

**DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS OF
THE HOLM VIEW ADDITION NO 5
WITHIN THE CITY OF CODY, PARK COUNTY, STATE OF WYOMING**

This Declaration made this 11 day of December 2014, by HOLM VIEW ADDITION, hereinafter referred to as "Declarant", as owner of the HOLM VIEW ADDITION NO. 5 within the City of Cody, Park County, Wyoming: said subdivision plat having been recorded in the office of the Recorder of Deeds of Park County, Wyoming in Plat Book M at page 67.

WHEREAS, it is the desire and intention of the Declarant to sell the above described real property and to impose upon it mutual and beneficial restriction, conditions, easements, and covenants under a general plan or scheme of improvement for the benefit of all the said lands sold by Declarant and the future owners of said lands,

NOW, THEREFORE, said owners hereby declare that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the lands; and are established and agreed upon for the purposes of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof

**I
DECLARANT**

Whenever the term "Declarant" appears herein, it shall include the Declarant herein, its successors or assigns.

**II
DURATION OF RESTRICTIONS**

All of the conditions, covenants, and reservations set forth in this Declaration of Restrictions shall continue and remain in force and effect at all times against said property and the owners thereof, subject to the right of change or modification provided for herein, until twenty-five (25) years, and shall as then in force be continued for a period of twenty (20) years, each without limitation, unless a written agreement is executed by the then record owners of more than three-fourths in area of said property with one vote per lot and not owner, exclusive of streets, parks, and open spaces, be placed on record in the office of the County Recorder of Park County, by the terms of which agreement of any of said conditions or covenants are changed, modified or extinguished in whole or in part as to all or any part of the property originally subject thereto, in the manner and to the extent therein provided.

III
MUTUALITY OF BENEFIT & ENFORCEMENT

All of said restrictions, conditions, easements, covenants, provisions, agreements, liens and charges set forth herein are made for the mutual and reciprocal benefit of each and every lot shown on said map and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all other lots shown on said map; to create reciprocal rights between the respective owners of all the lots shown on said map to ensure privacy in a quality residential environment; to create a privity of contract and estate between the grantees of said lots, and their heirs, successors and assigns; and shall as to the owner of each lot in said subdivision, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in said subdivision and their respective owners. Right of Enforce: The provisions contained in this Declaration shall bind and inure to the benefits of and be enforceable by Declarant, by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns, and failure by Declarant, or any property owner, or their legal representative, heirs, successors or assigns to enforce any of said restrictions, conditions, covenants, or reservations shall in no event be deemed a waiver of the right to do so thereafter.

IV
LAND USE

All lots, tracts, and parcels of the subdivision shall be used only as herein set forth and such designated usage can be changed only by the approval of the Architectural Control Committee as provided for herein. All lots of the subdivision shall be used only for single family residence, except those lots whose use is specifically indicated for purposes other than single family as set forth herein, except that nothing contained in this Declaration shall be construed to prevent Declarant from erecting and maintaining or authorizing the erection and maintenance of structures and signs for the development and sale of the subdivision while the same or any part thereof is owned by Declarant. Unless otherwise provided herein (See Article XVII) no building shall be erected, altered, placed or permitted to remain on any lot, other than one single family dwelling and a private garage. The garage shall not be required to be attached to said single family dwelling. "Family" is defined to mean persons related by blood or marriage or by legal adoption.

V
APPROVAL TO BUILD - ARCHITECTURAL CONTROL COMMITTEE (ACC)

The Architectural Control Committee, is also hereinafter referred to as the ACC. Prior to any excavation or construction, a complete set of plans and specifications including elevation plan with roof pitch, and an exterior finish schedule to include materials and color shall be submitted to the ACC for any residence or addition there to and other structures whatsoever to be erected on any lot. In addition, the landscape plan must be approved by the ACC prior to installation. Plans must also be submitted for any later changes or additions thereto after initial approval thereof. Exterior remodeling, reconstruction, alterations or additions to any building or other structures on any lot shall be subject to

and shall require the approval, in writing, of the ACC, as the same is from time to time composed. Approval to be obtained before any such excavation, constructions, remodeling or addition work is begun. The ACC shall approve or disapprove plans, specifications, and details within ten (10) days from the receipt thereof and will retain said plans.

The ACC shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid in the event such plans, specifications, and details are not in accordance with all of the provisions of this Declaration, if the design or color schemes of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, if the plans and specifications or details, or any part hereof, are contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof, all in the sole discretion of the ACC. The decisions of the ACC shall be final.

Neither the Declarant, the ACC nor any architect or agent thereof or Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications.

The ACC shall be composed of five members appointed by Declarant until 75% of all lots in said subdivision are sold. When 75% of all of the lots in said subdivision have been sold by Declarant, the owners of all of the lots, each lot having a deed of record evidencing ownership being entitled to one vote, shall vote for the election, by a majority of those casting votes, of the filling of five positions on the ACC, each position to be held by a lot owner. Vacancies thereafter shall be filled by a majority vote of the owners of all lots, each lot having a deed of record evidencing ownership being entitled to one vote.

VI LOT AREA

No lot shall be subdivided, or its boundary lines changed, except with the consent of the City Council according to the subdivision ordinances. However, Declarant hereby expressly reserves the right to replat any two (2) or more lots shown on the plat of said subdivision prior to their sale in order to create a modified building lot or lots. The provisions hereof shall apply to each such lot so created.

VII BUILDING LOCATION

All buildings shall be erected in compliance with the zoning ordinances and City Building Code of Cody, Wyoming.

VIII
NUISANCES

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. No commercial activity shall be carried on upon any lot or street including but not limited to the parking of commercial vehicles within the subdivision.

IX
EASEMENTS

Perpetual easements are reserved over and across the lots in the subdivision for the purpose of installing, repairing, and maintaining, or conveying to proper parties so that they may install, repair, and maintain electric power, water, sewerage,, gas, telephone, and similar utility facilities and services, for all the lots and properties in the subdivision as follows: All easements shown on the recorded plat of the subdivision are adopted as part of these restrictions; and in instances in which surrounding terrain may necessitate the location of lines outstanding outside the precise areas designated as easement areas, access may be had at all reasonable times thereto, for maintenance, repair, and replacement purposes, without the lot owner being entitled to any compensation or redress by reason of the fact that such maintenance, repair or replacement work has proceeded. The easements reserved and dedicated under the terms and provisions hereof shall be for general benefit of the subdivision as herein defined and any other land owned or acquired by Developer in the vicinity thereof, and shall also inure to the benefit of and may be used by any public or private utility company entering into and upon said property for the purposes aforesaid, without the necessity of any further grant of such easement rights to such utility companies.

X
TEMPORARY STRUCTURES

No structures of a temporary nature, trailer, basement house, modular home, mobile home, tent, shack, garage, barn or other outbuildings shall be used at any time as a residence either temporarily or permanently. No old or secondhand structures shall be moved onto any of said lots, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within said subdivisions, shall be new construction of good quality workmanship and materials. A structure for the storage of lawn mower, garden supplies, etc. may be allowed if said structure matches style of residence and is approved by the ACC.



XI
SIGNS

Except for the Holm View Addition sign, no billboard of any character shall be erected, posted, painted or displayed upon or about any of said property. No sign, except "For Sale" or "For Lease" signs of customary and reasonable dimensions and design shall be erected or displayed upon or about said property unless and until the form, dimensions, and design of said sign has been submitted to and approved by the ACC. The ACC shall have the authority to require removal of any "For Sale" or "For Lease" sign that is determined by it to be contrary to customary and reasonable dimensions and/or design.

XII
MINING

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XIII
ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled and kept pursuant to city and county ordinances.

XIV
GARBAGE & REFUSE DISPOSAL

No lot, street, alleyway, or common space shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. No rubbish, trash, papers, junk or debris shall be burned upon any lot except that trash may be burned inside homes that are properly equipped with inside incinerator units. Any owner of a lot which is not served by a public alley directly to the rear of said lot shall be required to place its garbage cans near the street for collection on days as prescribed by the garbage service. Under no circumstances shall any type of garbage container be left exposed on the front of a lot for a period of time in excess of twelve (12) hours after collection, and no container shall be placed near the street for collection more than twelve (12) hours prior to the designated collection time - strictly controlled and kept pursuant to city and county ordinances.

In the event garbage and refuse remain on any lot in view of other lot owners for more than 15 consecutive days, any other lot owner may deliver the owner of the offending lot a certified letter at the address designated with the county assessor of Park County, Wyoming, and notify said offending lot



owner that such garbage and refuse shall be removed and disposed of within 5 days of said notice is such offending lot owner fails to remove it himself. Any costs of removing said garbage or refuse shall be billed to the offending lot owner and shall operate as a lien on his property.

XV
WATER SUPPLY

All lots shall tap into City of Cody domestic water lines and no individual domestic water supply system shall be used or permitted to be used on any lot or group of lots.

XVI
VEHICLE PARKING

Other than automobiles and pick-up trucks, no vehicle of any kind, including but not limited to unused automobiles, trucks, tractors, commercial vehicles, busses, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three-wheeled motor vehicles, or other wheeled vehicles shall be permitted to park on any public street or right of way within the subdivision.

XVII
STRUCTURES

The following are suggested limitations or restrictions placed on the lots as follows: Any deviation therefrom must be approved by the ACC.

Lots 1,2,3, & 4

Single family residences of no more than one floor above ground. No dwelling shall be erected or permitted to remain on any said lot having a floor area less than 1800 square feet (when measured to exterior walls exclusive of basements, attics, garages, and porches) plus a garage area of less than 400 square feet (when measured to exterior walls). Minimum roof pitch to be 6 and 12.

Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, & 16

Single family residences of no more than two floors above ground. No one story dwelling shall be erected or permitted to remain on any said lot having a floor area of less than 1600 square feet (when measured to exterior walls exclusive of basements, attics, garages, and porches) plus a garage area of less than 400 square feet (when measured to exterior walls). No one story home will be permitted with a roof pitch of less than 6 and 12. If any dwelling contains less than 1600 square feet on the main living level, it must have a total floor area of no less than 2300 square feet (when measured to exterior walls exclusive of basement, attics, garages, and porches) with a minimum of 1400 square feet being on the first floor of said dwelling, plus a garage area of not less than 400 square feet (when measured to exterior walls). No dwelling over two (2) stories shall be permitted.



XVIII
FENCES/HEDGES

All fences/hedges constructed in the subdivision must be built or grown in accordance with all other articles of these covenants. No wall, coping, fence or hedge exceeding six (6) feet in height measured from ground surface may be erected, maintained or grown on Lots 5 through 16 except as approved by the ACC. No wall, coping, fence or hedge exceeding four (4) feet in height measured from ground surface may be erected, maintained or grown on Lots 1 through 4 except as approved by the ACC. No wall, fence, hedge or boundary planting on any lot may be constructed, grown or maintained in such a manner as to interfere with the vision of drivers at any intersection of streets or roads. No fence shall extend into front yard beyond the front of any residence.

XIX
CONSTRUCTION & LANDSCAPING

The construction of improvements shall be substantially completed not later than twelve (12) months from the date upon which excavation was begun. Within twelve (12) months after completion of the exterior of any structure, the landscaping of the lot must be substantially completed. Such landscaping shall include, but not be limited to, the preparation for and planting of lawn, grass or other appropriate ground cover and appropriate shrubbery. Said landscaping shall include installation and maintenance of the "boulevard strip" owned by the City of Cody between sidewalk and street. If cottonwood trees are planted, said cottonwood trees shall be of the cottonless variety. Trees must comply with City of Cody Tree ordinance. Landscaping plans must be approved by ACC prior to installation. Diseased trees must be removed by the homeowner at his own expense within a reasonable time after the diseased condition is discovered by the lot owner.

XX
SIDEWALKS

All lot owners shall maintain sidewalks on the front of all lots (and sides of corner lots). Sidewalks damaged from construction of improvements, trucks or other causes shall be promptly removed and replaced by the lot owner at his own expense.

XXI
APPEARANCE OF LOTS

A. Each lot, at all times, shall be kept in a clean, sightly, and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any lot so they are visible from any neighboring lot or road, except as necessary during a period of construction.

B. No lot shall be used in whole or in part for the storage of any property or thing that will cause such a lot to appear in any unclean, disorderly or untidy condition or that will be otherwise obnoxious. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done, placed or



stored thereon which may be or become an annoyance or nuisance to the neighborhood or occasion any noise or odor which will, or might, disturb the peace, quiet, comfort or serenity of the occupants of nearby lots.

