

DECLARATION OF  
RESTRICTIONS, CONDITIONS AND PROTECTIVE COVENANTS  
for

**Beck Park Addition**

A subdivision located in Cody, Wyoming

KNOW ALL MEN BY THESE PRESENTS, that Michael L. Kenney and Mary K. Kenney, husband and wife, of Park County, Wyoming, hereinafter referred to as "Developers", are the owners of the following described property situated in Park County, Wyoming, to-wit:

A Parcel of Land in TRACT 62, T52N, R101W, City of Cody, County of Park.

That they have divided said land into lots and streets, prepared a plat called Beck Park Addition, 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 except where exceptions are made herein.

The real property described herein above 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 practical 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 purchasers of the land.

LAND USE

All lots in the subdivision shall be known and described as residential lots and no commercial enterprise shall be allowed.

Lots #1 through #17 shall not be further divided.

### BUILDING TYPE

Only new construction or alteration of existing construction already on the lots shall be permitted. No building or structure shall be erected, altered, placed, or permitted to remain on any residential lot other than one single-family dwelling with a private garage or other appropriate outbuildings incidental to residential use or as allowable under these covenants. No structure of a temporary character or any trailer, mobile home, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

No old or used structure may be moved from another location onto any lot in the subdivision.

All construction commenced shall be pursued with reasonable diligence and shall be completed in not less than three-hundred sixty-five days (365) and no uncompleted structure shall be used as a residence.

Building setback distances shall comply with City of Cody Building requirements.

No building, structure or dwelling to be used for residential purposes shall be permitted on any lot unless the total floor area of the main structure, excluding porches, patios, decks and garages, shall contain the below minimum square footage to be measured and determined by the outside dimensions:

1. Lots 1 through 6 - 1600 square feet for one story structures; 2100 square feet for bi-level, tri-level and two story structures.
3. Lots 7 through 14 - 1800 square feet for one story structures; 2300 square feet for bi-level, tri-level and two story structures.
4. Lots 15 through 17 - 1700 square feet for one story structures; 2200 square feet for bi-level, tri-level and two story structures.

### ARCHITECTURAL CONTROL

For the purpose of preserving the natural beauty and enhancing the property values and to insure the development of the lands within Beck Park Addition 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.

The architectural control committee shall be composed of the Developers, Michael L. and Mary K. Kenney and all Lot owners until 100% of the lots are sold. When 100% of the lots in Beck Park Addition have been sold by the developers, the owners of all of the lots, each lot being entitled to one vote, shall vote for the election, by a majority of those casting votes, of the filling of three positions on the Architectural Control Committee, each position to be held by a lot owner. In the event of death or resignation of any member of the Committee, the remaining member(s) 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.

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.

A. There shall be submitted to the Architectural Control Committee three (3) complete sets of plans and specifications of any and all improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the locations on the lot of the building, wall fence or other structure proposed to be constructed, altered placed or maintained, together with the proposed color scheme for roofs and exteriors thereof.

B. The Architectural Control Committee shall approve or disapprove plans, specifications, and details within thirty (30) days from the receipt thereof. Two (2) sets of said plans and specifications and details with the approval, or disapproval, endorsed thereon shall be returned to the person submitting them and the third copy shall be retained by the committee.

C. The Architectural Control Committee shall have the right to disapprove any plans, specifications, or details submitted to it as aforesaid in the event such plans, specifications, and details are not in accordance with all of the provisions of this Declaration, if the design or color schemes of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, if the plans and specifications or details, or any part thereof, are contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof, all in the sole discretion of the Architectural Control Committee. The decisions of the Architectural Control Committee shall be final.

### FENCES

All fence construction must be done with new material and all fences must be neat and kept in good repair at all times. Construction and maintenance of all fences shall be the lot owner or occupants responsibility. The Developers shall have no obligation to participate in the construction or maintenance of new or existing fences. Fences shall not extend beyond the front of the house and chain-link fences shall not be erected if they are visible from the street in front of the house. Proposed fences must be approved by the Architectural Control Committee prior to construction.

### LANDSCAPING

Lots 1-7 and Lots 15-17 shall have developed lawns. The remaining lots, 8-14, may have developed lawns or the landscaping may remain consistant with the original landscape.

### MAIL BOXES

All mail delivered by the U.S. Postal Service will be to a mail box meeting U. S. Postal Standards that has been placed in accordance with Postal regulations.

### WEED CONTROL

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 or occupant shall allow or permit any noxious weeds to grow or ripen upon any lot.

### GARBAGE

All Lots in Beck Park Addition will be served by the City of Cody for garbage pickup. 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. It is the responsibility of the owner or renter to remove any and all rubbish, trash, and garbage at reasonable times so it shall not become offensive to his neighbors.

### OFFENSIVE ACTIVITIES

Each lot, at all times, shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any lot if they are visible from any neighboring lot or road, except as necessary during a period of construction.

No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to the neighborhood. Any noise or odor which will, or might, disturb the peace, quiet, comfort or serenity of the occupants of nearby lots will not be allowed.

No person shall park or leave standing on any lot, or street abutting heron, 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. No boat, trailer, camper, house trailer, R.V. or similar vehicle and equipment shall be stored or parked upon any street at any time and such equipment, if parked on the Lot, shall be parked in an orderly manner.

### UTILITIES AND UTILITY EASEMENTS

All Lots in Beck Park Addition have City of Cody Water, Sewer, and Electrical Service, Cody Gas, TCI Cable, and US WEST Telephone services underground and inside each Lot property line. All lots located within the subdivision are subject to all reasonable easements, setbacks, and rights-of-way for the installation and maintenance of utilities as shown on the Beck Park Addition plat. Any and all additional easements and rights-of-way shall be determined by the Architectural Control committee and whenever possible shall be located within the platted street rights-of-way.

All utilities located within Beck Park Addition, including but not limited to electrical, cable TV, telephone, natural gas lines, shall all be placed underground.

### VARIANCES

The Architectural control committee shall have the power to and may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein: provided, however, that such is done in conformity to the intent and purposes hereof and provided also that in every instance such variance of adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood. Variances and adjustments for height, size and setback requirements may be granted hereunder.

The Architectural Control Committee may also determine and allow in the respective classifications of lots, additional uses which are of the same character.

In the event there shall be governmental regulations which conflict with or prevent works of construction or improvements in the manner as required by the within regulations, these circumstances shall be deemed to constitute practical difficulties, justifying allowances of variances and adjustments of said regulations in order to prevent unnecessary hardship; provided, however, that in every instance the variance or adjustment shall not be materially detrimental or injurious to property or improvements in the neighborhood.

#### TERMS

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 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 seventy (75) percent of the lot owners agreeing to change said covenants in whole or in part.

#### ENFORCEMENT

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.

#### 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.

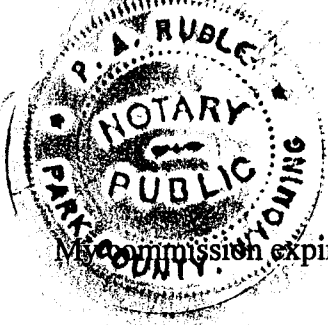
IN WITNESS WHEREOF, this Declaration of Restrictions, Conditions, and Protective Covenants is executed this 11<sup>th</sup> day of September, 1995.

Michael L. Kenney  
Michael L. Kenney  
Mary K. Kenney  
Mary K. Kenney

STATE OF WYOMING )  
                                  ) ss  
COUNTY OF PARK )

The foregoing instrument was acknowledged before by by Michael L. Kenney and Mary K. Kenney  
this 11<sup>th</sup> day of September, 1995.

WITNESS my hand and official seal.



P. A. Ruble  
Notary Public

My commission expires: Jan. 20, 1999

INST# 355375 BOOK 0274 PAGE 0155  
RECORDED 10/26/95 AT 11:50  
BY: GERRI PATTERSON, DEPUTY  
FEES: 18.00  
MARIE FONTAINE, PARK COUNTY CLERK