

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE LITTLE MEDICINE RANCH LANDOWNERS ASSOCIATION

THIS DECLARATION is made the 1st day of May, 1984, by Rory Cross, hereinafter referred to as "the Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of that certain parcel of real property located in the County of Converse, State of Wyoming, legally described on Exhibit "A" attached hereto and incorporated herein by reference, and hereinafter referred to as "the Property"; and

WHEREAS, the Declarant desires to provide for the maintenance of roads and desires to establish certain standards covering the Property by means of protective covenants to insure the lasting beauty, value, and enjoyment of the Property and to this end and for the benefit of the Property and the owners thereof, the Declarant desires to subject the Property to the easements, covenants, conditions, restrictions, charges, and liens hereinafter set forth; and

WHEREAS, the Declarant will incorporate under the laws of the State of Wyoming, as a non-profit corporation, the Little Medicine Ranch Landowners Association, hereinafter referred to as "the Association", for the efficient preservation of the values and facilities of the Property, and will delegate and assign to the Association the powers and duties of maintaining and administering the roads and administering and enforcing the covenants and restrictions of the Declaration and collecting and disbursing the charges and assessments hereinafter created.

NOW, THEREFORE, the undersigned do hereby publish and declare that in addition to the ordinances of the County of Converse, State of Wyoming, the following terms, covenants, conditions, easements, restrictions, reservations, limitations, uses, locations, and obligations shall be deemed to run with the land and shall be a burden and benefit to the undersigned, their successors, and assigns, and any persons or entity acquiring or owning an interest in the real property and improvements, their grantees, and their heirs, executors, administrators, devisees, successors or assigns.

ARTICLE I: DEFINITIONS

SECTION 1: "OWNER" shall mean and refer to the record owners whether one or more persons or entities, of any tract or parcel of the Property, including contract purchasers, but excluding those who have such interest merely as security for the performance of any obligation.

SECTION 2: "ROADS" shall mean and refer to all roads presently existing or subsequently constructed on the Property which are necessary to provide vehicular, horseback or foot travel access from public roads to tracts or parcels of the Property. "Roads" shall not include private driveways constructed by individual Owners to provide access to dwellings or other structures located upon such Owner's tracts or parcels of the Property. Said roads shall be as legally defined on the conveyance of easement as referred to in Article II, Section 6 thereof.

SECTION 3: "FISHING AREAS" shall mean and refer to the

drainage area and ponds or pools capable of supporting fish. Said fishing areas shall be as legally defined on the conveyance of easement as referred to in Article II, Section 6 hereof.

SECTION 4: "ACCESS PATHWAYS" shall mean and refer to all pathways presently existing or subsequently utilized on the Property which are located within five feet (5') on either side of the Property boundaries and are necessary to provide access, by foot, to various properties, then existing roads, and public lands.

SECTION 5: "COMMON EXPENSES" shall mean and refer to the cost of repairs and renovations of the roads and the cost of maintenance of the fishing area, access pathways, and shall include by way of example and limitation, casualty, public liability, and other insurance, taxes, special assessments, road construction, repair, maintenance and renovation, management and administration costs, wages, legal and accounting fees, expenses and liabilities incurred by the Association pursuant to or by By-Laws of the Association; the payment of any deficit remaining from a previous period; the creation of a reasonable contingency, reserve, sinking fund, or surplus fund, the sums declared lawfully assessed by the Association pursuant to these covenants, the Articles of Incorporation, or the By-Laws of the Association.

SECTION 6: "ARCHITECTURAL CONTROL COMMITTEE" shall mean and refer to the Architectural Control Committee of the Association.

SECTION 7: "TRACT OR PARCEL" shall mean and refer to increments of land consisting of the minimal acres required by government regulation, initially consisting of 35 or more acres in size.

#### ARTICLE II: EASEMENTS

SECTION 1: ROAD EASEMENTS. The Declarant hereby expressly excepts and reserves unto itself and to its successors, assigns and invitees, forever, a non-exclusive perpetual road easement fifty feet (50') in width, over and across and twenty five feet (25') on each side of the centerline of all roads presently existing or constructed by the Declarant. Said roads shall be as legally defined on the conveyance of easement as referred to in Article II, Section 6 hereto.

SECTION 2: UTILITY EASEMENTS. The Declarant hereby expressly excepts and reserves unto itself and to its successors, assigns and invitees, forever, a non-exclusive perpetual utility easement twenty feet (20') in width, adjacent to, parallel with, and on the inside edges of each side of all tracts or parcels of the Property, together with utility guying easements on all tracts or parcels of the property as required by the utility involved.

The Declarant shall have the right at its sole and absolute discretion to grant and convey utility easements to public or quasi-public entities providing utility services or to any other person or entity for the installation and maintenance of utilities on the Property. The Declarant shall have the right but not the obligation to construct, install and maintain pipes, conduits, wires, lines and poles under, upon or over the above described utility easements to provide water, sewer, gas, electricity, telephone, television or other utility services to tracts or parcels of the Property, to additional properties which may be included

with the scheme of the protective covenants pursuant to Article VIII, Section 3, hereinafter, or to any other property owned by a person or entity to whom the Declarant grants a utility easement. By reserving utility easements, the Declarant is not assuming and shall have absolutely no obligation to construct, install or maintain utility services to tracts or parcels of the Property. Each owner shall be solely responsible for obtaining such utility services as he or she deems appropriate. In the event an owner constructs or installs public utility pipes, lines or other facilities to his tract or parcel, the Declarant shall have the right but not the obligation to attach to, tap into, or hook onto any such utility pipes, lines or other facilities and to extend such facilities, which right may be assigned by the Declarant to any person or entity to whom the Declarant grants a utility easement. Such right shall not include the right to tap into any utility systems or facilities such as well and septic systems contained within a tract or parcel and designed for use only by the owner of that tract or parcel. Use of the utility easement shall not be confined to present utility services but may be expanded by the Declarant as additional utility services become available to the Property.

**SECTION 3: FISHING EASEMENT.** The Declarant excepts and reserves unto itself and to its successors, assigns and invitees, forever, a non-exclusive perpetual easement over and across and twenty feet (20') on each side of the high water mark of all ponds, beaver ponds or other ponds constructed by or for Declarant located on the Property described as Exhibit "A".

Any ponds subsequently constructed by owners of tracts or parcels shall not be included in said easement. The Little Medicine Ranch Landowners Association by majority vote of said Association members prior to January 1, 1988, shall have the right to expand any pond or ponds built by or for Declarant and the easement herein shall encompass said expansion or increase in size. This easement so reserved shall be for the purpose of fishing only and shall specifically exclude camping. Said fishing ponds shall be as legally defined on the conveyance of the easement as referred to in Article II, Section, hereof or an addendum thereto.

**SECTION 4: ACCESS PATHWAY EASEMENT.** The Declarant hereby expressly excepts and reserves unto itself and to its successors, assigns and invitees, forever, a non-exclusive perpetual footpath easement ten feet (10') in width and five feet (5') on each side of all stream or drainage beds and all tract or parcel boundaries where necessary to provide access to Fishing Areas, or as mutually agreed upon by the Property Owner and the Association and a non-exclusive perpetual footpath easement ten feet (10') in width over and across and five feet (5') on each side of all parcel boundaries where necessary to connect Association roads with the adjoining Public Lands.

**SECTION 5: MAINTENANCE OF EASEMENTS.** The Declarant shall have no obligation to maintain or repair the roads, access pathways, fishing areas, or any of the above described easements once established, except to the extent that the Declarant continues to be a member of the Association. The Association is hereby charged with the duty and responsibility of providing for the maintenance, repairs and renovation of the roads, access pathways, fishing areas and above described easements. It is expressly stated and understood that the roadways established by Declarant are not construct to meet any

engineering standard and consist only of a vehicle trail over native soils with culverts placed at appropriate drainage crossings.

SECTION 6: CONVEYANCE OF EASEMENT. The Declarant hereby expressly agrees to convey said non-exclusive easements to all roads, utilities, fishing areas and access pathways hereinabove reserved to the Association, its successors and assigns, for the use and benefit of all owners, their heirs, administrators, successors, assigns and invitees, forever, upon the sale of sixty percent (60%) of all tracts and parcels of Property by the Declarant, as the same are shown in Exhibit "B".

