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**DECLARATION OF PROTECTIVE COVENANTS FOR WIND SONG RANCH**

AND/OR RECORDED IN THE MICROFILM RECORDS JACQUE R. GONZALES COUNTY CLERK

THIS INDENTURE AND DECLARATION OF covenants running with the land (hereinafter referred to as "COVENANTS", made this 5th day of August, 1996, Pronghorn Development, Ltd. does hereby declare and impose against and upon all of that real property situated in the County of Albany, State of Wyoming, described as follows:

Situated in a portion of Sections 13, 23, 24 and 26, Township 14 North, Range 72 West of the 6th PM, Albany County, Wyoming, as shown on the Survey Map of Wind Song Ranch.

These COVENANTS being for the purpose of now designating and creating them against and upon the real property and each and every subsequent portion thereof, as a servitude in favor of, and for the rights and benefits of, the real property and each and every subsequent portion thereof, as the dominant tenement or tenements, to find and inure to the rights and benefits of DECLARANTS and all subsequent purchasers and owners of any interest in the real property and any subsequent portion thereof and the legal representatives, heirs, successors, and assigns of any portion; these COVENANTS to attach to and pass with each and every portion of said real property and to be and have the force and effect to covenants running with the land, so that as to any of said real property with respect to which a violation of these COVENANTS may occur, these COVENANTS may be enforced against the then owner or holder of any of the said real property or any subsequent portion thereof, shall be, and is, expressly made subject, which are accepted by each grantee of DECLARANTS by acceptance of a deed incorporating this Declaration by reference, which shall apply to and be binding upon the parties to such conveyance, their heirs, devisees, legatees, executors, administrators,

successors and assigns, and which do, and shall, inure to and pass with each and every portion of said real property thereof, are the following to wit:

1. **LAND USE AND BUILDING TYPE:** No parcel shall be divided into parcels less than 35 acres. No parcel shall be used for other than residential purposes or open space without the express written consent of the Architectural Control Committee. No more than one residence shall be erected, altered, placed, or permitted to remain on any parcel without the express written consent of the Architectural Control Committee. All structures on said parcels shall be of new construction and no building shall be moved from any other location on to any of said parcels. No primary dwelling or out building shall be erected, placed or altered on any parcel until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, start and completion dates, and as to location with respect to topography and finish grade elevation.
2. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the public record.
3. **NUISANCE:** No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No fireworks of any kind are permitted. This covenant is subject to a prior lease with the Wyoming

Department of Transportation for sand and gravel removal along the frontage road.

4. **TEMPORARY STRUCTURES:** No structures of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home, or other outbuilding shall be used on any parcel at any time as a residence, or in such a repeated manner of practice that it takes on a permanent nature.
5. **VEHICLES:** No parking of trailers, trailer-campers, buses, motor homes, bus-campers, truck-campers, boats or other large vehicles shall be permitted in a permanent fashion or repeated manner of practice. No boats, trailers, automobiles, trucks, buses or any other type of motor vehicle in a non-operative condition are to be parked, jacked-up, blocked-up, worked on, or to remain in a non-operative condition on any parcel for a period of more than 24 hours at any one time or as a repeated matter of practice.
6. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind, especially dogs and cats, shall be raised, bred, or kept on any parcel, except in a fenced in area. Any commercial animal, livestock or poultry enterprise must be specifically approved in writing by the Architectural Control Committee.
7. **FENCING:** Fencing shall consist of wire, poles or other materials generally sold for and considered as good and substantial fence products

and fencing shall be erected in a proper workmanship manner to provide stability and non-objective appearance. No road easements may be fenced.

8. **GATES:** Wind Song Ranch is a fenced and gated subdivision. It will be the responsibility of each tract owner to be certain that the main gates are kept locked at all times and that keys for said gates are not distributed indiscriminately to persons who do not specifically require entrance to the subdivision.

#### ARCHITECTURAL CONTROL

1. **ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP:** The Architectural Control Committee is composed of Ethel Rabel and Bernard Lowery, P.O. Box 2215, Cheyenne Wyoming, 82003. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.
2. **PROCEDURE:** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specification have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the

completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

GENERAL PROVISIONS

1. **TERM:** These covenants are to run with the land and shall be binding on all parties 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 years unless an instrument signed by a majority of the then owners of the parcels, as well as the Architectural Control Committee, has been recorded, agreeing to change said covenants in whole or in part.
2. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.
3. **AMENDMENTS:** At any time, the majority owners of parcels plus the Architectural Control Committee, shall have the power through a duly recorded written instrument to change any restriction, condition, covenants or reservation set forth herein.
4. **SEVERABILITY:** Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned have affixed their signatures.

PRONGHORN DEVELOPMENT, LTD.

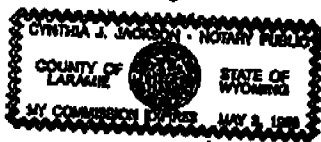
By Bernard Lowery, Jr.  
Bernard Lowery, Jr.  
Member

By Ethel Rabel  
Ethel Rabel  
Member

STATE OF WYOMING )  
                          )ss  
COUNTY OF LARAMIE )

On this 16 day of August, 1996, personally  
appeared before me, Cynthia J. Jackson, a Notary Public, in and for said  
County and State, Bernard Lowery Jr., and Ethel Rabel, known to  
me to be the persons herein described and who executed the foregoing instrument, who  
acknowledged to me that they executed the same, freely and voluntarily and for the uses  
and purposes therein mentioned.

Witness my hand and official seal:



Cynthia J. Jackson  
NOTARY PUBLIC

My commission expires:

5-3-98