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STATE OF WYOMING)
) ss
COUNTY OF ALBANY)

AND/OR RECORDED IN THE
MICROFILM RECORDS
JACKIE R. GONZALES
COUNTY CLERK

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR LANDS SEPARATELY OWNED

THIS DECLARATION is made on the date hereinafter set forth by
RICHARD L. GOODMAN, a married man, acting in his sole and separate
capacity, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the sole and separate owner of certain
real property situated in the County of Albany, State of Wyoming,
more particularly described as:

Township 13 North - Range 71 West

Section 6: N $\frac{1}{2}$ NW $\frac{1}{4}$ excepting therefrom a tract of land being more
particularly described as follows:

EX
TAB 1
NW
MAP

Beginning at a point on the north line of said Section 6,
which point bears South 89 degrees 59 minutes 00 seconds East,
1667.29 feet from the northwest corner of said Section;
Thence along said north line, South 89 degrees 59 minutes 00
seconds East, 625.63 feet to a point on the centerline of
Albany County Highway No. 234 as described in a perpetual
easement deed from Union Pacific Railroad Company to County of
Albany, State of Wyoming, dated December 13, 1960, UPRRCo.
Deed No. 6221;
Thence along said centerline, South 15 degrees 47 minutes 00
seconds East, 272.57 feet;
Thence continuing along said centerline, South 11 degrees 09
minutes 00 seconds East, 272.57 feet;
Thence North 89 degrees 59 minutes 00 seconds West, 752.55
feet;
Thence North 00 degrees 01 minute 00 seconds East, 529.34 feet
to the point of beginning.

Said parcel containing an area of 367,759 square feet (8.443
acres), more or less.

Township 14 North - Range 71 West

Section 31: ALL.

hereinafter referred to as "Real Property."

WHEREAS, Declarant desires to establish by this Declaration a
plan for the ownership in fee simple of real property estates
separately owned.

NOW, THEREFORE, Declarant does hereby publish and declare that
the lands and improvements constructed and located thereon, are
hereby subject to use and ownership as set forth herein and the
following terms, covenants, conditions, easements, and
restrictions, uses, limitations, and obligations shall be deemed to
run with the land, shall be a burden and a benefit to Declarant,
his successors and assigns and any person acquiring or owning an
interest in the real property and improvements, their grantees,
successors, or assigns.



ARTICLE I

DEFINITIONS

Section 1. "Declarant" shall mean and refer to Richard L. Goodman, and his successors, administrations and Assigns.

Section 2. "Mortgagee" means any person or other entity or any successor to the interest of such person or entity, named as the Mortgagee, trust beneficiary, or creditor under any recorded mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

Section 3. "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more units but excluding, however, any such person having an interest therein merely as a mortgagee (unless such mortgagee has acquired fee simple title interest therein pursuant to foreclosure or any proceedings in lieu thereof).

Section 4. "Unit" means individually owned parcels of land within the Real Property.

ARTICLE II

DESCRIPTION OF UNITS

As Units are sold, conveyed or transferred by Declarant, they will be described by metes and bounds or other sufficient legal description, and will incorporate all of the rights and burdens incident to ownership of a unit and all of the limitations thereon as described in this Declaration.

ARTICLE III

NATURE OF OWNERSHIP

A. Division. The Real property will be divided into fee simple estates, each consisting of not less than 40 acres, as more fully described in the deeds thereto subsequently filed in the records of the Albany County, Wyoming Clerk's office. Title to each Unit is hereby made subject to the terms and conditions hereof, which shall bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquired his Unit.

B. No Subdivision. No Owner or Group of Owners shall have the right to subdivide or partition any Unit or Units, and in taking title to any Unit the Owner thereof shall be deemed to have waived any and all rights to subdivide or partition same.

ARTICLE IV.

USE, CONSTRUCTION AND MAINTENANCE
COVENANTS AND RESTRICTIONS

A. Permitted Uses. The Real Property hereinabove described is hereby restricted in use for either (i) single family residential purposes; or (ii) commercial or business purposes. Notwithstanding anything herein to the contrary, no industrial, manufacturing or processing purpose, no trade or business of a noxious or unsightly nature, and no enterprise of any kind with an illegal or immoral purpose or purposes shall be permitted at any time or times whatsoever. An Owner shall be permitted to keep and maintain livestock in addition to or in connection with any of the above permitted purposes.

B. Construction. Any building(s) erected on the Property shall be on-site construction, except that factory-constructed or modular buildings shall be permitted, provided they are placed on permanent foundations and otherwise in conformity with this Declaration. All structures shall have a minimum ground floor usable interior of 850 square feet. No structure, including outbuildings, may utilize corrugated metal sheeting as a siding material. Painted metal panels are an accepted form of siding. No mobile homes shall be allowed on the Property at any time for permanent or temporary dwelling or other purposes. For purposes of this covenant, "permanent or temporary" shall be described as more than thirty (30) days in any twelve (12) month period.

C. Utilities. All utilities and service lines shall be underground inside the Unit property boundaries.

D. Waste Disposal.

1. A waste water treatment system for each individual owner must be installed by the owner and must be permitted by the Albany County Planning Director.

2. Solid wastes shall be disposed of by the Owner. Trash, garbage or other wastes shall be kept within the buildings and no part of the premises shall be used as a dumping ground or for the accumulation of litter, trash junk or garbage.

E. Water System. Each structure designed for occupancy or use by human beings shall be connected to a private well or other water source provided by the homeowner. The water supply system shall be the responsibility of the owner and shall conform to standards of the Wyoming State Public Health Department and the Wyoming Department of Environmental Quality, and permitted by the State Engineers Office.

F. Excavation and Mining. No excavation of any kind including that for stone, sand, gravel or earth shall be made on any portion of the above-described real property, except for such excavation as may be necessary in connection with the erection of any improvement thereon.

G. Continuity of Construction. All structures commenced shall be prosecuted diligently to completion and shall be completed within 18 months of commencement. If the construction progress is slowed or interrupted, the construction site shall be cleaned up into a neat, orderly and safe place.

H. Fences and Livestock. In the event an Owner at any time keeps, raises or maintains livestock on the Property, it shall be the responsibility of the Owner to fence said livestock within the boundaries of the Unit by erecting, at such Owner's expense, wire fencing which shall comply with the Wyoming Game and Fish Department fencing guidelines for free movement of wildlife in effect at the time of said construction. Unit boundary fencing will consist of at least one wooden post between each two steel posts with the posts to be not less than one rod apart. No livestock shall be permitted on the unit until the fencing as described herein is completed.

I. Improvement Location. No improvement shall be constructed closer to any property line or easement line than a distance of thirty (30) feet. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of such improvement.

J. Nuisance. No noxious or offensive activities shall be carried on upon any part of the property subject to these covenants, nor shall anything be done, tolerated or suffered thereon which may become an annoyance or nuisance to other property owners on the

land subject to these covenants. Fireworks or any other high noise level activity shall not be permitted within the subdivision.

K. Signs. No signs of any kind or character shall be displayed to the public view on any of the property hereinabove described, except:

1. A sign advertising the premises for sale or rent, or open for inspection, which sign shall not exceed a surface area of six square feet.

2. A sign advertising a permitted commercial use, which sign shall not exceed a surface area of six square feet.

3. Any light used to illuminate signs, parking areas or for any other purpose shall be so arranged as to reflect the light away from the nearest residence and away from the vision of passing motorists.

The above does not apply to the Declarant for advertising the Real Property for sale.

L. Vehicles and Machinery. No commercial vehicles, machinery or equipment, except for construction purposes, shall be stored anywhere on a Unit unless enclosed in a garage or storage building. This section will not apply to vehicles, used on a regular basis.

M. Sporting Activities. No hunting or discharge of firearms for any purpose will be permitted at any time within the boundaries of any Unit.

N. Preservation of Lands and Scenery. Revegetation of disturbed areas is required. Unsightly weeds, underbrush, or other unsightly growths not maintaining the visual continuity of the surrounding area shall not be permitted to grow or remain on the premises, and no refuse pile or unsightly accumulations or objects shall be allowed to be placed or to remain anywhere on the Real Property.

O. Invitees or Lessees. Invitees or lessees of the Owner will be expected to uphold the covenants and restrictions contained herein, and it will be the responsibility of the Owner to inform invitees or lessees of the rules and regulations and enforce the rules and regulations outlined by this document. The use of a motor home by the guests of an Owner shall be restricted to a period not exceeding thirty (30) days in any one calendar year.

ARTICLE V

GENERAL PROVISIONS

A. Enforcement. Any Owner or Group of Owners shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The prevailing party or parties in any such enforcement action shall be entitled to reimbursement from the non-prevailing party or parties for their reasonable attorney fees and costs incurred in bringing or defending such action. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

C. Revocation. This Declaration may be revoked upon the unanimous consent and agreement to such revocation, by instrument(s) duly recorded, and duly executed by one hundred percent (100%) of the current Owners and Mortgagees of the Real Property.

D. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Unit Owners and Mortgagees. Any amendment must be duly authenticated and recorded.

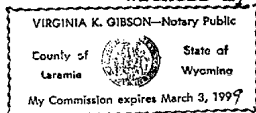
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 31st day of July, 1996.

Richard L. Goodman
Richard L. Goodman

STATE OF WYOMING)
) ss
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me this 31st day of July, 1996, by Richard L. Goodman.

Witness my hand and official seal.



Virginia K. Gibson
Notary Public

My commission expires: 3-3-99