

DECLARATION OF RESTRICTIONS, CONDITIONS AND
COVENANTS OF CANYON MEADOWS SUBDIVISION,
PARK COUNTY, WYOMING

This Declaration, made this 7th day of July, 1980, by Nielson Enterprises Inc., a corporation, hereinafter referred to as "Declarant," as owner of the following described property in Park County, Wyoming, to-wit:

Canyon Meadows Subdivision located in Park County, Wyoming, as set forth on that certain survey map or plat entitled:

Canyon Meadows Subdivision within Sections 31 and 32, T. 53 N., R. 101 W. of the 6th P.M., Park County, City of Cody, Wyoming, according to the Original Government Survey, and now being within Tracts 79, 90 and 91 of the same township and range according to the Government Resurvey;

said Plat having been recorded in the Office of the Recorder of Deeds of Park County, Wyoming.

WHEREAS, it is the desire and intention of the Declarant to sell the above described real property and to impose upon it mutual and beneficial restrictions, conditions, easements and covenants under a general plan or scheme of improvement for the benefit of all the said lands and the future owners of said lands,

NOW, THEREFORE, said Declarant hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the lands; and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the lands and every part thereof, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof.

I

DECLARANT

Whenever the term "Declarant" appears herein, it shall include the Declarant hereof, its successors or assigns.

II

DURATION OF RESTRICTIONS

All of the conditions, covenants, and reservations set forth in this Declaration of Restrictions shall continue and remain in force and effect at all times against said property and the owners thereof, subject to the right of change or modification provided for herein for a period of ten years or until 100% of the lots have been sold and residences have been built upon them, whichever first occurs.

III

MUTUALITY OF BENEFIT AND ENFORCEMENT

All of said restrictions, conditions, easements, covenants, provisions, agreements, liens and charges set forth herein are made for the mutual and reciprocal benefit of each and every lot shown on said map and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all other lots shown on said map; to create reciprocal rights between the respective owners of all the lots shown on said map; to create a privity of contract and estate between

the grantees of said lots, and their heirs, successors and assigns; and shall as to the owner of each lot in said subdivision, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in said subdivision and their respective owners.

IV

ARCHITECTURAL CONTROL COMMITTEE

All plans and specifications for any building, fence, or other structure to be erected or placed on any lot, and the proposed location thereof on such lot, together with the roof and exterior color scheme thereof, and any later changes or additions thereto, shall be subject to and shall require the approval, in writing, of the Architectural Control Committee (hereinafter referred to as the "ACC") before any such construction, remodeling, or other work is done.

The ACC shall approve or disapprove such plans within 30 days of receipt thereof.

The ACC shall have the right to disapprove any plans submitted to it if, in its sole discretion, the design or color scheme of the proposed building is not in harmony with the general surroundings.

All decisions of the ACC shall be final. Neither the Declarant, the ACC, nor any architect or agent thereof shall be responsible in any way for the defects in any plans or specifications submitted, revised, or approved in accordance with this provision.

The ACC shall be composed of three members who, from time to time, may be so appointed by the Declarants.

V

LAND USE

All lots of the subdivision shall be used as set forth herein and such designated usage can be changed only by the approval of the Architectural Control Committee as provided for herein and the city zoning can be changed by the City Council of the City of Cody, Wyoming.

Block 1, Lot 1, B Residential.
 Block 1, Lot 2, City Park.
 Block 1, Lots 3 through 18, A Residential.
 Block 2, Lots 1 and 2, B Residential.
 Block 3, Lots 1-2 and 33-34, B Residential.
 Block 3, Lots 3 through 32, A Residential.
 Block 4, Lot 1, City Park.
 Block 4, Lots 2 through 23, A Residential.
 Block 5, City Park.
 Block 6, Lots 1 through 14, A Residential.
 Block 7, Lots 1 through 14, A Residential.
 Block 8, Lots 1 through 12, A Residential.
 Block 9, Lots 1 through 14, A Residential.
 Block 10, Lots 1 through 40, B Residential.
 Block 11, Lots 1 through 24, B Residential.
 Block 12, Lots 1 through 18, A Residential.

VI

TEMPORARY STRUCTURES

No structures of a temporary nature, trailer, basement house, tent, shack, garage, barn or other outbuildings shall be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on said property at any time. No old or secondhand structures shall be moved onto any of said lots, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within said subdivisions, shall be new

①

DECLARATION OF RESTRICTIVE COVENANT

Nielson Enterprises Inc., fee owner of the following described real property located in the City of Cody, County of Park, State of Wyoming, more fully described as follows, to-wit:

Canyon Meadows Subdivision located in Park County, Wyoming, as set forth on that certain survey map or plat entitled:

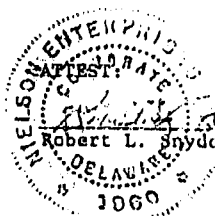
Canyon Meadows Subdivision within Sections 31 and 32, T. 53 N., R. 101 W. of the 6th P.M., Park County, City of Cody, Wyoming, according to the Original Government Survey, and now being within Tracts 79, 90 and 91 of the same township and range according to the Government Resurvey;

said Plat having been recorded in the Office of the Recorder of Deeds of Park County, Wyoming,

hereby makes the following declaration as to restrictions to which the lots or tracts constituting the above-described subdivision may be put, and hereby specifies that such declaration shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision, this declaration of restrictions being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design, to-wit:

- 1. No excavation or any drilling operation shall be permitted to occur within the boundaries of the above-described subdivision for the purposes of extracting minerals, gravel, sand, or any valuable natural resource provided, however, that the owner or owners of the mineral estate may develop said mineral estate through sub-surface activities based solely upon lands lying outside of the above-described subdivision.

DATED this 24 day of Feb., 1981.



STATE OF WYOMING)
) ss.
COUNTY OF PARK)

NIELSON ENTERPRISES INC.

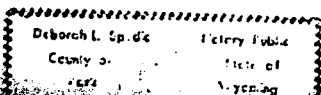
By: [Signature] Glenn W. Nielson, President

Mar. 3, 1981 3:00 P.M.
58 46 Park County, Wyo.
No. 193159 Mark Fontaine, County Clerk

The foregoing instrument was acknowledged before me by Glenn W. Nielson, President of Nielson Enterprises Inc. on this 24th day of February, 1981.

[Signature] Notary Public

My Commission Expires: 5/20/84



C O V E N A N T

THIS COVENANT made and entered into this ^{21st} day of *December*, 1981, by and between West Park Hospital District, a political subdivision, as owners of certain property listed in Exhibit A attached hereto, and Nielson Enterprises, Inc., a Delaware corporation, owners of Lots 15 through 23, Block 11, of the Canyon Meadows Subdivision of the City of Cody, Park County, Wyoming, WITNESSETH:

WHEREAS West Park Hospital entered into an agreement with Nielson Enterprises, Inc., whereby they would place a restrictive covenant on certain property which they own in exchange for an agreement with Nielson Enterprises, Inc.

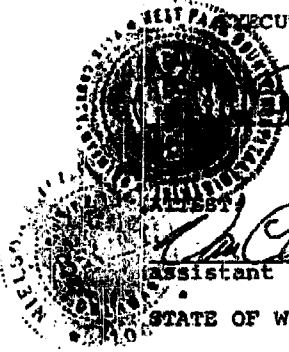
NOW THEREFORE FOR THE MUTUAL CONSIDERATIONS HEREIN APPEARING, it is agreed as follows:

1. For and in consideration of the sum of \$1.00 and other good and valuable consideration, Hospital does hereby covenant and agree that if they will extend or excavate the property described in Exhibit A so that the slope of the hill on the north side of their property will exceed the prescribed angle of slope as contained in the rules and regulations of the City Planning and Zoning Commission and Land Use Plan for the City of Cody, the Hospital will erect and maintain a retaining wall on their property. Said retaining wall will be used to adjust the slope of the hill so it complies with the standards of the Land Use Plan of the City of Cody.

2. This covenant shall be for the express benefit of Lots 15 through 23, Block 11 of the Canyon Meadows Subdivision of the City of Cody, Park County, Wyoming and shall burden the property listed in Exhibit A.

3. This covenant shall run with the land described herein and inure to the successors thereof.

EXECUTED the date first above written.



WEST PARK HOSPITAL DISTRICT

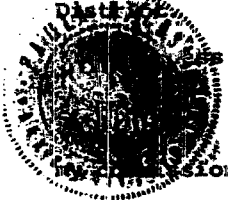
R. Carat by Stephen L. Simonton
president

NIELSON ENTERPRISES, INC.

Robert F. Snyder by Robert F. Snyder
assistant secretary vice president

STATE OF WYOMING)
County of Park) ss.

The foregoing instrument was subscribed and sworn to before me this Dec. 30, 1981, by Stephen L. Simonton as president of the board of trustees of West Park Hospital District.



Witness my hand and official seal.

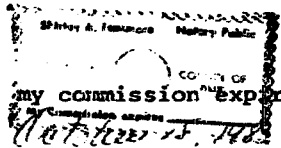
Paula R. Carat
notary public

my commission expires 10-29-82

STATE OF WYOMING)
County of Park) ss.

The foregoing instrument was subscribed and sworn to before me this December 30, 1981, by Robert F. Snyder as president of Nielson Enterprises, Inc.

Witness my hand and official seal.



Nancy A. Lawrence
notary public

PROPERTY DESCRIPTION

A parcel of land located in the SW 1/4 NW 1/4 of Tract 79, Resurvey, being the same subdivision of Sec. 32, Original Survey, T. 53 N., R. 101 W., 6th P.M., Park County, Wyoming, described by metes and bounds as follows:

that certain tract of land which lies between the north line of Lane Drive and the north line of Bleistein Avenue extended west in the City of Cody, Wyoming, the east boundary line which is located 250 feet westerly from and parallel to the centerline of Scott Street also known as 9th Street in the City of Cody and the west line of which is located 143.6 feet easterly from and on a line parallel to the west boundary line of said Sec. 32 and Tract 79.

and

that part of the SW 1/4 NW 1/4, Sec. 32, T. 53 N., R. 101 W., 6th P.M., Park County, Wyoming, commencing at a point 338.8 feet west of the west line of 9th Street and 6 feet north of the south line of Rumsey Avenue extended west; thence north 234 feet; thence west 138.8 feet to intersect the west boundary of SW 1/4 NW 1/4, Sec. 32, T. 53 N., R. 101 W.; thence south 234 feet and east 138.8 feet to the point of beginning; except a strip of land 50 feet wide to the City of Cody;

and

a parcel of land in the SW 1/4 NW 1/4 of Tract 79 Resurvey, being the same subdivision of Sec. 32, Original Survey, T. 53 N., R. 101 W., 6th P.M., Park County, Wyoming, described by metes and bounds as follows:

beginning at a point on the west side of the SW 1/4 NW 1/4 of said Tract 79 Resurvey being Sec. 32, Original Survey, which is located at a point 234 feet northerly from the south line of Rumsey Avenue extended west to intersect the western boundary line of said Tract 79, original Sec. 32, thence easterly on a line parallel with the south line of Rumsey Avenue extended west for a distance of 143.6 feet; thence northerly on a line parallel with the west boundary line of said SW 1/4 NW 1/4 of said Tract 79 for a distance of 260 feet; thence westerly on a line parallel with the south line of said Rumsey Avenue extended west to intersect the west boundary line of said SW 1/4 NW 1/4 of Tract 79 (Sec. 32); thence southerly following the west line of said last described tract to the point of beginning; subject to any reservations of record and existing easements and any rights of way over said property;

and

the west 90 feet of that part of the SW 1/4 NW 1/4 of Sec. 32, T. 53 N., R. 101 W., 6th P.M., Park County, Wyoming, described by metes and bounds as follows:

commencing at a point 200 feet west of the west line of 9th Street (formerly Scott Street) of the City of Cody, Wyoming and 6 feet north of the south line of Rumsey Avenue extended west in said city; thence north at right angles to the south line of said Rumsey Avenue 234 feet; thence west on a line parallel with the south line of said Rumsey Avenue extended west 138.8 feet; thence south on a line parallel with the west boundary of said SW 1/4 NW 1/4 of said Sec. 32, 234 feet; thence east on a line parallel with the south line of said Rumsey Avenue extended west 138.8 feet to the point of beginning.

Recorded Dec. 31, 1981 at 1:15 P.M.
 MF Book 67 Page 798 Park County, Wyo.
 No. 108533 Marie Fontaine, County Clerk