

DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
OF  
ROBBINS ADDITION

THIS DECLARATION made on this 9th day of February, 1976, by GEORGE E. AND WANDA F. ROBBINS, hereinafter referred to as "DECLARANTS"

W I T N E S S E T H :

WHEREAS, Declarants are the owners of certain real property in the City and County of Sheridan, State of Wyoming, which is more particularly described in Exhibit "A" appended hereto and made a part hereof,

NOW, THEREFORE, Declarants hereby declare that all of the properties described in Exhibit "A" shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding upon all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

(a) Declarant. Declarant means George E. and Wanda F. Robbins, their successors and assigns.

(b) Real Property. Real Property shall mean all of the real property located in the City and County of Sheridan, Wyoming, described in Exhibit A appended hereto.

(c) Plat. The plat refers to the plat for Robbins Addition as filed in the records of the office of the County Clerk and Recorder of Sheridan County, Wyoming.

(d) Residence and residential. Residence and Residential shall pertain to single family dwellings.

(e) Family Unit. Family unit shall mean any residence occupied by a single family.

## ARTICLE II

### USE AND OTHER RESTRICTIONS

(a) Persons Bound by These Restrictions. All persons, corporations, cooperatives, companies, and organizations who now own, or who shall hereafter acquire, any interest in, or to the above described lots in Exhibit A shall agree and covenant with the owners of said Lots and with their heirs, successors and assigns to conform to the covenants, restrictions, and stipulations as to the use thereof and as to the construction of residence and improvements thereon as provided herein.

(b) No lot within the Subdivision shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot or lots other than for residence purposes or for private, attached, semi-attached or detached garage or carport.

(c) No residence or other building shall exceed two and one-half stories in height and no private garages shall be built to house more than two cars per family unit.

(d) Only such other buildings as are identical to residential use and occupancy may be constructed.

(e) No residence or other building shall be located on any lot so that it fails to comply with the minimum front, rear and side yard setback regulations of the Zoning Code of the City of Sheridan.

(f) Eaves, steps, fireplaces and open porches shall not be considered as part of a building; provided however, that this provision shall not be construed to permit any portion of a building, eave, step, fireplace, open porch, or other extension to encroach upon any other lot.

(g) Parking of trailer campers, truck campers, bus campers, and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours, when parked on the street in front of a residence or on the front driveway or parking area between the front building line and the street.

(h) The parking of boats and boat trailers on the street or on the driveway or on any parking area between the front building line of a residence and the street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

(i) Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street or on the front driveway or on any parking area of the residence for a period of more than 24 hours at any one time or as a repeated matter of practice. Any such vehicle may be kept only within a garage.

(j) No mobile homes or trailers shall be placed upon the premises.

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

(l) 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. No such structure shall even be placed upon any lot unless placed upon a permanent foundation. No building material shall be stored on any lot for a period of longer than ninety (90) days unless substantial construction is actually in progress.

(m) 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 mine 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.

(n) 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 they are not so kept, bred, or maintained for any commercial purposes. Any and all such dogs or cats shall not be permitted to cause nuisance or annoyance to any other members of the Subdivision and all owners of such animals shall comply with the Ordinances of the City of Sheridan regarding the maintenance, care and control of such animals.

(o) No lot within the Subdivision shall be used or maintained as a dumping ground for any rubbish. Trash, garbage or other waste shall be kept in sanitary containers and all such equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The burning of garbage and trash in incinerators is prohibited and measures must be taken to secure any containers against spillage when they are awaiting sanitation service.

(p) No signs, billboards, posters, advertising devices of any kind or character shall be erected or displayed upon any of the lots, except signs displayed to identify the occupants of the dwelling or resale signs which shall not exceed one (1) square feet in area.

(q) All lot owners shall be required to tap on to the city water and sewer services and no individual water supply systems shall be permitted on any lot unless such system shall first be approved by the City of Sheridan. All state and local laws in connection therewith shall likewise be complied with. No individual sewage disposal systems shall be permitted on any lot.

### ARTICLE III

#### EASEMENTS

Easements for the installation and maintenance of utilities and drainage and other facilities are reserved as shown on the plat. No structure, planting or other material shall be placed or permitted to remain within such easements which may damage or interfere with the installation and maintenance of utilities or which may change or alter the direction of flow of drainage channels in the easements, or which may obstruct in any manner or retard the flow of water through drainage channels. The easement area of each lot and all improvements within it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

### ARTICLE IV

#### AMENDMENT OF COVENANTS AND RESTRICTIONS

These covenants and restrictions may only be amended, changed, or cancelled by a vote of seventy-five percent (75%) of the owners representing seventy-five (75%) of the lots within the Subdivision.

### ARTICLE V

#### TERM

These covenants shall run with the land and shall be binding upon all of the parties and persons claiming under them for a period of twenty (20) years from the date these covenants shall be recorded,

after which time such covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the owners of the lots have been recorded agreeing to change said covenants in whole or in part.

#### ARTICLE VI

#### 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.

#### ARTICLE VII

#### SEVERABILITY

Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED this 17th day of Feb., 1976.

George E. Robbins  
George E. Robbins

Wanda F. Robbins  
Wanda F. Robbins

#### ACKNOWLEDGEMENT

STATE OF WYOMING     )  
                                      ) ss  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me by GEORGE E. AND WANDA F. ROBBINS this 17th day of February, 1976.  
WITNESS my hand and official seal.

Jackie C. Wurnke  
Notary Public

My Commission Expires: April 3, 1977

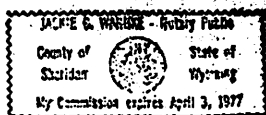


EXHIBIT "A"

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17,  
Robbins Addition to the City of Sheridan, Wyoming.

A subdivision of part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 34, Township 56 North,  
Range 84 West of the 6th P. M., Sheridan County, Wyoming.