

DECLARATION OF RESTRICTIVE COVENANTS
DAVIS SUBDIVISION NO. 2

THESE COVENANTS made and entered into this 20th day of June, 1979, by and between all persons now owning any right, title, interest or equity in those lands described as follow, to-wit:

Lots 1 through 15, Davis Subdivision No. 2, a portion of Lot 63 - M, T. 55N., R. 98 W., Resurvey, 6th P.M., Park County, Wyoming.

These covenants shall run with the real property hereinabove described and shall be binding on all parties and persons claiming under them until January 1, 2005, at which time said covenants shall be automatically extended for successive periods of five (5) years, unless an instrument signed by the majority of the then recorded owners of the lots has been recorded, whereby these covenants are amended, modified or rescinded in whole or in part.

If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning any of the lands hereinabove described to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate such covenants, and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in nowise effect any of the other covenants which shall remain in full force and effect.

The covenants and building restrictions are as follows:

1. Residential Use.

- a. No lot shall be used for any purpose except for a single family residence and such accessory buildings and uses as herein permitted and as are allowed under the provisions of the zoning regulations of the County of Park, Wyoming for residential districts as now in effect and as may be hereafter amended.
- b. No lot or any improvement thereon shall be used for any commercial, public, illegal or immoral purpose or purposes and no public nuisance shall be permitted or maintained thereon.
- c. Uses permitted shall include recreational uses of a non-commercial nature, family-size gardens, and the maintenance of domestic horses, cows, fowl and dogs, cats and other household pets. All such livestock and pets shall at all times be confined by fence or leash and shall not at any time be permitted to run at large. No livestock or pets shall be kept, bred or maintained upon any lot for any commercial purposes.

2. Buildings and Improvements.

- a. No structure of a temporary character, such as trailers, basements, tents, shacks, garages, barns or other outbuildings shall be used on said land at any time as residences, either temporarily or permanently. All housing construction shall be new, and no basement shall be lived in until the house above it is built and boxed in.

b. Accessory buildings may include a garage, tool shed, barns, corrals for domestic livestock, and buildings for fowl and household pets.

c. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of porches and garages, shall be at least One Thousand square feet.

d. No building or dwelling shall be located on any residential lot nearer than forty (40) feet to the front lot line and not nearer than fifteen (15) feet to any side line or rear line of any lot. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that they shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

3. Trash and Garbage.

a. No trash, garbage or other waste shall be thrown, dumped, or piled on any lot or permitted to remain thereon, except in containers provided for such purpose.

b. All trash, garbage and other waste shall be kept in suitable sanitary containers provided for such purpose and such containers shall be kept in a clean and sanitary and sightly condition.

c. The owner and occupant of each lot shall each be responsible for the disposal of trash, garbage and other waste which may accumulate on the lot owned or occupied by him.

4. Irrigation.

a. No change or other alteration of the location of any irrigation, head or waste ditch upon or within the subdivision shall be made without the prior consent of the Shoshone Irrigation District.

b. No building, structure, fence or planting shall be erected, altered, placed or permitted to remain so as to damage or interfere with the installation, operation, cleaning or maintenance of any irrigation, head or waste ditch upon or within the subdivision.

5. Signs.

a. No signs of any kind shall be erected, placed, displayed or permitted to remain upon any lot, except one identification sign or one professional sign, not exceeding two (2) square feet in area, per face, or one "for sale" or "for rent" sign not exceeding five (5) square feet in area, per face.

b. No mechanical or electrical signs shall be erected, placed, displayed or permitted.

6. Modification and Amendment.

a. The covenants and restrictions herein contained, may be waived, abandoned or terminated in whole or in part from time to time, as to any one or more of the lots, by written consent of the then record owners of not less than two-thirds of the lots within the subdivision, except that any amendment relating to the land use shall have prior approval of the Park County Commissioners. Such written consent must be recorded in the office of the County Clerk of Park County, Wyoming before any such waiver, abandonment or termination shall be effective.

7. Zoning Regulations.

a. Whenever any provisions of the zoning regulations of the County of Park, Wyoming, or any provision of these covenants, contain any restriction covering any of the same subject matter,

whichever restrictions are more restrictive or impose higher standards or requirements shall govern.

8. Sewer.

a. The owner of each lot shall, whenever required for the use and occupation of such lot, install at the cost and expense of such owner, sanitary sewer facilities upon the premises. All sewer facilities constructed and installed upon such lot shall comply with all applicable laws, rules, regulations and ordinances of the State of Wyoming and the County of Park.

IN WITNESS WHEREOF, I hereunto set my hand as of the day and year first above written.

George A. Davis
George A. Davis

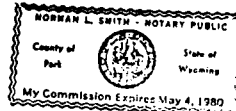
STATE OF WYOMING)
County of Park) SS

The foregoing instrument was acknowledged before me by George A. Davis this 20th day of June, 1979.

WITNESS my hand and official seal.

Norman L. Smith

My Commission expires: May 4, 1980



State of Wyoming)
County of Park)
This instrument was filed for record
on the 5 day of July
1979 at 8:15 o'clock A.M., and
duly recorded in Volume 42
record book 350
By Norman L. Smith Register of Deeds
No. 182609

Applicant's Affidavit

STATE OF WYOMING)
County of Park) as

The undersigned being applicant for a subdivision permit for the subdivision identified as Davis Subdivision No. 2, 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 effected.

(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.

George A. Davis

On this 30th day of March, 1979, these appear before me George A. Davis personally known to me to be the persons who executed the 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.

Norman J. Smith

My Commission expires 5/1/80



Recorded July 5, 1979 at 8:28 AM
My Notary Public, Park County, Wyo.
State of Wyoming - County Clerk