

PROTECTIVE AND RESTRICTIVE COVENANTS
FOR THE HICKERSON SUBDIVISION

The undersigned, being all of the owners of all the lots and lands contained in the Hickerson Subdivision located in a portion of the SW1/4SW1/4 of Section 5 and the NW1/4NW1/4 of Section 8, Township 33 North, Range 99 West, 6th P.M. Fremont County, Wyoming and being more particularly described as follows, to-wit:

Beginning at the Southwest corner of Section 5, Township 33 North, Range 99 West, 6th P.M. for Corner No. 1, thence proceed along the West line of said Section 5 N. 0° 22'30" W. a distance of 640.90 feet to Corner No. 2; thence proceed parallel to the South line of said W1/2SW1/4SW1/4 of Section 5 N. 88° 57' E. a distance of 661.55 feet to Corner No. 3; thence proceed S. 0° 26.6' E. a distance of 640.9 feet to the Southeast corner of said W1/2SW1/4SW1/4 of Section 5 for Corner No. 4; thence proceed S. 1° 01' E. a distance of 1329.9 feet, more or less, to the Southeast corner of said W1/2NW1/4NW1/4 of Section 8 for Corner No. 5; thence proceed S. 88° 41.8' W. a distance of 663.3 feet, more or less, to the Southwest corner of said W1/2NW1/4NW1/4 of Section 8 for Corner No. 6; thence proceed N. 0° 58'30" W. along the West line of said Section 8 a distance of 1332.8 feet, more or less, to Corner No. 1, the point of beginning and containing 30.0 acres, more or less.

WHEREAS, a plat of the Hickerson Subdivision located in Sections 5 and 8, Township 33 North, Range 99 West, 6th P.M., Fremont County, Wyoming, was filed with the County Clerk and Ex-Officio Register of Deeds in and for Fremont County, Wyoming on January 30, 1985, which said plat is recorded in M.F. Drawer 2, Page Number 122, and

WHEREAS, a replat of Lots 1, 2, 3 and 4 of the Hickerson Subdivision located in Section 5, Township 33 North, Range 99 West, 6th P.M., Fremont County, Wyoming was filed with the County Clerk and Ex-Officio Register of Deeds in and for Fremont County, Wyoming, on the 13th day of October, 1992, which said replat is recorded in ~~M.F.~~ Drawer 5, Page Number 8, and PC

WHEREAS, the undersigned are the owners of all of the lots and land contained in said Hickerson Subdivision and described above and desire to place restrictions upon said lots and lands for the use and benefit of themselves as present owners and for the future owners thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned declarants have established a general plan for the improvement and development of such premises, and do hereby establish the covenants, conditions, reservations and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold or conveyed by the owner thereof. Each and every one of these covenants, conditions, reservations and restrictions is and all are for the benefit of each owner of land in said subdivision, or any interest therein, and shall inure to and pass with each and every parcel of such subdivision and shall bind the respective successors in interest to the present owner thereof. These covenants, conditions, reservations and restrictions are and each thereof is imposed upon such lands, all of which are to be construed as restrictive covenants running with title to such lots and with each and every parcel thereof.

Fremont County Wyo. No. 1138408
 Recorded

¹ OCT 13 1992 Book 520 Page 71

2:40 o'clock pm Alma Nicol
 County Clerk

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ARTICLE I

DEFINITIONS

Section 1. "ASSOCIATION" shall mean and refer to Hickerson Homeowner's Association, Inc., a Wyoming Domestic Nonprofit Corporation.

Section 2. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or tract of land of the Hickerson Subdivision, which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "PROPERTIES" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "LOT" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties or replat.

Section 5. "DECLARANTS" shall mean and refer to Wyoming Wood Products, Inc., a Wyoming Corporation, Carl R. Hickerson, Shirley E. Hickerson, Patrick C. Hickerson, Patricia L. Hickerson, Mark A. Hickerson and Ardith Hickerson, their successors and assigns.

Section 6. "ROADS" shall mean and refer to Sawmill Street, Hickerson Street and Sugar Pine Street of the Hickerson Subdivision and the Hickerson Subdivision First Replat.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Member Every owner of a lot or a partial of land in the Hickerson Subdivision which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership from any lot or land which is subject to assessment.

Section 2. Voting Each member shall be entitled to one vote for each full acre of land owned. Ownership of a partial acre of land shall not be entitled to a vote. When more than one person holds an interest in an acre of land, all such persons shall be members. However, the vote for such full acre of land shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to a full acre of land.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each lot owned within the Properties, hereby covenant, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capitol improvements, such assessments to

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be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to operate, maintain and repair the roads within the Hickerson Subdivision and the easement to said subdivision. Said easement being dated May 29, 1981 and filed with the Fremont County Clerk and Ex-Officio Register of Deeds in and for Fremont County, Wyoming, on June 3, 1981 in Book 160 of Microfilm at Page 586.

Section 3. Maximum-Assessment. Since each lot is a different size, any assessment, annually or special, shall be based upon a full acre of land or a portion thereof. The Maximum annual assessment shall be at \$100.00 per acre or proration of \$100.00 for less than one acre.

(a) The maximum annual assessment may be increased each year by not more than three percent (3%) above the maximum assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment may be increased above (3%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capitol Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any capital improvement on the roads, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any action authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of commencement of Annual Assessments. Due dates - the annual assessments provided for herein shall commence as to all lots or partials of land on July 1st of each year.

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Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each acre or proration of an acre of land and may be collected on a monthly basis. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the association shall fix the amount of the annual assessment against each acre or proration of an acre of land at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments of a specified acre or proration of an acre have been paid.

Section 8. Effect of Nonpayment of Assessment. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the roads or by abandonment of his lot or partial of land.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to Mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 1. Committee No buildings, outbuilding or structure shall be erected, placed, or altered on any lot until the construction plans, specifications and a plan showing the location of the structures, proposed roadways, driveways, and of the septic system, well and other utility locations, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of design within existing structures, color scheme, and as to location with respect to topography, soil conditions in the area of proposed building sites and finish grad elevations. The initial Architectural Control Committee is composed of Carl R. Hickerson, Patrick C. Hickerson and Mark A. Hickerson. The committee may designate a representative to act for it. An individual must be an owner of a lot or partial of land within the Hickerson Subdivision to be on the Architectural Control Committee. In the event of the death or resignation of a member of the committee or if a member is no longer an owner of a lot or partial land within the Hickerson Subdivision, the members of the Association shall have full power to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to these covenants. At any time, the members of the Association by majority vote shall have the power through a duly recorded written instrument to change the membership of the committee.

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Section 2. Lots Designation Lots 1, 2, 3, 4a, 4b, and 4c shall be used for residential purposes only. Lots 5, 6, 7 and 8 of the Hickerson Subdivision may be used for commercial purposes or residential purposes.

Section 3. Building and Construction. No building whatever, except a private dwelling house, with more than 1000 square feet of living area, exclusive of open porches, garages or carports and no less than 800 square feet per floor for a two story dwelling, with necessary outbuildings including a private garage or garages shall be erected, placed, or permitted on any residential lot or part thereof (Lots 1, 2, 3, 4a, 4b and 4c) and such dwelling house shall be used as a private single family dwelling residence only. All residential dwellings shall have attached or unattached garages with at least one automobile stall. No mobile homes or any variety or other form of trailer or van shall be used as a private residence regardless of whether placed on a permanent foundation or not. No building shall exceed two stories in height and all exterior designs must be attractive in appearance and be painted, finished or completed before being occupied. No previously constructed building of any kind may be moved onto the tracts within the subdivision without approval of the Architectural Control Committee. No residence or structure of any kind shall be finished in sheet metal, corrugated metal, plastic, tar paper or the like. The buildings shall be covered over all outside walls with stucco, brick, stone, metal siding, wood siding or log, as may be approved by the Architectural Control Committee.

Lots 5, 6, 7 and 8 of the Hickerson Subdivision can be used as commercial lots or as residential lots. No structure or structures shall be erected, altered, placed or permitted to remain on any such lots other than those approved by the Architectural Control Committee. The size, location and type of building shall be by approval of the Architectural Control Committee.

Section 4. Use. No unlicensed or inoperable motor vehicle shall be stored or parked within or on any residential lot. No trailer house shall be stored or parked within the legal properties at any time, provided, however, unoccupied campers and camp trailers may be stored upon the premises by the beneficial owners of the lot.

Section 5. Livestock and Poultry. No animals, livestock, poultry or pets of any kind shall be raised, bred, or kept on any lot except as follows:

- a. Each homesite shall be permitted to keep a reasonable number of pets of the customary household variety upon such terms, conditions and in such quantity as established by the Architectural Control Committee or the homeowners association. This provision shall not be deemed to permit the keeping of domestic fowl.
- b. Each homesite shall be permitted to keep a reasonable number of horses upon such terms, conditions and in such quantity as established by the Architectural Control Committee or the homeowners association and to erect the appropriate shelter for them on the property consistent with the guidelines set forth herein and as approved by the Architectural Control Committee. All corral and feed area shall be maintained so they are not objectionable or a nuisance to the neighbors.

