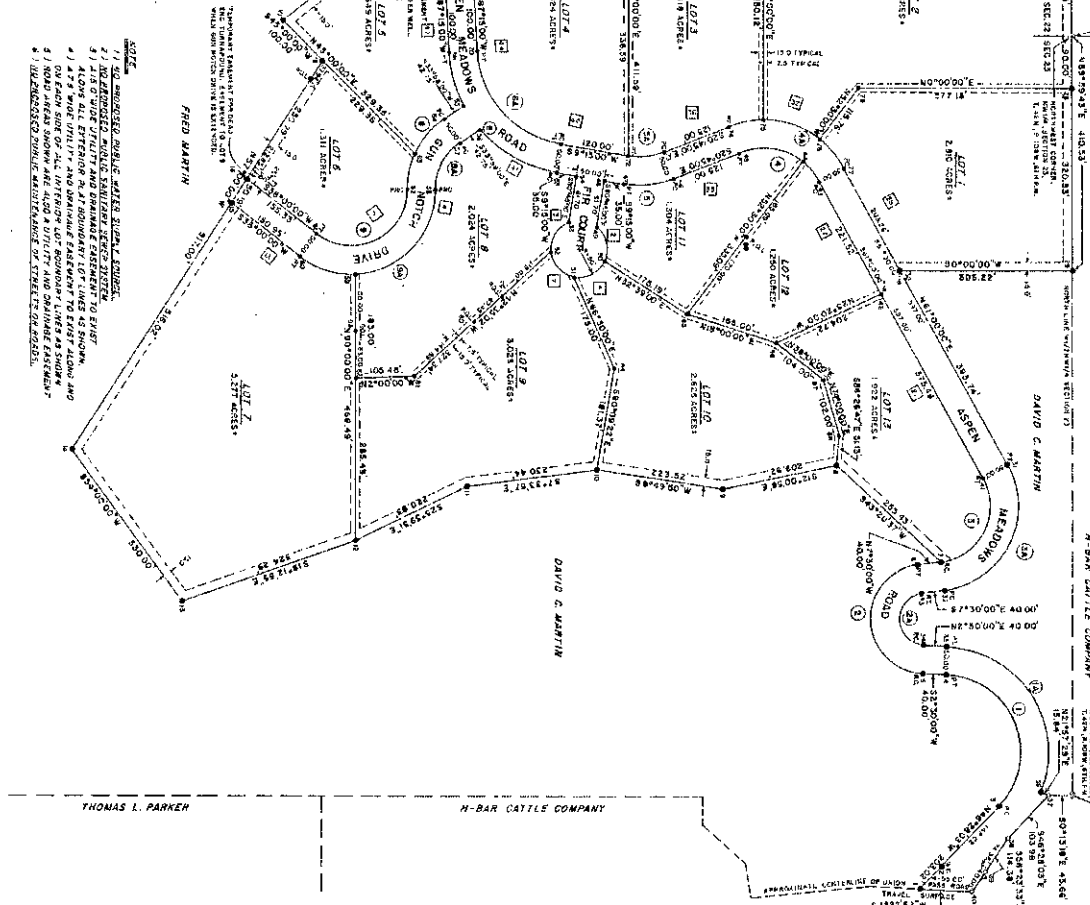
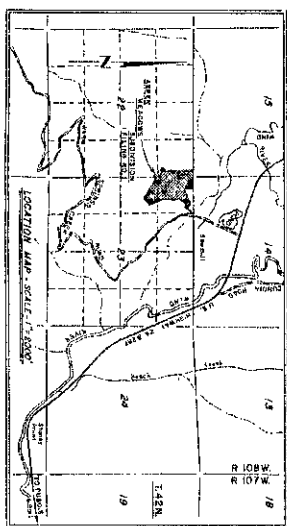


PLAT OF  
**ASPEN MEADOWS SUBDIVISION**  
**FILING NO. 1**

LOCATED IN THE E1/2NE1/4, SECTION 22 AND THE W1/2NW1/4, SECTION 23,  
 ALL IN T.42N., R.108W., 5TH P.M.,  
 FREMONT COUNTY, WYOMING



- NOTES**
- 1) ALL UNRESERVED DOUBLE AND TRIPLE ALIEN RIGHTS CORNERS.
  - 2) ALL UNRESERVED DOUBLE AND TRIPLE ALIEN RIGHTS CORNERS.
  - 3) ALL UNRESERVED DOUBLE AND TRIPLE ALIEN RIGHTS CORNERS.
  - 4) ALL UNRESERVED DOUBLE AND TRIPLE ALIEN RIGHTS CORNERS.
  - 5) ALL UNRESERVED DOUBLE AND TRIPLE ALIEN RIGHTS CORNERS.
  - 6) ALL UNRESERVED DOUBLE AND TRIPLE ALIEN RIGHTS CORNERS.
  - 7) ALL UNRESERVED DOUBLE AND TRIPLE ALIEN RIGHTS CORNERS.
  - 8) ALL UNRESERVED DOUBLE AND TRIPLE ALIEN RIGHTS CORNERS.
  - 9) ALL UNRESERVED DOUBLE AND TRIPLE ALIEN RIGHTS CORNERS.
  - 10) ALL UNRESERVED DOUBLE AND TRIPLE ALIEN RIGHTS CORNERS.
  - 11) ALL UNRESERVED DOUBLE AND TRIPLE ALIEN RIGHTS CORNERS.
  - 12) ALL UNRESERVED DOUBLE AND TRIPLE ALIEN RIGHTS CORNERS.

**CURVE TABLE**

CURVE	LOT NO.	DELTA	TANGENT	ARC RADIUS	CURVE SEQUENCE	DISTANCE	ARC
1	1	120°00'00"	284.57'	1000.00'	1	284.57'	42.87'
2	2	120°00'00"	284.57'	1000.00'	2	284.57'	42.87'
3	3	120°00'00"	284.57'	1000.00'	3	284.57'	42.87'
4	4	120°00'00"	284.57'	1000.00'	4	284.57'	42.87'
5	5	120°00'00"	284.57'	1000.00'	5	284.57'	42.87'
6	6	120°00'00"	284.57'	1000.00'	6	284.57'	42.87'
7	7	120°00'00"	284.57'	1000.00'	7	284.57'	42.87'
8	8	120°00'00"	284.57'	1000.00'	8	284.57'	42.87'
9	9	120°00'00"	284.57'	1000.00'	9	284.57'	42.87'
10	10	120°00'00"	284.57'	1000.00'	10	284.57'	42.87'
11	11	120°00'00"	284.57'	1000.00'	11	284.57'	42.87'
12	12	120°00'00"	284.57'	1000.00'	12	284.57'	42.87'

- LEGEND**
- 1) EXISTING BRASS CORNER
  - 2) EXISTING IRON ALUM CANON 2" DIA. ALUM PIPE
  - 3) EXISTING 1/2" DIA. ALUM CAN
  - 4) 1/2" DIA. ALUM CAN ON 2" DIA. IRON SET
  - 5) 2" DIA. ALUM CAN ON 2" DIA. IRON SET
  - 6) 2" DIA. ALUM CAN ON 2" DIA. IRON SET
  - 7) 2" DIA. ALUM CAN ON 2" DIA. IRON SET
  - 8) 2" DIA. ALUM CAN ON 2" DIA. IRON SET
  - 9) 2" DIA. ALUM CAN ON 2" DIA. IRON SET
  - 10) 2" DIA. ALUM CAN ON 2" DIA. IRON SET
  - 11) 2" DIA. ALUM CAN ON 2" DIA. IRON SET
  - 12) 2" DIA. ALUM CAN ON 2" DIA. IRON SET

ASPEN MEADOWS SUBDIVISION  
FIRST FILING

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That the fee owner of certain real property known as Aspen Meadows Subdivision, (First Filing), described as follows:

A parcel of land located in the E $\frac{1}{2}$ NE $\frac{1}{4}$ , Section 22, and the W $\frac{1}{2}$ NW $\frac{1}{4}$ , Section 23 all in T.42 N., R.108 W., 6th P.M., Fremont County, Wyoming, more particularly described as follows:

