

A REPLAT OF
 TRACTS NO. 1, 2, 15 & 16, SWINGLE RANCH TRACTS
 AS
 "DOUGLASS SUBDIVISION"
 A SUBDIVISION OF A PORTION OF
 THE N1/2 SW1/4, SECTION 24
 TOWNSHIP 33 NORTH, RANGE 80 WEST
 SIXTH PRINCIPAL MERIDIAN
 NATRONA COUNTY, WYOMING
 SCALE: 1"=100'

CERTIFICATE OF DEDICATION

THINK-BIG INVESTMENT CLUB and WILLIAM R DOUGLASS SR, are a partnership.
 Arlin A Schmitt and HE LEBOW, individuals, hereby certify that they are the owners and proprietors of those certain lands included in and set forth by the foregoing plat of parts of Tracts 1, 2 and 16 and all of Tract 15, Swingle Ranch Tracts, a subdivision of a part of the S1/2, Section 24, Township 33 North, Range 80 West of the Sixth Principal Meridian, Natrona County, Wyoming, said lands as included in this plat are more particularly described by metes and bounds as follows to wit:

Commencing at the northwest corner of said Swingle Ranch Tracts and also the S1/2, Section 24 of said Township thence along the westerly line thereof 5 0°10'32"W, 486.14 feet to an intersection with and a point in the southeasterly Right-of-Way line of Wyoming State Highway No. 220, thence along said Right-of-Way line N 70°19'10"E, 269.97 feet to a point in the westerly line of the E1/2 of said Tract 2, Swingle Ranch Tracts, said point marking the Point of Beginning and northeast corner of the Parcel and Subdivision being described.
 Thence from the northwest corner of said Parcel and Point of Beginning and continuing along said Right-of-Way line and northwest line of said Subdivision N 70°19'10"E, 629.46 feet to a Highway 220 intersection defined as PT Station 27+73.47, thence along said Right-of-Way line and the arc of a true curve to the left having a radius of 187.48 feet and through a center angle of 3°28'07", 355.94 feet to an intersection with and a point in the easterly line of said Tract 6, Swingle Ranch Tracts, thence S 40°57'30"W, 272.65 feet to the southeast corner of said Tract 15, Swingle Ranch Tracts, S 0°12'27"W, 606.59 feet to the southeast corner of said Tract 2, Swingle Ranch Tracts, N 89°53'43"W, 628.97 feet to a point in the southerly line of said Roadway and also the wide Roadway as set forth by the Plat of Swingle Ranch Tracts, N 89°53'55"W, 400.00 feet to a point in the westerly line of said Roadway and also the southeast corner of said Tract 2, Swingle Ranch Tracts, thence along the westerly line of said Parcel and Tract 2, N 89°53'55"W, 253.79 feet to a point and southwest corner of the E1/2, Tract 2, thence along the westerly line of said E1/2 Tract 2 and the Parcel being described N 0°12'16"E, 261.02 feet to the northeast corner of said Parcel and the Point of Beginning and containing 9.066 acres, more or less.

and as appears on this Plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors, the name of said subdivision shall be known as "DOUGLASS SUBDIVISION" and the widened and relocated roads as set forth herein are hereby dedicated to the use of the Public.

THINK-BIG INVESTMENT CLUB and WILLIAM R DOUGLASS, SR, a Partnership
 William R. Douglass, Sr.
 WILLIAM R DOUGLASS
 Arlin A. Schmitt
 ARLIN A SCHMITT
 HE LEBOW
 HE LEBOW

ACKNOWLEDGEMENTS

STATE OF WYOMING }
 COUNTY OF NATRONA }
 The foregoing instrument was acknowledged before me and subscribed in my presence on this 22nd day of MAY, 1978, on behalf of the partnership
 Given under my hand and notarial seal
 My Commission expires JAN. 22, 1981
 James H. Carpenter
 NOTARY PUBLIC

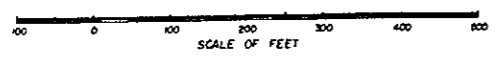
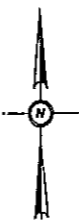
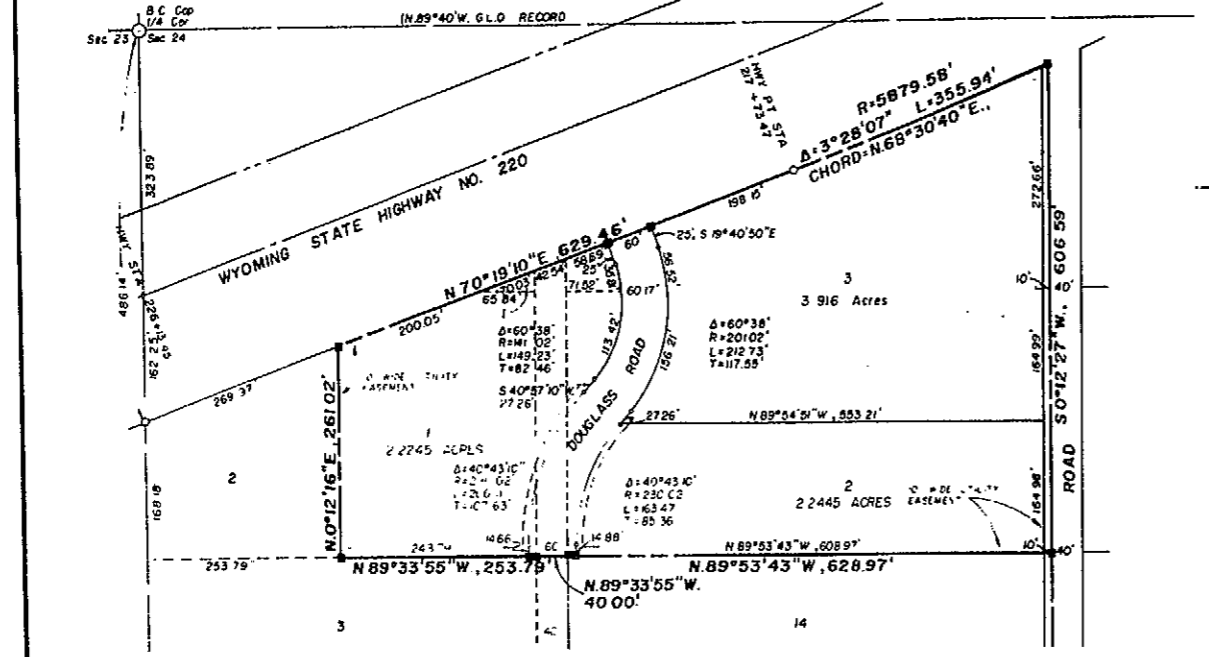
STATE OF WYOMING }
 COUNTY OF NATRONA }
 The foregoing instrument was acknowledged before me and subscribed in my presence on this 25th day of MAY, 1978 by HE LEBOW
 Given under my hand and notarial seal
 My Commission expires JAN. 22, 1981
 James H. Carpenter
 NOTARY PUBLIC

APPROVALS

APPROVED by the Board of County Commissioners of Natrona County, Wyoming, by resolution duly passed on the 21st day of July, 1978
 INSPECTED AND APPROVED on the 6th day of July, 1978
 INSPECTED AND APPROVED on the 23rd day of JUNE, 1978
 INSPECTED AND APPROVED on the 21st day of July, 1978
 Filed for Record in the Office of the County Clerk of Natrona County, Wyoming on this 25th day of July, 1978

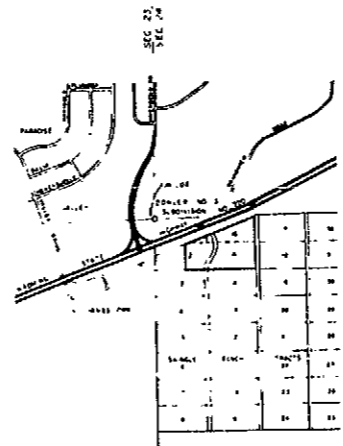
CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
 COUNTY OF NATRONA }
 I, Maynard Johnson of Casper, Wyoming, hereby certify that this plat was prepared from notes during an actual survey made by me during the period June 1977 to March 1978 and that such plat correctly represents such survey and is true and correct to the best of my knowledge and belief, that each lot, road or other grounds in the foregoing subdivision are well and accurately marked, all dimensions are expressed in feet and decimals thereof and bearings referred to the true meridian.
 Wyoming Registration No. 510 Land Surveyor Maynard Johnson
 Subscribed in my presence and sworn to before me on the 18th day of APRIL, 1978
 My Commission expires JAN. 22, 1981
 James H. Carpenter
 NOTARY PUBLIC



LEGEND
 Brass Cap Corner
 W.L. & C. INC. Brass Cap set
 Original corner
 Local corner
 5/8" x 16" Rebar
 Subdivision Boundary
 Original Tract Lines
 Plat Closure Ratio, 1:41,000

Survey & Plat By
 WORTHINGTON, LENHART & CARPENTER, INC.
 632 South David Street, Casper, Wyoming
 W.O. No. 1-19-A7 February 23, 1978



GENERAL NOTES

- (a) Natrona County, through its Board of County Commissioners, assumes no responsibility for the maintenance of any roads set out or established by this Subdivision
- (b) No public sanitary sewer facility is proposed for this Subdivision
- (c) No public water facility is proposed for this Subdivision

RECORDED July 25 1978 AT 3:21 CLOK PM
IN BOOK 70 OF Misc. 524
JOHN J. TOBIN
COUNTY CLERK
NO. 260505

DOUGLASS SUBDIVISION

COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the sole owners of Douglass Subdivision, a subdivision of parts of Swingle Ranch Tracts, located in the NW/4SW/4 of Section 24, Township 33 North, Range 80 West of the 6th P. M., Natrona County, Wyoming, and more particularly described in the metes and bounds description attached hereto and by this reference incorporated herein as Exhibit "A", do hereby make the following covenants and declarations as to limitations and restrictions on uses to which the property described above may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land and shall accrue to and be binding upon all future owners of the property. The purpose of these restrictions is to insure the use of the property for attractive residential, commercial and business purposes, to prevent nuisances, and to secure to each lot owner the full residential, commercial and business benefit of their property, with no greater restriction upon the free and unhindered use of their property than is necessary to insure the same advantages to the other owners.

1. BUILDING, ETC. APPROVAL:

No building or structure of any kind, including but not limited to, walls, fences and signs, shall be erected, altered, placed, assembled or permitted to remain on any lot, unless and until plans showing the type of use, location, size and architectural design and color scheme of all proposed structures, driveways, walks, loading areas and parking areas have been approved in writing by the Architectural Control Committee.

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FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



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).

2. ARCHITECTURAL CONTROL COMMITTEE:

(a) The Architectural Control Committee shall consist of three (3) members elected or designated by the lot owners of Douglass Subdivision as hereinafter provided. The decision of any two (2) members of said Committee shall determine all questions as to the conduct and decisions of said Committee. In the event of the death or resignation of any member of the Committee, the remaining members shall have complete authority to appoint a successor. No Committee member shall be entitled to compensation for services rendered pursuant to these covenants. The Committee's approval or disapproval of plans and specifications as required by these covenants shall be in writing. In the event that such approval or disapproval shall not be made within sixty (60) days after plans and specifications have been submitted to the Committee, or in any event, if no suit to enjoin construction has been commenced prior to the completion of improvements, approval will not be required and full compliance with all covenants will be assumed.

(b) The members of the Architectural Control Committee shall not be liable in damages to anyone so submitting plans for approval or to any owner or owners of land covered by this instrument by reason of any mistake in judgment, negligence, or nonfeasance, arising out of or in connection with their approval or disapproval or failure to approve any such plans. If construction of any building or alteration is begun in violation of the terms of this instrument, and no suit to enjoin such construction has been commenced prior to the completion thereof, then this covenant will be deemed to have been fully complied with, insofar as said covenant requires prior approval of building plans.

(c) The Architectural Control Committee shall be elected annually by the lot owners of Douglass Subdivision at a meeting of said lot owners held at _____ o'clock in the

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afternoon on the _____ day of _____, 1978. The existing Architectural Control Committee shall designate the place of such meeting within Natrona County, Wyoming, and send written notice thereof to each lot owner of record not less than ten (10) days prior to the meeting date. If no meeting place is designated, it shall be held in the meeting room at Natrona County Library, Casper, Wyoming. Each lot owner shall be entitled to one vote per committee member, but cumulative voting shall be allowed.

(d) The Architectural Control Committee shall act as trustee and manager for the lot owners in laying out, installing and maintaining roads and utility easements as provided on the recorded plat of this subdivision. The Committee is authorized to assess every lot owner in proportion to the size of their lot for the cost and expense of common roads and utility installation or maintenance and shall be authorized to collect the same by demand or suit, as provided by law.

(e) The Architectural Control Committee may permit reasonable deviation from the requirements of these covenants and restrictions, if allowable by law, including light residential occupancy for custodial or watchman quarters.

(f) Except as may be provided herein, or established by the Architectural Control Committee, this subdivision has:

NO PROPOSED DOMESTIC WATER SOURCE

NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM

NO PUBLIC MAINTENANCE OF STREETS OR ROADS

Each lot owner shall be responsible for installation, use and maintenance of his private water sources and sewage disposal, in full compliance with applicable Wyoming laws or regulations.

3. BUILDING LOCATION:

No building shall be located on any lot nearer than 80 feet from the centerline of any dedicated street or

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road. The setback required from the side and rear property lines shall be subject to the approval of the Architectural Control Committee, provided that no more than 50 feet of side yard setback nor more than 50 feet of rear yard setback shall be required, except that no building shall be erected which would occupy more than 60 percent of the lot area or site area upon which the building is located. For the purpose hereof the Architectural Control Committee shall determine what portions of a structure are part of a building. Generally, caves, walks, and approaches shall not be considered as part of the building, but loading docks and similar structures shall be deemed as part of the building. Nothing herein shall be construed as allowing any portion of a building or structure on any lot or site to encroach on the lot or site of another property owner.

4. PARKING:

No vehicle parking shall be permitted nearer than 20 feet from the street property lines nor nearer than 10 feet from the side or rear property lines, unless with the written approval of the Architectural Control Committee. "On site parking" shall be provided for all vehicle use reasonably expected, including trucks, trailers, and employee and visitor parking. All parking areas shall be graveled, paved or otherwise surfaced to provide sut free, all weather parking.

5. SCREENS AND FENCES:

All screens, fences and visual barriers referred to herein shall be approved by the Architectural Control Committee.

6. SIGNS, ETC.:

No billboards, signs or other advertising devices of any character shall be erected, pasted, posted, painted, displayed or permitted upon any part of the building or site without the prior approval of the Architectural Control Committee.

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7. LAWNS, LANDSCAPING:

All set-back areas facing streets between the front building line and the street, with the exception of driveways, sidewalks, and permitted parking shall be used exclusively for the planting and growing of trees, shrubs, lawns, gardens and other ground covering or landscaping material approved by the Architectural Control Committee. Unusual land reserved for future expansion or other purposes shall be maintained and kept free of weeds, other unsightly plant growth, rubbish and debris. All landscaping must be maintained by the site owner or occupant to thereasonable standards of the Architectural Control Committee for neatness and beauty.

8. PROHIBITED OPERATIONS:

There shall not be permitted any labor camps, junk yards, drilling for oil and gas, oil refining, quarrying or mining operations, or stock yards or slaughter operations or rendering work or smelting, nor the commercial raising, breeding or maintenance of any livestock or poultry; nor any similar uses though not specifically named herein which would be obnoxious to and not in harmony with the general plan, purpose and use of the Douglass Subdivision.

9. The users and owners of said land must (a) keep the property free and clear of weeds, trash, or other unattractive refuse and vegetation; (b) store trash receptacles at the rear of the buildings in covered containers; (c) adequately light the fronts, rears and storage areas of their buildings; (d) provide off-street parking to accommodate adequately the vehicles of their customers and employees; (e) store materials, or park vehicles for long terms, only at the rear of buildings or in other areas which are not unattractive and which do not intrude upon the street or areas in the front of buildings; (f) maintain the parking areas, access roads from the streets, and other driveways, and maintain such areas and their immediate surroundings in a neat and clean manner; and (g) ade-

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quately landscape all property to harmonize with buildings and parking areas, if any.

10. NUISANCE:

The site owner or occupant shall not cause or make any excessive noise, odor or harmful sewage or vibration that could reasonably be objectionable to other occupants or site owners; or that reasonably conflicts with the planned purposes and restrictions of the subdivision, and no site owner shall in any case create or maintain a legal nuisance.

11. TEMPORARY STRUCTURES:

No structure of a temporary character; trailer, basement, tent, shack, garage, barn, or other out-building shall be used or permitted to remain on any site at any time, either temporarily or permanently, without special written approval of the Architectural Control Committee.

12. The owner or owners of any of the above described real property may enforce the requirements and limitations herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of said requirements and limitations, either to recover damages for such violation or to restrain such violation or attempted violation.

13. There is hereby reserved to Grantors, and the successors and owners of Douglass Subdivision, for the purpose of having adequate roadways and utility easements to serve each tract described on the plat, a perpetual easement for roadways and utilities upon the areas described as "road easement" as contained on the recorded plat of this subdivision, for the purpose of erecting, constructing and maintaining roadways, and public or private utility facilities, both underground and overhead. Grantor hereby reserves the right to change, lay out anew, or discontinue any roadway or utility easement, in its sole discretion, that would be

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beneficial in serving any tract. All claims for damages, if any, arising out of the construction or maintenance and repair of roadways and utilities, or on account of temporary or other inconvenience caused thereby against the Grantor or the Architectural Control Committee, or any utility company or any other agent or servant of them or any of them, are hereby waived by the owners of Douglass Subdivision, their successors and assigns.

14. It shall be the responsibility of Douglass Subdivision and the owners thereof, to install and keep adequately maintained, any fences and autogates required by the County of Natrona. The Architectural Control Committee shall have the authority to carry out the provisions of this requirement or any other requirement provided in these covenants, together with the power and authority to assess the costs thereof proportionately among the lot owners of this subdivision.

15. The foregoing conditions and limitations are to be construed as covenants running with the land and shall be binding on all persons claiming any part of said land for a period of twenty-five (25) years from the date these presents are recorded in the office of the Clerk and Recorder of Deeds, Natrona County, State of Wyoming. These presents may be extended or amended by majority vote of all lot owners, in writing; subject to compliance with any laws, rules or regulations duly enacted by the State of Wyoming, or its legal subdivisions.

16. Invalidation of any part of the requirements and limitations herein set forth by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

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17. The undersigned, for each lot owned by them within the said subdivision, hereby covenant that the owner of each lot, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase thereof, whether or not expressed in such contract or deed, is and shall be deemed to covenant and agree to pay annual assessments or charges and special assessments for capital improvements, such assessments to be established and collected for the improvement and maintenance of the common roadways. Until January 1 of the year immediately following the date of the conveyance of the first lot, maximum annual assessment shall be \$ _____ per lot. Thereafter, the assessments shall be determined by the owners of a majority of the property in the subdivision based upon square footage, which shall constitute a charge and lien upon each lot until paid and shall be due within thirty (30) days following notice in writing to the owner of record of the amount assessed. In addition to the annual assessments for common roadways, snow removal and maintenance, there may additionally be levied in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any new construction, repair or replacement of a capital improvement upon the common roadways, including fixtures of culverts and bridges thereon.

It is an express condition of these covenants that the cost and maintenance of said common roadways shall be a charge upon each and all the lands within the subdivision and the maintenance and repair thereof shall not be chargeable or an obligation of Natrona County or any other governmental subdivision.

DATED at Casper, Wyoming this 25th day of July, 1978.

William R. Douglass
William R. Douglass
William R. Douglass Jr
William R. Douglass, Jr

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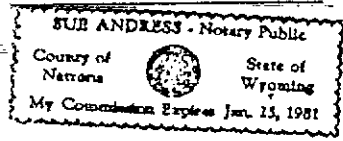
STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me
this 25th day of July, 1978, by William R. Douglass and
William R. Douglass, Jr.

Witness my hand and official seal this 25th day of
July, 1978.

Sue Andrews
Notary Public

My commission expires:



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hereby deleted to the extent such restrictions violate 42 USC 3604(c).