

DECLARATION OF  
RESTRICTIONS, CONDITIONS, AND PROTECTIVE COVENANTS  
FOR  
CODY RANCHETTES

A Subdivision located in Park County, Wyoming.

KNOW ALL MEN BY THESE PRESENTS that ELWOOD L. NIELSEN and LOIS L. NIELSEN, husband and wife, and EDWIN E. HIGBIE and CAROL L. HIGBIE, husband and wife, hereinafter referred to as DEVELOPERS, are the owners of the following described property situate in Park County, Wyoming, to-wit:

Township 53 North, Range 101 West, Park County, Wyoming:

Section 10:  $S\frac{1}{2}S\frac{1}{2}SE\frac{1}{4}$   
 Section 11: Lots 1, 6, and 7; and  $SW\frac{1}{4}$   
 Section 14: Lots 25 and 26, and  $N\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$ ,  $N\frac{1}{2}S\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$   
 All of Lot 9 that lies west of County Road 131 K;  
 All of Lot 11 that lies west of County Road 131 K;  
 All of the  $N\frac{1}{2}S\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$  that lies west of County Road 131 K;  
 All of the  $N\frac{1}{2}S\frac{1}{2}S\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$  that lies west of County Road 131 K;  
 $S\frac{1}{2}S\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$ ,  $N\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$   
 Section 15:  $N\frac{1}{2}NE\frac{1}{4}NE\frac{1}{4}$ ,  $N\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$ ,  $N\frac{1}{2}S\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$ ,  $S\frac{1}{2}S\frac{1}{2}NE\frac{1}{4}NE\frac{1}{4}$ ,  
 $SE\frac{1}{4}SE\frac{1}{4}NW\frac{1}{4}NE\frac{1}{4}$ ,  $NE\frac{1}{4}SE\frac{1}{4}SW\frac{1}{4}NE\frac{1}{4}$ ,  $E\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}NE\frac{1}{4}$ ;  
 All of the  $N\frac{1}{2}S\frac{1}{2}S\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$ ;  
 All of the  $N\frac{1}{2}SE\frac{1}{4}SE\frac{1}{4}SW\frac{1}{4}NE\frac{1}{4}$

That they have divided said land into lots and streets, prepared a plat called "Cody Ranchettes," 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 described herein above 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 of 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 and described as residential lots, and no commercial enterprise shall be allowed thereon.

- B. No structure or 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.
- C. With the exception of Tract A, there shall be no subdivisions of the lots, which would result in a unit smaller than the smallest lot now laid out in the original plat.

## 2. BUILDING TYPE:

- A. Unless approved in writing by the Architectural Control Committee, only new construction or alteration of existing construction already on the lots shall be permitted. No structure of a temporary character nor any trailer, mobile home, even though the wheels have been removed and the mobility thereof terminated, or transportable home including modular homes, pre-built homes, and units more than eight (8) feet in width which are designed, constructed and equipped as a dwelling place to which wheels may be attached for movement upon streets and highways; basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
- B. All construction commenced shall be pursued with reasonable diligence and shall be completed in less than three-hundred sixty-five days (365) and no uncompleted structure shall be used as a residence.
- C. No old or used structure may be moved from another location onto any lot in the subdivision.
- D. No building or dwelling shall be located on any residential lot nearer than Forty (40) feet to the front lot line; Twenty (20) feet to the rear lot line and Ten (10) feet on side lot lines. For the purpose of this covenant, eaves, steps and open porches shall not be considered part of a 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.
- E. 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 the below minimum square footage to be measured and determined by the outside dimensions:
  - 1. One story structure - 1,000 square feet.
  - 2. Tri-level, bi-level and two story structures:  
800 Square feet per floor, with a minimum total square footage of 1,400 square feet.

## 3. UTILITY EASEMENTS:

All lots located within the subdivision are subject to a reasonable easement and right of way for the installation and maintenance of utilities. Said easements and rights of way shall be determined by the Architectural Control Committee, and whenever possible shall be located upon the platted streets, along the side or back lot lines.

#### 4. IRRIGATION EASEMENT:

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

- A. The Architectural Control Committee shall have the right to designate the location of all irrigation and drainage systems located upon the subdivision; and shall be empowered to promulgate rules and regulations pertaining to the timely cleaning and maintenance of the below described irrigation system, the scheduling of days on a rotation basis on which lot owners may irrigate during the irrigation season. Any conflict or controversy between the various owners concerning the utilization and maintenance of the said irrigation system shall be decided exclusively by the Architectural Control Committee and all lot owners agree to abide by their decision.
- B. All irrigation and drainage systems 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 systems constructed within said subdivision.
- C. All irrigation and drainage systems and any structures incident thereto, together with those which may hereafter be constructed within the subdivision, shall constitute the "irrigation system."
- D. The owner of each lot within the subdivision shall maintain and clean, at his own expense and cost, any and all irrigation and drainage systems and structures located on or which traverse his lot, or which may hereafter be located upon or traverse his lot.
- E. 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. PETS AND LIVESTOCK:

No livestock, except horses, sheep, cows and fowl used for domestic purposes may be kept upon any lot in the subdivision. The owners and occupants of the several lots in the subdivision shall be permitted to keep and maintain suitable barns, sheds, stalls, pens or corrals for any such animals kept for domestic purposes, but all 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 a nuisance to the neighbors.

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 material 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. ARCHITECTURAL CONTROL:

- A. For the purpose of preserving the natural beauty and enhancing the property values and to insure the development of the lands within Cody Ranchettes as an area of high standards, the Developers reserve unto the Architectural Control Committee hereinafter provided, the power to control the buildings, structures and all other improvements or alterations thereto, placed on each lot, as well as to make exceptions to or waivers of any of these restrictions, conditions and covenants as the Architectural Control Committee shall deem appropriate.
- B. All plans and specifications for any building, fence, wall or other structure whatsoever to be erected on or moved upon any lot, and the proposed location thereof on any lot; the roofs, and exterior color schemes thereof; and any remodeling, reconstruction, alternations, or additions to any building, or other structures on any lot, shall be subject to, and shall require the approval in writing of the Architectural Control Committee, as the same is from time to time composed, before any such excavation, construction, remodeling, or additional work is begun.
- C. There shall be submitted to the Architectural Control Committee two acceptable sets of plans and specifications of planned external improvements. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed, or maintained, together with proposed color schemes for roofs and exteriors thereof. The Architectural Control Committee shall approve or disapprove plans, specifications, and details with the approval or disapproval endorsed thereon, one copy shall be returned to the person submitting them, and the other copy shall be retained by the Architectural Control Committee. A copy of the plans to construct any sewage system which has been approved by the Department of Environmental Quality, State of Wyoming, or their successors, shall be submitted prior to any final action by the Architectural Control Committee.
- D. The Architectural Control Committee in its sole discretion shall have the right to disapprove any plan, specification, or detail submitted to it as aforesaid, if they are not in accordance with the provisions of this declaration; or if the design or color schemes of the proposed building or other structure are not in harmony with the general surroundings of such lot, or with the adjacent buildings or structures. Decisions of the Architectural Control Committee shall be final.
- E. Neither the undersigned Developers or the Architectural Control Committee, nor any architect or agent thereof shall be responsible in any way for any 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 according to such plans and specifications.

9. ARCHITECTURAL CONTROL COMMITTEE-COMPOSITION:

The Architectural Control Committee shall be composed of the following members: Elwood L. Nielsen, Wade J. Hatch and one other member to be appointed by the developer. A majority of such committee can designate a representative to act for it, and in the event of death or resignation of any member, the remaining members shall have full authority to appoint a successor or successors as they may deem appropriate.

10. DURATION AND AMENDMENT:

These covenants are to run with the land and shall be binding upon 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 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 fifty-two (52) percent of the lot owners agreeing to change said covenants in whole or in part, however there shall be no amendments that will adversely affect the public health, safety, and general welfare of the public.

11. ENFORCEMENT:

Any violation of these covenants, conditions and restrictions may be enjoined in a court of law or equity by the undersigned or by any owner of record of one or more lots in the subdivision, and any person violating said covenants, conditions or restrictions shall be liable for damages to the remaining owners of said lots in the subdivision.

A damaged lot owner shall also have the remedy of removal or alteration of the structure or condition which violates these covenants. This remedy shall not be exclusive and shall be in addition to each and every other remedy allocable by this agreement, statute, or local agreement.

12. 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 Cody Ranchettes consists of Six (6) pages.

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

Elwood L. Nielsen Date: 4-1-76  
Elwood L. Nielsen

Lois L. Nielsen Date: 4-1-76  
Lois L. Nielsen

Edwin E. Higbie Date: 4-9-76  
Edwin E. Higbie

Carol L. Higbie Date: 4-9-76  
Carol L. Higbie

STATE OF UTAH )  
 ) SS:  
COUNTY OF CACHE )

The foregoing instrument was acknowledged before me by  
Elwood L. Nielsen and Lois L. Nielsen this 1<sup>st</sup> day of  
April, 1976.

Lowell Anderson  
Notary Public

My commission expires January 31, 1978

STATE OF WYOMING )  
 ) SS:  
COUNTY OF PARK )

The foregoing instrument was acknowledged before me by  
Edwin E. Higbie and  
Carol L. Higbie this 9<sup>th</sup> day of April, 1976.

Agnes L. [Signature]  
Notary Public

My commission expires: May 2, 1977

State of Wyoming, )  
County of Park, ) ss.

This instrument was filed for record  
on the 3 day of November  
1976 at 3:20 o'clock P.M., and  
duly recorded in Book 8  
records on page 758

Phyllis H. Smith  
Notary of Deeds  
By Eileen Kandler  
Deputy

No. 163155 Fees, \$ 18.75