

DECLARATION OF PROTECTIVE COVENANTS
DIAMOND CREEK RANCH SUBDIVISIONSTATE OF WYOMING
COUNTY OF PARK

Cowgill Agency, Inc., a Wyoming Corporation, deposes and says: THAT it is the owner of that certain real property located in Park County, Wyoming, and more particularly described in Book 330, Page 228, in the Park County Recorder's Office, Cody, Wyoming, and more particularly described as follows:

Lots 43 D, E, G, O, and a portion of Lot 43-F of Lot 43, T. 52 N., R. 's 102 and 103 W. of the 6th Principal Meridan, Park County, Wyoming, according to the government resurvey, which lands are more particularly described as follows:

Commencing at the northwest corner of said Lot 43, thence-due east along the north line of Lot 43 for a distance of 2555.88 feet to the northeast corner of said Lot 43-D, thence S 0°20' E, along the east lines of Lots 43-D and 43-G, for a distance of 2650.55 feet to the southeast corner of Lot 43-G, thence S89°55'W along the south line of Lot 43-G for a distance of 1389.59 feet to the southwest corner thereof, thence S 0°16'E along the east line of Lot 43-0 for a distance of 1326.35 feet to the southeast corner thereof, thence S 89° 52'W along the south line of Lot 43-0 for a distance of 1158.58 feet to the West line of Lot 43, thence N 0°25' west along the west line of said Lot 43 for a distance of 1415.76 feet to a point which lies 1239 feet south of the northwest corner of Lot 43-F, thence due east for a distance of 134 feet, thence N 75°20'E for a distance of 793 feet, thence N4°34'E for a distance of 1042.42 feet to the north line of said Lot 43-F, thence S89°57'W along said north line for a distance of 993 feet to the north west corner of Lot 43-F, thence N 0°25'W along the west line of said Lot 43 for a distance of 1327.38 feet to the point of beginning, subject to all existing R. O. W. 's. Also known as Diamond Creek Subdivision Lots 1 thru 50.

THAT it has caused a plat of said lands to be prepared, dividing the property into building lots and streets, and designated the same as Diamond Creek Ranch Subdivision, and has caused said plats to be recorded in the Office of the County Clerk of Park County, Wyoming, in Book C at Page 77.

GENERAL PROVISIONS: WHEREAS, in order to insure the use and development of said property for exclusive residential purposes only, to prevent the impairment of the attractiveness of said property for such purposes, and to maintain property values therein, the undersigned desires and hereby does make and impose upon said real property the restrictions and limitations hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises, the undersigned does hereby and by these presents make, publish, declare and impose upon all of the real property situated and included within the aforementioned Diamond Creek Ranch Subdivision to Park County, State of Wyoming Subdivision, the following restrictions and limitations governing the use and development of all lots within the Subdivision, and does hereby specify and declare said restrictions and limitations shall be and

constitute covenants running with all of the land in the Subdivision and shall be binding upon the undersigned and all persons claiming under it, and shall be for the benefit of, as well as limiting and restricting, all future owners of lots within the Subdivision, to-wit:

RESIDENTIAL: All lots in the Subdivision shall be used exclusively for residential purposes; no building or structure shall be erected, placed, or be permitted to remain on any lot therein other than one, private, single-family dwelling, specifically designed for the use and occupancy of one family, together with an attached or detached garage and suitable barns, sheds or stalls for horses or cows. No manufacturing, commercial, business or other enterprise, whether or not conducted for profit, shall be operated, maintained, or conducted on any lot in the Subdivision except as approved by the Architectural Control Committee or in any structure erected or placed therein, nor shall any structure therein or any part thereof, be used as a boarding or rooming house, nor shall any extractive operation for mineral or oil and gas development of any kind be conducted or permitted in the Subdivision nor shall any signs, billboards, or advertising devices (except suitable signs used to facilitate the sale thereof) be erected, placed or be permitted to remain on any lot within said Subdivision.

TEMPORARY STRUCTURES: No trailer, camper, basement, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used in the Subdivision as a place of residence or habitation, either temporarily or permanently, and, except as the same may be customarily employed by contractors for and during the construction of improvements thereon, no house trailer, camper-trailer, tent, or outbuilding or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot in the Subdivision except that a camper-trailer, mobile home, or boat or snowmobile trailer may be stored for a temporary time on other than the front portion of any lot, provided that the same do not exceed thirty (30) feet in length.

CONTROL: There is hereby established an Architectural Control Committee consisting of three members, and the following persons are hereby named and designated as members of the first such committee: 1. P. J. Livingston, 2. H. Duane Orkney, and 3. David Shippy. A majority of such committee can designate a representative to act for it and in the event of death or resignation of any member the remaining

members shall have full authority to appoint a successor. At any time, the then record owner of a majority of the lots shall have the power through a recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. No member of such committee shall be entitled to any compensation for services performed pursuant to this covenant. This Architectural Control Committee may amend these restrictions upon obtaining approval, in writing, of a majority of the lot owners. Said amendments will, as soon as possible, be recorded with the Clerk of Park County.

ENFORCEMENT: If any person shall violate or attempt to violate any of the provisions of these protective restrictions and covenants then any other person or persons owning real property in the said tract, shall have full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the provisions hereof either to prevent him or them from so doing and/or to recover damages sustained by reason of such violation.

RESIDENTIAL COVENANTS: With respect to the improvements to be erected and situated in the Subdivision, the following, together with all other provisions hereof, shall govern:

1. **APPROVAL** - No building shall be erected, placed, or altered on the exterior on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to have been fully complied with.
2. **CONSTRUCTION COST** - No residence shall be permitted on any lot at a cost of less than \$18,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.
3. **SQUARE FOOTAGE** - Area of the main structure shall not be less than 1000 square feet for a one story dwelling or less than 900 square feet for a two story dwelling. The floor area of residences to be constructed in the subdivision shall be exclusive of one-story open porches and garages, and the ground floor areas may be 750 square feet in split-level construction, and 550 square feet in tri-level construction, provided, however, that the total floor area in split-level and tri-level construction shall not be less than the ground floor area above mentioned.
4. **NUMBER OF STORIES** - No structures shall be erected, altered, placed or permitted to remain in the Subdivision other than a one detached single-

family residence not to exceed two stories in height, split-level, and two stories on a tri-level house, and a detached or attached private garage for not more than three cars.

5. SETBACK - No structure shall be located on any lot in the Subdivision nearer than 25 feet to the front lot line. Or nearer than 25 feet to any street line. No structure shall be located nearer than 10 feet to an interior lot line, except that a 10-foot side yard shall be required for a garage or other permitted accessory building located 25 feet or more from the minimum building setback line. No structure shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes hereof, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot. In the event a residence is turned on a corner lot to face the side street, the setback line at the front of the lot shall be not less than the setback of the adjoining residence, and the setback line on the side street shall be 25 feet. All construction shall be new and no used building shall be moved from outside said Subdivision and placed on any lot therein.

6. AREA - No dwelling shall be erected or placed on any lot having an area of less than 1.5 acres, provided, however, that in making such computation there will be included any area in any adjacent street, to the mid-line thereof.

7. EASEMENTS - Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat, and also, appropriate easements for the installation and maintenance of a suitable ditch or ditches as necessary to provide irrigation water to the several lots in the subdivision.

8. NUISANCE - No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The owners and occupants of the several lots in the Subdivision shall be permitted to keep and maintain suitable barns, sheds or stalls for horses, cows, chickens and fowl. Such buildings, corrals, pastures and the like, shall be so maintained as not to cause noxious or offensive odors to the neighbors.

9. UNDERGROUND UTILITIES - Any and all utilities, including but not limited to electric lines for light or power, cables for television, telephone wires or other similar installations, shall be placed underground to service any residence or appurtenant structures. Only those posts or other similar installations for the support of feeder lines into the Subdivision shall be maintained within the Subdivision proper.

10. IRRIGATION SYSTEM - It shall be and become the obligation of the owner and holder of each lot in the Subdivision to maintain and to clean, at his own cost and expense, in consideration of the mutual obligations by the owners of other lots to do the same, any and all irrigation ditches that are on his property or may hereafter be constructed on his property. In the event any owner of property shall fail, neglect or refuse to maintain or clean his ditch, after a ten-day notice in writing, then the owners and holders of adjacent property who have cleaned and maintained their own ditches may clean and maintain the ditches so neglected, at the cost and expense of the owner of the land on which said ditch is located.

11. CONSTRUCTION TIME - The construction of improvements in the Subdivision shall be completed not later than one year from and after the date upon which such construction was commenced.

12. GARBAGE AND REFUSE DISPOSAL - 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.

13. SEPTIC TANKS - Septic tanks with drain fields or ecologically equal or superior methods shall be used for sewage disposal. All sewage disposal shall be in accordance with applicable State and Federal regulations, and submit plans therefore to the Department of Environmental Quality, State of Wyoming, or their successors prior to construction.

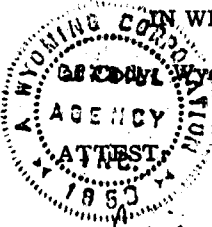
14. TERM - The covenants herein contained shall be and remain in full force and effect for a period of twenty-five (25) years from and after the date hereof, and shall remain in force and effect thereafter for successive ten (10) year periods unless by agreement of the majority of the then owners of lots or tracts in said Subdivision, the terms and provisions hereof are changed, modified or abrogated in whole or in part at the end of the first twenty-five (25) year period or at the end of any succeeding ten (10) year period.

In the event any one or more of the 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.

The covenants herein contained shall be binding upon the undersigned and upon all its successors and assigns, as to any and all of the lots in the Subdivision contained, and are imposed upon the Subdivision as an obligation and charge against all the lands and lots therein situate, for the benefit of the undersigned, its successors and assigns, and as a general plan for the benefit of the Subdivision and those persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part thereof.

IN WITNESS WHEREOF, Cowgill Agency, Inc. has executed this instrument

Wyoming, on the 3 day of September, 1974.



COWGILL AGENCY, INC.

Craig L. Robison

P. J. Livingston
P. J. Livingston, Vice President

STATE OF Wyo.
COUNTY OF Park

The foregoing instrument was acknowledged before me by P. J. Livingston,
Vice President this 3 day of September, 1974.

Witness my hand and official seal.

Audrey K. Peart
Notary



Recorded October 10, 1974 at 1:20 P.M.
In Book 392 Page 312 Park County, Wyo.
No. 152033 Eva E. Larson, County Clerk

DEDICATION

Cowgill Agency, Inc., a Wyoming corporation, and Stephen D. Skinner, hereinafter referred to as GRANTORS, as record owners of the following described property in Park County, Wyoming, to-wit:

The following lots located in Diamond Creek Ranch Subdivision, Park County, Wyoming, as set forth on that certain survey map or plat entitled "Diamond Creek Ranch Subdivision in Lots 43 D, E, F, G & O, T. 52 N., R. 103 W., Park County, Wyoming;" Said plat having been recorded in the Office of the Recorder of Deeds of Park County, Wyoming in Book of Plats, Book C at Page 77:

3-10, 15-24, 26, 31-38, 41-50.

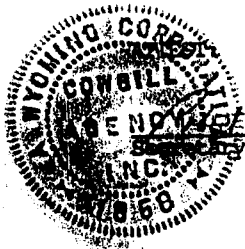
GRANTORS do hereby dedicate to the use of the public forever, for the purpose of locating utility lines including but not limited to, the installation and maintenance of electric lines and telephone lines, the following described property:

- North ten feet of Lots 3, 10, 15, 26, 31, 37 and 38;
- East ten feet of Lots 38, 32, 33, 34, and 35;
- South ten feet of Lot 35;
- West ten feet of Lots 44, 45, 46, 47, 48, and 49;
- North ten feet of Lots 50 and 36;
- West ten feet of Lot 36;
- South five feet of Lots 4, 9, 16, 21, and 24;
- North five feet of Lots 5, 8, 17, 20, and 23;
- North ten feet of Lots 6, 7, 18, 19, and 22;
- East five feet of Lots 8, 41 and 42;
- West five feet of Lots 17 and 43.

A plat showing the above described property as a dotted line is attached hereto and made a part hereof.

DATED this 2nd day of March, 1977.

COWGILL AGENCY, INC.



[Signature]

By *[Signature]*
Glenn W. Nielson
Vice President

[Signature]
Stephen D. Skinner

STATE OF WYOMING)
) ss
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Glenn W. Nielson, Vice President of Cowgill Agency, Inc., a Wyoming corporation, on behalf of this corporation, this 24th day of February, 1977.

WITNESS my hand and official seal.
William P. Reinbeck - NOTARY PUBLIC

[Signature]
Notary Public

My Commission Expires July 19, 1977
My Commission Expires:

STATE OF WYOMING)
) ss
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Stephen D. Skinner this 2nd day of March 1977.

WITNESS my hand and official seal.
William P. Reinbeck - NOTARY PUBLIC

[Signature]
Notary Public

My Commission Expires July 19, 1977
My Commission Expires:

State of Wyoming, }
County of Park, } ss.

This instrument was filed for record on the 4 day of May 1978 at 11:52 o'clock A.M. and duly recorded in Micro Film Book 28 records on page 822

PHYLLIS M. SMITH, Register of Deeds
By Glenn K. Smith Deputy
No. 174833