

DECLARATION OF PROTECTIVE RESTRICTIONS

THIS DECLARATION made this day by Fairway Acres, Inc., a Wyoming Corporation; J. D. Mullinax and Doris L. Mullinax, husband and wife; Ralph A. Levi and Betty L. Levi, husband and wife; Clifford E. Carroll and Genet E. Carroll, husband and wife; Weldon W. Brouillette and Frances V. Brouillette, husband and wife; ^{Boyd W. Rader, Jr. and Jane N. Rader, husband and} Clarence G. Mason and Mary ^{wife:} Kay Mason, husband and wife; and James L. Laughrey, Jr., and Nancy L. Laughrey, husband and wife, hereinafter referred to as the Declarants,

WITNESSETH, THAT:

WHEREAS, the Declarants are the owners of the following described real property situate in the County of Sheridan, State of Wyoming, to-wit:

All of Block 1 of Fairway Acres Addition to the City of Sheridan, Sheridan County, Wyoming, as said Block 1 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 the lots and parcels of land contained in said Block 1 aforesaid.

NOW, THEREFORE, all of the 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 on 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

40

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, 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 out buildings, 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 1500 sq. feet of floor area, provided residence buildings located adjacent to the Sheridan County Fairgrounds on the East side of the block may be constructed to contain not less than 1250 sq. feet of floor space. No residence building thereon shall exceed one story in height, except with prior approval of the Board of Directors of Fairway Acres, Inc. or its successors in interest.
- (2) That no residence erected upon any of said lots shall be erected, maintained or located nearer than 40 feet to the front lot line, nor nearer than 10 feet to any side lot line, provided that lots located adjacent to the Sheridan County Fairgrounds shall have residences erected thereon not nearer than 25 feet to the front lot line nor nearer than 10 feet to any side lot line.

- (3) That no buildings, 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 the Board of Directors of Fairway Acres, Inc. or its successors 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 said Board of Directors or its successor in interest, and all such plans and specifications shall be submitted in duplicate to the Board of Directors of Fairway Acres, Inc. or its said successors in interest, and shall show in detail, the nature, kind, shape, height, material, color scheme and elevation of each such structure, and shall likewise show in detail, the location thereof, including all out buildings, 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 each and every case, be complete in detail and no structure of any kind, the plans, elevation, specifications and proposed location of which have not received a written approval of the Board of Directors of Fairway Acres, Inc. or its said successor in interest as the owner of the reversionary rights hereinafter mentioned, and which does not fully comply with such approved plans, elevation, 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 thereon in conformity with the conditions herein contained and with the approval of the 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.
- (4) That no building, nor any out building 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 of the conditions herein set forth, No temporary dwelling of any description whatsoever, includ-

42

ing garages or any out building used for residence purposes, shall ever be constructed, placed, maintained or occupied as such dwelling 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 Board of Directors of Fairway Acres, Inc. 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 Board of Directors of Fairway Acres, Inc. or its successors in interest may, and is hereby authorized to enter upon said premises and to remove all such unauthorized signs.
- (6) That no rubbish or debris of any kind or character shall ever be placed or permitted to accumulate upon a 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 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 purposes of which is to facilitate carrying on with any trade, manufacturing, marketing or store, or the culture of poultry, livestock, dogs, cats or 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 there is never, at anytime, to be erected, permitted, maintained or carried upon said realty or any part thereof, any saloon or place for the sale of 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 anytime 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, 2063.

PROVIDED, ALSO, that a breach of any of the foregoing conditions shall cause said realty to revert to Fairway Acres, Inc., or its 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 the Declarants or their 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 Declarants or their successors 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 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.

IN WITNESS WHEREOF, Declarants have executed this "Declaration of Protective Restrictions" this 15 day of May, 1967.

FAIRWAY ACRES, INC.

By M. L. Mullinax
President

Attest:

J. D. Mullinax
Secretary

J. D. Mullinax
J. D. Mullinax

Doris L. Mullinax
Doris L. Mullinax

Ralph A. Levi
Ralph A. Levi

Betty L. Levi
Betty L. Levi

Clifford H. Carroll
Clifford H. Carroll

Genet H. Carroll
Genet H. Carroll

Weldon W. Brouillette
Weldon W. Brouillette

Frances V. Brouillette
Frances V. Brouillette

Clarence G. Mason
Clarence G. Mason

Mary Kay Mason
Mary Kay Mason

James L. Laughrey, Jr.
James L. Laughrey, Jr.

Nancy L. Laughrey
Nancy L. Laughrey

Boyd W. Rader, Jr.
Boyd W. Rader, Jr.

Jane N. Rader
Jane N. Rader

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

On this 15 day of May, 1967, before me personally appeared MALCOLM WALLOP, to me personally known, who, being by me duly sworn, did say that he is the President of FAIRMAY ACRES, INC., a Wyoming Corporation, 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 Malcolm Wallop acknowledged said instrument to be the free act and deed of said Corporation.

Given under my hand and Notarial Seal this 15 day of May, 1967.

William A. Riddle
Notary Public

My Commission expires: March 24-1970

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

On this 21 day of June, 1967, before me personally appeared J. D. MULLINAX and DORIS L. MULLINAX, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same freely and voluntarily.

Given under my hand and Notarial Seal the day and year in this Certificate first above written.

William A. Riddle
Notary Public

My Commission expires: _____

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

On this 15 day of May, 1967, before me personally appeared RALPH A. LEVI and BETTY L. LEVI, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same freely and voluntarily.

Given under my hand and Notarial Seal the day and year in this Certificate first above written.

G. L. E. Kellie
Notary Public

My Commission expires: June 15, 1969

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

On this 27 day of May, 1967, before me personally appeared CLIFFORD H. CARROLL and GENE H. CARROLL, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same freely and voluntarily.

Given under my hand and Notarial Seal the day and year in this Certificate first above written.

Lathen Shurtley
Notary Public

My Commission expires: _____

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

On this 27 day of May, 1967, before me personally appeared WILSON W. BROUILLET and FRANCES V. BROUILLET, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same freely and voluntarily.

Given under my hand and Notarial Seal the day and year in this Certificate first above written.

W. D. Menard
Notary Public

My Commission expires: August 8, 1967

STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

On this 28 day of May, 1967, before me personally appeared CLARENCE G. MASON and MARY KAY MASON, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same freely and voluntarily.

Given under my hand and Notarial Seal the day and year in this Certificate first above written.

Kathleen H. Hocking
Notary Public

My Commission expires: _____

STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

On this 31 day of May, 1967, before me personally appeared JAMES L. LAUGHEY, JR. and NANCY L. LAUGHEY, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same freely and voluntarily.

Given under my hand and Notarial Seal the day and year in this Certificate first above written.

Kathleen H. Hocking
Notary Public

My Commission expires: _____

STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

On this 23rd day of JUNE, 1967, before me personally appeared Boyd W. Rader, Jr. and Jane N. Rader, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same freely and voluntarily.

Given under my hand and Notarial Seal the day and year in this Certificate first above written.



JE Rader
Notary Public

My Commission expires: May 27, 1971