

DECLARATION OF PROTECTIVE RESTRICTIONS

Ponderosa Subdivision, Story community, Wyoming

THIS DECLARATION OF PROTECTIVE RESTRICTIONS made this day by KILBOURNE-PARK CORP., hereinafter referred to as Declarant, WITNESSETH THAT:

WHEREAS, Declarant desires to place restrictions on the entire tract of land situate in Sheridan County, Wyoming, said tract being more particularly described as Lots and Tracts numbered 1 through 131, inclusive, and Stewart Place of the Ponderosa Subdivision, Story community, Wyoming, the plat of which Subdivision is recorded in Book 2 of Plats at Page 61 in the office of the County Clerk, Sheridan County, Wyoming, and which plat is hereby referred to for greater certainty; and

WHEREAS, Declarant has subdivided said lands and plans to sell said lots and tracts.

NOW, THEREFORE, all of the tracts, lots, parcels and portions of said property shall be held, transferred, sold or conveyed by Declarant, or by it 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 any one or more of the other tracts or lots above described, and said conditions,

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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 numbered 1 through 111, inclusive, and Stewart Place shall be used for residence purposes exclusively, and that no buildings or structures other than one-family residences with the customary outbuildings, 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 600 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 1,000 square feet of floor area, exclusive of the garage.

(2)

That no building, including but not limited to any residence, outbuilding, garage or barn, on any residential lot shall be permitted nearer than ten (10) feet from any inside lot line or nearer than fifteen (15) feet from any street lot line.

(3)

That no building or other major structure of any nature whatsoever shall be erected, maintained, or permitted on any tract in said Subdivision, or the erection or construction thereof begun thereon until plans and specifications therefor shall have been first approved in writing by Declarant. All plans and specifications for any and all buildings or major structures, and any alterations thereof, shall be subject to the approval of said Declarant or its successors in interest, and all plans and specifications shall be submitted to the Declarant 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 Declarant or its 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 Declarant 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 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 without written approval of Declarant first had and obtained.

(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 residential lot in said Subdivision without the prior written consent of the Declarant or its 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 Declarant 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 Subdivision 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 residential lot in said Subdivision, 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, or the culture of livestock, dogs, cats or any 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.

(8)

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

(9)

That no building or any part thereof shall be used or maintained in any manner so as to be reasonably objectionable to the occupants or owners of other property in said residential portion of said Subdivision.

(10)

Trailers and mobile homes of either a temporary or permanent nature shall be permitted, provided that they are kept neat in appearance and are not used or maintained in any manner so as to be reasonably objectionable to the occupants or owners of other property in said Subdivision, and provided that permission is first had and obtained from Declarant or its successors in interest.

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(11)

That said tracts and lots numbered 112 through 131, inclusive, may be used for such business or commercial purposes as Declarant may from time to time specify; provided, however, that if Declarant shall not specify that any such lot may be used for business or commercial purposes in any deed conveying any of such lots, then it shall be deemed that such lot was sold for residential purposes only and all residential restrictions and covenants contained herein shall apply to said lot.

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 Declarant has caused this instrument to be executed and the corporate seal hereto affixed this 7th day of August, 1963.

ATTEST:

KILBOURNE-PARK CORP.

By

Its President

Secretary



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THE STATE OF WYOMING)
COUNTY OF SHERIDAN) ss.

On this 7th day of August, 1963, before me personally appeared Ken Ryker, to me personally known, who, having been by me first duly sworn, did say: That he is the President of Kilbourne-Park Corp., the corporation described in and which executed the foregoing Declaration of Protective Restrictions; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Ken Ryker acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal on the day and year in this certificate first above written.



Cameron W. McEwan
Notary Public

My commission expires July 30, 1964.