

PROTECTIVE COVENANTS

EQUALITY ESTATES

PARK COUNTY, WYOMING

KNOW ALL MEN BY THESE PRESENTS, that Stephen P. Deroche and Pat A. Deroche, husband and wife, who are the owners of Lot 3, Section 17, T. 53N., R. 101 W., Resurvey, 6th P.M., Park County, Wyoming, depose and say as follows:

That as owners of this land, Stephen P. Deroche and Pat A. Deroche have caused a plat of the lands to be prepared, dividing the property into building lots, for recording in the office of the County Clerk of Park County, Wyoming;

That they intend to convey said lots to various purchasers by deed or contract, subject to the restrictive covenants as herein set forth:

1. The land herein conveyed is designed for single family residence. Residents may maintain offices for their professional or personal service endeavors.

2. No subdivision or division of any lot shall be permitted.

3. Mobile homes and modular housing shall be permitted if rendered permanent by setting such housing on permanent foundations composed of concrete or cement blocks, no higher than 2-1/2 feet above ground level. No trailer shall be less than 12 feet wide and all trailers must set east and west and must be skirted with permanent material. All mobile homes so set on permanent foundations must have an addition storage structure containing not less than 100 square feet on the ground floor.

4. All fences must be neat and kept in good repair, and shall be the responsibility of the individual lot owners. The subdivision owners shall have no obligation to participate in the construction or maintenance of partition fences.

5. Septic tanks with drain fields or ecologically equal or superior methods must be used for sewage disposal. The method selected by each individual lot owner must be approved by the appropriate agency of the State of Wyoming.

6. Rubbage, garbage or other waste shall be kept and disposed of in a neat and sanitary manner. No tract within the subdivision shall be used or maintained as a dumping ground for waste.

7. No inoperative or unlicensed motor vehicle shall remain on any lot for longer than two (2) months unless stored or parked within a structure.

8. All lots located within the subdivision are subject to reasonable easements and rights-of-way for the installation and maintenance of irrigation and drainage ditches in accordance with the following terms and conditions:

a. All irrigation and drainage ditches shall be for the benefit of the owner of each lot within the subdivision and the owners of said lots shall be joint owners of any and all irrigation and drainage ditches constructed with the subdivision.

b. All irrigation and drainage ditches and any headgates incident thereto, together with those which may hereafter be constructed within the subdivision, shall constitute the "Irrigation System".

c. The owner of each lot within the subdivision shall maintain and clean, at his own expense and cost, any and all irrigation and drainage ditches located on or which traverse his lot.

d. The owner of each lot shall cooperate with the owners of all other lots within the subdivision to effectively and efficiently distribute water flowing in and through said irrigation system to assure optimum beneficial application and maximum utilization of all water authorized for application to said lands under and by virtue of the laws of the State of Wyoming.

9. Any violation of these covenants may be enjoined in a court of law or equity by the owner of the subdivision or by an owner of record of any lot in the subdivision, and any person violating these covenants shall be liable for damages to the other lot owners in the subdivision.

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

These covenants shall be and remain covenants running with the land and shall be effective with respect to all lots in the Equality Estates Subdivision, and shall be effective from and after the date of recording of these Protective Covenants in the office of the County Clerk of Park County, Wyoming, unless an instrument signed by a 2/3rds majority of the lot owners on a one lot, one vote basis, and approved by the Board of Commissioners of Park County, Wyoming, has been recorded, agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, these Covenants are signed this 25th day of July, 1979.

Stephen P. Deroche
Stephen P. Deroche

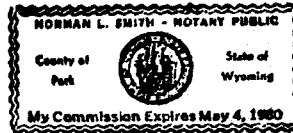
Pat A. Deroche
Pat A. Deroche

STATE OF WYOMING)
) SS
COUNTY OF PARK)

Subscribed and sworn to before me by Stephen P. Deroche and Pat A. Deroche this 25th day of July, 1979.

Norman L. Smith
Notary Public

My commission expires:
5/4/80



State of Wyoming)
County of Park) ss.
This instrument was filed for record
on the 9 day of August
1985 at 12:10 o'clock P. m. and
duly recorded in Microfilm Book 117
records on page 507
MARIE PONTAINE, Registrar of Deeds
By Alison Tipton County
No. 223733

BY-LAWS

OF

EQUALITY ESTATES WATER ASSOCIATION

ARTICLE I

Name:

The name of the Association is Equality Estates Water Association.

ARTICLE II

The principal office of the Association is located at:
Equality Estates

The principal place of business may be changed at any time by the members.

ARTICLE III

The purposes for which the Association is organized are:

(a) To own, operate and maintain a domestic water system in the Equality Estates Subdivision in Clark County, Wyoming. The water system is described on Exhibit "A" attached hereto and made a part hereof by this reference. The term "domestic water" is defined therein.

(b) To acquire, own, or lease such property as may be necessary or convenient for the fulfillment of its purposes.

(c) In general, to do everything necessary, proper, or advisable for the accomplishment of the purposes hereinabove set forth.

ARTICLE IV

Membership

1. Eligibility. Every present and future owner of a lot or residential unit in the Equality Estates Subdivision, must be a member, and every present and future tenant to whom such owner has assigned his membership shall be a member in the Association. The "Subdivision" consists of all lots in Equality Estates Subdivision. Each assessed lot is entitled to one vote in all matters pertaining to the Association.

2. Membership. Membership shall include an undertaking by such owner or tenant to comply with these By-Laws and the rules and regulations adopted by the Association.

3. Termination. Membership in the Association shall terminate on a member's ceasing to be an owner or tenant of a lot or residential unit in the Subdivision. A member may terminate membership at anytime by electing to discontinue taking water from the system. Once a member terminates membership in the Association he shall no longer be liable for assessments or monthly charges.

4. Assignment. An owner who is a member of the Association may assign his membership to the tenant occupying his lot or residential unit in the Subdivision. Such assignment to be effective must be filed with the Manager of the Association.

ARTICLE V

Meetings of Members

1. Annual Meetings. An annual meeting of the members of the Association shall be held on the first Monday in the Month of June in each year beginning with the year 1983 at the hour of 7:30 P.M., for the purpose of electing officers and transaction of such other business as may come before the meeting. If the day fixed shall be a legal holiday, such meeting shall be held on the succeeding day not a legal holiday.

2. Regular Meetings. In addition to the annual meetings, regular meetings of the members may be held at such time as shall be determined by the officers of the Association.

3. Special Meetings. It shall be the duty of the Manager to call a special meeting of the members upon a petition signed by not less than two thirds of the members having voting rights. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two thirds of the members present, either in person or by proxy.

4. Place of Meetings. Meetings of the Association shall be held at such suitable place convenient to the members as may be designated by the Manager.

5. Notice of Meetings. It shall be the duty of the Manager to mail a notice of each annual, regular or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member entitled to vote, at least five but not more than ten days prior to such meeting.

6. Quorum. Two thirds shall constitute a quorum for the transaction of business.

7. Voting. Each member shall be entitled to one vote on each matter submitted to a vote of the members.

8. Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or his duly authorized attorney-in-fact. No proxy shall be valid after 60 days from the date of its execution, unless otherwise provided in proxy.

9. Manner of Acting. A majority of the votes entitled to be cast on a matter to be voted upon by the members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption thereof unless a greater proportion is required by these By-Laws.

ARTICLE VI

Officers

1. Designation. The principal officers of the Association shall be a Manager and a Treasurer, both of whom shall be elected by and from the members of the Association.

2. Election of Officers. The officers of the Association shall be elected annually by the members at the annual meeting.

3. Removal of Officers. Upon an affirmative vote of a majority of the members, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the membership, or at any special meeting of the membership called for such purpose.

4. Manager. The Manager shall be the chief executive officer of the Association. He shall preside at all meetings of the Association. He shall have all of the general powers and duties necessary to carry out the purposes of the Association. He shall have the power to appoint committees from among the members from time to time as he may at his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5. Treasurer. The Treasurer shall have the responsibility for Association funds and shall be responsible for keeping a full and accurate account of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by vote of the members. The Treasurer shall take the place of the Manager and perform his duties whenever the Manager shall be absent or unable to act. The signature of both the Manager and Treasurer shall be required to withdraw funds from the Association accounts, and in no event shall an expenditure in excess of \$50.00 be made without the prior consent of the members.

ARTICLE VII

Dues and Assessments

1. Monthly Dues. The monthly dues shall be \$10.00 for each lot or residential unit in the Subdivision upon which a residence or other water-using building has been constructed or located, and \$ -0- for each undeveloped lot or residential unit. The monthly dues may be changed from time to time by the membership at any annual, regular or special meeting called for such purpose.

2. Payment of Monthly Dues. The monthly dues shall be paid on or before the first day of each month, in advance, commencing with the first day of the month after which an owner or tenant becomes a member.

3. Special Assessments. Special assessments may be levied on members of the Association only by a vote of the majority of all members of the Association.

4. Default in Payment of Monthly Dues or Assessments. (a) When any member shall be in default in the payment of monthly dues or assessments for a period of 15 days from the date on which such dues or assessments became payable, he shall, for the purpose of voting, not be considered as a member in good standing, in addition, such member shall have his water service discontinued. Such water service shall not be commenced until the member has paid his dues and assessments in full, and until such times as such member is again returned to good standing, he shall have no rights of any kind arising out of a membership in the Association.

(b) In addition to the foregoing, if any member shall fail

to pay his monthly dues or assessments as the same become due, after ten days' written notice of such delinquency given by the Association to such member, the amount of the unpaid dues and assessments shall become a lien on such member's lot or residential unit in the Subdivision in favor of the Association, and the Association shall have the right to record a notice of claim of lien, and proceed thereon in accordance with the provisions of Wyoming law for the foreclosure and enforcement of liens; or, in the event the Association shall not record a lien, it shall have the right to commence an action against such member for the collection of the unpaid dues and assessments in the Justice or District Court in accordance with the provisions of Wyoming Law.

ARTICLE VIII

Domestic Water

Water produced by and taken from the water system owned by the Association shall be used for domestic purposes only and shall not be used for lawn or garden irrigation.

ARTICLE IX

Use of Irrigation Water

Upon completion of the Association Irrigation System installation, all parties further agree to payment of an equal share of the cost of all maintenance and repairs of said irrigation system. Share will be determined by dividing the total cost of the maintenance and repairs by the number of owner/members of the Association.

ARTICLE X

Use of Funds

Income of the Association shall be used for the payment of the electrical services used in connection with the water system and for all necessary supplies, equipment and maintenance used in connection with the water system. Officers of the Association shall not be paid by the Association for their services.

ARTICLE XI

Rules and Regulations

The membership shall adopt such rules and regulations as may be necessary or appropriate for the accomplishment of the purposes of the Association. Such rules and regulations shall become effective when approved by a two-thirds vote of the members of the Association, and when so approved shall become a part of these By-Laws.

ARTICLE XII

Amendments

These Articles may be amended or repealed, or new By-Laws may be made and adopted, at any annual, regular or special meeting of the members of the Association, by a two-thirds vote of the members of the Association, provided that notice of intention to amend shall have been contained in the notice of the meeting.

CERTIFICATE OF ADOPTION

The undersigned, the duly elected, qualified and acting Manager and Treasurer of Equality Estates Water Association, an un-incorporated, non-profit Association, do hereby certify that the above and foregoing By-laws were duly adopted by the membership of the Association on December 11, 1982, and are now and have been since that date the By-laws of said Association.

APPROVED:

Jerry Brown, Manager

Nancy Brown, Treasurer

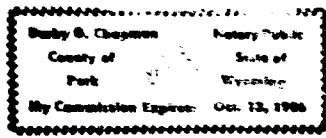
We the undersigned property owner/members of the Equality Estates Water Association, having read and understanding these By-Laws hereby agree to their adoption, and enforcement.

- List of signatures and lot numbers: Lot #2-5 1/2, Lot #3, Lot #4, Lot #7, Lot #8, Lot #10, Lot #11, Lot #12, Lot #13, Lot #14, Lot #15, Lot #16, Lot #17, Lot #18, Lot #19, Lot #20, Lot #21, Lot #22, Lot #23, Lot #24, Lot #25, Lot #26, Lot #27, Lot #28, Lot #29, Lot #30, Lot #31, Lot #32, Lot #33, Lot #34, Lot #35, Lot #36, Lot #37, Lot #38, Lot #39, Lot #40, Lot #41, Lot #42, Lot #43, Lot #44, Lot #45, Lot #46, Lot #47, Lot #48, Lot #49, Lot #50.

STATE OF WYOMING)
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by John Sices, Jerry Brown, Earline Howland, Robert E. Brown, Cindy Van Laeken, Donna F. Anderson, Barry Rath, Ralph Reed, Jr., R. L. Byers, and Vern Waigler, this 11th day of February, 1983.

Witness my hand and official seal.



Darby G. Chapman, Notary Public, Darby G. Chapman, My commission expires October 13, 1986

STATE OF WYOMING
County of Big Horn

Subscribed and sworn to before me by Thomas Dell, a land owner as written above this 6th day of February, 1983.

My commission expires: 2/3/86

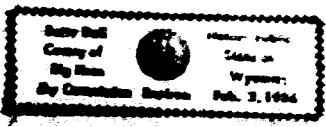


EXHIBIT "A"

The members of this Association acknowledge that the Equality Estates Subdivision was passed by the Park County Commissioners with the proposed water system being a storage tank on Lot 10. Water for such system was to be delivered by truck to said storage tank and the water to be supplied by the City of Cody pursuant to an agreement. The Association now contemplates that it would serve the purpose of the land owners in Equality Estates to provide an alternate system which would be provided by a well located just off the Southwest corner of the Equality Estates Subdivision. An easement for said well has been obtained from Norman J. Hayes and Norma R. Hayes and a copy thereof is attached hereto. The Association contemplates that it would be in the best interest of the Association and the members thereof to utilize water from such well for storage in a water tank on Lot 8. In the event such proposed system proves inadequate or for any other reason is deemed by a majority of the land owners in the Association not to be appropriate, it is understood that the agreement with the City of Cody to supply water to the water tank located on Lot 8 will then be enforced and that such system is a secondary or backup system in order to assure that satisfactory water will be in fact supplied to the Association and the land owners within the Equality Estates Subdivision.

For purposes of the Equality Estates Water Association, the term "domestic" shall mean for household purposes and shall specifically not include lawn or garden irrigation.

The Association makes no representation with regard to the quality or quantity of water to be produced from the well located off the Southwest corner of such property. It is contemplated that land owners will provide their own water softener, reverse osmosis or water distiller systems at their own expense.

John S. ...
 Jerry ...
 Earline ...
 Robert ...
 Henry ...
 Ernest ...

Witness my hand and seal of said County at Cody, Wyoming, this 11th day of February, 1921.

STATE OF WYOMING
 COUNTY OF PARK

Recorded Feb. 11, 1921 at 2:05 P.M.
 of Book 81 Page 337 Park County, Wyo.
 No 28572

Subscribed and sworn to before me by the land owners as written above this 11th day of February, 1921.

Deak, S. Chapman
 Notary Public

Witness my hand and seal of said County at Cody, Wyoming, this 11th day of February, 1921.

