

RECORDED JUNE 1, 1977 BK 222 PG 278 NO. 710438 MARGARET LEWIS, COUNTY CLERK

RE-SUBDIVISION OF LOT NOS. 14 & 18

OF

M McNALLY THIRD SUBDIVISION

DECLARATION OF PROTECTIVE COVENANTS FOR

RE-SUBDIVISION OF LOTS 14 THRU 18

OF

M McNALLY THIRD SUBDIVISION

SHERIDAN COUNTY, WYOMING

THIS DECLARATION, made this day by DENNIS HOMOLA, SHERYL HOMOLA, DAVID J. WITHROW, AND MARILYN WITHROW of Sheridan, Wyoming, hereafter referred to as the declarant,

WITNESSETH THAT:

Whereas, the declarants are the owner of all the lands embraced in Lot no. 14 thru 18 of McNally Third Subdivision which is platted and of record in the office of the County Clerk and Exofficio Register of Deeds of Sheridan, Wyoming said plat by reference being specifically made a part hereof in all respects and as if fully set out and

Whereas, the Declarant intends to sell all of the lots of land located in said Re-Subdivision of Lot 14 thru 18,

Now, therefore, all of the lots and portions of said property shall be held transferred, sold or conveyed by the Declarant or by them contracted to be sold subject to conditions, restrictions, reservations, and covenants now on record, and upon the following express provisions, reservations, restrictions and covenants (hereinafter referred to as the 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 said owner thereof, and are imposed pursuant to a general plan for the improvement of the aforementioned property.

Said conditions, restrictions, covenants and reservations are imposed upon the lands comprising the Re-Subdivision of Lot Nos. 14 thru 18, as an obligation or charge against the same for the benefit of each and every lot therefore contained, and the owner thereof, and said conditions, restrictions, covenants, and

Reservations will be imposed upon each and every lot in said Re-Subdivision of Lot 14 thru 18 of McNally Third Subdivision, and are as follows:

(1)

All lots in said subdivision shall be known and described as residential lots and will be restricted by all the covenants contained herein.

(2)

No lots shall be used except for residential purposes and no business of any nature whatsoever shall be conducted on said lots.

(3)

The ground floor (first floor) area of a single family dwelling, exclusive of porches or garages, shall not be less than 1,000 square feet for a one-story dwelling. Where a single family contains more than (including split level or tri-level) the first two (split) levels shall equal no less than 600 square feet of floor area.

(4)

No more than one residence is permitted on any lots as a principle use.

(5)

No trailers or mobile homes will be allowed on any lots.

(6)

Each building on a lot shall have a minimum setback distances measured from the lot lines to the nearest wall of such structure as follows:

(a) Front and side setbacks - twenty (20) feet;

(b) Rear setback - twenty-five (25) feet.

(7)

No animals, livestock or poultry shall be raised, bred, or kept for any commercial purpose on any lot; goats, swine, stallions, bulls and rams are expressly forbidden and none shall be kept at any time on any tract for any purposes. A family garden is permissible, but no additional ground shall be broken for commercial farming purposes.

(8)

No portion of the property shall be used or maintained as dumping ground for rubbish, trash, garbage and other wastes. Trash, garbage, and other wastes shall be kept in sanitary containers and removed from the premises on a periodic basis by each lot owner. No open fire shall be permitted.

(9)

Any new fence construction shall be as follows: Wood posts, if poles, they shall be peeled, lumber shall be stained and painted. Adequate wire must be used.

(10)

These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of seventy-five percent (75%) of the lots in the subdivision.

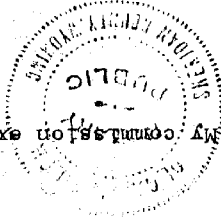
(11)

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument agreeing to change said covenants in whole or in part has been signed by seventy-five percent (75%) of the then owners of the lots and recorded.

No septic tanks, leaching system, or parts thereof shall be installed within any of the areas described as follows:

1. 50' of the northern half of the eastern boundaries of Lot 4.
2. 100' of the southern half of the eastern boundary of Lot 4.
3. 50' of the eastern boundary of Lot 3, or
4. 50' of the western half of the southern boundary of Lot 3.

Furthermore, percolation tests shall be performed according to standard procedures for such tests, and all septic systems designed and installed based on such test results and in accordance with 1976 Wyoming Water Quality and Regulations regarding Private Sewage Disposal Systems.



My commission expires: January 15, 1978

Notary Public

Witness my hand and official seal.

The foregoing instrument was acknowledged before me this 14 day of April, 1976, by Dennis Homola and Sheryl Homola, husband and wife, and D. J. Withrow and M. N. Withrow, husband and wife.

STATE OF WYOMING)
COUNTY OF SHERIDAN)
SS

M. N. Withrow

D. J. Withrow

Sheryl Homola

Dennis Homola

IN WITNESS WHEREOF, The Grantors have hereunto set their hands and seals this 14 day of April, 1976