

336406

## BUILDING RESTRICTIONS-NORTHWEST ADDITION (PART)

SKYLINE RANCH HOMES COMPANY, a Wyoming corporation.

The undersigned certify that they are the owners of Lots 1 through 8 Block 1; Lots 1 & 2 Block 2; Lots 1, 9, & 10 Block 3; Lots 1 through 16 Block 4; Lots 1 through 8 Block 5; and Lot 1 Block 6 in Northwest Addition to the City of Gillette, Campbell 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 afore-mentioned lots in Northwest Addition to the City of Gillette, Campbell County, Wyoming, the following protective covenants, 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, 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 60 feet.
- 2) Prior to the erection of any building on any building plot in such addition, the building plans, specifications and plat plans showing the location of such building shall be submitted to a committee composed of Charles Lewton, Jean Lewton, and Tom Lubnau, 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 and as to required square footage. 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 30 days, such approval shall not be required. Neither the members of said committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee shall cease on and after May 1, 1979. After said latter date, the approval described in this paragraph shall not be required 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 25 feet to the front lot line, nor nearer than 12 1/2 feet to any side street line, no building, excepting a detached garage or other out building located 75 feet or more from the front lot line shall be located nearer than 5 feet to any interior lot side line. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

4) No store, shop, repair shop, storage or repair garage, restaurant, dance hall, or other public place of amusement or any similar business of 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 afore mentioned lots, in said addition, exclusive of one story porches and garages, shall be not less than 800 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, tanks, 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) 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.

9) No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than 1 square foot; one sign of not more than 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.

10) 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.

11) In event a house is turned on a corner lot to face the side street, the set back line of the front of the lot shall be 25 feet and the set back line of the side street shall be 25 feet.

12) 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 beyond the side or front of the building.

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

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

15) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept 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.

16) No individual watersupply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of City of Gillette. Approval of such system as installed shall be obtained from such authority.

17) No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of City of Gillette. Approval of such system as installed shall be obtained from such authority.

18) 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.

19) No truck, bus, trailer, or machine (not including Pickup trucks or autos) may be parked on any street in the subdivision except for loading or unloading within a reasonable time. No unlicensed vehicle or unuseable vehicle may be parked on any street, lot or alley at any time.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 17th day of April, 1969.

Skyline Ranch Homes Incorporated,  
a Wyoming corporation

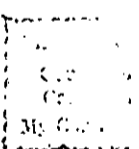
*[Signature]*  
President

THE STATE OF WYOMING  
County of Campbell

On this 17th day of April, 1969, before me personally appeared Charles Lewton to me personally known, who, being by me duly sworn, did say that he is the President of Skyline Ranch Homes Incorporated, 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 on behalf of said corporation by authority of its Board of Directors and said Charles Lewton acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires on the 11 day of           , A.D. 1970.  
Given under my hand and notarial seal this 17 day of           , A.D. 1970

*[Signature]*  
Notary Public



INDEXED ✓  
CHECKED ✓

STATE OF WYOMING  
Campbell County

Filed for record this 9th day of January, A.D. 1970 at 1:32 o'clock P. M. and recorded in Book 183  
of Photos on page 486 Fees \$ 5.25

*[Signature]*  
County Clerk and Ex-Officio Register of Deeds

By *[Signature]*  
Deputy

TARVER RANCH COMPANY, INC., A Wyoming Corporation

The undersigned certify that they are the owners of Lots 3 through 8, Block 2; Lots 2 through 8 and Lots 11 through 16, Block 3 and Lots 2 through 8, Block 6 in Northwest Addition to the City of Gillette, Campbell County, Wyoming; and that they desire to establish in said addition exclusive residential district wherein the construction and use on 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 afore-mentioned lots in Northwest Addition to the City of Gillette, Campbell County, Wyoming, the following protective covenants, 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, 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 60 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 Charles Lewton, Jean Lewton, and Tom Lubnau, 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 topograph and finished ground elevation and as to required square footage. 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 30 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, 1970. After said latter date, the approval described in this paragraph 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 25 feet to the front lot line, nor nearer than 12½ feet to any side street line, no building, excepting a detached garage or other out building located 75 feet or more from the front lot line shall be located nearer than 5 feet to any interior lot side line. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

(4) No store, shop, repair shop, storage or repair garage, restaurant, dance hall, or other public place of amusement or any similar business of 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 aforementioned lots, in said addition, exclusive of one story open porches and garages, shall be not less than 800 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, tanks, 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

(8) 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.

(9) No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than 7 square feet; one sign of not more than 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.

(10) 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.

(11) In event a house is turned on a corner lot to face the side street, the set back line of the front of the lot shall be 25 feet and the set back line of the side street shall be 25 feet.

(12) 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 yard fencing beyond the side or front of the building.

(13) All construction shall be new and building or buildings shall not be moved from outside this subdivision and placed on any lot therein.

(14) 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. Invalidation 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.

(15) Not lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept 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.

(16) No individual watersupply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of City of Gillette. Approval of such system as installed shall be obtained from such authority.

(17) No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of City of Gillette. Approval of such system as installed shall be obtained from such authority.

(18) 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.

(19) No truck, bus, trailer, or machine (not including pickup trucks or autos) may be parked on any street in the subdivision except for loading or unloading within a reasonable time. No unlicensed vehicle or unuseable vehicle may be parked on any street, lot or alley at any time.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 16<sup>th</sup> day of January, 1970.

Tarver Ranch Company, Inc.  
A Wyoming corporation.

Ethel Throne  
President

STATE OF WYOMING  
County of Campbell

On this 16th day of January, 1970, before me personally appeared Ethel Throne to me personally known, who, being by me duly sworn, did say that she is the President of Tarver Ranch Company, Inc., 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 on behalf of said corporation by authority of its Board of Directors and said Ethel Throne acknowledged said instrument to be the free act and deed of said corporation.

My commission expires on the 17th day of April, A.D. 1977  
Given under my hand and notarial seal this 16th day of January, 1970.

ANDREW SEMSEY - Notary Public  
County of Campbell State of Wyoming  
Commission expires April 17, 1973

Andrew Semsey  
Notary Public