

DECLARATION OF RESTRICTIONS

BERT K. JOHNSTON AND PAULINE S. JOHNSTON, husband and wife and  
VINCENT PAUL JOHNSTON AND MARY JEAN JOHNSTON, husband and wife, to the  
public:

WHEREAS, On the 10 day of July, A. D., 1956, at 9:30 A.M.,  
the said Bert K. Johnston and Pauline S. Johnston, husband and wife, and  
Vincent Paul Johnston and Mary Jean Johnston, husband and wife, did cause to  
be filed of record a plat, executed by them, and said parties are now desirous  
of placing restrictions on the said entire tract of land situated in the  
NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 34 and NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 35, Township 56 N., Range 84W.  
of the 6th P.M.

Described as follows: Beginning at the Northwest corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$   
of said Section 35, thence North 88° 28' East 302.6 feet, thence South 0° 01'  
East 641.4 feet, thence South 89° 59' West 1115.6 feet, thence North 0° 01' West  
631.5 feet, thence North 89° 51' East 813.0 feet to the point of beginning,  
of the Sheltered Acres Subdivision, being for the use and benefit of the pre-  
sent owners or the future grantees of the said owners, their heirs and assigns,  
and purchasers, the above-mentioned parties do hereby declare:

PERSONS BOUND BY THESE RESTRICTIONS

All persons, corporations, cooperatives, companies, associations and  
organizations, who now own or shall hereinafter acquire any interest in and  
to the above described lots in the Sheltered Acres Subdivision, shall be taken  
and held to agree and covenant with the owners of said lots and with their  
heirs, successors, and assigns, to conform to the following covenants, restric-  
tions, and stipulations, as to the use thereof, and as to the construction of  
residences, and the improvements thereon.

RESTRICTIONS ON BUILDING

(a) All lots in the tract shall be known as residential lots. No structure  
shall be erected, altered, placed, or permitted to remain on any residential  
lots, other than one detached, single-family dwelling, not to exceed one and  
one-half stories in height and a private garage but not for more than two cars,  
and other out buildings incidental to residential use.

(b) No buildings shall be located on any residential lot nearer  
than twenty-five feet to the front of the lot line and no nearer than ten

feet to any side street line. No building shall be located nearer than five feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 35 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. In the event a house is turned on a corner lot to face the side street, the setback line at the front of the lot shall be 5 feet greater than the setback of the adjoining house and the setback line on the side street shall be 25 feet. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

(c) No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. There shall be no front yard fencing.

(d) No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6000 square feet, except that a dwelling may be erected or placed on lots numbered \_\_\_\_\_ as shown on the recorded plat.

(e) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

(f) No residential structure shall be erected or placed on any lots which has a living area less than eight hundred square feet exclusive of the

basement, providing the house so constructed, that is with the eight hundred square feet, shall have an attached garage; and in the event the house does not have an attached garage, then the house must be a minimum of eight hundred fifty square feet and have a full basement. In the event the house does not have an attached garage or basement as hereinabove provided, then and in that event the minimum square feet of living area is to be nine hundred square feet.

(g) No obnoxious or offensive trades or activity shall be carried on upon any of the said lots or shall anything be done thereon which may be or become an annoyance for nuisance to the neighborhood.

(h) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(i) No trailer, basement, tent, shack, garage, barn, or other out buildings erected shall, at anytime, be used as a residence, nor shall any structure of a temporary nature or character be used as a residence.

(j) Any building or residence erected on said premises shall be a building of new construction of A-1 material and no building or buildings shall be moved on said premises from some other place or property.

(k) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

(l) Any building started on said premises shall be completed within one year from the date said construction begins.

(m) At the time a house is built on any of the lots in this subdivision, there must be constructed, before the property is occupied for living

purposes a sidewalk four feet in width, the full length of the said property. If weather conditions are such that a house can be completed except for exterior improvements such as the aforementioned sidewalks, the house may be occupied if twice the amount of money necessary to construct the sidewalks or make other exterior improvements is placed in escrow to guarantee completion of said work.

(n) Each building site is to have a combination curb and gutter constructed to the proper elevation as specified and determined by the governmental authority having jurisdiction over the care of the streets, alleys, and public property within the subdivision.

(o) There shall be no more than one out building on said property to be used in conjunction with residential purposes and not for any trade, industries or callings.

#### ARCHITECTURAL CONTROL COMMITTEE

The architectural control committee is composed of Vincent Paul Johnston, Bert K. Johnston, and Pauline S. Johnston. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

#### GENERAL PROVISIONS

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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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.

IN WITNESS WHEREOF, Bert K. Johnston and Pauline S. Johnston, husband and wife, and Vincent Paul Johnston and Mary Jean Johnston, husband and wife, cause their names to be subscribed on the date hereinafter written and the following acknowledgment.

Bert K. Johnston  
Bert K. Johnston

Pauline S. Johnston  
Pauline S. Johnston

Vincent Paul Johnston  
Vincent Paul Johnston

Mary Jean Johnston  
Mary Jean Johnston

STATE OF WYOMING     )  
                              : ss.  
County of Sheridan    )

On this 10th day of July, A. D., 1956, before me,  
the undersigned, a Notary Public for the State of Wyoming, personally  
appeared BERT K. JOHNSTON, PAULINE S. JOHNSTON, husband and wife, and  
VINCENT PAUL JOHNSTON, MARY JEAN JOHNSTON, husband and wife, known to me  
to be the persons whose names are subscribed to the within instrument  
and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
Notarial Seal, the day and year first above written.

  
Catherine C. Brown  
Notary Public for the State of Wyoming  
Residing at Sheridan, Wyoming  
My commission expires January 22, 1958