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DECLARATION OF PROTECTIVE COVENANTS  
on The Folded Hills Ranch Estates

\* Not a platted subdivision \*

This Declaration of Protective Covenants is executed by the undersigned, GEORGE M. ELSOM, JANICE E. KOLNIK, JOHN J. KOLNIK, JOCELYN M. BURNS, JUDITH D. SHIPPY, DAVID M. ELSOM and JOHN A. ELSOM, being all of the owners in fee simple of the real property as described herein, hereinafter referred to as "Declarants":

WITNESSETH THAT:

WHEREAS, Declarants executing this Declaration are the owners of all of the land within The Folded Hills Ranch Estates more specifically described as:

See Exhibit "A" attached hereto and incorporated herein by reference.

and;

WHEREAS, the property is unusually attractive and valuable as a place of residence because of the surrounding landscape, and Declarants executing this Declaration intend to establish and impose a general plan for the improvement, development, use and occupancy of said land; all of which shall be binding on and inure to the benefit of the owners and future owners of said property in order to enhance the value, desirability, attractiveness of said property, and to be in keeping with the surrounding area, as well as to serve and promote the value of said property;

NOW, THEREFORE, Declarants executing this Declaration declare that said property is held and shall henceforth be sold, conveyed, used, improved, occupied, resided upon, hypothecated and held upon and subject to the manner, provisions, conditions, restrictions, agreements and covenants among Declarants and each of their heirs, personal representatives, successors and assigns, all of which provisions, conditions, restrictions, agreements and covenants are, and each of them is, expressed and imposed on said property as a servitude in favor of the Declarants' property as the dominant tenement or tenements, such that said covenants shall run with all the land as provided by law and shall be binding upon all parties and all persons claiming under them and for the benefit of and limitations upon all future owners thereof, to-wit:

1. DEFINITIONS. "The Folded Hills Ranch Estates" shall refer to all real estate and improvements thereon described in Exhibit "A". "Parcel" shall refer to each separate part of the property described in Exhibit "A" owned by each declarant at the time of this Declaration. For purposes of this Declaration there are eleven (11) separate parcels.

2. USE AND BUILDINGS. The property described herein, hereafter referred to as "The Folded Hills Ranch Estates", shall not be used for any commercial or industrial purpose. No building shall be erected, altered, placed or permitted to remain on The Folded Hills Ranch Estates except for residential use or as an accessory thereto. Only two (2) residential structures and two (2) accessories thereto are allowed on any parcel. "Commercial" use shall not exclude agriculture nor in-home business use even though engaged in for the purpose of generating revenues or profits. Provided, however, that no silage shall be kept on the property, no feedlot for commercial purposes shall be maintained and commercial sale barns shall be prohibited. Additionally, no slaughterhouse may be maintained on the property.

3. BUILDING - ARCHITECTURE, DESIGN AND MATERIALS. All structures within The Folded Hills Ranch Estates shall be of new construction, or be a new modular home on a permanent foundation, and of a type of architectural design, material and construction so that they shall not detract from the scenic beauty and aesthetic value of this and the surrounding property. Colored metal roofs are permitted but no shiny reflective roofs are allowed except for structures existing

Filed for record May 1, 1991 at 4:55 o'clock

Recorded in Book 86A46 of Misc page 605-615

\$ 27.00

COUNTY CLERK

Linda Lambert  
DEPUTY

048178

before May 1, 1997. Any outdoor lighting must have shades to direct the light downward but not permit the light to be seen at a reasonable distance away. All structures shall be maintained in good condition. A structure may be built or placed that does not meet these covenants if it is not visible from an adjoining parcel from any point within a set back of 100' of the adjoining parcels.

4. DIVISION OF PROPERTY. No parcel shall be divided into a parcel of less than ten (10) acres.

5. OFFENSIVE ACTIVITIES. No noxious or offensive activities shall be carried out upon The Folded Hills Ranch Estates which may be or does become an annoyance to the general neighborhood.

6. LOCATION OF STRUCTURES No man-made improvement of any type shall be located within fifty (50) feet of the boundary of a parcel subject to this Declaration, excepting fences and any improvement existing on or before May 1st 1997.

7. NOISE. No use of machines without a proper muffler is allowed; expansion chamber type mufflers are prohibited. All mufflers must have spark arresters. No person, machine, or device may be allowed to emit loud noise that unreasonably offends the peace and quiet of this and the surrounding properties.

8. WASTE AND TRASH DISPOSAL. No area of The Folded Hills Ranch Estates shall be used or maintained as a dumping ground for rubbish of any type. No rubbish, garbage or abandoned vehicle(s) or discarded object(s) shall be permitted to accumulate upon any parcel within The Folded Hills Ranch Estates. Except for the burning of vegetative material, no burning of garbage, waste, refuse or other materials is permitted.

9. STRUCTURES PERMITTED. No structure of a temporary character, including a mobile home, trailer, tent, shack, garage, barn, or any other outbuilding shall be used as a residence. A one (1) year exception to this rule is allowed one time during the construction of a permanent dwelling; this exception can be extended indefinitely on an annual basis as long as the dwelling does not fall into the view shed of another permanent residence. If an offending structure exists a certified letter must be sent to the owner of the parcel containing the temporary dwelling requesting that it be removed by the affected property owner(s) within one (1) year of the receipt of that notice. A three (3) week exception, once a calendar year, is allowed for trailer(s), motor homes(s), and or tent(s), but they must not remain on The Folded Hills Ranch Estates more than three (3) weeks during the calendar year; nor shall the total number of these temporary dwellings be more than ten (10) at any one time.

10. DOMESTIC ANIMALS AND FENCES. Livestock and pets owned or controlled by the owner shall be kept within a parcels boundaries. At no time may the grass be allowed to be overgrazed nor the soil to be bared. The fences around each parcel are the sole responsibility of each declarant and each declarant must fence in. Fencing is optional, but all fencing must be of new construction and be compatible with the surroundings no unsightly fence may be constructed. No dry lot, corral, or any other confinement may be constructed; unless it does not fall into the view shed of another permanent residence and it is not built within a set back of 200' (feet) of the adjoining parcel(s) or it is built with at least a set back of 400'(feet) from the adjoining parcel(s).

11. SOIL EROSION. No causes to soil erosion may be allowed, including improper use of vehicles, especially motorcycles.

12. SIGNS. No signs are permitted on The Folded Hills Ranch Estates other than those that are smaller than three (3) square feet in total size. No sign may be made in bright or fluorescent color. Not more than five (5) signs may be erected or placed on The Folded Hills Ranch Estates.

13. VEHICLES. Vehicles may not be stored on any parcel within The Folded Hills Ranch Estates, unless operational, and no more than three (3) car and truck vehicles, and five (5) other accessory vehicles may be parked on any parcel within The Folded Hills Ranch Estates, except in a garage, at any time; however, a three (3) week exception, per calendar year is allowed. No roads can be constructed that are of a grade that is greater than eight percent (8%) nor finished running surface wider than twenty (20) feet.

14. TIMBERING. No commercial timbering is permitted.

15. AMENDMENTS AND REVOCATION. The covenants and conditions hereof may be amended, modified, revoked or altered in part or in their entirety, at any time by the written consent of 75% of the owners of the lands subject to these covenants, with exception to the division of a parcel, which shall be equal to or greater than ten (10) acres at all times that these protective covenants or amendments thereof remain in effect. "Owners" shall be interpreted to mean a single ownership entity if the owners of a parcel are husband and wife, or parent(s) and child(ren), or a corporation, partnership or other business entity in which a spouse or child has an equity or voting interest.

16. ENFORCEMENT. Enforcement of the restrictions herein may be by an action in law or in equity against any person, corporation, or other entity violating or attempting to violate any of the restrictions to the deed herein. Reasonable attorney's fees incurred by a declarant in enforcing the covenants herein may be awarded.

17. MAINTENANCE OF ROADS. The owner or owners of each parcel described herein shall assume jointly and severally the responsibility for and the cost of maintenance for any private road. Declarants assume no responsibility for the maintenance or the cost of maintenance of any private road located on another parcel. Any joint use road, that is not a public road maintained by the county, with shared easement, shall be the equal and shared responsibility of all home owners with an easement over that road for the portion of the road that is shared. A road, for purposes of this paragraph, may actually be only a segment of one continuous road. Seventy Five percent (75%) of all home owners of a joint use road must agree in writing prior to the expenditure of funds for routine maintenance. Any such agreement may, at the option of any person bound to such agreement, be terminated after one year or the anniversary date of any renewal term.

