

May 26, 1931
20
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PINEVIEW MEADOWS SUBDIVISION BUILDING RESTRICTIONS

WHEREAS, the Pineview Development Company and Oil Planex, Inc., Wyoming Corporations, are the owners of certain acreage in the N¹/₂ of Section 11, Township 33 North, Range 79 West, of the 6th P.M., Natrona County, Wyoming; and said corporations 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 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, Pineview Development Company and Oil Planex, Inc., Wyoming Corporations, do hereby impose upon Blocks numbered 14, 15, 16, 17, 21 and 22, inclusive, of Pineview Meadows Subdivision to the City of Casper, Natrona County, Wyoming, the following protective covenants and restrictions, to-wit:

(a) Upon all lots in blocks 14, 15, 16, 17, 21 and 22, inclusive in said Pineview Meadows Subdivision, no structures shall be erected, altered, placed or permitted to remain on any residential building lot, 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 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 Alma Huber, James W. Payne, and William F. Swanton, 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 said committee or its designated representative, fails to approve or disapprove such design and

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Resinctions 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).

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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 May 1, 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 lots in this subdivision and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be located nearer to the front lot line or nearer to the side street line than the building setback line shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than 25 feet to the front lot line nor nearer than 10 feet to any side street line. No building shall be located on any of said lots nearer than 25 feet to the front line on either abutting street. No building except a detached garage or other out-building located 75 feet or more from the front lot line shall be located nearer than 3 feet to any side lot line.

(d) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 60 feet at the front building setback 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 lots in 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 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.

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(f) No dwelling costing less than \$7,500.00 according to cost analysis of the Federal Housing Administration as of May 1, 1952, shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 750 square feet in the case of one-story structure, nor less than 700 square feet in the one and one-half story structure.

(h) Yard fences may extend only from the rear of any lot to the rear of the house thereon and there shall be no front yard fencing.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 1, 1977, at which time said covenants shall be automatically extended for successive periods of ten (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 5th day of May, 1952.

ATTEST:
William F. Swanton
Secretary

PINEVIEW DEVELOPMENT COMPANY,
a Wyoming Corporation,
By *William F. Swanton*
President

OIL PLANEX, INC., a Wyoming Corporation
By *William F. Swanton*
President

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 5th day of May, 1952, before me appeared James W. Payne, to me personally known, who, being by me duly sworn, did say that he is the President of Pineview Development 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 James W. Payne 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 certificate first above written.

By _____ Notary Public
my commission expires _____

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STATE OF WYOMING)
COUNTY OF NATRONA)

53

On this _____ day of _____, 1962, before me appeared William H. Swanton, to me personally known, who, being by me duly sworn, did say that he is the President of Oil Planex, Inc., a 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 William H. Swanton 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 certificate first above written.

Notary Public

My commission expires: