DECLARATION OF
RESTRICTIONS, CONDITIONS AND PROTECTIVE COVENANTS
FOR
WINDSOR ESTATES SUBDIVISION

THIS DECLARATION is made by Windsor, Inc. hereinafter referred to as (DECLARANT") who is the owner of all lands within the following described property situated in Park County, Wyoming to-wit:

See Exhibit "A" Attached hereto and incorporated thereby.

Said property being particularly described by the plat recorded in the office of County Clerk, Park County, Wyoming in Book 2008, at page 1482, hereafter referred to as ("Plat"), which establishes the designation of said land in lot numbers 1 to 11, Block A; 1 to 6, Block B; and 1 to 7, Block C, hereinafter referred to as ("Lots").

WHEREAS, these covenants are executed in conjunction with the By-laws of the Windsor Estates Homeowner Association concurrently herewith, and both documents are created to insure that the use and development of the above described property will be for residential purposes only; to preserve and enhance the values related to said property; to provide for the establishment of road, utility, irrigation, and ditch easements for the mutual benefit of the future owners of lots within Windsor Estates Subdivision, hereinafter referred to as ("Windsor Estates")

NOW, THEREFORE, the undersigned do hereby make, publish, declare and impose upon all of the above described property, known as Windsor Estates Subdivision, the following restrictions and limitations governing the use and development of all of the lots within the above described property. And do hereby covenant, agree and declare that said restrictions and limitations on the use of said land shall be and constitute covenants running with the land and each portion thereof, within the above described property, and shall be binding upon the undersigned and all persons claiming under them, and shall be for the benefit as well as limiting and restricting all future owners of any and all of the lots within the above described property in the following manner, to-wit:

ARTICLE I
USE OF THE PROPERTY

A. All lots contained in the above described property shall be used exclusively for single family residential purposes.

B. Retail or commercial use, of any description, shall be prohibited. No building or structure intended for business purposes and no apartment house, duplex, lodging house, rooming house, bed and breakfast, residential care facility, hospital, sanatorium, or any multiple family dwelling shall be erected, placed, permitted or maintained on any of the property hereinabove described or any part thereof. No manufacturing, commercial business or other enterprise, whether or not conducted for profit, shall be operated, maintained, or conducted on any lot within Windsor Estates or in any structure erected or placed thereon.

C. There shall not be erected, on any part of Windsor Estates, any building in which shall be carried on any offensive, noxious or any activity detrimental to the use of the land in the vicinity of the conveyed premises for private residences. Nor shall any portion of Windsor Estates be used of any purpose that, as a matter of common experience, tends to create a nuisance.

D. The commercial raising or feeding of animals shall be prohibited within Windsor Estates.

E. No lot within Windsor Estates may be further divided for any purpose.

ARTICLE II
STRUCTURES PERMITTED

A. Residences erected upon the property shall have a minimum size square footage of ground floor living area, exclusive of porches, patios, basements or garages, as follows:

1800 square feet if structure is one story above ground.
1500 square feet if structure is either a two story or tri level.

B. In a desire to maintain open space area within the subdivision, the maximum amount of structural development, per lot, shall not exceed 30%. Structural development shall not include landscaping or lawns. For example, for a lot of 20,000 square feet, the total amount of structural development shall not exceed 6,000 square feet.

C. No building shall be erected or structurally altered to exceed two (2) stories, exclusive of any basement, or a maximum overall height of thirty-five (35) feet above grade.

D. Each residence shall have as a minimum a two (2) car garage either attached or detached from the residence.

E. Each residence shall have a parking area which shall be weed free and, at a minimum, shall be graveled. The recommended parking area shall be 20 x 30 feet. However, the Architectural Review Committee may consider other size variations suitable for three (3) vehicle parking.

F. Each building, whether dwelling, detached private garage, or recreation building, shall be setback from each lot line as follows:

Front: 35 feet	Side (Corner Lot): 35 feet
Rear: 15 feet	Side (Interior Lot): 15 feet

G. No mobile, manufactured, modular homes or buildings shall be permitted. Construction of residences may be frame or log and the exterior of all structures shall be stone, wood, manufactured wood products, brick, metal, Drivet (exterior insulation stucco finish system), or any other similar system of comparable quality. No vinyl siding of any nature shall be permitted for either residences or outbuildings. Painting or staining shall be in good taste,

as approved by the Architectural Review Committee. All out building exterior siding and roofing must match the siding and roofing of the lot's residence.

H. At no time shall any temporary structure be used as a place of residence or habitation. All dwellings and other buildings to be erected on the property herein described, shall be new construction of good quality workmanship and materials.

I. No buildings or structures shall be moved on to any lot.

J. All construction and alterations shall be pursued with reasonable diligence and shall be completed within one year from the date of commencement, which shall be the date excavation is initiated, or thirty days following the placement of construction equipment or materials upon the residential site, whichever shall first occur.

K. All approved exterior finishes of residences and garages must be completed before the residence is occupied.

L. Each Lot owner shall be responsible for any culverts, as needed, and for maintenance of their own driveway and approach in addition to their lot maintenance.

M. All lot improvements shall be subject to all City of Cody codes, ordinances and regulations and inspections.

ARTICLE III
PETS AND LIVESTOCK

A. Residents shall be entitled to keep and maintain domestic dogs and cats on their property in reasonable numbers. All pets must be confined to their lot and shall not be allowed to run freely beyond their lot. All pets kept shall be controlled and maintained so as not to become offensive or a nuisance to the neighbors.

