

Number - - - 87086A Eileen Butler - Campbell County Clerk.

DECLARATION OF RESTRICTIVE COVENANTS  
FOR THE McCANN HEIGHTS ADDITION  
TO THE TOWN OF THE CITY OF GILLETTE, WYOMING

WHEREAS, Glen O. Buckingham and Robert D. Buckingham have caused to be platted certain lands lying in the Town of the City of Gillette, Campbell County, Wyoming, described as follows:

McCann Heights Addition to the Town of the City of Gillette, consisting of Lots 1 through 21 inclusive, and Lot 37, Block 1; and Lots 1 through 14 inclusive, Block 2,

as shown by that certain plat on file in the office of the County Clerk and Ex-Officio Recorder of Deeds, in Book 1 of Plates, Page , in and for Campbell County, Wyoming; and

WHEREAS, all lots in said McCann Heights have been or will be sold subject to the building restrictions set forth below, and

WHEREAS, said Glen O. Buckingham and Robert D. Buckingham intend that all deeds hereinafter conveying lots and property of said McCann Heights shall be subject to the covenants, restrictions, and charges herein which shall inure to the benefit of each and all purchasers thereof, their heirs, successors, administrators, and assigns:

NOW THEREFORE, THIS INDENTURE WITNESSETH, that the said Glen O. Buckingham and Robert D. Buckingham do hereby impose and charge all the lots and parcels of said McCann Heights hereafter conveyed with the following covenants and restrictions, to-wit:

(1) LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

(2) DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$12,000.00 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 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 open porches and garages, shall not be less than 720 square feet for a dwelling of more than one story, nor less than 360 square feet for a one-story dwelling.

(3) BUILDING LOCATION. No dwelling shall be located on any lot nearer than twenty-five feet to the front lot line nor nearer than fifteen feet to the side street line. No dwelling shall be located nearer than five feet to an interior lot line. For the purpose of this covenant, eaves and steps shall not be considered as a part of the dwelling and structure provided, however this shall not be construed to permit any portion of eaves and steps on a lot to immerge upon another lot.

(4) DETACHED GARAGE LOCATION. No detached garage shall be permitted to be closer than five feet to an adjacent property line.

(5) LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than sixty feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet.

(6) NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(7) TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

(8) SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five 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.

(9) LIVESTOCK AND POULTRY. 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.

(10) GARBAGE AND REFUSE DISPOSAL. 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 conditions. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(11) FENCES, HEDGES, SHEDS, AND MISCELLANEOUS. No fence, wall, or solid hedge shall be constructed or planted in the front yard area of any lot. No sheds, dog pens, or unused house trailers shall be constructed, moved upon, or stored in the front yard area of any lot. No person shall place or erect upon his, hers, their or its front yard property extremely ornate fences, gates or ornaments such as fences constructed from bowling pins or from Buggy wheels or lawn decorations consisting of wooden or metal ducks, geese and deer and similar ornaments which may offend the taste of property owners. The front yard area shall be defined for the purposes of this paragraph as that property between the building line fronting the street and the street line. Provided however,

there shall be maintained along the rear lot line of lots 1 through 10 of Block 1 of the above described Addition, inclusive, during the term of these covenants and restrictions, as hereinafter set forth, protective screening consisting of a Caragana hedge. For purposes of this paragraph 11 of these covenants and restrictions, the front of said Lots 1 through 10 of Block 1 shall be defined as the linear line fronting Circle Drive and the rear of said lots shall be the linear line of Lots 1 through 5, inclusive, facing in a northerly direction, as well as the linear line of Lots 5 through 10, inclusive, facing in an easterly direction.

(12) SITE DISTANCE AT INTERSECTIONS. In any event, no fence, wall, tree, hedge, or shrub planting which obstructs site lines shall be placed or permitted to remain on any corner lot which forms a safety hazard to pedestrians or vehicular traffic.

(13) MINERAL EXPLORATION. No owner, successor or assign, nor any lessee or agent of any owner, successor or assign shall enter upon or conduct upon the lands described within these covenants and restrictions for the purpose of exploring (including by way of example, but not by way of limitation, geological and geophysical operations), mining, or removing any oil, gas or other minerals, including sand, gravel, hydrocarbon substances, non-fissionable or fissionable materials.

(14) ARCHITECTURAL CONTROL. 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 set back line unless similarly approved.

The Architectural Control Committee is composed of Robert O. Buckingham, Rapid City, South Dakota, Glen O. Buckingham, Rapid City, South Dakota, and O. C. Dinkins, Sundance, 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 restore to any of its powers and duties.

The committee's approval or disapproval as 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.

(15) TERM. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the said covenants in whole or in part.

(16) ENFORCEMENT. Enforcement of these covenants and restrictions 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.

(17) SEVERABILITY. 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.

IN WITNESS WHEREOF, said Glen O. Buckingham and Robert D. Buckingham have caused these presents to be executed this 30 day of July, 1965.

IN PRESENCE OF

BUCKINGHAM WOOD PRODUCTS, INC.

Glen O. Buckingham

Glen O. Buckingham  
Glen O. Buckingham

Robert D. Buckingham

Robert D. Buckingham  
Robert D. Buckingham

STATE OF WYOMING

County of Campbell

On this 30th day of July, 1965, before me a Notary Public, within and for said County, personally appeared Glen O. Buckingham and Robert D. Buckingham, to me personally known to be the persons described in, and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My Commission expires:  
October 22, 1968

Thomas E. Smith  
Notary Public

**DECLARATION OF RESTRICTIVE COVENANTS  
FOR THE McCANN HEIGHTS ADDITION  
TO THE TOWN OF THE CITY OF GILLETTE, WYOMING**

WHEREAS, Glen O. Buckingham and Robert D. Buckingham have caused to be platted certain lands lying in the Town of the City of Gillette, Campbell County, Wyoming, described as follows:

Lots 22 through 24 inclusive of Block 1, Lots 15 through 27 inclusive of Block 2 and Lots 1 through 23 inclusive of Block 3 of McCann Heights Addition to the Town of the City of Gillette

as shown by that certain plat on file in the office of the County Clerk and Ex-Officio Recorder of Deeds, in Book 1 of Plats, Page 94, in and for Campbell County, Wyoming; and

WHEREAS, all lots in said McCann Heights have been or will be sold subject to the building restrictions set forth below, and

WHEREAS, said Glen O. Buckingham and Robert D. Buckingham intend that all deeds hereinafter conveying lots and property of said McCann Heights shall be subject to the covenants, restrictions, and charges herein which shall inure to the benefit of each and all purchasers thereof, their heirs, successors, administrators, and assigns:

NOW THEREFORE, THIS INDENTURE WITNESSETH, that the said Glen O. Buckingham and Robert D. Buckingham do hereby impose and charge all the lots and parcels of said McCann Heights hereafter conveyed with the following covenants and restrictions,

to-wit:

(1) LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

(2) DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$16,000.00 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 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 open porches and garages, shall not be less than 720 square feet for a dwelling of more than one story, nor less than 864 square feet for a one-story dwelling.

(3) **BUILDING LOCATION.** No dwelling shall be located on any part nearer than twenty-five feet to the front lot line nor nearer than fifteen feet to the side street line. No dwelling shall be located nearer than five feet to an interior lot line. For the purpose of this covenant, eaves and steps shall not be considered as a part of the dwelling and structure provided, however this shall not be construed to permit any portion of eaves and steps on a lot to immerge upon another lot.

(4) **DETACHED GARAGE LOCATION.** No detached garage shall be permitted to be closer than five feet to an adjacent property line.

(5) **LOT AREA AND WIDTH.** No dwelling shall be erected placed on any lot having a width of less than sixty feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet.

(6) **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(7) **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

(8) **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five 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.

(9) **LIVESTOCK AND POULTRY.** 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.

(10) **GARBAGE AND REFUSE DISPOSAL.** 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 conditions. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(11) **FENCES, HEDGES, SHEDS, AND MISCELLANEOUS.** No fence, wall or solid hedge shall be constructed or planted in the front yard area of any lot. No sheds, dog pens, or unused house trailers shall be constructed, moved upon, or stored in the front yard area of any lot. No person shall place or erect upon his, hers, their or its front yard property extremely ornate fences, gates or ornaments such as fences constructed from bowling pins or from buggy wheels or lawn decorations consisting of wooden or metal ducks, geese and deer and similar ornaments which may offend the taste of property owners. The front yard area shall be defined for the purposes of this

paragraph as that property between the building line fronting the street and the street line.

(12) SITE DISTANCE AT INTERSECTIONS. In any event, no fence, wall, tree, hedge, or shrub planting which obstructs site lines shall be placed or permitted to remain on any corner lot which forms a safety hazard to pedestrians or vehicular traffic.

(13) MINERAL EXPLORATION. No owner, successor or assign, nor any lessee or agent of any owner, successor or assign shall enter upon or conduct upon the lands described within these covenants and restrictions for the purpose of exploring (including by way of example, but not by way of limitation, geological and geophysical operations), mining, or removing any oil, gas or other minerals, including sand, gravel, hydrocarbon substances, non-fissionable or fissionable materials.

(14) ARCHITECTURAL CONTROL. 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 set back line unless similarly approved.

The Architectural Control Committee is composed of Robert D. Buckingham, Rapid City, South Dakota, Glen G. Buckingham, Rapid City, South Dakota, and Robert F. Barlow, Gillette, 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 restore to it any of its powers and duties.

The committee's approval or disapproval as 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.

(15) VEHICLES. Vehicles of size larger than the now standard American manufactured motor car, vehicles the primary use of which is other than the transportation of passengers not for hire, vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers, boats and boat trailers, tractors and trailers shall not be parked on the streets or any of the front portions (within 40 feet of the street right-of-way) of any lot or lots for a continuous period of more than 48 hours. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative.

(16) TERM. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the said covenants in whole or in part.

(17) ENFORCEMENT. Enforcement of these covenants and restrictions 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.

(18) SEVERABILITY. 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.

IN WITNESS WHEREOF, said Glen O. Buckingham and Robert D.

Buckingham have caused these presents to be executed this 28 day of October, 1969.

BUCKINGHAM WOOD PRODUCTS, INC.

*Glen O. Buckingham*  
Glen O. Buckingham

*Robert D. Buckingham*  
Robert D. Buckingham

STATE OF SOUTH DAKOTA )  
County of Pawnee ) ss.

The foregoing instrument was acknowledged before me this

28 day of October, 1969.

Witness my hand and official seal.



My Commission expires:  
JAN. 2, 1975

*M. Sandine*  
Notary Public

STATE OF WYOMING )  
Campbell County ) ss. 334556

Filed for record this 7th day of November A. D. 1969 at 2:14 o'clock P. M. and recorded in Book 180 of Photos on page 194 Fees \$ 5.00

*Ernest Hayden*  
County Clerk and Ex-Officio Register of Deeds

By \_\_\_\_\_  
Deputy

CHECKED