

**DECLARATION OF PROTECTIVE COVENANTS
OF LAKE HATTIE VISTAS
SHEEP MOUNTAIN PROPERTIES, LLC**

ARTICLE ONE: PURPOSE AND OBJECTIVE

1.01 Sheep Mountain Properties, LLC, is the owner in fee simple of real property located in Albany County, Wyoming, and known as Lake Hattie Vistas, pursuant to a plat recorded on ~~15th~~ ^{15th} day of ~~September~~ ^{September} 2003, as instrument number ~~7941~~ ⁷⁹⁴¹ in the County Clerk and Ex-Officio Register of Deeds of the County Clerk and Recorder of the County, Albany County, State of Wyoming.

1.02 The purpose of these covenants is to enhance and protect the value, attractiveness, and desirability of the lots or tracts in Lake Hattie Vistas and to preserve their present natural beauty and setting. To that end, Grantor hereby declares that Lake Hattie Vistas and each party thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1.03 No provision contained herein, nor any amendment hereto, shall be construed to prevent or limit Grantor's right to complete development of the property and construction of improvements thereon.

ARTICLE TWO: DEFINITIONS

Unless otherwise specified herein, the following words and phrases when used herein shall have the following meanings:

2.01 "Lake Hattie Vistas" means the lands described in the original official Plat recorded in the County Clerk and Ex-Officio Register of Deeds of the County Clerk and Recorder of the County of Albany, State of Wyoming, on Sep. 15th, 2003, Book 2003, Page 7941 and more particularly described as all of Section 33 and Section 35, and those lands described as the SW 1/4 of Section 34, all of which are located in Township 15 North, Range 76 West of the Prime Meridian, Albany County, Wyoming.

2.02 "Grantor" means Sheep Mountain Properties, LLC, a Colorado limited liability company authorized to conduct business in the state of Wyoming.

2.03 "Approving Agent" means the Grantor or a person duly appointed by Grantor.

2.04 "Detached Dwelling" means a building and related structures customarily appurtenant to the primary residence. It shall not mean or include any apartment, multi-family dwelling, lodging or room house, or hotel.

2.05 "Lot" or "Parcel" means a platted parcel of land as depicted and identified in the plats referred to in Paragraph 2.01 of this Section.

2.06 "Owner" means and refers to the owner of record, whether one or more persons or entities, of any dwelling unit or lot. The foregoing does not include persons or entities who hold an interest in a dwelling unit merely as security for the performance of an obligation, or a lessee or tenant.

2.07 "Covenants" means this Declaration of Protective Covenants of Lake Hattie Vistas, as amended from time to time.

ARTICLE THREE: ARCHITECTURAL CONTROL COMMITTEE

3.01 *Initial Committee.* The initial Architectural Control Committee (ACC) shall consist of James Day and Sean Mater of Sheep Mountain Properties, LLC, and one designee of their choice. They or their replacements, as provided below, shall remain the members of the ACC until ten of the lots in the Lake Hattie Vistas have been sold and the board of directors of the Lake Hattie Vistas Homeowners' Association, Inc., (HOA) assumes responsibility for the membership and conduct of the ACC as an exercise of its General Powers under the HOA Bylaws. If any member shall withdraw from the ACC before the HOA exercises control, a replacement member shall be elected by the remaining members. If any member shall withdraw from the ACC after the HOA assumes responsibility for the ACC, then a replacement member shall be selected by procedures enacted by the HOA as an exercise of its General Powers.

3.02 *Approval by ACC.* No building of any type shall be erected, placed or altered on any lot until it has been approved by the ACC and Albany County. A plan must be submitted for approval at least thirty days in advance of any planned construction, including any foundation thereof.

3.03 *Variances.* The ACC shall have full power and authority to grant a variance from the covenants in order to prevent undue hardship to any residential lot owner. The variance, if granted, shall not violate the appearance of the area or development of the general plan of these covenants.

3.04 *Time Within Which to Approve.* No buildings shall be erected, placed or altered on any tract until the building plans, specifications and plot plan, showing the location thereof, have been approved in writing by the Architectural Control Committee. In the event the committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within sixty (60) days from the commencement of construction which is defined as the date of the pouring of footings, such approval will not be required and this covenant will be deemed to have been fully complied with.

