

PARADISE PARK

DECLARATION OF PROTECTIVE RESTRICTIONS

THIS DECLARATION OF PROTECTIVE RESTRICTIONS made this day by Leonard McEwan and Seymour Thickman, Trustees, hereinafter referred to as Declarants, WITNESSETH THAT:

WHEREAS, Declarants desire to place restrictions on the entire tract of land situate in Sheridan County, Wyoming, said tract being more particularly described as follows, to-wit:

lots 1 through 11 of Paradise Park, a Subdivision Southwest of Sheridan, Wyoming, the plat of which is filed for record in Book 2 of Plats, Page 52, of the records of the County Clerk, Sheridan County, Wyoming, and which plat by this reference is made a part hereof;

WHEREAS, the Declarants plan to subdivide said tract into smaller tracts and to sell said tracts to third persons.

NOW, THEREFORE, all of the tracts, lots, parcels 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 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 said 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 real property as an obligation enforceable against the same for the benefit of each and every tract and lot 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 or lots above described, and said conditions, restrictions, covenants and reservations will be imposed upon each and every tract or lot in said above described parcel of

real property and are as follows:

(1)

That said tracts and 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 and a barn, if desired, shall be erected, maintained or permitted on any such tract. No residence building of one story in height shall be of such a size that it shall contain less than 750 square feet of floor area, exclusive of the garage, and no residence building thereon shall exceed two stories in height, and any such residence building which is one and one-half stories or two stories in height shall be of such a size that it shall not contain less than 1,600 square feet of floor area, exclusive of the garage. Any and all buildings to be built on said real estate shall be built in accordance with the minimum requirements of the Federal Housing Administration or the Farmers Home Administration or the Veterans Administration, said requirements by reference being incorporated in and made a part of these restrictions to the same extent as if set out in full herein.

(2)

That no building, including but not limited to any residence, outbuilding, garage or barn, (a) shall be permitted nearer than 50 feet from any inside lot line without the express written permission of said committee as established in Paragraph (3) hereof being first obtained and (b) shall be located nearer than 50 feet from the nearer right-of-way line of any County road or subdivision platted roadway.

(3)

That no building or other major structure of any nature whatsoever shall be erected, maintained, or permitted on any tract in said Addition, or the erection or construction thereof begun thereon until plans and specifications therefor shall have been first approved in writing by a committee composed of Leonard McEwan, Seymour Thickman and Donald R. Carroll, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of a member or members of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. All plans and specifications for any and all buildings or major structures, and any alterations thereof, shall be subject to the approval of said committee or their successors in interest, and all plans and specifications shall be submitted to the committee and shall show in detail the nature, kind, shape, height, materials, and elevations of each such structure, and shall likewise show in detail the location thereof, including all outbuildings, upon the tract upon which it is to be built, and, when specifically requested, the grading plan of the lot to be built on. Said plans and specifications shall, in every respect, be complete in detail, and no structure of any kind, the plans, elevations, specifications and proposed location of which have not received a written approval of said committee or their successors in interest and which does not fully comply with such approved plans, elevations, locations and specifications, shall be erected, maintained or permitted on any tract in said Subdivision. The work of constructing any residence or structure

of any nature whatsoever shall, after commencement, be diligently prosecuted to completion thereof in conformity with the conditions herein contained and with the approved plans and specifications. The Declarants 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 outbuilding 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 the conditions herein set forth. No temporary dwelling of any description whatsoever, including garages or any outbuildings used for residence purposes, shall ever be constructed, placed, maintained or occupied as such dwellings upon any tract in said subdivision. No dwelling, house, or residence or other building built or constructed upon any other site shall be moved to or placed upon any tract in said subdivision or upon any portion thereof unless the same shall meet all the requirements as set forth in Paragraph (1) hereof, including the minimum requirements when originally built, and without approval of said committee.

(5)

That no sign of any character other than any 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 Declarants or their successors in interest, and in the event any sign or signs shall be erected or maintained upon said premises in violation of these restrictions, said Declarants, or any one of them, are hereby authorized to enter upon said premises and to remove any and all such unauthorized signs.

(6)

That no rubbish or debris of any kind or character shall ever be placed or permitted to accumulate upon any 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 occupants thereof.

(7)

That no derrick or other structure designed for use in boring for oil or natural gas shall ever 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 animals on a commercial basis, or any other commercial business of any kind or nature whatsoever. No excavations for stone, sand, gravel or earth shall ever be made on said property unless such excavation is necessary in connection with the erection of an approved structure thereon and unless the present owners of the land of the proposed Subdivision use some of the subsurface gravel at the time they construct the proposed streets into their subdivision.

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(8)

That there is never, at any time, to be erected, permitted, maintained or carried upon said real estate or any part thereof any saloon or place for the sale or manufacture of malt, vinous or spiritous liquors, nor any factory, repair shop or manufactory of any kind, nor any undertaking establishment, crematory, hospital, sanitarium, asylum or institution of like or kindred nature, nor any noxious thing, trade or business.

(9)

No trailer, basement, tent, shack, garage, barn or other outbuilding erected, shall at any time be used as a residence, nor shall any structure of a temporary nature or character be used as a residence.

(10)

No residential lot as shown on the plat of Paradise Park shall be re-subdivided into building lots of less than 100 feet by 150 feet.

(11)

That it is expressly understood that an easement is reserved for utility installments and maintenance as follows:

- a. The East 20 feet of Lots 4, 5 and 11.
- b. Paradise Drive.
- c. The West 10 feet of Lots 2, 6 and 9 and the East 10 feet of Lots 1, 7 and 8.
- d. The South 10 feet of Lots 5 and 6 and the North 10 feet of Lots 9 and 11.

PROVIDED, that these covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1973, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part. Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant, either to restrain violation or to recover damages.

PROVIDED ALSO, 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.

IT IS EXPRESSLY UNDERSTOOD that the invalidation of any one of these covenants by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have executed this instrument this 24 day of October, 1963.

Leonard McEwan  
Seymour Thickman

STATE OF (WYOMING)  
: ss.  
COUNTY OF (SHERIDAN)

On this 24 day of October, 1963, before me personally appeared Leonard McEwan and Seymour Thickman, Trustees, to be known to be the persons described in and who executed the foregoing Declaration of Protective Restrictions, and acknowledged that they executed the same as their free act and deed.

GIVEN under my hand and notarial seal the day and year in this certificate first above written.

Leonard H. McEwan  
Notary Public

My Commission expires on the 30<sup>th</sup> day of July, 1964.