

STATE OF WYOMING)
) SS:
COUNTY OF ALBANY)

**VEDAUWOO SPRINGS LLC
To
THE PUBLIC**

**DECLARATION OF PROTECTIVE COVENANTS
FOR
VEDAUWOO SPRINGS**

KNOW ALL MEN BY THESE PRESENTS, that VEDAUWOO SPRINGS LLC, a limited liability company organized under the laws of the State of Wyoming, being the owner in fee simple of all the real property known as VEDAUWOO SPRINGS, does hereby covenant, agree and make the following Declaration of Protective Covenants.

ARTICLE I: INTENT AND SCOPE OF COVENANTS

Section 1: **INTENT.** This Declaration of Protective Covenants is intended to facilitate and regulate the construction and placement of appropriate improvements within the real property, as well as the proper use of the property, for the purpose of preserving and enhancing the value, desirability, and attractiveness of Vedauwoo Springs.

Section 2: **SCOPE.** This Declaration of Protective Covenants applies to all of Tracts 1 through 20 Vedauwoo Springs, a parcel of land situated in the County of Albany, State of Wyoming, described as portions of Section 13, Section 24, and Section 25, Township 14 North, Range 72 West, of the 6th Principal Meridian, as shown on Survey Plat recorded in the office of the Albany County Clerk as Document #2000-

ARTICLE II: DEFINITION OF FREQUENTLY USED TERMS

Section 1: "Committee" shall mean and refer to the Architectural Control Committee as established pursuant to Article IV of this Declaration of Protective Covenants.

Section 2: "Declarants" shall mean and refer to the members of Vedauwoo Springs LLC executing this Declaration of Protective Covenants.

Section 3: "Owner" shall mean and refer to the record owner(s), whether one or more persons, of fee simple title to any Tract (or in the event of a "Contract for Deed" transaction involving any Tract, the Purchaser(s) thereunder), but, excluding those having such interest solely as security for the performance of any obligation, in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof.

Section 4: "Tract" shall mean a parcel designated as one of Lots 1-20 of the above referenced plat.

Section 5: "Association" shall mean and refer to Vedauwoo Springs Property Owners' Association, its successors and assigns, operated as a non-profit group. Members of the Association shall be the Owners of the Tracts in the entire project of Vedauwoo Springs. Officers will be elected from the twenty Tract Owners and will carry out the functions of the Association according to the by-laws as defined herein.

ARTICLE III: USES AND RESTRICTIONS

Section 1: **Principal Use.** It is intended that the Tracts within Vedauwoo Springs shall be used and occupied as rural residential/recreational sites for the full enjoyment of the Owner thereof subject to the covenants contained herein.

Section 2: **Nuisances.** No noxious or offensive activities constituting a nuisance shall be permitted on any Tract within Vedauwoo Springs. For purposes of this section, a "nuisance" shall be construed in light of case law precedent for the State of Wyoming. Notwithstanding the aforementioned, for purposes of this section the following activities upon any Tract shall be deemed a nuisance per se: discharging fireworks; operating all terrain vehicles (ATV's) or other off road recreational vehicles within Vedauwoo Springs (except upon

the designated private and public roadways if properly licensed and observing all traffic laws or upon the Tract owned by the owner of the vehicle for very limited times and purposes so as not to disturb the serenity of the area and/or leave tracks on the native turf.) No snowmobiles may be ridden across country at any time within Vedauwoo Springs.

Section 3: Commercial Enterprises. No commercial business activity other than a home occupation use in conformance with Section 4 below may be conducted upon any Tract within Vedauwoo Springs.

Section 4: Home Occupations. Home occupations are permitted, however, nothing in this section shall be construed to relieve any person from compliance with any and all State and/or County zoning regulations applicable to home occupations. The Owner shall be responsible to determine which regulations govern Owner's intended and actual home occupation use and shall be responsible for complying with those regulations.

In addition to, and notwithstanding anything in the State and/or County zoning regulations to the contrary, all home occupation uses within Vedauwoo Springs shall be in compliance with the following restrictions:

A. There shall be no offensive noises, vibrations, smoke, dust, odors, heat, or glare noticeable at or beyond the property line.

B. No storage or display of business materials, goods, supplies, commercial equipment, commercial tractors, and/or other heavy equipment shall be visible from the outside of any structure located on the property.

C. There shall be only incidental sales of stocks, supplies or products to customers and/or clients on the premises, however, catalogue, postal, and/or telephone sales are permitted. Retail trade or any other business activity involving customer traffic on a non-incidental basis is prohibited.

D. Employees working on the site of the home occupation shall only be bonafide and full-time residents of the home dwelling which is situated on the tract.

E. Notwithstanding anything hereinabove to the contrary, the following businesses/activities shall not be allowed upon any Tract within Vedauwoo Springs:

1) Body or mechanic repair to include any modification, assembly or painting of motor vehicles and repair of internal combustion engines, or any business where the following services are carried out: general repair, engine rebuilding or reconditioning of motor vehicles, collision service such as body, frame and fender straightening, and repair, painting and undercoating of automobiles and/or the sale of engine fuels, motor oils, lubricants, grease, tires, batteries and accessories. This exclusion is not intended to prohibit an Owner from working on his/her own personal vehicle(s) - including maintenance, repair, refurbishing, rebuilding - as long as such activity is within a completely enclosed garage or outbuilding which completely screens the sight and sound of the activity from adjoining property.

2) Any other home occupation which is determined as noxious, offensive, or annoying by the written vote of no less than Seventy-five percent (75%) of the then record Owners of the Tracts within Vedauwoo Springs.

Section 5: Dumping/Trash. No Tract shall be used or maintained as a dumping or storage ground for rubbish, scrap, debris, or junk including, but not limited to, Junked cars, appliances, building materials, etc. Trash, garbage, or other waste shall be kept only in sanitary containers which are emptied on a regular basis. No outdoor burning of trash or any other rubbish is permitted. A Tract Owner bears the responsibility to insure at all times that no trash, debris, or material of any kind be allowed to blow off of the Tract.

Section 6: Excavation. No refining, quarrying or mining operations of any kind shall be permitted upon and/or in any Tract. Nor shall underground fuel tanks, excavated tunnels, mineral excavations or shafts be permitted upon and/or in any Tract, except LP (propane) tanks.

Section 7: Vehicles. No vehicles, trailers, or any vehicular equipment shall be parked along any of the roadways within Vedauwoo Springs. Outdoor parking of no more than two (2) R.V.'s, fifth wheels, camp trailers, horse trailers, boats, boat trailers, and the like, shall be permissible, and only if said vehicles are situated away from the general view of adjacent landowners and away from the roadway side of any house. Unlicensed, unused, stripped down, partially wrecked, immobile or inoperative vehicles must be parked within a garage or

outbuilding. Truck-tractors and/or semi-trailers and/or commercial two axle vehicles which are twenty (20) feet in length or greater are not permitted to park anywhere within Vedauwoo Springs.

Section 8: Mobile Homes and Relocated Homes Prohibited. All home construction shall be new, on site construction and no mobile homes and/or modular homes shall be permitted. Pre-existing "stick-built" homes proposed to be relocated from other locations are also not permitted.

Section 9: Temporary Structures No structure of a temporary character (such as a tent, shack, basement, barrack, garage, barn or other outbuilding) shall be used on any Tract as a residence, or in such a repeated manner of practice that it takes on a permanent nature.

Section 10: Signs. No sign of any kind shall be displayed to the public view on any Tract except as follows: (1) the signs advertising the initial offering of Vedauwoo Springs; (2) One sign of not more than five square feet advertising the property for sale or rent; and (3) Signs of no more than 12 square feet used by a builder to advertise the property during the construction period only. (4) Billboards addressed in "Easements" which produce annual revenue in favor of Vedauwoo Springs Property Owners' Association.

Section 11: Single Family Homesites/further Division Restriction. No structure other than one private single family dwelling together with a private garage and/or appropriate outbuildings and barns as provided for hereinafter shall be erected, placed, or permitted to remain on any of the Tracts. No tract within Vedauwoo Springs may be further divided into smaller tracts.

Section 12: Antennas and Satellite Dishes. No more than one (1) television antenna (and/or a specialty antenna utilized for purposes other than television) is acceptable provided the same is less than twenty-five feet (25') in height. A television satellite dish two feet (2') or less in diameter which is affixed to a home, or which is situated within twelve feet (12') of the side of a home, is acceptable without prior Committee approval. Multiple satellite dishes or satellite dishes which are greater than two feet (2') in diameter, may be allowed provided the location(s) of the same are approved in writing by the Committee prior to installation.

ARTICLE IV: ASSOCIATION ORGANIZATION AND BY-LAWS

Section 1: Administration and Management. Owners of each Tract shall become a member of the Association upon conveyance to them of their Tract and shall remain a member for the period of the ownership. The Association shall be granted all of the powers necessary to govern, maintain, manage, repair, administer and regulate the project and to perform all of the duties required of it. The Association shall grant to each first mortgagee of the Tract the right to examine the books and records of the Association at any reasonable time.

Section 2: Association Function. The Association shall manage and control the negotiation and contracts for telephone and electric service to each Tract or buildsite. The Association will define criterion for road maintenance and snow removal, gates, common fencing, and security issues, along with necessary assessments. The association will also administer the contracts and income, if any, from billboards located along the I-80 corridor on behalf of all tract owners.

Section 3: Transfer. Except as otherwise expressly stated herein, any of the rights, interest, and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

Section 4: Voting Rights. Association members shall all be Owners and shall be entitled to one (1) vote for each Tract owned. When more than one (1) person holds an interest in any Tract, all such persons shall be members. The vote for such Tract shall be exercised as they determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Tract.

Section 5: Rules and Regulations. The Association may make and adopt reasonable rules and regulations and By Laws governing the use of the Tract which shall be consistent with the rights and duties established in this Declaration. The Association may suspend any

Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owner under this Declaration. The Association may also take litigative action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for noncompliance. Such damages shall include payment of the Association's attorney fees.

Section 8: Notice and Quorum for any Action Authorized. Written notice of any meeting called for the purpose of taking any action authorized shall be sent to all members not less than thirty (30) days, nor more than forty-five (45) days, in advance of the meeting. The presence of members or proxies entitled to cast sixty percent (60%) of all votes of membership shall constitute a quorum.

ARTICLE V: ARCHITECTURAL CONTROL

Section 1: Architectural Control Committee. The Architectural Control Committee shall initially consist of Declarant, its successors or assigns, for so long as any Tracts of Vedauwoo Springs remain unsold. When all Tracts are sold, the Architectural Control Committee shall consist of Declarant and two (2) members which are Owners of one or more Tracts. If, at any time, Declarant, in its sole discretion, shall withdraw from the Architectural Control Committee, a replacement member shall be elected from among the members of the Association.

All Committee actions or decisions shall be by majority vote. The Committee may designate a representative to act for it, which representative may or may not be a member of the Committee. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to any compensation of any kind for services performed pursuant to this covenant. In the event of a vacancy due to the death, termination, or resignation of any member, a replacement member shall be elected from among the members of the Association in which case notice of the successor's identity shall be recorded in the Office of the Clerk and Recorder of Albany County, Wyoming.

The approval or consent of the Committee or its representative on matters properly coming before it shall be conclusive and binding on all interested persons. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any governmental official, commission, or agency. During the construction phase, or at any other applicable time, Owner shall be solely responsible for obtaining any and all permits, applications, or other written instruments required by any private, public, or governmental agency.

Section 2: Submission to Committee. No home or outbuilding shall be constructed or erected on any Tract within Vedauwoo Springs until the submission requirements in the following Section have been complied with and the Committee has approved the submission data.

Section 3. Submission Requirements. Prior to the initial construction of a home or outbuilding, the Owner must submit the following data to the Committee:

- a. A plan for the proposed home or outbuilding which shall include the following information: square footage, floor plan, drawings of exterior elevations of the structure, and specifications describing external colors and materials including the roofing material.
- b. A site plan of the Tract showing the location of all proposed structures, well, and septic system.
- c. Any other information as may be required by the Committee in order to ensure compliance with the requirements contained herein.

Section 4. Approval Standards and Procedures. The Committee shall consider the submission data in light of the requirement, restrictions, intent, and spirit of this Declaration of Protective Covenants. Approval shall be based upon, among other things: compliance with the terms provided for in Article V entitled "Standards Relating to Improvements;" reasonable aesthetic appeal (including colors, materials, and designs); the proposed location of the home or outbuilding in relation to the topography, the roads, and the adjacent Tracts; and the conformity and harmony of the proposed home or outbuilding and/or the use of a Tract with the intent and spirit of all provisions in this Declaration of Protective Covenants.

The Committee shall inform the applicant of its decision within twenty (20) days of the submission of all the required data. In the event the Committee disapproves of any submitted

plans, the Committee shall, if requested, make reasonable efforts to assist and advise the applicant in achieving an acceptable submittal. The denial of any submission shall be accompanied by a written statement of the basis for the denial.

The Committee or its representative shall not be liable for any claims, charges, or damages of any nature whatsoever by reason of any approval or disapproval by the Committee or its representative with respect to any submission made pursuant to this Article.

Section 5: Renovations. No substantial alteration or renovation of the exterior of any home or outbuilding situated on a Tract shall be performed without receiving Committee approval of the same after complying with Article V, Section 3, hereinabove.

Section 6: Commencement and Completion of Approved Construction. Once plans for construction have been approved by the Committee, it is expected that construction shall commence within six (6) months from the date of approval. If construction has not commenced within six (6) months from the date of approval, said approval shall be deemed expired and the submission and approval process will have to be reinitiated. Once construction begins, any home or improvement or alteration thereto approved by the Committee shall be diligently pursued to completion. All homes and other improvements on any Tract shall be substantially completed within one (1) year after commencement of construction unless a longer period is established by the Committee at the time of the approval of the construction plans.

ARTICLE VI: STANDARDS RELATING TO IMPROVEMENTS

Section 1: General. The following standards create a minimum code of uniformity for the construction of homes and/or outbuildings within Vedauwoo Springs.

Section 2: Minimum Square Footage. The dwelling on any Tract must have a minimum fully enclosed ground floor area devoted to living purposes of no less than eight hundred (800) square feet; except if dwelling has multiple levels, and minimum living area of the first floor area may be reduced, provided that the total living area of the multiple levels is not less than one thousand (1000) square feet. Said minimum square footage standards are exclusive of basements, porches, terraces and attached garages.

Section 3: Criteria for Home Exterior. Exterior wall and roof coverings, including type and color, must harmonize with the surroundings so as to minimally affect the natural setting and views.

Section 4: Garages. Attached garages are not required, however, see Article III, Section 7 pertaining to parking of vehicles.

Section 5: Location and Orientation of Improvement/Minimum Building Setbacks. A site plan depicting the location and orientation of all proposed improvements must be submitted and approved by the Committee as provided for in Article V hereinabove. The proposed location and orientation of improvements upon a particular Tract are important factors considered by the Committee taking into account, among other things, the topography of the particular Tract, the views, and the desire to maintain a minimum degree of symmetry, harmony, and balance among all improvements situated within Vedauwoo Springs. Inasmuch as each Tract and the intention of each Owner for construction thereon presents a unique setting, each site plan shall be evaluated and approved by the Committee on a case by case basis rather than attempting to specify detailed requirements for the location and orientation of improvements herein. As a general rule, however, the following minimum criteria shall apply subject to the case by case evaluation by the Committee during the approval process:

With respect to the location of improvements upon a Tract, the following minimum setbacks shall be required in relation to front, rear, and side property lines unless otherwise approved in writing by the Committee: the minimum setbacks for the front of all Tracts shall be no less than fifty (50) feet. The minimum setbacks for the sides of all Tracts shall be no less than fifty (50) feet. The minimum setbacks for the rear of all Tracts shall be no less than fifty (50) feet.

With the exception of fencing, in all cases the aforementioned setbacks shall pertain to any and all permanent improvements of any nature including, but not limited to, wells and septic systems.

Section 6: Outbuildings. No more than one (1) outbuilding (not including barns) shall be permitted on any Tract. Unless otherwise approved by the Committee in writing, the maximum size of any outbuilding shall be thirty-two hundred (3200) square feet and the maximum height of the side-walls and/or eaves of any building shall be fourteen (14) feet.

The distance and location of an outbuilding in relation to the home and other improvements must be approved by the Committee, the intent being that the respective improvements must be appropriately integrated. Construction of any outbuilding shall not precede, but, may be contemporaneous with, or subsequent to, the construction of the residence. In any event, no outbuilding may be utilized until the residence is complete and occupied.

Any plan for an outbuilding must be submitted and approved by the Committee as provided for in Article V hereinabove.

Section 7: Barns. In addition to an outbuilding as provided for in the preceding section, one (1) barn/stable facility shall be permitted on any Tract. Unless otherwise approved by the Committee in writing, the maximum size of any barn/stable facility shall be twenty-four hundred (2400) square feet and the maximum height of the side-walls and/or eaves of any barn/stable facility shall be twelve (12) feet.

The distance and location of a barn/stable facility in relation to the home and other improvements must be approved by the Committee, the intent being that the respective improvements must be appropriately integrated. Construction of any barn/stable facility shall not precede, but may be contemporaneous with or subsequent to the construction of the residence. In any event, no barn, stable facility may be utilized until the residence is complete and occupied.

