

return to:
Rocky Mountain Timberlands
PO Box 1153
Bozeman, MT 59771-1153

**DECLARATION OF COVENANTS
WyTex Ranch-ROS #2006 738**

ROCKY MOUNTAIN TIMBERLANDS, INC., a Montana corporation registered to do business in Wyoming, of PO Box 1153, Bozeman, MT 59771-1153, herein the Grantor, is the titled owner of that certain property located in Albany County, Wyoming, more particularly described as follows:

See Exhibit "A"

The immediate Grantors and all future Grantees, (which includes present Grantees) their successors, heirs and assigns forever, of any portion of the said property, covenant and agree by the acceptance of a conveyance to faithfully observe and comply with the following restrictions, conditions, covenants and limitations, which shall be deemed covenants running with the land.

1. Any and all animals kept on the property must be fenced or contained within the boundaries of said property. ~~Pets shall not be allowed to run at large and shall be under control at all times.~~ No property owner or resident shall be permitted to operate a commercial hog farm, a commercial feedlot, or a commercial chicken farm, any commercial livestock raising or training, or farming operation on the property. Livestock will be construed to mean, but not limited to, swine, sheep, cattle feeding, livestock, poultry, llamas, emus of similar animals. Any animals kept on this property shall be for domestic or household use only, including pets, and are subject to paragraph five herein. Commercial dog kennels or boarding will not be allowed.
2. Any property owner must assume the burden of supplying and developing water and sewage facilities for his own domestic use. Wells and water systems shall be drilled, installed and maintained at all times in accordance with all applicable rules and regulations of any public agency having authority over same.
3. All future Grantees consent and agree that any roads giving access to this property are not maintained by Grantor. All future Grantees are totally responsible for providing and maintaining non public roads. This is to say that if a purchaser wants the roads maintained he or she may do so but is not required to do so. All future grantees covenant and agree that until such grantees have developed the access to their individual property to county standards that said grantees will not petition or request and assistance or development by the county for road improvements.
4. All future Grantees covenant and agree that the Grantor is reserving a sixty-foot (60') foot wide easement for general ingress and egress and a general easement for public utilities across the property sold herein. Public utilities will follow roads where convenient and economically feasible in the opinion of the Grantor herein. All future Grantees covenant and agree that Grantor is granting said Grantee an easement for ingress and egress to the property sold herein over and across all roads which Grantor has the right to travel to said property. The sixty-foot (60') easement will be reserved on all existing roads, and on any additional easements recorded, or proposed, or reserved on said property's Certificate of Survey, or Rocky Mountain Timberlands' sales map, unless stated otherwise. Proposed roads will be shown as "Exhibit A" and attached to the Abstract of Agreement and /or Warranty Deed which transfers title from Rocky Mountain Timberlands to future Grantees. In the case of proposed roads shown on "Exhibit A" locations may vary when actually constructed.

ALBANY COUNTY, LARAMIE, WY
JACKIE R GONZALES, ALBANY COUNTY CLERK

02/27/2006 #2006-1204
12:30:00PM 1 OF 4


5. All future Grantees covenant and agree not to build, maintain, operate or construct, or in any way cause to be placed within fifty feet (50') of the boundary lines of the subject property any improvements thereto. (Customary boundary fencing is expected.) All future Grantees further covenant and agree not to cause any condition that will cause the accumulation or existence of garbage, junk or condition causing a noxious odor on subject property, or conditions which would normally be deemed a private or public nuisance, including, but not limited to, inoperative motor vehicles and scrap materials of every sort. Grantor shall determine, at its discretion, what is judged to be garbage, junk, a noxious odor, a nuisance, or inoperative vehicle or vehicles. Inoperative vehicles stored in a finished garage will be exempt from this paragraph.
6. All future Grantees covenant and agree that no gates, fences or other obstructions shall be placed on any access road. This restriction shall not prevent a future Grantee from placing a gate on an access road, on Grantee's property, if the road terminates on that Grantee's property. Metal cattle guards will be allowed if installed in accordance with county road regulations.
7. All future Grantees covenant and agree that any construction of homes, outbuildings or any other buildings must be completed on the exterior within eighteen (18) months of the commencement of construction, minimum square footage of any home shall be 600 sq. ft. A landowner may install a cattle guard or gate on his driveway as long as the driveway is not part of Rocky Mountain Timberlands' road system to access other parcels.
8. All future Grantees covenant and agree that mobile homes will not be placed on the property as residences, modular homes may be placed on the subject property if they are factory modular homes and are no more than five years old at the date of installation on this property. (Note, 60 square feet is the minimum size of any residence.) The home is to be completely skirted within thirty (30) days of arrival at subject property. Exterior materials shall be non-reflective and non-metallic materials must have been factory installed. No mobile home may be installed on subject property and then covered with wood siding. This covenant is not intended to prohibit a property owner from storing a factory-constructed recreational vehicle on the subject property following completion of Grantee's residence. A property owner may use a factory-constructed recreational vehicle for temporary use on this property during construction, during hunting season or during vacations. In the case of construction, two years (2) years shall be the maximum use, but never as a permanent residence. During construction said construction must be obvious to Grantor or 90 days per year is maximum time said recreation vehicle may be kept on subject property prior to permanent residence being completed.. Construction must be on going. Ninety (90) days shall be the maximum use in the case of hunting season and/or vacations.
9. All future Grantees covenant and agree that grantor will allow no more than two single-family residence and accompanying buildings per each thirty-five (35) acre or larger lot. Each residence may have a guest house and out buildings, such as unattached garage, barn, etc.
10. Any provisions herein may be amended or revoked, and additional provisions added, at any time by written instrument duly signed and acknowledged by the owners of record of not less than 60% of the parcels covered under these covenants as described in the legal description on Page 1 herein.

- 11. There is an existing grazing lease with the previous owner of the Wytex Ranch. As a result of this grazing lease, the lessee's cattle may graze the lands covered in these covenants for a period of five years, beginning March 18, 1997. In the event any landowner does not want cattle on his or her land during that time, he or she may fence the cattle out at the landowner's expense.
- 12. In the event it should become necessary for any party, which shall include a landowner, either legal or equitable, of any tract within the boundaries of the lands herein described, to seek enforcement of these covenants against any offending party, then the successful litigant or litigants shall be entitled to receive from the other party or parties, in addition to the costs and disbursements allowed by statute, reasonable attorney's fees. Any violation of these covenants may also be deemed a breach of the terms and provisions of the contractual provisions of purchase under the sale agreement, and shall be in addition to and not in lieu of further remedies that may be available to the Grantor or its assigns, or other affected parties.

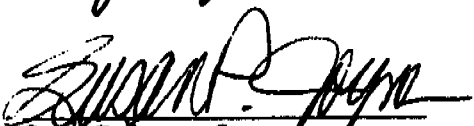
It is intent of this declaration that this land is to be used for agricultural purposes (subject to certain limited exceptions) with residential and other uses being incidental thereto.

DATED this 23rd day of February, 2006.

ROCKY MOUNTAIN TIMBERLANDS, INC.,
A Montana corporation registered to do business in Wyoming



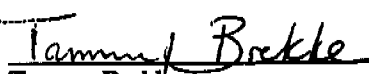
Wayne Joyner, President



Susan P. Joyner, Secretary

STATE OF MONTANA)
 : ss.
County of Gallatin)

On this 23rd day of February, 2006 before me, a Notary Public in and for the Sated of Montana, personally appeared Wayne Joyner and Susan P. Joyner, known to be the President and Secretary, respectively, of Rocky Mountain Timberlands, Inc., a Montana corporation, and acknowledged to me that they executed the foregoing instrument for and on behalf of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Tammy Brekke
Notary for the State of Montana
Residing at Belgrade, Montana
My commission expires: January 1, 2010

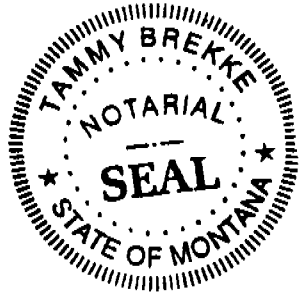


EXHIBIT "A"

**Township 24 North, Range 76 West, Section 18
Record of Survey #2006 738, recorded 2/01/06
Described as lots:**

- WT-76C**
- WT-77C**
- WT-78C**
- WT-79C**
- WT-80C**
- WT-81C**
- WT-82C**
- WT-83C**
- WT-84C**