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DECLARATION OF PROTECTIVE RESTRICTIONS  
EASTERN HILLS SUBDIVISION, COUNTY OF  
SHERIDAN, STATE OF WYOMING

THIS DECLARATION OF PROTECTIVE RESTRICTIONS made this  
22nd day of September, 1972, by W. B. Thomas, a single  
man; and Woodrow Wilson and Juanita J. Wilson, husband and wife,  
hereinafter referred to as Declarants,

W I T N E S S E T H:

THAT WHEREAS, Declarants are the owners of the following  
described real property, to-wit:

Tracts 1 through 26 inclusive of Eastern Hills Sub-  
division, in the County of Sheridan, State of 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, Declarants have divided said property into the  
above described tracts and intend to sell said tracts and  
parcels of tracts therein contained.

NOW, THEREFORE, all of the tracts, parcels and portions  
of said property shall be held, transferred, sold and/or con-  
veyed 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 suc-  
cessors 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 therein contained and the owner or owners  
thereof and with the right of enforcement vested in the owner  
thereof and with the right to make their own arrangements and

or owners of any one or more of the other tracts above described, and said conditions, restrictions, covenants and reservations will be imposed upon each and every tract in said above described real estate, and are as follows:

1. That said tracts and parcels shall be used for residence purposes exclusively, and that no buildings or structures other than one-family residences, including a private garage, shall be erected, maintained or permitted on any such tract. No residence building of one story in height shall be of such size that it shall contain less than 1,000 square feet of floor space, and no such residence building thereon shall exceed two stories in height, and no residence building of two stories in height shall be of such size and shall contain less than 1,600 square feet of floor area. Any and all buildings to be built on said real estate shall be 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 tracts shall be erected, maintained, or located nearer to the front tract line or nearer to the side tract line than 25 feet, or nearer to the back tract line than 25 feet. That there is specifically reserved adjacent to each tract line, not a street boundary, a strip 15 feet in width as an easement for utility lines, and that no building or structure will be placed thereon. That in the event a detached garage is to be located on said property, the same shall not be located nearer than 15 feet to any side tract line.

3. That entrance to said tracts shall be from the regularly platted streets, except that Tract No. 3 shall have entrance from U. S. Highway 14. If the owners of Tracts Nos. 1 and 2 desire entrance from the state highway, said owners will have to make their own arrangements and

applications for the same from the State Highway Department.

4. 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 thereof shall have first been approved in writing by the Declarants or their successors in interest, as the owners of the revisionary 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 Declarants, or their successors in interest, and all such plans and specifications shall be submitted in duplicate to Declarants or their successors in interest, 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 tract 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, or proposed location of which have not received a written approval of the Declarants, or their successors in interest, as the owner of the revisionary rights hereinafter mentioned, 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 addition. The work of construction of any residence or structure of any nature whatsoever shall, after commencement thereof, be diligently prosecuted to completion thereof in conformity with the conditions herein contained, and with the approved plans and specifications. The Declarants shall not be responsible for any structural defects in said plans or specifications, or in any building or structure erected in accordance therewith.

5. 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 upon any tract 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 tract in said Addition, or upon any portion thereof. It is understood that those factory built type homes which are of new construction and which meet the previously mentioned F.H.A. construction standards set forth hereinabove, shall be acceptable, and it is not intended that this Declaration of Protective Restrictions shall prevent the third party purchaser from placing any such factory built homes on said premises. It is specifically understood, however, that no trailers or mobile homes shall be placed on said premises for residences.

6. 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 tract in said Addition without the prior written consent of the Declarants or their 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, or their successors in interest, may, and are hereby authorized to enter upon said premises and to remove any and all such unauthorized signs.

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

8. 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 tract in said Addition, nor shall any machinery, appliances or structures 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 any approved structure thereon.

9. 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 things, trade, or business; nor shall there be at any time permitted to be kept upon said realty, any goats, cows, hogs, horses, chickens, rabbits, or other objectionable or noxious farm animals.

10. The 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 seventy-two (72) hours, when parked on the street in front of the residences or the front driveway or parking area between the front building line and the street. The parking of boats and trailers on the streets, or on the driveway of any parking area between the front building line of the residence and the street shall be a temporary thing, and not to be left parked in such location for storage from one season to another, or while not in seasonal use.



11. Vehicles which are not in running condition or in a state of disarray or repair, shall not be parked on the street in front of a residence or on the front driveway of any parking area between the front building line of the residence and the street for a period of more than twenty-four (24) hours at any one time or as a repeated matter of practice.

12. Any sewage disposal system to be erected on said premises must first be approved by the Declarants, or their successors in interest, or the State of Wyoming, prior to construction.

PROVIDED, HOWEVER, 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 September 1, 1997.

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 covenants, 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. If any restrictions or part of any restrictions herein set forth is declared to be unconstitutional, the remainder of the restrictions shall not be invalidated, but shall remain in force.

IN WITNESS WHEREOF, the Declarants have executed this instrument this 22nd day of September, 1972.

Woodrow Wilson  
James J. Wilson  
W. S. Wilson  
Declarants

STATE OF WYOMING )  
COUNTY OF SHERIDAN ) SS

The foregoing instrument was acknowledged before me this  
2nd day of October, 1972, by Woodrow Wilson and  
Juanita J. Wilson, husband and wife.

WITNESS my hand and official seal.



Veronica P. Fritz  
Notary Public

Commission expires on the 1st day of October, 1973.

STATE OF ARIZONA )  
COUNTY OF MARICOPA ) SS

The foregoing instrument was acknowledged before me this  
22nd day of September, 1972, by W. B. Thomas, a single

WITNESS my hand and official seal.



Barbara Boyle  
Notary Public

Commission expires on the 16th day of October, 1975.