

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions, violate 42 USC 3604(c).

DECLARATION OF
RESTRICTIONS, CONDITIONS, AND PROTECTIVE COVENANTS
FOR
APPLE VALLEY SUBDIVISION
A Subdivision Located in Park County, Wyoming

KNOW ALL MEN BY THESE PRESENTS, that Weldon J. Althoff and Gerald E. Schneider, hereafter referred to as "Developers" are the owners of the following described property situated in Park County, Wyoming, to-wit:

DESCRIPTION OF LANDS TO BE PLATTED

Apple Valley Subdivision in Lot 79,
T. 55N., R. 99 W., Resurvey, Park
County, Wyoming.

That they have divided said land into lots and streets, prepared a plat called Apple Valley Subdivision, and recorded the plat in the office of the County Clerk of Park County, Wyoming. These restrictions, conditions and covenants apply to all of the lots in the subdivision.

The real property described hereinabove is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved, subject to the below restrictions, conditions, and covenants; and that said restrictions, conditions and covenants shall run with the land as provided by law, and shall be binding upon all parties, entities and all persons having or acquiring any right, title, or interest in the described land or any part thereof.

That the real property described hereinabove is subject to these restrictions, conditions and covenants to insure the appropriate development of building sites, to protect the owners against improper uses of surrounding sites that might depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; and in general to provide for development by a quality that will enhance the value of investments made by purchasers of the land.

1. LAND USE.

- a. All lots in the subdivision shall be known and described as residential lots, and no commercial enterprise shall be allowed thereon, except that residents may maintain offices for their professional or personal service endeavors.
- b. No structure or structures shall be erected, altered, placed, and permitted to remain on any residential lot or re-subdivided lot, other than one, detached, single-family dwelling, and a private garage and other appropriate outbuildings incidental to residential use or as allowable under these covenants.
- c. The Architectural Control Committee may modify, change and alter the restrictions and covenants contained in paragraph one herof by obtaining the prior written consent of a majority of the lot owners. Such written consent, directly beneath the changes, shall be recorded along with these documents in the office of the County Clerk and Recorder.

2. BUILDING TYPE

- a. All construction shall have approval of the Architectural Control Committee.
- b. All construction commenced shall be pursued with reasonable diligence and the exterior shall be completed in less than three hundred sixty-five days (365) and no uncompleted structure shall be used as a residence.
- c. No building or dwelling shall be located on any residential lot nearer than forty (40) feet from the front lot line, and no nearer than twenty-five (25) feet from the side or rear lot lines. For the purpose of this covenant eaves, steps, and open porches shall not be considered part of the building or structure, provided, however, that they shall not be constructed to permit any portion of a building or structure on a lot to encroach upon another lot.
- d. No building, structure or dwelling to be used for residential purposes shall be permitted on any lot unless the ground floor area of the main structure, exclusive of porches, patios, decks and garages, shall contain less than the minimum square footage to be measured and determined by the outside dimensions:

One story structure - 1,000 square feet

- e. No outbuildings or livestock enclosures such as corrals shall be located nearer than sixty (60) feet from any lot line, and any such structure shall be of a type that will not be offensive or that may devalue the property within the subdivision.

3. UTILITY EASEMENTS

All lots located within the subdivision are subject to all reasonable easement and right-of-way for the installation and maintenance of utilities. Said easements and rights-of-way shall be determined by the Architectural Control Committee, and whenever possible shall be located upon the platted streets, along the side or back lot lines.

4. IRRIGATION EASEMENTS

All lots located within the subdivision are subject to an easement and right-of-way for the maintenance and installation of irrigation and drainage ditches in accordance with the below terms and conditions:

- a. The Architectural Control Committee shall have the right to designate the location of all irrigation and drainage ditches located upon the subdivision; and shall be empowered to promulgate rules and regulations pertaining to the timely cleaning and maintenance of the below described irrigation system, the scheduling of days on a rotation basis on which lot owners may irrigate during the irrigation season. Any conflicting or controversy between the various owners concerning the utilization and maintenance of said irrigation system shall be decided exclusively by the Architectural Control Committee and all lot owners agree to abide by their decision.
- b. All irrigation and drainage ditches shall be for the benefit of the owner of each lot within the subdivision and the owners of said lots shall be joint owners of any and all irrigation and drainage ditches constructed within said subdivision.
- c. All irrigation and drainage ditches and any headgates incident thereto, together with those which may hereafter be constructed within the subdivision, shall constitute the "irrigation system."