Any plan for a barn/stable facility must be submitted and approved by the Committee as provided for in Article V hereinabove.

Section 8: Tract Approaches and Protection of Ground Cover. An approach for vehicular traffic onto a Tract must be installed at the commencement of any construction upon said Tract in order to protect the shoulders of the road and the natural turf. Owners shall direct all vehicular traffic, for construction purposes or otherwise, to enter and exit only upon said approach and to use one path leading to and from the construction site in order to protect and preserve the native ground cover.

Section 9: Interior Access to Tracts. All Tracts within Vedauwoo Springs shall be accessed off the roadways situated within the interior of Vedauwoo Springs.

Section 10: Electricity and Telephone. All utility extensions from the main line to homes and other improvements within Vedauwoo Springs shall be underground. Provisions will be made for Property Owners to cooperate and mutually participate in costs and preplanning of all utilities. Each Tract owner has the responsibility to coordinate with the Property Owners Association to minimize cost and properly distribute rebates as may occur when hookups are established for extensions of service to their respective property.

Section 11: Fences. Privacy fencing and/or boundary fencing is allowed subject to Committee approval. Any and all boundary fencing to be constructed subsequent to the time of the filing of these covenants shall not include barbed wire, sheep wire, or steel "T-posts" unless approved by the Committee. All fences except those which immediately surround a homesite and/or small yard, shall meet Wyoming Department of Game and Fish standards so as not to adversely effect the movement of wildlife. It is the responsibility of the Tract Owner to adequately and appropriately provide fencing for any allowable animals. Owner must keep fencing in state of good repair and must promptly remove any accumulation of trash and/or debris against the same. Any snow and/or wind fencing shall be utilized on a seasonal basis only and shall not be erected before October 1st, and shall be removed by June 1st of any calendar year.

Section 12: Maintenance of Homes, Improvements, and Tracts. All Owners shall maintain or provide for the maintenance of homes and improvements upon their Tracts. Tracts shall be kept free from noxious weeds which, in the reasonable opinion of the Committee,

constitute a nuisance or are likely to spread to neighboring property or to adversely affect wildlife and habitat.

Section 13: Outside Flood/Area Lights. Unless otherwise approved by the Committee, no freestanding light pole for automatic all-night flood/area lighting is acceptable on any Tract. Flood type lighting is required to be attached to buildings and is required to be downwardly directed only. This paragraph is not intended to otherwise prohibit other exterior lighting incidental and/or attached to homes, outbuildings, and/or barns.

Section 14: Rebuilding Or Restoration. If any residence or other improvement is destroyed in whole or in part by fire, windstorm or from some other cause, it must be rebuilt or all debris must be removed and the Tract restored to a slightly condition. Any such rebuilding or restoration must be commenced within three (3) months after the damage or destruction occurs and, thereafter, diligently pursued to completion within a reasonable time - not to exceed one (1) year after the date the damage occurred unless a longer period is otherwise approved by the Committee due to unusual circumstances.

ARTICLE VII: LANDSCAPING

Section 1: Landscaping. Soil immediately surrounding a homestead which has been disturbed during the construction phase shall be reseeded with a native turf mix or other grass of Owner's choice within one (1) year after the completion of construction of the primary residence. Trees, shrubs, or other landscaping elements such as rocks, wood chips, bark and mulched or graveled materials are also acceptable. The use of drought resistant and/or low maintenance grass is encouraged. Drip irrigation systems for trees and/or shrubbery are permitted without restriction.

ARTICLE VIII: ANIMALS

Section 1: Domestic Pets. Commonly accepted domestic pets may be kept on all Tracts provided they are not maintained or kept for commercial or breeding purposes. All such domestic pets will be under the control of the Owner at all times and will not be allowed to run free off an Owner's Tract. No animal of any kind shall be permitted which in the opinion of the Committee makes an unreasonable amount of noise or odor or which is a nuisance or threatens wildlife.

Section 2: Horses or Llamas. Horses and/or llamas shall be permitted on all Tracts within Vedauwoo Springs subject to the following conditions and requirements:

No more than a total of four (4) horses and/or llamas, collectively, may be kept for recreational purposes on each Tract. The maximum number of horses and/or llamas per Tract may be exceeded by one (1) horse and/or llama only in the event of the birth of an offspring, however, this exception shall expire after one hundred and eighty (180) days. In any case where an Owner elects to have horses and/or llamas upon the Tracts permitted, adequate barn/stable facilities, adequate fencing, and adequate non-grazing feeding arrangements must first be demonstrated and approved by the Committee. Under no circumstances shall extreme and/or severe grazing be permitted. The boarding of horses and/or llamas not belonging to the Owner of the Tract is strictly prohibited. The operation of commercial riding stables and/or arenas is prohibited. Approved barns/stables and/or corrals shall be maintained in compliance with all lawful sanitary regulations. Riding arenas which necessitate the tilling of the soil for the arena bed must be approved by the Committee and shall be evaluated in terms of the size of the proposed area to be tilled and the location of the particular Tract.

Section 3: Other Farm Animals. As a general proposition, other farm animals - such as cows, sheep, chickens, and swine shall not be permitted on a permanent basis. This covenant is not intended to prohibit 4-H, FFA or other similar non-commercial projects limited in scope and duration subject to written approval of the Association.

Section 4: Other Animals. Other animals not referred to in Sections 1,2, or 3 of this Article may be allowed, on a case by case basis, subject to Committee approval.

ARTICLE IX: EASEMENTS

Section 1: Road Easements. All road easements within Vedauwoo Springs except Blair Road as referenced on the recorded plat are for the exclusive use of Tract Owners and their guests with the following exceptions: emergency vehicles, construction and service of

utilities, construction and service of billboards (if any), propane delivery, contractors for home construction and repairs, and any use required by law. See exhibit A attached.

