

**RESTRICTIVE COVENANTS FOR SYLVIA NEWTON TRUST TRACT
PLAT**

as recorded in Book 6 of Plats, Pages 37-38, on April 20, 1995.

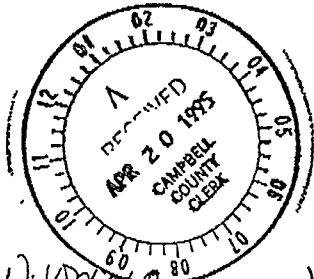
1. No property shall be used for any purpose that would result in the pollution of any waterway which flows through or nearby said property, being refuse, sewage, or other material that might tend to pollute the waters thereof or otherwise impair the ecological balance or beauty of the surrounding lands.
2. At no time shall any garbage, trash or other debris be allowed to accumulate that creates a public health hazard or nuisance to other owners of Newton Trust Lands.
3. No portion of the property shall be used or maintained as a public dumping ground for trash, garbage, and other waste.
4. No salvage yard shall be permitted on any parcel of Newton Trust Lands. A salvage yard shall include but shall not be limited to the storage and sale of used or junk vehicles, scrap metal, wood or other material.
5. All sewage disposal systems shall meet county regulations and be of such type and construction so as to prevent all dissemination of wastes above ground and prevent the emanation of odor.
6. All septic tanks and their placement and construction are the responsibility of the landowner and are to be at least fifty (50) feet from adjoining properties.
7. No business activity shall be conducted which creates odor, dust, or noise which is a nuisance to any other property owner or occupants of Newton Trust Lands. Normal farm and ranch operations are exempt and allowed.
8. In the event any owner or resident, upon said property, shall maintain livestock or pets, said owner shall be responsible for constructing such a fence as will restrain and keep all livestock and pets on his own property in accordance with Wyoming law.
9. For a violation or breach of any of these Restrictive Covenants by any person or persons, any land purchaser(s) of Newton Trust Lands shall have the right to proceed at law or in equity to compel a compliance with these Restrictive Covenants. Should it be necessary for any owner or owners of Newton Trust Lands to take legal action for the enforcement of these covenants, the party so violating the covenants shall be liable for all reasonable attorney's fees and costs associated with said enforcement.
10. Any individual, partnership or corporation, that is a buyer of a parcel of Newton Trust Lands, their assigns, agents or lessees, who violates or breaches any of these covenants or restrictions contained herein, shall be assessed a penalty of \$25 per day for each day of a continuing violation. The period of a violation shall be deemed to begin on the written notice to the violator and shall continue until termination of the violation or breach.

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

12. These covenants and restrictions may be amended or altered at any time upon the approval of the owner or owners of seventy-five percent (75%) of Newton Trust lands.

13. These covenants and restrictions are binding and run with the land. All owners, successors, assignees, tenants, heirs, partners, or agents, etc. must comply with these covenants.

14. The term of these Restrictive Covenants shall be for a period of twenty (20) years from the date hereof, and said Restrictive Covenants shall automatically be renewed for an additional period of twenty (20) years, and thereafter said Restrictive Covenants shall be renewed for additional term of twenty (20) years unless persons owning two-thirds (2/3) of Newton Trust Lands file an appropriate instrument prior to the expiration of any twenty (20) year term, either amending or otherwise changing said Restrictive Covenants.



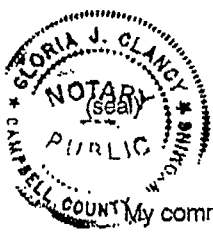
FREEDOM HILLS JOINT VENTURE

By: B. A. Dick Mader
Manager of Partners General Partner

State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by B. A. Dick Mader,
General Partner this 20th day of April, 1995
Freedom Hills Joint Ventures
Witness my hand and official seal.

Gloria J. Clancy
Notary Public



My commission expires: 12/16/97

STATE OF WYOMING } ss.
Campbell County

Filed for record this 20th day of April A.D. 1995 at 12:54 o'clock P M. and recorded in Book 1332
of PHOTOS on page 409-410 Fees \$ 8.00 **695512**

Susan F. Saunders By Patricia A. Spurling
County Clerk and Ex-Officio Register of Deeds Deputy

RECORDED
ABSTRACTED ✓
INDEXED
CHECKED ✓