

DECLARATION OF RESTRICTIONS
CONDITIONS AND PROTECTIVE COVENANTS
FOR
CONIFER LANE SUBDIVISION

A Subdivision located in Cody, Park County, Wyoming.

KNOW ALL MEN BY THESE PRESENTS: That J. CEDRIC JONES, referred to as "developer" is the owner of the following described property situate in Park County, Wyoming, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

That he has divided said land into lots and streets, prepared a plat 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, to protect the owners against improper uses of surrounding sites that might depreciate 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 quality that will enhance the value of investments made by purchasers of the land.

1. LAND USE

a. All lots in the subdivision shall be known and described as residential lots and no commercial enterprise shall be allowed thereon. Be that as it may, no commercial or professional signs will be allowed in the subdivision.

b. No parking of cars and other vehicles such as trailers or self-propelled motor homes shall be allowed on designated streets for longer than two consecutive days.

c. Satellite and dish television antennas will not be allowed without the prior written consent of the other property owners of the subdivision.

d. The Architectural Control Committee as set forth herein may modify, change and alter the restrictions and covenants contained herein by obtaining the prior written consent of the owners owning a majority of the land in the subdivision. Such written consent shall be recorded along with these documents in the office of the County Clerk and Recorder.

- e. No firearms may be discharged within the subdivision.
- f. No lot within the subdivision may be redivided.

2. ARCHITECTURAL CONTROL COMMITTEE.

a. For the purpose of preserving the natural beauty and enhancing the property values and to insure the development of the lands within Conifer Lane Subdivision as an area of high standards, the developer reserves 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, as well as to make exceptions to or waivers of any of these restrictions, conditions and covenants as the Architectural Control Committee shall deem appropriate.

b. Neither the undersigned developer 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.

c. The Architectural Control Committee shall be composed of three individuals who are owners of property in Conifer Lane Subdivision. The initial membership of the Architectural Control Committee shall be J. Cedric Jones and Mildred L. Jones and the remaining member shall be one lot owner within the subdivision who shall be elected by a majority of the lot owners on a one lot one vote basis. After fifty (50) percent of the lots located in Conifer Lane Subdivision have been sold, all three members of the Architectural Control Committee shall be elected by a majority of the lot owners in a one lot one vote basis. Their terms shall commence as of time of election and continue for one year until replaced.

d. A majority of the Architectural Control Committee can designate one of its members to act as a representative for the committee and to take all actions on behalf of the Committee.

e. In the event of death or the resignation of any member of the Architectural Control Committee the remaining members shall have the sole authority to appoint a successor, subject to timely confirmation by a majority of lot owners on a one lot one vote basis.

3. BUILDING TYPE.

a. All construction shall have approval of the Architectural Control Committee. No mobile homes which have been converted to permanent structures or prefabricated modular units will be permitted in the subdivision.

b. All construction commenced shall be pursued with reasonable diligence and the exterior shall be completed

in less than three hundred sixty-five days (365) and no uncompleted structure shall be used as a residence.

c. 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 contain not less than a minimum square footage of 1,600 square feet on one floor to be measured and determined by the outside dimensions. Except for Lots 15 and 16 as provided in subsection d. below a house may have only one floor above ground level. Such ground floor may be no more than eight inches above the ground level. Basements are allowed and if a home is constructed on a hillside, the basement may be built so as to make the house appear to be two stories, but with only one story extending above ground level. Pitch of roofs shall be no more than 7 inches in 12 inches and the roofs may be the site of solar heating or air conditioning appliances. Any solar heating or air conditioning appliances shall not extend above the roof ridge.

d. Two story structures for residential purposes shall be permitted on Lots 15 and 16 of this subdivision so long as the other provisions of paragraph c. are met consistent herewith.

e. No livestock outbuildings for livestock enclosures such as corrals shall be located on any lot within the Conifer Lane Subdivision, however with regard to Lots 7, 8, 12, 13 and 14, livestock enclosures and corrals may be located at an elevation of 4,985 feet or less on said Lots. No such corral or livestock enclosure shall be located nearer than 6 feet from any property line and any such structure shall be of a type which will not be offensive or that may devalue the property within the subdivision.

f. The structures within the subdivision shall be mainly of natural materials which shall not include manufactured natural materials. No all metal buildings will be allowed and construction shall be comprised of stick built homes.

4. UTILITY EASEMENTS.

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 placed underground and located upon the platted streets, along the side or back lot lines.

5. LANDSCAPING.

a. In as much as the property was formerly used as a tree farm, existing mature landscape materials on all lots shall be properly cared for and maintained to the extent possible. Addition of new landscape material, shall be well-planned, using compatible plant species well-suited to Wyoming habitat.

b. Plant material at the westerly edge of Lots 3, 4 and 7 encompassing the windbreak shall be properly cared for and maintained to the extent possible. Plant material which requires cutting and removal shall be replaced with nursery-grown stock or not less than 4' in height for evergreens or 2½" caliper for deciduous varieties.

6. OFFENSIVE ACTIVITIES

No noxious or offensive activities shall be carried on or 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 thereon, any motor vehicle which shall not have a current registration or license plate, or which shall be in a state of disrepair or being used to supply substitute or junk parts for other vehicles. No vehicles which shall be for sale shall be held on any lot.

7. LIVESTOCK AND PETS.

No livestock except horses on the designated lots may be kept. Pets may be kept upon any lot within the subdivision. The owners and occupants located within the subdivision must maintain any premises on which pets or horses are kept so as not to be unsightly and not to cause noxious or offensive odors to the neighbors. All pets kept on the premises shall be controlled and maintained so as not to be offensive and become a nuisance to the neighbors. No pets may run at large. The number of horses which may be kept on any of the designated lots set forth under paragraph 3d shall be no more than four.

8. 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 in any lot except in sanitary containers. Such containers shall be kept out of view except on garbage pickup day. All equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition, which shall be the responsibility of each individual lot owner to remove any and all rubbish, trash, and garbage at reasonable times so it shall not become offensive to his neighbors.

9. DURATION AND AMENDMENT.

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 ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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 stated hereinabove by a written instrument duly recorded, signed by said covenants in whole or in part.

10. RESUBDIVISION.

None of the lots within the Conifer Subdivision may be subdivided with the exception of Lot 7 which may be subdivided so long as it is owned by the present owner or his heirs.

11. 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, nonetheless, remain in full force and effect for and during the full term hereof.

This Declaration of Restrictions, Conditions and Protective Covenants for Conifer Lane Subdivision consists of 5 pages.

IN WITNESS WHEREOF, the maker hereof have hereunto set their hands and seals on the date indicated herein.

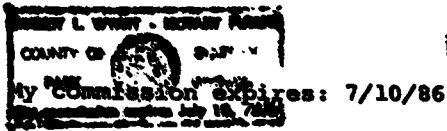
DATED this 4th day of December, 1984.

J. Cedric Jones
J. Cedric Jones, Owner

STATE OF WYOMING)
) ss
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by J. Cedric Jones, as owner of property in Conifer Lane Subdivision this 4th day of December, 1984.

WITNESS my hand and official seal.



Nancy B. Elliott
Notary Public

EXHIBIT "A"

CONIFER LANE SUBDIVISION

Property Description

A Subdivision of Lot 5 and Part of Lot 6 of the Brown Addition to the Town of Cody, Wyoming, located in Section 31 (Original Survey) Tracts 82-F, 82-G, 82-J and 82-K (Resurvey) T. 52 N., R. 102 W. and T. 53 N., R. 102 W., 6th P.M., Park County, Wyoming, described as follows:

The North one-half of that part of Riverside Avenue lying between the west line of Allen Street and the southerly projection of the west line of Lot 5 of said Brown Addition;

All of Lot 5; and

All of Lot 6, EXCEPT a tract described by metes and bounds as follows:

Beginning at the SW corner of Lot 6, Brown Subdivision; thence North 50.0 feet; thence 500.0 feet; thence N. 22°41' E. for 441 feet to a point on the easterly line of said Lot 6; thence S. 35°46' E. for 475 feet; thence S. 40°03' E. for 92.4 feet to the SE corner of Lot 6; thence West 1005.1 feet to the point of beginning;

All as shown by the plat of the Brown Subdivision recorded in Plat Book 1, at page 86 of the records of Park County, Wyoming.

