

permitted so long as the number, type, or habitat of the animal does not become offensive or a nuisance to the neighborhood.

V.
Perimeter Access

The lots in the Subdivision shall not be used at any time as a means of access from Wyoming Highway 196 (Old Highway 87) to any other lands not included in the Subdivision.

VI.
Water Supply

NO PROVISION IS MADE IN THE SANDVICK SUBDIVISION FOR PUBLIC OR CENTRAL DOMESTIC WATER SOURCE.

No individual water supply system shall be permitted on the lots in the Subdivision unless the system is located, constructed, and equipped in accordance with the requirements of State of Wyoming laws, appropriate State of Wyoming agencies adopted rules and/or regulations, and rules and/or regulations promulgated by Johnson County. Provided further, no well may be dug, drilled, or installed upon the lots unless it meets all requirements of the State of Wyoming for well drilling and installation. All wells must be registered with the Wyoming State Engineers Office according to their duly adopted rules and/or regulations.

In the event the Owner of any lot connects to the Town of Kaycee, Wyoming, water distribution system, the Owner shall meet all requirements of the Town of Kaycee, Wyoming, and any State of Wyoming Department of Environmental Quality adopted rules and/or regulations pertaining to connections to a public water supply.

VII.
Sewage Disposal

NO PROVISION IS MADE IN THE SANDVICK SUBDIVISION FOR CENTRAL SEWAGE DISPOSAL SYSTEMS.

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 Wyoming State law, appropriate Wyoming State agencies adopted rules and/or regulations, and rules and/or regulations promulgated by Johnson County. Approval in the form of a Permit to Construct shall be obtained from the proper agencies prior to actual construction of any system.

VIII.
Disclosure Statement

A Disclosure Statement has been prepared as per Johnson County Subdivision Regulations and is attached to these Protective and Restrictive Covenants as Exhibit "B".

IX.
Pollution of Waters

In the interest of public health and sanitation and so that the land known as the Sandvick Subdivision and all other land in the same locality can be benefited by a decrease in the hazards of stream pollution and by protection of water supplies, recreation, wildlife, and other public uses thereof, the Declarants and/or Owners of any lot will not use or permit the use of the above described property for any purpose that will result in the degradation of these uses nor allow pollution of any stream, lake or body of water within the Subdivision.

No alterations shall be made to the banks of any stream, lake or pond which shall harm the natural aesthetics of the immediate area or which will permit the introduction of refuse, sewage, equipment, or other materials which might affect these uses or pollute the waters or otherwise impair the ecological balance of the surrounding lands.

X.
Garbage and Refuse Disposal

The lots shall not be used and/or maintained as a dumping ground for rubbish and debris, nor shall the lots 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 be kept in sanitary containers. Rocks, dirt piles, and construction debris shall be promptly removed from the lot after construction of buildings.

XI.
Approaches

Prior to the construction of any new approaches to any lot, approval in the form of an Approach Permit shall be obtained from the Wyoming Department of Transportation.

XII.
Irrigation Ditches

Owner of Lot 2 shall not be allowed to use water from existing irrigation ditches shown on the Plat without a water right. If a lot owner constructs a road over any existing irrigation ditch, a pipe or bridge shall be installed which allows twice the appropriated flow. Also, the lot owner shall be liable for the maintenance or any damages caused by the pipe or bridge.

No building shall be erected within the 30' Ditch Easement.

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 of them and all parties and persons claiming under them for a period of ten (10) years from the date hereof, and automatically shall be continued thereafter for successive periods of ten (10) years each. It is however provided that the Owner of any lot subject to these covenants, may release all or any part of the land so restricted from any one or more of said restrictions only with the approval of 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 County Clerk for 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 evidence of 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 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 the Sandvick 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 lot shall have the right to sue for and obtain an 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 Declarants or of the Owner of any lot 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 violation. Reasonable attorneys fees shall be recovered as required in any proceeding either to enjoin violation of the Declaration of Protective and Restrictive Covenants or to recover damages resulting from such violation. 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.

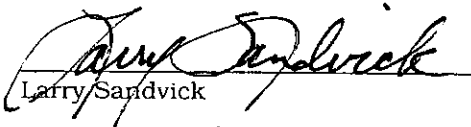
XV.
Enforcement by Johnson County

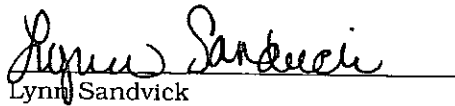
Any of the covenants, restrictions, or conditions contained herein which may, in the sole discretion of the Johnson County Board of County Commissioners be in the public interest, may at the sole discretion of the Johnson County Board of County Commissioners be enforced in the same manner and upon the same terms and conditions as the lot owners 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 and Restrictive Covenants or to recover damages resulting from such violation. 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.

XVI.
Severability

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

IN WITNESS THEREOF, the undersigned being the Declarants herein, have hereunto set their hands this 13th day of March, 2003.

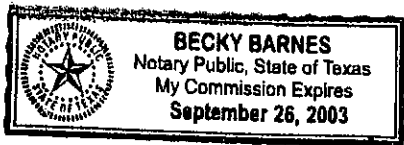

Larry Sandvick


Lynn Sandvick

STATE OF Texas
COUNTY OF Harris)ss

The foregoing instrument was acknowledged before me by Larry Sandvick and Lynn Sandvick this 13th day of March, 2003.

Witness my hand and official seal.




Notary Public

My Commission Expires: _____

EXHIBIT "A"
SANDVICK SUBDIVISION
BOUNDARY DESCRIPTION

A tract of land located in the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 1, T43N, R82W, of the 6th P.M., Johnson County, Wyoming, said tract of land being more particularly described as follows:

Commencing at an existing iron pipe marking the East $\frac{1}{4}$ corner of said Section 1, said existing iron pipe being the true point of beginning of said tract of land;

thence S00°00'54"E (Record S00°20'13"W) along the East line of said Section 1 a distance of 483.36 feet (Record 449.53 feet) to a point, said point lying on the westerly right-of-way line of Wyoming State Highway 196 (Old Hwy. 87);

thence along said westerly right-of-way line of said Wyoming State Highway 196 (Old Hwy. 87), S24°43'05"W (Record S24°39'32"W) a distance of 1459.19 feet to a point;

thence N65°16'55"W (Record N65°20'28"W) a distance of 287.15 feet (Record 287.09 feet) to a point, said point lying on the easterly right-of-way line of Interstate Highway No. 25;

thence along said easterly right-of-way line of said Interstate Highway No. 25, N21°33'07"E (Record N21°29'01"E) a distance of 998.67 feet to a point;

thence continuing along said easterly right-of-way line of said Interstate Highway No. 25, N31°06'23"E (Record N31°04'21"E) a distance of 887.86 feet (Record 887.52 feet) to a point;

thence S89°40'35"E (Record S89°48'50"E) a distance of 45.33 feet (Record 64.38 feet) to the true point of beginning of said tract of land.

Said tract of land containing 12.21 acres, more or less.

Basis of Bearing being N31°06'23"E between Interstate Highway No. 25 existing median monuments at Station 138+84.70 and Station 182+06.39.

EXHIBIT "B"
Disclosure Statement
Sandvick 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 and shall conform to any and all State of Wyoming adopted rules and/or regulations.

Connection to the Town of Kaycee, Wyoming, public water source shall conform to all requirements of the Town of Kaycee, Wyoming, and any Wyoming Department of Environmental Quality adopted rules and/or regulations pertaining to connecting to a public water source.

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 adopted rules and/or regulations.
3. **Covenants:** Recorded Protective and Restrictive 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 located just east of Kaycee, Wyoming, and is owned and operated by the Town of Kaycee, Wyoming. Information pertaining to the operation and/or fees associated with the landfill can be obtained at the Kaycee Town Hall located at 268 Nolan Avenue, Kaycee, Wyoming.
6. **Fire Protection:** Johnson County provides a volunteer fire department. The Fire Control Building is located in Kaycee, Wyoming.
7. **Flooding:** No land within this Subdivision is subject to stream and/or creek flooding.
8. **Zoning:** Zoning is governed by Protective and Restrictive Covenants and is zoned Commercial and/or Residential.
9. **Postal Service:** The nearest Post Office is in Kaycee, Wyoming.
10. **Surface Water Rights:** No surface water rights exist on the land.
11. **New Approaches:** Any new approaches will require an access permit from the Wyoming Department of Transportation prior to construction.
12. **Ditch Easement Building Restrictions:** No building shall be erected within the 30' Ditch Easement.

13. **Utility Providers:**

A. Telephone: RT Communications
P.O. Box 506
Worland, WY 82401

B. Electric: Powder River Energy Corp.
P.O. Box 930
Sundance, WY 82729