

DECLARATION OF PROTECTIVE RESTRICTIONS

THIS DECLARATION OF PROTECTIVE RESTRICTIONS made this day by Donald R. Carroll and Shirley E. Carroll, his wife, and I. L. Carroll and Shirley A. Carroll, his wife, hereinafter referred to as the 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:

Tracts 1 through 33 of the Meadowlark Meadows Subdivision located in the north half of Section 33, T₃₅ N. R. 24 and recorded in the office of the County Clerk of Sheridan County in Book 2 of Platts at page 55.

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 or charge 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 anyone 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, chicken house 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 900 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, 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 residence erected upon any of said lots shall be erected, maintained or located nearer to the front lot line than the building setback line shown on the recorded plat.

(3)

That no building, sidewalk, curbing or other 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 first been approved in writing by Donald R. Carroll or I. L. Carroll or such representative of theirs as may be designated by them or their successors in interest. All plans and specifications for any and all buildings, structures, walls, fences and any alterations thereof, shall be subject to the approval of Donald R. Carroll or I. L. Carroll or their successors in interest and all plans and specifications shall be submitted to them in duplicate and shall show in detail, the nature, kind, shape, height, materials, color scheme and elevations of each such structure, and shall likewise show in detail the location thereof, including all out-buildings, 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 duplicate 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 Donald R. Carroll or I. L. Carroll 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.

(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, is 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 occupiers 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 sub surface gravel at the time they construct the three proposed streets into their subdivision..

(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.

PROVIDED, that each and all of the conditions above contained shall in all respects terminate and end and be of no further effect, either legal or equitable, either on said property or any part thereof, or on the owners thereof, their heirs, successors in interest, devisees, executors, administrators or assigns, on or after June 6th, 1997;

PROVIDED FURTHER, that these covenants are to run with the land and shall be binding upon all parties and all persons claiming under them. 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.

4197

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, Declarants have executed this instrument this 2nd day of July, 1962.

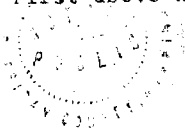
Donald R. Carroll
Shirley E. Carroll

I. L. Carroll
Shirley A. Carroll

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS

On this 2nd day of July, 1962, before me personally appeared Donald R. Carroll and Shirley E. Carroll, his wife; and I. L. Carroll and Shirley A. Carroll, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same freely and voluntarily.

Given under my hand and Notarial Seal the day and year first above written.



J. L. Carroll
Notary Public

my Commission expires: March 2nd, 1966