit:

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

(b) No building shall be erected, placed or altered on any building site in said addition until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the addition, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of William E. Pratt, Oscar J. Whitlock and Thad Walker, or by a representative designated by a majority of said committee. In the event of the death, resignation, absence, or other inability of any member of said committee to serve, the remaining member or members of said committee shall have full authority to approve or disapprove any such design and location, or to designate a representative who shall have such authority. In the event such committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion hereof, such approval will not be required and this covenant will be deemed to have been fully performed. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.
The powers and duties of such committee, and of its designated representatives, shall cease on and after July 1, 1975. Thereafter, the approval described in that covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this addition and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 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 dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose 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.

(d) No residential structure shall be erected or placed upon any building plot which plot has an area of less than 6,000 square feet or a width of less than 60 feet at the front of the building setback line.

(e) No business or commercial enterprise shall be carried on or conducted upon any lot within said addition, nor shall anything be done on any of said lots which may be an annoyance or nuisance to the neighborhood.

(f) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot in said 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. No building of any type may be moved into this addition.

(g) No dwelling costing less than $9,500 as of January 11, 1956 shall be permitted on any lot in the addition. The ground floor area of the main structure on any lot shall not be less than 850 square feet in the case of a one story structure exclusive of garage, nor less than 850 square feet in the case of a one and a half story structure, exclusive of garage.

(h) Easement, as shown on recorded plat, to Northern Utilities Company for installation, maintenance, repair and removal of natural gas line, the center line of which is the common boundary line between Lots 407 and 406 in said addition, which easement is 5 feet in width extending 2 1/2 feet each side of said center line; and an easement, as shown on recorded plat, to Mountain States Telephone and Telegraph Company, Pacific Power & Light Company and Community Television Systems of Wyoming, Inc. on Lots 400, 401 and 403 for installation, maintenance, repair and removal of poles carrying electric, telephone and television transmission lines and for guy wires and anchors on such other lots in the addition, as are shown upon the recorded plat, with full rights of ingress and egress in said companies necessary for full enjoyment of the easements granted.
(i) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lots within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner form the intersection of the street property lines extended.

(j) 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 be erected, maintained or permitted upon any lot.

These covenants are to run with the land and shall be binding on all parties hereto and all persons claiming under them until January 11, 1976, at which time said covenant shall be automatically extended for successive periods of 10 years unless by a vote of a majority of the then owners of the lots in said addition it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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.

Dated at Casper, Wyoming the 25 day of May, 1956.

Gertrude Arline Pratt
GERTRUDE ARLINE PRATT

William E. Pratt
WILLIAM E. PRATT

Oscar J. Whitlock
OSCAR J. WHITLOCK

GLENADE HOMES COMPANY, A WYOMING Corporation

By T. H. Walker
PRESIDENT

ATTEST:

Dick D. Jackman
SECRETARY

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STATE OF WYOMING  *  SS.
COUNTY OF NATRONA  *

On this 29 day of May, 1956, before me personally appeared WILLIAM E. PRATT and CERTRUDE ARLINE PRATT, 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.

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

William T. Schwartz  
Notary Public

My Commission Expires:  
May 6, 1957

STATE OF WYOMING  *  SS.
COUNTY OF NATRONA  *

On this 29 day of May, 1956, before me personally appeared OSCAR J. WHITLOCK, 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.

William T. Schwartz  
Notary Public

My Commission Expires:  
May 6, 1957

STATE OF WYOMING  *  SS.
COUNTY OF NATRONA  *

On this 29th day of May, 1956, before me personally appeared T. H. WALKER, to me personally known, who, being by me duly sworn, did say that he is the President of Glendale Homes 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 on behalf of said corporation by authority of its Board of Directors and said T. H. WALKER 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:  
Date Illegible, 1959
Glen L. Cook  
Notary Public