

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR

AND PLAT - EXHIBIT "B"

THIS DECLARATION is made this 28th day of January, 1980, by Robert C. Westbrook and Bonnie J. Westbrook, hereinafter referred to as "the Declarants".

WITNESSETH:

WHEREAS, the Declarants are the owners of that certain parcel of real property located in the County of Albany, State of Wyoming, legally described on Exhibit "A" attached hereto and incorporated herein by reference, and hereinafter referred to as "the Property";

NOW THEREFORE, the Declarants hereby declare that the Property shall be held, sold, conveyed, transferred, leased, subleased, and occupied subject to the following easements, covenants, conditions, and restrictions which shall run with the Property and which are for the purpose of protecting the value and desirability of the Property and every portion thereof and shall be binding upon all the parties having any right, title, or interest in the Property or any portion thereof, their heirs, administrators, successors, and assigns, and shall inure to the benefit of the owners thereof.

ARTICLE I: DEFINITIONS

Section 1: "Owner shall mean and refer to the record owners, whether one or more persons or entities, of any lot, tract, or parcel of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II: EASEMENTS

Section 1: Road Easements. The Declarants hereby expressly grant a forty foot roadway easement deeded to each individual and to their successors, assigns, and invitees, forever, a non-exclusive perpetual road easement forty feet (40') in width, over and across and twenty feet (20') on each side of the center line of all roads.

Section 2: Utility Easements. The Declarants hereby expressly excepts and reserves unto itself and to its successors, assigns, and invitees, forever, a non-exclusive perpetual utility easement inside said forty foot right-of-way, parallel with, and on each side

COPY

of all road easements, on each parcel of each Property as required by the utility involved.

ARTICLE III: ARCHITECTURAL CONTROLS

Section 1: Land use and Building Type. Except as otherwise provided herein, no building shall be erected, altered, placed, or permitted to remain on any lot, tract or parcel of the Property other than single-family residential dwellings with attached or unattached garages, or trailers, if placed on a permanent foundation, modular homes, unattached pump houses, residential guest houses, and non-residential outbuildings and structures such as barns, stables, or corrals for use specifically in connection with the care of livestock, as permitted under these covenants, or for the maintenance of equipment.

Section 2: Nuisance. Nothing which may be or may become annoying or a nuisance to other Owners shall be permitted on any lot, tract, or parcel of the Property. No obnoxious or offensive activity or commercial business or trade shall be conducted upon any lot, tract, or parcel of the Property. For the purposes of this covenant, ungaraged, inoperative automobiles, machines, or other equipment which remain on any lot, tract, or parcel of the Property for more than ninety (90) days shall be deemed to be a nuisance.

Section 3: Temporary Residence. No structure of a temporary character, trailer, mobile home, basement, tent or accessory building shall be used on any lot, tract, or parcel of the Property as a residence. However, a pickup camper, camper trailer, motor home, or small tent may occupy a lot, tract, or parcel of the Property if there is a permanent residential structure thereon. A pickup camper, camper trailer, motor home, or tent may occupy a lot, tract, or parcel for a period of time not to exceed six (6) months, for construction purposes, during the construction of the initial residential structure.

Section 4: Refuse and Rubbish. Rubbish, refuse, garbage, and other wastes shall be kept within sealed containers, shall not be allowed to accumulate on the Property, and shall be disposed of in a sanitary manner. There shall be no open burning. No lot, tract, or parcel of the Property or easement shall be used or maintained as a dumping ground for such materials. All containers

COPY

shall be kept in a neat, clean, and sanitary condition. No trash, litter, or junk shall be permitted to remain exposed upon the Property and visible from public roads or adjoining or nearby properties.

Section 5: Livestock. Any lot, tract, or parcel of the Property may be used for the grazing of livestock such as cattle, horses, and sheep. Overgrazing is prohibited which shall be determined by ASC standards if question arises. Livestock shall be properly cared for with adequate maintenance, food, shelter, and fencing. Disputes of this nature shall be settled by an arbitration committee; one arbitrator shall be picked by lot owner, one by the Declarants, and one by the first two arbitrators, making a committee of three. It shall be the responsibility of the lot owner to fence the lot, tract, or parcel of the Property when livestock are to be maintained on such lot, tract, or parcel. Outbuildings may be erected and maintained for such animals.

Section 6: Pets. No pets will be allowed to run loose or uncontrolled. Dogs shall be kept leashed or within fenced enclosure, and shall be limited to a maximum of two dogs per home site.

Section 7: Fences. Fences shall be permitted with the following exceptions: Fences shall not be constructed so as to interfere with wildlife movement as established by the Game and Fish Department, nor shall fences be constructed so as to interfere with the road easements hereinbefore established and required for access to adjoining lands, unless cattle guards are installed in place of gates.

Section 8: Advertising. No advertising, signs, or billboards shall be erected, placed, or permitted to remain on the Property. Notwithstanding the foregoing, signs offering a lot, tract, or parcel of the Property for sale, shall be permitted.

Section 9: Subdividing. No further division of the Property shall be permitted into less than 17.5 acres except through approval.

Section 10: Waste Systems. Any waste disposal, septic systems or well drilling must meet all county and state requirements and conditions prior to installation.

ARTICLE IV: GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of the Declaration and these covenants, conditions, and restrictions shall be by appropriate

proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available. Such judicial proceedings may be prosecuted by any lot owner. The failure to enforce or to cause the abatement of any violation of this Declaration shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within these covenants.

Section 2: Severability. Should any part or parts 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.

Section 3: Duration. The herein included agreements, covenants, restrictions, and conditions shall run with the land; shall be binding upon all persons owning lots, tracts, or parcels of the Property, and any persons hereinafter acquiring said lots, tracts, or parcels of the Property; and shall be in effect for a period of twenty-five (25) years from and after the date these covenants are recorded in the office of the Clerk and Recorder of the County of ALBANY, State of WYOMING, after which period said covenants shall cease to be and shall be of no further force and effect unless the Owners of two-thirds (2/3) of the Land Area within the Property shall elect, in writing duly filed, to extend said covenants for an additional period at which time these covenants shall cease to be and shall be of no further force and effect unless similarly extended for an additional period or periods.

IN WITNESS WHEREOF, Robert C. Westbrook and Bonnie J. Westbrook, have caused this Declaration to be executed the day and year first above written.

Robert C. Westbrook

Bonnie J. Westbrook

COPY

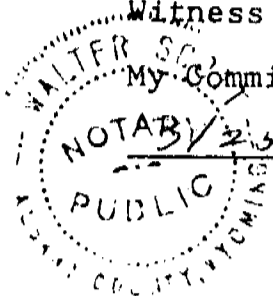
STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by
Robert C. Westbrook and Bonnie J. Westbrook this 28 day
of JANUARY, 1980.

Witness my hand and official seal.

My Commission Expires:

2/5/81



Walter Scott
Notary Public

COPY

Bob Westbrook Description

A tract of land situated in Sections 13 and 14, Township 16 North, Range 75 West of the Sixth Principal Meridian, Albany County, Wyoming. Said tract of land being all that land in said Sections 13 and 14 lying north of the northernmost right of way of Interstate 80 and west of the centerline of Herrick Lane being described more particularly as follows:

Beginning at the north one quarter Section corner of said Section 13;

thence $N88^{\circ}46'W$ along the north section line of said Section 13 a distance of 2662.65' to the north Section corner common to said Sections 13 and 14;

thence $S89^{\circ}42'W$ along the said north section line of Section 14 a distance of 2482.85' to the northernmost right of way of Interstate 80;

thence southeasterly along the the northernmost right of way of Interstate 80 along a curve to the left through a central angle of $13^{\circ}43'$ with a radius of 5529.58' an arc distance of 1324.38';

thence $S70^{\circ}08'E$ along the northernmost right of way of Interstate 80 a distance of 5629.39' to the east section line of said Section 13;

thence $N01^{\circ}00'E$ along the said east line of said Section 13 a distance of 228.39' to the east one quarter section corner of said Section 13;

thence $N00^{\circ}24'E$ along the said east section line of Section 13 a distance of 1630.27' to the centerline of Herrick Lane;

EXHIBIT "A"
(1)

COPY

thence northwesterly along the centerline of Herrick Lane along a curve to the right through a central angle of $14^{\circ}39'$ with a radius of 1432.39' an arc distance of 366.10';

thence $N31^{\circ}23'W$ along the centerline of Herrick lane a distance of 877.30' to the north section line of said Section 13;

thence $N88^{\circ}55'W$ along the said north section line of Section 13 a distance of 1949.88' to the point of beginning.

Said tract of land contains 265.94 acres, more or less, subject to all rights, restrictions, reservations and/or easements of sight and record.

COPY

EXHIBIT "A"
(2)