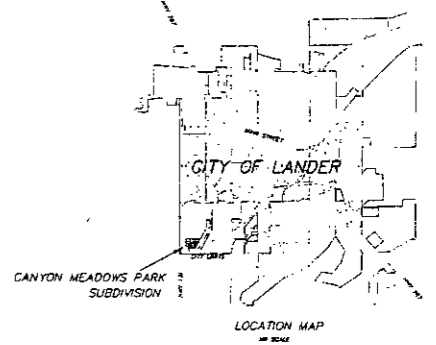
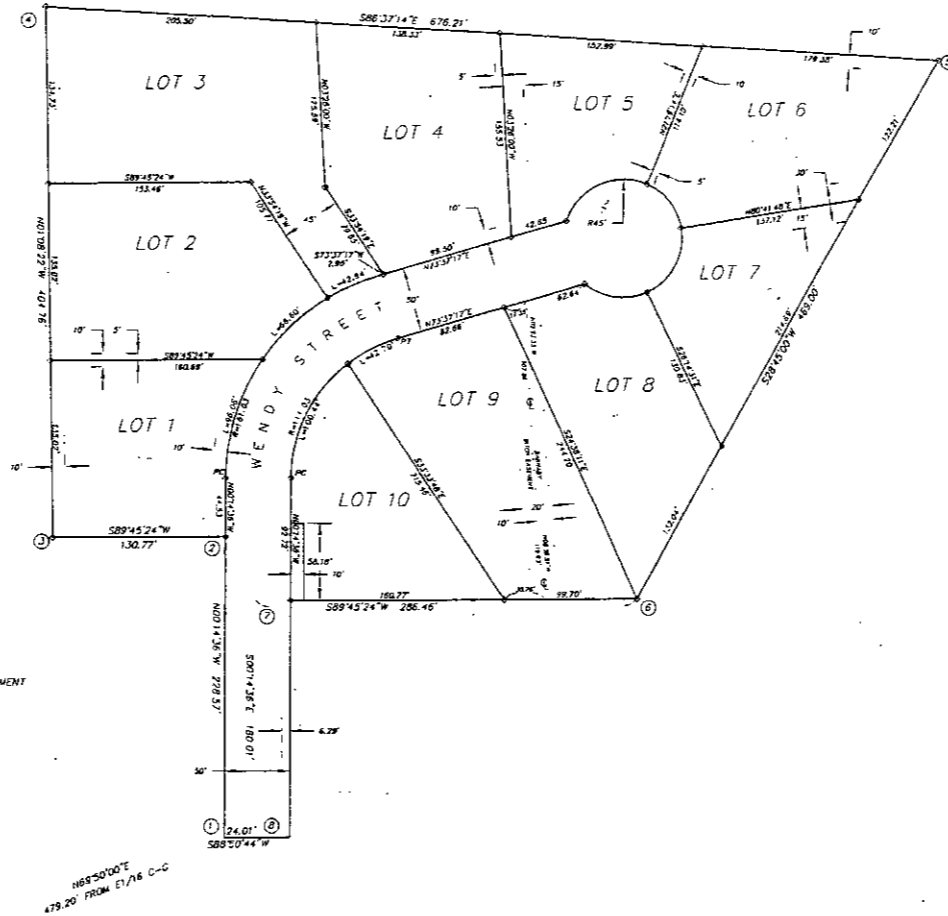




NOTE: THE GOVERNING BODY OF THE CITY OF LANDER APPROVED A 1' STREET FRONTAGE VARIANCE FOR LOT 3 DURING THEIR REGULAR MEETING OF JAN 26, 2002.

LEGEND
UTILITY EASEMENT
LOT LINE
ALUMINUM CAP MONUMENT



CERTIFICATE OF OWNERSHIP AND DEDICATION

Know all men by these presents that TENASTIC, INC., a Wyoming Corporation, having an equitable interest in all real property described as follows:
The foregoing plat designated as the CANYON MEADOWS PARK SUBDIVISION to the City of Lander, located in the SE1/4 of the NE1/4 of Section 24, Township 33 North, Range 100 West, 6th P.M., within the City of Lander, more particularly described as follows:

Beginning at corner no. 1, which point bears N89°50'00"E a distance of 479.20 feet from the Southwest corner of the SE1/4NE1/4 of said Section 24; thence proceed N00°14'36"W a distance of 228.57 feet to corner no. 2; thence S89°45'24"W a distance of 130.77 feet to corner no. 3; thence N01°08'22"W a distance of 404.76 feet to corner no. 4; thence S28°37'14"E a distance of 676.21 feet to corner no. 5; thence S28°45'00"W along the boundary of the Goodrich Subdivision a distance of 469.00 feet to corner no. 6; thence S89°45'24"W a distance of 286.43 feet to corner no. 7; thence S00°14'36"E a distance of 180.01 feet to corner no. 8; thence away from Said Goodrich Subdivision: S89°30'44"W a distance of 24.01 feet to corner no. 1, the point of beginning.

ALSO:
The west 6.29 feet of Lot 15, Block 6 of the Goodrich Addition to the City of Lander.
Containing 5.54 total acres, more or less, of which approximately 0.72 acres are in public or private streets and approximately 4.82 acres are in tracts or lots; have by these presents laid out, platted and subdivided the same into lots and blocks as shown hereon and designated the same as the CANYON MEADOWS PARK SUBDIVISION to the City of Lander, County of Fremont, State of Wyoming; and do hereby grant to the City of Lander the streets shown hereon and the public or common lanes shown hereon for their indicated use and do hereby grant for public use the utility, drainage, and irrigation easements and do further state that this subdivision shall be subject to the protective covenants filed and recorded for this subdivision in the Office of the Clerk and Recorder of Fremont County in Book _____ and Page _____

EXECUTED this _____ day of _____ AD, 2002.
TENASTIC, INC., a Wyoming Corporation
By: James W. Gibson James W. Gibson, President
Mortgages
By: Pauline Wendy Gibson Pauline Wendy Gibson, Secretary
Mortgages

NOTARY
STATE OF WYOMING
COUNTY OF FREMONT) SS:
The foregoing dedication was acknowledged before me this _____ day of _____ AD, 2002.
By _____
Witness my hand and official seal.
My commission expires _____
Notary Public

AMENDED
CANYON MEADOWS PARK SUBDIVISION
TO THE CITY OF LANDER
LOCATED IN
THE SE1/4NE1/4
SECTION 24, T33N, R100W, 6th PM

PUBLIC WORKS DIRECTOR CERTIFICATE
This plat approved by the City of Lander Director of Public Works this _____ day of _____ A.D., 2002.
Wendy Gibson
Director

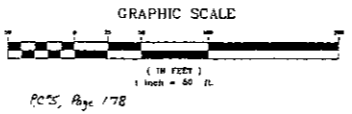
PLANNING COMMISSION CERTIFICATE
This plat approved by the City of Lander Planning Commission this _____ day of _____ A.D., 2002.
Charles J. Sourlock
Chairman

CITY COUNCIL CERTIFICATE
This plat approved by the City of Lander City Council this _____ day of _____ A.D., 2002.
Charles J. Sourlock
Mayor

CLERK OF RECORDER CERTIFICATE
This plat was filed for record in the Office of County Clerk at _____ o'clock _____ P.M., _____ 2002, and is duly recorded in Book _____ Page _____
No. _____ Plat _____
Julie A. Greese Pauline Wendy Gibson
Clerk / Deputy Clerk Secretary

SURVEYOR'S CERTIFICATION
I, Charles J. Sourlock, PE & LS Wyoming License No. 5011, do hereby certify that I am a registered land surveyor licensed under the laws of the State of Wyoming that this plat is a true, correct and complete plat of the CANYON MEADOWS PARK SUBDIVISION as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with City of Lander subdivision regulations governing the subdivision of lots.

Charles J. Sourlock
Charles J. Sourlock
6/18/02



**DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
FOR CANYON MEADOWS PARK SUB-DIVISION**

The undersigned, being the sole owner in fee simple of all lands located in Fremont County, Wyoming, more particularly described as Canyon Meadows Park Sub-Division according to the recorded plat thereof on file in Plat Cabinet No. 5 at Page 172, as Document No. 1230141 in the Office of the County Clerk and Ex-Officio Register of Deeds of Fremont County, Wyoming, which sub-division is a portion of the SE1/4NE1/4 of Section 24, Township 33 North, Range 100 West, 6th P.M., Fremont County, Wyoming, does hereby make the following declarations as to limitations, restrictions and uses to which said lands may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land in said sub-division as provided by law and shall be binding upon all parties and all persons claiming under them and for the benefit of and limitation upon all future owners thereof. The real property described as Canyon Meadows Park Sub-Division is subject to these covenants, restrictions, conditions, reservations and charges hereby declared so as to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against the improper and unauthorized use of surrounding building sites which would depreciate the value of the property; to preserve so far as is practicable the natural beauty of said property; to guard against the erection thereof of poorly designed or proportionate structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive structures thereon with appropriate location thereof on each building site; to prevent hazardous and inharmonious improvement of a building site; to secure and maintain proper set-back from streets, roads or boundary lines, and to provide adequate free space between structures; and in general to provide adequately for a high type and quality of improvement in said property and thereby to enhance the values of investments made by purchasers of such building sites located therein; and to in general maintain the use and development of the property described as Canyon Meadows Park Sub-Division in a desirable, uniform and suitable manner and structural design, all as hereinafter more specifically stated.