Beginning at the Northwest corner of the W $\frac{1}{2}$ NW $\frac{1}{4}$ , said Section 23; thence N89°59'43"E along the North line of said W $\frac{1}{2}$ NW $\frac{1}{4}$ , 410.53 feet; thence S0°00'00"W, 305.22 feet; thence N61°00'00"E, 393.74 feet to a point of curvature; thence along a curve to the right to a point of reverse tangency, said curve having a radius of 150.00 feet and a chord which bears S63°15'00"E, 247.98 feet; thence S7°30'00"E, 40.00 feet to a point of curvature; thence along a curve to the left to a point of tangency, said curve having a radius of 46.50 feet and a chord which bears N87°30'00"E, 92.65 feet; thence N2°30'00"E, 40.00 feet to a point of curvature; thence along a curve to the right to a point, said curve having a radius of 185.00 feet and a chord which bears N57°13'44.5"E, 302.08 feet; thence N21°57'29"E, 15.64 feet; thence S46°28'03"E, 103.98 feet; thence S56°23'33"E, 114.38 feet to the approximate centerline of the Union Pass Road travel surface; thence S3°22'52"W along said centerline, 93.27 feet; thence N46°28'03"W, 203.02 feet to a point of curvature; thence along a curve to the left to a point of tangency, said curve having a radius of 135.00 feet and a chord which bears S68°00'58.5"W, 245.72 feet; thence S2°30'00"W, 40.00 feet to a point of curvature; thence along a curve to the right to a point of tangency, said curve having a radius of 96.50 feet and a chord which bears S87°30'00"W, 192.27 feet; thence N7°30'00"W, 40.00 feet; thence S43°20'37"W, 255.43 feet; thence S12°00'56"E, 209.92 feet; thence S8°49'50"W, 223.52 feet; thence S7°33'57"E, 230.44 feet; thence S25°59'51"E, 220.83 feet; thence S19°12'55"E, 324.29 feet; thence S54°00'00"W, 330.00 feet; thence N57°00'00"W, 817.00 feet; thence S45°00'00"W, 100.00 feet; thence N38°00'00"W, 358.57 feet; thence N37°07'24"E, 124.24 feet to a point on a curve; thence along a curve to the left to a point, said curve having a radius of 125.00 feet and a chord which bears S54°36'17.5"E, 57.36 feet; thence N0°00'00"E, 260.84 feet; thence S90°00'00"W, 75.00 feet; thence N0°00'00"E, 785.70 feet to the North line of the E $\frac{1}{2}$ NE $\frac{1}{4}$ , said Section 22; thence N89°25'00"E along said North line, 202.38 feet to the point of beginning of this description and containing 35.229 acres, more or less, reserving all minerals and mineral rights to either owner or prior grantors;

and in the Plat recorded with the Clerk of Fremont County, Wyoming, is Fred Martin.

Said owner hereinafter referred to as "Declarant", intends to sell, dispose of, and convey sites as set forth and delineated on such Plat, and desire to subject all of said land and sites comprising said property to the protective covenants, conditions, restrictions, and reservations hereinafter set forth and referred to as "Covenants".

NOW, THEREFORE, with prime consideration for the ecology and esthetics of the property, Declarant does hereby establish a

general plan for the protection, maintenance, development, and improvement of said land and such covenants are for the mutual benefit of all sites now comprising said land, and Declarant has fixed and does hereby establish these covenants upon said land for the mutual benefit of the sites comprising said property and each owner thereof, and such covenants shall run with the land and shall govern the control, ownership, use and occupancy thereof and shall inure to and transfer with each and every parcel or site therein, and shall apply to and bind the respective owners, their successors and assigns and shall be enforceable at law or in equity in accordance with the terms thereof by the owners of the lots therein, individually and collectively against the person or persons violating or attempting to violate any of the covenants herein either to prevent such violation or to recover damages for any such violation or both.

1. Land Use. All lots shall be limited to private residential purposes and no commercial or business use shall be permitted nor shall any commercial or business activity be conducted within the legal subdivision, unless permission is granted on a year-to-year basis by the Architectural Control Committee or Landowners' Association, in writing, for a limited business use. Such a use is personal in nature only and non-transferable.

2. Building and Construction. No building shall be erected, altered, placed, or permitted to remain on any residential lot or tract other than one detached single family dwelling, not to exceed one story in height above ground level together with an attached garage for no more than three vehicles, including licensed motor homes, excepting lots 2, 3, 4, 5, 6, 7, 8, 9, and 12, which may have two stories. All such buildings shall be of original, new construction only, no old or secondhand buildings or structures of any kind shall be moved or placed on any lots. No building structure shall be erected on any lot or tract nearer than fifty (50) feet to any boundary line of such lot or tract.

Fremont County Wyo. No. 1112724  
Recorded

OCT 6 1989 Book 360 Page 19  
2 9:00 o'clock A.M. Alma Nicol  
County Clerk

without written approval of the Architectural Control Committee or Landowners' Association. For the purpose of this covenant, eaves, steps, porches and carports shall be considered as a part of the building.

Basement dwelling houses only, or basements existing as unfinished construction, or roofed over to be used as a dwelling place shall not be permitted. The ground floor living area of the main structure, exclusive of porches and garages, shall be not less than 1,250 square feet. No building or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee or Landowners' Association as to quality and type of workmanship and materials, harmony of external design and location with respect to topography and finish grade elevation.

3. Temporary Structures. No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any parcel or site at any time as a residence, either temporarily or permanently, except a camper trailer may be used on a temporary basis, not to exceed one and one-half years by the owner of a site during construction of a permanent residence.

Once construction shall have begun on any such structure and fences (if desired), such construction shall be completed within one and one-half years of the date such construction began. Such time periods may be extended under unusual circumstances at the discretion and with written approval of the Architectural Control Committee or Landowners' Association. After completion of construction no camper trailer or other form of camping accommodation shall be parked upon the premises. However, subject to approval by the Architectural Control Committee or Landowner's Association a licensed motor home may be parked on a lot, but must be parked in as unobtrusive a manner as possible, compatible with the individual lot.

4. Trees. Live trees may not be removed from any lot without written consent from the Architectural Control Committee or Landowners' Association.

5. Fencing. Fencing, if desired, shall be restricted to lot lines only unless prior written approval is granted by the Architectural Control Committee or Landowners' Association for a variance. All fencing must be of buck and pole four feet in height. All gates shall be of wood natural pole construction. Additional fencing necessary to confine pets to the property of their owners may be of optional construction, but should be compatible with the particular property as well as with the overall construction and color theme of the subdivision.

6. Nuisances. Said land shall not be occupied or used for any noxious or offensive activity and nothing shall be done or permitted to be done on said lands which is a nuisance or might become a nuisance or annoyance to the owner or owners of any of the surrounding lands, including the disposal of trash and the storage of unlicensed and/or inoperable motor vehicles. Determination of what constitutes a nuisances may be made by the Architectural Control Committee or the Landowners' Association.

7. Easements. Blanket easements for the installation and maintenance of electrical, telephone, gas, cable TV, and drainage facilities are reserved and all subsequent grants of any of the said tracts shall be subject thereto.

8. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than two square feet advertising the property for sale or rent. Once a sales transaction is consummated, any such sign must be removed.

9. Water Supply. There is NO PROPOSED DOMESTIC WATER SOURCE. Each lot or tract owner shall be responsible for obtaining and installing such water supply system or for drilling appropriate water wells, as each may require. Such water supply system or well shall be located, constructed, and equipped in accordance with the requirements, standards, and recommendations of state and county authorities and shall be approved in advance

by the Architectural Control Committee or the Landowners' Association.

10. Sewage Disposal. There is NO PUBLIC SEWAGE DISPOSAL SYSTEM PROPOSED. Each lot or tract owner shall be responsible for the design, installation, and maintenance of such septic systems for sewage disposal as may be required. No individual septic system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the Architectural Control Committee or the Landowners' Association.

11. Land Not To Be Split. The lots subject hereof are not to be resubdivided into smaller tracts or lots, or conveyed or encumbered in any size less than the present full dimensions of such lot.

12. Exterior Lighting. Owners of lots shall be permitted to install exterior lights to illuminate their improvements. However, no mercury vapor lights shall be erected or maintained on the outside of any building or anywhere else on the premises. Such lights shall not be of unreasonably high power nor be installed at such height as to unreasonably illuminate other lots. They shall at all times be subject to the regulation of the Architectural Control Committee or the Landowners' Association.

13. Garbage Dumping. No part of the lots shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris or other waste except on a temporary basis, and even in that event shall be kept in a sightly and sanitary condition and in suitable containers and hauled away to a garbage dumping area at least weekly.

14. Street and Road Maintenance. All roads on the subdivision shall be private roads, commonly owned and for the common use and benefit of subdivision owners only - no public use of any roads shall be allowed; provided however, that said roads shall be available for use by Aspen Meadows owners, their agents and employees, and for access to any other additions or subdivisions created thereby. Since all roads are commonly owned, all maintenance and repair of roads shall be at the cost

and expense of the individual lot owners. Such owners shall maintain all roads in good repair at all times. Expense of maintaining "main" roads which are used as common access roads shall be borne and paid by all owners who benefit by their use, and neither Aspen Meadows Subdivision nor its owners shall be obligated or committed to provide winter maintenance upon said roads or be required to remove snow from the roads during the winter months. The Architectural Control Committee or the Landowners' Association shall have the power to provide maintenance and to assess the benefiting property owners at a reasonable rate and collect such assessments. All "main" roads within the subdivision shall be accessible to properties developed adjacent to all Aspen Meadows property so as to allow common access roads to this subdivision and to adjacent subdivided properties.

