

DECLARATION OF RESTRICTIVE COVENANTS
AZTEC ESTATES

These covenants made and entered into this 9 day of April, 1980, by and between William L. English, Blaine English, Richard M. Walker and Billie L. Walker, doing business as Aztec Estates, a joint venture, being all persons now owning any right, title, interest or equity in those lands described as follows, to-wit:

Township 55 North of Range 100 West of the 6th P.M.

Blocks 1, 2 and 3 of Aztec Estates, a subdivision of a part of resurvey Lots 44, 45, 46 and 91.

These covenants shall run with the real property hereinabove described and shall be binding on all parties and persons claiming under them until April, 1985, at which time said covenants shall be automatically extended for successive periods of five (5) years each unless an instrument signed by the then record owners of a majority of the platted lots within such area has been recorded, whereby these covenants are amended, modified or rescinded in whole or in part.

If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning any of the lands hereinabove described, to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate such covenants, and either to prevent him or them from so doing or to recover damages or other dues from such violation.

Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other covenants which shall remain in full force and effect.

The covenants and building restrictions are as follows:

1. Control Committee.

- a. A Control Committee consisting of one representative appointed by Aztec Estates, one representative

appointed by the purchasers of the first lot sold by Aztec Estates, and one representative appointed by the purchaser of the second lot sold by Aztec Estates shall constitute the initial Control Committee. A representative from Aztec Estates shall be a permanent member of the committee, until all lots have been sold by Aztec Estates and thereafter all three members shall be elected by lot owners. An election shall be called and conducted by the Control Committee each year in January, beginning January, 1981. The term of each elected member shall be two (2) years and until his successor is elected and qualified. Representatives elected by owners of lots shall be elected by a majority vote of the recorded owners of lots, each lot having one (1) vote.

- b. No dwelling or accessory building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved by the Control Committee as to quality, workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation.
- c. The majority of the committee may designate a representative to act for it. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
- d. In the event the committee or its designated representative fails to approve or disapprove within twenty (20) days after the plans have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- e. Any disapproval of the committee shall be accompanied by written reasons specifying the reasons for such disapproval. The committee's approval or disapproval as required in these covenants shall be in writing.
- f. The Control Committee shall also exercise the duties and responsibilities provided in paragraph 10, Irrigation.

2. Residential Use.

- a. No lot shall be used for any purpose other than for a single family residence and such accessory buildings and uses as herein permitted and as are allowed under the provisions of the zoning regulations of the County of Park, Wyoming, then in effect for residential districts.
- b. No lot, nor any improvement thereon shall be used for any public, illegal or immoral purpose and no public nuisance shall be permitted or maintained thereon, nor shall any lot be used for any manufacturing or industrial purpose. A home occupation, or other limited business shall be allowed as an accessory use provided such use shall be incidental and secondary to the use

of the dwelling for dwelling purposes and shall not change the character thereof, and if otherwise allowed by the zoning commission of the County and approved by the Control Committee. There shall be no exterior advertising other than the identification of the occupation or business and there shall be no offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line.

- c. Uses permitted shall include recreational uses of a non-commercial nature and the maintenance of domestic horses, cows, fowl and dogs, cats and other household pets; and agricultural endeavors of a harmonious nature that do not conflict with the uses of other landowners in the subdivision. All livestock and pets shall at all times be confined to the lot of the owner and shall not be allowed to run at large. Livestock and pets shall not be allowed to become a nuisance and must be kept in a clean and sanitary condition.

3. Buildings and Improvements.

- a. No dwelling, building, structure or improvement shall be erected, altered, placed or permitted to remain on any lot except one detached single family dwelling and accessory buildings, structures and improvements incident thereto.
- b. Each dwelling, including site built, factory built and/or modular construction, must have a foundation, skirting or enclosure within sixty (60) days of construction, that complies with federal regulations and has been approved by the Control Committee.
- c. Accessory buildings may include a garage, tool shed, barns, corrals for domestic livestock, and buildings for fowl and household pets.
- d. Any building not complying with federal building regulations and codes will not be permitted in the subdivision. All appurtenant structures shall be of harmonious design and be approved by the Control Committee prior to construction.
- e. No dwelling, building or structure shall be located, placed or permitted to remain on any lot nearer than forty (40) feet to the front lot line or nearer than ten (10) feet to any side lot line, or nearer than twenty (20) feet to the rear lot line. Eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- f. Fences shall be of a pleasing design and be kept in good repair at all times.

4. Trash and Garbage.

- a. No trash, garbage or other waste shall be thrown, dumped or piled on any lot or permitted to remain thereon except in approved containers provided for such purpose by the occupant.

- b. All trash, garbage and other waste shall be kept in suitable sanitary containers provided for such purpose and such containers shall be kept in a clean, sightly and sanitary condition.
- c. The owner and occupant of each lot shall each be responsible for the disposal of trash, garbage and other waste which may accumulate on the lot owned or occupied by him.

