

The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS

Ralph David Crow, Patricia E. Crow,
John V. Crow and Mary Lou Crow

in exchange for certain other lands conveyed to the United States, have selected and are entitled to a Land Patent pursuant to the Act of March 20, 1922, 42 Stat. 465, as amended, 16 U.S.C. 485 (1964), for the following described lands:

Sixth Principal Meridian, Wyoming

T. 16 N., R. 81 W.,

sec. 28, E1NWNW1SW1, E1NW1SW1, S1N1NE1SW1,
S1N1NW1SE1, S1NE1SW1, SW1NW1SE1,
W1SE1NW1SE1, NW1NE1SW1SW1, SE1SW1,
E1NE1SW1SW1, W1SW1SE1, W1E1SW1SE1,
NE1SE1SW1SW1.

Containing 160 acres;

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES unto the above named claimants the lands above described; TO HAVE AND TO HOLD the said lands with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimants, their successors and assigns forever; and

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches or canals constructed by the authority of the United States;
2. All minerals including gas, oil and coal, together with the right to mine and remove the same in accordance with the provisions of the act of February 28, 1925, 43 Stat. 1090; and

RESERVING TO the United States, and its assigns, an easement for the existing Ryan Park Road over and across Section 28, T. 16 N., R. 81 W., being 20 feet in width, lying 10 feet on each side of the centerline. The centerline of the road is described as follows:

Segment No. 1: Beginning at a point on the north line of the SW1NE1NE1SW1, from which point a reference marker consisting of a brass cap on a two-inch galvanized iron pipe bears approximately east a distance of 30 feet, said cap being inscribed "U.S. Dept. of Agriculture, Forest Service, R/W R.P. No. 1A, Road 210, 1970," and from which monument a pile of rocks believed to be the section corner common to Sections 27, 28, 33 and 34, T. 16 N., R. 81 W., 6th P.M. bears approximately S. 51° 37' E., a distance of 3,714.4 feet; thence in a southerly and westerly direction along the center of the existing Ryan Park Road to a point on the west line of the SE1NE1SW1SW1

Patent Number

43-71-0079

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



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from which point a reference marker consisting of a brass cap on a two-inch galvanized iron pipe bears approximately south a distance of 50 feet; said cap being inscribed "U.S. Dept. of Agriculture, Forest Service, R/W R.P. No. 1B, Road No. 210, 1970," and from which monument the section corner common to Sections 28, 29, 32 and 33, T. 16 N., R. 81 W., 6th P.M. bears approximately S. 49° 41' W., a distance of 1,297.1 feet.

Segment No. 2: Recommencing at a point on the south line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, from which point a reference marker consisting of a brass cap on a two-inch galvanized iron pipe bears approximately east a distance of 50 feet, said cap being inscribed "U.S. Dept. of Agriculture, Forest Service, R/W R.P. No. 2A, Road No. 210, 1970," and from which monument the section corner common to Sections 28, 29, 32 and 33, T. 16 N., R. 81 W., 6th P.M. bears approximately S. 41° 01' W., a distance of 1,313.3 feet, thence in a northerly and westerly direction along the centerline of the existing Ryan Park Road to a point on the west line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, from which point a reference marker consisting of a brass cap on a two-inch galvanized iron pipe bears approximately north a distance of 50 feet, said cap being inscribed "U.S. Dept. of Agriculture, Forest Service, R/W R.P. No. 2B, Road No. 210, 1970," and from which monument the section corner common to Sections 28, 29, 32, and 33, T. 16 N., R. 81 W., 6th P.M. bears approximately S. 29° 12' W., a distance of 1,350.3 feet;

RESERVING TO the United States, and its assigns, an easement for the existing Barrett Creek Road over and across Section 28, T. 16 N., R. 81 W., being 20 feet in width, lying 10 feet on each side of the centerline. The centerline of the road is described as follows:

Beginning at the intersection of the Ryan Park Road centerline with the Barrett Creek Road centerline, said intersection being located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, from which intersection a reference marker consisting of a brass cap on a two-inch galvanized iron pipe bears approximately north, a distance of 50 feet; said cap being inscribed "U.S. Dept. of Agriculture, Forest Service, R/W R.P. No. 3A, Road No. 210.1A, 1970," and from which monument the quarter corner common to Sections 28 and 33, T. 16 N., R. 81 W., 6th P.M. bears approximately S. 21° 03' E., a distance of 1,304.5 feet; thence in a southerly and easterly direction along the center of the existing Barrett Creek Road, to a point on the east line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, from which intersection a reference marker consisting of a brass cap on a two-inch galvanized iron pipe bears approximately north, a distance of 50 feet, said cap being inscribed "U.S. Dept. of Agriculture, Forest Service, R/W R.P. No. 3B, Road No. 210.1A, 1970," and from which monument the quarter corner common to Sections 28 and 33, T. 16 N., R. 81 W., 6th P.M. bears approximately S. 85° 19' W., a distance of 993.3 feet; and

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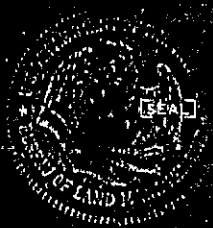
RESERVING TO the United States, and its assigns, an easement for the existing Ryan Park Dump Road over and across Section 28, T. 16 N., R. 81 W., being 20 feet in width, lying 10 feet on each side of the centerline. The centerline of the road is described as follows:

Beginning at the intersection of the Ryan Park Road centerline with the Ryan Park Dump Road centerline, said intersection being located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, from which intersection a reference marker consisting of a brass cap on a two-inch galvanized iron pipe bears approximately north a distance of 50 feet, said cap being inscribed "U.S. Dept. of Agriculture, Forest Service, R/W R.P. No. 4A, Road No. 210.1B, 1970," and from which monument the quarter corner common to Sections 28 and 33, T. 16 N., R. 81 W., 6th P.M. bears approximately S. 59° 17' E., a distance of 1,189.7 feet, thence in a southerly and easterly direction along the center of the existing Ryan Park Dump Road, to a point on the south line of the S $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, from which intersection a reference marker consisting of a brass cap on a two-inch galvanized iron pipe bears approximately east, a distance of 50 feet, said cap being inscribed "U.S. Dept. of Agriculture, Forest Service, R/W R.P. No. 4B, Road No. 210.1B, 1970," and from which monument the quarter corner common to Sections 28 and 33, T. 16 N., R. 81 W., 6th P.M. bears approximately N. 89° 56' E., a distance of 685.0 feet.

The boundary line of said easements shall be prolonged or shortened to begin and end and conform to the property lines.

Provided, that if for a period of five years, the United States, or its assigns, shall cease to use, or preserve for prospective future use, the above roads, or any segment thereof, for the purposes reserved, or if at any time the Regional Forester determines that the roads, or any segments thereof, are no longer needed for the purposes reserved, the easements traversed thereby shall terminate. In the event of such nonuse or of such determination by the Regional Forester, the Regional Forester shall furnish to the patentees, their heirs or assigns, a statement in recordable form evidencing termination.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.



GIVEN under my hand, in Cheyenne, Wyoming the FIFTH day of MAY in the year of our Lord one thousand nine hundred and SEVENTY-ONE and of the Independence of the United States the one hundred and NINETY-FIFTH.

By Wm. F. Baker
State Director, Wyoming

Patent Number 43-71-0019

RECORDED 71 22 11 1971 AT 7:00 O'CLOCK P. M.
IN BOOK 557 PAGE 375 P.A.M. 45, 11/7
NO. 501043 R. G. ENGSTRÖM, COUNTY CLERK

DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS

I. Preamble and General Provisions.

A. Ryan Park Land Co., a Wyoming corporation, being the owner in fee simple of the lots and blocks hereinafter described in Ryan Park 3rd Addition, Carbon County, Wyoming, does hereby make this declaration of protective covenants applicable to all of said described property.

B. The restrictions and covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning the lots hereinafter described, or claiming under them for a period of twenty years from the recording date of these restrictions and covenants, after which time said restrictions and covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to amend said covenants in whole or in part.

C. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages.

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

II. Restrictions and Protective Covenants for Residential Zone.

A. Zoning: Lots 1 through 12, Block 4 of the Ryan Park 3rd Addition, are hereby designated and declared to comprise the residential zone.

B. Definitions:

(1) "Accessory building" shall mean any building reasonably incident and essential to occupancy of the main building.

