

DECLARATION OF RESTRICTIVE COVENANTS

OF

BLUE SKY SUBDIVISION

These covenants made and entered into this 25 day of July, 1979, by and between all persons now owning any right, title, interest or equity in those lands described as follows, to-wit:

Lot 42-D, Township 52 North, Range 102 West, 6th P.M., Government Resurvey, Park County, Wyoming,

TOGETHER WITH all improvements and appurtenances thereunto belonging,

SUBJECT TO the property taxes and assessments for the year 1979 and subsequent years; to exceptions and reservations contained in patents from the United States and the State of Wyoming; to all reservations, ordinances, zoning restrictions, and covenants, if any, and all easements and rights-of-way of record or that may be apparent upon inspection of the surface.

These covenants shall run with the real property hereinabove described and shall be binding on all parties and persons claiming under them until January 1, 2005, at which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by all of the then record owners of the lots has been recorded whereby these covenants are amended and modified or rescinded in whole or in part.

Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

The covenants are as follows:

1. RESIDENTIAL USE.

a. No lots shall be used for any purpose except for a single family residence and such accessory buildings and uses as are herein permitted and as are allowed under the provisions of the zoning regulations of Park County, Wyoming, for residential districts as are now in effect and as may be amended from time to time hereafter.

b. Uses permitted shall include recreational uses of a non-commercial nature, family size gardens and the maintenance

of domestic horses, cows, fowl, dogs, cats and other household pets. All such livestock and pets shall at all times be confined by fence or leash and shall not at any time be permitted to run at large. No livestock or pets shall be kept, bred or maintained upon any lots for any commercial purposes.

c. Except to the extent necessary during the period of actual construction of a residence if diligently pursued, no trailer, camper, tent, mobile home, modular home, basement, house, garage, barn, outbuilding or other structures of a temporary or mobile nature shall be erected or constructed upon said lot or tract nor used in the subdivision as a place of residence or habitation, either temporarily or permanently nor shall any old or second-hand building or structures be moved on any lot or tract in said subdivision from any place outside the subdivision, it being the intention hereof that all dwellings and all other buildings erected on said lots or within said subdivision shall be new construction of good quality workmanship and materials, constructed upon the lot site. Such construction shall be completed within one year of the date of commencement of construction.

2. TRASH AND GARBAGE

a. No trash, garbage or other waste shall be thrown, dumped, or piled on any lot or permitted to remain thereon except in containers provided for such purpose.

b. All trash, garbage and other waste shall be kept in suitable sanitary containers provided for such purpose and such containers shall be kept in a clean, sanitary and sightly condition.

3. MODIFICATION AND AMENDMENT.

a. The covenants and restrictions herein contained may be waived, abandoned or terminated in whole or in part from time to time as to anyone or more of the lots by written consent of the then record owners of all lots contained within the subdivision except that any amendment relating

STATE OF WYOMING)
) SS
 COUNTY OF PARK)

APPLICANT'S AFFIDAVIT

The undersigned being applicant for a subdivision permit for the subdivision identified as Blue Sky Estates, being first sworn by oath, according to law, do hereby make the following commitments regarding said subdivision.

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

2. That the water system and road system described in documents filed with the Planning and Zoning Commission will be constructed as so described. No lots shall be sold in any subdivision until domestic water has been developed and supplied to the lot or lots proposed to be sold in accordance with the means outlined above. Provided, however, that in the event that more than one contiguous lot is sold to the same purchaser and the purchaser does not desire to have water supplied to each lot, then the deed of conveyance shall contain the following proviso:

"Purchaser may not partition nor convey separately the several lots included in this conveyance unless and until domestic water is supplied to any lot proposed to be sold separately. Said water supply shall be in accordance with the means outlined for supply domestic water to the lots in this subdivision as submitted to obtain the Subdivision Permit for this subdivision."

The road system shall be completed within one year from the date the subdivision permit is granted.

3. That the cost of the water system and road system described in documents filed with the Planning and Zoning Commission shall be included in the sale price of any part

of the subdivision and not assessed or collected from purchasers in addition to such sale price unless said purchasers specifically agree to assume the burden of all or a part of said cost. Any such agreement shall be evidenced by a written contract recorded in the office of the Clerk which sets forth the specific details of the transfer of this responsibility for payments of costs and delineates the agreement of both parties to it.

4. Enforcement of these obligations upon the undersigned as outlined herein shall be for either compliance or damages or both.

5. These obligations shall accrue to my heirs, successors and assigns.

[Signature]
[Signature]
[Signature]

On this 23rd day of October, 1979, there appeared before me George L. Simonton, Stephen L. Simonton, and Vern Wagler, personally known to me to be the persons who executed the foregoing affidavit and after first being duly sworn by oath according to law, acknowledged that they executed same as their free act and deed.

WITNESS my hand and official seal.



[Signature]
Notary Public

My Commission Expires:

Jan 12, 1983

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Section of Wyoming }
County of Park }
This index was filed for recording
on the 26th day of October
1979 at 2:20 PM
Subscribed and sworn to before me
this 23rd day of October 1979
By [Signature]
No. 1848

George Simonton