

RECORDED MAY 20, 1994 BK 366 PG 354 NO 169023 RONALD L. DAILEY, COUNTY CLERK

THIS DECLARATION, made this day by Jerry A. Herden and Mary C. Herden, husband and wife, of Sheridan County, Wyoming, hereinafter referred to as Declarants.

WHEREAS, the Declarants are the owners of all lands embraced in the Subdivision known as REPAC MINOR SUBDIVISION, which is platted and of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sheridan County, Wyoming.

NOW, THEREFORE, tracts 3A, 3B, and 3C shall be held, transferred, sold or conveyed by Declarants, or by them contracted to be sold, subject to all the conditions, restrictions, reservations and covenants now on record, and upon the following express provisions, reservations, restrictions and covenants (hereinafter referred to as the conditions) each and all of which is and are for the benefit of said property and for each owner of land therein, and shall inure and pass with said property, and each and every parcel of land therein, and shall apply to and bind the successors in interest of said owners thereof, and are imposed pursuant to a general plan for the improvement of the aforementioned property.

Said conditions, restrictions, covenants and reservations are imposed upon the lands comprising the REPAC MINOR SUBDIVISION LOTS 3A, 3B, AND 3C, as an obligation or charge against the same for the benefit of each and every lot and tract therein contained, and the owner or owners thereof, (and also for the benefit of lots 1 and 2, although such covenants are not imposed upon said lots 1 and 2 of said subdivision) and said conditions, restrictions, covenants and reservations will be imposed upon lots 3A, 3B, and 3C in said

Subdivision, and are as follows:

It is the intention of the Declarants that said lots 3A, 3B and 3C in this Subdivision shall be developed and maintained as a highly desirable rural residential area. The purpose of the following covenants is that the present natural beauty, growth, native setting, and surroundings shall always be protected insofar as possible in connection with the uses and structures permitted by this Declaration.

RESIDENTIAL RESTRICTIONS

Lots 3A, 3B and 3C shall be used only for residential and family recreational purposes. No manufacturing or commercial enterprises.

SINGLE-FAMILY RESIDENCES

All buildings erected on any such lot shall be detached single family dwelling with necessary outbuildings or garage. The principal residence shall have a minimum of 1300 square feet of living space on the main floor not to include garage, breezeway, or basement areas.

DWELLING QUALITY AND SIZE

(a) All construction within the subdivision shall be new, and no building or buildings may be moved from other locations onto the lots. No mobile home or homes with factory-installed axles or wheels, whether or not removable, may be placed upon any lot in the subdivision, provided however, that modular homes may be placed upon said lots provided that said homes are mounted on permanent foundations or basements and do not have flat roofs and otherwise comply with these covenants.

(b) No structure of a temporary character, trailer, basement, shack, garage, barn, or other out building shall be used upon

any lot at any time either temporarily or permanently, except that for a period of Two (2) years, a mobile home may be placed upon any such lot for use as a residence or for storage incidental to the construction of permanent structures upon said lot.

(c) All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover.

RE-SUBDIVISION OF TRACTS

No such lot shall be resubdivided.

LIVESTOCK

Animals are permitted on lots so long as the number, type or habitat of the animals do not become offensive or a nuisance to the neighborhood. No livestock, including domestic pets, shall be allowed to remain loose within the subdivision; the owner of each lot shall be required to keep all animals which he owns within the confines of the lot.

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish and debris or other waste, nor shall any lot be used as a storage area for non-operative motor vehicles, miscellaneous parts or supplies, or other unsightly or unseemly material. Trash, garbage, and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of waste shall be kept in a clean and sanitary condition.

WATER SUPPLY

NO PROVISION IS MADE IN REPAC MINOR SUBDIVISION FOR PUBLIC OR CENTRAL DOMESTIC WATER SOURCE. No individual water supply system shall be permitted on any lot unless said system is located, constructed and equipped in accordance with the standards, requirements and recommendations of state law, and such regulations of Sheridan County or any regulatory agency of the State of Wyoming, as may be promulgated and in effect. Approval of said systems shall be obtained from such

authorities prior to installation, Provided further, that no well may be dug, drilled or installed upon any lot unless it is cased and cemented for a minimum distance of ten (10) feet from the surface and all intermediate aquifers pierced by the well are sealed above and below.

SEWAGE DISPOSAL

NO PROVISION IS MADE IN REPAC MINOR SUBDIVISION FOR PUBLIC OR CENTRAL SEWAGE DISPOSAL SYSTEMS. No individual sewage disposal system shall be permitted on any lot unless said system is located, constructed and equipped in accordance with the standards, requirements and recommendations of state law, and such regulations of Sheridan County or any regulatory agency of the State Of Wyoming as may be promulgated and in effect. Approval of said systems shall be obtained from such authorities prior to installation.

DURATION

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by eighty percent (80) of the then owners of the lots, have been recorded, agreeing to repeal or amend these covenants. These covenants are also for the benefit of the owners of lots 1 and 2 of the REPAC MINOR SUBDIVISION.

SEVERABILITY

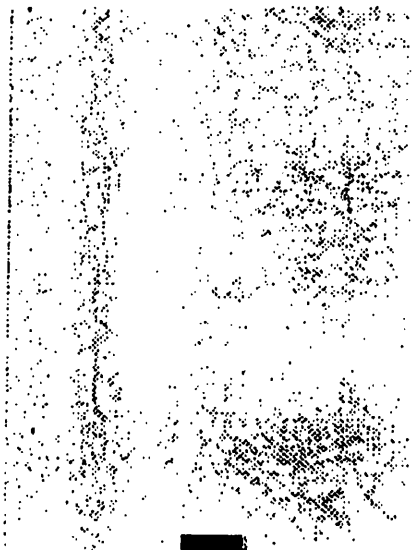
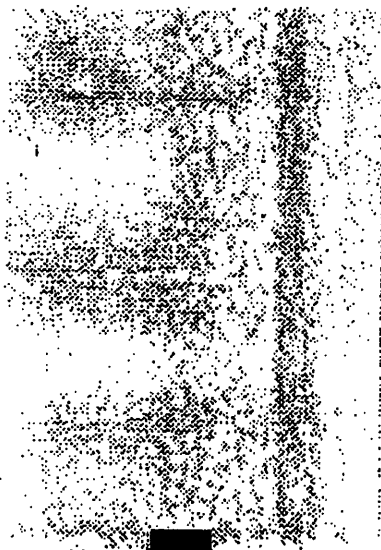
In the event any one of the covenants, restrictions or remedies contained herein is invalidated by a judgement or Court Order, the remaining provisions and remedies shall remain in full force and effect.

ENFORCEABILITY

These covenants may be enforced by the owner of any lot in the REPAC MINOR SUBDIVISION. Any person in violation thereof shall pay all expenses incurred by any other party enforcing them, including all reasonable attorney's fees.

INGRESS AND EGRESS ACROSS RAILROAD

Owners of all lots are hereby notified that in order to use the road which crosses the Burlington Northern Railroad, they must obtain a permit from Burlington Northern. Burlington Northern may require such users to obtain insurance and may impose other requirements.



IN WITNESS WHEREOF, the Declarants have executed this
"DECLARATION OF PROTECTIVE COVENANTS FOR REPAC MINOR SUBDIVISION"
this 20th day of May, 1994.

Jerry A. Herden
Jerry A. Herden

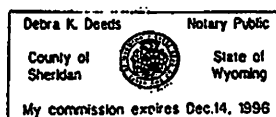
Mary C. Herden
Mary C. Herden

STATE OF WYOMING

COUNTY OF SHERIDAN

The foregoing instrument was acknowledged before me this 20th
day of May, 1994, by Jerry A. Herden and Mary C. Herden, husband
and wife.

WITNESS my hand and OFFICIAL Seal.



Debra K. Deeds

Notary Public

My commission expires: December 14, 1996