Section 2: Equestrian/Pedestrian Easements. Equestrian/pedestrian easements as shown on the recorded plat for Vedauwoo Springs are granted within Vedauwoo Springs for access to National Forest, within the easement, over and across the Tracts to which said equestrian/pedestrian easements are appurtenant. Said equestrian/pedestrian easements as depicted on the recorded plat for Vedauwoo springs are forty (40) feet wide and centered on rear and side Tract lines - twenty (20) feet on each side of the Tract line - unless otherwise noted on the recorded plat. Each Owner of a Tract to which said equestrian/pedestrian easements are appurtenant acknowledges the right of individuals on horseback and/or on foot to pass over and across the Owner's Tract within the boundaries of the easement. If there is a reason such as proximity to home, outbuilding or particular landscaping, an easement width or location can be restricted provided it is clearly marked by the property owner. An Owner shall not fence across or within said equestrian/pedestrian easements. See recorded map of Vedauwoo Springs.

Individuals utilizing said equestrian/pedestrian easements must do so for passage only and must be respectful and considerate of the rights and feelings of the Owner's of the Tracts to which said equestrian/pedestrian easements are appurtenant. Accordingly, the following guidelines for use of said equestrian/pedestrian easements are hereby imposed. Passage through said equestrian/pedestrian easements are only permitted on horseback or on foot. Motor vehicles of any nature whatsoever are strictly prohibited. Said equestrian/pedestrian easements are for passage only. Other than the horse upon which an individual may be riding, absolutely no other pets or animals shall be allowed to accompany individuals on horseback when using said easements except for a foal on a halter with rope. Any pet accompanying a pedestrian using said easements must be on a collar and leash. Littering is strictly prohibited. Grazing horses or other livestock within said equestrian/pedestrian easements is prohibited.

ANY USER OF SAID EQUESTRIAN/PEDESTRIAN EASEMENTS USES THE SAME AT HIS/HER OWN RISK OF INJURY, DEATH OR DAMAGE TO SAID USER'S PERSON OR PROPERTY.

NOTHING IN THIS PROVISION SHALL BE CONSTRUED BY AN OWNER TO ALLEVATE THE RESPONSIBILITY TO PROCURE AT HIS/HER EXPENSE LIABILITY INSURANCE FOR INJURY, DEATH, OR DAMAGE OCCURRING ON HIS/HER TRACT.

Section 3: Drainage Easements: No improvements of any kind shall be permitted within Vedauwoo Springs which obstruct or divert flow of any natural drainage.

Section 4: Utility Easements: Power and telephone easements which provide service to each Tract are shown on the recorded plat. Each property owner must allow additional easements or variations, if required, to minimize costs through more efficient routing or to improve service. All utility easements require in-ground installation except where overhead lines are required across I-80 and where necessary to cross ponds, streams, or ravines where trenching equipment cannot reasonably be employed. See exhibit B attached.

Section 5: Billboards: Easements for existing billboards will be recorded on behalf of the Vedauwoo Springs Property Owners Association so that all income (if any) derived from billboards will benefit all property owners.

ARTICLE X: GENERAL PROVISIONS

Section 1: Enforcement and Remedies. These covenants, conditions and restrictions may be enforced by any legal or equitable Owner(s), or by the Committee, or the Declarants and their successors and assigns, by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant(s). Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available. The party found to have violated these Covenants shall be responsible for the reasonable attorney's fees incurred by the Owner(s), Committee, and/or Declarants in the proceedings either to enjoin a violation or for the recovery of the damages. The failure to enforce or cause the abatement of any violation of these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within these Covenants.

Although it is a right, it is not the obligation nor the responsibility of the Committee or Declarants to prosecute violations of these Covenants on behalf of any Owner(s). Under no circumstances shall an Owner bring any claim, demand, or action against the Committee or Declarants relating in any way to a violation of the covenants by another Owner.

Section 2. Assessments:

A. Personal Obligation of Assessments. The Declarant, for each Tract owned within Vedauwoo Springs, hereby covenants, and each Owner of any Tract by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges as determined, from time to time, by the Association to be due and owing by the Owners;

(2) Special assessments for utilities.

B. Creation of the Lien. Said assessments and special assessment, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property 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 property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to an Owner's successors in title unless expressly disclaimed by them by notice to the Association prior to transfer of title.

C. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Tracts and for the improvement, maintenance and operation of the roads situated within Vedauwoo Springs, and other activities mutually approved for joint benefit of Owners.

D. Notice of Quorum for any Action Authorized Under this Section. Without regard for any other provisions for notice of meetings, written notice of any meeting called for the purpose of taking any action authorized under this Section shall be sent to all members not less than thirty (30) days nor more than forty-five (45) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

E. Rate of Annual Assessments. The annual assessments as determined under the preceding paragraphs shall be uniform among all Owners and shall be collected in annual installments.

F. Rate of Special Assessments. Any special assessment as determined hereunder shall be apportioned equally among all Owners and shall be collected in the manner approved by the Association in accordance with this Declaration.

G. Date of Commencement of Assessments; Due Dates. Unless otherwise determined by the Association, the Annual assessment period provided for herein shall be for a calendar year, from January 1 to December 31. Assessments shall commence as amount of and reason for assessments are determined by the Association, except that no assessment will be due in less than 30 days from said determination of assessment. The Association shall fix the amount of any annual assessment against each purchased Tract at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Tract have been paid.

H. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association shall be entitled to bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, in its discretion. In any event, the Association shall be entitled to recover costs and reasonable attorneys' fees occasioned by the Owner's failure to timely pay said assessment.

I. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Tract shall not effect the assessment lien; however, the sale or transfer of any Tract pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Tract from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration of Protective Covenants shall run with and bind Vedaawoo Springs for a term of twenty (20) years from the date this Declaration of Protective Covenants is recorded in the Office of the Clerk and Recorder of the County of Albany, State of Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated by written vote of two-thirds (2/3) or more of the then record Owners.

This Declaration of Protective Covenants may be amended in whole or in part during the first twenty (20) year period by a written instrument executed by two-thirds (2/3) or more of the then record Owners.

Any termination or amendment to this Declaration of Protective Covenants must also be approved in writing by the Declarants (or their successors) in order to be valid. Any termination or amendment which has been approved by the Declarants must be recorded in the Office of the Clerk and Recorder of Albany County, Wyoming.

Whenever a vote of the Owners is required in this Declaration of Protective Covenants, an Owner shall be entitled to one (1) vote for each Tract owned. Two or more persons owning a Tract (e.g., joint ownership by a husband and wife, etc.) shall collectively be entitled to one (1) vote per Tract.

Section 4. Benefits and Burdens. The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarants and the Owners of the Tracts located within Vedaawoo Springs and their respective heirs, successors, personal representatives and assigns.

Section 5: Severability. Invalidation of any one of the provisions or restrictions in this Declaration of Protective Covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 6: Variances. Variances to any of the covenants contained herein may be granted by the Committee as appropriate in special cases and circumstances, at the sole discretion of the Committee, on an extremely limited case by case basis. Any and all variances must be approved in writing by the Committee.

Section 7: No Liability: Neither Declarants, the Architectural Control Committee, Vedaawoo Springs LLC, members of Vedaawoo Springs LLC, Kenneth D. DeJohn, Charles M. Fanning and/or Deborah A. Fanning, Ernest R. Adams, and/or Jane Adams or any successors or assigns of the aforementioned shall be liable for damages or otherwise liable to anyone or to any Owner by reason of mistake in judgment, negligence, nonfeasance or for any act or omission whatsoever arising out of or in any way related to any of the covenants or provisions in this "Declaration Of Protective Covenants" in its entirety including, but not limited to, the approval, disapproval, or failure to approve any plans, specifications or variance.

EXHIBIT A

DESCRIPTION BITTERROOT ROAD

A 30.00 foot easement for road purposes across Sections 13, 24 and 25, Township 14 North, Range 72 West of the 6th P.M., Albany County, Wyoming. Said 30.00 foot road easement being 15.00 feet on each side of the following described centerline:

Beginning at a point on the centerline of Blair-Wallis Road from which the northwest corner of said Section bears N.79°53'08"W. (when considering the north line of the NW¼ of said Section 13 to have a bearing of S.89°56'18"E.), a distance of 516.57 feet; thence S.03°23'37"W., a distance of 41.78 feet; thence S.45°37'04"W., a distance of 360.07 feet; thence S.24°35'47"E., a distance of 403.91 feet; thence S.19°09'55"E., a distance of 123.03 feet; thence S.23°36'42"E., a distance of 205.65 feet; thence S.15°00'21"E., a distance of 185.99 feet; thence S.09°33'58"E., a distance of 68.32 feet; thence S.02°32'59"E., a distance of 132.22 feet; thence S.24°58'43"W., a distance of 112.18 feet; thence S.06°12'47"W., a distance of 139.12 feet; thence S.09°17'05"E., a distance of 633.01 feet; thence S.10°32'49"E., a distance of 64.95 feet; thence S.10°32'49"E., a distance of 49.47 feet; thence S.15°28'57"E., a distance of 168.47 feet; thence S.10°50'18"E., a distance of 121.70 feet; thence S.10°26'50"E., a distance of 66.73 feet; thence S.10°26'50"E., a distance of 82.43 feet; thence S.20°22'52"E., a distance of 119.39 feet; thence S.31°29'14"E., a distance of 134.00 feet; thence S.18°14'59"E., a distance of 74.72 feet; thence S.03°00'24"E., a distance of 121.78 feet; thence S.16°39'49"E., a distance of 44.24 feet; thence S.24°39'03"E., a distance of 187.46 feet; thence S.20°13'01"E., a distance of 46.41 feet; thence S.28°38'51"E., a distance of 119.07 feet; thence S.35°29'50"E., a distance of 91.28 feet; thence S.27°10'06"E., a distance of 78.62 feet; thence S.17°44'54"E., a distance of 227.07 feet; thence S.27°41'16"E., a distance of 166.38 feet; thence S.42°59'57"E., a distance of 175.20 feet; thence S.08°15'50"E., a distance of 54.33 feet; thence S.01°33'18"E., a distance of 86.41 feet; thence S.26°51'52"E., a distance of 70.40 feet; thence S.28°45'07"E., a distance of 377.57 feet; thence S.28°45'07"E., a distance of 1404.14 feet; thence S.28°25'56"E., a distance of 211.77 feet; thence S.25°58'07"E., a distance of 166.33 feet; thence S.28°45'42"E., a distance of 224.16 feet; thence S.28°45'42"E., a distance of 698.19 feet; thence S.28°45'42"E., a distance of 460.68 feet; thence S.60°50'35"E., a distance of 73.90 feet; thence S.21°05'44"E., a distance of 43.39 feet; thence S.11°05'32"E., a distance of 104.23 feet; thence S.28°47'08"E., a distance of 211.03 feet; thence S.28°47'08"E., a distance of 155.56 feet; thence S.40°32'16"E., a distance of 133.87 feet; thence S.29°35'56"E., a distance of 474.15 feet; thence S.21°59'16"E., a distance of 309.86 feet; thence S.31°59'04"E., a distance of 94.94 feet; thence S.44°38'51"E., a distance of 88.86 feet; thence S.28°06'02"E., a distance of 310.83 feet; thence S.19°53'51"E., a distance of 167.53 feet; thence S.30°13'53"E., a distance of 673.52 feet; thence S.36°21'17"E., a distance of 644.74 feet; thence S.58°33'46"E., a distance of 158.36 feet; thence S.48°18'05"E., a distance of 146.30 feet to a point on the east line of said Section 25 and said centerline there terminating from which the northeast corner of said Section 25 bears N.00°02'47"W., a distance of 217.68 feet.

EXHIBIT A

CONTINUED

DESCRIPTION ASPEN VALLEY ROAD

A 30.00 foot easement for road purposes across a portion of Section 13, Township 14 North, Range 72 West of the 6th P.M., Albany County, Wyoming. Said 30.00 foot road easement being 15.00 feet on each side of the following described centerline:

Beginning at a point on the centerline of Bitterroot Road from which the northwest corner of said Section 13 bears N.22°51'23"W. (when considering the north line of the NW $\frac{1}{4}$ of said Section 13 to have a bearing of S.89°56'18"E.) a distance of 1557.56 feet; thence S.35°15'20"E., a distance of 233.99 feet; thence S.77°23'56"E., a distance of 201.86 feet; thence S.72°23'13"E., a distance of 311.96 feet; thence S.55°35'54"E., a distance of 76.82 feet; thence S.46°39'36"E., a distance of 508.47 feet and said centerline there terminating from which the northwest corner of said Section 13 bears N.37°42'21"W., a distance of 2726.55 feet.

DESCRIPTION STAGHORN ROAD

A 30.00 foot easement for road purposes across a portion of Section 13 and Section 24, Township 14 North, Range 72 West of the 6th P.M., Albany County, Wyoming. Said 30.00 foot road easement being 15.00 feet on each side of the following described centerline:

Beginning at a point on the centerline of Bitterroot Road which the northwest corner of said Section 13 bears N.20°36'28"W. (when considering the north line of the NW $\frac{1}{4}$ of said Section 13 to have a bearing of S.89°56'18"E.) a distance of 6433.15 feet; S.79°04'22"E., a distance of 114.95 feet; thence N.88°01'01"E., a distance of 98.90 feet; thence N.75°04'49"E., a distance of 197.78 feet; thence N.60°28'04"E., a distance of 49.16 feet; thence N.38°43'15"E., a distance of 89.16 feet; thence N.18°17'51"E., a distance of 85.41 feet; thence N.47°45'47"E., a distance of 88.74 feet; thence N.66°15'10"E., a distance of 445.70 feet; thence N.77°48'03"E., a distance of 63.14 feet; thence N.82°41'33"E., a distance of 518.23 feet; thence S.85°06'10"E., a distance of 94.97 feet; thence N.67°33'31"E., a distance of 94.88 feet; thence N.43°46'44"E., a distance of 65.31 feet; thence N.22°28'44"E., a distance of 53.52 feet; thence N.01°30'30"W., a distance of 113.15 feet; thence N.12°13'09"E., a distance of 285.86 feet; thence N.27°19'33"E., a distance of 92.37 feet; thence N.37°58'45"E., a distance of 523.64 feet; thence N.19°19'58"E., a distance of 143.52 feet; thence N.00°03'22"E., a distance of 234.79 feet; thence N.23°14'47"E., a distance of 146.36 feet and said centerline there terminating from which the northwest corner of said Section 13 bears N.49°35'10"W., a distance of 6137.56 feet.

EXHIBIT B

DESCRIPTION 20 FOOT UTILITY EASEMENT

A 20.00 foot easement for utility purposes across Sections 13, 24 and 25, Township 14 North, Range 72 West of the 6th P.M., Albany County, Wyoming. The centerline of said 20.00 foot utility easement is intended to be 18.25 feet easterly of and contiguous with that 16.5 foot easement recorded in Book 136 at Page 4 Albany County Records where adjacent to said easement. Said 20.00 foot utility being 10.00 feet on each side of the following described centerline:

Beginning at a point on the north line of said Section 13 from which the northwest corner of said Section 13 bears N.89°56'18"W., a distance of 55.14 feet; thence S.35°17'14"E., a distance of 182.73 feet; thence S.24°08'54"E., a distance of 981.54 feet; thence S.24°14'15"E., a distance of 1603.49 feet; thence S.24°07'59"E., a distance of 600.25 feet; thence S.62°25'13"E., a distance of 379.42 feet; thence S.62°30'00"E., a distance of 446.05 feet; thence S.27°50'27"E., a distance of 344.09 feet; thence S.34°46'37"E., a distance of 60.26 feet; thence S.34°25'49"E., a distance of 981.96 feet; thence S.34°38'22"E., a distance of 620.36 feet; thence S.34°15'30"E., a distance of 357.34 feet; thence S.14°15'11"E., a distance of 810.48 feet; thence S.14°19'06"E., a distance of 187.65 feet; thence S.14°11'14"E., a distance of 1715.47 feet; thence S.28°28'40"E., a distance of 746.33 feet; thence S.78°40'14"W., a distance of 713.32 feet to the easterly right-of-way line of Interstate Highway 80 and said centerline there terminating from which the southeast corner of said Section 24 bears S.38°23'40"E., a distance of 2140.39 feet.

AND DESCRIPTION 20 FOOT UTILITY EASEMENT

A 20.00 foot easement for utility purposes across a portion of Section 13, Township 14 North, Range 72 West of the 6th P.M., Albany County, Wyoming. Said 20.00 foot utility easement being 10.00 feet on each side of the following described centerline:

Beginning at a point on the easterly right-of-way line of Interstate Highway 80 from which the northwest corner of said Section 13 bears N.26°25'20"W. (when considering the north line of the NW¼ of said Section 13 to have a bearing of S.89°56'18"E.) a distance of 217.26 feet; thence N.63°50'52"E., a distance of 12.93 feet; thence S.86°43'27"E., a distance of 1304.78 feet; thence S.86°06'06"E., a distance of 798.78 feet; thence S.88°42'50"E., a distance of 553.18 feet; thence S.87°34'09"E., a distance of 612.85 feet; thence S.67°57'26"E., a distance of 522.53 feet; thence S.61°12'26"E., a distance of 77.00 feet; thence S.38°11'26"E., a distance of 1739.88 feet; thence S.18°00'58"W., a distance of 522.94 feet; thence S.25°10'51"W., a distance of 215.22 feet; thence S.89°58'15"W., a distance of 930.93 feet; thence S.07°16'37"W., a distance of 304.19 feet; thence S.62°59'42"E., a distance of 506.84 feet; thence S.51°46'03"E., a distance of 293.92 feet; thence S.31°44'06"E., a distance of 577.39 feet; thence S.36°07'53"W., a distance of 154.53 feet and said centerline there terminating from which the northwest corner of said Section 13 bears N.49°35'10"W., a distance of 6137.56 feet.

EXHIBIT B

CONTINUED

DESCRIPTION 30 FOOT UTILITY EASEMENT

A 30.00 foot easement for utility purposes across a portion of Section 13 and Section 24, Township 14 North, Range 72 West of the 6th P.M., Albany County, Wyoming. Said 30.00 foot utility easement being 30.00 feet on each side of the following described centerline:

Beginning at a point on the centerline of Bitterroot Road which the northwest corner of said Section 13 bears N.20°36'28"W. (when considering the north line of the NW $\frac{1}{4}$ of said Section 13 to have a bearing of S.89°56'18"E.) a distance of 6433.15 feet; S.79°04'22"E., a distance of 114.95 feet; thence N.88°01'01"E., a distance of 98.90 feet; thence N.75°04'49"E., a distance of 197.78 feet; thence N.60°28'04"E., a distance of 49.16 feet; thence N.38°43'15"E., a distance of 89.16 feet; thence N.18°17'51"E., a distance of 85.41 feet; thence N.47°45'47"E., a distance of 88.74 feet; thence N.66°15'10"E., a distance of 445.70 feet; thence N.77°48'03"E., a distance of 63.14 feet; thence N.82°41'33"E., a distance of 518.23 feet; thence S.85°06'10"E., a distance of 94.97 feet; thence N.67°33'31"E., a distance of 94.88 feet; thence N.43°46'44"E., a distance of 65.31 feet; thence N.22°28'44"E., a distance of 53.52 feet; thence N.01°30'30"W., a distance of 113.15 feet; thence N.12°13'09"E., a distance of 285.86 feet; thence N.27°19'33"E., a distance of 92.37 feet; thence N.37°58'45"E., a distance of 523.64 feet; thence N.19°19'58"E., a distance of 143.52 feet; thence N.00°03'22"E., a distance of 234.79 feet; thence N.23°14'47"E., a distance of 146.36 feet and said centerline there terminating from which the northwest corner of said Section 13 bears N.49°35'10"W., a distance of 6137.56 feet.

IN WITNESS WHEREOF, this Declaration of Protective covenants has been executed
this _____ day of _____, 2000.

Vedauwoo Springs LLC, Grantor

Kenneth D. DeJohn
By: Kenneth D. DeJohn

Charles M. Fanning
By: Charles M. Fanning

Ernest R. Adams
By: Ernest R. Adams

STATE OF WYOMING)

) SS.

COUNTY OF ALBANY)

The foregoing "Declaration of Protective Covenants for Vedauwoo Springs" was acknowledged before me by Kenneth D. DeJohn, Charles M. Fanning, and Ernest R. Adams in their capacities as Managers for the members of Vedauwoo Springs LLC this 24 day of May, 2000.

Witness my hand and official seal.

Lynne Knoll
Notary Public

My commission expires:



FILE DATE: 05/24/2000 FILE TIME: 02:03 PAGE #: 0015 OF 0015
ALBANY COUNTY, WY, JACKIE R GONZALES - COUNTY CLERK DOC #: 2000 2934

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

SCRIVENER'S AFFIDAVIT

COMES NOW Vedauwoo Springs, LLC, a Wyoming limited liability company, by and through its undersigned authorized members and managers, all being of legal age and first duly sworn, do hereby respectively state and affirm as follows:

1. That Vedauwoo Springs, LLC is the record owner of that real property now known and platted as Vedauwoo Springs, as shown on that RECORD OF SURVEY FOR VEDAUWOO SPRINGS, dated and recorded on May 24, 2000 as Document #2000 2934 in the Albany County Clerk's office, Albany County, Wyoming.

2. That Vedauwoo Springs, LLC executed and recorded that "DECLARATION OF PROTECTIVE COVENANTS FOR VEDAUWOO SPRINGS" on May 24, 2000 as Document # 2000 2933 in the Albany County Clerk's office, Albany County, Wyoming (herein "Declaration") affecting said subdivision.

3. That there was an unintentional omission from the last line of "Article I, Section 2: SCOPE" of said Declaration relating to the recording information for the survey plat of said Vedauwoo Springs subdivision.

4. That said omission is hereby corrected and the following recording information is hereby added to correct said "Section 2: Scope", as follows:

This Declaration of Protective Covenants applies to all of Tracts 1 through 20 Vedauwoo Springs, a parcel of land situated in the County of Albany, State of Wyoming, described as portions of Section 13, Section 24, and Section 25, Township 14 North, Range 72 West, of the 6th Principal Meridian, as shown on that Record of Survey recorded in the office of the Albany County Clerk as Document # 2000 2933.

5. That the above described section should be and is hereby corrected as set forth above.

6. That this Scrivener's Affidavit is made pursuant to Wyoming Statute § 34-11-101.

DATED this 2nd day of June, 2000

Vedauwoo Springs LLC, a Wyoming limited liability company

BY: Kenneth D. DeJohn
Kenneth D. DeJohn, Member

BY: Ernest R. Adams
Ernest R. Adams, Member

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The above and foregoing SCRIVENER AFFIDAVIT was acknowledged before me by Kenneth D. DeJohn and Ernest R. Adams, as managers and members of Vedauwoo Springs LLC, this 2nd day of June, 2000.

WITNESS my hand and official seal

Greg A. Von Kroegik
Notary Public

My Commission expires:

