

3 Ranch, Inc.

TO THE PUBLIC

STATE OF WYOMING)
)) ss.
COUNTY OF ALBANY)

DECLARATION

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That A 3 Ranch, Inc., a corporation organized and existing under the laws of the state of Wyoming, being the owner of all the lots and lands in Sage Brush Park Addition, Albany County, Wyoming, covenants and agrees that all the lots as described in said Addition are held subject to and with the benefits of all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, and it further covenants and agrees that any subsequent plat or addition of any and all lots hereafter platted presently owned by it and platted as subsequent Sage Brush Park Additions shall be subject to the following covenants and restrictions, to-wit:

1. The land shall only be used for residential purposes or the care and keeping of livestock, and no building shall be erected, altered, placed, or permitted to remain on any plot other than one-family dwellings, not to exceed two stories in height and with a minimum of 720 square feet in the ground floor area, together with garages, barns and outbuildings incident to the use of the dwelling and the care and keeping of livestock. All buildings shall be of new construction and no existing building or structure shall be moved onto or placed upon the land.

2. No building shall be located on the land nearer than 25 feet from the boundary line of such land; and the land cannot be subdivided.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding located on the land shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any house trailer or mobile home be permitted to remain on the land.

4. The land shall be enclosed with a legal fence constructed on or approximately on the boundary line of the land; however it may not be constructed of railroad ties.

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

6. These covenants shall run with the land and shall be binding upon all parties owning the land.

7. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

8. Ownership of a lot shall entitle such owner to a membership in the Homeowners Association; such owner shall be subject to the rules, regulations and assessments, if any, adopted by such Association, including assessment or fees, if any, that may be imposed for road maintenance or other improvements, as may be voted by a majority of the association membership. No lot may be resold without an approved transfer of said certificate of membership and until 50% of the available sites have been initially sold, approval of said membership transfers shall be obtained by the owners of the unsold lots. Thereafter the approval shall be with the Committee chosen from the membership of the Homeowners Association. There shall be a committee of three members chosen from the membership of the Homeowners Association to maintain the roads and recommend such other business as is deemed appropriate. The Homeowners Association shall govern itself in a manner to be decided by the owners; such procedural and governing articles to be agreed to by the membership at such time as 50% of the total platted lots have been sold. Changes in board members and termination of office is to be decided by the membership.

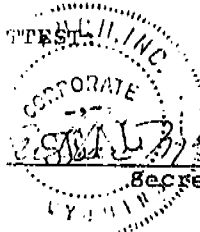
9. Individual homeowners shall be responsible for their own garbage and refuse disposal. No open burning shall be allowed.

10. The Homeowners Association will be responsible for the continuous maintenance of streets and water storage tanks in a satisfactory condition. The Homeowners Association shall keep the water storage tank filled with water at all times. Until such time that the Homeowners Association is formed, the developer will assume the responsibilities of the Homeowners Association.

IN WITNESS WHEREOF, A 3 Ranch, Inc., has caused these presents to be signed by its president and its corporate seal hereto affixed this 29th day of March, 1978.

A 3 RANCH, INC., A Wyoming Corporation

By: Geraldine McKechnie
President



Geraldine McKechnie
Secretary

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The above and foregoing Declaration of Protective Covenants was acknowledged before me by Geraldine McKechnie, as President, and on behalf of A 3 Ranch, Inc., a Wyoming corporation, this 29th day of March, 1978.