18. VALIDITY. In the event that any one or more of the provisions, covenants, conditions or restrictions or any part thereof herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, covenants, conditions and restrictions herein set forth shall be continued unimpaired and in full force and effect.

19. HEADINGS. The headings used herein are for convenience only and are not to be used in construing the meaning of any particular paragraph.

20. WAIVER. No delay or omission on the part of the Declarants or any future owner of any parcel benefited by these covenants in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants contained herein, shall be construed as a waiver thereof or an acquiescence therein. No right of action shall accrue nor shall any action be brought or maintained for or on account of the failure of any such persons to exercise any right, power or remedy herein provided for in the event of any such breach or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable.

21. BINDING EFFECT. These covenants, are binding upon the parties and their respective heirs, administrators, executors, personal representatives, successors and assigns.

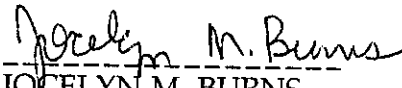
22. TERM. The initial term of these covenants shall be for a period of five (5) years from the date of their execution. The covenants shall automatically renew for successive periods of five (5) years each unless, at least 60 days before the annual renewal date at least 85% of the owners elect to terminate these covenants.


IN WITNESS WHEREOF, this Declaration of Covenants conditions and restriction is executed this 30<sup>th</sup> day of April, 1997.

  
-----  
GEORGE M. ELSOM

  
-----  
JANICE E. KOLNIK

  
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JOHN J. KOLNIK

  
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JOCELYN M. BURNS

  
-----  
JUDITH D. SHIPPY

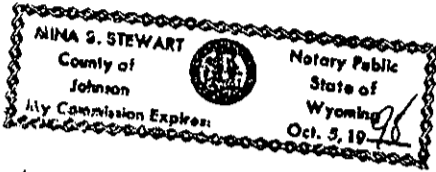
  
-----  
DAVID M. ELSOM

  
-----  
JOHN A. ELSOM

STATE OF WYOMING )  
 ) ss.  
County of Johnson )

The foregoing instrument was acknowledged before me by GEORGE M. ELSOM  
this 29 day of April, 1997.

Witness my hand and official seal.



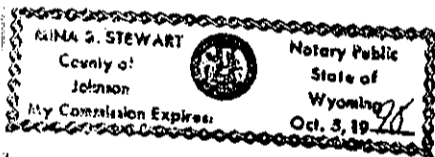
Mina S. Stewart  
Notary Public

My Commission Expires: 10-5-98

STATE OF WYOMING )  
 ) ss.  
County of Johnson )

The foregoing instrument was acknowledged before me by JANICE E. KOLNIK  
this 29 day of April, 1997.

Witness my hand and official seal.



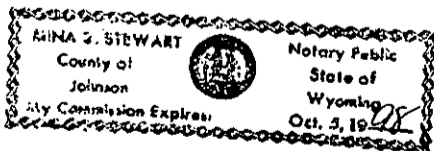
Mina S. Stewart  
Notary Public

My Commission Expires: 10-5-98

STATE OF WYOMING )  
 ) ss.  
County of Johnson )

The foregoing instrument was acknowledged before me by JOHN J. KOLNIK  
this 29 day of April, 1997.

Witness my hand and official seal.



Mina S. Stewart  
Notary Public

My Commission Expires: 10-5-98

STATE OF WYOMING )  
 ) ss.  
County of Albany )

The foregoing instrument was acknowledged before me by JOCELYN M. BURNS  
this 2<sup>nd</sup> day of April, 1997.

Witness my hand and official seal.

*Mary [Signature]*  
Notary Public

My Commission Expires: 5/23/99

STATE OF KANSAS )  
 ) ss.  
County of Brown )

The foregoing instrument was acknowledged before me by JUDITH D. SHIPPY  
this 4<sup>th</sup> day of April, 1997.

Witness my hand and official seal.

LORETTA R. ROSS  
NOTARY PUBLIC  
STATE OF KANSAS  
My Appt. Expires 11-4-98

*Loretta R. Ross*  
Notary Public

My Commission Expires: 11-4-98

STATE OF SOUTH DAKOTA )  
 ) ss.  
County of Walworth )

The foregoing instrument was acknowledged before me by DAVID M. ELSOM  
this 9<sup>th</sup> day of April, 1997.

Witness my hand and official seal.



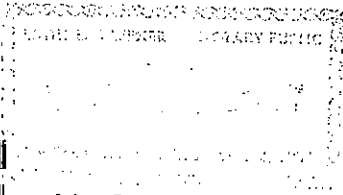
*Judith C. Bedding*  
Notary Public

My Commission Expires: My commission expires 6-1-99

STATE OF WYOMING )  
 ) ss.  
County of Johnson )

The foregoing instrument was acknowledged before me by JOHN A. ELSOM  
this 30<sup>th</sup> day of April, 1997.

Witness my hand and official seal.



*Edwin L. Joffe*  
Notary Public

My Commission Expires: Oct 4 - 2000

**Exhibit A**  
**Page 1 of 4**

Eleven (11) separate parcels make up "This Property" subject to this Declaration of Covenants. These parcels are not describe separately herein but are included in the following description of two (2) larger properties that includes all of the said eleven (11) separate parcels.

Property #1

Sixth Principal Meridian, Wyoming

Township 49 North, Range 82 West

Section 11 SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 14 NW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$

Subtracting the below exclusion contains 357.75 acres, more or less.

Excluding the following two (2) parcels that are not part of these covenants but are a part of the above described property:

Excluded Parcel number 1:

Beginning at the corner of sections 2,3,10 and 11 in Township 49N, Range 82W, Section 11, 6th Principal Meridian; thence South 2640 feet to the  $\frac{1}{4}$  section corner of sections 10 and 11; thence East 1303.51 feet to corner #1, the true point of beginning; thence South 2263.43 feet to corner #2; thence East 1311.57 feet to corner #3, thence North 2260.85 feet to corner #4; thence West 1303.51 feet to close at corner #1, the true point of beginning.

Contains 67.900 acres more or less.

Excluded Parcel number 2:

Beginning at the corner of sections 10,11,14 and 15 in Township 49N, Range 82 W, sections 11 and 14, 6th Principal Meridian: thence South 2640 feet to the  $\frac{1}{4}$  section corner of sections 14 and 15; thence East 3172.17 feet to corner #1, the true point of beginning; thence East 790.44 feet to corner #2; thence North 3012.15 feet to corner #3; thence West 783.45 feet to corner #4; thence South 3015.12 feet to close at corner #1, the true point of beginning.

Contains 54.44 acres more or less.

More particularly described in Exhibit A Page 3 of 4.



**Exhibit A**  
**Page 2 of 4**

Property #2

Sixth Principal Meridian, Wyoming

Township 48 North, Range 83 West

Section 20 W $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ ,

Section 20 SW $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ .

Subtracting the below exclusion Contains 171.44 acres more or less.

Excluding the following two (2) parcels that are not part of these covenants but are a part of the above described property:

Excluded Parcel number 1:

Beginning at the  $\frac{1}{4}$  corner of sections 19 and 20 and corner #1 in Township 48 North, Range 83 West, Section 20, 6th Principal Meridian, the true point of beginning: thence North 1131.40 feet to corner #2: thence East 1320 feet to corner #3; thence South 1131.40 feet to corner #4: thence West 1320 feet to close at the  $\frac{1}{4}$  corner of sections 19 and 20 and corner #1, the true point of beginning.

Contains 34.28 acres, more or less.

Excluded Parcel number 2:

Beginning at the  $\frac{1}{4}$  corner of sections 17 and 20 in Township 48N, Range 83W, Section 20, 6th Principal Meridian: thence South 2828.60 feet to corner #1, the true point of beginning: thence East 1320 feet to corner #2; thence South 1131.40 feet to corner #3; thence West 1320 feet to corner #4; thence North 1131.40 feet to close at corner #1, the true point of beginning.

Contains 34.28 acres more or less.

More particularly described in Exhibit A Page 4 of 4.

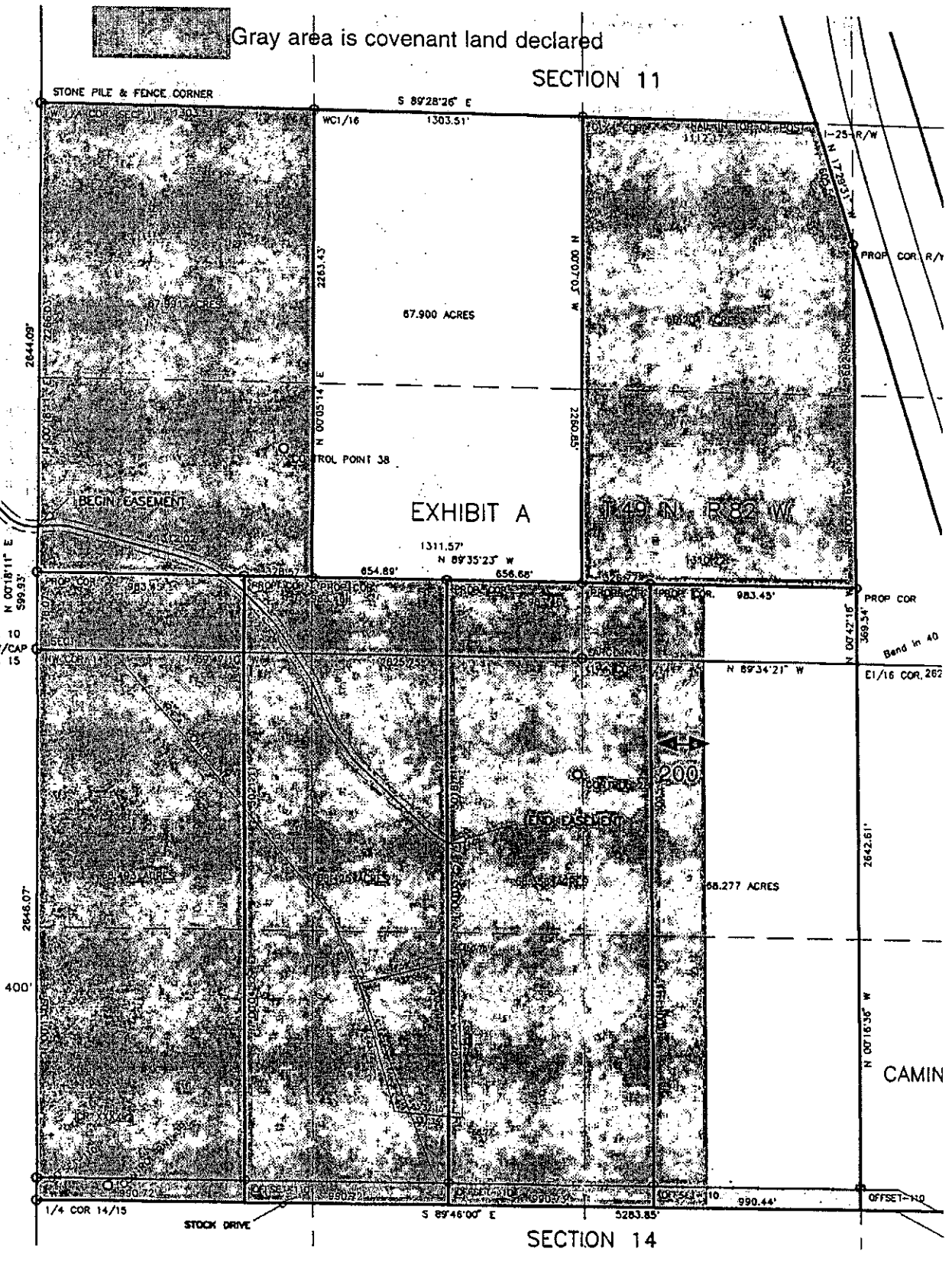
Township 49 N., Range 82 W., 6th P.M.



Gray area is covenant land declared

SECTION 11

EXHIBIT A



USC&GS-BUFFALO

ACCESS ROAD THROUGH  
DOWN EASMENT

SECT. 10  
SET REBAR W/CAP  
SECT. 15



SCALE: 1" = 400'

SECTION 14

Exhibit A  
page 4 of 4

Section 20, Township 48 N. Range 83W. 6th P.M.



Gray area is covenant land declared

