

## DECLARATION OF PROTECTIVE COVENANTS

STATE OF WYOMING     }  
COUNTY OF PARK     } SS

The undersigned, each being of lawful age and each being first duly sworn upon oath according to law, depose and say as follows:

That they are the owners of certain real property being described as that portion of the SW 1/4 SW 1/4, and the NW 1/4 SW 1/4 of Section 23, Township 57 North, Range 102 West of the 6th Principal Meridian, Park County, Wyoming according to the Original Government Survey, said parcel being more particularly described as follows:

Beginning at the southwest corner of said SW 1/4 SW 1/4 Section 23; thence S89° 38' E along the south line of said SW 1/4 SW 1/4 Section 23 for a distance of 1019.51 feet to a point 1650.00 feet west of the southeast corner of the SE 1/4 SW 1/4 of said Section 23; thence N 00° 52' W parallel to the east line of the SE 1/4 SW 1/4 of said Section 23 for a distance of 660.00 feet; thence N 00° 49' W for a distance of 617.37 feet to the center of Bennett Creek; thence along Bennett Creek, N 33° 53' E for a distance of 185.94 feet; thence N 08° 32' E for a 90.50 feet; thence N 17° 41' E for a distance of 438.15 feet; thence N 26° 09' E for a distance of 120.71 feet to the east line of the NW 1/4 SW 1/4 of said Section 23; thence N 00° 49' W, along the east line of said NW 1/4 SW 1/4 of said Section 23, for a distance of 592.73 feet to the northeast corner of said NW 1/4 SW 1/4 Section 23, thence N89° 43' W, along the northline of said NW 1/4 SW 1/4 Section 23, for a distance of 1333.82 feet to the northwest corner of said NW 1/4 SW 1/4 Section 23; thence S00° 48' E, along the west line of said Section 23 for a distance of 2639.10 feet to the point of beginning.

That as owners they have caused a plat of said lands to be prepared, dividing the property into building lots and roads, and designating the same as Bennett Creek Subdivision, for recording in the office of the County Clerk of Park County, Wyoming;

That they intend to convey said lots to various purchasers by deed, or contract, subject to the restrictive covenants on the part of purchasers, as hereinafter set forth, and to the end and purpose that

the restrictions herein imposed shall inure to the benefit of each and all of the purchasers of said lots, and that such covenants will be and become binding upon the heirs, successors and assigns of such purchasers;

That these covenants shall be and remain covenants running with the land and shall be effective with respect to all lots in the Bennett Creek Subdivision, and these covenants shall be effective from and after the date of the recording of this Declaration of Protective Covenants in the office of the County Clerk of Park County, Wyoming.

Covenant No. 1. All lot owners are to construct and maintain their sewage disposal systems in accordance with state law and are to submit plans therefore to the Department of Environmental Quality, State of Wyoming, or successors prior to construction.

Covenant No. 2. These covenants are to run with the land and shall be binding upon the undersigned and 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 the majority of the then owners of the lots has been recorded, agreeing to change these covenants in whole or in part.

Covenant No. 3. Any violation of the covenants, conditions and restrictions contained herein may be enjoined in a court of law or equity by the undersigned or by an owner of record of one or more of the lots in the subdivision, and any person violating said covenants, conditions or restrictions shall be liable for damages to the remaining owners of said lots in the subdivision.

Covenant No. 4. These covenants shall not apply to any improvements, construction or use of the lots in existence at the time these Covenants are filed or record.

Covenant No. 5. Invalidation of any one or more of these covenants by judgment or court order, or otherwise, shall in no wise

effect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this

28<sup>th</sup> day of August, 1974.

Harold Sprinkel  
Harold Sprinkel

Leon Sprinkel  
Leon Sprinkel

Virginia Sprinkel  
Virginia Sprinkel

STATE OF WYOMING }  
COUNTY OF PARK } SS

Subscribed and sworn to before me by Harold Sprinkel, Leon Sprinkel and Virginia Sprinkel, this 28<sup>th</sup> day of August, 1974.

Witness my hand and official seal.



Agnes M. Sullivan  
Notary Public

My commission expires: 12-2-77

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STATE OF UTAH  
COUNTY OF WEBER

IN WITNESS WHEREOF, we have hereunto set our hands this

20th day of September, 1974

*Jane Susanne Smith*  
Jane Susanne Smith

*Lloyd Smith*  
Lloyd Smith

STATE OF UTAH }  
COUNTY OF WEBER } SS

Subscribed and sworn to before me by Jane Susanne Smith  
and Lloyd Smith, this 20th day of September, 1974.

Witness my hand and official seal.

My commission expires: March 20, 1975

*John C. Lippert*  
Notary Public



State of Wyoming, }  
County of Park, } ss

This instrument was filed for record  
on the 10 day of October  
19 74 at 10:10 o'clock A.M., and  
duly recorded in Book 392  
records on page 307

Eva E. Larson  
Register of Deeds  
By *Eileen V. Knudsen*  
Deputy  
No. 152022 Fees \$ 5.00