

## PROTECTIVE COVENANTS

These protective covenants shall benefit and burden the following described lands lying within Township 13 North, Range 77 West of the 6th P.M., Albany County, Wyoming, to wit:

all that portion of Lot 3 of Section 2, lying East of Wyoming Highway 230; all that portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 2, lying East of Wyoming Highway 230; all that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 2, lying South and East of Wyoming Highway 230; the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 2; all that portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 2, lying South and East of Wyoming Highway 230; the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 2; all that portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 3, lying South and East of Wyoming Highway 230; all that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 3, lying East of Wyoming Highway 230; and, all that portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 11, lying East of Wyoming Highway 230; all hereinafter referred to as the "protected lands" and comprising 192.7 acres, more or less.

Grantors have divided up the protected lands into lots for resale, as more fully set out upon that certain survey titled "GAROLD FERGUSON WOODS LANDING LOTS", prepared by HAMMOND LAND SURVEYING as JOE No. 82-080, and filed for record concurrently herewith in the Office of the County Clerk of Albany County, Wyoming. These protective covenants are intended to facilitate the harmonious use of the protected lands for agricultural, recreational, and low-density residential purposes in a manner which will effect the least change upon the natural setting. It is anticipated that the primary use of the protected lands shall evolve from predominantly agricultural to predominantly recreational and low-density residential, with livestock being nonetheless maintained by the recreational and residential users.

1. Minimum Lot Size. No lot within the protected lands shall be further divided such that any sub-lot shall be less than seventeen (17) acres in size.

2. Permitted Uses. The protected lands shall not be used for other than agricultural, recreational, or low-density residential purposes.

3. Permitted Dwellings. There shall be only one dwelling on each lot or sub-lot within the protected lands. Such dwelling shall be for single-family occupancy, shall not exceed three (3) stories in height, and shall have a minimum of one thousand (1,000) square feet of finished living space on the first level above grade. All dwellings shall be of new construction, except that dwellings may be of modular-type construction (manufactured or built at one site and then delivered to and assembled upon a foundation on the protected lands). No temporary or moveable structure, or other building, except a single-family dwelling as herein provided, or any tent, trailer, or travel home, shall be used as a residence, whether temporarily or permanently. Mobile homes (structures so constructed as to permit their being conveyed or transported on their own running gear upon a public street or highway, including so-called "double wides") shall not be permitted upon the protected lands.

4. Accessory Buildings. There shall be no other buildings or structures besides permitted dwellings upon the protected lands, save and except accessory buildings (such as barns, garages, and green houses), which are incidental to the permitted uses.

5. Set-Back. No permitted dwelling or accessory building shall be located closer than one hundred (100) feet to any boundary line of any lot or sub-lot within the protected lands.

6. Sewage Disposal. All toilet and bath facilities shall be constructed within the permitted dwellings and shall be connected with outside sewage disposal systems which must conform to minimum standards for private sewage disposal systems established by the State of Wyoming. Sewage disposal systems must be of the enclosed septic tank type or of the aerobiotic type, or of equal or better pollution elimination capabilities, and shall be installed in

such manner as to insure that any effluent leaving the sewage disposal system will be of safe chemical and bacterial quality and result in no direct discharge into the Big Laramie River or any tributary thereof, or into any irrigation ditch.

7. Solid Waste Disposal. Solid wastes shall be removed from the protected lands and disposed of in a legal manner.

8. Vegetation. There shall be no clear cutting of trees or vegetation upon the protected lands, save and except as shall be necessary for the construction of permitted dwellings, accessory buildings, fences, or access roads, provided that this covenant shall not preclude the removal or thinning of dead or diseased trees or vegetation or other sound forestry practices.

9. Fences. A lot or sub-lot within the protected lands may be enclosed with a legal fence constructed on or approximately on the boundary line of such lot or sub-lot; however, it may not be constructed of railroad ties. Fencing interior to any lot or sub-lot may be constructed for purposes incidental to the permitted uses.

10. Irrigation. Surface irrigation within the protected lands shall not result in overflowing onto adjacent lots or sub-lots without the approval of the owners of such lots.

11. Protection of Waters. In the interest of public health and sanitation and of the beneficial use and enjoyment of the protected lands, no activity will be engaged in which results or tends to result in the pollution of streams, ditches, or other surface water.

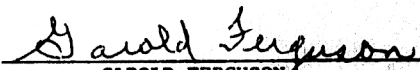
12. Mining & Mineral Exploration. There shall be no mining of gravel upon the protected lands. To the extent that Grantors and persons claiming under them shall have the right to control exploration for and development of minerals (other than gravel) within the protected lands, there shall be no such exploration or development without the unanimous consent of all owners (legal and beneficial) within said protected lands.

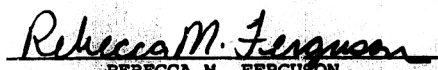
13. Binding Effect. These covenants shall be effective upon the date hereof, shall run with the land, and shall be binding upon the Grantors and upon all persons claiming under them for a period of fifty (50) years from the date hereof. These covenants may be modified only by the unanimous consent of all persons owning lots or sub-lots within the protected lands; if legal ownership and beneficial ownership to any lot or sub-lot is divided, then only the consent of the beneficial owner shall be required.

14. Enforcement. In the event that any person shall violate any of these covenants, it shall be lawful for any owner (whether legal or beneficial) of any lot or sub-lot within the protected lands to maintain an action in law or equity against such person so violating any covenant, in order to restrain or enjoin such violation and to enforce the covenant, or to recover damages for the violation thereof; the party prevailing in any such action shall be entitled to recover from the nonprevailing party costs of suit and reasonable attorney's fees.

15. Construction. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants, which shall remain in full force and effect.

Executed this 6th day of August, 1983.

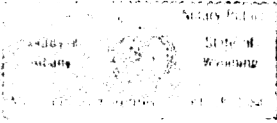
  
GAROLD FERGUSON

  
REBECCA M. FERGUSON

STATE OF WYOMING )  
 ) ss.  
COUNTY OF ALBANY )

The foregoing PROTECTIVE COVENANTS were acknowledged personally before me by  
GAROLD FERGUSON and REBECCA M. FERGUSON this 6th day of August, 1983.

Witness my hand and official seal.



  
NOTARY PUBLIC

My Commission Expires: ~~August~~ 12, 1984