CLAREMONT ADDITION BUILDING RESTRICTIONS

WHEREAS, Service Credit Company, a Wyoming Corporation, is the owner of Blocks 1 to 6, inclusive, Claremont Addition to the City of Casper, Natrona County, Wyoming, and desires to establish in said addition a restricted 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;

NOW, THEREFORE, In consideration of the premises, the undersigned Service Credit Company, a Wyoming Corporation, does hereby impose upon said lots, Claremont 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 designated as Zone "A" other than a one-family dwelling, not to exceed one and one-half stories in height and a private garage for not more than three cars.

(b) No structure shall be erected, altered, placed or permitted to remain on any residential building lot designated as Zone "B" other than a single-family dwelling, or a multiple dwelling of not more than four families, not to exceed one and one-half stories in height and a private garage for not more than three cars.

(c) No building shall be erected, placed or altered on any building plot 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 subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of H. J. Clare, H. J. Clare, Jr., and Emily L. Clare, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like 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 complied with.

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 June 23, 1963. 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 subdivision and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.
(d) No building shall be located on any lot nearer than twenty feet to the front lot line or nearer than ten feet to any side street line. No building shall be located nearer than twenty feet and twenty feet respectively to the street property lines of said streets. 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 seventy feet or more from the minimum setback line. No dwelling shall be located on any interior lot nearer than twenty-five feet to the rear lot line.

(e) 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 50 feet at the front building setback line.

(f) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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 single-dwelling unit costing less than $7,500.00 as of June 23, 1953 shall be permitted on any lot in the tract. The ground floor area of the main structure shall not be less than 720 square feet in the case of a one story structure, exclusive of garage, nor less than 720 square feet in the case of a one and one-half story structure, exclusive of garage.

(h) No multiple unit dwelling costing less than $12,000.00 as of June 23, 1953, shall be permitted on any "B" Zone lot in the tract. The ground floor area of the main structure shall not be less than 1200 square feet in the case of a one story structure, exclusive of garage, nor less than 1200 square feet in the case of a one and one-half story structure, exclusive of garage.

(i) Fencing of yards will be permitted from the back of the lot to the front and/or side setback of any street. There shall be no front yard fencing.

(j) 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 lots within said addition, nor shall anything be done on any of said lots which may be an annoyance or nuisance to the neighborhood, except Block 6, which is designated as commercial.

(k) An easement is hereby reserved for the Mountain States Power Company and the Mountain States Telephone and Telegraph Company for poles, anchors, and guy wires and cable adjacent to any lot lines in Claremont Addition to the City of Casper, Natrona County, Wyoming.

(l) Block 6 of Claremont Addition is designated as a Commercial of "D" Zone, and any structures on this Block 6 shall be regulated by the Zoning Ordinance.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until June 23, 1978, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots 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 development or subdivision 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.

Executed this 23rd day of June, 1953.

SERVICE CREDIT COMPANY
A Wyoming Corporation

ATTEST:

BY H. J. Clare, Sr.
President

H. J. Clare, Jr.
Secretary

STATE OF WYOMING
COUNTY OF NATRONA

On this 27th day of June, 1953, before me appeared H. J. Clare to me personally known, who, being by me duly sworn, did say that he is the President of Service Credit 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 H. J. Clare acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:

June 29, 1955

Nick Adamson, Notary Public