

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
COOPER SUBDIVISION

THIS DECLARATION made this 23rd day of October, 1984, by JAMES ALLEMAND and MARGARET ALLEMAND, husband and wife, hereinafter referred to as "Declarant", as owner of the following described property in Park County, Wyoming, to-wit:

West 659.21 feet of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Tract #39, Resurvey, T. 53 N., R. 101 W., 6th P.M., Park County, Wyoming.

NOW, THEREFORE, Declarant hereby declares that the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of Cooper Subdivision.

Section 3. "Declarant" shall mean and refer to the undersigned, their successors and assigns.

Section 4. "Single Family" shall mean and refer to persons related by blood or marriage or by legal adoption.

ARTICLE II
Duration

These covenants are to run with the land and shall be binding on all parties and on all parties and persons claiming under them for a period of twenty (20) years after these covenants have been recorded, after which time, they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing signed by seventy-five percent (75%) of the then recorded owners of the lots has been recorded agreeing to change said covenants in whole or in part. Voting shall be by one vote per lot and now owner, exclusive of all streets, parks or open spaces.

ARTICLE III
Mutuality of Benefit and Enforcement

All of said restrictions, conditions, easements, covenants, provisions, agreements, liens and charges set forth herein are made for the mutual and reciprocal benefit of each and every lot within Cooper Subdivision and are intended to create mutual equitable servitudes upon each of said lots in favor of each and all other lots; to create reciprocal rights between the respective owners of all the lots; to create a privity of contract and estate between the grantees of said lots, and their heirs, successors and assigns; and shall as to the owner of each lot in said Subdivision, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in said Subdivision and their respective owners.

Right to Enforce. The provisions contained in this Declaration shall bind and inure to the benefits of and be enforceable by Declarant by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns, and failure by Declarant, or any property owner, or their legal representative, heirs, successors or assigns to enforce any of said restrictions, conditions, covenants, or reservations shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE IV
Land Use

It is the intention of Declarant that Lots 3, 4, 5 and 6, Block 1, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Block 2, Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, Block 3, Lots 1, 2, 3, 4, 5, and 6, Block 4, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 5, and Lots 1, 2, 3, 4, 5 and 6, Block 6 of this Subdivision shall be dedicated for the use and location of mobile homes as hereinafter described. All lots, tracts, and parcels of the Subdivision shall be used only as herein set forth and such designated usage can be changed only by amendment of the provisions herein or by the approval of the Architectural Control Committee as provided for herein. All lots of the Subdivision shall be used only for single family residences, except those lots whose use is specifically reserved for commercial purposes. The commercial lots shall be: Lots 1 and 2, Block 1 and Lots 1 and 2, Block 3, according the official plat of Cooper Subdivision recorded in Book _____ of Plats, at page _____, of the County Clerk's office, Park County, Wyoming. Said commercial lots shall be exempt from all provisions herein.

ARTICLE V
Approval to Build - Architectural
Control Committee

Section 1. Three (3) sets of all plans and specifications for any building, fence, wall or other structures whatsoever to be erected on or moved upon or to any lot, and the proposed located 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.

Section 2. The Architectural Control Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. Two (2) sets of said plans and specifications and details with the approval or disapprovals endorsed thereon, shall be returned to the person submitting them, and the other copy thereof shall be retained by the Architectural Control Committee.

Section 3. The Architectural Control Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid in the event such plans, specifications and details are not in accordance with all of the provisions of this Declaration; if the design or color scheme of the proposed building or other structures are not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications or details, or any part thereof, are contrary to the interests, welfare, or rights of all or any

part of the real property subject hereto, or the owners thereof; all in the sole discretion of the Architectural Control Committee. The decisions of the Architectural Control Committee shall be final.

Section 4. Neither the Declarant, the Architectural Control Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications.

Section 5. The Architectural Control Committee shall be composed of three (3) members, have been appointed by the Declarant on the date of recording these covenants.

Declarant shall have the permanent right to appoint one (1) member of the Architectural Control Committee. This appointment will be made annually for a term of one (1) year.

At the appropriate time as hereinafter specified, the other two (2) members of the committee shall be appointed annually as follows:

When seventy-five percent (75%) of all of the lots in said Subdivision have been sold by Declarant, the owners of all of the lots, each lot being entitled one vote, shall vote for the election, by a majority of those casting votes, of the filling of any vacancy on the Architectural Control Committee, except as stated above.

Prior to the sale of seventy-five percent (75%) of the lots in the Subdivision by the Declarant, any vacancy shall be filled by the remaining member or members of the said Architectural Control Committee, or, if no members remain, by Declarant. The Architectural Control Committee

may appoint advisory committees from time to time to advise it on matters pertaining to the Subdivision. There shall be submitted to the Architectural Control Committee three (3) complete sets of plans and specifications of any and all improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the locations on the lot of the buildings, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed color scheme for roofs and exteriors thereof.

ARTICLE VI
Lot Area

No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Declarant. However, Declarant hereby expressly reserves the right to replat any two (2) or more lots shown on the plat of said Subdivision prior to their sale in order to create a modified building lot or lots. The provisions hereof shall apply to each such lot so created.

ARTICLE VII
Buildings

Section 1. Mobile Homes. All mobile homes are to be a minimum of 50 feet long and 12 feet wide and are to be not over five (5) years old at the time that the mobile home is moved into the Subdivision. The mobile home must be neat in appearance. All tires are to be removed and the mobile home is to be set as low as possible on the lot.

Section 2. Improvements. Where appropriate, each mobile home installed in the Subdivision shall be required

to install skirts and steps as follows:

- A. Skirting to be installed completely around the home and ground decking with all hitches removed or when removal is not possible, concealed attractively. An entry hole must be provided in the skirting of each mobile home adjacent to the water riser stand pipe. (Owner may consider a second entry hole for his benefit.)
- B. Front and back steps with railings must be constructed to the satisfaction of the Architectural Control Committee and "dealer steps" cannot be used on a permanent basis.
- C. Skirting material must match the home siding material. All skirting must be installed within thirty (30) days (except that between November 15 and March 15, ninety (90) days will be allowed).

Section 3. Types and Size. No building shall be erected, constructed, placed, altered, or retained on any lot in this subdivision other than a single family residence dwelling, and one (1) accessory building may be added for incidental use with such a residence by a single family.

Section 4. Building Quality. No dwelling shall be permitted on any lot at building cost levels less than those prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to insure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be for the minimum permitted dwelling size.

Section 5. Building Location. No single residence building shall be located on any lot nearer than twenty (20) feet to the front line or nearer than five (5) feet from any side line, and no building shall be located nearer than ten (10) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches

shall not be considered as part of the building encroaching upon another lot.

ARTICLE VIII
Exterior Maintenance

Section 1. Appearance. Each owner shall be required to construct their residence consistent with the covenants and restrictions herein provided. If the owner shall elect to build an accessory building provided for in Article VII, Section 1 of this Declaration, that building must also be sided with masonite, wood siding or other siding which will match and be harmonious with the residence.

Each lot, at all times, shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any lot so they are visible from any neighboring lot or road, except as necessary during a period of construction. Children's toys must be kept picked up when not in use and stored where they are not visible from the street. Bicycles and motorcycles shall be parked only on the cement drive.

All fences constructed in the Subdivision must be built in accordance with all other Articles of these covenants. No wall, coping or fence exceeding five (5) feet in height measured from ground to surface may be erected or maintained on any lot except as herein provided.

Fences may be constructed of wood only, and no fences or walls of chain link, wire, wire mesh or masonry shall be allowed. All wood fences shall be properly maintained.

No fences, coping or wall shall be built, erected, constructed, or maintained on any lot at any point closer

than the minimum front set back line required of any building within the Subdivision.

Section 2. Maintenance. Each owner shall be responsible for and shall provide exterior maintenance upon his parcel as follows: Paint, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. In the event a parcel shall be in need of repair or maintenance or both as a result of the willful or negligent act of the owner and said owner permits such neglect to continue thirty (30) days after written notice, then the Architectural Control Committee shall be empowered to employ such persons as are necessary to make such necessary repairs or maintenance at the sole cost and expense of the owner.

In the event the Architectural Control Committee shall cause such repairs and maintenance to be made and in the further event that the owner shall fail, neglect or refuse to make payment therefor, then the Architectural Control Committee shall be empowered to make payment to the person or persons who did the work and thereafter to certify to the officers and directors of Cooper Homeowners Association, all relevant facts together with the name and address of the owner, a legal description of the lot upon which the work was performed and a sworn, itemized statement of the bill.

In such event, the officers of Cooper Homeowners Association are hereby empowered to collect the amount due as a lien on the premises owned by such member and to be collected by said officers in the same manner and using such legal and equitable remedies as are available as any other lien.

ARTICLE IX
Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. No rubbish, trash, papers, junk or debris shall be burned upon any lot. All owners of lots shall be required to place their garbage cans near the street for collection only on the days as prescribed by the garbage service. Under no circumstances may any type of garbage container be left exposed on the front of a lot for a period of time in excess of twelve (12) hours after collection, and no container shall be placed near the street for collection more than twelve (12) hours prior to the designated collection time. Garbage service shall be the responsibility of the lot owners.

ARTICLE X
Temporary and Other Structures

No structure of a temporary nature, tent, shack, garbage, barn or other outbuilding shall be permitted on the property at any time. Any clothes lines constructed must be on the back thirty (30) feet of lot line.

ARTICLE XI
Signs

No billboard of any character shall be erected, posted, painted or displayed upon or about any of said property. No sign, except "For Sale" or "For Lease" signs of customary and reasonable dimensions and design, shall be erected or displayed upon or about said property unless and until the form, dimensions, and design of said sign has been submitted to and approved by the Architectural Control Committee. The Architectural Control Committee shall have authority to remove "For Sale" and "For Lease" signs determined by it to be contrary to customary and reasonable

dimensions and/or design. Signs used to indicate the resident's family name shall be expressly permitted. Nothing contained in this Declaration shall be construed to prevent Declarant from erecting and maintaining, or authorizing the erection and maintenance of structures and signs for the development and sale of the Subdivision while the same or any part thereof is owned by Declarant.

ARTICLE XII
Animals

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that there shall be allowed one (1) small dog, weighing at full growth under thirty (30) pounds, and/or one (1) cat per lot. All dogs and cats must be kept inside between 10:00 P.M. and 7:00 A.M., except when personally attended. Any dog or cat found running loose in the Subdivision at any time may be caught and turned over to the County pound. All dogs are to be confined to the owner's premises, except when being walked on a leash or when accompanying the owner. No excessive barking shall be allowed at any time. Any landscaping damage caused by a dog or cat will immediately be restored by its owner at the owner's expense.

ARTICLE XIII
Traffic and Vehicles

No cars are to be parked on any street at night, with the exception of guest parking. No trucks exceeding one ton shall be parked in the Subdivision except in areas designated for that purposes. The speed limit through the area shall be 15 miles per hour.

Section 1. Parking. A maximum of two (2) currently licensed vehicles per lot is allowed. Parking of any vehicle is restricted to designated parking areas (driveways). Recreational vehicles and other equipment must be

parked and stored only in the storage area provided.

Section 2. Repairing. Major vehicle repairs or storage of inoperable vehicles for more than seven (7) days is expressly prohibited.

Section 3. Motorcycles and Scooters. Motorcycles and scooters are permitted in the Subdivision. Their use, however, is restricted to travel on the most direct route between the owner's lot and the entrance to the Subdivision. No motorcycles are to be operated in the Subdivision between the hours of 9:00 P.M. and 7:00 A.M.

ARTICLE XIV
Water and Sewer Supply

Section 1. Supply. Water and sewer shall be supplied to each lot by the Cooper Homeowners Association or the City of Cody at such time as the Subdivision is annexed by the City.

Section 2. Water and Sewer Service Risers. Each lot is provided a domestic water service and sewer service risers. It is the lot owner's responsibility to make the initial installation and keep these risers from freezing and in good repair. Damage to a lot owner's riser(s) will be the responsibility of the lot owner.

ARTICLE XV
Electrical and Telephone Service

Declarant shall provide each lot with electrical, cable TV and telephone service connections. Lot owners shall be responsible to the appropriate utility company thereafter for installation and service.

ARTICLE XVI
Aerials and Antennas

Television and AM/FM aerials will be permitted when they are attached firmly to the rear quarter of the mobile home. Aerials may not be more than four (4) feet above the roof of the home. Satellite dishes shall be

installed in the back quarter of the lot.

ARTICLE XVII
Soliciting and Peddling

Soliciting, peddling or selling within the Subdivision is strictly prohibited and it should be reported immediately to the appropriate local law enforcement.

ARTICLE XVIII
Storage of Explosive Materials

No fuel, oil, or other materials of an explosive nature shall be stored on any lot or in any residence under any circumstances.

ARTICLE XIX
Disturbing Noise

Loud and disturbing noises are not permitted at any time. Sound equipment and musical instruments should be tuned and/or played at a level which will not annoy other members of the community. Loud parties shall not be permitted at any time.

ARTICLE XX
Restrictions for Occupancy

No more than six (6) persons may occupy any lot at any time without prior written permission of Declarant.

ARTICLE XXI
Mining

No oil drilling, oil development operations, oil, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

ARTICLE XXII
Variances

Section 1. The Architectural Control Committee shall have power to and may allow reasonable variances and adjustments of those conditions and restrictions in order to overcome practical difficulties and prevent unnecessary

hardships in the application of the regulations contained herein; provided, however, that such is done in conformity to the intent and purposes hereof; and, provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood. Variances and adjustments of height, size and setback requirements may be granted hereunder.

Section 2. The Architectural Control Committee may also determine and allow in the respective classifications of lots, additional uses which are of the same character.

Section 3. In the event there shall be governmental regulations which conflict with or prevent works of construction or improvements in the manner as required by the within regulations, these circumstances shall be deemed to constitute practical difficulties, justifying allowances of variances and adjustments of said regulations in order to prevent unnecessary hardship; provided, however, that in every instance the variance or adjustment shall not be materially detrimental or injurious to property or improvements in the neighborhood.

ARTICLE XXIII
Acceptance of Declaration

Each purchaser and grantee of any of the properties subject to this Declaration, by acceptance of a deed conveying title thereto, shall accept such title upon and subject to each and all of the provisions, restrictions, conditions, easements, covenants, agreements, liens and charges herein contained and also the jurisdiction, rights and power of this Declarant, and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and

with the Declarant, and to and with the grantees and subsequent owners of each of said lots within the Subdivision to keep, observe, comply with and perform said provisions, restrictions, conditions, easements, covenants, agreements, liens and charges.

ARTICLE XXIV
No Rights Waived by Delay

No delay or omission on the part of the Declarant or the owner or owners of any lot or lots in said property, in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, restrictions, conditions, easements, covenants, agreements, liens and charges herein contained shall be constructed as a waiver thereof or acquiescence therein, and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against Declarant for or on account of their failure to neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein provisions, restrictions, conditions, easements, covenants, agreements, liens and charges which may be unenforceable.

ARTICLE XXV
Partial Invalidity

In the event that any one or more of the provisions, restrictions, conditions, easements, covenants, agreements, liens and charges herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, restrictions, conditions, easements, covenants, agreements, liens, and charges herein set forth shall continue unimpaired and in full force and effect.

ARTICLE XXVI
Amendments

Any or all of the provisions of this Declaration of Restrictions, Easements, Conditions, Covenants, Agreements, Liens and Charges, may be annulled, amended, or modified at any time by the filing in the Office of the Clerk and Recorder of Park County, Wyoming an instrument setting forth such annulment, amendment or modification executed by seventy-five percent (75%) of the lot owners of record, as shown by the lands records of Park County, Wyoming, at the time of the filing of such instrument.

ARTICLE XXVII
Captions

The captions of the various paragraphs of this Declaration are for convenience only and are not a part of the Declaration, and do not in any way limit or amplify the terms or provisions thereof.

ARTICLE XXVIII
Assignment of Power

Any and all rights and powers of the Declarant herein contained may be delegated, transferred to assigned. Wherever the term "Declarant" is used, it includes assigns or successors in interest of the Declarant.

IN WITNESS WHEREOF, we have hereunto set our hands the 23rd day of October, 1984.

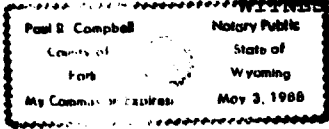
James Allemand
JAMES ALLEMAND

Margaret Allemand
MARGARET ALLEMAND

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

The above and foregoing instrument was acknowledged before me this 23rd day of October, 1984 by JAMES ALLEMAND and MARGARET ALLEMAND, husband and wife.

WITNESS my hand and official seal.



Paul R. Campbell
Notary Public

My Commission expires: MAY 3, 1988

of Wyoming) ss.
County of Park)
This instrument was filed for record
on the 24th day of October
1984 at 4:40 o'clock P m. and
is recorded in Microfilm Book 105
Records on page 925
MARIE FONTAINE, Register of Deeds
Marie Fontaine, Deputy
218305

APPLICANTS' AFFIDAVIT

STATE OF WYOMING)
) ss
County of Park)

The undersigned, after having been sworn upon our oath, according to law, and of legal age, hereby personally certify that we shall perform the following commitments made to the public and future lot owners with regards to the COOPER SUBDIVISION:

(1) Binding arrangements have been made to assure purchasers of any part of the COOPER SUBDIVISION that upon full payment of the purchase price of any part of said subdivision 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 the real property taxes or assessments charged or assessed for the year in which any such sale may be legally affected.

(2) That if applicable the central water supply system, central sewage disposal system, streets or road system, or any other public or private improvement filed with the Park County Planning and Zoning Commission will be constructed as described within one (1) year from the recording of the COOPER SUBDIVISION with the Park County Clerk and that the costs of said systems shall be included in the sale price of any part of the subdivision and not assessed or collected from purchasers in addition to said sale price unless said purchaser specifically agrees to assume the burden of all or part of said costs. Any such agreement shall be evidenced by a written contract recorded in the Office of the Park County Clerk which sets forth the specific details of the transfer of this responsibility for payment of the costs and delineates the agreement of both parties to their respective obligations and responsibilities.

Applicants Affidavit - continued

(3) Enforcement of these obligations upon the undersigned as outlined herein shall be for either compliance or damages or both and the commitments outlined herein shall accrue to our successors or assigns.

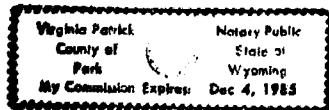
(4) I hereby certify that the facts contained herein are true and correct to the best of our knowledge and belief.

James Allemand
Signature (s) of Applicant (s)
James Allemand - Husband

Margaret Allemand
MARGARET ALLEMAND - Wife

On this 15th day of AUGUST, 1984, A.D. there appeared before me JAMES & MARGARET ALLEMAND, personally known to me to be the persons who executed the foregoing affidavit, according to law, certified that they executed the foregoing affidavit as their free act and deed, and that the facts contained therein are true and correct to the best of their knowledge and belief.

WITNESS MY HAND AND OFFICIAL SEAL



Virginia Patrick
Notary Public

My Commission expires: 12-4-85

10-24-84

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF COOPER SUBDIVISION

THIS AMENDMENT made this 26th day of August, 1985 by the undersigned owners, hereinafter referred to as "DECLARANTS", being all the owners of a certain property in Park County, State of Wyoming, said property being more particularly described as follows:

West 659.21 feet of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Tract #39, Resurvey, T. 53 N., R. 101 W., 6th P.M., Park County, Wyoming.

WHEREAS, Declaration of Covenants, Conditions and Restrictions of Cooper Subdivision was filed on the 24th day of October, 1984 in the office of the Clerk and Recorder of Deeds, Park County, Wyoming, being recorded in Book 105 at Page 925, and hereinafter referred to as "Original Covenants", hereof, and

WHEREAS, it is the desire of the Declarants to amend Article XII of those Original Covenants, and

WHEREAS, Declarants are presently owners of more than seventy-five percent (75%) of the property described herein as required by Article XXVI of the Original Covenants,

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration and the covenants and agreements contained herein, said Declarants hereby declare that the following amendment shall be made to the "Declaration of Covenants, Conditions and Restrictions of Cooper Subdivision", to-wit:

ARTICLE XII
Animals

The owners of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 of Block 3, and Lots

1, 2, 3, 4, 5, and 6 of Block 4 may keep two dogs or two cats, not to exceed four animals in total on their lots. All dogs and cats must be kept inside between 10:00 P.M. and 7:00 A.M., except when personally attended. Any dog or cat found running loose in the subdivision at any time may be caught and turned over to the County Pound. All dogs are to be confined to the owner's premises, except when being walked on a leash or when accompanying the owner. No excessive barking shall be allowed at any time. Any landscape damage caused by a dog or cat will be immediately restored by its owner at the owner's expense.

On the remainder of the lots in the subdivision, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that there shall be allowed one (1) small dog, weighing at full growth under thirty (30) pounds, and/or one (1) cat per lot. All dogs and cats must be kept inside between 10:00 P.M. and 7:00 A.M., except when personally attended. Any dog or cat found running loose in the subdivision at any time may be caught and turned over to the County pound. All dogs are to be confined to the owner's premises, except when being walked on a leash or when accompanying the owner. No excessive barking shall be allowed at any time. Any landscaping damage cause by a dog or cat will immediately be restored by its owner at the owner's expense.

In all other manner and respects, except as specifically amended herein, the Original Covenants shall remain in full force and effect and in no way shall be altered by this amendment.

IN WITNESS WHEREOF, we have hereunto set our hands this 21st day of August, 1985.

James Allemand
JAMES ALLEMAND
Margaret Allemand
By James Allemand
MARGARET ALLEMAND

Elmer Blakesley
ELMER BLAKESLEY

Geraldine Blakesley
GERALDINE BLAKESLEY

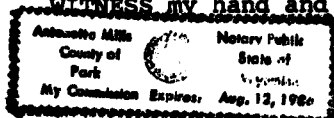
Thomas W. Morrison
THOMAS W. MORRISON

Evelyn M. Morrison
EVELYN M. MORRISON

STATE OF WYOMING)
) SS.
COUNTY OF PARK)

The above and foregoing instrument was acknowledged before me this 20th day of August, 1985 by James Allemand and Margaret Allemand, husband and wife.

WITNESS my hand and official seal.



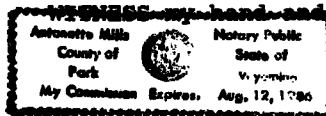
Antonette Mills
Notary Public

My Commission expires: 8/12/86

STATE OF WYOMING)
) SS.
COUNTY OF PARK)

The above and foregoing instrument was acknowledged before me this 20th day of August, 1985 by Elmer Blakesley and Geraldine Blakesley, husband and wife.

WITNESS my hand and official seal.



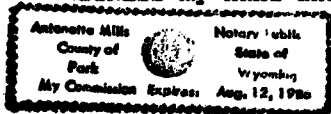
Antonette Mills
Notary Public

My Commission expires: 8/12/86

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

The above and foregoing instrument was acknowledged before me this 26th day of August, 1985 by Thomas W. Morrison and Evelyn M. Morrison, husband and wife.

WITNESS my hand and official seal.



Antonette Mills
Notary Public

My Commission expires: 8/12/86

State of Wyoming) ss.
County of Park)
This instrument was filed for record
on the 28 day of August
1985 at 1:24 P. M. and
day recorded in the office of the
Recorder at 286
MAYNOR, Registrar of Deeds
By Melvin T. Hester, Deputy
No. 221090

[Handwritten signature]