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M & W SUBDIVISION TO THE TOWN OF RANCHESTER, SHERIDAN COUNTY, WYOMING

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DECLARATION OF PROTECTIVE COVENANTS FOR:  
LOTS 1 THROUGH 28 OF THE PLAT OF M & W SUBDIVISION TO  
THE TOWN OF RANCHESTER, SHERIDAN COUNTY, WYOMING

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THIS DECLARATION made this day by Marion F. Wondra and Elaine L. Wondra, husband and wife, and Gale R. Mittelstadt and Betty E. Mittelstadt, husband and wife, hereinafter referred to as the Declarants,

WITNESSETH, THAT:

WHEREAS, the Declarants are the owners of Lots 1 through 28 embraced in the Subdivision known as "Plat of M & W. Subdivision to the Town of Ranchester, Sheridan County, Wyoming," which was formerly known as "Amended Plat of M & W Subdivision to the Town of Ranchester, Sheridan County, Wyoming, and which is platted and of record in the office of the County Clerk and Ex-Officio Register of Deeds of Sheridan County, Wyoming, said plat by reference being specifically made a part hereof in all respects, as if fully set forth herein; and

WHEREAS, the Declarants intend to sell Lots 1 through 28 contained in said Plat of M & W Subdivision to the Town of Ranchester, Sheridan County, Wyoming; and

WHEREAS, the Declarants did file a Declaration for Protective Covenants ~~by~~ Amended Plat of M & W Subdivision to the Town of Ranchester, Sheridan County, Wyoming, which instrument was recorded on May 31, 1974, in Book 201 at page 466, as Instrument No. 645977 in the office of the County Clerk of Sheridan County, Wyoming, and the Declarants are by this instrument voiding, canceling and vacating this said Declaration.

NOW, THEREFORE, the Declarants hereby do cancel, void and vacate that Declaration of Protective Covenants for Amended Plat of M & W Subdivision to the Town of Ranchester, Sheridan County, Wyoming, which instrument was recorded on May 31, 1974, in Book 201 at page 466 as Instrument No. 645977 in the office of the County Clerk of Sheridan County, Wyoming and do supersede said Declaration by this Declaration of Protective Covenants for Lots 1 through 28 of the Plat of M & W Subdivision to the Town of Ranchester, Sheridan County, Wyoming, and Declarants do declare that all of said Lots 1 through 28 and portions of said property shall be held, transferred, sold or conveyed by Declarants, or by them contracted to be sold, subject to the conditions, restrictions, reservations and covenants now on 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 lot, tract and parcel 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 lots above described, and said conditions, restrictions, covenants and reservations will be imposed upon each and every lot in said above described real estate, and are as follows:

- (1) That said lots shall be used for residence purposes exclusively and that no buildings

or structures, other than one-family residences with the customary out buildings, including a private garage, shall be erected, maintained or permitted on any such lot. No residence building of one story in height shall be of such a size that it shall contain less than 800 sq. feet of floor area, except that where the principal dwelling is a 1½ or 2-story dwelling the minimum may be reduced to 700 square feet of ground floor area, provided that the total living area of the 1½ or 2-story dwelling is not less than 1,200 square feet. A tri-level dwelling shall have a minimum of 900 square feet of finished living area on the two upper levels. No residence building thereon shall exceed one story in height, except with prior approval of the undersigned owners or their successors in interest or the control committee hereinafter mentioned (hereinafter referred to as "approval authority"). At the time 75% of the lots in M & W Subdivision shall have been sold and conveyed by the undersigned owners, the purchasers (owners) of said lots may elect a control committee consisting of three (3) members who shall then replace the undersigned owners or their successors in interest as the approving agency for the provisions of these covenants.

- (2) That no residence erected upon any of said lots shall be erected, maintained or located nearer than 25 feet to the front lot line, nor nearer than 6 feet to any side lot line, except with the prior approval of the approval authority.
- (3) That no buildings, sidewalk curbing or other structure of any nature whatsoever, shall be erected, maintained or permitted on any lot in said Addition, or the erection or construction thereof begun thereon, until plans and specifications therefor shall have first been approved in writing by the approval authority. All plans and specifications for any and all buildings, structures, walls, fences and any alterations thereof or additions thereto, and the location thereof, shall be subject to the approval of the approval authority and all such plans and specifications shall be submitted in duplicate to the approval authority and shall show in detail the nature, kind, shape, height, material, color scheme and elevation of each such structure, and shall likewise show in detail, the location thereof, including all out buildings, upon the lot upon which it is to be built, and when specifically requested, the grading plan of the lot to be built on. Said duplicate plans and specifications shall, in each and every case, be complete in detail and no structure of any kind, the plans, elevation, specifications and proposed location of which have not received a

written approval of the approval authority and which does not fully comply with such approved plans, elevation, location and specifications, shall be erected, maintained or permitted on any lot in said addition. The work of constructing any residence or structure of any nature whatsoever shall, after commencement, be diligently prosecuted to completion thereon in conformity with the conditions herein contained and with the approval of the plans and specifications. The Declarants or approval authority shall not be responsible for any structural defects in said plans or specifications or in any building or structure erected in accordance therewith.

- (4) That no building, nor any out building thereto pertaining while said main building is in the course of construction, or any time prior to its being fully completed as herein required, shall in any manner be occupied, nor shall any residence when completed be in any manner occupied until made to comply with all of the conditions herein set forth. No temporary dwelling of any description whatsoever, including garages or any out building shall be used for residence purposes, nor shall they ever be constructed, placed, maintained or occupied as such dwelling upon any lot in said addition. No dwelling, house or residence or other building, built or constructed upon any other site, shall be moved to or placed upon any lot in said addition or upon any portion thereof, except modular homes. Only new construction will be allowed. No used buildings and no metal buildings that do not, through their appearance, enhance the environmental surroundings, will be allowed. The approval authority must approve or disapprove structures of this type.
- (5) That no sign of any character, other than one ordinary "For Sale", "For Rent" or "Open for Inspection" sign shall be placed or maintained upon any lot in said addition without the prior written consent of the approval authority, and in the event any sign or signs shall be erected or maintained upon said premises in violation of these restrictions, said approval authority may, and is hereby authorized to enter upon said premises and to remove all such unauthorized signs.
- (6) That no rubbish or debris of any kind or character shall ever be placed or permitted to accumulate upon a portion of any lot in said addition so as to render said premises unsightly, unsanitary, offensive, or detrimental to any other lot or lots or the occupiers thereof.

- (7) Unless otherwise allowed herein, no derrick or other structure designated for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any lot in said addition, nor shall any machinery, appliances or structure ever be placed, operated, or maintained thereon, the object or purpose of which is to facilitate carrying on with any trade, manufacturing, marketing or store, or the culture of poultry, livestock, dogs, cats or other commercial business of any kind or nature whatsoever. No excavations for stone, sand, gravel or earth shall be made on said property unless such excavation is necessary in connection with the erection of any approved structure thereon. A trade, light manufacturing, marketing or other light industrial business can be carried on on Lots 19 through 28.
- (8) That there is never, at any time, to be erected, permitted, maintained or carried upon said realty or any part thereof, any undertaking establishment, crematory, hospital, sanitarium, asylum or institution of like or kindred nature, nor any noxious thing or like trade or business, nor shall there be at any time permitted to be kept upon said realty, any goats, cows, hogs, horses, chickens, rabbits, nor any objectionable or noxious farm animal.
- (9) There will be no re-subdividing of any lot in the subdivision, which would interfere with the requirements and limitations as to the construction of improvements.
- (10) The approval authority shall have the right to vary the limitations provided by these restrictions and covenants to the extent of 10% of the requirements, and shall have the right to enforce these covenants.
- (11) Easements and rights of way as shown on the recorded plat are hereby reserved for public utilities in this subdivision for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephones, sewer, water or other public or quasi public utility service purposes, together with the right of ingress, egress and egress at any time for the purpose of further construction and repair. All streets shown on the recorded plat are dedicated to the public.
- (12) These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of 75% of the lots in M & W Subdivision.

- (13) 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.
- (14) All utilities in the Subdivision will be placed underground. The utility company will provide for the installation of the utilities to a point adjacent to each tract. The owner of each tract shall be responsible for installing the utilities on their tract, said installation to be at the cost of the owner of such tract.
- (15) No property owner shall place upon his premises, swimming pool filter tanks, fuel oil tanks or similar tanks which may be visible from the street. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the street or from adjoining tracts. Protective enclosures to screen the above must be approved by the approval authority as a part of the plans for the improvements to be located on the property. No towers or radio or television antennae higher than 20 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.
- (16) All exterior lighting and standards must be approved by the approval authority.
- (17) 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.
- (18) The approval authority shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein. Written notice of such violation or failure shall be directed to the violator who shall have ten (10) days after receipt of the said notice to correct the violation. If said violation is not so corrected, the approval authority may re-enter and take possession of the violator's premises and correct the violation. 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 to be paid to the undersigned subdividers, and later to be paid to the elected control committee. In the event

suit is required to enjoin the violation of any of the covenants contained herein, violater, in addition to any of the other penalties provided herein or which may be assessed by a Court, shall be liable for all attorney's fees and costs incurred by the approval authority in bringing such action.

- (19) In the event any one of the covenants or restrictions contained herein is invalidated by a Judgment or Court Order, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have executed this "Declaration of Protective Covenants for Plat of M & W Subdivision to the Town of Ranchester, Sheridan County, Wyoming", this 10th day of July, 1974.

Marion F. Wondra  
Marion F. Wondra

Elaine L. Wondra  
Elaine L. Wondra

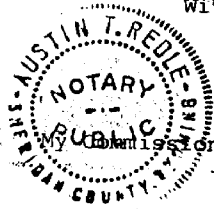
Gale R. Mittelstadt  
Gale R. Mittelstadt

Betty E. Mittelstadt  
Betty E. Mittelstadt

STATE OF WYOMING )  
                          ) SS  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me by Marion F. Wondra and Elaine L. Wondra, husband and wife, and Gale R. Mittelstadt and Betty E. Mittelstadt, husband and wife, this 10th day of July, 1974.

Witness my hand and official seal.



Austin T. Redle  
Notary Public

My Commission expires: December 1, 1975