

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
TARA MINOR SUBDIVISION  
Sheridan County, Wyoming**

**THIS DECLARATION** made this 23<sup>rd</sup> day of June, 2005, by Kenneth A. Anderson, as Trustee of The Kenneth A. Anderson Revocable Trust, dated October 24, 2000, hereinafter referred to as Declarant.

**RECITALS**

**WHEREAS**, Declarant is the owner of certain real property in Sheridan County, Wyoming, which is more particularly described as set forth in the Tara Minor Subdivision plat as filed in Plat Book T, Page 24 on the 21<sup>st</sup> day of June, 2005, with the County Clerk of Sheridan County, Wyoming.

**NOW, THEREFORE**, Declarant hereby declares that all of the property described and referred to in the above plat shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarant subject to the following express conditions, provisions, reservations, restrictions, servitudes and covenants (hereafter referred to as "covenants"). Each and every covenant is for the benefit of the entire Subdivision and for the benefit of each owner of land therein as well as all land in Section 28, Township 55 North, Range 84 West, 6<sup>th</sup> P.M., and owned by the Declarant. These covenants shall run with the land and inure and pass with this property in each and every parcel of land therein. These covenants shall be binding on all owners of land in this Subdivision and their successors in interest, regardless of how that interest is acquired. This includes, but is not limited to, adverse possessors, lessees and purchasers at mortgage foreclosure sales. These covenants are imposed pursuant to a general plan for the improvement and benefit of Tara Minor Subdivision.

**ARTICLE I.**

**Use and Other Restrictions.**

- (1) No re-subdivision of any block/lot shall be permitted, as expressly restricted on the deed of each block.
- (2) No block/lot within the Subdivision shall be split, as expressly restricted on the deed of each block/lot.
- (3) All lands, buildings, structures, fences, and other improvements shall always be maintained and kept in good repair.
- (4) Additional restrictions or covenants not in conflict with the covenants herein may be made by appropriate provision in any contract or deed for sale or conveyance of a block/lot. Such additional restrictions shall inure to the benefit of and be binding upon the parties in the same manner as they have been expressed herein.

**ARTICLE II.**

**General Provisions.**

- (1) The Declarant shall have the authority to determine compliance with the covenants contained herein. Upon the violation of any covenant, a written notice of such violation or failure shall be directed to the owner/violator, who shall then have ten (10) days after receipt of the notice to correct the violation. If the violation is not so corrected, the Declarant may re-enter

and take possession of the owner's/violator's premises and/or correct the violation, and charge all costs of such correction to the owner/violator. In addition, liquidated damages may be assessed against the owner/violator at the rate of \$25.00 per day for each day the violation continues after the ten (10) day notice. In the event suit is required to collect any sums due, or to enjoin the violation of any of the covenants contained herein, the owner/violator, in addition to any of the other penalties provided herein or which may be assessed by the court, shall be liable for all attorney's fees and costs incurred by the Declarant in bringing such action. Nothing in this provision shall act to impair any individual owner from bringing suit to enforce compliance or enjoin any violation of these covenants, and the owner/violator shall be liable for all attorney's fees and costs incurred by such individual owner in bringing such action.

- (2) Invalidation of any of the covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
- (3) The covenants and restrictions of this Declaration shall run with and be binding upon the land. This Declaration may be amended at any time by an instrument signed by the Declarant, or his successors and assigns, and all such amendments shall be recorded in the office of the County Clerk of Sheridan County, Wyoming.
- (4) This Declaration shall be binding upon and shall inure to the benefit of each owner, and the heirs, personal representatives, successors and assigns of each of them.
- (5) These covenants are also for the benefit of all lands owned by the Declarant in Section 28, Township 55 North, Range 84 West, 6<sup>th</sup> P.M., and shall be enforceable as such.

**IN WITNESS WHEREOF**, the Declarant has executed this Declaration of Covenants, Conditions and Restrictions of Tara Minor Subdivision this 23<sup>rd</sup> day of June, 2005.

**THE KENNETH A. ANDERSON  
REVOCABLE TRUST, DATED  
OCTOBER 24, 2000**

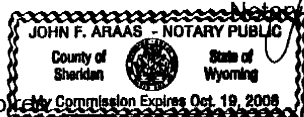
By: Kenneth A. Anderson  
Kenneth A. Anderson, Trustee

STATE OF WYOMING     )  
                                      : ss.  
COUNTY OF SHERIDAN    )

The foregoing instrument was acknowledged before me by **Kenneth A. Anderson, as Trustee of The Kenneth A. Anderson Revocable Trust**, dated **October 24, 2000**, this 23<sup>rd</sup> day of June, 2005.

Witness my hand and official seal.

John F. Araas  
Notary Public



My Commission Expires Oct 19, 2008