HY PARK ADDITION BUILDING RESTRICTIONS

WHEREAS, Harry Yesness, a single man, is the owner of Lots 1, 2, 3, 4, 5, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 and 46, in HY PARK ADDITION to the City of Casper, Natrona County, Wyoming and desires to establish in said addition a residential district wherein the construction and use of dwelling houses shall conform to certain minimum requirements, and each home owner, 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 Harry Yesness, does hereby impose upon the above described lots in said addition the following protective covenants and restrictions, to-wit:

(a) No structure shall be erected, altered, placed or permitted to remain on any residential building lot above described, 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 for not more than three cars.

(b) No building shall be erected, placed or altered on any of the above described lots 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 on any of the above described lots, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Boyd R. Sims, C. R. McDowell and N. H. Currence the duly designated agents of the undersigned. In the event said committee 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 completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. No member of said committee shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee shall cease on and after August 4, 1962. 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 above described lots and duly recorded, appointing a representative or representatives, and who shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be located on any of the above described residential lots nearer than 25-feet to the front lot line or nearer than 5-feet to either side lot line.
(d) No residential structure shall be erected or placed on any building plot containing any part of any of the above described lots, which plot has an area of less than 5,000 square feet or a width of less than 50-feet at the front building set-back line.

(e) 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 above described 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 out-building erected or placed upon any of the above described lots 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 $9,000.00 as of August 4, 1952 shall be erected on any of the above described lots. The ground floor area of the main structure, shall not be less than 900 square feet in the case of a one-story structure, exclusive of garage, nor less than 800 square feet in the case of a one and one-half story structure exclusive of garage.

(h) Yard fences may extend only from the rear of any of the above described lots to the rear of the dwelling thereon, and there shall be no front yard fencing.

The above and foregoing covenants shall run with the above described lots and shall be binding upon the record owners thereof and all persons in possession thereof under said owners until August 4, 1962, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of the above lots it is agreed to change said covenants in whole or part.

If the undersigned or his assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the above described lots or parts thereof to prosecute any proceedings in law or 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 anyone of the above covenants by judgment or Court Order shall in no wise affect any of the other provisions but such shall remain in full force and effect.

Witness my hand this 4th day of August, 1952.

Harry Yesness
THE STATE OF WYOMING

COUNTY OF NATRONA

On this 4 day of August, 1952, 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 hereinabove written.

V. B. Nichols
Notary Public

My Commission Expires:

Mar. 25, 1953
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).

Complaints to:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8496

[Handwritten text on the page]
STATE OF WYOMING
COUNTY OF NATRONA

On this 26th day of April, 1956, before me personally appeared

HANS T. NIELSEN and VOLBERG M. NIELSEN, husband and wife; LEWIS T. WELLS and HELEN H. WELLS, husband and wife; EARLY L. LONG and LUCY I. LONG, husband and wife; VIRGIL DIEHL; HARRY YESNESS; VERNE M. BAKER and JOAN BAKER, husband and wife; HAROLD M. GRAHAM and RUTH M. GRAHAM, husband and wife; JOHN F. HORNBECK and PAULINE R. HORNBECK, husband and wife; PETE C. LAGOS and PEARL F. LAGOS, husband and wife; HARRY J. RISSLER and MRS. JOLINE RISSLER, husband and wife; and ORVILLE VAN PELT, 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, hereby releasing all rights of homestead

Given under my hand and notarial seal the day and year in this

affidavit first above written.

[Signature]
Notary Public

[Signature]
Commission expires

[Signature]
[Signature]
RELEASE AND WAIVER OF HY PARK RESTRICTIVE COVENANTS AS TO LOTS 18, 19 AND 20, IN HY PARK ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING; AND CONSENT TO CHANGE OF SAID THREE LOTS FROM A TO B ZONE.

