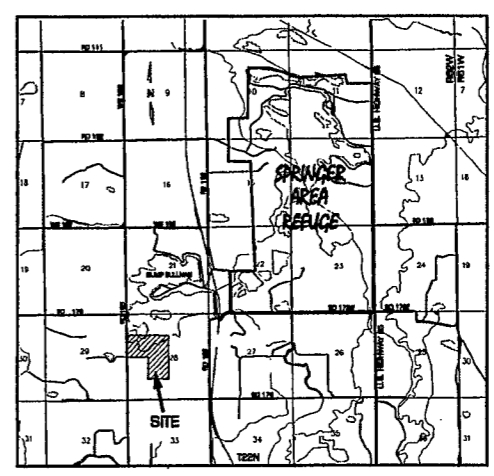
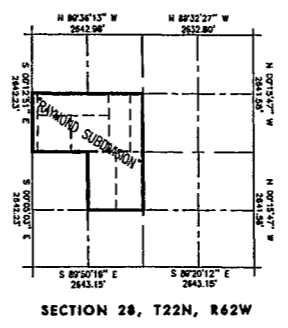


LEGEND

- ◇ 6" DIA. x 3' LONG CONCRETE MONUMENT WITH CAP MARKED PLS 3891 SET AT SUBDIVISION CORNER
- ◇_{WC} 6" DIA. x 3' LONG CONCRETE MONUMENT WITH CAP MARKED PLS 3891 SET AS WITNESS CORNER AT DISTANCE SHOWN IN PARENTHESIS
- 5/8"x2" REBAR WITH ALUMINUM CAP MARKED PLS 3891 SET AT LOT CORNER
- _{WC} 5/8"x2" REBAR WITH ALUMINUM CAP MARKED PLS 3891 SET AS WITNESS CORNER AT DISTANCE SHOWN IN PARENTHESIS

NOTE: "WITNESS CORNERS" AS SHOWN HEREON SET TO WITNESS LOT CORNERS FALLING IN BUMP SULLIVAN RESERVOIR.



VICINITY MAP

SURVEYOR'S CERTIFICATE

I, ROBERT W. TAYLOR, OF BENCHMARK OF TORRINGTON, P.C., TORRINGTON, WYOMING, DO HEREBY CERTIFY THAT THIS PLAT OF "RAYMOND SUBDIVISION", GOSHEN COUNTY, WYOMING, WAS MADE FROM NOTES TAKEN DURING AN ACTUAL FIELD SURVEY MADE BY ME, OR UNDER MY DIRECT SUPERVISION, IN DECEMBER OF 1998, AND THAT IT CORRECTLY REPRESENTS THE LOTS (TO BE MONUMENTED AS INDICATED IN THE LEGEND, WITHIN 60 DAYS OF THE APPROVAL OF THIS FINAL PLAT), AND THAT THE LANDS EMBRACED IN THIS SUBDIVISION ARE THE S1/2 NW1/4 & THE NE1/4 SW1/4 OF SECTION 28, TOWNSHIP 22 NORTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, GOSHEN COUNTY, WYOMING.

ROBERT W. TAYLOR
 Surveyor
 WYOMING
 Date: 1/3/99

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT JAMES K. RAYMOND, THE UNDERSIGNED, IS THE OWNER IN FEE SIMPLE OF THE S1/2 NW1/4 & THE NE1/4 SW1/4 OF SECTION 28, T22N, R62W, GOSHEN COUNTY, WYOMING, AND DOES HEREBY DECLARE THE SUBDIVISION OF SAID LAND AS IT APPEARS ON THIS PLAT, TO BE HIS FREE ACT AND DEED AND IN ACCORDANCE WITH HIS DESIRES.

ACKNOWLEDGEMENT

James K. Raymond
 JAMES K. RAYMOND
 STATE OF WYOMING
 COUNTY OF GOSHEN
 ACKNOWLEDGED BEFORE ME BY JAMES K. RAYMOND, THIS 3rd DAY OF January, 1999.