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- c. Each lot shall be permitted to keep a reasonable number of cattle or sheep upon such terms, conditions and in such quantity as established by the Architectural Control Committee or the homeowners association and to erect the appropriate shelter for them consistent with the building restrictions contained herein and as approved by the Architectural Control Committee. All corral and feed areas for such cattle or sheep shall be maintained so they are not objectionable or a nuisance to the neighbors.
- d. A reasonable number of game birds may be raised for release upon such terms, conditions and in such quantity as established by the Architectural Control Committee or the homeowners association.

Section 6. Sewage Disposal. All septic tanks, septic fields and sewage disposal systems shall have to be provided by the lot owners, in conformity with the regulations promulgated by the Department of Environmental Quality and Fremont County, Wyoming.

Section 7. Water. Each lot within the Hickerson Subdivision shall be responsible for providing their own water. The association shall not be responsible for providing water for any lot or partial of land.

Section 8. Utility and Service Line. All public utility and service lines, including pipe lines, shall be buried.

Section 9. Building Location. In no event shall a building be located nearer than 20 feet from property line and not less than 30 feet of any major road.

Section 10. Old or Second-Hand Buildings. No old or second-hand buildings shall be moved on any lot in the properties.

Section 11. Fences, Private Driveways, Walls, etc. All plans for the construction of private roads, driveways, fences, corrals, walls or structures to be erected upon any lot and the proposal location there shall be approved by the Architectural Control Committee.

Section 12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal for such material shall be kept in a clean and sanitary condition.

Section 13. Signs. The Architectural Control Committee shall approve all signs located on any lot or structure prior to the placement of the sign.

ARTICLE V

GENERAL PROVISIONS

Section 1. Roads. All roads in the Hickerson Subdivision and the easement to the Subdivision shall be repaired and maintained by the association, including snow removal.

Section 2. Enforcement. The association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and changes now or hereafter imposed by the provisions of

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this Declaration against any person violating or attempting to violate any covenant restriction, condition, reservation, or lien herein. Enforcement shall be by proceedings at law or in equity either to restraint the violation or to recover damages. Failure by the association or by any owner to enforce any covenant or condition herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or conditions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Duration. The covenants and conditions of this Declaration shall run with and bind the land, for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 5. Amendment. These Protective and Restrictive Covenants may be amended during the first ten (10) years period by an instrument signed by not less than seventy-five percent (75%) of the voting members of the association, and thereafter by an instrument signed by not less than sixty-five percent (65%) of the voting members of the association. Any Amendment must be recorded.

ARTICLE VI

BENEFIT

These restrictions and covenants are made for the benefit of any and all persons who may own or who may hereafter own any property in the subdivision. Such persons are specifically given the right to enforce these restrictions and covenants by injunction or other lawful procedure and to recover damages resulting from any violation thereof. Such damages shall include all costs of enforcement, including reasonable attorney fees.

EXECUTED at Lander, Wyoming, this 9 day of October, 1992.

WYOMING WOOD PRODUCTS, INC.,
a Wyoming corporation,

BY: Patrick C. Hickerson
President

Attest:

Patricia L. Hickerson
Secretary

Carl R. Hickerson
CARL R. HICKERSON

Shirley E. Hickerson
SHIRLEY E. HICKERSON

Patrick C. Hickerson
PATRICK C. HICKERSON

Patricia L. Hickerson
PATRICIA L. HICKERSON

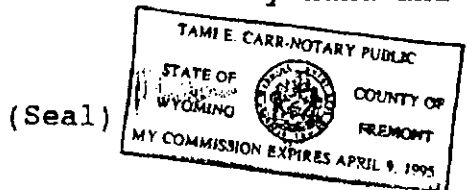
Mark A. Hickerson
MARK A. HICKERSON

Ardrith Hickerson
ARDRITH HICKERSON

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this 9th day of October, 1992 by PATRICK C. HICKERSON, President of WYOMING WOOD PRODUCTS, INC., a Wyoming corporation on behalf of said corporation.

Witness my hand and official seal.



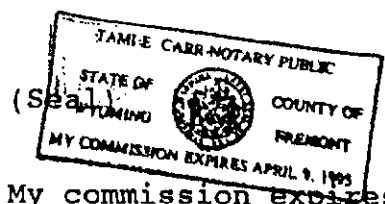
Tami E Carr
Notary Public

My commission expires: 4-9-95

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this 9th day of October, 1992, by CARL R. HICKERSON, SHIRLEY E. HICKERSON, PATRICK C. HICKERSON, PATRICIA L. HICKERSON, MARK A. HICKERSON and ARDITH HICKERSON.

Witness my hand and official seal.



Tami E Carr
Notary Public

My commission expires: 4-9-95