

**CORRECTIVE AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
KRIJENSA ESTATES**

THIS CORRECTIVE AND RESTATED DECLARATION, is made by and among Steven W. Stutzman and Nancy Stutzman, husband and wife, hereinafter referred to as "Declarants," Todd K. Johnson and Irene T. Johnson, husband and wife, and American National Bank as Custodian for the Nancy Stutzman Individual Retirement Account. This Corrective and Restated Declaration shall run with and burden and benefit the following described real property located in Albany County, Wyoming:

Tracts 3A, 3B, 3C, 3D as shown on survey map of a portion of Krijensa Estates, which is attached and incorporated herein as Exhibit A; and

Tract 4B, as shown on the survey map of a portion of Krijensa Estates, which map was attached and incorporated into that certain Warranty Deed, dated July 1, 2004, and recorded on July 2, 2004 as Document No. 2004-4759 in the office of the Albany County Clerk, Albany County, Wyoming.

All of the above-described Tracts, including improvements, may hereinafter be referred to as a "Tract" or "Tracts" and the owner or owners, their successors and assigns, of any Tracts may hereinafter be referred to as "Tract Owner" or Tract Owners."

All of the Tracts are located within the boundaries of Krijensa Estates, as shown on Survey of Krijensa Estates, dated August 5, 2003, and recorded on September 19, 2003 as Document No. 2003-8300 in the office of the Albany County Clerk, Albany County, Wyoming, herein after referred to as "Krijensa Estates." All owners, including Tract Owners, their successors and assigns, of any real property located within the boundaries of such Krijensa Estates, may hereinafter be referred to as "Krijensa Owners" or "Owners."

THEREFORE, the undersigned do hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, reservations, limitations, uses, locations, and obligations shall be deemed to run with the land and shall burden and benefit the Tracts and any Tract Owners, their successors and assigns, acquiring or owning an interest in a Tract or Tracts. This Declaration shall not be deemed to run with any other real property and shall not burden or benefit any other real property, wherever located, other than the Tracts described above.

**ARTICLE I**

**CORRECTION**

This Corrective Declaration of Covenants, Conditions and Restrictions for Krijensa Estates corrects and replaces in its entirety that certain Declaration of Covenants, conditions and Restrictions for Krijensa Estates which was attached as Exhibit A to that certain Warranty Deed, dated July 1, 2004, and recorded July 2, 2004, as Document No. 2004-4759.

**ARTICLE II  
COVENANTS**

1. **Purpose, Uses.** It is the purpose and intent of this Declaration to protect and enhance the value and attractiveness of and to promote the harmonious use of the Tracts for light agricultural, recreational and low-density residential purpose. Only one (1) single family dwelling is permitted on a Tract. Mining, business enterprises, commercial, industrial, church, school, or governmental use is specifically prohibited except that small professional home-based businesses may be deemed acceptable so long as they don't create additional traffic on any of the roads and are approved by the Architectural Control Committee of the Krijensa Estates Association. The Architectural Control

Committee, hereinafter referred to as the "Committee," must approve all commercial use or uses of a Tract.

2. **Preservation of Lands and Scenery.** Re-vegetation of disturbed areas is required and no clear-cutting of vegetation is allowed except for house sites, access to sites, and utility easements. No refuse pile, trash, or unsightly accumulations or objects shall be allowed to be placed or to remain anywhere on a Tract, as determined by the Committee. Unused automobiles, trucks, machinery, equipment, and building materials will not be permitted to be stored on the premises at any time unless such items are placed totally out of view in an approved structure. A private vehicle, used consistently does not need to be stored in a garage. Vehicles, including all-terrain and snow machines, are to be operated on roads and trails designated for vehicular use.

In the event that a Tract Owner fails or refuses to keep its Tract or Tracts in acceptable condition under this paragraph 2 and paragraph 9, then the Committee or the Krijensa Estates Association, hereinafter referred to as the "Association," may enter upon such lands and remove the refuse, objects, or vehicles at the expense of the Tract Owner and such entry shall not be deemed a trespass. In the event of such entry, Tract Owner will be assessed for the costs of restoring the condition of the Tract and such amount shall be due and payable within thirty (30) days after the date notice of the assessment is sent or personally delivered to the Tract Owner at address on record with the Association.

3. **No Further Subdivision.** No Tract shall be further divided to create additional lot(s) or tract(s).

4. **Architectural Control Committee of Krijensa Estates.** The Tracts shall be subject to the authority of the Committee and Association as provided in this Declaration. Except as otherwise reserved to the Association or the Declarants, interpretation of these Covenants shall be made by majority vote of the Association.

A. **Initial Membership.** So long as either or both Declarants, or Individual Retirement Account or Accounts for the benefit of either of them owns any real property located within Krijensa Estates, and either, or both of them, are able and willing to serve, the Committee shall consist of the following individuals:

Steven W. Stutzman and/or Nancy Stutzman,

Address: 75 Evets Lane  
Laramie, WY 82070

B. **Successors.** If the Declarants or Individual Retirement Accounts for the benefit of either of the Declarants no longer own real property within Krijensa Estates or both Declarants are unable or unwilling to serve as the Committee, the Committee shall then consist of three of the Owners of Krijensa Estates, who are elected by the members of the Krijensa Estates Association.

C. **No Compensation.** The Committee shall not be entitled to any compensation for services performed pursuant to this paragraph 4.

D. **Decision of the Committee; Variances.** All requests for a decision of the Committee shall be submitted to the Committee in writing and the Committee's approval or disapproval as required generally or specifically pursuant to these Covenants shall be in writing. Any and all decisions of the Committee shall be by unanimous consent of the Committee and shall be binding upon the Association.

The Committee will have the authority to grant variances to this Declaration so long as the general purpose of preserving the lands and scenery is met. Any requests for a variance to these covenants must receive a written response from the Committee in order the variance to be granted. If the Committee has not given a written response to a request for a variance within thirty (30) days of receipt of all required documents, as determined by the Committee, such failure to timely respond will be deemed to be a denial of such variance.

5. **Approval of Plans and Improvements.** For the purpose of further insuring the development of the Tracts as areas of high standards, the Committee reserves the power to control the buildings, structures, fences and other improvements placed thereon, as well as to grant such variances to this Declaration as it shall deem necessary and proper, as described in paragraph 4D above. The Committee shall give approval or disapproval within thirty (30) days after receiving a written request for approval, which request shall include all of the documents reasonably requested by the Committee, showing the architectural drawings, site or other plans that comply with these Covenants. If the Committee has not given a written response to a request for approval of any plans or improvements which the Owner reasonably believes complies with these Covenants within thirty (30) days of receipt of all documents required by the Committee, such failure to timely respond will be deemed to be an approval of such plans and improvements.

6. **Building Type, Size, Use and Location.** No structure shall be erected, placed or altered on a Tract until the complete construction plans and specifications and a plan showing the location of the structure on the site have been submitted and approved by the Committee.

Regardless of any other provision of this Declaration, all construction and alterations shall comply with the provisions of the following standard codes or their official amendments:

Uniform Building Code, current edition, International Conference of Building Officials;

National Plumbing Code, current edition;

National Electrical Code, current edition;

National Fire Protective Association, International;

And with such State of Wyoming and Albany County building and safety codes as may be applicable.

All buildings, improvements and fences will be located on a building site of no more than a seven (7) contiguous acre area within a Tract, which area must be approved by the Committee prior to any improvements being constructed. All other area outside of the seven (7) acre building site will be kept unimproved using only natural/indigenous vegetation. For a Tract tracts less than ten (10) acres, all buildings, improvements and fences will be located on a building site of no more than a three (3) contiguous acre area There will be only one (1) residential dwelling per Tract. Such dwelling will be for single family occupancy, will not exceed two full stories above grade, and will have a minimum of one thousand eight hundred (1,800) square feet of finished living space on the first level above grade with total minimum square footage of any home at 2500 square feet of living area. All dwellings must be of new construction. All exterior surfaces are to be earth tone colors and of natural materials, specifically wood or stone. Plywood will not be acceptable as an exterior siding. No temporary or moveable structures may at any time be used as a residence, including, but not limited to, travel trailers or recreational vehicles. No mobile homes, factory built, or modular homes are permitted.

Any building or structure being constructed must be completed within one (1) year after such construction is commenced.

Only accessory buildings and structures which are incidental to the residential or permitted commercial uses, including, but not limited to, garages, private workshops, barns, or corrals may be constructed. Maximum square footage of a garage, barn or storage building will be a combined 4,000 square feet and the same architectural requirements stated above must be followed. No more than two (2) accessory buildings will be allowed. The Committee must approve materials used for construction.

No permitted dwelling or accessory building or structure will be located closer than one hundred (100) feet from any boundary line of any Tract or located so as to interfere with any right of way easement.

7. **Water System.** Each structure designed for occupancy or use by humans must be connected to a private well provided by the Tract Owner. The water supply system shall be the responsibility of the Tract Owner and shall conform to standards of the Wyoming State Public Health Department and the

Wyoming Department of Environmental Quality, or applicable entity, and be permitted by the State Engineers Office, or applicable entity.

8. **Utilities.** All utilities and service lines shall be underground.

9. **Waste Disposal.**

A. A wastewater treatment system must be installed by the Tract Owner and must be permitted by the appropriate governmental agency.

B. All Tract Owners must dispose of solid waste properly and legally. All trash, garbage and other waste shall be kept within the buildings and no part of the Tract shall be used as a dumping ground or for the accumulation of litter, trash, junk or garbage, except that small areas for composting shall be allowed. No hazardous or toxic waste may be disposed of on any Tract.

10. **Fences.** Corrals for animals may be constructed within the seven (7) acre or three (3) acre building site, as described in paragraph 6 above. A boundary fence around the applicable building site is allowed; however no boundary fences are allowed outside of the building site. No fence shall be constructed to interfere with access easements. New or like new material must be used in fence and cattle guard construction and the materials used must be approved by the Committee. No railroad ties shall be used in the construction of fences and no barbed wire shall be used in any fences except those currently existing.

11. **Roads.** Roads are defined as any roads or easements which have been constructed and which service more than one lot or tract within the whole of Krijensa Estates. Any roadway which services only one lot or tract within Krijensa Estates is considered a driveway, not a road, and is not subject to the road maintenance provisions of paragraph 12 below. Roads within Krijensa Estates are private road easements for the use of the Owners of Krijensa Estates, their guests and invitees. Albany County, State of Wyoming, and any other governmental or quasi-governmental entity having jurisdiction over Krijensa Estates shall have access and right of ingress and egress over and across all constructed roads or easements within Krijensa Estates for purposes of providing governmental services.

12. **Road Maintenance and other Costs.** The Tract Owners will be subject to a prorata share of all regular and special assessments for enforcement costs, fees or expenses or any estimated or actual costs for any road-related maintenance, including, but not limited to, road re-construction, snow removal, grading, upkeep, repair, road improvements, and maintenance of Evets Lane from Pope Springs Road to Krijensa Estates. All Tract Owners will also be subject to a prorata share of any estimated or direct costs for road-related maintenance, including, but not limited to, road re-construction, snow removal, grading, upkeep, repair, road improvements, and maintenance of all roads or easements, now existing or to be constructed, within Krijensa Estates, regardless of whether or not such Tract or Tract Owner has been granted any easement across such road or roads. Such assessments shall be determined by the Association, described in paragraph 13 below.

Except as applied to Declarants as described in this paragraph below, the prorata share of road-related maintenance or other costs attributed to each Owner within Krijensa Estates will be determined by the dividing the estimated or actual costs, as determined by the Association, by the total number of tracts or lots. Notwithstanding anything to the contrary, so long as Declarants and/or any Individual Retirement Account or Accounts established for the benefit of either of the Declarants combined own one or more tracts within Krijensa Estates, only those tracts on which residential improvements have been made will be counted in the total number of tracts for purposes of determining any prorata shares of costs pursuant to this Declaration.

13. **Krijensa Estates Association; No Waiver of Rights; Declarants Authority** The Krijensa Estates Association is an unincorporated Association pursuant to Wyoming Statutes " 17-22-101 through 17-22-115, hereinafter referred to as the "Association."

The Association may enter into agreements with real property owners outside the boundaries of Krijensa Estates for the sharing of road-related maintenance costs for the portion of Evets Lane outside of the boundaries of Krijensa Estates and/or for Pope Springs Road.

A Tract Owner is required to pay its assessment to the Association within twenty (20) days of the date notice of such assessment is personally delivered to the Tract Owner or is mailed by certified mail, return receipt requested to the address of record with the Association for the Tract Owner. Funds held by the Association will be used for payment of enforcement costs, fees or expenses, actual costs for any road-related maintenance described in paragraph 12 above, or any other costs needed to effectuate the terms of this Declaration. Tract Owners will be assessed on an as-needed basis, as determined by the Association. All work performed under this paragraph shall be at the discretion of and contracted by the Association.

If a Tract Owner fails to pay an assessment within twenty (20) days of the date personally delivered to the Tract Owner or mailed by certified mail, return receipt requested to the address of record with the Association, the Association will be entitled to file a lien against all Tracts owned by such Tract Owner, with proper notice given as provided under Wyoming law and the Tract Owner will be responsible for all costs of collection, including all reasonable attorney fees, all of which shall be included in the lien against such Tract or Tracts.

Declarants or either of them will make all decisions for the Association so long as either of them, or an Individual Retirement Account or Accounts for the benefit of either of the Declarants owns any real property within Krijensa Estates or until both of them relinquish such decision-making power. Thereafter, the Association, by majority vote of the owners, as provided below, will determine the amount of any assessment or other action by the Association. No member of the Association will receive any compensation for serving in any capacity for the Association.

If any tract within Krijensa Estates is further subdivided into lots, as may be allowed, each owner of any tract within Krijensa Estates, regardless of the size of the tract, will be a member of the Association and entitled to one vote after both Declarants are no longer able or willing to exercise their decision-making authority within the Association. However, joint owners of multiple lots or tracts within Krijensa Estates will be entitled to only one vote. Declarants will have one vote and each separate Individual Retirement Account for the benefit of either Declarant or other Owner is considered a separate entity for the purposes of voting and will each have one vote. If spouses own property within Krijensa Estates separately, the spouses together will have one vote.

All decisions will be by majority vote, unless otherwise provided. Any Owner who has not paid an assessment within the time allowed in this Declaration will not be entitled to vote and such vote will not be included in the total number of votes when determining a majority vote of the Association; nevertheless, such Tract or Tracts and Tract Owner or Owners will be responsible for its prorata share of costs pursuant to this Declaration.

If the Committee or Association fails to enforce any provision herein contained, such shall in no event be deemed a waiver of the right to do so thereafter.

For any provision pursuant to this Declaration, any voluntary relinquishment of a Declarant's decision-making or other authority shall be in writing and signed by such Declarant. When neither of the Declarants, nor any Individual Retirement Account or Accounts established for the benefit of either of the Declarants, owns any interest in real property within Krijensa Estates, neither Declarant, personally, shall have continuing decision-making or other rights in the Committee or Association pursuant to this Declaration and will have no vote in the Association.

**12. Prohibitions.** Nothing shall be done or kept on a Tract, which would result in the cancellation or increase the rate of insurance of any Owner within Krijensa Estate. No operation or activity shall be permitted on a Tract, which violates any applicable statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental entity.

13. **Nuisances.** No noxious or offensive activities shall be permitted on a Tract, nor shall anything be done, which may become an annoyance or nuisance to other owners of Krijensa Estates. Fireworks or any other high noise level activity shall not be permitted.

14. **Signs; Lights.** No sign of any kind shall be displayed to the public view on any Tract except one sign of not more than five square feet advertising each Tract for sale or rent or signs used by a builder to advertise a Tract during construction. Declarants, or either of them, or the Association will be allowed to erect a sign at the entrance to Krijensa Estates with the name KRIJENSA ESTATES, the cost of which will be included in any assessments to the Tract Owners.

Light pollution will be minimized and all outdoor lights must be directed toward the ground.

15. **Trailers, Recreational Vehicles and All Terrain Vehicles.** Trailers, recreational vehicles, and all terrain vehicles are to remain out of public view if kept on a Tract. All vehicles, including, but not limited to, all terrain vehicles, motorcycles, and bicycles must be used in a safe fashion and riders will preserve the beauty and current condition of the Tracts and Krijensa Estates. No Tract Owner will have more than (2) travel trailers or recreational vehicles on a Tract.

16. **Invitees or Lessees.** Invitees or lessees of a Tract Owner will be expected to uphold this Declaration and it will be the responsibility of all Tract Owners to inform their invitees or lessees of the rules and regulations and enforce the rules and regulations outlined by this Declaration. The use of a motor home by guests of a Tract Owner shall be restricted to a period not exceeding thirty (30) days.

17. **Animals.** No cattle, pigs, sheep, goats, fowl, or other animals may be kept on a Tract, except household pets, horses, and no more than four (4) 4-H or FFA project animals of household members only. Household pets are limited to (2) dogs and (2) cats. Up to two (2) horses may be maintained on any Tract. All animals shall be maintained on a Tract in a sanitary and well cared for condition, and will not be permitted to be bred, or kept for commercial purposes. No animal will be allowed at any time to run free, roam at large, or leave the confines of a Tract.

18. **Speed.** Tract Owners, their lessees and invitees are to obey all posted speed limits on Pope Springs Road, Evets Lane and any other roads or easements constructed within Krijensa Estates, as defined in paragraph 11 above.

