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Laramie, WY 82072
307-745-3480

STATE OF WYOMING)
)
COUNTY OF ALBANY)

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR LANDS SEPARATELY OWNED

THIS DECLARATION, made of the date hereinafter set forth by Peter Miller, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain real property situated in the County of Albany, State of Wyoming, more particularly described as:

Cloudstreet Ranches and further described as Tracts 1 through 8, Section 8, Township 14 North, Range 75 West of the 6th P.M., Albany County, Wyoming.

WHEREAS, Declarant desires to establish by this Declaration a plan for the ownership in fee simple of real property estates separately owned.

NOW, THEREFORE, Declarant, does hereby publish and declare that the lands and improvements constructed and located thereon, are hereby subject to use and ownership as set forth herein and the following term, covenant, conditions, easements, and restrictions, uses, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarant, its successors and assigns and any person acquiring or owning an interest in the real property and improvements, their grantees, successors and assigns.

ARTICLE I
DEFINITIONS

Section 1: "Declarant" shall mean and refer to Peter Miller and his successors and assigns.

Section 2: "Tracts" means individually owned lands

Section 3: "Project" means the land and all the building and other improvements located on the land, and all rights, easements and appurtenances belonging thereto.

Section 4: "Mortgagee" means any person or other entity of any successor to the interest of such person or entity, named, as Mortgagee, trust beneficiary, or creditor under any recorded mortgage, deed of trust, or other security instrument by which a Tract or any part thereof is encumbered.

Section 5: "Map" means the survey map, consisting of a map of the land, a legal description thereof, locations of boundaries of each unit, unit identification numbers together with such other information as may be included thereon at the discretion of the Declarant.

Section 6: "Owner" means a person, firm, corporation, partnership, association or their legal entity, or any combination thereof, who owns one or more tracts but excluding, however, any such person having an interest therein merely as a mortgagee (unless such mortgagee has acquired fee simple title interest therein pursuant to foreclosure or any proceedings in lieu thereof).

ARTICLE II
SURVEY MAP

- A. The Survey Map of the land and of the easements thereon is filed of record in the office of the Albany County Clerk and Ex-Officio Register of Deeds of Albany County, Wyoming as Document Number 19991967. The Map depicts and shows the legal description of the land and measurements thereof.
- B. Declarant reserves the right to amend the map from time to time to conform the same according to the actual location of the constructed improvements and to establish, vacate, and replace utility easements, access road

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easements, and parking areas.

ARTICLE III
DESCRIPTION OF OWNERSHIP

- A. After this Declaration has been recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Albany County, Wyoming, every contract, dead lease, mortgage, trust deed, will or other instrument shall legally describe a tract as follows:

Coudstreet Ranches Tract No. _____, Section 8, T14N, R75W of the 6th P.M., Albany County, Wyoming.

- B. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect the Tract and all other appurtenant properties and property rights and burdens incident to ownership of a Tract and all of the limitations thereon as described in this Declaration

ARTICLE IV
NATURE OF OWNERSHIP

- A. Division. The real property shall be submitted to individual ownership, including the improvements thereon, and is hereby divided into fee simple estates. Each such estate shall consist of a separately designated Tract. Title to each Tract is hereby made subject to the terms and conditions hereof, which shall bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquired his Tract.

- B. Taxation. Declarants shall be given written notice to the Assessor of Albany County, Wyoming, of the creation of ownership of the Project, as is provided by law, so that each Tract shall be deemed separate parcels and subject to separate assessment and taxation.

- C. Owning Entity. A Tract may be held and owned by more than one (1) person or entity as Joint Tenants or as Tenants in Common or in any other form of ownership recognized under the laws of the State of Wyoming.

- D. Inseparability. No part of a Tract or of the legal rights comprising ownership thereof may be separated from any other part thereof during the period of ownership prescribed herein, so that each Tract must be conveyed, rented or encumbered only as a constituent Tract.

- E. Partition. Neither an Owner or a group of Owners shall have the right to combine, divide or partition any Tract or Tracts, and in taking title to any Tract the Owner thereof shall be deemed to have waived any and all rights to combine, divide or partition. A violation of the provision of this Section shall entitle the Declarant to personally collect jointly and severally, from the parties' violation of the same, attorney's fees, costs and other damages the Declarant incurs in connection therewith.

