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DECLARATION OF RESTRICTIVE COVENANTS

ESCHBERG SUBDIVISION

THESE COVENANTS made and entered into this 14 day of Dec, 1984, by and between all persons now owning any rights, title, interest or equity in those lands described as follows, to-wit:

A parcel of land located in Tract 4, Lot 38, T56N, R99W, 6th P.M., Park County, Wyoming, said parcel of land being more particularly described as follows:

BEGINNING at the Southwest corner of said Tract 4, (also Southwest corner of Lot 38); thence proceeding north along the west line of said Tract 4 a distance of 728.52 feet; thence S 89d55m E parallel to the south line of said Tract 4 a distance of 1342.24 feet to a witness corner iron pipe set firmly in the ground; thence continuing S 89d55m E a distance of 15.1 feet to a point of intersection with the centerline of the Shoshone Irrigation District's Lateral "C", thence along the centerline of said Lateral "C" S 17d21m W a distance of 578.43 feet, S 07d39m W a distance of 177.49 feet to the southeast corner of said Tract 4, thence N 89d55m W along the south line of said Tract 4 a distance of 30.0 feet to a witness corner iron pipe set firmly in the ground, thence continuing along the south line of said Tract 4, N 89d55m W a distance of 1131.37 feet to the POINT OF BEGINNING. Said parcel contains 20.9 acres.

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, 2010, 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the majority of the then record owners of the lots has been recorded, whereby these covenants are amended, modified or rescinded in whole or in part.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, successors, 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 of those covenants by judgment or Court Order shall in no way affect any of the other covenants which shall remain in full force and effect.

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The covenants and building restrictions are as follows:

1. RESIDENTIAL USE.

- a. No lots shall be used for any purpose except for a single family residence and such accessory buildings and uses as are herein permitted and as are allowed under the provisions of the zoning regulations of Park County, Wyoming, for residential districts as are now in effect and as may be amended from time to time hereafter.
- 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, dogs, cats, and other household pets. All such livestock and pets shall at all times be confined by fence or leash and shall not any any time be permitted to run at large. No livestock or pets shall be kept, bred or maintained upon any lots for any commercial purposes.

2. BUILDINGS AND IMPROVEMENTS.

- a. Except to the extent necessary during period of actual construction of a residence, if diligently pursued, no trailer, camper, tent, or mobile home, modular home, basement house, garage, barn, outbuilding or other structure of a temporary or mobile nature shall be erected or constructed upon said lot or tract nor used in the subdivision as a place of residence or habitation, either temporarily or permanently, nor shall any old or second-hand building or structures be moved on any lot or tract in the subdivision from any place outside the subdivision. It being the intention hereof that all dwelling, and all buildings erected on the lots or within the subdivision shall be new construction of good quality workmanship and materials, constructed upon the lot site. Such construction shall be completed within one year of the date of commencement of construction.
- 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 upon any lot unless the ground floor area of the main structure, exclusive of porches and garages, shall be at least 1000 square feet and include a minimum of 1 car garage.
- d. No building or dwelling shall be located on any residential lot nearer than forty feet to the front lot line and not nearer than fifteen 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 by the lot owner and such containers shall be kept in a clean, sanitary and sightly condition.
- c. The owner and occupant of each lot shall be responsible for the disposal of trash, garbage and other waste which may accumulate on the lot owned 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 written 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.
- c. When water is ordered for irrigation, all lot owners shall irrigate in rotation. Rotation shall be as follows: Lots 1, 2, 4, 3. If a lot owner can not irrigate his property on the assigned rotation, it shall be passed to the next lot. If a lot owner is not able to water on the rotation schedule, he shall wait until 1st in rotation for that rotation period.
- d. The owner or owners of any lot in the subdivision shall be a member of the Engeberg Association, a nonprofit unincorporated association, organized for the mutual benefit of the Engeberg Subdivision and for the purpose of the orderly management of irrigation water in the Engeberg Subdivision in Park County, Wyoming. Additionally, each lot owner or owners shall comply with and abide by the by-laws, rules and regulations of the Engeberg Association and any amendments thereto.

5. SIGNS.

- a. No signs of any kind shall be erected, placed, or displayed, or permitted to remain upon any lot, except on identification sign or one professional sign, not exceeding two square feet in area, per face, or one "for sale" or "for rent" sign not exceeding five square feet in area per face.
- b. No mechanical or electrical signs shall be erected, placed, displayed or permitted in the subdivision.

6. SEWER.

The owner of each lot shall, whenever required for the use and occupation of such lots install at the costs and expense of the 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.

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7. MODIFICATION AND AMENDMENT.

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 contained 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.

8. ZONING REGULATIONS.

Whenever any provision of the zoning regulations of the County of Park, Wyoming, or any provisions of these covenants, contain any restrictions governing any of the same subject matter, whichever restrictions are more restrictive or impose higher standards or requirements shall govern.

9. ACKNOWLEDGMENT.

We hereby state and acknowledge that we are the sole owners of the property above-described and that we have entered into these covenants and restrictions freely and voluntarily.

IN WITNESS WHEREOF, we have hereunto set our hands as of the day and year first above written.

Daniel L. Engberg
Daniel L. Engberg
Linda K. Engberg
Linda K. Engberg

STATE OF California)
~~WYOMING~~)
COUNTY OF Park) ss

The foregoing instrument was acknowledged before me by Daniel Engberg
Linda K. Engberg, this
14 day of Nov., 1984.

WITNESS my hand and official seal.

D. Engberg
Notary Public
My Commission Expires: _____
Notary Seal

1985 FEB 27

7. MODIFICATION OF THE

The cover of this instrument is hereby terminated and the same is hereby voided and of no effect in any court of law or equity of the State of Wyoming or any other jurisdiction. Such termination and voiding shall be effective from the date of this instrument in any court of law or equity of the State of Wyoming or any other jurisdiction.

8. SOLEMN AFFIRMATION

Whenever the State of Wyoming is called upon to perform any duty or obligation, the State of Wyoming shall perform such duty or obligation in a manner which is consistent with the public interest and the best interests of the State of Wyoming.

9. ACKNOWLEDGMENT

We hereby acknowledge that the above-described instrument is a true and correct copy of the original instrument.

IN WITNESS WHEREOF

above written

[Faint signature]

STATE OF WYOMING

COUNTY OF ~~YARBRO~~

The foregoing

is a true and correct

copy of the original

State of Wyoming) ss.
County of Park
This instrument was filed for record
on the 27 day of FEBRUARY
1985 at 10:32 o'clock A. m. and
duly recorded in the records of the
records of said 185
County of Park
By [Signature]
220556

BY LOCALIZATION