

COVENANTS RESTRICTING AND GOVERNING LAND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Riverbend Hay, LLC, a Wyoming limited liability company, is the owner the following real property situate in Converse County:

Lots 1 and 2 of Riverbend Subdivision, a subdivision of the W1/2NE1/4SW1/4 of Section 28, T.32N., R.71W., Converse County, Wyoming (together referred to as the "Subject Property" and singly as a "Lot").

WHEREAS, in order to insure the use and development of the Subject Property for exclusive residential purposes only, to prevent the impairment of the attractiveness of the Subject Property and the Adjacent Property, and to maintain property values therein, the undersigned desires, hereby, to make and impose upon the Subject Property the restrictions and limitations hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, the undersigned owners do hereby and by these presents make, publish, declare and impose upon the Subject Property, the following restrictions and limitations governing the use and development of the Subject Property, and does hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land herein specified and shall be binding upon the undersigned and all persons claiming under them, and shall be for the benefit of, as well as limiting and restricting, all future owners of the Subject Property and the Adjacent Property, to-wit:

1. The Adjacent Property shall mean the following described property, whether or not the same is actually adjacent to either Lot:

See Exhibit A attached hereto.

2. The Subject Property shall be used exclusively for residential purposes; no building or structure shall be erected, placed, or permitted to remain on the Subject Property therein other than one, private, single - family dwelling, and accessory structures (e. g. storage buildings, garages, playhouses, dog houses, guest houses, and the like), which structures shall be constructed in accordance with the restrictions hereinafter set forth.

3. No manufacturing, commercial, business, or other enterprises of whatsoever kind or nature, whether or not conducted for profit, shall be operated, maintained, or conducted on the Subject Property or in any structure erected or placed therein, except in-home offices operated by a resident of the structure; provided, however, that such operation will not create excessive traffic or parking

problems. Also, no structure therein or any part thereof shall be used as a boarding or rooming house; nor shall any signs, billboards, or advertising devised (except suitable signs used to facilitate the sale or rental thereof) be erected, placed or be permitted to remain on the Subject Property.

4. No trailer, camper, basements, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used on the Subject Property as a place of residence or habitation, either temporarily or permanently, and, except as the same may customarily be employed by contractors for and during the construction of improvement thereon.

5. No house trailer, mobile home, recreational vehicles, motor homes, camper-trailer, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on the Subject Property except that boats, snowmobiles, recreational vehicles, motor homes, camper-trailers and the like belonging to the occupant of the Lot may be stored on the Subject Property.

6. Neither Lot shall be further subdivided.

7. No noxious or offensive activity shall be conducted on the Subject Property. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare for the occupant of any adjacent Lot or Adjacent Property. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the Lot lines of any Lot.

8. In addition to household pets (not to exceed three dogs and three cats), three horses or donkeys or llamas, or any combination of same, but in any event, not to exceed three animals per Lot, may be kept on a Lot. Short term livestock projects may be permitted on a Lot. However, no such projects shall create a nuisance. Except as herein specified, no animals, livestock or pets shall be deemed a permissible use. No animals maintained on a Lot, even though permissible within these provisions, shall be allowed to overgraze the pasturage on the Lot.

9. Dogs, cats and other domestic animals shall be controlled and restrained at all times, and shall not be allowed to "run at large" on any portion of the Property in a manner which interferes with wildlife or livestock.

10. All refuse and trash shall be removed from the Lots frequently enough to not accumulate and create a visual, odor or health problem. Trash shall not be permitted to accumulate along the fence lines of either Lot. No burning of trash shall be permitted except in a properly constructed screened container. However, if the owner of either Lot or the Adjacent Property complains that the smoke from burning of trash is interfering with the enjoyment of their property, then the party burning such trash shall stop.

11. No antenna tower more than 20 feet tall shall be built or located on the Subject Property.

12. Each occupant of each Lot within the Subject Property shall maintain the exterior of all buildings located on the Lot in good condition and shall cause it to be repaired as the effects of damage or deterioration become apparent and shall cause it to be repainted periodically and before the surfacing becomes weather-beaten or worn off.