ARTICLE V
EASEMENTS

- A. Easements. Roadways within the Project are private roadways for the use of the individual Tract Owners, and the guests and agents of the Owners with the following exception: The Declarant and its successors and assigns, and public agencies and utilities shall have the right to use the roads within the Project to reach public and private lands adjacent to the Project. Declarant reserves the right of ingress and egress for the purpose of erecting, repairing and maintaining fences and irrigation ditches, the use of which is appurtenant to other lands owned by the Declarant in the area and for accessing other lands owned by Declarant in the area.

- B. Prohibitions. No operation or activity shall be permitted by an Owner or another within or upon any portion of the Project which will violate the provisions on any applicable statute, rule, ordinance, regulation, permit, or

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other validly imposed requirement of any governmental body or any applicable protective restrictions and covenants. No damage or waste of the Tract or any part thereof shall be committed by an Owner or any invitees of any Owner and each Owner shall indemnify and hold the Declarant and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees.

ARTICLE VI
USE, CONSTRUCTION AND MAINTENANCE
COVENANTS AND RESTRICTONS

- A. Residential and Commercial Use. The real property hereinabove described is hereby restricted in use for residential and limited commercial purposes only. Neither the premises nor any improvements thereon shall be used for any industrial, illegal or immoral purpose or purposes, and no public nuisance shall be maintained or permitted to exist thereon; provided however, that any person who practices a profession such as doctor, lawyer, architect, engineer, Realtor or such other similar occupation, may maintain as an integral part of the physical residence, an office, which may be his principle office. Other permissible commercial uses include, but are not limited to, home day care, and certain types of agricultural uses. By way of example, the following commercial uses are not allowed or their use is restricted herein: sawmills, heavy manufacturing, and overnight recreational vehicle parking or camping.
- B. Construction. Only new construction or alteration of existing construction shall be permitted. No mobile homes will be allowed. If prefabrication housing is to be used, such structure shall be at least 1,000 square feet on the ground floor area, have at least a 4/12 roof pitch, be at least 24 feet in width and placed on a permanent foundation. Each Tract shall have a maximum of one (1) single family residence. Any outbuilding garage, shop or accessory building shall not exceed 2,000 square feet in total size, as measured by the perimeter of the building, and the same architectural requirements as stated in this Section and Article VI., Section J. must be followed. All construction and alteration shall be conducted in a workmanlike manner and shall reasonably comply with all provisions of all applicable building codes and with such State of Wyoming and Albany County building and safety codes as may be applicable.
- C. Subdivision. No portion of the above described real property shall be further subdivided.
- D. Utilities. All utilities and service lines shall be underground inside the Tract property boundaries with the following exceptions: guy wires securing overhead primary electrical power poles within Cloudstreet Road utility easement may encroach into individual Tracts, and propane as a heating or cooking fuel will be allowed within individual Tracts.
- E. Waste Disposal. Each Tract shall construct an individual septic system in accordance with Albany County Regulations and Wyoming Department of Environmental Quality Standards and any Federal requirements as may be applicable if improvements are constructed for the purpose of occupancy by human beings. Solid waste shall be disposed of by the Owner. Trash, garbage or other wastes shall be kept within the buildings or fenced in so as not to be in the view of neighboring properties, and no part of the premises shall be used as a dumping grounds or for the accumulation of litter, trash, junk or garbage.
- F. Water System. Water wells shall be provided by individual Tract Owners.
- G. Excavation and Mining. No excavation of any kind including that for stone, sand, gravel or earth shall be made on any portion of the above described real property, except for such excavation as may be necessary in connection with the erection of an improvement or landscaping thereon. No oil drilling, oil development operations, quarrying, or mining operations of any kind shall be permitted upon said premises.
- H. Continuity of Construction. All structures commenced shall be prosecuted diligently to completion. If the construction process is slowed or interrupted, the construction site shall be cleaned up into a neat orderly and

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safe place.

I. Architectural Control. Design and Construction. In general, all structures shall blend in with the surrounding environment in color, texture, and architectural design. Specific requirements are as follows.

1. Maximum height shall be thirty (30) feet.
2. All exterior surfaces are to be earth tone or neutral colors. Plain plywood shall not be acceptable as an exterior siding.
3. Roof shingles are to be wooden shingles or shakes, asphalt shingles or metal roofing with a baked on enamel finish, earth tone or neutral in color.
4. Minimum square footage on the ground level of the primary residential structure shall be at least 1,000 square feet.

J. Improvement Location. No improvements shall be constructed closer to any property line or easement line than a distance of one hundred (100) feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of such improvement. Consideration shall be given to place structures so as not to disrupt the view of other Owners and to provide continuity with the natural surroundings.

K. Nuisance. No noxious or offensive activities shall be carried on upon any part of the property subject to these covenants. Nor shall anything be done, tolerated or suffered thereon which may become an annoyance or nuisance to other property owners on the land subject to these covenants.

L. Temporary Residence. No construction trailer, basement, garage or other outbuilding erected on said real property for construction purposes shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Temporary structures will be removed upon completion of construction. Mobile homes shall not be used as a temporary or permanent residence at any time. The foregoing prohibition shall not extend to self contained motor homes occupied during construction periods.

M. Pets and Livestock. Household pets shall not be allowed to run at large outside Owner's Tract boundaries and must be under control and accompanied by the Owner or Owner's guest or invitee when unleashed outside the Owner's Tract boundaries. Pets and livestock shall be maintained on the property in such a way as not to be a nuisance to the other property Owners in the Project. The duration and time of year that livestock shall be allowed to graze on any Tract shall be limited so as to avoid over grazing, thus causing permanent damage to the vegetation, blowing dust and unsightly appearances of the property. The remainder of the year, the livestock shall be contained in a pen or corral which shall be kept in a sanitary and well maintained condition.

N. Water and Ditch Rights. Each Tract is subject to the law, privileges, and responsibility and rules and regulations governing water rights within the State of Wyoming. Owner acknowledges that although there may exist adjudicated water rights to some Tracts within the Project, there is no actual flow or drainage of surface water available to said Tracts. Adjudicated water rights to Tracts 1 - 8 Cloudstreet Ranches will be transferred to other land owned by Declarant at no cost to Owner (s)/Buyers. Owner (s) agrees to cooperate fully with the above mentioned transfer.

O. Preservation of Lands and Scenery. Re-vegetation of disturbed areas is required. No refuse pile or unsightly accumulation or objects shall be allowed to be placed or to remain anywhere on the Project. In the event that any Owner of any Tract shall fail or refuse to keep such premises free from the above mentioned, then the Declarant and/or another Tract Owner may enter upon such lands and remove the same at the expense of the offending Owner and such entry shall not be deemed a trespass and in the event of such a removal a lien shall arise and be created in favor of the Declarant and/or the Tract Owner acting to enforce this covenant and against such Tract for the full amount chargeable to such Tract and such amount shall be due and payable within 30 days after the Owner is billed therefor.

P. Invitees and Leasees. Invitees or Leasees of the Owner will be expected to uphold this document and it will be

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the responsibility of the Owner to inform invitees and Leasees of the rules and regulations and enforce the rules and regulations outlined by this document.

Q. Road Maintenance. The Cloudland Ranches Tract Owners shall be obligated to maintain Cloudland Cumulus Roads and to bear the costs thereof. The Owners shall assess the road every six (6) months to determine if grading or repair is needed. Any road repair or maintenance shall require the consent of 2/3 (66% or more) of Tract Owners. The costs shall be paid by each Tract Owner; the proportionate amount of said costs shall be determined by dividing the total cost of maintenance by the total number of Tracts, as set forth above and including Tracts 1-4 Cloudland Ranches 2nd Addition and Tracts 5-8 Cloudland Ranches 3rd Addition, and the Owner of each Tract shall pay his/her proportionate share of said costs.

The Tract Owners shall obtain competitive bids as necessary to determine the total costs of repair or maintenance, and the hiring of any contractor for road maintenance, snow removal or road repair shall require the consent of 2/3 (66% or more) of Tract Owners. Each Tract shall have one (1) vote and when all lots are sold in the event of a deadlock the Declarant shall cast the deciding vote.

R. Meetings. Any Tract Owner subject to the provisions herein, shall have the right to call a meeting of other Tract Owners or a general business meeting of all Tract Owners in order to discuss and decide issues concerning any provision herein by giving thirty (30) days notice in person or by first class mail of such meeting. Action at such meeting shall be governed by a majority vote of a quorum of Tract Owners. A quorum is defined as more than one-half (1/2) of the Tracts within the Project. When all Tracts are sold, in the event of a deadlock, the Declarant shall cast the deciding vote.

S. Variance. The Declarant shall have full power and authority to grant a variance from these covenants for good cause shown in order to prevent undue hardship on any Tract Owner subject to the covenants. The variance, if granted, shall not violate the overall theme and appearance of the area, and all other covenants shall remain in place and enforceable.

ARTICLE VII ADDITIONAL PROVISIONS

- A. Enforcement. The Declarant or any Owner, shall have the right to enforce, by any proceeding at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- B. Severability. Invalidation of any one of these covenants or restrictions by judgments of court order, shall in no way affect other provision which shall remain in full force and effect.
- C. Revocation. The Declaration shall not be completely revoked unless the Declarant and all of the Owners and all of the Mortgagees unanimously consent and agree to such revocation by instrument (s) duly recorded.
- D. Binding Effect. The covenants and restrictions of this Declaration shall run with the land and bind the land in perpetuity, unless revoked as by Section C above.
- E. Conflicts. In the event there shall be any conflict between the provisions of this Declaration and any zoning laws of Albany County, Wyoming, the more restrictive of the two shall be deemed controlling.
- F. Amendment. An amendment to these covenants may be made by one hundred percent (100%) of the Tract ownership, together with the Declarant's written agreement.

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IN WITNESS WHEREOF, the undersigned executed this instrument in this 18th day of August, 1999.

Peter Miller

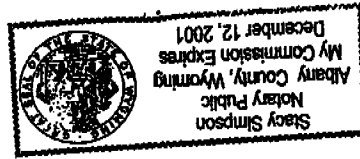
STATE OF WYOMING)
) SS.
COUNTY OF ALBANY)

The foregoing declaration was acknowledged personally before me by

Peter Miller who upon oath duly administered by me represented he is the current Declarant of Cloudstreet Ranches Tracts 1 - 8.

Witness my hand and official seal. My Commission expires: 12-12-01

[Signature]
Notary



STATE OF WYOMING
SS
COUNTY OF ALBANY

AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR LANDS
SEPARATELY OWNED

This instrument is being recorded to amend those certain covenants recorded August 18, 1999 as Document Number 1999-5512.

Article VI, Q., provides for a change in the road maintenance responsibility and is hereby amended to read "Road Maintenance: The Cloudstreet Ranches Tract Owners shall be obligated to maintain Cumulus Road and to bear the costs thereof. The Owners shall assess the road every six (6) months to determine if grading or repair is needed. Any road repair or maintenance shall require the consent of 2/3 (66%) or more of Tract Owners. The costs shall be paid by each Tract Owner; the proportionate amount of said costs shall be determined by dividing the total cost of maintenance by the total number of tracts, as set forth above and the Owner of each Tract shall pay his/her proportionate share of said costs.

The Tract Owners shall obtain competitive bids as necessary to determine the total costs of repair or maintenance and the hiring of any contractor for road maintenance, snow removal or road repair shall require the consent of 2/3 (66%) of Tract Owners. Each Tract shall have one (1) vote and when all lots are sold, in the event of a deadlock, the Declarant shall cast the deciding vote.

The Cloudstreet Ranches Tract Owners shall also be obligated to share in the repair and maintenance of Cloudland Road. The obligations and rights for the use, repair and maintenance of Cloudland Road by Cloudstreet Ranches Tract Owners is specified in the Easement Agreement, recorded in the office of the Albany County Clerk on December 9, 1999 as Document Number 1999-8019.

The undersigned, being a majority of the Owners of the Tracts in Cloudstreet Ranches, and the Declarant hereby consent to, agree and affirm the above changes in the hereinbefore mentioned covenants.

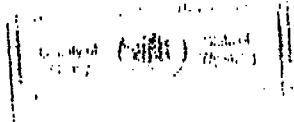
Witness my hand this 24 th day of November, 1999.

Peter M. Miller Declarant
Peter M. Miller, Declarant

STATE OF WYOMING
SS
COUNTY OF ALBANY

The foregoing was acknowledged before me by the Declarant, Peter M. Miller, on this 24 th day of November, 1999.

Witness my hand and official seal.



Charles Castle
Notary Public

My Commission expires: 8/18/02