

2015-721984 9/10/2015 12:16 PM PAGE: 1 OF 12 BOOK: 555 PAGE: 478 FEES: \$45.00 PK DECLARATION OF COVI EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

DECLARATION OF SUPPLEMENTAL COVENANTS FOR THE LINKS

THIS DECLARATION OF SUPPLEMENTAL COVENANTS (referred to hereinafter as the "Supplement") is made effective the 1st day of September, 2015, by the undersigned, as their interests may appear, who are the record owners of all of the property burdened hereby (and are defined herein as "Declarants", as follows:

- A. Declarants are the owners of that real property initially platted at Tracts 1, 2, 3 and 4, Block 4 of Sheridan Links Planned Unit Development Subdivision, a subdivision in Sheridan County, Wyoming as filed in Drawer S, Page #143 in the Office of the Sheridan County Clerk, Sheridan, Wyoming (the "Initial Plat");
- B. Said Tracts 1, 2, 3 and 4, Block 4, were subject to a portion of that DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS filed on August 9, 2013, in Book 542 at Page 292 of the Sheridan County Clerk's office (hereinafter the "Initial Covenants") for the Sheridan Links Planned Unit Subdivision, and said Tracts (and each piece thereof) were referred to in said Initial Covenants as the "Patio Home Lots":
 - C. Said Tracts 1, 2, 3 and 4 have been re-platted and are now known as follows:
 - i. Tract 1 has been re-platted as Lots 1-5 of "The Links First Green" as filed in Drawer L, Plat No. 30, in the Office of the Sheridan County Clerk;
 - ii. Tract 2 has been re-platted as Lots 1-5 of "The Links North Pond" as filed in Drawer L, Plat No. 26 in the Office of the Sheridan County Clerk;
 - iii. Tract 3 has been re-platted as Lots 1-5 of "The Links Second Tee" as filed in Drawer L, Plat No. 31 Plats in the Office of the Sheridan County Clerk; and
 - iv. Tract 4 has been re-platted as Lots 1-5 of "The Links Last Tee" as filed in Drawer L, Plat No. 28 in the Office of the Sheridan County Clerk;

And, for purposes herein, all of the above-described 20 lots shall be referred to collectively as "The Links", consisting of not less than twenty (20) homes (each of the above-described Tracts is permitted to have up to six homes pursuant to the Initial Covenants and master plan) — maps of The Links are attached hereto and incorporated herein as an illustration of The Links.

- D. Declarants desire to supplement the Initial Covenants with respect to the architectural control of The Links, as well as the assessments for the care of common elements to ensure Declarants' specific aesthetic goal is achieved in cohesive neighborhood.
- E. Declarants adopt this Supplemental Covenants for the benefit of all Owners of Lots in The Links so that Lots may be held, transferred and used only in a manner consistent with this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Lots described above in "The Links" shall be held, transferred, and occupied subject to the covenants, conditions and restrictions (collectively, the "Supplemental Covenants") set forth in this instrument.

Intent. It is the intent of these Supplemental Covenants to make it clear that Sheridan Links P.U.D. has been developed as two separate projects – Old Course Estates, which is the 15+ large lots for estate-type homes and is governed by the Initial Covenants, and The Links, which has been re-platted as 20 lots as a separate neighborhood development, which while governed in part by the Initial Covenants, the architectural theme and control of The Links shall be primarily governed by this Supplemental Covenant.



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Definitions. The definitions used in the Initial Covenants shall have the same meaning as used herein, except as follows:

- a. "ACC" for purposes of architectural control of The Links shall mean Sheridan Links, LLC or its successor or designee.
- b. "Lot" means the 20 Lots within The Links, as illustrated on the map attached hereto and otherwise described herein.
- c. "Private Drive" means the four (4) driveways utilized by more than one home to provide ingress/egress off the publicly-dedicated street known as "Fairway Court".
- d. "Outlot" for purposes of The Links consists of one common area parcel adjacent to the Lots, as described in the Initial Plat as Outlot EE, which shall be for the common enjoyment of the Owners.
- 1. ARCHITECTURAL CONTROL. An Architectural Control Committee for The Links (which is separate and apart from the Committee defined for Old Course Estates in the Initial Covenants) is hereby created and constituted (referred to hereinafter as the "ACC"). After homes have been constructed and completed upon all 20 of the Lots, the ACC shall thereafter be composed of three (3) Members, which shall be: Sheridan Links LLC or its designee and the other two members shall be Owners of a Lot and shall be initially appointed by Declarant but who shall be elected for two-year terms by a majority vote of the Lots thereafter.

The ACC has declared that the general architectural theme for all buildings constructed on any Lot within The Links shall be old-world cottage, which shall meet at least the following specific criteria:

- A. All exterior finishes of each building on any Lot shall be either 100%: (a) tumbled/distressed architectural brick, or (b) real/natural stone (cultured stone shall not be used), so that the general aesthetic of all 20 homes within The Links shall create a cohesive full brick masonry/stone neighborhood in the old-world style cottage style. Provided however, the ACC may, upon prior written approval, allow up to one (1) home on each of the four Tracts 1, 2, 3 and 4 (described above) to have something less than 100% brick or stone if, and only if, the architectural style and theme is achieved with the alternate proposed exterior materials and design of the home.
- B. All building roof pitches shall be 9/12 or steeper. The front elevation of any home shall include a at least one architectural feature in the roofline that demonstrates an old-world cottage look (e.g., a roof pitched at not less than 12/12, and/or window design and/or other architectural feature that achieves a higher-than-average aesthetic commensurate with the other homes already constructed in The Links). An ancillary roof over a popout or side room (e.g. shed roof over a dormer or similar) may be less pitch only if approved by the ACC.
- C. No principal dwelling shall be smaller than 1,000 square feet nor larger than 2,800 square feet of finished heated space.
- D. All dwellings constructed on any Lot shall have a garage with no less than space for one (1) car.
- E. Each Lot shall be permitted to have not more than one (1) detached outbuilding, and the outbuilding shall: (i) have a maximum size totaling no more than 400 square feet, and (ii) design and location of the outbuilding will match the home and shall be subject to approval of the ACC.

2. CONSTRUCTION – APPROVAL REQUIRED.

a. Prior Approval Required. No building, improvement or fencing shall be constructed or erected upon any Lot until the ACC has approved the same. The ACC reserves the sole right to require the Owner to submit such information which it deems necessary for its determination and, if the ACC seeks additional information, the time period for its decision shall not start until such additional information is received by the ACC. The ACC shall consider each such application as to quality of workmanship and materials described, conformance with this Declaration and harmony of the exterior colors, exterior construction materials and exterior design with existing structures and location with respect to topography and finish grade elevations.



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The committee shall advise the applicant in writing of its decision within thirty (30) days of receipt of the application and submission of all additional information required by the ACC. In the event that the ACC disapproves any submitted plan, it shall inform the applicant, in writing, of the specific basis for disapproval and the manner in which the applicant may amend such plan to secure approval. In the event that any construction is commenced upon any Lot within the Subdivision without having first secured ACC approval, the ACC and/or the Association and/or any Owner of a Lot within the Subdivision may institute an action to enjoin such construction until ACC approval has been granted. No such suit may be commenced after any such unapproved construction has been completed. The prevailing party in any such injunction action shall be entitled to recover its or their attorney's fees, expert witness fees and costs of such action.

- b. Requirements of Submissions. All submissions to the ACC must include, at a minimum:
- i. The floor plan of the structure(s) with square footage indicated;
- ii. A elevation showing the front, sides and rear exterior elevations of all structures;
- iii. A description on the drawings or on a separate specification sheet of the type and color of all exterior finishes and materials and roofing materials.
- iv. A site plan.
- c. Setbacks. With respect to all buildings the following minimum setbacks shall be required in relation to boundary lines: The minimum setback from the front of all Lots shall be no less than 15' from the lot boundary. The minimum setbacks from both sides of all Lots shall be no less than 5' feet from the lot boundary. The ACC can grant variances in its discretion.

3. GENERAL COVENANTS.

- a. No Nuisance. No activity, use or operation of a noxious or offensive nature may be conducted upon any Lot. Moreover, all dwellings, buildings, yards and other improvements on a Lot are to be kept in a state of good general condition and repair at all times so as to not become a visual nuisance to the other owners in the Subdivision.
- b No Junk/Trash. No Lot shall be used or maintained for the dumping or storage of trash, rubbish or salvage. Trash, garbage or other waste shall be kept only in sanitary containers.
- d. Landscaping. Installation of landscaping shall be part of the Owner's site plan submitted to the ACC prior to the construction of a home on any Lot. The landscaping shall be reasonably complete within eighteen (18) months after completion of construction of the primary residence. It is the intent of these covenants that landscaping be installed to enhance the curb appeal of the buildings from the roads and to supplement the natural mature landscaping on each Lot; to provide drainage and erosion control and to achieve a harmonious and integrated appearance of such Lot with the adjoining Lots and the Subdivision.
- g. Drainage. No building, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns that exist through the Subdivision as a whole. Any proposed changes to the Subdivision's natural or designed drainage patterns must be approved by the ACC.
- h. **Pets.** Commonly-accepted domestic pets may be kept. All such domestic pets will be under the control of the Owner at all times and will not be allowed to run free off of the Owner's Lot. A maximum of two domestic pets in total will be allowed to reside at each Lot; **provided however**, the ACC may grant a variance to an Owner who moves into a home on a Lot already owning more than the permitted number of pets until the pet(s) die, at which time the variance shall expire and that Lot shall abide by the maximum pet numbers above.

All Lot Owners shall insure that any pets kept by such Owner shall not be a nuisance to any other Lot Owner or resident. Pet kennels or dog runs that may be permitted by the ACC through application, shall be properly screened from the view of other Lot Owners. No animal of any kind shall be permitted which, in the opinion of the ACC, makes an unreasonable amount of noise or odor or which is a nuisance.

i. Vehicles. All vehicles parked on a Lot in The Links shall be parked either: (a) in the garage or outbuilding or (b) on the concrete apron/pad in front of the garage for regularly-driven vehicles. No vehicles, except regularly-used private passenger automobiles, light-duty trucks and vans and recreational-type vehicles,



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shall be parked or stored on a Lot outside the garage or outbuilding. Vehicles that are not in running condition or are in a state of disrepair shall not be parked outside of the garage or outbuilding for more than seventy (72) hours at any time or as a repeated practice. Provided further, camper trailers, recreational vehicles, boats, snow mobiles and such similar recreational vehicles shall be parked in an approved enclosure but may be permitted to be parked on the paved apron to the garage during the season for when such vehicles are used for a period not exceeding 1 month.

- *j.* Fencing. It is the intent of these covenants to afford, create and maintain an open appearance to The Link's overall viewscape and landscape. Fencing the boundary of any Lot is permitted if it fits with the character of the home and the neighborhood and is approved by the ACC in writing.
- k. Municipal Functions- Shared Performance by Homeowners. Because of the layout of the private driveway easements accessing most Lots to/from the public street (Fairway Court), the owners of the Lots and the ACC shall be responsible to ensure that the following functions sometimes handled by the City of Sheridan will be done by the homeowners:
 - i. Trash pickup each owner shall be responsible for their City trash can to be taken to/from their home to the location the City requires for its trash truck pickup, whether along Fairway Court or otherwise. Cans will be taken to the curbno sooner than the night before pickup and taken back to the home no later than the evening of pick up.
 - ii. Mail the homeowners shall ensure a cluster mailbox, approved by the United States Postal Service, is installed in Fairway Court right of way and all mail service shall be to/from that cluster mailbox.
 - iii. Snow removal the homeowners understand that Fairway Court is a public street; however, it is low on the list of priority for the City's snow removal route; therefore, the ACC will arrange for snow removal on Fairway Court if the City snow plows fail to timely remove snow from the public street, and may arrange for the same service on private driveways, at the shared expense of the owners. Provided further, each owner shall ensure their private driveways between their home and Fairway Court are removed of snow accumulation in a timely manner.
 - iv. *Drainage*. No improvement shall be made on or to any Lot that causes adverse drainage consequences on the adjacent Lots. Prior the construction of any improvement, the owner shall ensure that proper drainage plan is approved by the ACC.

4. HOMEOWNERS' ASSOCIATION and ASSESSMENTS

a. **VOTING.** Each Lot is subject to the Initial Covenants and the obligations and benefits of membership in the Sheridan Links Homeowners' Association, a Wyoming not for profit corporation (herein "Association"), as established in the Initial Covenants. The Association designates the ACC to administer all of its rights and obligations relating to The Links for the benefit of the 20 Lots within The Links.

Whenever a vote is required by the Initial Covenants for matters relating to Sheridan Links PUD, The Links is allocated four (4) votes, one vote for each Tract defined above, for such PUD-wide matters. For any matter relating only to The Links phase, each of the twenty (20) Lots shall have 1 equal vote for each Lot owned. Two or more persons owning a Lot (e.g., joint ownership by a husband and wife, etc.) shall collectively be entitled to one (1) vote per Lot. Provided however, the ACC shall have five (5) votes for each Lot it owns, giving Declarant a higher voting power until such time as all Lots are sold and conveyed.

b. **COMMON ASSESSMENTS.** The public road – Fairway Court – and the common area and common easements and pathways within The Links are granted as private easements for the non-exclusive use of



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each Lot within The Links and the ACC, and they shall be privately maintained by the ACC or Association pursuant to the Initial Covenants and this Supplement. All Owners are members of the Association and all Lots are encumbered by the assessment requirement of the Initial Covenants, as Supplemented herein.

The ACC (as designee of the Association) shall assess all 20 Lots equally for the costs of insurance, maintenance and improvement of Fairway Court, the common areas, pathways, drainage and pond, and shall have the power to impose and enforce liens against Lots for unpaid assessments.

The initial assessment to be imposed upon Owners for maintenance, insurance and improvements of the roads and common area features are not yet set but are anticipated to be <u>approximately Fifteen Dollars (\$15.00)</u> per month per Lot, or in such other amount as the ACC deems necessary, in its discretion, to complete such snow removal, maintenance, insurance and improvements on the roads and common areas. Payment of monthly assessments may be in such increments (monthly, quarterly, semi-annually or annually) as the ACC may, from time to time, determine appropriate. The monthly assessment to be imposed upon the Owners of each Lot shall commence for that Lot on **January 1, 2016**.

Determination of the amount of annual assessments shall be made on at least an annual basis at a regular meeting of the Association. When the ACC prepares an annual budget for the costs necessary to maintain and repair Fairway Court and common areas of The Links, it shall allocate the costs for the 20 Lots equally.

The ACC/Association may resolve to assess the Lots for Special Assessments to pay for any emergency repairs, extraordinary costs and/or any major improvements to the roads and common areas. The obligation to pay regular and special assessments runs with the Lot and binds all future Owners of each Lot regardless of when such Owner acquired such Lot. ANY DELINQUENT BALANCE DUE SHALL SURVIVE THE COVEYANCE OR FORECLORESURE OF THE LOT AND SHALL BECOME AN ENFORCIBLE OBLIGATION OF THE PERSON(S) TAKING TITLE TO SUCH LOT.

In the event that any Lot Owner shall fail to make his, her or its annual or special assessment assessed by the Association, said assessment may be collectable in an action brought before a court of competent jurisdiction and any judgment awarded in any such action shall become a lien upon the subject Lot. In any such action brought by the Association to collect unpaid assessments, the Association shall be entitled to recover all costs incurred by it in such collection action including, without limitation, reasonable attorney's fees and costs.

The ACC/Association shall have no obligation, responsibility and/or duty to police, enforce, control or take any other action pertaining to and/or concerning the use of the road.

5. MISCELLANEOUS TERMS

a. BINDING EFFECT; EXTENSION; AMENDMENT. This Supplement and all restrictions set forth herein and in the Agreement attached hereto and incorporated herein runs with the land and shall be binding on all Lots described herein, all Owners and all parties and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each unless terminated at the end of any such period by written vote of Ninety Percent (90%) or more of the Lots' then-record owners.

This Declaration may be amended in whole or in part (except for the addition of adjacent lands to be added to and become subject to this Declaration by Declarant's direction as contemplated above) at any time, by an instrument signed by at least Eighty Percent (80%) of the Lots entitled to vote and the consent of the ACC.

Any termination or amendment to this Declaration of protective covenants must also be approved in writing by the Declarant (or their successors) in order to be valid. Any termination or amendment, which has been approved by the Declarant, must be recorded in the Office of the Clerk and Recorder of Deeds for Sheridan County, Wyoming.

b. ENFORCEMENT. These covenants, conditions and restrictions may be enforced by any legal or equitable owner(s) of any Lot within The Links or by the ACC and its successors, designees or assigns, by appropriate proceedings at law or in equity against those persons violation or attempting to violate, or for restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available. The party found to have violated these covenants shall be responsible for the reasonable attorney's

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fees incurred by the owner(s)/ACC in the proceedings either to enjoin a violation or for the recovery of the damages. The failure to enforce or cause the abatement of any violation of these covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or a different provision within these covenants.

Although it is a right, it is neither the obligation nor the responsibility of the ACC or the Declarants to prosecute violations of these Covenants on behalf of any Lot owner(s). Under no circumstances shall a Lot owner bring any claim, demand or action against the ACC or the Declarant relating in any way to a violation of the covenants by another Lot owner.

- c. BENEFITS AND BURDENS. The terms and provisions contained in this Declaration shall bind and inure to the benefit of the Declarants and the Owners of the Lots located within the Subdivision and their respective heirs, successors, personal representatives and assigns.
- d. **SEVERABILITY.** Invalidation of any one of these restrictions by judgment of Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.
- e. IMMUNITY. The Declarants and the ACC are acting within the scope of their authority shall not be liable to any Lot owner, their invitees, heirs or assigns, or persons for any claims, charges or damages incurred, regardless of nature, extent, amount or severity, by reason of mistake in judgment, negligence or nonfeasance, or for any act or omission whatsoever arising out of or in any way related to any of the provisions set forth in this Declaration, or in the discharge, performance and/or failure to perform, any of the obligations of the Association set forth herein, including, but not limited to, the maintenance to and improvement of roads within the Subdivision.
- f. *VARIANCES*. Variances to any of the covenants or restrictions set forth herein may be granted by the ACC, or by the ACC's assignee, as appropriate in special cases and circumstances, at the sole election and discretion of the ACC or its assignee. The ACC (or its assignee) must approve any variance in writing.

Made Effective the 1st day of September, 2015		
	Rob and CB, LLC, a Wyoming limited li company:	iability
	Rob Dons	
Justin Coon ,	Rob Goss, Member	
Danelle Con	06 6000	
Janelle Coop	CB Goss, Member	
	Royal Wolf Development, LLC, a Wyoming I liability company	limited
Josho O Condon	Greg Von Krosigk, Member	
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Misty/Gardner	Kristi Von Krosigy, Member	
In-Yarak Construction, Inc.	IV	

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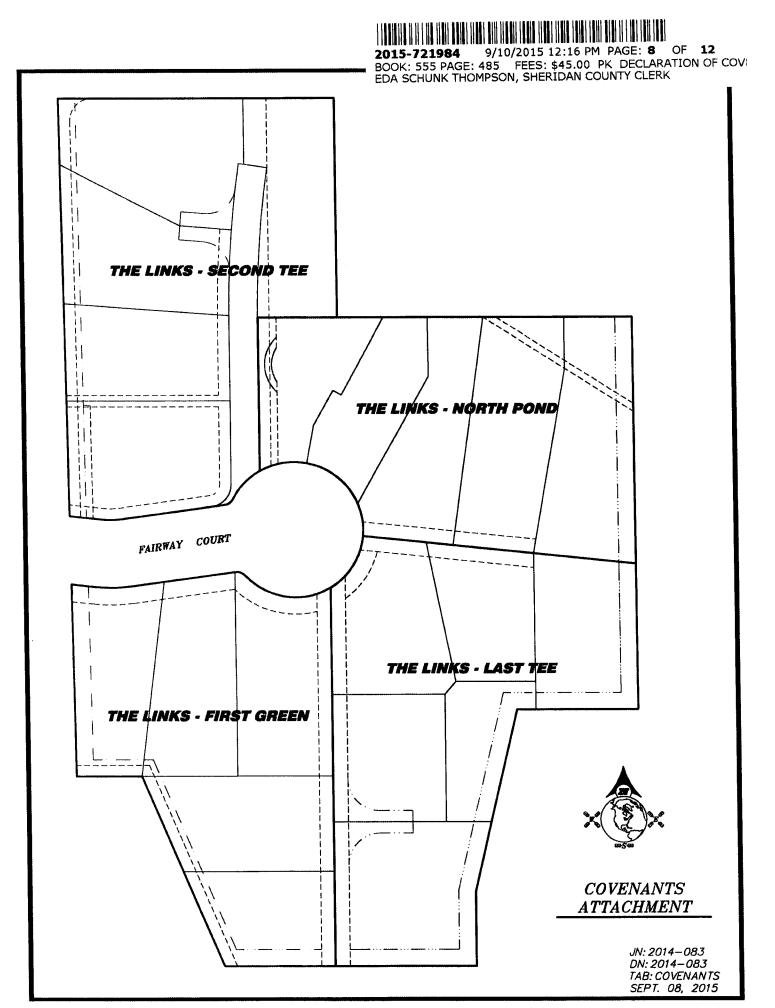
STATE OF WYOMING) ss. **COUNTY OF SHERIDAN** The above and foregoing Declaration of Covenants was acknowledged before me by Josh Gardner, Misty Gardner, Greg Von Krosigk and Kristi Von Krosigk, members, all on this ______day of September, 2015. Witness my hand and official seal. My Commission expires: 2-2-19PAULETTE R BOWIE - NOTARY PUBLIC **COUNTY OF** STATE OF STATE OF WYOMING SHERIDAN) ss. **COUNTY OF SHERIDAN** The above and foregoing Declaration of Covenants was acknowledged before me by Justin Coon and Janelle Coon, all on this day of September, 2015. Witness my hand and official seal. u litto/Chowce My Commission expires: 2-2-19PAULETTE R BOWIE - NOTARY PUBLIC **COUNTY OF** STATE OF WYOMING SHERIDAN) ss. Y COMMISSION EXPIRES FEBRUARY 2, 2019 **COUNTY OF SHERIDAN** The above and foregoing Declaration of Covenants was acknowledged before me by Rob Goss and CB Goss, Witness my hand and official seal. My Commission expires: 2-2-19PAULETTE R BOWIE - NOTARY PUBLIC STATE OF WYOMING **COUNTY OF** STATE OF) ss. SHERIDAN WYOMING **COUNTY OF SHERIDAN** MY COMMISSION EXPIRES FEBRUARY 2, 2019 The above and foregoing Declaration of Covenants was acknowledged before me by Regan Haswell, president of In Yarak Construction, Inc. on this _____ day of September, 2015. Witness my hand and official seal. ulith Bouri **Notary Public** My Commission expires: 2-2-19 PAULETTE R BOWIE - NOTARY PUBLIC

STATE OF

COUNTY OF

SHERIDAN

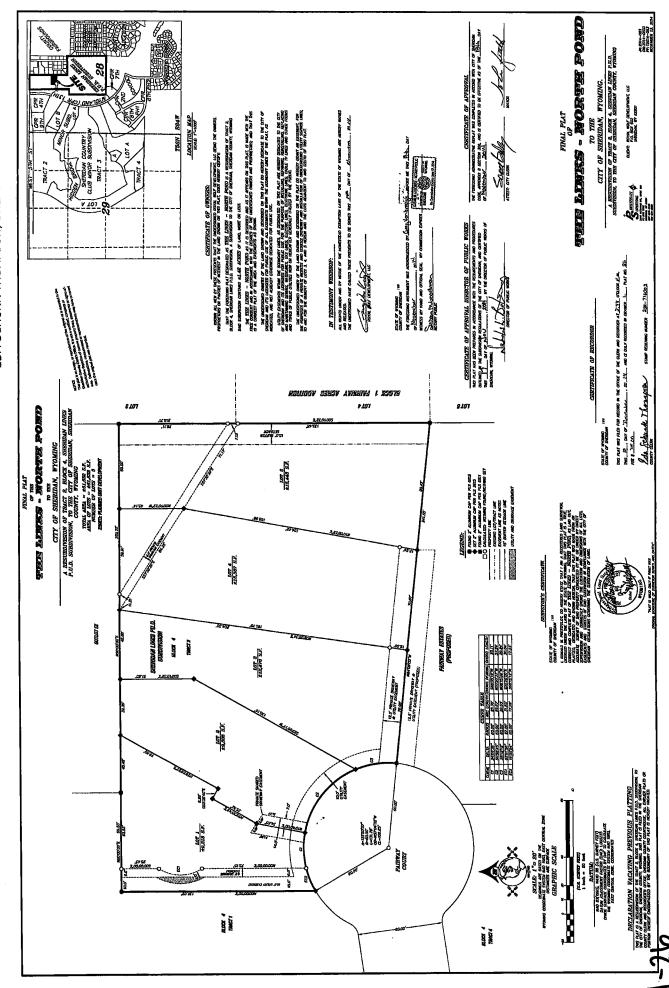
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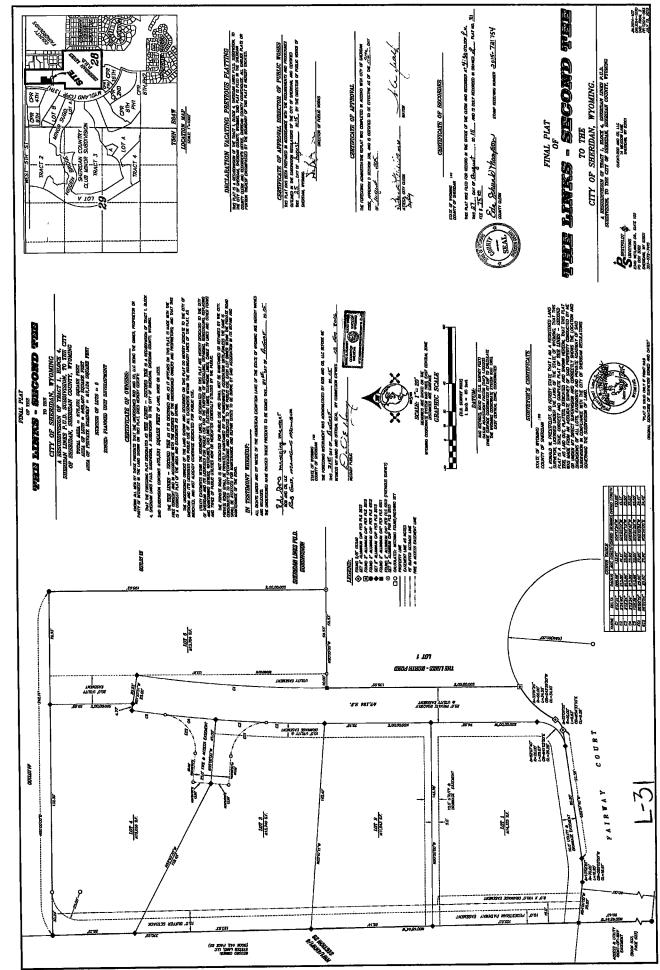
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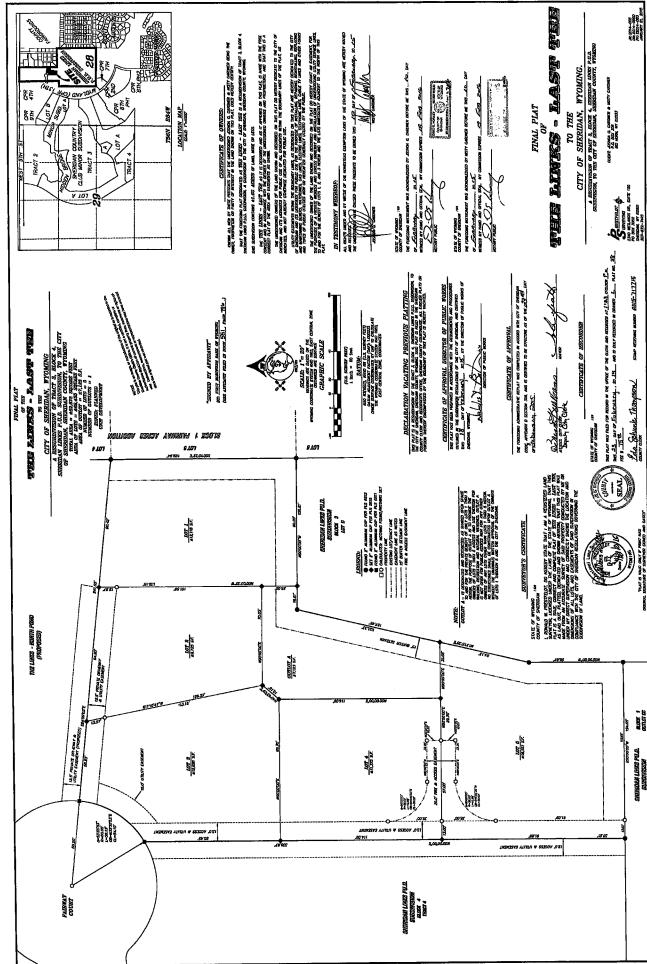
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