

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3606(c).

COPY
COPY

PROPERTY

STATE OF WYOMING)
County of Johnson) ss.

STATE OF WYOMING }
COUNTY OF JOHNSON } ss 033661
This instrument was filed for recording on 11-13 1995
at 2:30 P.M. and was recorded in Book 86A-44 page
412-414 Fee \$ 10.
Deputy Robert Register or Deeds
Deputy

FIRST AMENDMENT
TO
PROTECTIVE AND RESTRICTIVE COVENANTS
FOR
MEADOWS SUBDIVISION
A SUBDIVISION IN JOHNSON COUNTY, WYOMING

THIS AMENDMENT, made and entered into this 6 day of Nov., 1995, by Clearrock Ranch Associates, of Johnson County, Wyoming, hereinafter referred to as "Declarant."

W I T N E S S E T H, THAT:

WHEREAS, Declarant is a 100 percent owner of certain property in Johnson County, Wyoming, which is more particularly described on the plat map as the same that is filed for record with the County Clerk and Recorder of Deeds for Johnson County, Wyoming, designated as the Meadows Subdivision; and,

WHEREAS, Declarant previously filed certain protective and restrictive covenants for Meadows Subdivision, dated September 18, 1995, and recorded on October 2, 1995, in Book 86A-44 at pages 329-336 in the office of the County Clerk of Johnson County, Wyoming.

NOW, THEREFORE, Declarant wishes to amend a portion of said protective and restrictive covenants as follows:

1.

Paragraph I, DESIGNATION OF LOTS, is hereby amended in its entirety to read as follows:

" The lots in Meadows Subdivision are hereby designated as follows:

- 1. Lots 1 through 11 - Residential
- 2. Lots 12 and 13 - Commercial."

2.

Paragraph VII, LIVESTOCK, is hereby amended in its entirety to read as follows:

" No animals of any kind, except for domestic pets, shall be allowed on any lot, EXCEPTING Lots 4 and 11, if commonly owned by the adjacent property owner to the

ROW 11/8/95

*which must be limited to 6 head on Lot, 13
west, and Lot 13, which lots may have horses, cattle/and domestic pets. In the event Lots 4 and 11 are not under common ownership of the adjacent property owner to the west, the original restriction of no animals, except for domestic pets, shall apply. Domestic pets shall not be allowed to remain loose within the Subdivision. The owner of each lot is required to keep domestic pets, horses and cattle within the confines of that lot."

3.

There are no further changes intended by this amendment and in all other respects Declarant hereby confirms and ratifies said Declaration of Protective and Restrictive Covenants for Meadows Subdivision, a subdivision in Johnson County, Wyoming.

IN WITNESS WHEREOF, the undersigned Declarant have hereunto set their hands this 6 day of November, 1995.

CLEAROCK RANCH ASSOCIATES:

Herman J. Batenhorst
HERMAN J. BATENHORST, Partner

Jerrold R. Henderson
JERROLD R. HENDERSON, Partner

Richard W. Douglass
RICHARD W. DOUGLASS, Partner

William R. Peters
WILLIAM R. PETERS, Partner

Adam G. Hartman
ADAM G. HARTMAN, Partner

Raymond O. Wright
RAYMOND O. WRIGHT, Partner

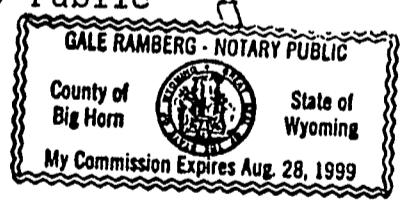
STATE OF WYOMING)
County of Big Horn) ss.

The foregoing instrument was acknowledged before me by HERMAN J. BATENHORST, JERROLD R. HENDERSON, ADAM G. HARTMAN and WILLIAM R. PETERS Partners of Clearock Ranch Associates, this 6 day of November, 1995.

Witness my hand and official seal.

Gale Ramberg
Notary Public

My Commission Expires: Aug 28, 1995



STATE OF WYOMING)
County of Laramie) ss.

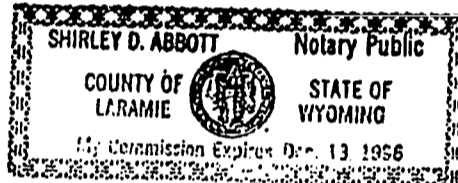
The foregoing instrument was acknowledged before me by RICHARD W. DOUGLASS, Partner of Clearrock Ranch Associates, this 3rd day of Nov., 1995.

Witness my hand and official seal.

Shirley D. Abbott
Notary Public

My Commission Expires: 12-13-96

STATE OF WYOMING)
County of Johnson) ss.

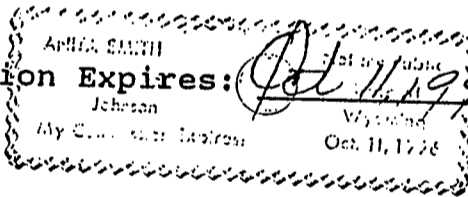


The foregoing instrument was acknowledged before me by RAYMOND G. WRIGHT, Partner of Clearrock Ranch Associates, this 7th day of November, 1995.

Witness my hand and official seal.

Arleta Smith
Notary Public

My Commission Expires: Oct 11, 1996



RESTRICTIVE COVENANTS
MEADOWS SUBDIVISION

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On Residential Lots, no building shall be erected, altered, placed, or permitted to remain on other than one single-family dwelling not to exceed two stories in height, and a private garage for not more than two cars, and one additional structure for storage or for housing animals within the limits of the covenants.

On Commercial Lots, the following uses shall be permitted:

1. Campground
2. Retail Business
3. Public Garage or Filling Station
4. Motels
5. Boat Storage
6. Restaurant
7. Any use as stated for Residential Lots above

No lot may be further subdivided or split in any manner without the approval of the Johnson County Board of County Commissioners for Johnson County, Wyoming.

II. DWELLING QUALITY AND SIZE

No dwelling shall be permitted on any lot herein designated as single-family residential with a ground floor area of the main structure (exclusive of porches, basements, and garages) which is less than 1200 square feet for a one story building or 1000 square feet for a dwelling of more than one story.

III. SETBACK REQUIREMENTS

No building or part thereof shall be located nearer than 20 feet to any lot line, street, or easement.

IV. NUISANCES

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

V. TEMPORARY STRUCTURES

No structures of a temporary character, trailer, basement, tent, shack, barn, or other out building shall be used upon any lot at any time as a residence, either temporarily or permanently, except that for a period of six months, temporary facilities may be placed upon any lot which shall be reasonable required convenient, or incidental to the construction of a permanent structure upon said lot.

RESTRICTIVE COVENANTS
MEADOWS SUBDIVISION

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VI. SIGNS

No signs of any kind shall be displayed to public view on any Residential Lot except one sign of not more than six square feet may be used to advertise the property for sale or rent, or signs being used by a builder or the developer, to advertise the property during the construction and sales period.

On Lot 13, the maximum size for a commercial sign shall be two hundred square feet.

On Lot 12, the maximum size for a commercial sign shall be forty-eight square feet.

VII. LIVESTOCK

No animals of any kind shall be allowed on any lot except for domestic pets. Domestic pets shall not be allowed to remain loose within the Subdivision. The owner of each lot is required to keep domestic pets within the confines of that lot.

VIII. GARBAGE AND REFUSE DISPOSAL

No lot shall be used and maintained as a dumping ground for rubbish and debris, nor shall any lot 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 not be kept except in sanitary containers. No burning of trash shall be allowed on any lot. Rocks, dirt piles, and construction debris shall be promptly removed from lots after construction of buildings.

IX. MOBILE HOMES

Mobile homes, as defined by Johnson County, are not permitted in the Meadows Subdivision as permanent dwelling units on any lot. Modular homes which meet the minimum size requirements are permitted, providing their transporting axles and apparatus are removed and the modular home is affixed to a permanent foundation.

X. PERIMETER ACCESS

No perimeter lot in the Subdivision shall be used at any time as a means of access from any of the streets or roads in the Subdivision to any other lands not included in the Subdivision.

XI. WATER SUPPLY

No provision is made in the Meadows Subdivision for a public or central domestic water source.

No individual water supply system shall be permitted on any lot in the Subdivision unless the system is located, constructed, and equipped in accordance with the requirements of state law, appropriate state agencies, and any regulations promulgated by Johnson County, provided further, that no well may be dug, drilled, or installed upon any lot unless it is cased and cemented for a minimum of ten feet from the surface and all intermediate aquifers pierced by the well are sealed above and below.

XII. SEWAGE DISPOSAL

No provision is made in the Meadows Subdivision for a public or central sewage disposal system.

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

XIII. UTILITIES AND EASEMENTS

Developers will supply an electrical "backbone" system furnishing electrical power to the lots. Construction and further distribution of power to home sites will be the responsibility of the individual lot owners. However, easements for the installation, repair, reinstallation, replacement, and maintenance of utilities are reserved as provided in the recorded plat of Meadows Subdivision. Said utility easements are hereby dedicated, granted, and conveyed to all public utilities and cable television suppliers, privately or publicly owned, now or hereafter providing utility and television services to Meadows Subdivision or any lot therein, and to the successors and assigns of said utility companies, each in common with others having a similar right, for the purpose of installing, repairing, reinstalling, replacing, and maintaining water, sewer, electrical, gas, communication, television, and other utility services.

XIII. UTILITIES AND EASEMENTS (cont)

Within these easements no structure, planting, or other permanent fixtures shall be placed or permitted to remain which may damage or interfere with the utility systems. The easement area of each lot shall be maintained by the owner of the lot except for those improvements for which a utility company is responsible. All utilities are to be underground whenever possible according to the requirements of the County Subdivision Regulations.

XIV. SUBDIVISION ROADS

The Meadows Subdivision Roads are dedicated to the Public use, however are not intended as County Roads and a part of the County Road System. Therefore, no public maintenance is proposed for the roads within the subdivision. The Meadows Subdivision Roads is the responsibility of the owners and residents of the subdivision. No Subdivision lot shall be allowed access to County Road 70. Access to lots will be only by way of Bobwhite or Meadowlark Drive. As a rural subdivision road, parking along the roads shall be discouraged by the owners and no extended parking shall be permitted within the road right-of-way.

XV. GENERAL CONDITIONS

Each of the conditions and covenants set forth above shall continue and be binding upon Declarant and upon their successors and assigns, and upon each and all parties and persons claiming under them for a period of ten years from the date hereof, and automatically shall be continued thereafter for successive periods of ten years each. It is, however, provided that the owners of not less than seventy-five (75) percent of the record fee title owners of lots subject to these covenants, may release all or any part of the land so restricted from any one or more of said restrictions with approval of the Johnson County Planning Commission and 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 Clerk of Johnson County, Wyoming. The recorded certificate of an abstracter doing business in Johnson County, Wyoming as to the record ownership of the property hereby restricted shall be deemed conclusive ownership thereof.

XVI. ENFORCEMENT

The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming under them shall be taken to hold, agree, and covenant with the owners of said lots, their successors, assigns, and with each of them, to conform to said restrictions. The purchase of any lot within Meadows Subdivision is taken as an assent to be bound by these covenants during the period of

RESTRICTIVE COVENANTS
MEADOWS SUBDIVISION

XVI.
ENFORCEMENT (cont)

ownership and to abide thereby. Declarant, or the owner of any of the lots shall have the right to sue for and obtain 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 Declarant or of the owner of any of the other 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 violations. Reasonable attorneys fees shall be recovered as required in any proceeding either to enjoin violation of the Declaration of Protective Covenants or to recover damages resulting from such violations. The violation of these restrictions shall not defeat nor render inviolate the lien of any mortgage or deed of trust made in good faith and for value.

XVII.
ENFORCEMENT BY 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 any lot owner 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 Covenants or to recover damages resulting from such violations. The purchase of any lot shall be taken as consent to pay costs and fees and the same shall be a lien on the land.

XVIII.
SEVERABILITY

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

RESTRICTIVE COVENANTS
MEADOWS SUBDIVISION

IN WITNESS WHEREOF, the undersigned being the Declarant herein,
have hereunto set their hands this 18 day
of September, 1994.

Herman J. Batenhorst
Herman J. Batenhorst

Richard W. Douglass
Richard W. Douglass

Adam G. Hartman
Adam G. Hartman

Jerrold R. Henderson
Jerrold R. Henderson

William R. Peters
William R. Peters

Raymond O. Wright
Raymond O. Wright

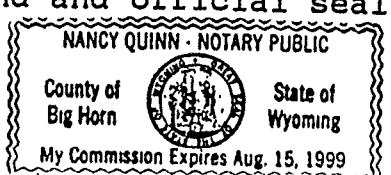
State of Wyoming)
County of Johnson)

The foregoing instrument was acknowledged before me by

Herman J. Batenhorst,
~~Richard W. Douglass,~~
Adam G. Hartman,
Jerrold R. Henderson,
William R. Peters,
~~Raymond O. Wright,~~

this 18th day of September 1994

Witness my hand and official seal.



Nancy Quinn
Notary Public

State of Wyoming)
County of Laramie)

The foregoing instrument was acknowledged before me this 13 day of Sept.
1995 by Richard W. Douglass. Witness my hand and official seal.

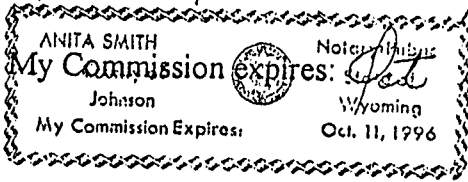


My Commission expires: 3/1/99

David H. Young
Notary Public

State of Wyoming)
County of Johnston)

The foregoing instrument was acknowledged before me this 27th day of September
1995 by Raymond D. Wright. Witness my hand and official seal.



Anita Smith
Notary Public

State of _____)
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____
199____ by _____. Witness my hand and official seal.

My Commission expires

Notary Public

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

RECORDED

STATE OF WYOMING }
COUNTY OF JOHNSON } SS 033661

This instrument was filed for record on 11-13 1995
at 2:30 P.M. and was duly recorded in Book 86A44 page
412-444 Sub & 10.5
Deputy Roberts Register of Deeds.
Deputy

STATE OF WYOMING)
County of Johnson) ss.

**FIRST AMENDMENT
TO
PROTECTIVE AND RESTRICTIVE COVENANTS
FOR
MEADOWS SUBDIVISION
A SUBDIVISION IN JOHNSON COUNTY, WYOMING**

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WHEREAS, Declarant previously filed certain protective and restrictive covenants for Meadows Subdivision, dated September 18, 1995, and recorded on October 2, 1995, in Book 86A-44 at pages 329-336 in the office of the County Clerk of Johnson County, Wyoming.

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1. Lots 1 through 11 - Residential
2. Lots 12 and 13 - Commercial."

2.

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