SIMPLE SUBDIVISION NO. 8

DISCLOSURE STATEMENT
SIMPLE THREE LOT SUBDIVISION NO. X 8

1. No entity has been established for road maintenance , construction or snow removal. The property owner will be responsible for maintenance of roadways, construction and snow removal.

2. Domestic water will be by well only, and each property owner must register with the Wyoming State Engineer's Office and comply to there regulations.

3. Sewage will be by septic only,with landowner responsible for getting required permits and all maintenance.

4. No covenants have been established and will not be enforced by Park County.

5. Home owner association: **NONE**

6. Property owners responsible for garbage disposal.
   A.) Keele Sanitation 587-6616
   B.) A-1 Sanitation 754-3221

7. Fire protection avialable by Cody and Powell fire department (appromiate 10 miles)

8. Flooding , not appaciale according to Hazard map 560085-0017

9. No codes , coveneants or declaration of protective convenants exsist regarding this property.

10. The United States Postal Service provides mail delivery service and pick-up at the corner of Lane 16 and Road 19 ½ about ¼ mile from said property.

11. Irrigation water rights are elacated to each lot consisting of Lot 1-8.20 acrers,Lot 2-7.67 acrers, and Lot 3-37.12 acrers. All water is recorded threw the Heart Mountian Irragation District and will be controled by them.It is unlawful for anyone to use water from any ditch or stream or canal , without a water right from The State of Wyoming.

12. Wastewater is the responsibility of each land owner. All wastewater travels towards the North-East corner of the said property and into a natural drianage ditch.

13. Services for lots are; natural gas,telephone and electical which run along each property on Road 19 ½ .Numbers and addresses for above services are as follows:

GAS COMPANY: **ENERGY WEST OF WYOMING**
2320 MOUNTIAN VIEW DRIVE
CODY WYO. 82414
307-587-4281

TELEPHONE: **QUEST**

401 NORTH 31ST STREET
BILLING, MT. 59101

ELECTRICAL: GARLAND LIGHT AND POWER
755 U.S. HWY 14 ALTERNATE
POWELL WYO. 82435
307-754-2881

2-6-02

KENNETH L. HEINRICH — DATE

ACKNOWLEDMENT

STATE OF WYOMING)
) SS.
County of Park)

The following instrument was acknowledged before me by Kenneth Heinrich **this** 6th **day** Feb **of** February **,2002.**

Witness my hand and official seal.

LORI EDGAR Notary Public County of Park State of Wyoming My Commission Expires February 9, 2005

Notary

My Commission Expires: 2-9-05

FILE DATE: 03/22/2002 FILE TIME: 04:05 PAGE #: 0002 OF 0002
PARK COUNTY, WY, KAREN CARTER - COUNTY CLERK DOC #: 2002 2220

PROTECTIVE COVENANTS
OF
HENRICH SIMPLE SUBDIVISION No. 8

The Protective Covenants of Henrich Simple Subdivision No. 8, made on the _____ day of November 17, 2003 by Stanley W. Peters, Lynda Clipsham Peters, Phillip M. Sheets, and Toby A. Sheets hereinafter referred to as "Declarants."

Witnesseth:

Whereas, Declarants are the owners of three separate parcels of real estate in the County of Park, State of Wyoming, which are more particularly described as lot 101, lot 102 and the "exempt parcel" as depicted on the Amended plat of Simple Subdivision No. 8, Book "G" of Plats, Page 134, according to the records of the County Clerk and Recorder of Park County, State of Wyoming.

Whereas, Declarants desire to subject Simple Subdivision No. 8 to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each of which is for the benefit of said property and for each owner, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to bind the successors in interest, and any owner thereof;

Now Therefore, Declarants hereby declare that all of lot 101, lot 102 and the "exempt parcel" described in Amended plat of Simple Subdivision No. 8, Book G of Plats, Page 134, according to the records of the County Clerk and Recorder of Park County, State of Wyoming, hereinafter referred to as the plat shall be held, sold and conveyed subject to the following restrictions, covenants, reservations, easements, liens and charges, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Article I
TERM

The covenants shall run with the real property herein above described and shall be binding on all parties and persons claiming under them until such time as an instrument signed by a majority of the parcels of the above described lands has been recorded and does amend, modify or rescind, in whole or in part, said covenants. Each parcel, lot 101, lot 102 and the "exempt parcel," shall be entitled to one (1) vote, regardless of the number of owners per parcel. In no event shall more than one vote be cast with respect to any parcel.

Article II
EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are

reserved as shown on the plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

Article III
RESIDENTIAL USE

(a) No lot or any improvement thereon shall be used for any commercial, manufacturing or industrial use; 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 storage or extended parking of industrial equipment.

(b) Uses permitted shall include recreational uses of a noncommercial nature and the maintenance of domestic horses, cows, sheep, rabbits, and household pets, including dogs, and cats. No livestock or pets shall at any time be permitted to run at large within the Henrich Simple Subdivision No. 8. No swine, ostriches or llamas shall be kept within the Henrich Simple Subdivision No. 8. The keeping of livestock for commercial purposes shall be limited to breeding and training of horses for personal use and for sale to others. Any horse operation on the Henrich Simple Subdivision No. 8 shall be limited to no more than one (1) horse per acre of the parcel on which the horses are kept. 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 other similar organizations. The owners or occupants of any lot may sell any agricultural products that are grown on the lot without restriction.

Article IV
SUBDIVISION

Lots 101 and 102 shall not be divided or subdivided into smaller parcels. This restriction does not apply to the "exempt parcel" as depicted on the amended plat of Simple Subdivision No. 8, Book G of Plats, Page 134, according to the records of the County Clerk and Recorder of Park County, State of Wyoming.

Article V
BUILDINGS AND IMPROVEMENTS

(a) No dwelling, building, structure or improvements shall be erected, altered, placed, or permitted to remain on any lot, except one detached single family dwelling and accessory buildings, structures, and improvements incident thereto.

(b) Accessory buildings may include a garage, shop, tool shed, barns, corrals for domestic livestock and buildings for household pets.

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KAREN CARTER, COUNTY CLERK 04:40:20PM 2 OF 5

(c) Construction of the external details of each structure shall be completed within one (1) year from the time construction commences.

(d) No permanent mobile homes allowed. Prefabricated homes may be permitted if prior plan approval is received from all other parcel owners in the subdivision.

(e) No barbed wire fencing of any style or manufacturer is allowed.

(f) No building, structure, or dwelling to be used for residential purposes shall be erected, altered, placed, or permitted on any lot unless the ground floor area, exclusive of porches, patios, decks, garages, shall contain more than:

(i) 1,000 square feet for a one-story structure;

(ii) 800 square feet for a tri-level, bi-level or two-story structure, with a minimum total area of 1,600 square feet, measured and determined by exterior dimensions.

Article VI
BUILDINGS AND IMPROVEMENT LOCATION

No building, outbuilding or livestock enclosure, including corrals, shall be located within 20 feet of any lot line.

Article VII
SEWER AND WATER

No underground storage tanks shall be allowed nor shall any owner be allowed to store hazardous material as defined by the Environmental Protection Agency or the State of Wyoming Department of Environmental Quality.

Article VIII
TRASH AND GARBAGE

(a) No trash, garbage or other waste shall be thrown, dumped or piled on any lot or permitted to remain thereon, except in containers provided for such purposes.

(b) All trash, garbage, and other waste shall be kept in suitable sanitary containers provided for such purposes and such containers shall be kept in a clean, sightly and sanitary condition.

(c) The owner and occupant of each lot shall dispose of trash, garbage and other waste which may accumulate on the lot owned or occupied by him and such disposal shall be made as frequently as may be required to prevent unpleasant odors or unsanitary conditions.

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KAREN CARTER, COUNTY CLERK 04:40:20PM 3 OF 5

Article IX
GENERAL PROVISIONS

(a) Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

In Witness Whereof, the undersigned being the Declarants herein, have hereunto set their hands and seal this 14 day of November, 2003.

N/A
Stanley W. Peters

N/A
Lynda Clipsham Peters

Philip M. Sheets

Toby A. Sheets

STATE OF WYOMING)
) ss.
COUNT OF PARK)

The above and foregoing instrument was acknowledged before me on this 14 day of November, 2003, by ~~Stanley W. Peters~~, ~~Lynda Clipsham Peters~~, Philip M. Sheets and Toby A. Sheets.

Cindy Bennett
Notary Public

My commission expires: 7-6-07

CINDY D. BENNETT
County of
Park
My Commission Expires
Notary Public
State of
Wyoming
7-6-07

Article IX
GENERAL PROVISIONS

(a) Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

In Witness Whereof, the undersigned being the Declarants herein, have hereunto set their hands and seal this 17 day of November, 2003.

Stanley W. Peters
Stanley W. Peters

Lynda Clipsham Peters
Lynda Clipsham Peters

N/A
Philip M. Sheets

N/A
Toby A. Sheets

STATE OF WYOMING)
) ss.
COUNT OF PARK)

The above and foregoing instrument was acknowledged before me on this 17 day of November, 2003, by Stanley W. Peters, Lynda Clipsham Peters, Philip M. Sheets and Toby A. Sheets.

LINDA VEYLUPEK Notary Public
County of Park
State of Wyoming
My Commission Expires September 3, 2006

Linda Veylupek
Notary Public

My commission expires: September 3, 2006

PARK COUNTY, CODY, WY REC $20.00 11/17/2003 #2003-11046
KAREN CARTER, COUNTY CLERK 04:40:20PM 5 OF 5