

GRANVILLE ADDITION

DECLARATION OF PROTECTIVE COVENANTS FOR GRANVILLE ADDITION

This Declaration is made by Dorothy B. Craft, R. Raymond Craft, John A. Carroll, Donald R. Carroll, and William W. Rawlings, residents of Sheridan County, Wyoming, hereafter referred to as "Declarant".

The Declarant is the owner of all lands embraced in the subdivision known as the Granville Addition which is platted and of record in the office of the County Clerk and Ex-Officio Registrar of Deeds of Sheridan, Wyoming. This plat along with an ~~attached plat~~ ^{Exhibit "A" attached hereto} showing the drainage plan for Granville Addition, is incorporated by reference in this Declaration and is specifically made a part hereof in all respects, as is fully set out herein.

The Declarant intends to sell all of Blocks 2, 3, and 4 of the Granville Addition.

At the present time the Declarant does not intend to sell Block 1 of the Granville Addition. Block 1 shall have the benefit of these Protective Covenants, and the owners of any portion of Block 1 may enforce these covenants. Block 1 shall not be burdened by, subject to, or restricted in any manner by this Declaration of Protective Covenants.

Blocks 2, 3, and 4 of this subdivision shall be held, transferred, sold, conveyed, or contracted to be conveyed by the Declarant subject to the conditions, restrictions, reservations, and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitudes, and covenants (hereafter referred to as covenants). Each and every covenant is for the benefit of the entire subdivision and for the benefit of each owner of land therein. The benefits of these covenants shall run with Block 1 and inure and pass with Block 1 and each and every lot therein. The burden and the benefits of these covenants shall run with

Blocks 2, 3, and 4 of the Granville Addition and inure and pass with this property and each and every parcel of land therein. These covenants shall be binding on all owners, except the owners of Block 1 or any part thereof, of land in this subdivision 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 the Granville Addition.

These covenants are imposed upon Blocks 2, 3, and 4 of the Granville Addition as an obligation or charge against the same for the benefit of each and every tract in the subdivision and the owner or owners thereof. Each and every owner of land in this subdivision shall have a right to enforce the following covenants which are imposed upon each and every lot in this subdivision, except Block 1.

Resubdivision

As long as any lot is zoned R-1, the lot may not be subdivided. When a lot is rezoned to a lower use, e.g., R-2, R-3, R-4, B-1, B-2, or M-1, then resubdivision will be allowed. This covenant shall not be construed to prevent a purchaser from buying one or more lots upon which to build.

Minimum Residential Area

All the residential buildings shall have an enclosed area, exclusive of porches and attached garages, of not less than ten percent (10%) of the total lot area associated with the residence.

New Construction

Only newly constructed buildings and residences shall be permitted in the subdivision.

Completion of Exterior Construction

Exterior construction of all buildings must be completed as soon as possible under the circumstances. Failure

to complete such exterior construction within a reasonable time shall be a violation of these covenants.

Occupancy of Structures

No structure on any lot may be inhabited or occupied until it has been completely enclosed, substantially completed, and sanitary facilities and utilities have been installed.

Trailers and Temporary Structures

No structure of a temporary character, trailer, basement, tent, garage, barn, or other out building erected in the subdivision shall at any time be used as a residence either temporarily or permanently.

Excavation

Excavation on any lot is prohibited. Excavation for construction purposes is permitted but only after construction has commenced and during the construction period. This covenant shall not be construed to prevent any owner from testing subsoil conditions or from testing for the presence of water.

Underground Utilities

All utility and television lines in the subdivision shall be placed underground.

Duration

These covenants are to run with the land and shall be binding upon all persons and all parties claiming under them, except the owners of Block 1, for a period of 25 years from the date of these covenants. These covenants shall be automatically extended for successive periods of ten (10) years unless prior to the date of automatic extension an instrument repealing or amending these covenants has been signed by 80% of the then owners of the lots. This instrument must be recorded in the office of the County Clerk of Sheridan County prior to the extension date.

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 this subdivision violate or attempt to violate any of these covenants while the covenants are in effect as provided above, any owner of any lot in the subdivision 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.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Protective Covenants for Granville Addition this 25 th day of June, 1974.

Dorothy B. Craft
Dorothy B. Craft

R. Raymond Craft
R. Raymond Craft

John A. Carroll
John A. Carroll

Donald R. Carroll
Donald R. Carroll

William W. Rawlings
William W. Rawlings

State of Wyoming)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by Dorothy B. Craft, R. Raymond Craft, John A. Carroll, Donald R. Carroll and William W. Rawlings this 25 th day of June, 1974.

Witness my hand and official seal.

Patricia A. Shurt
Notary Public



My Commission expires: April 21, 1978

EXHIBIT "A"

Exhibit "A" showing Drainage Plan for Granville Addition.
Said Exhibit filed with Plat of Granville Addition in
Pocket 7 File 3 of the Plat Case.

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