PARK COUNTY, CODY, WY REC $44.00 10/19/2007 #2007-8178
KELLY JENSEN, COUNTY CLERK 03:06:00PM 1 OF 13

DECLARATION OF RESTRICTIONS, CONDITIONS AND PROTECTIVE COVENANTS FOR LIBERTY SUBDIVISION

WHEREAS, the undersigned are owners of Liberty Subdivision, a subdivision located in Park County, Wyoming; specifically described on the attached Exhibit, "A" which is incorporated herein by this reference.

WHEREAS, the undersigned owners of lots in Liberty Subdivision wish to establish restrictions, conditions and protective covenants for said subdivision;

NOW THEREFORE, the restriction, conditions and protective covenants for Liberty Subdivision are hereby established in their entirety to read as follows:

ARTICLE I

USE OF THE PROPERTY

A. All lots contained in the above described property shall be used exclusively for the purpose of a single family residence.

B. Retail or commercial use, of any description, shall be prohibited. No building, rental unit or structure intended for business purposes and no apartment house, duplex, lodging house, rooming house, bed and breakfast, hospital sanatorium, or any multiple family dwelling shall be erected, placed, permitted or maintained on any of the property herein above described or any part thereof. No manufacturing, commercial business or other enterprise, whether or not conducted for profit, shall be operated, maintained or conducted on any lot within Liberty Subdivision or in any structure erected or placed thereon. Owners may maintain home offices for professional personal services or artistic endeavors, provided it is conducted entirely within a dwelling and carried on by inhabitants living there; such use shall be clearly secondary and incidental to the use of the dwelling for residential purposes.

C. There shall not be erected, on any part of Liberty Subdivision, any building in which shall be carried on any offensive, noxious or detrimental activities. Nor shall any

portion of Liberty Subdivision be used for any purpose that, as a matter of common experience, tends to create a nuisance.

D. The commercial raising or feeding of animals shall be prohibited within Liberty Subdivision; provided however, animals may be raised or fed for personal use as pets as hereinafter provided.

E. No lot within Liberty Subdivision may be further divided for any purpose.

ARTICLE II

STRUCTURES PERMITTED

A. No mobile, manufactured, modular homes or buildings shall be permitted even on a temporary basis.

B. Construction of residences may be frame, ICF or log and the exterior of all structures shall be either wood, stone, manufactured wood products, brick, or any other similar system of comparable quality. No vinyl siding of any nature shall be permitted for either residences or outbuildings. All metal siding must be seamless horizontal siding. 50% of the front of the single family residence must be brick, stone, wood, or similar material. Painting or staining shall bear or reflect earth tone colors consistent with the blending with the natural environment. All out building exterior siding and roofing should meet the siding and roofing requirements herein stated, except barns/shops may have different siding with approval from the Architectural Committee. T111 plywood and T111 style cement board siding or similar products are not allowed. All wood siding or logs must be maintained and look like new.

C. Approved residences using either manufactured wood products or DRY VIT must wainscot the residence and the front of the garage at least 3 feet high with either brick, stone, or similar materials.

D. Residence roof pitch must be a minimum of a 5 inch rise for each 12 inch run. Outbuilding roof pitch must be a minimum of a 5 inch rise for each 12 inch run. Architectural quality metal roofs will be permitted on homes that would be considered more appealing for such type of roof, but they must be of muted earth tone color.

E. Residences erected upon the property shall have a minimum size of eighteen hundred (1,800) square feet of ground floor living area, exclusive of porches, patios, basements or garages. If a home has a second story above ground floor, than the

minimum size on the main floor shall be one thousand three hundred fifty (1,350) square feet and a total living square footage above ground of at least two thousand (2,000) square feet.

F. Each residence shall have a minimum of a two (2) car garage attached to the residence. The garage must be at least 24 feet by 24 feet.

G. No building shall be erected or structurally altered to exceed two (2) stories, above ground level, exclusive of any basement.

H. No building shall be placed within fifty (50) feet from the road. All buildings on each lot shall be setback at least twenty (20) feet from an interior lot line or an existing utility or drainage easement. Lot 2, which already has an existing out building, is grand-fathered in to not meet the minimum standard.

I. All dwelling and other buildings to be erected on the property herein above described, shall be new construction of good quality workmanship, materials, and built on site.

J. No buildings or structures, including but not limited to, storage and tool sheds, shall be moved onto any lot at any time.