B. No livestock shall be permitted.

ARTICLE IV
FENCING

A. Front yard fencing is discouraged within the entire subdivision. Decorative fencing for a front yard may be installed only with the express consent of the Architectural Review Committee.

B. All fencing shall be subject to applicable ordinances enacted by the City of Cody.

ARTICLE V
UTILITIES AND SERVICES

A. City sewer services are provided to each lot line. It shall be the lot owner's responsibility to apply to the City of Cody for such sewer services and to extend the services to any point of use.

PARK COUNTY, CODY, WY REC $32.00 02/26/2008 #2008-1483
KELLY JENSEN, COUNTY CLERK 02:43:00PM 3 OF 9

B. Installation of water, sewer, or utility lines, including power and telephone lines for the respective lots shall be at the expense of the lot owner. All newly installed utility wires, cables, pipes and lines shall be installed underground. All claims for damages, if any, rising out of the construction, maintenance or repair of utilities, or on account of temporary or other inconvenience caused thereby, against the undersigned are waived by all owners.

C. No mercury vapor lights shall be permitted on any lot. Any light used to illuminate signs, parking areas or for other purposes shall be arranged so as not to be offensive or a nuisance to other lot owners.

D. All lots within the above described lands are subject to rights-of-way and easements for the repair, replacement, installation and maintenance of all existing roads, water lines, pipelines, drainage ditches, power lines, telephone lines, and any other utilities including all such easements and rights-of-way shown on said plat. Raw water or irrigation pipelines are deemed to be utilities as to those utility easement and rights-of-way reflected on the plat and may be utilized for such pipelines.

E. The establishment of all existing and or any future irrigation rights-of-way and easements over and across any lot, road, ditch or utility easement which may become necessary are hereby reserved unto the Windsor Estates Homeowners Association.

ARTICLE VI
EASEMENTS

A. All easements are to remain unobstructed to the intended use of that easement. However, each lot owner shall perform normal maintenance over any easement which crosses their lot to preserve the attractive appearance of that area.

ARTICLE VII
ARCHITECTURAL REVIEW

A. For the purpose of preserving the natural beauty and enhancing the property values and to insure the development of the lands within Windsor Estates Subdivision as an area of high standards, the undersigned reserves unto the Architectural Review Committee hereinafter provided, the power to review and control the design of buildings, structures and all other improvements or alterations thereto, placed on each lot.

B. The Architectural Review Committee shall be composed of Windsor, Inc., Charles Hilton, Deloris Hilton, and Stan Siggins, all of Cody, Wyoming, until 18 lots are sold either by warranty deed or contract for deed. In the event any of the initial members of the committee are unable to serve of any reason, Windsor, Inc. may appoint an alternate. When 18 of the lots have been sold by the undersigned, the members of the Homeowners Association shall vote for the election, by a majority of those casting votes, of a three (3) member Architectural Review Committee, each position to be held by a lot owner. Each member of the Architectural Review Committee shall serve in the same manner, and be replaced if necessary in the same manner, as an officer of, and future member of Windsor Estates Homeowners Association.

C. Neither the undersigned nor any future member of the Architectural Review Committee, nor any agent thereof shall be responsible in any way for the defects of any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done in accordance to such plans and specifications.

D. Prior to the submission of plans to the Architectural Review Committee, a set of plans, including lot use, must be submitted, reviewed and approved by the City of Cody Building Inspector. A copy of the written approval shall be submitted to the Architectural Review Committee when the plans are submitted to them in accordance with subparagraph E of this article.

E. There shall be submitted to the Architectural Review Committee a complete set of plans and specifications of any and all improvements, the erection of alteration of which is desired, and no structures or improvements of any kind shall be erected, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed, or maintained, together with the proposed color scheme for roofs and exteriors.

F. The Architectural Review Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid in the event such plans, specifications and details are not in accordance with all of the provisions of this declaration, if the design or color schemes of the proposed building or other structure is not in harmony with the general surroundings of such lot, or with the adjacent buildings or structures, if the plans and specifications or details, or any part thereof are contrary to the interest, welfare or rights of all or any part of the real property subject hereto, or the owners thereof, all in sole discretion of the Architectural Review Committee. The decision of the Architectural Review Committee shall be final.

ARTICLE VIII
VEHICLES AND EQUIPMENT

A. No commercial vehicles, construction or like equipment, commercial trailers of any kind, trucks, buses, tractors, or other items of the same or similar nature to those named herein shall be allowed or permitted to remain on any portion of any lot within the above described property for a period greater than seventy two (72) hours unless said vehicle, equipment or trailer shall be enclosed in a garage, carport, barn or similar structure which is in full compliance with all of the provisions of the foregoing covenants.

B. Operable horse trailers, campers, recreational vehicles, boats, snowmobiles, two, three or four wheel motor vehicles or all-terrain vehicles may be parked on any lot so long as they are currently licensed and registered, and so long as they are parked either along side or behind a permanent structure on the lot.

C. No inoperable vehicle, equipment or trailer shall be placed on any lot unless said vehicle, equipment or trailer shall be enclosed in a garage, carport or similar structure which is in full compliance with all of the provisions of the foregoing covenants.