ARTICLE FOUR: RESTRICTION ON USES

4.01 *General Use.* It is intended that the Lots shall be used as a residence for a single family, occupied as small ranches or ranchettes, and that the Owners will have full enjoyment of these ranchettes, subject, however, to the covenants contained herein. No business of any kind shall be conducted on any parcel with the exception of the business of the Grantor.

4.02 *Dwellings.* Upon each Parcel or Lot, there may be erected one private dwelling house together with such structures and outbuildings as are customarily appurtenant to a single-family residence, such as a private garage, guest house, barn or workshop. Detached dwellings shall not exceed three (3) in number. All buildings and structures other than gateways shall be located within one (1) contiguous acre.

4.03 *Number of Animals.* Each Parcel owner may maintain upon his or her property no more than five (5) horses or transportation animals, or, in lieu of horses or transportation animals, two (2) head of cattle.

4.04 *Outbuildings.* All outbuildings must be constructed with a similar design and similar materials to the primary dwelling. No metal outbuildings will be permitted. All outbuildings will be limited in size as follows: No more than 6,000 square feet and not to exceed 32 feet in height.

4.05 *Modular Structures.* No modular, mobile home, trailer, or any structure of a temporary character, shacks, barracks, garages, barns or other outbuilding shall be used on any tract as a residence or dwelling, either temporarily or permanently. However, this covenant shall not restrict a building contractor or land developer from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of erecting and/or selling dwellings; provided the temporary structure is present for more than eighteen months and that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever in its sole discretion the same have been on the premises an unreasonable length of time. Temporary stays in recreational tents, motor homes or campers are permitted.

4.06 *Minimum Square Footage.* The residential dwelling constructed on each lot shall have a minimum, fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages, of twelve hundred (1,200) square feet; except that where the said principal dwelling is a one and one-half or two story dwelling, the minimum may be reduced to one thousand (1,000) square feet of ground floor area, provided that the total living area of the one and one-half or two stories is not less than one thousand five hundred (1,500) square feet.

4.07 *Maximum Building Height.* The maximum building height of any structure shall not exceed thirty (30) feet. All heights shall be measured at any cross section of the structure from the undisturbed original grade to the highest point of the structure immediately above. Minor projections such as chimneys or other structures not enclosing habitable space, but excluding solar collectors, shall be excluded in determining the maximum height.

4.08 *Exterior Appearance.* Siding of any structures shall be of wood clapboard, log, stucco, brick or a combination of those materials, and in the case of wood, the color of stain shall be approved by the ACC.

4.09 All roofs shall be rustic, of earth colored tile, or shingles or shake, or similarly appearing. Metal roofs are prohibited except metal roofs which are coated or lined with an earth colored material and so as to prevent reflection. Roofing material must be approved by the ACC.

4.10 *Solar Collectors.* Solar collectors are permitted but must be attached to the roof of the primary dwelling or outbuildings and the solar collector(s) must blend with the roof line to the greatest extent possible. No free standing collectors are permitted.

4.11 *Satellite Dishes.* Satellite dishes are permitted but must measure no more than four (4) feet in diameter. Satellite dishes which are not attached to a dwelling or are free standing are not permitted.

4.12 *Recreation Vehicles.* Recreation vehicles must be stored out of view of neighbors and roads.

4.13 *Fencing.* Any fencing erected is subject to the approval of the ACC.

4.14 *Set Back.* No dwelling or detached dwelling shall be located on any Lot nearer than one hundred and fifty (150) feet from the boundary line of the property.

4.15 *Quiet Enjoyment of Property.* No business or activity of a noxious nature may be conducted upon any Lot nor shall any activity be permitted on any Lot which may be or may become a nuisance or annoyance to the neighbors.

4.16 *Septic Tanks.* Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by an agency of the State of Wyoming or its political subdivisions having jurisdiction over the same. No septic tank or field system shall be closer than sixty feet to the Owner's property boundary, and no sewage, waste water, trash, garbage or other debris shall be emptied, discharged or permitted to drain into any body of water in or adjacent to the above-described real property. No outside toilets or privies shall be permitted on any Lot. All toilet facilities must be a part of a residence or garage and shall be of a modern flush-type and connected with a proper septic system.

4.17 *Trash and Dumping.* No tract shall be used or maintained as a dumping ground for rubbish, junk, trash, junk cars, unlicensed cars, discarded appliances, pipe, wire, lumber, garbage or other waste of whatever description. No trash, garbage and other waste shall be kept upon any portion of the above-described real property except in sanitary containers; all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, suitably screened from view of all neighbors and all roadways. Only three (3) operating cars may be parked in view of neighbors and roads on a regular basis.

4.18 *Maintenance.* The entire Lot including improvements thereon, shall be kept and maintained by the Owner and all occupants in a clean, safe, attractive and sightly condition and in good repair. No scrap lumber, clippings, waste, metals, bulk materials, scrap, refuse, trash, or debris shall be kept upon the Lot. Building materials shall be neatly stacked and covered so as not to be visible from the road. Firewood and posts will be neatly stacked. The burning of waste or refuse on the property is prohibited. No incinerators shall be constructed or installed on any Lot.

4.19 *Signs.* No signs or billboards of any kind shall be displayed without the approval of Grantor, except: (a) A sign disclosing the name of owner; (b) Signs as may be required by legal proceedings; (c) Signs used by Grantor in connection with the development of the real property and sale of Parcels; or (d) Signs indicating that a dwelling or Parcel is for sale. No sign shall exceed five (5) square feet except signs placed upon the property by Grantor used in connection with marketing the property. Only one sign per Parcel shall be allowed. All signs are subject to the sole approval of the Approving Agent.

4.20 *Animals.* Owners must keep animals in a manner so as to avoid causing a nuisance to other property owners and with the following restrictions:

- (a) No swine shall be kept, bred or maintained upon the above-described real property, nor shall any single family residence have in excess of a cumulative total of five horses or household pets. No other animals, livestock or poultry, except those being raised for 4-H or FFA projects, shall be trained, bred or kept on any portion of the above-described real property;
- (b) No animals shall be maintained or kept upon the Property for any commercial purposes. If owner maintains cattle on the property, the cattle must be for the owner's personal consumption;

(c) All persons keeping livestock or pets in Lake Hattie Vistas

shall be strictly responsible for insuring that they are kept within their own tracts. Any animals allowed to stray or wander beyond an owner's boundary shall be subject to confiscation and the owner held liable for any costs or damages sustained in connection with such animal; and

- (d) Owner may maintain generally recognized domestic indoor animal pets. Owner may maintain a maximum of four domestic indoor animal pets.

4.21 *Removal of Animals.* Grantor shall have the right to order removal of any animal(s) deemed objectionable or a nuisance.

4.22 *Drainage.* All drainage from Parcels, dwelling units, and driveways shall be directed toward existing water drainage courses.

4.23 *Water Features.* Owner may enhance already existing water features on its Lot but only in a manner which does not create a nuisance or disrupt the water usage of other Owners.

4.24 *Removal of Materials.* Earth or gravel shall not be removed from the surface of any Lot except for improvement or leveling on the tract involved.

4.25 *Noxious Activity.* No noxious activity, lights, sounds or odors shall be carried on upon any Lot, including but not limited to the following:

- (a) Owner shall install night lighting, which does not disrupt the dark skies over Lake Hattie Vistas. No lights shall be emitted from the property which is unreasonably bright or causes unreasonable glare, or which casts upon the property of another. All lighting shall face downward, away from neighboring properties and roads. Yard or area lights shall not be left on overnight, or at other times when no person is dependent on such to light a current activity or an activity likely to occur within a short while; and

- (b) No sound shall be emitted from any Lot which is unreasonably loud or annoying. The Lot sizes are established and the set back distances have been fixed so as to limit the likelihood of occupants of one tract bothering the occupants of another tract. So far as reasonably possible, each occupant will curtail noisy activities so as to be relatively inaudible to the neighbors.

4.26 *Mineral Extraction Activities.* No derrick or other structure for use in boring for oil or natural gas or other mining operation may be erected, placed or permitted on any Lot, nor shall any oil, gas, petroleum or other hydrocarbon minerals be produced or extracted therefrom, nor shall any other mining or commercial or exploitative operation be conducted on any Lot which interferes in any way with the peace and tranquility and primitive character of the neighborhood. No radio tower or television tower or beacon or any other visible construction as high as the tree tops for any purpose whatsoever, shall be erected or permitted on any Lot. Antenna for private personal use which is not higher than the roof line of the primary residence. No elevated tanks of any kind shall be erected, placed or permitted on any Lot unless they are housed in a manner consistent with these covenants.

4.27 *Power and Telephone Lines.* All electrical service and telephone lines shall be placed underground.

