

EXHIBIT "A"

PROTECTIVE AND RESTRICTIVE COVENANTS FOR  
SW ¼ Sec. 13, T15N, R73W of the 6<sup>TH</sup> PM in Albany County, Wyoming.

1. **PURPOSE.** It is the purpose and intent of these covenants to protect and enhance the value and attractiveness of and promote the harmonious use of the subject parcel for agricultural, recreational and low density residential purposes.

2. **LOT SIZE.** No lot shall be divided into sub lots of less than 20 acres.

3. **BUILDING TYPE, SIZE, USE AND LOCATION.** There shall be only one dwelling per lot or sub lot. Such dwelling shall be for single family occupancy, shall not exceed three (3) stories in height and shall have a minimum of one thousand two hundred fifty (1,250) square feet of finished living space on the first level above grade. All dwellings shall be of new construction except that dwellings may be of modular-type construction (manufactured or built at one site and delivered to and assembled upon a permanent foundation on the lot). No temporary or moveable structure shall be used as a residence except that a mobile or temporary home shall be permitted for no more than one year during construction of the new dwelling.

Only accessory buildings and structures which are incidental to the permitted uses such as, including but not limited to, garages, private workshops, barns, corrals and productive agricultural structures may be constructed.

Guest houses shall be constructed of the same material as the dwelling. Guest houses shall not be used for full time residence except that related senior citizens may reside permanently in the guest house.

No permitted dwelling or accessory building or structure shall be located closer than one hundred (100) feet from any boundary line of any lot or sub lot or located so as to interfere with any right-of-way easement. There shall be a right-of-way easement thirty (30) feet in each direction from the center line of all access roads as set forth on Exhibit A. There shall be a twenty (20) foot utility easement adjacent to and parallel with all lot lines. There shall be utility guying easements on all lots as required by the appropriate utility companies.

4. **WELLS.** All wells shall be completed according to current state and county standards and in addition shall be cemented to the top of the first potable aquifer. Wells shall be permitted as domestic wells.

5. **SEWAGE AND SOLID WASTE DISPOSAL.** All sewage facilities shall be constructed within the permitted dwelling and shall be connected to outside sewage disposal systems which must be permitted and conform to the standards established by the State of Wyoming. The owner/installer must provide an affidavit stating compliance and results of percolation tests. Solid waste shall not be visible from public or access roads, or adjoining lots. Solid waste shall be disposed of by the owner, and no part of the lot shall be used as a dumping

grounds, landfill, or for the accumulation of solid waste. No hazardous or toxic waste may be disposed of on any lot.

6. **FENCES.** Boundary fences shall be constructed within 12 months from date of purchase; except that adjoining lot owners may, by mutual consent, elect not to fence. No fence shall be constructed as to interfere with easements required for access to any lot. New or like new material must be used in fence and cattleguard construction. No railroad ties shall be used in the construction of said fences.

7. **ROADS AND ROAD MAINTENANCE.** All roads providing access to the lots shall be considered as private roads for the private use of the lot owners, their guest and invites. Albany County, State of Wyoming and any other governmental body having jurisdiction shall have access and right of ingress and egress over the roads for the purpose of providing governmental services.

The lot owners shall be obligated to maintain the roads and bear the cost thereof. The cost for each lot owner shall be determined by dividing the total cost of maintenance and snow removal by the total number of lots.

8. **LIVESTOCK AND ANIMAL CONTROL.** Lots may be used for the grazing and production of livestock such as cattle, horses, goats, sheep and other domestic animals. Overgrazing is prohibited. The owner shall fence the lot prior to allowing livestock to graze. No domestic animal including, but not limited to, dogs and cats, may be allowed at any time to leave the confines of the owners' lot.

9. **NUISANCE.** No obnoxious or offensive activity, or commercial business or trade shall be carried on upon any lot, except that professional offices may be maintained within the residential building. No industrial development or mining of limestone is allowed. Ungaraged, inoperative automobiles, machines or other equipment except antiques must be screened from view of other dwellings and road rights of way. Noxious weeds and pests on individual lots are to be controlled by the lot owner. Lot owners shall share control of noxious weeds on road rights of way. Land on which natural vegetation is disturbed shall be reseeded by lot owner to prevent soil erosion.

10. **ENFORCEMENT.** Enforcement of these covenants shall be by appropriate legal proceedings against those persons violating or attempting to violate any covenant. Such judicial proceeding shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, assessments, or for such other and further relief as may be appropriate. The failure to enforce or to cause the abatement of any violation of these covenants shall not preclude or prevent the enforcement thereof of a further or continued violation of these covenants; whether said violation shall be of the same, or different provision within these covenants.

11. **SEVERABILITY.** Should any part of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

12. **DURATION AND ALTERATION.** These covenants shall run with the land, and shall be binding upon all persons owning lots and shall be in effect for a period of twenty (20) years from and after the date these covenants have been filed of record, after which period said covenants shall automatically renew for 10 year periods unless otherwise changed by the owners of a majority of the lots shall elect in writing to extend said covenants for an additional specified period, at which time these covenants shall cease to be and be of no further force and effect unless similarly extended for an additional period of periods. Provisions for maintenance of the roads shall not be permitted to lapse with the other covenants unless other provisions are made for continuation of said road maintenance.

13. **HOMEOWNERS ASSOCIATION.** Lot owners may form a Homeowners Association, using such legal entity as is permitted by the laws of Wyoming. In the event a majority of lot owners desire to form a Homeowners Association, all lot owners shall be required to be members thereof. Each lot owner shall be entitled to one vote, and all decisions will be made by a majority of the lot owners. The Homeowners Association shall not have any authority or power to modify or terminate these covenants.

14. **GENERAL PROVISION.** Lot owners are hereby made aware of the proximity of these lots to the Mountain Cement Permitted Mining area. The seller assumes no responsibility for any damage claims, if any, as a result of their mining operations.