

DECLARATION OF RESTRICTIVE COVENANTS
FOR THE
BROWN MOUNTAIN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS that Ricky L. McNeil and Laurie McNeil, herein called developers, Southfork Route, Cody, Wyoming, being the present owners of the land and area platted as the Brown Mountain Subdivision, said land and area is described more particularly as follows:

That part of Tract 69-A that lies south and east of the thread of the Southfork of the Shoshone River in Tract 69, T. 51 N., R. 104 W., 6th P.M., Park County, Wyoming, according to the Government Resurvey; said part of Tract 69-A being described by metes and bounds as follows:

Beginning at the southeast corner of said Tract 69-A, said point also being Corner No. 3 of Tract 75 of said township and range; thence N. 89°53'35" W. along the south line of said Tract 69-A for a distance of 1308.65 feet more or less, to the thread of said river; thence along the thread of said river the following approximate courses and distances:

N. 31°56' E. for a distance of 873.9 feet; thence
N. 37°30' E. for a distance of 182.4 feet; thence
N. 48°28' E. for a distance of 269.8 feet; thence
N. 79°51' E. for a distance of 260.7 feet; thence
S. 72°41' E. for a distance of 193.2 feet; thence
S. 45°59' E. for a distance of 137.6 feet, more or less

to a point on the east line of said Tract 69-A; thence leaving the thread of said river S. 0°23'35" W. along the east line of said Tract 69-A for a distance of 960.59 feet, more or less to the point of beginning; said parcel containing 23.78 acres more or less.

have established the following restrictive covenants for the land.

WE HEREBY COVENANT, AGREE AND DECLARE that said lands are subject to these plans and restrictions, all of which shall be covenants running with the land, and shall bind and inure to the benefit of the developers and their heirs, devisees, successors, grantees, and assigns.

WE FURTHER COVENANT, AGREE AND DECLARE that all subsequent grants of said land or any part thereof shall be subject to these general plans and restrictions.

1. The land as herein described shall be used for residential or agricultural purposes.

2. No lot or any portion thereof, 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 storage or disposal of such material shall be kept in a clean and sanitary condition.

3. The development of this subdivision shall have no effect on any adjacent landowner's historic ability to receive his adjudicated water and maintain his ditches.

4. 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 park or leave standing on 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 other vehicles.

5. Livestock used for domestic purposes and pets (not used for breeding) may be kept upon any lot in the subdivision. The owners and occupants of the lots located within the subdivision shall be permitted to keep and maintain suitable barns, sheds, stalls or corrals, for any such animal kept for domestic purposes, but shall be kept and maintained so as not to be unsightly and not to cause noxious or offensive odors to the neighbors. Any pets kept on the premises shall be controlled and maintained so as not to be offensive or become a nuisance to the neighbors, and the number of livestock shall not be more than can normally be grazed on the property.

6. Invalidity of any one of these covenants or restrictions shall not affect any of the other covenants and restrictions which shall remain in full force and effect.

7. 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 25 years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by the majority of the owners on a per lot basis has been recorded, agreeing to change said covenants in whole or in part.

Recorded March 30, 1983 at 4:38 P M
MF Book 83 page 26 Park county, Wyo.
No 206697 Marie Fontaine, County Clerk

DATED: 11-11-82

Ricky L. McNeil
Ricky L. McNeil

Laurie Ann McNeil
Laurie Ann McNeil

STATE OF WYOMING)
) SS
County of Park)

The foregoing declaration of restrictive covenants was acknowledged before me by Ricky L. McNeil and Laurie Ann McNeil this 11th day of November, 19 82.

Witness my hand and official seal.

MARY C. ASAY
NOTARY PUBLIC
County of Park State of Wyoming
My Commission Expires 9-26-84

Mary C. Asay
Notary Public

My commission expires: Sept 26, 1984

Applicant's Affidavit

STATE OF WYOMING)
) SS
County of Park)

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

(1) Finding 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 or 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 provision:

"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 sold separately. Said water supply shall be in accordance with the means outlined for supplying 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 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 payment 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.

Recorded March 30, 1983 at 4:39 P M
MP Book 83 Page 28 Park county, Wyo.
No. 22666 Marie Fontaine, County Clerk

Ricky L. McNeil
Ricky L. McNeil

Laurie Ann McNeil
Laurie Ann McNeil

On this 3rd day of February, 1983, there appeared before me Ricky L. McNeil and Laurie Ann McNeil, personally known to me to be the persons who executed the foregoing affidavit and after first being sworn by oath according to law, acknowledged that they executed same as their free act and deed.