JOHN I. BAUER - Notary Public
 Notary Public
 My Commission Expires: 9-28-2000

APPROVALS

COUNTY ENGINEER:
 THIS PLAT OF "RAYMOND SUBDIVISION", GOSHEN COUNTY, WYOMING AS DEPICTED HEREON IS HEREBY APPROVED BY THE GOSHEN COUNTY ENGINEER.
 GOSHEN COUNTY ENGINEER 1/6/99 DATE

PLANNING DIRECTOR:
 ALL REQUIRED DOCUMENTS, PERMIT FEES AND NOTICES HAVE BEEN DULY RECEIVED AND DISTRIBUTED BY THE OFFICE OF THE PLANNING DIRECTOR FOR GOSHEN COUNTY, WYOMING.
 Planning Director 6 Jan 99 DATE

GOSHEN COUNTY PLANNING COMMISSION:
 THIS PLAT OF "RAYMOND SUBDIVISION", GOSHEN COUNTY, WYOMING, HAS BEEN SUBMITTED AND APPROVED BY THE PLANNING COMMISSION OF GOSHEN COUNTY IN ITS AUTHORIZED ADVISORY CAPACITY TO THE GOVERNING BODY AT THE REGULARLY SCHEDULED MEETING ON THE 10th DAY OF December, 1998.
 ATTEST: Secretary 1-6-99 DATE
 CHAIRMAN OF THE BOARD

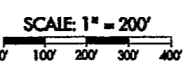
COUNTY COMMISSIONERS:
 THIS PLAT OF "RAYMOND SUBDIVISION", GOSHEN COUNTY, WYOMING, IS HEREBY APPROVED THIS 6th DAY OF January, 1999.
 ATTEST: County Clerk 1-6-99 DATE
 CHAIRMAN OF THE BOARD

NOTES:

- *ONLY NORMAL RURAL FIRE PROTECTION AND AMBULANCE SERVICE CAN BE EXPECTED
- *ALL LOTS IN THE SUBDIVISION SHALL BE SUBJECT TO ASSESSMENTS AND POLICES OF THE AFFECTED IRRIGATION DISTRICTS
- *HIGH WINDS MAY CAUSE BLOWING OF FARM RESIDUE ONTO THE SUBDIVISION
- *NO CURRENT ZONING
- *THE ACCESS & PARKING AREAS WILL BE PROVIDED FOR THE LOT OWNERS OF THE SUBDIVISION, THEY WILL NOT BE DEDICATED TO NOR OPEN TO THE PUBLIC, NOR WILL THEY BE MAINTAINED BY THE COUNTY
- *THE EXISTING COUNTY ROAD (RD 125) IS THE ONLY LAND THAT IS RESERVED FOR PUBLIC USE IN THIS SUBDIVISION

RESTRICTIONS:

- *NO PERMANENT RESIDENCES SHALL BE ALLOWED ON ANY LOT IN RAYMOND SUBDIVISION.
- *NO DOMESTIC WATER WELLS AND NO SEWAGE DISPOSAL SYSTEMS SHALL BE ALLOWED ON ANY LOT IN RAYMOND SUBDIVISION.
- *NO COMMERCIAL OR INDUSTRIAL BUSINESS SHALL BE ALLOWED ON ANY LOT IN RAYMOND SUBDIVISION.
- *NO ABOVE-GROUND ELECTRICAL UTILITIES SHALL BE ALLOWED ON ANY LOT IN RAYMOND SUBDIVISION.



ALL BEARINGS ON THIS PLAT ARE BASED ON THE NORTH BOUNDARY OF THE NW1/4 OF SECTION 28, T22N, R62W BEING ASSUMED TO BE S 89°36'13" E AS SHOWN ON THE PLAT OF THE BOUNDARY SURVEY CONDUCTED BY LS 2500 FOR THE WYOMING GAME & FISH DEPARTMENT PREPARED OCTOBER 1989, AND BEING MADE RELATIVE THERETO BY PLANE SURVEYING METHODS.



"RAYMOND SUBDIVISION"
A RECREATIONAL SUBDIVISION
 LOCATED IN THE S1/2 NW1/4
 & THE NE1/4 SW1/4 OF
 SECTION 28, T22N, R62W
 GOSHEN COUNTY, WYOMING

815474
 STATE OF WYOMING
 COUNTY OF GOSHEN
 RECORDED 1-23-99
 AS 11:01 OCTOBER 6 1999
 BOOK 27 PAGE 87
 CORNER 1, ADJUT. CD
 GOSHEN COUNTY CLERK

DRAWN BY: A J YOUNG	SCALE: 1" = 200'	FILE: BMDMARDWG
CHECKED BY: RWT	PROJECT NO.: S4700998	
DATE: JANUARY 5, 1999		SHEET: 1 OF 1

287

10/12/19

821463

STATE OF WYOMING }
COUNTY OF GOSHEN } 89

RECORDED 10-19 19 89

AT 1:53 O'CLOCK P.M.

BOOK 614 PAGE 59

CONNIE L. ADDY
GOSHEN COUNTY CLERK

Recorded
Approved
Subscribed
Witnessed
GOSHEN COUNTY

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF**

RAYMOND SUBDIVISION

**A Recreational Subdivision
Goshen County, Wyoming**

THIS DECLARATION, made on the date hereinafter set forth by JAMES K.

RAYMOND, hereinafter referred to as "Declarant", **WITNESSETH:**

WHEREAS, Declarant is the owner of certain real property in Goshen County, State of Wyoming, which is more particularly described as: RAYMOND SUBDIVISION located in

Township 22 North, Range 62 West of the 6th P.M., Goshen County, Wyoming:

Section 28: S $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$

WHEREAS, Declarant has subdivided the above-described real property into separate parcels for use by Declarant and his successors and assigns, for its present agricultural and recreational uses; thereby prohibiting the future use of the property for permanent residential, commercial or industrial uses.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

"**Association**" shall mean and refer to the RAYMOND SUBDIVISION ASSOCIATION, a Wyoming Unincorporated Nonprofit Association, its successors and assigns.

"**Common Area**" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Members. The Common Area to be owned by the Association are described as follows:

Those areas, as shown on the final plat of Raymond Subdivision as filed in the Goshen County Records, designated as "Access Area" or "Access And Parking Area" or County Road 125 right-of-way within the Subdivision.

"**Declarant**" shall mean and refer to JAMES K. RAYMOND, his successors and assigns.

"**Member**" or "**Owner**" shall mean refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot 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.

"**Properties**" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

"**Lot**" shall mean and refer to any parcel of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

ARTICLE II PROPERTY RIGHTS

Section 1. Member's Rights to Common Area. Every Member shall have a right and easement of access and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provision:

(a) the right of the Association to suspend the voting rights and right to use of the Common Area by a Member for any period during which any assessment against such Member's Lot remains unpaid; and

(b) the right of the Association to grant easements on under or over any part of the Common Area to any utility for such purposes and subject to such conditions as may be agreed to by all the Members. No such grant shall be effective unless an instrument agreeing to such grant, signed by all of the Members, has been recorded.

Section 2. Delegation of Use. Any Member may delegate, in accordance with the Bylaws, their right of enjoyment to the Common Area to their family members, her tenants, or contract purchasers of the Lot.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Each Member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lott owned within the Properties, hereby covenants, and each Member 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 for maintenance of the Common Area,

and (2) special assessments for capital improvements within the Common Area, such assessments to 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 their successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to the improvement and maintenance of the Common Area and any improvements thereon. In the event that the need for maintenance or repair of the Common Area or the improvements thereon is caused through the willful or negligent acts of a Member, or through the willful or negligent acts of the family members, guests or invitees of a Member, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Member's Lot is subject.

Section 4. Maximum Annual Assessment. Until January 1, 2000, the maximum annual assessment shall be \$10.00 per Lot.

(a) From and after January 1, 2000, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without the vote of the Membership.

