

DECLARATION OF
RESTRICTIONS, CONDITIONS, AND PROTECTIVE COVENANTS
FOR
CANYON OAK RANCHETTES
A Subdivision Located in Park County, Wyoming

KNOW ALL MEN BY THESE PRESENTS, that Tom Quick and Peggy Quick, hereafter referred to as "Developers" are the owners of the following described property situated in Park County, Wyoming, to-wit:

DESCRIPTION OF LANDS TO BE PLATTED

Beginning at the southeast corner of Lot #3, Block #1, Adam's #2 subdivision, resurvey township 53 North, Range 101 West, Sixth principal meridian, Park County, Wyoming;
Thence S 89° 45' 24" W. a distance of 1045.95 feet to a point;
Thence N 00° 09' 55" W. a distance of 878.05 feet to a point;
Thence N 89° 41' 43" E. a distance of 1047.02 feet to a point;
Thence S 00° 05' 43" E. a distance of 879.17 feet to the point of beginning.

That they have divided said land into lots and streets, prepared a plat called Canyon Oak Ranchettes, 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 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, appreciate the value of their property; to preserve, so far as practicable the natural beauty of the property; and in general to provide for development by a quality that will enhance the value of investments made by purchases of land.

LAND USE.

- a. All lots in the subdivision shall be residential lots and no commercial enterprise shall be allowed thereon.

BUILDING AND IMPROVEMENTS.

- a. No building, structure or improvements shall be erected, altered, placed or permitted to remain on any lot except for a one family dwelling, and accessory building, structures and improvements incident thereto, including garages. All construction shall be of new material and no buildings may be moved from another location to any lot.

- b. All construction commenced shall be pursued with reasonable diligence and the exterior shall be completed in less than three hundred sixty-five (365) days and no uncompleted structure shall be used as a residence.
- c. 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 twenty-five (25) feet from the side or rear lot lines. For the purpose of this covenant eaves, steps, and open porches shall not be considered part of the building or structure provided however, that they shall not be constructed to permit any portion of a building or structure to encroach upon another lot.
- d. No building, structure, or dwelling to be used for residential purposes shall be permitted on any lot unless the ground floor area of the main structure, exclusive of porches, patios, decks and garages, shall obtain the following minimum square footage to be measured and determined by the outside dimensions:

One or two story structure - 1,200 square feet on ground floor.

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 Canyon Oak Ranchettes 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.
- b. All plans and specifications for any building, swimming pool, fence, wall, or other structures whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the roofs and exterior color schemes thereof, any later changes or additions thereto after initial approval 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 addition work is begun.
- c. The Architectural Control Committee shall be composed of Tom and Peggy Quick. A majority of the committee may designate a representative to act for it. In the event of death or resignation of both members of the committee, the majority of lot owners may elect a new committee by a majority vote. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.
- d. 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 in accordance to such plans and specifications.

FENCES.

All fences must be neat and kept in good repair, and 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.

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.

SIGNS.

No signs of any kind or character shall be displayed to the public view on any lot except signs not exceeding a surface area of six (6) square feet advertising the premises for sale, or signs not exceeding a surface area of two (2) square feet identifying the owner of a residence situated on the lot. Any light used to illuminate signs, parking areas, or for any other purpose shall be so arranged not to be offensive or a nuisance to other lot owners.

WEED CONTROL.

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.

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.

WHEREAS, Canyon Oak Ranchettes is a rural residential area especially for the keeping and enjoyment of horses and/or ponies of which there may be no more than one (1) head per full acre (example: Lot #9 = 3.70 acres and therefore only three (3) horses are allowed). Said land owner must erect a suitable barn and corrals, which must be approved by the Architectural Control Committee. Any other livestock may be raised and kept by 4-H or FFA members or for the family's own food purposes only and only so long as the livestock does not create a sanitary nuisance or noise nuisance, and further provided that no swine shall be allowed on any premises, and all dogs must be confined to the owner's own property.

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

The stallion's pasture, paddock or area fence must not join, connect or be the same one as the fence separating two properties owned by different land owners.

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

IRRIGATION.

- a. Tom and Peggy Quick reserve the right to continue floor irrigation until such time that all lots have been sold.
- b. No flood irrigation shall be allowed and only irrigation by means of a sprinkling system shall be permitted on any lot that is sold by Tom and Peggy Quick to any subsequent lot owner and all subsequent lot owners thereafter.
- c. All land owners of a lot, by virtue of their ownership of a lot or lots of said subdivision, shall automatically become voting members with one (1) vote per lot of a water users association which shall be responsible for financing the maintenance and improvements for all irrigation ditches located within the subdivision.
- d. No change or other alteration of the location of any irrigation head or waste ditch, upon or within the subdivision shall be made without the prior consent of the water users association.
- e. No building, structure, fence or planting shall be erected, altered, placed or permitted to remain so as to damage or interfere with the installation, operation, cleaning or maintenance of any irrigation head or waste ditch upon or within the subdivision.

ROADWAY.

It is further covenanted that the grantor herein, namely the subdivider, shall cause to be constructed at his sole expense, roadways as designated on the subdivision plat and each land owner in said subdivision shall share prorata according to the quantity of property and, from time to time until such time as the County of Park shall assume the obligation of same, the cost of maintaining the said roadway.

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 park or leave standing on any lot or street abutting therein, any motor vehicle which shall not have a current registration or license plate, or which shall be in a state of disrepair or which is being used to supply substitute or junk parts for other vehicles. No boat, trailer, camper, house trailer, R.V. or similar vehicle and equipment shall be stored or parked upon any lot in the street adjoining any lot for a period in excess of fifty-eight (58) hours, except in a garage or in any area located more than forty (40) feet from the front lot line.

UTILITY EASEMENT.

All lots located within the subdivision are subject to all reasonable easements and rights-of-way for the installation and maintenance of utilities. Said easements and rights-of-way shall be determined by the Architectural Control Committee and whenever possible shall be located upon the platted streets, along the side of back lot lines.

Electricity, telephone or other wire or cable-transmitted utilities or other service for individual lots shall be underground.

ENFORCEMENT.

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.

TERM.

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 covenants in whole or in part.

These covenants can be amended prior to the time state 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 24TH day of JULY, 1981.


Tom Quick
Husband

Peggy Quick
Wife

STATE OF WYOMING)
) SS
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Tom Quick and Peggy Quick this 24TH day of JULY, 1981.

Witness my hand and official seal.

Virginia Wallace
Notary Public


My commission expires: 6-18-83

State of Wyoming)
County of Park) ss.
This instrument was filed for record
on the 19 day of AUGUST
1981 at 4:48 o'clock P m. and
duly recorded in Microfilm Book 63
records on page 796
By Marie Fortain Deputy
No. 196237
Paul Campbell

AMENDMENT TO
DECLARATION OF
RESTRICTIONS, CONDITIONS, AND PROTECTIVE COVENANTS
FOR
CANYON OAK RANCHETTS,
A Subdivision Located in Park County, Wyoming

This Declaration made by the undersigned, hereinafter referred to as DECLARANTS, as record owners of certain lots located in the Canyon Oak Ranchetts Subdivision, Park County, Wyoming, said subdivision more particularly described as follows, to-wit:

Lot plat for the Canyon Oak Ranchetts was recorded in Plat Book "E" on Page 159 in the County Clerk's office, Park County, Wyoming.

WHEREAS, the DECLARANTS are presently record owners of more than Seventy-five percent (75%) of the property as described in that section of the ORIGINAL COVENANTS dealing with Amendments, and

WHEREAS, the Declaration of Restrictions, Conditions, and Protective Covenants for Canyon Oak Ranchetts, Park County, Wyoming was filed on August 19, 1981, at the office of the Recorder of Deeds, Park County, Wyoming, being recorded in MF Book 63 at Page 796, hereinafter referred to as ORIGINAL COVENANTS, by reference made a part hereof, and

WHEREAS, it is the desire of the DECLARANTS to amend those ORIGINAL COVENANTS.

NOW, THEREFORE, said DECLARANTS hereby declare that the following Amendments shall be made to the ORIGINAL COVENANTS, to-wit:

1. BUILDING AND IMPROVEMENTS.

- c. 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 twenty-five (25) feet from the side or rear lot lines. For the purpose of this covenant eaves, steps, and open porches shall not be considered part of the building or structure provided however, that they shall not be constructed to permit any portion of a building or structure to encroach upon another lot. Provided, however, the West side lot line set back for Lot 3-B shall be seventeen (17) feet from said side lot line, so as to provide for the existing structure. All new structures must comply with the ORIGINAL COVENANTS.

BOOK 102 PAGE 291

IN WITNESS WHEREOF, the undersigned have set forth their hands and seals on this the 20th day of August, 1984.

James Bowyer
LOT NO. 3-A

Janice L. Bowyer
LOT NO. 3-A

Rud Safford
LOT NO. 4

George P. Safford
LOT NO. 4

Tom Quirk
Peggy Quirk
LOT NO. 1-2

S.P. Mealey
LOT NO. 3-B

STATE OF WYOMING)
County of Park) ss.

Wynne S. Mealey
LOT NO. 3-B

The above and foregoing instrument was acknowledged before me this 20th day of August, 1984 by James Bowyer and Janice L. Bowyer.

WITNESS my hand and official seal.



Phyllis H. Glendon
Notary Public

My commission expires: 11-26-87

STATE OF WYOMING)
County of Park) ss.

The above and foregoing instrument was acknowledged before me this 20th day of August, 1984 by Rud Safford and George P. Safford.

WITNESS my hand and official seal.



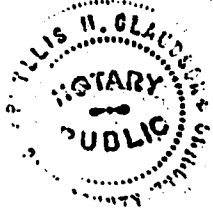
Phyllis H. Glendon
Notary Public

My commission expires: 11-26-87

STATE OF WYOMING)
) ss.
County of Park)

The above and foregoing instrument was acknowledged before me this 20th day of August, 1984 by Tom Quick and Peggy Quick.

WITNESS my hand and official seal.



Willis H. Clauson
Notary Public

My commission expires: 11-26-87

STATE OF WYOMING)
) ss.
County of Park)

The above and foregoing instrument was acknowledged before me this 21st day of August, 1984 by Stephen P. Menley, Mayme S. Menley.

WITNESS my hand and official seal.



Willis H. Clauson
Notary Public

My commission expires: 11-26-87

State of Wyoming) ss.
County of Park)
This instrument was filed for record on this 21 day of AUGUST 1984 at 4:33 o'clock P. m. and duly recorded in Microfilm Book 103 records on page 290
By Janet A. Greenfield Register of Deeds
No. 217078

State of Wisconsin
County of Park
This instrument was filed for record
on the 15 day of August
1991 at 1:25
and
daily recorded fees of \$6
were paid
1991

Applicant's Affidavit

STATE OF WISCONSIN
County of Park

The undersigned being applicant for a subdivision permit for the subdivision identified as Canyon Oak Ranchettes, 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 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 be sold separately. This 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 a part of said cost. Any such agreement shall be evidenced by a written instrument recorded in the office of the Clerk which sets forth the specific details of the transfer of this responsibility for payment of such 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)
Weggy Quick
Tom Quick

On this 15th day of August 1991, these applicants before me Tom and Weggy Quick, personally known to me to be the persons who executed the foregoing affidavit and after first being sworn by me according to law, acknowledged that they executed same as their free and voluntary act.

Witness my hand and official seal.

Deane
Notary Public
State of Wisconsin

By commission expires: