

**DECLARATION OF PROTECTIVE COVENANTS
ROSEWOOD HILLS SUBDIVISION**

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The undersigned, being the owners in fee simple or by contractual interest, of certain lands located in Fremont County, Wyoming; more particularly described as:

See Exhibit A attached hereto

do hereby make the following declarations as to limitations, restrictions, and uses to which said lands may be put, hereby specifying that said declarations shall constitute covenants to run with all of the lands as provided by law and shall be binding upon all parties and all persons claiming under them and for the benefit of and limitation upon all future owners and assignees thereof. The real property described as liens and charges hereby declared, to insure appropriate development and improvement of each building site thereof; to protect the owners of building sites against improper use of surrounding building sites as will depreciate the value of the property; to preserve, so far as practicable, the natural beauty of said property; to obtain harmonious color schemes; to encourage and secure the erection of attractive structures thereon, with appropriate locations thereof on building sites; to prevent haphazard improvement of building sites; to secure and maintain proper setbacks from streets, roads or boundary lines, and allocate free space between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of such building sites located therein, and to, in general, maintain the use and development of the property described as Rosewood Hills, in a desirable, uniform, and suitable manner and structural design, all as hereinafter more specifically stated.

1. ARCHITECTURAL CONTROL No buildings, outbuilding or structure, shall be erected, placed, or altered on any tract until the construction plans and a plan showing the location of the structure and of the septic system have been approved by the Architectural Control Committee as to compliance with these protective covenants.

2. GENERAL RESIDENCE RESTRICTION No building whatsoever, except a single family, private dwelling house, with the necessary outbuildings, including a private

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garage shall be erected, placed, or permitted on any tract or part thereof, and such dwelling house shall be used only as a private residence. The term "dwelling house" shall not include mobile homes or manufactured homes, of any variety, regardless of whether placed on a foundation or not. No building shall be erected, altered, placed, or permitted to remain on any tract other than the aforesaid detached single family dwelling, not to exceed two stories in height. All exterior designs must have an attractive appearance and be painted or finished completely before being occupied. No building of any kind shall be moved onto the tracts without the approval of the Architectural Control Committee.

No person shall place a permanent or temporary structure within a designated right-of-way or easement, with the exception of an approved approach and a fence, with fences over ditch easements subject to the provisions of paragraph 4 hereof. All approaches off designated roads shall be built in accordance with Fremont County specifications and the location of any approach shall be approved by the architectural committee prior to construction.

3. DWELLING QUALITY AND SIZE No dwelling having one story shall be permitted having less than 1,500 square feet of living area exclusive of one-story open porches, garages, or carports, nor having less than 800 square feet per floor for a two-story dwelling. The maximum height for any building shall not exceed thirty-two (32) feet.

4. FENCES All fences shall be constructed with all wood posts. Any fencing over a ditch easement shall consist of a 20' gate centered over the ditch.

5. BUILDING LOCATION The building location, on any tract, shall be approved by the Architectural Control Committee and shall not be located nearer than fifty (50) feet from any road, street, or property line. No buildings or structures of any type shall be permitted in any easement area.

6. ROAD MAINTENANCE FEE Each tract owner shall be responsible for his proportionate share of the cost of maintenance of the common roads in the subdivision. The proportionate share shall be on a per-tract basis. Each year at the annual meeting the Board of Directors shall consider the maintenance needed and levy an assessment to pay the costs.

All assessments shall be due and payable within 60 days of assessment. Delinquent assessments shall be a lien upon the tract assessed when notice thereof is recorded in the office of the Fremont County Clerk. The homeowners' association shall be entitled to foreclose liens for delinquent assessments in the manner provided by law for foreclosure of mortgages by notice and sale.

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7. NUISANCE No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or other tract owners. There will be no stockpiling of building materials, except while in the process of construction on the property. Construction requiring the storage of materials must be completed within a reasonable time, but in no event shall such time exceed eighteen (18) months. No tract shall be used in whole or in part for the storage of any property or thing that will cause the tract to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any tract that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, and comfort and serenity of the occupants of the surrounding property.

8. LIVESTOCK AND POULTRY No swine of any kind shall be raised, bred, or kept on any tract, nor shall there be on any tract more than three (3) pets of customary household variety, except as hereinafter provided, to-wit:

- A. Each tract shall be permitted one (1) head of livestock per each two (2) acres owned by each owner.
- B. Each tract shall be permitted to have erected thereon an appropriate shelter for any livestock as hereinabove provided and kept on said tract. The shelter-barn must be designed to be in harmony with the house erected on the tract and situated within the setbacks outlined above for the main residence structure. All shelter-barns or corrals shall be approved by the Architectural Control Committee. All shelter-barns or corral areas shall be maintained so that they are not objectionable or a nuisance to the neighbors.
- C. Each tract shall be allowed to keep a reasonable number of chickens for domestic, but not commercial use, provided that said chickens are contained in an enclosure at all times.

9. TEMPORARY STRUCTURES No structure of a temporary character, trailers, basements, tents, shacks, garages, or other structures shall be used on any tract for more than twelve (12) cumulative months per owner as a residence, either temporarily or permanently.

10. GARBAGE AND REFUSE DISPOSAL No tract shall be used or maintained as a dumping ground for rubbish. Garbage disposal units for all waste shall be kept in a sanitary condition. All receptacles and equipment for the storage or disposal of waste shall be totally enclosed with a top, bottom, and four sides so at all times to be hidden and kept in a clean and sanitary condition.

11. MINING OPERATIONS No derrick or other structure for use in boring for oil or natural gas may be erected, placed or permitted upon any part of the premises, nor shall any oil, natural gas, petroleum, asphalt, or hydrocarbon products or minerals of any kind be produced or extracted therefrom.

12. TANKS, ETC. No elevated tanks of any kind shall be erected, placed or permitted on any part of any tract of property made the subject matter hereof. Any tanks for use in connection with any residence constructed on the premises, including tanks for the storage of fuels and propane tanks for home heating, must be buried or walled sufficiently to conceal them from the view of neighboring roads, tracts and streets. All garbage cans, equipment, coolers, and storage piles shall be walled in, to conceal them from the view of the neighboring tracts or streets. Plans for the enclosures of this nature must be approved by the Architectural Control Committee.

13. SIGNS No signs of any kind shall be displayed to the public view on any lot except one sign of not more than two (2) square feet, indicating the name of the residents of the lot, and one sign of not more than five (5) square feet advertising the possession of the property for sale or rent, or signs used by the builder to advertise the property during the construction or sale.

14. UTILITY LINES - RADIO AND TELEVISION ANTENNAS All electrical service and telephone lines shall be placed underground. No outside electrical lines shall be placed overhead.

15. OCCUPANCY No private dwelling house erected on any tract shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed as herein required.

16. APPROVAL OF PLANS All plans for the construction of any improvements to be erected on any tract, and the proposed location thereof upon any tract, and any change after approval thereof, shall require the approval in writing of the Architectural Control Committee before beginning construction. Approval of such plans shall be evidenced by written endorsement on such plans, a copy of which shall be delivered to the owner or owners of the tract. No changes or deviations in or from such plans as approved shall be made without the prior written consent of the Architectural Control Committee. The Architectural Control Committee shall not be responsible for any structural defects in such plans or in any building or structure erected according to such plans. The structures, so far as is possible, will be of such a nature as will blend or be compatible with the natural surroundings, shall be of earth tones only, and use of natural material such as wood and stone is encouraged.

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17. VOTING RIGHTS Wherever these Declarations of Protective Covenants provide for changes, alterations, amendments or control by a majority vote of the then record owners of the property made the subject matter hereof, said record owners for purposes of determining a majority thereof, shall be entitled to one vote for each lot or tract in Rosewood Hills, then owned by said owner.

18. THE ARCHITECTURAL CONTROL COMMITTEE The initial Architectural Control Committee is composed of Brady De Artery, Clinton J. Gupton and Jandra Marie Gupton. The Committee may designate a representative to act for it. In the event of death or resignation of a member of the Committee, the remaining members shall designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation, nor shall they be held liable in any manner whatsoever, for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded, written instrument, to change the membership of the Committee.

19. DURATION The foregoing covenants, conditions, reservations and restrictions shall continue and remain in full force and effect at all times as against the owner of any tract, regardless of how he acquired title, until the commencement of the calendar year 2013, on which date these covenants, conditions, reservations and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on such premises; provided, however, that these covenants, conditions, reservations and restrictions shall be automatically extended for a period of ten (10) years and thereafter in successive ten-year periods, unless on or before the end of the initial term or one of such extension periods, the owners of a majority of the tracts in the Subdivision shall, by written instrument, duly recorded, declare a termination of the same. Although these covenants, conditions, reservations and restrictions may expire as provided, any and all reservations for the breach of these covenants, conditions, reservations or restrictions, committed or suffered prior to such expiration shall be absolute.

20. ACKNOWLEDGMENTS The following acknowledgments are hereby set forth and made of record and notice to all persons that there are:

- A. No proposed domestic water source;
- B. No proposed public sewage disposal system;
- C. No public maintenance of streets or roads.

21. PARTIAL INVALIDITY In invalidation of any one of the restrictions herein set forth or the failure to enforce any such restrictions at the time of its violation shall in no event affect any of the other restrictions nor be deemed a waiver of the right to enforce the same thereafter. The Architectural Control Committee is hereby guaranteed the power and authority from time to time to grant temporary variances from these restrictions, provided, however, that such powers may be overridden by a majority vote of all property owners in the Subdivision.

22. COMMERCIAL TRACTS No tract of land made the subject hereof shall be utilized for any commercial purpose or business whatsoever.

23. AMENDMENTS AND MODIFICATIONS The covenants and conditions hereof may be amended, modified, or repealed at any time by the consent of the then recorded owners of seventy-five (75) percent or more of the lots or tracts.

24. IRRIGATION WATER AND DITCHES The following provisions of Wyoming Water Law are herewith incorporated into these protective covenants:

- A. This proposed development shall have no effect on any adjacent landowner's historic ability to receive his adjudicated water.
- B. The owners (anyone who uses water) of any ditch are responsible for its maintenance completely to its point of diversion from the major stream from which it is adjudicated. Those ditch owners are liable for any damage caused by neglect of maintaining the ditch. Costs of ditch maintenance may be assessed each lot owner and failure to pay that proportionate share may constitute a valid lien against the property.
- C. Each water user is responsible for seeing that water running off his property after he has used it to irrigate (wastewater) does not run uncontrolled onto the property of a neighbor. It is his responsibility to see that wastewater is returned to a proper wasteway.
- D. A lot owner may not block any wasteway or ditch crossing his property carrying water or wastewater from an upstream lot. Any water running in a ditch on or adjacent to a particular lot which is suspected, by the lot owner, of causing seepage to his property may not be blocked off or diverted another direction without the consent of other owners of the ditch. If the affected lot owner wishes the ditch across his property to be lined or piped, he is obligated to bear the expense and labor of doing so himself. In all

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cases where the ditch has a priority of right by location, the owners of property shall be compelled to protect themselves from any damages that might be created by the ditch.

25. ENFORCEMENT AND BENEFICIARIES These restrictions and covenants are made for the benefit of any and all persons who may now own or who may hereafter own any property in the Subdivision. Such persons are specifically given the right to enforce these restrictions and covenants by injunction or other lawful procedures and to recover damages resulting from any violation thereof. Such damages shall include all costs of enforcement, including reasonable attorney's fees.

EXECUTED this 6th day of February, 2004.

By: [Signature]
BRADY JOE ARTERY

By: [Signature]
KRISTY L. ARTERY

By: [Signature]
CLINTON GUYMON

By: [Signature]
SANDRA MARIE GUYMON

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing document was acknowledged before me by BRADY JOE ARTERY this 6th day of February, 2004.

WITNESS my hand and official seal.



[Signature]
Notary Public
My commission expires: _____

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Rosewood Hills Subdivision
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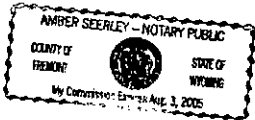
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JULIE A FREESE, FREMONT COUNTY CLERK

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STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing document was acknowledged before me by KRISTY L. ARTERY
this 10th day of February, 2004.

WITNESS my hand and official seal.

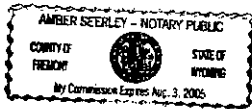


Amber Seerley
Notary Public
My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing document was acknowledged before me by CLINTON J. GUYMON
this 10th day of February, 2004.

WITNESS my hand and official seal.



Amber Seerley
Notary Public
My commission expires: _____

DECLARATION OF RESTRICTIVE COVENANTS
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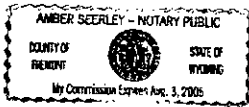
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JULIE A FREESE, FREMONT COUNTY CLERK

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STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing document was acknowledged before me by SANDRA MARIE GUYMON this 10th day of February, 2004.

WITNESS my hand and official seal.



Amber Seerley
Notary Public
My commission expires: _____

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Exhibit A

The Northwest Quarter of the Southeast Quarter (NW¼ SE¼) and the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) Section 2, Township 33 North, Range 100 West of the Sixth Principle Meridian, Fremont County, Wyoming, LESS AND EXCEPT THEREFROM a tract of land in the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of said Section 2, more particularly described as follows: Beginning at the Northeast corner of said one-sixteenth section, thence Southerly a distance of 468 feet along the East boundary of said one-sixteenth section to the Northerly boundary of the right-of-way of United States Highway No. 287; thence N 56° 41' W, along said right-of-way boundary, a distance of 27 feet to a point which is a beginning of a circular curve to the right; thence around said curve, which has a radius of 2870 feet, a distance of 729 feet along said right-of-way to the North boundary of said one-sixteenth section; thence Easterly along said North boundary a distance of 584 feet to the place of beginning.

FREMONT COUNTY, LANDER, WY REC \$35.00
JULIE A FREESE, FREMONT COUNTY CLERK

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**AMENDMENT TO
DECLARATION OF COVENANTS, RESERVATIONS AND
RESTRICTIONS
FOR
ROSEWOOD HILLS SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS:

Brady Joe Artery, Kristy Artery, Clinton J. Guymon and Sandra Marie Guymon, sole fee owners of the following described real property located in Fremont County, Wyoming, to wit:

See Exhibit A attached hereto.

Together with all buildings and improvements located thereon or appurtenant thereto and all rights, privileges, hereditaments and tenements appertaining or belonging. Subject to all easements, covenants and Rights-of-Way of record.

Did on the 26th day of February, 2004 file and record Declaration of Covenants, Reservations and Restrictions for Rosewood Hills Subdivision as instrument No. 2004-1250532, in the Fremont County Clerk's Office, and which subdivision is filed of record in Drawer Plat Cabinet 6, Page 43, in the Office of the County Clerk and Ex-Officio Register of Deeds in and for Fremont County, Wyoming.

And pursuant to that document the terms thereof may be amended or modified upon agreement of the recorded owners of 75% or more of the lots or tracts, and currently the undersigned are 100% owners of the lots and tracts.

Now, therefore, the paragraph 22, COMMERCIAL TRACTS, of the Declaration of Covenants, Reservations and Restrictions for Rosewood Hills Subdivision, Fremont County, Wyoming is hereby amended to add the following:

22. COMMERCIAL TRACTS. No tract of land made the subject hereof shall be utilized solely for a commercial purpose or business. However, home based business operated in conjunction with the residence shall be allowed, provided that the primary purpose of the use of the residence is for a residence and provided that the following are complied with:

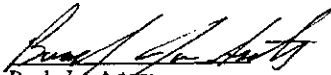
1. No signs for the business shall be displayed, except for one 2' x 2' sign with the name of the home based business.
2. No exterior storage of business material or supplies shall be allowed.
3. The business shall be conducted entirely within the residence or in an enclosed accessory structure.
4. There shall be no offensive odors, vibrations, smoke, dust odors, heat or glare produced by the business.

