

RESERVATIONS AND RESTRICTIVE COVENANTSCHEROKEE TRAIL SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: A Bar One Ranch, a Wyoming Corporation, fee owner of the following described real property situate in the County of Carbon, State of Wyoming, more particularly and specifically described as follows:

The NW $\frac{1}{4}$ and the N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 10, T16N, R82W, 6th P.M., Carbon County, Wyoming, the boundary of which is described as follows:

Beginning at the NW Corner of said Section 10;

Thence S87°06'26"E, 2498.16 ft. to the N $\frac{1}{2}$ Corner of said Section 10;

Thence S2°51'43"E, 2364.25 ft. to the center $\frac{1}{4}$ corner of said Section 10;

Thence S2°51'43"E, 1266.38 ft. to the Center-South 1/16 corner of said Section 10;

Thence S67°41'06"W, 2712.87 ft. to the South 1/16 corner of Sections 9 and 10;

Thence N1°04'15"E, 1290.59 ft. to the West $\frac{1}{4}$ corner of said Section 10;

Thence N0°13'39"E, 2569.95 ft. to the point of beginning; said subdivision containing 223.095 acres, more or less.

Knows as Cherokee Trail Subdivision and recorded in Book 570 at Page 29 in the office of the County Clerk and Ex-Officio Register of Deeds in and for Carbon County, Wyoming, having platted and dedicated the same as a legal subdivision does hereby make the following declarations as to reservations, restrictions, limitations and uses to which the tracts constituting said legal subdivision may be put, contemplating the development of said land as a residential area and the purchase of tracts therein for residential purposes. The within restrictions and reservations shall govern the control, ownership, use, occupancy and transfer of the tracts contained in said legal subdivision under and upon the following, terms and conditions:

1. NAME AND PLAT: The name of this subdivision is Cherokee Trail Subdivision and this instrument shall be construed as a part of the plat of the subdivision as though the same were set forth thereon in full.

2. EXTENT OF RESTRICTIONS. Reservations, restrictions and limitations herein set forth shall be construed as conditions attached to the grant of each tract in said legal subdivision and as covenants running with the land; they shall be part of every deed, grant, conveyance, or encumbrance on the tracts herein concerned, or any part thereof, the same as if they were set up in full in each deed, and every deed, grant, conveyance and encumbrance shall be subject to the terms and conditions hereof, whether or not expressly stated; they are created for the benefit of the entire legal subdivision and each tract therein contained and shall be enforceable at law or in equity in accordance with their several terms and provisions by the owners of the tracts therein, individually and collectively, against the person or persons violating any of the conditions of this instrument and either to prevent him from doing so, or to recover damages for such violation, or both.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).



3. USE. The use of tracts herein shall be limited to private residential purposes and no more than one residential unit without buildings shall be located on any one tract; use and occupancy of the retrospective units shall be limited to one family; no commercial or business use of any of the tracts or residential units shall be permitted, nor shall any commercial or business activity be conducted within the legal subdivision. No unlicensed or inoperable motor vehicle shall be stored or parked within the legal subdivision. Livestock for pleasure purposes, such as saddle horses and household pets shall be permitted; the raising, maintenance and keeping or harboring of any kind of barnyard fowl, sheep, goats, cattle, swine or other similar animals not ordinarily raised for pleasure purposes only is prohibited. Trailer Houses may be parked on lands herein for residential purposes and considered as a residential unit.

4. FURTHER SUBDIVIDED. It is the purpose of the subdivider to maintain the tracts at their current size and configuration and no tracts within the subdivision will be altered, amended, reduced or further subdivided without the prior written approval of one hundred percent (100%) of the tract owners.

5. HUNTING AND FISHING CAMPS. No commercial hunting or fishing camps will be permitted upon any tracts within the subdivision.

6. NUISANCES. No conditions which constitute or create a nuisance or an unreasonable annoyance to other property owners in the legal subdivision shall be created or permitted to exist; where livestock is kept for pleasure purposes, it must be so restrained that no interference will be caused to other adjoining properties.

7. SEWAGE SYSTEMS. Each structure designed for occupancy or use by human beings shall be connected to a private individual waste disposal system of the pollution free design and construction. These systems may be of the evaporation, aerobic, or anaerobic biological type systems, or any similar type of systems so long as they are properly installed, and are designed to provide pollution free treatment of household wastes. No outhouses shall be permitted to exist within fifty (50) feet from any tract line within the subdivision nor within one hundred (100) feet from any water line within the subdivision.

8. RUBBISH. No portion of the property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and will be removed from the property to an approved public dump facility.

9. FIRES. No open fires except small camp fires will be permitted in Cherokee Trail Subdivision.

10. WATER SUPPLY. Water rights have been obtained for this subdivision and when these water rights are to be applied to a beneficial use the tract owner must contact the State Engineer of the State of Wyoming in all instances for approval of the same.

11. HOMEOWNERS ASSOCIATION. The Cherokee Trail Homeowners Association shall be responsible for the maintenance and repair of all roads serving as access to the tracts, enforcement of regulations concerning disposal of rubbish and maintenance, the water distribution system and fire protection.

For every land owner in Cherokee Trail Subdivision, membership is compulsory in the Homeowners Association.

The Cherokee Trail Homeowners Association is a nonprofit association to which the purchase of a tract or tracts provides automatic membership. The governing body of the Association will be a Board of Directors elected by the owner-members.

The Association will have two membership rating classifications. All owners with the exception of the developers are entitled one vote per tract as "Class A" members. The developer shall be entitled to three votes for each tract owned as "Class B" member. When the total votes outstanding in the "Class A" membership, the "Class B" membership votes shall cease and become "Class A" memberships.

The annual budget of the Association is established by the Board of Directors and a monthly assessment is then established for each member on a prorated basis. However, as circumstances change, the financial requirements will vary, necessitating re-evaluation of assessments. Any change in assessment will require a vote of two-thirds of the total membership to enact any increase.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument this 26th day of October 1978.

A BAR ONE RANCH, a Wyoming Corporation

By: Robert Johnson
President

ATTEST:
Virginia A. Johnson
Secretary

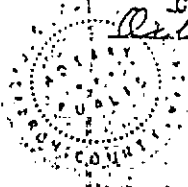
STATE OF WYOMING)
) SS.
COUNTY OF CARBON)

On this 26 day of October 1978, before me personally appeared Robert J. Johnson to me personally known, who, being by me duly sworn, did say that he is the President of A Bar One Ranch, a Wyoming Corporation and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Robert J. Johnson acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: December 8, 1981

Given under my hand and notarial seal this 26 day of October 1978.

[Signature]
Notary Public



629616

STATE OF WYOMING)
Carbon County.)
Filed for record on this 26th day
of October A. D. 1978 at 3:12
o'clock P.M. and entered in Book 689
page 92
Mary W. Bradford
Mary W. Bradford, County Clerk and Ex-officio Register of Deeds
by Margaret G. Adams