

Prohibitions including a prohibition, or discrimination based on race, color, religion, sex, handicap, marital status, or national origin are hereby declared to the extent such prohibitions violate 42 USC 3604(c).

A F F I D A V I T

I, Frank J. Normali, Secretary of

Interladco, Inc., a Delaware corporation, being first duly sworn, deposes and says:

1. That at one time Interladco, Inc., was the owner of the following described premises, situate within the County of Johnson, State of Wyoming, to-wit:

Lots 1 through 72, being all of the Lots of the Little Piney Estates, First Filing, located in Johnson County, Wyoming, according to a plat filed March 6, 1973.

INDEXED

2. That during the period 1972 to 1974 Interladco sold all of its interest in the above-described premises to various persons under the contracts attached hereto and made a part hereof.

3. That each contract with the various purchasers contained building use and restrictions and that such building use and restrictions were never placed of record in the office of the County Clerk and Ex-Officio Register of Deeds for Johnson County, Wyoming.

4. That said contracts established the covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions of said lots of the Little Piney Estates shall be improved or sold and conveyed by the owners thereof.

5. Each and every one of these covenants, conditions, reservations and restrictions set forth in said contracts is and all are for the benefit of each owner of the land in Little Piney Estates or any interest therein, and shall inure and pass with each and every parcel of said subdivision, and shall bind the respective successors in interest of the present owners thereof.

01679

STATE OF WYOMING }
COUNTY OF JOHNSON } ss.

This instrument was filed for record on Nov. 1 1974
at 1:00 P. Fee 4.00 86A 16
28-30 Fee 4.00
William P. O'Brien Register of Deeds.
By _____ Deputy

5. That said covenants, conditions, reservations and restrictions are and each thereof is imposed upon such lots all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof.

6. That certain lot purchasers in the Little Piney Estates, first filing, have signed a memorandum, dated March 5, 1974, concerning mineral reservations by Interladco, Inc., which original memorandums are also attached hereto and made a part hereof by reference.

7. That subsequent to March 5, 1974, the original deeds to each lot purchaser who signed the above-described memorandum were re-recorded in the office of the County Clerk of Johnson County, Wyoming, with the following additions and reservations:

"Reserving unto the Grantor, its successors and assigns all of the oil, gas, fissionable material and other minerals in the tract or tracts hereby conveyed with the right to explore for, develop and produce said minerals upon the payment of reasonable surface damages to the surface owner(s)."

"This re-recorded correction deed is placed of record for the purpose of reserving to the Grantor all of the minerals in the above described tract or tracts to properly reflect the prior agreement between the Grantor and Grantee(s) whereby the Grantor was to reserve all minerals under said property being conveyed."

8. That the purpose and effect of the memorandum and re-recorded deed of each lot in Little Piney Estates conveyed by Interladco was to reserve in Interladco, Inc., all of the minerals owned by it under those lands conveyed and Interladco, Inc., is the owner of all minerals under those lots in the Little Piney Estates described in the memorandums attached hereto.

Dated this 26th day of October, 1974.

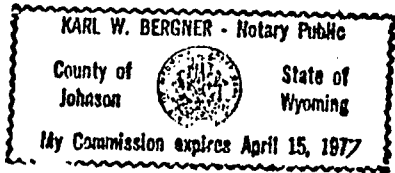
Secretary & Director


of Interladco, Inc.

STATE OF Wyoming)
) ss.
County of Johnson)

Subscribed and sworn to before me this 26th day of
October, 1974, by Frank J. Normali, Secretary
and Director of Interladco, Inc.

Witness my hand and official seal.



Karl W. Bergner
Notary Public

My commission expires: April 15, 1977

31-34 Fee \$5
Walter P. Phillips Register



LITTLE PINEY ESTATES

CONTRACT

This contract, made this 9 day of October, 1972, between INTERLADCO, INC., hereinafter referred to as the "Seller", and Elbert L. Groves, hereinafter referred to as the "Purchaser", whose address is 736 N. Drexel, Dearborn, Michigan 48128.

WITNESSETH:

1. The Seller agrees to sell and convey to the Purchaser land in Township 53 North, Range 83 West, 6th P.M., Johnson County, Wyoming, described as:
Lot 57 & 20 LITTLE PINEY ESTATES, a subdivision of (First Filing) located in Johnson County, Wyoming.

for a purchase price of Ten Thousand Five Hundred Dollars (\$ 10,500), of which the sum of Three Thousand Five Hundred Dollars (\$ 3500) has been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of Seven Thousand Dollars (\$ 7000) is to be paid to the Seller without interest thereon in two (2) equal installments, the first installment to be paid on or before December 1, 1972, and the second installment to be paid on or before December 1, 1973. Upon receiving payment in full of all sums owing herein and prior to February 1, 1974, the Seller shall execute and deliver to the Purchaser, or the Purchaser's assigns, a good and sufficient warranty deed, subject to declaration of restrictions attached hereto, conveying title to said land free from all encumbrances except those as shall have accrued or attached since the date hereof through the acts or omissions of persons other than the Seller or its assigns. The Seller shall deliver to the Purchaser as evidence of title a policy of title insurance, the effective date of which to be approximately the date of said deed, free of all exceptions except as stated in said deed.

2. The Purchaser agrees to purchase said land and pay the Seller the sum aforesaid and to pay all taxes and assessments hereafter levied on said premises before any penalty for non-payment attaches thereto. If default is made by the Purchaser in the payment of any taxes or assessments, the Seller may pay such taxes or assessments and any sum, or sums, so paid shall be a further lien on the land and premises, payable by the Purchaser to the Seller forthwith with interest at the rate of seven per cent (7%) per annum.

3. No assignment or conveyance by the Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof, duly witnessed and acknowledged, together with the residence address of such assignee, shall be delivered to the Seller. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment or by Seller's acceptance thereof.

4. The Purchaser shall have the right of possession of the premises from and after the date hereof and shall be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. If the Purchaser shall fail to perform this contract, or any part thereof, the Seller immediately after such default shall have the right to declare the same forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the premises, together with additions and accretions thereto and may take immediate possession of the premises, and the Purchaser and each and every other occupant remove and put out. In the event said premises remain vacant and unimproved, the Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of the contract upon the default of the Purchaser. In all cases where a notice of forfeiture is relied upon by the Seller to terminate rights hereunder, service of such notice shall be preceded by a notice of intent to forfeit the contract served at least ten days prior thereto. Any notice of intent, notice of forfeiture, notices or papers necessary or proper to terminate or enforce this contract shall be presumed conclusively to have been served upon the Purchaser if such instrument is enclosed in an envelope with postage fully prepaid, if said envelope is addressed to the Purchaser at the address set forth above, or at the latest other address which may have been specified by the Purchaser and receipted for in writing by the Seller, and if said envelope is deposited in a United States Post Office Box.

5. The individual parties hereto represent themselves to be of full age, and the corporate parties hereto represent themselves to be valid existing corporations with their charters in full force and effect. The Purchaser acknowledges that he, or his agent, has examined the land described above and is satisfied with the physical condition thereof.

The Purchaser shall have the right to cancel this agreement upon notice in writing to the Seller prior to December 1, 1972, the first installment payment, and upon reimbursement by the Seller of monies paid under paragraph 1 hereof, this agreement shall become null and void and the Seller shall be released from all obligations arising hereunder.

