

APRIL 2, 1956,
NO. 123456.

BK 106 P3 23
B. F. HALL, COUNTY CLERK

THIS DEED, made the 13th day of March, 1956, by and
between the BIG HORN COAL COMPANY, a corporation organized and existing under
and by virtue of the laws of the State of Wyoming, and having its principal
place of business in the County of Sheridan, the GRANTOR, and EVA D. Lowe
_____, of the County of Sheridan
State of Wyoming, the GRANTEE, WITNESSETH:

That the grantor, for and in consideration of the sum of One Dollar
and other valuable consideration Dollars (\$1.00), in hand paid, the
receipt whereof is hereby acknowledged, does, by these presents, grant, bargain,
sell, CONVEY AND WARRANT unto the said grantee, subject, however, to any assump-
tions of title in deeds of record or grantors, all that certain tract, lot, place,
and parcel of land situated in the County of Sheridan, State of Wyoming, and
described as follows, to wit:

Lot's Seventeen (17) and Eighteen (18)
of Block 2 of the High Addition
situated in the City of Sheridan, Wyoming, together
with all improvements situate thereon, together with
all the following covenants, which shall be binding on all persons
with this deed and shall be binding on all persons
and all persons claiming under this deed, to-wit:
1901, as if such said covenants shall be made
legally enforceable by a majority of the then owners of
the lots in said block and shall be binding on
whosoever 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 owning any real property
situated in said development or subdivision to sue
for and recover any damages or sum of money which
the person or persons violating or attempting to
violate any such covenant may, either to prevent him
or when sued to bring or to recover damages or other
sums for such violation.

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



1. All lots in the block shall be known and described
as residential lots. No structures shall be erected,
altered, placed, or permitted to remain on any lot
herein intended for other than one detached single
family dwelling, not to exceed one and one-half stories
in height above the finished ground. The maximum shall
not be higher than 30 feet above the finished grade to
said structures and a private garage for not more than
2 cars. No structure shall be erected or placed on
any lot hereon which shall be used for other than
residential purposes.

2. No building shall be erected or placed on any lot
hereon which shall be used for other than residential
building purposes. No building shall be erected or
placed on any lot hereon which shall be used for other
than residential purposes.

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writing by a majority of the committee hereinafter designated 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. This committee is to be composed of three members, two of whom to be appointed by the Grantor herein and one by the record owners of Lots in said addition. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications 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 January 1, 1961. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written 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 nearer to the front line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no buildings shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line. No building, except a detached garage or other outbuilding located 50 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line. It is understood, however, that the exception to setback lines, applying to the whole tract or to certain lots, may be made where special conditions warrant.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 9725 Sq. feet or width of less than 75 feet at the front building setback line, except that a residence may be erected or placed on lots Nos. 3, 4, 5 & 6, Block 1; lots 1 and 2, Block 4; lots 1 and 2, Block 5, as shown on the recorded plat.

E. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. Purchaser agrees that on demand of grantor he will construct a 4 foot cement sidewalk and 2 foot combination curb and gutter in accordance with the design approved by grantor.

G. Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Building Inspector of the city of Sheridan, Wyoming. Approval of such system as installed shall be obtained from such authority.

H. No trailer, basement, tent, shack, garage, barn, or other outbuilding 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.

I. No dwelling costing less than \$5,500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,000 sq. feet in the case of a one-story structure nor less than 625 sq. feet in the case of a one and one-half story structure.

J. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer, the day and year first above written.

(SEAL)

Attest:

Secretary

BIG HORN COAL COMPANY

By

Geo. A. Nugent
Vice President.

THE STATE OF WYOMING)
COUNTY OF SHERIDAN) ss

On this 13th day of March

1956, before me personally appeared

Geo. A. Nugent who, being by me duly sworn, did say that he is the Vice President of the BIG HORN COAL COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Geo. A. Nugent acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires on the 10th day of October A. D. 1959.
Given under my hand and seal this 13th day of March A. D. 1956.

D. Holcomb
Notary Public

Commission Expiration October 10, 1959