

DECLARATION OF PROTECTIVE COVENANTS
CEDAR COURT SUBDIVISION

STATE OF WYOMING
COUNTY OF PARK

Glenn E. Nielson, being of lawful age and first sworn on oath according to law, deposes and says:

THAT he is the owner of that certain real property located in Park County, Wyoming, and more particularly described as Lots 15, 16, 17, 18, 19, 20, 21, and Tracts A and B of the Cedar Court Subdivision.

THAT he has caused a plat of said lands to be prepared, dividing the property into building lots and streets, and designating the same as Cedar Court Subdivision, and has caused said plat to be recorded in the Office of the County Clerk of Park County, Wyoming, in Book F at Page 32.

GENERAL PROVISIONS: WHEREAS, in order to insure the use and development of said property for exclusive residential purposes only, to prevent the impairment of the attractiveness of said property for such purposes, and to maintain property values therein, the undersigned desires and hereby does make and impose upon said real property the restrictions and limitations hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises, the undersigned does hereby and by these presents make, publish, declare, and impose upon all of the real property situated and included within the aforementioned Cedar Court Subdivision to the City of Cody, Park County, State of Wyoming, the following restrictions and limitations governing the use and development of all lots within the Addition, and does hereby specify and declare said restrictions and limitations shall be constitute covenants running with all of the land in the Addition and shall be binding upon the undersigned and all persons claiming under it, and shall be for the benefit of, as well as limiting and restricting, all future owners of lots within the Addition, to wit:

RESIDENTIAL: All lots in the Addition shall be used exclusively for residential purposes and shall not be divided; no building or structure shall be erected, placed, or be permitted to remain on any lot therein other than one, private, single-family dwelling, specifically designed for the use and occupancy of one family, together with an attached or detached garage. No manufacturing, commercial business or other enterprise, whether or not conducted for profit, shall be operated, maintained, or conducted on any lot in the Addition or in any structure erected or placed therein, nor shall any structure therein or any part

thereof, be used as boarding or rooming house, nor shall any extractive operation for mineral or oil and gas development of any kind be conducted or permitted in the Addition, nor shall any signs, billboards or advertising devices (except suitable signs used to facilitate the sale thereof) be erected, placed or be permitted to remain on any lot within said Addition.

TEMPORARY STRUCTURES: No trailer, camper, basement, garage, outbuilding, or any other structure of a temporary or mobil nature, shall be used in the Additions as a place of residence or habitation, either temporarily or permanently, and, except as the same may be customarily employed by contractors for and during the construction of improvements thereon, no house trailer, camper-trailer, tent, or outbuilding or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot in the Addition except that a camper-trailer, mobile home, or boat or snowmobile trailer may be stored for a temporary time on the rear portion of any lot, provided that the same do not exceed twenty-four (24) feet in length.

CONTROL: There is hereby established an architectural control committee consisting of three members, and the following persons are hereby named and designated as members of the first such committee: Darvon Dietz, Glenn E. Nielson, and Edward W. Johnson. A majority of such committee can designate a representative to act for it and in the event of death or resignation of any member, the remaining members shall have full authority to appoint a successor. At any time, the then record owner of a majority of the lots shall have the power through a recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. No member of such committee shall be entitled to any compensation for services performed pursuant to this covenant. This Architectural Control Committee may amend these restrictions upon obtaining approval, in writing, of a majority of the lot owners. Said amendments will, as soon as possible, be recorded with the Clerk of Park County.

ENFORCEMENT: If any person shall violate or attempt to violate any of the provisions of these protective restrictions and covenants then any other person or person owning real property in the said tract, shall have full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the provisions hereof, either to prevent him or them from so doing and/or to recover damages sustained by reason of such violation.

RESIDENTIAL COVENANTS: With respect to the improvements to be erected and situate in the Addition, the following, together with all other provisions hereof, shall govern:

1. No building shall be erected, placed, or altered on the exterior on any lot until the construction plans and specifications and plans showing the location of the structure have been submitted to and approved in writing by the Architectural Control Committee as to materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to have been fully complied with.

2. There shall be no fence, wall, or hedge planted to extend beyond the minimum building setback line established herein, and there shall be no front yard fence, walls, or hedges.

3. The ground floor area of the main structure shall not be less than 1,300 square feet for a one-story dwelling nor less than 1,000 square feet for a two-story, split-level or bi-level dwelling. Total living area in other than a one story dwelling shall be not less than 1,800 square feet. (The floor area of residences to be constructed in the Addition shall be exclusive of one-story open porches and garages.)

4. No structures shall be erected, altered, placed or permitted to remain in the Addition other than a one detached single-family residence not to exceed two stories in height, split-level, and two stories on a tri-level house, and a detached or attached private garage for not more than three cars.

5. No structure shall be located on any lot in the Addition nearer than 25 feet to the front lot line. No structure shall be located nearer than 5 feet to an interior lot line. For the purposes hereof, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. All construction shall be new, and no used building shall be moved from outside said Addition and placed on any lot therein.

6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot in the Addition except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

7. No vehicle of a size larger than the now standard American manufactured motor car or pickup truck, and no vehicle the primary use or design of which is for the transportation of passengers for hire, and no vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers, house trailers, buses, boats and boat trailers, snowmobiles and snowmobile trailers, tractors, and trailers shall be parked on the streets or any of the front portions, driveways or other ways of access to the Addition of any lot or lots for a continuous period of more than 72 hours. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative.

8. No noxious or offensive activity, commercial or otherwise, shall be conducted in the Addition, nor shall anything be done which may be or become an annoyance or nuisance to those owning property in the Addition.

CONSTRUCTION TIME: The construction of improvements in the Addition shall be completed not later than one year from and after the date upon which such construction was commenced; all lots in the Addition shall be landscaped and planted with grass and trees or shrubbery of appropriate character and type within one year from and after construction of improvements on any such lot has commenced.

GARBAGE AND REFUSE DISPOSAL: No lot 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Under any circumstances any type of garbage container may not be left exposed on the front of a lot for a period of time in excess of 24 hours.

TERM: The covenants herein contained shall be and remain in full force and effect for a period of twenty (20) years from and after the date hereof, and shall remain in force and effect thereafter for successive ten (10) year periods unless by agreement of the majority of the ten owners of lots or tracts in said Addition, the terms and provisions hereof are changed, modified or abrogated in whole or in part at the end of the first twenty-year period or at the end of any succeeding ten-year period.

INVALID: In the event any one or more of the covenants herein contained is rendered invalid or unenforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall nonetheless remain in full force

and effect for and during the full term hereof.

SUCCESSORS: The covenants herein contained shall be binding upon the undersigned and upon all its successors and assigns, as to any and all of the lots in the Addition contained, and are imposed upon the Addition as an obligation and charge against all the lands and lots therein situate, for the benefit of the undersigned, its successors and assigns, and as a general plan for the benefit of the Addition and those persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part thereof.

MAIL BOX: A standard mail box, approved by the Architectural Control Committee, will be required to be placed at the front of each lot.

IN WITNESS WHEREOF, Glenn E. Nielson has executed this instrument at Cody, Wyoming, on the 24th day of February, 1988.

Glenn E. Nielson

Glenn E. Nielson

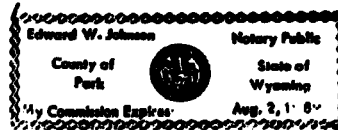
STATE OF WYOMING)
) SS.
COUNTY OF PARK)

Subscribed and sworn to before me this 24th day of February, 1988.

Edward W. Johnson

Notary Public

My Commission expires: 8-2-89



State of Wyoming }
County of Park } ss.
This instrument was filed for record
on the 3 day of March
1988 at 3:15 o'clock P m. and
duly recorded in Book 152
records on page 896
5 **MARIE FONTARRE, Register of Deeds**
By *Marie Fontarre*, Deputy
No. 242190

Glenn Nielson
Box 730 Cody, WY