

DECLARATION  
OF  
RESTRICTIONS, CONDITIONS, AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, VISION QUEST ESTATES, a corporation, of Park County, Wyoming, hereinafter referred to as "DEVELOPER", is the owner of the following described lots of real property situate in Park County, Wyoming, to-wit:

Lots 2, 3 and 4 of Black Diamond Subdivision in Section 21, T. 49 N., R. 100 W. of the 6th P.M., Resurvey, according to the plat recorded in Book "E" of Plats at page 146, records of Park County, State of Wyoming.

The real property described hereinabove 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 adjoining lots 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 purchasers of the land.

1. LAND USE.

- a. No commercial enterprise shall be allowed.
- b. No structure or structures shall be erected, altered, placed, and permitted other than one, detached, single-family dwelling, and a private garage and other appropriate outbuildings incidental to residential use or as allowable under these covenants.
- c. There will be no re-subdivision into smaller parcels without the prior written approval of the DEVELOPER and the owners of all the lots described above.
- d. The Architectural Control Committee may modify, change and alter the restrictions and covenants contained in paragraph one hereof by giving written notice to all property owners fifteen days in advance of such proposed alteration, modification and change. Any alteration, modification or change shall be in writing.

2. BUILDING TYPE

- a. Unless approved in writing by the Architectural Control Committee, only new construction or alteration of existing construction already on the lots shall be permitted. No structure of a temporary character nor any trailer, mobile home, (even though the wheels have been removed and the mobility thereof terminated), units more than eight feet in width which are designed, constructed, and equipped as a dwelling place to which wheels may be attached for movement upon the streets and highways, basement, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently. This restriction shall not apply to transportable homes such

as modular or prebuilt homes which are not designed, constructed and equipped to have wheels attached for movement upon the streets and highways.

b. All construction commenced shall be pursued with reasonable diligence and shall be completed in not less than one and one-half years.

c. No old or used structure may be moved from another location onto the property without the written approval of the Architectural Control Committee.

d. No building or dwelling shall be located nearer than 30 feet from any property line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered part of a building or structure, provided, however, that they shall not be constructed to permit any portion of a building or structure on a lot to encroach upon another lot.

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

1. One story structure - 1,000 square feet. Dwellings existing at the time of filing these covenants are excluded.

2. Tri-level, bi-level, and two story - 900 square feet.

f. All existing buildings and structures, other than dwellings, will be removed within one year of initial purchase, excepting, however the Architectural Control Committee can give written approval of any structure after receiving and accepting written application for improving said structures, as contained in paragraph ten below.

3. UTILITY EASEMENTS.

All lots are subject to easements and rights-of-way for the installation and maintenance of utilities as shown on the subdivision plat.

4. IRRIGATION EASEMENT.

All lots are subject to a reasonable easement and right-of-way for the maintenance and installation of irrigation and drainage ditches in accordance with the below terms and conditions:

a. The Architectural Control Committee shall have the right to designate the location of all irrigation and drainage ditches located upon the property; and shall be empowered to promulgate rules and regulations pertaining to the timely cleaning and maintaining of the below described irrigation system, the scheduling of days on a rotation basis on which lot owners may irrigate during the irrigation season. Any conflict or controversy between the various owners concerning the utilization and maintenance of the said irrigation system shall be decided exclusively by the Architectural Control Committee and all lot owners agree to abide by their decision.

b. All irrigation and drainage ditches shall be for the benefit of the owners of each lot, and the lot

owners shall be joint owners of any and all irrigation and drainage ditches constructed within said property.

c. All irrigation and drainage ditches and any head-gates incident thereto, together with those which may hereafter be constructed on the property, shall constitute the "irrigation system".

d. The owner of each lot shall maintain and clean at his own expense and cost, any and all irrigation and drainage ditches located on or which traverse his lot, or which may hereafter be located upon or traverse his lot.

e. The owner of each lot shall cooperate with the owners of all other lots to effectively and efficiently distribute water flowing in and through said irrigation system to assure optimum beneficial application and maximum utilization of all water authorized for application to said lands under and by virtue of the laws of the State of Wyoming.

5. OFFENSIVE ACTIVITIES.

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 part or leave standing upon any lot or street abutting thereon, 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 the other vehicles.

6. PETS AND LIVESTOCK.

No livestock, except those used for domestic purposes may be kept upon any lot. The owners and occupants of the lots shall be permitted to keep and maintain suitable barns, sheds, stalls, pens, or corrals for any such animal kept for domestic purposes, but all shall be kept and maintained so as not to be offensive or become a nuisance to the neighbors. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot for any commercial purpose.

7. BOATS AND TRAILERS, ETC.

No boat, trailer, camper, house trailer or similar vehicle and equipment shall be stored or parked upon any parcel or in the street adjoining any lot for a period in excess of 48 hours, except in a garage or in an area located more than 30 feet from the front property line.

8. OIL AND MINING OPERATIONS.

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 on any lot.

9. GARBAGE.

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 material shall be kept in a clean and sanitary condition, and it shall be the responsibility of each individual lot owner to remove any and all rubbish, trash and garbage at reasonable times so it shall not become a nuisance to the neighborhood.

10. 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 the Black Diamond 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, as well as to make exceptions to or waivers of any of these restrictions, conditions, and covenants as the Architectural Control Committee shall deem appropriate.

b. All plans and specifications for any building, fence, wall or other structure whatsoever to be erected on or moved upon any lot, and the proposed location thereof on any lot; the roofs, and exterior color schemes thereof; and any remodeling, reconstruction, alterations, or additions to any building, or other structures on any lot, shall be subject to, and shall require the approval in writing of the Architectural Control Committee as the same is from time to time composed, before any such excavation, construction, remodeling, or additional work is begun.

c. There shall be submitted to the Architectural Control Committee two acceptable sets of plans and specifications of planned external improvements. Such plans shall include plot plans showing the location on the lot, of the building, wall, fence, or other structure proposed to be constructed, altered or placed or maintained, together with proposed color schemes for roofs and exteriors thereof. The Architectural Control Committee shall approve or disapprove plans, specifications, and details with the approval or disapproval endorsed thereon, one copy shall be returned to the person submitting them, and the other copy shall be retained by the Architectural Control Committee.

d. The Architectural Control Committee in its sole discretion shall have the right to disapprove any plan, specification, or detail submitted to it as aforesaid, if they are not in accordance with the provisions of this declaration; or if the design or color scheme of the proposed building or other structure are not in harmony with the general surroundings of the Architectural Control Committee shall be final.

e. Neither the undersigned DEVELOPERS or the Architectural Control Committee, nor any architect or agent thereof shall be responsible in any way for any defects of any plans, or specifications submitted, revised, or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications.

11. ARCHITECTURAL CONTROL COMMITTEE - COMPOSITION

a. The Architectural Control Committee shall initially be composed of three individuals who are shareholders in Vision Quest Estates. The initial membership of the Architectural Control Committee shall be Lynn C. Muirbrook, Samuel M. (Mads) Cottrell and Lee T. Christiansen. After all of the lots in the Black Diamond Subdivision have been sold by Vision Quest Estates, the Architectural Control Committee shall be composed of three individuals who are owners of property in the Black Diamond Subdivision and shall be elected by a majority of all the Black Diamond Subdivision owners

(Lots 1 through 5) on a one lot, one vote basis. Their terms shall run for one year and shall commence on January 1.

b. A majority of the Architectural Committee can designate one of its members to act as a representative for the Committee and to take all actions on behalf of the committee.

c. In the event of death or designation of any member of the Architectural Control Committee the remaining members shall have the sole authority to appoint a successor, subject to timely confirmation by a majority of all the lot owners (Lots 1 through 5) on a one lot-one vote basis.

12. DURATION AND AMENDMENT.

These covenants are to run with the land and shall be binding upon all owners of the property 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 a majority of the lot owners on a one lot-one vote basis has been recorded agreeing to the change said covenants in whole or in part.

These covenants can be amended prior to the times stated hereinabove by written instrument duly recorded, signed by seventy-five (75%) percent of the lot owners agreeing to change said covenants in whole or in part, on a one lot-one vote basis.

13. ENFORCEMENT.

Any violation of these covenants, conditions and restrictions may be enjoined in a court of law or equity by the undersigned or by an owner of record of one or more lots, and any person violating said covenants, conditions or restrictions shall be liable for damages to the remaining owners of said lots.

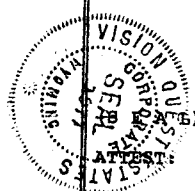
14. INVALIDATION.

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, the makers hereof have hereunto set their hands this 9th day of December, 1980.

VISION QUEST ESTATES

By Lee T. Christiansen  
President



Shirley C. Cottrell  
Secretary

COUNTY OF PARK )  
STATE OF WYOMING )

The foregoing instrument was acknowledged before me by Lee T. Christiansen this 9th day of December, 1980

Witness by hand and official seal.  
DONNA RAE ROBBINS NOTARY PUBLIC  
County of Park State of Wyoming

My Commission Expires Jan. 14, 1984

Shirley C. Cottrell  
Notary Public

1-14-84