

**CERTIFICATE OF DEDICATION
SARATOGA INN COUNTRY CLUB
SUBDIVISION #2**

A Subdivision of the NW 1/4, SW 1/4, SE 1/4 and NE 1/4 Section 6, Township 17 North, Range 64 West of the 8th R.M. in the TOWN OF SARATOGA, CARBON COUNTY, WYOMING

Saratoga Hotel Company, a Wyoming Corporation, does hereby certify that this subdivision of the tract described is as follows:

The point of beginning, being the Corner of Section 12, T.17N. R.64W. of the 8th R.M. Thence north 01° 02' 00" west 1217.1 feet, thence south 82° 48' 00" west 402.8 feet, thence north 82° 48' 00" west 286 feet, thence north 86° 50' 00" west 123.4 feet, thence north 87° 50' 00" west 348.3 feet, thence north 01° 02' 00" west 528 feet, thence south 01° 02' 00" west 380 feet, thence south 18° 02' 00" west 544 feet, thence north 88° 02' 00" west 828 feet, thence south 01° 22' 00" west 533 feet, thence south 01° 02' 00" west 1217 feet, thence south 84° 00' 00" west 544 feet, thence north 01° 02' 00" west 1217 feet to point of beginning, less that portion previously conveyed to Saratoga Hotel Company by deed recorded in Book 427 of Maps of Carbon County, Wyoming, and subject to existing easements and rights of way of record.

As it appears on this plat to meet with the free consent and in accordance with the desires of said company, that said company in the above tract and nothing herein contained shall be any purpose be construed as a dedication to the public use of any of the designated ways, drive, courts, roads, easements, streets, alleys or other things designated on the plat, but shall be hereby reserved to and retained for the private use of the said company, their heirs, successors and assigns, and no person shall be permitted to use the same for any other purpose or in any other manner than as herein provided, and the said company shall have the right to make such public easements within said tract and easements or easements of record of record and the name of said subdivisions and subdivisions of said tract as shown hereon, and the name of said subdivisions and subdivisions of said tract as shown hereon, and the name of said subdivisions and subdivisions of said tract as shown hereon, and the name of said subdivisions and subdivisions of said tract as shown hereon.

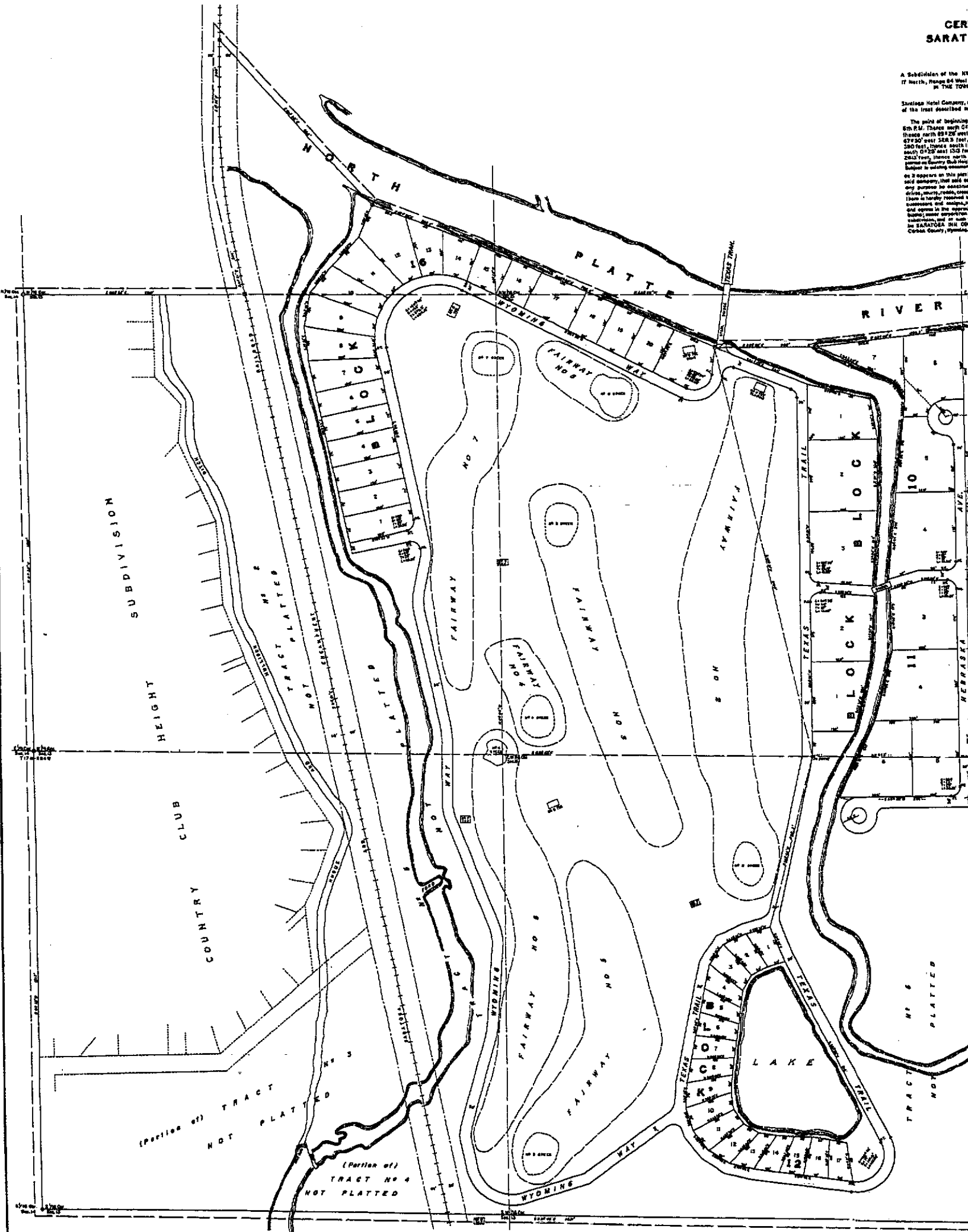
Dated this 26th day of August 1962
SARATOGA HOTEL COMPANY
By: *Joseph P. Hahn*
Margaret Hahn, Secretary

APPROVED:
Town Council of the Town of Saratoga, Wyoming, by resolution duly passed, adopted and approved on the 26th day of August 1962
Attest: *Joseph P. Hahn*
Town of Saratoga
Municipal Corporation

APPROVED:
Board of County Commissioners of Carbon County, Wyoming, by Resolution duly passed on the 26th day of August 1962
Attest: *Joseph P. Hahn*
County Clerk

STATE OF WYOMING
County of Carbon
I, Noel E. Walford of Excelsior, Wyoming, hereby certify that I have made accurate survey of the Tracts, Lots and Blocks on shown on this map and have staked the same in the field.
REC. IN 377
Subscribed and sworn to before me this 26th day of August 1962.
By Commission Expires Sept. 11, 1963
Noel E. Walford
County Clerk of Carbon

Scale 1"=100'
STATE OF WYOMING
COUNTY OF CARBON
Filed for record on this 26th day of August 1962
September A.D. 1962 of 700
and recorded in Book 440
as page 181.
Joseph P. Hahn
County Clerk of Carbon



PROTECTIVE COVENANTS

PART A. Preamble

The Saratoga Inn Corporation owner of all that property of record known as The Saratoga Inn, Saratoga, Wyoming, hereby states that the purpose of the restrictions that hereinafter follow is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residence purposes will not be permitted.

PART B. Area of Application

The protective covenants hereinafter described in Part C in their entirety shall apply to:

All that property of record known as The Saratoga Inn, Saratoga, Wyoming.

PART C. Residential Area Protective Covenants

NATURE AND DURATION

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT

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

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.

ARCHITECTURAL CONTROL

No structure shall be erected, placed or altered on any lot unless the plans, specifications and location plan meet the standards, requirements and approval of the Architectural Control Committee consisting of the Management of the Saratoga Inn provided that if there should be a dispute within said management, then, and in that event the controlling faction within said management shall each select a disinterested property owner of property lying within the grounds of the Saratoga Inn and in turn these two property owners shall select a third disinterested property owner and the three of these shall resolve the dispute, as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot until the construction plans, specifications, and location plans meet the standards, requirements and approval of the Architectural Control Committee consisting of the Management of the Saratoga Inn provided that if there should be a dispute within said management, then, and



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).

WATER SUPPLY

No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the public health authority for the State of Wyoming. Approval of such systems as installed shall be obtained from such authority.

SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the public health authority for the State of Wyoming. Approval of such system as installed shall be obtained from such authority.

LAWN AREAS

The area of any lot on which there is not erected any building, driveway, or sidewalk shall be grass or otherwise maintained. Each such grassed area or otherwise maintained area shall be maintained in a neat and orderly manner.

SARATOGA INN CORPORATION

Attest:

Clayton M. Ferguson
Secretary

Howard V.C. Davis, Pres.

STATE OF WYOMING)
) SS
COUNTY OF CARBON)

On this 11th day of August, 1972, before me personally appeared Howard V.C. Davis to me personally known, who, being by me duly sworn, did say that he is the President of Saratoga Inn 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 Howard V.C. Davis acknowledged said instrument to be his free act and deed of said corporation.



Given under my hand and notarial seal, this 11th day of August, 1972.

Clayton M. Ferguson
notary public

My commission expires: 11/19/75

STATE OF WYOMING,) SS
Carbon County,)
516730
Filed for record on this 11 day
of October, A. D. 1972
at 1:25 and recorded in Book 579
page 195
R. H. Ferguson
R. H. Ferguson County Clerk and Ex-officio Registrar of Deeds
Clayton M. Ferguson Deputy

AMENDMENT
TO
PROTECTIVE COVENANTS

THE UNDERSIGNED persons, constituting a majority of the owners of the real property more particularly described in that certain declaration of Protective Covenants executed by Howard V.C. Davis, as President and on behalf of Saratoga Inn Corporation, on the 11th day of August, 1972, and filed of record in the Office of County Clerk, Carbon County, State of Wyoming in Book 579 of Photo Records, at Page 495, on the 11th day of October, 1972, and pursuant to the provisions of the NATURE AND DURATION, paragraph of said protective covenants, do hereby amend said paragraph to read as follows:

NATURE AND DURATION

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 10 years from the date this amendment is recorded, after which time these covenants shall be automatically extended for successive periods of 10 years; provided; that these covenants may be further amended or revoked, at any time, by and after an instrument signed by a majority of the then owners of each lot, parcel or tract to which these covenants are applicable, with each owner entitled to one vote per each such lot, tract or parcel owned, has been recorded with the ex officio of records for the County of Carbon, State of Wyoming.

Dated this _____ day of October, 1997.



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William E. Harshman Carbon County Clerk 22.00

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).

OWNER

PROPERTY OWNED

Linda J. Hammer

232 Condit Pt. Lot 4

Joseph H. Hammer

232 Condit Ct Lot 4

William T. Ward

Sub II Blk 11 Lots 3, 4, 5, 6

Carole M. Ward

11

Elizabeth V. Parni

217 Condit Ct Block 9 Lot 31/32

Joseph W. Pappas

217 Condit Ct. "

Nelson Stanley

209 Condit Ct. Blk 9 Lot 31/32

Quinn Stanley

209 Condit Ct Blk 9 Lot 31/32

Karen Ann Campbell

Lot 5, Block 7

Paul J. Campbell

Lot 5, Block 7

Bertley White

Lots 1 & 2 Blk 7

Marty White

Lots 1 & 2 Blk 7

Allen Shelton

Lot 2 Block 2

Betty J. Shelton

Lot 2 Block 2

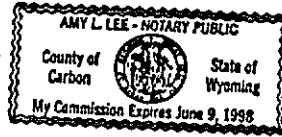
John L. Hamrick

TRACTS, PARCELS, LOTS IN SUBDIVISION
142 and other lots, TRACTS &
PARCELS that may apply
TRACTS, PARCELS, LOTS IN SUBDIVISION
142 and other lots, TRACTS &
PARCELS that may apply

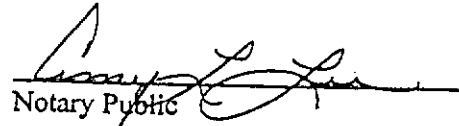
John L. Hamrick

John L. Hamrick

STATE OF WYOMING)
) SS.
COUNTY OF CARBON)

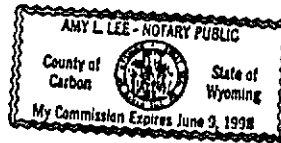


On this 8th day of October, 1997 before me, a notary public, personally appeared, LINDA HAMMER, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.


Notary Public

My Commission expires on June 9, 1998

STATE OF WYOMING)
) SS.
COUNTY OF CARBON)

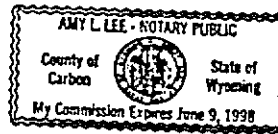


On this 8th day of October, 1997 before me, a notary public, personally appeared, DAVID R HAMMER, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.

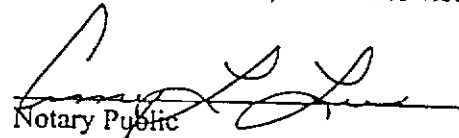

Notary Public

My Commission expires on June 9, 1998

STATE OF WYOMING)
) SS.
COUNTY OF CARBON)

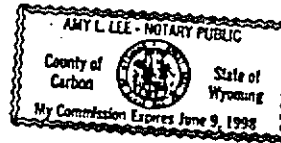


On this 8th day of October, 1997 before me, a notary public, personally appeared, William T. Grand, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.