- d. The owner of each lot within the subdivision shall maintain and clean, at his own expense and cost, any and all irrigation and drainage ditches located on or which traverse his lot, or which may hereafter be located upon or traverse his lot.
- e. The owner of each lot shall cooperate with the owners of all other lots within the subdivision to effectively and efficiently distribute water flowing in and through said irrigation system to assure optimum beneficial application and maximum utilization of all water authorized for application to said lands under and by virtue of the laws of the State of Wyoming.

5. OFFENSIVE ACTIVITIES

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No person shall park or leave standing on any lot, or street abutting thereon, any motor vehicle which shall not have a current registration or license plate, or which shall be in a state of disrepair or being used to supply substitute or junk parts for other vehicles.

6. LIVESTOCK AND PETS

Livestock, except swine, used for domestic purposes and pets (not used for breeding) may be kept upon any lot in the subdivision. The owners and occupants of the lots located within the subdivision shall be permitted to keep and maintain suitable barns, sheds, stalls or corrals, for any such animal kept for domestic purposes, but shall be kept and maintained so as not to be unsightly and not to cause noxious or offensive odors to the neighbors. Any pets kept on the premises shall be controlled and maintained so as not to be offensive or become a nuisance to the neighbors, and the number of livestock shall not be more than can normally be grazed on the property.

7. GARBAGE

No lot or any portion thereof, shall be used or maintained as a dumping ground for rubbish. Trash, garbage and all other waste shall not be kept or allowed to remain on any lot except in sanitary containers. All equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition which shall be the responsibility of each individual lot owner to remove any and all rubbish, trash, and garbage at reasonable times so it shall not become offensive to his neighbors.

8. ARCHITECTURAL CONTROL

- a. For the purpose of preserving the natural beauty and enhancing the property values and to insure the development of the lands within Apple Valley Subdivision as an area of high standards, the Developers reserve unto the Architectural Control Committee hereinafter provided, the power to control the buildings, structures, and all other improvements or alterations thereto, placed on each lot, as well as to make exceptions to or waivers of any of these restrictions, conditions and covenants as the Architectural Control Committee shall deem appropriate.
- b. Neither the undersigned Developers or the Architectural Control Committee, nor any architect or agent thereof shall be responsible in any way for any defects of any plans, or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done in accordance to such plans and specifications.

9. ARCHITECTURAL CONTROL COMMITTEE - COMPOSITION

- a. The Architectural Control Committee Shall be composed of three individuals who are owners of property in Apple Valley Subdivision.

The initial membership of the Architectural Control Committee shall be Gerald E. Schneider, Weldon J. Althoff, and the remaining member shall be one lot owner within the subdivision who shall be elected by a majority of the lot owners on a one lot one vote basis. After Fifty (50) percent of the lots located in Apple Valley Subdivision have been sold, all three members of the Architectural Control Committee shall be elected by a majority of the lot owners in a one lot one vote basis. Their terms shall run for one year and shall commence as of January 1.

- b. A majority of the Architectural Control Committee can designate one of its members to act as a representative for the Committee and to take all actions on behalf of the Committee.
- c. In the event of death or the resignation of any member of the Architectural Control Committee the remaining members shall have the sole authority to appoint a successor, subject to timely confirmation by a majority of lot owners on a one lot one vote basis.

10. DURATION AND AMENDMENT

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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the lot owners on a one lot one vote basis has been recorded agreeing to change said covenants in whole or in part.

These covenants can be amended prior to the time stated hereinabove by a written instrument duly recorded, signed by sixty-seven (67) percent of the lot owners agreeing to change said covenants in whole or in part, except that covenant 1. a cannot be changed without the approval of the Park County Commissioners.

11. INVALIDATION

In the event any one or more of these covenants herein contained is rendered invalid or unenforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall, nonetheless, remain in full force and effect for and during the full term hereof.

This Declaration of Restrictions, Conditions and Protective Covenants for Apple Valley Subdivision consists of five (5) pages.

BOOK 30 PAGE 387

IN WITNESS WHEREOF, the markers hereof have hereunto set their hands and seals on the date indicated directly opposite their signatures.

Weldon J. Althoff
Weldon J. Althoff

March 6, 1978
Date

Gerald E. Schneider
Gerald E. Schneider

March 6, 1978
Date

STATE OF WYOMING)
) SS
COUNTY OF PARK)

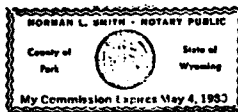
The foregoing instrument was acknowledged before me by Weldon J. Althoff, and Gerald E. Schneider this 6th day of MARCH.

Witness my hand and official seal.

Norman L. Smith
Notary Public

My commission expires:

May 4, 1980



State of Wyoming,) ss.
County of Park,)
This instrument was filed for record
on the 15 day of June
1978 at 2:05 o'clock P. M., and
duly recorded in Book 30
records on page 383
By Phyllis M. Smith, Registrar of Deeds
By John K. Miller, Deputy
No. 175882

Applicant's Affidavit

State of Wyoming)
) SS
County of Park)

The undersigned being applicant for a subdivision permit for the subdivision identified as Apple Valley Subdivision, being first sworn by oath, according to law, do hereby make the following commitments regarding said subdivision.

(1) Binding arrangements have been made to assure purchasers of any part of the subdivision that upon full payment of the purchase price a deed can and will be delivered conveying merchantable title, subject only to noted reservations or restrictions of record, but free of encumbrances and subject only to a proportionate share of real property taxes or assessments charged or assessed for the year in which any such sale may be legally affected.

(2) That the water system and road system described in documents filed with the Planning and Zoning Commission will be constructed as so described. No lots shall be sold in any subdivision until domestic water has been developed and supplied to the lot or lots proposed to be sold in accordance with the means outlined above. Provided, however, that in the event that more than one contiguous lot is sold to the same purchaser and the purchaser does not desire to have water supplied to each lot, then the deed of conveyance shall contain the following proviso:

"Purchaser may not partition nor convey separately the several lots included in this conveyance unless and until domestic water is supplied to any lot proposed to be sold separately. Said water supply shall be in accordance with the means outlined for supplying domestic water to the lots in this subdivision as submitted to obtain the Subdivision Permit for this subdivision."

The road system shall be completed within one year from the date the subdivision permit is granted.

(3) That the cost of the water system and road system described in documents filed with the Planning and Zoning Commission shall be included in the sale price of any part of the subdivision and not assessed or collected from purchasers in addition to such sale price unless said purchasers specifically agree to assume the burden of all or a part of said cost. Any such agreement shall be evidenced by a written contract recorded in the office of the Clerk which sets forth the specific details of the transfer of this responsibility for payment of costs and delineates the agreement of both parties to it.

(4) Enforcement of these obligations upon the undersigned as outlined herein shall be for either compliance or damages or both.

(5) These obligations shall accrue to my heirs, successors and assigns.

NOTARY PUBLIC

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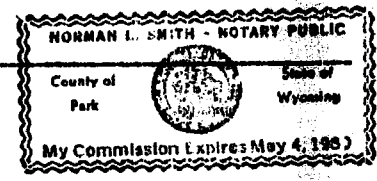
signatures
Gerald E. Schneider
Weldon J. Althoff

On this 6th day of March, 1978, there appeared before me Gerald E. Schneider and Weldon J. Althoff personally known to me to be the persons who executed the foregoing affidavit and after first being sworn by oath according to law, acknowledged that they executed same as their free act and deed.

Witness my hand and official seal.

Norman L. Smith
Notary Public

My commission expires: May 4, 1980



State of Wyoming, } ss.
County of Park, }
This instrument was filed for record on the 15 day of June 1978 at 2:10 o'clock P. M., and duly recorded in Book 388 records on page 29
By Phyllis M. Smith, Register of Deeds
By Eileen Koppeller, Deputy
No. 175883