19. **Variance to Covenants.** Except as otherwise granted to the Committee, the Declarants, or either of them, and thereafter the Association when both Declarants are no longer able or willing to exercise their decision-making authority shall have full authority to grant a variance from this Declaration for good cause shown in order to prevent undue hardship to the Tract Owner. Any variance, if granted, must not violate the overall theme and appearance of the area.

20. **Enforcement.** Either Declarant, the Committee, the Association or any Owner within Krijensa Estates will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of this Declaration against a Tract as provided in this paragraph. Failure to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. In the event any covenant or covenants within this Declaration allows specific rights of enforcement for either Declarant, the Committee, or the Association, and they all fail to enforce the covenants within one-hundred twenty (120) days of being given notice of a violation, such covenant or covenants are enforceable by any Owner or Owners within Krijensa Estates and, if such Owner or Owners prevail in having the violation corrected, with or without suit, the Association shall reimburse such Owner or Owners for any costs incurred in such enforcement, including reasonable attorney fees, which will become an assessment of costs to the Tract Owners.

21. **Severability.** Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

22. **Revocation.** This Declaration may not be completely revoked except at the end of a term unless all of the Owners of Krijensa Estates and all of the Mortgagees of the Tracts unanimously consent and agree to such revocation by instrument(s) duly recorded.

23. **Binding Effects.** The covenants and restrictions of this Declaration shall run with and bind the Tracts for twenty (20) years from date of execution of this Declaration and shall be automatically renewed each succeeding year unless eighty percent (80%) of the Owners vote to revoke this Declaration at the end of the then applicable term.

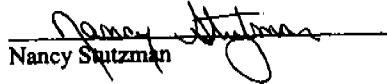
24. **Amendment.** An eighty percent (80%) vote of the Owners of Krijensa Estates is required to amend this Declaration, and any such amendment shall also require the Declarants' written consent so long as either Declarant, or an Individual Retirement Account or Accounts established for the benefit of either of the Declarants own any real property within Krijensa Estates.

25. **Headings.** Headings used herein are for convenience of reference only and shall in no way define, limit, or prescribe the scope or intent of the provisions under this Declaration.

26. **Attorney Fees.** The prevailing party in any action, with or without suit, taken to enforce any provision of this Declaration shall be entitled to its costs and reasonable attorney fees.

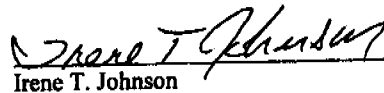
Dated this 11<sup>th</sup> day of July, 2007.

  
Steven W. Stutzman

  
Nancy Stutzman

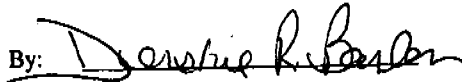
Dated this 11<sup>th</sup> day of July, 2007.

  
Todd K. Johnson

  
Irene T. Johnson

Dated this 11 day of July, 2007.

American National Bank as Custodian for  
the Nancy Stutzman Individual Retirement  
Account

By:   
Title: VP Trust Officer

STATE OF WYOMING    )  
                                  )  
                                  )    ss:  
COUNTY OF ALBANY    )

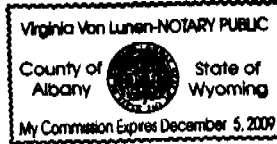
The foregoing Corrective and Restated Declaration of Covenants, Conditions and Restrictions was acknowledged before me by Steven W. Stutzman and Nancy Stutzman, husband

and wife, this 11<sup>th</sup> day of July, 2007.

Witness my Hand and Official Seal.

Virginia Von Lunen  
Notary Public

My Commission expires: 12-5-2009



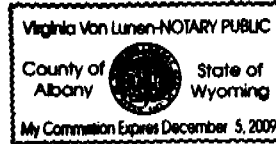
STATE OF WYOMING     )  
  )     ss:  
COUNTY OF ALBANY     )

The foregoing Corrective and Restated Declaration of Covenants, Conditions and Restrictions was acknowledged before me by Todd K. Johnson and Irene T. Johnson, husband and wife, this 11<sup>th</sup> day of July, 2007.

Witness my Hand and Official Seal.

Virginia Von Lunen  
Notary Public

My Commission expires:



STATE OF WYOMING     )  
  )     ss:  
COUNTY OF Albany     )

The foregoing Corrective and Restated Declaration of Covenants, Conditions and Restrictions was acknowledged before me by Dershi R. Barber on behalf of American National Bank as Custodian for the Nancy Stutzman Individual Retirement Account this 11<sup>th</sup> day of July, 2007.

Witness my Hand and Official Seal.

Virginia Von Lunen  
Notary Public

My Commission expires: 12-5-2009

