

BOOK 509 PAGE 0815  
STATE OF WYOMING  
COUNTRY OF ALBANY # 945044  
THIS INSTRUMENT FILED FOR  
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97 JUL 15 PM 4:20

AND IS RECORDED IN THE  
MONOLITH RECORDS  
JACQUE R. CONNELLES  
COUNTY CLERK

## DECLARATION OF WHITE TRACTS

HOWARD L. WHITE and JOSLYN R. WHITE, husband and wife, "Declarants", hereby certify that they are the owners in fee simple of that real property, described as follows:

All of Section 27, Township 15 North, Range 73 West of the 6th P.M., Albany County, Wyoming, EXCEPTING THEREFROM those portions more particularly described as follows: (1) Any portion of the land within the 400 foot right of way granted to the Union Pacific Railroad by an Act of Congress approved July 1, 1862, as amended July 2, 1864, such rights, titles and interests therein as were not actually conveyed to the patentee by the Patent recorded August 13, 1901 in Book Q of Deeds at page 418 of the Records of Albany County, Wyoming; (2) That portion conveyed to Union Pacific Railroad Company by Warranty Deed recorded July 23, 1900 in Book S of Warranty Deeds at page 93 of the Records of Albany County, Wyoming; and (3) That portion conveyed to Deanna Despain and William Despain by Quit Claim Deed recorded February 28, 1969 in Book 180 of Photos at page 468 and by Quit Claim Deed recorded March 25, 1969 in Book 181 of Photos at page 421 of the Records of Albany County, Wyoming;

Together with: (1) that certain EASEMENT AGREEMENT recorded October 27, 1987 in Book 379 of MF at Page 563 in the Office of the County Clerk of Albany County, Wyoming, as modified by that certain ADDENDUM TO EASEMENT AGREEMENT recorded April 20, 1990 in Book 403 of MF at Page 868 in the Office of the County Clerk of Albany County, Wyoming (hereinafter referred to as the "Monolith Easement"); and (2) that certain GRANTS OF EASEMENTS recorded June 6, 1988 in Book 385 of MF at Page 150 in the Office of the County Clerk of Albany County, Wyoming (hereinafter referred to as the "Lilley/Wright/Lorenzi Easement"); the benefits of both of which easements were automatically extended to all of the aforesaid lands by their express terms, as memorialized by that certain NOTICE OF AUTOMATIC EXTENSION OF BENEFIT OF EASEMENTS recorded October 22, 1996 in Book 498 of MF at Page 0629 in the Office of the County Clerk of Albany County, Wyoming.

### I. DIVISION OF LANDS INTO TRACTS

Declarants hereby divide the aforesaid lands into 16 tracts, as more particularly described and shown

upon that certain Survey Map, titled *WHITE TRACTS*, prepared by COFFEY & ASSOCIATES, L.L.C. as Job No. 96233, dated June 2, 1997, and recorded concurrently with this DECLARATION in the Office of the County Clerk of Albany County, Wyoming (hereinafter referred to as the "Survey Drawing"). The aforesaid lands shall hereafter be known as and may be referred to as the *WHITE TRACTS*, and each Tract therein may be legally described and referred to for all purposes, as follows:

Tract \_\_\_\_\_ in the *WHITE TRACTS* as more fully described in that certain DECLARATION OF WHITE TRACTS recorded on \_\_\_\_\_, 1997 in Book \_\_\_\_\_ of MF at Page \_\_\_\_\_ and in that certain Survey Map recorded on \_\_\_\_\_, 1997 in Book \_\_\_\_\_ of MF at Page \_\_\_\_\_, in the Office of the County Clerk of Albany County, Wyoming.

Every such description shall be adequate and sufficient to convey, encumber, transfer or otherwise affect each such Tract within the *WHITE TRACTS*.

## II. DESCRIPTION AND RESERVATION OF EASEMENTS

Declarants hereby reserve for the benefit and use of all owners of Tracts within the *WHITE TRACTS*, their respective assigns, devisees, heirs, personal representatives, and successors, their respective guests, invitees, servants, and tenants, and for all fire protection and law enforcement agencies and private or public utilities providing services to all or any part of the *WHITE TRACTS*, for ingress and egress to and from US Highway 287 and for the construction, maintenance, repair, and replacement of utilities, an easement for a road and utilities as more particularly described and shown upon the Survey Drawing and as more particularly described as follows:

An easement across Section 27, Township 15 North, Range 73 West of the 6th P.M., Albany County, Wyoming, more particularly described as follows: Beginning at a point on the South line of Section 27, Township 15 North, Range 73 West which bears South 89°14'06" East, 211.84 feet from the Southwest corner of Section 27 [and which point of beginning is the point where the Westerly line of that certain easement described in Paragraph 1 of that GRANTS OF EASEMENT recorded June 6, 1988 in Book 385 of MF at Page 150 in the Office of the County Clerk of Albany County, Wyoming intersects the section line common to Sections 34 and 27, Township 15 North, Range 73 West of the 6th P.M., Albany County, Wyoming], and from the POINT OF BEGINNING proceeding thence South 89°14'06" East, 1561.42 feet, along the South line of the Southwest ¼ Section 27; thence North 37°46'38" East, 858.59 feet; thence 352.42 feet, around a circular curve to the right with a radius of 380.00 feet, the chord of which bears North 64°20'45" East, 339.92 feet; thence South 89°05'09" East, 1359.69 feet; thence North 00°08'26" East, 60.00 feet; thence North 89°05'09" West, 793.26 feet; thence 177.00 feet, around a non-tangent curve to the left with a radius of 250.00 feet, the chord of which bears North 20°25'24" East, 173.33 feet; thence North 00°08'26" East, 2719.05 feet; thence 389.28 feet, around

a circular curve to the left with a radius of 250.00 feet, the chord of which bears North 44°28'04" West, 351.13 feet; thence North 89°04'34" West, 1979.81 feet; thence South 00°55'26" West, 60.00 feet; thence South 89°04'34" East, 1979.81 feet; thence 295.85 feet, around a circular curve to the right with a radius of 190.00 feet, the chord of which bears South 44°28'04" East, 266.86 feet; thence South 00°08'26" West, 2719.05 feet; thence 192.79 feet, around a circular curve to the right with a radius of 190.00 feet, the chord of which bears South 29°12'32" West, 184.62 feet; thence North 89°05'09" West, 475.99 feet; thence 408.06 feet, around a circular curve to the left with a radius of 440.00 feet, the chord of which bears South 64°20'45" West, 393.59 feet; thence South 37°46'38" West, 649.25 feet; thence 332.93 feet, around a circular curve to the right with a radius of 360.00 feet, the chord of which bears South 64°16'16" West, 321.19 feet; thence North 89°14'06" West, 1352.08 feet; thence South 00°45'54" West, 60.00 feet, more or less, to the POINT OF BEGINNING (hereinafter referred to as the "White Easement").

In addition, all owners of Tracts within the **WHITE TRACTS**, their respective assigns, devisees, heirs, personal representatives, and successors, their respective guests, invitees, servants, and tenants, and all fire protection and law enforcement agencies and private or public utilities providing services to all or any part of the Tracts, shall, in common with Declarants and all others having like benefits and rights, have the benefit and use of the Monolith Easement and of the Lilley/Wright/Lorenzi Easement, subject to the conditions, covenants, limitations, and terms thereof.

### III. DISCLAIMERS

**3.01 Roads.** There is **NO PUBLIC MAINTENANCE OF THE ROADS WITHIN THE EASEMENTS DESCRIBED AND RESERVED IN ARTICLE II OF THIS DECLARATION**. All persons using such roads hereby assume all risks, whether known or unknown, now existing or hereafter occurring, in any manner whatsoever arising out of or relating to the use of such easements and the roads therein, and Declarants shall not be responsible for any injury to persons, including loss of life, or for any damage to property, suffered by any person using such easements and the roads therein. None of such roads are dedicated to the benefit and use of the general public.

**3.02 Sewer.** There is **NO PROPOSED SEWAGE DISPOSAL SYSTEM** for Tracts within the **WHITE TRACTS**.

**3.03 Water.** There is **NO PROPOSED DOMESTIC WATER SERVICE** for Tracts within the **WHITE TRACTS**.

### IV. PROTECTIVE AND RESTRICTIVE COVENANTS TRACTS 1, 2, 3, 4, AND 5 IN THE **WHITE TRACTS**

Declarants hereby subject Tracts 1, 2, 3, 4, and 5 in the **WHITE TRACTS** to the conditions, covenants, and restrictions set forth in this Article IV, the purpose of which is to protect and preserve

the unique rural character of the Tracts which are hereby or hereafter made subject to this Article IV, including the ecosystem, environment, habitat, vegetation, views and vistas, surface and underground waters, and wildlife, and to preserve and protect the quality of life in and the value of the Tracts.

Tracts 6 through 16, inclusive, of the **WHITE TRACTS** are not hereby made subject to this Article IV, and any one or more of said Tracts shall only become subject to this Article IV in accordance with Paragraph 4.08.

**4.01. Division of Tract.** No Tract shall be divided for any purpose or reason whatsoever.

**4.02 Improvements.**

**a. Minimum Disturbance.** The existing contour of the land and the existing vegetation shall be altered, changed, or disturbed, and the soil shall be excavated and graded, only to the extent reasonably necessary for access to, and for the construction, maintenance, repair, or replacement of, the improvements permitted under this Paragraph 4.02.

**b. Permitted Structures.** Not to exceed one single family dwelling, one guest house, one barn, and one private garage and/or storage building shall be permitted on each Tract; no other buildings or structures whatsoever shall be permitted. No dwelling, accessory building, or other structure shall be constructed or erected within 100 feet of any boundary line of any Tract. All dwellings and accessory buildings shall be of new construction and of first quality materials. No existing structure shall be moved onto any Tract, and no mobile, modular, or premanufactured building, home, or structure of any type whatsoever shall be permitted on any Tract. All construction of any structure shall be completed within one year after the date commenced, and the construction site shall at all times be maintained in a neat, orderly, and safe condition.

**c. Septic & Water Systems.** All dwellings (and any guest house or quarters designed for human habitation) shall be connected to a duly permitted septic or wastewater treatment system and to a duly permitted domestic water system. All septic or wastewater treatment systems and all wells shall be constructed, maintained, repaired, and replaced in accordance with all applicable federal, state, and local laws and regulations.

**d. Perimeter Fences.** The entire perimeter of each Tract (where the boundary line of a Tract lies partly or wholly within the road and utility easement, the boundary line of the easement lying within the Tract shall be considered the perimeter) shall be enclosed with a standard livestock fence; a standard cattle guard or livestock gate shall be constructed at the place of access to the road. The perimeter livestock fence and the cattle guard or gate shall be constructed of new or like-new materials (except that railroad ties shall not be used in the construction of any fence, cattle guard, or gate), and shall at all times be kept in a good state of repair. The initial purchaser from Declarants of a Tract shall construct the perimeter livestock fence and the cattle guard or gate within one year after the date of closing such purchase, unless such purchaser shall obtain a variance from the WT

Association; until such fence and cattle guard or gate are constructed, such Tract shall be deemed "open range" as to grazing livestock.

e. **Utilities.** All utility lines shall be constructed underground.

f. **Signs.** One name and/or address sign may be erected or installed on each Tract at the entrance to the Tract. No other signs, save and except for temporary "for sale" signs, are permitted.

**4.03 Single Family Residential Use.** Each Tract shall be used solely and exclusively for single family, residential purposes; no business or commercial activity whatsoever is permitted, save and except only for home occupation uses (such as an art studio, a business or professional office, etc.) operated or undertaken by an owner, and which use does not involve more than one employee who does not reside on the Tract and does not involve the sale of any product from the Tract.

a. **Livestock & Pets.** Not to exceed a total of four head of adult livestock may be maintained on each Tract, for family and personal use only. Companion household pets, such as domestic cats and dogs, may be maintained for family and personal use only. Livestock and pets shall be confined on the Tract on which maintained, and shall not be allowed to stray or to become a nuisance to any neighbor. The duration and time of year that livestock shall be allowed to graze on any Tract shall be limited to avoid overgrazing and permanent damage to the natural vegetation. When not being grazed, livestock shall be confined in a corral or pen, which does not include more than one-half acre and which shall be kept in good sanitary and well-maintained condition.

b. **Recreational Vehicles.** Recreational vehicles, such as all-terrain type vehicles, motorcycles, and snowmobiles, etc., shall be operated only on improved roads, and shall at no time be operated cross-country or off-road.

c. **Firearms, Fireworks & Hunting.** No firearm shall be discharged, and no fireworks shall be displayed or used, and, there shall be no hunting whatsoever.

d. **Garbage & Refuse.** All garbage, refuse, and trash shall be regularly disposed of without the confines of the *WHITE TRACTS* in accordance with all applicable federal, state, and local laws and regulations. No burning of garbage, refuse, or trash is permitted.

e. **Unsightly Items.** No commercial equipment, inoperable motor vehicles, or junk shall be located or stored on any Tract.

f. **Hazardous, Noxious, or Offensive Activities.** No hazardous, illegal, noxious, or offensive activities shall be permitted, nor shall anything be done or placed within a Tract which is or may become a nuisance. No sound shall be produced which is annoying or unreasonably loud.

g. **Mining.** No drilling (save and except of wells for domestic water), quarrying, or mining of any kind shall be permitted.

h. **Pollution.** No activity or condition shall be maintained or undertaken which would result in the pollution of the soil or of any surface water or well.

**4.04 Roads.** The WT Association shall be solely responsible for the maintenance and repair of the road within the White Easement, and for snow removal therefrom, and shall, in conjunction and cooperation with Declarants and all others using the roads within the Monolith Easement and the Lilley/Wright/Lorenzi Easement, participate on an equitable and reasonable basis in the maintenance and repair of such roads, and in the removal of snow therefrom.

**4.05 Association.** The WT Association is hereby created as an unincorporated, nonprofit association under the Wyoming Unincorporated Nonprofit Association Act, Sections 17-22-101 through 17-22-115, Wyoming Statutes, 1977 Repub. Ed., as amended.

a. **Purposes & Powers.** The general purposes of the Association are to enforce this Article IV and to promote the health, safety, and welfare of the residents of the Tracts. The Association shall also have the power to provide such additional services for the Tracts as the owners may from time to time approve. For these purposes, the Association is hereby empowered to:

i. exercise all of the authority, powers, and privileges delegated to or vested in the Association by this Article IV or as may be reasonably implied as being necessary and proper hereunder, and to perform all of the duties and obligations established by this Article IV;

ii. fix, levy, collect, and enforce payment by any lawful means of, all assessments pursuant to this Article IV, and to pay all expenses in connection therewith and all expenses incident to the conduct of the business of the Association;

iii. grant interpretations of and variances to any condition, covenant, or restriction in this Article IV for good cause and to prevent undue hardship, provided that no variance shall alter or diminish the single family residential character of the area or adversely affect the health, safety, and welfare of the residents of the Tracts;

iv. adopt and publish rules and regulations governing the use of the road within the White Easement; and

v. employ such firms or persons to perform any or all of the duties and obligations of the Association.

b. **Membership.** Every person (including Declarants) who is an owner of a Tract subject to this Article IV shall be a member of the Association, and such membership shall be appurtenant to and may not be separated from the ownership of the Tract. An owner shall become a member upon conveyance of record to him of his Tract and shall cease being a member upon his conveyance of record of such Tract. No certificate or document, save and except a recorded conveyance to a Tract, shall be required to evidence such membership. For so long as Declarants own any lands within the

