Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, famial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

A F F I D A V I T

DECLARATION OF PROTECTIVE COVENANTS

LAKEVIEW ESTATES, LOT 38 and 44, TOWNSHIP 52 NORTH, RANGE 103 WEST, PARK COUNTY, WYOMING

STATE OF WYOMING)
) ss.
County of Park)

Myron C. Calkins and June M. Calkins, husband and wife, and C. C. deMaris, a single person, each being of lawful age and first duly sworn according to law, depose and say:

That they are the owners of all Lots and Blocks of land located within Lakeview Estates of Lot 38 and 44, Township 82 North, Range 103 West, Park County, Wyoming.

That Affiants herein intend to convey said Lots as owned by them and as set forth to various purchasers, by deeds, subject to the restrictive covenants on the part of the purchasers as hereinafter set forth, to the end that the restrictions herein imposed shall inure to the benefit to the each and all of the purchasers of said Lots, and their respective heirs and assigns; that the invalidation of any of these covenants by judgment or otherwise shall in no way affect 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 lands located within said "Lakeview Estates" Subdivision, from and after the date of recording of this Affidavit in the office of the County Clerk of Park County, Wyoming; EXCEPTING only, that the said Myron C. Calkins, June M. Calkins, and C. C. deMaris, the present owners of said lands may continue farming and ranching on the unsold lands until one-half (½) of said Lots

have been sold or until five (5) years from the date of recording this Affidavit, whichever occurs first.

COVENANTS AS TO ALL LOTS AND BLOCKS

COVENANT A: No noxious or offensive trade or activity shall be carried on upon any of the said Lots or Blocks nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

COVENANT B: No trailer, basement, tent, shack, garage, barn, or any other outbuildings erected or placed on said Lots or Blocks shall at any time be used as a residence.

COVENANT C: Any building or residence erected on said premises shall be of new construction and no old building or buildings shall be moved on said premises.

COVENANT D: No swine, goats, sheep or poultry, including chickens, shall be permitted on said premises. No dogs or cats or pets shall be raised or cared for on a commercial basis.

COVENANT E: No Lot or Block shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes 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.

COVENANT F: Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded plat.

COVENANT G: No buildings shall be erected, placed or altered on any Lot or Block until the construction plans and specifications and a plan showing the location of each structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of the external design with existing structures and as to location with respect

to typography and finished grade elevation. No fence or wall shall be erected, placed or altered on any Lot or Block nearer to any street than 25 feet unless similarly approved. Approval shall be by the Architectural Control Committee composed of Myron C. Calkins, C. C. deMaris and the Chairman of the Board of County Commissioners of Park County. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this Covenant. At any time the then record owners of a majority of the Lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties. The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the Committee or its designated representatives fail to approve or disapprove any plan or proposal within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

COVENANT H: No living quarters, temporary or otherwise, are to be maintained in a basement of a dwelling under construction unless the building is first framed in and the exterior completed. No trailer house shall be placed or maintained on any Lot except with written permission of the Architectural Control Committee. Such permission shall only be granted if a dwelling meeting the standards required for said Lot as hereinafter more fully

described is to be constructed, and then only during the period of actual construction, but in no event exceeding 12 months.

COVENANT I: Any owner of any Lot or Tract who maintains or permits the maintenance of any horses or other permitted livestock on such Lot or Tract shall be obligated to erect and maintain a securely fenced enclosure for such stock. All material used in and design of all fences wherever located shall be approved by the Architectural Control Committee which may permit temporary fencing for a period of not more than 24 months. Where a fence is constructed along the common boundary line of more than one Lot, the Committee may require an equitable apportionment of the cost among the several owners.

COVENANT J: There shall be no further subdivision of the following described Lots:

Lots 1 through 7 inclusive of Block 6,
Lots 4 through 9 inclusive of Block 7,
Lots 1 through 7 inclusive of Block 8,
Lots 1 through 4 inclusive of Block 9,
Lots 1 through 15 inclusive of Block 11, and
Lots 1 through 13 inclusive of Block 12.

Further subdivision will be allowed of the Lots and Blocks first hereinafter described provided:

1. Said subdivision is first approved by the the Architectural Control Committee, and

2. Each subdivision of any Lot shall be treated as a single Lot for the purpose of complying with Covenants K, L and N hereof.

Lots and Blocks which may be subdivided as aforesaid are:

Lots 1 through 12 inclusive of Block 1,
Lots 1 through 7 inclusive of Block 2,
Lots 1 through 4 inclusive of Block 3,
Lots 1 through 9 inclusive of Block 4,
Lots 1 through 7 inclusive of Block 5,
Lots 8 and 9 of Block 6,
Lots 1 through 3 inclusive of Block 7,
Block 10,
Block 13

COVENANT K: No buildings shall be located on any Lot closer than 35 feet from any street. No buildings shall be

located nearer than 25 feet to an interior Lot line, except that no side yard shall be required for a garage or other permitted accessory buildings located 50 feet or more from any street. No dwelling shall be located on any interior lot nearer than 25 feet to the rear Lot line. For the purpose of this Covenant eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

DESIGNATION OF COMMERCIAL AREAS

Lot 7, Block 2, Lots 1, 2, 3 and 4 of Block 3, Lots 4 and 5 of Block 5 and all of Blocks 10 and 13 are hereby declared to be commercial lots upon which any legal commercial activity may be carried on.