(2) "Commercial purpose" shall mean the conduct of any business or enterprise primarily entered into for profit, but shall not include the lease of any portion of the premises for purposes and uses consistent with this declaration.

(3) "Main building" shall mean any single family dwelling consisting of not more than one kitchen unit and primarily designed for the continuous occupancy by one family, cooking and living therein.

(4) "Mobile home" shall mean any enclosure designed or so originally constructed so that it may be carried on a motor vehicle, or transported on wheels over the public streets and highways, and further constructed in such a manner as to provide occupancy thereof for human habitation, dwelling or sleeping space for one or more persons; provided, this definition shall not include pre-cut or modular homes being transported to a site for assembly, and which are approved by the committee.

(5) "Owner" shall mean that person, persons, partnership, corporation or association then appearing on the tax rolls of the County of Carbon, State of Wyoming, as owner of that particular lot or lots in Ryan Park 3rd Addition. Where the ownership interest is divided, then any rights extended to an owner under these covenants shall only be exercised collectively by all owners of the divided interest, or their authorized representatives, and where these covenants impose a duty upon an owner, such duty shall be deemed imposed upon all owners of the divided interest.

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).



C. Land Use and Building Type.

(1) No building of any kind shall be erected or maintained except a main building, with accessory buildings, nor shall any building, improvement, modification or renovation be permitted until the plans and specifications therefor have been submitted to and approved by the Committee. Unless the owner is notified in writing of any objections by the Committee, within 30 days after submission, said plans and specifications shall be deemed approved.

(2) Mobile homes, tents or other temporary living quarters of any kind shall not be permitted; provided, that this covenant shall not be applicable where such are located on the premises for a total continuous, or non-continuous period of not to exceed one year and used in connection with construction of a main building; and provided further, that this covenant shall not be applicable to the temporary use, not to exceed a total of thirty (30) days, in any calendar year, of mobile homes, or tents for recreational or sleeping purposes for guests or to supplement family needs.

(3) Owners shall not permit any portion of the premises to be used for commercial purposes nor any purpose whatsoever other than residential purposes.

(4) Owners shall not permit any activity which results in excessive amounts of dust, fumes, odors or noise; provided, that this covenant shall not be applicable to excessive amounts of dust, fumes, odors or noise resulting temporarily from construction of approved buildings, or the maintenance of the premises and buildings. The determination as to what constitutes an excessive amount of dust, odors or noise shall be determined by the Committee and its decision shall be final and binding upon the owners.

(5) Trash, garbage or other waste shall not be kept, except in sealed sanitary containers, and no part of the premises shall be used as a dumping grounds, or for the accumulation of litter, trash, junk or garbage.

(6) No lot may be subdivided.

(7) No main building or accessory building shall exceed thirty feet or two stories in height, whichever is greater.

(8) All main and accessory buildings and fences shall be constructed of new or substantially new building materials and shall reasonably conform aesthetically to other main and accessory buildings and fences previously constructed within Ryan Park 3rd Addition, or any future filings of Ryan Park Subdivisions. The Committee shall determine whether the proposed building or improvement conforms aesthetically to other main and accessory buildings and its decisions shall be final and binding upon the owner.

(9) Not more than four accessory buildings shall be permitted, and may include, but shall not be limited to, a guest house, and a barn or animal pen; provided, that a guest house shall not have a kitchen unit.

(10) No building shall be erected, placed or permitted to remain on any lot where the wall line of such building, including porches, is less than 50 feet from the front property line or less than 25 feet from the side property line, except that accessory buildings on the rear one-third of the lot shall not be less than 100 feet from the front line. On corner lots the Committee shall determine which lot boundary line shall be designated as the front property line.

(11) No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sale period.

(12) No cattle, pigs, sheep, poultry, goats or other animals shall be raised, bred or kept on any lot, except that horses, dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Not more than two horses, or two dogs may be kept on any one lot. All horses, dogs, cats and other household pets must be maintained on the premises and not permitted to run at large. Horses shall not be permitted on any lot unless the owner of the horses resides on that lot or upon any adjoining lot.

(13) No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon the premises and no refuse pile or unsightly accumulations or objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any owner of any lot shall fail or refuse to keep such premises free from weeds, underbrush or refuse piles or other unsightly growths or objects, then the Committee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and in the event of such a removal a lien shall arise and be created in favor of the Committee and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within 30 days after the owner is billed therefor.

