

Restrictions in this plat are a preference
 limitation or discrimination based
 on race, color, religion, sex, handicap,
 familial status, or national origin and
 hereby deleted to the extent such
 restrictions, violate 42 USC 3604(c).

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DECLARATION
 OF
 RESTRICTIONS, CONDITIONS, AND PROTECTIVE COVENANTS

BIG VALLEY SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, VISION QUEST ESTATES, a corporation,
 Park County, Wyoming hereinafter referred to as "DEVELOPER", is the owner
 of the following described property situate in Park County, Wyoming, to-wit:

Township 49 North, Range 100 West of the 6th P.M., Park County, Wyoming:

Section 33: Lot 2; and ~~W 1/4~~; EXCEPTING a portion of the ~~NW 1/4~~ of Section
 33, Township 49 North, Range 100 West, all of the 6th P.M., Park County, Wy-
 oming, more particularly described as follows:

COMMENCING at a point 1439.65 feet north and 3953.20 feet east of the southwest
 corner of the ~~NW 1/4~~ of said Section 33 which point is on the East boundary of the
~~NW 1/4~~ of said Section 33; thence westerly for a distance of 1330.84 feet, more
 or less, to the west boundary of said ~~NW 1/4~~ of said Section 33; thence northerly
 along the west boundary of said ~~NW 1/4~~ of said Section 33 for a distance of 1200.73
 feet, more or less, to the northwest corner of the ~~NW 1/4~~ of said Section 33; thence
 easterly along the north boundary of said ~~NW 1/4~~ of said Section 33 a distance of
 1326.10 feet, more or less to the northeast corner of the ~~NW 1/4~~ of said Section 33;
 thence southerly along the east boundary of said ~~NW 1/4~~ of said Section 33 a distance
 of 1200 feet, more or less, to the POINT OF BEGINNING.

ALSO

A tract of land which is a portion of Lot 1 (Resurvey) of Section 33 and a portion
 of the ~~NE 1/4~~ of Section 33, Township 49 North, Range 100 West; all of the 6th P.M.,
 Park County, Wyoming, more particularly described as follows:

COMMENCING at a point 1439.73 feet North and 3954.86 feet East of the Southwest corner
 of the ~~NW 1/4~~ of said Section 33, which point is on the west boundary of the ~~NE 1/4~~ of
 said Section 33; thence easterly for a distance of 1205.11 feet, more or less, to the
 right of way for Wyoming State Highway 120; thence southerly along said right of way for
 said Wyoming State Highway 120 for a distance of 190.95 feet, more or less; thence west-
 erly for a distance of 1035.65 feet, more or less; thence southwesterly along a circular
 curve having radius 50 feet and deflection angle 90°00'47" left; thence southerly for
 a distance of 1209.73 feet, more or less to the northeast corner of Lot 2 (Resurvey)
 in said Section 33; thence westerly along the boundary between said Lot 1 and said Lot
 2 of Section 33 for a distance of 55.21 feet more or less to the southwest corner of
 said Lot 1; thence northerly for a distance of 1439.50 feet more or less, along the
 west boundary of said Lot 1 to the POINT OF BEGINNING.

That they have divided said land into lots and streets, prepared a plat
 called BIG VALLEY 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 except where exceptions are made
 herein.

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 as such 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 adjoining lots 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.

All lots in the subdivision shall be known and described as residential lots, and no commercial enterprise shall be allowed therein.

2. a. All buildings and new construction or alterations to existing structures placed on the land must be approved in writing by the architectural control committee.

b. All construction commenced shall be pursued with reasonable diligence and shall be completed in not less than one year, unless extension for additional time is received from the Architectural Committee.

c. No building or dwelling shall be located nearer than 20 feet from any property line. 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.

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.

4. 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 upon 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 dis-repair or being used to supply substitute or spare parts for the other vehicle.

5. PETS AND LIVESTOCK.

No livestock, except those used for domestic purposes may be kept upon any lot. The owners and occupants of the lots shall be permitted to keep and maintain suitable barns, sheds, stalls, pens, or corrals for any animal kept for domestic purposes, but all shall be kept and maintained so as not to be offensive or become a nuisance to the neighbors. No swine, stock or poultry of any kind shall be raised, bred or kept on any lot for any commercial purpose.

6. BOATS AND TRAILERS, ETC.

No boat, trailer, camper, house trailer or similar vehicle and equipment shall be stored or parked upon any parcel or in the street adjoining any lot for a period in excess of 48 hours, except in a garage or other area located more than 30 feet from the front property line.

7. OIL AND MINING OPERATIONS.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

8. 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, and it 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 a nuisance to the neighborhood.

9. WATER SUPPLY.

No proposed domestic water source.

10. ROADS.

All roadways shown on the subdivision plat are for multiple use of all lot owners. Roads will be built to current Park County Road standards by Vision Quest. Maintenance of roads will be the responsibility of the individual lot owners under the direction of the Architectural Control Committee. Maintenance expense will be paid by the lot owners on a one lot-one share basis.

11. 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 the Big Valley Subdivision 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, 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; the roofs, and exterior color schemes thereof; and any remodeling, reconstruction, alterations, 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 or 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.

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 scheme of the proposed building or other structure are not in harmony with the general surroundings the decisions of the Architectural Control Committee shall be final.

e. No structure or structure's shall be erected, altered, placed, and permitted to remain on any residential 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.

f. There shall be no re-subdivision into a smaller lot.

g. The Architectural Control Committee may modify, change and alter the restrictions and covenants contained in this Section e hereof by giving written notice to all lot owners fifteen days in advance of such proposed alteration, modification and change. Any alteration, modification or change shall be in writing.

h. Neither the undersigned DEVELOPERS or the Architectural Control Committee, nor any architect or agent thereof shall be responsible in any way for any defects or 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.

12. ARCHITECTURAL CONTROL COMMITTEE - COMPOSITION.

a. The Architectural Control Committee shall initially be composed of three individuals who are shareholders in Vision Quest Estates. The initial membership of the Architectural Control Committee shall be Lynn C. Muirbrook, Vance T. Christiansen, and Lee T. Christiansen. After all of the lots in the Big Valley Subdivision have been sold by Vision Quest Estates, the Architectural Control Committee shall be composed of three individuals who are owners of property in the Big Valley Subdivision and shall be elected by a majority of all the Big Valley Subdivision owners on a one lot, one vote basis. Their terms shall run for one year and shall commence on January 1.

b. A majority of the Architectural Committee can designate one of its members to act as a representative for the Committee and to take all actions on behalf of the committee.

c. In the event of death or designation of any member of the Architectural Control Committee the remaining members shall have the sole authority to appoint a successor, subject to timely confirmation by a majority of all the lot owners on a one lot-one vote basis.

13. DURATION AND AMENDMENT.

These covenants are to run with the land and shall be binding upon all owners of the property and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. After 25 years 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 the change said covenants in whole or in part.

These covenants can be amended prior to the times states hereinabove by written instrument duly recorded, signed by fifty-one percent (51%) of the lot owners agreeing to change said covenants in whole or in part, on a one lot-one vote basis.

Land use as outlined in Paragraph No. 1, above may be changed only by appeal to and approval of the Board of County Commissioners of Park County, after receiving approval of the majority of lot owners in writing.

14. ENFORCEMENT.

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

15. 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.

IN WITNESS WHEREOF, the makers hereof have hereunto set their hands this 10th day of July, 1981.



VISION QUEST ESTATES

BY Lee P. Christiansen
President
Shirley C. Cottrell, Secretary

ATTEST:

COUNTY OF PARK)
) ss.
STATE OF WYOMING)

The foregoing instrument was acknowledged before me by Lee T. Christiansen and Shirley G. Cottrell, this 10th day of July, 1981.

WITNESS my hand and official seal.



Ronald Las Roberts
Notary Public

My Commission Expires: January 14, 1984

St. in of Wyoming } ss.
County of Park }
This instrument was filed for record
on the 30 day of September
1981 at 3:50 o'clock P m. and
duly recorded in Microlam Book 64
records on page 1869
By Paula Greenfield Deputy
Notary Public
196973

Vision Quest Estates
attn: Lee Christiansen
Box 5
Meeteetse, Wyo 82433