

## KNODE RANCH SUBDIVISION

## Protective Covenants

## WITNESSETH:

WHEREAS, Declarants and lot owners are owners of certain real property in Sheridan County, Wyoming, which is more particularly described in Exhibit A appended hereto and made a part hereof.

NOW, THEREFORE, Declarants and lot owners hereby declare that all of the properties described in Exhibit A shall be held, sold, conveyed, subject to the following easements, restrictions, covenants and conditions which are for the purposes of protecting the value and the existing natural beauty of, and which shall run with the real property and be binding upon all parties having any right, title, or interest in the described premises, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

## ARTICLE I

## Definitions

(A) Declarants. Declarants mean Knode Ranch, Inc., its successors and assigns.

(B) Lot owners. Lot owners are successors in interest to Knode Ranch, Inc.

(C) Real Property. Real property shall mean all the real property known and contained within the Knode Ranch Subdivision - described in Exhibit A appended hereto and made a part hereof, located in Sheridan County, Wyoming.

(D) Plat. The Plat means the plat for Knode Ranch Subdivision - as filed in the records of the office of the County Clerk and Recorder of Sheridan County, Wyoming.

(E) Residence and Residential. Residence and Residential shall pertain to single-family dwellings.

(F) Common Elements. Common Elements are the areas so designated on the plat, together with improvements thereon.

## ARTICLE II

## Use and Other Restriction

(1) Persons Bound by These Restrictions. All persons, corporations, cooperatives, companies, and organization who now own, or who shall hereafter acquire, any interest in or to lots in the subdivision shall be taken and held to agree and covenant with the owners of said lots with their heirs, successors and assigns to conform to the covenants, restrictions and stipulations as to the use thereof and as to the construction of residence and improvements thereon as provided herein.

(2) No lot within the subdivision shall be used, except for residential purposes, and no buildings shall be erected, altered, placed or permitted to remain on any lot or lots other than for residential purposes with a private attached or semi-attached garage, unless approved by the Board of Directors as hereinafter defined.

(3) Each building on a lot shall have minimum set back distances measured from the lot line to the nearest wall of such structure, as follows:

- (a) Front and side setbacks -- twenty (20) feet.
- (b) Rear setback -- twenty five (25) feet.

(4) No building, fence, wall or other structure shall be erected, placed, painted, repainted a different color, or altered, nor shall there be any substantial change to the landscape on any site, until the plans and specifications for such construction, painting or alteration shall have first been approved by the Board of Directors.

(5) All dwellings erected on the lots, exclusive of open porches, decks, breezeways, garages or carports shall have the following minimum square footage:

- One floor - 1500 square feet
- Two floors - 2000 square feet
- Three floors or more - 2500 square feet

(6) No residence dwelling shall be erected unless it has a private attached or semi-attached garage.

(7) No residence or other building or structure may be constructed except within an approved building area.

(8) The lot side line shall be considered the outer property line of the premises when a residence structure encompasses more than one lot.

(9) No lot within the subdivision shall be subdivided or split, provided that nothing herein shall be read to prevent a purchaser from buying one or more lots upon which he may build.

(10) No structure of a temporary character, a mobile home, trailer, basement, tent, garage, barn or other building shall be built or moved onto any lot at any time and used as a residence or other building either temporarily or permanently, with the sole exception of temporary structures for construction purposes. No building materials shall be stored on any lot for a period longer than ninety days unless substantial construction of a residence is actually in progress.

(11) Only new construction shall be permitted for all building or residence in the subdivision, and such construction shall be of good quality and appearance and the exterior design shall harmonize with the existing structures in the area, and no mobile homes of any nature shall be permitted.

(12) No gasoline or other type of fuel, except propane, should be stored in tanks or containers located above or on the surface of the ground. Propane tanks must be approved by the Board of Directors.

(13) No privately-owned lot or building thereon within the subdivision shall be used for the purposes of any trade or any commercial, professional or manufacturing business of any kind or description. No hospital or church shall be erected within the subdivision.

(14) No portion of the subdivision shall be used or maintained as a dumping ground for

rubbish, trash, garbage or other waste. All such trash, garbage or other waste shall be kept in sanitary containers which are to be housed within enclosures or recessed in the ground. The burning of garbage or trash in incinerators is prohibited, and all containers shall be secure against spillage.

(15) No noxious or offensive activities shall be carried on within the subdivision or upon any lot at any time, nor shall anything be done which may constitute an annoyance or nuisance to any other owner within the subdivision.

(16) No birds, dogs, pets, animals or livestock of any kind shall be kept, raised or cared for on a commercial basis within the subdivision, except under the terms of such agricultural or grazing lease, or leases, as may be made by the Board of Directors. Any dog, cat or other pet which may be kept shall be controlled by the owner thereof so that it shall not become a public nuisance. No pet shall at any time be permitted to run at large, and all pets shall be kept either in the dwelling, in approved enclosures or on the owner's lot.

(17) No horses may be kept or pastured within the subdivision. Horses may be ridden within the subdivision except on pavement or irrigated field.

(18) No signs, billboards, posters or advertising devices of any kind or character shall be erected or displayed upon any lot except approved signs displayed to identify the occupants of a dwelling or resale signs which shall not exceed four square feet in the area. No fence or hedge or wall of any kind shall be erected or placed upon any lot to extend in front of the front line of the residence without the approval of the Board of Directors. No fence, living hedges, or wall of any kind or character shall be erected or placed on the front yard set back area of any lot. Fences that are to be erected shall be of quality materials and erected and maintained in such a manner so as not to otherwise detract from the appearance of the property. Fences erected on a common property line should have the approval and endorsement of both property owners prior to construction whenever possible.

(19) Off-street parking for at least two

vehicles shall be provided on each lot. Only motor vehicles capable of being moved under their own power may be parked upon the streets of the subdivision, and they shall remain so parked only for reasonable periods of time. No street or other open area shall be used for the purposes of dismantling or repairing of any vehicle, and unregistered or inoperable vehicles may be parked and kept only within an enclosed garage.

(20) No trailer, boat, camper or other recreational type vehicle shall be situated or parked on any lot within the subdivision for more than four consecutive days, nor more than twenty days within any calendar year, unless such vehicle or equipment is enclosed in a garage.

(21) No structure on any lots may be inhabited until it has been completely enclosed and substantially completed and sanitary facilities and utilities have been installed.

(22) No excavation except as such may be necessary for the construction of improvements shall be permitted on any lot until such time as the actual construction of the residence or other building is to begin, except that the owner may test for the supply of water and subsoil conditions.

(23) Any and all utilities within the subdivision shall be underground.

(24) During the period of construction of any residence or other building upon any lot of the subdivision, the said lot and area shall be kept as neat and orderly as possible.

(25) Basketball boards or other sporting equipment shall be attached to the house or garage and not supported on separate posts unless no part thereof extends in front of the front line of the residence unless approved by the Board of Directors.

(26) Any swimming pool (with the exception of children's wading pools not exceeding eight feet in diameter), tennis courts, or other outdoor recreational facilities, which are to be constructed or located on privately-owned land, must have prior approval as to design and location.

(27) No permanent clothes line posts will be erected on any of said lots. Any clothes line posts or poles shall be of the removable type, and must be enclosed or screened from obvious view.

(28) No television or other communication towers or structures, including satellite dishes, shall be placed in front of the front line of the house, and any such tower or structure which exceeds three feet above the building roof line shall be first approved by the Board of Directors.

(29) No weeds, underbrush or unsightly growth of plants shall be permitted to grow or remain upon any lot in the subdivision, and all lots shall be kept mowed and cleared of any trash, debris or waste.

(30) No septic tanks or cesspools shall be allowed within the subdivision. Sewage disposal shall be accomplished through the use of aerobic micro-organism type disposal units, which meet the National Sanitation Foundation criteria for extended aeration sewage treatment plants. See Paragraphs 39, 40.

(31) There shall be no hunting or discharging of firearms or fireworks within the subdivision, without prior written permission of the Board of Directors.

(32) No outside illumination equipment or fixtures which will be detached from the residence or garage shall be constructed unless attached to a post or pole which shall not exceed eight feet in height, and which post or pole shall conform to the general architectural plan of the residence. All connections for such detached illumination devices or fixtures shall be underground.

(33) Additional restrictions or covenants not in conflict with the covenants herein may be made by appropriate provision in any contract or deed for the sale or conveyance of a lot, and such additional restrictions shall inure to the benefit of and be binding upon the parties in the same manner as they have been expressed herein.

(34) In the event either public water or

public sewer facilities are extended to the subdivision, the owner of any residential dwelling already constructed, or the purchaser of a lot who is building a residential dwelling, may hook on to the public water or public sewer facilities at his own expense.

(35) A purchaser of any lot or lots within the subdivision shall complete construction within one year of commencement of construction. In the event of the failure of the owner of the lot to substantially complete construction within one year after commencement thereof, Declarants, their successors, and assigns, shall upon ten day's notice unto the owner have the right to retake possession of the premises and pay the purchaser the original purchase price for the lot plus fifty percent (50%) of the actual construction cost of any improvements thereon, less either the reasonable cost of removal of such construction, backfill, foundations or any other work required to return the lot to its original condition, or the reasonable cost of completion of such construction, whichever shall be the lesser amount.

(36) All motorcycles and motorcycle type of transportation (including, but not limited to motorbikes, trail bikes, all and any all-terrain vehicles) as well as all snow machines, recreational vehicles, trucks, pick-ups, automobiles and vehicles of any kind, must obey all posted speed limits, comply with legal licensing requirements (both as to the vehicle and the driver or operator thereof) must comply with and obey all laws, rules and regulations of the State of Wyoming and the County of Sheridan relating to the ownership, licensing, operation and use of the foregoing means of transportation, whether on the public highways, or on the common ground within the subdivision or on individually owned lots; it being the intention of these Covenants to make such laws, rules and regulations applicable to the ownership licensing, operation and use of such modes of transportation, regardless of whether such operation takes place on public or private property within the subdivision.

(37) Motorcycles, all-terrain and similar recreational type vehicles, motorbikes, trail bikes and snow machines and snow vehicles of all types may be used only to enter and exit

from the public roads to an individual lot, and the same shall be accomplished only along the dedicated public streets and in full accordance with all applicable laws relating to speed, safety noise and general operation thereof; It is strictly prohibited to operate such motorcycles, all-terrain and similar recreational type vehicles, motorbikes, trail bikes, and snow machines and snow vehicles of all types in a recreational manner or in any unsafe, noisy or offensive manner on or in the subdivision (whether on public streets, common ground or individually owned lots) and the operation thereof shall strictly be limited to ingress and egress as stated above. In addition, all vehicles of any kind shall be operated at noise level which are at least as quiet as factory noise level.

(38) Any multi-lot sewer or water system shall be maintained by those lot owners using said system. The Home Owners Association shall be billed for such maintenance and they in turn shall bill the lot owners involved.

(39) Each lot owner shall have the responsibility to execute percolation tests, at his expense, to determine what type of sewer system will be mutually agreeable to the Sheridan County Engineer and the Knode Ranch Subdivision Board of Directors.

(40) In the event that the Board of Directors deems it necessary to install community water or sewer systems, due to poor percolation of soil or lack of availability of water, it may do so with the approval of the Sheridan County Engineer. The cost of installation of any such system shall be borne by the developer. Maintenance shall be paid as directed in paragraph 38 above.

(41) No residence, building, fence, wall, or other structures shall be constructed, replaced, repainted in a different color, or altered on any lot within the subdivision until the plans and specifications showing the location of the structure and the plans for construction have been approved by the Board of Directors as to the quality of workmanship and materials, harmony of external design, including color, with the existing structures, location with respect to topography, finished grade, elevation, in compliance with the covenants and restrictions contained herein.

## ARTICLE III

## Board of Directors

(A) The Board of Directors for all three phases shall consist of three members for Phase I homeowners, three members for Phase II homeowners and three members for Phase III homeowners. Until such time as 75% of the lots within the subdivision have been sold, the declarant will have one (1) non-expiring seat on the Board of Directors. Election to the Board of Directors shall be annually, and upon the death or resignation of any member of the board, the remaining members shall have the authority to designate a successor (from the same phase) who shall remain upon the Board until the next annual election.

(B) Elections to the Board of Directors shall be held at the annual meeting. Notice of the meeting shall be mailed to all property owners within the subdivision at the address given to the Board's secretary.

(C) At a meeting, each single-family lot shall have one vote.

(D) Prior to construction on private lands, or any other matter designated for approval by the Board of Directors, the owner of said private lands or the person contemplating such construction must submit preliminary plans and specifications to the Board of Directors, which plans and specifications shall include the following: (a) finished grades; (b) finished floor elevations; (c) floor plans; (d) roof plans; (e) site location plat; (f) all four exterior elevations; and (g) exterior color. Within fifteen days after receiving the plans and specifications for such construction or other matter, the board shall either approve or disapprove the plans and specification which approval or disapproval shall be in writing.

In the event the board fails to approve or disapprove within such period of time after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenant shall be deemed to have been fully complied with. If the plans shall be rejected because of

noncompliance with the covenants and restrictions, the reasons therefore shall be stated. The person submitting the plans shall have the right to make application to the board for review of its decision and may request a variance from the restrictions.

In the event the board approves the preliminary plans and specifications, prior to construction, final plans and specifications must be submitted to the Board in complete and detailed form, to assure conformance of the final plans and specifications with the preliminary plans and specifications.

(E) The members of the board shall elect a chairman who may also serve as secretary unless another member shall be designated as such. In any event, the secretary shall keep a minute record of all proceedings and actions taken by the board and shall be responsible for all correspondence. Meetings of the board may be called at any time by the chairman as required to transact any business, and the board may formulate its own rules and regulations for the calling of such meetings and conduct of its business. Upon the purchase of a lot, the purchaser shall be provided with the names of the members of the Board of Directors.

(F) The Board of Directors shall have the obligation of providing for the care, operation, management, maintenance, repair and replacement of the common area. Without limiting the generality of the foregoing, said obligations shall include the keeping of such common property and improvements thereon in good, clean, attractive and sanitary condition, order and repair, keeping the project safe, attractive and desirable; and making necessary and desirable alterations, additions, betterment, improvement to or on the common areas.

(G) The Board shall have the right to make and enforce reasonable and uniformly applied rules and regulations governing the use of the common property to assure equitable use and enjoyment by all persons with the subdivision.

## ARTICLE IV

## Assessment

(A) Regular Assessments. The owner of

any single family lot or lots and each unit of multi-family lots shall be obligated to pay and shall pay unto the Board of Directors the overhead assessment for maintenance and repair of all of the common ground and recreation facilities. The assessment shall be determined by dividing the costs equally between the owners of each lot. Assessments are made against each lot entitled to vote unless another assessment plan is approved by the Board for a specific assessment.

(B) The Board of Directors shall have the power and authority to determine all matters in connection with assessments, including the power and authority to determine where, when and how assessments shall be paid to the Board and each lot owner and single-unit of a multi-family lot shall be required to comply with any such determination.

(C) Time for Payments. The amount of any assessment, or the other amount payable with respect to any lot shall become due and payable thirty days after notice that such amount shall have been given by the Board of Directors to such lot owner, or at such later time as may be specified by the Board. Any amount shall bear interest at the rate of fifteen (15%) percent per annum from the date due and payable.

(D) The Board shall have a lien against each single-family lot, each multi-family apartment-type lot, or each individual condominium unit, as the case may be, in order to secure the payment of any assessment plus interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorney's fees. The lien may be foreclosed in the manner for foreclosures of real estate mortgages in the State of Wyoming.

(E) No substantial improvements shall be undertaken in the common areas (such as construction of tennis courts, swimming pools or recreational buildings) for the construction of which owners are to be assessed, without the consent of sixty percent of all owners in the subdivision of single-family lots, and also fifty (50%) percent of all owners of individual multi-family units, if any.

## ARTICLE V

### General Provisions

(A) Enforcement. Declarant and its successors shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein, and allocate and assess the costs for improvement, maintenance and repair of the common areas. Upon the violations of any covenant, or upon the failure to pay any assessments, a written notice of such violation or failure shall be directed to the violator who shall then have ten (10) days after receipt of the said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, Declarant or its successor, may re-enter and take possession of the violator's premises and correct the violation and charge all costs of such correction to the Owner. In addition, damages may be assessed against the violator at the rate of \$25.00 per day for each day the violation continues after the ten-day notice. In the event suit is required to collect any sums due, or to enjoin the violation of any of the covenants contained herein, violator, in addition to any of the other penalties provided herein or which may be assessed by a Court, shall be liable for all attorney's fees and costs incurred by Owner or its successor in bring such action.

(B) Severability. Invalidation of any one of these covenants or restrictions by Judgement or Court Order shall in no way effect any other provisions which shall remain in full force and effect.

(C) Amendment and Duration. The covenants and restriction of this Declaration shall run with, and be binding upon, the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed both by the owners of not less than seventy-five (75%) percent of the total lots within the complete subdivision and by seventy-five (75%) percent of the individuals who own lots within the subdivision, and all such amendments must be recorded in the office of the County Clerk of Sheridan County, Wyoming.

(D) Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the Association and each owner, and the heirs, personal representatives, successors and assigns of each of them.

(E) These covenants will become effective after approval by all three phases of the subdivision and will supersede the covenants recorded in Book 281 at page 273, Book 233 at page 33, Book 233 at page 117, Book 244 at page 314 and Book 247 at page 57 of the photo records of Sheridan County, Wyoming.

IN WITNESS WHEREOF Declarants and lot owners have executed this Declaration effective November 1, 1990.

EXHIBIT A

to

KNODE RANCH PROTECTIVE COVENANTS

1st Addition

A certain tract of land located in Section 34, Township 55 N, Range 84 W, Sheridan County, Wyoming, more particularly described as follows:

Beginning at a point on the North Section line of Section 34, T55N, R84W, which is S89°44'31"E, 1053.00 feet from the NW corner of Sec. 34, T55N, R84W, said NW corner being centered at the intersection of two gravel roads thence; (1) S89°44'31"E, 2824.43 feet; thence (2) S19°38'03"W, 250.00 feet; thence (3) S44°38'56"W, 84.85 feet; thence (4) S0°21'04"E, 300 feet; thence (5) S89°38'56"W, 72.61 feet; thence (6) S0°21'04"E, 300 feet; thence (7) S34°45'04"W, 500.00 feet; thence (8) S31°47'21"W, 400.00 feet; thence (9) S6°56'37"W, 432.88 feet; thence (10) S89°38'56"W, 554.11 feet; thence (11) N35°50'15"W, 222.04 feet; thence (12) N56°05'24"E, 109.82 feet; thence (13) N89°38'56"E, 161.47 feet; thence (14) N0°21'04"W, 410.00 feet; thence (15) N50°13'59"W, 756.77 feet; thence (16) S39°14'09"W, 322.88 feet; thence (17) right in a westerly direction along a curve with radius equal to 90.00 feet and a arc length equal to 109.70 feet. Said curve has a delta angle equal to 69°50'17"; thence (18) N70°55'34"W, 673.66 feet; thence (19) right in a northerly direction along a curve with a radius equal to 90.00 feet and an arc length equal to 136.26 feet; said curve has a delta angle equal to 86°44'43", thence (20) N15°49'09"E, 213.32 feet; thence (21) left in a northerly direction along a curve with radius equal to 329.06 feet; and an arc length equal to 212.27 feet. Said curve has a delta angle equal to 36°57'34", thence (22) N21°08'25"W, 387.14 feet; thence (23) right in a northerly direction along a curve with radius equal to 294.64 feet, and arc length equal to 110.04 feet. Said curve has a delta angle equal to 21°23'54", thence (24) N0°15'29"E, 23.02 feet to a point of beginning.

Also known as Knode Ranch Subdivision, 1st Addition.



2nd Addition

The above or foregoing subdivision of the following described land or real estate, to-wit this is a subdivision of a part of Section 34, Township 55 N, Range 84 W, more particularly described as follows:

Beginning at a point which is in the southwest corner of Lot 1, Block 5 of the Knode Ranch Subdivision 1st Addition to Sheridan County, Wyoming said point is S 51° 20' 35" E, a distance of 3,358.50 feet from the NW corner of said Section 34; thence along the boundary line of said Knode Ranch Subdivision 1st Addition N 35° 50' 15" W, a distance of 222.04 feet to a point, said point being a lot corner of Lot 1, Block 5; thence along the boundary line of said Knode Ranch Subdivision N 56° 05' 24" E, a distance of 109.82 feet to a point, said point being a lot corner of said Lot 1, Block 5; thence along the boundary line of said Knode Ranch Subdivision N 89° 38' 56" E, a distance of 161.47 feet to a point, said point being a lot corner of said Lot 1, Block 5; thence along said boundary line of Knode Ranch Subdivision N 0° 21' 04" W, a distance of 410.00 feet to a point, said point being the NW corner of Lot 6 of said Block 5; thence along said boundary line of Knode Ranch Subdivision N 50° 13' 59" W, a distance of 756.77 feet to a point, said point lying on the east right-of-way line of Canvasback Road, thence along said right-of-way line being the boundary line of the Knode Ranch Subdivision S 39° 14' 09" W, a distance of 322.88 feet to a point, said point being the beginning of a curve; thence along said right-of-way line, right in a southerly direction along a curve with a radius of 90 feet and a delta of 69° 50' 17" to a point, said point being the end of said curve; thence along said right-of-way line N 70° 55' 34" W, a distance of 673.66 feet to a point, said point being a beginning of a curve; thence along said right-of-way line, right in a westerly direction along a curve with a radius of 90 feet and a delta of 86° 44' 43" to a point said point, being the end of said curve; thence along the west right-of-way line of Harlequin Drive, S 15° 49' 09" W, a distance of 205.58 feet to a point, said point being the beginning of a curve; thence along west right-of-way line of Harlequin Drive, left in a southerly direction along a curve with a radius of 930.00 feet and a delta of 13° 51' 48" to a point; said point being the end of said curve; thence along said right-of-way of Harlequin Drive, S 01° 57' 21" W, a distance of 148.00 feet to a point; said point being the beginning of a curve; thence along said west right-of-way line of Harlequin Drive, right in a southerly direction along a curve with a radius of 450.00 feet and a delta of 30° 12' 17" to a point; said point being the end of said curve; thence along said right-of-way line S 32° 09' 38" W, a distance of 15.00 feet to a point; thence N 51° 36' 55" W, a distance of 138.37 feet to a point; thence S 43° 24' 28" W, a distance of 640.02 feet to a point; thence S 14° 20' 01" E, a distance of 388.26 feet to a point; thence S 60° 20' 51" E, a distance of 424.76 feet to a point; thence N 59° 20' 12" E, a distance of 654.63 feet to a point; thence S 32° 58' 22" E, a distance of 263.57 feet to a point; thence S 78° 06' 09" E, a distance of 347.44 feet to a point; thence N 82° 23' 19" E, a distance of 453.83 feet to a point; thence N 24° 23' 14" E, a distance of 527.82 feet to the point of beginning.

Said parcel contains 61.08 acres. Basis of bearing is Wyoming State Plane. Also known as Knode Ranch Subdivision, 2nd Addition.

3rd Addition

A tract of land located in the NW $\frac{1}{4}$ , NE $\frac{1}{4}$ , SE $\frac{1}{4}$ , and SW $\frac{1}{4}$  of Section 34, T55N, R84W of the 6th P.M., Sheridan County, Wyoming being more particularly described as follows:

Beginning at a point which bears N89°-44'-31"W a distance of 763.46 from the NE corner of said Section 34 said point of beginning lying on the section line between Sections 27 and 34.

Thence along the westerly boundary of the McCormick/Kruse Road for the following courses and distances:

S06°-46'-50"W	1391.47
S11°-41'-21"W	1044.72
S01°-38'-47"E	553.88
S17°-02'-32"E	220.62
S08°-55'-33"W	149.82
S63°-57'-30"W	259.63
S0°-13'-49"E	589.56 to a point

lying on the Knode/Hosford Agreement line as recorded in Book 243 at page 482 Sheridan County Clerks Office; thence along said agreement line for the following courses and distances:

N88°-43'-04"W	2362.89
N11°-54'-23"W	1144.23
S85°-47'-16"W	264.53
N64°-27'-25"W	195.34 to a point

thence N12°-12'-04"W a distance of 127.09 to the SE corner of Lot 7, Block 1, Knode Ranch, 2nd Addition.

Thence along the southerly and easterly boundary of the Knode Ranch 2nd Addition the following courses and distances:

N59°-20'-02"E	654.63
S32°-58'-22"E	263.67
S78°-06'-09"E	347.44
N82°-23'-19"E	453.83
N24°-23'-14"E	527.83 to a point

lying on the south boundary of Lot 1, Block 5, Knode Ranch 1st Addition.

Thence along the southerly and easterly boundary of the Knode Ranch 1st Addition the following courses and distances:

N89°-38'-56"E	554.12
N06°-56'-37"E	432.88
N31°-47'-21"E	400.00
N34°-45'-04"E	500.00
N0°-21'-04"W	300.00
N89°-38'-56"E	72.61
N0°-21'-04"W	300.00

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N44°-38'-56"E	84.85
N09°-38'-03"E	250.00 to a point

lying on the North line of Section 34.

Thence S89°-44'-31"E along the north line of Section 34 and the distance of 585.74 to the point of beginning. Containing 148.2 acres more or less.

Also known as Knode Ranch Subdivision, 3rd Addition, corrected plat.

DATED this 7th day of September, 1990.

Ralph Knode  
RALPH KNODE

Judy Knode  
JUDY KNODE

STATE OF WYOMING }  
COUNTY OF SHERIDAN } ss

The foregoing instrument was acknowledged before me this 7th day of September, 1990 by Ralph and Judy Knode.

Witness my hand and official seal.



S. Thomas Burke  
Notary Public

My commission expires: \_\_\_\_\_

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DATED this 1 day of Oct, 1990.

Rex Shepperd  
REX SHEPPERD

Angela Shepperd  
ANGELA SHEPPERD

STATE OF Wyoming }  
COUNTY OF Sheridan } ss

The foregoing instrument was acknowledged before me this 1st day of October, 1990 by Rex and Angela Shepperd.

Witness my hand and official seal.



E. Thomas Thorne  
Notary Public

My commission expires: \_\_\_\_\_

DATED this 30th day of August, 1990.

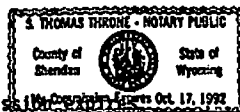
Robert Byers  
ROBERT BYERS

Lucille Byers  
LUCILLE BYERS

STATE OF Wyoming }  
COUNTY OF Sheridan } ss

The foregoing instrument was acknowledged before me this 30th day of August, 1990 by Robert and Lucille Byers.

Witness my hand and official seal.



My commission expires Oct. 17, 1992

S. Thomas Throne  
Notary Public

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DATED this 22 day of August, 1990.

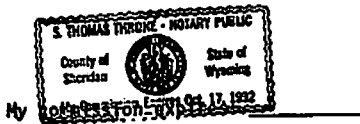
Tobias Frey  
TOBIAS FREY

LuAnn Frey  
LUANN FREY

STATE OF WYOMING }  
COUNTY OF SHERIDAN } ss

The foregoing instrument was acknowledged before me this 22 day of AUGUST, 1990 by Tobias and LuAnn Frey.

Witness my hand and official seal.



S. Thomas Thorne  
Notary Public

DATED this 20 day of Sept., 1990.

Rodney E. Reel  
RODNEY REEL

Danielle H. Reel  
DANIELLE REEL

STATE OF Wyoming }  
COUNTY OF Sheridan } ss

The foregoing instrument was acknowledged before me this 20th day of September, 1990 by Rodney and Danielle Reel.

Witness my hand and official seal.



S. Thomas Thibodeau  
Notary Public

My commission expires: \_\_\_\_\_



374

DATED this 27<sup>th</sup> day of August, 1990.

Denny Peterson  
DENNY PETERSON

Nancy E. Peterson  
NANCY PETERSON

STATE OF Wyoming }  
COUNTY OF Sheridan } ss

The foregoing instrument was acknowledged before me this 27th day of August, 1990 by Denny and Nancy Peterson.

Witness my hand and official seal.



S. Thomas Thorne  
Notary Public

My commission expires: \_\_\_\_\_

DATED this 25 day of Sept, 1990.

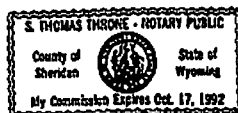
Jay Lance  
JAY LANCE

Mary Ann Lance  
MARYANN LANCE

STATE OF Wyoming )  
COUNTY OF Sheridan ) ss

The foregoing instrument was acknowledged before me this 25th day of September, 1990 by Jay and MaryAnn Lance.

Witness my hand and official seal.



S. Thomas Throne  
Notary Public

My commission expires: \_\_\_\_\_

376

DATED this 27<sup>th</sup> day of Aug, 1990.

S. Thomas Throne  
S. THOMAS THRONE

Deborah J. Throne  
DEBORAH J. THRONE

STATE OF Wyoming } ss  
COUNTY OF Sheridan }

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of August, 1990 by S. Thomas Throne and Deborah J. Throne.

Witness my hand and official seal.



Cindy Springer  
Notary Public

My commission expires: Dec. 2, 1993

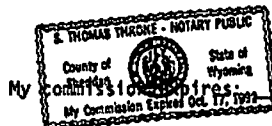
DATED this 23 day of AUGUST, 1990.

Frank Mills  
FRANK MILLS

STATE OF WYOMING }  
COUNTY OF SHERIDAN } ss

The foregoing instrument was acknowledged before me this 23rd day of AUGUST, 1990 by Frank Mills.

Witness my hand and official seal.



E. Thomas Thorne  
Notary Public

218

DATED this 30th day of August, 1990.

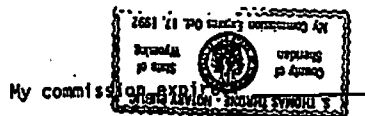
Harlan Shafer  
HARLAN SHAFER

Mary Shafer  
MARY SHAFER

STATE OF Wyoming }  
COUNTY OF Sheridan } ss

The foregoing instrument was acknowledged before me this 30th day of August, 1990 by Harlan and Mary Shafer.

Witness my hand and official seal.



J. L. [Signature]  
Notary Public

DATED this 1st day of OCT., 1990.

Mark Sonderby  
MARK SONDERBY

STATE OF Wyoming }  
COUNTY OF Sheridan } ss

The foregoing instrument was acknowledged before me this 1st day of  
October, 1990 by Mark Sonderby.

Witness my hand and official seal.



S. Thomas Throne  
Notary Public

My commission expires: \_\_\_\_\_

380

DATED this 17 day of October, 1990.

Marjorie M. Bidwell  
MARJORIE BIDWELL

STATE OF Virginia  
COUNTY OF Yankee ss

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 1990 by Marjorie Bidwell.

Witness my hand and official seal.



Patricia N. Sherman  
Notary Public

My commission expires: My commission expires Dec. 17, 1990.

DATED this 23 day of Aug, 1990.

Willis Fauth  
WILLIS FAUTH

Linda Fauth  
LINDA FAUTH

STATE OF Wyoming }  
COUNTY OF Sheridan } ss

The foregoing instrument was acknowledged before me this 23rd day of August, 1990 by Willis and Linda Fauth.

Witness my hand and official seal.



Thomas Throne  
Notary Public

My commission expires: \_\_\_\_\_



382

DATED this 25 day of September, 1990.

Steve Maier  
STEVE MAIER

Edre Maier  
EDRE MAIER

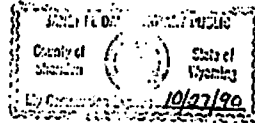
STATE OF WY } ss  
COUNTY OF Sheridan }

The foregoing instrument was acknowledged before me this 25 day of September, 1990 by Steve and Edre Maier.

Witness my hand and official seal.

Janet M. Dale  
Notary Public

My commission expires: 10/27/90



DATED this 23<sup>rd</sup> day of August, 1990.

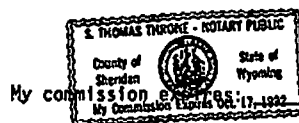
Gil Clemons  
GIL CLEMONS

Joyce Clemons  
JOYCE CLEMONS

STATE OF WYOMING )  
COUNTY OF SHERIDAN ) ss

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of AUGUST, 1990 by Gil and Joyce Clemons.

Witness my hand and official seal.



E. Thomas Thorne  
Notary Public

384

DATED this 25 day of Sept., 1990.

Maurice A. [Signature] VICE PRES. - TRUST OFFICER  
FIRST INTERSTATE BANK, TRUSTEE (Colter)

STATE OF Wyoming }  
COUNTY OF Sheridan } ss

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of September, 1990 by First Interstate Bank, Trustee.

Witness my hand and official seal.

NOTARY  
PUBLIC

[Signature]  
Notary Public

My commission expires: My Commission Expires Feb 21, 1992

DATED this 23 day of Sept, 1990.

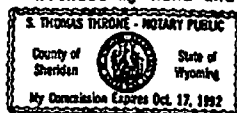
*Russ Cox*  
RUSS COX

*Patty Cox*  
PATTY COX

STATE OF Wyoming }  
COUNTY OF Sheridan } ss

The foregoing instrument was acknowledged before me this 23rd day of September, 1990 by Russ and Patty Cox.

Witness my hand and official seal.



*S. Thomas Throne*  
Notary Public

My commission expires: \_\_\_\_\_

386

DATED this 3<sup>rd</sup> day of Sept, 1990.

Glenn Hyde  
GLENN HYDE

STATE OF Wyoming }  
COUNTY OF Sheridan } ss

The foregoing instrument was acknowledged before me this 3rd day of September, 1990 by Glenn Hyde.


Witness my hand and official seal.

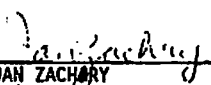


S. Thomas Thorne  
Notary Public

My commission expires: \_\_\_\_\_

DATED this 27 day of August, 1990.

  
RANDOL ZACHARY

  
JAN ZACHARY

STATE OF Wyoming )  
COUNTY OF Sheridan ) ss

The foregoing instrument was acknowledged before me this 27 day of August, 1990 by Randol and Jan Zachary.

Witness my hand and official seal.



  
Notary Public

My commission expires: \_\_\_\_\_

388

DATED this 9 day of SEPT, 1990.

  
ED SALVATORE

  
RUTH SALVATORE

STATE OF WYOMING }  
COUNTY OF SHERIDAN } ss

The foregoing instrument was acknowledged before me this 9th day of September, 1990 by Ed and Ruth Salvatore.

Witness my hand and official seal.



  
Notary Public

My commission expires: \_\_\_\_\_

DATED this 8 day of 27, 1990.

Ron W. Wood  
RON WOOD

Deborah A. Wood  
DEBORAH WOOD

STATE OF Wyoming }  
COUNTY OF Sheridan } ss

The foregoing instrument was acknowledged before me this 27 day of August, 1990 by Ron and Deborah Wood.

Witness my hand and official seal.



My commission expires: \_\_\_\_\_

S. Thomas Thorne  
Notary Public



390

DATED this 22 day of Sept, 1990.

Steve Velaquez  
STEVE VELAQUEZ

STATE OF Wyoming }  
COUNTY OF Sheridan } ss

The foregoing instrument was acknowledged before me this 22nd day of September, 1990 by Steve Velaquez.

Witness my hand and official seal.



S. Thomas Throne  
Notary Public

My commission expires: \_\_\_\_\_

DATED this 19th day of September, 1990.

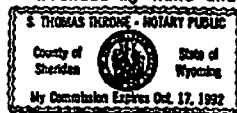
Richard M. Williams "Dick"  
DICK WILLIAMS

Lois P. Williams  
LOIS WILLIAMS

STATE OF WYOMING }  
COUNTY OF SHERIDAN } ss

The foregoing instrument was acknowledged before me this 19th day of September, 1990 by Dick and Lois Williams.

Witness my hand and official seal.



S. Thomas Thorne  
Notary Public

My commission expires: \_\_\_\_\_

392

DATED this 16<sup>th</sup> day of September, 1990.

Glenn James Logan  
GLENN JAMES LOGAN

Kristine Margaret Logan  
KRISTINE MARGARET LOGAN

STATE OF Wyoming )  
COUNTY OF Sheridan ) ss

The foregoing instrument was acknowledged before me this 16th day of September, 1990 by Glenn James and Kristine Margaret Logan.

Witness my hand and official seal.



S. Thomas Thorne  
Notary Public

My commission expires: \_\_\_\_\_

DATED this 20<sup>th</sup> day of October, 1990.

KNODE RANCH, INC.

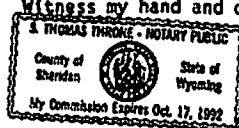
Ralph H. Knode, Jr.  
Ralph H. Knode, Jr., President

Judith O. Knode  
Judith O. Knode, Secretary

STATE OF WYOMING }  
COUNTY OF SHERIDAN } ss

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of October, 1990 by Ralph H. Knode, President of Knode Ranch, Inc. and Judith O. Knode, Secretary of Knode Ranch, Inc., a Wyoming corporation, on behalf of Knode Ranch, Inc.

Witness my hand and official seal.




J. Thomas Thorne  
Notary Public

My commission expires: \_\_\_\_\_

394

DATED this 24 day of September, 1990.

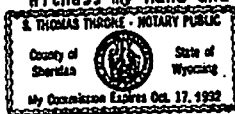
  
RON DESTEFANO

  
CINDER DESTEFANO

STATE OF Wyoming }  
COUNTY OF Sheridan } ss

The foregoing instrument was acknowledged before me this 24 day of September, 1990 by Ron and Cinder Destefano.

Witness my hand and official seal.



  
Notary Public

My commission expires: \_\_\_\_\_

DATED this 22 day of August, 1990.

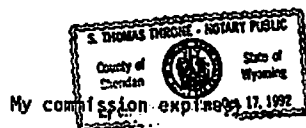
Jack Dale  
JACK DALE

Janet Dale  
JANET DALE

STATE OF WY )  
COUNTY OF Hotchkiss ) ss

The foregoing instrument was acknowledged before me this 22 day of AUGUST, 1990 by Jack and Janet Dale.

Witness my hand and official seal.



S. Thomas Thorne  
Notary Public

396

DATED this 24 day of Sept., 1990.

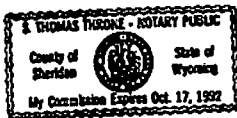
Duane O. Portwood  
DUANE PORTWOOD

Connie Portwood  
CONNIE PORTWOOD

STATE OF Wyoming }  
COUNTY OF Sheridan } ss

The foregoing instrument was acknowledged before me this 24th day of September, 1990 by Duane and Connie Portwood.

Witness my hand and official seal.




Thomas Throne  
Notary Public

My commission expires: \_\_\_\_\_

DATED this 5th day of SEPTEMBER, 1990.

  
DICK NEWMAN

  
MARGE NEWMAN

STATE OF Wyoming }  
COUNTY OF Sheridan } ss

The foregoing instrument was acknowledged before me this 5th day of September, 1990 by Dick and Marge Newman.

Witness my hand and official seal.



  
Notary Public

My commission expires: \_\_\_\_\_



DATED this 24 day of August, 1990.

Russell Majesty  
 \_\_\_\_\_  
 RUSSELL MAJESTY

Virginia Majesty  
 \_\_\_\_\_  
 VIRGINIA MAJESTY

STATE OF Wyoming }  
 COUNTY OF Sheridan } ss

The foregoing instrument was acknowledged before me this 24th day of August, 1990 by Russell and Virginia Majesty.

Witness my hand and official seal.



S. Thomas Thorne  
 \_\_\_\_\_  
 Notary Public

My commission expires: \_\_\_\_\_

Lot # 47 - phase 3 -

DATED this 8th day of September, 1990.

Tracy Knode  
TRACY KNODE

STATE OF Wyoming )  
COUNTY OF Sheridan ) ss

The foregoing instrument was acknowledged before me this 8th day of September, 1990 by Tracy Knode.

Witness my hand and official seal.



Thomas Thorne  
Notary Public

My commission expires: \_\_\_\_\_

lots 48 + 49 - phase 3 -  
400

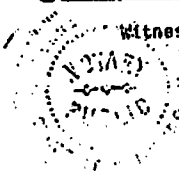
DATED this 4th day of September, 1990.

Ralph Knode III  
RALPH KNODE III

STATE OF California } ss  
COUNTY OF San Diego }

The foregoing instrument was acknowledged before me this 4th day of September, 1990 by Ralph Knode III.

Witness my hand and official seal.



John L. Knudsen  
Notary Public

My commission expires: 11-10-92