5. Mineral Development.

- a. No oil drilling, oil development operations, oil refining, quarrying, strip, open pit or mining operations of any kind shall be permitted upon said lands, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

6. Signs.

- a. No signs of any kind shall be erected, placed, displayed or permitted to remain upon any lot, except one identification sign or one professional sign, not exceeding two (2) square feet in area per face, or one (1) "for sale" or "for rent" sign not exceeding five (5) square feet in area per face.
- b. No mechanical signs or electrical signs shall be erected, placed, displayed or permitted on any lot.

7. Zoning Regulations.

- a. Whenever any provisions of the zoning regulations of the County of Park, Wyoming, or any provisions of these covenants contain any restrictions concerning any of the same subject matter, whichever restrictions are more restrictive or impose the higher standards or requirements shall govern.

8. Sewer and Water.

- a. The owner of each lot shall, whenever required for the use and occupation of such lot, install at the cost and expense of such owner, sanitary sewer facilities and facilities for domestic water upon the premises. All sewer and water facilities constructed and installed upon such lot shall comply with all applicable laws, rules, regulations and ordinances of the State of Wyoming and the County of Park.

9. Modification and Amendment.

- a. After April 1985, the covenants and restrictions 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 two-thirds (2/3) of the lots within the area hereinabove described. Such written consent must be recorded in the office of

the County Clerk of Park County, Wyoming before any such waiver, abandonment or termination shall be effective.

10. Irrigation.

- a. No change or other alteration of the location of any irrigation, head or waste ditch upon or within the subdivision shall be made without the prior consent of the Control Committee.
- b. No building, structure, fence or planting shall be erected, altered, placed or permitted to remain so as to damage or interfere with the installation, operation, cleaning or maintenance of any irrigation, head or waste ditch upon or within the subdivision.
- c. Irrigation will be by sprinkler system only. No easements for removal of waste water resulting from such irrigation are anticipated.
- d. The 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 irrigation system, the scheduling of days on a rotation basis on which lot owners may irrigate during the irrigation season, and may delegate such powers to the Aztec Estates Water Users Association. Any conflict or controversy between various owners concerning the utilization and maintenance of the irrigation system shall be decided exclusively by the Control Committee and all lot owners shall abide by their decision.
- e. All lot owners with water rights shall join and remain as members of the Aztec Estates Water Users Association. A copy of the by-laws of such association shall be filed with the Shoshone Irrigation District.
- f. All irrigation and drainage ditches and any headgates incident thereto, and underground pipes together with those which may hereafter be constructed within the subdivision shall constitute the irrigation system. The irrigation 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 the irrigation system. The sprinkler system for distribution of water upon an individual lot shall be and remain the property of the individual lot owner.
- g. 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 now or hereafter located on or which traverse his lot.
- h. 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.

11. Easements.

- a. Each lot is subject to all existing and prior easements and utility rights of way.

IN WITNESS WHEREOF we have hereunto set our hands as of the day and year first above written.

AZTEC ESTATES, a joint venture

William L. English
WILLIAM L. ENGLISH

Elaine English
ELAINE ENGLISH

Richard M. Walker
RICHARD M. WALKER

Billie L. Walker
BILLIE L. WALKER

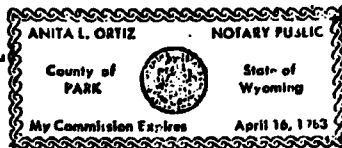
STATE OF WYOMING)
)SS
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by William L. English, Elaine English, Richard M. Walker and Billie L. Walker, doing business as Aztec Estates, a joint venture, this _____ day of _____, 1980.

WITNESS my hand and official seal.

Notary Public

(S E A L)



14 April
80 8:35 A.M.
837 49

Marion W. Pierce
187827

William L. English
Box 773
Ralston, Wyoming

AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS
AZTEC ESTATES

There has heretofore been recorded with the County Clerk of Park County, Wyoming upon April 14, 1980 in MF Book 49 on page 837, a Declaration of Restrictive Covenants, Aztec Estates.

The real property therein described, to which such covenants apply was by inadvertence erroneously described as follows:

Township 55 North of Range 100 West of the 6th P.M.

Blocks 1, 2 and 3 of Aztec Estates, a subdivision of a part of resurvey Lots 44, 45, 46 and 91.

NOW, THEREFORE, William L. English, Elaine English, Richard M. Walker and Billie L. Walker, doing business as Aztec Estates, a joint venture, being all persons owning any right, title, interest or equity in those lands hereinafter described, and being all persons who executed the Declaration of Restrictive Covenants as previously recorded, do hereby declare as follows:

The Restrictive Covenants dated ^{W.L.E.} 4-14, 1980, which were recorded in the office of the County Clerk of Park County, Wyoming upon April 14, 1980 in MF Book 49 on page 837, are hereby amended as follows:

The description of the property therein contained is hereby amended to describe the following property:

Township 55 North of Range 100 West of the 6th P.M.

Lots 1 through 15, inclusive of Aztec Estates, a subdivision of a part of resurvey Lots 44, 45, 46 and 91.

and such covenants shall run with the real property last hereinabove described and shall be binding on all parties and persons claiming unto them until April 30, 1985, at which time said covenants shall be automatically extended for successive periods of five (5) years each unless an instrument signed by the then record owners of a majority of the platted lots within such area has been recorded, whereby these covenants are amended, modified or rescinded in whole or in part.