

320095

ORDINANCE NO. 559

AN ORDINANCE PROVIDING FOR THE REPEAL OF ORDINANCE NO. 475  
AND RE-ENACTING SAID ORDINANCE AS HEREINAFTER SET FORTH

WHEREAS, the Town Council of the Town of the City of  
Gillette, Wyoming, did enact Ordinance No. 475 which was an  
ordinance providing for the extension of the boundaries of  
the Town of the City of Gillette, and

WHEREAS, said Ordinance as enacted, contained a typo-  
graphical error in that said Ordinance described a portion of  
the land annexed as the  $S\frac{1}{2}NW\frac{1}{4}$ , which should have properly  
been  $S\frac{1}{2}NE\frac{1}{4}$ .

THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE  
TOWN OF THE CITY OF GILLETTE, WYOMING, that Ordinance No. 475  
be and the same is hereby repealed, and

Section 1. That pursuant to the petition filed with  
the Town Council of the Town of the City of Gillette, Wyoming,  
and the hearing had thereon, there is hereby annexed to and  
included in the boundaries of the Town of the City of Gillette,  
Wyoming, a tract of land lying and being in the  $S\frac{1}{2}NE\frac{1}{4}$  and  
the  $E\frac{1}{2}SE\frac{1}{4}$  of Section 21 in T 50 N., R 72 W, 6th P.M., Camp-  
bell County, Wyoming;

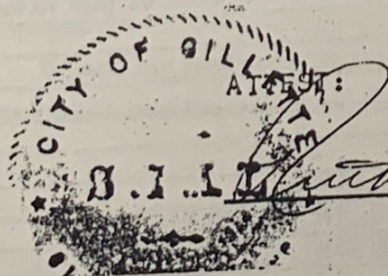
Section 2. That all previous ordinances defining the  
boundaries of the said Town of the City of Gillette, Wyoming,  
shall be, and the same are hereby amended to include the areas  
herein described, and all ordinances or parts of ordinances in  
conflict with this ordinance are hereby replaced;

Section 3. The property shall be zoned as "R-1" Single-  
Family Dwelling District;

Section 4. It appearing that an emergency exists, and  
the Town Council so finds and declares this Ordinance shall be  
in full force and effect from and after the passage, approval  
and the publication of its title.

ADOPTED AND PASSED this 6th day of January,  
1969.

W. H. Swenson  
Mayor



Town Clerk

320095

ORDINANCE #559

Town of the City of Gillette

to

The Public

STATE OF WYOMING } ss.  
CAMPELL COUNTY }

Filed for record this 7th  
day of April A. D. 19 69  
at 9:40 o'clock A. M., and  
recorded in book 166 of  
Photos 69. on page

Yvonne I. Hayden  
Deputy

Fees \$ 2.00

RECORDED

ALSO NOTED

INDEXED

CHECKED



## BUILDING RESTRICTIONS-NORTHWEST ADDITION EXTENSION

SKYLINE RANCH HOMES COMPANY, a Wyoming corporation.

The undersigned certify that they are the owners of Lots 1 through 37 of the Northwest Addition Extension 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 to hereby impose upon all of the aforementioned lots in the Northwest Addition Extension 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, Thaddeus Walker and Leon W. Harwood, 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 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 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  $12\frac{1}{2}$  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 aforementioned lots, in said addition, exclusive of one store 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 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 any person or persons violating or attempting to violate any covenant, either to restrain violation or recover damage. 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) 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 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.
- 17) No individual water supply 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 15 day of July, 1970.

SKYLINE RANCH HOMES, INC.  
a Wyoming Corporation

Charles Lewton  
President

STATE OF WYOMING }

County of Campbell }

On this 15 day of July, 1970, 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, 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 Charles Lewton acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 15 day of July, A.D. 1970. My Commission expires on the 12 day of Nov, 1972.

EILEEN SUCHOR - Notary Public  
County of Campbell State of Wyoming  
My Commission Expires Nov. 12, 1972

Eileen Suchor  
Notary Public

STATE OF WYOMING }

Campbell County }

ss.

342935

Filed for record this 11th day of August A. D., 19 70 at 10:06 o'clock A. M. and recorded in Book 20  
of Photos on page 253. Fees \$ 5.00

Gronnel D. Hayden  
County Clerk and Ex-Officio Register of Deeds

By Jeanette L. L...  
Deputy

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

THE HILL COMPANY, SHERIDAN 127621