

DECLARATION OF RESTRICTIVE COVENANTS

ADAM'S NO. 3 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:

Township 53 North, Range 101 West, Park County, Wyoming:

Sec. 23 - W $\frac{1}{2}$ SE $\frac{1}{4}$, according to the Original Survey, now being a part of Re-survey Tract 73, excepting a parcel of land described as follows:

Beginning at Corner 1 of said Tract 73, said corner being marked by a U.S. Government Brass Cap; thence S. 0°07'19" W., along the East line of said Tract 73, for 2632.95 feet to Corner 2 of said Tract 73, said corner being marked by a Brass Cap Monument; thence S. 89°41'55" W., along the South line of said Tract 73, for 331.01 feet to a $\frac{1}{2}$ inch diameter galvanized iron pipe corner; thence N. 0°07'19" E., parallel with the East line of said Tract 73, for 2631.12 feet to a point on the North line of said Tract 73, said point being marked by a $\frac{1}{2}$ inch diameter galvanized iron pipe; thence N. 89°22'57" E., along said North line of Tract 73, for 331.03 feet to the point of beginning;

the same being real property now duly platted as ADAM'S NO. 3 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.

1. RESIDENTIAL USE - Lots shall be used for single family residence purposes only, and neither a Lot nor any improvement 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.

3. BUILDING AND IMPROVEMENTS - No building, structure or improvements shall be erected, altered, placed or permitted to remain on a 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 a 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 & 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 & USE - The undersigned hereby except and reserve, for the use and benefit of the Lots in the Subdivision, and for the use and benefit of land now owned by the undersigned, or either of them, in Tracts 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 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 in the Subdivision 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 Subdivision.

10. SEWAGE - No sewage disposal system shall be constructed on any Lot 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 a Lot except in accordance with applicable laws and regulations of the State of Wyoming.

11. MODIFICATION & 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 Lot, by the written consent of the then record owners of not less than a majority of the acreage in the Subdivision, 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 period of 5 years each, unless an instrument signed by the owners of a majority of the acreage in the Subdivision 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 26 day of April, 1977.

R. H. Adams
R. H. Adams

Lena E. Adams
Lena E. Adams

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 26 day of April, 1977.

WITNESS my hand and official seal.



My commission expires: _____

William H. Adams
Notary Public

State of Wyoming)
County of Park) SS
This instrument was filed for record
on 26 day of April 1977 at 2:30 o'clock P.M. and
is recorded in Book 13
page 834
Filed in 84911, Register of Deeds
By Coleen Kinnally
No. 106267

RATIFICATION AND COVENANT

The undersigned, being the persons who platted Adam's No. 3 Subdivision in Tract 73, T. 53 N., R. 101 W., Park County, Wyoming, do hereby declare and covenant that it was and is their desire and intention to grant and convey, and they do hereby grant and convey the private 40 foot easement as shown on the Plat of said Adam's No. 3 Subdivision unto the present owners of Lots 1 and 2 of said Subdivision, and to the owners of the Kukuchka parcel as shown on said Plat, and to the successors and assigns of said owners, individually and collectively, as an easement for ingress, egress and utilities.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the 15th day of November, 1977.

R. H. Adams
R. H. Adams

Lena E. Adams
Lena E. Adams

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 15th day of November, 1977.

WITNESS my hand and official seal.

Donald D. Livingston
Notary Public

My commission expires:
March 14, 1981

State of Wyoming,)
County of Park,) ss.
This instrument was filed for record on the 15 day of November 19 77 at 9:35 o'clock A. M., and duly recorded in M's Film Book 21 records on page 540
WILLIS M. SMITH, Notary of Deeds
By Donald D. Livingston Deputy
No. 1-10-1980