(14) No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements of the Committee. Approval of such systems shall be obtained from the Committee prior to installation.

(15) No trucks of over one ton capacity or rating, tractors, truck trailers or unlicensed automobiles shall be placed or allowed to remain on any lot or street, except when kept in an enclosed garage.

(16) No lot shall be used for the storage or parking of any type of machinery, equipment, building materials or personal property, except during period of actual construction upon said lot.

(17) All sewage treatment facilities shall be of the evapotranspiration, Wisconsin mound type as recommended by the Department of Environmental Quality, or closed vault type as approved by the appropriate health authorities. No discharge of sewage will be permitted. At such time as a centralized sewage system shall be installed and maintained, the owners shall connect to said system at their sole expense, provided, that in no event shall an owner be required to connect to such centralized system unless such connection can be made within 200 feet from the main building.

III. Architectural Control Committee.

An Architectural Control Committee, (hereinafter referred to as the "Committee"), is hereby established and shall initially be composed of Leo P. McCue, 4 Cortwell Road, Laramie, Wyoming; James J. Slater, 228 Cortwell Road, Laramie, Wyoming; and Ralph David Crow, Saratoga, Wyoming. In the event of the death or resignation of a member, a successor shall be appointed by a written petition of a majority of the then owners of all lots in the Ryan Park 3rd Addition. Each member shall continue to serve until the petition appointing his successor has been duly filed with the County Clerk, Carbon County, as an amendment to this Declaration. The members of the Committee shall choose one of their number to serve as chairman. The Committee may take steps to enforce the provisions of these covenants against any owner of the premises, and shall have the power and authority to make any exceptions to these covenants, subject to such conditions as it deems appropriate to insure the development of the Ryan Park 3rd Addition as a subdivision of high standards.

All actions of the Committee shall be manifested in writing signed by a majority of the Committee members, provided, that no exception to these covenants shall be considered final until all owners shall have been given thirty days written notice of the proposed action, by certified or registered mail, addressed to the owner at the address then appearing in the tax assessment rolls of Carbon County. Delivery of such notice shall be deemed to have been given upon deposit in the United States mail. The members of the Committee shall serve without compensation.

IV. Home Owners Association.

A. Membership and Purpose: Each lot in Ryan Park 3rd Addition shall be entitled to membership in the Ryan Park Home Owners Association, (hereinafter referred to as the "Association"), and each lot shall be entitled to one vote, exercised by the owner or owners thereof, or their duly authorized representative. A majority of the members shall constitute a quorum for all business of the Association. Membership of the Association shall also include the owners of any lots of any subdivision hereinafter filed by the Ryan Park Land Co., with the Carbon County Clerk, unless such membership is prohibited or modified by the Declaration of Restrictions and Protective Covenants filed relative to such subdivision. The purpose of the Association shall be to establish rules and regulations relative to the use of common areas; to improve and maintain the streets within and bordering the final plat of Ryan Park 3rd Addition; and such other purposes as are set forth in the By-Laws of the Association organized and adopted by the members.

B. Assessments: The Association may assess, on an equitable basis, all lots within Ryan Park 3rd Addition, the cost of any improvement or maintenance approved by the Association. Any such assessment shall become a lien against the lots receiving benefit, until paid in accordance with terms and conditions imposed by the Association.

1979. WITNESS our hands this 23rd day of January.

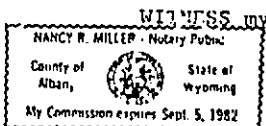


RYAN PARK LAND CO.

James J. Slater, Secretary. By: Leo P. McCue, Jr., President

STATE OF WYOMING)
COUNTY OF ALBANY) ss.

THE FOREGOING INSTRUMENT was acknowledged before me by Leo P. McCue, Jr. and James J. Slater this 16th day of January, 1979.



Nancy R. Miller, Notary Public

My commission expires: Sept. 5, 1982

RECORDED Jan 19, 1979 11:00 O'CLOCK A.M. IN BOOK 693 PAGE 137 RAWLINS, WYO. 634574 MARY G. BRADFORD, COUNTY CLERK