

DECLARATION OF RESTRICTIVE COVENANTS

ADAMS' NO. 2 SUBDIVISION

The undersigned, being all of the owners of the following described real property, situate in the County of Park, State of Wyoming, to-wit:

The N $\frac{1}{2}$ NW $\frac{1}{4}$  and the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 26, and a parcel of land in the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 26, said parcel being described as follows:

Beginning at the Northwest Corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ ; thence East along the North boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$  for 931 feet; thence South on a line parallel with the West boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$  a distance of 468 feet; thence West on a line parallel with the North boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$  a distance of 931 feet; thence North along the West boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$  a distance of 468 feet to the point of beginning;

All of the above being in T. 53 N., R. 101 W., 6th P.M., Park County, Wyoming, according to the original government survey.

the same being real property now duly platted as ADAMS' NO. 2 SUBDIVISION (herein called "the Subdivision"), the Map thereof being heretofore filed in the office of the County Clerk and Ex-Officio Register of Deeds for Park County, Wyoming, do hereby make the following declarations as to limitations, restrictions and uses to which the Lots included therein may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding upon the undersigned and all parties and persons claiming under them for the benefit of and limitation upon all future owners of Lots. All references herein to Lots refer to the Lots designated on the Map of the Subdivision. Covenants Nos. 1, 2, 3, 4, and 5 shall not apply to Lots 1, 2, and 3, in Block 1 of the Subdivision.

1. RESIDENTIAL USE - All Lots shall be used for single family residence purposes only, and neither the Lots nor any improvements thereon shall be used for any commercial, public,

illegal, or immoral purpose or purposes and no public nuisance shall be permitted to exist thereon. As herein used, a residential use shall be deemed to include recreational use of a non-commercial nature, family size gardens, and maintenance and pasturing of horses, cows, and fowl for domestic purposes only. Residential use shall specifically exclude the commercial raising of livestock, including, without limiting the generality of the foregoing, the operating of commercial feed lots and dog or cat kennels, but shall not include the raising of horses for commercial or other purposes.

2. SUBDIVISION AND COMBINATION - No Lots shall be subdivided in any manner, including, without limiting the generality of the foregoing, a conveyance of less than a full Lot as presently platted. Two or more contiguous Lots if owned by the same owner, may be combined as one Lot for the purpose of applying the covenants and restrictions herein contained by such record owner making an election in writing and duly recording the same in Park County, Wyoming, and from and after such election such combined Lots shall be treated as one Lot for the purpose of applying the provisions hereof.

3. BUILDING AND IMPROVEMENTS - No building, structure or improvements shall be erected, altered, placed or permitted to remain on any Lot except for a one family dwelling, and accessory buildings, structures and improvements incident thereto, including garages, barns and horse corrals. All construction shall be of new material and no buildings may be moved from another location to any Lot.

4. TEMPORARY RESIDENCE - No trailer, basement, tent, shack, garage, barn or other out-building shall at any time be used as a residence temporarily or permanently; and no house trailer shall be used as a residence whether built on a permanent foundation or not.

5. SIZE OF DWELLING - No residence shall be erected or

permitted on any Lot which residence has a ground floor area, exclusive of an attached garage, of less than 1,200 square feet in the case of a one story dwelling, or of less than, 1,000 square feet in the case of a two story dwelling.

6. CONTINUITY OF CONSTRUCTION - All construction shall be prosecuted diligently to completion and shall be completed within 12 months of commencement.

7. TRASH AND GARBAGE - No trash, garbage or other refuse may be thrown, dumped or piled on any Lot. The burning of refuse outdoors shall not be permitted. Lot owners shall provide suitable receptacles for the collection of refuse and such refuse receptacle shall be screened from public view.