Witness my hand and official seal.

MARY C. ASBY
Notary Public
County of Park
My Commission Expires 9-26-84

Mary C. Asby
Notary Public

My commission expires:

DECLARATION OF RESTRICTIVE COVENANTS

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KNOW ALL MEN BY THESE PRESENTS that Ricky L. McNeil and Laurie Ann McNeil of 1597 Southfork Road, Cody, Wyoming 82414, being the present owners of the land and area described in Exhibit A annexed and by this reference made a part hereof and herein called developers, hereby establish the following restrictive covenants for the land.

We hereby covenant, agree and declare that all said land is subject to these plans and restrictions all of which shall be covenants running with the land and shall bind and inure to the benefit of the developers and their heirs, devisees, successors, grantees and assigns.

We further covenant, agree and declare that all subsequent grants of said land or any part hereof shall be subject to these general plans and restrictions.

PLANS AND RESTRICTIONS.

1. Any indication or identification of roads or lanes on lands described in Exhibit A is not a dedication of them to the public. All roads and lanes shall remain private for use only of developers and owners of land within the area and the guests and permittees of both. Maintenance and improvement of any of the roads and lanes shall be the sole responsibility of the owners of lots to which access is available over them. Developers shall have no responsibility for a such road or lane.

2. To prevent soil erosion and other damage, developers may require owners of building sites to install culverts of size and material approved by developers on any road or lane used for access to such site. If such road or trail provides access to more than one building site, developers may require several owners to share the cost of installation.

3. Except to the extent necessary during construction period, no building site shall be used as location for any temporary or permanent structure until there is installed for the use of such building site a sanitary sewage disposal system consisting of septic tank and disposal field and related facilities of

acceptable substitute facilities as approved by the State prior to construction. No outside privy or toilet shall be constructed or maintained on any of the lands.

4. Only new construction or alteration of existing construction already on the residential lots shall be permitted. Temporary housing permitted by seller only. Modular homes with a shingled, pitched roof with soffit and overhang and masonite or wood siding will be permitted. These must be well kept and neat and clean in appearance. A ten (10) year time limit for removal of all modular homes is allowed. If property is resold, all modulars will be removed before completion of sale.

5. All construction commenced shall be pursued with reasonable diligence and shall be completed in not less than 365 days and no uncompleted structure shall be used as a residence.

6. All garbage other than that which may be cleanly and efficiently disposed of through sanitary sewer systems should be hauled to the Park County garbage and trash dump or other publicly maintained and operated place for disposition of such items. Limited burning of trash will be allowed so long as it does not create a nuisance with the neighbors.

7. No person shall park or leave standing on the affected property 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 other vehicles.

8. The owners and occupants located on the property must maintain any premises on which pets or animals are kept so as not to be unsightly and not to cause noxious or offensive odors to the neighbors. All pets kept on the premises shall be controlled and maintained so as not to be offensive and become a nuisance to the neighbors. No dogs may run at large off of an owner's property.

ENFORCEABILITY.

1. The general plans and restrictions herein inure to the benefit of the parties and all their heirs, personal representatives, successors and assigns including purchasers of tracts within the land described in Exhibit A.

2. If any grantee or owner of any land within Exhibit A violates or attempts to violate any of these plans, covenants and restrictions it shall be lawful for developers or any other person owning any land in the areas described in Exhibit A to take appropriate proceedings against the person or persons violating or attempting to violate these plans, covenants and restrictions for the purpose of restraining and enjoining such violations and recovering any damages resulting therefrom.

3. Invalidation of any one of these covenants or restrictions shall not affect any of the other covenants and restrictions which will remain in full force and effect.

4. The covenants and restrictions herein contained, may be waived, abandoned or terminated in whole or in part from time to time, as to any one or more of the lots, by written consent of the then record owners of not less than two-thirds of the property owners.

5. 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 25 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 property owners on a one acre one vote basis has been recorded, agreeing to change said covenants in whole or in part.

EXECUTED this 18th day of February, 1992.

Ricky L. McNeil
Ricky L. McNeil

Laurie Ann McNeil
Laurie Ann McNeil

STATE OF WYOMING)
) SS.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me this
day of February, 1992, by Ricky L. McNeil and Laurie
Ann McNeil, husband and wife.

Witness my hand and official seal.

C. Edward Wolfe
Notary Public

My Commission Expires:

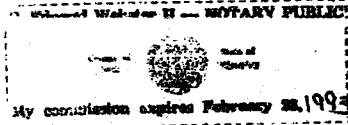


Exhibit A

T.51N., R104 W. of the 6th P.M. Resurvey

Tract 69R

Tract 69C

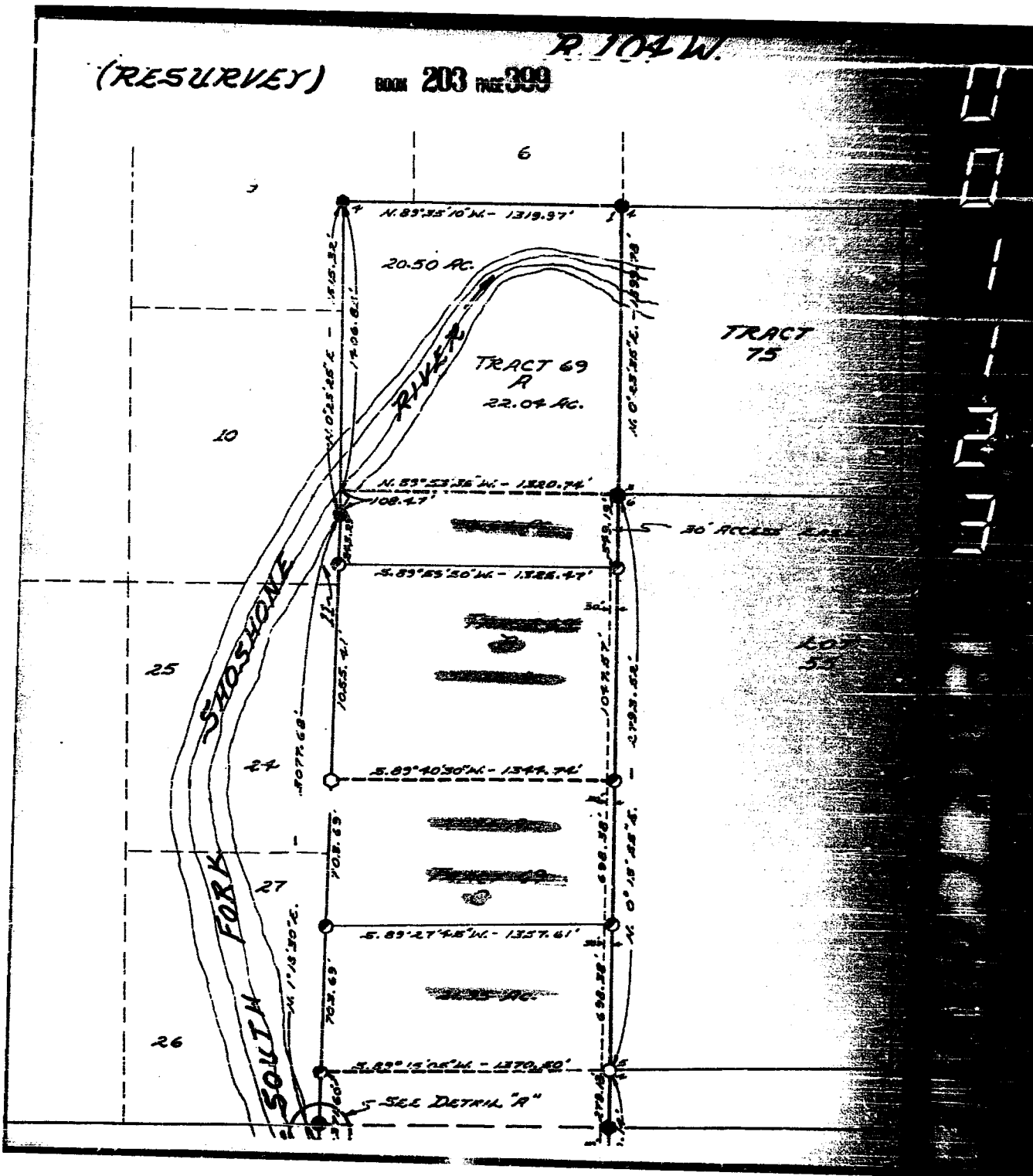
Lot 2 Brown Mountain Subdivision according
to the plat recorded in the office of the County
Clerk, Park County, Wyoming

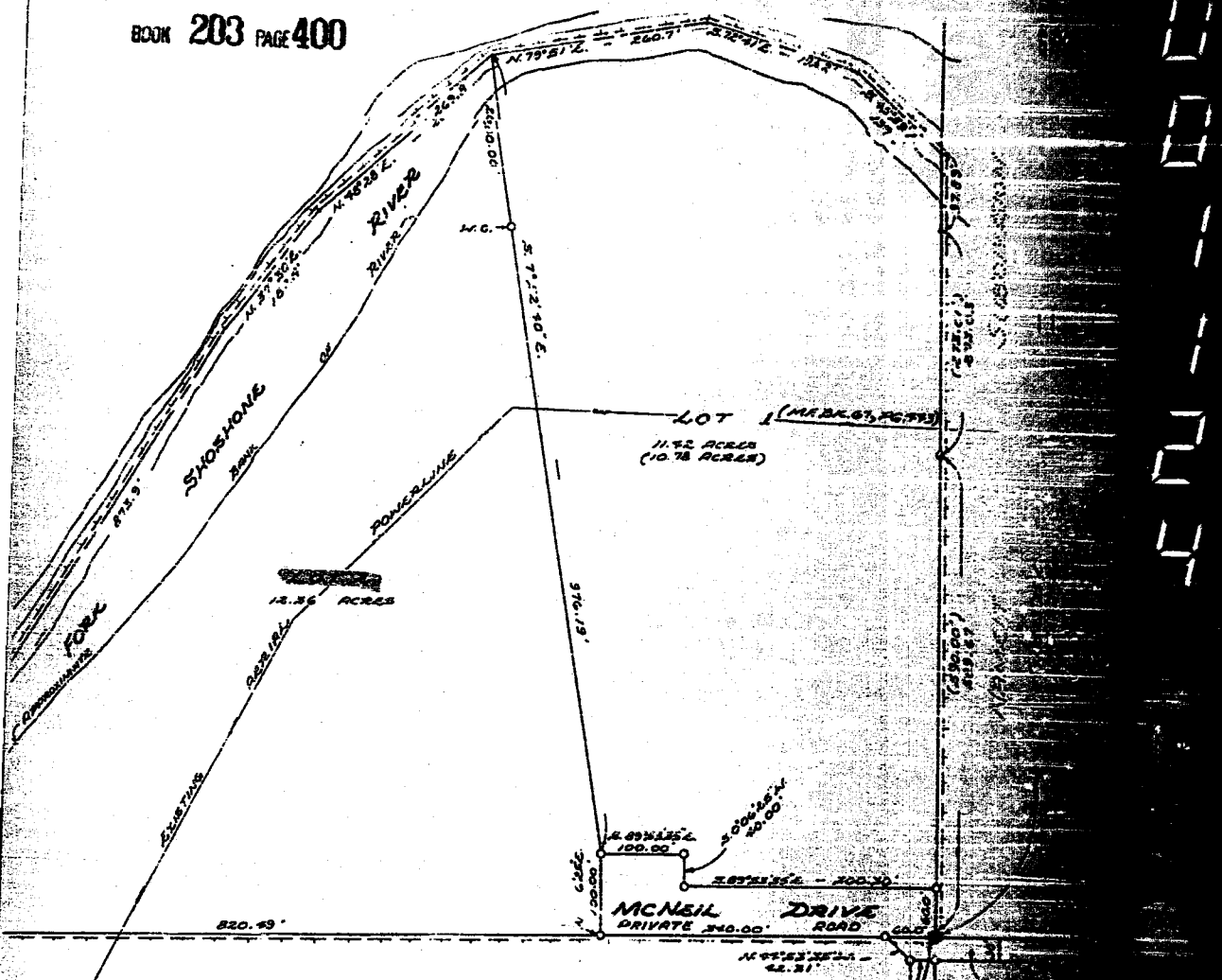
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(RESURVEY)

BOOK 203 PAGE 399

P. 104 W.





State of Wyoming } SS
 County of Park }
 This instrument was filed for record
 on this 19 day of February
 1992 at 3:30 o'clock P m. and
 duly recorded in Microfilm book 203
 records on page 394
 MARIE FONTAINE, Register of Deeds
 By Geraldine Nettles, Deputy
 No. 295263