

STATE OF WYOMING)
)ss
COUNTY OF JOHNSON)

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024805

The instrument was filed for record on 3-23-04
at 2:00 P.M. and was duly recorded in book 86A-57 page
443-449. Fee \$ 26.00

By Janelan Registrar or Deed
Deputy

INDEXED

TO THE PUBLIC
DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
BARSTAD SUBDIVISION, JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set forth by Woodrow Barstad and Christine Barstad, hereinafter referred to as "**Declarants**";

WITNESSETH

WHEREAS, Declarants are the Owners of certain property in Johnson County, State of Wyoming, which is more particularly described upon the plat map as the same that is filed for record with the County Clerk and Recorder of Deeds for Johnson County, Wyoming, in connection with the Subdivision designated as **BARSTAD SUBDIVISION** situate in Johnson County, Wyoming, as the same as described on Exhibit "A" attached hereto and incorporated herein by reference, and;

WHEREAS, Declarants desire to place certain Protective and Restrictive Covenants on the Lots which comprises the Barstad Subdivision for the betterment of the health, safety, and welfare of the owner and occupant of said Lots.

NOW THEREFORE, Declarants hereby declare that all of the property 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 the Lots comprising the Barstad Subdivision and hereby specifying that these declarations shall constitute covenants not merely personal, but covenants the benefits and burdens of which run with all of the land and binding upon all parties having any right, title, or interest in the land or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of the Owner of the Lots in the Barstad Subdivision.

I

Designation of Lots

The Lots in the Barstad Subdivision are hereby designated as Residential and/or Business (Commercial). All requirements and/or regulations contained within the City of Buffalo, Wyoming, adopted Zoning Ordinance for "B-2 Business District" shall apply to said Lots in the Barstad Subdivision unless further restricted within these Protective and Restrictive Covenants.

The Lots shall not be further subdivided or split in any manner without the approval of the Johnson County Board of County Commissioners for Johnson County, Wyoming.

II

Setback Requirements

No building and/or structure shall be located within fifteen (15) feet from any lot line.

III

Building Construction & Height Restrictions

All construction on the Lots within the Subdivision shall be new, and no building or buildings may be moved from other locations onto the Lots. No building may exceed two (2) stories in height.

No building shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family dwelling not to exceed two (2) stories in height, and a private garage for not more than three (3) cars, and one additional structure for storage or for housing animals within the limits of the covenants.

No single unit mobile home may be placed upon the Lots. A pre-manufactured home may be placed upon the Lots if placed on a permanent foundation, have at least a 3/12 roof pitch, and is constructed specifically to set on a permanent foundation without support beams and/or pillars.

IV
Signs

No sign shall be erected or maintained on the Property except in conformity with the following:

1. Signs visible from the exterior of any building may be lighted, but no Signs or any other contrivance shall be devised or constructed so as to rotate, gyrate, blink or move in any animated fashion. In no event shall any banners, pennants, political signs, portable signs, string of lights (except for 4 weeks at Christmas), inflatable signs or tethered balloons be allowed. Any federal, state, municipal or company flags shall be located on one flagpole per site. The height of the flagpole shall not exceed twenty five (25) feet.
2. Signs shall be restricted to advertising only the person, firm, company or corporation operating the use conducted on the Site or the products produced or sold thereon. All Signs attached to the building shall be flush mounted.
3. Only one (1) single faced or double faced Sign shall be permitted per Street frontage. No Sign or combination of Signs shall exceed one (1) square foot in area for each six hundred (600) square feet of total Site area. However, no Sign shall exceed one hundred sixty (160) square feet in area per face. An additional twenty (20) square feet shall be allowed for each additional business conducted on the site.
4. A Sign advertising the sale, lease, or hire of the Site shall be permitted in addition to the other Signs listed in this section. Said Sign shall not exceed a maximum area of thirty-two (32) square feet.
5. No Ground Signs shall exceed five (5) feet above grade in vertical height. Also, Ground Signs in excess of one hundred (100) square feet in area (single face) shall not be erected. However, the above standards shall not apply to the Community Directional Sign, Special Purpose Sign, Construction Sign, or Future Tenant Identification Sign.
6. Wall Signs shall be fixture Signs (signs constructed separate of the building structure); Signs painted directly on the surface of the wall shall not be permitted.
7. A wall Sign with the individual letters applied directly shall be measured by a rectangle around the outside of the lettering and/or the pictorial symbol and calculating the area enclosed by such line.
8. One (1) Construction Sign denoting the architects, engineers, contractor, and other related subjects, shall be permitted upon the commencement of construction. Said Sign shall not exceed a maximum area of thirty-two (32) square feet.
9. A Future Tenant Identification Sign listing the name of future tenants, responsible agent or realtor, and identification of the Barstad Subdivision shall be permitted. Said Sign shall not exceed a maximum area of thirty-two (32) square feet.
10. Special Purpose Signs, used to give directions to traffic or pedestrians or give instruction as to special conditions, and Community Directional and/or Identifications Signs, used to give directions to and identify areas within the Barstad Subdivision, shall be in conformity with applicable local ordinances and regulations.
11. Every sign shall be maintained in a safe, presentable and good structural material condition at all times, including the repair or replacement of defective parts, painting, repainting, cleaning and other acts required for the maintenance of the sign.

