

AFFIDAVIT

DECLARATION OF PROTECTIVE COVENANTS

STATE OF WYOMING )  
 ) ss.  
COUNTY OF PARK )

Rodney D. Christensen, being of lawful age and first  
duly sworn according to law, depose and state:

That he is the owner of these certain lots and parcels  
of land more particularly described as follows:

T. 54 N., R. 100 W., 6th P.M., Park County, Wyoming:  
Lot 50: 50T and 50Y;

Except that part described as the East 330 feet of N1/2  
S1/2 of Lot 50-T and the East 330 feet of S1/2 N1/2 of  
Lot 50-T;

And except that part described as the S1/2 S1/2 of Lot  
50-Y, Resurvey.

The affiant herein intend to convey said Lots as owned  
by him and as set forth above to various purchasers by  
deeds, subject to the restrictive covenants on the part of  
the purchaser as hereinafter set forth, to the end that the  
restrictions therein imposed shall inure to the benefit of  
each and all of the purchasers of said Lots, and their re-  
spective heirs and assigns; that the invalidation of any of  
these covenants by judgment or otherwise shall in no way  
effect any of the other provisions which shall remain in  
full force and effect;

That these covenants shall be and remain covenants  
running with the land and shall be effective with respect to  
the real property above described from the date of recording  
this affidavit in the office of the County Clerk of Park,  
County, Wyoming.

COVENANT 1. All lots above described without exception  
shall be known and described as rural residential lots.

COVENANT 2. No building shall be erected, placed or  
altered on any lot nearer than forty feet from front, ten  
feet from side and twenty feet from the rear of its boundary

lines unless said boundary line is between two lots owned by the same person or persons. For the purposes of the Covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

COVENANT 3. No lot shall be further subdivided, nor shall any change of land use accomplished without the proper approval of the County of Park pursuant to Land Use Regulations then in existence.

COVENANT 4. Any livestock or agricultural use is permitted except feed lots which are expressly prohibited, so long as the livestock does not create a sanitary nuisance or noise nuisance, 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) All manure from said livestock must be taken care of so not to create any sanitary problems.

COVENANT 5. 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

COVENANT 6. No owner shall allow or permit any noxious weeds to grow or ripen upon any lot.

COVENANT 7. All lot owners are required to be a member of the Christensen Subdivision Water Association. Said Association shall be organized and the business thereof conducted pursuant to the by-laws of said Association currently filed with the manager of said Association.

COVENANT 8. 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



The undersigned being applicant for a subdivision permit for the subdivision identified as CHRISTENSEN SUBDIVISION WATER ASSOCIATION, 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 affected.

(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 proviso:

"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. 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.

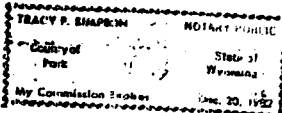
*[Signature]*  
\_\_\_\_\_

On this 16th day of July, 1981, there appeared before me Robert A. Christensen 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.

*[Signature]*  
Notary Public

My Commission expires 12/30/82



Recorded Sept. 2, 1981 1:35 P  
MF Book 64 Page 169  
No. 196467 *[Stamp]*