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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Declaration of Protective Covenants, Conditions and Restrictions

This Declaration of Protective Covenants, Conditions and Restrictions is made by **Daniel Muniak and Paula Muniak, husband and wife,** ("Declarant"), this 4th day of June, 2012.

PROTECTED PROPERTY

Declarant is the owner of real property located in Sheridan County, Wyoming:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18, Block 71, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 of Block 72, Downers Addition to the City of Sheridan, Sheridan County, Wyoming.

Declarant desires to establish protective covenants, conditions and restrictions which shall be binding upon all persons who may hereafter acquire an interest in the above described property.

In consideration of the foregoing, Declarant hereby declares and establishes the following protective covenants, conditions and restrictions, which shall be binding upon the Property, and all of which shall be binding upon and enforceable against all subsequent owners of any interest in the Property.

USES AND RESTRICTIONS ON USE

Uses in General: Each lot within the Property shall be used only for Residential Purposes. The Property may be used for any lawful purpose not specifically prohibited herein or by any applicable zoning or other laws, regulations or ordinances.

Maintenance of lots. All lots shall be maintained in an orderly manner. No portion of the subdivision shall be used as a dumping ground for rubbish, trash, garbage, or other waste. All waste and refuse are to be kept in closed containers appropriately screened from public view.

Use Restrictions: The following uses shall not be conducted or permitted:

(i) Any public or private nuisance;
(ii) Any obnoxious odor or obnoxious activity;

Mobile Homes Prohibited. No mobile home shall be permitted upon any lot at any time. A "mobile home" is defined as a live in unit, manufactured with an integral towing device or wheels, whether or not the device or wheels are subsequently removed. This restriction shall not prevent the temporary parking and occasional use of a camping trailer or motor home, so long as the unit is parked on a suitable surface and is not used as a temporary or permanent residence.

Junk Vehicles Prohibited. No derelict, non-functional, unregistered or abandoned vehicles shall be permitted to be located or stored upon the property in public view.

DURATION, MODIFICATION AND ENFORCEMENT

Term. This Declaration shall run with and bind the Property in perpetuity.

Amendments. This Declaration may be amended by Declarant, or in the event Declarant no longer retains an interest in any of the property, then upon the written

consent of all of the owners of the property. Amendments to this Declaration shall be in writing, properly executed, acknowledged and recorded with the Sheridan County Clerk and Recorded.

Enforcement. These Covenants may be enforced by any record owner of any Lot and/or the Declarant. Enforcement may be by any appropriate proceeding at law or in equity by Declarant, against any Person violating or attempting to violate such provisions, either to restrain such violations, to enforce liability, or to recover damages, or by any appropriate proceeding at law or in equity against the Lot in question to enforce any lien or charge arising by virtue hereof. In addition, the party enforcing the covenants shall be entitled to receive from the person or entity violating the same, all reasonable attorney's fees and all other costs incurred in enforcing said covenants. Declarant shall not be liable for enforcement of or for failure to enforce said provisions, and failure of Declarant to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Severability. The invalidity of any one or more of the provisions of this Declaration shall in no way affect any of the remaining provisions, which shall remain in full force and effect.

Controlling Law. This Declaration shall be construed and governed under the laws of the State of Wyoming.

IN WITNESS WHEREOF, this Declaration has been executed by the Declarant this ____ day of _____, 2012.

Daniel Muniak

Paula Muniak

State of ~~Wyoming~~ Montana)
County of ~~Sheridan~~ Garfield)ss

The foregoing instrument was acknowledged before me by Daniel Muniak and Paula Muniak, this 4th day of June, 2012.

Witness my hand and official seal.

AMBER SAYLOR
NOTARY PUBLIC for the
State of Montana
Residing at Jordan, Montana
My Commission Expires
August 4, 2013

Signature of Notarial Officer
Title: Notary Public

My Commission Expires 08-04-2013