

DECLARATION OF RESTRICTIONS, CONDITIONS, AND PROTECTIVE COVENANTS FOR BREWER SUBDIVISION

A subdivision located in Park County, Wyoming

KNOW ALL MEN BY THESE PRESENTS that Ross Brewer and Judy Brewer, husband and wife, hereafter referred to as "Developers", are the owners of the following described property in Park County, Wyoming, to-wit:

DESCRIPTION OF LANDS TO BE PLATTED

A tract of land located within Lot #73 and Lot #1, Section #13, Resurvey T. 49 N. R. 100 W., 6th P.M., Park County, Wyoming, and being more particularly described as follows: Beginning at the Southeast corner of said Lot #73 (2/73); Thence N 89d53m34s W for 329.53 feet to the center of the Winkel & Benbrooks Ditch; Thence on and along the center of the Winkel & Benbrooks Ditch as follows: N 08d24m00s W for 27.87 feet; N 1E d44m50s E for 90.11 feet; N 32d06m44s E for 41.01 feet; N 39d04m32s E for 46.46 feet; N 56d04m53s E for 72.29 feet; N 48d07m01s E for 26.70 feet; N 35d46m04s E for 22.23 feet; N 20d36m48s E for 27.66 feet; N 54d11m32s E for 21.26 feet to the South right-of-way of Park County Road #3KD; Thence S 72d07m18s W on and along said South right-of-way for 200.00 feet to the Southeast right-of-way of WY State Highway #120; Thence N 42d19m12s E on and along said Southeast right-of-way for 736.25 feet to right-of-way monument station 38 + 25.2; Thence N 50d42m54s East for 145.02 feet; Thence N 76d59m54s E for 150.02 feet; Thence N 71d08m54s E for 333.04 feet; Thence N 21d09m54s E for 264.03 feet; Thence N 23d58m53s E for 85.39 feet; Thence S 89d53m01s E for 154.81 feet; Thence S 00d09m21s W for 33.00 feet; Thence S 89d53m01s E for 295.02 feet; Thence S 32d37m33s W for 773.35 feet; Thence S 10d38m33s W for 524.30 feet; Thence S 42d58m33s W for 191.37 feet; Thence N 89d53m34s W for 680.79 feet to the POINT OF BEGINNING.

That they have divided said land into lots and streets, prepared a plat called BREWER SUBDIVISION, 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.

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

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shall be binding upon all parties, entities and 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 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 purchases of the land.

LAND USE

A) No lot or tract of land shall be subdivided in such manner that the area of the lot or land held in separate ownership from adjoining properties is less than one (1) acre

BUILDINGS

A) No building or dwelling shall be located on any residential lot nearer than forty (40) feet from the front lot line, and no nearer than fifteen (15) feet from the side or rear lot lines. For the purpose of this Covenant, leaves, steps, and open porches shall not be considered part of the building or structures, provided however, that they shall not be constructed to permit any portion of a building or structure to encroach upon another lot.

B) No outside buildings or livestock enclosures such as corrals shall be located nearer than five (5) feet from any lot line, and any such structure shall be of a type that will not be offensive or that may devalue the property within the subdivision.

FENCES

A) All fences shall be the responsibility of the individual lot owners. The subdivision owner shall have no obligation to participate in the construction or maintenance of fences.

SEWAGE DISPOSAL

A) Septic tanks with drain fields or ecologically equal or superior methods shall be used for sewage disposal. All sewage disposal shall be in accordance with applicable State and Federal regulations.

WEED CONTROLS

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

GARBAGE

A) 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 materials shall be the responsibility of each individual lot owner, as will the responsibility to remove any and all rubbish, trash, and garbage at reasonable times so it shall not become offensive to his neighbors.

LIVESTOCK

A) WHEREAS, BREWER SUBDIVISION, is a rural residential area, especially for the keeping and enjoyment of horses and/or ponies. Any other livestock may be raised only so long as the livestock does not create a sanitary nuisance or noise nuisance.

1. All fencing for livestock must be of a neat appearance, solid, and kept in a state of good repair at all times.

2. No stallions will be allowed to run loose in a pasture, paddock, or any area which is only surrounded with barbed wire 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.

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

3. All manure from said livestock must be taken care of so not to create any sanitary problems.

OFFENSIVE ACTIVITIES

A) 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.

ENFORCEMENT

A) 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

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 of twenty-five (25) years from the date these Covenants are recorded. After twenty-five (25) years from the date these Covenants are recorded 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 change said

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Covenants in whole or in part.

B) These Covenants can be amended prior to the time stated hereinabove by a written instrument duly recorded, signed by seventy-five (75) percent of the lot owners agreeing to change said Covenants in whole or in part.

IN WITNESS WHEREOF, we have hereunto set our hands this 20th day of May, 1988 A.D.

Ross Brewer  
Ross Brewer

Judy Brewer  
Judy Brewer

STATE OF WYOMING )  
COUNTY OF PARK )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY Ross Brewer and Judy Brewer this 20th day of May, 1988 A.D.

Witness my hand and official seal.

Linda Schall  
Notary Public  
State of Wyoming  
Park  
My Commission Expires Feb. 22, 1992

Linda Schall  
Notary Public

My commission expires: February 22, 1992

State of Wyoming  
County of Park  
This instrument was filed for record on the 25th day of July, 1988 at 3:25 P.M. and duly recorded in Book 158 records on page 372  
MADE FONTAINE, Register of Deeds  
Roscoe T. [Signature]  
248028