D. Parking along Windsor Drive North, Windsor Drive South or North Chugwater Drive is discouraged at all times. No vehicle of any nature may be parked along Windsor Drive North, Windsor Drive South or North Chugwater Drive for longer than twenty-four (24) hours. All permitted vehicles parked for more than twenty-four (24) hours shall be parked within the off road parking areas as provided in Article II.

ARTICLE IX
OFFENSIVE ACTIVITIES

A. Each lot shall be kept in a clean and sightly condition at all times. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any lot if they are visible from any neighboring lot or road, except as necessary during a period of construction.

B. No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done, placed, or stored thereon which may be or become an annoyance or nuisance to the neighborhood. Any noise or odor which will, or might, disturb the peace, quiet, comfort or serenity of the occupants of nearby lots will not be allowed.

ARTICLE X
IRRIGATION

A. All irrigation within the subdivision shall be by sprinklers and no flood irrigation shall be permitted.

B. All lots located within the subdivision are subject to easements and rights-of-way for the installation, maintenance, repair and replacement of irrigation and drainage systems to include pumps and pump stations, irrigation and drainage ditches, water lines and underground water pipelines from the Indian Pass Ditch through the subdivision.

C. The owners of each lot shall, as a condition of ownership, be members of the Windsor Estates Homeowners Association which shall govern the operation, diversion, allocation, and distribution of irrigation water. The owners of the respective lot or lots shall, as a member, be subject to the by-laws, rules, regulations, and assessments of such association. Any assessment by the Association shall be in addition to assessments which may be levied against individual lots by Cody Canal Irrigation District.

D. Any and all assessments made by Cody Canal Irrigation District shall be the individual responsibility of each lot owner and full timely payment thereof shall be a prerequisite to the delivery of water by the Association to each lot.

E. The Windsor Estates Homeowners Association shall be empowered to promulgate by-laws, rules, and regulations pertaining to the operation of the Association, timely cleaning and maintenance of the irrigation systems and the scheduling of irrigation times on a rotation basis on which lot owners may utilize their sprinkler systems, during the irrigation season. Any conflict or controversy between various owners or occupants of lots within Windsor Estates concerning the utilization and maintenance of the aforementioned irrigation systems shall be decided by the water master elected by the Association. The water master's decision may be

appealed to the full membership of the Association upon proper notice. The lot owners shall abide by the decision of the water master unless and until reversed by the voting membership.

F. The owner or occupant of each lot shall cooperate with the owners of all other lots within the above described property to effectively and efficiently distribute water flowing in and through their respective irrigation system to insure optimum beneficial application and optimum utilization of all water authorized for application to said lands under and by virtue of the water rights of the State of Wyoming.

ARTICLE XI
MISCELLANEOUS

A. Garbage. No lot or any portion thereof shall be used or maintained as a dumping ground for rubbish, trash, garbage, and all other waste shall not be kept or allowed to remain on any lot except in sanitary containers. All equipment for storage or disposal of such materials shall be the responsibility of the owner. It is the responsibility of the owner or occupant to remove any and all rubbish, trash, or garbage at reasonable times so it shall not become offensive to the neighbors. City of Cody city ordinances and regulations shall apply.

B. Signage. No signs of any kind or character shall be displayed on any lot except signs not exceeding six (6) square feet advertising the premises for sale. No sign shall be illuminated or electrified.

C. Firearms. Firearms may only be used in compliance with Wyoming law and City of Cody ordinances.

D. Weed Control. Each owner or occupant of a lot shall regularly mow or otherwise destroy weeds which may grow upon such lot before weeds become unsightly. No owner or occupant shall allow or permit any noxious weeds to grow or ripen upon any lot. This responsibility shall extend beyond the lot line to the edge of any adjacent road or drive or approach.

ARTICLE XII
RELEASE OF LIABILITY

By virtue of purchasing any lot, either by deed or contract for deed, each buyer, their heirs and assigns, have accepted the condition of their property "as is" and have released and agreed to forever hold harmless the undersigned from any liability, including but not limited to liability for further construction of any road, utility lines, or fencing.

ARTICLE XIII
ENFORCEMENT PROVISIONS

A. Binding Effect of this Declaration. By virtue of purchasing any lot, both by deed or contract for deed, each buyer, their heirs and assigns, accepts such title upon and subject to each of all of the provisions, restrictions, conditions, easements, covenants, agreements, liens, charges, associations, and similar limitations herein contained. By such acceptance they, for themselves, their heirs, personal representatives, successors and assigns, covenant, consent

PARK COUNTY, CODY, WY REC $32.00 02/26/2008 #2008-1483
KELLY JENSEN, COUNTY CLERK 02:43:00PM 7 OF 9

and agree to and with the undersigned owners and to and with the grantees and subsequent owners of each of said lots within the above described property, to keep, observe and comply with and perform said provisions, restrictions, conditions, easements, covenants, association, agreements, liens and charges.

B. Captions. The captions of the various paragraphs herein are for convenience only and are not a part of these covenants, restrictions and conditions and do not in any way limit or amplify the terms and provisions hereof.

C. Terms. All the provisions, conditions, covenants, restrictions, easements, agreements, reservations, liens and charges set forth herein shall continue and remain in full force and effect, without modification, at all times against all of said lots and the owners and occupants thereof, for a period of twenty-five (25) years from and after the date hereof. Said provisions, conditions, covenants, restrictions, easements, agreements, reservations, liens and charges shall remain in full force and effect thereafter for successive ten (10) year periods unless by a written duly recorded agreement executed by the then owners of eighteen (18) of the twenty-four (24) residential lots within the above described property, the terms and provisions are changed, modified, annulled, abrogated, in whole or in part. Such change shall only be effective upon the filing in the office of the County Clerk, Park County, Wyoming, an instrument setting forth such annulment, amendment or modification executed by the then owner or owners of record of eighteen (18) lots within the above described property.