C. Each purchaser shall be responsible for the maintenance of all property between his side yard lot lines and from his rear lot line to the alley and street abutting his lot, whether that property is owned by him or by any governmental unit.

XXII
MAILBOX

All lot owners shall comply with the U.S. Postal Authority's requirements for mailboxes, which may include the requirement that mailboxes be clustered within the subdivision.

XXIII
VARIANCES

A. The ACC shall have power to and may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein; provided, however, that such is done in conformity to the intent and purposes hereof; and, provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood. Variances and adjustments of height, size, and setback requirements may be granted hereunder, but shall also be subject to the requirements of the City of Cody.

B. In the event there shall be governmental regulations which conflict with or prevent works of construction or improvements in the manner as required by the within regulations, these circumstances shall be deemed to constitute practical difficulties, justifying allowances of variances and adjustments of said regulations in order to prevent unnecessary hardship; provided, however, that in every instance the variance or adjustment shall not be materially detrimental or injurious to property or improvements in the neighborhood.

XXIV
ACCEPTANCE OF DECLARATION AND ACKNOWLEDGEMENT

Each purchaser and grantee of any of the properties subject to this Declaration, by acceptance of a deed conveying title thereto, shall accept such title upon and subject to each and all of the provisions, restrictions, conditions, easements, covenants, agreements, liens, and charges herein contained, and also the jurisdiction, rights, and powers of this Declarant, and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent, and agree to and with

the Declarant, and to and with the grantees and subsequent owners of each of said lots within the subdivision to keep, observe, comply with and perform said provisions, restrictions, conditions, easements, covenants, agreements, liens and charges and each thereof.

XXV
NO RIGHTS WAIVED BY DELAY

No delay or omission on the part of the Declarant or the owner or owners of any lot or lots in said property, in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, restrictions, conditions, easements, covenants, agreements, liens, and charges herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against Declarant for or on account of their failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach or for imposing herein provisions, restrictions conditions, easements, covenants, agreements, liens, and charges which may be unenforceable. thereof or acquiescence therein, and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against Declarant for or on account of their failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach or for imposing herein provisions, restrictions conditions, easements, covenants, agreements, liens, and charges which may be unenforceable.

XXVI
PARTIAL INVALIDITY

In the event that any one or more of the provisions, restrictions, conditions, easements, covenants, agreements, liens, and charges herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, restrictions, conditions, easements, covenants, agreements, liens, and charges herein set forth shall continue unimpaired and in full force and effect.

XXVII
AMENDMENTS

Any or all of the provisions of this Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens, and Charges may be annulled, amended or modified at any time by the filing in the Park County, Wyoming, Recorder's office of an instrument setting forth such annulment, amendment or modification, executed by the owner or owners of record as shown by the land records of Park County, Wyoming, at the time of the filing of such instrument of seventy-five (75%) percent of the property (computed by number of lots) encompassed within the Holm View Addition No. 5. The property encompassed within the Holm View Addition No. 5 is defined, for the purpose of this paragraph only, as the lots shown on the recorded plat of said subdivision.



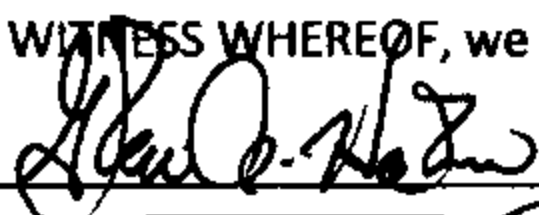
**XXVIII
CAPTIONS**

The captions of the various paragraphs of this Declaration are for convenience only and are not a part of the Declaration, and do not in any way limit or amplify the terms or provisions thereof.

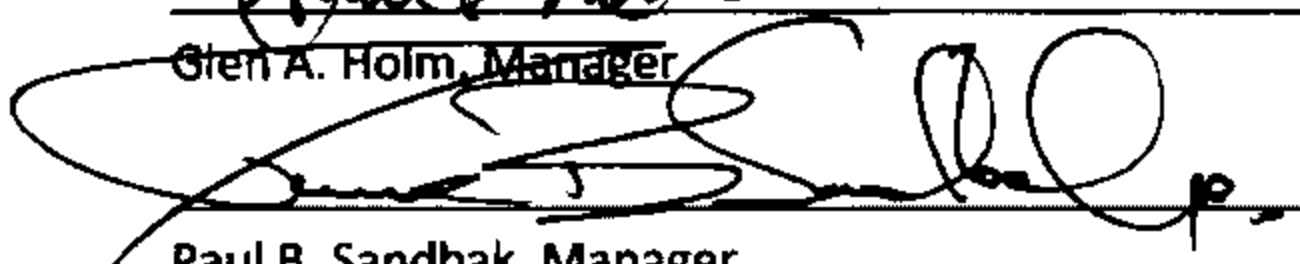
**XXIX
ASSIGNMENT OF POWERS**

Any and all rights and powers of the Grantor herein contained may be delegated, transferred or assigned. Wherever the term "Grantor" is used herein, it includes assigns or successors in interest of the Grantor.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of December, 2014.



Glen A. Holm, Manager



Paul B. Sandbak, Manager



Gloria Frisby Hedderman, Manager

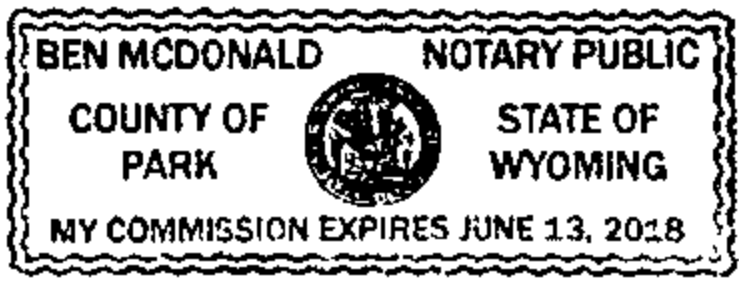
STATE OF WYOMING)


) SS

County of Park)

The foregoing instrument was acknowledged before me by Glen A. Holm, Manager of Holm View Addition, L.C. this 5 day of December, 2014.

Witness my hand and official seal.





Notary Public

My commission expires:
JUNE 13, 2018

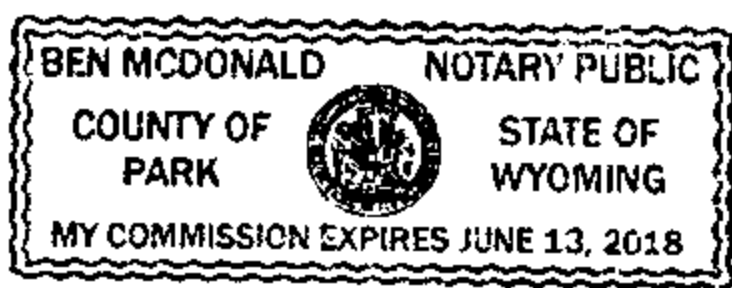
STATE OF WYOMING)

) SS

County of Park)

The foregoing instrument was acknowledged before me by Paul B. Sandbak, Manager of Holm View Addition, L.C. this 11 day of December, 2014.

Witness my hand and official seal.



Ben McDonald

Notary Public

My commission expires:

JUNE 13, 2018

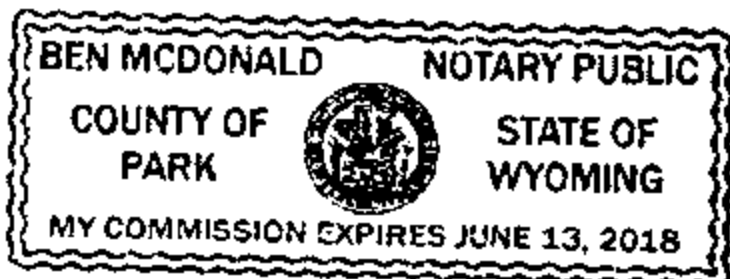
STATE OF WYOMING)

) SS

County of Park)

The foregoing instrument was acknowledged before me by Gloria F. Hedderman, Manager of Holm View Addition, L.C. this 8 day of December, 2014.

Witness my hand and official seal.



Ben McDonald

Notary Public

My commission expires:

JUNE 13, 2018