V
Visual Barriers

Visual barriers shall be used to screen equipment yards and other potentially unsightly areas from public view. Visual barriers may consist of any combination of earth berms, shrubs, trees, fences, and other natural and decorative man made materials. Where vegetation is used to provide the visual barrier, it shall immediately

provide at least 50% of the required screening and will be given two (2) years from the date of installation to achieve the height and coverage designated for the given screen or yard.

VI
Nuisances

No noxious or offensive activities shall be carried on upon the Lots, nor shall anything be done therein which may be, or may become, an annoyance or nuisance to the neighborhood.

VII
Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used upon the Lots at any time as a residence, either temporarily or permanently, except that for a period of one (1) year, temporary facilities may be placed upon the Lots which shall be reasonably required, convenient, or incidental to the construction of a permanent structure upon said Lots.

VIII
Livestock

No livestock, including domestic pets, shall be allowed to remain loose within the Lots. The Owner of the Lots is required to keep all animals for which they are responsible within the confines of the Lots. No animal of any kind shall be raised or bred for commercial purposes. Animals not raised or bred for commercial purposes are permitted so long as the number, type, or habitat of the animal does not become offensive or a nuisance to the neighborhood.

IX
Perimeter Access

The Lots in the Subdivision shall not be used at any time as a means of access to any other lands not included in the Subdivision.

X
Water Supply

NO PROVISION IS MADE IN THE BARSTAD SUBDIVISION FOR PUBLIC OR CENTRAL DOMESTIC WATER SOURCE.

No individual water supply system shall be permitted on the Lots in the Subdivision unless the system is located, constructed, and equipped in accordance with the requirements of State of Wyoming laws, appropriate State of Wyoming agencies adopted rules and/or regulations, and rules and/or regulations promulgated by Johnson County. Provided further, no well may be dug, drilled, or installed upon the Lots unless it meets all the requirements of the State of Wyoming for well drilling and installation. All wells must be registered with the Wyoming State Engineers Office according to their duly adopted rules and/or regulations.

XI
Sewage Disposal

NO PROVISION IS MADE IN THE BARSTAD SUBDIVISION FOR CENTRAL SEWAGE DISPOSAL SYSTEMS.

No individual sewage disposal system shall be permitted on the Lots in the Subdivision unless the sewage system is located, constructed, and equipped in accordance with the requirements of Wyoming State laws, appropriate Wyoming State agencies adopted rules and/or regulations, and rules and/or regulations promulgated by Johnson County. Approval in the form of a Permit to Construct shall be obtained from the proper agencies prior to actual construction of any system.

XII
Disclosure Statement

A Disclosure Statement has been prepared as per Johnson County Subdivision Regulations and is attached to these Protective and Restrictive Covenants as Exhibit "B".

XIII
Garbage and Refuse Disposal

The Lots shall not be used and/or maintained as a dumping ground for rubbish and debris, nor shall the Lots be used as a storage area for non-operative motor vehicles, miscellaneous parts or supplies, or other unsightly or unseemly material. Trash, garbage, and other waste shall be kept in sanitary containers. Rocks, dirt piles, and construction debris shall be promptly removed from the Lots after construction of buildings.

XIV
General Conditions

Each of the conditions and covenants set forth above shall continue and be binding upon Declarants and upon their successors and assigns, and upon each of them and all parties and persons claiming under them for a period of ten (10) years from the date hereof, and automatically shall be continued thereafter for successive periods of ten (10) years each. It is however provided that the Owner of the Lots subject to these covenants, may release all or any part of the land so restricted from any one or more of said restrictions only with the approval of the Johnson County Board of County Commissioners by executing and acknowledging an appropriate agreement in writing and filing the same in the Office of the County Clerk for Johnson County, Wyoming. The recorded certificate of an abstractor doing business in Johnson County, Wyoming, as to the record ownership of the property hereby restricted shall be deemed conclusive evidence of ownership thereof.

XV
Enforcement

The covenants herein set forth shall run with the land and bind the present Owner, their successors and assigns, and all parties claiming under them shall be taken to hold, agree, and covenant with the Owner of said Lots, their successors, assigns, and with each of them, to conform to said restrictions. The purchase of the Lots within the Barstad Subdivision is taken as an assent to be bound by these covenants during the period of ownership and to abide thereby. Declarants, their successors and assigns, shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce observance of the restrictions above set forth, in addition to ordinary legal action for damages.

The failure of Declarants or of the Owner of the Lots hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be a waiver of the right to enforce any subsequent violation. Reasonable attorneys fees shall be recovered as required in any proceeding either to enjoin violation of the Declaration of Protective and Restrictive Covenants or to recover damages resulting from such violation. The violation of these restrictions shall not defeat nor render inviolate the lien of any mortgage or deed or trust made in good faith and for value.

XVI
Enforcement by Johnson County

Any of the covenants, restrictions, or conditions contained herein which may, in the sole discretion of the Johnson County Board of County Commissioners be in the public interest, may at the sole discretion of the Johnson County Board of County Commissioners be enforced in the same manner and upon the same terms and conditions as the Declarants, their successors and assigns, can seek to enforce the same in any proceeding of law or equity. Reasonable attorneys fees shall be recovered by the County in any proceeding either to enjoin a violation of the Declaration of Protective and Restrictive Covenants or to recover damages resulting from such violation. The purchase of the Lots shall be taken as consent to pay costs and fees and the same shall be a lien on the land.

**XVII
Severability**

Invalidation of any one of these covenants by judgment or Court order shall in no way or manner affect any of the other provisions which shall remain in full force and effect.

IN WITNESS THEREOF, the undersigned being the Declarants, have hereunto set their hands this 2 day of December, 2003.

[Signature]
Woodrow Barstad

[Signature]
Christine Barstad

STATE OF Montana)
)ss
COUNTY OF Missoula)

The foregoing instrument was acknowledged before me by Woodrow Barstad and Christine Barstad this 2 day of December, 2003.

Witness my hand and official seal.

[Signature]
Notary Public
CHERYL A. LEWIS
RESIDING AT SEELEY LAKE

My Commission Expires: 3-26-2004

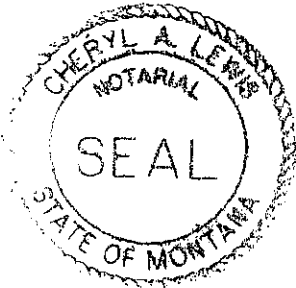


EXHIBIT "A"
BARSTAD SUBDIVISION
BOUNDARY DESCRIPTION

A tract of land located in the S½SW¼ of Section 23, T51N, R82W, of the 6th P.M., Johnson County, Wyoming, said tract of land being more particularly described as follows:

Commencing at the southwest corner of said Section 23;

thence S89°38'51"E (Record N89°49'17"E) along the South line of said Section 23 a distance of 1201.25 feet (Record 1201.76') to a point, said point lying on the Easterly Right-of-Way line of Old Highway 87;

thence N07°31'53"E (Record N07°00'06"E) along said Easterly Right-of-Way line of said Old Highway 87 a distance of 396.94 feet to a point, said point being the true point of beginning of said tract of land;

thence continuing N07°31'53"E (Record N07°00'06") along said Easterly Right-of-Way line of said Old Highway 87 a distance of 626.91 feet to a point;

thence S89°07'04"E (Record S89°38'27"E) a distance of 874.17 (Record 874.27') feet to a point, said point lying on the Westerly Right-of-Way line of Interstate Highway 25;

thence S11°04'58"E (Record S11°36'21"E) along said Westerly Right-of-Way line of said Interstate Highway 25 a distance of 604.37 feet to a point;

thence S89°12'07"W a distance of 1072.52 feet to the true point of beginning of said tract of land.

Said tract of land containing 13.57 acres, more or less.

EXHIBIT "B"
Disclosure Statement
Barstad Subdivision
Johnson County, Wyoming

1. **Water Supply:** All on-site wells shall be permitted by the Wyoming State Engineers Office, 4E Herschler Building, Cheyenne, WY 82002, and shall conform to any and all State of Wyoming adopted rules and/or regulations.
2. **Sewage System:** All on-site sewage systems shall be permitted by the Johnson County Sanitarian and shall conform to all applicable Wyoming Department of Environmental Quality adopted rules and/or regulations.
3. **Covenants:** Recorded Protective and Restrictive Covenants are on file in the Office of the Clerk of Johnson County, Wyoming, 76 North Main Street, Buffalo, Wyoming.
4. **Homeowners Association:** No Homeowners Association has been formed.
5. **Garbage Disposal:** The nearest landfill is at 284 TW Road and is presently operated by the Johnson County Solid Waste District. Information on fees can be obtained at the landfill or at the Johnson County Commissioners Office, 76 North Main Street, Buffalo, WY 82834. Privately owned garbage collection is available to Johnson County residents.
6. **Road Maintenance:** There is no public maintenance of streets or roads, including snow removal.
7. **Fire Protection:** Johnson County provides a volunteer fire department. The Johnson County Fire Control building is located at 314 Railroad Avenue, Buffalo, Wyoming. For information contact the Johnson County Commissioners Office, 76 North Main Street, Buffalo, WY 82834.
8. **Flooding:** Not in any designated flood zone.
9. **Zoning:** The lots of this subdivision are governed by Protective and Restrictive Covenants, which specify that all lots in the subdivision are designated Residential and/or Business (Commercial).
10. **Postal Service:** The nearest Post Office is located at 193 South Main Street, Buffalo, Wyoming.
11. **Surface Water Rights:** No surface water rights exist within the Subdivision.
12. **Permitted Quarry:** A permitted quarry and/or gravel pit operation exists adjacent and southerly from Barstad Subdivision.
13. **Utility Providers:**

Telephone: Qwest Corporation
3401 South Douglas Hwy.
Gillette, WY 82718

Electric: Pacific Power
P.O. Box 2719
Casper, WY 82602