

DECLARATION OF PROTECTIVE RESTRICTIONS

This Declaration of Protective Restrictions, made this day by RALPH A. LEVI and BETTY L. LEVI, his wife, hereinafter referred to as the Declarants:

WITNESSETH, THAT:

WHEREAS, on the 26th day of June, 1962, the Declarants did cause to be filed in the Office of the County Clerk and Ex-Officio Register of Deeds of Sheridan County, Wyoming, a Plat, executed by the Declarants entitled "Helsberg Subdivision" the same being a subdivision of a Tract of land situated in the South half of the Northeast quarter of Section 32, Township 54 North, Range 85 West of the Sixth Principal Meridian.

WHEREAS, the Declarants have subdivided said Tract into smaller tracts and is in the process of selling and conveying said smaller tracts to third persons and wish to place certain protective restrictions on said tracts prior to conveyance.

NOW, THEREFORE, all of the tracts 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 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 said 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 real estate as an obligation or charge against the same for the benefit of each and every tract and 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 tracts or lots above described, and said conditions, restrictions, covenants and reservations will be imposed upon each and every tract or lot in said above described parcel of real property and are as follows:

I.

That said Tracts and lots shall be used for residential cabin purposes exclusively and that no cabin shall be erected, altered, placed or permitted to remain on any tract other than one single family cabin. That any additions to the main cabin or other proposed buildings which are to be constructed upon said premises, must, prior to construction, be first approved by the Architectural Control Committee hereinafter provided. That all plans and specifications, including a drawing showing the proposed location of the structure or alteration must be presented to said Control Committee for approval.

II.

That no structure of a temporary nature, no trailer, trailer-house, basement, tent, shack, garage, barn or other outbuilding shall be located upon any lot or tract at anytime to be used temporarily or permanently as a place of residence. That no rubbish or debris of any kind and character shall ever be placed or permitted to accumulate upon any portion of any lot or tract in said addition so as to render said premises unsightly, unsanitary, offensive or detrimental to any other tract or tracts or the occupiers thereof; that there shall not be erected, permitted, maintained or carried on upon said real estate or any part thereof, any saloon, nor any factory, repair shop or any other business institution of any kind.

III.

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 December 1, 1999.

IV.

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 covenant, either to restrain violation or to recover damages.

V.

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 real property.

VI.

Provided further that all owners of tracts in said subdivision shall meet annually and shall select a committee of three from said owners who shall serve as the Architectural Control Committee; the members of said Committee once selected shall serve for a period of one year and until their successors are selected and elected.

VII.

IT IS EXPRESSLY UNDERSTOOD that the invalidation of any one of these covenants by Judgment and Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have executed this instrument this 1st day of December, 1963.

COUNTY OF WYOMING }
COUNTY OF SHERIDAN } SS

On this 1st day of December, 1963, before me personally appeared RALPH A. LEVI and BETTY L. LEVI, his wife, to me known as 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 first above written.

Notary Public

Commission expires: 12/1/66

