

PROTECTIVE COVENANTS
BENNETT CREEK PARCELS
PARK COUNTY, WYOMING

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THESE COVENANTS are made and executed this 23 day of February, 1997 by and between all persons now owning any right, title, interest or equity in and to those lands described as follows:

Township 57 North, Range 102 West, 6th P.M., Park County Wyoming

Section 18, S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$

1. Term. These covenants shall run with the real property herinabove described and shall be binding on all parties and persons claiming under them, unless an instrument signed by the owners of a majority of the area of lands herinabove described has been recorded whereby these covenants are amended, modified or rescinded in whole or in part.

2. Residential Use. All parcels within Bennett Creek Parcels have been designed for and as a rural residential area. No parcel shall be used for any purpose except for a single family residence and accessory buildings and uses as are otherwise herein permitted. No parcel or any improvement thereon shall be used for any commercial, manufacturing, industrial or public purpose or purposes; provided, however, a home occupation shall be allowed as an accessory use, provided such use shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes and shall not change the character thereof. There shall be no exterior advertising other than identification of the home occupation and there shall be no offensive noise, vibrations, smoke, dust, odors, heat or other glare, noticeable at or beyond the property line. Uses permitted shall include recreational uses of a non-commercial nature and the maintenance of domestic horses, cows, sheep, rabbits, fowl and household pets, including dogs and cats. All dogs must be at all times kept and contained on the owner's property, and shall not be allowed to run at large. No livestock or pet shall be kept, bred or maintained upon any parcel for any commercial purpose; provided, however, that this provision shall not prohibit the child or children of the owner or occupant of any parcel from raising, keeping or maintaining any such livestock or pets in conjunction with or pursuant to a plan or program of and as a participant in 4-H, Future Farmers of America, Boy Scouts, Girl Scouts, or any similar organization. The State of Wyoming by law is a fence out state which means cattle that are grazing on BLM during their permitted grazing time may graze on these parcels until they are fenced out at the owner's expense.

3. Subdivision. No subdivision or division of any parcel into smaller parcels will be permitted.

4. Buildings and Improvements. No dwelling, building, structure or improvement shall be erected, altered, placed or permitted to remain on any parcel except one detached single family dwelling and accessory buildings, structures and improvements incident thereto. Accessory buildings may include a garage, tool shed, barns, corrals for domestic livestock and buildings for fowl and household pets. No trailer, basement, tent, shack, garage, barn or other out building shall at any time be used as a residence, either temporarily or permanently. No building, structure or dwelling to be used for residential purposes shall be erected, altered, placed or permitted on any parcel unless the ground floor area, exclusive of porches, patios, decks and garages shall contain more than:

- a. A minimum of 1250 square feet for a one-story structure, as measured and determined by exterior dimensions.
- b. Garages shall be of modern construction with a 4-12 pitch or higher roof.
- c. All construction upon said parcels is limited to new construction and no moved-in structures or relocation of constructed buildings will be permitted.
- d. Colors of homes, garages and other out buildings must be compatible to the environment and the surroundings.
- e. All stick built homes shall conform to existing and the most current edition of the Uniform Building Code.

5. Owner's and Developer's Right of Inspection. Owner or developer herein retains the right to inspect all buildings and improvements, while construction is taking place, to insure that any and all requirements set forth in these covenants are being complied with.

6. Building and Improvement Location. No building, out building or livestock enclosure, including corrals, shall be located upon any parcel nearer than 60 feet to any other parcel line.

7. Sewer and Water. The owner of each parcel shall, whenever required for the use and occupation of such parcel and at or prior to occupation of any residence thereon, install at the cost and expense of such owner, sanitary sewer facilities and facilities for domestic water upon the premises. All sewer and water facilities shall be submitted to and approved by Park County, the State of Wyoming and/or other governmental having responsibility and authority for approving same.

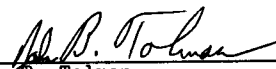
8. Trash and Garbage. No trash, garbage, abandoned or unusable vehicle or vehicle parts or other waste shall be thrown, dumped or piled on any parcel or permitted to remain thereon except in containers provided for such purpose. All trash, garbage and other waste shall be kept in suitably sanitary containers provided for such purpose and such containers shall be kept in a clean, sightly and sanitary condition. The owner and occupant of each parcel shall dispose of trash, garbage and other waste which may accumulate on the parcel owned or occupied by him and such disposal shall be made as frequently as may be required to prevent unpleasant odors or unsanitary conditions.

9. Enforcement. If the parties hereto or any of them, or their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning any of the land herinabove described to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate such covenants and either to secure an injunction of such violation or proposed violation or otherwise prevent him or them from so doing or to recover damages, costs, including reasonable attorney's fees, due from such violation or both; and every person violating these covenants shall be liable for damages and injuries to the other parcel owners in the Bennett Creek Parcels, including any costs or attorney's fees incurred in enforcing these covenants.

10. Severability. Invalidation of any of these covenants by judgment or court order shall not affect any of the other covenants which shall remain in full force and effect.

11. Modification and Amendment. The covenants and restrictions herein contained may be waived, amended or terminated in whole or in part from time to time as to any one or more of the parcels by the written consent of the then recorded owners of not less than 51% of the area within the Bennett Creek Parcels. Such written consent must be recorded in the office of the County Clerk of Park County, Wyoming before any such waiver, amendment or termination shall be effective. In the event that two parcels sell, Bennett Creek Sheep Co. reserves the right to make the deciding vote on any modifications on the covenants or anything else. Each parcel's landowner shall have one vote to amend the covenants and in the event of a 50% split, Bennett Creek Sheep Company will make the deciding vote.

IN WITNESS WHEREOF the undersigned, being the holder of record title to all of the lands hereinabove described, and the Developer of the lands, has hereunto set its hand as of the day and year first above written.

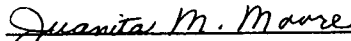


John B. Tolman
Bennett Creek Sheep Company

STATE OF WYOMING)
)SS
COUNTY OF PARK

The foregoing instrument was acknowledged before me by John B. Tolman, Bennett Creek Sheep Company, a Wyoming corporation, this 23rd day of February, 1997.





Notary Public

My commission expires: Feb 20, 1998

AMENDMENTS TO
~~PROTECTIVE COVENANTS~~
PARK COUNTY, WYOMING

We, the undersigned are the owners of all that property described in Exhibit "A" attached hereto and made a part hereof.

Said property is subject to the terms and conditions of the Protective Covenants of the Bennett Creek Parcels filed with the office of the County Clerk in Park County, Wyoming on March 5, 1997 as Document No. 1997-1160.

The undersigned do hereby jointly agree to amend and alter the terms of said covenants as identified herein.

Paragraph No. 4. Lot Use and Buildings and Improvements.

The use of land comprising the Bennett Creek Parcels shall be limited to single family dwellings and accessory buildings, structures and improvements included thereon. Accessory buildings may include a garage, tool shed, barns, corrals for domestic livestock and buildings for fowl and household pets. No trailer, basement, tent, shack, garage, barn or other out building shall at any time be used as a residence, either temporarily or permanently.

a. No manufactured buildings or structures may be constructed or placed on any of the parcels. Manufactured buildings include but shall not be limited to the following: modular homes or buildings, pre-constructed homes or buildings, trailer houses, homes or buildings constructed off premises and assembled on site.

b. No building, structure or dwelling to be used for residential purposes shall be erected, altered, or permitted on any parcel unless the ground floor area, exclusive of porches, patios, decks and garages shall contain more than a minimum of 1250 square feet for a one-story structure, as measured and determined by exterior dimensions.

c. Three sided barns or sheds or other out buildings of similar configuration shall be of modern construction with a minimum of 2-12 pitch or higher roof. Garages shall be of modern construction with a 4-12 pitch or higher roof.

d. All construction upon said parcels is limited to new construction and no moved-in structures or relocation of constructed buildings will be permitted.

e. Colors of homes, garages and other out buildings must be compatible to the environment and the surroundings.

f. All stick built homes shall conform to existing, and the most current edition of the Uniform Building Code.

g. No metal buildings or metal roofs or metal material shall be used in construction on the parcels; provided however, metal siding which has been camouflaged and does not have a shiny surface, may be used.

Paragraph No. 5. Owner's and Developer's Right of Inspection. Owners of the property identified herein shall have the right to inspect all buildings and improvements while construction is taking place, to insure that any and all requirements set forth in these covenants are being complied with.

Paragraph No. 6. Building and Improvement Location. No building, or out building or livestock enclosure, including corrals, shall be located upon any parcel nearer than 30 feet to any other parcel line.

Paragraph No. 9. Enforcement. If the owners or their successors in interest to the property identified herein, or any of them, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning any of the land hereinabove described to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate such covenants and either to secure an injunction of such violation or proposed violation or otherwise prevent him or them from so doing or to recover damages, costs, including reasonable attorney's fees, due from such violation or both; and every person violating these covenants shall be liable for damages and injuries to the other parcel owners in the Bennett Creek Parcels, including any costs or attorney's fees incurred in enforcing these covenants.

Paragraph 11. Modification and Amendment. The covenants and restrictions herein contained may be waived, amended or terminated in whole or in part from time to time as to any one or more of the parcels by the written consent of then recorded owners of not less than 51% of the area within the Bennett Creek Parcels. Such written consent must be recorded in the office of the County Clerk of Park County, Wyoming before any such waiver; amendment or termination shall be effective.

Subject to the foregoing Amendments to the Protective Covenants as enumerated herein the Protective Covenants of the Bennett Creek Parcels dated February 23, 1997 and recorded in the office of the County Clerk in Park County, Wyoming as Document No. 1997-1160 are hereby confirmed and approved.


We the undersigned being the owners of record of the property identified herein consent to and confirm the Amendments contained herein and waive any objections thereto.

DATED this 14th day of July, 1998.


Robert Benders


Brian A. Piper


Jennifer L. Dimmers


Brad Cummings


Mary Lou Cummings

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

The above foregoing instrument was acknowledged before me this 26th, day of May, 1998 by Robert Benders.

WITNESS my hand and official seal.




Notary Public

My Commission Expires: June 23, 2001

STATE OF WYOMING)
) SS.
COUNTY OF PARK)

The above and foregoing instrument was acknowledged before me this 14th day of July, 1998 by Brian A. Piper and Jennifer L. Dimmers.

WITNESS my hand and official seal.



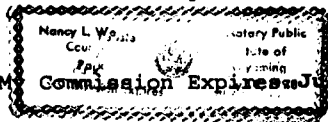
My Commission Expires: June 23, 2001

Ten Lee Moore
Notary Public

STATE OF WYOMING)
) SS.
COUNTY OF PARK)

The above and foregoing instrument was acknowledged before me this 19th day of June, 1998 by Mary Lou Cummings.

WITNESS my hand and official seal.



My Commission Expires: July 10, 1998

Nancy L. Webster
Notary Public

STATE OF WYOMING)
)
COUNTY OF PARK)

The above and foregoing instrument was acknowledged before me this 30th day of June, 1998 by Brad Cummings.



My Commission Expires: June 23, 2001

Ten Lee Moore
Notary Public

Township 57 North, Range 102 West, 6th P.M., Park County
Wyoming
Section 18, S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$

FILE DATE: 07/24/1998 FILE TIME: 02:20
PARK COUNTY, WY, MARIE FONTAINE - COUNTY CLERK

PAGE #: 0005 OF 0005
DOC #: 1998 5047

EXHIBIT "A"