

# DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

STATE OF WYOMING     )  
                                      : S.S.  
COUNTY OF SHERIDAN   )

THIS DECLARATION of Protective Covenants and Restrictions is made this 12<sup>th</sup> day of April, 2004, by Ronald C. Burr and Tammy D. Burr, of Sheridan, Wyoming, to whom reference is hereinafter made as "Declarants."

WITNESSETH, THAT:

WHEREAS, the Declarants are the owners of two parcels of real property described as follows:

## PARCEL A

A tract of land situated in the S $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 34, Township 55 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming, said tract being more particularly described as follows:

**BEGINNING** at the Northeast corner of said S $\frac{1}{2}$ NW $\frac{1}{4}$ ;

Thence S01°19'32"E, 939.30 feet along the East line of said S $\frac{1}{2}$ NW $\frac{1}{4}$  to a point;

Thence S88°22'00"W, 1745.59 feet to a point, said point lying on the centerline of U.S. Highway No. 14;

Thence N18°07'24"W, 147.89 feet along said centerline to a point;

Thence along said centerline through a curve to the left, having a radius of 1910.01 feet, a central angle of 8°50'58", an arc length of 295.01 feet, a chord bearing of N22°32'53"W, and a chord length of 294.71 feet to a point;

Thence N63°01'38"E, 635.08 feet to a point, said point lying on the East line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ ;

Thence N00°56'19"W, 254.03 feet along said East line to a point, said point being the Northeast corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ ;

Thence N88°31'28"E, 1320.76 feet along the North line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 34 to the **POINT OF BEGINNING**.

## PARCEL B

A tract of land situated in the W $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 34, Township 55 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

**BEGINNING** at the northwest corner of said Section 34,

Thence N88°41'04"E, 1312.12 feet along the north line of said Section 34 to a point, said point being the northeast corner of said W $\frac{1}{2}$ NW $\frac{1}{4}$ ;

Thence S00°56'19"E, 1279.42 feet along the east line of the W $\frac{1}{2}$ NW $\frac{1}{4}$  to a point, said point being the southeast corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 34;

Thence S00°56'19"E, 254.03 feet along the east line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 34 to a point;

Thence S63°01'38"W, 635.08 feet to a point; said point lying on the centerline of U.S. Highway No. 14;

Thence along said centerline through a curve to the left, having a radius of 1910.01 feet, a central angle of 10°39'02", an arc length of 355.05 feet, a chord bearing of N32°17'53"W, and a chord length of 354.53 feet to a point;

Thence N37°37'24"W, 590.20 feet along said centerline to a point;

Thence along said centerline through a curve to the right, having a radius of 1432.57 feet, a central angle of 18°02'32", an arc length of 451.11 feet, a chord bearing of N28°36'08"W, and a chord length of 449.25 feet to a point, said point lying on the west line of said Section 34;

Thence N00°33'14"W, 629.63 feet along said west line to the **POINT OF BEGINNING**.

AND WHEREAS, they intend by this declaration to impose upon the said Parcel A, certain restrictions for the benefit of the owners of Parcel B herein described;

AND WHEREAS, Declarants further intend by this instrument to create reciprocal restrictions upon the use of Parcel B in favor of the owners of Parcel A and their successors in the event that Declarants should ever transfer their ownership of Parcel B by sale, exchange or other means of demise.

NOW, THEREFORE, Declarants hereby declare that all of the above described Parcel A shall be held, transferred, sold or conveyed by Declarants, or by them contracted to be sold, subject to the below-specified conditions, restrictions, reservations, and covenants, which are for the purpose of protecting the value and desirability of Parcel B. The below-specified conditions, restrictions, reservations and covenants shall run with the above-described real property and which shall be binding on all parties having any right, title or interest in Parcel A or any part thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner of Parcel B.

Said conditions, restrictions, covenants and reservations are imposed upon Parcel A above-described, as an obligation or charge against the same for the benefit of Parcel B and each and every tract therein contained, present and future and the owner or owners thereof. The conditions, restrictions, covenants and reservations will be imposed upon each and every part of said Parcel A, and are as follows:

(1) All tracts in said property shall be maintained as family recreational and residential property.

(2) No tract shall be used except for residential and recreational purposes and no business or commercial activity of any nature shall be conducted on said tracts. No building shall be erected, altered, placed or permitted to remain on any tract other than single family dwellings with the necessary outbuildings or garages. Owners may conduct business-

related activities of a personal and private nature within their residence (c.g., phone networking, data processing and bookkeeping activities) so long as it does not involve on-site contact with the public or otherwise degrade normally acceptable residential traffic, noise and sight standards.

(3) All buildings erected on the land shall be detached single family dwellings with a minimum square footage of 1500 square feet on the main level, with the necessary outbuildings or garages.

(4) No house trailers, no double wide house trailers, shacks, or temporary buildings shall be erected or remain on any parcel without the written consent of all other owners of tracts of the above-described property.

(5) The use of any portion of the land as a dumping ground for rubbish, trash, garbage or other waste is prohibited. No dumping or storing of solid waste is allowed and all trash, garbage and other waste shall not be allowed to accumulate and shall be kept in sanitary containers. No junk, inoperable or unlicensed automobiles, mechanized vehicles of any type, trailers, boats, campers, or other recreational vehicles, farm machinery or stock trailer shall be situated or parked upon the premises for more than seven consecutive days nor more than 28 days within any calendar year, unless such vehicle or equipment or implement is enclosed in a garage or other outbuilding.

(6) Weeds shall be kept to a minimum; noxious weeds shall be kept under control or eliminated.

(7) No animals shall be kept, bred, or maintained for commercial purposes; the land shall not be over grazed, so as to damage the resources; *provided, however*, that animals may be raised and maintained for personal pleasure and purposes, and their offspring may be donated to charity or sold for non-commercial purposes.

(8) Excavation for stone, gravel or dirt for any commercial purpose is prohibited. Excavation for construction purposes is permitted. All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover.

(9) All utilities shall be placed underground. The owner of each tract shall be responsible for the installation of underground utilities in their tract. The cost of said installation shall lie with the owner of said parcel. Any utility poles and wires in place above ground at the time of filing of these declarations are excluded.

(10) No sewage disposal system shall be constructed, altered or allowed to remain or be used unless fully approved by Sheridan County.

(11) This Declaration of Restrictive Covenants and Restrictions may be modified or amended by agreement of 100 percent of the owners of Parcels A and B.

(12) Any owner of a portion of the land described above as Parcel B shall have the right and authority to determine compliance with the Covenants, Conditions and Restrictions contained herein. Said owner shall give written notice to the owner of Parcel A of any violation or breach of the Covenants and Restrictions set forth herein. Said owner of Parcel A shall have twenty-one (21) days after receipt of said notice to correct the violation. If said violation is not corrected within the 21-day period, the said owner of Parcel B shall commence mediation in accordance with the *Wyoming Rules of Civil Procedure* prior to litigation.

(13) This Declaration of Covenants, Conditions and Restrictions is to run with the land and be binding upon all parties and persons claiming under them for a period of twenty (20) years from the date of recording of the same in the office of the Sheridan County Clerk, Sheridan County, Wyoming. At the end of such period, said restrictions and

covenants shall automatically be extended for a successive period of ten years unless the majority of the then owners of Parcels B agree to release same and file such agreement of record in said County.

(14) In the event any one of the covenants or restrictions contained herein is invalidated by a Judgment or Court Order, the remaining provisions shall remain in full force and effect.

Declarants further declare, covenant and agree for the benefit of any current and subsequent owner of lands described in Parcel A hereof, that all conditions, restrictions, covenants and reservations imposed upon the lands described as Parcel A herein above described, as enumerated in the preceding paragraphs (1) through (14), and as may be amended as herein above provided, shall apply with equal force and also run with all lands described in Parcel B hereof for the benefit of the owners of lands described in Parcel A hereof at such time as Parcel B, or any portion of the lands described in Parcel B, are sold, transferred or otherwise conveyed to any other person by or through either of the undersigned Declarants; which future covenants and restrictions shall be binding on all successors in interest to the undersigned Declarants, and are likewise enforceable against subsequent owners of the lands described in Parcel B by the owners of lands described in Parcel A in the same manner and by the same means as described in the preceding paragraph (12) of these Declarations.

IN WITNESS WHEREOF, the Declarants have executed this "Declaration of Protective Covenants and Restrictions" this 12<sup>th</sup> day of April, 2004.

Ronald C Burr  
RONALD C. BURR

Tammy D. Burr  
TAMMY D. BURR

STATE OF WYOMING )  
: S.S.  
COUNTY OF SHERIDAN )

Subscribed and sworn to or affirmed before me, Mary Ella Hando, a notary public for the state of Wyoming who resides in Sheridan County, by RONALD C. BURR, this 9<sup>th</sup> day of April, 2004.



Mary Ella Hando  
Notary Public  
My commission expires: 7-5-2005

STATE OF WYOMING )  
: S.S.  
COUNTY OF SHERIDAN )

Subscribed and sworn to or affirmed before me, Brian T. Kinnison, a notary public for the state of Wyoming who resides in Sheridan County, by TAMMY D. BURR, this 12<sup>th</sup> day of April, 2004.



Brian T. Kinnison  
Notary Public  
My commission expires: 5-13-06