

# DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR

Tracts of land located in Northeast Quarter of the Northwest Quarter of Section 22, Township 55 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, being more particularly described as follows:

Beginning at a point located S87°24' 49"W, 930.44 feet from the North Quarter Corner of Section 22, said point being located on the Southerly right-of-way line of Swaim Road (Sheridan County Road #56); Thence leaving said Southerly right-of-way line S00°01' 22"E, 289.55 feet; Thence S89°18' 09"W, 299.75 feet; Thence N00° 01' 22"W, 291.76 feet to a point on said Southerly right-of-way line; Thence along said southerly right-of-way line N89°43' 29"E, 299.74 feet to the point of beginning, said tract containing 2.00 acres, more or less.

Beginning at a point located S86° 18' 14"W, 628.76 feet from the North Quarter Corner of Section 22, said point being located on the Southerly right-of-way of Swaim Road (Sheridan County Road #56); Thence along said Southerly right-of-way line N89° 43' 29"E, 564.38 feet to a point on the Easterly right-of-way line of Big Horn Avenue (Sheridan County Road #115); Thence along said Easterly right-of-way line the following courses: Through a curve to the left having a radius of 3330.04 feet, an arc length of 67.47 feet, a delta angle of 01° 09' 39"E, with a chord length of 67.47 feet, bearing S03° 21' 50"E; Thence S03° 56' 11"E, 216.10 feet; Thence leaving said Easterly right-of-way line S89° 18' 09"W, 583.10 feet; Thence N00° 01' 22"W, 287.33 feet to the point of beginning, said tract contains 3.75 acres, more or less.

Beginning at a point located S86° 18' 14"W, 628.76 feet from the North Quarter Corner of Section 22, said point being located on the Southerly right-of-way of Swaim Road (Sheridan County Road #56); Thence leaving said Southerly right-of-way lined S00° 01' 22"E, 287.33 feet; Thence S89° 18' 09"W, 302.06 feet; Thence N00° 01' 22"W, 289.55 feet to a point on said Southerly right-of-way line; Thence along said Southerly right-of-way line N89° 43' 29"E, 302.04 feet to the point of beginning, said tract contains 2.00 acres, more or less.

This declaration made on the date hereinafter set forth by Thomas G. Belus and Holly J. Belus of Sheridan County, Wyoming, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the tracts of land as described above.

WHEREAS, Declarant desires to place certain restrictive and protective covenants on the tracts of land as described above for the betterment and protection of the health, safety and welfare of the owners of said tracts.

525442 DECLARATION OF COVENANTS  
BOOK 469 PAGE 0350  
RECORDED 11/17/2005 AT 03:35 PM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

NOW THEREFORE, Declarant hereby declares that the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the tracts and hereby specifying that these declarations shall constitute covenants not merely personal, but covenants the benefits and burdens of which run with all the land and are binding upon all parties having any right, title or interest in the land, their heirs, successors and assigns, and shall inure to the benefit of the owners of the lands.

#### Designation of Lots

The tracts are hereby designated as single-family residential tracts. No building shall be erected, altered, placed or permitted to remain any tract other than one single-family dwelling not to exceed two stories. Accessory out-buildings are allowed as long as they are not used for any business, commercial or dwelling purposes. No tract may be further subdivided. No antennas or satellite dishes above twenty-four (24) feet of the adjacent ground level may be placed on any tract.

#### Dwelling Size

No dwelling shall be permitted on the tract if the ground floor area of the main structure (exclusive of porches, basements and garages) of which is less than one thousand (1,000) square feet.

#### Setback Requirements

Any structure, temporary or permanent, shall be at least fifty (50) feet from any property boundary.

#### Nuisances

No noxious or offensive activities shall be carried on upon any tract, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

#### Livestock

No animals of any kind shall be raised for commercial purposes. Animals not raised or bred for commercial purposes are permitted so long as the number, type or habitat of the animals does not become offensive or a nuisance to the neighborhood. No livestock, including domestic pets shall be allowed to remain loose in the neighborhood. The owner of the tract is required to keep all animals for which he is responsible within the confines of the tract. The following animals are expressly forbidden to be kept on any tract for any reason: Swine, llamas, ostrich, chickens, ducks, geese, sheep, peacocks, mink, rabbits and vicious dogs.

### Garbage and Refuse Disposal

The tract shall not be used and maintained as a dumping ground for rubbish and debris, nor be used as a storage area for non-operative motor vehicles, miscellaneous parts, supplies or other unsightly or unseemly material. Trash, garbage and other waste material shall not be kept except in sanitary containers. Construction debris shall be promptly removed from the tract after construction of any structure.

### Housing

All construction on any tract shall be new and no structure may be moved from another location onto any tract. Any dwelling or accessory out-building constructed must have a 6:12 or steeper pitch for roof slope. No mobile or manufactured homes may be placed on the tract.

### Construction

The exterior of any structure on any tract shall be completed within 6 months of the start of construction. Exterior colors of any structure shall be earth-tone in nature with no bright or garish colors allowed. For the purposes of these covenants white is considered an earth-tone color.

### Sewage Disposal

Any sewage disposal system located on any tract shall be designed, constructed and approved according to the regulations required by Sheridan County. Said system shall be constructed within the building envelope. At such time that a public sewer shall be available within 100 feet of the exterior boundary of the tract, the owner of the tract shall be required to attach to the public sewer at the owner's expense.

### Utilities

All utilities shall be placed underground.

### General Conditions

Each of the conditions and Covenants set forth above shall continue and be binding upon the Declarant and upon their successors and assigns, and upon each of them and all parties and persons claiming under them for a period of twenty-five (25) years from the date hereof, and automatically shall be continued for successive periods of twenty-five (25) years each or whenever the tract is annexed into the City of Sheridan, Wyoming, whichever occurs first. It is, however, provided that the owners of the tracts may release all or any part of the land so restricted from any one or more of said restrictions, or may change or modify any one or more of said restrictions, or amend these covenants by executing and acknowledging an appropriate agreement in writing

signed by all owners of the tracts and filing the same in the Office of the County Clerk for Sheridan County, Wyoming.

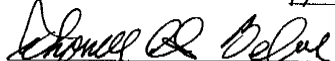
Enforcement

The Covenants herein set forth shall run with the land and bind the present owners, their successor and assigns, and all parties claiming under them shall be taken to hold, agree and conform to said restrictions. The purchase of any tract is taken as an assent to be bound by these Covenants during the period of ownership. Declarant or the owner of any tract shall have the right to prevent the breach of or to enforce observance of the restrictions above set forth by injunctive relief, in addition to ordinary legal action for damages. The failure of Declarant or owner of any tract to enforce any of the restrictions herein set forth at the time of its violation shall in no event be a waiver of the right to enforce that or any subsequent violation. Reasonable attorney fees shall be recovered from the party violating these restrictions as required in any proceeding either to enjoin violation of the Declaration of Protective Covenants or to recover damages resulting from such violation. The violation of these restrictions shall not defeat nor render inviolate the lien of any mortgage or deed of trust made in good faith and for value.

Severability

Invalidation of any one of these covenants by judgment or Court order shall in no way or manner effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set their hand this 17<sup>th</sup> day of November, 2005.

  
Thomas G. Belus


  
Holly J. Belus

STATE OF WYOMING    )  
                                      ) ss.  
County of Sheridan    )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 2005.

Witness my hand and official seal:



  
Notary Public  
My commission expires: 5-13-06