

2004-358

## DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that Philip J. Campbell and Patricia L. Campbell, as Trustees of the under the Philip J. Campbell Living Trust dated October 24, 2000 and as Trustees under the Patricia L. Campbell Living Trust dated October 24, 2000 (collectively "Campbell"), being the present owners of the land and area, have established the following restrictive covenants for the Property which is more fully described as follows:

Lot 101, AMENDED PHILIP CAMPBELL SS-27 SUBDIVISION, according to the plat recorded in Book "G" of plats, Page 163, according to the records of the County Clerk and Recorder of Park County, State of Wyoming ("Property").

WE HEREBY COVENANT, AGREE AND DECLARE that the Property is subject to these plans and restrictions, all of which shall be covenants running with the land, and shall bind and inure to the benefit of Campbell and their heirs, successors, grantees and assigns.

WE FURTHER COVENANT, AGREE AND DECLARE that all subsequent grants of the Property or any part thereof shall be subject to these general plans and restrictions.

1. All lots comprising the Property shall be known and described as residential lots and shall be used for residential purposes only. No structure or structures shall be erected, placed or permitted to remain on the Property other than one single-family dwelling and appropriate, reasonable outbuildings incidental to residential use or as allowable under these protective covenants.

2. No dwelling shall be permitted on the Property unless the ground floor area of the main structure, exclusive of porches and garages, shall be at least One Thousand Five Hundred (1,500) square feet.

3. There shall be no subdivisions, property splits or lot line adjustments that reduce the size of any parcel that is subject to these covenants.

4. No noxious or offensive activities shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other property owners. No persons shall park or leave standing upon the Property any motor vehicle which shall not be running, which shall not have current registration or license plates or which shall be in a state of disrepair. Camper trailers and boat and snowmobile trailers may be stored temporarily on the Property, provided that such trailers do not exceed thirty (30) feet in length.

5. All structures constructed on the Property shall be attractive in appearance; no metal structures shall be permitted. Structures shall be of new construction and shall be built wholly on-site; no pre-built or pre-manufactured modular or mobile homes shall be permitted.

6. All outdoor lights shall be controlled by a switch and no outdoor lighting shall be left on throughout the night.

7. The owners and occupants of the Property shall be permitted to keep and maintain suitable barns, sheds, stalls, pens or corrals for any animals kept for domestic purposes, of the same material that the house is made of, but all shall be kept and maintained so as not to be unsightly and not to cause noxious or offensive odors to other owners of the Property. Any pets kept on the premises shall be controlled and maintained so as not to be offensive or a nuisance to other Property owners.

8. No parcel of the Property, 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.

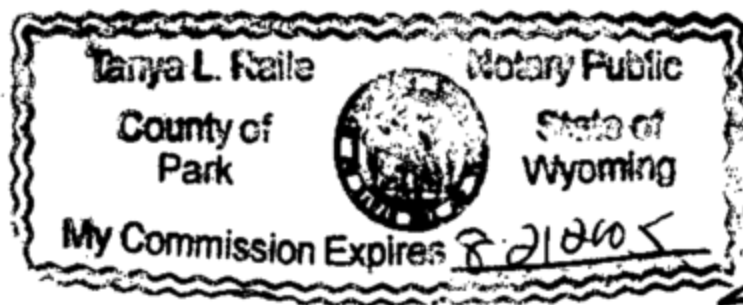
9. The owners and occupants of the Property shall contribute a prorata amount toward the maintenance of Dixie Lane, based on the total number of properties served by Dixie Lane.

10. These covenants are to run with the land and shall be binding upon the undersigned and 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 period of ten (10) years, unless an instrument signed by the majority of the then-owners of the Property has been recorded agreeing to change these covenants in whole or in part.

11. 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 of the parcels of the Property, and any person violating said covenants, conditions or restrictions shall be liable for damages to the remaining owners of the Property.

12. Invalidation of any one or more of these covenants by judgment, court order or otherwise, shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 22<sup>nd</sup> day of April, 2004.



Philip J. Campbell  
PHILIP J. CAMPBELL, Trustee

Patricia L. Campbell  
PATRICIA L. CAMPBELL, Trustee

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STATE OF WYOMING  
COUNTY OF PARK

On the 22 day of April, 2004, personally Patricia L. Campbell  
appeared before me Philip J. Campbell and the  
signer(s) of the foregoing instrument who duly acknowledge to me  
that he/ they executed the same.

Residing at: Cody WY  
Commission Expires: 8-21-2005  
Tanya L. Naile  
Notary Public

Declaration of Protective Covenants  
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