1. **SIZE OF LOTS:** The word "lot" and "building site" shall be used interchangeably in these protective covenants. No lot shall be sub-divided or conveyed in any manner in an acreage or size less than its original sub-divided plot size as filed in the Office of the County Clerk of Fremont County, Wyoming, considering, however, minor deviations occasioned by easements or similar factors, it being the intent of the sub-divider to avoid overcrowding. Any two lots, however, may be combined, but in no event shall said combination of lots operate to violate the limitations contained in this paragraph.

2. **LAND USE AND BUILDING TYPE:** Each lot in the Canyon Meadows Park Sub-Division shall be known as and shall be used only as a residential lot. No residential lot in the sub-division shall be used except only for the purpose of maintaining a single family private residence together with patios, decks, garages and one storage structure. No structure shall be erected, altered, placed, moved on to or permitted to remain on any lot other than a single family private residence with decks, patios, garages and one storage structure. All single family private residences shall have at least one thousand four hundred (1,400) square feet of living space, excluding garages, patios and decks. No structure shall be permitted which is higher than two (2) stories above ground level; all construction and alterations shall comply with the provisions required by the City of Lander, Wyoming, Municipal Code and official amendments thereto for building permits and such State of Wyoming building and safety codes as may be applicable to the construction and property. The exterior construction of all buildings and structures and all landscaping and grading incidental thereto shall be completed within twelve (12) months from the date of issuance of a building permit. Vacant lots shall be maintained by the owner so that no debris or any vegetation other than trees exceed twelve (12) inches in height.

3. **MOBILE HOMES, MANUFACTURED HOMES AND VEHICLES:** No building whatsoever, except a single family private residence with desired patios, decks, private garage, either attached or unattached, and one storage shed shall be placed, erected or permitted on any lot or part thereof. No mobile home, trailer house, manufactured home, modular home, pre-built home, prefabricated home or motor home shall be moved on, placed or used on any lot as a residence. Unoccupied campers, camper trailers and motor homes may be stored on the lot so long as they are owned by the lot owner. No unlicensed or inoperable motor vehicle shall be stored or parked upon any lot.

4. **RIGHT TO OCCUPANCY:** No building or structure, including, but not limited to, house basement shall be occupied as a residence until the entire building exterior, excluding patios and decks, have been completed, including painting or other desired exterior finish.

5. **BUILDING USE AND LOCATION:** The City of Lander, Wyoming, Municipal Codes and amendments thereto shall be controlling concerning the minimum yard set-back requirements for any structure or building on any lot. There shall be no duplexes or other multiple dwelling buildings erected on any lot and no house basement dwelling or any other structure shall be constructed, remodeled, changed or erected for the purpose of making it into an additional family dwelling and no dwelling or structure of any kind shall be inhabited by more than a single family. All buildings placed on a lot shall employ good architectural design and practices and be kept neat and cared for at all times. All structures commenced shall be pursued diligently to completion, subject to Paragraph 2 above. If the

construction process is delayed or interrupted, the construction site shall be cleaned up and maintained as safe as possible.

6. **FENCES:** Yard fences, walls or hedges not exceeding six (6) feet in height are permitted in the rear of the lots and may extend only from the rear of the lot to the front of the building used as a residence thereon and there shall be no front yard fences, walls or hedges. Fences, walls or hedges built or grown over any easement are subject to being temporarily dismantled or damaged when access to the easement is required. Repair and/or replacement of the fence, wall or hedge after completion of the maintenance to the easement will be the sole responsibility and liability of the owner of the lot. All fences, walls or hedges shall be properly maintained at all times and shall not be allowed to lapse into disrepair. They shall also be kept clean and free of weeds, trash and debris at all times.

7. **PARKING:** Owners of lots must provide off street parking for each vehicle they own. All such parking areas shall be covered with a hard dust-free surface. No motor homes, campers, trailers, boats or other recreational vehicles shall be kept or stored on any street longer than three (3) days. Storage of any such recreational vehicle shall be on the rear of the lot or on an approved dust-free hard surface at the side of the residence. No trucks or commercial type vehicles shall be stored or parked on any lot, except while in a closed garage. No commercial vehicles shall be parked on any residential street in the sub-division, except while engaged in transporting cargo to or from a residence in the sub-division.

8. **COMMERCIAL OR BUSINESS USES:** At no time shall any lot in the sub-division or any building or improvement located thereon be developed, sub-divided, used or occupied for any type of commercial use, business or enterprise.

9. **SIGNS:** No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or improvement thereon, except as herein expressly permitted. One (1) name and address sign shall be permitted. Further, one (1) temporary sign advertising the sale, lease or rental of the property on which it is located will be permitted.

10. **NUISANCE:** No obnoxious, offensive, hazardous, unsafe or illegal activity or practice of any kind shall be carried out on any lot or part thereof or in any building or structure or any part thereof located on any lot, nor shall any activity be carried on which is or may be an annoyance or nuisance to the occupants and owners of any other lot in the sub-division.

11. **GARBAGE AND REFUSE DISPOSAL:** No lot, occupied or unoccupied, shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No such material or matter shall not be kept on any lot, except in a sanitary container and even then shall not be unsightly to the area or to the residents of the sub-division.

12. **OIL, GAS OR OTHER MINERALS:** No exploration or removal of any oil, gas or other mineral products of any kind shall be permitted upon or in any lot or portion thereof.
13. **LIVESTOCK, POULTRY AND ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other normal household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. The owner or occupant of each lot shall be permitted up to three (3) yard pets provided that a kennel, dog run or other appropriate fencing is installed that will maintain the pet(s) within the confines of the owner's lot.
14. **EASEMENTS:** Each lot shall possess and shall be burdened by those rights-of-way and easements shown on the filed sub-division plat for utility installation and maintenance or other purposes that may be necessary for the promotion of the health and general welfare of the inhabitants of the sub-division.
15. **APPROVAL OF PLANS:** All plans for the construction of driveways and all building plans for any building, fence, wall, garage, decks, storage shed or structure to be placed or erected upon any lot and the proposed location thereof upon any lot, and any changes after approval thereof, any remodeling, reconstruction, alteration or addition to any building, structure or driveway upon any lot shall require the prior approval, in writing, of the Architectural Control Committee. Before beginning the construction of any driveway, building, fence, wall, garage, deck, storage shed or other structure whatsoever or remodeling, reconstructing or altering any such driveway, structure or building upon any lot, the person or persons desiring to erect, construct or modify the same shall submit to the Architectural Control Committee one (1) complete set of detailed plans and specifications of the driveway, building, fence, wall, garage, deck, storage shed or other structure so desired to be erected, constructed or modified. No structure of any kind, the plans, elevations and specifications of which have not received the prior written approval of the Architectural Control Committee and which does not comply fully with such approved plans and specifications shall be erected, constructed, placed or maintained upon any lot. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot in question prior to the beginning of such construction, and a copy of such plans and specifications being delivered to the Architectural Control Committee. No material or substantial changes or deviations in or from such plans or specifications as approved shall be made without the prior written consent of the Architectural Control Committee. The Architectural Control Committee shall not be responsible for any structural defects in any such plans or specifications or in any building or structure erected according to such plans and specifications.

16. **ARCHITECTURAL CONTROL COMMITTEE.** The Architectural Control Committee shall be composed of two (2) to five (5) members. The initial Architectural Control Committee shall consist of two (2) members who shall be the President and Secretary of Tenastic, Inc., a Wyoming corporation. So long as the President and Secretary of said corporation comprise the Architectural Control Committee, the committee number shall be two (2). The President and Secretary of Tenastic, Inc. may resign as members of the Architectural Control Committee at any time at their sole discretion. Upon the resignation of the President and Secretary of Tenastic, Inc. as members of the Architectural Control Committee, the number of the members of the Architectural Control Committee and the new members of the Architectural Control Committee shall be elected by a majority of the then lot owners in the sub-division.

Members of the Architectural Control Committee are hereby given specific power and authority, from time to time, to grant variances of any term or provision of these restrictive covenants upon the vote of seventy-five (75) per cent of all then members of said Architectural Control Committee.

The members of the Architectural Control Committee or any entity they represent shall not be liable for any damages whatsoever to any person as a result of their actions as the members of the Architectural Control Committee, except only for their willful misconduct or gross negligence. The owners of any lot in the sub-division regardless of how they acquired their ownership, by their ownership, specifically waive any and all claims, demands, causes of action of whatsoever kind or nature they may have or claim to have at any time against the members of the Architectural Control Committee, except only those claims, demands and causes of action where said members are found to have acted with willful misconduct or gross negligence.

If the Architectural Control Committee or any member of said committee employs an attorney to enforce any term or provision of these restrictive covenants or to defend any claim brought against them pursuant to their actions as members of the Architectural Control Committee, all costs incurred in such enforcement or defense of claim, including reasonable attorney's fees, shall be paid by the party violating or breaching these restrictive covenants or bringing the action for damages, unless the action for damages is found to result from willful misconduct or gross negligence of the Architectural Control Committee or a member thereof. The Architectural Control Committee shall have a lien upon the lot or lots owned by said person breaching or violating these restrictive covenants or bringing the action for damages to secure the payment of all such costs and attorney's fees. Provided, however, that the breach of any of the covenants, conditions, reservations, restrictions, terms or provisions of these restrictive covenants or the bringing of an action for damages shall not defeat or render invalid the prior lien of any mortgage or deed of trust made in good faith for value as to any lot or lots of the sub-division. Provided further, however, these restrictive

covenants shall be binding upon and be effective against any such mortgagee or trustee as owner thereof whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee sale or otherwise.

Further, no delay or omission on the part of the Architectural Control Committee or any member thereof or the owners of other lots in the sub-division in exercising any rights, power or remedy herein provided shall be construed as a waiver thereof or acquiescence therein and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Architectural Control Committee or any member thereof for or on account of his failure to bring any action on account of any breach of these restrictive covenants or for imposing restrictions herein which may be unenforceable by the Architectural Control Committee.

17. VOTING RIGHTS: Wherever these restrictive covenants provide for change, alteration, amendments or control by vote of the then record owners of the lots of the sub-division, said action shall be by the majority vote of the then record owners of said lots. Said record owners, for the purposes of determining a majority thereof, shall be entitled to one vote for each lot of the sub-division then owned by said owner as said lot is designated on the sub-division plat filed of record in the Office of the County Clerk, Fremont County, Wyoming. If for any reason part of one lot is or becomes owned by an adjoining lot owner, said fractional lot ownership shall not entitle the adjoining lot owner to more than the one (1) vote for his original designated lot.

18. DURATION: These restrictive covenants shall continue and remain in full force and effect at all times against the owner of any tract regardless of how he acquired his ownership for a period of twenty (20) years from and after the date these restrictive covenants are recorded, after which time said restrictive covenants shall automatically be extended for successive periods of ten (10) years each, unless within ninety (90) days before the end of one of such extension periods or the base period the owners of seventy-five (75) per cent of the lots in the sub-division shall by written instrument duly recorded declare a termination of the same. Although these restrictive covenants may expire as herein provided, any and all claims, demands and causes of action for breach of these restrictive covenants committed or suffered prior to such expiration shall be absolute.

19. PARTIAL INVALIDITY: An invalidity of any one of the restrictions herein set forth or failure to enforce any such restriction at the time of its violation shall in no event affect any of the other restrictions nor be deemed a waiver of the right to enforce the same thereafter.

20. AMENDMENTS AND MODIFICATIONS: These restrictive covenants may be amended, modified or changed at any time by a written instrument, duly recorded, executed by the owners of seventy-five (75) per cent of the lots in the sub-division.

21. ENFORCEMENT AND BENEFICIARIES: These restrictive covenants are made for the benefit of any and all persons who may now own or may hereafter own of record any lot in the sub-division. Such persons, as well as the Architectural Control Committee, are specifically given the right to enforce these restrictive covenants by any action at law or in equity to include, but not be limited to, injunction, specific performance and to recover damages resulting from any violation thereof. Such damages shall include all costs of enforcement, including reasonable attorney's fees.

IN WITNESS WHEREOF, this Declaration of Restrictive Covenants is executed effective this 19th day of April, 2002.

TENASTIC, INC., a Wyoming corporation

By: James W. Gibson
James W. Gibson, President

ATTEST:

Pauline W. Gibson
Corporate Secretary



STATE OF Wyoming)
COUNTY OF Fremont) ss

The foregoing instrument was subscribed, sworn to and acknowledged before me this 19th day of April, 2002, by JAMES W. GIBSON, President, and Pauline W. Gibson, Secretary, of Tenastic, Inc., a Wyoming corporation, on behalf of said corporation.

Witness my hand and official seal.

Barbara Maliszewski
Notary Public

My commission expires:

