WHEREAS, Nob Hill Development Co., Inc., a Wyoming corporation, is the owner of land situate in the SE\(\frac{1}{2}\)SE\(\frac{1}{2}\) of Section 17, and the NE\(\frac{1}{4}\)NE\(\frac{1}{4}\) of Section 20, Township 33 North, Range 79 West of the 6th P.M., Natrona County, Wyoming, which tract was subdivided into lots, tracts and blocks known and described as Nob Hill Addition to the City of Casper, and a plat therefor was approved by the City of Casper's City Council, on the 1st day of November, 1954; and

WHEREAS, the owner desires 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 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 does hereby impose upon all of the said Nob Hill Addition to the City of Casper, Natrona County, Wyoming, the following protective covenants and restrictions, to-wit:

1. No structure shall be erected, altered, placed or permitted to remain on any lot or tract other than a one detached, single-family dwelling, or one semi-detached, single-family dwelling not to exceed one and a half stories in height, and a private garage not to exceed a capacity greater than three cars.

2. Prior to the erection of any building on any building plot in said addition, the building plans, specifications and plot plans showing the location of such building shall be submitted to a committee composed of J. E. Cunningham, Paul J. Cote and Robert J. Murphy, or to a representative designated by a majority of the members of said committee, and said committee shall make its approval in writing as to the conformity and harmony of external design with existing structures in said addition and as to location of the building with respect to topography and finished ground elevation. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove or to designate a representative. In the event the committee fails to approve or disapprove within fifteen (15) days after the plans and specifications are submitted, and if no suit to enjoin the erection of such building or the making of alterations on such building has commenced within said fifteen (15) days, such approval shall not be required. Neither the members of said committee nor its representatives shall be entitled to compensation for services performed pursuant to this covenant. The powers and duties of said committee shall cease on and after December 9, 1964. After said latter date, the approval described in this paragraph shall not be required unless prior to said date, a written instrument shall be executed by
a majority of the then record owners of the lots in this addition appointing a representative or representatives, who shall thereafter exercise the same powers exercised by said committee.

3. No building shall be located on any residential plot nearer than twenty-five feet to the front lot line, nor nearer than twelve and a half feet to any side street line. No building, except a detached garage or other out building located seventy-five feet or more from the front lot line shall be located nearer than seven and a half feet to any side lot.

4. 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 lots or tracts in said addition.

5. No trailer, basement, tent, shack, garage, barn or other out building 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.

6. The ground floor area of the main structure of any building erected upon a lot or tract in said addition, exclusive of one story open porches and garages shall be no less than eleven hundred (1100) square feet.

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until the 1st day of January, 1975, at which time said covenants shall be automatically extended for successive period of ten years, unless by vote of a majority of the then owners of said lots and tracts 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 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 provision which shall remain in full force and effect.

Executed this 9 day of December, 1954.

ATTEST:

NOB HILL DEVELOPMENT CO., INC.,
a Wyoming corporation

By J. E. Cunningham, President
STATE OF WYOMING         )
COUNTY OF NATRONA       ) SS

On this 9 day of December, 1954, J. E. Cunningham, personally
appeared before me, and is to me personally known, who having been by me first
duly sworn, did say: That he is the President of Nob Hill Development Co.,
Inc., the corporation described in and which executed the foregoing instrument,
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 J. E. Cunningham acknowledged
said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my notarial seal on the day and year in this certificate first above written.

Jane C. Patterson, Notary Public

My commission expires: 11/25/58
THIS ADDENDUM shall form a part of and shall be included in those certain building restrictions of Nob Hill Addition to the City of Casper, Natrona County, Wyoming, recorded in Book 30 of Miscellaneous at Page 486 of the County Records of Natrona County, Wyoming on December 14, 1954, and this Addendum shall hereafter be construed and considered to be a part of said building restrictions and have the same force and effect as if said Addendum had formed a part of said restrictions at the time said restrictions were originally executed and filed of record.

That paragraph one (1) of said restrictions, which recites in part, that no structure shall be erected, altered, placed or permitted to remain on any one lot or tract, shall be construed to mean that no structure shall be erected, altered, placed or permitted to remain on any lot or any lot together with a portion or all of an additional lot or lots so that a structure placed upon a lot or a lot together with a portion of another lot shall not violate said building restrictions. Likewise, paragraph one (1) of said building restrictions shall be construed to mean that a structure may be erected, altered, placed or permitted to remain on portions of two or more adjoining lots if the area thus attained by combining portions of adjoining lots create a front footage of not less than eighty (80) feet.

That paragraph one (1) of said building restrictions, in so far as it may be construed to be contrary to the provisions herein contained shall be by these presents so amended as to conform with the construction given in paragraph one (1) of said building restrictions in this Addendum.

Executed this 11th day of February, 1955.

NOB HILL DEVELOPMENT CO., INC., a Wyoming corporation

By James E. Cunningham, President

Paul Cote, Secretary
STATE OF WYOMING )
               ) SS
COUNTY OF NATRONA )

On this 11th day of February, 1955, J. E. Cunningham, personally
appeared before me, and by me personally known, who having been by me
first duly sworn, did say: That he is the President of Nob Hill Development
Co., Inc., the corporation described in and which executed the foregoing
instrument; 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
J. E. Cunningham acknowledged said instrument to be the free act and deed
of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
notarial seal on the day and year in this certificate first above written.

Paul J. Cote, Notary Public

My commission expires: Oct. 14th, 1958

We, the undersigned owners of the lots or tracts in Nob Hill Addition
to the City of Casper, the descriptions of which is opposite our names, do
by these presents acknowledge a receipt of a copy of the above and foregoing
Addendum, and acknowledge that we have read the same and we do by these
presents expressly permit that said Addendum be filed and agree that it may
become a part of the building restrictions heretofore filed on Nob Hill Addition
to the City of Casper, Natrona County, Wyoming.

George M. Rafferty Lot 10
Rosalie F. Rafferty Nob Hill Addition

Fred H. Carr Lot # 16
Joan C. Carr Nob Hill Addition

William B. Hickman, Jr. Lot # 2
By Blanche M. Hickman Nob Hill Addition
Blanche M. Hickman

Intermountain Properties, Inc. Lot # 8
By E. Sandback, Sec. - Treas. Nob Hill Addition
Louis R. Keefe, Pres.

STATE OF WYOMING )
               ) SS
COUNTY OF NATRONA )

On this 11th day of February, 1955, before me personally appeared
George M. Rafferty and Rosalie F. Rafferty, Fred H. Carr and Joan C. Carr,
Blanche M. Hickman, Louis R. Keefe and Earl D. Sandback 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 this 11th day of February, 1955.

Paul J. Cote, Notary Public

Building Restrictions - Nob Hill Addition
To the City of Casper, Natrona County, Wyoming

The undersigned certify that they are the owners of Lots 1 through 32, both inclusive, and Tract No. 1, in Nob Hill Addition to the City of Casper, Natrona County, Wyoming, and that they 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 homeowner in consideration of his compliance with such requirements, shall be protected against violation thereof by any other homeowner.

NOW, THEREFORE, in consideration of the premises, the undersigned do hereby impose upon all of the said Nob Hill Addition to the City of Casper, Natrona County, Wyoming, the following protective covenants and restrictions, to-wit:

1. No structure shall be erected, altered, placed or permitted to remain on any lot or tract, or any lot and a portion of an adjoining lot or tract, or a portion of two adjoining lots or tracts 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 not to exceed a capacity greater than three cars. In the case of a full lot or tract and a portion of an adjoining lot or tract, or of portions of two adjoining lots or tracts, no structure shall be erected, altered, placed or permitted to remain thereon unless the front footage attained by combining a lot and a portion of an adjoining lot or portions of adjoining lots shall be not less than eighty feet.

2. Prior to the erection of any building on any building plot in said addition, the building plans, specifications and plot plans showing the location of such buildings shall be submitted to a committee composed of J. E. Cunningham, Paul J. Cote and Robert J. Murphy, or to a representative designated by a majority of the members of said committee, and said committee shall make its approval in writing as to the conformity and harmony of external design with existing structures in said addition and as to location of the building with respect to topography and finished ground elevation. In the event
of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove or to designate a representative. In the event the committee fails to approve or disapprove within 15 days after the plans and specifications are submitted, and if no suit to enjoin the erection of such building or the making of alterations on such building has commenced within said 15 days, such approval shall not be required. Neither the members of said committee nor its representatives shall be entitled to compensation for services performed pursuant to this covenant. The powers and duties of said committee shall cease on and after December 9, 1964. After said latter date, the approval described in this paragraph shall not be required unless prior to said date a written instrument shall be executed by a majority of the then record owners of the lots in this addition appointing a representative or representatives, who shall thereafter exercise the same powers exercised by said committee.

3. No building shall be located on any residential plot nearer than twenty-five feet to the front lot line, nor nearer than twelve and one-half feet to any side street line. No building except a detached garage or other out building located seventy-five feet or more from the front lot line shall be located nearer than seven and one-half feet to any lot side line. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

4. 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 lots or tracts in said addition.

5. No trailer, basement, tent, shack, garage, barn, or other out building erected on any lot or tract in the 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.

6. The ground floor area of the main structure of any building erected upon a lot or tract in said addition, exclusive of one story upon
porches and garage shall be no less than 1100 square feet.

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

8. Easements for installation and maintenance of utilities and drainage facilities for the use and benefit of all lots and tracts in said addition are reserved as shown on the recorded plat of said addition and over the rear five feet of each lot and tract therein.

These covenants are to run with the land and shall be binding upon all parties signatory hereto and all persons claiming under them until the 1st day of January, 1957, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of said lots and tracts in said addition it is agreed to change these covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any 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.

WITNESS the hands of the parties hereto this 30th day of April, 1955.
THE STATE OF WYOMING
COUNTY OF NATRONA

On this 25th day of April, 1955, before me personally appeared James E. Cunningham (also sometimes known as J. E. Cunningham), who, being first duly sworn, upon oath did say that he is the president of Nob Hill Development Co., Inc. a Wyoming Corporation, and that the seal affixed to the above 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 James E. Cunningham acknowledged said instrument to be the true act and deed of said corporation.

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

[Signature]
Notary Public

THE STATE OF WYOMING
COUNTY OF NATRONA

On this 26th day of April, 1955, before me personally appeared

William B. Hickman, Jr. and Blanche M. Hickman, husband and wife, James E. Cunningham (also sometimes known as J. E. Cunningham) and Marian D. Cunningham, husband and wife, George H. Rafferty and Rosalie F. Rafferty, husband and wife, J. A. Fadon, Jr. and Carolyn P. Fadon, husband and wife, Victor Niethammer and Jean Marie Niethammer, husband and wife, William T. Schwartz and Patricia Ann Schwartz, husband and wife, Julius A. Begonia, Jr. and Harjortie J. Begonia, husband and wife, Fred H. Carr and Joan C. Carr, husband and wife, Paul J. Cote and Lila May Cote, husband and wife, Vincent W. Ast and Mary Wilmer Ast, husband and wife, and V. O. Schroedermier and Ingeborg Schroedermier, husband
Addison E. Winter and Josephine Winter, husband and wife,
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
respective free acts and deeds.

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

[Signature]
Notary Public

THE STATE OF WYOMING
COUNTY OF Laramie

On this 20 day of April, 1915, before me personally appeared
Louis R. Keese, who, being first duly sworn, upon oath did say that he is
the president of Intermountain Properties, Inc., a Wyoming Corporation, and
that the seal affixed to the above and foregoing 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
Louis R. Keese 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 certi-
tenate first above written.

[Signature]
Notary Public

Commission Expires:

10/14/1958