

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
HILL POND SUBDIVISION, PHASE 3

THIS DECLARATION, made on this 20th day of August 1984, 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 in attached Exhibit "A".

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 I - 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 in attached Exhibit "A".
- 3) Public Street shall mean all areas which have been dedicated to
public use, as shown on the Plat, but shall not include driveways,
parking areas or alleys.
- 4) 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 III - 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-1 zoning, being twenty-five (25) feet from the front of the lot, five (5) feet from the side lot line, or twenty (20) 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 (4) 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) 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 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 a chain link material but must have the approval and agreement on the desirability by property owners adjacent on either or both sides.

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

11) All clotheslines must be screened from obvious view from the fronting street.

12) All garbage cans shall be kept and maintained so as not to cause a nuisance or become unsightly.

13) No radio towers, antenna, elevated tanks, towers or poles or any other extension or addition to the Property will be permitted without express written consent from the Architectural Control Committee.

14) Any extensions, additions or modifications to the exterior of any part of the dwelling must be approved by 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 - ARCHITECTURAL CONTROL COMMITTEE

Until such time as fifty-five percent (55%) of the Property is sold and conveyed, the Architectural Control Committee shall be the Developer. At the time fifty-five percent (55%) 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 date 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 V - 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 VI - 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.

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ARTICLE VII - 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 VIII - SEVERABILITY

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

DATED this day of September 1984.

SENTRY HOMES, INC.

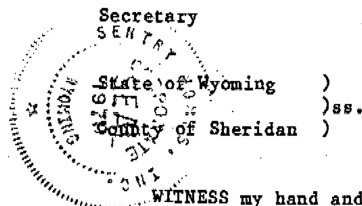
A Wyoming Corporation

By Ray H. Everett

Title President

ATTEST:

Glenn W. Wachter
Secretary

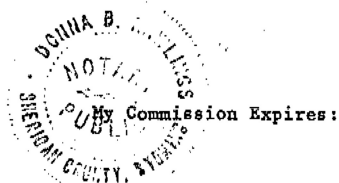


WITNESS my hand and official seal.

Danna B. Runkle

Notary Public

June 2, 1985



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EXHIBIT "A"

Plat of Hill Pond, and Hill Pond Two, a subdivison and resubdivison of the City of Sheridan, Wyoming, as recorded in the office of the County Clerk and Recorder of Sheridan County, Wyoming, in Plat Book number 1, page 305 and Plat Book number , page

This property is also described as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 of Block 2, and Lots 6, 7, 8, 9, 10, 11, 12 and 13 of Block 3 of Hill Pond Subdivison, and Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9 of Hill Pond Two Subdivision, Sheridan County, Wyoming.