D. The Windsor Estates Homeowners Association. The owners of each lot within Windsor Estates shall automatically be a member in the Windsor Estates Homeowners Association. Members shall be governed by the by-laws, rules, regulations, and assessment of the Association. From time to time the Association may assess the members for the purpose of irrigation system maintenance. The Association shall have and retain a lien against the property of each owner who shall fail to pay such owner assessment at the time and in the manner prescribed by the Association. Such lien may be foreclosed in the same manner as a mechanic's lien under the laws of the State of Wyoming.

E. Invalidation. In the event any one or more of these covenants herein contained is rendered invalid or unenforceable/enforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall, none-the-less, remain in full force and effect for and during the full term hereof.

F. Enforcement, Attorney Fees, and Costs. Any owner or Association herein authorized or established may enforce compliance with the provisions hereof by commencing an action for injunction for damages or foreclosure or for all such remedies or will as any other legal or equitable remedies authorized under the laws of the State of Wyoming against any owner or occupant of any lot who violates any of the covenants herein contained or any rules, regulations, by-laws or assessments of the Association herein. The owner of any lot who violates or breaches any covenant herein or the rules, regulations, by-laws or assessments of any Association herein established shall pay all costs including reasonable attorney's fees, incurred by any person or persons, or Association who shall, commence the legal preceding to enforce any of the provisions hereof or any of the rules, regulations, assessments or by-laws of any Association herein named.

G. In the event of a conflict between the provisions of these covenants and the ordinances or regulations of the City of Cody, the ordinances and regulations of the City of Cody shall control. These covenants shall be in addition to, and not in lieu of any and all ordinances and regulations imposed by the City of Cody. Nothing in these covenants shall be construed as a waiver of the requirements imposed by the City of Cody ordinances and regulations. All Grantees of property governed by these covenants shall abide by and be governed by the ordinances and regulations of the City of Cody.

IN WITNESS WHEREOF, the parties have executed this Declaration of Restrictions, Conditions, and Protective Covenants for Windsor Estates Subdivision the 20th day of Feb, 2008.

WINDSOR, INC.

by: Charles T Hilton, Pres.

WINDSOR, INC. CORPORATE SEAL WYOMING

STATE OF WYOMING)
) ss,
COUNTY OF PARK)

The above and foregoing instrument was acknowledged before me this 20TH day of FEBRUARY, 2008, by Charles T. Hilton.

Mary C. Wiener
Notary Public

My commission expires: November 04, 2008

MARY C. WIENER
County of Park
My Commission Expires:
Notary Public
State of Wyoming
11-04-08

PARK COUNTY, CODY, WY REC $32.00 02/26/2008 #2008-1483
KELLY JENSEN, COUNTY CLERK 02:43:00PM 9 OF 9

BY-LAWS OF THE
WINDSOR ESTATES HOMEOWNERS ASSOCIATION

The by-laws are adopted by the undersigned as owners of all of the lots within Windsor Estates Subdivision (hereinafter "Subdivision") and dedicated with the intent to bind all future lot owners and provide a frame-work upon which such owners may pursue the purposes set forth herein.

ARTICLE I
PURPOSE

The purposes for which the Association is organized are:

1. Maintenance of the Windsor Estates raw water system;
2. To distribute and dispose of irrigation water under the terms and conditions of the Cody Canal Irrigation system, through the Indian Pass Ditch;
3. Enforcement of the Declaration of Restrictive and Protective Covenants dedicated to the subdivision; and
4. In general to do everything necessary, proper or advisable for the accomplishment of the purposes set forth herein.

ARTICLE II
MEMBERSHIP

1. Membership Eligibility. Each lot within the subdivision shall represent one membership even if a lot is owned by more that one person or even if one person owns more that one lot. Such membership shall hereinafter be referred to simply as a "member."

2, Voting Authority. Every present and future record owner(s) of each lot shall have the collective authority as a member to cast one vote per lot. In the event the record owner(s) shall agree to sell their lot(s) under contract for deed, voting authority shall automatically transfer to the purchaser upon the recording of a memorandum of that agreement with the Park County Clerk and Recorder.

3. Assignment. A record owner(s) may assign their membership to the tenant occupying their lot or residential unit in the Subdivision. Such assignment to be effective must be filed with the Manager of the Association.

ARTICLE III
MEETING OF MEMBERS

1. Annual Meeting. An annual meeting of the members of the Association shall be held on the second Monday in February each year beginning with the year 2008 at the hour of 7:00 p.m., or at any date, place and time chosen by the majority of members, for the purpose of electing officers and the 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.

PARK COUNTY, CODY, WY REC $23.00 02/26/2008 #2008-1484
KELLY JENSEN, COUNTY CLERK 02:44:00PM 1 OF 6

2. Special Meetings. In addition to the annual meetings, special meetings of the members may be held at such time as shall be determined by a majority vote of the officers of the Association or upon a petition signed by not less than four 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 four-fifths of the members present, either in person or by proxy.

3. 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.

4. 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 30 days prior to such meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the United States Mail addressed to the member at their address as it appears on the records of the Association with postage thereon prepaid. Members shall have the responsibility to notify the Association Manager of any change of address or if the lot ownership has transferred under contract or otherwise.

5. Waiver of Notice. A written waiver of notice signed by a member, whether before or after a meting, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

6. Quorum. Ten (10) members represented either in person or by proxy 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 naming another member to vote his or her interest on their behalf. Each proxy shall be revocable at the pleasure of the member executing it. No proxy shall be valid after 60 days from the date of its execution, unless otherwise provided in the proxy.

9. Manner of Acting. A majority of the votes present or represented by proxy at the meeting at which a quorum is present shall be necessary for the adoption of any matter unless a greater proportion is required by these By-Laws.

10. Record of Meetings. At every meeting of the Association records shall be kept as to which lots were represented and who was present to represent those lots.

PARK COUNTY, CODY, WY REC $23.00 02/26/2008 #2008-1484
KELLY JENSEN, COUNTY CLERK 02:44:00PM 2 OF 6

ARTICLE IV
OFFICERS

1. Designation. The officers of the Association shall be a Manager, a Treasurer, a Secretary and a Water Master, all of whom shall be elected by and from the members of the Association. One member may hold more than one office and may serve both as Manager and Water Master and another member may serve both as Secretary and Treasurer. However, in no event may one member serve concurrently as Treasurer and Manager.

2. Election and Term of Office. The Officers of the Association shall be elected annually by the members at their annual meeting. If the election of Officers is not held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until their successor shall have been duly elected and shall have qualified, or until death, or until they shall resign or shall have been removed in the manner hereinafter provided.

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 or her successor elected at any meting of the membership called, at least in part, for that purpose.

4. Vacancies. Vacancies in offices, however occasioned, may be filled at any time by election by the members for the unexpired terms of such offices.

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

6. 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 or she 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 or her 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 $100.00 be made without the prior consent of the members.

7. Secretary. The Secretary shall keep and maintain the records of the Association, prepare and deliver all notices required, keep minutes of the meetings of the Association and carry out all such other similar duties usually associated with this office.

8. Water Master. The Water Master shall be responsible to ensure that with regard to raw water usage the Association and all of its members comply with the provisions of Wyoming Law and the terms and conditions of Indian Pass Ditch and the rules and restrictions of the Association as hereinafter provided.

PARK COUNTY, CODY, WY REC $23.00 02/26/2008 #2008-1484
KELLY JENSEN, COUNTY CLERK 02:44:00PM 3 OF 6

ARTICLE V
BOOKS, RECORDS AND REPORTS

1. Report to Members. The Association shall send an annual report to the members of the Association not later than two weeks prior to the annual meting of the Association. Such report shall include a balance sheet as of the close of the fiscal year of the Association and a revenue and disbursement statement for the year ending on such closing date. Such financial statements shall be prepared from and in accordance with the books of the association.

2. Inspection of Records. Any person who is a member of the Association shall have the right, for any proper purpose and at any reasonable time, on written demand stating the purpose thereof, to examine and make copies from the relevant books and records of accounts, minutes, and records of the Association. Upon the written request of any member, the Association shall mail to such member a copy of the most recent balance sheet and revenue and disbursement statement. If such request is received by the Association before such financial statements are available for its last fiscal year, the Association shall mail such financial statements as soon as they become available. In any event, the financial statements must be mailed within four months after the close of the last fiscal year. Additionally, balance sheets and revenues and disbursement statements shall be kept for at least five years, and shall be subject to inspection during business hours by any member, in person or by agent.

ARTICLE VI
FISCAL YEAR

The fiscal year of the Association shall be based upon a calendar year.

ARTICLE VII
DUES AND ASSESSMENTS

1. Annual Dues. Except for any lots still owned by Windsor, Inc., as developers until January 1, 2011, beginning in 2009 the annual dues of the Association shall be $90.00 for each lot in the Subdivision. Windsor, Inc. shall not pay any dues as developers but shall none the less have full voting privileges per lot as described therein. The annual dues may be changed from time to time by the membership at any annual or special meeting called for such purpose.

2. Payment of Annual Dues. The annual dues shall be paid in advance for the calendar year on or before the 31st day of March beginning March 31, 2009. Dues may be prorated on a monthly basis commencing with the month in which a person becomes eligible for membership.

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. The Secretary shall mail notice of each dues assessment to every member of record on or about December 1st of each year. Any such special assessments will be in addition to any assessments levied against any lot by the Cody Canal Irrigation District (CCID). CCID's billings are independently generated through the Park County treasurer's office and received by each lot owner with their property tax billing.

PARK COUNTY, CODY, WY
KELLY JENSEN, COUNTY CLERK
REC $23.00
02/26/2008
02:44:00PM
#2008-1484
4 OF 6

4. Default in Payment of Monthly Dues or Assessments.

(a) When any member(s) shall be in default in the payment of annual dues or assessments for a period of 15 days from the date on which such dues or assessments become payable, or if any member is delinquent in their payment of their CCID assessment, he or she shall, for the purpose of voting, not be considered as a member in good standing. He or she 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 or her monthly dues or assessments as the same become due, after 29 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 choose not to 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 County or district Court in accordance with the provisions of Wyoming law.

(c) In any event, if any action is taken under this Article by the Association against a member, then notice of such action shall be given by the Association to all persons known to the Officers to have any interest in the subject lot and any additional person(s) who have a vested interest of record recorded in the books and records for the Park County Clerk and Recorder.

ARTICLE VIII
USE OF FUNDS

Income of the Association shall be used only for the maintenance and improvements needed on the raw water delivery system. Officers of the Association shall not be paid by the Association for their services, but the annual dues of an officer of the Association may be waived during such time as he or she serves as an officer. Any waiver of dues must first be approved by a majority vote of the members.

ARTICLE IX
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 majority vote of the members of the Association and when so approved shall become a part of these By-Laws.

ARTICLE X
INDEMNIFICATION

The Association shall indemnify and hold harmless each Officer for all acts or omissions done in good faith.

PARK COUNTY, CODY, WY REC $23.00 02/26/2008 #2008-1484
KELLY JENSEN, COUNTY CLERK 02:44:00PM 5 OF 6

ARTICLE XI
AMENDMENTS

These articles may be amended or repealed, or new By-Laws may be made and adopted at any annual 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. Copies of all amendments made shall be witnessed by the Secretary and Manager of the Association and duly recorded in the office of the Park County Clerk and Recorder

Dated this 20th day of Feb, 2008

WINDSOR, INC.

by: Charles T Hilton, Pres.

WINDSOR, INC. CORPORATE SEAL WYOMING

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Charles T. Hilton this 20th day of FEBRUARY, 2008.

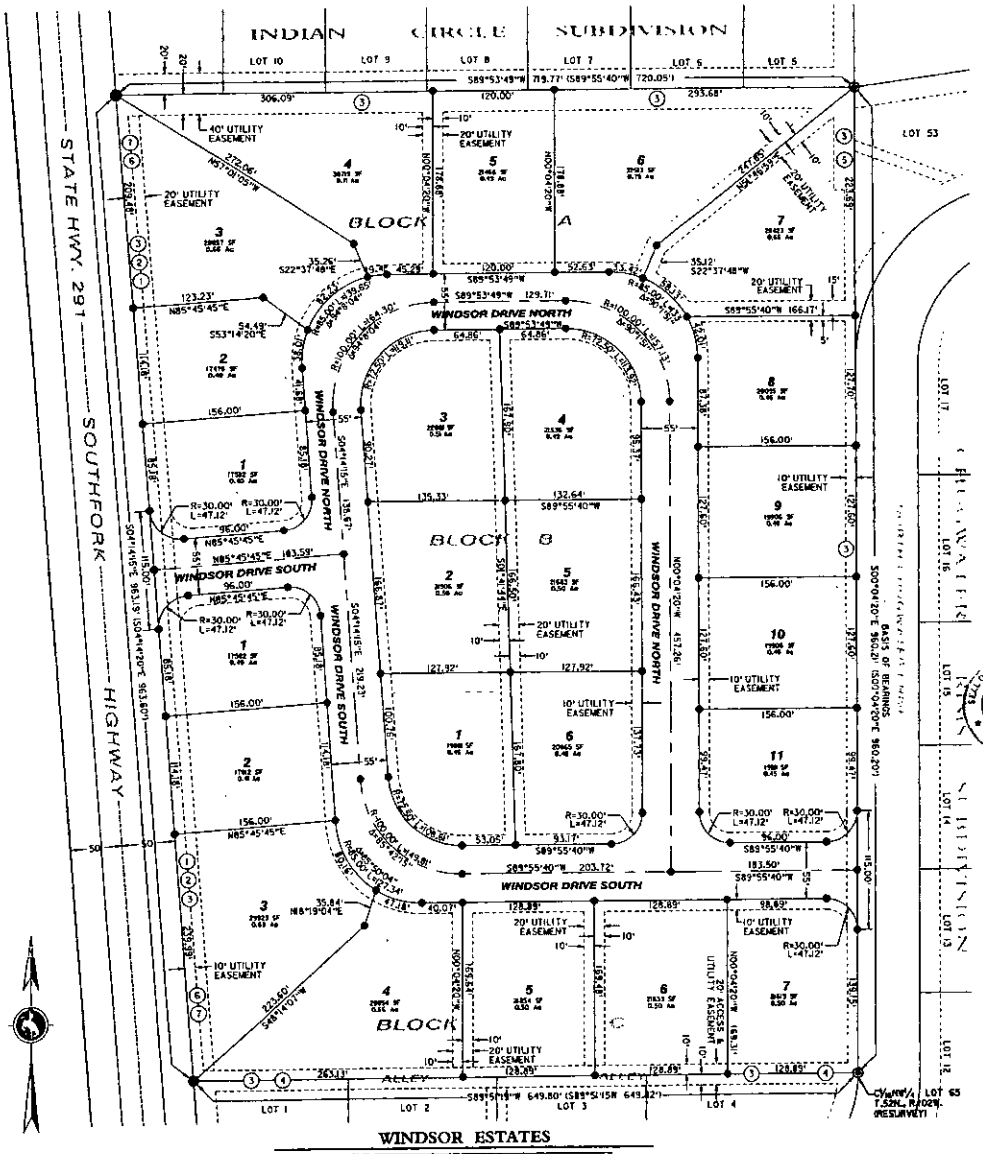
Witness my hand and official seal.

Mary C Wiener
Notary Public

My Commission Expires:
November 4, 2008

MARY C. WIENER
County of Park
My Commission Expires:
Notary Public
State of Wyoming
11-04-08

PARK COUNTY, CODY, WY REC $23.00 02/26/2008 #2008-1484
KELLY JENSEN, COUNTY CLERK 02:44:00PM 6 OF 6



WINDSOR ESTATES

SCALE = 1" = 60'

LEGEND

- INDICATES REBAR WITH 2" ALUM. CAP FOUND
- INDICATES 2-1/2" ALUM. PIPE WITH 3" ALUM. CAP FOUND
- INDICATES BRASS CAP FOUND
- INDICATES REBAR WITH ALUM. CAP FOUND & REPLACED WITH 3" BRASS CAP ON 2-1/2" STEEL PIPE
- INDICATES 5/8"x24" REBAR WITH 2" ALUM. CAP SET
- RECORD DIMENSIONS SHOWN THUS

NOTES

1) ALL LOT AREAS SHOWN HEREON ARE NET AND DO NOT INCLUDE AREAS WITHIN THE ROAD RIGHT-OF-WAY.

2) TOTAL AREA WITHIN THE "WINDSOR ESTATES" SUBDIVISION = 15.10 ACRES±
TOTAL AREA IN SUBDIVISION ROAD RIGHT-OF-WAY = 2.61 ACRES±
TOTAL AREA IN SUBDIVISION LOTS = 12.49 ACRES±

3) HOME OWNER'S ASSOCIATION DOCUMENTS AND PROTECTIVE COVENANTS EXIST FOR THE "WINDSOR ESTATES" SUBDIVISION. PLEASE SEE SAID COVENANTS FOR SPECIFIC RULES AND REGULATIONS REGARDING THIS PROPERTY.

4) THE EASEMENTS AND EXCEPTIONS SHOWN HEREON WERE PROVIDED BY SHOSHONE TITLE OF CODY, WYOMING CONTAINED IN COMMITMENT NO. 4601-H28552. THIS SURVEYOR DID NOT PERFORM A COMPLETE ABSTRACT TITLE SEARCH FOR THIS PROPERTY.

5) ALL LOT OWNERS WILL BE ASSESSED A PER LOT IMPACT FEE AND LIFT STATION FEE PAYABLE TO THE CITY OF CODY PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. IF

WAIVERS

1) WAIVER OF ALLEY REQUIREMENT.

2) WAIVER OF CURB, GUTTER, AND SIDEWALK REQUIREMENT ALONG STATE HIGHWAY 291.

CERTIFICATE OF DEDICATION

STATE OF WYOMING
COUNTY OF PARK } SS

WE THE UNDERSIGNED, HEREBY CERTIFY THAT WINDSOR, INC. IS THE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED PROPERTY:

ALL OF THE PROPERTY CONVEYED TO WINDSOR, INC. BY THE WARRANTY DEED AS RECORDED IN THE RECORDS OF THE CLERK AND RECORDER OF PARK COUNTY, WYOMING, UNDER DOCUMENT NUMBER 2008-8430, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT B, INDIAN CIRCLE SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN BOOK "C" OF PLATS, PAGE 120, ACCORDING TO THE RECORDS OF THE CLERK AND RECORDER OF PARK COUNTY, WYOMING.

THAT WE HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND PLATTED AS SHOWN HEREON AS THE "WINDSOR ESTATES" SUBDIVISION LOCATED WITHIN THE CITY OF CODY; THAT THE SUBDIVISION AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF WINDSOR, INC.; AND THAT WE HEREBY DEDICATE AND SET APART THE STREET RIGHTS OF WAY AND UTILITY EASEMENTS SHOWN HEREON ALONG WITH OTHER EASEMENTS AND PURPOSES SO NOTED HEREON TO THE CITY OF CODY FOR THE PUBLIC USE.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 25th DAY OF February, 2008.

WINDSOR, INC.
BY: _____

WINDSOR, INC. CORPORATE SEAL WYOMING

ATTEST:

STATE OF WYOMING
COUNTY OF PARK } SS

THE FOREGOING CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS 25th DAY OF February 2008 A.D.

WITNESS MY HAND AND OFFICIAL SEAL.

Mary C. Wilson
NOTARY PUBLIC

MARY C. WILSON — County of Park — State of Wyoming — My Commission Expires 11-04-08

MY COMMISSION EXPIRES: November 4, 2008

APPROVALS

CITY PLANNING AND ZONING BOARD

APPROVED AS OF THE 27 DAY OF November 2007 BY THE PLANNING AND ZONING BOARD, CITY OF CODY, WYOMING.

CHAIRMAN - GLENN W. NELSON

CITY COUNCIL

APPROVED AS OF THE 4th DAY OF December 2007 BY THE CITY COUNCIL OF CODY, WYOMING.

MAYOR - ROGER SEDAM

ATTEST: Jennifer Rourke
ADMINISTRATIVE SERVICES DIRECTOR

STATE OF WYOMING
COUNTY OF PARK } SS

THE FOREGOING CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS 26th DAY OF February 2008 A.D.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

EASEMENTS OF RECORD

1. RIGHT-OF-WAY FOR GAS PIPELINE, INCLUDING THE TERMS AND CONDITIONS CONTAINED IN DOCUMENTS; BK.231 P.231, BK.237 P.273, BK.232 P.165, MF BK. 46 P.792, MF BK.163 P.122.
2. RIGHT-OF-WAY FOR ELECTRIC TRANSMISSION AND DISTRIBUTION LINE, INCLUDING THE TERMS AND CONDITIONS CONTAINED IN DOCUMENT: BK. 374 P. 302.
3. RESTRICTIONS, RESERVATIONS, CONDITIONS AND EASEMENTS SHOWN ON THE PLAT FOR THE "INDIAN CIRCLE" SUBDIVISION RECORDED IN PLAT BOOK "C", P.120 AND THOSE SHOWN ON THE PLAT FOR THE "CHUGWATER RIMS" SUBDIVISION RECORDED IN PLAT BOOK "F", P.154.
4. ACCESS AND UTILITY EASEMENT, INCLUDING THE TERMS AND CONDITIONS CONTAINED IN DOCUMENT: MF BK. 272, P. 242.
5. RIGHT-OF-WAY FOR UTILITIES, INCLUDING THE TERMS AND CONDITIONS CONTAINED IN DOCUMENT: 1996-6491.
6. RIGHT-OF-WAY FOR UTILITIES AND IRRIGATION DITCH OR PIPELINE, INCLUDING THE TERMS AND CONDITIONS CONTAINED IN DOCUMENT: 1996-6499.
7. RIGHT-OF-WAY FOR ELECTRICAL FACILITIES, INCLUDING THE TERMS AND CONDITIONS CONTAINED IN DOCUMENT: 2005-2364.

RECORDERS ACCEPTANCE

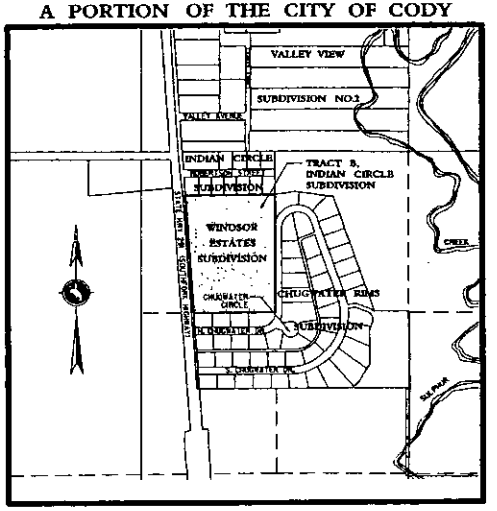
THIS PLAT WAS FILED FOR THE PUBLIC RECORD IN THE OFFICE OF THE CLERK OF PARK COUNTY, WYOMING, AT 3:14 O'CLOCK P M. ON THE 26th DAY OF February, 2008 A.D., AND IS DULY RECORDED IN BOOK 7, PAGE NUMBER 80.

Doc # 2008-1482

Kelly Jensen
PARK COUNTY CLERK

BY: Carol Bellamy
DEPUTY

A PORTION OF THE CITY OF CODY



VICINITY MAP

SCALE = 1" = 500'

CERTIFICATE OF SURVEYOR

STATE OF WYOMING
COUNTY OF PARK } SS

I, PAUL R. CAMPBELL, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF WYOMING BY REGISTRATION NUMBER 2571 HEREBY CERTIFY:

THAT DURING THE MONTH OF NOVEMBER 2007, THE "WINDSOR ESTATES" SUBDIVISION, SHOWN HEREON WAS SURVEYED UNDER MY DIRECTION;

THAT THE LAND SURVEYED IS CORRECTLY DESCRIBED IN THE OWNER'S CERTIFICATE OF DEDICATION, AND THIS PLAT ACCURATELY SHOWS THE CORRECT LOCATION AND DIMENSIONS OF SAID SUBDIVISION;

THAT THE REQUIREMENTS OF W.S. 33-29-140 THROUGH 33-29-149 WERE COMPLIED WITH, AND THAT MONUMENTATION FOR THE "WINDSOR ESTATES" SUBDIVISION WILL BE PERMANENTLY SET UPON COMPLETION OF CONSTRUCTION FOR THIS SUBDIVISION;

THAT ALL ELEMENTS OF THE SURVEY CLOSE TO AN ACCURACY OF ONE PART IN FIVE THOUSAND OR BETTER AND DIMENSIONS ARE GIVEN IN FEET AND DECIMALS OF A FOOT. ANY SURPLUS OR DEFICIENCY IS DISTRIBUTED UNIFORMLY IN PROPORTION TO THE MEASUREMENTS SHOWN ON THIS PLAT;

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS 22nd DAY OF February, 2008 A.D.

CAMPBELL & ASSOCIATES
BY: PAUL R. CAMPBELL
WYOMING REGISTRATION NO. 2571

Professional Land Surveyor — PAUL R. CAMPBELL — LICENSED — WYOMING

STATE OF WYOMING
COUNTY OF PARK } SS

THE FOREGOING CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS 22nd DAY OF February, 2008 A.D.

WITNESS MY HAND AND OFFICIAL SEAL.

Mary C. Wilson
NOTARY PUBLIC

MARY C. WILSON — County of Park — State of Wyoming — My Commission Expires 11-04-08

MY COMMISSION EXPIRES:
November 4, 2008

WINDSOR, INC.
FINAL PLAT
SHOWING
"WINDSOR ESTATES"
SUBDIVISION
A RESUBDIVISION OF TRACT B, INDIAN CIRCLE SUBDIVISION WITHIN THE CITY OF CODY, WYOMING

C & A — Campbell & Associates, Paul Campbell, P.L.S. — Land Surveying

EINECKE — Consulting Engineering & Land Development — A LIMITED LIABILITY COMPANY

SHEET 1 OF 1

DRAWN BY: TMH