

RECORDED FEBRUARY 12, 1997 BK 384 PG 355 NO 248165 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

TODD A. ATTER, a married person dealing in his sole and separate property, grantor, of Sheridan County, State of Wyoming, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS TO ROGER D. AND MARY L. ADAMS, husband and wife, as tenants by the entirety, grantees, whose address is 2708 Palmer Dr., Fremont, NE 68025, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 13 in Pleasant Valley Subdivision, a subdivision in Sheridan County, Wyoming.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to the following covenants which are attached as Attachment A, pages 1 through 3 and recorded with this deed.

WITNESS my hand this 12 day of Feb, 1997.

Todd A. Atter
TODD A. ATTER

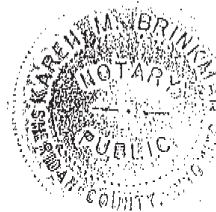
STATE OF WYOMING)
 : SS
COUNTY OF SHERIDAN)

The foregoing Warranty Deed was acknowledged before me by TODD A. ATTER, this 12th day of February, 1997.

WITNESS my hand and official seal.

Karen M. Brinkman
NOTARY PUBLIC

My Commission Expires: April 15, 2000



ATTACHMENT A

In consideration of the sale of lot 13 of Pleasant Valley Subdivision from Todd Atter to the undersigned, the undersigned agree to the following restrictions to be placed on lot 13:

- (1) All lots in said subdivision shall be known and described as residential lots and will be restricted by all the restrictions contained herein. These restrictions are to run with the land and shall be binding on all parties and are for the benefit of all owners of lots in the Pleasant Valley Subdivision.
- (2) No lot shall be used except for residential purposes and no business of any nature whatsoever shall be conducted on said lots. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling with attached double garage. All buildings shall be new construction. Every effort shall be made to keep such structures attractive, painted and maintained.
- (3) No buildings shall be erected, placed or altered on any building lot until the construction plans and specifications and a lot plan shall have been approved by Todd Atter.
- (4) No structure of a temporary character, mobile home, shack, 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 30 days. No portion of lots shall be used for storage of items unless items are enclosed in buildings.
- (5) No more than one residence is permitted on any lot as a principal use.
- (6) No birds, dogs, pets, animals or livestock of any kind shall be kept, bred, raised or cared for on a commercial basis within the subdivision. Goats, bulls, swine, stallions and rams are expressly forbidden and none shall be kept on any lot for any purpose. 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 in the dwelling when not under the direct supervision of its owner.
- (7) 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. Trash, garbage, and other waste shall be removed from the premises on a periodic basis by the lot owner. All trash containers shall be secure against spillage.
- (8) No noxious or offensive activity shall be carried on upon any lot nor shall anything be done which may be or may become an annoyance or nuisance to the owner of any other portion of the subdivision.
- (9) Any new fence construction must be as follows: steel or treated posts. If poles, they must be treated, stained or painted.
- (10) One "For Rent" or "For Sale" sign, which shall be no larger than six (6) square feet, shall be permitted. One entrance gate sign identifying the owner or occupant of the property shall be permitted. No advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted on any lot.
- (11) There will be no resubdividing of any lot in the subdivision.
- (12) All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover within one growing season.
- (13) Elevated tanks shall not be erected or permitted upon any lot.
- (14) No television or other communication towers or structures, including satellite dishes, shall be placed in front of the front line of the house, and no such tower or structure shall exceed three feet above the building roof line. All such towers and antennas must be attached to the dwelling.
- (15) Each dwelling shall be constructed with adequate off-road parking area for at least two automobiles per residence. No parking shall be allowed within the boundaries of any road rights of way. No trailers, campers, motor or mobile homes, boats, snowmobiles, snowmobile trailers, recreational vehicles, tractors, equipment or similar vehicles of any kind shall be allowed to be parked or stored on any lot for more than four consecutive days, nor more than twenty days within any calendar year unless vehicle or equipment is enclosed in garage.
- (16) Only construction through its appearance that will enhance the environmental surrounds will be allowed as approved by Todd Atter.
- (17) Each building on a lot shall have minimum setback distances measured from the lot line to the nearest wall of such structure so that the front line of the structure lines up with the existing structures on front setback. New structures shall line up with existing structures in subdivision on front setback. All structures shall be centered on lot for side setbacks. House locations must be approved by Todd Atter.
- (18) No residence dwelling shall be erected unless it has a private attached garage with a minimum capacity of two cars and a maximum of three cars.

(19) The ground floor, or main floor living area of all dwellings erected on the following described lots exclusive of open porches, breezeways, or garages shall contain not less than 1600 square feet. Lot number 13 as shown on the plat for Pleasant Valley that shall be governed by this minimum living area.

(20) Only one residence shall be allowed on one-acre lot. No detached garages, barns, sheds, or other buildings shall be built or moved onto lot 13 at any time, either temporarily or permanently, with the exception of a detached shed 11 x 12 ft. or smaller on lot 13. All buildings must be approved by Todd Atter for location, size, and height and must be built with same material as main dwelling. These structures shall not block the view of neighbors. No other barns, sheds or other buildings shall be built, altered, placed or moved onto lots.

(21) No trailers or modular homes will be allowed on any lots for residence.

(22) Roofs must be T-locks or cedar shakes; no metal roofs will be allowed.

(23) All garage doors will not exceed 8 ft. in height.

(24) No basements will be built on lot 13 unless owner of lot has done his own tests for water level depth at owner's expense.

(25) No building constructed or erected upon lot 13 shall present a full two story facade to the fronting street and the height of said building shall not exceed 19 feet. The height shall be determined from the finish grade at the building.

(26) 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 as approved by Todd Atter.

(27) No gasoline or other type of fuel, except propane, shall be stored in tanks or containers located above or on the surface of the ground.

(28) 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 any vehicle, and unregistered or inoperable vehicles may be parked and kept only within an enclosed garage.

(29) All lots shall have a 14 ft. approach off the road that can be road gravel or shale and will have a 12 in. culvert in the ditch that will be installed before any construction has begun on the lot. No driving in ditches will be allowed during construction except on the 14 ft. approach to building. Any damages done to ditches will be restored to original condition by the party that has done the damage.

(30) 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.

(31) 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.

(32) 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 by Todd Atter.

(33) 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.

(34) Any exterior lights may be installed on decorative metal posts or attached to house or garage. Telephone poles will not be allowed for light posts.

(35) No weeds, under brush 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 (except for lots which are not sold and are being hayed) and cleared of any trash, debris, or waste.

(36) There shall be no hunting or discharging of firearms.

(37) A purchaser of any lot or lots within the subdivision shall complete exterior construction within 120 days of commencement of construction. In the event of the failure of the owner of the lot to substantially complete construction within 120 days 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.

(38) Motor cycles, 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 snowmachines 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 levels which are at least as quiet as factory noise level.

(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 Pleasant Valley Subdivision Declarant.

These restrictions are in addition to existing restrictive covenants of record. Should there be conflict between the restrictions, the most restrictive covenant shall take precedence.

Should Todd Atter or another lot owner in Pleasant Valley Subdivision be required to pursue enforcement of these restrictions, judicially or through some other enforcement means, they shall be entitled to recover reasonable attorney fees in pursuing such enforcement from the owner violating these restrictions.

Should any portion of these restrictions be deemed ineffective, the remaining portions shall remain in full effect.

The undersigned hereby agree to the above restrictions to be placed on lot 13 of Pleasant Valley Subdivision. Such restrictions shall be appurtenant to and run with the land.

DATED this 18th day of January, 19 97.

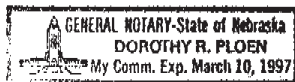
Roger D. Adams
Roger D. Adams

Mary L. Adams
Mary L. Adams

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was subscribed and sworn to before me by Roger D. Adams and Mary L. Adams on this 18th day of January, 19 97.

Witness my official hand and seal.



Dorothy R. Ploen
Notary Public

My Commission Expires: March 10, 1997