

A F F I D A V I T

RESTRICTIVE COVENANTS - COUNTRY ESTATES SUBDIVISION

STATE OF WYOMING }
COUNTY OF PARK } ss.

Donald E. Smith and Wanda Smith, husband and wife, and Thomas E. Hedderman and Shirley R. Hedderman, husband and wife, being first duly sworn on oath according to law, depose and say:

That they are, collectively, the owners of the legal title to certain real property located in Park County, Wyoming and more particularly described as follows:

Township 53 North, Range 101 West of the 6th P. M., Wyoming:
Section 34: SW 1/4 NE 1/4

the aforesaid lands being also described as the same subdivision of Tract 70 of said Township and Range, according to the Government Resurvey;

That they have caused a plat of said lands to be prepared, dividing the property into building lots of a minimum area of one (1) acre, and into streets, and designating the same as "Country Estates Subdivision," and have caused said plat to be recorded in the Office of the County Clerk of Park County, Wyoming in Plat Book C, at Page 50;

That they intend to convey said lots to various purchasers by Deed, subject to the Restrictive Covenants on the part of the purchasers, as are hereinafter set forth, to the end and purpose that the restrictions herein imposed shall inure to the benefit of each and all of the purchasers of said lots, whether they shall have become such before or after the date hereof, and that such Restrictive Covenants will be and become binding upon the heirs, successors and assigns of such owners; that the invalidation of any one or more of these Covenants, by Judgment or otherwise, shall in no way affect any of the other provisions, which shall remain in full force and effect.

1 COVENANT A. All lots in the tract, without exception,
2 shall be known and described as residential lots, and no structure
3 or structures shall be erected, altered, placed, or permitted to
4 remain on any residential building lot, other than one, detached,
5 single-family dwelling, not to exceed two stories in height, and a
6 private garage for not more than three cars, and other appropriate
7 out-buildings incidental to residential use of the plot.

8 COVENANT B. No building shall be erected, placed, or
9 altered on any lot until the construction plans and specifications
10 and a plan showing the location of the structure have been approved
11 by the architectural control committee as to quality of workmanship
12 and materials, harmony of external design with existing structures,
13 and as to location with respect to topography and finish grade eleva-
14 tion. No fence or wall shall be erected, placed or altered on any
15 lot nearer to any street than the minimum building setback line as
16 shown on the plat. Approval shall be by the architectural control
17 committee, composed of any three of the following, namely: Donald
18 E. Smith, R. S. Allen, Norman Parker, Wallace S. Walsh, Oliver W.
19 Steadman, and Robert C. Moore. A majority of the committee may
20 designate a representative to act for it. In the event of the
21 death or resignation of any member of the committee, the remaining
22 members shall have full authority to designate a successor. Neither
23 the members of the committee, nor its designated representative
24 shall be entitled to any compensation for services performed pur-
25 suant to this covenant. At any time, the then record owners of a
26 majority of the lots shall have the power, through a duly-recorded
27 written instrument, to change the membership of the committee or to
28 withdraw from the committee or restore to it any of its powers and
29 duties. The committee's approval or disapproval as required in
30 these covenants shall be in writing. In the event the committee,
31 or its designated representative, fails to approve or disapprove
32 within thirty (30) days after plans and specifications have been
submitted to it, or in any event, if no suit to enjoin the con-
struction has been commenced prior to the completion thereof,
approval will not be required and the related covenants shall be
deemed to have been fully complied with.

3 COVENANT C. No dwelling shall be permitted on any lot un-
less the ground floor area of the main structure, exclusive of
porches and garages, shall be at least one thousand (1,000) square
feet.

4 COVENANT D. No building shall be located on any lot
nearer to the front lot line or nearer to the side street line than
the minimum building setback lines shown on the recorded plat. In
any event, no building shall be located on any lot nearer than
twenty-five (25) feet to the front lot line, nor nearer than twenty-
five (25) feet to any side street line. No building shall be
located nearer than ten (10) feet to an interior lot line, and no
dwelling shall be located on any interior lot nearer than twenty-
five (25) feet to the rear lot line. For the purposes of this
covenant, eaves, steps, and open porches shall not be considered as
a part of a building, provided, however, that this shall not be con-
strued to permit any portion of a building on a lot to encroach upon
another lot.

5 COVENANT E. No dwelling shall be erected or placed on any
lot having an area of less than one (1) acre, provided, however,
that in making such computation there will be included any area in
any adjacent street, to the mid-line thereof.

1 COVENANT F. Easements for installation and maintenance of
 2 utilities and drainage facilities are reserved, as shown on the re-
 3 corded plat, and also, appropriate easements for the installation
 4 and maintenance of a suitable ditch or ditches as necessary to pro-
 5 vide irrigation water to the several lots in the subdivision.

6 COVENANT G. No noxious or offensive activity shall be
 7 carried on upon any lot, nor shall anything be done thereon which
 8 may be or may become an annoyance or nuisance to the neighborhood.
 9 The owners and occupants of the several lots in the subdivision
 10 shall be permitted to keep and maintain suitable barns, sheds, or
 11 stalls for horses or cows, but all such buildings, corrals, pastures,
 12 and the like, shall be so maintained as not to cause noxious or
 13 offensive odors to the neighbors.

14 COVENANT H. No structure of a temporary character, nor
 15 any trailer, basement, tent, shack, garage, barn, or other out-
 16 building shall be used on any lot at any time as a residence, either
 17 temporarily or permanently.

18 COVENANT I. No oil drilling, oil development operations,
 19 oil refining, quarrying or mining operations of any kind shall be
 20 permitted upon or in any lot, nor shall oil wells, tanks, tunnels,
 21 mineral excavations or shafts be permitted upon or in any lot. No
 22 derrick or other structure designed for use in boring for oil or
 23 natural gas shall be erected, maintained or permitted upon any lot.

24 COVENANT J. No lot shall be used or maintained as a dump-
 25 ing ground for rubbish. Trash, garbage or other waste shall not be
 26 kept except in sanitary containers. All incinerators or other equip-
 27 ment for the storage or disposal of such material shall be kept in
 28 a clean and sanitary condition.

29 COVENANT K. UNDERGROUND UTILITIES. Any and all utilities,
 30 including, but not limited to, electric lines for either light or
 31 power, cables for T. V., telephone wires, or other similar instal-
 32 lations, shall be wholly underground, and no overhead lines or con-
 33 ductors of any kind, or any post, poles or similar installations
 34 for the support of the same shall ever be maintained within the sub-
 35 division.

36 COVENANT L. IRRIGATION SYSTEM. It shall be and become
 37 the obligation of the owner and holder of each lot in the subdivision
 38 to maintain and to clean, at his own cost and expense, in consider-
 39 ation of the mutual obligations by the owners of other lots to do
 40 the same, any and all irrigation ditches that are on his property
 41 or may hereafter be constructed on his property. In the event any
 42 owner of property shall fail, neglect or refuse to maintain or clean
 43 his ditch, after a ten-day notice in writing, then the owners and
 44 holders of adjacent property who have cleaned and maintained their
 45 own ditches may clean and maintain the ditches so neglected, at the
 46 cost and expense of the owner of the land on which such ditch is
 47 located.

48 COVENANT M. TERM. These covenants are to run with the
 49 land and shall be binding on all parties and all persons claiming
 50 under them for a period of twenty-five (25) years from the date
 51 these covenants are recorded, after which time said covenants shall
 52 be automatically extended for successive periods of ten (10) years,
 53 unless an instrument signed by a majority of the then owners of the
 54 lots has been recorded, agreeing to change said covenants in whole
 55 or in part.

1 COVENANT N. ENFORCEMENT. Enforcement shall be by pro-
2 ceedings at law or in equity against any person or persons violating
3 or attempting to violate any covenant either to restrain violation
4 or to recover damages.

5 COVENANT O. SEVERABILITY. Invalidation of any one of
6 these covenants by Judgment or Court Order shall in no wise affect
7 any of the other provisions which shall remain in full force and
8 effect.

9 IN WITNESS WHEREOF, we have hereunto set our hands this
10 9th day of July, 1969.

11 *Donald E. Smith*
12 Donald E. Smith

13 *Wanda Smith*
14 Wanda Smith

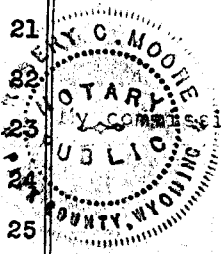
15 *Thomas E. Hedderman*
16 Thomas E. Hedderman

17 *Shirley R. Hedderman*
18 Shirley R. Hedderman

19 The foregoing instrument was acknowledged before me on
20 the 15th day of July, 1969.

21 WITNESS my hand and official seal.

22 *[Signature]*
23 Notary Public



24 My commission expires: 10/31/72

25 State of Wyoming,
26 County of Park, ss.

27 This instrument was filed for record
28 on the 6 day of August
29 1969 at 3:10 o'clock P. M., and
30 duly recorded in Book 339
31 records on page 208
32 Eva E. Larson

Register of Deeds
By *Eileen J. [Signature]*
Deputy
No. 130921 Fees, \$ 5.25