The undersigned owner of Lot 2, HY Park Addition to the City of Casper, Natrona County, Wyoming, does hereby release Lots 18, 19 and 20 in HY Park Addition from the effect of those certain restrictive covenants imposed thereon by instrument dated August 6, 1952, executed by Harry Yesness, and recorded August 11, 1952, in Book 27 of Miscellaneous at page 190 in the office of the County Clerk of Natrona County, Wyoming; and does waive any right or remedy which she now has or might have in the future to enjoin or obtain damages to her owner of said Lots 18, 19 and 20, his heirs, personal representatives or assigns, against the threatened or actual construction of a four unit apartment house or houses upon said three lots; and do hereby consent that the City may change said three lots from an A to B Zone in order to allow the construction thereon of a four unit apartment house or houses.

The undersigned certifies that she is a co-owner with her husband, Ervile Van Pelt, of the lot in said addition hereinafter set opposite her signature.

This instrument is binding upon the undersigned, her heirs, personal representatives, successors and assigns.

Dated this 5th day of June, 1956.

OWNER
Margaret Van Pelt

LOT NO. 2
RELEASE AND WAIVER OF HY PARK RESTRICTIVE Covenants as to lots 18, 19 and 20, in HY Park Addition, to the City of Casper, Natrona County, Wyoming, and consent to change of said three lots from A to B Zone.

The undersigned owner of Lots 12, 15, 25, 26, 27, 28, 29, 30, 35, 42, 45 and 46, H. Y. Park Addition to the City of Casper, Natrona County, Wyoming, does hereby release Lots 18, 19 and 20 in H. Y. Park Addition from the effect of those certain restrictive covenants imposed thereby by instrument dated August 4, 1952, executed by Harry Yesness, and recorded August 11, 1952 in Book 27 of Miscellaneous at page 190 in the office of the County Clerk of Natrona County, Wyoming and does waive any right or remedy which it now has or might have in the future to enjoin or obtain damages from the owner of said Lots 18, 19 and 20, his heirs, personal representatives or assigns, account the threatened or actual construction of a four-unit apartment house or houses upon said three lots; and does hereby consent that the City of Casper may change said three lots from an A to B Zone in order to allow the construction thereon of a four-unit apartment house or houses.

The undersigned certifies that it is the owner of the lot or lots in said Addition as hereinafore set forth.

This instrument is binding upon the party hereto, its heirs, personal representatives, successors and assigns.

ATTEST:

WHITMOR HOME BUILDERS, INC.
an Oklahoma corporation

By ____________________________
President
RELEASE AND WAIVER OF HY PARK RESIDENTIAL COVENANTS AS TO LOTS 18, 19 AND 20 IN HY PARK ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, AND CONSENT TO CHANGE OF SAID THREE LOTS FROM A TO B ZONE.

The undersigned owner of Lots 4 and 5, Hy Park Addition to the City of Casper, Natrona County, Wyoming, does hereby release Lots 18, 19 and 20 in Hy Park Addition from the effect of those certain restrictive covenants imposed thereon by instrument dated August 4, 1952, executed by Harry Yesness and recorded August 4, 1952 in Book 27 of Miscellaneous at Page 190 in the office of the County Clerk of Natrona County, Wyoming, and does waive any right or remedy which it now has or might have in the future to enjoin or obtain damages from the owner of said Lots 18, 19 and 20, his heirs, personal representatives or assigns, account the threatened or actual construction of a four-unit apartment house or houses upon said three lots; and does hereby consent that the City of Casper may change said three lots from an A to B Zone in order to allow the construction thereof of a four-unit apartment house or houses.

The undersigned certifies that it is the owner of the lot or lots in said Addition as hereinafter set forth.

This instrument is binding upon the party hereto, his heirs, personal representatives, successors and assigns.

DATED: June 29, 1959.

ADDRESS: FAITH ASSEMBLY OF GOD CHURCH, a Wyoming Corporation

[Signature]

H. H. Kennedy, President
STATE OF WYOMING

SS.

COUNTY OF NATRONA

On this 25th day of June, 1956, before me appeared H. R. Kennedy, personally known to me, who, being by me duly sworn, did say that he is the President of FAITH ASSEMBLY OF GOD CHURCH, 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 H. R. Kennedy acknowledged said instrument to be the free act and deed of said Corporation.

Given under my hand and notarial seal this 25th day of

My Commission Expires: FEBRUARY 22, 1965

Notary Public