FREMONT COUNTY, LANDER, WY REC \$17.00
JULIE A FREESE, FREMONT COUNTY CLERK

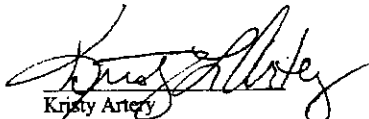
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ACCEPTANCE

We, the undersigned, Brady Joe Artery, Kristy Artery, Clinton J. Guymon and Sandra Marie Guymon, sole owners of the property described above, do hereby accept and approve these Amendments to Declarations of Covenants and Restrictions to be binding upon the Rosewood Hills subdivision, and direct that this declaration and amendment be recorded in the Office of the register of Deeds of Fremont County, Wyoming.


Brady Joe Artery

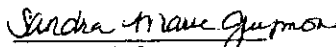
2-25-04
Date


Kristy Artery

2-25-04
Date


Clinton J. Guymon

2-25-04
Date


Sandra Marie Guymon

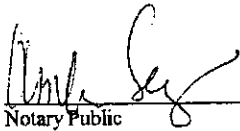
2-25-04
Date

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

On the 25th day of February, 2004, before me personally appeared Brady Joe Artery and Kristy Artery, husband and wife, and they being first duly sworn upon their oaths state that the facts alleged in the foregoing instrument are true.

Witness my hand and official seal.




Notary Public

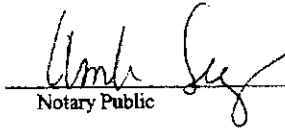
My commission expires: 8/3/05

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

On the 25th day of February, 2004, before me personally appeared Clinton J. Guymon and Sandra Marie Guymon, husband and wife, and they being first duly sworn upon their oaths state that the facts alleged in the foregoing instrument are true.

Witness my hand and official seal.




Notary Public

My commission expires: 8/3/05

FREMONT COUNTY, LANDER, WY REC \$17.00
JULIE A FREESE, FREMONT COUNTY CLERK

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Exhibit A

The Northwest Quarter of the Southeast Quarter (NW¼ SE¼) and the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) Section 2, Township 33 North, Range 100 West of the Sixth Principle Meridian, Fremont County, Wyoming, LESS AND EXCEPT THEREFROM a tract of land in the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of said Section 2, more particularly described as follows: Beginning at the Northeast corner of said one-sixteenth section, thence Southerly a distance of 468 feet along the East boundary of said one-sixteenth section to the Northerly boundary of the right-of-way of United States Highway No. 287; thence N 56° 41' W, along said right-of-way boundary, a distance of 27 feet to a point which is a beginning of a circular curve to the right; thence around said curve, which has a radius of 2870 feet, a distance of 729 feet along said right-of-way to the North boundary of said one-sixteenth section; thence Easterly along said North boundary a distance of 584 feet to the place of beginning.

FREMONT COUNTY, LANDER, WY REC \$17.00
JULIE A FREESE, FREMONT COUNTY CLERK

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AMENDMENT TO
DECLARATION OF COVENANTS, RESERVATIONS AND
RESTRICTIONS
FOR
ROSEWOOD HILLS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

Brian Clark, President and Sharon Dunlap, Secretary/Treasurer, of the Rosewood Hills Subdivision Home Owner's Association, pertaining to the following real property located in Fremont County, Wyoming, to wit:

See Exhibit A attached hereto.

Together with all buildings and improvements located thereon or appurtenant thereto and all rights privileges, hereditaments and tenements appertaining or belonging. Subject to all easements, covenants and Rights-of-Way of record.

Did on the 26th day of February, 2004, file and record Declaration of Covenants, Reservations and Restrictions for Rosewood Hills Subdivision as instrument No. 2004-1250532, in the Fremont County Clerk's Office, and which subdivision is filed or record in Plat Cabinet 6, page 43, in the Office of the County Clerk and Ex-Officio Register of Deeds in and for Fremont County, Wyoming.

And pursuant to that document the terms thereof may be amended or modified upon agreement of the recorded owners of 75% or more of the lots or tracts, and having received more than 75% approval from the owners of the lots and tracts.

Now, therefore, the paragraph 22, COMMERCIAL TRACTS, OF THE Declaration of Covenants, Reservations and Restrictions for Rosewood Hills Subdivision, Fremont County, Wyoming is hereby amended, as follows:

23. COMMERCIAL TRACTS No tract of land made the subject hereof shall be utilized for any commercial purpose of business. However, a home based business operated in conjunction with the residence shall be allowed, provided that the primary purpose of the use of the residence is for a residence and provided that the following are complied with:
1. A business plan application shall be submitted to the Secretary/Treasurer of the Home Owner's Association. The plan shall include a description of the business, the types of services provided, the hours of operation, the expected client and traffic volume. The plan will be reviewed by all current lot owners and will require approval by more than 75% thereof.
 2. Each business plan approval shall not be personal to the applicant but shall apply to the specific home based business on the specific lot. Any

change of business or services must be approved in the same manner as described above. The approval will not authorize any use other than those specifically enumerated in the business plan application.

3. No signs for the business shall be displayed, except for one 2'x2' sign with the name of the home business.
4. No exterior storage of business material or supplies shall be allowed.
5. The business shall be conducted entirely within the residence or in an enclosed accessory structure.
6. The business shall not alter the character of the neighborhood. There shall be no offensive odors, vibrations, smoke, dust, heat or glare produced by the business. The business must not substantially or permanently injure any subdivision tract. The business shall not affect the public health, safety or welfare.

ACCEPTANCE:

Upon receiving more than 75% vote of approval in agreement of the recorded owners of 75% or more of the lots or tracts, and having received more than 75% approval from the owners of the lots and tracts, we, Brian Clark, President and Sharon Dunlap Secretary/Treasurer of the Rosewood Hills Home Owner's Association, do hereby accept and approve these Amendments to Declarations of Covenants and Restriction to be binding upon the Rosewood Hills subdivision and direct that this declaration and amendment be recorded in the Office of the register of Deeds of Fremont County, Wyoming.



Brian Clark, President
Rosewood Hills Home Owner's Association

6-6-05

Date



Sharon Dunlap, Secretary/Treasurer
Rosewood Hills Home Owner's Association

6-6-05

Date

FREMONT COUNTY, LANDER, WY REC \$17.00
JULIE A FREESE, FREMONT COUNTY CLERK

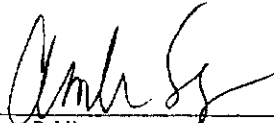
06/08/2005 #2005-1266300
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STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)



On the 08 day of June 2005, before me personally appeared Brian Clark,
and being first duly sworn upon his oath states that the facts alleged in the foregoing
instrument are true.

Witness my hand and official seal.



Notary Public

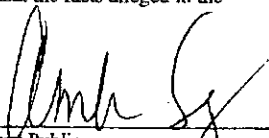
My Commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)



On the 08 day of June 2005, before me personally appeared Sharon
Dunlap, and being first duly sworn upon her oath states that the facts alleged in the
foregoing instrument are true.

Witness my hand and official seal.



Notary Public

My Commission Expires:

FREMONT COUNTY, LANDER, WY REC \$17.00
JULIE A FREESE, FREMONT COUNTY CLERK

06/08/2005 #2005-1266300
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Exhibit A

The Northwest Quarter of the Southeast Quarter (NW¼ SE¼) and the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) Section 2, Township 33 North, Range 100 West of the Sixth Principle Meridian, Fremont County, Wyoming, LESS AND EXCEPT THEREFROM a tract of land in the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of said Section 2, more particularly described as follows: Beginning at the Northeast corner of said one-sixteenth section, thence Southerly a distance of 468 feet along the East boundary of said one-sixteenth section to the Northerly boundary of the right-of-way of United States Highway No. 287; thence N 56° 41' W, along said right-of-way boundary, a distance of 27 feet to a point which is a beginning of a circular curve to the right; thence around said curve, which has a radius of 2870 feet, a distance of 729 feet along said right-of-way to the North boundary of said one-sixteenth section; thence Easterly along said North boundary a distance of 584 feet to the place of beginning.
