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0837005

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\$ 12.00
COUNTY CLERK Judy Thurman
ASSISTANT DEPUTY

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

This Declaration of Covenants, Conditions and Restrictions Affecting Land ("Declaration") is made as of the 28th day of November, 2000, by Rocky Mountain Empire Developers, Inc., a Wyoming corporation ("Declarant"), for the benefit of Convenience Plus Partners, Ltd., its successors and assigns ("Grantee").

RECITALS:

A. Declarant is the holder of fee title to the property described as:

Lot 1 In Block 1 of the Convenience Plus Addition to the
City of Buffalo, Johnson County, Wyoming.

(the "Restricted Property").

B. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to that certain Purchase Agreement dated the 28 day of November, 2000, by and among Declarant and Convenience Plus Partners, Ltd. ("CPPL") (the "Agreement"), CPPL has transferred to Declarant fee title to the Restricted Property.

C. For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and pursuant to the Agreement and that certain Petroleum Supply Contract dated the 28 day of November, 2000, by and among Declarant and Grantee (the "Supply Contract"), Declarant, on behalf of itself and its successors and assigns, has agreed to purchase all gasoline and diesel fuel (the "Petroleum Products) from Grantee, its successors and assigns, that Declarant sells or offers to sell on the Restricted Property during the period described therein.

D. As additional consideration for the covenants and obligations undertaken and fulfilled by Grantee pursuant to the Agreement and Supply Contract, Declarant, on behalf of itself and its successors and assigns, for the benefit of Grantee, its successors and assigns, hereby establishes and declares that the Restricted Property is and hereafter shall be subject to and governed by the following covenants, conditions and restrictions.

DECLARATION:

1. **Conditions.** During the term of this Declaration, Declarant, on behalf of itself and its successors and assigns, for the benefit of Grantee, its successors and assigns, hereby agrees to purchase from Grantee, its successors and assigns, all the Petroleum Products that Declarant sells or

offers to sell on the Restricted Property and not to purchase such Petroleum Products from any other distributor or supplier during the term of this Declaration.

2. Term of Declaration. This Declaration shall become effective upon the recordation hereof in the official records of Johnson County, Wyoming and, as amended from time to time, shall continue in full force and effect for a term of (i) ten (10) years after the date hereof or (ii) the date when the \$515,000.00 promissory note payable to Convenience Plus Partners, Ltd. secured by the Restricted Property as described in the Agreement is paid in full, whichever is longer.

3. Power of Attorney. Declarant irrevocably and unconditionally appoints Grantee, its successors and assigns, as the attorney-in-fact for Declarant and any and all record holders of fee title to the Restricted Property as reflected in the official records maintained in the Johnson County Recorder's Office (the "Owner(s) of Record") to execute, deliver and file, with all local, state and federal governmental authorities, on behalf of Declarant and the Owner(s) of Record, any and all notices, documents or instruments as are necessary to enable Grantee to record this Declaration or any modification hereof with the Johnson County Recorder's Office or to realize and enjoy the benefits intended hereby. The Power of Attorney granted hereby is coupled with an interest.

4. Modification/Cancellation. This Declaration may be amended, modified, supplemented or canceled only by the written consent of Grantee and Declarant, and/or the Owners of Record, if Declarant shall not hold fee title to all of the Restricted Property, duly executed, acknowledged and recorded in the official records of Johnson County, Wyoming.

5. Breach. In the event of breach or threatened breach of this Declaration by Declarant, Grantee shall be entitled to exercise all rights and remedies provided by law, including but not limited to, an action to have issued an injunction or other relief awarded by the court and an action to recover any and all damages sustained by Grantee as a result of such breach, plus judgment against Declarant, its successors and assigns for court costs, expert witness fees, attorneys' fees and all other costs incurred by Grantee by reason of such action.

6. Scope of Declaration. All of the Restricted Property is and hereafter shall be held, owned, conveyed, hypothecated, encumbered, leased, occupied, or otherwise used, improved or transferred, in whole or in part, subject to the provisions of this Declaration, as amended or modified from time to time. All of the provisions of this Declaration shall run with the land that comprises the Restricted Property and extend to all parcels into which the Restricted Property shall or may be subdivided, for all purposes, and shall be binding upon Declarant, its successors and assigns, and their respective heirs, tenants, representatives, successors and assigns.

7. Incorporation of Covenants. Deeds and instruments affecting any part, parcel, or whole of the property may incorporate and contain the covenants, conditions and restrictions herein sets forth by reference to this Declaration; but regardless whether any such reference is made in any deed or instrument, each and all of the covenants, conditions and restrictions hereof shall be binding

upon each person that now or hereafter holds or acquires any right, title or interest in the Restricted Property and its/his/her heirs, executors, administrators, representatives, successors and assigns.