K. All construction and alterations shall be pursued with reasonable diligence and shall be completed within one (1) year from the date of commencement, which shall be the date excavation is initiated or thirty (30) days following the placement of construction equipment or materials upon the residential site, whichever shall occur first.

L. Any propane tank installed on a lot can be buried or on top of the ground. If propane is used, the tank must be behind the residence.

M. Each lot owner shall be responsible for a steel or concrete culvert(s) and for maintenance for their own driveway and approach in addition to their lot maintenance. Each culvert must be a minimum of 18" diameter and a minimum length of 24' to allow normal drainage along Justice and Liberty Lane.

N. All approved exterior finishes of residences and garages must be completed before the residence is occupied.

O. No structures, fences (either temporary or permanent), or buildings may be placed in any flood plain including all creek bottoms to allow the creek bottom to grow naturally

with no disturbances of animals or humans to cause vegetation to stunt the growth. No structure, fence, or buildings may be placed within one hundred (100) feet of Sage Creek.

P. All buildings shall have a minimum of a twelve (12) inch overhang on all eves and rakes, including all outbuildings.

ARTICLE III

LIVESTOCK AND PETS

A. Residents shall be entitled to keep and maintain domestic dogs and cats on their property to not exceed 4 in numbers at any time. All pets must be confined to their lot and shall not be allowed to run free. All pets kept shall be controlled and maintained so as not to become offensive or a nuisance to their neighbors.

B. Residents shall be permitted to keep and maintain horses or mules for domestic purposes on their lots. Owners shall be permitted to a total of two (2) such animals per lot.

C. The owners and occupants shall be permitted to keep and maintain suitable barns or stables for any such animals kept for domestic purposes. All such structures shall be built and maintained under the requirements of Article II.

D. Animals for 4H or FFA type projects such as calves, goats and lambs, may be kept for the season of the project, not to exceed two (2) such animals per lot in any given time. The animals for such projects shall not be included in the total number of animals permitted on the lot. Under no circumstances will swine, pigeons, turkeys, chickens or other fowl be permitted at any time.

E. No livestock permitted herein shall be kept on a lot unless its owner is also living in the residence within the subdivision.

F. All lots shall be maintained to avoid odor and a nuisance to other lot owners at all times. All outbuildings must be kept up. No hay shall be stored with a tarp for shelter or any other like kind of object to cover from the weather. All feed must be stored in a barn or similar building. No twine, string, or old tires are allowed to be on any lot in a visual non-appealing manner.

G. A portion of the property behind the residence must be fenced to keep livestock in an area of no larger than a 100 foot by 100 foot fenced in area at all times. Livestock will not be allowed to graze the whole property. The property must be maintained and stubble

of at least 1 inch must be on the property at all times. Lots must be fully seeded with some kind of vegetation and maintained.

H. All lots must be landscaped (seeded at a minimum) to not allow just dirt on the property to help maintain a nice lot and to keep from being a nuisance to the neighbors.

ARTICLE IV

FENCING

A. All perimeter or corral fencing shall be either buck and rail, post and pole, barb less wire, molded PVC panel or continuous panel. Barbed wire fencing shall be allowed along the exterior subdivision boundary only. Allowable interior fencing is as follows:

1. Cedar board fencing will be permitted for interior fencing, dog kennels or patio areas. All cedar fencing must be stained to keep the fence looking new. The fence may not exceed 6 feet in height.

2. Chain-link fencing will be permitted only for dog kennels and not exceed twenty (20) feet by twenty (20) feet area.

3. Electric fencing is allowable on the inside of permanent fencing or as a pasture division within the confines of permanent fencing.

B. Livestock fencing shall be completed before any owner shall allow livestock to graze on their lot and follow Article III letter G and Article II letter O above and not built in any flood plain.

C. All corrals and related facilities shall be placed along side or behind the residential area.

D. All proposed fencing shall be approved by the Architectural Review Committee prior to installation.

ARTICLE V

UTILITIES AND SERVICES

A. No public or communal domestic sewer is provided to any lot. Nor is there any proposed public maintenance of roads.

B. Upon the purchase of any lot or upon the starting of construction, each purchaser shall execute a contract with the Northwest Rural Water District and pay all related remaining fees.