(b) From and after the date hereof, the maximum annual assessment may be increased above 5% by a vote of all of the Members who are voting, in person or by proxy, at a meeting duly called for this purpose.

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

Section 5. Special Assessments for Capital 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 cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, **provided that** any such assessment shall have the assent of all of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3, 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3, 4 and 5 shall be sent to all Members not less than 10 days nor more than 40 days in advance of the meeting. At the such meeting the presence of Members or of proxies entitled to cast not less than five (5) votes of Members shall constitute a quorum.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each Lot; each Lot to be responsible for one-seventh (1/7) thereof. Assessments may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the recording of this *Declaration*. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Except in the year this *Declaration* is recorded, the Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Member 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 on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: 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 15% per annum. The Association may bring an action at law against the Member personally obligated to pay the same, or foreclose the lien against the property. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

Section 10. 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 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 V PROHIBITED USES AND IMPROVEMENTS

Section 1. No permanent residential structures shall be allowed on any Lot or in the Common Area in Raymond Subdivision.

Section 2. No domestic water wells and no sewage disposal systems shall be allowed on any Lot in Raymond Subdivision.

Section 3. No commercial or industrial business shall be allowed on any Lot in Raymond Subdivision.

Section 4. No above-ground electrical utilities shall be allowed on any Lot in Raymond Subdivision.

Section 5. In order to facilitate agricultural use of the tracts no permanent fences shall be erected on any Lot; except as may be authorized by the Board of Directors of the Association.

Section 6. All Members, and such Member's family members, guests or invitees, shall have reasonable, non-vehicular access to and across all Lots and Common Area for purposes of retrieving game animals, game birds and waterfowl lawfully taken within Raymond Subdivision.

**ARTICLE VI
EASEMENTS AND ENCROACHMENTS**

Section 1. Easements for Drainage and Utilities. Each Lot shall be subject to such easements for drainage or utility facilities for the benefit of all other Lots as required for such drainage or utility facility and such easements are hereby reserved. Each Lot benefiting from a drainage or utility facility passing through, over or under another Lot shall have an easement through, over or under such Lot so burdened for installation, maintenance, removal and repair of said facility together with a right of reasonable access thereto for such purposes. Within these easement areas, no action may be taken which may damage or interfere with installation and maintenance of utilities or which may damage or interfere with, or change the direction of flow of, drainage facilities in the easements. Provided, however, the holders of the easements above described shall see that all reasonable care and caution is exercised when performing any work within utility or drainage facility easements passing under another Lot and shall restore said easement area, as nearly as reasonably possible, to the same condition said area was in prior to commencement of said work.

Section 2. Maintenance of Easements. Easements underlying one Lot and benefiting another shall be maintained by the Owner of the Lot so benefitted, this duty to encompass only that area beneath the Lot so burdened. The foregoing duties of maintenance shall not apply to improvements for maintenance of which a utility company is responsible.

**ARTICLE VII
OWNERS' CONTINGENT RIGHTS OF FIRST REFUSAL**

Section 1. Grant of Rights. Every Member is hereby granted a right of first refusal upon the sale of another Lot, on the terms and conditions set forth below: The right of any Member to sell his or her Lot shall be subject to the rights granted in this Article.

Section 2. Procedures. If any Member shall receive a *bona fide* offer to purchase their Lot and shall desire to sell their Lot on the terms and conditions of such *bona fide* offer; such Member shall first offer the sale thereof to the other Members upon the same terms and conditions of such *bona fide* offer. Such offer shall be communicated by the Member offering to sell their Lot to the other Members and to the Association by written notice delivered by personal delivery or by registered or certified mail. In the event that such offer shall not be accepted by notice in writing delivered to the offering Member and the Association by personal delivery or by registered or certified mail no later than thirty (30) days after the date of the delivery or mailing of the offer, the Member offering to sell their Lot shall be free to sell such Lot to any other qualified person, without restriction, except that the subsequent transfer of such Lot shall not be for a price or on terms more favorable to the transferee than the price and terms upon which the transfer was initially offered to the other Members. If within one hundred twenty (120) days after the expiration of the thirty-day period of any offer made hereunder, the Member offering to sell their Lot shall fail to consummate a sale or transfer thereof to any other purchaser, then no sale of such Lot may be made thereafter by such Member without again offering the

same to the other Members in accordance with the provisions of this Article. Any real estate listing agreement entered into by any Member to list any Lot for sale shall contain an appropriate reference to the provisions of this Article.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Use Restrictions. The use of the property of the Lots in Raymond Subdivision shall be in accordance with the following provisions:

(a) No Lot may be divided or subdivided into a smaller Lot or any portion thereof sold or otherwise transferred without first amending this *Declaration* to show the changes in the Lot to be effected thereby.

(b) The Common Area shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the use of the Members.

(c) No use or practice shall be permitted on the properties or common areas which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of any Lot by its Owners. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. No improper, offensive, or unlawful use shall be made of the property or any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the property shall be the same as the responsibility for the maintenance and repair of the property concerned.

(d) Reasonable regulations concerning the use of the Common Area may be made and amended from time to time by the Association in the manner provided by this *Declaration* and the *Bylaws*. Copies of such regulations and amendments thereto shall be furnished by the Association to all Members upon request.


Section 2. Enforcement. The Association, or any Member, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this *Declaration*, and to recover any damages suffered by them from any violation thereof. Failure by the Association or by any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

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

Section 4. Term, Binding Effect and Amendment. The covenants and restrictions of this *Declaration* shall run with and bind the land, for a term of twenty (20) years from the date this *Declaration* is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This *Declaration* may be amended by an instrument signed by not less than all of the Members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this 18th day of October, 1999.

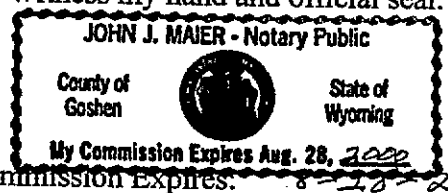
DECLARANT:


JAMES K. RAYMOND

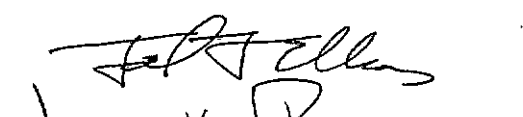
STATE OF WYOMING)
 :SS
COUNTY OF GOSHEN)

The foregoing instrument was acknowledged before me by James K. Raymond this 18th day of October, 1999.

Witness my hand and official seal.



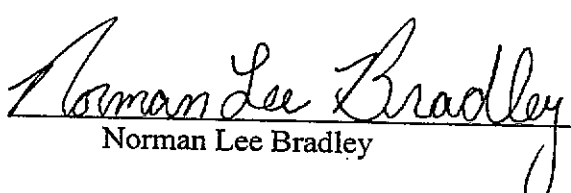
My Commission Expires: 8-28-2000


Notary Public

ACCEPTANCE AND APPROVAL

The undersigned, as contract purchaser of Lot 4, Raymond Subdivision, hereby accepts and approves the foregoing *Declaration* according to its terms.

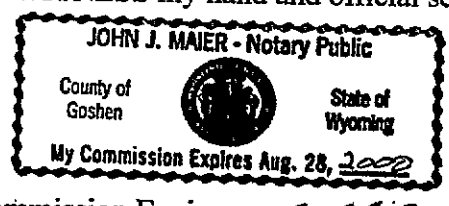
DATED this 18th day of October, 1999.


Norman Lee Bradley

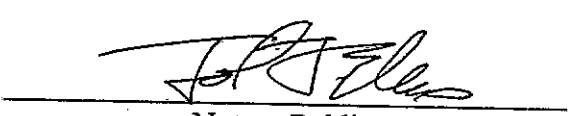
STATE OF WYOMING)
 :SS
COUNTY OF GOSHEN)

The foregoing *Acceptance and Approval* was acknowledged before me by Norman Lee Bradley this 18th day of October, 1999.

WITNESS my hand and official seal.



My Commission Expires: 8-28-2000


Notary Public