**WHITE TRACTS**, whether or not such lands are made subject to this Article IV, Declarants shall be a member of the Association.

c. **Voting Rights.** Each member (excluding Declarants) shall be entitled to one vote for each Tract owned, save and except that the voting rights of any member who is more than 30 days past due on the payment of any assessment to the Association shall be automatically suspended until such assessment, together with interest, costs, and reasonable attorney's fees, is paid in full. Declarants shall have one vote for each Tract owned by Declarants within the **WHITE TRACTS**, whether or not such Tracts are subject to this Article IV. When more than one person holds an interest in any Tract, the vote for such Tract shall be exercised as they determine, but in no event shall more than one vote be cast on behalf of any one Tract.

d. **Action.** An action of the Association, or any approval required of the members under this Article IV, shall require the affirmative vote of a majority of all votes entitled to be cast, cast in person or by proxy, at a duly constituted meeting of the Association, or, without a meeting by written approval of such action signed by all members entitled to vote.

e. **Meetings.** Meetings of the Association may be called at any time by the written request of any member or members entitled to cast not less than two votes. Written notice of each meeting of the Association shall be given by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting. Each member may vote in person or by proxy at all meetings of the Association. All proxies shall be in writing. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Tract.

f. **Books & Records.** Upon prior written request, the books, records, and papers of the Association shall be subject to inspection at a reasonable time and place by any member and by a mortgagee holding a duly recorded first or second mortgage against a Tract.

g. **Principal Office.** The Association shall designate a principal office from time to time.

h. **Dissolution.** The Association may be dissolved upon the written approval of all of the members entitled to vote. Upon dissolution of the Association, the assets of the Association shall be distributed to the members in equal shares, based upon the number of Tracts owned which are subject to this Article IV, or, to an appropriate public agency or nonprofit organization to be used for purposes broadly similar to those for which this Association was created.

i. **Limitations.** No part of the net earnings of the Association shall inure to the benefit of, or be distributed to, the members, except that the Association shall be authorized to pay reasonable compensation for services rendered.

**4.06 Assessments.** Assessments shall only be assessed and levied upon the Tracts which are hereby or hereafter made subject to this Article IV. Declarants, for each Tract owned, hereby covenant, and each owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments duly established as hereinafter provided. All such assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Tract against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Tract at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to an owner's successors in title unless expressly assumed by them.

**a. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to pay the obligations imposed upon the Association by this Article IV and to promote the health, safety, and welfare of the residents of the Tracts subject to this Article IV.

**b. Annual Assessments.** The Association shall establish annual assessments to meet its obligations under this Article IV, including specifically the obligations with regard to the roads under Paragraph 4.04, in regard to the operating expenses of the Association, and in regard to the costs of any other service duly approved by the Association.

**c. Special Assessments.** In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only.

**d. Approval of Assessments.** All assessments under this Paragraph 4.06 shall be subject to the approval of the Association as provided in Paragraph 4.05 d.

**e. Uniform Rate of Assessment.** Both annual and special assessments shall be fixed at a uniform rate for all Tracts.

**f. Commencement of Annual Assessments.** The annual assessments provided for herein shall commence as to all Tracts subject to this Article IV on such date as shall be established by the Association. The Association shall fix the amount of the annual assessment against each Tract at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every member subject thereto. The due dates for payment of such assessments shall be established by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by the Association setting forth whether the assessments on a specified Tract have been paid. A properly executed certificate of the Association as to the status of assessments on a Tract is binding upon the Association as of the date of its issuance.

**g. Effect of Nonpayment of Assessments.** Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 12 percent per annum. The Association may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the Tract. No member may waive or otherwise escape liability for the assessments

provided for herein by non-use of his Tract.

**h. Subordination of Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first or second mortgage. Sale or transfer of any Tract shall not affect the assessment lien. However, the sale or transfer of any Tract pursuant to the foreclosure of a first or second mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer pursuant to a foreclosure or any proceeding in lieu thereof shall relieve such Tract from liability for any assessments thereafter becoming due or from the lien thereof.

**4.07 Enforcement.** The Association, or any member, shall have the right to enforce, by any proceeding at law or in equity, all conditions, covenants, and restrictions, and all assessments and liens now or hereafter imposed by this Article IV. The party prevailing in any enforcement action shall be entitled to recover his or its attorney's fees and costs of investigation and litigation. Failure by the Association or by any member to enforce any condition, covenant, or restriction, or any assessment or lien, herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**4.08 Automatic Extension of Article IV to Other Tracts.** The conveyance by Declarants of any Tract within the ***WHITE TRACTS***, other than Tracts 1, 2, 3, 4, and 5, shall automatically subject such Tract to all the conditions, covenants, and restrictions of this Article IV. For example, if Declarants convey Tract 6, then, upon the recording of such conveyance, Tract 6 shall thereupon automatically become fully subject to each and every benefit, burden, condition, covenant, and restriction set forth in this Article IV, as if this Article IV were fully incorporated into such conveyance, and the new owner of such Tract shall automatically become a member of the WT Association, with all the obligations and rights appurtenant to such membership.

## **V. RIGHTS RESERVED TO DECLARANTS**

Declarants, as to all lands within the ***WHITE TRACTS*** which are not subject to Article IV (that is, all lands excepting Tracts 1, 2, 3, 4, and 5, and any Tract hereafter automatically made subject thereto by operation of Paragraph 4.08) (hereinafter referred to as the "Unrestricted Lands"), reserve the following rights, exercisable without the consent of the WT Association or the owners of the Tracts which are subject to Article IV: to continue to use the Unrestricted Lands for agricultural purposes, free of the conditions, covenants, and restrictions set forth in Article IV; and to alter the boundaries of any Tract and the location of the White Easement within all or any part of the Unrestricted Lands, to vacate all or any part of the Survey Drawing as it applies to the Unrestricted Lands, and to remove all or any part of the Unrestricted Lands from this DECLARATION, provided only that no portion of the White Easement required for access to any Tract subject to Article IV shall be altered, amended, or vacated.

Any Declarant Right herein reserved by Declarants may be exercised by Declarants in their sole and absolute discretion.

## VI. GENERAL

6.01 **Severability.** Invalidation of any provision of this DECLARATION by judgment or court order shall in no manner affect any other provision in this DECLARATION or the enforceability thereof.

6.02 **Amendment.** Save and except as otherwise provided in Article V, this DECLARATION may be amended only by an instrument signed by all of the record owners of lands within the **WHITE TRACTS**, and shall become effective upon being recorded in the Office of the County Clerk of Albany County, Wyoming.

6.03 **Effect.** Save and except as otherwise provided in Article IV, this DECLARATION shall burden and run with all lands in the **WHITE TRACTS**, shall be binding on all persons having any interest, right, or title in such lands or any part thereof and upon the assigns, devisees, heirs, personal representatives, and successors of such persons, and shall inure to the benefit of each record owner of lands within the **WHITE TRACTS**.

Except where the context otherwise indicates, words in the singular shall include the plural, and words in the masculine gender shall include the feminine, and vice versa.

EXECUTED by the undersigned, being the Declarants herein, this 30<sup>th</sup> day of June, 1997.

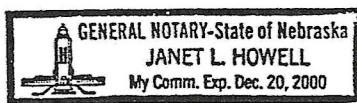
Howard L. White  
HOWARD L. WHITE

Joslyn R. White  
JOSLYN R. WHITE

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF Cherry )

The foregoing DECLARATION was acknowledged personally before me by HOWARD L. WHITE and JOSLYN R. WHITE this 30<sup>th</sup> day of June, 1997.

Witness my hand and official seal.



Janet L. Howell  
NOTARY PUBLIC

My Commission Expires: