

DECLARATION OF RESTRICTIVE COVENANTS

TRABING VIEW ACRES

This Declaration of Restrictive Covenants (hereinafter referred to as the "Covenants") is made by (Owner of record), (Ownership), as (Title Held as) (hereinafter referred to in these Covenants as "Declarant").

1. Declarant are the owners of a tract of land consisting of all of the (legal description), of the 6th P.M., Johnson County, Wyoming, being more particularly described on Exhibit A to these Covenants, attached hereto and by reference made a part hereof (hereinafter referred to as the "Tracts")
2. Declarant declare that the Tracts are and shall be in the future subject to these Covenants, and the Tracts shall be held, conveyed and encumbered subject to these Covenants; which Covenants shall run with the land subject to these Covenants and the land benefiting from these Covenants shall be binding on the owners of the Tracts; and which Covenants are declared to be for the purpose of enhancing, maintaining and protecting the appearance, attractiveness and value of the Tracts.
3. Declarant declare that these Covenants are for and inure to the benefit of the Tracts.
4. The Tracts may be divided one (1) time so long as the resulting Tracts are not less than ten (10) acres in size. Thereafter, neither of the resulting Tracts may be divided, split, re-subdivided or otherwise reduced in size, excepting that Tract boundary line adjustment or relocation between adjacent Tracts may alter the Tracts in size so long as no Tract is reduced to less than ten (10) acres in size.
5. The owners of a Tract may build one single family dwelling, one guest house as hereinafter defined and one barn, shop and one other outbuilding. For purposes of these Covenants, a "single family dwelling" shall be defined as a residence in which one family unit, and one family unit only, resides whether permanently or temporarily. A "guest house" shall be defined as a dwelling to be used for purposes of housing personal, nonpaying guests of the owner of the Tract, it being the intention of these covenants that the guest house shall be utilized for infrequent guests and visitors of the owner of the Tract, and not as a permanent single family dwelling or rental unit.

STATE OF WYOMING } of 058911
COUNTY OF JOHNSON }
This instrument was filed for recording on 5-12-1988
at 11:45 A.M. and was duly recorded on 5-12-1988 page
130-135 Fee \$ 16.00
Dorothy Tolbert Register in Deeds
by _____ Deputy

6. No Tract or building, or any portion thereof, shall be used for commercial, industrial, mining, drilling, manufacturing, except a home based business that consists of indoor light manufacturing, or other business purposes, excepting that a Tract may be used for agricultural purposes if the agricultural purposes are limited to reasonable grazing purposes or crop raising purposes only; the one single family dwelling on a tract may be rented if the rental is for single family residential purposes only; and the owners of a Tract may utilize a room or rooms in their dwelling, or other permitted building, as office space for business purposes.

7. No building or structure shall be moved on or placed on any Tract except a modular home or a double wide mobile home on a permanent foundation. It shall be construed to prohibit single wide mobile homes and trailers on any Tract. All single family dwellings, guest houses and outbuildings constructed on any Tract shall be of new construction.

8. No trailer, tent, shack, mobile home, trailer home, or any other structure of a temporary or mobile home nature shall be used as a place of residence or habitation on any Tract, except that a modern camper trailer in good condition and appearance, may be occupied by the owner of any Tract, during construction of a single family residence for not longer than eighteen (18) months from the start of construction of that single family residence.

9. The single family dwelling allowed to be constructed on a Tract shall contain no less than eight hundred (800) square feet enclosed, finished living space. The term "enclosed, finished living space" as used herein shall mean the total enclosed area within the single family dwelling, excluding basements, garages, terraces, decks, patios and open porches.

10. All single family dwellings, guest houses and outbuildings shall be designed to blend with, enhance and preserve the natural surroundings and character of the Tracts and surrounding landscape. Metal building materials are permissible, provided such metal material is not reflective.

11. The exterior of all single family dwellings and guest houses must be completed within twelve (12) months after the commencement of construction except where such completion is impossible or would result in undue hardship to the owner or builder due to strikes, fires, national emergency or natural calamities, and, in the event of undue hardship, shall be diligently pursued to either completion or removal.

12. In the event any structure on a Tract is destroyed either wholly or partially by fire or other casualty, such structure shall be promptly rebuilt or remodeled to conform with these Covenants, or all remaining portions of the structure, including foundations, and all debris, shall be promptly removed from the Tract.

13. All structures shall be set back at least fifty (50) feet from the property lines of the Tracts.

14. No trash, brush piles, rubbish, junk, inoperative vehicles of any kind or other unsightly materials or waste shall be collected, placed or permitted to remain on any Tract.

15. No noxious or offensive activity shall be allowed or carried on upon any Tract, nor shall there be allowed any plants, animals, devices or other things which are in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish the use and enjoyment of the Tracts.

16. No excavation for stone, sand, gravel or earth may be made on any Tract, except for such excavation as may be necessary in connection with the erection of a permitted building thereon.

17. These Covenants may hereafter be amended, modified, or repealed only by the written consent of all of the record owners of lands now owned by Grantor and Adjacent Lands further described attached hereto and by reference made a part hereof. This written consent of the record owners above described, to be effective, shall be recorded in the Office of the County Clerk, Johnson County, Wyoming.

18. In the event that any one of the restrictions set forth in these Covenants or any part thereof, shall hereafter be held by any court of competent jurisdiction to be null and void, all remaining provision of these Covenants shall be continued unimpaired and in full force and effect.

19. The owner of any land to be benefited by these Covenants shall be entitled to enforce these Covenants. No delay or omission on the part of the owner of any land to be benefited by these Covenants in enforcement of these Covenants shall be construed as a waiver of the right to enforce these Covenants or as acquiescence in any violation of these Covenants.

20. In the event any controversy, claim, dispute or litigation should arise with regard to enforcement of these Covenants, the prevailing party shall be entitled to recover from the other party such reasonable expenses, costs, and attorneys' fees incurred in connection therewith.

IN THE WITNESS WHEREOF, this Declaration of Restrictive
Covenants is executed this 6TH day of MARCH

DECLARANTS:

Ellis Elsom
Name

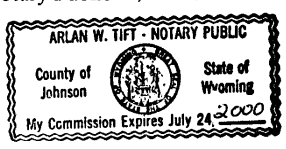
Name

STATE OF WYOMING)
) ss.
County of Johnson)

The foregoing instrument was acknowledged before me on the 6TH
day of MARCH, 1998 by By Ellis Elsom
Witness my hand and official seal.

[Signature]
Notary Public

My Commission expires: 7/24/2000



TRABING VIEW ACRES

April 20, 1998

Beginning at the southwest corner of Section 18, T.47 N., R.81 W.; Thence N.0°00'55"E. along the west line of said Section 18 a distance of 2646.26 feet to the west quarter corner; Thence N.88°50'43"E. along the east-west center line of said Section 18 a distance of 1434.18 feet to a point on the center line of County Road No. 146 (AKA Trabing Road; Thence S.49°04'04"E. along said center line a distance of 1770.58 feet; Thence S.48°42'58"E. along said center line a distance of 1531.20 feet; Thence S.49°09'00"E. along said center line a distance of 470.89 feet; Thence S.45°09'49"E. along said center line a distance of 180.27 feet; Thence S.34°43'28"E. along said center line a distance of 192.88 feet; Thence S.32°22'20"E. along said center line a distance of 999.34 feet; Thence S.88°57'03"W. a distance of 3615.91 feet to an existing fence line; Thence N.38°12'36"W. along said fence line a distance of 426.04 feet; Thence N.87°17'34"W. along said fence line a distance of 1152.87 feet to a point on the west line of Section 19; Thence N.0°05'10"E along said west line of Section 19 a distance of 576.87 feet to the point of beginning containing 274.21 acres all lying in the NW1/4SE1/4, SW1/4, S1/2SE1/4 in Section 18 and the N1/2N1/2 of Section 18,