C. No residence shall occupy any lot within the above described property until there is installed for the use of such residence, a sanitary sewage disposal system which is in compliance with state and county standards consisting of approved septic tank and disposal field, with related facilities or substitute comparable facilities approved by state and/or county authorities. Under no circumstances shall there be constructed or maintained on any lot an outside privy or toilet. The undersigned shall not be held responsible or liable for any injury or damages to the persons or property of any lot owner, his or her family or friends, invitees, heirs or assigns, arising out of the construction, use or maintenance of any such sewage disposal system. Temporary port-a-potty's are allowed only during the construction period of a residence.

D. Installation of water, sewer or utility lines, including power and telephone lines for the respective lots shall be at the expense of the lot owner. All newly installed utility lines, propane tanks, cables and pipes shall be installed underground. All claims for damages, if any, rising out of the construction, maintenance or repair of utilities, or on account of temporary or other inconvenience caused thereby, against the undersigned are waived by all owners.

E. No mercury vapor lights shall be permitted on any lot. Any light used to illuminate signs, parking areas or for other purposes shall be arranged so as not to be offensive or a nuisance to other lot owners. No light poles shall be installed to be higher than ten (10) feet above the ground.

F. All lots within the above described lands are subject to right-of-way and easements for the repair, replacement, installation and maintenance of all existing roads, water lines, pipelines, irrigation ditches, drainage ditches, power lines, telephone lines and other utilities, including all such easements and right-of-way shown on the said plat. Irrigation ditches and raw water or irrigation pipelines are deemed to be utilities as to those utility easement and right-of-way reflected on the plat and may be utilized for such ditches and pipelines.

G. The establishment of all existing and/or any future irrigation right-of-way and easement over and across any lot, road, ditch, or utility easement which may become necessary, are hereby reserved unto the Liberty Homeowners Association.

H. All roads will be maintained by the Liberty Homeowners Association. Any snow removal, striping, etc. will be the Homeowners responsibility on the main roads of Justice and Liberty Lanes. Any roads going to the residences are to be maintained by the residence themselves.

ARTICLE VI
EASEMENTS

A. All easements are to remain unobstructed for the intended use of that easement. However, each lot owner shall perform normal maintenance over any easement, which crosses their lot to preserve the attractive appearance of that area.

B. All lot owners are responsible for maintaining the access into their property from the roads.

C. A grazing easement has been plotted on lot 18 to provide the adjoining property owner to the south, access to graze livestock for the sole purpose to access the creek for water. The owner to the south must follow the fencing type in Article IV. At no time shall this grazing easement change.

ARTICLE VII
ARCHITECTURAL REVIEW

A. For the purpose of preserving the natural beauty and enhancing the property values and to insure the development of the land within Liberty Subdivision as an area of high standards, the undersigned reserves onto the Architectural Review Committee hereinafter provided, the power to control the design of buildings, structures and all other improvements or alterations thereto, placed on each lot.

B. The Architectural Committee shall be composed of Clint and Elizabeth Campbell, and Dusty and Michelle Schutzman, all of Cody, Wyoming. In the event that any of the initial members of the committee are unable to serve for any reason, 7 Wonders, LLC may appoint an alternate member. When 75% of the lots have been sold by the undersigned, the members of the Homeowners Association shall elect, pursuant to its By-Laws, a three (3) member Architectural Review Committee, each position to be held by a lot owner for a two (2) year term. Each member of the Architectural Review Committee shall serve in the same manner, and be replaced if necessary in the same manner, as an officer of, and member of the Liberty Homeowners Association.

C. Neither the undersigned or any future member of the Architectural Review Committee, nor any agent thereof shall be responsible in any way for the defects of any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done in accordance to such plans and specifications.

D. Each lot owner shall submit to the Architectural Review Committee a complete set of plans and specifications of any and all improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location of the building on the lot, fence or other structure proposed to be constructed, altered, or maintained, together with the proposed color scheme for roofs and exteriors. Samples of materials and colors may be requested by the Architectural Review Committee at any time.

E. The Architectural Review Committee shall have the right to disapprove any plans, specifications or details to it as aforesaid in the event the plans, specification and details are not in accordance with all 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 surrounding of such lot or with the adjacent buildings or structures, if the plans and specifications or details, or any part thereof, are contrary to the interest, welfare or rights of all or any part to the real property subject hereto, or the owners thereof, all in sole discretion of the Architectural Review Committee. The decision of the Architectural Review Committee shall be final.

F. Members of the Architectural Review Committee shall not be liable for acts or omissions done in their official capacity in good faith.

ARTICLE VIII

VEHICLES AND EQUIPMENT

A. No commercial vehicles, construction or like equipment, commercial trailers of any kind, trucks, buses, tractors, or other items of the same or similar nature to those named herein shall be allowed or permitted to remain on any portion of any lot within the above described property for a period greater than seventy two (72) hours unless said

vehicle, equipment or trailer shall be enclosed in a garage, carport, barn or similar structure which is in full compliance with all of the provisions of the foregoing covenants, or unless in active use for construction purposes.

B. A total of three (3) operable horse trailers, campers, recreational vehicles, boats, snowmobiles, two, three or four wheel motor vehicles or all-terrain vehicles may be parked on any lot so long as they are currently licensed and registered, and so long as they are parked either along side or behind a permanent structure on the lot. Snowmobiles and other wheeled motor vehicles that are collectively sitting on a trailer shall be considered as only one (1) vehicle.

C. No inoperable vehicle, equipment or trailer shall be placed on any lot unless said vehicle, equipment or trailer shall be enclosed in a garage, barn or similar structure which is in full compliance with all of the provisions of the foregoing covenants.

D. Nor shall any vehicle of any nature be parked along Liberty Subdivision roads for longer than forty eight (48) hours, unless in active use for construction purposes.

ARTICLE IX

OFFENSIVE ACTIVITES

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

B. No obnoxious or offensive activities 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. Any noise or odor which will, or might, disturb the peace, quiet, comfort or serenity of the occupants of nearby lots will not be allowed.

C. All manure from livestock or domestic dogs and cats must be taken care of so as not to create any unsightly or sanitary problems or odors.

ARTICLE X

IRRIGATION

A. All lots have valid water rights within the Cody Canal District.

B. Irrigation within the subdivision shall be by sprinkler only. No flood irrigation is allowed.

C. If necessary, the Homeowner's Association Water Master shall determine a rotation of water usage within the subdivision boundary.

D. The owners of each lot shall, as a condition of ownership, be members of the Liberty Homeowners Association. The owners of the respective lot or lots shall, as a member, be subject to the By-laws, rules, regulations, and assessments for such association. Any assessment by the Association shall be in addition to assessments, which may be levied against individual lots by Cody Canal District.

E. Any and all assessments made by Cody Canal District shall be the individual responsibility of each lot owner and full timely payment thereof shall be a prerequisite to the delivery of water by the Association to each lot.

F. Liberty Homeowners Association shall be empowered to enforce rules and regulations pertaining to the operation of the Association, timely drainage and maintenance of the irrigation systems, including buried pipelines, and the scheduling or irrigation times on a rotation basis on which lot owners may utilize their sprinkler systems, during the irrigation season. Any conflict or controversy between various owners or occupants of lots within Liberty Subdivision concerning the utilization and maintenance of the aforementioned irrigation systems shall be decided by the water master elected by the Association. The water master's decision may be appealed to the membership holding water rights within the Association upon proper notice. The lot owners shall abide by the decision of the water master unless and until reversed by said membership.

ARTICLE XI
MISCELLANEOUS

A. Garbage – No lot or any portion thereof, shall be used or maintained as a dumping ground for rubbish or trash or garbage and all other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be the responsibility of the owner. It is the responsibility of the owner or occupant to remove any and all rubbish, trash or garbage at reasonable times so it shall not become offensive to the neighbors. There will be no outdoor burning of trash allowed on any lots. Each owner is responsible for removing trash on a regular basis from their property. Garbage

cans/dumpsters must be kept within 50 feet of the residence at all times unless it is the day of pickup.

B. Signage – No signs of any kind or character shall be displayed on any lot except signs not exceeding six (6) square feet advertising the premises for sale. No sign shall be illuminated or electrified.

C. Firearms – Except in an emergency situation, when necessary for the protection of one's property or life, the discharge of firearms within the boundaries of any lot within the above described property is prohibited.

D. Weed Control – Each lot owner or occupant of a lot shall regularly mow or otherwise destroy weeds, which may grow upon such lot before weeds become unsightly. No owner or occupant shall allow or permit any noxious weeds to grow or ripen upon any lot. The Homeowners Association shall send the owner a letter requesting the lot owner(s) to maintain the weed control and if the lot owner(s) do not maintain the weed control the Homeowners Association may take care of the problem and send the owner a bill.

E. Sewage disposal – Septic tanks with drain fields or ecologically superior methods shall be used for the sewage system. All sewage systems must be in accordance with all applicable County, State, and Federal regulations at all times.

ARTICLE XII

RELEASE OF LIABILITY

A. By virtue of purchasing any lot, either by deed or contract for deed, each buyer, their heirs and assigns, hereby accept the condition of their property "as is" and release and forever hold harmless the undersigned from any liability, including but not limited to, liability for further construction of any road, utility lines, or fencing.

ARTICLE XIII

ENFORCEMENT PROVISIONS

A. Binding effect of this declaration – Each purchaser and grantee of each of the lots contained in the above described property which are subject to the above covenants, reservations and restriction, by acceptance of a deed conveying title thereto do accept such title upon and subject to each of all the provisions, restriction, conditions, easements, agreements, covenants, liens, charges, associations and similar limitations

herein contained and by such acceptance shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the undersigned owners and to and with the grantees and subsequent owners of each said lots within the above described property to keep, observe and comply with and perform said provisions, restrictions, conditions, easements, covenants, association, agreements, liens and charges.

B. Captions – The captions of the various paragraphs herein are for convenience only and not a part of these covenants, restrictions and conditions and do not in any way limit or amplify the terms and provisions hereof.

C. Term - All the provisions, conditions, covenants, restriction, easements, agreements, reservations, liens and charges set forth herein shall continue and remain in full force and effect at all times against all of said lots and the owners and occupants thereof, subject to the right to change or modification provided hereinabove and shall remain in effect for a period of twenty-five (25) years from and after the date hereof and shall remain in full force and effect thereafter for successive ten (10) year periods unless, by a written duly recorded agreement executed by the then owners of thirty (30) of the thirty-nine (39) lots within the above described property, the terms and provisions are changed, modified, annulled, abrogated, in whole or in part.

D. Amendments or modifications – Any and all of the provisions of this Declaration of Restrictions, Conditions and Covenants may be annulled, amended or modified by filing in the office of the County Clerk, Park County, Wyoming, an instrument setting for such annulment, amendment or modification executed by the then owner or owners of record of last within the above described thirty (30) of the thirty-nine (39) lots within the above described property.

E. The Liberty Homeowners Association – The owners of each lot within Liberty Subdivision shall automatically be entitled to a membership in the Liberty Homeowner's Association. Members shall be governed by the By-laws, rules, regulations and assessments of the Association. From time to time, the Association may assess the members for the purpose of road or irrigation system maintenance. The Association shall have and retain a lien against the property owner who shall fail to pay such owner assessment at the time and in the manner prescribed by the Association. Such lien may

be foreclosed in the same manner as a mechanic's lien under the laws of the State of Wyoming.

F. Invalidation – In the event any one or more of these covenants herein contained is rendered invalid or unenforceable/enforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall, none-the-less, remain in full force and effect for and during the full term hereof.

G. Enforcement/Attorney fees and costs – The Homeowner's Association or any lot owner may enforce compliance with the provisions hereof by commencing an action for injunction for remedial measures, damages or foreclosure or for all such remedies or any other legal or equitable remedies authorized under the laws of the State of Wyoming against any owner or occupant of any lot who violates any of the covenants herein contained or any rules, regulations, By-laws or assessments of the Homeowner's Association herein. The owner of any lot who violates or breaches any covenant herein or the rules, regulations, By-laws or assessments of the Homeowner's Association herein established shall pay all costs including reasonable attorney's fees, incurred by any person or persons, or Association who shall, commence the legal proceeding to enforce any of the provisions hereof or any of the rules, regulation, assessments or By-laws of any Homeowner's Association herein named.

IN WITNESS WHEREOF, the parties have executed this Declaration of Restrictions, Conditions and Protective Covenants this 19th day of October, 2007.

Dusty Schutzman

7 Wonders, LLC – Dusty Schutzman, Managing Member

State of Wyoming)
County of Park) ss

The above and foregoing instrument was acknowledged before me this 19th day of October, 2007, by Dusty Schutzman, Managing Member of 7 Wonders LLC.

WITNESS my hand and official seal.

Heather Lang

Notary Public

My commission Expires 9/27/10

HEATHER LANG NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES SEPTEMBER 27, 2010