RECORDED DECEMBER 19, 1955, BK 105 PG 52
NO. 384491 B. B. HUME, COUNTY CLERK

DECLARATION OF PROTECTIVE RESTRICTIONS

THIS DECLARATION made this 10TH day of DECEMBER. A.D. 1955, by Dana Land Company, a corporation, duly organized and existing under and by virtue of the laws of the State of Wyoming, hereinafter referred to as the Declarant.

WITNESSETH

WHEREAS, the Declarant is the owner of the following described real estate, to-wit:

All of Block 6; All of Block 7; Lots 1 through 7 in Block 8; Lots 1 through 6 and Lots 25 through 34 in Block 12; the West 73 feet of Lot 1, Lots 2 through 6 and 25 through 30, in Block 13; all in the Dana Addition to the Town, now City of Sheridan, Wyoming.
~~Amended Plat of Dana Addition, Lots 8 through 13 Block 9; all of Block 9; all of Block 11; all of Block 10; Lots 7 through 17 in Block 12; Lots 7 through 13 in Block 13; Lots 10 through 13 in Block 14; all in the Amended Plat of Lots 8 to 14, Block 9; Blocks 8, 10 and 11; Lots 7 to 28, Block 12; Lots 7 to 24, Block 13; and Lots 10 to 15, Block 14; of the Dana Addition to the City of Sheridan, Sheridan County, Wyoming.~~

WHEREAS, the Declarant being the owner of all of said above lots in the original and the amended plat, intends to sell said lots and parcels of land therein contained;

NOW THEREFORE all of the lots, parcels and portions of said property shall be held, transferred, sold and or conveyed by the Declarant or by it contracted to be sold, subject to the conditions, restrictions, reservations and covenants now of record and upon the following expressed 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 each owner of land therein, and shall endure 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 the general plan for an improvement of the above described real estate.

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:

(a) No structure shall be erected, altered, placed or permitted to remain on any residential building plot, other than one detached single-family dwelling or one semi-detached single-family dwelling, not to exceed one and one-half stories in height and a private garage for not more than three cars.

(b) No building shall be erected, placed or altered on any building site on said lots until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of H. J. Clere, Jr., K. M. Krause and N. H. Currence, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member of members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event such committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specification have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated

representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after December 1, 1980. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, awritten instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 10 feet to any side street line.

No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 70 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line.

(d) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5000 square feet or a width of less than 50 feet at the front building setback line.

(e) No store, shop, repair shop, storage or repair garage, restaurant, dance hall, or other public place of amusement, or any similar business or commercial enterprise shall be carried on or conducted upon any lots described herein, nor shall anything be done on any of said lots which may be an annoyance or nuisance to the neighborhood.

(f) No trailer, basement, tent, shack, garage, barn or other outbuildings erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(g) No dwelling costing less than $7,000.00 as of June 5, 1956 shall be permitted on any lot in the tract. The ground floor area of the main structure shall not be less than 640 square feet in the case of a one story structure, exclusive of garage, nor less than 640 square feet in the case of a one and one-half story structure, exclusive of garage.

(h) Yard fences may extend only from the rear of any lot to the front or side setback line, and there shall be no front yard fencing.

(i) An easement is hereby reserved for the Montana Dakota Utility Company and the Mountain States Telephone and Telegraph Company for poles, anchors, and guy wires and cable adjacent to any lot lines in Dana Addition to the City of Sheridan.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 1, 1980, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owing any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Executed this 10th day of December, 1955.

DANA LAND COMPANY
A Wyoming Corporation

By: H. J. Clare Jr.
President

Attest: K. M. Krause
Secretary

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

On this 10th day of December, 1955, before me appeared H. J. CLARE, JR., and K. M. KRAUSE, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively of the Dana Land Company, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was filed and sealed on behalf of said corporation by authority of its Board of Directors and said H. J. CLARE, JR. and K. M. KRAUSE, respectively acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and Notarial Seal this 10th day of December, 1955.

Melva Herbel
Notary Public

My Commission expires the 15th day of June, 19 58.