

**DECLARATION OF PROTECTIVE COVENANTS  
FOR VALLEY VIEW SUBDIVISION  
EDITION 6 ("Covenants")**

22<sup>nd</sup> THIS DECLARATION OF PROTECTIVE COVENANTS (this "Declaration") is made this day of October, 2010, by the Homeowners' Association of the Valley View Subdivision ("HOA") and the owners of record of all of the tracts of the Valley View Subdivision of Sheridan County, Wyoming.

**RECITALS**

A. This sixth edition ("Edition 6") of the covenants supersedes those originally established by Carroll Realty Company, Inc., the original Declarant, on December 5, 1973, covering the Valley View Subdivision ("Subdivision"). The Declarant has been replaced by the HOA established in March 1990, in accordance with the original covenants. Edition 6 incorporates all amendments adopted as a result of changes in law and other changes/amendments approved by the HOA in accordance with the provisions of the previous editions of the covenants.

B. This Declaration is made by the HOA and its Architectural Control Committee ("ACC"), a duly constituted committee formed in March 1990, in accordance with the provisions of the original covenants dated December 5, 1973, and subsequently revised on January 18, 1993, September 21, 1997, November 21, 2005 and September 23, 2006.

C. It is the intention of the HOA and the ACC that the lands in the Subdivision shall be developed and maintained as a highly desirable, attractive, beneficial, valuable and suitable rural, residential area. In view of their long-range plans, the HOA and the ACC desire to impose these restrictions on the Subdivision and yet retain reasonable flexibility to respond to changing circumstances so as to control and maintain the first-class quality and distinction of the Subdivision.

D. The HOA and the ACC are adopting this Declaration for the benefit of all owners of lots or tracts in the Subdivision, such that the lots or tracts may be held, transferred and used only in a manner consistent with this Declaration, which shall run with the land and be binding on all parties having any right, title or interest in the Subdivision, and their successors and assigns.

**COVENANTS**

NOW, THEREFORE, the HOA and the ACC hereby declare that the tracts of the Subdivision shall be held, transferred, and occupied subject to the covenants, conditions, restrictions, easements, and liens (collectively, the "Covenants") set forth in this instrument.

682097 DECLARATION OF COVENANTS  
BOOK 519 PAGE 0514  
RECORDED 10/22/2010 AT 09:35 AM  
EDA S. THOMPSON, SHERIDAN COUNTY CLERK

## DEFINITIONS

1. "Tract" or "lot" means any tract of land shown on the recorded plat of the Subdivision as amended from time to time, which is designated as a tract or lot on the plat, and which is or may be improved with a residential dwelling in conformity with these Covenants.
2. "Member" means a person or entity who or which is a record owner of a fee or undivided fee interest in any tract or lot subject to these Covenants, excluding any person who holds a lien or interest in a tract or lot as security for the performance of an obligation. Each legal ownership entity of each lot or tract in the Subdivision shall be a member of the HOA and the Covenants shall be binding upon all Members.
3. "HOA" means the association of each and every legal owner of each and every existing lot or tract in the Subdivision and their successors in interest, regardless of how that interest is acquired. Such owners and successors shall be responsible for the conduct of their tenants or invitees.

## HOA POWERS AND DUTIES

5. The HOA is an unincorporated, non-profit association under applicable Wyoming statutes with the purpose of enforcing the Covenants; governing, administering and carrying out the Covenants; promoting the health, safety, enjoyment and welfare of the Members; providing an ACC to protect the generally required characteristics of construction and beauty of the Subdivision; and, carrying out additional services as the HOA may approve from time to time.
6. The HOA is empowered to carry out these purposes by exercising all of the authority, powers and privileges delegated to, or vested in the HOA, by the Covenants, Wyoming Statutes, or as may be reasonably implied as being necessary or proper hereunder, and to perform all of the duties and obligations established by the Covenants; to elect officers to carry out the duties authorized by the Members; to fix, levy, collect and enforce payment by any lawful means all charges or assessments pursuant to the Covenants and to pay all expenses in connection therewith and incident to the conduct of the HOA; and, to employ such firms or persons to perform any and all of the duties and obligations of the HOA.
7. Any HOA dues and assessments collected shall be spent in carrying out the Covenants and promoting the health, safety, enjoyment and welfare of the Members, which shall include, but not be limited to, the reasonable expenses of road maintenance, snow plowing, postage, office supplies, meeting place rental, weed spraying, other reasonable expenses deemed necessary by the HOA or the ACC and a reserve for such expenditures.

## RESIDENTIAL RESTRICTIONS

8. All tracts and lots in the Subdivision shall be used only for residential and family recreational purposes.

9. No manufacturing or commercial enterprise or enterprises of any kind for profit shall be maintained on, in front of, or in connection with the lands in this subdivision nor shall such lands in any way be used for anything other than strictly family recreational purposes. This provision shall not preclude a Member from conducting business from within a Member's home electronically or by other means not involving external or visible activities or traffic.

10. All buildings erected on any Subdivision lot shall be a detached single-family dwelling with necessary garage or outbuildings. The principal residence shall have a minimum fully enclosed area devoted to living purposes, exclusive of porches, terraces and garages of one thousand five hundred (1,500) square feet on ground level.

#### **SETBACK LINES**

11. All buildings shall be located at least 200 feet from the front lot line and at least 100 feet from the interior and rear lot lines of the building lot. For the purposes of the Covenants, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this Covenant shall not be construed to permit any portion of a building on a building lot to encroach upon another building lot.

#### **MANUFACTURED OR PREFABRICATED BUILDINGS**

12. Buildings that are constructed off-site and require transportation to any tract or lot, whether partially or entirely assembled, will not be permitted; this includes modular or mobile homes, stock modular buildings or any other structure requiring transportation and set-up in a partially completed state. However, structures that are assembled off-site and completely disassembled for transportation may be permitted. The aesthetic merits of any such structures are subject to review and approval by the ACC. All structures used as temporary living quarters must be approved by the ACC. This Covenant shall not prevent the parking and temporary, occasional use of a camping trailer in the Subdivision for a period not exceeding thirty (30) days without approval by the ACC, as long as the trailer is not used as a permanent residence.

#### **TANKS**

13. Swimming pool filter tanks, fuel oil tanks, and similar tanks shall be enclosed, buried or otherwise appropriately screened so that they will not be visible from the street or from adjoining tracts.

#### **DOMESTIC WATER**

14. The HOA intends by the Covenants to prevent any activities and exclude any structures which might impair the quantity and quality of ground water available to the owners of lots in the Subdivision. Therefore, pollution or contamination of the ground water supply is prohibited.

15. State regulations governing domestic water supplies and waste water disposal systems shall control when they are more severe than the requirements imposed by the HOA.

16. Water wells and waste water disposal systems including, but not limited to, septic systems and leach fields ("Waste Water Disposal Systems"), shall be no closer together than two hundred (200) feet. Water lines and sewer lines shall not pass under or through a foundation wall closer than twenty (20) feet from each other. Wells and Waste Water Disposal Systems shall be located at least one hundred (100) feet from all property lines.

17. Water wells and domestic water supplies shall be constructed so as to comply with the current specifications established by the State Engineer. As a general rule, pitless adaptors must be used on all wells, and all pumps drawing water from the wells shall be of the submersible type. However, the ACC may approve and allow different pumping system designs or equipment.

18. Waste Water Disposal Systems must be constructed, operated and maintained in accordance with the requirements of applicable Sheridan County, Wyoming, and State of Wyoming laws.

19. The applicable Sheridan County and State of Wyoming regulatory agencies shall have a right to inspect the domestic water and Waste Water Disposal Systems at any time. If any such agency determines that corrective measures must be taken to comply with county or state laws and regulations and to protect public health, it shall give the property owner notice directing them to correct the violation. The property owner will be liable for all costs of the necessary corrective measures, and in the event suit is required to collect these sums, the property owner shall be liable for all attorneys' fees and costs incurred in bringing an action to enforce this obligation.

#### **APPROVAL OF BUILDING PLANS**

20. Residences, buildings, fences, walls, exterior lighting facilities, domestic water or Waste Water Disposal Systems, or other structures may be constructed, replaced or altered on any lot within the subdivision only after the plans and specifications showing the location of the structure and the plans for construction have been approved by the ACC in the interest of quality of workmanship and materials, harmony of colors to blend with the surrounding area (specifically disallowing bright, shiny, metallic-type, external finishes) and, with respect to topography, finished grade and elevation, and overall compliance with the Covenants.

21. Within forty-five (45) days after receiving these plans, the ACC shall either approve or disapprove, in writing, such plans and specifications. In the event the ACC fails to approve or disapprove in such period of time, after the plans have been submitted to it, approval will not be required, but the property owner shall be obligated to comply with the remaining provisions of these Covenants. If the plans are rejected because of noncompliance with the Covenants and related restrictions, the reasons therefore shall be stated. The person submitting the plans shall have a right to make application to the ACC for further review of its decision and may request a variance from the restrictions.

22. Neither the ACC, HOA, nor any of the members thereof, shall be liable to any Member or other person for any damage or loss suffered or claimed on account of (a) the approval or disapproval of any plans, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, or (c) the development or manner of development within the Subdivision. Approval of plans by the ACC shall not be deemed to be a representation or warranty that the plans comply with these Covenants or with applicable laws or regulations, including zoning ordinances and building codes.

23. During the course of construction of any structure or system, the ACC shall have the right to inspect the work to insure it conforms with the approved plans. The ACC shall have the right to inspect any structure or system prior to covering.

24. Commencement of any construction before approval has been given by the ACC will be a violation of the Covenants, except as provided in Section 21 of these Covenants.

#### **SUBDIVISIONS**

25. The additional subdividing of existing lots is prohibited. The Subdivision was zoned A-AGRICULTURAL by the Sheridan County Zoning Resolution dated May 14, 1985. The resolution restricted minimum lot size to 35 acres. Smaller sized lots in existence before May 14, 1985, have been grandfathered in and are not subject to the restricted minimum lot size.

#### **RESTRICTED USES**

26. Animals, livestock and poultry may be kept, raised and bred only for family use and enjoyment unless otherwise approved by the ACC. All livestock shall be confined by a fence, corral or enclosure which is sufficient to restrain them.

27. Members shall follow proper land management procedures to prevent overgrazing or erosion of the soil. The ACC shall have the exclusive right to determine when overgrazing or erosion is threatened by the acts of the Members or their assignees.

28. If the ACC determines that overgrazing or erosion is threatened, it may order the Member to limit or cease their activities. Failure to obey such an order will be a breach of this Covenant.

29. The use of any portion of the Subdivision as a dumping ground for rubbish, trash, garbage and other waste or refuse ("Refuse") is prohibited. Refuse shall not be allowed to accumulate and shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of Refuse shall be kept in a clean and sanitary condition.

30. The accumulation of machinery, equipment or used motor vehicles is prohibited.

31. Signs of any kind may be displayed to the public view only after approval by the ACC, except that a Member may display without limitation, any signs necessary to advertise the property for sale or lease.

32. Excavation for stone, gravel or earth on any lot is prohibited. Excavation for construction purposes is permitted only after construction has commenced and during the construction period pursuant to prior ACC approval.

33. The use of high-powered hunting rifles for any purpose by any person within the Subdivision is prohibited.

34. Members or other property occupants with recreational equipment, such as recreational vehicles, campers, and boats, shall obscure the vehicles from sight as much as possible by parking/storing them inside or next to buildings.

35. All lands, buildings and structures shall be maintained and kept in good repair.

#### **EASEMENTS, UTILITIES, ROADS AND RECREATIONAL AREAS**

36. The HOA reserves to itself perpetual easements across such land in the Subdivision along all irrigation and drainage swales and ditches presently in existence (or hereafter constructed or confined with the consent of the property owners across which the water flows) for the purpose of construction, maintenance and operation of the ditches for proper irrigation and drainage of all meadow lands of any lots or any tracts therein. The HOA reserves the rights to irrigate and go on all such lands at all reasonable times for the purposes of preserving and maintaining the natural beauty.

37. Easements fifteen (15) feet on each side of the property lines of the original lots of the Subdivision are hereby reserved for poles, wires, pipes and conduits for heating, lighting, electricity, gas, telephones, sewer, water or other public or quasi-public utility service purposes, together with the right of entry at any time for the purpose of further construction and repair.

38. All utilities which are originally delivered underground shall be continued underground. The property owner shall be responsible for installing the utilities in their tract. The installation will be at the expense of the property owner.

#### **APPROVING AUTHORITY**

39. The ACC shall consist of five (5) members; three (3) of which shall be the elected officers of the HOA as described in Section 47 below, and two (2) of which shall be members at large. The ACC shall be the approving agency for the provisions of the Covenants.

40. The members of the ACC must be legal owners of lots in the Subdivision. The two (2) nominees receiving the most votes in the voting process defined below shall serve as the members at large of the ACC.

41. Elections for the ACC shall be held at the annual HOA meeting described in Section 47 below, and upon the death or resignation of any member of the ACC, the remaining members shall have the authority to designate a successor who shall serve on the ACC until the next annual election.

42. The members of the ACC shall elect a chairperson and secretary (to be differentiated in function from the HOA President, Vice President, and Secretary/Treasurer). The secretary shall keep minutes of all proceedings and actions taken by the ACC and shall be responsible for all correspondence. With reasonable notice to, and consideration of, all its members, meetings of the ACC may be called at any time by the chairperson or secretary as required to transact any business. The ACC may formulate its own reasonable rules and regulations before calling such meetings and conduct its business. The decisions of the ACC shall be made by majority vote of members of the ACC at such meetings and any vote tally shall include ACC member write-in votes and votes authorized by written proxy provided both documents are received by the chairperson or secretary no later than the starting time of the meeting. In the event of a deadlock in the ACC, the question shall be resolved by a majority vote of the Members, such vote conforming to the voting rules and procedures described below.

#### **MODIFICATION AND AMENDMENT**

43. The ACC shall have the right to vary the distances, sizes and other quantifiable limitations provided by the Covenants, but only to an extent not exceeding ten percent (10%) unless otherwise precluded by law. The ACC shall have the right to enforce the Covenants.

44. The Covenants may be amended, revised or altered at any time upon the approval of the Members owning eighty percent (80%) of the existing lots, such vote conforming to the voting rules and procedures described below. In the event a lot is owned by more than one person, each of whom is a Member, such persons shall be responsible for designating one of them as the voting Member.

#### **ENFORCEMENT**

45. The ACC shall have the sole and exclusive right and authority to determine compliance with the Covenants and allocate and assess the costs for the improvement, maintenance and repair of all roadways and recreational areas. Upon the violation of any of the individual Covenants contained herein or upon the failure to pay any assessments, written notice of such violation or failure shall be directed to the violating property owner who shall have ten (10) days after receipt of the notice to correct the violation or pay the assessment due. If the violation is not corrected or payment is not made, the HOA through its ACC may re-enter and take possession of the violators' premises and correct the violation. In addition, damages may be assessed against the violator at a rate of twenty-five dollars (\$25.00) per day for each day the violation or violations continue after the ten (10) days' notice. In the event suit is required to collect any sum due or enjoin the violation of any of the Covenants contained herein, the violator, in addition to any of the other penalties provided herein or which may be assessed by the Court, shall be liable for all attorneys' fees and costs incurred by owner or its successor in bringing such action.

46. The HOA shall have a lien against each lot to secure the payment of any assessment plus interest from the date due and payable, plus all costs and expenses of collecting any unpaid amount, including reasonable attorneys' fees. The lien may be foreclosed in the manner provided for the foreclosure of real estate mortgages in the State of Wyoming.

#### **HOA MEETINGS, VOTING RIGHTS AND VOTING PROCEDURES**

47. The HOA shall hold an annual meeting during the first half of September. Written notice of any and all meetings of the HOA shall be given by an officer of the HOA mailing a copy of such notice, postage prepaid, at least twenty (20) days before scheduled meeting to each Member, addressed to the Member's address last appearing on the books of the HOA. Such notice shall specify the place, day and hour of the meeting and the purpose of the meeting, which shall include, without limitation, voting for the HOA's annual dues, the HOA officers of President, Vice President, and Secretary/Treasurer and for the two (2) members at large of the ACC. Each Member shall be entitled to one vote, consistent with Section 44. Each Member may vote in person, write-in vote or authorize a vote by written proxy, provided these documents are received by the President or Secretary/Treasurer no later than the starting time of the meeting. No write-in vote or written proxy shall pertain to more than the voting at one particular meeting.

48. Unless stated to the contrary herein, all resolutions shall be passed with a simple majority of votes and officers shall be elected based upon most votes received for each office. Given the notice provisions for the meeting and the right of write-in vote and written proxy, there shall not be a minimum quorum for voting.

#### **DURATION**

49. The Covenants run with the land and shall be binding upon all parties and all persons claiming under them for successive periods of ten (10) years from the date of filing this Edition 6 with the County Clerk of Sheridan County, Wyoming. The Covenants shall be automatically extended for successive periods of ten (10) years unless a valid instrument repealing the Covenants has been signed and recorded by the Members owning eighty percent (80%) of the existing lots.

#### **SEVERABILITY**

50. In the event any one of the Covenants, restrictions or remedies contained herein is invalidated by a judgment or court order, the remaining provisions and remedies shall remain in full force and effect.

#### **NON-WAIVER**

51. The failure of the HOA or the ACC to promptly enforce any of the Covenants or restrictions herein set forth at the time of its violation shall in no event be a waiver of the right to so enforce whatsoever or to enforce any subsequent violation.



#### WAIVER OF LIABILITY

52. Neither the HOA nor the ACC, nor the employees, officers or agents thereof, shall be liable to any Member, lessee, licensee or occupant of any lot in the Subdivision subject to these Covenants by reason of any mistake in judgment, nonfeasance, action or inaction, or for the enforcement or failure to enforce any provision of these Covenants, provided such person or entity acted in good faith without willful or intentional misconduct. Every owner, lessee, licensee or occupant of such real property in the Subdivision, by acquiring an interest therein, agrees not to bring any action or suit against the HOA or the ACC, or the employees, officers or agents thereof, to recover damages from, or to seek equitable relief, by reason of the foregoing, and each and every Member, lessee, licensee or occupant hereby waives any right to do so. Furthermore, neither the HOA, any Member, the ACC, nor any agent thereof shall be personally liable for (i) debts incurred by the HOA or ACC; (ii) the tort or contract of another Member, whether such other Member was acting on behalf of the HOA or ACC or otherwise; (iii) any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof; or (iv) any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises of the HOA.

IN WITNESS WHEREOF, the Members have executed this Declaration of Protective Covenants for Valley View Subdivision Edition 6 this 22<sup>nd</sup> day of October, 2010.

Valley View Subdivision Covenants  
Edition 6  
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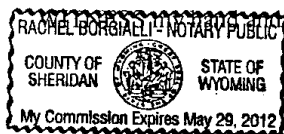
(Tracts 1, 2 and 7B)

**Hidden Valley Properties, LLC**  
**A Colorado Limited Liability Company**

By *Forrest E. Mars, Jr.*  
Forrest E. Mars, Jr. Manager

STATE OF WYOMING     )  
                                      : ss  
COUNTY OF SHERIDAN    )

The foregoing document was acknowledged before me this 12<sup>th</sup> day of  
May, 2010, by **Forrest E. Mars, Jr., Manager of Hidden Valley Properties, LLC**, a  
Colorado limited liability company.



official seal.

*Rachel Borgialli*  
Notary Public

My Commission expires: May 29, 2012

(Tracts 3 and 4)

Jennifer Williams  
Jennifer Williams

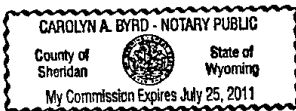
STATE OF WYOMING     )  
                                      : ss  
COUNTY OF SHERIDAN    )

The foregoing document was acknowledged before me this 11<sup>th</sup> day of June, 2010, by Jennifer Williams.

WITNESS my hand and official seal.

Carolyn A. Byrd  
Notary Public

My Commission expires: 7-25-2011



(Tract 4)

Stephen A. Dudley  
Stephen A. Dudley

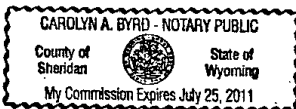
STATE OF WYOMING     )  
                                      : ss  
COUNTY OF SHERIDAN    )

The foregoing document was acknowledged before me this 11<sup>th</sup> day of June, 2010, by Stephen A. Dudley.

WITNESS my hand and official seal.

Carolyn A. Byrd  
Notary Public

My Commission expires: 7-25-2011



Valley View Subdivision Covenants  
Edition 6  
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(Tract 5)

X Bryan M. Scheuber  
Bryan M. Scheuber

Tammy D. Castillo Scheuber

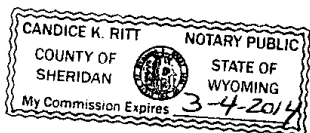
STATE OF WYOMING     )  
                                      : ss  
COUNTY OF SHERIDAN    )

The foregoing document was acknowledged before me this 13<sup>th</sup> day of  
May, 2010, by Bryan M. Scheuber and ~~Tammy D. Castillo Scheuber~~

WITNESS my hand and official seal.

Candice K. Ritt  
Notary Public

My Commission expires: 3-4-2014



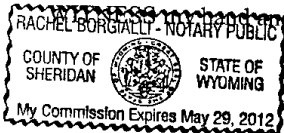
(Tract 5)

Bryan M. Scheuber

Tammy D. Castillo Scheuber  
Tammy D. Castillo Scheuber

STATE OF WYOMING     )  
                                      : ss  
COUNTY OF SHERIDAN    )

The foregoing document was acknowledged before me this 6<sup>th</sup> day of July, 2010, by ~~Bryan M. Scheuber~~ RB and Tammy D. Castillo Scheuber.



Rachel Borgiatti  
Notary Public

My Commission expires: May 29, 2012

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(Tract 6)

Brett K. Burtis

Brett K. Burtis

Rebecca A. Burtis

Rebecca A. Burtis

STATE OF WYOMING )

: ss

COUNTY OF SHERIDAN )

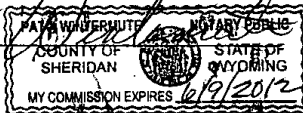
The foregoing document was acknowledged before me this 10 day of May, 2010, by Brett K. Burtis and Rebecca A. Burtis.

WITNESS my hand and official seal.

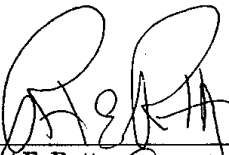
My Commission expires:

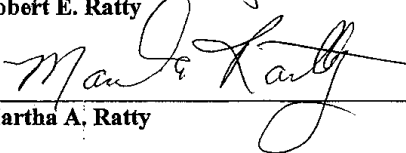
June 6, 2012

Patricia Burtis  
Notary Public



(Tract 7A)

  
Robert E. Ratty

  
Martha A. Ratty

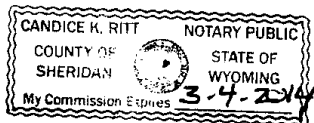
STATE OF WYOMING     )  
                                      : ss  
COUNTY OF SHERIDAN    )

The foregoing document was acknowledged before me this 19 day of  
May, 2010, by Robert E. Ratty and Martha A. Ratty.

WITNESS my hand and official seal.

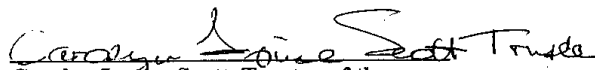
  
Notary Public

My Commission expires: 3-4-2014



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(Tract 8)

  
Carolyn Louise Scott, Trustee of the  
Carolyn Louise Scott Trust UAD 2-5-2003

STATE OF COLORADO    )  
                                      : ss  
COUNTY OF Deer    )

The foregoing document was acknowledged before me this 21<sup>st</sup> day of  
May, 2010, by Carolyn Louise Scott, Trustee of the Carolyn Louise Scott Trust  
UAD 2-5-2003.

WITNESS my hand and official seal.

My Commission expires: 10/16/10





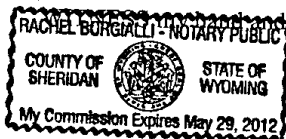
(Tract 10B)

Thomas L. Ringley  
Thomas L. Ringley

Georgina M. Ringley  
Georgina M. Ringley

STATE OF WYOMING )  
: ss  
COUNTY OF SHERIDAN )

The foregoing document was acknowledged before me this 5<sup>th</sup> day of May, 2010, by **Thomas L. Ringley**.



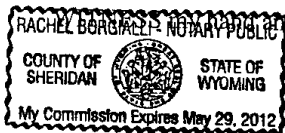
and official seal.

Rachel Borgialli  
Notary Public

My Commission expires: May 29, 2012

STATE OF WYOMING )  
: ss  
COUNTY OF SHERIDAN )

The foregoing document was acknowledged before me this 5<sup>th</sup> day of May, 2010, by **Georgina M. Ringley**.




and official seal.

Rachel Borgialli  
Notary Public

My Commission expires: May 29, 2012

(Tract 11A  
McIntyre Minor Subd.)

  
Robert Fenton Miller

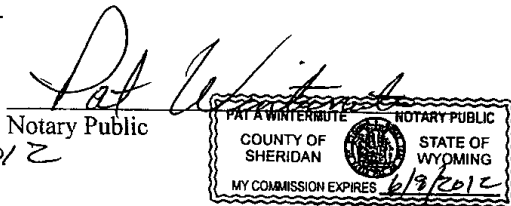
  
Diana Sabo Miller

STATE OF WYOMING     )  
                                      : ss  
COUNTY OF SHERIDAN    )

The foregoing document was acknowledged before me this 11 day of  
May, 2010, by **Robert Fenton Miller** and **Diana Sabo Miller**.

WITNESS my hand and official seal.

My Commission expires: June 9, 2012



(Tract 11B  
McIntyre Minor Subd.)

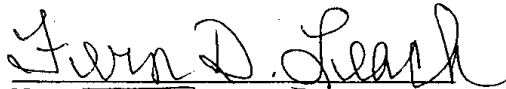


**Harold Moorehead, III, Trustee of the  
Harold Moorehead, III Living Trust  
UAD 6-13-2000**

STATE OF WYOMING     )  
                                      : ss  
COUNTY OF SHERIDAN    )

The foregoing document was acknowledged before me this 4<sup>th</sup> day of  
May, 2010, by **Harold Moorehead, III, Trustee of the Harold Moorehead, III  
Living Trust UAD 6-13-2000.**

WITNESS my hand and official seal.

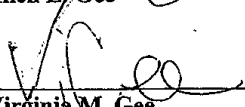
  
Notary Public

My Commission expires: 10-3-2011



(Tract 12)

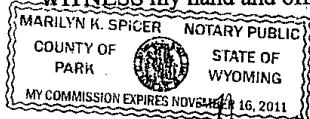
  
\_\_\_\_\_  
Allen L. Gee

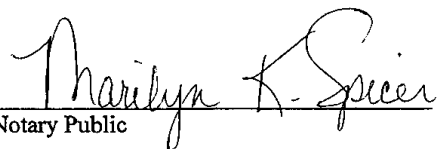
  
\_\_\_\_\_  
Virginia M. Gee

STATE OF WYOMING )  
COUNTY OF Park : ss

The foregoing document was acknowledged before me this 5<sup>th</sup> day of May, 2010, by Allen L. Gee and Virginia M. Gee.

WITNESS my hand and official seal.

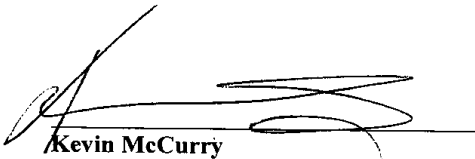


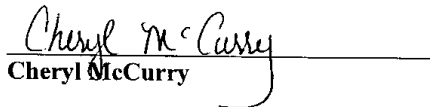
  
\_\_\_\_\_  
Notary Public

My Commission expires November 16, 2011

Valley View Subdivision Covenants  
Edition 6  
Page 22 of 26

(Tract 13)

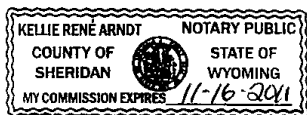
  
Kevin McCurry

  
Cheryl McCurry

STATE OF WYOMING     )  
                                  : ss  
COUNTY OF SHERIDAN   )

The foregoing document was acknowledged before me this 19 day of  
October, 2010, by **Kevin McCurry** and **Cheryl McCurry**.

WITNESS my hand and official seal.



  
Notary Public

My Commission expires: 11-16-2011

(Tract 15)

  
Bruce W. Fahrner

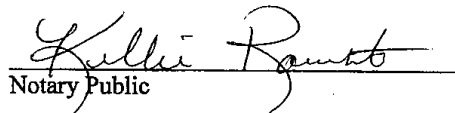
Laurie N. Fahrner

STATE OF WYOMING     )  
                                      : ss  
COUNTY OF SHERIDAN    )

The foregoing document was acknowledged before me this 11<sup>th</sup> day of  
May, 2010, by Bruce W. Fahrner and Laurie N. Fahrner.

WITNESS my hand and official seal.

My Commission expires: 5/19/2013

  
Notary Public



(Tract 15)

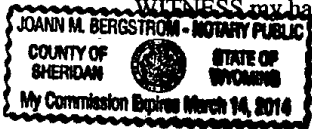
Bruce W. Fahrner

Laurie N. Fahrner  
Laurie N. Fahrner

STATE OF WYOMING     )  
                                      : ss  
COUNTY OF SHERIDAN    )

The foregoing document was acknowledged before me this 12<sup>th</sup> day of  
May, 2010, by ~~Bruce W. Fahrner~~ Laurie N. Fahrner.

WITNESS my hand and official seal.



Joann M. Bergstrom  
Notary Public

My Commission expires: March 14, 2014

(Tract 16)

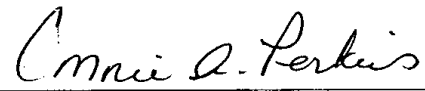
  
\_\_\_\_\_  
Hugh Kenworthy Batty

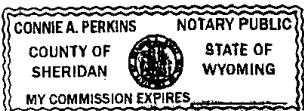
STATE OF WYOMING     )  
                                  : ss  
COUNTY OF SHERIDAN    )

The foregoing document was acknowledged before me this 12<sup>th</sup> day of  
July, 2010, by **Hugh Kenworthy Batty**.

WITNESS my hand and official seal.

