

DECLARATION OF PROTECTIVE COVENANTS FOR
COTTONWOOD MINOR SUBDIVISION

This declaration is made by Wyoming Electric, Inc., a Wyoming corporation, hereinafter referred to as Declarant.

Declarant is the owner of all lands embraced in the subdivision known as Cottonwood Minor Subdivision, which is platted and of record in the office of the County Clerk and Ex-Officio Registrar of Deeds in and for Sheridan County, Wyoming (Plat recorded on January 16, 2002 as Plat No. C-53, Instrument No. 397768, in the records of the County Clerk & Ex-Officio Registrar of Deeds in & for Sheridan, County, Wyoming).

The Cottonwood Minor Subdivision is a subdivision of Lot 1 of the Fox Minor Subdivision, which is a subdivision of Tract A of the Jeffries Draw Subdivision. Accordingly, the lots and lands within Cottonwood Minor Subdivision are subject to the Protective Covenants for Jeffries Draw Subdivision (recorded on October 25, 1979 at Book 243, page 564 in the office of the County Clerk and Ex-Officio Registrar of Deeds in Sheridan County, Wyoming) as amended by The First Amendment to Declaration of Protective Covenants For Jeffries Draw Subdivision (recorded on December 10, 1982 at Book 271, page 474 in the office of the County Clerk and Ex-Officio Registrar of Deeds in Sheridan County, Wyoming) and by the Second Amendment to Declaration of Protective Covenants for Jeffries Draw Subdivision (recorded on June 21, 1991 at Book 342, page 107 in the Office of the County Clerk and Ex-Officio Registrar of Deeds in Sheridan County, Wyoming).

The declarant adopts these covenants for the purpose of supplementing the existing covenants with additional covenants specific to Cottonwood Minor Subdivision:

All of the roads and lanes within Cottonwood Minor Subdivision shall be maintained, improved and repaired when necessary by the lot owners. Each lot owner shall be liable and responsible for an equal share of the cost of maintenance, repair and improvement. A majority of the lot owners of Cottonwood Minor Subdivision shall determine the necessity of maintenance, repair and improvement.

Construction

All buildings erected on any subdivision lot shall be of new construction. Used buildings or structures shall be prohibited. Any new construction must be substantially complete within one (1) year of commencement of construction. No dwelling within the subdivision shall be occupied until the exterior construction is entirely complete. All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover.

Meetings of the lot owners of Cottonwood Minor Subdivision may be called for any purpose by a lot owner, with notice to be given either in person or in writing. All matters shall be determined by majority vote of lot owners, each lot being entitled to one (1) vote.

Records of all matters shall be kept and maintained by a lot owner selected on an annual basis by majority vote.

An annual meeting shall be held on the 1st Monday of May in each year at a place and time designated by the keeper of the records.

These covenants shall be binding upon all lands and all owners of lands in this subdivision and their successors in interest, regardless of the manner of acquiring the interest. These covenants shall run with the land and inure to each and every parcel of land.

In the event that any lot owner is in violation of these covenants and an owner or owners of lands within this subdivision brings suit to enjoin any action, enforce any covenant or to collect any sums due, the lot owner in violation shall be responsible for and pay all attorney fees and costs incurred by the lot owner or owners bringing the suit, provided the suit is successful.

DATED this 31st day of JANUARY, 2002.

WYOMING ELECTRIC, INC.

BY: Curtiss Johnson
Curtiss Johnson

ITS: PRESIDENT

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 31 day of JANUARY, 2002, by Curtiss Johnson, President of Wyoming Electric, Inc., a Wyoming corporation.

WITNESS MY HAND & OFFICIAL SEAL.

Lewis R. Meekins
Notary Public

My Commission Expires: 11-05-05