State of Wyoming) ss.
County of Park)
This instrument was filed for record on the 4th day of December 1984 at 11:44 a.m. and duly recorded in Minors Book 107 record on page 622.
JAMES P. STANLEY, Register of Deeds
of Park County
No. 219112

CONSENT AND AMENDMENT TO DECLARATION OF RESTRICTIONS
CONDITIONS AND PROTECTIVE COVENANTS FOR
CONIFER LANE SUBDIVISION

The undersigned, being all of the owners of the various property lots within the Conifer Lane Subdivision, as a subdivision of Lot 5 and part of Lot 6 of the Brown Addition to the Town of Cody, Wyoming, located in Section 31, T. 52 N., R. 102 W., and T. 53 N., R. 102 W., of the 6th P.M., Park County, Wyoming, do hereby consent and amend the provisions of the declaration of restrictions, conditions and protective covenants for Conifer Lane Subdivision as recorded in the office of the County Clerk in Book MF 107 at Page 622 on December 4, 1984 as follows:

Paragraph 10 of said declaration of restrictions, conditions and protective covenants for Conifer Lane Subdivision is amended as follows:

10. RESUBDIVISION.

None of the lots within the Conifer Subdivision may be subdivided with the exception of Lot 7 which may be subdivided so long as it is owned by the present owner or his heirs, and Lot 6 of the Conifer Lane Subdivision.

All other terms and conditions of the declaration of restrictions, conditions and protective covenants for Conifer Lane Subdivision are approved and confirmed except as herein specifically amended.

DATED this May 20, 1986.

J. Cedric Jones
J. Cedric Jones, Owner

Michael J. Sperry
Michael J. Sperry

Pamela K. Sperry
Pamela K. Sperry

Richard R. Gard
Richard R. Gard

Mildred J. Gard
Mildred J. Gard

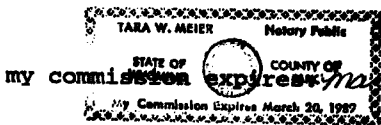
Ryan Christie D.D.S.
Ryan Christie, D.D.S.

Rita Early Christie
Rita Early Christie

STATE OF WYOMING)
) SS.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by J. Cedric Jones, as owner of property in Conifer Lane Subdivision this 20th day of May, 1986.

Witness my hand and official seal.



Tara W. Meier
notary public

STATE OF WYOMING)
) SS.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Michael J. Sperry and Pamela K. Sperry, husband and wife, as owners of property in Conifer Lane Subdivision this 20th day of May, 1986.

Witness my hand and official seal.



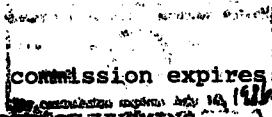
Nancy L. Wyatt
notary public

my commission expires: 7/10/86

STATE OF WYOMING)
) SS.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Ryan Christie, D.D.S. and Rita Early Christie, husband and wife, as owners of property in Conifer Lane Subdivision this 20th day of May, 1986.

Witness my hand and official seal.



Nancy L. Wyatt
notary public

my commission expires: 7/10/86

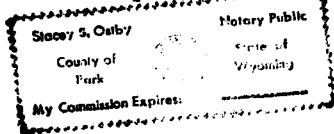
STATE OF WYOMING)
) SS.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Richard R. Gard and ~~William J. Gard~~, husband and wife, as owners of property in Conifer Lane Subdivision this 20 day of May, 1986.

Witness my hand and official seal.

Stacey S. Osby
notary public

my commission expires: 7/7/89



STATE OF WYOMING)
) SS.
COUNTY OF PARK)

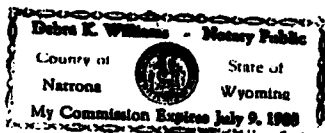
The foregoing instrument was acknowledged before me by Mildred ~~and~~ owner of property in Conifer Lane Subdivision this 28th day of May, 1986.

Witness my hand and official seal.

Debra K. Williams
Notary Public

my commission expires:

7/9/88

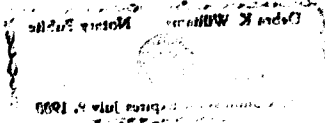


State of Wisconsin) ss
County of Paris

This instrument was filed for record
on the 30th day of May
1886 at 10:11 o'clock A. m and
duly recorded in Sherburne's Sec. 128
records on page 553

MARIE FONTAINE, Register of Deeds

By William J. Smith Deputy
No. 229064



Handwritten:
B-42321
Cody