

RECORDED MAY 16, 1975 BK 208 PG 572 NO 664145 MARGARET LEWIS, COUNTY CLERK

DECLARATION OF PROTECTIVE RESTRICTIONS

OF

DON-ENA ESTATES

THIS DECLARATION, made this 14 day of April, 1975, by Richard A. Mader A/K/A R.A. "Dick" Mader and Ena F. Mader, husband and wife, hereinafter referred to as Declarants, as protective restrictions for DON-ENA ESTATES, a subdivision in Sheridan County, Wyoming, WITNESSETH:

WHEREAS, Declarants are the owners of the following described real property, to-wit:

Tracts Numbered 1 through 55, inclusive, being all of Don Ena Estates Subdivision, Sheridan County, Wyoming, as shown on that certain plat recorded April 5, 1974 in Book 1 of Plats, Page 122.

WHEREAS, the Declarants have sub-divided said property into the above described lots and intend to sell said lots and parcels of land therein contained;

NOW, THEREFORE, it is the intantion of DON-ENA ESTATES, expressed by the execution of this instrument, that said lands shall be developed and maintained as a highly desirable rural residential area. It is the purpose of these covenants and restrictions that the present natural beauty, growth, native setting and surroundings shall always be protected insofar as possible in connection with the uses and structures permitted by this instrument. All of the tracts, parcels and portions of said property shall be held, transferred, sold and/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 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 realty as an obligation or charge against the same for the benefit of each and every tract 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 above described, and said conditions, restrictions, covenants and reservations will be imposed upon each and every tract in said above described real estate, subject only to the exceptions herein noted:

1. Tracts in said subdivision shall be known and described by tract numbers. Tracts shall be used for residence purposes exclusively and no buildings or structures other than one-family residences with customary outbuildings, including a private garage, chicken house, barn and a guest house if desired, shall be erected, maintained or permitted on any such tract. No structure shall be more than one and one-half story in height and must contain not less than 900 sq. ft. of floor area, exclusive of the garage or outbuildings, except that tracts numbered 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35 can contain two story residences, but must contain not less than 1400 sq. ft. of floor area, exclusive of garage, in said residences. Exceptions shall apply to Tracts 1, 9 and 22 on which shall be allowed commercial uses, for the following express purposes. On Tract 1 there shall be allowed a nursery and a storage warehouse, providing that the structure shall not be over the height of the normal one-story residence dwelling, above ground level, in the adjacent area. On Tract 9 will be allowed a neighborhood grocery store, providing it shall not be over the height of a normal one-story residence, above ground level, in the adjacent area, and shall take the outside appearance of a residence. Tract 22 is set aside for a church building.

2. No dwelling shall be occupied until the exterior construction is entirely completed.

3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any tract at any time as a residence either temporarily or permanently.

4. No more than one residence and one guest house is permitted on any tract as a principal use.

5. No animals, livestock or poultry shall be raised, bred or kept for any commercial purpose on any tract; goats and swine are expressly forbidden and none shall be kept at any time on any tract for any purpose. In order to prevent overgrazing, livestock shall be kept in a small corral or enclosure not to exceed twenty per cent of the tract size and only allowed for occasionally grazing in remaining grass area owned and fenced by the owner.

6. No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage and other wastes. Trash, garbage and other wastes shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. No more than one unlicensed motor vehicle shall be kept on the premise unless stored in an outbuilding.

7. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owner of any other portion of the subdivision.

8. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one foot by three feet, rustic wood design.

9. There shall be no re-subdividing of any tract in the subdivision.

10. Sewage systems

All sewer systems must comply with Public Health Standards. All such sewer systems shall be placed a minimum of 50 feet from any property line. Anytime that a central sewer system should become available in the area of the subdivision all tract owners in the subdivision will be required to convert and subscribe to that service.

11. It is specifically understood that in the event a central sewer or water system is available in the area, that any owner of the tract in said subdivision upon which any buildings are erected, must, within 365 days after same becomes available, tap on to said sewer system or water system, all at said tract owner's cost.

