



JUL 17 1968  
35 Misc. 244  
9-15-25

BUILDING RESTRICTIONS -- VALLEY HILLS ADDITION  
TO THE CITY OF CASPER, NATRONA COUNTY,  
WYOMING

The undersigned certify that they are the owners of Lots 1 through 479, both inclusive, in Valley Hills Addition to the City of Casper, Natrona County, Wyoming; and that they desire to establish in said addition exclusive residential district wherein the construction and use of dwelling houses shall conform to certain minimum requirements, and so that each home owner in consideration of his compliance with such requirements shall be protected against violation thereof by any home owner.

NOW, THEREFORE, in consideration of the premises, the undersigned do hereby impose upon all of the said Valley Hills 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, 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 a portion 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 sixty-five (65) feet...

2. Prior to the erection of any building on any building plot in said addition, the building plans, specifications and plat 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, 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 May 1, 1968. 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 (25) feet to the front lot line, nor nearer than twelve and a half (12½) feet to any side street line; no building, excepting a detached garage or other out building located seventy-five (75) feet or more from the front lot line shall be located nearer than five (5) feet to any interior lot side line. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building set-back line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line.

Compliments of:  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY 82601 • (307) 237-9486



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 9604(a).

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 Lots 1 through 275 inclusive, in said addition, exclusive of one story open porches and garages, shall be not less than 900 square feet.

The ground floor area of the main structure of any building erected upon Lots 276 through 293 inclusive, in said addition, exclusive of one story open porches and garages, shall be not less than 900 square feet.

The ground floor area of the main structure of any building erected upon Lots 294 through 342 inclusive, in said addition, exclusive of one story open porches and garages, shall be not less than 1000 square feet.

The ground floor area of the main structure of any building erected upon Lots 291 through 293 inclusive, Lots 343 through 356 inclusive, Lots 357 through 361 inclusive, Lots 396 through 404 inclusive and Lots 405 through 411 inclusive, in said addition, exclusive of one story open porches and garages, shall be not less than 1200 square feet.

The ground floor area of the main structure of any building erected upon Lots 389 through 393 inclusive and Lots 412 through 421 inclusive, in said addition, exclusive of one story open porches and garages, shall be not less than 1250 square feet.

The ground floor area of the main structure of any building erected upon Lots 383 through 388 inclusive, Lots 422 through 427 inclusive, Lots 465 through 471 inclusive and Lots 472 through 479 inclusive, in said addition, exclusive of one story open porches and garages, shall be not less than 1300 square feet.

The ground floor area of the main structure of any building erected upon Lots 450 through 457 inclusive and Lots 458 through 464 inclusive, in said addition, exclusive of one story open porches and garages, shall be not less than 1350 square feet.

The ground floor area of the main structure of any building erected upon Lots 362 through 374 inclusive, Lots 375 through 382 inclusive, Lots 428 through 433 inclusive and Lots 434 through 449 inclusive, in said addition, exclusive of one story open porches and garages, shall be not less than 1400 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, cists, 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.

Compilments of:  
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9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one (1) square foot; one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

12. In event a house is turned on a corner lot to face the side street, the setback line at the front of the lot shall be twenty-five (25) feet and the setback line on the side street shall be twenty-five (25) feet.

13. 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. Where a house is turned on a corner lot there shall be no fencing on either the street side or front of said house beyond the side or front of the building.

On all lots abutting on Coffman Avenue whereon the back of the house faces Coffman Avenue, the yard fence in the rear of said lot next to Coffman Avenue shall be ornamental in design and of metal construction, and not higher than four feet in height, and shall conform to the specifications and requirements of the ordinances of the City of Casper. In effect, at such time as said fence is erected as said ordinances pertain to front yard fencing except insofar as said ordinances prohibit front yard fencing.

14. All construction shall be new and building or buildings shall not be moved from outside the subdivision and placed on any lot therein.

15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or recover damages. Invalidity of any one of these covenants by judgment or other order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

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, 1976, at which time said covenants shall be automatically extended for successive periods of twenty (20) years, unless by a vote of the majority of the then owners of said lots in said addition, it is agreed to change these covenants in whole or in part.

And WITNESSES WHEREOF, the parties hereto have set their hands and seals this 14 day of            1959.

VALLEY HILLS COMPANY, a co-partnership consisting of Plaza, Inc., Valley Vista, Inc., Rolling Hills, Inc. and Brentwood Hills, Inc., all Wyoming Corporations

By PLAZA, INC., one of the partners

\_\_\_\_\_  
President

ATTEST:  
\_\_\_\_\_  
Secretary

Compliments of:  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Cantler 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).

STATE OF WYOMING )  
 ) ss  
COUNTY OF NATRONA )

On this 14<sup>th</sup> day of June, 1958, before me personally appeared Paul J. Cote and Lila M. Cote, president and secretary respectively of Plaza, Inc., a Wyoming corporation, one of the partners in VALLEY HILLS COMPANY, to me personally known, who, being by me duly sworn, did say that they are president and secretary respectively of Plaza, Inc., 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 Valley Hills Company by authority of its Board of Directors and said Paul J. Cote and Lila M. Cote acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 14 day of June, 1958.

*[Signature]*  
Notary Public

My commission expires:

1 - 2 - 6 - 1957.

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



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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).

Received: Oct. 14 1958 at 3:30 o'clock P.M.  
In Book 35 of Misc. page 508  
No. 859038

Lou K. Musser  
County Clerk

BUILDING RESTRICTIONS - VALLEY HILLS ADDITION  
TO THE CITY OF CASPER, NATRONA COUNTY  
WYOMING

The undersigned do hereby certify that they are the owners of Lots 1 through #79, inclusive, in Valley Hills Addition to the City of Casper, Natrona County, Wyoming. That heretofore under date of June 18, 1958, the undersigned caused to be recorded in the Office of the County Clerk, Natrona County, Wyoming, certain building restrictions with respect to said Lots 1 through #79, inclusive, of Valley Hills Addition to the City of Casper, Natrona County, Wyoming, which building restrictions are recorded as instrument No. 847525 in Book of Miscellaneous at page 244.

That the undersigned desire to amend said building restrictions in part, in the following manner, to-wit:

1. By amending the third paragraph of paragraph number 6 in said building restrictions heretofore filed by adding a semi-colon after the word "feet", being the last word in said paragraph and adding the following language: "provided, however, that with respect to Lots 310 through 325, inclusive, the ground floor area of the main structure of any building erected thereon shall not be less than 900 square feet." By adding the following paragraph to paragraph number 6: "The ground floor and the second floor area of a one and one-half story house shall be included in determining the ground floor area of the main structure of any building erected on Lots 1 through #79, both inclusive."

That as except as hereby amended, said building restrictions recorded June 14, 1958, in Book 35 of Miscellaneous at page 244 in the Records of the County Clerk, Natrona County, Wyoming, shall remain in full force and effect as therein set forth.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 6th day of October, 1958.

(CORPORATE SEAL)

VALLEY HILLS COMPANY, a co-partnership consisting of Plaza, Inc., Valley Vista, Inc., Rolling Hills, Inc. and Brentwood Hills, Inc., all Wyoming Corporations

By PLAZA, INC., one of the partners  
PAUL J. GOTE  
President

Attest:  
Lilla M. Cote  
Secretary

STATE OF WYOMING }  
COUNTY OF NATRONA }

On this 14 day of October, 1958, before me personally appeared Paul J. Cote and Lilla M. Cote, president and secretary respectively of Plaza, Inc., a Wyoming corporation, one of the partners in Valley Hills Company, to me personally known, who, being by me duly sworn, did say that they are president and secretary respectively of Plaza, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation and that said Valley Hills Company by authority of its Board of Directors and said Paul J. Cote and Lilla M. Cote acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 14 day of October, 1958.  
(SEAL)  
Lucille A. Haneline, Notary Public  
My commission expires Oct. 4, 1960

RESTRICTIONS - Building  
October 14, 1958  
set my  
day  
L. K. Musser



the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed and by authority of said Valley Hills Company.

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

Paula R. Maytubby  
(Notary Public)

My commission expires:

May 12, 1962

Compliments of:  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY 82601 • (307) 237-8488



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