

DECLARATION OF
RESTRICTIONS, CONDITIONS, AND PROTECTIVE COVENANTS
FOR
LINDERMAN SUBDIVISION
A Subdivision located in Park County, Wyoming.

KNOW ALL MEN BY THESE PRESENTS, that E. F. Linderman and Opal C. Linderman hereafter referred to as "Developers," are the owners of the following described property situated in Park County, Wyoming, to-wit:

DESCRIPTION OF LANDS TO BE PLATTED

LINDERMAN SUBDIVISION in
T. 55 N.; R. 99 W., 6th P.M., Park County, Wyoming; all of Farm Unit "L" according to the Farm Unit Plat or N¹/₂N¹/₂ of Lot 38-M, EXCEPTING THEREFROM the following described parcel:

Beginning at the northwest corner of Lot 38-M; thence S. 0°22' W. along the west line of said Lot 38-M for a distance of 165.3 feet, more or less to the south line of the N¹/₂N¹/₂ of said Lot 38-M; thence S. 89°47' E. along said south line for a distance of 253.3 feet, more or less to a 3/4" X 18" galvanized iron pipe set this survey; thence N. 1°28' E. for a distance of 87.4 feet to a 3/4" X 18" galvanized iron pipe set this survey; thence N. 68°52' E. for a distance of 17.5 feet to a 3/4" X 18" galvanized iron pipe set this survey; thence N. 1°21' E. for a distance of 71.5 feet more or less to the north line of said Lot 38-M; thence N. 89°45' W. along the north line of said Lot 38-M for a distance of 272.6 feet more or less to the point of beginning

That they have divided said land into lots and streets, prepared a plat called Linderman Subdivision, and recorded the plat in the office of the County Clerk of Park County, Wyoming. These restrictions, conditions and covenants apply to all of the lots in the subdivision.

The real property hereinabove is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved, subject to the below restrictions, conditions, and covenants; and that said restrictions, conditions and covenants shall run with the land as provided by law, and shall be binding upon all parties, entities and all persons having or acquiring any right, title, or interest in the described land or any part thereof.

That the real property described hereinabove is subject to these restrictions, conditions and covenants to insure the appropriate development of building sites, to protect the owners against improper uses of surrounding sites that might depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; and in general to provide for development by a quality that will enhance the value of investments made by purchasers of the land.

1. LAND USE.

- a. All lots in the subdivision shall be known as residential lots, and no commercial enterprise shall be allowed thereon, except that residents may maintain offices for their professional or personal service endeavors.
- b. No structures shall be erected, altered, placed, and permitted to remain on any residential lot or re-subdivided 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 covenants.

2. BUILDING TYPE.

- a. All construction commenced shall be pursued with reasonable diligence and the exterior shall be completed in less than three hundred sixty-five days (365) and no uncompleted structure shall be used as a residence.

- b. No building or dwelling shall be located on any residential lot nearer than forty (40) feet from the front lot line, and no nearer than twenty-five (25) feet from the side or rear lot lines. For the purpose of this covenant eaves, steps, and open porches shall not be considered part of the building or structure, provided, however, that they shall not be constructed to permit any portion of a building or structure on a lot to encroach upon another lot.
- c. No building, structure or dwelling to be used for residential purposes shall be permitted on any lot unless the ground floor area of the main structure, exclusive of porches, patios, decks and garages, shall contain less than the minimum square footage to be measured and determined by the outside dimensions;

1,000 SQUARE FEET

3. UTILITY EASEMENTS.

All lots located within the subdivision are subject to all reasonable easement and right-of-way for the installation and maintenance of utilities. Said easements and rights-of-way, whenever possible shall be located upon the platted street, along the side or back lot lines.

4. IRRIGATION EASEMENTS.

All lots located within the subdivision are subject to an easement and right-of-way for the maintenance and installation of irrigation and drainage ditches in accordance with the below terms and conditions:

- a. All irrigation and drainage ditches shall be for the benefit of the owner of each lot within the subdivision and the owners of said lots shall be joint owners of any and all irrigation and drainage ditches constructed within said subdivision.
- b. All irrigation and drainage ditches and any headgates incident thereto, together with those which may hereafter be constructed within the subdivision, shall constitute the "Irrigation System".
- c. The owner of each lot within the subdivision shall maintain and clean, at his own expense and cost, any and all irrigation and drainage ditches located on or which traverse his lot, or which may hereafter be located upon or traverse his lot.
- d. The owner of each lot shall cooperate with the owners of all other lots within the subdivision to effectively and efficiently distribute water flowing in and through said irrigation system to assure optimum beneficial application and maximum utilization of all water authorized for application to said lands under and by virtue of the laws of the State of Wyoming.

5. OFFENSIVE ACTIVITIES.

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 person shall park or leave standing on any lot, or street abutting thereon, any motor vehicle which shall not have a current registration or license plate, or which shall be in a state of disrepair or being used to supply substitute or junk parts for other vehicles.

6. LIVESTOCK AND PETS.

Livestock, except swine, used for domestic purposes and pets (not used for breeding) may be kept upon any lot in the subdivision. The owners and occupants of the lots located within the subdivision shall be permitted to keep and maintain suitable barns, sheds, stalls or corrals, for any such animal kept for domestic purposes, but 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 become a nuisance to the neighbors, and the number of livestock shall not be more than can normally be grazed on the property.

7. GARBAGE.

No lot or any portion thereof, shall be used or maintained as a dumping ground for rubbish. Trash, garbage and all other waste shall not be kept or allowed to remain on any lot except in sanitary containers. All equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition which shall be the responsibility of each individual lot owner to remove any and all rubbish, trash, and garbage at reasonable times so it shall not become offensive to his neighbors.

8. DURATION AND AMENDMENT.

These covenants are to run with the land and shall be binding upon all parties and 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 lot owners on a one lot one vote basis has been recorded agreeing to change said covenants in whole or in part.

These covenants can be amended prior to the time stated hereinabove by a written instrument duly recorded, signed by sixty-seven (67) percent of the lot owners agreeing to change said covenants in whole or in part, except that covenant 1. cannot be changed without the prior approval of the Park County Commissioners.

9. INVALIDATION.

In the event any one or more of these covenants herein contained is rendered invalid or unenforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall, nonetheless, remain in full force and effect for and during the full term hereof.

This declaration of restrictions, conditions and protective covenants for "Linderman Subdivision" consists of three (3) pages.

IN WITNESS WHEREOF, the makers hereof have hereunto set their hands and seals on the date indicated directly opposite their signatures.

E. F. Linderman

E. F. Linderman

2/5/1980

Dated

Opal C. Linderman

Opal C. Linderman

2/5/1980

Dated

STATE OF WYOMING)
) 55
County of Park)

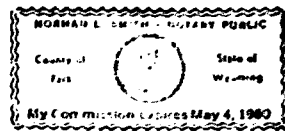
The foregoing instrument was acknowledged before me by E. F. Linderman, and Opal C. Linderman this 5th day of February, 1980.

Witness my hand and official seal.

Norman L. Smith

Notary Public

My Commission expires:
5/4/80



9 days April 9 1980 3:40 P

757 49
Rosetta Greenfield
1277/89

AMENDMENT TO THE DECLARATION OF RESTRICTIONS,
CONDITIONS AND COVENANTS OF THE LINDERMAN
SUBDIVISION, PARK COUNTY, STATE OF WYOMING:

THIS DECLARATION, made by the DECLARANTS, hereinafter designated and collectively referred to as the "Declarants", as record owners of the lots of the Linderman Subdivision in Park County, Wyoming, was set forth on Exhibit "A" attached hereto and be reference made a part hereof, and as recorded in Book 49, Page 757 dated February 5, 1980, and

WHEREAS, the Declarants are presently record owners of more than 75% of the lots of the subdivision as described in Article 8 of the DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS OF THE LINDERMAN SUBDIVISION, PARK COUNTY, STATE OF WYOMING, which Article deals with amendments of the covenants, and

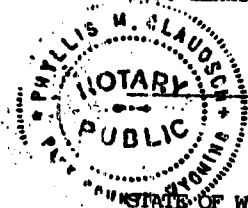
WHEREAS, it is the desire of the Declarants to amend those COVENANTS as described in in Article 2, c. minimum square footage to be 1,200 SQUARE FEET and no mobile home or modular or move in's are allowed. Only stick built homes are allowed.

IN WITNESS WHEREOF, we have hereunto set our hands as of the 9th day of June, 1987.

THE DECLARANTS

E.F. Linderman
E.F. Linderman

Opal C. Linderman
Opal C. Linderman



PHYLIS M. CLAUDSON
) SS
County of Park)

The foregoing instrument was acknowledged before me by E.F. Linderman and Opal C. Linderman this 9th day of June, 1987.

Witness my hand and official seal.

Phyllis M. Clauson
Notary Public

My Commission expires:

11.26.87

DESCRIPTION OF LANDS TO BE PLATTED

LINDERMAN SUBDIVISION in

T. 55 N., R. 99 W., 6th P.M., Park County, Wyoming; all of Farm Unit "L" according to the Farm Unit Plat or Maps of Lot 38-M, EXCEPTING THEREFROM the following described parcel:

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State of Wyoming)
County of Park) ss
This instrument was filed for record
on this 12 day of June
19 87 at 4:02 o'clock P. m. and
duly recorded in Microfilm Sec. 143
records on page 969
MARIE FONTAINE, Register of Deeds
By *Marie Fontaine* Jcount
No. 236417

Return to: Western Real Estate