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DECLARATION OF PROTECTIVE RESTRICTIONS
BY CARROLL REALTY, A WYOMING CORPORATION

THIS DECLARATION OF PROTECTIVE RESTRICTIONS, made this day be CARROLL REALTY COMPANY, INC., a Wyoming Corporation, hereinafter referred to as the Declarant,

WITNESSETH, THAT:

WHEREAS, Declarant desires to place restrictions on the entire tract of land acquired by Declarant from Archie Ewoldsen and Bernice M. Ewoldsen, his wife, under date of July 1, 1969, which tract of land is situate in Sheridan County, Wyoming, and is more particularly described as follows, to-wit:

The SE $\frac{1}{4}$ of Section 3; the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, also that part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, described as follows:

Commencing at the Northwest corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$, thence 466.7 feet East, thence South 466.7 feet, thence West 466.7 feet, and thence North 466.7 feet to the point of beginning, excepting therefrom, the following conveyances of land recorded in the Office of the County Clerk of Sheridan County, Wyoming, to-wit:

(1) A tract of land in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, deeded to C. H. Laub in Book N of Deeds, Page 249;

(2) A tract of land in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10 deeded to School Districts No. 6, 9 and 39, Book 37 of Deeds, Page 155;

(3) A tract of land in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3 deeded to School District No. 39, recorded in Book 37 of Deeds, Page 32;

(4) A tract of land in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3, deeded to George M. Akins recorded in Book 16 of Deeds, Page 338;

(5) A tract of land in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3, and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, deeded to Marjorie B. Boyd and Francis W. Boyd, recorded in Book 106 of Deeds at Page 190;

ALSO EXCEPTING THEREFORM, a Tract of land situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 3, more particularly described as follows:

Beginning at a point on the Northerly right of way of the State Secondary Highway, said point being located North 571 feet, more or less, from the Southeast corner of said Section 3, thence along said Northerly right of way South 64°35' West a distance of 300 feet to a point; thence South 57°30' West a distance of 220 feet to a point; thence leaving said right of way North 1°28' East, 300 feet to a point; thence North 1°07' West, 246 feet to a point, thence North 82°14' East, 93 feet to a point, thence North 1°50' West 321 feet to a point, thence North 88°45' East a distance of 375 feet, more or less, to the East line of said Section 3; thence South 640 feet, more or less, to the point of beginning, said Tract containing 7.2 acres, more or less, including County Road found thereon.

All of the above described lands being located in Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming.

WHEREAS, Declarant also desires to place restrictions on the tracts of land acquired from Declarant under date of July 21, 1970, which tracts of land are situate in Sheridan County, Wyoming, and are more particularly described as follows:

TRACT NO. 1

A tract of land situated in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, Township 55 North, Range 85 West of the Sixth Principal Meridian, Sheridan County, Wyoming, more particularly described as follows:

Beginning at a point which is South 3504.3 feet and 3.1 feet East of the Original East quarter corner of Section 3 of said Township and Range (said point of beginning being on the East line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 10); thence South 0°03' East a distance of 62 feet to the center of Big Goose Creek; thence upstream in Big Goose Creek North 72°47' West 32.3 feet; thence North 67° West 47 feet; thence North 61° West 70.3 feet; thence East 135.5 feet to the point of beginning, said tract containing

0.11 acres, more or less.

TRACT NO. 2

A tract of land situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, Township 55 North, Range 85 West of the Sixth Principal Meridian, Sheridan County, Wyoming, more particularly described as follows:

Beginning at a point which is 2175.6 feet West and 3971 feet South of the Original East quarter corner of Section 3 of said Township and Range; thence East a distance of 290.1 feet to the center of Big Goose Creek; thence along the center of Big Goose Creek South 18° 24' West 480.5 feet; thence South 45° 14' West 190 feet; thence South 50° 34' West 79 feet; thence South 65° 32' West 296.1 feet; thence South 69° 03' West 147.8 feet to the West line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 10; thence North 0° 26' West 351.1 feet; thence East 466.7 feet; thence North 466.7 feet to the point of beginning, said tract containing 5.14 acres, more or less.

WHEREAS, the Declarant plans to subdivide said tracts into smaller tracts and to sell said tracts to third persons,

NOW, THEREFORE, all of the tracts, lots, parcels and portions of said property shall be held, transferred, sold 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 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 anyone 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 out buildings, 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 1,000 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 1,600 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 the front lot line than the building setback line shown on the recorded plat.

(3) That no building, sidewalk, curbing or other structure of any nature whatsoever shall be erected, maintained or permitted on any tract in said Addition, or the erection or construction thereof begun thereon until plans and specifications therefor shall have first been approved in writing by a representative of Carroll Realty Company, Inc. or its successor in interest. All plans and specifications for any and all buildings structures, walls, fences and any alterations thereof, shall be subject to the approval of Carroll Realty Company, Inc. or its

successor in interest and all plans and specifications shall be submitted to it in duplicate and shall show in detail, the nature, kind, shape, height, materials, color scheme and elevations of each such structure, and shall likewise show in detail the location thereof, including all outbuildings, upon the tract 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 respect, 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 Carroll Realty Company, Inc., or its successor in interest and which does not fully comply with such approved plans, elevations, locations and specifications, shall be erected, maintained or permitted on any tract in said Subdivision. 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 therein 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 by 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.

(5) 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 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 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 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.

(8) 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, not any noxious thing, trade or business.

(9) 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.

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 July 1, 2000;

PROVIDED FURTHER, that these covenants are to run with the land and shall be binding upon all parties and all persons claiming under them. Enforcement 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.

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 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.

IT IS EXPRESSLY UNDERSTOOD that the 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.

IN WITNESS WHEREOF, Declarant has executed this
instrument this 1st day of July, 1970.

CARROLL REALTY COMPANY, INC.

BY: Donald R. Carroll

President



L. Carroll
Secretary

STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

On this 1st day of July, 1970, before me personally appeared Donald R. Carroll, to me personally known, who, being by me duly sworn, did say that he is the President of Carroll Realty Company, Inc. and 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 Donald R. Carroll acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 1st day of
1970.



Donald R. Carroll
Notary Public

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