

**DECLARATION OF RESTRICTIVE COVENANTS**

THIS DECLARATION, made this 1st day of November, 1994, by and between the following parties, Dolores Kukuchka, personal representative for the Estate of Stephen R. Barylak, Jr., hereafter called "First Party," the Town of Dayton (by its authorized representative), hereafter called "Second Party," the Dayton-Ranchester Advisory Committee to the Sheridan County Planning Commission (by its authorized representative), hereafter referred to as the "Third Party," and Sheridan County, hereafter referred to as "County."

**Recitals**

1. The First Party, (the Estate of Stephen R. Barylak, Jr., by and through its personal representative, Dolores Kukuchka) desires to sell land, (described in Exhibit "A," and hereby incorporated by reference, hereafter referred to as "property,"), which it currently owns or has jurisdiction over, strictly upon approval of the court of competent jurisdiction in which probate proceedings are currently underway for the Estate of Stephen R. Barylak, Jr.

2. First Party understands that to divide up any portion of the property, would violate the current zoning ordinances of Sheridan County, Wyoming, as property is currently zoned A-agricultural.

3. Because property is zoned A-agricultural, a rezone to rural or residential is essential to properly transfer any portion of property as property is approximately 26 acres.

4. All parties understand that this land may be subject to further development at some point in the future.

5. All parties understand that a zoning change from A-agricultural to Rural Residential or Residential will allow the First Party to transfer land in two (2) acre parcels,

either by lot division or subdivision, whichever the case may be.

6. First Party's property is directly adjacent to and contiguous with Section 32, and the Town of Dayton.

COVENANT

A. Second Party desires to impose a restrictive covenant on property owned by First Party, in order to insure that any zoning change allowed by Sheridan County would not negatively impact their Community, not de-value property values of surrounding land owners and to insure that the aesthetic value of area is preserved and consistent with the zoning laws of Sheridan County, Wyoming, specifically the Sheridan County Zoning Resolution which requires that land which is to be divided in two (2) acres parcels, must be properly rezoned prior to any lot division or subdivision.

B. First Party consents to restrictions being placed on property as it pertains to any future division of property, and First Party desires to convey a portion of property, approximately 3 acres South of the irrigation ditch, which parcel is less than 35 acres.

C. Such conveyance would violate the minimum acreage requirement of the said Zoning Resolution, due to property's current zoning status.

D. Pursuant to Wyoming Statute, the County and Second Party have the authority to enter into this Declaration and is required to secure from the Parties, necessary assurances that the Parties will, for the purpose of completing this rezoning request, insure that all interested parties are satisfied with the property if such further development takes place on property, to restrict the use of property, so that no commercial or industrial use as well as mobile homes, other than those already existing on property prior to any transfer, are placed

upon any division of property, without the express and written consent of the Planning Commission (by an authorized representative), or the Board of County Commissioners of Sheridan County, Wyoming, and the Town of Dayton (Second Party).

**NOW, THEREFORE, IT IS EXPRESSLY AGREED** by the Parties hereto, that in consideration of Sheridan County, Wyoming, permitting the rezoning of property to Rural or Urban Residential from A-agricultural, the Second Party imposes a restrictive covenant on Property described in Exhibit "A," specifically to future transfers and/or lot divisions or subdivisions of property. Such covenant is for the benefit of the County and First and Second Party, and shall bind First Party, their heirs and assigns. For the purpose of lot divisions, and all other potential divisions of property in the future, (if any), it is expressly understood that no commercial or industrial use or structure, and no further mobile homes shall be placed upon property by subsequent owners of divided lots, as permanent residences, if further divisions of the property are contemplated, except with the written permission of the Board of County Commissioners of Sheridan County, Wyoming, and Second Party. At all times, the restrictions placed on property shall be consistent with requirements of the Town of Dayton, at the time of this writing.

**ALSO, IT IS EXPRESSLY AGREED** to by the parties hereto, that this restrictive instrument runs with the land (property), unless removed by Sheridan County, Wyoming, or legislative changes, which change either the zoning of property or the minimum lot size required for rural or urban residential, or Property is annexed by the Town of Dayton, and that all subsequent owners of said property shall be bound by this document.

If any provision contained herein, violates the Rule against Perpetuities, that provision

shall be void and the remaining document shall remain intact, as will its remaining provisions.

IN WITNESS WHEREOF, the parties hereto set their hands to this restrictive  
instrument this 1st day of November, 1994.

by Dolores A. Kukuchka  
First Party  
Dolores Kukuchka, Personal Representative  
for the Estate of Stephen R. Barylak, Jr.  
by Michael T. Barger  
Second Party  
Town of Dayton

by Marques W. Helman  
Third Party  
Dayton-Ranchester Advisory Board  
to the Sheridan County Planning  
Commission.

Board of County Commissioners  
Sheridan County, Wyoming.

by Kenneth D. Kerns  
Kenneth D. Kerns, Chairman



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STATE OF WYOMING )  
 )SS.  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of August, 1994 by Dolores Kukulika.

WITNESSETH my hand and official seal.



My commission expires

U. Mark Garrison

STATE OF WYOMING )  
 )SS.  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of August, 1994, by Art Badgett (second party).

WITNESSETH my hand and official seal.



My commission expires

U. Mark Garrison

STATE OF WYOMING )  
 )SS.  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of August, 1994, by Marcelis W. Schmaus (third party).

WITNESSETH my hand and official seal.



My commission expires

U. Mark Garrison

STATE OF WYOMING )  
 )SS.  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 1st day of

November, 1994, by Kenneth D. Kerns (County).



official seal.

*Beverly A. Priestman*

My commission expires: \_\_\_\_\_

A tract of land located in the SW<sup>1</sup>/<sub>4</sub> of said Section 33 described as follows:

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Beginning at a point located South 84°26' East 220.1 feet from the West One-Quarter Corner of said Section 33; thence South 09°26' East 700.9 feet; thence North 9°52' West 295.6 feet; thence South 70°26' West 92.4 feet; thence South 51°37' West 29.3 feet; thence South 50°48' West 114.6 feet; thence South 67°56' West 46.5 feet; thence South 86°44' West 240.1 feet; thence South 73°08' West 94.1 feet; thence South 55°21' West 182.6 feet to the point of beginning, said tract containing 2.7 acres, more or less.

(b)

A tract of land located in the SW<sup>1</sup>/<sub>4</sub> of said Section 33 described as follows:

Beginning at the West One-Quarter Corner of said Section 33; thence South 09°26' East 220.1 feet; thence North 55°21' East 182.6 feet; thence North 73°08' East 94.1 feet; thence North 86°44' East 240.1 feet; thence North 67°56' East 46.5 feet; thence North 50°48' East 114.6 feet; thence North 2°31' West 1103.4 feet to the center of the County Road; thence West 794.5 feet along the center of said County Road; thence South 0°13' West 1335.3 feet to the point of beginning, said tract containing 23.6 acres, more or less, together with all improvements situate thereon.

All in Township 57 North, Range 86 West, 6th P.M.

Exhibit A

