

APPLICANTS AFFIDAVIT

STATE OF WYOMING )  
 ) ss  
County Of Park )

The undersigned, after being sworn upon our oath, according to law, and of legal age, do hereby personally certify that we shall perform the following commitments made to the public and future lot owners with regards to the Barrusville Subdivision:

(1) Binding arrangements have been made to assure purchasers of any part of the Barrusville Subdivision that upon full payment of the purchase price of any part of said subdivision 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 the real property taxes or assessments charged or assessed for the year in which any such sale may be legally affected.

(2) Enforcement of these obligations upon the undersigned as outlined herein shall be for either compliance or damages or both and the commitments outlined herein shall accrue to our successors or assigns.

(3) We hereby certify that the facts contained herein are true and correct to the best of our knowledge and belief.

*Charles R. Barrus*  
Charles R. Barrus - Husband  
*Barbara Barrus*  
Barbara Barrus - Wife

State Of Wyoming )  
 ) ss  
County of Park )

On this 14 day of July, 1992, there appeared before me Charles R. Barrus and Barbara Barrus, personally known to me to be the persons who executed the foregoing affidavit, according to law, certified that they executed the foregoing affidavit as their free act and deed, and that the facts contained therein are true and correct to the best of their knowledge and belief.

WITNESS MY HAND AND OFFICIAL SEAL



*Debra Benton*  
Notary Public

My commission expires: Sept 3, 1995

State of Wyoming ) ss  
County of Park )  
This instrument was filed for record  
on this 25 day of AUGUST  
19 92 at 2:47 subject P m. and  
day recorded in Microfilm book 212  
records on page 813  
MARIE FONTAINE, Register of Deeds  
*Marie Fontaine*  
303656

Campbell & Associates

DECLARATION OF  
RESTRICTIONS, CONDITIONS, AND PROTECTIVE COVENANTS  
FOR  
BARRUSVILLE SUBDIVISION

A Subdivision located in Park County, Wyoming

KNOW ALL MEN BY THESE PRESENTS, that Charles R. Barrus and Barbara Barrus, husband and wife, hereafter referred to as "Developers" are the owners of the following described property situated in Park County, Wyoming, to-wit:

West 1/2 Southeast 1/4 Northwest 1/4 and the West 1/2 East 1/2 Southeast 1/4 Northwest 1/4, Section #26, Original Survey now being Lot #38, Resurvey T.53N., R.101W., 6th P.M., Park County, Wyoming

That they have divided said land into lots and streets, prepared a plat called Barrusville 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, occupies, 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 of a quality that will enhance the value of investments made by purchases of the land.

LAND USE

- A. All lots in the subdivision shall be residential lots and no commercial enterprise shall be allowed thereon.

BUILDING AND IMPROVEMENTS

- A. No building, structure or improvements shall be erected, altered, placed or permitted to remain on any lot except for a one family dwelling, and accessory building, structures and improvements incident thereto, including garages. All construction shall be of new material and no buildings may be moved from another location to any lot.

- 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 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 of the main structure, exclusive of porches, patios, decks and garages, shall contain the following minimum square footage to be measured and determined by the outside dimensions:  
  
One or two story structure - 1500 square feet on ground floor.

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 Barrusville 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.
- B. The Architectural Control Committee shall be composed of three persons to be elected by a majority of the landowners within the subdivision. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.
- C. Neither the undersigned Developers or the Architectural Control Committee, nor any architect or agent thereof shall be responsible in any way for the defects of any plans, or specifications submitted, revised or approved in accordance with the forgoing, nor for any structural or other defects in any work done in accordance to such plans and specifications.

FENCES

- A. On lots #1 through #6 all new fence construction must be Chain Link, Post-Pole, Post-Rail, Buck Rail etc. No Barbed wire fences will be allowed and if smooth wire is used a top rail will be required. All fences must be neat and kept in good repair, and shall be the responsibility of the individual lot owners. The subdivision owner shall have no obligation to participate in the construction or maintenance of fences. All proposed fences must be approved by the Architectural Control Committee prior to construction.

SEWAGE DISPOSAL

- A. Septic tanks with drain fields or ecologically equal or superior methods shall be used for sewage disposal. All sewage disposal shall be in accordance with applicable State and Federal regulations.

SIGNS

- A. No signs of any kind or character shall be displayed to the public view on any lot except signs not exceeding a surface area of six (6) square feet advertising the premises for sale, or signs not exceeding a surface area of two (2) square feet identifying the owner of a residence situated on the lot. Any light used to illuminate signs, parking area, or for any other purpose, shall be so arranged not to be offensive or a nuisance to other lot owners.

WEED CONTROL

- A. Each owner or occupant of a lot shall regularly mow or otherwise destroy weeds which may grow upon such lot before such weeds become unsightly. No owner shall allow or permit any noxious weeds to grow or ripen upon any lot.

GARBAGE

- A. 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 the responsibility of each individual lot owner, as will the responsibility to remove any and all rubbish, trash, and garbage at reasonable times so it shall not become offensive to his neighbors.

LIVESTOCK

- A. WHEREAS, Barrusville Subdivision is a rural residential area especially for the keeping and

enjoyment of horses and/or ponies of which there may be no more than one (1) head per full acre. Said land owner must erect a suitable barn and corrals, which must be approved by the Architectural Control Committee. Any other livestock, except pigs and sheep, may be raised and kept by 4-H or FFA Members or for the family's own food purposes only and only so long as the livestock does not create a sanitary nuisance or noise nuisance, and further provided that no swine shall be allowed on any premises, and all dogs must be confined to the owner's own property.

(1) All fencing for livestock must be of a neat appearance, solid and kept in a state of good repair at all times.

(2) No stallions will be allowed to run loose in a pasture, paddock, or any area which is only surrounded with wire fences. All stallion fencing must be of a minimum height of five (5) feet. A stallion is designated as any male horse, not gelded, at the age of fourteen months for the purposes of these Covenants.

(a) The stallion pasture, or paddock or area fence must not join, connect, or be the same one as the fence separating two properties owned by different land owners.

(3) All manure from said livestock must be taken care of so not to create any sanitary problems.

#### IRRIGATION

A. All irrigation for Lot #1 through Lot #6 shall be regulated by the Barrusville Water Users Association. All irrigation on Lot #1 through #6 will be by Sprinkler system only after a home has been completed. Flood irrigation from the present ditches will be allowed until 1 year after the construction on any home has began. Prior to the end of the 1 year period a sprinkler system must be installed at the expense of the individual lot owner. Gates will be required along the South 30.00 feet of all lots for the purpose of cleaning and maintaining the main ditch. All land owners of Lot #1 through Lot #6 will be required to be members of the Barrusville Water Users association.

#### ROADWAY

A. Tract "A" consists of a 60 foot wide easement on the West side of Lot #1 and Tract "B" consists of a 60 foot wide easement between Lot #5 and Lot #6. The purpose of these tracts is to provide for future access roads. No buildings are allowed within 25 feet of these tract lines. Tract "A" will be managed and used by the owner of Lot #1 until such time that an access road is constructed. The West 1/2 of Tract "B" will be

managed and used by the owner of Lot #5 and the East 1/2 of Tract "B" will be managed and used by the owner of Lot #6 until such time that an access road is constructed. Any roads constructed within these tracts must comply with Park County road design standards.

#### OFFENSIVE ACTIVITIES

- A. 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 therein, any motor vehicle which shall not have a current registration or license plate, or which shall be in a state of disrepair or which is being used to supply substitute or junk parts for other vehicles. No boat, trailer, camper, house trailer, R.V. or similar vehicle and equipment shall be stored or parked upon any lot in the street adjoining any lot for a period in excess of 58 hours, except in a garage or in any area located more than 40 feet from the front lot line.

