

RECORDED JUNE 21, 1958, BK 102 PG 379  
NO. 377854, B. D. HUME, COUNTY CLERK

PROTECTIVE COVENANTS FOR  
DEVELOPMENT OF WELTON SUBDIVISION

Original

Part A. Preamble -

We, the undersigned, Lowell Welton and Hazel Welton, husband and wife, entirety estate and fee owners of the following described real property now duly platted as "Welton Subdivision", Sheridan County, Wyoming, as said Plat is recorded in Plat Book 2, at page 42, in the office of the County Clerk and Ex-Officio Register of Deeds of Sheridan County, Wyoming, hereby make the following declarations as to limitations, restrictions and uses to which the Lots and/or tracts, or parts of tracts, constituting said Subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all said real estate, as provided by law, excepting tract one (1), Ten (10) and Eleven (11), of said Subdivision, and shall be binding on all parties and all persons claiming under them and for the benefit of and limitations upon all future owners of said Subdivision, this declaration of restrictions being designed for the purpose of keeping said Subdivision desirable, uniform and suitable in architectural design and use as herein specified.

Part B. Area of Application -

Fully Protected Residential Area, to-wit, The residential area covenants in their entirety shall apply to Tracts 2 to 9 inclusive, divided into plots of one acre more or less which are tentatively described as follows -

- Tract 2 - E $\frac{1}{2}$ E $\frac{1}{2}$ , W $\frac{1}{2}$ E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$  & W $\frac{1}{2}$ W $\frac{1}{2}$ ; (consecutively Plots 1 to 4);
- Tract 3 - E $\frac{1}{2}$ E $\frac{1}{2}$ , W $\frac{1}{2}$ E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$  & W $\frac{1}{2}$ W $\frac{1}{2}$ ; (consecutively Plots 5 to 8);
- Tract 4 - East 155 feet of East 310 feet, West 155 feet of East 310 feet, East 155 feet of West 350 feet, West 195 feet of West 350 feet subject to 40 foot lane on West side; (consecutively Plots 9 to 12);
- Tract 5 - East 160 feet of East 320 feet, West 160 feet of East 320 feet, South 155 feet of West 300 feet, North 155 feet of West 300 feet; (Plots 13 to 16);
- Tract 6 - North 116 $\frac{2}{3}$  feet, Middle 116 $\frac{2}{3}$  feet, South 116 $\frac{2}{3}$  feet; (consecutively Plots 17 to 19);
- Tract 7 - North 110 feet, Middle 110 feet, South 110 feet, (consecutively Plots 20 to 22);
- Tract 8 - North 103 $\frac{1}{3}$  feet, Middle 103 $\frac{1}{3}$  feet, South 103 $\frac{1}{3}$  feet, (consecutively Plots 23 to 25);
- Tract 9 - North Half (137.5 feet), South Half (137.5 feet), (consecutively Plots 26 & 27).

## Part C. Area Covenants -

1. No tract or Plot shall be used except for residential purposes and facilities necessary for use of suburban property. No building shall be erected, altered, placed, or permitted to remain on any plot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars, and facilities approved by architectural control committee.
2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D.
3. No dwelling shall be permitted on any lot at a cost of less than \$8,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 the main structure, exclusive of one-story open porches and garages, shall be not less than 720 square feet for a one-story dwelling, nor less than 720 square feet for a dwelling of more than one story.
4. No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 25 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 35 feet or more from the minimum building setback line. No dwelling shall be located on an interior lot nearer than 25 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.
5. No dwelling shall be erected or placed on any lot having a width of less than 103 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 45,000 square feet.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. Water Supply. 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 state public health authority. Approval of such system as installed shall be obtained from such authority.

8b. Sewage-Disposal. 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 state public health authority. Approval of such system as installed shall be obtained from such authority.

9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

#### Part D. Architectural Control Committee.

1. The architectural control committee is composed of three, namely, Lowell Welton, Hazel Welton and Donald Welton, address of all is Sheridan, Wyoming. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or resotre to it any of its powers and duties.

2. Procedure. The committee's approval or disapproval is 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 the related covenants shall be deemed to have been fully complied with.

#### Part E. General Provisions.

1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement. 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 to recover damages.

3. Severability. Invalidation of any 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.

IN WITNESS WHEREOF we have this 6 day of JUNE, 1955, signed our names.

Lowell Welton

Lowell Welton

Hazel Welton

Hazel Welton



The State of Wyoming)  
: ss  
County of Sheridan )

On this 6 day of JUNE 1955, before me appeared Lowell Welton and Hazel Welton, to me personally known, who, being by me duly sworn, did say that they executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes therein set forth.

Given under my hand and Notarial seal this 6 day of JUNE, 1955

Don Eckerson

My commission expires May 10-1957

notary public