

PROTECTIVE COVENANTS

Mountain West Subdivision Park County, Wyoming

KNOW ALL MEN BY THESE PRESENTS that John S. Bereman and Loujen Bereman are the owners of H.E.S. No. 215, T. 55 N., R. 104 and R. 105 W. of the 6th P.M., Park County, Wyoming. They have divided said land into lots and streets, prepared a plat called Mountain West Subdivision, and recorded the plat in the office of the County Clerk of Park County, Wyoming. These covenants apply to the following lots in the subdivision: Colter, Rendezvous, Pemican, Bridger, Damalia, Assiniboin, Fontenelle, Muzzleloader, Carcajou, and Parfleche.

The real property is subjected to these 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. No commercial business or trade shall be carried on upon any lot except that residents may maintain offices for their professional or personal service endeavors.
2. No subdivision or division of any lot into smaller parcels will be permitted.
3. No structure shall be erected, altered, placed or permitted to remain on any lot other than dwellings and desired out-buildings in keeping with the rusticity of the surroundings. Mobile homes converted to permanent structures, pre-fabricated modular units and the like, will be permitted so long as the exterior is adequately designed or disguised not to resemble trailers.
4. No structure shall be erected, altered or placed on any lot until the building plans and location plot plan have been approved in writing by the undersigned owners or their designated representative as to conformity and harmony of external design and conformity with these covenants. Approval or disapproval will be given within 30 days, but failure to do so shall not relieve the owner or builder from his legal responsibility to comply with the terms of these covenants. At any time after 3 years from the recordation of these covenants, the then recorded owners of a majority of the lots shall have the power, through a duly recorded document, to designate one or more representatives to perform these functions. All persons so serving hereunder shall receive no compensation.
5. Construction of the external details of structures shall be completed within two years from the time construction commences.
6. No shelter other than approved structures shall be used as dwellings places except during construction of improvements. Mobile dwelling places may otherwise be utilized on any lot for a period not to exceed two weeks at any one time so long as the occupants thereof are guests of the resident of the lot and the practice is used with discretion.
7. No out-buildings or livestock enclosures such as a corral shall be located nearer than 60 feet to any lot line.
8. Easements for potential jointly developed facilities are reserved to the undersigned owners until January 1, 1976,

10 feet in width on each side of lot lines between contiguous lots. On or before January 1, 1976, the owners shall designate certain of these easements to be made permanent, and the remainder shall be relinquished by recorded document.

- 9. Electricity, telephone, and other wire or cable transmitted services for individual lots shall be underground within the lots.
- 10. Septic tanks with drain fields or ecologically equal or superior methods must be used for sewage disposal.
- 11. Rubbish, garbage or other waste shall be kept and disposed of in a neat and sanitary manner. No tract or easement shall be used or maintained as a dumping ground for rubbish.
- 12. Parking of vehicles on roads within the subdivision is prohibited. No inoperative motor vehicles shall remain on any lot for longer than 2 weeks unless stored or parked within a structure.
- 13. Enforcement shall be either for restraint or damages.
- 14. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1997, at which time said covenants shall be automatically extended for successive periods of 10 years unless by a vote of the owners of the majority of the lots it is agreed to change said covenants in whole or in part by duly recorded document. Additional covenants may be provided at any time with approval by the owners of the majority of the lots documented in like manner.

Witness our hands this 11th day of May, 1972.

John S. Bereman
 John S. Bereman
Loujen Bereman
 Loujen Bereman

STATE OF WYOMING)
County of Park) ss.

The foregoing instrument was acknowledged before me this 11th day of May, 1972.

Witness my hand and official seal.



Louise H. Dodge
 Louise H. Dodge
 Notary Public

State of Wyoming, } ss.
 County of Park, }
 This instrument was filed for record
 on the 11 day of May
 1972 at 10:45 o'clock A. M., and
 duly recorded in Book 364
 records on page 299
 Eva E. Larson
 Register of Deeds
 By *Eileen V. Finckle*
 Deputy
 No. 140970 Fees, \$ 1.25