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RECORDED JULY 1, 1947, BK 67 PG 250
NO. 282103, B. B. HUME, COUNTY CLERK

DECLARATION OF PROTECTIVE RESTRICTIONS

THIS DECLARATION, made this 8th day of May, A. D. 1947, by BIG HORN LAND COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Wyoming, hereinafter referred to as the Declarant, WITNESSETH:

WHEREAS, the Declarant is the owner of the following described real property, to-wit:

Lots 1A to 45A inclusive; Lots 1B to 4B inclusive; Lots 1C to 22C inclusive; Lots 1D to 22D inclusive; and Lots 1E to 22E inclusive; all in the Country Club Addition to the City of Sheridan, Sheridan County, Wyoming, as said Addition 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 the same respects as if fully set out herein; and

WHEREAS, the Declarant has subdivided said property into the above described lots and intends to sell said lots and parcels of land therein contained;

NOW, THEREFORE, all of the lots, parcels and portions of said property shall be held, transferred, sold and/or conveyed by Declarant, or by it 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 realty as an obligation or charge against the same for the benefit of each and every 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 lots above described, and said conditions,

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restrictions, covenants and reservations will be imposed upon each and every lot in said above described real estate, and are as follows:

(1) That said 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, shall be erected, maintained or permitted on any such lot. No residence building of one story in height shall be of such a size that it shall contain less than nine hundred (900) square feet of floor area, and no residence building thereon shall exceed two (2) stories in height, and no such residence building of two stories in height shall be of such a size that it shall contain less than sixteen hundred (1600) square feet of floor area. 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 in effect in the year 1947, 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 the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. No building except a detached garage shall be located nearer than ten (10) feet to any side lot lines.

(3) That no building, sidewalk, curbing or other structure of any nature whatsoever shall be erected, maintained or permitted on any lot in said Addition, or the erection or construction thereof begun thereon, until plans and specifications therefor shall have first been approved in writing by Declarant or its successor in interest as the owner of the reversionary rights hereinafter mentioned. All plans and specifications for any and all buildings, structures, walls, fences, and any alterations thereof or additions thereto, and the location thereof, shall be subject to the approval of the Declarant or its successor in interest, and all such plans and specifications shall be submitted in duplicate to Declarant or its said successor in interest, and shall show in detail the nature, kind, shape, height, materials, color scheme, and elevation of each such structure, and shall likewise show in detail the location thereof, including all outbuildings, upon the lot upon which it is to be built, and, when specifically requested, the grading plan of the lot to be built on. Said duplicate plans and specifications shall, in every case, be complete in detail, and no structure of any kind, the plans, elevations, specifications and proposed location of which have not received a written approval of Declarant or its successor in interest as the owner of the reversionary rights hereinafter mentioned, and which does not fully comply with such approved plans, elevations, location and specifications, shall be erected, maintained or permitted on any lot in said Addition. The work of constructing any residence or structure of any nature whatsoever shall, after commencement, be diligently

prosecuted to completion thereof in conformity with the conditions herein contained and with the approved plans and specifications. The Declarant shall not be responsible for any structural defects in said plans or specifications or in any building or structure erected in accordance therewith.

(4) 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 dwellings upon any lot in said Addition. No dwelling, house, or residence or other building built or constructed upon any other site shall be moved to or placed upon any lot in said Addition or upon any portion thereof.

(5) That no sign of any character other than one 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 Declarant or its successor in interest, and in the event any sign or signs shall be erected or maintained upon said premises in violation of these restrictions, said Declarant or its successor in interest may, and is hereby authorized, to enter upon said premises and to remove any and all such unauthorized signs.

(6) 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.

(7) That no derrick or other structure designed for use in boring for water, 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 excavations for stone, sand, gravel or earth shall be made on said property unless such excavation is necessary in connection with the erection of an approved structure thereon.

(8) That no part of said realty shall ever be sold, conveyed, leased or rented to any person not of the "White" or "Caucasian" race.

(9) That no part of said realty shall ever, at any time, be used or occupied or be permitted to be used or occupied by any person not of the "White" or "Caucasian" race, excepting such as are employed as servants upon said realty by the owners or tenants of the realty actually residing thereon.

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(10) That there is never, at any time, to be erected, permitted, maintained or carried upon said realty 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 manufactory 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; nor shall there be at any time permitted to be kept upon said realty any goats, cows, hogs, horses, chickens, rabbits, nor any objectionable or noxious farm animal.

PROVIDED, that each and all of the conditions above contained shall in all respects terminate and end and be of no further effect, either legal or equitable, either on said property or any part thereof, or on the owners thereof, their heirs, successors in interest, devisees, executors, administrators or assigns, on or after May 1st, 1997, and that the conditions contained in paragraphs (8) and (9) shall be perpetual.

PROVIDED, also, that a breach of any of the foregoing conditions shall cause said realty to revert to the said Declarant or his successors in interest, who shall have the right of immediate re-entry upon said realty in the event of any such breach, and as to the owner or owners of any other lot or lots or part or parts thereof in said Addition the foregoing conditions shall operate as covenants running with the land, and the breach of any such covenants or the continuance of any such breach may be enjoined, abated or remedied by said Declarant or its successors in interest, or by any such owner or owners, but by no other person. The term "owner" shall include the bona fide owner or holder of any agreement for sale executed by Declarant or its successor in interest, or of a Warranty Deed for any of the lots in said Addition.

PROVIDED, also, that 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 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.

If any restriction or part of any restriction hereinabove set forth is declared to be Unconstitutional, the remainder of the restrictions shall not be invalidated but shall remain in force.

IT IS EXPRESSLY UNDERSTOOD that an easement is reserved of the rear five (5) or ten (10) feet of each lot for utility installments and maintenance, as indicated on the recorded plat of said Addition.

IN WITNESS WHEREOF, Declarant has executed this instrument this 8th day of May, A. D. 1947.

BIG HORN LAND COMPANY, a Corporation,

ATTEST:

By Alice D. Lamb
President

Douglas C. Hutton
Secretary

STATE OF WYOMING)
County of Sheridan) SS.



On this 8th day of May, A. D. 1947, before me personally appeared Alice D. Lamb, to me personally known, who, having been by me first duly sworn, did say that she is the President of Big Horn Land Company, the corporation described in and which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Alice D. Lamb acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal on the day and year in this certificate first above written.

William A. Rodde
Notary Public

My Commission expires on the 24th day of March, A. D.