13. Every person bound by these covenants is deemed to recognize and agree that it is not the intent of these covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing vitality and that lenience or neglect in their enforcement shall not in any way invalidate these covenants or any part of them, nor operate as an impediment to their subsequent enforcement.

14. The owners of the Subject Property as well as the owners of the Adjacent Property shall have the right to prosecute an action for injunctive relief and for damages by reason of any violation of these covenants. The prevailing party shall be entitled, at the discretion of the court, to an award of its costs, including attorney's fees, incurred in connection with such litigation.

15. 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.

16. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of the Subject Property and the Adjacent Property. Any such amendment shall be ineffective until it shall have been placed of record in the office of the County Clerk, Converse County, Wyoming.

17. The access road to the Lots shown on the easement recorded on or about the same date as these Covenants, shall be maintained by the Owners of the Lots, who shall share the cost of such maintenance equally. The Owners of the Lots shall share the cost of maintaining the entire road from the County Road to their property lines.

18. The owners of the Subject Property shall keep their respective Lots reasonably free of weeds, including eradicating them through removal or spraying as may be necessary to control them. If the owner of any Lot fails to reasonably control weeds on his, her or its respective Lot, then the owner(s) of the other Lot or the Adjacent Property may give the offending owner a five day written demand to spray or remove weeds and if such demand is not complied

with, then the owner(s) of the other Lot or the Adjacent Property may enter upon the Lot of the offending owner and spray or remove such weeds by any reasonable manner and the offending owner shall be responsible for all costs associated with such removal or spraying. The offending owner shall pay such costs immediately upon presentment of an invoice for such charges.

IN WITNESS WHEREOF, the undersigned has executed this instrument at ~~Gasper, Natrona~~ County, Wyoming, on January 10, 2003.

Douglas Converse Aw

Riverbend Hay, LLC

By: Gary R Wenzel

Its: Appointed Manager

STATE OF WYOMING)
) s.s.
COUNTY OF CONVERSE)

The above and foregoing instrument was acknowledged before me by Gary Wenzel, appointed Manager of Riverbend Hay, LLC, A Wyoming limited liability company, on January 10, 2003.

Witness my hand and official seal.

Marcia A. Case
Notary Public

My Commission Expires:



DW

EXHIBIT A TO THE COVENANTS RESTRICTING AND GOVERNING LAND

The Adjacent Property shall mean the following described property located in Converse County, Wyoming:

A Parcel located in and being portions of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 32 and NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 33, Township 32 North, Range 71 West of the Sixth Principal Meridian, and being more particularly described by metes and bounds as follows:

Beginning at the northeasterly corner of the Parcel being described and from which point the northeasterly corner of said Section 33 bears N.85°48'E., 462.5 feet; thence from said Point of Beginning and along the easterly line of said Parcel, due South, 660 feet to the southeasterly corner of said Parcel; thence along the southerly line of said Parcel, due West, 660 feet to the southwesterly corner of said Parcel; thence along the westerly line of said Parcel, due North, 660 feet to the northwesterly corner of said Parcel; thence along the northerly line of said Parcel, due East 660 feet to the Point of Beginning and containing 10.00 acres, more or less, as set forth by the plat attached and made a part hereof.

and

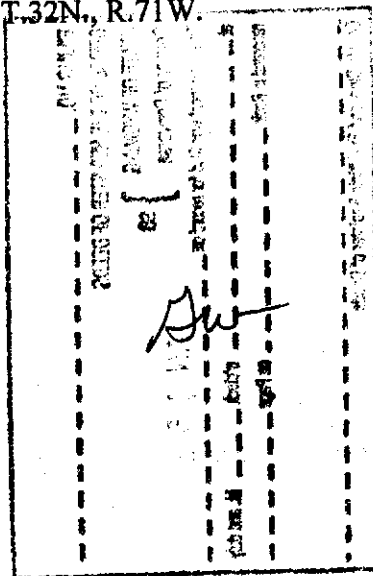
The S1/2SE1/4NW1/4 of Section 28, T.32N., R.71W.

and

The E1/2NE1/4SW1/4 of Section 28, T.32N., R.71W.

and

The N1/2SE1/4SW1/4 of Section 28, T.32N., R.71W.



000000