

RECORDED JUNE 22, 1972 BK 187 PG 570 NO 609435 B. B. HOME, COUNTY CLERK

DECLARATION OF PROTECTIVE RESTRICTIONS

THIS DECLARATION, made this day by ROGER L. COX and LILAS M. COX, husband and wife, and PETER E. HAGER and SHEILA A. HAGER, husband and wife, all of Sheridan County, Wyoming, hereinafter referred to as Declarants,

WITNESSETH, THAT:

WHEREAS, the Declarants are the owners of all lands embraced in the subdivision known as Whitetail Meadows Subdivision which is platted and of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sheridan County, Wyoming, said Plat by reference being specifically made a part hereof in all respects as if fully set out herein; and

WHEREAS, the Declarants intend to sell all of the lots, tracts and parcels of lands contained in said Whitetail Meadows Subdivision.

NOW, THEREFORE, all of the tracts, lots, parcels and portions of said property shall be held, transferred, sold or conveyed by Declarants, or by them contracted to be sold, subject to the conditions, restrictions, reservations and covenants now of record, and upon the following express provisions, reservations, restrictions and covenants (hereinafter referred to as conditions) each and all of which is and are for the benefit of said property and for each owner of land therein, and shall inure and pass with said property, and each and every parcel of land therein, and shall apply to and bind the successors in

interest of any owner thereof, and are imposed pursuant to a general plan for the improvement of the above described real property.

Said conditions, restrictions, covenants and reservations are imposed upon said above described real property as an obligation or charge against the same for the benefit of each and every tract and lot therein contained and the owner or owners thereof and with the right of enforcement vested in the owner or owners of any one or more of the other tracts or lots above described, and said conditions, restrictions, covenants and reservations will be imposed upon each and every tract or lot in said above described parcel of real property and are as follows:

(1)

That said tracts and lots shall be used for residence purposes exclusively, and that no buildings or structures other than one-family residences with the customary outbuildings, including a private garage, chicken house and a barn, if desired, shall be erected, maintained or permitted on any such tract. No residence building of one story in height shall be of such a size that it shall contain less than 800 square feet of floor area, exclusive of the garage, and no residence building thereon shall exceed two stories in height, and any such residence building which is one and one-half stories or two stories in height shall be of such a size that it shall not contain less than 1400 square feet of floor area, exclusive of the garage. Any and all buildings to be built on said real estate shall be built in accordance with the minimum requirements of the Federal Housing Administration, said requirements by reference being incorporated in and made a part of these restrictions to the same extent as if set out in full herein.

(2)

That no residence erected upon any of said lots shall be erected, maintained, or located nearer to any lot line than 50 feet.

(3)

That no building, nor any outbuilding thereto pertaining, while said main building is in the course of construction, or any time prior to its being fully completed as herein required, shall in any manner be occupied, nor shall any residence when completed be in any manner occupied until made to comply with all the conditions herein set forth. No temporary dwelling of any description whatsoever, including garages or any outbuildings used for residence purposes, shall ever be constructed, placed, maintained or occupied as such dwelling, house, or residence or other building built or constructed upon any other site shall be moved to or placed upon any tract in said Subdivision or upon any portion thereof. It is understood that those factory built or modular type homes which are of new construction and which meet the previously mentioned F.H.A. construction standards set forth in Article Number One hereof shall be acceptable and it is not intended that this Declaration of Protective Restrictions shall prevent the third party purchaser from placing such factory built or modular type homes from being placed on said premises.

(4)

That no sign of any character other than any ordinary "For Sale", "For Rent" or "Open for Inspection" sign shall be placed or maintained upon any lot in said addition without the prior written consent of the Declarants or its successors in interest, and in the event any sign or signs shall be erected or maintained upon said premises in violation of these restrictions, said Declarants are hereby authorized to enter upon said premises and to remove any and all such unauthorized signs.

(5)

That no rubbish or debris of any kind or character shall ever be placed or permitted to accumulate upon any portion of any lot in said Addition so as to render said premises unsightly, unsanitary, offensive or detrimental to any other lot or lots or the occupiers thereof.

(6)

That no derrick or other structure designed for use in boring for oil or natural gas shall ever be erected, maintained or permitted upon any lot in said Addition, nor shall any machinery, appliances or structure ever be placed, operated or maintained thereon, the object or purpose of

which is to facilitate carrying on with any trade, manufacturing, marketing, or store, or the culture of poultry, livestock, dogs, cats or other animals on a commercial basis, or any other commercial business of any kind or nature whatsoever. No excavation for stone, sand gravel or earth shall ever be made on said property unless such excavation is necessary in connection with the erection of an approved structure thereon and unless the present owners of the land of the proposed subdivision use some of the sub-surface gravel at the time they construct the three proposed streets into their subdivision.

(7)

That there is never at any time to be erected, permitted, maintained or carried upon said real estate or any part thereof any saloon or place for the sale or manufacture of malt, vinous or spiritous liquors, nor any factory, repair shop or manufacture of any kind, nor any undertaking establishment, crematory, hospital, sanitarium, asylum or institution of like or kindred nature, nor any noxious thing, trade or business.

(8)

No trailer, basement, tent, shack, garage, barn or other outbuilding erected, shall, at any time, be used as a residence, nor shall any structure of a temporary nature or character be used as a residence.

(9)

All sewer systems must comply with Public Health Standards. All such sewer systems shall be placed a minimum of 50 feet from any property line. Anytime that a central sewer system should become available in the area of the Subdivision all tract owners in the Subdivision will be required to convert and subscribe to that service.

(10)

All roads within the Subdivision are to be maintained, improved and repaired, including snow removal, when necessary by all adjacent tract owners on an equal share-of-the-cost basis.

(11)

All utilities in the Subdivision will be placed underground. The utility company or companies will provide for the installation of the utilities to a point adjacent to each tract.

574

The owner of each tract shall be responsible for installing the utilities on their tract, said installation to be at the cost of the owner of each such tract.

(12)

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 75 per cent of the then owners of the lots or tracts has been recorded agreeing to change said covenants in whole or in part.

(13)

Enforcement of these covenants shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant, either to restrain violation or to recover damages.

(14)

A breach of any of the foregoing conditions or covenants or any re-entry by reason of such breach shall not defeat or render invalid the lien of any mortgage or title of trust made in good faith and for value as to said realty or any part thereof, but said covenants or conditions shall be binding upon and effective against any subsequent owner of said realty.

(15)

It is expressly understood that the invalidation of any 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.

IN WITNESS WHEREOF, this Declaration has been entered into this 22 day of June, 1972.

Roger F. Cox
Debra M. Cox
Robert E. Hager
Thilo A. Hager

STATE OF WYOMING)
) SS.
COUNTY OF SHERIDAN)

) The foregoing instrument was acknowledged before me
) this 22 day of June, 1972.

WITNESS my hand and official seal.



commission expires: July 26, 1972

575