12. Any costs of installation of a central water or sewer system shall be born by the tract owners in their proportionate amount, based upon the tract or tracts owned by said tract owner to the total number of said tracts in said subdivision.

13. Easements and rights of way are reserved in the subdivision on each tract, fifteen feet on each side, for poles, wires, pipes, lighting, electricity, gas, telephone, sewer and water hook-ups, and other public utilities and services, with a right of ingress, and egress, at any time for the purpose of further construction and repair.

14. All roads within the subdivision are to be maintained, improved and maintained when necessary by all tract owners on a proportionate basis, based upon the number of tracts owned by said tract owner to the total number of said tracts in the subdivision.

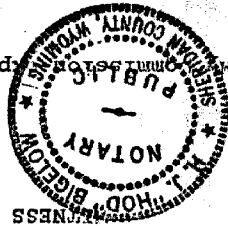
15. The public utility company such as the gas and electrical company shall provide for the installation of the utilities to a point adjacent to each tract. The owner of each tract shall be responsible for installing utilities on their tract, said installation to be at the cost of the owner of such tract.

16. Each dwelling shall be constructed with adequate off-street parking area for at least two automobiles per residence. No parking shall be allowed within the road right-of-way.

17. No property owner shall place upon his premises, swimming pool, filter tanks, fuel oil tanks or other similar tanks, which may be visible from the road. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the street or any adjacent tracts. No towers or radio or television antennae higher than twenty feet above the highest roof line of the dwelling house shall be erected and all such towers and antennae must be attached to the dwelling house.

18. There is never at any time to be erected, permitted, maintained or carried on on said real estate or any part thereof, any saloon or place for the sale of, or manufacture of malt, vinous, or spiritous liquors, nor any factory. Nor any repair shop except one that can be enclosed and maintained inside of private garage or any manufacturing of any kind, nor any trade or business that cannot be housed in the residence, shall be carried on in said subdivision.

19. Declarants or their successor, shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein and allocate and assess the costs for the improvement, maintenance and repair, of all roadways. Upon the violation of any covenant, or any failure to pay any assessment, written notice of such violation or failure shall be directed to the violator who shall have ten (10) days after receipt of said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, Declarants or their successor, may re-enter and take possession of the violator's premises and correct the violation, and charge the violator with all costs thereof. In addition, damages may be assessed against the violator at the rate of \$25.00 per day for each day the violation continues after the ten-day notice. In the event suit is required to collect any sums due, or to enjoin the violation of any of the covenants contained herein, or which may be assessed by a Court, the violator shall be liable for all attorney's fees and costs incurred by the Declarants, or their successor, in bringing such action.



WITNESS my hand and official seal.

Notary Public

Expires on the 24 day of January, 1977.

The foregoing instrument was acknowledged before me this 17 day of April, 1975, by Richard A. Maden, Jr.

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

Declarants

Richard A. Maden, Jr.

Richard A. Maden, Jr.

IN WITNESS WHEREOF, the Declarants have executed this instrument this 17 day of April, 1975.

24. 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 (25) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 75% of the then owners of the lots has been recorded, agreed to change said covenants in whole or in part.

23. It is specifically provided 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 realty.

22. In the event any of the restrictions or covenants contained herein is invalidated by judgment or court order, the remaining provisions shall remain in full force and effect.

21. It is specifically understood that a further exception to restrictions contained herein is that on tracts 37 and 38, it is permitted that gravel may be removed therefrom until at least 98% of the tracts in said subdivision are sold.

20. The Declarants may transfer the authority granted herein to said Declarants to an architect's committee, composed of at least three owners of tracts in said subdivision, in the event Declarants so desire to transfer said authority, the Declarants shall call for an election by the owners of said tracts, with rules and regulations to be set up by said Declarants for the election of the new architect's committee. After said committee has been elected, then said committee will be allowed to set up its own rules and regulations and procedures for subsequent elections. On any such elections, however, each resident owner shall have one vote.