

1400

BOOK 49 810

AFFIDAVIT
DECLARATION OF PROTECTIVE COVENANTS

FOR

~~BERCHLAND~~ SUBDIVISION

STATE OF WYOMING]
] ss.
COUNTY OF PARK]

George and Phyllis Berchtold being of lawful age and first duly sworn according to law, depose and state:

That they are the owners of these certain lots and parcels of land more particularly described as follows:

Portion of Lot No. 52 F, Resurvey, T. 55 N., R. 99 W., 6th P.M., Park County, Wyoming, which lies South of Lateral "S" and North of Park County Lane No. 11 1/2.

The affiants herein intend to convey said Lots as owned by them and as set forth above to various purchasers by deeds, subject to the restrictive covenants on the part of the purchaser as hereinafter set forth, to the end that the restrictions therein imposed shall inure to the benefit of each and all of the purchasers of said Lots, and their respective heirs and assigns; that the invalidation of any of these Covenants by judgment or otherwise shall in no way effect any of the other provisions which shall remain in full force and effect;

That these covenants shall be and remain covenants running with the land and shall be effective with respect to the real property above described from the date of recording this Affidavit in the office of County Clerk of Park County, Wyoming.

COVENANT 1. All lots above described without exception, shall be known and described as rural residential lots. All owners of any lots who build a fence facing the public road in said Berchland Subdivision, said fence shall be restic and of pole or plank construction. All buildings built on said Lots shall be built from approved materails.

COVENANT 2: No building shall be erected, placed or altered on any lot unless and until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. Approval shall be by the Architectural Control Committee composed of George Berchtold, Phyllis Berchtold and C. Dean Roberts. 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 members 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.

COVENANT 3. No building shall be erected, placed or altered on any lot nearer than forty feet from front, ten feet from side and twenty feet from the rear of its boundary lines unless said boundary line is between two lots owned by the same person or persons. For the purposes of the Covenant, 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.

COVENANT 4. No dwelling shall be permitted on any lot at a cost of less than \$25,000.00, based upon cost levels prevailing on the date these Covenants are recorded. It being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Covenants are recorded at

the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one story open porches and garages, shall be not less than one thousand and fifty (1050) square feet for a one story dwelling, nor less than eight hundred (800) square feet for a dwelling of more than one story.

COVENANT 5. No lot shall be further subdivided.

COVENANT 6. WHEREAS, Berchland 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 five head per family dwelling. Said land owner must erect a suitable barn and corrals, which must be approved by the Architectural Control Committee. Any other livestock 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.

- (a) All fencing for livestock must be of a neat appearance, solid and kept in a state of good repair at all times.
- (b) No stallions will be allowed to run loose in a pasture, paddock, or any area which is only surrounded with barbed or woven wire. All stallion fencing must be of a minimum height of five feet. A stallion is designated as any male horse, not gelded, at the age of fourteen months for the purposes of these Covenants.

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

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

COVENANT 7. No structure of a temporary character, trailer, mobile home, basement, tent, shack, grage, barn, or other out buildings shall be used or erected on any lot as a residence for a period in excess of one year, and no trailer, mobile home, or modular home shall be used or placed upon a foundation or otherwise in any permanent manner, and all residences shall be constructed on the premises and no residences previously constructed shall be moved into any lot.

COVENANT 8. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, 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.

COVENANT 9. No building or structure intended or adopted to business purposes or commercial activity shall be erected or maintained on any lot, and all buildings and structures shall be only those customary and incidental to residential purposes.

COVENANT 10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

COVENANT 11. Vehicles, and/or machinery, which are not in running condition or are in a state of disrepair, shall not be parked, or kept on the road in front of any residence or on any of the properties for a period of more than seven days, except by special consideration and permission by the architectural control committee first had and obtained.

COVENANT 12. Irrigation - (a) No flood irrigation of any lot shall be allowed, and only irrigation by means of a sprinkling system shall be permitted.

(b) 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 written consent of the Shoshone Irrigation District.

(c) 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.

(d) All landowners, for purposes of dealing and accounting with the Shoshone Irrigation District shall, by virtue of their ownership of a lot or lots in said subdivision be members of the lot owners water association and entitled to one vote for each lot owned in said subdivision. At least once annually members of the association shall elect a representative by majority vote, which representative shall have the authority and shall collect, prorata according to the quantity of property owned, the annual assessment due the Shoshone Irrigation District for water charges, and shall pay the same in one lump sum as a single entity for the entire subdivision toward the view that each owner in said subdivision shall not be assessed individually for water charges or assessments.

COVENANT 13. It is further covenanted that the grantor herein, namely the subdivider, shall cause to be constructed at his sole expense a roadway contained on the plat known as Olive Road, and each landowner in said subdivision shall share, prorata according to the quantity of property and, from time to time until such time as the County of Park shall assume the obligation of same, the cost of maintaining the said roadway.

COVENANT 14. No owner shall allow or permit any

noxious weeds to grown or ripen upon any lot.

COVENANT 15. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said Covenants in whole or in part.

COVENANT 16. Enforcement. The enforcement 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.

COVENANT 17. Severability. Invalidation of any one of these Covenants by judgment or Court Order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned has executed this Amendment to the Protective Covenants this 11th day of February, 1980.

George Berchtold

GEORGE BERCHTOLD

Phyllis Berchtold

PHYLLIS BERCHTOLD

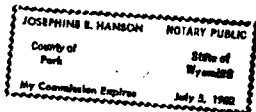
STATE OF WYOMING]
] ss.
COUNTY OF PARK]

Subscribed and sworn to before me by George Berchtold and Phyllis Berchtold this 11th day of February, 1980.

WITNESS my hand and official seal.

Josephine R. Hanson

NOTARY PUBLIC



State of Wyoming, } ss.
County of Park, }
This instrument was filed for record
on the 10 day of April
1980 at 1:00 o'clock p. M., and
filed in the County Clerk's office
recorded on page 810
MASSIE WENTUNE, Register of Deeds
Marion M. Tress, Deputy
167812

G. R. Berchtold
Rt. 1, Box 154, Powell, Wy 82435