

8. OUTBUILDINGS AND TEMPORARY STRUCTURES

No structure of a temporary character, including a mobile home, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any ten acre estate as a residence except for a period not to exceed eighteen months during construction of a permanent dwelling.

9. LIVESTOCK

Each ten acre estate shall keep all livestock and pets owned or controlled by the owner of the estate on the estate lands. However, the developer of the Mountain Top Estates grazes the surrounding Bureau of Land Management lands and shall not be required to fence any ten acre estate. The ten acre estate owner may fence his own tract if he wishes to do so.

10. GARAGE AND REFUSE DISPOSAL

No estate shall be used or maintained as a dumping ground for rubbish of any type and no rubbish, garbage or abandoned vehicles or discarded property shall be permitted to accumulate upon an estate. Estate owners shall comply with regulations of the Wyoming Environmental Quality Act or other applicable state law.

11. AMENDMENTS

The covenants and conditions hereof may be amended, modified or altered at any time by the consent of sixty percent (60%) of the owners of the ten acre tracts and the written consent of the Johnson County Commissioners. Each ten acre tract in the Mountain Top Estates shall be accorded one vote. For purposes of amending these covenants, the original owners of the estates shall not be entitled to vote until 2/3rds of the estates have been sold.

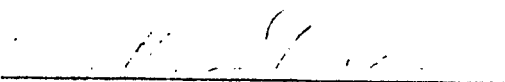
12. ENFORCEMENT

Enforcement of the covenants and restrictions herein shall be by maintaining an action in law or in equity against any person, corporation or other entity violating or attempting to violate any of the covenants herein and maybe maintained by the developers or by any other owner of an estate. The Board of Johnson County Commissioners at their discretion can enforce the covenants and restrictions herein.

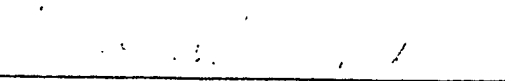
13. SEVERABILITY

Invalidation of any one or more of the covenants or conditions hereof by a court judgement or order shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

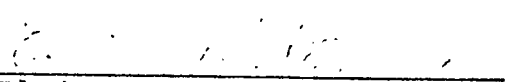
IN WITNESS WHEREOF this declaration of restrictive covenants is executed on this _____ day of _____, 1978.



Roy H. Guess - Owner



Frank D. Stewart - Owner



Elaine R. Stewart - Owner

STATE OF WYOMING)
)
COUNTY OF JOHNSON) SS.

The foregoing instrument was acknowledged before me by Roy H. Guess, Frank D. Stewart and Elaine R. Stewart this 19 day of October, 1978.

Witness my hand and official seal.

[Handwritten Signature]
NOTARY PUBLIC

My commission expires: 9-1-81