KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned KELLY HEIGHTS LIMITED, a special partnership, is the owner of all that certain property situate in Natrona County, State of Wyoming, known and described as, and embraced within

KELLY HEIGHTS ADDITION
TO THE CITY OF CASPER
NATRONA COUNTY,
STATE OF WYOMING,

as shown on the plat and dedication thereof duly recorded in the office of the County Clerk and ex-Officio Recorder of Deeds in and for Natrona County, State of Wyoming, in Book 246 of Deeds at page 274, and

WHEREAS, in order to insure the use and development of said property, to prevent the impairment of the attractiveness of said property, and to maintain property values therein, the undersigned desires hereby to make and impose upon a portion of said real property the restrictions and limitations hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises, the undersigned KELLY HEIGHTS LIMITED, a special partnership, does hereby and by these presents make, publish, and declare and impose upon that portion of the real property situate and included within the aforementioned Kelly Heights Addition to the City of Casper, Natrona County, State of Wyoming ("Addition") which is described below the following restrictions and limitations.

ARTICLE I

Governing the use and development of Lots numbered 1 through 26 (said lots being that portion of the Addition zoned R-L low density residential) Kelly Heights does hereby specify and declare the following restrictions and limitations which shall be and constitute covenants running with the land insofar as said Lots are concerned 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 the specified lots, to wit:

1.1 Such lots shall be used exclusively for residential purposes; no building or structure shall be erected, placed, or be permitted to remain on any such lot other than one private, single-family dwelling, specifically designed for the use and occupancy of one family, together with an attached or detached garage.
1.2 No manufacturing, commercial, business or other enterprise, including any religious undertaking or activity of whatsoever kind or nature, including churches, religious meeting or gathering places, whether or not conducted for profit, shall be operated, maintained, or conducted on any such lot or in any structure erected or placed therein, nor shall any structure therein or any part thereof, be used as a boarding or rooming house, nor shall any extractive operation for mineral or oil and gas development of any kind be conducted or permitted thereon, 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 such lot.

1.3 No trailer, camper, basement, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used thereon 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, camper-trailer, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any such lot except that a camper-trailer, mobile home, or boat or snowmobile trailer may be stored on the rear portion of any lot, provided that the same do not exceed twenty (20) feet in length.

1.4 With respect to the improvements to be erected and situate on such lots the following, together with all other provisions hereof, shall govern.

(a) No residence costing less than $20,000, including the cost of the lot, according to cost analysis of the Federal Housing Administration as of June 1, 1959, or having a ground floor area of less than 1,100 square feet shall be located on the lots.

(b) The floor areas of residences to be constructed on the lots shall be exclusive of one-story open porches and garages, and the ground floor areas may be reduced by one-third in split-level construction, and by one-half in tri-level construction, provided, however, that the total floor area in split-level and tri-level construction shall not be less than the ground floor area above mentioned.

(c) Yard fences may extend only from the rear of any lot along the lot boundary lines, including utility easements in the fenced portion, and from the lot boundary lines to the rear of the house thereon and no part of any such fence shall be forward of the rear elevation of any such house and there shall be no front yard fencing. Where a house is turned on a corner lot, there shall be no fencing on either the street side or front of said house beyond the side or front of said house.
(d) No structures shall be erected, altered, placed, or permitted to remain on the lots other than a one detached single-family residence not to exceed two stories in height, split-level, and two stories on a tri-level house, and a detached or attached private garage for not more than three cars.

(e) No structure shall be located on any such lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any street line. No structure shall be located nearer than 10 feet to an interior lot line, except that a 10-foot side yard shall be required for a garage or other permitted accessory building located 25 feet or more from the minimum building setback line. No structure shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes hereof, 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. In the event a residence is turned on a corner lot to face the side street, the setback line at the front of the lot shall be not less than the setback of the adjoining residence, and the setback line on the side street shall be 25 feet. All construction shall be new, and no used building shall be moved from outside and placed on any such lot.

(f) No structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

(g) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any such 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.

(h) Each residence on the lots shall have a removable underground garbage container installed in the front yard thereof. The container shall have a capacity of 35 gallons or more, and shall be mechanically adequate for the purposes thereof and shall be located where the same will not be subject to vehicular damage and shall not be located immediately adjacent to any driveway.

(i) No vehicle of a size larger than the now standard American manufactured car or pickup truck, and no vehicle the primary use or design of which is for the transportation of passengers for hire and no vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers, house trailers, buses, boats and boat trailers, snowmobiles and snowmobile trailers, tractors and trailers shall be parked on the streets or any of the front portions,
driveways or other ways of access of or to any such lot or lots for a continuous period of more than 48 hours. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative.

[j] No noxious or offensive activity, commercial or otherwise, shall be conducted on the lots, nor shall anything be done which may be or become an annoyance or nuisance to those owning property in the Addition.

1.5 Easements for installation and maintenance of utilities are reserved and are shown on the recorded plat of the Addition.

1.6 The construction of residential improvements on any such lots shall be completed not later than one year from and after the date upon which such construction was commenced; all such lots 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.

1.7 The covenants herein contained shall be and remain in full force and effect for a period of twenty (20) years from and after the date hereof, and shall remain in force and effect thereafter for successive ten (10) year periods unless by agreement of the majority of the then owners of such lots 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.

1.8 In the event of the violation or the attempt to violate any of the covenants herein contained, it shall be lawful for the undersigned Kelly Heights Limited, or any person hereafter owning any such lot, 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.

ARTICLE II

Governing the use and development of Lots numbered 27, 28 and 29 (said lots being that portion of the Addition zoned R-M medium density residential) of the Addition, Kelly Heights does hereby specify and declare the following restrictions and limitations which shall be and constitute covenants running with the land insofar as said lots are concerned 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 such lots, to wit:

2.1 No building or structure shall be erected, placed, or permitted to remain on any such lots and the premises shall not be used for any purpose unless the same shall be consistent with the uses permitted in an R-M (Medium Density Residential) zone as presently established by Article 9 of Ordinance No. 1558-A of the Ordinances of the City of Casper, Wyoming.
2.2 Any multiple family dwelling constructed on such lots shall contain units having no less than two bedrooms and an average square footage per unit of 800 square feet, i.e., a four-family dwelling shall have a total square footage of not less than 3,200 square feet. The square footage requirement shall be exclusive of open porches and garages.

2.3 No residential structures shall be erected, placed or altered on any of said lots which exceed two stories in height and each residential structure shall have an attached or detached garage for each family dwelling. Each multiple family dwelling shall have an off street parking area for recreational vehicles.

2.4 No vehicle of a size larger than the now standard American manufactured car or pickup truck, and no vehicle the primary use of design of which is for the transportation of passengers for hire and no vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers, house trailers, buses, boats and boat trailers, snowmobiles and snowmobile trailers, tractors and trailers shall be parked on the streets or any of the front portions, driveways or other ways of access of or to any such lot or lots for a continuous period of more than 48 hours. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative.

2.5 The covenants herein contained shall be and remain in full force and effect for a period of twenty (20) years from and after the date hereof, and shall remain in force and effect thereafter for successive ten (10) year periods unless by agreement of the majority of the then owners of such lots 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.

2.6 In the event of the violation or the attempt to violate any of the covenants herein contained, it shall be lawful for the undersigned Kelly Heights Limited, or any person hereafter owning any such lot, 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.

ARTICLE III

3.1 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.

3.2 The covenants herein contained shall be binding upon the undersigned Kelly Heights Limited, and upon all its successors and assigns, as to any and all of the lots specified as being covered thereby, and are imposed upon as an obligation and charge against the land and lots specifically described for the benefit of the undersigned Kelly Heights Limited, its successors and assigns, and for the benefit of the lands and those persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part of the specifically described lands.
IN WITNESS WHEREOF Kelly Heights Limited has executed this instrument at Casper, Wyoming on the 8th day of February, 1973.

KELLY HEIGHTS LIMITED,
a special partnership

ATTEST:

KELLY HEIGHTS DEVELOPMENT CORP.,
General Partner

Michael J. Sullivan, Secretary

By M. F. Trask, President

STATE OF WYOMING
) SS.
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by M. F. Trask on behalf of KELLY HEIGHTS DEVELOPMENT CORP., General Partner of KELLY HEIGHTS LIMITED, a special partnership, this 8th day of February, 1973.

Witness my hand and official seal.

K. L. Barnes, Notary Public

My Commission Expires July 3, 1974
AGREEMENT TO CHANGE COVENANTS

The property owners of all residential lots in Kelly Heights Addition, Natrona County, Wyoming, agree to change the covenants of said addition, 5-10-73, in Book 59 of Miscellaneous, page 641, to comply with the City of Casper, Natrona County, Wyoming, on side yard requirements on corner lots of said addition.

John D. Sloan

JOHN D. SLOAN

John E. Peirce

JOHN E. PEIRCE

Barbara E. Divine

BARBARA E. DIVINE

State of Wyoming )
    ss
County of Natrona )

The foregoing instrument was acknowledged before me by John D. Sloan, John E. Peirce and Barbara E. Divine, this 15th day of May, 1974.

Witness my hand and official seal.

Mary M. Layton
Notary Public

My Commission expires: January 30, 1977