DESIGNATION OF SUBURBAN RESIDENTIAL LOTS

Except for those Lots herein above specifically named as commercial lots, all the balance of the Lots in said Subdivision shall be known and described as Suburban Residential Lots.

COVENANTS RESTRICTING SUBURBAN RESIDENTIAL LOTS ONLY

COVENANT L: Except as otherwise provided in Covenant J, no structure shall be erected, altered, placed or permitted to remain on any residential Lot as aforesaid other than one single family dwelling with a private garage, and other appropriate outbuildings incidental to suburban residential use of each Lot. The term "single family dwelling" as hereinabove stated shall not prohibit the construction of outbuildings for servants, gardeners or other hired help so long as said buildings are used for that purpose and not for purposes of rental.

COVENANT M: No signs, billboards, posters or advertising devices of any character shall be erected or displayed on

any Suburban Residential Lot, excepting only Subdivision promotion signs for LAKEVIEW ESTATES.

COVENANT N: Any dwelling hereinafter erected or placed on any Suburban Residential Lot in Blocks 1, 2, 4, 5, 6, 7, 11, and 12, if used by the owner as his principal residence on said Lot shall be so constructed that the area (exclusive of the area of porches, terraces, patios and garages) enclosed within the perimeter of the exterior walls is not less than 1,000 square feet when measured at the intersection of the plane passing at right angles through a vertical projection of said walls.

COVENANT O: Any dwelling, hereinafter erected or placed on any Suburban Residential Lot in Blocks 8 or 9 if used by the owner as his principal residence on said Lot shall be so constructed that the area (exclusive of the area of porches, terraces, patios and garages) enclosed within the perimeter of the exterior walls is not less than 700 square feet when measured at the intersection of the plane passing at right angles through a vertical projection of such walls.

COVENANT P: Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 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 Q: Enforcement. The enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

COVENANT R: Serverability. Invalidation of any one of these Covenants by judgment or Court Order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed these Protective Covenants this 13th day of October, 1966.

Myron C. Calkins

Myron C. Calkins

June M. Calkins

June M. Calkins

Husband and Wife

C. C. deMaris

C. C. deMaris
a Single Man

STATE OF WYOMING)
) ss.
County of Park)

On this 13th day of October, 1966, before me personally appeared Myron C. Calkins and June M. Calkins, husband and wife, and C. C. deMaris, a single man, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year in this Certificate first above written.

Ernest J. Gossett Jr.

Notary Public

(SEAL)

My Commission Expires: November 27, 1969.

Filed for record
on the 13 day of October
A.D. 19 66 at 11:00 A.M., and
duly recorded in Book 313
records on page 155
Eva E. Larson
Register of Deeds
By Gladys Rasmussen
Deputy
No. 121207 Fees, $ 10.25

-7-

DESIGNATION OF SUCCESSORS TO ARCHITECTURAL CONTROL COMMITTEE FOR LAKEVIEW ESTATES

WHEREAS, Lakeview Estates is a legally established subdivision in Park County, Wyoming and the Plat thereof officially entitled, "Revised Plat of Lakeview Estates in Lots 38 and 44, T. 52 N., R. 103 W." was filed in Book C of Plats at Page 67 of the records of the County Clerk of Park County, Wyoming, and

WHEREAS, the developers of said subdivision did make and execute an "Affidavit Declaration of Protective Covenants" etc. which was recorded on October 13, 1966 in Book 313 at Page 155 of the Records of the County Clerk of Park County, Wyoming, and

WHEREAS, said Covenants provide in Covenant G thereof for an Architectural Control Committee to be composed of Myron C. Calkins, C. C. deMaris and the Chairman of the Board of County Commissioners of Park County, Wyoming, and

WHEREAS, the said Myron C. Calkins has died.

NOW, THEREFORE, the undersigned, being the remaining members of said Architectural Control Committee and the owner of a majority of the lots in said subdivision do hereby designate:

Ernest J. Goppert, Jr.
J. H. Kincheloe
W. F. Messenger

as said Architectural Control Committee to serve from this day forward.

DATED this ____ day of _____, 1983.

C. C. deMaris

Henry H.B. Coe, Chairman of the Board of County Commissioners of Park County, Wyoming

KAMPERGROUNDS, INC., a Wyoming Corporation

By _____
President

Owner of a majority of Lots in Lakeview Estates

ATTEST:

Secretary

STATE OF WYOMING)
) SS
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by C. C. deMaris, Henry H.R. Coe, and W.F. Messenger, President of Kampergrounds, Inc., this 1 day of _____, 1983.

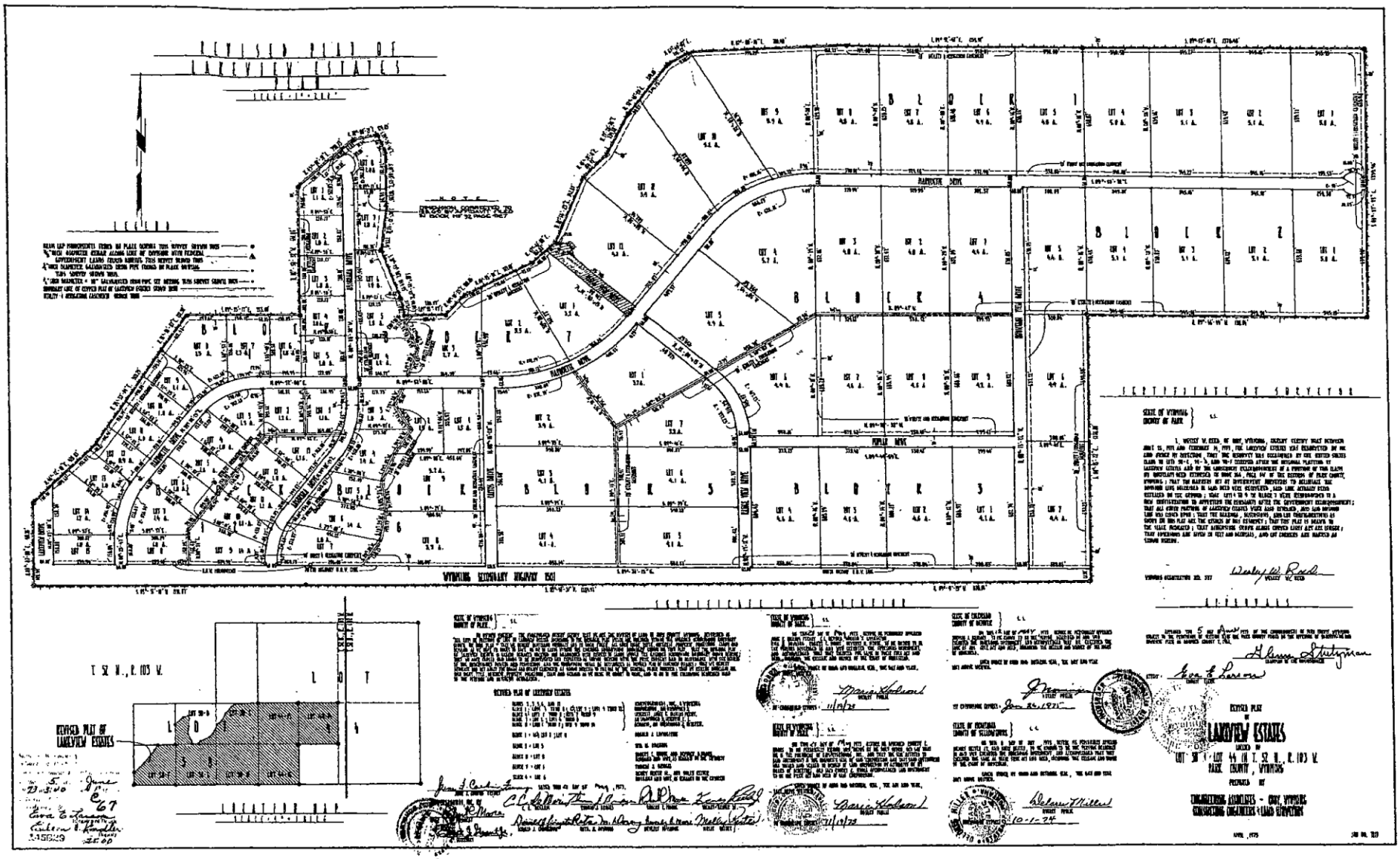
Witness my hand and official seal.

Notary Public

My commission expires:

Marie Hodson
County of Park
My Commission Expires Nov. 19, 1985
Notary Public
State of Wyoming

...g } ss.
...ment was filed for record
5 day of July
83 11:55 o'clock A. m. and
...d in Microfilm Book 87
...page 108
FONTAINE, Register of Deeds
Rosetta Greenfield Deputy
208756


REVISED PLAT OF
LAKEVIEW ESTATES
LOCATION MAP
WYOMING SECONDARY HIGHWAY 1501
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 7
T. 52 N., R. 103 W.
REVISED PLAT OF
LAKEVIEW ESTATES
CERTIFICATE OF SURVEYOR
CERTIFICATE OF OWNERSHIP
CERTIFICATE OF APPROVAL
REVISED PLAT
OF
LAKEVIEW ESTATES
LOCATED IN
LOT 38 & LOT 44 IN T. 52 N., R. 103 W.
PARK COUNTY, WYOMING
PREPARED BY
ENGINEERING ASSOCIATES - CODY, WYOMING
CONSULTING ENGINEERS - LAND SURVEYORS