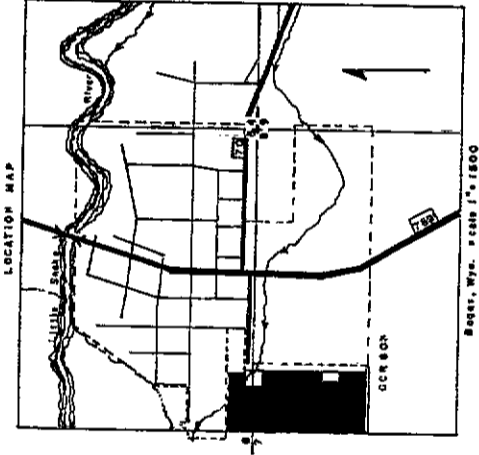


COTTONWOOD BLUFF SUBDIVISION

LOCATED IN THE S1/2SW1/4 OF SECTION 5, AND THE NW1/4 OF SECTION 8, T 12 N, R91W OF THE 6th P.M. BAGGS, CARBON COUNTY, STATE OF WYOMING

FINAL PLAT



CERTIFICATION OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT HARRY AND EVA LEE, HWT BEING SOLE OWNER(S) IN FEE SIMPLE OF ALL THAT REAL PROPERTY DESCRIBED AS FOLLOWS: THAT PART OF S1 SW1/4 OF SECTION 5, AND THE NW1/4 OF SECTION 8, TOWNSHIP 12 NORTH, RANGE 91 WEST OF THE 6TH P.M., AND DESCRIBED AS FOLLOWS: A TRACT OF LAND LOCATED IN THE S1 SW1/4 OF SECTION 5 AND THE NW1/4 OF SECTION 8, TOWNSHIP 12 NORTH, RANGE 91 WEST, 6TH P.M., BAGGS, CARBON COUNTY, WYOMING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NE CORNER OF SECTION 8, THENCE N 89° 52' W A DISTANCE OF 907.83' TO THE TRUE POINT OF BEGINNING; THENCE N 89° 51' 54" W A DISTANCE OF 419.30'; THENCE S 00° 02' 16" W A DISTANCE OF 269.51'; THENCE S 89° 48' 30" E A DISTANCE OF 627.44'; THENCE S 00° 02' 16" W A DISTANCE OF 470.81'; THENCE S 89° 06' 37" W A DISTANCE OF 196.44'; THENCE S 00° 55' 39" E A DISTANCE OF 300.67'; THENCE N 89° 13' 50" E A DISTANCE OF 200.33'; THENCE S 00° 55' 39" E A DISTANCE OF 250.95'; THENCE N 89° 08' 28" W A DISTANCE OF 1826.24'; THENCE N 00° 14' 36" W A DISTANCE OF 1749.51'; THENCE N 89° 54' 52" E A DISTANCE OF 1716.09'; THENCE S 00° 02' 15" W A DISTANCE 463.26' TO THE TRUE POINT OF BEGINNING.

AND CONTAINING 67.89 ACRES, MORE OR LESS; WAVE BY THESE PRESENTS LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO LOTS AND BLOCKS AS SHOWN HEREIN, WITH THE FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSTOOD OWNERS AND PROPRIETORS, AND DESIGNATED THE SAME AS COTTONWOOD BLUFF SUBDIVISION IN THE COUNTY OF CARBON, STATE OF WYOMING; AND DO HEREBY GRANT THE UTILITY AND DRAINAGE EASEMENTS SHOWN HEREIN FOR UTILITY AND DRAINAGE PURPOSES ONLY; AND DO FURTHER STATE THAT THIS SUBDIVISION SHALL BE SUBJECT TO THE PROTECTIVE COVENANTS FILED AND RECORDED FOR THIS SUBDIVISION IN THE OFFICE OF THE CLERK AND RECORDER OF CARBON COUNTY, WYOMING, AS DOCUMENT NO. 221373.

EXECUTED THIS 17th DAY OF October, A.D., 1923.
 OWNER (S) Harry and Eva Lee

STATE OF WYOMING }
 COUNTY OF CARBON }

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 17th DAY OF October, A.D., 1923, BY Harry Lee and Eva Lee HWT.
 WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES April 20, 1925.
Catherine S. Dineck
 NOTARY PUBLIC

PLANNING COMMISSION CERTIFICATE

THIS PLAT APPROVED BY THE CARBON COUNTY PLANNING COMMISSION THIS 5 DAY OF October, A.D., 1923.

Robert E. Smith
 CHAIRMAN



COUNTY COMMISSIONER'S CERTIFICATE

THIS PLAT APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF CARBON COUNTY, WYOMING, THIS 18th DAY OF October, A.D., 1923, FOR FILING WITH THE CLERK AND RECORDER OF CARBON COUNTY AND FOR CONFORMANCE TO THE COUNTY OF THE PUBLIC DEDICATIONS SHOWN HEREON, SUBJECT TO THE PROVISION THAT APPROVAL IN NO WAY OBLIGATES CARBON COUNTY FOR FINANCING OR CONSTRUCTING OF IMPROVEMENTS ON LANDS, STREETS, OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF COMMISSIONERS; AND FURTHER THAT SAID APPROVAL SHALL IN NO WAY OBLIGATE CARBON COUNTY FOR MAINTENANCE OF STREETS WHICH ARE NOT DEDICATED TO THE PUBLIC NOR UNTIL ALL IMPROVEMENTS SHALL HAVE BEEN COMPLETED TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS AND ACCEPTED BY PROPER RESOLUTION.

DATED THIS 18th DAY OF October, A.D., 1923.

Robert E. Smith
 CHAIRMAN, CARBON COUNTY
 BOARD OF COUNTY COMMISSIONERS

STATE OF WYOMING }
 COUNTY OF CARBON }

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 17th DAY OF October, A.D., 1923, BY Robert E. Smith Chairman of the County Planning Commission.
 WITNESS MY HAND AND OFFICIAL SEAL.

May S. Bradford
 CLERK AND RECORDER

CLERK OR RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT 8:00 O'CLOCK A.M., October 27th, 1923, AND IS DAILY RECORDED AS DOCUMENT NO. 221373, IN BOOK 600B PLATS, PAGE NO. 57.

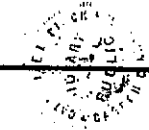
May S. Bradford
 CLERK AND RECORDER

BY _____ DEPUTY

CERTIFICATE OF COUNTY ENGINEER

APPROVED THIS 5th DAY OF October, A.D., 1923, BY THE COUNTY ENGINEER OF THE COUNTY OF CARBON, WYOMING.

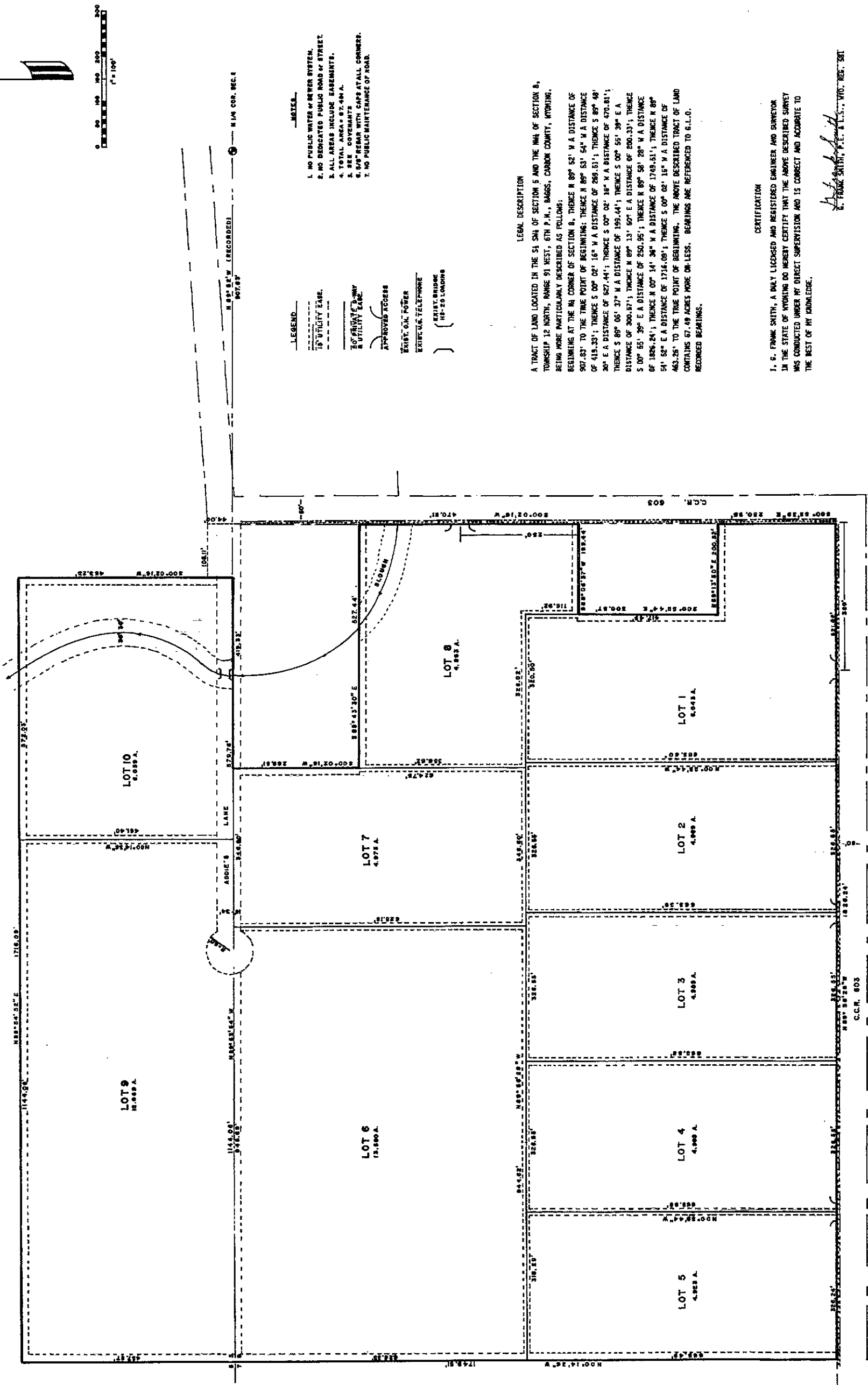
Robert E. Smith
 COUNTY ENGINEER



COTTONWOOD BLUFF SUBDIVISION

LOCATED IN THE 1/2 SW 1/4 OF SECTION 5 AND THE NW 1/4 OF SECTION 8, T12N,
R91W OF THE 6th P.M. BAGGS, CARBON COUNTY, STATE OF WYOMING.

FINAL PLAT



DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

THIS DECLARATION is made the 7 day of September 1983, by HARRY HUNT AND EVA LEE HUNT, husband and wife, of Baggs, Wyoming, hereinafter collectively referred to as "Declarant."

1. Declaration: The Declarant is the owner of the property described as follows:

Lots 1 through 10, inclusive, Cottonwood Bluff Subdivision, Carbon County, Wyoming, as shown upon the plat recorded at Book 6008, Page 51 of the records of Carbon County, Wyoming.

The Declarant intends to offer the property described above for sale and desires to establish the nature of the use and enjoyment of the property for the benefit of all purchasers, as defined below.

2. Establishment: Declarant hereby declares that the roadways (other than County) shall be used by the purchasers (which term "purchasers" shall include purchasers under contract, purchasers by deed, and Declarant) of the property and their lawful permittees in benefit to each parcel of property. The private driveway and the purchasers shall be subject to the obligations, liabilities, covenants, conditions and restrictions set forth in this Declaration of Conditions, Covenants and Restrictions, hereinafter referred to as "Declaration."

