RECORDED OCTOBER 12, 1976 BK 217 PG 577 NO 695113 MARGARET LEWIS, COUNTY CLERK

# DECLARATION OF PROTECTIVE COVENANTS FOR COLONY SOUTH ADDITION AND COLONY SOUTH 2ND ADDITION

This Declaration is made by E. E. EDWARDS and BETTY S. EDWARDS, husband and wife, and CARROLL & ASSOC., INC., a Wyoming Corporation, with its principal offices at Sheridan, Wyoming, all hereafter referred to as "Declarant".

The Declarant is the owner of all lands embraced in the subdivisions known as Colony South Addition and Colony South 2nd Addition which are platted and of record in the office of the County Clerk and Ex-Officio Register of Deeds at Sheridan County, Wyoming. These plats are incorporated by reference in this Declaration and are specifically made a part hereof in all respects, as if fully set out herein.

The Declarant intends to sell lots in Colony South Addition and Colony South 2nd Addition to the City of Sheridan, Sheridan County, Wyoming.

Lots 4 through 15, inclusive, of Block 3 of Colony South 2nd Addition and all of the lots, except Lots 14 through 28, inclusive, of Block 3 of Colony South Addition shall be held, transferred, sold, conveyed, or contracted to be conveyed by Declarant subject to the conditions, restrictions, reservations, and covenants now on record and upon the following expressed conditions, provisions, reservations, restrictions, servitudes, and covenants (hereafter referred to as covenants). Each and every covenant is for the benefit of the entire Colony South Addition and for the benefit of each owner of land therein, except for Lots 14 through 28, inclusive, of Block 3 and the owners of those lots, and for the benefit of Lots 4 through 15, inclusive, of Block 3 of Colony South 2nd Addition and the owners of those lots.

These covenants shall be binding on all owners of land in Colony South Addition, except for the owners of land in Lots 14 through 28, inclusive, of Block 3 and on all owners of Lots 4 through 15, inclusive, of Block 3 of Colony South 2nd Addition, and their successors in interest, regardless of how that interest is acquired. This includes among others, adverse possessors, lessees, and purchasers at mortgage foreclosure sales. These covenants are imposed pursuant to a general plan for the improvement and benefit of Colony South Addition. Each and every owner of land in Colony South Addition, except for owners of Lots 14 through 28, inclusive, of Block 3 and each and every owner of land in Lots 4 through 15, inclusive, of Block 3 of Colony South 2nd Addition, shall have the right to enforce the following covenants.

Approval of Building Plans

No building or other structure may be constructed, erected or placed on any lot until the plans and specifications showing the location of the structure and the construction plans and specifications and the plans for the development of the lot have been approved by the Declarant or its successor in interest as to the quality of workmanship and materials, harmony of external design with existing structures, location, and compliance with the covenants contained herein.

Within fifteen (15) days after receiving these plans, the Declarant or its successor in interest shall either approve or disapprove in writing such plans and specifications. In the event the Declarant or its successor in interest fails to approve or disapprove in such period of time, after the plans have been submitted to it, approval

will not be required, and the related covenants will be deemed to have been fully complied with. If the plans shall be rejected, the reasons therefore shall be stated.

Commencement of any construction before approval has been given by Declarant or its successor in interest or construction which does not conform to the approved plans and specifications will be a violation of these covenants.

Utilities

All utilities which are originally delivered underground shall be continued underground.

Driveways

All driveways and off-street parking facilities provided on any lot must be hard surfaced. No gravel construction shall be allowed for driveways or offstreet parking facilities.

Lighting

No dusk to dawn exterior lighting facilities, with the exception of municipal street lighting facilities, will be permitted. No exterior lighting facilities may be mounted on poles or other structures in excess of ten (10) feet in height.

Antennaes

All radio towers or antennaes erected or maintained on the premises shall be of new, metal construction. If the radio towers or antennaes are not attached to the main building on the lot, they must be placed behind the main building. No antenna or radio tower shall be erected or maintained which is higher than fifteen (15) feet above the highest roof line of the main building on the lot.

Recreational Vehicles

No motor homes, campers, snow machines, boats, or trailers may be stored on any street in the subdivision or

in front of the main building on any lot. This covenant shall not prevent the temporary parking of these vehicles on any street in the subdivision or in front of the main building on any lot in the subdivision for a period not to exceed twelve (12) hours per month.

Occupancy

No building on any lot may be occupied until exterior construction on the building has been completed.

Duration

These covenants are to run with the land and shall be binding upon all persons and all parties claiming under them for a period of twenty (20) years from the date of these covenants.

Severability

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

Enforcement

If the parties to this Declaration or their heirs or assigns or any owner of land in Colony South Addition, except the owners of Lots 14 through 28, inclusive, of Block 3, or any owner of land in Lots 4 through 15, inclusive, of Block 3 of Colony South 2nd Addition violates or attempts to violate any of these covenants while the covenants are in effect as provided above, any owner of any lot in Colony South Addition, except for the owners of Lots 14 through 28, inclusive, of Block 3 and any owner of any lot in Lots 4 through 15, inclusive, of Colony South 2nd Addition may bring a suit against the person or persons violating or attempting to violate the covenant in order to prevent them from violating or attempting to violate the

covenant or to recover damages for such violation, and any person violating these covenants shall be liable for all costs incurred in prosecuting the suit, including a reasonable attorney's fee and for liquidated damages in the amount of $25.00 per day until the violation is cured.

In witness whereof, the Declarant has executed this Declaration of Protective Covenants for Colony South Addition this 12th day of October, 1976.

E. E. EDWARDS and BETTY S. EDWARDS

By _____
Attorney-in-Fact

CARROLL & ASSOC., INC.

By _____
President

Attest:

_____
Secretary

CARROLL ASSOC. INC. CORPORATE SEAL WYOMING

STATE OF WYOMING )
) ss.
County of Sheridan )

The foregoing instrument was acknowledged before me this 12th day of October, 1976 by Richard M. Davis, Jr., Attorney-in-Fact for E. E. Edwards and Betty S. Edwards, husband and wife.

WITNESS my hand and official seal.

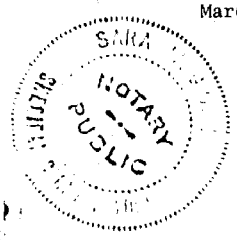
_____
Notary Public

CAROLE GARBER NOTARY PUBLIC

My Commission expires: July 12, 1979

STATE OF WYOMING )
: SS
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 12th day of October, 1976, by Larry Baccari, President of Carroll and Associates.

Sara N. Gradin
NOTARY PUBLIC

My Commission expires:
March 6, 1978.