#### UTILITY EASEMENT

- A. 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-ways are shown on the Subdivision plat and any additional easements shall be determined by the Architectural Control Committee. Whenever possible, additional easements shall be located upon the platted streets, along the side or back lot lines.

#### ENFORCEMENT

- A. The enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

#### TERMS

- A. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period twenty-five (25) years from the date these covenants are recorded, and 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.
- B. These covenants can be amended prior to the time

stated hereinabove by a written instrument duly recorded, signed by seventy-five (75) percent of the lot owners agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, we have hereunto set our hands this 14<sup>th</sup> day of July, 1992.

Charles R. Barrus

Barbara Barrus

STATE OF WYOMING )  
) SS  
COUNTY OF PARK )

The foregoing instrument was acknowledged before me by CHARLES R. BARRUS and BARBARA BARRUS, this 14 day of July, 1992.

Witness my hand and official seal.

Debra Benton  
Notary Public

My commission expires: Sept 3, 1995



State of Wyoming } ss  
County of Park }  
This instrument was filed for record on this 25 day of August, 1992 at 2:48 o'clock P.m. and duly recorded in Microfilm book 212 records on page 814.  
MARIE FONTAINE, Registrar of Deeds  
By Debra Benton Deputy  
No. 303657

BY-LAWS  
OF  
BARRUSVILLE HOMEOWNER'S ASSOCIATION

ARTICLE I

Name

The name of the Association is Barrusville Homeowner's Association.

ARTICLE II

Principal Office

The principal office of the Association is located at: 1244 Bleistein Avenue, Cody, WY. 82414. The principal place of business may be changed at any time by the members.

ARTICLE III

Purposes

The purposes for which the Association is organized are:

1. To own, operate and maintain an irrigation water association in the Barrusville Subdivision in Park County, Wyoming. The water system includes all property or equipment used in the operation of the water system which now exists or which may hereafter be installed or constructed.
2. To acquire, own, or lease such property as may be necessary or convenient for the fulfillment of its purposes.
3. In general, to do everything necessary, proper, or advisable for the accomplishment of the purposes hereinabove set forth.

ARTICLE IV

Membership

1. Eligibility. Every present and future owner of Lot #1 through Lot #6 or residential unit within these lots in the Barrusville Subdivision, and every present and future tenant to whom such owner has assigned his membership shall be a member in the Association. The "Subdivision" consists of all lots in Barrusville Subdivision.
2. Membership. Membership shall include an undertaking by such owner or tenant to comply with these By-Laws, and the rules and regulations adopted by the Association.
3. Termination. Membership in the Association shall terminate on a member's ceasing to be an owner or

PARK COUNTY CLERK



tenant of a lot or residential unit in the Subdivision.

4. Assignment. An owner who is a member of the Association may assign his membership to the tenant occupying his lot or residential unit in the Subdivision. Such assignment, to be effective, must be filled with the Manager of the Association.

## ARTICLE V

### Meetings of Members

1. Annual Meetings. An annual meeting of the members of the Association shall be held on the first Monday in the month of November in each year, beginning with the year 1992 at the hour of 7:00 P.M., for the purpose of electing officers and the transaction of such other business as may come before the meeting. If the day fixed shall be a legal holiday, such meeting shall be held on the succeeding day not a legal holiday.
2. Regular Meetings. In addition to the annual meetings, regular meetings of the members may be held at such time as shall be determined by the officers of the Association.
3. Special Meetings. It shall be the duty of the Manager to call a special meeting of the members upon a petition signed by not less than five (5) members having voting rights. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of two-thirds (2/3) of the members present, either in person or by proxy.
4. Place of Meetings. Meetings of the Association shall be held at such suitable place convenient to the members as may be designed by the Manager.
5. Notice of Meetings. It shall be the duty of the Manager to mail a notice of each annual, regular or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each member entitled to vote, at least five (5) but not more than ten (10) days prior to such meeting.
6. Quorum. Four (4) members shall constitute a quorum for the transaction of business.
7. Voting. Each member shall be entitled to one vote for each acre of land owned, on each matter submitted to a vote of the members.
8. Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or his duly authorized attorney-in-fact. No proxy shall be valid after sixty (60) days from the date of its execution, unless otherwise provided in the proxy.

CLARK COUNTY CLERK

9. Manner of Acting. A majority of the votes entitled to be cast on a matter to be voted upon by the members present, or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption thereof, unless a greater proportion is required by these By-Laws.

## ARTICLE VI

### Officers

1. Designation. The principal officers of the Association shall be a Manager and a Treasurer, both of whom shall be elected by and from the members of the Association.
2. Election of Officers. The officers of the Association shall be elected annually by the members at the annual meeting.
3. Removal of Officers. Upon an affirmative vote of a majority of the members, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the membership, or at any special meeting of the membership called for such purpose.
4. Manager. The Manager shall be the chief executive officer of the Association. He shall preside at all meetings of the Association. He shall have all the general powers and duties necessary to carry out the purposes of the Association. He shall have the power to appoint committees from among the members from time to time as he may, at his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.
5. Treasurer. The treasurer shall have the responsibility for Association funds and shall be responsible for keeping a full and accurate account of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by vote of the members. The Treasurer shall take the place of the Manager and perform his duties whenever the Manager shall be absent or unable to act. The signature of both the Manager and Treasurer shall be required to withdraw funds from the Association accounts, and in no event shall an expenditure in excess of \$ \_\_\_\_\_ be made without the prior consent of the members.

ARTICLE VII

Dues and Assessments

1. Annual Dues. The annual dues shall be as shown on the following assessment schedule. This schedule is based upon the Cody Canal irrigation assessment of \_\_\_\_\_. As the Cody Canal Irrigation District raises their assessment, the per lot assessment shall be raised proportionately. The associations dues shall be determined and charged as the association finds necessary.

LOT NO.	ASSESSMENT	ASSOC. DUES	TOTAL
1	\$ _____	+ _____	= _____
2	_____	+ _____	= _____
3	_____	+ _____	= _____
4	_____	+ _____	= _____
5	_____	+ _____	= _____
6	_____	+ _____	= _____
7	_____	+ _____	= _____

The annual dues may be changed from time to time by the membership at any annual, regular or special meeting called for such purpose.

2. Payment of Annual Dues. The dues shall be paid on or before the first (1st) day of December, each year after which an owner or tenant becomes a member.
3. Special Assessments. Special assessments may be levied on members of the Association only by vote of the majority of all members of the Association.
4. Default in Payment of Dues or Assessments. (a) When any member shall be in default in the payment of dues or assessments for a period of fifteen (15) days from the date on which dues or assessments become payable, he shall, for the purpose of voting, not be considered as a member in good standing, in addition, such member shall have his water service discontinued. Such water service shall not be commenced until the member has paid his dues and assessments in full, and until such times as such member is again returned to a good standing, he shall have no rights of any kind arising out of a membership in the Association. (b) In addition to the foregoing, if any member shall fail to pay his annual dues or assessments as the same become due, after ten (10) days written notice of such delinquency given by the Association to such member, the amount of the unpaid dues and assessments shall become a lien on such member's lot or residential unit in the Subdivision in favor of the Association, and the Association shall have the right to record a notice of claim of lien, and proceed thereon in accordance with the provisions of Wyoming law for the foreclosure and enforcement of liens:

or, in the event the Association shall not record a lien, it shall have the right to commence an action against such member for the collection of the unpaid dues and assessments in the Justice of district Court in accordance with the provisions of Wyoming law.

#### ARTICLE VIII

##### Regulation and use of Water

Water produced by and taken from the water system owned by the Association shall be used for irrigation purposes only.

The Manager of the Barrusville Homeowner's Association will also serve as Water Master for the subdivision. The Water Master will be responsible for the irrigation procedures used within the subdivision and additional duties of the Water Master are as follows:

#### AGREEMENT AUTHORIZING AND APPOINTING WATER MASTER FOR BARRUSVILLE SUBDIVISION

##### WITNESSETH:

The WATER USERS desire and it is the purpose of this agreement to designate the WATER MASTER as their representative, and authorize him or her on their behalf to demand, collect and receive the assessments of the Cody Canal Irrigation District for operation and maintenance (water) and construction charges each year levied and assessed against the individual lots within said Subdivision, and pay such assessments to the DISTRICT as they become due and payable.

IN CONSIDERATION of the mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

1. The WATER USERS hereby designate and appoint the WATER MASTER to demand, collect and receive from each and every owner within the Barrusville Subdivision, the operation and maintenance (water) and construction assessments levied and assessed against said lots, and each lot owner agrees to pay such assessments to the WATER MASTER each year as they become due and owing.

2. At the time such assessments become due and payable, the WATER MASTER shall, on behalf of the WATER USERS, pay to the DISTRICT the operation and maintenance assessments and construction charges assessed and levied upon every lot within the Subdivision by the DISTRICT.

3. The DISTRICT agrees to deliver water for use by the WATER USERS within the Subdivision to the original ditch at the Barrusville Subdivision boundary, at which point the WATER MASTER shall assume the responsibility for, and shall distribute the appropriate amount of water to each and every lot within the Subdivision, according to the allocations established by the DISTRICT.

4. As representative of the WATER USERS, the WATER MASTER shall inspect, oversee and in general, supervise the distribution of water throughout the Subdivision.

5. In the event any or all of the lot owners within the Subdivision neglect, fail or refuse to pay the operation and maintenance assessments and construction charges of the DISTRICT, the WATER MASTER is further authorized as agent for the WATER USERS, to initiate and prosecute at the expense of the WATER USERS, any suit, actions or legal proceedings for recovery of such assessments, and in connection therewith to retain and employ an attorney to represent the WATER USERS and to prosecute such action on behalf of the WATER USERS.

6. The WATER MASTER shall further collect and receive all additional assessments of the DISTRICT for water use in excess of the amount allocated to the lot or lots receiving such excess water from the owners thereof, as well as all sums due to the DISTRICT for work or services performed by the DISTRICT, their agents or employees for the WATER USERS, either individually or collectively.

7. The DISTRICT shall prepare and send one statement for the total operation and maintenance assessments and construction charges due and owing upon all the subdivision lots in the name of and to the WATER MASTER, who shall pay such assessments in accordance with Paragraph 2 hereof.

8. The WATER USERS shall indemnify and hold the WATER MASTER harmless from all claims, demands, suits, or actions for damages to property or for personal injury and from any and all losses, cost and expenses incurred in connection with and arising out of, or resulting from the tortious or negligent acts of the WATER MASTER, as well as bound by all contracts executed by the WATER MASTER on behalf of the WATER USERS which are performed, or made and entered into, within the course of and scope of the water master's authority hereunder.

9. In the event the WATER MASTER fails to perform any or all of the duties and obligations to be kept and performed by him hereunder, or should the WATER MASTER damage or injure either the property or person of a third party, then the WATER MASTER shall indemnify and hold the WATER USERS harmless from all claims, demands, suits or actions for damages to property or personal injuries, and from any and all losses, cost and expenses incurred in connection therewith arising out of, or resulting from the water master's default or negligence in performing his duties and obligations.

10. The term of this agreement and the authority of the WATER MASTER shall begin on \_\_\_\_\_, 19\_\_\_\_, and shall continue in full force and effect until \_\_\_\_\_, 19\_\_\_\_\_.

11. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

The owners of Lot #1 through Lot #6 will be required to install pumps for sprinkler irrigation within one year of the time that building construction has began. The location and design of the pump sumps must be approved by the Water Master prior to installation. Also all North-South fence lines within or along Lot #1 through Lot #6, Tract "A" and Tract "B" must provide gates for the cleaning and maintenance of the main irrigation ditch.