

CERTIFICATE OF DEDICATION
PERRY & PERRY, A PARTNERSHIP, TO THE PUBLIC
 STATE OF WYOMING 55
 COUNTY OF NATRONA

This is to certify that the resubdivision shown on the annexed Plat of all Block 5 and part of Block 6, in Community Park Addition to the City of Casper, Natrona County, Wyoming, as said Blocks are laid down and described on that certain Plat of Blocks numbered 1 to 37 inclusive, filed for record in the office of the County Clerk and Ex-Officio Register of Deeds of said County, on the 22nd day of July, 1922 and there recorded in Book 33 of Deeds at Page 616, TOGETHER WITH; All of Lots 26 and 27 in College Heights Addition to the City of Casper, Natrona County, Wyoming, as said Lots are laid down and described on that certain Plat of Lots 1 to 27, inclusive, filed for record in the office of the County Clerk and Ex-Officio Register of Deeds of said County, on the _____ day of _____, 1960 and there recorded in Book _____ of Deeds of Page _____.

That the foregoing described Blocks and Lots, together with, included streets and alleys and all within said additions were vacated by that certain Partial Vacation of Plats as recorded in Book _____ of Deeds of Page _____ in the office of the County Clerk and Ex-Officio Register of Deeds of Natrona County, Wyoming.

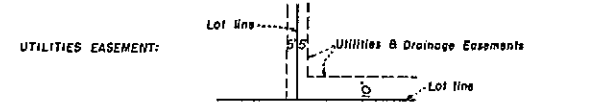
That this Resubdivision and Dedication of said Blocks, Lots, streets and alleys of Community Park and College Heights Additions shall be known as Perry's Resubdivision and is made with the free consent and in accordance with the desires of the undersigned owners and proprietors thereof, Viz: Perry and Perry, a partnership consisting of Jack W. Perry and Clark F. Perry.

BY: Jack W. Perry BY: Clark F. Perry
 JACK W. PERRY CLARK F. PERRY
 BY: Shirley W. Perry BY: Shirley W. Perry
 WIFE OF JACK W. PERRY WIFE OF CLARK F. PERRY

On this 15 day of August, 1960, before me personally appeared Jack W. Perry and Clark F. Perry, together with their respective wives, all to me known to be the persons described in and who executed the foregoing instrument and acknowledged said instrument to be their free and voluntary act.

Subscribed in my presence and sworn to before me this 15 day of August, 1960.
Rosalie M. Lyke
 My Commission expires March 20, 1963
 NOTARY PUBLIC

REFERENCE NOTES AND EXPLANATIONS



Survey & Plat by:
 Worthington, Lenhart & Associates, Inc.
 200 South Lowell Street, Casper, Wyoming



APPROVED
 CITY COUNCIL OF THE CITY OF CASPER, WYOMING, by Ordinance No. 11552, duly passed, adopted and approved on the 22 day of August, 1960.
Earl B. Johnson
 MAYOR AND PRESIDENT OF THE CITY COUNCIL
 ATTEST: Edith
 CITY CLERK
 Dated August 24 1960

BOARD OF COUNTY COMMISSIONERS OF NATRONA COUNTY, WYOMING, by Resolution duly passed on the _____ day of _____, 1960.
John P. ...
 CHAIRMAN OF THE BOARD
 ATTEST: ...
 COUNTY CLERK
 Dated Sept 1 - 1960

CERTIFICATE OF SURVEYOR
 We, E. C. Lenhart and H. L. Worthington, licensed surveyors of Casper, Wyoming, hereby certify that during the month of July, 1960, PERRY'S RESUBDIVISION, City of Casper, Natrona County, State of Wyoming, situate in the SW¹/₄ SE¹/₄ Section 9, NW¹/₄ NE¹/₄ Section 16, Township 33 North, Range 79 West, 6th P.M., was surveyed by us as shown on this Plat. Each lot therein bears its respective progressive number. Said Plat is true and correct and accurately describes the subdivisions of the tract, and we accurately surveyed the subdivision of lots, streets, alleys and public ways; all are well and accurately staked off and marked. Dimensions are in feet and decimals thereof.
E. C. LENHART WHO REG. NO. 550, R.E. & L.S.
H. L. WORTHINGTON WHO REG. NO. 426, R.E. & L.S.
 Sworn to and subscribed before me this _____ day of August, 1960.
 My Commission expires: December 31, 1963
...
 NOTARY PUBLIC