My Commission expires: 8-21-2010

  
\_\_\_\_\_  
Notary Public





(Tract 17)

deceased  
Larry W. Gustafson

Marjorie J. Gustafson  
Marjorie J. Gustafson

STATE OF WYOMING )  
: ss  
COUNTY OF SHERIDAN )

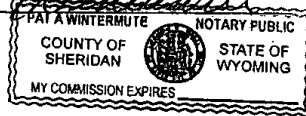
The foregoing document was acknowledged before me this 5 day of  
May, 2010, by Larry W. Gustafson and Marjorie J. Gustafson.

WITNESS my hand and official seal.

My Commission expires:

June 9, 2012

Notary Public



PAGES 16 of 26, 17 of 26 and 23 of 26 ARE NOT SIGNED AND  
NOT INCLUDED IN THIS DOCUMENT.

## AFFIDAVIT OF SURVIVORSHIP

State of Wyoming    )  
                          )ss  
County of Sheridan    )

661378 AFFIDAVIT OF SURVIVORSHIP  
BOOK 513 PAGE 0765  
RECORDED 02/02/2010 AT 02:50 PM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

Marjorie J. Gustafson, being first duly sworn upon oath does depose and state as follows:

1. That she is the surviving spouse of Larry Wayne Gustafson, who died January 11, 2010, in Sheridan County, State of Wyoming.

2. That at the time of his death the said Larry W. Gustafson, along with your affiant Marjorie J. Gustafson, husband and wife, was the owner of the following described property situate in Sheridan County, Wyoming, to-wit:

Tract No. 17, Valley View Subdivision.

A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 115.

3. That the said Larry W. Gustafson and Marjorie J. Gustafson, husband and wife, received title to the above-described real property by that certain Warranty Deed from Elaine Eisenman, a married woman, said deed being dated July 30, 1990, and recorded December 7, 1990, in Book 338 of Deeds, at Page 312 thereof, in the Office of the County Clerk in and for Sheridan County, Wyoming.

4. That by reason of the death of the said Larry Wayne Gustafson, and the fact that said property was held by Larry W. Gustafson and Marjorie J. Gustafson, husband and wife, all right, title and interest in and to said property above-described is now vested solely in Marjorie J. Gustafson.

5. That attached hereto is a certified copy of the Certificate of Death of the said Larry Wayne Gustafson, duly certified to by Gladys K. Breeden, Deputy State Registrar, Department of Health, State of Wyoming.

6. That this Affidavit is made pursuant to Wyoming Statute Section 2-9-102 and given for the express purpose of terminating the estate by the entirety in the name of Larry W. Gustafson, and vesting sole title in the real property above-described in the name of Marjorie J. Gustafson.

## STATE OF WYOMING 540

DEPARTMENT OF HEALTH

## CERTIFICATE OF DEATH

## Decedent:

Name: Larry Wayne Gustafson  
Gender: Male  
Date of Birth: January 05, 1939

## State File Number:

2010-000144

Social Security Number: 516-42-7730  
Age at the Time of Death: 71 years

## Date and Place of Death:

Date of Death: January 11, 2010  
City of Death: Sheridan  
Location: Sheridan Memorial Hospital 1585 West 5th Street  
County of Death: Sheridan

## Additional Decedent Information:

Place of Birth: Robbinsdale, Minnesota  
Residence: Big Horn, Wyoming  
Marital Status: Married - Marjorie Ulmaniec  
Armed Forces: Yes  
Name of Father: Harold Gilbert Gustafson  
Name of Mother: Hazel Pearl Elvin  
Informant: Marjorie Gustafson

Relationship: Wife

## Disposition:

Method of Disposition: Cremation  
Place of Disposition: Wyo Cremation Authority, Sheridan, Wyoming

## Funeral Home or Facility:

Facility: Kane Funeral Home, Sheridan, Wyoming

## Cause of Death:

The immediate cause is listed on the first line, followed by any underlying causes.

(a) Pancreatic Cancer

Interval:

Other Significant  
Conditions:

Manner of Death: Natural Death

Time of Death: 14:00 (Actual)

## Certifier:

Type: Physician  
Name: Ian Hunter, MD  
Address: 1435 Burton Street, Sheridan, Wyoming, 82801  
Date Filed: January 26, 2010

443073

This is a true certification of the document on file in the office of Vital  
Records Services, Cheyenne, Wyoming.

DATE ISSUED: Wednesday, January 27, 2010

This copy is not valid unless prepared on paper with an engraved border.

*Gladys K. Breeden*  
Gladys K. Breeden  
Deputy State Registrar

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE