

**DECLARATION OF RESTRICTIVE
COVENANTS AND CONDITIONS**

THIS DECLARATION, made on the date hereinafter set forth by STEVEN B. COON and KAREN S. COON of 208 East 8th, Lusk, Niobrara County, Wyoming 82225, hereinafter referred to as the Declarants.

WITNESSETH:

WHEREAS, Declarants are the owner of certain property in the Niobrara County, Wyoming, which is more particularly described as:

Beginning at a marked stone which is the Southwest corner of Section 14, Township 32 North, Range 64 West of the 6th P.M.; thence North 00°00'E a distance of 2557.0 feet to the South right-of-way line of U.S. Highway #20; thence along the South right-of-way line North 89°47' East a distance of 5251 feet to a point on the West Section line on Section 13, Township 32 North, Range 64 West of the 6th P.M.; thence continuing North 89°47' East a distance of 390 feet to a point, being the point of beginning; thence continuing North 89°47' East a distance of 1180 feet to the beginning of a 30 minute curve to the left, the radius of which is 11,459.3 feet; thence along said curve through a central angle of 2°21' for a distance of 470 feet; (the curve has a tangent distance of 1,093.3 feet, a delta angle of 10°54' and a length of 2,180 feet); thence S 00°00'40"W a distance of 1241' feet to a point; thence S 89°57'20" W a distance of 1640' feet to a point; thence N 00°00'40"E a distance of 1211' feet to the point of beginning and that is on the South right-of-way line of U.S. Highway #20;

WHEREAS, Declarants intend to develop said described properties for residential purposes, to be known as "Vista Buttes Subdivision".

NOW, THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions.

Section 1: Purpose.

The purpose of these restrictive covenants is to insure the use of the property for residential and limited livestock purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the area, and thereby to secure to each lot owner the full benefit and enjoyment of his/her home, with no greater restriction on the free and undisturbed use of the his/her lot than is necessary to insure the same advantages to the other lots owners.

Section 2: Single Family Residence Restriction.

No building whatever, except a private single family dwelling house, with the necessary outbuildings, including a private garage, and a livestock barn shall be erected, placed, or permitted on the described premises or any part thereof, and such dwelling house permitted on the conveyed premises shall be used as a private residence only.

Section 3: Construction and Limitation on Construction.

All buildings, constructed on any lot in the above described properties shall be constructed in a good and workmanlike manner and kept in proper repair. Houses will be sided with no less than wood, vinyl or steel siding. All other buildings will be sided with no less than colored tin. No corrugated tin or wood will be used on the exterior walls of out buildings. The construction of all buildings and

structures must be completed within 1.5 years of commencement of such construction and all excess materials and construction debris shall be promptly removed.

Section 4 Fencing.

Perimeter fence will be constructed with field fence or better and will be constructed within Ninety (90) days after the closing on the lot. No new perimeter fence will be constructed with smooth or barbed wire. All fencing will contain all animals and or livestock owned by the lot owner.

Section 5: New Construction.

All buildings and structures erected or constructed upon any of the lots in the above described properties shall be of new construction. No old buildings shall be moved on to any lot.

Section 6: Character of Dwelling.

No basement, tent, shack, garage, barn, or other outbuilding erected on any lot in the above described properties shall at any time be used as a residence, temporarily or permanently, and all residences shall be finished prior to occupancy.

Section 7: Harmonious Design - Minimum Area.

No building shall be erected on any lot unless the design and location is in harmony with existing structures in the tract covered by this declaration. No dwelling shall be permitted on any lot on the premises herein described having a foundation square foot area of less than 800 square feet on the main floor, exclusive of basements, patios, porches, garages, and similar structures. For purpose of this Section, the term main floor shall include that portion or portions of the residence which rest directly upon the structural foundation.

Section 8: Individual Water and Sewer Systems and Roadways.

No individual water supply system or sewage system shall be permitted on any lot unless such system is permitted, designed, located, and constructed, in accordance with the state and local law. Roadways shall remain private and shall be 60' in width as set forth on the survey plat. At this time, there is "No Proposed Public Sewage Disposal System", "No Proposed Domestic Water System" and "No Public Maintenance of Streets or Roads."

Section 9: Garbage and Rubbish.

No lot shall be used or maintained as a dumping ground for rubbish. Nor shall any trash, garbage, or other waste be allowed to accumulate except in sanitary containers.

Section 10: Noxious or Offensive Activities.

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No motorcycle racing or recreational use of motorcycles will be allowed on the property

Section 10: Enforcement.

The owner of any lot in the above described properties shall have the right to enforce, by any proceeding at law or in equity, all restrictions, and conditions imposed by the provisions of this declaration. The failure of any owner to enforce

any restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

Section 11: Severability.

The invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 12: Duration.

The covenants and restrictions of the declaration shall run with and bind the land, the Declarant, and all persons claiming under Declarant for a term of Fifteen (15) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 13: Livestock and Animals.


The owner of any lot may pasture no more than two (2) head of livestock per acre. If proper containment is provided, the number of livestock may exceed the above limit; provided however, no overgrazing of the acreage or feedlots will be allowed. The owner of the property will be responsible for dust control, odor control and related problems associated with the keeping of livestock and animals. Pastures will be harrowed to control manure build-up, or it will be removed completely. All barns and pens will be cleaned completely as may be necessary. Manure piled for removal will not exceed ten (10) yards. If used properly, manure may be used for fertilizer. All dead livestock and other animals will be disposed of in an appropriate fashion. Proper shelter shall be provided and legal fences shall provide division between the residential area and the livestock area. Domestic animals are allowed, provided the owner keeps them in proper confinement.

Section 14: Arenas and other uses.


The owner of any lot may construct an arena or use his property for other purposes, provided proper control of dust, weeds and other nuisances is exercised and the use is not prohibited within these covenants.

IN WITNESS WHEREOF, the undersigned, as the Declarants, have hereunto set their hands this 8th day of January 1998.

Declarant:


Steven B. Coon

Declarant:

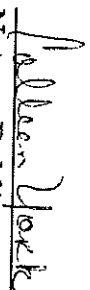

Karen S. Coon

STATE OF WYOMING }
 } ss.
COUNTY OF Niobrara }

The foregoing Declaration of Restrictive Covenants and Conditions was acknowledged before me by Steven B. Coon and Karen S. Coon, this 8th day of January, 1998.

WITNESS my hand and official seal.




Notary Public

CERTIFICATE OF DEDICATION OF "VISTA BUTTES" SUBDIVISION"

A Subdivision in Township 32 North, Range 64 West of the 6th P.M., Section 13: N-34, Niobrara County, State of Wyoming.

The following described lands located in Niobrara County, State of Wyoming:

Beginning at a marked stone which is the Southwest corner of Section 14, Township 32 North, Range 64 West of the 6th P.M., thence North 00°00'E a distance of 2557.0 feet to the South right-of-way line of U.S. Highway #20, thence along the South right-of-way line North 89°47' East a distance of 5251 feet to a point on the West Section line on Section 13, Township 32 North, Range 64 West of the 6th P.M.; thence continuing North 89°47' East a distance of 390 feet to a point, being the point of beginning; thence continuing North 89°47' East a distance of 1180 feet to the beginning of a 30 minute curve to the left, the radius of which is 11,459.3 feet; thence along said curve through a central angle of 2°21' for a distance of 470 feet; (the curve has a tangent distance of 1,093.3 feet, a delta angle of 10°54' and a length of 2,180 feet); thence S 00°00'40"W a distance of 1241 feet to a point; thence S 89°57'20" W a distance of 1640 feet to a point; thence N 00°00'40"E a distance of 1211 feet to the point of beginning and that is on the South right-of-way line of U.S. Highway #20;

Subject to all easements and right-of-ways of record.

The tracts shall be described as designated, and there shall be a common roadway easement, that will also serve as a utility corridor, described as follows:

Beginning at a marked stone which is the Southwest corner of Section 14, Township 32 North, Range 64 West of the 6th P.M.; thence North 00°00'E a distance of 2557.0 feet to the South right-of-way line of U.S. Highway #20; thence along the South right-of-way line North 89°47' East a distance of 5251 feet to a point on the West Section line on Section 13, Township 32 North, Range 64 West of the 6th P.M.; thence continuing North 89°47' East a distance of 1540 feet to a point on the south right-of-way of US Highway 20, being the point of beginning; thence 30' on either side of the following described center line; South 00°00'40" East a distance of 583'; thence South 89°47' West a distance of 509'; thence North 00°00'40" East a distance of 584 feet to a point on the south right-of-way of US Highway 20.

The tract as it appears on this plat is in accordance with the desires of the undersigned owners. The said subdivision shall be known as VISTA BUTTES SUBDIVISION.

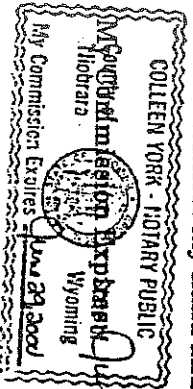
DATED this 7th day of January, 1998.

Steven B. Coon
Karen S. Coon

STATE OF WYOMING
COUNTY OF NIobrara

On this 7th day of January, 1998, personally appeared before me Steven B. Coon and Karen S. Coon, to me known to be the persons described in and who executed the foregoing Certificate of Dedication and acknowledged they executed the same as their free act and deed.

Witness my hand and official seal.



Colleen York
Notary Public

RECORDED
INDEXED
ABSTRACT

STATE OF WYOMING
COUNTY OF NIobrara

This instrument filed for record at 8:45 o'clock A.M., on 9th day of January, A.D. 1998, and duly recorded in Book Cabineton page A93+A94

Deanne R. Stearns
County Clerk and Ex-Officio Registrar of Deeds

STATE OF WYOMING
COUNTY OF NIobrara

This instrument filed for record at 8:45 o'clock A.M., on 9th day of January, A.D. 1998, and duly recorded in Book 393 on page 1464

Deanne R. Stearns
County Clerk and Ex-Officio Registrar of Deeds

CERTIFICATE OF SURVEYOR

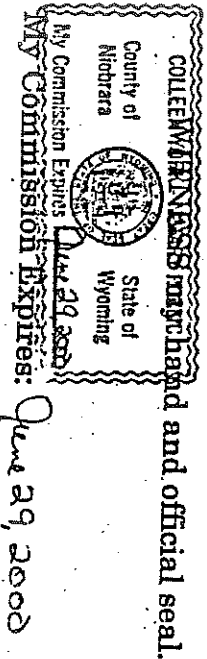
STATE OF WYOMING }
COUNTY OF Niobrara } ss.

I, Paul P. Percival, of Lusk, Niobrara County, Wyoming, hereby certify that this plat was prepared by me or others under my direction and supervision from surveys together with records on file in the Office of the County Clerk of Niobrara County, Wyoming, and that such plat correctly represents said surveys and the foregoing "VISTA BUTTES SUBDIVISION", located in Niobrara County, Wyoming; all perimeter corners and all lots have been well and accurately marked by pins and capped, all dimensions are expressed in feet and decimals thereof and courses refer to the true meridian; all being true and correct to the best of my knowledge and belief.


Wyoming P.E. & L.S. 115


Paul P. Percival

Subscribed and sworn to me before me by Paul P. Percival, this 5th day of December, 1997.



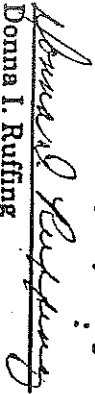
My Commission Expires: June 29, 2000


Notary Public

CERTIFICATE OF APPROVAL

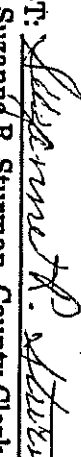
Pursuant to Sections 34-12-102 and 34-12-103, Wyoming Statutes, 1977, as Amended. The Vista Buttes Subdivision was approved at the regular meeting of the Board of County Commissioners on the 2nd day of September, 1997. Plat approval does not constitute acceptance of the streets and, or, roadways as county roads, designation of county roads is only accomplished by compliance with provisions of Section 24-3-101, Wyoming Statutes, 1977, as Amended.

Board of County Commissioners,
Niobrara County, Wyoming


Donna I. Ruffing


Richard L. James

Thomas A. Hamilton

ATTEST: 
Suzanne R. Sturman, County Clerk



Approved by Town of Lusk, Wyoming, September 2, 1997.


Don Wilson, Mayor


Town Clerk

AFFIRMATION OF PLAT

THE UNDERSIGNED as President and CEO of the Lusk State Bank and recognizing that the Lusk State Bank has a mortgage on a certain parcel of land, and that said Mortgage is recorded in Book 388, Page 350 of the records of the Niobrara County Clerk and Ex Officio Register of Deeds in Lusk, Niobrara County, Wyoming does affirm that Plat of the parcel, a copy of which is marked Exhibit "A", attached hereto and by this reference incorporated herein, as surveyed by Paul P. Percival, Wyoming P.E. & L.S. 115. The Lusk State Bank does further agree that they will release tracts of land, as described on the Plat, from the mortgaged parcel as they are sold reasonably and the proceeds are applied to the mortgage.

Dated this 31 day of December, 1997.

Lusk State Bank:

Jay E. Hammond
By: Jay E. Hammond, President and CEO

STATE OF WYOMING }
 } ss.
COUNTY OF Niobrara }

The foregoing Affirmation of Plat was acknowledged before me this 31st day of December, 1997, by Jay E. Hammond, President and CEO of the Lusk State Bank, the authorized person, on behalf of the Lusk State Bank.

WITNESSE
~~THE~~ ~~SEAL~~ ~~OF~~ ~~A~~ ~~NOTARY~~ ~~PUBLIC~~ ~~IN~~ ~~AND~~ ~~OFFICIAL~~ ~~SEAL~~



My Commission Expires: 7/28/01

Dolores J. Parity
Notary Public