3. Area of Application: The obligations, liabilities, covenants, conditions and restrictions hereinafter described shall apply in their entirety, except as noted or expressly excluded to the property described as follows:

Lots 1 through 10, inclusive, Cottonwood Bluff Subdivision, Carbon County, Wyoming, as shown upon the plat recorded at Book 6008, Page 51 of the records of Carbon County, Wyoming.

4. Architectural Control:

a. The following uses of the property or any part thereof within Cottonwood Bluff Subdivision are hereby prohibited:

1. Industrial.
2. Junk or salvage yard or the like.
3. Any other use which will be offensive to the neighborhood by reason of fumes, dust, smoke,

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).



noise, glare, heat, sound, visual unsightliness, vibration, electro-mechanical disturbances, electromagnetic disturbances, radiation, air or water pollution or will be hazardous.

4. Any use, or activity, that is in violation of Carbon County zoning resolution.

5. No mobile homes, except for a period of one year from the date of purchase.

c. All houses or residences placed upon the premises shall be "stick built" or modular homes placed upon a foundation. All houses or residences shall contain a minimum of 1500 square feet, excluding garages and basements. Houses or residences placed upon Lots 6, 7, 8, 9 and 10 shall have the first floor (including basement) twelve inches (12") above the one hundred year flood plain level.

d. All buildings and structures shall be erected in a workmanlike manner with quality materials. The external design shall be in harmony with existing structures and the natural surrounding area, and located with respect to topography and finished grade elevation. All outbuildings shall be in harmony with the house or residence placed upon the premises.

e. No house or residence, buildings or fence shall be located within a utility, road or ditch easement.

f. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

g. No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. This covenant shall not be construed to preclude the placing of a mobile home upon the lot for a period of one year from the date of purchase.

... Reserved for public

than two square feet, one sign of not more than six square feet advertising the property for sale or rent or signs used by builder to advertise the property during the construction and sales period.

i. No oil refinery, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot.

j. No lot shall be used or maintained as a dumping ground for rubbish. No trash, garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

k. Fences shall be constructed in a workmanlike manner and shall be constructed of quality material in harmony with the general character of the subdivision.

l. Each purchaser shall install their own water and sewer systems and procure their own permits in conformity with applicable governmental laws, rules and regulations.

m. No lot shall be further subdivided except lots 6 and 9. However, any subdivision of lots 6 or 9 shall provide for access to the newly formed lot and must provide for the construction of the extension of the driveway and installation of phone and power services.

n. No more than one house or residence shall be placed upon any lot.

o. Easements for installation and maintenance of utilities, private driveway and irrigation ditches are reserved as shown on the recorded plat. Within these easements, no structure, fence, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities or the irrigation ditch. The easement area of each parcel of property shall be maintained by the purchaser, except for those improvements for which a public authority or utility company is responsibility. The owners

of Lots 6, 7, 8, 9 and 10, shall be responsible in equal shares for the maintenance of the private driveway (Addie's Lane), which is adjacent to those Lots.

5. Water Rights and Irrigation System:

a. The Declarant desires to make provisions for the irrigation of the property described above and the maintenance thereof of the irrigation system.

b. The irrigation system consists of the water rights attached to the property, the ditches and ditch easements as shown upon ~~the plat recorded at Book _____ Page _____~~ of the records of the County Clerk and Ex-Officio Register of Deeds of Carbon County, Wyoming, and as described in the land records of Carbon County, Wyoming, and as visible and apparent upon the ground.

c. Declarant has made no representations with regard to the water conditions or the condition of the entire irrigation system and it is understood that a purchaser in acquiring any property acquires his interest in the entire irrigation system on an "AS IS" basis. Declarant is not to incur liability, financial or otherwise, for the maintenance or operation or failure of operation of the entire irrigation system.

d. Declarant hereby declares that the entire irrigation system shall be used by the purchasers of the property and their lawful permittees in benefit to each parcel of property. The irrigation system and the purchasers thereof shall be subject to the obligations, liabilities, covenants, conditions and restrictions as set forth herein.

e. The purchasers shall own the irrigation system in proportion to the acreage owned as equal tenants in common so that each parcel of property is irrevocably coupled with pro rata undivided interest in the water system. No undivided interest in the water system shall be severed from the property to which it is irrevocably coupled. Any conveyance, encumbrance, lien, alienation or devise of a parcel of property shall also convey, encumber, alienate, devise or be a lien upon the undivided interest in the irrigation system, whether it expressly provides so or not.

f. Purchaser's rights in the irrigation system and with regard to maintenance thereof are exercisable only through the Cottonwood Bluff Subdivision Water Users Association, hereinafter referred to as the "Association," and in this respect, are assigned to the Association and thereby an individual purchaser is not able, on his own, to perform any of the functions delegated to the Association.

g. Each of the parcels of property and the Association owner shall have a non-exclusive blanket easement for the purpose of ingress and egress to, from and over those parts of the property, private driveway and irrigation system reasonably required to carry out the provisions of this Paragraph 5, but such easements shall not unreasonably interfere with the beneficial enjoyment of the property by the purchasers thereof.

h. Each of the parcels of property shall be entitled to a share of the water produced by the irrigation system, subject to all by-laws and rules and regulations promulgated by the Association formed under this Paragraph 5 to administer the system, and to any applicable laws and governmental rules and regulations, in proportion to the acreage that a parcel bears to the whole subdivision. The right of a purchaser to a proportionate share of the water shall always be subject and conditioned upon the payment of any assessments made by the Association in accordance with the purposes set forth herein. Each parcel of property and the respective purchaser, personally, shall be liable for payment of assessments established by the Association from time to time.

i. The Association shall maintain the irrigation system in good condition and repair at all times and strictly perform all obligations arising under this Paragraph 5, the by-laws and rules and regulations promulgated by the Association. Each parcel of property, and the respective purchaser of each parcel, personally, shall be liable, whether or not actually using water, for payment of an equal share of the cost thereof in proportion to the

acreage owned in a nonrefundable assessment to be established by the Association from time to time to create a reserve to defray these obligations. These above obligations include, without limitation, routine maintenance, necessary repairs, replacements, additions to or relocation of ditches, equipment, apparatus and parts, capital or otherwise, and whether resulting from damage, destruction, loss, age obsolescence or otherwise; payment of all taxes, utilities, liens or charges of any property damage or public liability insurance premiums incurred; and payment or performance of all other charges and obligations established by the Association from time to time. If a purchaser fails to pay his share of any assessment or charges, or perform his obligations, the Association may advance his share, or perform his obligations, without being under any obligation to do so, such advance of substituted performance becoming a binding, personal liability of the defaulting purchaser bearing interest at the highest legal rate from date of advance or substituted performance until payment and may place a lien against all of the property of the defaulting purchaser, which may be foreclosed as a realty mortgage or a mechanic's lien or in any other lawful manner at the option of the Association. The defaulting purchaser shall be liable for all attorneys' fees, court costs and other expenses incurred as a result of the defaulting purchaser's default hereunder. Also, a purchaser in default, by more than fifteen (15) days hereunder, loses the right to water and all rights of a purchaser, shall be suspended and shall not be revived until payment of such delinquent assessment, together with interest and other costs incurred attributable to the default. The Association may in an individual case for good cause shown enlarge the time period to cure a delinquency. The Association shall have all powers to collect the assessments and charges and any interest and other costs incurred attributable to the default and shall have all rights available at law or at equity in addition to

the rights recited above.

j. Purchaser, automatically by virtue of his purchase of property described above, becomes a member, along with all other purchasers of property, of the Cottonwood Bluff Subdivision Water Users Association. Every conveyance of property may expressly recite that it is subject to the provisions of this Declaration and contain the grantee's/vendee's express written acceptance of the provisions of this Declaration, but this Declaration shall be binding upon the property described above, whether or not there is such an express recitation.

k. Water produced by the irrigation system shall only be used to irrigate the parcels of property described above, to which the water rights are attached in proportion to the acreage owned, at such times and in such quantities as the Association may prescribe without discrimination.

l. The irrigation system shall be administered and managed by the Cottonwood Bluff Subdivision Water Users Association, which is comprised of the purchasers of the property described above, all in accordance herewith and with the terms and conditions of the by-laws and rules and regulations of the Association. It is understood that the Association is a non-profit association and shall assess only such amounts as is necessary to fulfill its purposes, taking into consideration reserves for future contingencies.

m. The initial meeting of this Association shall be called by Declarant at such time as Declarant may set. At this initial meeting, the purchasers shall elect a Board of Directors of not less than three (3) members. The Board shall conduct the affairs of the Association. The Board shall have the power to determine when and to what extent water is to be delivered to any parcel and to make charges or assessments as provided in Paragraph 5. The Association shall have the right, through its Board of Directors, to promulgate rules and regulations which shall be binding upon all purchasers. Each year there shall be held an annual meeting which shall be held during the month of October as

set by the Board. Any such meeting may be continued from time to time by the Board. A majority of the Board may call a special meeting upon at least twenty (20) days' written notice for any purpose, provided such purpose is stated in the notice. Provided, however, at Declarant's option, there shall always be a representative of Declarant on the Board as long as Declarant has an interest, as owner, contract holder, vendor or otherwise in any of the property described above. Notwithstanding any other provisions of this Paragraph 5, which may be construed to the contrary, the representative of Declarant shall have the power to amend any Board or Association action.

n. There shall be no fees or assessments prior to the time the Association becomes activated and the initial meeting thereof.

o. The total acreage subject to the Cottonwood Bluff Subdivision Water Users Association is approximately 67. Each purchaser shall have a vote equal to the acreage owned by him in relation to the whole. All matters are to be decided by a majority vote based on acreage, except as otherwise provided.

p. A majority vote of the Board members shall entitle the Board to carry out any action on behalf of the purchasers of the property.

q. The Board shall have the following rights and powers:

(1) To levy the assessments on a per acreage basis and monthly water charges, payable as determined by the Board, against each parcel of property and the purchasers thereof.

(2) To levy special assessments deemed necessary by the Board in carrying out the Association's purposes.

(3) To use and expend the assessments collected to maintain, care for, improve, build, rebuild and preserve the irrigation system.

(4) To pay taxes and assessments levied and assessed against the irrigation system.

(5) To pay for casualty and hazard insurance, utilities and expenses as shall be designated by the Board.

(6) To enter upon the property, when necessary, and at as little inconvenience to the purchasers concerned and in connection with the business of the Board.

(7) To maintain, repair and replace ditches, machinery and equipment as is necessary and convenient, in the discretion of the Board, or as required by applicable law, regulation or governmental order or requirement.

(8) To provide for the construction of additions to or replacements of the irrigation system, as in their discretion appears to be in the best interest of the purchasers of the property. Any such construction, improvements or additions shall be authorized by a majority vote of the Board at a duly called meeting at which a quorum is present.

(9) To insure the irrigation system against loss from casualty and to purchase such other insurance, including public liability, as the Board may deem advisable.

(10) To collect delinquent assessments and charges, by suit or otherwise, and to enjoin or seek damages from the purchasers of the property for violation of the provisions of Paragraph 5, the by-laws and rules and regulations of the Association.

(11) To protect and defend the irrigation system from loss and damage by suit or otherwise and comply with any governmental regulations.

(12) To employ and dismiss workmen, lawyers, accountants and any others necessary to carry out the rights and powers herein granted and to purchase supplies and equipment and to enter into contracts.

(13) To make by-laws and reasonable rules and regulations and to amend the same from time to time, all of which shall be binding upon the property and the purchasers thereof.

(14) To create an assessment reserve fund into which the Board shall deposit all sums collected by assessments or otherwise, the assessment reserve fund to be used and ex-

pended for the purposes herein set forth.

(15) To render to the purchasers periodic statements of receipts and expenditures.

(16) To appoint officer(s), manager(s) and agent(s) to carry out the business of the Board.

(17) To join an irrigation district or other improvement district provided the Board has obtained specific approval from the purchasers of two-thirds (2/3) of the total acreage.

(18) To do anything else reasonably necessary to enable the Board to carry out the efficient operation of the irrigation system.

(19) In the event of any conflict between the provisions of this Paragraph 5, the by-laws and the rules and regulations promulgated by the Association, the order of precedence shall be as follows: (1) Paragraph 5; (2) by-laws; and (3) rules and regulations.

6. Enforcement of Restrictions:

a. The Conditions, Covenants and Restrictions shall run with the land, and shall be binding on and enforceable against all parties having any right, title or interest in or to the property or any part thereof and the respective successors, assigns, heirs and personal representatives of each. Every party on acquisition of any right, title or interest in or to any of the property or any part thereof, shall be deemed to have personally consented to the terms of this Declaration as though such party had personally contracted in writing to be bound by the terms of this Declaration.

b. Each purchaser of the property, or any part thereof, and the respective successors, assigns, heirs and personal representatives of each shall be direct beneficiaries of the Declaration with the right to enforce through action for specific performance, injunction or any other right or remedy available to law, in equity or otherwise. A violation of the Declaration shall be deemed to be

a nuisance and shall confer on each purchaser all rights and remedies available for abatement of a nuisance. Any party seeking to enforce this Declaration against a party in violation shall be entitled to recover from the party in violation reasonable attorney's fees and any court costs incurred in the enforcement hereof. All remedies shall be cumulative and not exclusive. Enforcement may be, in addition, by proceedings at law or in equity.

7. Term: This Declaration shall continue in full force and effect until September 1, 2003, at which time it shall automatically be extended for continuous ten (10) year periods, unless prior to the termination of the initial period or renewal periods, the ownership of seventy-five percent (75%) of the lots votes to terminate or otherwise amend, and records in the Office of the Carbon County Clerk, a document to that effect.

8. Amendment: This Declaration or any provisions contained herein may be terminated, extended, modified or amended with the written consent of the purchasers of at least seventy-five percent (75%) of the lots, provided if Declarant still retains a financial interest in any of the property, then the consent of the Declarant shall be required. If the Declarant does not consent, then no attempted termination, extension, modification or amendment shall be effective.

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

10. Non-Enforcement: Failure by Declarant or purchaser to enforce any restrictions, conditions, covenants or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.


HARRY HUNT


EVA LEE HUNT

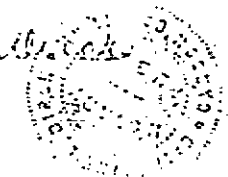
STATE OF WYOMING)
 : ss.
COUNTY OF CARBON)

The above and foregoing instrument was acknowledged before me by Harry Hunt this 7th day of September, 1983.

Witness my hand and official seal.

Catherine L. Birch
Notary Public

My commission expires: April 30, 1985



STATE OF WYOMING)
 : ss.
COUNTY OF CARBON)

The above and foregoing instrument was acknowledged before me by Eva Lee Hunt this 7th day of September, 1983.

Witness my hand and official seal.

Catherine L. Birch
Notary Public

My commission expires: April 30, 1985



STATE OF WYOMING,)
Carbon County,)
Filed for record on this 9th day of October, 1983 at 12:00 P.M. and recorded in Book 774 Page 30
Mary E. Bradford
Mary E. Bradford, County Clerk and Ex-officio Register of Deeds
Margaret E. Rogers Deputy