SOUTH GARDEN CREEK ACRES NO. 2
LOT SPLIT OF THE EAST HALF OF TRACTS 34 AND 35, INTO TRACTS 48 AND 49

LEGEND:
- FOUND 1/2" BOLT W/ ARROW, BLUE PAINT, REPLACED W/ 1/2" AL. CAP AND 5/8" X 2" RIVET
- FOUND REBAR, PLACED A 1/2" AL. CAP ON IT, THIS SURVEY
- PLACED A 1/2" AL. CAP AND 5/8" X 2" RIVET, THIS SURVEY
- FOUND REBAR

CERTIFICATE OF LOT SPLIT APPROVAL:
STATE OF WYOMING
COUNTY OF NATIONAL
I DO HEREBY CERTIFY THAT THIS LOT SPLIT HAS BEEN EXAMINED BY ME AND FOUND TO COMPLY WITH THE REGULATIONS FOR NATIONAL COUNTY, WYOMING, AND IS THEREFORE APPROVED FOR FILING.

COUNTY PLANNER
COUNTY SUPERIOR
COUNTY HEALTH OFFICER
DATE

CERTIFICATE OF SURVEYOR:
STATE OF WYOMING
COUNTY OF NATIONAL
I, CHARLES K. WOLF, KNOW ALL MEN BY THESE PRESENTS, I, CHARLES K. WOLF, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CONVENTIONAL MARKS SHOWN HEREIN WERE PROPERLY PLACED UNDER MY SUPERVISION AND ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF NATIONAL COUNTY, WYOMING.

OWNER OF RECORD: SCHULZ CONSTRUCTION, INC.
CLINT SCHULZ, PRESIDENT
DATE
PROTECTIVE COVENANTS AND RESTRICTIONS AFFECTING
TRACTS NUMBERED 24 to 47, BOTH INCLUSIVE, IN
SOUTH GARDEN CREEK ACRES NO. 2, A SUBDIVISION
OF THE W½SE¼ and E½SW¼ and SE½NW¼ and SW½NE¼ OF
SECTION 29, TOWNSHIP 33 NORTH OF RANGE 79 WEST
OF THE 6th P.M., NATRONA COUNTY, WYOMING.

WHEREAS, Harry Yesness, a single man, is the owner of tracts numbered
24 to 47, both inclusive, in South Garden Creek Acres No. 2, a subdivision of
the W½SE¼ and E½SW¼ and SE½NW¼ and SW½NE¼ of Section 29, Township 33 North
of Range 79 West of the 6th P.M., Natrona County, Wyoming, and desires to
establish in the area covered by said tracts an exclusive residential district
wherein the construction and use of dwelling houses shall conform to certain
minimum requirements, and each home owner in said district, in consideration
of his compliance with the restrictions hereinafter contained, shall be protected
against violation thereof by the owner of any other home situate upon any other
of the above numbered tracts in said subdivision;

NOW, THEREFORE, in consideration of the premises, the undersigned,
Harry Yesness, does hereby impose upon the above numbered tracts, the following
protective covenants and restrictions, to-wit:

No residential building other than one dwelling for a single family shall be
erected on each of the above described tracts; each such dwelling shall contain
not less than 1,000 square feet of floor space, and the cost thereof shall be not
less than $15,000.00 based upon material prices and wage rates as of November 1,
1952. In computing the cost of any such dwelling the cost of appurtenant and
incidental structures and improvements shall be excluded. No one of the above
described tracts shall be used for any commercial or industrial purpose.

The above and foregoing covenants are for the benefit of and binding upon
the undersigned, his heirs, personal representatives, assigns and successors
in title interest as same pertain to any and all of the above described tracts and
such covenants shall run with the land.

If the undersigned, his heirs, personal representatives, assigns or successors
in title interest to any of the above described tracts shall violate or attempt to
violate any of the protective covenants and restrictions hereinafore set forth, it
shall be lawful for any other person owning any other of the above described
tracts in said subdivision to prosecute any proceeding at law or equity against
said person or persons violating or attempting to violate any such protective
covenant and restriction and in such manner to prevent him or them from so
doing or recover damages for violation thereof.
The above described tracts are subject to a right-of-way easement for water pipe line heretofore recorded in Book 92 of Deeds at Page 196 in the office of the County Clerk of Natrona County, Wyoming.

The above described tracts are also subject to a right-of-way easement heretofore granted for telephone and power line poles now in place upon said tracts.

WITNESS my hand this 29 day of October, 1952.

Harry Yesness

THE STATE OF WYOMING
COUNTY OF NATRONA

On this 29 day of October, 1952, before me personally appeared Harry Yesness, a single man, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Boyd R. Sims
Notary Public

My Commission Expires:

1/21/54
Protective Covenants And Restrictions Affecting Tracts Numbered 26 to 35, Both Inclusive, In South Garden Creek Acres No. 2, A Subdivision Of The W1 SE4 and E1 SW4 and SE1 NW4 and SW1 NE4 of Section 29, Township 33 North of Range 79 West of the 6th P.M., Natrona County, Wyoming.

The undersigned John F. Vesey and Wilma L. Vesey, husband and wife, are the owners of tracts numbered 26 to 35, both inclusive, in South Garden Creek Acres No. 2, a subdivision of the W1/2 SE4 and E1/2 SW4 and SE1/2 NW4 and SW1/2 NE4 of Section 29, Township 33 North of Range 79 West of the 6th P.M., Natrona County, Wyoming, and desire to establish in the area covered by said tracts an exclusive residential district wherein the construction and use of dwelling houses shall conform to certain minimum requirements, and each home owner in said district, in consideration of his compliance with the restrictions hereinafter contained, shall be protected against violation thereof by the owner of any other home situate upon any other of the above numbered tracts in said subdivision.

On October 29, 1952 Harry Yesness, a single man, as the then owner of tracts numbered 24 to 47, both inclusive, in South Garden Creek Acres No. 2, a subdivision of the W1/2 SE4 and E1/2 SW4 and SE1/2 NW4 and SW1/2 NE4 of Section 29, Township 33 North of Range 79 West of the 6th P.M., Natrona County, Wyoming, made and executed an instrument entitled "Protective Covenants And Restrictions Affecting Tracts Numbered 24 to 47, Both Inclusive, In South Garden Creek Acres No. 2, A Subdivision Of The W1/2 SE4 and E1/2 SW4 and SE1/2 NW4 and SW1/2 NE4 of Section 29, Township 33 North of Range 79 West of the 6th P.M., Natrona County, Wyoming," which was recorded October 31, 1952 in Book 27 of Miscellaneous at page 415 in the office of the County Clerk of Natrona County, Wyoming.

The undersigned John F. Vesey and Wilma L. Vesey, husband and wife, desire to make it possible for them or their successors in title interest as owners of said tracts 26 to 35, both inclusive, to use for one-family residence dwellings not less than the East one-half of two of said tracts which are contiguous or not less than the West one-half of two of said tracts which are contiguous as one building site, and they propose to so divide, sell, convey and develop same, so that all dwellings constructed upon the East one-half of said tracts 26 to 35, both inclusive, would face South Poplar Street or Lower Garden Creek Road and all dwellings constructed on the West one-half of said tracts 26 to 35, both inclusive, would face Yesness Lane.

The undersigned Roy C. Simpson and Nancy E. Simpson, husband and wife, Ernest A. Sikes and Hazel B. Sikes, husband and wife, John V. Vesey and Wilma L. Vesey, husband and wife, Carl R. Reibech and Mary Verbe Reibech, husband and wife, James L. Rollins and Mary V. Rollins, husband and wife, Charles F. Bissell and Margaret Blais, husband and wife, Byrd E. Elwood and Pearl I. Elwood, husband and wife, Gordon L. Mitchell and Jane R. Mitchell, husband and wife, Harry Prasynski and Nola Grace Prasynski, husband and wife, Dan Bukowski and Margaret Mukowski, husband and wife, Norman F. Taylor and Jo Ann Taylor, husband and wife, Charles D. Young and Olinda W. Young, husband and wife, and Bayard D. Rea and Elizabeth S. Rea, husband and wife, certify that they are collectively the owners of the tracts numbered 24, 25 and 36 to 47, both inclusive, in South Garden Creek Acres No. 2, a Subdivision Of The W1/2 SE4 and E1/2 SW4 and SE1/2 NW4 and SW1/2 NE4 of Section 29, Township 33 North of Range 79 West of the 6th P.M., Natrona County, Wyoming.
NOW THEREFORE the undersigned, John F. Vesey and Wilma L. Vesey, designate each of the following contiguous portions of said tracts 26 to 35, both inclusive, as one residential dwelling site, to-wit:

1. East one-half of tracts 26 and 27;
2. East one-half of tracts 28 and 29;
3. East one-half of tracts 30 and 31;
4. East one-half of tracts 32 and 33;
5. East one-half of tracts 34 and 35;
6. West one-half of tracts 26 and 27;
7. West one-half of tracts 28 and 29;
8. West one-half of tracts 30 and 31;
9. West one-half of tracts 32 and 33;
10. West one-half of tracts 34 and 35.

No building shall be erected, altered, placed, or permitted to remain on any of the above described ten residential dwelling sites other than one detached single family dwelling and only one single family dwelling shall be erected on each of said ten residential dwelling sites.

No building shall be erected, placed, or altered on any of said residential dwelling sites until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee of the tract. Each dwelling constructed on a residential building site in the East one-half of said tracts 26 to 35, both inclusive, shall face South Poplar Street, also known as East Garden Creek Road, and each dwelling constructed on a residential building site in the West one-half of said tracts 26 to 35, both inclusive, shall face Vessey Lane.

No dwelling shall be erected on any of said residential dwelling sites at a cost of less than $25,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant and restriction to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of any main structure, exclusive of a one-story open porch, basement and garage, shall be not less than 1200 square feet, for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one-story.

No dwelling shall be located on any of said residential dwelling sites nearer than 40 feet to the front boundary line thereof, or nearer than 30 feet to either the north or south boundary line thereof. The side line set back minimum of 30 feet also applies to any detached garage or other accessory building erected, placed or altered on any of said residential dwelling sites. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a dwelling, garage or other accessory building. No building shall be located nearer than ten feet to the rear boundary of any said residential dwelling sites.

No sign of any kind shall be displayed to the public view on any of said residential dwelling sites, except one professional sign of not more than one foot square, or one sign of not more than 5 foot square advertising the property for sale or rent, of signs used by a builder to advertise the property during the construction and sales period.

No mining operations of any kind shall be permitted upon any of said residential dwelling sites.

No animals, livestock or poultry of any kind shall be raised, bred, kept or maintained on any of said residential dwelling sites for commercial purposes; and no horses shall be pastured or stabled upon any of said sites.

-2-
No one or more of said residential dwelling sites shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste matter shall not be kept upon any said sites except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No noxious or offensive activity shall be carried on upon any of said residential dwelling sites, nor shall anything be done thereon by the owner or person in charge thereof which may be or may become an annoyance or nuisance to the neighborhood.

No fence or wall shall be erected, placed or altered on any of said residential dwelling sites nearer to any street than the minimum building setback line. Any hedge placed on any of said sites nearer to the front boundary line thereof than the minimum building setback line shall be maintained at a height of not more than three (3) feet.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any of said residential dwelling sites at any time as a residence, either temporarily or permanently. All construction on said sites shall be new and no building shall be moved from another location onto any of said sites.

The undersigned John F. Vesey and Wilma L. Vesey, husband and wife, as the owners of said tracts 26 to 35, both inclusive, as well as tract 36, hereby grant to Edward C. Balbin and Marion C. Balbin, doing business as Hillcrest Development, their heirs, personal representatives and assigns, an easement 20 feet wide to install, maintain, repair, remove and replace a main water line, that is 10 feet each side of the centerline of said pipeline, except that the part of said easement which shall be only 10 feet wide, that is 5 feet each side of the centerline of said pipeline, the course and centerline location of which pipeline and easement for the full length thereof as follows: Commencing at the southeast corner of said tract 26, thence along the east boundary of said tract 26, a distance of 5 feet to a point; thence westerly parallel with the south boundary of said tract 26 and 5 feet north thereof, a distance of 356.96 feet to a point on the west boundary of said tract 26 (which easement from the east to the west boundary of said tract 26 is 10 feet wide measured 5 feet north and south from the centerline of the pipeline 5 feet north of the south boundary of said tract 26); then commencing at a point 5 feet north of the south boundary and 151.96 feet west of the south boundary line of said tract 26, thence northerly at right angles to the south boundary line of said tract 26, a distance of 803 feet to a point on the south boundary of tract 34 in said South Garden Creek Acres No. 2; thence westerly along the south boundary of said tract 34, a distance of 175 feet to the southwest corner of said tract 34; thence continuing westerly from the southwest corner of said tract 34 along the westerly extension of the south boundary of said tract 34, a distance of 10 feet to a point; thence northerly and parallel with the west boundary of said tract 34 and 10 feet west thereof, a distance of 100 feet to a point of intersection with the westerly extension of the north boundary line of said tract 34, which point of intersection is 10 feet westerly from the northwest corner of said tract 34; thence westerly in a straight line a distance of approximately 50 feet to the southeast corner of tract 36 in said South Garden Creek Acres No. 2, which also the northeast corner of tract 37 in said South Garden Creek Acres No. 2, (which easement is 20 feet wide measured perpendicularly 10 feet each side from the centerline of said pipeline).

In easement 20 feet wide is also hereby created, established and reserved over and along the following course: Commencing at the southeast corner of tract 26 in said South Garden Creek Acres No. 2, thence westerly along the south boundary of said tract 26, a distance of 181.96 feet to a point on said boundary which is the point of beginning; thence north in a straight line across tracts 26 through 35 in South Garden Creek Acres No. 2 to a point on the north boundary line of tract 35 in South Garden Creek Acres No. 2, which point is 225.37 feet west of the northeast corner of said tract 35, which latter easement is for the installation, maintenance, repair and replacement of any and all other utility lines, poles, wires, guys and pipelines necessary to serve the above described resi-
residential dwelling sites, it being contemplated that since the water line easement was first given to Edward C. Balten and Marion C. Balten, that all other utilities hereafter installed shall be properly installed, maintained and repaired as not to interfere with said water line or the maintenance and repair thereof. John F. Vesey and Wilma L. Vesey, husband and wife, and their heirs, personal representatives and assigns shall have the right to use the surface of the ground over which the water line and other utility easements are granted, created, established and reserved for any purpose that does not interfere with the uses for which such easements are established.

The residential dwelling sites hereinafter described are subject to the covenants, restrictions and charges herein contained to insure the best use and the most appropriate development and improvement of each site; to protect the owner of each and every site against such improper use of surrounding sites governed hereby as would depreciate the value of any site governed hereby; to guard against the erection upon any of said sites of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of each of said sites for one-family dwelling purposes; to encourage and secure the creation of attractive homes therein, with appropriate location thereof on the above described sites; to prevent haphazard and inharmonious improvement of said sites; to secure and maintain proper setbacks from the front boundary line of each of said sites, and adequate free spaces between structures; and in general adequately provide for a high type and quality of improvements upon said sites, and thereby to enhance the value of investments made by purchasers of said sites.

The restrictions, covenants and charges hereinafter set forth are for the benefit of and binding upon John F. Vesey and Wilma L. Vesey, husband and wife, as the owners of said tracts 26 to 35, both inclusive, and the residential dwelling sites within said tracts, and shall pass with said property and each and every one of said residential dwelling sites, and shall apply to and be for the benefit of and binding upon the heirs, personal representatives and assigns of John F. Vesey and Wilma L. Vesey, husband and wife.

The Architectural Control Committee is composed of John F. Vesey, Wilma L. Vesey and F. K. Miracle. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor in writing. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to these covenants. At any time, the then record owners of a majority of the residential dwelling sites affected hereby shall have the power through a duly recorded, written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and related covenants shall be deemed to have been fully complied with.

These covenants, restrictions and charges affect only said tracts 26 to 35, both inclusive, and run with said tracts and be binding on John F. Vesey and Wilma L. Vesey, husband and wife, their heirs, personal representatives and assigns for a period of twenty-five years from the date these covenants are recorded, after which the covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of said sites has been recorded agreeing to change these covenants in whole or in part.
Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate same or any part thereof either to restrain violation, remove the thing constituting a violation or to recover damages.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

It is mutually understood and agreed that said tracts 24 to 47, both inclusive, are released from and no longer subject to or in any manner affected by those certain protective covenants and restrictions made and executed by Harry Yesness on October 29, 1952 and recorded October 31, 1952 in Book 27 of Miscellaneous at page 415 but these covenants shall in no wise affect tracts 24, 25 and 36 to 47, both inclusive, in South Garden Creek Acres No. 2 which shall continue to be subject to said October 29, 1952 Covenants and Restrictions.

The above named and undersigned owners of said tracts 24, 25 and 36 to 47, both inclusive, have joined in this instrument and are parties signatory for the purpose of releasing said tracts 24 to 47, both inclusive, from the effect of said October 29, 1952 covenants and restrictions so that John P. Vesey and Wilma L. Vesey could establish new covenants and restrictions upon said tracts 24 to 47, both inclusive.

Dated at Casper, Wyoming, the 9th day of MARCH

John P. Vesey
Wilma L. Vesey
Owners of Tracts 24 to 47, both inclusive

Roy C. Simpson
Nancy C. Simpson

Ernest H. Sikes
Hazel H. Sikes

Carl H. Beldner
Marguerite Beldner
James L. Hellin

Mary L. Hellin

Charles L. Henin
Marguerite Henin
THE STATE OF WYOMING

COUNTY OF NATRONA

On this 9th day of May 1964, before me personally appeared John P. Vesey and Wilma L. Vesey, husband and wife, Roy L. Simpson and Nancy E. Simpson, husband and wife, Ernest A. Sikes, husband and wife, Hazel B. Sikes, husband and wife, Carl R. Heibucher and Margarette Heibucher, husband and wife, James L. Rollin and Mary V. Rollin, husband and wife, Byrd E. Elwood and Pearl L. Elwood, husband and wife, Gordon L. Mitchell and Jane R. Mitchell, husband and wife, Harry Paszynski and Nola Grace Paszynski, husband and wife, Dan Taggart and Margaret Brock Hanson, husband and wife, Norman F. Olindahl and Elizabeth S. Olindahl, husband and wife, Bayard D. Rea and Elizabeth S. Rea, husband and wife, to me known to be the persons described and who executed the above and foregoing instrument and acknowledged they executed the same as their free acts and deeds.

E. McPherson

Notary Public