Notary Public

My Commission expires on June 9, 1998

STATE OF WYOMING)
) SS.
COUNTY OF CARBON)

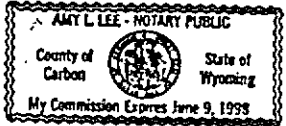


On this 8th day of October, 1997 before me, a notary public, personally appeared, CAROLE M. WARD, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.


Notary Public

My Commission expires on June 9, 1998

STATE OF WYOMING)
) SS.
COUNTY OF CARBON)

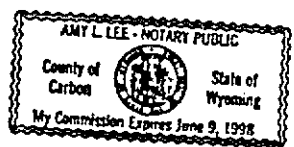


On this 8th day of October, 1997 before me, a notary public, personally appeared, Joseph W. Parrie, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.

[Signature]
Notary Public

My Commission expires on June 9, 1998

STATE OF WYOMING)
) SS.
COUNTY OF CARBON)

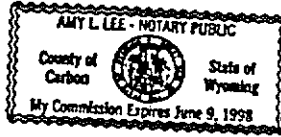


On this 8th day of October, 1997 before me, a notary public, personally appeared, KATHLEEN V PARRIE, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.


[Signature]
Notary Public

My Commission expires on June 9, 1998

STATE OF WYOMING)
) SS.
COUNTY OF CARBON)

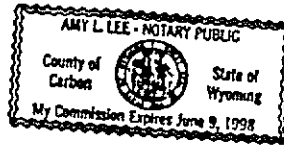


On this 8th day of October, 1997 before me, a notary public, personally appeared, Dezman W. Stanley, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.



Notary Public

My Commission expires on June 9, 1998

STATE OF WYOMING)
) SS.
COUNTY OF CARBON)

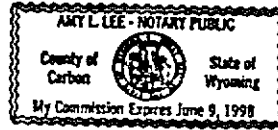


On this 8th day of October, 1997 before me, a notary public, personally appeared, Dezman W. Stanley, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.


Notary Public

My Commission expires on June 9, 1998

STATE OF WYOMING)
) SS.
COUNTY OF CARBON)

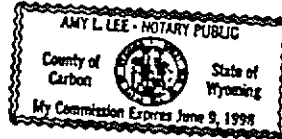


On this 8th day of October, 1997 before me, a notary public, personally appeared, Arthur Campbell, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.


Notary Public

My Commission expires on June 9, 1998

STATE OF WYOMING)
) SS.
COUNTY OF CARBON)

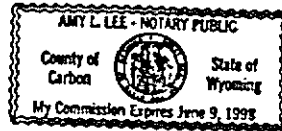


On this 8th day of October, 1997 before me, a notary public, personally appeared, Douglas Campbell, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.



Notary Public

My Commission expires on June 9, 1998

STATE OF WYOMING)
) SS.
COUNTY OF CARBON)

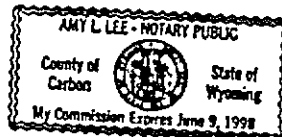


On this 8th day of OCTOBER, 1997 before me, a notary public, personally appeared, Mandy D. Winter, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.

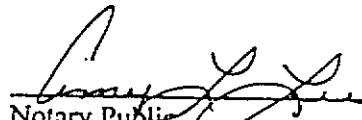

Notary Public

My Commission expires on June 9, 1998

STATE OF WYOMING)
) SS.
COUNTY OF CARBON)



On this 8th day of OCTOBER, 1997 before me, a notary public, personally appeared, BARRY P. WINTER, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.


Notary Public

My Commission expires on June 9, 1998

STATE OF WYOMING)
) ss.
COUNTY OF CARBON)

On this 9th day of October, 1997 before me, a notary public, personally appeared, Allen Shelton and Betty Shelton, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that ~~he~~^{they} executed the same.

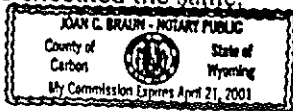


Joan C. Braun
Notary Public

My Commission expires on April 21, 2001

STATE OF WYOMING)
) ss.
COUNTY OF CARBON)

On this 10th day of October, 1997 before me, a notary public, personally appeared, John L. Hamerton and Ze A. Larsen personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.



Joan C. Braun
Notary Public

My Commission expires on April 21, 2001