

RESTRICTIVE COVENANTS
OLD WEST ACRES

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I.
DESIGNATION OF LOTS

The lots in Old West Acres Minor Subdivision are hereby designated as follows:

1. Lots 1 through 4 - Residential

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 three cars, and one additional structure for storage, housing animals or a combination thereof within the limits of the covenants.

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 30 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.

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V.
TEMPORARY STRUCTURES

No structures of a temporary character, camper, basement, tent, shack, barn, or other out building shall be used upon any lot at any time as a permanent residence, 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 permanent structure upon said lot.

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 construction and sales period.

VII.
LIVESTOCK

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. Only two farm animals shall be allowed per lot, NO Swine.

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

No mobile homes or manufactured homes or modular homes etc... are allowed.

X.
WATER SUPPLY

No provision is made in the Old West Acres 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 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.

XI.
SEWAGE DISPOSAL

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

All individual sewage disposal systems shall be of the closed system or evapotranspiration type 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 proper agencies prior to the actual construction of any system.

XII.
APPROACH MAINTENANCE

The owners of lots 2 and 3 in Old West Acres, shall be responsible for the general maintenance of their respective approach.

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XIII
GENERAL CONDITIONS

Each of the conditions and covenants set forth above shall continue and be binding upon Declarants 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, or may change or modify any one or more of said restrictions with the approval of the Johnson County Planning Commission and the Johnson 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 abstractor doing business in Johnson County, Wyoming as to the record ownership of the property hereby restricted shall be deemed conclusive ownership thereof.

XIV.
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 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 Old West Acres Subdivision is taken as an assent to be bound by these covenants during the period of ownership and to abide thereby. Declarants, 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 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 or 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.

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XV.
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 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.

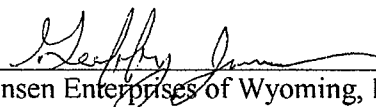
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XVI.
SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way or manner affect any of the provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, have hereto set his hand this 11th day of March, 2002.



Jensen Enterprises of Wyoming, LLC

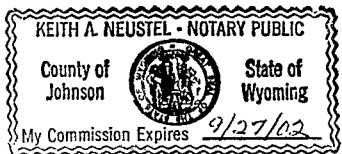


Tift Family Trust

STATE OF WYOMING)
)
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me this 11th day of March, 2002 by Jensen Enterprises of Wyoming, LLC and Tift Family Trust.

Witness my hand and official seal





Notary Public

EXHIBIT "A"

OLD WEST ACRES SUBDIVISION

A tract of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18, T51N, R82W, of the 6th P.M., Johnson County, Wyoming, said tract of land being more particularly described as follows:

Commencing at the Southwest corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 18, said Southwest corner being the true point of beginning of said tract of land;

thence N00°30'00"E along the West line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 18 a distance of 682.28 feet to a point;

thence N90°00'00"E a distance of 319.23 feet to a point;

thence S00°30'00"W a distance of 235.81 feet to a point;

thence N89°58'33"E a distance of 959.30 feet to a point, said point lying on the centerline of Johnson Creek Road and, said point being the point of beginning of a non-tangent circular curve to the right having a radius of 1744.02 feet, the bearing to the radius being S77°26'20"W;

thence along said centerline of said Johnson Creek Road and along said non-tangent circular curve to the right, through a central angle of 3°48'03" a distance of 115.69 feet to the point of ending of said non-tangent circular curve to the right;

thence continuing along said centerline of said Johnson Creek Road, S08°45'37"E a distance of 96.51 feet to a point, said point lying on the East line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 18;

thence along said East line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 18 a distance of 255.55 feet to a point, said point being the Southeast corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 18;

thence N89°13'40"W along the South line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 18 a distance of 1314.97 feet to the true point of beginning.

Said tract of land containing 15.41 acres, more or less.

EXHIBIT "B"
Disclosure Statement
Old West Acres Subdivision
Johnson County, Wyoming

1. **Water Supply:** All on-site water wells shall be permitted by the Wyoming State Engineers Office, 4E Herschler Building, Cheyenne, WY 82002-0370 and shall conform to any and all State regulations.
2. **Sewage System:** All on-site septic sewage systems shall be permitted by the Johnson County Sanitarian and shall conform to all applicable Wyoming Department of Environmental Quality Rules and Regulations.
3. **Covenants:** Recorded Covenants are on file in the Office of the Clerk of Johnson County, Wyoming, 76 North Main Street, Buffalo, Wyoming.
4. **Homeowners Association:** No Homeowners Association has been formed.
5. **Garbage Disposal:** The nearest landfill is at 284 TW Road and is presently owned and operated by the City of Buffalo. Information on fees can be obtained at the Buffalo City Hall, 46 North Main Street, Buffalo, WY 82834. Privately owned garbage collection is available to Johnson County residents.
6. **Fire Protection:** Johnson County provides a volunteer fire department. The Johnson County Fire Control building is located at 314 Railroad Avenue, Buffalo, Wyoming. For information contact the Johnson County Commissioners Office, 76 North Main Street, Buffalo, WY 82834.
7. **Flooding:** No land within this subdivision is subject to stream and/or creek flooding.
8. **Zoning:** Zoning is governed by the Covenants and is Residential.
9. **Postal Service:** The nearest Post Office is located at 193 South Main Street, Buffalo, Wyoming.
10. **Surface Water Rights:** Any surface water rights will remain with the land.
11. **Utility Providers:**
 - A. Telephone: Quest Corporation
3401 South Douglas Hwy.
Gillette, WY 82718
 - B. Electric: Powder River Energy Corp
P.O. Box 930
Sundance, WY 82729
12. **Approaches:** Any damage that may occur to the County Road as determined by the Johnson County Road and Bridge Foreman from ingress and egress by the Owners of Lots 2 & 3 shall be the responsibility of said Owners and, said Owners shall be responsible for paving the approach from the edge of the County Road to the property line.