

**DECLARATION OF MAINTENANCE AND COVENANT FOR THE CEDAR MOUNTAIN
SUBDIVISION, FOR THE CITY OF CODY, WYOMING**

This Declaration is made this 23 day of June, 2016, by the Jerry Thiel & Sons Construction, Inc., authorizing the same, and affecting all of the following described real property in the City of Cody, Park County, Wyoming.

Lots 1 through 16 in Cedar Mountain Subdivision, City of Cody, Park County, Wyoming

WHEREAS, the undersigned entity wishes to establish restrictions, conditions, and protective covenants for said real property described above, located in the City of Cody, Park County, Wyoming.

NOW THEREFORE, the undersigned does hereby make, publish, declare and impose upon all the above-described property, the following covenant governing the use of said property. Said covenant, shall be and constitute a covenant running with the land and each portion thereof, and shall be binding upon the undersigned, their heirs, successors, grantees, and assigns.

NOW THEREFORE, the covenants for the above described real property are hereby established in their entirety to read as follows:

Covenant #1: The property identified as Tract B shall and may be used by the owners of the respective lots for purpose of ingress and egress by foot traffic only. Tract B shall not be utilized for recreational purposes including skiing, sledding, cycling, biking, hiking, or any other recreational purposes whatsoever. The property is designated as open space and storm water purposes and any use of the property that is inconsistent with such use is strictly prohibited.

Covenant #2: All costs of operation and maintenance of the storm water system (storm water system consists of two infiltration basins adjacent to alleys; one in the northwest corner of the subdivision and one in the northeast corner of the subdivision) shall be borne equally for each Lot owner through the collection of dues and special assessments. The assessment shall be a lien on the lots owned by the Property Owner within the Cedar Mountain Subdivision, and may be foreclosed upon for nonpayment. Liability insurance shall be purchased for Tract B in the amount of \$1,000,000.00. The special assessments shall be collected annually, by the person designated by the creator of these Covenants and in subsequent years, by a person so selected by such designee. The amount of the special assessment for liability insurance, storm water maintenance and weed control shall be \$75.00 per year, per Lot owner or the actual cost incurred for such insurance, maintenance and weed control, whichever is greater.

Covenant #3: The existing fence, along Lots 1-9 shall be maintained by the owners of such Lot, as it exists adjacent to their respective Lot.

Enforcement of the above covenants shall be by restraining order and/or damages. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

ENFORCEMENT PROVISIONS

BINDING EFFECT OF DECLARATION. Each purchaser and grantee of any portion of the above described real property which are subject to the above covenants, reservations and restrictions, by acceptance of a deed conveying title thereto do accept each and all of the provisions, restrictions, conditions, covenants, agreements, liens, charges, associations and similar limitations herein contained and by such acceptance shall for themselves, their heirs, personal representatives, successors, and assigns, covenant, consent and agree to and with the undersigned owner and to and with the grantees and subsequent owners of each of said parcels within the above described real property to keep, observe and comply with and perform said provisions, restrictions, conditions, easements, covenants, association, agreements, liens and charges.

TERM. All the provisions, conditions, covenants, restrictions, and agreements shall continue and remain in full force and effect at all times against all said parcels and the owners and occupants thereof, subject to the right of change or modification provided hereinabove and shall remain in effect for a period of twenty-five (25) years from and after the date hereof and shall remain in full force and effect thereafter for successive ten (10) year periods unless, by a written duly recorded agreement executed by the then owners of 90% of the property within the above described real property, the terms and provisions are changed, modified, annulled, abrogated, in whole or in part.

INVALIDATION. In the event any one or more of these covenants herein contained is rendered invalid or unenforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall, none-the-less, remain in full force and effect for and during the full term hereof.

ENFORCEMENT/ATTORNEY FEES AND COSTS. Any owner of any portion of the above-described real property may enforce compliance with the provisions hereof by commencing an action for injunction, for remedial measures, and/or damages or for all such remedies or any other legal or equitable remedies authorized under the laws of the State of Wyoming against any owner or occupant of any owner who violates any of the covenants herein contained or any rules, or regulations. The owner of any portion of the above-described real property who violates or breaches any covenant herein or the rules or regulations herein established, shall pay all costs including reasonable attorney's fees, incurred by any person or persons who shall commence the legal proceeding to enforce any of the provisions hereof or any of the rules or regulations herein named.



IN WITNESS WHEREOF, this Declaration of Restrictions, Conditions, and Protective Covenants has been executed this 23 day of June, 2016, and was authorized by Thiel & Sons Construction, Inc., on June 19, 2016.




By: Jerry Thiel
President/Owner of Jerry Thiel & Sons Construction, Inc.

STATE OF WYOMING)
)ss.
COUNTY OF PARK)

The above and foregoing instrument was acknowledged before me this 23 day of June, 2016, by Jerry Thiel, President/Owner of Jerry Thiel & Sons Construction, Inc..

Witness my hand and official seal.



Notary Public

My commission expires:

6/17/17

