

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).

STATE OF WYOMING } ss 036008
COUNTY OF JOHNSON }

STATE OF WYOMING)
COUNTY OF JOHNSON) ss
TO THE PUBLIC:

This instrument was filed for record on 2-21-96
at 1:50 M. and was recorded on 8644 page
641-651 fee \$ 26.00
[Signature] Registered in Deeds
by _____ Deputy

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
FOR
TRABING KNOLL SUBDIVISION

A SUBDIVISION IN JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set forth by Carl W. McClellan; Robert G. Lau and Genevieve Lau, of Johnson County, Wyoming, hereinafter referred to as "Declarants";

WITNESSETH

WHEREAS, Declarants are the owners of certain property in Johnson County, State of Wyoming, which is more particularly described upon the plat map as the same that is filed for record with the County Clerk and Recorder of Deeds for Johnson County, Wyoming, in connection with the Subdivision designated as Trabing Knoll Subdivision, situate in Johnson County, Wyoming, as the same as is described in Exhibit "A" attached hereto and incorporated herein by reference, and;

WHEREAS, Declarants desire to place certain restrictive and protective covenants with the lots which comprise the Trabing Knoll Subdivision for the betterment of the health, safety, and welfare of the owners and occupants of said lots;

NOW THEREFORE, Declarants hereby declare that all of the property described within the attached EXHIBIT "A" shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of all of the lots comprising Trabing Knoll Subdivision and hereby specifying that these declarations shall constitute covenants not merely personal, but covenants the benefits and burdens of which run with all of the land and binding upon all parties having any right, title, or

interest in the land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of land in the Trabing Knoll Subdivision.

I.

DESIGNATION OF LOTS

The lots in Trabing Knoll Subdivision are hereby designated as follows: Lot 1 and Lot 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height, a private garage for not more than three cars, and additional structures for storage or for housing animals within the limits of these 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 1,200 square feet for a one story dwelling or 1,500 square feet for a dwelling of more than one story.

All improvements, dwellings, garages, buildings, or other structures shall be constructed with quality materials and workmanship by a reputable contractor capable of furnishing local references, and who is licensed to transact business in Wyoming and/or Johnson County if such licensure is required for their particular contract services. An owner of a lot may act as their own contractor for any of their own improvements, provided such event is lawful and does not violate any other provisions in these covenants.

No principal dwelling (excluding wells, septic systems, detached garages, other buildings, and fences) shall be permitted

on any lot at a cost of less than Sixty-Five thousand Dollars (\$65,000.00), based upon the cost of labor and materials prevailing on the date construction is commenced. Construction of the principal dwelling shall be completed within (1) one year of commencement of construction.

Exterior colors of all buildings shall not be bright or offensive and shall consist of earth-tone colors or soft pastel colors. No reflective materials or unpainted metal shall be used for exterior surfaces except for clear or tinted glass for room enclosures or as window or door enclosures. Solar energy panels may be erected as required, provided they do not cause unreasonable glare upon neighboring dwellings.

All dwellings, buildings, fences, and other improvements shall be maintained in good condition and repair at all times.

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 permanent residence, except that for a period of (12) twelve months temporary facilities may be placed upon any lot which shall be reasonably required, convenient, or incidental to the construction of a permanent structure upon said lot.

VI.

SIGNS

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

VII.

LIVESTOCK AND OTHER ANIMALS

No animals of any kind shall be raised or bred for commercial purposes where such purpose is apparent. No feedlot or slaughter operations shall be conducted on the premises. Ranch type or domestic animals are permitted so long as the number, type, or habitat of the animal(s) does not become offensive or a nuisance to the neighborhood. Dogs shall not be permitted to bark incessantly. Should two or more neighbors complain to any lot owner regarding any animal(s), then such owner is encouraged to take immediate corrective action to help alleviate any possible disturbances. Any animal that is kept outside the primary residence must have a suitable shelter or facility that is built with observance of the residential neighborhood and constructed with quality materials and workmanship. No ranch type or domestic animal shall be allowed to remain loose within the Subdivision. The owner of each lot is required to keep all animals for which they are responsible 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 are not allowed. Modular homes as defined by the City of Buffalo, Wyoming, Zoning Ordinance are allowed as long as they are factory new, installed by a reputable contractor, and they meet the minimum square footage requirements and construction costs stated in these covenants.

X.

PERIMETER ACCESS

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

Access to or from any roadways in the Subdivision to lands not included in the Subdivision, for which no provisions are made within these restrictive covenants, shall not be denied to adjacent land owners, provided however, that use of said roads shall be contingent upon a pro-rata contribution to road maintenance by such adjacent land owners.

XI.

WATER SUPPLY

NO PROVISION IS MADE IN THE TRABING KNOLL 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 TRABING KNOLL SUBDIVISION FOR A PUBLIC OR CENTRAL SEWAGE DISPOSAL SYSTEM.

All individual sewage disposal systems in the Subdivision shall be of the closed system type (ie. septic tank and leach field) or evapo-transpiration type 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

Provisions are made in the Trabing Knoll Subdivision for electric power lines for each lot. The construction or installation shall be the responsibility of the Subdivider, where all lots shall have electrical power available to a lot line at no additional cost to the owner of said lot. Easements for the installation, repair, reinstallation, replacement, and maintenance of utilities are reserved as provided in the recorded plat of Trabing Knoll 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 Trabing Knoll 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, communications, television, and other utility services.

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.

With the exception of the electrical service extension line which may or may not be installed above ground at the lot owners option, all other utilities are to be underground whenever possible and according to the requirements of the County Subdivision Regulations. Other easements of record go with the land.

XIV.

SUBDIVISION ROADS

NO PROVISION IS MADE IN THE TRABING KNOLL SUBDIVISION FOR THE PUBLIC MAINTENANCE OF STREETS OR ROADS. IN ORDER TO PROVIDE FOR MAINTENANCE, REPAIRS AND SNOW REMOVAL, THE OWNERS OF THE LOTS SHALL CONTRIBUTE EQUALLY AS PROVIDED BELOW.

Whenever maintenance, repairs or snow removal of the roadway within the Subdivision becomes apparent or whenever the lot owners determine the need for such services, then each of the lot owners shall contribute a monetary sum in order to facilitate any such maintenance, repair or snow removal, in the following manner.

Unless an act or negligence by a particular lot owner causes an adverse affect or damage to the roadway, where in such event the particular lot owner shall be solely responsible, the subdivision roadway shall be maintained equally by the subdivision lot owners.

No vehicles, trailers, trailer campers, truck campers, bus campers, and trailers, or any other vehicles shall be allowed to park on any roads within the Trabing Knoll Subdivision. Trabing Knoll Lane shall remain unobstructed for Fire and Police protection and medical emergency service.

XV.

NATURAL WATER COURSES

The laws of the State of Wyoming shall govern any modification of the existing water courses traversing the subdivision.

XVI

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 of them 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 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 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 abstractor doing business in Johnson County, Wyoming as to the record ownership of the property hereby restricted shall be deemed conclusive ownership thereof.

XVII.

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 Trabling Knoll Subdivision is taken as an assent to be bound by these covenants during the period of 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.

XVIII.

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 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.

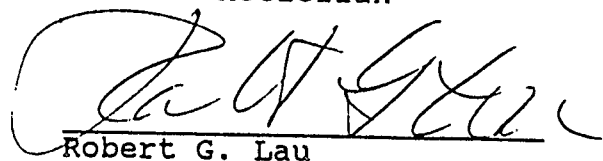
XIX.

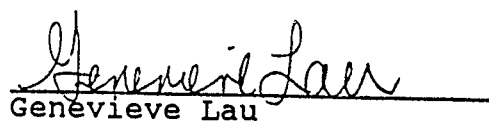
SEVERABILITY

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.

IN WITNESS WHEREOF, the undersigned being the Declarants herein, have hereunto set their hands this 16 day of February, 1996.


Carl W. McClellan


Robert G. Lau


Genevieve Lau

STATE OF WYOMING)
)
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me by Carl W. McClellan; Robert G. Lau and Genevieve Lau this 16 day of February, 1996.

Witness my hand and official seal.

Barbara A. Martin
Notary Public

My Commission expires:

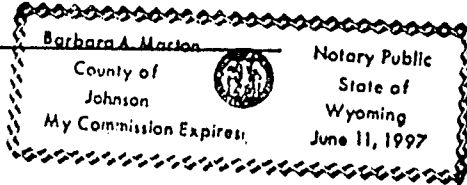


EXHIBIT "A"

Township 49 North, Range 81 West, 6th P.M.

Section 20: E1/2SW1/4SE1/4 and the SE1/4SE1/4

Section 29: NE1/4NE1/4, and that portion of the NW1/4NE1/4 and NE1/4NW1/4 lying east of that centerline of County Road #13, also known as Trabing Road, as it existed May 12, 1948.