

DECLARATION OF RESTRICTIVE COVENANTS
FOR THE
ALLEN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS that Walter T. Phipps of Cody, Wyoming 82414, being the present owner of Lot 5 Section 3 T. 52 N., R. 102 W. of the 6th P.M. Park County, Wyoming according to the Government Resurvey, and herein called developer, has established the following restrictive covenants for the land.

I HEREBY COVENANT, AND DECLARE that said lands are subject to these restrictions, all of which shall be covenants running with the land, and shall bind and inure to the benefit of the developer and his heirs, devisees, successors, grantees, and assigns.

I FURTHER COVENANT, AND DECLARE that all subsequent grants of said land or any part thereof shall be subject to these general restrictions.

1. Lots 1, 2, 3 and 4 of the Allen Subdivision were zoned COMMERCIAL - RETAIL by an action of the Park County Commissioners on October 20, 1982 following a public hearing. The land use shall be as allowed in the said COMMERCIAL - RETAIL zone.

2. Lot 5 of the Allen Subdivision was zoned RESIDENTIAL by an action of the Park County Commissioners on October 20, 1982 following a public hearing. The land use shall be as allowed in the said RESIDENTIAL zone.

3. The development of this subdivision shall have no effect on any adjacent landowner's historic ability to receive his adjudicated or unadjudicated water and maintain his ditches.

4. The owners (anyone who uses water) of any ditch are responsible for the maintenance of the ditch to its point of diversion from the major stream from which it is adjudicated. Those ditch owners are liable for any damage caused by neglect of maintaining the ditch. Costs of ditch maintenance may be proportionately assessed each owner of an irrigated lot and failure to pay that proportionate share may constitute a valid lien against the property.

5. Each water user is responsible for seeing that water running from his property after he has used it to irrigate (wastewater) does not run uncontrolled onto the property of a neighbor. It is his responsibility to see that wastewater is returned to a proper wasteway.

6. A lot owner may not block any wasteway or ditch crossing his property carrying water or wastewater from an upstream lot. Any water running in a ditch on or adjacent to a particular lot which is suspected, by the lot owner of causing seepage to his property may not be blocked off or diverted in another direction without the consent of other owners of the ditch. If the affected lot owner wishes the ditch across his property to be lined or piped, he is obligated to bear the expense

of labor of doing so himself. In all cases where the ditch has a priority of right by location, the owners of property shall be compelled to protect themselves from any damages that might be created by the ditch.

7. Invalidation of any one of these covenants or restrictions shall not effect any of the other covenants and restrictions which shall remain in full force and effect.

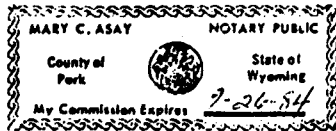
8. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by the majority of the lot owners has been recorded, agreeing to change said covenants in whole or in part.

DATED: January 11, 1983

Walter T. Phipps
Walter T. Phipps

STATE OF WYOMING)
) SS
County of Park)

The foregoing instrument was acknowledged before me by Walter T. Phipps this 11th day of January, 1983.
Witness my hand and official seal.



Mary C. Asay
Notary Public

My commission expires:
Sept. 26, 1984

State of Wyoming)
County of Park) ss.
This instrument was filed for record
on the 22 day of June
1983 at 4:51 o'clock P. m. and
duly recorded in Microfilm Book 86
records on page 131
MARIE FOULINE, Register of Deeds
Bozrah Greenfield
208566

**COVENANT TO PARTICIPATE IN
FUTURE STREET IMPROVEMENT DISTRICT**

WHEREAS, James R. Sommers and Margaret Sommers, Trustees of the James R. Sommers Trust dated April 8, 1999 as amended, submitted an application to construct an R.V. storage facility at 416 D-Y Road, Cody, Wyoming, which property is legally described as follows:

Lot 7, Allen Subdivision Second Filing, as recorded in Book "F", Page 77, according to the records of the Office of the County Clerk, Park County, State of Wyoming.

WHEREAS, on September 11, 2012, the City of Cody Planning, Zoning and Adjustment Board approved the application (File Number SPR 2012-37) on the condition that the property owner sign and record an agreement committing to participate in any future project to improve D-Y Road to a City street standard.

NOW THEREFORE, James R. Sommers and Margaret Sommers, Trustees of the James R. Sommers Trust dated April 8, 1999 as amended, hereby agree on behalf of themselves, the trust, and successors in interest of this property, to proportionately participate in an improvement district or other City project for the construction of D-Y Road to a City street standard, including pavement, curb, gutter, and sidewalk, as deemed necessary by the City of Cody. This covenant shall run with the land in perpetuity and language shall be included in each and all conveyances of record for this property until such time as the street improvements occur.

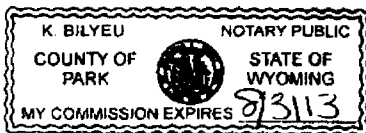

James R. Sommers, Trustee



Margaret Sommers, Trustee

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

On this day personally appeared before me James R. Sommers and Margaret Sommers, Trustees of the James R. Sommers Trust dated April 8, 1999 as amended, to me known as the individual(s) described herein and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein stated.

Given under my hand and official seal this 10th day of November, 2012.




Notary Public and for the State of Wyoming, residing at Cody.