

394145

DECLARATION OF PROTECTIVE COVENANTS FOR THE AMENDED
PLAT OF LOTS 1 THROUGH 7 OF MARSHALL ADDITION TO THE
TOWN, NOW CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

THIS DECLARATION made this day by William D. Gibbs
and Sophia D. Gibbs, husband and wife, and Robert V. Doty and
Bertha J. Doty, husband and wife, hereinafter referred to as
Declarants,

WITNESSETH, THAT:

WHEREAS, the Declarants are the owners of Lots 9
through 13 embraced in the Amended Plat of Lots 1 through 7
of Marshall Addition to the Town, now City of Gillette,
Campbell County, Wyoming, and which is platted and of record
in the office of the County Clerk and Ex-Offfficio Register of
Deeds of Campbell County, Wyoming, said plat by reference
being specifically made a part hereof in all respects as if
fully set forth herein; and

WHEREAS, the Declarants intend to sell Lots con-
tained in said subdivision.

NOW, THEREFORE, the Declarants do declare that all
of said Lots 9 through 13 and portions of said property shall
be held, transferred, sold or conveyed by the Declarants, or
by them contracted to be sold, upon the following express
provisions, reservations, restrictions and covenants (here-
inafter referred to as conditions) each and all of which is
and are for the benefit of said property and for each owner
of the land therein, and shall inure and pass with said
property, and each and every parcel of land therein, and
shall apply to and bind the successors in interest of any
owner thereof, and are imposed pursuant to a general plan
for the improvements of the above described real property.

Said conditions, restrictions, covenants and reservations are imposed upon said above described realty as an obligation or charge against the same for the benefit of each and every lot, tract and parcel therein contained and the owner or owners thereof, and with the right of enforcement vested in the owner or owners of any one or more of the other lots above described, and said conditions, restrictions, covenants and reservations will be imposed upon each and every lot in said above described real estate, and are as follows:

- (1) That said lots shall be used for residence purposes exclusively and that no buildings or structures, other than one-family residences with the customary out buildings, including a private garage, shall be erected, maintained or permitted on any such lot. Except as to Lots No. 13 and No. 11, no residence building shall exceed one story in height and each such residence building shall contain not less than 1800 square feet of floor area. As set forth above, no residence building thereon shall exceed one story in height, except with prior approval of 100% of the undersigned owners or their successors in interest, hereinafter referred to as "approval authority". The persons comprising the approval authority may act through their duly authorized agents in regard to any of the provisions of these protective covenants.
- (2) That no residence or other such building as may be permitted herein erected upon any of said lots shall be erected, maintained or located nearer than 30 feet to the front lot line, nor nearer than 5 feet to any side lot line, except with the prior approval of the approval authority.
- (3) That no buildings, sidewalk curbing or other structure of any nature whatsoever, (unless already so constructed) shall be erected, maintained or permitted on any lot in said addition, or the erection or construction thereof begun thereon, until plans and specifications therefor shall have first been approved in writing by the approval authority. All plans and specifications for any and all buildings, structures, walls, fences and any alterations thereof or additions thereto, and the location thereof, shall be subject to the approval of the approval authority and all such plans and specifications shall be submitted in duplicate to the approval authority

and all such plans and specifications shall be submitted in duplicate to the approval authority and shall show in detail the nature, kind, shape, height, material, color scheme and elevation of each such structure, and shall likewise show in detail, the location thereof, including all out buildings, upon the lot upon which it is to be built, and when specifically requested, the grading plan of the lot to be built on. Such duplicate plans and specifications shall, in each and every case, be complete in detail and no structure of any kind, the plans, elevations, specifications and proposed location of which have not received a written approval of the approval authority and which does not fully comply with such approved plans, elevation, location and specifications, shall be erected, maintained or permitted on any lot in said addition. The work of constructing any residence or structure of any nature whatsoever, shall, at the commencement, be diligently prosecuted or completion thereon in conformity with the conditions herein contained and with the approval of the plans and specifications. The Declarants or approval authority shall not be responsible for any structural defects in said plans or specifications or in any building or structure erected in accordance therewith.

- (4) That no building, nor any out building thereto pertaining while said main building is in the course of construction, or any time prior to its being fully completed as herein required, shall in any manner be occupied, nor shall any residence when completed be in any manner occupied until made to comply with all of the conditions herein set forth. No temporary dwelling of any description whatsoever, including garages or any out building shall be used for residence purposes, nor shall they ever be constructed, placed, maintained or occupied as such dwelling upon any lot in said addition. No dwelling, house, or residence or other building, built or constructed upon any such site, shall be moved to or placed upon any lot in said addition, or upon any portion thereof, except modular homes. The approval authority must approve of the modular home prior to it being moved onto or placed upon any lot in said addition or upon any portion thereof. Only new construction will be allowed. No used buildings and no metal buildings that do not, through their appearance, enhance the environmental surroundings, will be allowed. The approval authority must approve or disapprove structures of this type.
- (5) That no sign of any character, other than one ordinary "For Sale", "For Rent" or "Open for Inspection" sign shall be placed or maintained upon any lot in said addition without the prior

written consent of the approval authority, and in the event any sign or signs shall be erected or maintained upon said premises in violation of these restrictions, said approval authority may, and is hereby authorized to enter upon said premises and to remove all such unauthorized signs.

- (6) That no rubbish or debris of any kind or character shall ever be placed or permitted to accumulate upon a portion of any lot in said addition so as to render said premises unsightly, unsanitary, offensive, or detrimental to any other lot or lots or the occupiers thereof.
- (7) Unless otherwise allowed herein, no derrick or other structure designated for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any lot in said addition, nor shall any machinery, appliances or structure ever be placed, operated, or maintained thereon, the object or purpose of which is to facilitate carrying on with any trade, manufacturing, marketing or store, or the culture of poultry, livestock, dogs, cats or other commercial business of any kind or nature whatsoever. No excavations for stone, sand, gravel or earth shall be made on said property unless such excavation is necessary in connection with the erection of any approved structure thereon.
- (8) That there is never, at any time, to be erected, permitted, maintained or carried upon said realty or any part thereof, any undertaking establishment, crematory, hospital, sanitarium, asylum or institution of like or kindred nature, nor any noxious thing or like trade or any business of any kind whatsoever, nor shall there be at any time permitted to be kept upon said realty, any goats, cows, hogs, horses, chickens, rabbits, nor any other objectionable or noxious farm animal.
- (9) There will be no resubdividing of any lot in the subdivision, which would interfere with the requirements and limitations as to the construction of improvements.
- (10) The approval authority shall have the right to vary the limitations provided by these restrictions and covenants to the extent of 10% of the requirements, and shall have the right to enforce these covenants.
- (11) Easements and rights of way as shown on the recorded plat are hereby reserved for public utilities in this subdivision for wires, pipes, and conduits for heating, lighting, electricity, gas, telephones, sewer, water or other public or quasi public utility service purposes, to-

gether with the right of ingress, egress and
aggress at any time for the purpose of further
construction and repair. All streets shown on
the recorded plat are dedicated to the public.

- (12) These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of 100% of the lots in the amended plat of Lots 1 through 7 of Marshall Addition to the Town, now City of Gillette, Campbell County, Wyoming.
- (13) These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 100% of the then owners of the lots has been recorded, which instrument sets forth the changes in said covenants in whole or in part or which instrument terminates the declaration of protective covenants.
- (14) All utilities in the subdivision (addition) will be placed underground.
- (15) No property owner shall place upon his premises, swimming pool filter tanks, fuel oil tanks or similar tanks which may be visible from the street. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the street or from adjoining tracts. Protective enclosures to screen the above must be approved by the approval authority as a part of the plans for the improvements to be located on the property. No towers or radio or television antennae higher than 20 feet above the highest roof line of the dwelling house shall be erected and all such towers and antennae must be attached to the dwelling house.
- (16) All exterior lighting and standards must be approved by the approval authority.
- (17) The approval authority shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein. Written notice of such violation or failure shall be directed to the violator who shall have ten (10) days after receipt of the said notice to correct the violation. If said violation is not so corrected, the approval authority may re-enter and take possession of the violator's premises and correct the violation. In addition, damages may be assessed against the violator at the rate of \$25.00 per day for each day the violation continues after the ten (10) day notice; said damages are to be paid to the undersigned Declarants, and later to be paid to the approval authority. In the event suit is required to

enjoin the violation of any of the covenants contained herein, violater in addition to any of the other penalties provided herein, or which may be assessed by a Court, shall be liable for all attorney's fees and costs incurred by the approval authority in bringing such action.

- (18) In the event any one of the covenants or restrictions contained herein is invalidated by a Judgment or Court Order, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have executed this Declaration of Protective Covenants for the Amended Plat of Lots 1 through 7 of Marshall Addition to the Town, now City, of Gillette, Campbell County, Wyoming, this 12 day of April, 1975.

William D. Gibbs
William D. Gibbs
Sophia D. Gibbs
Robert V. Doty
Bertha J. Doty
DECLARANTS

STATE OF WYOMING)
) SS
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by William D. Gibbs and Sophia D. Gibbs, husband and wife, and Robert V. Doty and Bertha J. Doty, husband and wife this 12 day of April, 1975.

Witness my hand and official seal.

ANNA L. CARSON - Notary Public
County of Campbell State of Wyoming
My Commission Expires Mar. 30, 1977

Anna L. Carson
Notary Public

My Commission expires: March 30, 1977

STATE OF WYOMING } ss.
Campbell County 30th
Filed for record this 30th day of May 1975 at 3:06 P M. and recorded in Book 321
of Photos on page 410 Fees \$ 7.50
By Linnie N. Whitlaugh
County Clerk and Ex-Officio Register of Deeds Deputy
RECORDED
ABSTRACTED
INDEXED
CH...