#### ARTICLE III: OWNERS' RIGHTS

SECTION 1: OWNERS' EASEMENT OF ENJOYMENT. Every owner shall have a non-exclusive right and easement of enjoyment in and to the roads, fishing areas and access pathways which shall be appurtenant to and shall pass with the title to every tract or parcel of the Property. An Owners' right and easement of enjoyment in and to the roads, fishing areas and access pathways shall not be exercised in any manner which subsequently interferes with the right and easement of any other Owner with respect thereto and shall be subject to the following:

A. The right of the Association to charge reasonable fees and assessments to meet the estimated Common Expenses.

B. The right of the Association to suspend the voting rights and the right to use the fishing areas and access pathways by an Owner for any period during which any assessment against his tract or parcel of the property remains unpaid.

C. The right of the County of Converse and any other governmental or quasi-governmental body having jurisdiction over the Property to have access and the right of ingress and egress over and across roads, fishing areas, and access pathways.

SECTION 2: ASSOCIATION RULES AND REGULATIONS. The Association shall have the right and power through its Board of Directors to adopt such rules and regulations as it, in its sound discretion, shall determine, from time to time, necessary to regulate and govern the use of the roads, fishing areas and access pathways and livestock in accordance with the By-Laws of the Association.

SECTION 3: DELEGATION OF USE. Any owner may delegate, in accordance with the By-Laws of the Association, his right and easement for enjoyment of the roads, fishing areas and access pathways to the members of his family, his guests, invitees and tenants subject to this Declaration, and the Articles of Incorporation, and By-Laws of the Association, and all rules and regulations adopted by the Association; provided further that the Association shall have the right to reasonably limit the number of guests and/or invitees per parcel ownership having the right to use roads, fishing areas and access pathways.

#### ARTICLE IV: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Every owner of a tract or parcel of the Property shall become a member of the Association upon acquisition of said tract or parcel. Membership shall be appurtenant to and may not be separated from ownership of the tract or parcel of

the Property. Membership shall pass by operation of law upon the sale of such tract or parcel; which sale may be by deed or by installment land contract. Each owner shall have one (1) vote per 40 acre tract or parcel owned within the Property and shall be entitled to vote as provided in the Articles of Incorporation and By-Laws of the Association. When more than one (1) person or entity holds a beneficial interest in a lot, tract or parcel of the property as a joint tenant, tenant in common, or otherwise, all such persons shall be members of the Association but shall be considered as only one (1) owner for voting purposes. Concept: One (1) vote per 40 acre tract or parcel, one (1) assessment per 40 acres tract or parcel.

#### ARTICLE V: ASSESSMENT FOR COMMON EXPENSES

SECTION 1: PERSONAL OBLIGATION OF OWNERS FOR ASSESSMENTS. The Declarant, for each tract or parcel of the property owned, hereby covenants, and each Owner of any tract or parcel of the Property by acceptance of a deed therefore, whether or not it shall be so expressed such deed, is deemed to covenant and agree to pay all assessments imposed by the Association to meet the estimated common expenses. Assessments for the estimate common expenses shall be due yearly or at such other intervals as may be set by the Association from time to time. The Association shall prepare and deliver by mail to each member a statement for the yearly assessment.

SECTION 2: AMOUNT OF ASSESSMENTS. Assessments made for the common expenses shall be based upon the cash requirements deemed to be the aggregate sum which the Association shall, from time time, determine to be paid by the Owners, including the Declarant, to provide for the common expenses. The amount of the assessment which shall be paid by each Owner of a tract or parcel of the Property shall be determined by dividing the aggregate sum the Association determined to be paid by the Owners as hereinabvoe provided and the proportionate share of said aggregate sum based upon the number of tracts or parcels owned within the Property. In no event shall said assessment exceed one hundred dollars (\$100.00) per year per each tract or parcel of the property. This limitation may be waived by an Owner who wishes to pay in excess of said limitation in any one year and may be revised by the Association as future needs dictate as provided in the Articles of Incorporation or By-Laws of the Association. In the event any parcel or tract of the property is subdivided, each person or entity purchasing a portion of any such subdivided tract or parcel of the Property shall be an owner for purposes of these covenants and shall be obligated to pay the assessment for common expenses as herein provided. Notwithstanding the foregoing, the Declarant shall not be obligated to pay an assessment in excess of that paid by an owner of thirty-five (35) acres regardless of the number of tracts or parcels actually owned by the Declarant. In addition to the above assessment, the Association shall have the right upon majority vote of the membership present at each annual meeting to assess up to twenty-five dollars (\$25.00) per thirty-five (35) acres tract or parcel with the exception of the Declarant, who shall be exempt from the assessment, to stock the fishing area.

#### ARTICLE VI: LIEN FOR NON-PAYMENT OF ASSESSMENTS

SECTION 1: EFFECT OF NON-PAYMENT OF ASSESSMENTS, REMEDIES OF THE ASSOCIATION. It shall be the duty of each Owner to pay a proportionate share of the common expenses and any other expense as set forth in the Declaration and as

assessed by the Association. Payment thereof shall be in such amounts and at such times as may be determined by the Association. If any Owner shall fail or refuse to make any such payments when due, the amount thereof shall constitute a lien on that Owner's tract of the property as set forth in the deed of conveyance to said Owner; and upon the recording of notice thereof by the Association, such lien shall be constituted upon such Owner's interest in said tract or parcel of the property prior to all other liens and encumbrances recorded or unrecorded, except (a) taxes, special assessments, and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and other state or federal taxes which by law are a lien on the interest of such Owner prior to the pre-existing recorded encumbrance thereon, and (b) all sums unpaid on a first mortgage of record, including all unpaid obligatory sums as may be evidenced by such encumbrance and including additional advances made thereon prior to the arising of this lien.

SECTION 2: EVIDENCE OF LIEN. To evidence such lien for unpaid common expenses, the Association shall prepare a written notice setting forth the amount, the name of the defaulting Owner and a description of the defaulting Owner's parcel. Such notice shall be signed on behalf of the Association by an officer of the Association and shall be recorded in the records of the Clerk and recorder of Converse County, Wyoming. Such lien shall attach from the date of recording and may be enforced by foreclosure by the Association of the defaulting Owner's parcel, in like manner as a mortgage on real property. The lien provided herein shall be in favor of the Association and for the benefit of all Owners. In any such foreclosure, the defaulting Owner shall be required to pay all costs and expenses of such proceedings, the costs, expenses and attorney's fees for filing the notice of claim of lien, and all reasonable attorney's fees incurred in connection with such foreclosure. The defaulting Owner shall also be required to pay the Association any common expenses due and owing during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid on the parcel at the foreclosure sale and to acquire, hold, lease, mortgage and convey the same. Any encumbrancer holding a lien on a parcel may, but shall not be required to pay any unpaid common expenses due and owing with respect thereto; and upon such payment such encumbrance shall have a lien on such parcel for the amount paid of the same rank as the lien of his or its encumbrance.

SECTION 3: PERSONAL OBLIGATION TO PAY COMMON EXPENSES. Assessments made by the Association against each Owner for his proportionate share of the common expenses shall be the personal and individual debt of the Owner at the time the assessment is made. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. No Owner may exempt himself from liability for such contribution toward the common expenses by waiver of the use and enjoyment of the roads or by abandonment of his parcel.

SECTION 4: LIABILITY OF GRANTEE. The Grantees of a parcel shall be jointly and severally liable with the Grantor for all unpaid common expenses against the parcel assessed and due prior to the time of the grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee, provided, however, that upon written request, any such prospective Grantee shall be entitled to a statement from

the Association setting forth the amount of the unpaid common expenses, if any, with respect to the subject parcel; the amount of the current assessment for common expenses; the period covered by the current assessment; the date the current assessment comes due; and the amount of any credit for advance payment or for prepaid items. Said statement shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with by the Association within ten (10) days of such request, then such Grantee shall not be liable for, nor shall the parcel be conveyed subject to a lien for any unpaid common expenses against the subject parcel.

#### ARTICLE VII: ARCHITECTURAL COVENANTS

SECTION 1: LAND USE AND BUILDING TYPE. Except as otherwise provided herein, no building shall be erected, altered, placed or permitted to remain on any tract or parcel of the property other than single family residential dwellings with attached or unattached garages; unattached pump houses; residential guest houses; and non-residential outbuildings and structures such as barns, stable, or corrals for use specifically in connection with the care of livestock, as permitted under these covenants, or the maintenance of equipment. The Architectural Control Committee may grant relief from this provision for good cause.

SECTION 2: DENSITY. No parcel less than forty (40) acres (more or less) in area shall be conveyed or sold by Declarant and no successor in interest of Declarant may sell any parcel less than 40 acres (more or less) in area for a period of five (5) years following the filing of this Declaration. Upon the expiration of five (5) years from the filing of this Declaration, Declarant's successors may convey parcels only in amounts of twenty (20) acres or more. It is further provided that not more than one single family dwelling and associated out buildings may be erected per twenty (20) acres.

SECTION 3: APPROVAL. No building or other structure including but not limited to dwellings, sheds, garages, outbuildings and fences shall be erected, placed or altered on any tract or parcel of the Property until the plans and specifications, along with a plot plan (submitted in duplicate), showing the location of the structure have been approved by the Architectural Control Committee, which plans shall, among other things, show the type of exterior material and finish, exterior design, existing structures, if any, and location of the structure with respect to property lines. Should the Architectural Control Committee, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the Owner of a tract or parcel of the property within thirty (30) days after the written request therefore, then such approval shall not be required and shall be deemed to have been given. However, no building or other structure shall be erected or allowed to remain on any tract or parcel of the property which violates any of the covenants or restrictions contained herein. At the time said plans and specification are approved, the builder or Owner shall proceed diligently with construction and the exterior of any such structure shall be completed within eighteen (18) months of the date of approval by the Architectural Control Committee. The Architectural Control Committee may grant an extension beyond said eighteen (18) month construction period for good cause when requested by Owner.

SECTION 4: NUISANCE. Nothing which may be, or may

become annoying, or a nuisance to other Owners shall be permitted on any tract or parcel of the Property. No obnoxious or offensive activity or commercial business or trade shall be conducted upon any tract or parcel of the property. No kennels shall be allowed upon any tract or parcel. For purposes of this covenant, ungaraged, inoperative automobiles, machines or other equipment which remain on any tract or parcel of the property for more than ninety (90) days shall be deemed to be a nuisance.

SECTION 5: TEMPORARY RESIDENCE. No structure of a temporary character, trailer, mobile home, basement, tent or accessory building shall be used on any tract or parcel of the property as a residence. However, a pickup camper, camper trailer, motor home, or tent may occupy a tract or parcel for a period not to exceed twelve (12) months, for construction purposes, during the construction of the initial residential structure. In addition, a camper trailer, pick-up camper, motor home, or tent may occupy a tract or parcel for a period of one hundred eighty (180) days per calendar year for recreational purposes. The Architectural Control Committee may grant relief from this provision for good cause.

SECTION 6: REFUSE AND RUBBISH. Rubbish, refuse, garbage and other wastes shall be kept within sealed containers, shall not be allowed to accumulate on the property, and shall be disposed of in a sanitary manner. No tract or parcel of the property, or easement, shall be used or maintained as a dumping ground for such materials. All containers shall be kept in a neat, clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the Property and visible from public roads or adjoining or nearby properties.

SECTION 7: LIVESTOCK AND ANIMAL CONTROL. Any tract or parcel of the property may be used for the grazing of horses. No livestock other than horses shall be permitted to be pastured or grazed on any parcel. Overgrazing is prohibited. The horses shall be properly cared for with adequate maintenance, food and shelter. Each tract or parcel will be entitled to the grazing of four (4) horses. It shall be the responsibility of the Owner to maintain control of any domestic pets so that said pets will not trespass on other Owner's property or become a nuisance. The Association shall have the right and power, through its Board of Directors, to adopt or change such rules and regulations governing livestock and pets as they see fit.

SECTION 8: FENCES. Fences shall be permitted along the extreme outside boundaries of the entire Little Medicine Ranch Project. Fences shall also be permitted within or around each parcel provided that the said fences shall meet or exceed the minimum stock fence requirements established by the State of Wyoming. The fences shall be constructed so as to not interfere with the road easements hereinabove established, including but not limited to the installation of cattle guards (No gate shall be installed upon any through vehicle right-of-way.) The Architectural Control Committee may grant relief from this provision for good cause.

SECTION 9: ADVERTISING. No advertising, signs or billboards shall be erected, placed or permitted to remain on the Property. Notwithstanding the foregoing, signs offering a tract or parcel of the property for sale shall be permitted. For a period of three (3) years from the date these covenants are recorded in the office of the Clerk and Recorder of Converse County, Wyoming, such "For Sale" signs



shall be limited to those of Ranch World of Wyoming, Inc., or its assigns.

SECTION 10: PROHIBITED ACTIVITIES. The following activities are and shall be prohibited:

1. Hunting and trapping of large or small game by whatever means.

2. The Owner of a tract or parcel nor his agents, invitees, or guests shall cut any living tree within the confines of the property, whether personally owned or not, which has a diameter at chest height in excess of five (5) inches, provided, however, that in the event thinning is required or owner desire to cut timber for construction of a dwelling or outbuilding, permission may be obtained from the Architectural Control Committee subject to such reasonable restrictions as are consistent with good forest management practices.