PLAT OF
PERRY'S RESUBDIVISION

OF
 ALL OF BLOCK 5 & LOTS 1 THROUGH 8, BLOCK 6
 COMMUNITY PARK ADDITION
 A SUBDIVISION OF A PORTION OF SECTION 16, T. 33 N., R. 79 W., 6TH. P.M.
 AND
 LOTS 26 & 27 COLLEGE HEIGHTS ADDITION
 A SUBDIVISION OF PORTIONS OF SECTIONS 9 & 16, T. 33 N., R. 79 W., 6TH. P.M.
 IN
 CITY OF CASPER, NATRONA COUNTY, WYOMING

SCALE 1" = 40'

RECORDED WITH 270 15 21 11 21 10 00 00 P.M.
IN BOOK 30 OF 1180 PAGE 271
NO. 044164 LOU K. MUESEN
COUNTY CLERK

COVENANTS RESTRICTING AND GOVERNING
LAND USE AND DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned, JACK W. PERRY and CLARK F. PERRY, d.b.a. PERRY and PERRY, a partnership, hereinafter referred to as "Perrys", are the owners of that certain real property situate in Natrona County, State of Wyoming, known and described as, and embraced within,

PERRY'S RESUBDIVISION
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 184 of Deeds at page 130, and

WHEREAS, in order to insure the use and development of said property for exclusive residential purposes only, to prevent the impairment of the attractiveness of said property for such purposes, and to maintain property values therein, the said Perrys desire hereby to make and impose upon said real property the restrictions and limitations hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, the undersigned Perrys, do hereby and by these presents make, publish, declare, and impose upon all of the real property situate and included within the aforementioned Perry's Resubdivision to the City of Casper, Natrona County, State of Wyoming (hereinafter referred to as the "Addition"), the following restrictions and limitations governing the use

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FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



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).

and development of all lots and tracts within said Addition, and do hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land in said Addition 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 lots and tracts within said Addition.

1. All lots and tracts in said Addition shall be used exclusively for residential purposes; no building or structure shall be erected, placed, or be permitted to remain on any lot or tract therein other than one, private, single-family dwelling, specifically designed for the use and occupancy of one family, together with an attached or detached garage.

2. No dwelling costing less than Twenty-five Thousand Dollars (\$25,000.00), exclusive of the cost of an appurtenant garage and ground or landscaping improvements, shall be erected or permitted on any lot or tract in said Addition; the plans and specifications for all dwellings and appurtenant garages to be erected or placed in said Addition, and the location thereof on the lot or tract, shall be approved by the Architectural Control Committee, for which provision is made in paragraph 11 hereof, before the construction or placement thereof shall commence.

3. No business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature, whether or not conducted for profit, shall be operated, maintained, or conducted on any lot or tract in said Addition or in any

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dwelling or garage erected or placed therein, nor shall any dwelling therein, or any part thereof, be used as a boarding or rooming house. nor shall any mining or quarrying operations or operations for the drilling of any oil or gas well be conducted or permitted in said Addition, 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 lot or tract within said Addition.

4. No trailer, basement, garage, or other structure of a temporary nature, shall be used as a place of residence or habitation either temporarily or permanently, and, except as the same may be customarily employed by the contractors for and during the construction of improvements thereon, no house trailer, tent, shack or other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot or tract in said Addition.

5. All electric power, telephone, and community television drop-off service lines, as well as all other utility services, located inside the boundaries of each lot or tract in said Addition, shall be buried underground, and shall be brought underground into each dwelling or garage thereon situate; no exposed television, radio or other communication antennae shall be erected, placed or be permitted to remain on the exterior of any dwelling or garage or on lot or tract in said Addition.

6. All dwellings in said Addition shall be equipped with mechanical kitchen waste disposal units; all organic kitchen waste and garbage shall be disposed of through said kitchen disposal units and shall not be placed for removal

in the exterior garbage containers hereinafter mentioned; each dwelling shall be equipped with a gas-fired incinerator located inside the dwelling or in the garage appurtenant thereto, and all combustible household waste, other than organic kitchen waste, shall be disposed of therein; all exterior garbage containers shall be placed underground, at a convenient location on the lot or tract, in a concrete lined or metal chamber equipped with an attached and suitable metal lid; no garbage cans or containers shall be placed or be permitted to remain above ground; the use of exterior garbage containers shall be restricted to the disposition of inorganic and noncombustible household waste and garbage; no trash, brush, piles, rubbish, junk, inoperative vehicles, trucks, house-trailers, or other trailers, and other unsightly items of property or waste shall be collected, placed or be permitted to remain on or in front or in back of any lot or tract in said Addition.

7. The construction of dwellings in said Addition shall be completed not later than one year from and after date upon which such construction was commenced; all lots or tracts in said Addition shall be landscaped and planted with grass and trees of summary of appropriate character and type within one year from and after construction of improvements on any such lot or tract has commenced.

8. Each lot or tract in said Addition shall be equipped with a front yard lamp mounted on a metal post no higher than six and one-half feet and located not less than five feet from the inside sidewalk line, the same to be erected or installed prior to the completion for use of any dwelling on such lot or tract; the lamp herein provided for

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shall be either a sixty (60) watt electric lamp equipped with an electric eye device for automatic turn-on at nightfall, or a gas illuminated lamp; the electric or gas lines thereto shall be buried underground.

9. Portable rotary clothes drying lines may be erected or installed in the backyards of the lots or tracts in said Addition, if desired by the owner thereof; single or parallel lines shall not be erected, placed or be permitted to remain in any lot or tract in said Addition.

10. The owners of Lots 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 will be responsible for erecting and maintaining a party wall beginning at a point where the Southeast corner of Lot 15 intersects with Community Drive, thence North along the East boundary of Lots 15, 14, 13 and 12 and the Southeast boundary of Lots 11 and 10, and the South boundary of Lot 9, which said line is a line common with the West boundary line of Lots 6 and 7 and the Northwest and North boundary line of Lots 7 and 8, which said party wall shall comply in all respects as to material and composition with that wall which is now in place along the South boundary of Lots 4, 5, and 6 in said Perry's subdivision. The aforesaid party walls to be erected by purchase of the hereinafter described lots, will be subject to requirements and approval of the Architectural Control Committee for which provision is made in paragraph 11 hereof, and said approval will be obtained before the construction or placement thereof shall commence, and further provided that said Committee expressly reserves the power and authority to make any changes in the requirements herein contained in this paragraph. No other wall or fence, except as herein provided, shall be erected, placed

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or be permitted to remain on any part of any lot or tract in said Addition without the express consent and approval of the Architectural Control Committee, provided for in paragraph 11. All walls herein provided for shall be maintained in a slightly condition by the owner or owners thereof.

11. No dwelling, garage, wall, or fence shall be erected or placed on any lot or tract in said Addition, nor shall any dwelling, garage, wall, or fence, erected or placed thereon be enlarged, remodeled or altered in size or exterior design, until the building plans, design and specifications therefor and a plot plan showing the location thereof on such lot or tract shall have been submitted to, and approved in writing as to standards of construction, design, and appearance, and as to the location thereof with respect to topography and finished ground elevation, by an Architectural Control Committee consisting of the Perrys of Casper, Wyoming, or a person selected and designated by them, or by their executor or administrator, if they be deceased, and two other members to be selected, designated, and replaced at the pleasure of Perrys, one of whom shall be a licensed and qualified architect, practicing and residing in Casper, Wyoming; in the event the Committee neither approves nor disapproves such plans within thirty days from the date of submission thereof, its approval shall not be required, and this provision shall be deemed to have been complied with.

12. 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 full force and effect thereafter for successive ten (10)

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year periods unless by agreement of the majority of the then owners of lots or tracts in said Addition, 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.

13. In the event of the violation or the attempt to violate any of the covenants herein contained, it shall be lawful for the undersigned Perrys, or any person owning any lot or tract in said Addition, 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.

14. 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.

15. The covenants herein contained shall be binding upon the undersigned Perrys, and upon all their successors and assigns as to any and all of the land in said Addition contained, and are imposed upon said Addition as an obligation and charge against all the lands, lots and tracts therein situate, for the benefit of the undersigned Perrys, their successors and assigns, and as a general plan for

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the benefit of said Addition and those persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part thereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument at Casper, Wyoming, on the 8th day of March, 1961.

JACK W. PERRY and CLARK F. PERRY, d.b.a. PERRY and PERRY, a partnership

By: Jack W. Perry
Jack W. Perry

By: Clark F. Perry
Clark F. Perry

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STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)



On this 8th day of March, 1961, before me personally appeared JACK W. PERRY, to me known to be the person described and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Rosalie M. Lyke
Notary Public

My Commission expires:
March 20, 1963

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)



On this 7 day of March, 1961, before me personally appeared CLARK F. PERRY, to me known to be the person described and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Rosalie M. Lyke
Notary Public

My Commission expires:
March 20, 1963