8. Declarant's Successors and Assigns. Any reference in this Declaration to Declarant shall include Declarant's successors and/or assigns and its/his/her heirs, executors, administrators, representatives, successors and assigns.

9. Grantee's Successors and Assigns. Any reference in this Declaration to Grantee shall include Grantee's successors and/or assigns and its/his/her heirs, executors, administrators, representatives, successors and assigns.

10. Usage of Terms. Whenever the context of this Declaration so requires, words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural, and vice versa.

11. Captions. All captions, titles or headings contained in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

12. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed to be properly given when personally delivered to the party entitled to receive notice or when sent by certified or registered mail, postage prepaid, by facsimile transmission or by guaranteed overnight delivery service, in each case properly addressed to the party entitled to receive such notice at the address stated below, or such other address as any such party shall designate by notice to the other party in accordance herewith. Notice shall be deemed to be given on the date of personal delivery or facsimile transmission, or the first business day following the date delivered to the delivery service or seven (7) days following the date deposited in the mail, as the case may be.

If to Grantee: Convenience Plus Partners, Ltd.
608 Garrison Street, Suite L
Lakewood, Colorado 80218
Attn: Ronald W. Hagemeyer, President, Venta, Inc.,
General Partner

with a copy to: William J. Graveley
Beck and Cassinis, P.C.
3025 South Parker Road, #200
Aurora, Colorado 80014

If to Declarant: Rocky Mountain Empire Developers, Inc.
733 Fort Street
Buffalo, Wyoming 82834
Attn: S. Schroefel

Notices to Owner(s) of Record shall be delivered at the address in the records maintained in the Johnson County Treasurer's Office on the record date for the mailing of real estate tax statements.

13. Changes in Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

14. Waiver. No failure to insist on strict performance of any provision of this Declaration or to exercise any right, power or remedy available in connection with any breach, shall constitute a waiver of any such breach or any such provision. No express waiver of any breach shall affect any other breach or cover any period of time other than the breach in the period of time specified in such waiver. No waiver(s) of any breach of any provision in this Agreement shall be deemed to be a waiver of any subsequent breach of the same provision or any other provision in this Agreement.

15. Choice of Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming.

DECLARANT:

ROCKY MOUNTAIN EMPIRE DEVELOPERS, INC.

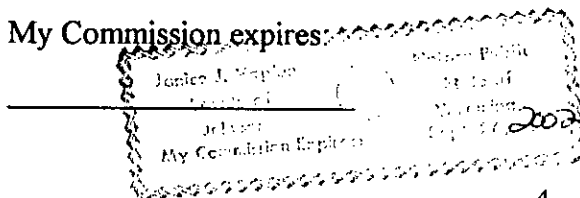
By: *S. Schroefel* President
S. Schroefel, President

STATE OF WYOMING)
) ss.
COUNTY OF JOHNSON)

On this 28th day of November, 2000, before me, the undersigned Notary Public, personally appeared S. Schroefel, the President of Rocky Mountain Empire Developers, Inc., known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed same for the purposes therein contained.

WITNESS my hand and official seal.

My Commission expires:



Janice J. Updon
Notary Public

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Filed for record 09-19-2005 at 4:15 o'clock
Recorded in Book 86A-60 of MISC page 32-36
20⁰⁰
JOHNSON COUNTY CLERK A. S. S. T. DEPUTY

Resolution of Approval for Covenant Amendment

043774

Diamond Cross Ranch Subdivision

WHEREAS, We the undersigned land owners (Owners hereafter) of record have determined the need to amend the restrictive covenants of the Diamond Cross Ranch Subdivision and,

WHEREAS, the covenant amendment process for the Diamond Cross Ranch Subdivision requires the approval of the Johnson County Planning Commission (Planning Commission hereafter) and the Johnson County Commission (Commission Hereafter);

BY THIS RESOLUTION, a minimum of 75%, or ten (10) Owners petition the Planning Commission and Commission to approve the following amendment to Section VII of the protective covenants regarding the keeping of livestock and domestic animals within the Subdivision and,

DIRECT THAT, after approval, that the amendment be recorded in the Office of County Clerk, Johnson County, Wyoming, as covenant running with all lands within the Diamond Cross Ranch Subdivision, Johnson County Wyoming.

The amendment shall read as follows in its entirety:

VII.

KEEPING OF LIVESTOCK AND DOMESTIC ANIMALS

No animal, defined as a "Large Animal Equivalent", an "Accessory Animal" or a "Domestic Pet", shall be kept on any lot except in conformance with Section VII.

No lot shall be used to keep more than one (1) "Large Animal Equivalent" per 2.5 acres of gross lot area. One "Large Animal Equivalent" shall equal the following:

- One (1) adult horse, pony, mule, jack, jenny or donkey. The keeping of non-neutered, adult, male equines is specifically prohibited.
- One (1) heifer, steer or cow. The keeping of non-neutered, adult, male bovines is specifically prohibited.
- Four (4) adult sheep or goats.
- Two (2) adult llamas or alpacas.
- One (1) adult ostrich or emu.
- One (1) adult animal, over 250 lbs in weight, of any other type not specifically enumerated above nor prohibited elsewhere in this Section. Such animals shall only be kept with specific written approval of seventy-five per cent (75%) of the property owners of the Diamond Cross Subdivision. Such approval may be revoked at any time by written petition of the same number of landowners.

In addition to each permitted "Large Animal Equivalent" the following "Accessory Animals" shall also be permitted:

- Not more than ten (10) mixed fowl and/or domestic rabbits per 2.5 acres of gross lot area. Roosters, peacocks and guinea fowl are specifically prohibited.
- The offspring of any "Large Animal Equivalent", which is no more than one year in age.
- No more than two (2) 4-H or project animals, except animals of a type specifically prohibited elsewhere in this section, per child, per consecutive 12 month period beginning on September 1 of each year.
- No more than two (2) miniature livestock animals of a type not specifically prohibited elsewhere in this section and which as adults shall weigh no more than sixty pounds (60 lbs)

The keeping of any of the following animals as livestock or domestic pets is prohibited:

- Swine of any age or type except as a 4H or project animal less than one year old.
- Bison or buffalo.
- Fur bearing animals raised for pelts or breeding purposes.
- Wolves, lions, tigers, leopards, cougars, bears or any other large predatory animals.
- Native or exotic game species.
- Wild birds.
- Any animal raised for commercial or business purposes.

"Domestic Pets" including dogs, housecats, rodents, snakes, exotic birds, ferrets or any other small animals kept as pets shall be excluded from the definition of "Large Animal Equivalents" and "Accessory Animals" but shall be limited to no more than four of each species and additional offspring, less than six (6) months old, per lot.

All domestic pets and livestock shall be limited to, confined or remain on the owner's lot unless a specific agreement for pasturing or access exists between two or more lot owners. All owners shall maintain fences adequate to contain domestic pets and livestock on the owner's property.

No commercial kennels, catteries or other commercial animal breeding or boarding facilities shall be operated on any lot.

At no time shall any owner permit the existence of any nuisance or unhealthy conditions in relation to any domestic pet, fowl or livestock on any lot, as defined elsewhere in these covenants.

APPROVAL OF LANDOWNERS:

✓ LOT 1

Joe A. Mills DATE 6/5/05
Scott Mills DATE 6/28/05

✓ LOT 2

Nancy S. Sorenson DATE 6/5/05
H. Richard Sorenson DATE 6/5/05

✓ LOT 3

Samuel J. McFadden DATE 7/2/05
[Signature] DATE 7/4/05

✓ LOT 4

Wesley Guy DATE 6/5/05
Amos Guy DATE 6-5-05

✓ LOT 5

[Signature] DATE 6/21/05
Walter A. Waller DATE 6/21/05

✓ LOT 6

Don L. Chapin DATE 6/21/05
[Signature] DATE 6/21/05

~~XXXX~~

Lot 7

✓ Dail Spencer DATE 6/5/05

July A Spencer DATE 6/5/05

LOT 8

_____ DATE _____

_____ DATE _____

LOT 9

✓ Ronald M. H. H. DATE 2-14-2005

Michelle Joyce Collins DATE 07-14-05

✓ ~~LOT 10~~ ^{DS.} LOT 12

Kathleen Bruce Cornell DATE 6/21/05

D. Smith DATE 6/21/05

LOT 11

✓ Roger E. Young DATE 6/5/05

Janet C. Young DATE 6/5/05

~~LOT 10~~ ^{DS.} LOT 10

_____ DATE _____

_____ DATE _____

LOT 13

✓ Mary Cover-Killias DATE 6/25/05

[Signature] DATE 6/25/05

AFFIDAVIT OF WITNESS:

I, David R. Spencer, do swear and affirm I have prepared this resolution on the behalf and at the request of the Owners and that I have personally witnessed the signature of all Owners who have signed this resolution and attest to its authenticity.

David R. Spencer DATE 9/19/05
David R. Spencer

County of Sheridan)

SS

State of Wyoming)

On this 19th day of September, 2005, David R. Spencer, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this affidavit, personally signed and affirmed before me.



Kathy A. McManus
Notary Public

APPROVAL OF THE JOHNSON COUNTY PLANNING COMMISSION:

Having considered the subject matter of this resolution at a regular meeting of the Johnson County Planning Commission on the Twelfth (12TH) day of July 2005, The Commission has granted approval of this Covenant Amendment.

APPROVAL OF THE JOHNSON COUNTY COMMISSION:

Having considered the subject matter of this resolution at a regular meeting of the Johnson County Commission on the Eighteenth day of July 2005, The Commission has granted approval of this Covenant Amendment.

RECORDING CERTIFICATION: