

**DECLARATION OF PROTECTIVE COVENANTS
OF SYBILLE SKYE RANCH DEVELOPMENT
SWIFT SKYE, LLC**

A. RECITALS.

78268

1. Swift Skye, LLC (Grantor), is the original owner and developer of real property located in Albany County, Wyoming, described as the Sybille Skye Ranch in the Land Survey Map of Sybille Skye Ranch, 1st Filing, filed on July 22, 2005, as Document No. 2005-5404 with the Albany County Clerk and Ex-Officio Register of Deeds, State of Wyoming (the "Development").

2. These covenants are adopted for the development and protection of Lots 1 through 9 of the Sybille Skye Ranch Development.

3. These covenants shall run with the land and shall be binding upon any purchaser, legal representative, heirs, successors and assigns of any portion of Lots 1 through 9 of the Development.

B. 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 the Sybille Skye Ranch development and to preserve their present natural beauty and setting. To that end, Grantor hereby declares that Sybille Skye Ranch and each part 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 "Sybille Skye Ranch" means the lands described in the Land Survey Map and more particularly described as:

A tract of land being the SE1/4; SW1/4NE1/4 and the SE1/4NE1/4 of Section 23; the NW1/4SW1/4 and the SW1/4NW1/4 of Section 24; together with a portion of the N1/2NE1/4 of said Section 23 and a portion of the N1/2NW1/4 of said Section 24, Township 21 North, Range 71 West of the 6th P.M., Albany County, Wyoming. Those portions more particularly described as follows:

Beginning at the southwest corner of said N1/2NE1/4 of Section 23; thence N. 00°49'21" W., along the west line of said N1/2NE1/4, a distance of 108.52 feet; thence S. 89°48'43" E., a distance of 4595.87 feet to the centerline of Albany County Road No. 12 as described in Book 104 Page 199 of Albany County Records; thence S. 00°57'02" W., along said centerline, a distance of 114.75 feet to the south line of said N1/2NW1/4 of Section 24; thence N. 89°12'06" W., along said south line, a distance of 1957.91 feet to the southeast corner of said N1/2NE1/4 of said Section 23; thence S. 89°52'13" W., along the south line of said N1/2NE1/4 of Section 23, a distance of 2634.68 feet to the point of beginning. All containing 320.00 acres more or less.

2.02 "Development" means the entire Sybille Skye Ranch, subdivided into nine (9) plats, referred to numerically as plats 1 through 9.

2.03 "Grantor" means Swift Skye, LLC, a Wyoming limited liability company authorized to conduct business in the state of Wyoming.

2.04 "Detached Dwelling" or "Outbuilding" 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 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 Sybille Skye Ranch, as may be amended from time to time pursuant to the provisions of these Covenants.

ARTICLE THREE: RESTRICTION ON USES

3.01 *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.

The Lots shall be used only for family residential use and shall not be used for any business, commercial, manufacturing, mercantile, commercial ranching, storing or vending purposes or for other nonresidential purposes; provided, however, any Lot may be used incidentally for the purpose of operating a home based small business if, and only if:

- (a) The business is operated solely within the environs of the dwelling house or barn;
- (b) The business is limited to arts and crafts, the rendition of professional services or other similar activities;
- (c) The business is operated by the Owner of the Lot whose principal residence is on the Lot or by a member of such Owner's family whose principal residence is on the Lot;
- (d) The operation of the business on the Lot is permitted by, and is at all times in compliance with, all applicable laws; and
- (e) The operation of the business does not result in:
 - (i) The violation of any of the other provisions of these Covenants;
 - (ii) Any unreasonable increase in the flow of traffic within the Sybille Skye Ranch;
 - (iii) Any odor, noise, or vibration outside the structure where the business is conducted; and
 - (iv) Creation of parking problems around the Lot or Sybille Skye Ranch.

3.02 *Dwellings and Outbuildings.* Upon each Parcel or Lot, there may be erected one (1) private dwelling house together with such structures and outbuildings as are customarily appurtenant to a single-family residence, such as a private garage, barn, or guest house. Detached dwellings or outbuildings shall not exceed five (5) in number. All buildings and structures other than gateways shall be located within five (5) contiguous acres, excluding the barn, which, subject to setbacks, may be located on the Lot as best suits its purpose.

3.03 *Modular Structures.* Modular homes or panel homes are permitted. No mobile home, trailer, or any structure of a temporary character, shack, barracks, garage, barn or other outbuilding shall be used on any tract as a primary 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 for the purpose of erecting dwellings; provided the temporary structure is present for no more than eighteen (18) months. In addition, temporary use of

mobile homes, trailers and other temporary structures during the same eighteen (18) month construction period are permitted.

3.04 *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 one thousand (1,000) square feet. Each outbuilding shall have no minimum square footage, but shall have a maximum square footage based on the type of structure. For up to two (2) outbuildings, the maximum square footage shall not exceed six thousand (6,000) square feet per building. The maximum square footage of all other outbuildings shall not exceed one thousand (1,000) square feet per building.

3.05 *Maximum Building Height.* The maximum building height of any structure shall not exceed thirty-five (35) feet. All heights shall be measured from the grade of the front of the structure to the highest point of the structure. Minor projections such as chimneys or other structures not enclosing habitable space, but excluding solar collectors, shall be excluded in determining the maximum height. Towers, including windmills and antennas, are not to exceed fifty (50) feet in height and are not to be used for commercial purposes. Towers are to be limited to one (1) tower for each purpose per lot.

3.06 *Exterior Appearance.* Siding of primary dwelling structures shall be constructed of adobe, masonry, wood, or vinyl siding, and shall be kept natural colors, earthtones or white. Metal siding shall not be used on primary dwellings. Outbuildings may be constructed of materials appropriate to the setting and function, with no Quonset hut type of construction allowed. All outbuildings must also be finished in natural colors, earthtones, or white.

3.07 *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 finished with an earth colored material so as to prevent reflection.

3.08 *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 freestanding collectors are permitted.

3.09 *Satellite Dishes.* Satellite dishes are permitted but must measure no more than four (4) feet in diameter.

3.10 *Recreational Vehicles and Equipment.* Recreational vehicles and recreational equipment such as boats, when stored on a permanent or semi-permanent basis, must be stored out of view of roads.

3.11 *Fencing and Gates.* Any fencing must be well maintained and suitable for the setting. No gates shall be erected that would block other Owner's access to roads, except in circumstances agreed upon by all affected owners. Metal cattle guards may be installed in accordance with any applicable regulations.

3.12 *Set Back.* No dwelling or detached dwelling shall be located on any Lot nearer than one hundred (100) feet from the boundary line of the Owner's property unless otherwise agreed by the owner of the neighboring parcel in writing. No barn shall be located on any Lot nearer than three hundred (300) feet from the boundary line of the Owner's property unless otherwise agreed by the owner of the neighboring parcel.

3.13 *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.

3.14 *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 outside toilets or privies shall be permitted on any Lot except during the allowed eighteen (18) month construction period. 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.

3.15 *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 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. The burning of waste or refuse on the property is prohibited. No incinerators shall be constructed or installed on any Lot. Only four (4) operating cars may be parked in view of neighbors and roads on a regular basis.

3.16 *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.

3.17 *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; (d) A sign advertising a home based business; or (e) Signs indicating that a Lot or Parcel is for sale. No sign shall exceed six (6) square feet except signs placed upon the property by Grantor used in connection with marketing the property. Only two signs per Lot shall be allowed.

3.18 *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) *Number of Large Animals.* Each Parcel owner may maintain upon his or her property a certain number of large domestic animals, including, but not limited to, horses, transportation animals, and cattle. The number of large animals kept on each Lot must be such that no overgrazing occurs on the Lot or its environs and no undue noise or odor affects the Owners of any other Lot. Large animals maintained on the Lot must be used for private, family purposes or consumption and not for commercial means;
- (b) *Number of Small Animals.* Each Parcel owner may maintain upon his or her property a certain number of small domestic animals, including, but not limited to, poultry, house pets, cats and dogs. The number of small animals kept on each Lot must be such that no noise or odor affects the Owners of any other Lot. Small animals maintained on the Lot must be used for pets, private, family purposes or consumption and not for commercial means;
- (c) *Swine.* A maximum of four (4) swine may be kept, bred or maintained on any Lot. All swine must be kept in such a manner that no undue noise or odor affects the Owners of any other Lot. All swine must be used for private, family purposes or consumption, not for commercial means; and
- (d) *Responsibility.* All persons keeping livestock or pets in Sybille Skye Ranch shall be strictly responsible for ensuring 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.

3.19 *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.

3.20 *Noxious Activity.* No noxious activity, lights, sounds or odors shall be allowed on the Lot, and the Owner specifically agrees to the following:

- (a) If night lighting is installed on the Lot, Owner shall install night lighting that is shielded and directed downward, away from neighboring properties and roads. No lights shall be emitted from the property which is unreasonably bright or causes unreasonable glare, or which casts upon the property of another; 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.

3.21 *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 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.

3.22 *Obligation to Conceal from View.* Any tanks (for the storage of water, oil, petroleum, or other fluids) or 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.

3.23 *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 FOUR: GENERAL PROVISIONS

4.01 *Assessments.* Grantor will provide for the initial grading and construction of access roads. Subsequently, the cost of maintenance, including snow removal, for the interior (non-county) common roads shown on the Original Plat shall be apportioned among the Parcel Owners sharing an easement on such roads, excluding the Grantor. Each Parcel Owner's obligation shall be apportioned on a pro-rata basis, with each lot apportioned an equal share. The allotted share each Owner pays for road maintenance and snow removal on the common road may be altered by agreement of all owners who share an easement on the particular road.

4.02 *No Further Subdivision.* Once a Lot has been sold by Swift Skye, LLC, it may not be further subdivided into smaller lots.

4.03 *Easements and Rights of Ways.* Easements and rights of way, including previous easements granted prior to the Original Plat, as shown on the title for each Lot, and easements 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. Grantor also reserves the right for future easements of convenience to further insure ingress and egress on Lots where roads have not yet been constructed. Future easements of convenience are also reserved for wires, pipes and conduits for heating, lighting, electricity, gas, telephone, sewer, water or any other public or quasi-public utility service purpose. All future easements are reserved with the understanding that the easements will be developed with the agreement of all affected Owners.

4.04 *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 seventy five percent (75%) of the then Owners of the Parcels have been recorded agreeing to change said Covenants in whole or in part.

4.05 *Enforcement of Covenants.* Enforcement by Owners or Grantor 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.

4.06 *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 Sybille Skye Ranch and which do not alter to the overall character of Sybille Skye Ranch. 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 seventy-five percent (75%) of the owners of Lots within Sybille Skye Ranch.

