

DECLARATION OF PROTECTIVE COVENANTS
OF COLTER TRAIL SUBDIVISION
LOCATED IN LOT 59-D, TRACT 59, RESURVEY
T. 51 N., R. 104 W., 6TH P.M., PARK COUNTY, WYOMING

KNOW ALL MEN BY THESE PRESENTS that Allergy Associates of New London, P.C. Pension Trust, George A. Sprecace, Trustee, is the owner of the Colter Trail Subdivision in Lot 59-D, Tract 59, Resurvey, T. 51 N., R. 104 W., 6th P.M., Park County, Wyoming, and desires these covenants to apply to all lots within said subdivision.

All lots within said subdivision are subject to these covenants to insure the appropriate development; to protect the owners against improper uses of surrounding sites that might depreciate the value to their property; to preserve, so far as practicable, the natural beauty of the property; and in general to provide for the development of a quality that will enhance the value of investments made by purchasers of the land.

That these covenants shall be and remain covenants running with the land and shall be effective with respect to all lands located within said "Colter Trail Subdivision" from and after the date of recording of this document in the office of the County Clerk of Park County, Wyoming, and for a three year period thereafter, at which time said covenants shall be automatically extended for successive periods of three years, unless by vote of the owners of the property a majority thereof agree to change said covenants in whole or in part by duly recorded document. Additional covenants may be provided at any time with the approval of the owners of the lots documented in like manner.

COVENANT A

All lots within the subdivision shall be specifically residential lots, with no noxious or offensive trade or activity conducted thereon, except that oil or gas or other hydrocarbon exploration or development may be conducted with the extraction of minerals through the drilling or pumping of said hydrocarbons. The extraction of coal, however, through open pit or tunneling, shall not be allowed. No other activity shall be carried on upon

any of said lots nor shall anything else be done thereon which may become an annoyance or a nuisance to the neighborhood. This Covenant A shall be effective from and after the date of recording for a ten year period. At the end of the ten year period, and successive ten year periods thereafter, this covenant may be changed by the vote of two-thirds of the owners of the property, as previously described.

COVENANT B

No swine or goats shall be permitted on said premises and said lots shall not be used as livestock feeding lots. No slaughterhouses shall be permitted on said lots.

COVENANT C

Construction of the external details of structures shall be completed within one year from the time construction commences, and no structures shall have tarpaper or other unsightly material on the outside for a longer period than eight months. No lot or any portion thereof shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall be kept in sanitary containers and hauled away from said premises. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

COVENANT D

No inoperative motor vehicle shall remain on any lot or tract for longer than one month unless stored or parked within a structure.

COVENANT E

No buildings of any kind shall be located on any lot closer than twenty feet to the lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered 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.

COVENANT F

No trailer, basement, tent, shack, garage, barn, or any other outbuildings erected or placed on said lots shall at any

time be used as a permanent residence. No living quarters, temporary or otherwise are to be maintained in a basement of a dwelling under construction unless the building is first framed in and the exterior completed. No trailer house shall be maintained on any lot for permanent living quarters, however, a trailer house or mobile home may be used as living quarters during the period of actual construction of a permanent residence, but in no event for a period exceeding six months.

COVENANT G

In order to decrease the impact of wind erosion and to abate any nuisance of dust in the neighborhood, each lot owner shall be responsible for maintaining a proper ground cover. Upon the completion of the building of a structure upon a lot within the subdivision, the lot owner shall be responsible for the immediate planting and seeding of all ground disturbed or removed as a result of said destruction. In the event that said construction is completed after the end of the annual growing season, which for the purposes of this covenant shall be from the time water is first available from the Lakeview Irrigation District until the time said water is shut off for the winter and is no longer available, then the lot owner shall be responsible for planting and seeding all disturbed areas after construction at the beginning of the next said growing season. Until said disturbed ground is planted and seeded, the owner shall do whatever necessary to maintain a ground cover through the use of straw or otherwise, to prevent wind erosion and to effect the abatement of dust as a nuisance in the area.

COVENANT H

Irrigation in this subdivision shall be in accordance with the Irrigation Plan, as approved by the State Engineer's Office.

COVENANT I

The enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

COVENANT J

... Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed these Protective Covenants this 28th day of March, 1983.

ALLERGY ASSOCIATES OF NEW LONDON, P.C., PENSION TRUST

By George A. Spreccace, M.D., Trustee

STATE OF CONNECTICUT)) SS) COUNTY OF NEW LONDON)

The foregoing instrument was acknowledged before me by George A. Spreccace, M.D., Trustee, this 28th day of March, 1983.

Witness my hand and official seal.

Mary Ann Richard
Notary Public

My commission expires:

April 1984



State of Wyoming } ss.
County of Park }
This instrument was filed for record on the 27 day of April 1983 at 1:35 o'clock P. M. and duly recorded in Microfilm Book 84 records on page 17
By Mary Ann Richard Register of Deeds
No. 207219

APPLICANTS AFFIDAVIT

STATE OF WYOMING)
) ss
COUNTY OF PARK)

The undersigned, after having been sworn upon my oath, according to law, and of legal age, hereby personally certify that I shall perform the following commitments made to the public and/or future lot owners with regards to the Colter Trail Subdivision:

- (1) Binding arrangements have been made to assure purchaser of any part of the Colter Trail Subdivision that upon full payment of the purchase price of any part of said subdivision a deed can and will be delivered conveying merchantable title, subject only to noted reservations or restrictions of record, but free of encumbrances, and subject only to a proportionate share of the real property taxes or assessments charged or assessed for the year in which any such sale may be legally affected.
(2) That, if applicable, the public water supply system, public sewage disposal system, streets or road system, or any other public or private improvement filed with the Park County Planning and Zoning Commission will be constructed as described within one (1) year from the recording of the Colter Trail Subdivision with the Park County Clerk and that the costs of said systems shall be included in the sale price of any part of the subdivision and not assessed or collected from purchasers in addition to said sale price unless said purchaser specifically agrees to assume the burden of all or part of said costs. Any such agreement shall be evidenced by a written contract recorded in the Office of the Park County Clerk which sets forth the specific details of the transfer of this responsibility for payment of the costs and delineates the agreement of both parties to their respective obligations and responsibilities.
(3) Enforcement of these obligations upon the undersigned as outlined herein shall be for either compliance or damages or both and the commitments outlined herein shall accrue to my successors or assigns.
(4) I hereby certify that the facts contained herein are true and correct to the best of my knowledge and belief.

ALLERGY ASSOCIATION OF NEW LONDON, P.C.
PENSION TRUST

George A. Spreccace, M.D., as Trustee

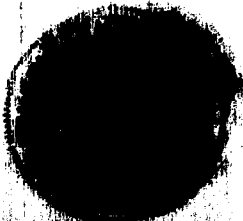
STATE OF Wyoming)
) ss
COUNTY OF Park)

On this 25th day of March, 1983, A.D. there appeared before me George A. Spreccace, M.D., personally known to me to be the person who executed the foregoing affidavit, according to law, certified that he executed the foregoing affidavit as his free act and deed, and that the facts contained therein are true and correct to the best of his knowledge and belief

WITNESS MY HAND AND OFFICIAL SEAL

Notary Public

My Commission Expires: April 1984



This instrument was filed for record on the 27 day of April 1983 at 1:40 p.m. and recorded in Microfilm Book 83 on page 101.
Notary Public