

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
HILL POND SUBDIVISION, PHASE 1

THIS DECLARATION, made on this 10th day of September, 1980,
by Sentry Homes, Inc., a Wyoming Corporation, hereinafter referred
to as "Developer",

WHEREAS, Developer is the owner of real property located in
Sheridan County, Wyoming (hereinafter referred to as "Property"),
more particularly described as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and
10 in Block 1 of the Hill Pond Subdivision, a subdivision of the
City of Sheridan, Sheridan County, Wyoming, as recorded in the office
of the County Clerk and Recorder in Plat Book Number 1, page 305.

NOW, THEREFORE, Developer hereby declares that all of the
properties described shall be held, sold and conveyed subject to
the following easements, restrictions, covenants and conditions which
are set forth for the purpose of protecting the value and desirability
of, and which shall run with, the Property and be binding upon any
parties having any right, title or interest in the Property or any
part thereof, their heirs, successors and assigns and shall inure
to the benefit of each owner thereof.

ARTICLE 1 - DEFINITIONS

1. Developer means Sentry Homes, Inc., a Wyoming Corporation, its
successors and assigns.
2. Property shall mean all of the real property in the City and
County of Sheridan, Wyoming, as described above.

3. Lots shall mean Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 1 as shown on the Plat.
4. Public Street shall mean Cove Court which has been dedicated to public use, as shown on the Plat, but shall not include driveways, parking areas or alleys.
5. Plat refers to the Plat of Hill Pond Subdivision as filed in the records of the office of the County Clerk and Recorder of Sheridan County, Wyoming.

ARTICLE 11 - USE AND OTHER RESTRICTIONS

1. Persons Bound by These Restrictions. All persons, corporations, cooperatives, companies and organizations who now own or who shall hereafter acquire any interest in, or to the Property shall agree with the owners of said Property, and with their heirs, successors and assigns to conform to the covenants, restrictions and stipulations as to the use thereof and improvement thereon as provided herein.
2. No lot within the Property shall be used for any purpose except residential purposes and no buildings shall be erected, altered, placed or permitted to remain on any lot or lots other than for residence purposes.
3. All buildings located on the Property must conform to the setback requirements as stipulated by the City of Sheridan for R-3 zoning, being fifteen (15) feet from the front of the lot, five (5) feet from the side lot line, or fifteen (15) feet from the rear lot line. The lot side lines shall be considered the outer property line of the premises when a structure encompasses more than one lot.
4. No structure of a temporary nature, a mobile home, trailer, tent, garage, barn or other building shall be built or moved into any lot and

used as a residence or other use, either temporarily or permanently, at any time.

5. No lot or building within the Property shall be used for commercial, professional or manufacturing business of any kind and no lot or building within the Property shall be used as a church or hospital, except the developer reserves the right to maintain a sample dwelling on one lot to be used only as a real estate show unit and/or construction office.

6. No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage, fluids or other wastes. All such waste shall be kept within enclosures which shall be secured against spillage. The burning of any garbage or trash is prohibited.

7. No birds, dogs, cats, pets, animals or livestock of any kind shall be kept, raised or cared for on a commercial basis within the Property, and no swine, poultry, horses, cattle, ducks or any other livestock shall be permitted on the Property. Any dog, cat or other pet which may be kept shall not become a public nuisance and any existing ordinances relating to the ownership and control of pets shall be applicable to the Property.

8. No signs, billboards, posters or advertising devices of any kind or character shall be erected or displayed on any lot except signs displayed to identify the occupants of a dwelling or resale signs which shall not exceed four square feet in area. The Developer may erect any and all types of signs or billboards that may be desirable for the sale or lease of any lot or dwelling on the Property.

9. Each individual dwelling will have off-street parking equal to 67.5 square feet. This parking area will be deeded to each owner and is to be maintained and used by said owner for the purpose of motor vehicle

parking. No boats, campers, motor homes, trailers or non-functioning automobiles, or any other accumulation of non-functioning or undesirable items or material shall be parked or left on the parking area for more than a two week period (14 days).

10. No fences or hedge or wall of any kind shall be erected or placed in front of the front line of the residence. Any fence, wall or hedge not supplied by Developer as part of the Property that separates properties must be constructed of the same material, or equal, and be of the same design, and fences erected on a common property line must be approved and agreed upon as to cost sharing and desirability by both property owners prior to construction. Any fences built for the purpose of a dog run may be of chain link material but must have the approval and agreement on the desirability by property owners adjacent on either or both sides.

11. No drilling or puncturing of the surface for oil, gas or other minerals or water or any other substance shall be permitted.

12. All clotheslines must be of the removable type and shall be screened from obvious view from the fronting street.

13. All garbage cans shall be kept in the designated area and maintained so as not to cause a nuisance or become unsightly.

14. No radio towers, antenna, above ground swimming pools (except child's wading pool), elevated tanks, basketball boards or other sports equipment, towers or poles or any other extension or addition to the Property will be permitted without express written consent from the Architectural Control Committee.

15. Any extensions, additions or modifications to the exterior of any part of the dwelling must be approved by the Architectural Control Committee. Exterior paint colors shall not be changed without the

consent of the Architectural Control Committee.

ARTICLE III - EASEMENTS

Easements for the purpose of installing and maintaining utilities and drainage and other facilities are reserved as shown on the Plat. No structure, planting or other material shall be placed or permitted to remain within such easements which may damage or interfere with the maintenance of the utilities. The easement area of each lot and all improvements within it shall be maintained continuously by the owner of the lot, except those improvements for which a public authority or utility company is responsible.

ARTICLE IV - RECIPROCAL EASEMENT AGREEMENT

In the event a sewer line, water service, underground electrical service, or any other type of utility that services a dwelling crosses another owner's property, and a problem develops that requires excavating the surface in order to make repairs, and the property owners are not in agreement as to the cause or the blame, then before any excavation begins a Consulting Engineering firm must be employed to determine the cause and the blame. If the engineering firm determines that a property owner is the cause and is to blame, that property owner is bound by the engineer's decision and must bear the cost of the repairs and the engineering firm, and must return any other owner's property that was altered by the repairs to the original state within a reasonable time period or be subject to a lien against their property. If the engineering firm determines that the blame lies with the builder, developer or utility, then the property owner or owners shall use the proceedings at law to recover damages.

ARTICLE V - ARCHITECTURAL CONTROL COMMITTEE

Until such time as seventy percent (70%) of the Property is sold and conveyed, the architectural control committee shall be the Developer. At the time seventy percent (70%) of the Property is conveyed, the purchasers of said property shall elect as successors to the Developer a committee consisting of three (3) members each of whom shall be an owner of a part of the Property, and upon whose election shall replace the Developer as the body to approve any and all improvements, extensions or additions proposed to be made by any owner other than the Developer. Elections to the committee shall be held annually or upon the death or resignation of any member.

The Architectural Control Committee shall meet within fifteen (15) days after an owner has made application in writing to it for approval, also submitting at that time two (2) sets of plans and specifications. The committee shall render its decision within thirty (30) days after this meeting, either approving or disapproving the plans and specs, in the latter case, making specific reference to those features which caused disapproval. Approval may be conditioned upon completion within some specified period of time. All decisions shall be made by a majority vote of the committee and a failure of the committee to act will be considered approval.

ARTICLE VI - AMENDMENT OF COVENANTS

These covenants and restrictions may only be amended, changed or cancelled by a vote of seventy-five percent (75%) of the owners representing seventy-five percent (75%) of the Property.

ARTICLE VII - TERM

These covenants shall run with the land and shall be binding upon all of the parties and persons claiming under them for a period of twenty (20) years from the date these covenants shall be recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the Property owners has been recorded agreeing to change said covenants in part or in whole.

ARTICLE VIII - ENFORCEMENT

Enforcement shall be by proceedings at law in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

ARTICLE IX - SEVERABILITY

Invalidation of any one of these covenants by judgement of Court orders shall in no way effect any of the other provisions which shall remain in full force and effect.

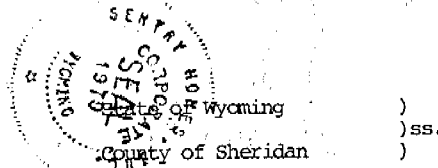
DATED this 1st day of October, 1980.

SENTRY HOMES, INC.
A Wyoming Corporation

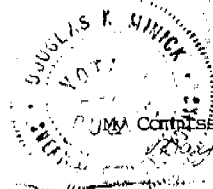
By Stanley H. Witt
Title President

ATTEST:

J. H. T. Secretary
Secretary



WITNESS my hand and official seal.



Douglas K. Minick
Notary Public