8. IRRIGATION DITCHES, RESERVATIONS AND USE - The undersigned hereby except and reserve, for the use and benefit of all of the Lots in the Subdivision, and for the use and benefit of land now owned by the undersigned, or any of them, in Tracts 38, 55 and 73, Resurvey, T. 53 N., R. 101 W., Park County, Wyoming, an easement and right-of-way 20 feet in width for the Adams' Ditches No. 1, 3, 4 and 5 as shown on the Map of the Subdivision and for all existing laterals from said ditches, for the use, maintenance and repair of the same as irrigation and waste water ditches. No changes shall be made in the location of any said ditches, and Owners shall cooperate in the proper division of irrigation water and the maintenance and clearing of irrigation ditches.

9. MINERAL DEVELOPMENT - There shall be no mineral exploration, development, or operation of any nature whatsoever in the Lots.

10. SEWAGE - No sewage disposal system shall be constructed on any Lots until the plans therefore have been submitted to and approved by the Department of Environmental Quality, State of Wyoming, or its successors and no sewage

disposal system shall be permitted or maintained on any Lot except in accordance with applicable laws and regulations of the State of Wyoming.

11. MODIFICATION AND AMENDMENTS - The limitation, restrictions and uses herein contained may be waived, abandoned or terminated in whole or in part, from time to time, as to any one or more of the Lots, by the written consent of the then record owners of not less than a majority of all Lots, which written consent must be recorded in Park County, Wyoming, to be effective.

12. TERM - The covenants, conditions, and restrictions contained herein shall be effective for a period of 15 years from and after the date hereof, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of 5 years each, unless an instrument signed by the majority of the then recorded owners of the Lots has been recorded, amending, modifying, or rescinding said covenants in whole or in part.

13. VALIDITY - The invalidation of any one or more of the covenants or conditions hereof by any judgment or order shall not affect in any manner the other conditions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration of Restrictive Covenants is executed this 3rd day of May, 1974.

Lawrence A. Smith  
Lawrence A. Smith

R. H. Adams  
R. H. Adams

Lenna Smith  
Lenna Smith

Lena E. Adams  
Lena E. Adams

Donald P. Mecklenburg  
Donald P. Mecklenburg

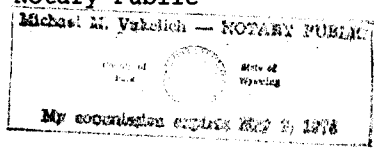
Arlene I. Mecklenburg  
Arlene I. Mecklenburg

STATE OF WYOMING )  
 ) SS  
COUNTY OF PARK )

The foregoing instrument was acknowledged before me by R. H. Adams and Lena E. Adams, husband and wife, this 3rd day of May, 1974.

WITNESS my hand and official seal.

*Michael M. Vukelich*  
Notary Public



My commission expires:

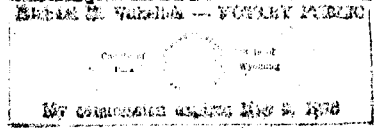
May 9, 1976

STATE OF WYOMING )  
 ) SS  
COUNTY OF PARK )

The foregoing instrument was acknowledged before me by Lawrence A. Smith and Lenna Smith, husband and wife, this 3rd day of May, 1974.

WITNESS my hand and official seal.

*Michael M. Vukelich*  
Notary Public



My commission expires:

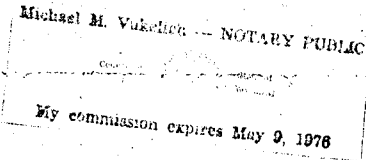
May 9, 1976

STATE OF WYOMING )  
 ) SS  
COUNTY OF PARK )

The foregoing instrument was acknowledged before me by Donald P. Mecklenburg and Arlene I. Mecklenburg, husband and wife, this 3rd day of May, 1974.

WITNESS my hand and official seal.

*Michael M. Vukelich*  
Notary Public



My commission expires:

May 9, 1976

State of Wyoming, }  
County of Park, } ss.

This instrument was filed for record on the 7 day of June 1974 at 9:40 o'clock A. M., and duly recorded in Book 387 records on page 594

Eva E. Larson  
Register of Deeds  
By Eileen V. Knudsen Deputy  
No. 150342 Fees, \$ 6.50