15. Fire Hazards. All reasonable preventions shall be taken against fire hazards.

16. Butane Tanks. All butane tanks, must conform to state regulations and will be located so as not to detract from the appearance of the lot. All such tanks must be accessible for servicing and shall be surrounded by natural wood screening or other appropriate structure, but not covered on the top.

17. Satellite Dish. One satellite dish may be placed on any lot; however, it must be of a dark color to blend with the landscape of the area. One additional satellite dish may be placed on a lot only after prior written approval of the Architectural Control Committee.

18. Pets. No livestock or poultry of any kind shall be raised or kept on any lot. Only domestic dogs and/or cats may be kept on any property and such animals shall be limited to a total of three (3) per lot, all of which must be kept under the owner's control at all times.

19. Architectural Control Committee. The Architectural Control Committee is composed of the owner or his designee(s) of Aspen Meadows Subdivision who may designate a representative to act for such owner or designee(s). Until the establishment of a

Landowners' Association the Architectural Control Committee shall administer and have control over all approval requirements set forth herein. Neither the owner, his designee(s) or designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At such time as a Landowners' Association is established it shall have all the authority and powers specified hereunder for such association and/or Architectural Control Committee.

20. Invalidation and Amendment. Invalidation of any of the covenants, restrictions and limitations contained in this instrument, by judgment or court order, shall in no way affect any of the other provisions hereof which shall remain in full force and effect. The rights, duties, obligations and restrictions herein created are for the benefit of all of the land in said legal subdivision and they are and shall be irrevocable and perpetual until and unless revoked, modified or amended by instruments executed and acknowledged in the form prescribed for the execution of deeds by seventy-five percent (75%) of the owners of the property in this legal subdivision.

21. Enforcement and Validity. 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 violations or to recover damages, or both. The party bringing the action or suit shall be entitled to recover, in addition to costs and disbursements allowed by law, such sums as the court may adjudge to be reasonable for the services of legal counsel. These covenants and restrictions are severable and the invalidation of one shall not invalidate any other covenant hereof and each covenant shall be independent to such extent.

22. Landowners' Association. The owner, or his designee(s), may at any time, after the sale of at least six (6) lots in this subdivision, set up a Landowners' Association in the form of a nonprofit corporation, to be known as Aspen Meadows Subdivision Landowners' Association. At such time such corporation shall have architectural control over all requirements set forth hereinabove. When twenty-five percent (25%) of the lots in the



entire subdivision are sold an election will be held for new directors of the nonprofit corporation. The owners of each lot so sold shall have the vote for each lot they own for said election.

The Landowners' Association shall administer all matters regarding architectural approval of buildings, maintenance of all common areas, including, but not limited to, roadways, snow maintenance, if desired, nature and positioning of individual lot outdoor lighting and all other appropriate matters.

Assessments may be made of each lot for the actual cost to the Landowners' Association to fulfill its responsibilities and the owners of those individual lots will pay their pro rata share of such costs within fifteen (15) days after billing. Any delinquent assessments may be collected by any means provided by law or may be placed as liens against the applicable property.

Plans of all structures that are to be built on the lots must be approved by the Landowners' Association. Said Landowners' Association shall not have the right to grant exceptions to the covenants contained herein without the consent of seventy-five percent (75%) of the owners of all the lots in the subdivision.

These covenants may be amended, modified or repealed at any time by the Landowners' Association upon the affirmative vote of seventy-five percent (75%) of the owners of all the lots in the subdivision.

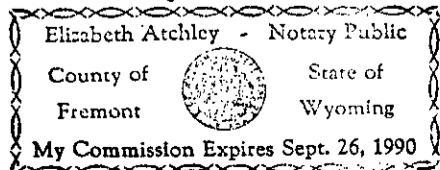
DATED this 29th day of SEPTEMBER, 1989.

Fred Martin  
Fred Martin

STATE OF WYOMING        )  
                                  ) ss.  
COUNTY OF FREMONT    )

I hereby certify that on this date, before me, an officer duly authorized to take acknowledgments, personally appeared Fred Martin, to me known to be the person described in and who executed the foregoing Covenants, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal.



