

**RESTRICTIVE COVENANTS
FOR LOTS 1, 2, 3, 4, 5, 6 AND 7, BLOCK 2 OF THE ELLIS SUBDIVISION OF
CORDINGLY ADDITION AND VACATED PORTION OF BLOCK 5 OF THE
THIRD ADDITION NOW KNOWN AS THE BOBCAT SUBDIVISION
UPTON, WESTON COUNTY, WYOMING**

WHEREAS, the Town of Upton, Wyoming, is the sole owner of the following-described real property in Weston County, Wyoming, and

WHEREAS, the Town of Upton, Wyoming desires to place certain restrictive covenants on this real property for the betterment of the health, safety and welfare of the owners and occupants of said property,

NOW, THEREFORE, the Town of Upton, Wyoming, hereby makes the following declarations as to the limitations, restrictions and uses to which the following-described real property may be put, declaring that these limitations, restrictions and uses shall constitute covenants that run with the land as provided by law and shall be binding upon all owners of said real property and those claiming under them, for the benefit of and limitation upon all present and future owners thereof, this declaration of restrictive covenants being for the purpose of keeping and maintaining use and development of the following described real property desirable, uniform and suitable in architectural design and use as specified herein.

I

The real property covered by these restrictive covenants is as follows:

Lots 1 through 7, Bobcat Subdivision of Cordingly Addition and Vacated Portion of Block 5, Third Addition, Town of Upton, Weston County, Wyoming.

II

This real property shall be used for residential dwelling purposes. An owner may erect a private garage or utility storage building following construction of a residential dwelling.

III

This real property may not be subdivided, separated, split or otherwise severed to create two or more tracts of land. One individual or entity may purchase more than one (1) lot in the subdivision however the time and building restrictions shall apply to all lots regardless if owned by one or more individuals.

IV

All buildings used as a family dwelling must be of new construction. Dwellings shall face the street to which the real property is adjacent. Dwellings shall meet the requirements of the uniform building code as adopted by the Town of Upton, Wyoming. The exterior of the dwelling may be of brick, brick veneer, wood type siding or of approved metal siding designed for residential type uses. All construction must be approved by the Planning Board and the City Superintendent.

V

There shall be no barbed, smooth or woven wire fences of the type normally used for livestock containment. Fences shall conform to the style of the residence; they may be constructed of wood, iron or vinyl. Fences constructed of wood may be planks, poles or ornamental wood. Fences constructed of iron may be pipe or wrought iron. Wire fencing material if used at all shall be chain link fence.

The property owner is not obligated to construct a fence around the perimeter of his property. If, however, the owner desires to fence his property, the fence across the front of the real property must be to the above specifications.

VI

No noxious or offensive activities shall be carried on the real property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Property is to be kept clean, neat and orderly at all times.

VII

No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on the real property at any time as a residence, either temporarily or permanently.

VIII

At no time shall non-operable vehicles, machinery or equipment of any type be parked or placed upon the real property. The owner or owners shall not park or place or allow to be parked or placed upon the real property, machinery or equipment other than machinery or equipment to be used to construct buildings and utilities. All machinery or equipment used for construction of building and utilities must be removed within thirty days of completion of the construction. All recreational vehicles including motor homes, camp trailers, campers, boats, all-terrain vehicles, snowmobiles, dirt bikes, etc. must be stored and kept off road.

IX

The ground surface in all parts of the real property shall be graded and equipped to drain all surface water in a safe, efficient, erosion-free manner which will not cause hardship for any adjacent property owner. The owner shall install municipal water and sewer lines and electric service lines to the property suitable for residential purposes. Both the landscaping and the installation of utilities shall be completed within one year from the date of the quitclaim deed. This obligation shall apply even if the owner is not the original purchaser of the real property from the Town of Upton. Owner shall permit the Town of Upton to inspect the property during landscaping and utility installation.

X

Every person having any right, title, or interest in any real property in Bobcat Subdivision shall have the right to prevent or stop violation of any of these covenants, by injunction or other lawful procedure, and to recover any damages resulting from such violation as provided by law.

XI

No commercial business shall be allowed to operate or occur upon the lots within the subdivision. However, the Upton Town Council, in their sole discretion, may authorize other traditional home-based businesses such as, but not limited to, daycares, accounting, computer-based business and crafting businesses.

XII

The owner of this real property, other than the Town of Upton, Wyoming, shall begin construction of a residential dwelling that meets the requirements of these restrictive covenants, no later than one year from the date of conveyance of the real property from the Town of Upton, Wyoming to any person, corporation or entity. This date of conveyance shall be the date of the deed from the Town of Upton, Wyoming, to the person, corporation, or entity. This obligation shall apply even if the owner is not the

original purchaser of the real property from the Town of Upton. Once the lot is conveyed by the Town of Upton this one-year time period begins. Any application for an extension of this must be approved by both the Town of Upton Planning Board and the Upton Town Council in writing. Should the owner of real property, other than the Town of Upton, Wyoming, fail to comply with the requirements of this paragraph the owner or owners agree to deed back to the Town of Upton all lots and the Town will reimburse the owner all consideration paid.

XIII

Invalidation of any one or more of these covenants or conditions by court judgment or order shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

These covenants were approved by the governing body of the Town of Upton, Wyoming, on the 21 day of May, 2024.

Town of Upton, Wyoming:

By: Nicholas Trandahl
Nicholas Trandahl, Mayor

Attest: Kelley Millar
Kelley Millar, Clerk/Treasurer

STATE OF WYOMING)
 ss
COUNTY OF WESTON)

The foregoing instrument was acknowledged before me by Nicholas Trandahl, Mayor of the town of Upton, Wyoming, this May 22 day of 2024.

Witness my hand and official seal.

Kelley Millar
Notary Public

My commission expires: 8-25-2029