6. It is understood that the Seller intends to develop additional lands in Johnson County, Wyoming, and is presently developing Arapahoe Village, a mobile home community, Indianhead, a residential subdivision, and Powderhorn, a planned community, all in the State of Colorado. The Seller hereby grants to the Purchaser, or his assigns, the right to exercise any one of the following options on or before January 31, 1976, but not sooner than December 1, 1975, to wit:

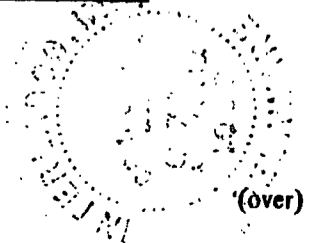
- (a) To purchase other lots in Little Piney Estates; or in other developments in Johnson County, Wyoming; or in Arapahoe Village; or in Indianhead; or in Powderhorn; at listed sales prices less an amount equal to one-third (1/3) of the purchase price under this agreement.
- (b) To exchange the lot, or lots, purchased under this agreement for another lot, or lots, in Little Piney Estates; or in other developments in Johnson County, Wyoming; or in Arapahoe Village; or in Indianhead; or in Powderhorn; having listed sales prices equal to one and one-third (1-1/3) times the purchase price under this agreement.
- (c) To demand and receive a sum of money from the Seller equal to one and one-third (1-1/3) times the purchase price under this agreement upon the execution and delivery by the Purchaser, or his assigns, of a good and sufficient warranty deed conveying title to the land sold hereunder to the Seller, or its assigns, free of all encumbrances except acts and omissions of the Seller, or its assigns.

IN WITNESS WHEREOF, the parties hereto have executed this contract, in duplicate, and have caused their hands and seals to be affixed hereto the day and year first above written.

In the Presence of:
James R. Williams (SEAL)
Executive Vice President

INTERLADCO, INC.
by [Signature]
its President
Seller

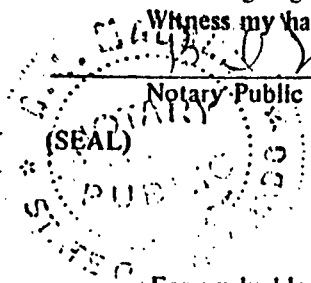
Elbert L. Groves
Purchaser



(over)

STATE OF _____)
COUNTY OF Farmer) ss.

The foregoing instrument was acknowledged before me this 29th day of November, 1972.
Witness my hand and official seal.



[Signature] My Commission expires Feb. 25, 1976
Notary Public

ASSIGNMENT OF CONTRACT

For a valuable consideration, receipt of which is acknowledged, the undersigned assignor, whose address is _____ (Street) _____ (City) _____ (State), hereby assigns to _____ (City) _____ (State) whose address is _____ (Street) _____ (City) _____ (State) a certain contract dated _____, 197____, executed between Interladco, Inc., as Seller, and _____ as Purchaser, for the sale of land in Township 53 North, Range 83 West, 6th P.M., Johnson County, Wyoming, described as: Lot _____, Little Piney Estates, a subdivision of

and conveys and warrants to said assignee the land above described subject to any restrictions upon the use of the same and a balance owing upon said contract of _____ Dollars (\$ _____), which the said assignor and grantee assumes and agrees to pay.

Dated: _____, 197____.

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledge before me this _____ day of _____, 197____.
Witness my hand and official seal.

Notary Public

(SEAL)

Receipt of a duplicate of the above is hereby acknowledged. Interladco, Inc., hereby accepts the above assignment

Dated: _____, 197____.

INTERLADCO, INC.
by _____
its _____

DECLARATIONS OF RESTRICTIONS

INTERLADCO, INC., a Delaware Corporation and Elbert L. Groves of 736 N. Drexel Dearborn, Michigan 48128, to the Public:

WHEREAS, Interladco, Inc., a Delaware Corporation, contract seller, and Elbert L. Groves contract buyer, are the owners of real property located in Johnson County, Wyoming described as follows:

LITTLE PINEY ESTATES, a subdivision, first filing, according to the plat on file in the office of the Clerk and Recorder of Johnson County, Wyoming, under Document No. _____, said subdivision being located in the SE 1/4 of the NE 1/4 of Section 27, the W 1/2 of the NE 1/4 of Section 27, the NW 1/4 of Section 27, the SE 1/4 of the NE 1/4 of Section 28, and the E 1/2 of the SE 1/4 of Section 28.

AND WHEREAS, the aforesaid owners desire to place building restrictions on the above described premises;

NOWHEREFORE, in consideration of the premises, the undersigned hereby establish and declare the following restrictions which shall be applicable to all the above described real estate:

PERSONS BOUND BY THESE RESTRICTIONS

The undersigned and all persons and corporations who shall hereafter acquire any interest in and to the above described real estate shall be taken and held to agree and covenant each with the other and with their heirs, devisees, trustees and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and as to the construction of dwellings and improvements thereon.

BUILDING AND USE RESTRICTIONS

1. Each lot in the above subdivision shall be known and described as a residential lot. None of said lots may be used or improved for other than private residential purposes. No structure shall be erected, altered, placed or permitted to remain on any such residential lot other than one single family dwelling not to exceed two stories in height, one garage and where animals are permitted, as hereinafter provided, one outbuilding for livestock. For purposes of these restrictions, "two stories" shall mean two stories above grade on at least one overall dimension of the structure, except "split level" structures will be permitted. Garages must be attached to the main dwelling or attached by means of a breezeway. Carports of the same finish as the main dwelling are permitted.

2. The term "residential purpose" as used herein shall be construed to exclude hospitals, duplex houses, apartment houses and any other multiple dwelling houses and to further exclude professional and commercial uses, and any such usage of this property is expressly prohibited.

3. None of the above described property or any building or improvements erected thereon shall at any time be used for the purpose of any trade, professional, manufacturing, or business of any description, and no noxious or offensive activity shall be carried on, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

4. Any residence erected in this subdivision shall have one main floor area exclusive of open porches, garages, breezeways, basements, and the lower level of a split level plan, of not less than 900 square feet. The provision of 900 square feet shall be interpreted for two story residences as meaning 900 square feet on the lower main floor area. Any buildings or residences erected on said tracts shall be of new construction and no old building or buildings shall be moved onto said premises.

5. No trailer, basement, tent, shack, garage, or other out buildings erected on said lots shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. Where one owner owns adjacent lots consisting of at least one acre in total area and one residence, he may keep a horse, steer, cow or calf, but no bulls. The number of said animals shall be limited to one per acre, not exceeding four animals on any one ownership. No chickens, swine, poultry, goats, or other livestock, except horses, steers, cows or calves, shall be raised, kept, or cared for on said premises. No dogs or pets shall be raised or cared for on a commercial basis.

7. No signs, billboards, posters, or advertising devices of any kind or character shall be erected or displayed upon any of the tracts, excepting subdivision promotion signs and signs displayed to identify the occupants of a dwelling, and contractor's construction signs. Contractors' signs shall not exceed 3 feet by 2 feet and shall be displayed only during construction.

8. No trash, ashes, or other refuse may be thrown or dumped on any vacant tract in said subdivision. All trash, or other refuse cans or containers, shall be confined to a garbage can which shall be covered with a metal top.

9. Sidewalks, curbs, gutters and street improvements, and other special improvements such as water, sewer, and storm sewers, when and if installed shall be installed in accordance with requirements established by Johnson County, Wyoming or other governing bodies, whichever has jurisdiction at the time.

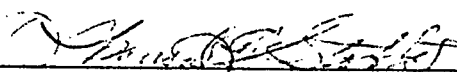
10. No buildings or other structures shall be located less than 30 feet from the front lot line or less than 8 feet from the side and rear lot lines. No fence or wall hereafter erected along a side or rear lot line shall exceed 5 feet in height, but this shall not be construed to preclude the use of a fence or wall not exceeding 6 feet in height to screen a patio, swimming pool or similar area if no portion of the fence or wall is less than 10 feet from the side or rear lot lines. The aforementioned fence and wall restrictions also apply to hedges and mass planting in the front yard.

11. When feasible, all utilities, including but not limited to, electricity, gas, water, and telephone, are to be underground, and all connections for individual services from the street to the dwelling or residences shall be likewise constructed underground. No outside illumination equipment or fixtures shall be constructed unless attached to the main residential structure or garage or unless attached to a pole not to exceed 8 feet in height, which pole shall conform with the general architectural plan of the residence. Any connection between the residence or garage and any other outside illuminations, if such illuminations are not attached to such residence or garage, shall be underground. It is understood that in spite of the provisions of this paragraph temporary utility lines may be utilized above the ground and will not be installed underground until there are constructed enough homes in the area to make underground installation economically feasible.

12. No construction equipment or materials of any nature can be moved onto a lot more than 60 days prior to start of construction, and any building started shall have its exterior completed within one year from the time construction is commenced.

RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the present owners, their heirs, devisees, trustees, and assigns; and any and all parties claiming by, through, or under them, shall be taken to hold, agree and covenant with the owners of said lots, their heirs, devisees, trustees, and assigns, and with each of the owners of said lots, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon; but no restrictions herein set forth shall be personally binding upon any corporation or person except in respect to breaches committed during its or his ownership of or interest in said land. The owner or owners of any of the above lands shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the restrictions set forth above, in addition to the ordinary legal action for damages; and the failure of the present owners, or the owner or owners of any lot in this subdivision to enforce the restrictions herein set forth at the time of any violation thereof shall not be construed as a waiver of the right to do so. The above restrictions may be altered or amended at any time upon the written consent thereto by the owners of at least 70% of the acreage area of the above described property.



Interladco, Inc. Warren A. Stobbe, President

March 5, 1974

MEMORANDUM TO: Tract Purchasers, Little Piney Estates, First Filing, Johnson County, Wyoming

All of you will recall our pleasant trips to the Buffalo, Wyoming area and the subsequent interest and ultimate contracts to purchase the 5 acre tracts in the Little Piney Estates subdivision from our parent company. I can now report to all of you that the Warranty Deeds to said tracts have all been issued and put on record. We now, however, find that through an oversight on the part of office personnel we failed to reserve the mineral rights in Interladco as per our prior agreement and understanding.

To fragment mineral rights into tiny tracts would be very undesirable and it is therefore most important that we correct this error for the good of the company and its stockholders, including you. The minerals would be next to valueless as regards future leasing is concerned if not corrected.

We are therefore asking that each of you acknowledge by signing in the space provided below, that you know the above is true and allow us to re-record your deeds with the addition of the following two paragraphs placed thereon.

"Reserving unto the Grantor, its successors and assigns all of the oil, gas, fissionable material and other minerals in the tract or tracts hereby conveyed with the right to explore for, develop and produce said minerals upon the payment of reasonable surface damages to the surface owner(s)."

"This re-recorded correction deed is placed of record for the purpose of reserving to the Grantor all of the minerals in the above described tract or tracts to properly reflect the prior agreement between the Grantor and Grantee(s) whereby the Grantor was to reserve all minerals under said property being conveyed."

Your consideration and indulgence in assisting us to correct this oversight will be greatly appreciated. Your early reply will allow us to get the deed(s) to you at the earliest practical time along with a Title Insurance Policy.

Our sincere thanks for your time and trouble.

Very truly yours,

INTERLADCO, Inc.

By Warren A. Stobbe
Warren A. Stobbe, President

ACKNOWLEDGEMENT:

The above properly reflects the prior agreement between Interladco, Inc. and the subscribers regarding the purchase of tracts in the Little Piney Estates, First Filing, and I (We) hereby consent to the change on my (our) deed(s) as outlined above.

MARCH 15, 1974
Date

X Albert L. Groves
Albert L. Groves