

DECLARATION OF
RESTRICTIONS, CONDITIONS, AND PROTECTIVE COVENANTS
FOR
ARROWHEAD

A Subdivision Located in Park County, Wyoming

KNOW ALL MEN BY THESE PRESENTS, that P.B.I., Inc., 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

"Arrowhead" being all of Lot 45-1, resurvey, (formerly the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 29, original survey) and that part of Lot 44-11, resurvey, (formerly the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 30, original survey) T. 52N., R. 102W. of the 6th P.M., lying East of the center line of Wyoming Secondary Highway No. 1501.

That they have divided said land into lots and streets, prepared a plat called Arrowhead, 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, intities 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, except Lots 1, 13, 14 and 19

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).

shall be residential lots, and no commercial enterprise shall be allowed thereon, except that residents may maintain offices for their professional or personal service endeavors.

- b. Lots 1, 13, 14 and 19 adjacent to Wyoming Highway 1501 shall be commercial lots for the purpose of providing facilities to serve the traveling public and the residents of the Southfork Valley. The following uses shall be permitted:

- (i). Community center.
- (ii). Indoor places of public assembly, entertainment and recreation.
- (iii). Restaurant, bar.
- (iv). Any retail service.
- (v). Any personal service.
- (vi). Any retail business concerned primarily with the sale of new produce, products, goods and equipment.
- (vii). Gasoline station with buried tank.
- (viii). Accessory uses incidental to the permitted uses.
- (ix). Other general business uses upon a finding by the Architectural Control Committee that such use is of the same general character as those permitted and which will not be detrimental to the adjoining land uses or the aesthetics of the Southfork Valley.

- c. No structure or structures shall be erected, altered, placed, and permitted to remain on any residential lot or re-subdivided residential lot, other than one, detached, single-family dwelling, and a private garage and other appropriate out-buildings incidental to residential use or as allowable under these covenants.

- d. The Architectural Control Committee may modify, change and alter the restrictions and covenants contained in paragraph one hereof by obtaining the prior written consent of sixty-seven percent 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, providing that the Amendment clause hereinafter described is complied with.

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 (365) days 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 the minimum square footage to be measured and determined by the outside dimensions:

One Story structure - 1,000 square feet

- e. All construction on lots 1, 13, 14 and 19 shall also comply with the following restrictions:
- (i). All commercial buildings shall be located a minimum of 40 feet from State Highway 1501.
 - (ii). All commercial advertising signs shall be no larger than four feet by eight feet.
 - (iii). All outdoor lighting shall be by indirect source including lighting for all advertising signs.
 - (iv). All commercial establishments which dispense and sell petroleum products and provide gasoline service outlets shall have a minimum floor space of 600 square feet and all other commercial buildings shall have a minimum floor space of 2,000 square feet.
 - (v). No commercial building may exceed one story in height.
 - (vi). All commercial building and outbuildings shall be of neutral color and constructed of materials which are aesthetically complimentary to the Southfork Valley.
 - (vii). Each lot shall have a parking area sufficient to accommodate the needs of the commercial establishment and its purposes.
 - (viii). All outdoor storage areas shall be enclosed and covered.

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 right-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 installations of the irrigation and drainage system in accordance with the below terms and conditions:

- a. The Architectural Control Committee shall have the right to designate the location of all of the irrigation and drainage system located upon the subdivision; and shall be empowered to promulgate rules and regulations pertaining to the timely operation 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 of the irrigation and drainage system 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 of the irrigation and drainage system constructed within said subdivision.

- c. All irrigation and drainage system pipelines and any head-gates incident thereto, together with those which may hereafter be constructed within the subdivision, shall constitute the "irrigation system."
- d. All irrigation shall be by sprinkling and no flood irrigation shall be allowed. The owner of each lot within the subdivision shall be responsible for the purchase of any pumps that may be required for the development of satisfactory pressure to operate the individual system.
- 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 pots (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 Arrowhead Subdivision as an area of high standards, the Developers reserve unto the Architectural Control Committee hereinafter provided, the power to control the buildings, structure, and all other improvements or alterations thereto, placed on each lot, as well as to make exceptions to or waivers of any or these restriction, 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 specification.

9. ARCHITECTURAL CONTROL COMMITTEE - COMPOSITION.

- a. The Architectural Control Committee shall be composed of three individuals who are owners of property in "Arrowhead." The initial membership of the Architectural Control Committee shall be the board of directors of P.B.I., Inc. After fifty (50) percent of the lots located in "Arrowhead" 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 Arrowhead Subdivision consists of six (6) pages.

In witness whereof, the Board of Directors of P.B.I., Inc. have authorized the president and secretary to execute this certificate on behalf of said corporation this 11th day of Nov, 1979.

John Shockley
John Shockley,
President

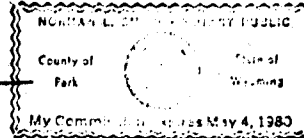
Attest: A. J. Guilmain
A. J. Guilmain
Vice President

STATE OF WYOMING)
) SS
County of Park)

The foregoing certificate was acknowledged before me by John Shockley and AJ Guilmain this 11th day of November, 1979. Witness my hand and official seal.

Norman L. Smith
Notary Public

My commission expires: 5/4/80



State of Wyoming, }
County of Park, } ss
This instrument was filed for record
on the 16 day of January
1980 at 3:40 clock P and
filed in the 811 records of the
County of Park, Wyoming.
By Pratt Greenfield Deputy
No 186492

Norman Smith
P. O. Box 1830
Cody, Wy 82414

Applicant's Affidavit

STATE OF WYOMING)
County of Park) ss

The undersigned being applicant for a subdivision permit for the subdivision identified as Arrowhead, 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 this 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 effected.

(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 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.

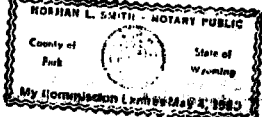
John Shockey PRES
J. D. Maiden Sec

On this 13th day of December, 1979, there appeared before me John Shockey, President and J. D. Maiden Sec. 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 5/4/80



15, 1980 3:45 P
537 Park County Wyo
Marie Fontaine County Clerk