DECLARATION OF PROTECTIVE COVENANTS

The undersigned, Remount Ranch Corporation, being the owner in fee simple of the following described property situate in Laramie County, Wyoming, to-wit: All of Remount Pines, a sub-division, being a part of Sections 17 and 20, T. 13 N., R. 67 W., of the 6th Principal Meridian, Laramie County, Wyoming, as the same appears upon the official plat of said sub-division which is of record in the office of the County Clerk and Ex-officio Register of Deeds in and for Laramie County, State of Wyoming, does hereby make this declaration of protective covenants applicable to all of said described property:

1. No lot shall be used for anything other than for residential purposes. The lots in this subdivision, and all buildings and structures thereon, shall not at any time be used for the purpose of any trade, business or manufacture.

2. The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby secure to each lot owner the full benefit and enjoyment of his dwelling, and to insure the same advantages to other lot owners. Anything tending to detract from the attractiveness and value of the property for residence purposes will not be permitted.

3. Nothing but a single, private dwelling or residence, designed for the occupancy of one family, shall be erected on any lot in this subdivision, except that each dwelling or residence may have one attached or detached garage for not more than two cars, and may have an outdoor toilet structure; provided that, if water facilities are made available to the owner of any dwelling or residence, then all outdoor toilet facilities will be removed within one year thereafter and all lavatories and/or toilets shall be built indoors and connected with an outside septic tank or cesspool, or other sanitary sewer disposal system.

4. No dwelling or residence shall exceed two stories in height, and the ground floor area of the dwelling shall be not less than 600 square feet in the
case of a one-story structure, and shall not be less than 400 square feet in the case of a two-story structure.

5. No dwelling, residence or other building shall be constructed, the outside walls of which are faced with any materials other than brick or mortar, native stone, peeled logs, wood, glass, or a combination of said materials. The use of all other construction materials is expressly prohibited, provided, however, that this restriction may be waived in writing by the Architectural Control Committee, if, in their sole discretion, other construction materials do not interfere with the general design and appearance of the natural surroundings and existing structures in the area.

6. No residence, dwelling or building shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design, general appearance conducive to the natural surroundings, compliance with these covenants and location with respect to topography, finish grade elevations and lot lines.

7. No residence, dwelling or building shall be located on any lot nearer than 45 feet to the front lot line or nearer than 10 feet to any side road line, and no building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. In the event that a house is turned on a corner lot to face the side road, the setback line at the front of the lot shall be 5 feet greater than the setback of the adjoining house, and the setback line on the side road shall be 25 feet. For the purpose of this covenant, eaves and steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The restrictions
contained in this paragraph may be waived in writing by the Architectural Control Committee, if, in their sole discretion, it is difficult or impossible to erect a residence, dwelling or building within the setback lines as herein provided.

8. The Architectural Control Committee shall be composed of three persons designated and appointed by the Remount Ranch Corporation, a Wyoming Corporation. Said Remount Ranch Corporation hereby designates and appoints John C. Knox, Carol E. Knox and Jerry J. Berger, Jr. to serve on said Architectural Control Committee. In the event of the death, resignation, or termination of the appointment of any member of the committee, the Remount Ranch Corporation shall have the authority to designate and appoint a successor. At any time after fifteen (15) years from the date hereof, the then owners of a majority of the lots shall have the power to, and may through a duly recorded instrument, change the membership of the committee, or change, modify or terminate these covenants as hereinafter provided.

9. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of fifteen years from the date hereof, after which time said covenants shall automatically be extended for successive periods of fifteen years, unless an instrument to change, modify, or terminate said covenants in whole or in part, signed by a majority of the then owners of the lots, is recorded.

10. Approval of the Architectural Control Committee, as required by these covenants, shall be in writing and shall be given or refused by the committee within thirty (30) days after plans, specifications and lot plan have been submitted. Failure to so act within thirty days shall be deemed an approval. Requests for waivers of certain covenants, as herein permitted, must be submitted in writing to the committee, and waiver of same must be in writing and signed by the committee.

11. No dwelling, residence or building shall be moved from a point
without this subdivision to a point within this subdivision without the written approval of the Architectural Control Committee, notwithstanding the fact that said dwelling, residence or building may in all respects comply with the covenants herein.

12. No trailer, basement, tent, garage, or other building shall be used as a residence, temporarily or permanently, nor shall any house trailer be permitted to remain on any lot.

13. No person shall be allowed to keep, breed or raise chickens, turkeys, horses, cows, cattle, sheep, or other domestic or farm animals on any lot. This restriction shall not be construed to prohibit any person from keeping cats, dogs or other household pets on any lot, providing they are not kept, bred or raised for commercial purposes.

14. No noxious or offensive activity 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 or to the occupants of adjoining lots.

15. The Remount Ranch Corporation, or its successors, and every person hereinafter having any right, title or interest in any lot in this subdivision shall have the right to prevent or stop the violation of any covenant herein, by injunction or other lawful procedure, and to recover any damages resulting from such violation.

16. In the event that any covenant or restriction contained herein, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant or restriction.

IN TESTIMONY WHEREOF, REMOUNT RANCH CORPORATION, a Wyoming corporation, has caused this instrument to be executed by its President and attested by its Secretary, and its Corporate Seal affixed thereto this _lot_ day of March, 1962.

REMTOUNT RANCH CORPORATION

By John C. Knox, President

Secretary
THE STATE OF WYOMING  )  
COUNTY OF LARAMIE  )  SS.

On this 1st day of July, 1962, before me personally appeared JOHN C. KNOX, to me personally known, who being by me duly sworn, did say that he is the President of REMOUNT RANCH CORPORATION and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said John C. Knox acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 1st day of July.

[Signature]
Notary Public

My commission expires June 6, 1965.
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Remount Ranch Corporation on May 1, 1962, did make a certain Declaration of Protective Covenants which was recorded May 3, 1962, at Book 731, Page 9 of the Official Records of Lumina County, Indiana:

WHEREAS, by virtue of said Declaration of Protective Covenants the said Remount Ranch Corporation did reserve to itself the right of control and designation of the Architectural Control Committee established thereunder and:

WHEREAS, the said Remount Ranch Corporation has now transferred and conveyed all of its interest, being an interest in and to the property, improved and unimproved, at 317 Remount Place Division B, Morgan County, Indiana, to Morgan County Implement Company, Incorporated, of Morgan County, Indiana:

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the said Remount Ranch Corporation does hereby assign, transfer and give over unto Morgan County Implement Company all of its right to designate and control the appointment of members of the Architectural Control Committee set forth in said Declaration of Protective Covenants.

The Remount Ranch Corporation does also hereby terminate the appointment of John C. Knox, Carol C. Knox and Jerry J. Berger, Jr., as members of the Architectural Control Committee, and in their place and stead, and until a further appointment is made by the said Morgan County Implement Company, designates Aronel M. Trautwein to serve as the above-mentioned control committee.

Dated this 6th day of July, 1962.

Remount Ranch Corporation

By /s/ John C. Knox, President

By /s/ James Butler, Secretary
STATE OF WYOMING
COUNTY OF LARAMIE

Acknowledged: J.J. 1, 1999, by the above named lessee
of Remount Ranch Corporation representing the firm and associates
of said corporation.

[Signature]

Registration expires: July 10, 1965

FIRST AMERICAN