4.28 *Obligation to Conceal from View.* Any tanks (for the storage of water, oil, petroleum, or other fluids), pumps, solar devices, chimney flues, hot tub pumps, satellite dishes, or any other mechanical equipment must be aesthetically concealed from view on all sides and shall be shielded in a

manner so as to minimize visibility and noise.

4.29 *Landscaping and Trees.* In order to enhance the long term value, appearance and enjoyment of the lands subject to these covenants, it is the plan for the property that trees be planted on the Lots. Trees are to be planted in accordance with the recommendations of the Natural Resource Conservation District, equivalent agency, or consulting service as to spacing, placement and type. Each Lot owner shall plant at least two (2) trees a year for ten (10) years unless the Natural Resource Conservation District, equivalent agency, or consulting service determines that the soil and or terrain of the Lot will not support trees.

4.30 *Restoration of Site.* Upon completion of any construction on any Lot, the owner shall restore any portion of any Lot disturbed to its pre-construction condition.

ARTICLE FIVE: GENERAL PROVISIONS

5.01 Cost of maintenance for the interior (non-county) roads shown on the Original Plat shall be apportioned to the Parcel Owners on a pro-rata basis with the Grantor assuming the pro-rata costs of the unsold Parcels. Grantor reserves the right to form an unincorporated or incorporated homeowners' association for the purpose of, including but not limited to, administering the Parcel owner's responsibilities to maintain the roads. If and when the Grantor creates such an association all Lot owners inclusive of Grantor as to unsold Parcels shall be members by virtue of Parcel ownership.

5.02 No Lot may be subdivided into smaller Lots.

5.03 Grantor, its heirs and assigns, reserve the right, in its sole discretion and in perpetuity, to combine or divide parcels.

5.04 Easements and rights of way as shown on the Original Plat are hereby reserved across, under and through the aforesaid real property for wires, pipes and conduits for heating, lighting, electricity, gas, telephone, sewer, water or any other public or quasi-public utility service purpose, together with the right of ingress and egress at any time for the purpose of further construction, maintenance and repair. Provided, however, that said easements and rights of way shall be for underground service of such utilities and no overhead utilities shall be permitted on any of the tracts except where such overhead utilities are presently in existence.

5.05 These Covenants are to run with the land and shall be binding upon all Owners and all persons claiming under them for a period of twenty-five years from the date these covenants are 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 then Owners of the Parcels have been recorded agreeing to change said Covenants in whole or in part.

5.06 Enforcement shall be by any proceeding at law or in equity against any Owner or persons violating or attempting to violate the provisions or restrictions of these Covenants, either to restrain violations or to recover damages, or both, and, in addition, to recover from the parties so violating these Covenants, reasonable attorney's fees required in the proceedings either to enjoin the violation or to recover damages.

5.07 Grantor and Grantor's successor and assigns shall have the right, within twenty-four (24) months from the date of the recording of this Declaration of Covenants, Conditions and Restrictions of Lake Hattie Vistas, to make any changes in these conditions and restrictions, which Grantor deems, in Grantor's absolute discretion, beneficial to the owners of the majority of the Parcels in Lake Hattie Vistas and which do not alter to the overall character of Lake Hattie Vistas. By acceptance of a deed or by entering into a purchase contract with Grantor, all Grantees shall be deemed to have delegated to Grantor

the power and right to make changes in the Declaration of Covenants for a twenty-four (24) month period. Any changes shall be reduced to writing and filed with the Clerk of Records for Albany County, Wyoming.

5.08 Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Dated this 13 day of SEPTEMBER, 2003.

SHEEP MOUNTAIN PROPERTIES, LLC (GRANTOR)

BY: Wren Holdings, LLC, one of its Members and Managers

By: [Signature]
Name: Sean A. Maser
Title: Member

BY: John W. Day Family Partnership, one of its Members and Managers

By: [Signature]
Name: James W. Day
Title: Member

^{Laramie}
STATE OF WYOMING }
^{Laramie}) ss.
COUNTY OF ALBANY

Personally appeared before me the following named Sean A. Maser/James W. Day and who being duly sworn did state and acknowledge that they are members and agents of Sheep Mountain Properties, LLC, and did further acknowledge that the foregoing Declaration of Protective Covenants is the free act and deed of Sheep Mountain Properties, LLC, all on this 13 day of July, 2003.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 5/24/2005



**FIRST RESTATED DECLARATION OF PROTECTIVE COVENANTS
OF LAKE HATTIE VISTAS SHEEP MOUNTAIN PROPERTIES, LLC**

These *First Restated Declaration of Protective Covenants* are adopted pursuant to Paragraph 5.07 of the *Original Declaration of Protective Covenants of Lake Hattie Vistas* recorded on September 15, 2003, as Document Number 2003-7942 with the Albany County Clerk and Ex-Officio Register of Deeds, Albany County, State of Wyoming (the "Original Covenants") which provide that the Original Covenants can be amended within the first 24 months after their first being filed by Sheep Mountain Properties, LLC.

A. RECITALS.

A. Sheep Mountain Properties, LLC, is the original owner and developer of real property located in Albany County, Wyoming, described as the Lake Hattie Vistas in the Land Survey Map of Lake Hattie Vistas 1st Filing, filed on September 15, 2003, as Document No. 2003-7941 with the Albany County Clerk and Ex-Officio Register of Deeds, State of Wyoming (the "Land Survey Map").

B. The Original Covenants were adopted for the development and protection of the Lake Hattie Vistas.

C. Since the filing of the Original Covenants, Sheep Mountain Properties, LLC, has sold and conveyed Lots 9 and 10 of the Lake Hattie Vistas subdivision to sellers owning adjacent lands for expansion of those owner's existing ranching operations.

D. Sheep Mountain Properties, LLC, still owns the remaining lots within the subdivision.

B. RESTATED COVENANTS.

ARTICLE ONE: PURPOSE AND OBJECTIVE

1.01 The purpose of these covenants is to enhance and protect the value, attractiveness, and desirability of the lots or tracts in Lake Hattie Vistas and to preserve their present natural beauty and setting. To that end, Grantor hereby declares that Lake Hattie Vistas and each party thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1.02 No provision contained herein, nor any amendment hereto, shall be construed to prevent or limit Grantor's right to complete development of the property and construction of improvements thereon.

ARTICLE TWO: DEFINITIONS

Unless otherwise specified herein, the following words and phrases when used herein shall have the following meanings:

2.01 "Lake Hattie Vistas" means the lands described in the Land Survey Map and more particularly described as all of Section 33 and Section 35, and those lands described as the SW 1/4 of Section 34, all of which are located in Township 15 North, Range 76 West of the Prime Meridian, Albany County, Wyoming.

2.02 "Grantor" means Sheep Mountain Properties, LLC, a Colorado limited liability company authorized to conduct business in the state of Wyoming.

2.03 "Approving Agent" means the Grantor or a person duly appointed by Grantor.

2.04 "Detached Dwelling" means a building and related structures customarily appurtenant to the primary residence. It shall not mean or include any apartment, multi-family dwelling, lodging or room house, or hotel.

2.05 "Lot" or "parcel" means a platted parcel of land as depicted and identified in the plats referred to in Paragraph 2.01 of this Section.

2.06 "Owner" means and refers to the owner of record, whether one or more persons or entities, of any dwelling unit or lot. The foregoing does not include persons or entities who hold an interest in a dwelling unit merely as security for the performance of an obligation, or a lessee or tenant.

2.07 "Covenants" means this Declaration of Protective Covenants of Lake Hattie Vistas, as amended from time to time.

ARTICLE THREE: ARCHITECTURAL CONTROL COMMITTEE

3.01 *Initial Committee.* The initial Architectural Control Committee (ACC) shall consist of James Day and Sean Mater of Sheep Mountain Properties, LLC, and one designee of their choice. They or their replacements, as provided below, shall remain the members of the ACC until ten of the lots in the Lake Hattie Vistas have been sold *and* the board of directors of the Lake Hattie Vistas Homeowners' Association, Inc., (HOA) assumes responsibility for the membership and conduct of the ACC as an exercise of its General Powers under the HOA Bylaws. If any member shall withdraw from the ACC before the HOA exercises control, a replacement member shall be elected by the remaining members. If any member shall withdraw from the ACC after the HOA assumes responsibility for the ACC, then a replacement member shall be selected by procedures enacted by the HOA as an exercise of its General Powers.

3.02 *Approval by ACC.* No building of any type shall be erected, placed or altered on any lot until it has been approved by the ACC and the appropriate regulatory authority of Albany County, Wyoming. A plan must be submitted for approval at least thirty days in advance of any planned construction, including any foundation thereof.

3.03 *Variations.* The ACC shall have full power and authority to grant a variance from the covenants in order to prevent undue hardship to any residential lot owner. The variance, if granted, shall not violate the appearance of the area or development of the general plan of these covenants.

3.04 *Time Within Which to Approve.* No buildings shall be erected, placed or altered on any tract until the building plans, specifications and plot plan, showing the location thereof, have been approved in writing by the Architectural Control Committee. In the event the committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within sixty (60) days from the commencement of construction which is defined as the date of the pouring of footings, such approval will not be required and this covenant will be deemed to have been fully complied with.

ARTICLE FOUR: RESTRICTION ON USES

4.01 *General Use.* It is intended that the Lots shall be used as a residence for a single family, occupied as small ranches or ranchettes, and that the Owners will have full enjoyment of these ranchettes, subject, however, to the covenants contained herein. No business of any kind shall be conducted on any parcel with the exception of the business of the Grantor.

4.02 *Dwellings.* Upon each Parcel or Lot, there may be erected one private dwelling house together with such structures and outbuildings as are customarily appurtenant to a single-family residence, such as a private garage, guest house, barn or workshop. Detached dwellings shall not exceed three (3) in number. All buildings and structures other than gateways shall be located within one (1) contiguous acre.

4.03 *Number of Animals.* Each Parcel owner may maintain upon his or her property no more than five (5) horses or transportation animals, or, in lieu of horses or transportation animals, two (2) head of cattle.

4.04 *Outbuildings.* All outbuildings must be constructed with a similar design and similar materials to the primary dwelling. No metal outbuildings will be permitted. All outbuildings will be limited in size as follows: No more than 6,000 square feet and not to exceed 32 feet in height.

4.05 *Modular Structures.* No modular, mobile home, trailer, or any structure of a temporary character, shacks, barracks, garages, barns or other outbuilding shall be used on any tract as a residence or dwelling, either temporarily or permanently. However, this covenant shall not restrict a building contractor or land developer from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of erecting and/or selling dwellings; provided the temporary structure is present for more than eighteen months and that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever in its sole discretion the same have been on the premises an unreasonable length of time. Temporary stays in recreational tents, motor homes or campers are permitted.

4.06 *Minimum Square Footage.* The residential dwelling constructed on each lot shall have a minimum, fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages, of twelve hundred (1,200) square feet; except that where the said principal dwelling is a one and one-half or two story dwelling, the minimum may be reduced to one thousand (1,000) square feet of ground floor area, provided that the total living area of the one and one-half or two stories is not less than one thousand five hundred (1,500) square feet.

4.07 *Maximum Building Height.* The maximum building height of any structure shall not exceed thirty (30) feet. All heights shall be measured at any cross section of the structure from the undisturbed original grade to the highest point of the structure immediately above. Minor projections such as chimneys or other structures not enclosing habitable space, but excluding solar collectors, shall be excluded in determining the maximum height.

4.08 *Exterior Appearance.* Siding of any structures shall be of wood clapboard, log, stucco, brick or a combination of those materials, and in the case of wood, the color of stain shall be approved by the ACC.

4.09 *Roofs.* All roofs shall be rustic, of earth colored tile, or shingles or shake, or similarly appearing. Metal roofs are prohibited except metal roofs which are coated or lined with an earth colored material and so as to prevent reflection. Roofing material must be approved by the ACC.

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- (b) No animals shall be maintained or kept upon the Property for any commercial purposes. If owner maintains cattle on the property, the cattle must be for the Owner's personal consumption;
- (c) All persons keeping livestock or pets in Lake Hattie Vistas shall be strictly responsible for insuring that they are kept within their own tracts. Any animals allowed to stray or wander beyond an Owner's boundary shall be subject to confiscation and the owner held liable for any costs or damages sustained in connection with such animal; and
- (d) Owner may maintain generally recognized domestic indoor animal pets. Owner may maintain a maximum of four domestic indoor animal pets.

4.21 *Removal of Animals.* Grantor shall have the right to order removal of any animal(s) deemed objectionable or a nuisance.

4.22 *Drainage.* All drainage from Parcels, dwelling units, and driveways shall be directed toward existing water drainage courses.

4.23 *Water Features.* Owner may enhance already existing water features on its Lot but only in a manner, which does not create a nuisance or disrupt the water usage of other Owners.

4.24 *Removal of Materials.* Earth or gravel shall not be removed from the surface of any Lot except for improvement or leveling on the tract involved.

4.25 *Noxious Activity.* No noxious activity, lights, sounds or odors shall be carried on upon any Lot, including but not limited to the following:

- (a) Owner shall install night lighting, which does not disrupt the dark skies over Lake Hattie Vistas. No lights shall be emitted from the property which is unreasonably bright or causes unreasonable glare, or which casts upon the property of another. All lighting shall face downward, away from neighboring properties and roads. Yard or area lights shall not be left on overnight, or at other times when no person is dependent on such to light a current activity or an activity likely to occur within a short while; and
- (b) No sound shall be emitted from any Lot, which is unreasonably loud or annoying. The Lot sizes are established and the set back distances have been fixed so as to limit the likelihood of occupants of one tract bothering the occupants of another tract. So far as reasonably possible, each occupant will curtail noisy activities so as to be relatively inaudible to the neighbors.

4.26 *Mineral Extraction Activities.* No derrick or other structure for use in boring for oil or

natural gas or other mining operation may be erected, placed or permitted on any Lot, nor shall any oil, gas, petroleum or other hydrocarbon minerals be produced or extracted there from, nor shall any other mining or commercial or exploitative operation be conducted on any Lot which interferes in any way with the peace and tranquility and primitive character of the neighborhood. No radio tower or television tower or beacon or any other visible construction as high as the treetops for any purpose whatsoever, shall be erected or permitted on any Lot. No antenna for private personal use, which is not higher than the roofline of the primary residence, shall be permitted. No elevated tanks of any kind shall be erected, placed or permitted on any Lot unless they are housed in a manner consistent with these covenants.

4.27 *Power and Telephone Lines.* All electrical service and telephone lines not already in existence at the time of the execution of these Covenants shall be placed underground.

4.28 *Obligation to Conceal from View.* Any tanks (for the storage of water, oil, petroleum, or other fluids), pumps, solar devices, chimney flues, hot tub pumps, satellite dishes, or any other mechanical equipment must be aesthetically concealed from view on all sides and shall be shielded in a manner so as to minimize visibility and noise.

4.29 *Landscaping and Trees.* In order to enhance the long-term value, appearance and enjoyment of the lands subject to these covenants, it is the plan for the property that trees be planted on the Lots. Trees are to be planted in accordance with the recommendations of the Natural Resource Conservation District, equivalent agency, or consulting service as to spacing, placement and type. Each Lot owner shall plant at least two (2) trees a year for ten (10) years unless the Natural Resource Conservation District, equivalent agency, or consulting service determines that the soil and or terrain of the Lot will not support trees.

4.30 *Restoration of Site.* Upon completion of any construction on any Lot, the owner shall restore any portion of any Lot disturbed to its pre-construction condition.

ARTICLE FIVE: GENERAL PROVISIONS

5.01 *Assessments.* Grantor or a majority of the owners of lots within the Lake Hattie Vistas shall have the right to form an unincorporated or incorporated homeowners' association for the purpose of, including but not limited to, assessing costs for the maintenance and improvements of common roads. The Homeowners' Association shall fix the amount of the assessment for the cost of:

- (a) Maintenance, upkeep, operation and management of the common roads within the subdivision. Costs shall not be assessed for the cost of maintaining roads used only for the benefit of the lot owner;
- (b) Maintenance, upkeep, operation and management of any common areas;
- (c) Maintenance, upkeep and management of easements along the boundary lines;
- (d) Taxes and special governmental assessments and insurance costs (if any) assessed against or for the common areas; and/or
- (e) Cost of enforcing and obtaining compliance with these provisions.

If and when the Homeowners' Association is formed, all Lot owners, inclusive of Grantor for any unsold Parcels, shall automatically become members of the Homeowners' Association and shall be bound by the terms and conditions of this Declaration, the articles and bylaws of the association, and such rules and regulations as may be promulgated and adopted by the association under the articles and bylaws.

Cost of maintenance for the interior (non-county) common roads shown on the Original Plat shall be apportioned among the Parcel Owners on a pro-rata basis with the Grantor assuming its pro-rata share based upon its unsold Parcels.

5.02 *Interest on Assessments.* Assessments not timely paid within thirty (30) days after billed by the Homeowners' Association shall accrue interest thereafter until paid at the rate of 1% above the prevailing rate of interest charged by the _____ Bank of Wyoming, Laramie Branch, Wyoming.

5.03 *Assessments to be a Lien Against Lots.* Lot assessments, interest thereon, and the cost of enforcing and collecting past due Lot assessments, including reasonable attorneys' fees of the Homeowners' Association, shall constitute a lien against the title to each Lot superior to all other liens and encumbrances other than taxes and governmental assessments. The lien created by these Covenants attaches on the due date of the assessment..

5.04 *No Further Subdivision.* Once a Lot has been sold by Sheep Mountain Properties, LLC, it may not be further subdivided into smaller lots.

5.05 *Grantor's Right to Change Lot Sizes.* Grantor, its heirs and assigns, reserves the right, in its sole discretion and in perpetuity, to combine or divide Lot or Parcels.

5.06 *Easements and Rights of Ways.* Easements and rights of way as shown on the Original Plat are hereby reserved across, under and through the aforesaid real property for wires, pipes and conduits for heating, lighting, electricity, gas, telephone, sewer, water or any other public or quasi-public utility service purpose, together with the right of ingress and egress at any time for the purpose of further construction, maintenance and repair. Provided, however, that said easements and rights of way shall be for underground service of such utilities and no overhead utilities shall be permitted on any of the tracts except where such overhead utilities are presently in existence.

5.07 *Term of Covenants* These Covenants are to run with the land and shall be binding upon all Owners of Lots and all persons claiming under them for a period of twenty-five years from the date these covenants are 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 then Owners of the Parcels have been recorded agreeing to change said Covenants in whole or in part.

5.08 *Enforcement of Covenants.* Enforcement shall be by any proceeding at law or in equity against any Owner or persons violating or attempting to violate the provisions or restrictions of these Covenants, either to restrain violations or to recover damages, or both, and, in addition, to recover from the parties so violating these Covenants, reasonable attorney's fees required in the proceedings either to enjoin the violation or to recover damages.

5.09 *Amendment to Covenants.* Grantor and Grantor's successor and assigns shall have the exclusive right, within twenty-four (24) months from the date of the recording of the Original Covenants to make any changes in these conditions and restrictions, which Grantor deems, in Grantor's absolute discretion, beneficial to the owners of the majority of the Parcels in Lake Hattie Vistas and which do not alter to the overall character of Lake Hattie Vistas. By acceptance of a deed or by entering into a purchase contract with Grantor, all Grantees shall be deemed to have delegated to Grantor the power and right to make changes in the Declaration of Covenants for a twenty-four (24) month period. Any changes shall be reduced to writing and filed with the Clerk of Records for Albany County, Wyoming.

After the first twenty-four month period following recording of the Original Covenants, these Covenants may be amended by the affirmative vote of 3/4ths of the owners of Lots within the Lake Hattie Vistas.

5.10 *Invalidation of Part Not Invalidation of Whole.* Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Dated this 2 day of ~~September~~, 2004.

Sheep Mountain Properties, LLC,
a Colorado Limited Liability Company:

Co-Manager Sheep Mountain Properties LLC
Kelly Day-Thompson Date Sept 3, 2004

Kelly Day-Thompson
Co-Manager Sheep Mountain Properties, LLC

S. A. Mater Date Sept. 2, 2004
Sean A. Mater, as attorney in fact for Travis W. Mater, the Co-Manager of Sheep Mountain Properties, LLC, pursuant to the Power of Attorney dated September 1, 2004, recorded on September 2, 2004, as document no 2004-6657, with the Albany County Clerk and Ex-Officio Register of Deeds, on this 2 day of September, 2004.

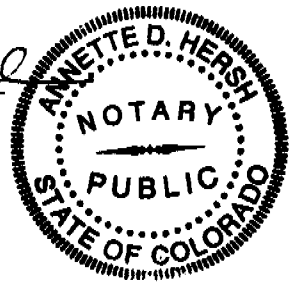
[NOTARY BLOCKS ON FOLLOWING PAGE]

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

3 The above and foregoing Easement was acknowledged before me by Kelly Day Thompson on the day of September, 2004.

Witness my hand and official seal.

Annette D. Hersh
Notary Public



My Commission Expires: 8.28.06

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing Amended Covenants were acknowledged before me by Sean A. Mater, as attorney in fact for Travis W. Mater, the Managing Member of **Sheep Mountain Properties, LLC, a Colorado Limited Liability Company**, pursuant to the Power of Attorney dated September 1, 2004 recorded on September 2, 2004 as document no. 2004-6459, with the Albany County Clerk and Ex-Officio Register of Deeds, on this 2 day of September, 2004.

Witness my hand and official seal.

Patricia L. Byers
Notary Public

My commission expires: 10-20-07