3. No firearms, explosives or fireworks shall be discharge at any time, provided, that this Association may in its discretion establish a location within the common areas for such activity.

#### ARTICLE VIII: GENERAL PROVISIONS

SECTION 1: ENFORCEMENT. ENFORCEMENT OF THIS Declaration and these covenants, conditions and restrictions shall be by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, for recovery of assessments due or for such other and further relief as may be available. Such judicial proceedings may be prosecuted by any Owner or by the Association on behalf of its members and the Association may assess the cost of such prosecution as a common expense. The failure to enforce or to cause the abatement of any violation of this Declaration shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a provision within these covenants.

SECTION 2: SEVERABILITY. Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

SECTION 3: DURATION. The herein included agreements, covenants, restrictions and conditions shall run with the land; shall be binding upon all persons owning tracts of parcels of the Property and any persons hereinafter acquiring said tracts or parcels of the Property; and shall be in effect for a period of twenty-five (25) years from and after the date these covenants are recorded in the office of the Clerk and Recorder of the County of Converse, State of Wyoming, after which period said covenants shall cease to be and shall be of no further force and effect unless the owners of two thirds (2/3) of the land area within the Property shall elect, in writing duly filed, to extend said covenants for an additional specified period at which time these covenants shall cease to be and shall be of no further force and effect unless similarly extended for an additional period or periods. Provisions for maintenance of the roads and common areas shall not be permitted to lapse with the other covenants unless other provisions are made for continuation of said maintenance.

After five (5) years, these protective covenants may be altered in whole or in part at any time the then record Owners of four fifth (4/5) of the voting rights within the property so elect through a duly written and recorded instrument.

Notwithstanding any of the foregoing to the contrary, Declarant hereby reserves the right to amend and modify the covenants herein to meet any requirements of the State of Wyoming or the County of Converse, State of Wyoming, said reservation to include but not be limited to increasing road width, or placing any physical or use restrictions of the subject property or as may be required by said governmental entities.

The undersigned, their successors and assigns, shall have the right to bring within the scheme of these protective covenants, and the structure of the Association, additional properties in accordance with a general plan of development. All easements for roads and utilities affecting the property within the scheme of the protective covenants and the additional lands hereinabove contemplated, shall be common to all lands within the general plan of development. Such additions shall be made by filing of record a supplement to these protective covenants. Such supplement may contain such additions and modifications of these protective covenants as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of these covenants. In no event, however, shall such supplement revoke, modify or add to the covenants and restrictions established by these protective covenants with respect to the Property.

IN WITNESS WHEREOF, RORY CROSS has caused this instrument to be executed the day and year first above written.

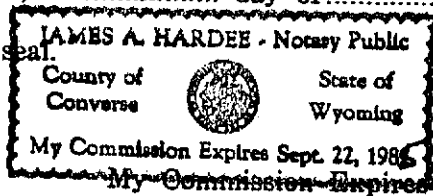
Rory Cross  
RORY CROSS, Declarant

State of WYOMING  
County of CONVERSE

The foregoing instrument was acknowledged before me by RORY CROSS

this 10<sup>th</sup> day of July, 1984

Witness my hand and official seal.



James A. Hardee  
Title of Officer  
Notary Public

(SEE REVERSE FOR CORPORATION FORM)

EXHIBIT "A"

Township 29 North, Range 75 West of the 6th P. M.

Section 29:  $W\frac{1}{2}SW\frac{1}{4}$

Section 30:  $E\frac{1}{2}SE\frac{1}{4}$ ;  $SW\frac{1}{4}SE\frac{1}{4}$ ;  $S\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$ ;  $SE\frac{1}{4}SW\frac{1}{4}$ ;

Section 31: Parts of:  $E\frac{1}{2}NE\frac{1}{4}$ ;  $W\frac{1}{2}$ ;  $W\frac{1}{2}E\frac{1}{2}$ ;  $E\frac{1}{2}SE\frac{1}{4}$   
lying north of Cold Springs Road

Section 32:  $W\frac{1}{2}NW\frac{1}{4}$ ;

in Converse County, State of Wyoming, containing  
720 acres, more or less.