Elizabeth Atchley  
Notary Public

My Commission Expires:

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
OF  
ASPEN MEADOWS SUBDIVISION  
FIRST FILING

AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS OF ASPEN MEADOWS SUBDIVISION, FIRST FILING, made the date and year hereinafter set forth.

W I T N E S S E T H:

WHEREAS, the Declaration of Protective Covenants of Aspen Meadows Subdivision, First Filing, was recorded October 6, 1989, in the Office of the Fremont County Clerk at Book 360, Page 19, Fremont County, Wyoming, No. 1112724; and

WHEREAS, Fred Martin and David C. Martin, Declarants, are the owners of seventy-five percent (75%) or more of the lots in the above-referenced subdivision and therefore pursuant to the terms of the Declaration of Protective Covenants of Aspen Meadows Subdivision, First Filing, have the right to amend said covenants; and,

WHEREAS, such ownership is as follows: Fred Martin is the owner of lots 3, 4, 5, 9, 10, 11 and 13 in said above-referenced subdivision and David C. Martin is the owner of lots 2, 6 and 7 in said above-referenced subdivision, both of which consist of ten (10) of the total thirteen (13) lots therein constituting more than seventy-five percent (75%) of the total of said lots; therefore Fred Martin and David C. Martin acting in concert have the right under such Declaration of Protective Covenants to change, amend or modify such covenants ; and,

WHEREAS, Fred Martin and David C. Martin wish to amend the Declaration of Protective Covenants of Aspen Meadows Subdivision, First Filing in the manner set forth hereinafter.

NOW, THEREFORE, the Declarants, Fred Martin and David C. Martin hereby declare that the present paragraph 14 of the Declaration of Protective Covenants of Aspen Meadows Subdivision is hereby deleted and declared null and void and in its place

Fremont County Wyo. No. 1118792  
Recorded  
AUG 1 1990 Book 398 Page 291  
4:30 o'clock PM  
Alma Nicol  
County Clerk

paragraph 14 is hereby amended, changed and inserted to read as follows:

14. Street and Road Maintenance. All roads on the subdivision shall be private roads, commonly owned and for the common use and benefit of Fred Martin and David C. Martin, their respective successors and assigns, and all present subdivision owners in the first filing of this subdivision, as well as all future subdivision owners in this first filing and in all additional filings for Aspen Meadows Subdivision and all owners in any other designated subdivisions, which property relating thereto is or will be acquired by either Fred Martin or David C. Martin, their respective successors and assigns. No public use of any such roads shall be allowed; provided however, that said roads shall be available for access and use by Fred Martin, David C. Martin, their respective successors and assigns, and for access to any other additional subdivisions or parcels of land now owned or hereafter acquired by Fred Martin and/or David C. Martin, their respective successors and assigns. Since all roads are commonly owned, all maintenance and repair of roads shall be at the cost and expense of the individual lot owners benefiting therefrom. Such owners shall maintain all roads in good repair at all times. Expense of maintaining "main" roads which are used as common access roads shall be borne and paid by all owners who benefit by their use, and neither Aspen Meadows Subdivision nor its owners shall be obligated or committed to provide winter maintenance upon said roads or be required to remove snow from the roads during the winter months. The Architectural Control Committee or the Landowners' Association shall have the power, at their option, to provide maintenance and to assess the benefiting property owners at a reasonable rate and collect such assessments. All "main" roads within the subdivision shall be accessible to properties developed adjacent to all Aspen Meadows property

and to all properties now owned or hereafter acquired by Fred Martin or David C. Martin, their respective successors and assigns, and other subdivisions or parcels now owned or hereafter acquired by Fred Martin or David C. Martin, their respective successors and assigns, so as to allow common access roads to this subdivision and to adjacent subdivided properties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Declaration of Protective Covenants of Aspen Meadow Subdivision, First Filing, this 30<sup>th</sup> day of July, 1990.

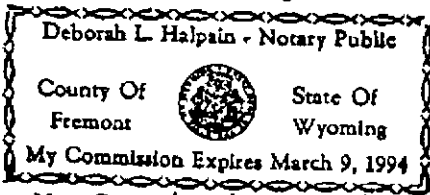
Fred Martin  
Fred Martin

David C. Martin  
David C. Martin

STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF FREMONT    )

I hereby certify that on this date, before me, an officer duly authorized to take acknowledgments, personally appeared Fred Martin and David C. Martin, to me known to be the persons described in and who executed the foregoing Amended Declaration, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal.



Deborah L. Halpain  
Notary Public

My Commission Expires: 3/9/94