

## DECLARATION OF PROTECTIVE COVENANTS

STATE OF WYOMING )  
 ) SS  
 COUNTY OF PARK )

Irvin R. Gerber and Wilma J. Gerber, husband and wife, each being of lawful age and each first duly sworn upon oath according to law, depose and say as follows:

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

Lot 5 of Section 16, also that part of Farm Unit F of Section 21 according to the amended Farm Unit Plat, described as the  $W\frac{1}{2}NW\frac{1}{4}$  of Section 21, and also the  $SE\frac{1}{4}NW\frac{1}{4}$  of Section 21, being a portion of the Excelsior Mining Claim, Mineral Survey No. 409, all being in T. 53 N., R. 101 W., 6th P.M., Park County, Wyoming.

That as owners they have caused a plat of said lands to be prepared, dividing the property into building lots and streets, and designating the same as Grand View Ranchettes, and have caused the said Plat to be recorded in the office of the County Clerk of Park County, Wyoming in Plat Book E at page 89;

That they intend to convey said lots to various purchasers by deed, subject to the restrictive covenants on the part of purchasers, as 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 have become such before or after the date hereof, and that such covenants will be and become binding upon the heirs, successors and assigns of such owners.

That the invalidation of any of these covenants, by judgment or otherwise, shall in no wise effect any of the other provisions which shall remain in full force and effect.

That these covenants shall be and remain covenants running with the land and shall be effective with respect to all lots in the Grand View Ranchettes and these covenants to be effective from and after the date of the recording of this Declaration of Protective Covenants in the office of the County Clerk of Park County, Wyoming.

Covenant No. 1. All lots in the subdivision, except Lots 5, 6, 9, 11 and 12 in Block 1 and Lots 4, 5 and 12 in Block 3, shall be known and described as residential lots, Those lots not designated as residential lots may be used for water plant sites and facilities, for agriculture purposes and for the exploration, production and development of the mineral estate. No structure or structures shall be erected, altered, placed, and permitted to remain on any residential lot, other than one, detached, single-family dwelling, and a private garage and other appropriate outbuildings incidental to residential use or as allowable under these protective covenants. It is provided, however, that lots designed as residential lots may be used as "church sites" or "nursing home sites" without being in violation of this covenant.

Covenant No. 2. 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 Two Hundred (1,200) square feet.

Covenant No. 3. No building or dwelling shall be located on any residential lot nearer than Twenty-five (25) feet to the front lot line and not nearer than Twenty-five (25) feet to any side or rear lot line. For the purposes 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.

Covenant No. 4. There shall be no subdivisions of said tract, nor of the lots, which would result in a unit smaller than the smallest lot now laid out in the original Plat, with the exception of Lot 4, Block 1, which at the owner's discretion may be divided into two tracts.

Covenant No. 5. Necessary easements for installation and maintenance of utilities are reserved and when possible shall be located in the platted streets. Also, all necessary easements are reserved against and in favor of each lot or tract for suitable ditches necessary to provide irrigation and drainage to the subdivision. All owners shall cooperate in the proper division of irrigation water and the maintenance and clearing of ditches.

Covenant No. 6. All utilities shall be buried underground. The existing ditches may be used for irrigation but any new irrigation systems that are constructed shall be underground sprinkling systems.

Covenant No. 7. No noxious or offensive activities 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. No persons shall park or leave standing upon any property, or street abutting thereon, any motor vehicle which shall not have a current registration or license plates, or which shall be in a state of disrepair or being used to supply substitute or junk parts for other vehicles.

Covenant No. 8. No livestock, except horses, sheep, cows and fowl used for domestic purposes may be kept upon any lot in the subdivision. The owners and occupants of the several lots in the subdivision shall be permitted to keep and maintain suitable barns, sheds, stalls, pens or corrals for any such animals kept for domestic purposes, but all shall be kept and maintained so as not to be unsightly and not to cause noxious or offensive odors to the neighbors. Any pets kept on the premises shall be controlled and maintained so as not to be offensive or a nuisance to the neighbors.

Covenant No. 9. No structure of a temporary character nor any trailer, including mobile homes, even though the wheels have been removed and the mobility terminated, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. All construction commenced shall be pursued with reasonable diligence and shall be completed within not less than Three Hundred Sixty-five (365) days and no uncompleted structure shall be used as a residence. All construction shall be new and no old or used building may be moved from another location on to any lot in the subdivision.

Covenant No. 10. No obstruction, engineering works, building or other structure will be built, created, or constructed over any of the pipelines crossing any of the lots in the Grand View Ranchettes.

Covenant No. 11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any residential lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any residential lot.


Covenant No. 12. No lot, or any portion thereof, 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 storage or disposal of such material shall be kept in a clean and sanitary condition.

Covenant No. 13. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of Twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of Ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Covenant No. 14. Any violation of the covenants, conditions and restrictions contained herein may be enjoined in a court of law or equity by the undersigned or by an owner of record of one or more lots in the subdivision, and any person violating said covenants, conditions or restrictions shall be liable for damages to the remaining owners of said lots in the subdivision.

Covenant No. 15. Invalidation of any one or more of these covenants by judgment or court order, or otherwise, shall in no wise effect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 30 day of MAY, 1973.

  
Irvin R. Gerber

  
Wilma J. Gerber

STATE OF WYOMING )  
 ) SS  
COUNTY OF PARK )

The foregoing instrument was acknowledged before me this 30  
day of MAY, 1973, by Irvin R. Gerber and Wilma J. Gerber.

Witness my hand and official seal.



K. L. Miller  
Notary Public

State of Wyoming, }  
County of Park, } ss.  
This instrument was filed for record  
on the 1 day of June  
19 73 at 10:15 o'clock A. M., and  
duly recorded in Book 376  
records on page 363  
Eva E. Larson  
Registry of Deeds  
By Eileen V. Kindler  
Deputy  
No. 145785 Fees, \$ 7.00

Grandview Ranchettes

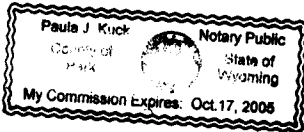
AFFIDAVIT TO AMEND THE DECLARATION  
OF PROTECTIVE COVENANTS  
(Covenant No. 1)

I, Kathy G. Mathews, do hereby swear and affirm on October 24, 2003, that the list of names, signatures and votes of the Grandview Improvement Association land owners herein are in accordance with the Grandview By-Laws and Articles of Incorporation and the Declaration of Protective Covenants.

Kathy G. Mathews  
Kathy G. Mathews

STATE OF WYOMING }  
COUNTY OF PARK } ss

The foregoing was sworn to and signed before me personally by Kathy G. Mathews on October 24, 2003.



Paula J. Kuck  
Notary Public

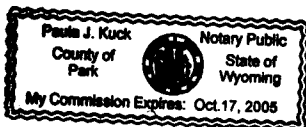
My commission expires: October 17, 2005

I, Daniel I. Gerber, do hereby swear and affirm on October 24, 2003, that the list of names, signatures and votes of the Grandview Improvement Association land owners herein are in accordance with the Grandview By-Laws and Articles of Incorporation and the Declaration of Protective Covenants.

Daniel I. Gerber  
Daniel I. Gerber

STATE OF WYOMING }  
COUNTY OF PARK } ss

The foregoing was sworn to and signed before me personally by Daniel I. Gerber on October 24, 2003.



Paula J. Kuck  
Notary Public

My commission expires: October 17, 2005

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erected, altered, placed, and permitted to remain on any residential lot, other than one, detached, single-family dwelling, and a private garage and other appropriate outbuildings incidental to residential use or as allowable under these protective covenants. It is provided, however, that lots designed as residential lots may be used as "church sites" or "nursing home sites" without being in violation of this covenant."

3. The Declaration of Protective Covenants recorded herein on June 1, 1973, shall otherwise remain in full force and effect.

4. The parties herein further agree and stipulate that the Amended Declaration of Protective Covenants, Covenant No. 1, shall be recorded together with the said Declaration of Protective Covenants Recorded June 1, 1973, Book 376 and Page 363.

DATED: September 29, \_\_\_\_\_, 2003.

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BLOCK#	LOT #	SIGNATURE NAME	YES	NO	NAME PRINTED	DATE
Block 1	Lot 1	Joyce L. Greer	X		Harold F. & Joyce L. Greer Living Trust - 7/19/03	
Block 1	Lot 2	Mary M. Olson	X		Mary M. Olson	8/9/03
Block 1	Lot 3	John L. Debur	X		John L. Debur	7/19/03
Block 1	Lot 4	Glenrose P. Lemburg		X	Glenrose Plenburg	8-9-03
Block 1	Lot 5	Wilma J. Gerber	X		Wilma J. Gerber	4-12-03
Block 1	Lot 6	Wilma J. Gerber	X		Wilma J. Gerber	4-12-03
Block 1	Lot 7	Don Gerber	X		Don Gerber	4-2-03
Block 1	Lot 8	Don Gerber	X		Don Gerber	4-2-03
Block 1	Lot 9	Wilma Gerber	X		Wilma J. Gerber	4-12-03
Block 1	Lot 10	Donald Acton	X		DONALD ACTON	3-23-03
Block 1	Lot 11	Donald Acton	X		DONALD ACTON	3-23-03
Block 1	Lot 12	Wilma Gerber	X		Wilma J. Gerber	4-12-03
Block 1	Lot 13	Wilma Gerber	X		Wilma J. Gerber	4-12-03
Block 1	Lot 14	Dennis W. Wagner	X		Dennis W. Wagner	7-20-03
Block 2	Lot 1	Steve Novokovich	X		Steve Novokovich	3-23-03
Block 2	Lot 2	Jim Keilholz	X		Jim Keilholz	4-28-03
Block 2	Lot 3	Randall A. Veriz	X		RANDALLA VERIZ	4/28/03
Block 2	Lot 4	Gary L. Carlson	X		GARY L. CARLSON	9/13/03

BLOCK#	LOT #	SIGNATURE NAME	YES	NO	NAME PRINTED	DATE
Block 2	Lot 5	<i>Kevin Johnson</i>	X		KEVIN JOHNSON	4-28-03
Block 2	Lot 6	<i>Kathleen G. Matthews</i>	X		KATHY G. MATTHEWS	4-28-03
Block 2	Lot 7	<i>Wayne C. Shirley &amp; K. Hanson</i>	X		WAYNE C. SHIRLEY & K. HANSON	4/21/03
Block 2	Lot 8	<i>Larri M. Webber</i>	X		LARRI M. WEBBER	7/30/03
Block 2	Lot 9	<i>Edward D. Wise</i>	X		EDWARD D. WISE	07/30/03
Block 2	Lot 10	<i>Richard A. Newell</i>	X		RICHARD A. NEWELL	28 Apr 03
Block 2	Lot 11	<i>Louis P. Cicci</i>	✓		Louis P. Cicci	7/19/03
Block 2	Lot 12	<i>Gary W. Hansen</i>	X		GARY W. HANSEN	7-19-03
Block 2	Lot 13	<i>Terroll Wolf</i>	X		Terroll Wolf	7-19-03
Block 2	Lot 14	<i>David Showell</i>	X		DAVID SHOWELL	4/2/03
Block 3	Lot 1	<i>Diana M. Smith</i>	X		Diana M. Smith	4-12-03
Block 3	Lot 2	<i>Justin Kelly</i>	X		Justin Kelly	3-23-03
Block 3	Lot 3	<i>Dan Gerber</i>	X		Dan Gerber	4-2-03
Block 3	Lot 4	<i>Wilma J. Gerber</i>	X		Wilma J. Gerber	4-12-03
Block 3	Lot 5	<i>Kathy G. Matthews</i>	X		KATHY G. MATTHEWS	4-28-03
Block 3	Lot 6					
Block 3	Lot 7	<i>David A. Falter</i>	X		DAVID A. FALTER	7-21-03
Block 3	Lot 8	<i>Clint W. Dawson</i>	X		Clint W. Dawson	7/21/03
Block 3	Lot 9	<i>Roy A. Brainerd</i>	X		Roy A. Brainerd	7-19-03
Block 3	Lot 10	<i>Walter + Geraldine Estes</i>	X		Walter + Geraldine Estes	4/28/03
Block 3	Lot 11	<i>Elizabeth A. Moon</i>	X		Elizabeth A. Moon	3/23/03
Block 3	Lot 12	<i>Elizabeth A. Moon</i>	X		Elizabeth A. Moon	3/23/03
Block 3	Lot 13	<i>Steve Keller</i>			Steve Keller	7-19-03
Block 3	Lot 14	<i>Randy L. Preston</i>	X		Randy L. Preston	7-19-03
Block 3	Lot 15	<i>Barbara L. Schreiner</i>	X		BARBARA L. SCHREINER	4-12-03
Block 3	Lot 16	<i>Barbara L. Schreiner</i>	X		Barbara L. Schreiner	4-12-03
Block 3	Lot 17	<i>Wilma J. Gerber</i>	X		Wilma J. Gerber	4-12-03
Block 3	Lot 18	<i>Wilma J. Gerber</i>	X		Wilma J. Gerber	4-12-03
Block 3	Lot 19	<i>Wilma J. Gerber</i>	X		Wilma J. Gerber	4-12-03
Block 3	Lot 20	<i>Wilma J. Gerber</i>	X		Wilma J. Gerber	4-12-03

PARK COUNTY, CODY, WY  
KAREN CARTER, COUNTY CLERK

REC \$23.00

10/24/2003 #2003-10266  
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BLOCK# LOT #	SIGNATURE NAME	YES	NO	NAME PRINTED	DATE
Block 2 Lot 5	<u>Kenn Johnson</u>	X		KENN JOHNSON	4-28-03
Block 2 Lot 6	<u>Kathleen G. Matthews</u>	X		KATHY G. MATTHEWS	4-28-03
Block 2 Lot 7	<u>Wayne C. Shirley</u>	X		WAYNE C. SHIRLEY	4/21/03
Block 2 Lot 8	<u>Larri M. Webster</u>	X		LARRI M. WEBSTER	7/30/03
Block 2 Lot 9	<u>Edward D. Wise</u>	X		EDWARD D. WISE	07/30/03
Block 2 Lot 10	<u>Richard A. Newell</u>	X		RICHARD A. NEWELL	28 Apr 03
Block 2 Lot 11	<u>Louis P. Cicci</u>		✓	LOUIS P. CICCI	7/19/03
Block 2 Lot 12	<u>Gary W. Hansen</u>	X		GARY W. HANSEN	7-19-03
Block 2 Lot 13	<u>Jerrold Wolf</u>	X		JERROLL WOLF	7-19-03
Block 2 Lot 14	<u>David Howell</u>	X		DAVID HOWELL	4/2/03
Block 3 Lot 1	<u>Diana M. Smith</u>	X		DIANA M. SMITH	4-12-03
Block 3 Lot 2	<u>Justin Kelly</u>	X		JUSTIN KELLY	3-23-03
Block 3 Lot 3	<u>Dan Gerber</u>	X		DAN GERBER	4-2-03
Block 3 Lot 4	<u>Wilma J. Gerber</u>	X		WILMA J. GERBER	4-12-03
Block 3 Lot 5	<u>Kathleen G. Matthews</u>	X		KATHY G. MATTHEWS	4-28-03
Block 3 Lot 6	<u>Constance Ryan-McKenna</u>	X		CONSTANCE RYAN-MCKENNA	9/20/03
Block 3 Lot 7	<u>David A. Falak</u>	X		DAVID A. FALAK	7-24-03
Block 3 Lot 8	<u>Clint W. Dawson</u>	X		CLINT W. DAWSON	7/21/03
Block 3 Lot 9	<u>Roy A. Brainerd</u>	X		ROY A. BRAINERD	7-19-03
Block 3 Lot 10	<u>Walter + Geraldine Estes</u>	X		WALTER + GERALDINE ESTES	4/28/03
Block 3 Lot 11	<u>Elizabeth A. Moon</u>	X		ELIZABETH A. MOON	3/23/03
Block 3 Lot 12	<u>Elizabeth A. Moon</u>	X		ELIZABETH A. MOON	3/23/03
Block 3 Lot 13	<u>Steve Keller</u>	X		STEVE KELLER	7-19-03
Block 3 Lot 14	<u>Randy L. Preston</u>	X		RANDY L. PRESTON	7-19-03
Block 3 Lot 15	<u>Barbara L. Schwing</u>	X		BARBARA L. SCHWING	4-12-03
Block 3 Lot 16	<u>Barbara L. Schwing</u>	X		BARBARA L. SCHWING	4-12-03
Block 3 Lot 17	<u>Wilma J. Gerber</u>	X		WILMA J. GERBER	4-12-03
Block 3 Lot 18	<u>Wilma J. Gerber</u>	X		WILMA J. GERBER	4-12-03
Block 3 Lot 19	<u>Wilma J. Gerber</u>	X		WILMA J. GERBER	4-12-03
Block 3 Lot 20	<u>Wilma J. Gerber</u>	X		WILMA J. GERBER	4-12-03

## AMENDED DECLARATION OF PROTECTIVE COVENANTS

STATE OF WYOMING )  
  ) SS  
COUNTY OF PARK  )

GRAND VIEW RANCHETTES  
Recorded June 1, 1973 – Book 376 and Page 363

### “Covenant No. 1”

Covenant No. 1: All lots in the subdivision, except Lot 5, in Block 1 shall be known and described as residential lots. Those lots not designated as residential lots may be used for water plant sites and facilities, for agriculture purposes and for the exploration, production and development of the mineral estate. No structure or structures shall be erected, altered, placed, and permitted to remain on any residential lot, other than one, detached, single-family dwelling, and a private garage and other appropriate outbuildings incidental to residential use or as allowable under these protective covenants. It is provided, however, that lots designed as residential lots may be used as “church sites” or “nursing home sites” without being in violation of this covenant.

PARK COUNTY, CODY, WY  
KAREN CARTER, COUNTY CLERK

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