STATE OF WYOMING  
COUNTY OF LARAMIE

SUMMIT LAND, LLC  
a Wyoming limited liability company  
To  
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS  
FOR  
ALPINE RANCH, FIRST FILING  
and  
ALPINE RANCH, SECOND FILING

KNOW ALL MEN BY THESE PRESENTS, that SUMMIT LAND, LLC, a Wyoming limited liability company, GRANTOR, being the owner in fee simple of the real property known as ALPINE RANCH, FIRST FILING and ALPINE RANCH, SECOND FILING, described below, a subdivision of approximately Three Hundred Thirty One (331) acres located in Laramie County, Wyoming, as the same is more particularly described, to wit:

Portions of Sections Twenty One (21) and Twenty Two (22), Township Fourteen North (14N), Range Sixty Five West (65W) of the Sixth Principal Meridian (6th P.M.), Laramie County, Wyoming as shown on that survey plat recorded in the office of the Laramie County Clerk as Document 488070 in Plat Cabinet # 9, Slot 47, on the 20th day of November 2007, (First Filing) and on that survey plat recorded in the office of the Laramie County Clerk as Document 488071 in Plat Cabinet # 9, Slot 45, on the 20th day of November 2007, (Second Filing).

does hereby grant, covenant, agree and make following declarations (herein "Declaration") as to the limitations and restrictions of uses to which the Tracts, Open Space and Common Elements within Alpine Ranch, First Filing and Alpine Ranch, Second Filing, (hereinafter the "Subdivision") may be put:

ARTICLE I: INTENT AND SCOPE OF CONVENTANTS

Section 1: Intent. This Declaration of Protective Covenants in intended to protect and enhance the value, desirability and attraction of the property; to protect Tract Owners from development and use of other Tracts within the Subdivision which may depreciate the value and/or restrict the use of their Tract(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the Tracts and improvements of the property; to encourage the construction and maintenance of appropriate improvements; to insure and encourage the provision of adequate and suitable landscaping; to provide for the maintenance and improvements of the
interior roads of the Subdivision and to provide for the ownership, use and maintenance of the Open Space defined herein. The restrictions imposed by these covenants are intended to be kept to a minimum while preserving the right of Tract Owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger. It is the further intent to provide by these covenants that disturbance of the natural environment be kept to a minimum.

ARTICLE II: DEFINITION OF FREQUENTLY USED TERMS

Section 1: “Alpine Ranch” means the subdivision known as Alpine Ranch Subdivision, First Filing and Second Filing and may also be referred to herein as the “Subdivision.”

Section 2: “Association” means Alpine Ranch Subdivision Property Owners Association, Inc., a Wyoming non-profit corporation. Members of the Association shall be the Owners of Tracts in the Subdivision. The Officers of the Association shall be elected from the Tract owners and shall carry out the functions of the Association in accordance with this Declaration and the By-Laws adopted by the Association.

Section 3: “Board” means the Board of Directors of the Association.

Section 4: “Committee” means the Architectural Control Committee as established pursuant to Article IV of the Declaration. Following the sale and development of the Tracts in the Subdivision, the functions of the Committee in approving substantial alterations, fencing, home occupations, activities and resolving disputes as addressed in this Declaration, may be delegated by unanimous vote of the Committee to the Association and shall then be controlled by vote and means specified in the applicable provisions of this Declaration and the Association By-Laws.

Section 5: “Declaration” means this Declaration of Protective Covenants for Alpine Ranch, First Filing and Second Filing.

Section 6: “Declarant” means Summit Land, LLC, a Wyoming limited liability company.

Section 7: “Open Space” means that portion of the Subdivision identified as Tracts 35, 36, 37 and 38, First Filing and Tracts 17, 18 and 19, Second Filing on the final plat. Such parcels are not to be considered within the definition of the term “Tracts” used herein and references to “Tracts” throughout this Declaration do not refer to such Open Space. The Open Space contains 90.57 acres, more or less. The Open Space shall be owned by the Tract Owners as undivided 1/50th interests.

Section 8. “Owner” means the record owner(s), whether one or more persons, of fee simple title to any Tract and a 1/50th undivided interest in the Open Space (or in the event of “contract for Deed” transaction involving any Tract, the Contract Purchaser(s) there under, 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 the Owner thereof.

Section 9: “Property Taxes” as used herein means the property taxes assessed by Laramie County to the Owner of an individual Tract and the Tract Owner’s 1/50th undivided interest in the Open
Space. The property tax assessment for the Roads shall be paid by the Association from assessments to all Tract Owners levied by the Board of Directors.

Section 10: “Roads” means the private roads of the Subdivision as shown on the final plat. The Roads shall be owned by the Association, dedicated to the use of the public and maintained by the Association.

Section 11: “Road costs” means the costs to maintain, repair and improve the roads of the Subdivision. Such road costs shall be paid by the Association from assessments to all Tract Owners levied by the Board of Directors.

Section 12: “Substantial alteration or renovation” means any significant change in a permanent structure which shall either: 1) cost Two Thousand Dollars ($2,000) or more; or 2) make a significant change to the appearance of any Tract. A determination regarding whether a modification constitutes a substantial alteration or renovation, if in question, may be made by submission to the Committee or the Association and shall be determined by majority vote.

Section 13: For all purposes herein, the term “Tract” shall refer to the individually numbered Tracts One (1) through Thirty Four (34), inclusive, within the Alpine Ranch, First Filing and the individually numbered Tracts One (1) through Sixteen (16), inclusive, within the Alpine Ranch, Second Filing.

ARTICLE III: USES AND RESTRICTIONS

Section 1: **Principal Use.** All Tracts within the Subdivision shall be known and described as residential Tracts and will be restricted by covenants contained in this Declaration. It is intended that these residential Tracts shall be used and occupied as residential home sites only, and that the owners will have full enjoyment of these home sites and the Open Space and the Roads, subject, however, to the covenants contained in this Declaration and all applicable laws and regulations.

Section 2: **Nuisances.** No billboards, junk yards, accumulations of junk, debris, or trash shall be permitted or maintained upon any Tract. No non-operable or junk vehicles may be visible from any direction on a Tract. No noxious or offensive activity is permitted on any Tract, as reasonably determined by the Association. No other activity or condition considered a “nuisance” under Wyoming law shall be allowed. Notwithstanding the aforementioned, for purposes of this section the following activities upon any Lot shall be deemed a nuisance *per se:* discharging fireworks; operating all terrain vehicles (ATV’s) or other off road recreational vehicles within the Subdivision (except upon the designated private and public roadways if the operator is operating them in accordance with all traffic laws and if licensed for such use or upon the Tract of the owner of the vehicle for very limited times and purposes in such a manner as not to disturb the serenity of the area or damage the native turf). Snowmobiles shall not be driven at any time within the Subdivision.

Section 3: **Commercial Enterprise.** No manufacturing or commercial business activity other than home occupation use in conformity with Article III, Section 4 below may be conducted upon any Tract within the Subdivision.
Section 4: Home Occupations. Home occupations are permitted under the terms specified in this section and this Declaration, 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. All home occupations shall have prior approval by the Committee or the Association (as set forth in Article II, Section 4) and shall comply with any specific restrictions or limitations established by the Committee or the Association. In addition to, and notwithstanding anything in the State and/or County zoning regulations to the contrary, all home occupation uses within the Subdivision 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 outside any structure located on the property.

c. There shall be only incidental sales of stock, 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 bona fide and full-time residents of the home dwelling which is situated on the Tract.

e. Notwithstanding anything herein above to the contrary the following business/activities shall not be allowed upon any Tract.

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 recondition of motor vehicles, collision service such as body, frame and fender straightening, and oils lubricants, grease, tires, batteries and accessories. This exclusion is not intended to prohibit 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 a majority vote of the Association membership or the Committee whichever applies pursuant to Article II, Section 4.

Section 5: Dumping/Trash. All trash, garbage, refuse and debris shall be deposited on each Tract in sanitary containers and/or a dumpster maintained for that purpose. Each Tract owner shall be responsible for maintaining the dumpsters and having them emptied on a regular basis at the owner’s expense. No Tract shall be used or maintained as a dumping or storage ground for rubbish, scrap, debris, or junk including, but no limited to, junked cars (unless stored as provided in Section 7 below), appliances, building materials, etc. 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. No underground fuel tanks, excavated tunnels, mineral excavations or shafts shall 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 Roads of the Subdivision. It is encouraged that boats, trailers, RVs, motor homes, camping equipment, jet skis, wave runners and other motorized water craft, motor cycles, horse trailers, and 5th wheel trailers and the like be parked in garages and/or approved outbuildings; however, the outdoor parking of no more than two (2) of said types of vehicle shall be permissible provided 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 and/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 the Subdivision.

Section 8: Mobile Homes, Manufactures Homes and Relocated Homes Prohibited. All home construction shall be new on site construction and no mobile homes and/or modular (manufactured) homes/housing shall be permitted on any Tract. Pre-existing stick built dwelling transferred from other locations are not permitted.

Section 9: Temporary Structures. No structure of a temporary character (such as tent, shack, camper, RV, motor home, basement barrack, garage, barn or other outbuilding) shall be used as a residence, or in such a repeated manner of practice that it takes on a permanent nature. No weekend or overnight camping shall be allowed upon any Tract. The use of a camper/RV motor home or similar vehicle for temporary housing may be permitted only with prior written approval from the Committee.

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 Alpine Ranch Subdivision; (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 Alpine Ranch Home 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 outbuilding as provided hereinafter shall be erected, placed, or permitted to remain on any Tract.

Section 12: No further subdivision. No Tract may be further subdivided into smaller tracts.

Section 13: Antennas and Satellite Dishes. No more than one (1) television antenna (and/or 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. If an Owner wants to place multiple satellite dishes or satellite dishes which are greater than two (2') feet in diameter on any Tract, the owner shall obtain prior written approval of the Committee or the Association (See Article II, Section 3) prior to installation.

Section 14: Domestic Pets and Animals. Domestic pets and livestock shall be permitted on a Tract pursuant to the following conditions and restrictions:

a. 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 shall be under the control of the Owner at all times and shall not be allowed to run free off the Owner’s Tract. No animal of any kind shall be permitted which in the opinion of the Committee or a majority of the Association makes an unreasonable amount of noise, odor or which is a nuisance or threatens wildlife. A limit of no more than four (4) domestic pets shall be allowed to inhabit a Tract. A litter of cats or dogs are permitted so long as they shall not be maintained on the premises in excess of six (6) months. Dog kennels and structures for other domestic pets shall be approved by the Committee or Association pursuant to Article II, Section 3, prior to being built and shall be consistent with the design of the dwelling and other structures on any Tract.

b. Livestock. Up to two (2) horses may be kept for recreational purposes on Tracts 1, 2, 3, 4, 5, 6 and 7 Alpine Ranch Subdivision Second filing only. The maximum number of horses may be exceeded by one (1) in the event of birth of an offspring; however, this exemption shall expire after one hundred eighty (180) days. In any case where an Owner elects to have horses upon the tracts permitted, they shall be stabled in an area/barn which is no larger than two thousand (2,000) square feet with a surrounding corral area no larger than five thousand (5,000) square feet within which the horses are kept. The boarding of horses not belonging to the Owner, even if for no compensation, is strictly prohibited. Horses may also be ridden on the dedicated Open Space of the subdivision. In any case where an Owner elects to have a horse upon the Tracts permitted, adequate barn/stable facilities 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 operation of commercial riding stables and/or arenas is prohibited. Any Tract Owner who keeps horses on a Tract shall provide sufficient fencing, corrals and structures to provide for the well-being of such animals. All such fencing, corrals and structures must be approved by the Committee. Approved barns/stables and/or corrals shall be maintained in compliance with all lawful sanitary regulations. Riding arenas that 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 arena to be tilled and the location of the particular Tract.

c. Other Animals. All other animals not specifically addressed in this
section are prohibited unless specifically approved by the Committee or Association (as set forth in Article II, Section 4) with any restrictions imposed by the Committee or Association.

Section 15: **Open Space.** A total of 90.57 acres of “Open Space” as defined above shall be available for use of the Owners and the Owners’ guests according to the restrictions set forth herein and such other Rules that may be adopted by the Association. The initial design and layout for the Open Space shall be developed by the Declarant. When ten (10) of the Tracts are sold, the Homeowners Association will assume responsibility for the final design and design changes and the use and maintenance of the Open Space. The following components shall be incorporated into the maintenance and operation of the open space:

a. Open space will be accessible and useable by all owners for passive recreational uses which include but are not limited to walking, hiking on trails established for that purpose and other uses which do not insure or disarm vegetation, promote erosion or interfere with wildlife use or riparian areas. It does not include any use which involves a motorized vehicle of any type, EXCEPT for equipment and vehicles necessary to maintain the Open Space and ambulances, emergency vehicles and fire trucks.

b. Declarant shall plant native grass and hay on the open space initially. Landscaping may be modified by the Association as deemed necessary to accommodate the needs of the Owners.

c. The cost for maintenance and operation of the Open Space shall be included in the annual Association assessment set forth in the Declaration in Article X, which shall include but not be limited to the application of weed control when needed. The obligation of the Association to maintain the Open Space shall run with the land and be perpetual.

d. Unless modified by a majority vote of the Association consistent with the intent of this Declaration, the following uses shall be prohibited uses of and actions on the Open Space include, but are not limited to:

1) **Personal Planting.** Planting trees, shrubs, etc., in the Common Open Space by any person other than the Board of Directors of the Association or a person acting under authority granted to them by the Board of Directors of the Association;

2) **Personal Structures.** Locating, constructing or storing objects of any kind such as sheds, playhouses, fences, toys, vehicles, tools, garden equipment, etc., in the Common Open Space;

3) **Protection of Vegetation.** Injuring or scaring vegetation, promoting erosion or interfering with wildlife use or riparian areas of the Common Open Space, other than those actions deemed appropriate by the Board of Directors of the Association necessary for healthy management of the Common Open Space ecosystem;
4) Dumping. Dumping of any kind, including disposal of tree branches, brush, grass clippings, trash, yard waste, debris or pet waste in the Common Open Space;

5) Delivery Truck Usage. Entering upon the Common Open Space with construction or delivery vehicles to access Tracts. In circumstances where no other alternatives for access exist and material damage will not occur, the Association may consider granting temporary access privileges to a Member or his agents upon the written request of the Member. Monetary cost to Members is not a justifiable reason for access privileges. The Member must agree to indemnify and hold the Association harmless from any resulting damage or injury. The member is responsible for all personnel costs, including arborists, engineers and consultants, and any and all costs incurred for restoration of the Common Open Space to its original condition, and may, at the direction of the Association, be required to place a deposit with the Association to ensure compliance;

6) No Motorized Vehicle Use. Use or operation of motorcycles, ATVs and any other motorized vehicles or equipment or motorized model airplanes or model cars;

7) No Fireworks. Discharging fireworks from or onto the Common Open Space and lighting sparklers, pop-bottle rockets or any other incendiary device;

8) No Burning. Igniting or causing any fire on the Common Open Space (fire pits, stoves or grates are not permitted).

9) No Damage. Any activity or conduct that has any potential of damaging the Common Open Space, its plants or animals, its riparian or wetland areas or that may cause noise or disruption to Members;

10) No Firearms. Discharging and/or use of any firearms within the Common Open Space, including without limitation, rifles, pistols, shotguns, pellet guns, B-B guns or any other device of like and/or nature; and/or

11) No Hunting. Hunting or harvesting of any animal of any kind, type or nature from within the Common Open Space or as may cross through and/or over the Common Open Space;

12) No Outbuildings. No shed, lean-to, canopy or other structure shall be constructed or permitted on the Common Open Space, other than any structures owned and built by the Board of Directors of the Association deemed necessary for the management of the Common Open Space ecosystem;

13) Signs. Except for signs installed by the Association at such places along the boundary of the Common Open Space that identify the Common Open Space and its exclusive use and control by the Association and its Members, no sign of any kind shall be permitted on the Common Open Space;

14) Pets and Animals. Commonly accepted domestic pets may be permitted on the Common Open Space only when on a leash and under the control of a Member, a member of their family or the invited guest of a Member;
15) **Fencing.** No fencing of any sort beyond that exterior boundary fencing originally installed by Grantor or fencing installed by the Board of Directors of the Association shall be permitted on the Common Open Space.

16) **Fire Suppression Systems.** The Association shall maintain and manage two (2) fire suppression systems upon the Open Space, and shall replenish and supply water to any such fire suppression system within forty-eight (48) hours of any fire suppression system if such system was used in connection with fire within the Subdivision.

In the event that any person enters the Open Space without the authority granted herein, the Association may pursue all remedies available to any landowner under Wyoming law, including, but not limited to charges of and/or complaints of trespass, nuisance and damages. The prevailing party in any such action or proceeding provided above either to enjoin a violation or for the recovery of damages shall be entitled to recover without limitation reasonable attorney’s fees and cost of such action.

**Section 16: Subdivision Roads.** All Roads shall be maintained by the Association pursuant to this Declaration. The Association shall assess all Tracts equally for the costs of insurance, taxes, maintenance and improvement of the Roads and shall have the power to impose and enforce liens against tracts for unpaid assessments. In addition, the Association shall procure and maintain such policies of insurance as it deems necessary to insure the maintenance and improvement activities of the Association on the Roads within the Sub-division.

The Association may resolve to assess each Tract for Special Assessments to pay for any emergency repairs, extraordinary costs and/or any major improvements to the Roads. The obligation to pay regular and special assessments runs with the Tract and binds all future Owners of each Tract regardless of when such Owner acquired such Tract. **ANY DELINQUENT BALANCE DUE SHALL SURVIVE THE CONVEYANCE OR FORECLOSURE OF THE TRACT AND SHALL BECOME AN ENFORCEABLE OBLIGATION OF THE PERSON(S) TAKING TITLE TO SUCH TRACT.**

The Association shall have no obligation, responsibility and/or duty to police, enforce, control or take any other action pertaining to and/or concerning the use of the Roads nor shall the Association have any obligation to control or restrict such use other than to install and maintain such traffic regulation signs that may be required by governmental authorities. The Association shall only be required to maintain and improve the Roads in a reasonable manner as provided for herein.

**Section 17: No Obstruction of Easements or Traffic Sightlines.** No trees may be planted less than fifteen (15) feet from any easement line. No trees, plants or structures shall be allowed that obstruct the view of vehicular traffic or that make traffic conditions unsafe. If a question arises pursuant to this paragraph, it may be resolved by submission to the Committee or Association (pursuant to Article II, Section 4) and shall be decided on a majority vote.
Section 18: **Harmful Materials.** Substances harmful to humans or animals are strictly prohibited on Alpine Ranch property, except those normally and reasonably necessary for ordinary household use in accordance with safe handling and use procedures and according to applicable law.

Section 19: **Compliance with Public Health Laws.** All applicable public health laws shall be strictly adhered to by the occupants of the Property and violation of such laws shall be enforceable as set forth in this Declaration.

**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 the exclusive body to manage and administer this Declaration and shall have all necessary powers and authority to do so. The Association shall adopt By-Laws that shall establish the procedures and methods of operation of the Association. The Association shall grant to each first mortgagee of a Tract the right to examine the books and records of the Association at any reasonable time.

Section 2: **Association Function.** Initially, the Declarant shall manage and control the negotiation on contracts for telephone and electric service to each Tract or build site. After the initial build out, the Association shall manage and control the negotiation of contracts for telephone and electric service to each Tract. The Association shall define criteria for maintenance and snow removal of roads, open space maintenance and improvement, gates, common fencing and security issues, along with necessary assessments. All criteria shall be consistent with any standards for criteria contained in this Declaration.

Section 3: **Voting Rights.** Association members shall all be Owners of Tracts in the Subdivision. Each Tract shall be entitled to one (1) vote. When more than one (1) person holds an interest in any Tract, all such persons shall be members. The single vote for each Tract shall be exercised as they determine among themselves; in no event shall more than one (1) vote be cast with respect to any Tract. If an Owner purchases more than one Tract, the Owner shall be entitled to one (1) vote for each Tract held. The Association may establish procedures for notification by Tract owners of which of the owners shall have the right to cast the Tract’s vote at any annual or special meeting of the Association. The Association may also establish procedures for proxies to be exercised at any annual or special meeting of the Association.

Section 4: **Rules and Regulations.** The Association may make and adopt reasonable rules and regulations governing the use of the Tracts, the Open Space and the Common Elements which shall be consistent with all provisions of the Declaration. The Association may suspend any Owner’s voting rights in the Association if such Owner fails to comply with such rules and regulations, payment of assessments or with any other obligations of such Owner under this Declaration or as established by the Association. The Association may also bring a civil action in any court of competent jurisdiction within Laramie County, Wyoming 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 incurred by the Association in the enforcement of this Declaration, the rules
and regulations, failure to pay assessments in a timely manner or other duly-adopted requirement, with or without suit.

Section 5: **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 or proxies entitled to cast sixty percent (60%) of all votes of membership shall constitute a quorum.

Section 6: **Association Immunity.** The Association and its Directors acting within the scope of their authority shall not be liable to any Tract owner, their invitees, heirs or assigns, or persons using the Roads, for any claims, charges or damages incurred, regardless of nature, extent, amount or severity, by reason of mistake in judgment, negligence or nonfeasance, or for any act or omission whatsoever arising out of or in any way related to any of the provisions set forth in this Declaration, or in the discharge, performance and/or failure to perform, any of the obligations of the Association set forth herein, including, but not limited to, the maintenance to and improvement of roads within the Subdivision.

**ARTICLE V: ARCHITECTURAL CONTROL**

Section 1: **Architectural Control Committee.** An Architectural Control Committee for the Subdivision is constituted (herein “Committee”). This Committee is composed of Dan Gregg, Mark Wheeler and Tom Hunter, or their successors as provided for herein. All notices to the Committee required herein shall be sent to “Architectural Control Committee – Alpine Ranch Subdivision, c/o Dan Gregg, P.O. Box 20404, Cheyenne, WY 82003.” All Committee actions or decisions shall be by a majority vote. A majority of the Committee may designate a representative to act for it. In the event of a vacancy due to the death, termination or resignation of any member, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation of any kind for services performed pursuant to this covenant. When sixty percent (60%) of the Tracts are sold, the Architectural Control Committee shall consist of a representative of Declarant and two (2) members of the Association who are Owners of one or more Tracts. The two (2) designees from the Association to the Committee shall be elected by majority vote of the Association at a regularly scheduled meeting with notice given to the members at least thirty (30) days in advance that one of the purposes of the meeting will be to select designees to the Committee. 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 a majority vote (except as specified herein and in Article II, Section 4). The Committee may designate a representative to act for it, which representative may or may not be a member of the Committee. Members of the Committee and its designated representative(s) shall not be entitled to compensation of any kind for any activities or services performed as a Committee member pursuant to the Declaration. 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. 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, the Owner shall be solely responsible for obtaining any and all permits, applications, or other written instruments required by any private, public or governmental agency. Pursuant to Article II, Section 3,
the Committee may delegate its functions to the Association by majority vote and all functions set forth in this Declaration for the Committee shall be performed by the Association as specified in the applicable sections(s).

The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this provision, or any provision in this Declaration. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant, and any approval or permission granted by the Committee shall not in any way be construed to mean acceptance or approval of any submission to any private or governmental agency.

Section 2: Building Approval Required Prior to Construction. No building, improvement or fencing shall be constructed or erected upon any Tract within the Subdivision until the Committee has approved the site plan and the construction plans and specifications submitted to it by the Tract Owner in the form and manner set forth herein.

The Committee reserves the right to require the Applicant to submit such other, additional information which it deems necessary for its determination and, if the Committee seeks additional information, the time period for its decision shall not start until such additional information is received by the Committee. The Committee shall consider each such application as to quality of workmanship and materials described, conformance with this Declaration and harmony of the exterior colors, exterior construction materials and exterior design with existing structures and location with respect to topography and finish grade elevations. The Committee shall advise the applicant in writing of its decision within thirty (30) days of receipt of the application and any additional information required by the Committee. In the event that the Committee disapproves any submitted plan, it shall inform the applicant, in writing, of the specific basis for disapproval and the manner in which the applicant may amend such plan to secure approval.

In the event the Committee or its designated representative fails to approve or disapprove any such plan so submitted within thirty (30) days after receipt of all required information and any other information which the Committee may, in writing require of applicant, Committee approval will not be required. In such event, the Committee's failure to approve or reject the application shall not constitute a waiver of the rights of the Committee, the Association or any Tract Owner to enjoin the construction of any structure that does not comply with any other provision of these covenants.

In the event that any construction is commenced upon any Tract within the Subdivision without having first secured Committee approval, the Committee and/or the Association and/or any Owner of a Tract within the Subdivision may institute an action to enjoin such construction until Committee approval has been granted. No such suit may be commenced after any such unapproved construction has been completed. The prevailing party in any such injunction action shall be entitled to recover its or their attorney's fees, expert witness fees and costs of such action.
Section 3: Submission Requirements. Prior to the initial construction of a dwelling, garage or outbuilding, the Owner must submit the following data to the Committee:

a. A plan for the proposed dwelling, garage or outbuilding, which shall include the following information: square footage, floor plan, drawings of the 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/septic system and proposed driveway including surface type. The plan must include a revegetation plan and relocation of any affected trees.

c. Additional information as may be requested by the Committee in order to ensure compliance with the requirements contained herein.

All submissions to the Committee must include, at a minimum:

i. A site plan showing the location of the structure(s) to be constructed on the Tract; the location and size of all roads, paths, driveways and sidewalks; the drainage across such Tract and any other site improvements which the applicant considers to be important and which are known to the applicant at the time of the submission;

ii. The floor plan of the structure(s) with square footage indicated;

iii. A drawing showing the front, side and rear elevations of all structure(s);

iv. A description on the drawings or on a separate specification sheet of the type and color of all exterior finishes and materials, roofing materials.

c. Location and Orientation of Improvements. A site plan depicting the location and orientation of all proposed improvements must be submitted and approved by the Committee as provided hereinabove. The proposed location and orientation of improvements upon a particular Tract are important factors considered by the Committee. The Committee will generally consider and take into account, among other things, the topography of the particular Tract, the views, and the desire to maintain a maximum degree of symmetry, harmony and balance among all improvements situated within the Subdivision, in reaching its decision. 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 proper orientation of a home upon a Tract, any home shall, unless otherwise approved by the Committee in writing, be situated upon a Tract so that the front elevation of the home generally faces the road from which the home is accessed. There are several Tracts which
may be accessed from alternative roads. In such cases, the home may face either road subject to approval from the Committee taking into consideration, among other things, the orientation of homes in close proximity and the intent to maintain a maximum degree of symmetry, harmony and balance among all improvements situated on Tracts within the Subdivision. Additionally, the Committee may consider the topography of a Tract, which merits the orientation of a home in a manner other than described in this paragraph.

d. Setbacks. 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. The minimum setbacks for the front of all Tracts shall be no less than seventy-five (75) 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 one hundred (100) feet.

Variances to the front setback, side setback and rear setback requirements set forth herein may be granted by the Committee on a case-by-case basis.

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.

e. Setbacks for Combined Tracts. An Owner may combine two (2) or more Tracts as a homestead subject to the following considerations. An Owner combining two (2) or more Tracts as a homestite must carefully consider the placement and location of any home dwelling, outbuildings and/or barns to be constructed upon the combined Tracts in light of the possible future separation and sale of the combined Tracts individually. In this regard, when selling individual Tracts what were previously combined, each tract (when separated) is subject to the minimum setback requirements as set forth hereinabove. Furthermore, these covenants prohibit the erection of an outbuilding and/or barn prior to the construction of a residence. Similarly, an Owner who has combined two (2) or more tracts as a homestead and who has constructed a home dwelling on one of the Tracts and an outbuilding and/or barn on the other Tract, may not separate the tracts for individual sale unless demonstrating to the satisfaction of the Committee that a residence shall also be timely constructed upon the Tract with the outbuilding and/or barn. The purpose of the preceding provision is intended to prohibit the use of an outbuilding and/or barn if the Owner does not also reside in a home dwelling upon the Tract. Notwithstanding anything hereinabove to the contrary, the interior lot lines of combined Tracts may be disregarded and the applicable setbacks shall be computed from the exterior lot lines of said combined parcel if the combined parcel is not, thereafter, separated.

f. The initial submission of building information under this section shall be free of charge. If additional submissions are required because the initial submission(s) were not complete or did not meet the requirements set forth in this section, a fee of one hundred fifty dollars ($150) shall accompany each additional submission.

Section 4: Approval Standards and Procedures. The Committee shall consider the submission data in light of the requirement, restrictions, intent and spirit of the Declaration. Approval shall be based upon other things, compliance with the terms provided for in Article V entitled "Standards Relating to Improvements", reasonable aesthetic appeal (including color, materials and design); 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 Lot with the intent and spirit of all provisions in this Declaration.

The Committee shall inform the applicant of its decision within thirty (30) 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 failure of the Committee to act on a submission within thirty (30) days shall be deemed a denial of the submission.

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

Section 6: Commencement and Completion of Approved Construction. Once plans for construction have been approved by the Committee, the 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.

Section 7: Variances: Variances to any of the covenants or restrictions set forth herein may be granted by the Committee, or its assignee, as appropriate in special cases and circumstances, at the sole election and discretion of the Committee. The Committee must approve any variance in writing.

ARTICLE VI: STANDARDS RELATING TO IMPROVEMENTS

Section 1. GENERAL STANDARDS RELATING TO IMPROVEMENTS OF TRACTS. The following standards are intended to apply to all Tracts within the Subdivision to create a minimum of uniformity for the design, construction and placement of homes and/or outbuildings within the Subdivision.

a. New Construction. All home construction shall be new, on-site construction. No structure shall be moved from any location outside this subdivision onto any Tract in the Subdivision. Installation and/or erection of modular homes or "house trailers", as defined in Wyo. Stat. §35-1-102(a)(xv), shall not be permitted on any Tract within the Subdivision. Pre-existing "stick-built" homes proposed to be relocated from other locations are also not permitted. All construction shall be new and must comply with all applicable building codes, rules, regulations and requirements; all applicable zoning laws and the minimum building standards as set forth in this Declaration.

b. Construction Requirements. All dwellings and improvements shall be constructed to meet the minimum requirements of each of the applicable codes and regulations in effect at the time of such construction:
i. International Residential Code;

ii. Uniform Building Code;

iii. Uniform Plumbing Code;

iv. Uniform Mechanical Code;

v. National Electrical Code;

vi. State of Wyoming statutes for fire protection and electrical safety; and

vii. Laramie County Department of Environmental Health regulations.

c. Minimum Dwelling Size. The dwelling on any Tract must have a minimum fully enclosed ground floor area devoted to living purposes of no less than fourteen hundred (1,400) 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 seventeen hundred (1,700) square feet. Said minimum square footage standards are exclusive of basements, porches, terraces and attached garages. In addition all residences must have at least a ¾ basement.

d. Additional Criteria for Home Exterior. Unless otherwise approved by the Committee in writing, a home constructed on any Tract must have no less than twenty percent (20%) of the exterior surface covered with appropriate masonry, stone and or dryvit® (or similar type of exterior insulated finish system), exclusive of fireplace chimneys. Exterior wall and roof coverings, including type and color, must harmonize with the surroundings so as to minimally affect the natural setting and views. Cinder block exteriors are not acceptable exterior finishes. Roofing materials must be approved by the Committee and may include laminated asphalt shingles with minimum twenty-five (25) year manufacturer warranty or other roofing products approved by the Committee, such as Heritage 30 Presidential or Malarkey Legacy, shake shingles, Woodruff (or equivalent product) or Timberline asphalt (or equivalent or greater weight and grade product) shingles or as otherwise may be approved in writing by the Committee.

e. Attached Garages. All dwellings constructed on any Tract within the Subdivision shall have no less than a two (2) car attached garage.

f. 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 architectural standards of the outbuildings must follow and/or enhance the Tract appearance. Unless otherwise approved by the Committee in writing, the maximum size of any detached outbuilding shall be Three Thousand Five Hundred (3,500) square feet and the maximum height of the sidewalls and/or eaves of any outbuilding shall be fourteen (14) feet.

The distance and location of any 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 proceed, 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 to and approved by the Committee as provided for in Article V, Section 4 above. The additional criteria for home exteriors set forth in Article VI, Section 5.d., do not apply with respect to outbuildings. The Committee shall permit engineered pre-fabricated buildings subject to approval.

g. **Barns.** In addition to an outbuilding as provided for herein, 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 two thousand four hundred (2400) square feet and the maximum height of the sidewalls and/or eaves of any barn/stable facility shall be twelve (12) feet.

The distance and location of any 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 proceed, 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 to and approved by the Committee as provided for in Article V, Section 4 above. The additional criteria for home exteriors set forth in Article VI, Section 5.d., do not apply with respect to barns/stable facilities. The Committee shall permit engineered pre-fabricated buildings subject to approval.

The Committee, in its sole and exclusive discretion, may grant a variance for a larger size barn on a case-by-case basis.

h. **Completion of Construction.** Once construction is begun on any residence, such construction shall be completed within one (1) year following the date on which such construction was commenced. The construction of all other improvements must be completed within the time period established by the Committee in its approval of such improvement. The Committee, in its sole and exclusive discretion, may grant additional construction time on a case-by-case basis.

i. **Similarity in Housing.** Unless approved by the Committee, a proposed dwelling, which has an exterior elevation appearance substantially similar to a dwelling already existing, under construction, or previously approved for construction, may not be built in close proximity (as the Committee determines “close proximity”) to the dwelling already existing, under construction, or previously approved for construction.

j. **Outside Flood/Area Lights.** Unless otherwise approved by the Committee as provided herein, the use of flood-lighting (halogen, helium and/or xenon) and/or automatic all-night flood/area lighting, is not acceptable for use on any Tract. Upon written approval by the Committee, and on a case-by-case basis, down-lighting which is designed to shield and/or canopied to prevent the broadcast and/or disbursement of lighting to adjacent tracts is permissible. All outdoor lighting fixtures
shall be designed to shield to prevent the broadcast and/or disbursement of lighting to adjacent tracts is permissible. This paragraph is not intended to otherwise prohibit other exterior lighting incidental and/or attached to homes, outbuildings and/or barns which are appropriately shielded and/or canopied.

k. **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 sightly 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.

1. **Location and Orientation of Improvements/Minimum Building Setbacks.** A site plan depicting the location and orientation of all proposed improvements shall be submitted and approved by the Committee as provided for in Article V. 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 Alpine Ranch. 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 any permanent improvement including, but not limited to, the dwelling, garage, outbuildings, wells and location of any permanent improvement including, but not limited to, the dwelling, garage, outbuildings, wells and septic systems, excluding fencing 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 (pursuant to Article II. Section 3): the minimum setbacks for all sides of all Tracts shall be no less than fifty (50) feet.

Section 2. **Tract Driveways and Protection of Ground Cover.** A driveway 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 driveway and to use one path leading to and from the construction site in order to protect and preserve the native ground cover. Upon the completion of construction of the dwelling, driveways shall be completed and be built a minimum of twelve (12) feet and a maximum of eighteen (18) feet in width. The driveway must be surfaced with a minimum of six (6) inches of gravel (or comparable aggregate). The location of a driveway shall be in compliance with this Declaration.

Section 3. **Interior Access to Tracts.** All Tracts within Alpine Ranch shall be accessed only from the roadways situated within the interior of Alpine Ranch. Individual Tract access approaches and driveways 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. **CONSTRUCTION ON ANY TRACT WITHIN THE SUBDIVISION SHALL NOT COMMENCE UNTIL SUCH TIME AS THE ROAD, APPROACH AND/OR DRIVE LEADING TO ANY SUCH TRACT HAVE BEEN CUT IN. IN ADDITION, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ON ANY TRACT**
WITHIN THE SUBDIVISION, INCLUDING EXCAVATION, THE TRACT OWNER, HIS SUCCESSORS OR ASSIGNS, SHALL CUT IN AND CONSTRUCT A DRIVEWAY TO SUCH TRACT, INCLUDING THE INSTALLATION OF NECESSARY CULVERTS AND PLACEMENT OF ROAD BASE MATERIAL IN AND UPON SUCH DRIVEWAY, AS PROVIDED HEREIN.

Individual Tract access approaches and driveways which connect the primary dwelling to the Subdivision roads, shall be constructed with a minimum surface a five inch (5") depth of Grading W type road base gravel. Individual access driveway approaches, defined as that portion of the access driveway that exists within the private road right-of-way, shall include the installation of a properly sized drainage culvert.

Section 4. Electricity and Telephone. All utility extensions from the main line to the dwelling and other improvements within. Alpine Ranch shall be underground where possible. Provisions will be made for Owners to cooperate and participate in costs and preplanning for the placement and location of all utilities. Each Tract owner has the responsibility to coordinate with the Committee or Association to minimize costs and ensure that rebates are properly distributed as may occur when hookups are established for the extension of service to each Owner's respective property.

Section 5. Fencing. Fencing on each Tract shall comply with the following specifications:

a. Privacy/Boundary/Snow Fencing. Privacy and/or boundary fencing shall be permitted subject to Committee approval as set forth in Article V. Boundary fencing shall not: include barbed wire, sheep wire or steel T-Posts unless specifically approved by the Committee. All fences except those which immediately surround a dwelling or a small yard shall meet Wyoming Department of Game and Fish standards so as not affect adversely the movement of wildlife. The Owner shall keep fencing in state of good repair and shall 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 before June 1st of any calendar year.

Section 6. Maintenance of Dwellings: Improvements of Tracts. All Owners shall maintain or provide for the maintenance and upkeep of dwellings and improvements on 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 adversely affect wildlife and/or wildlife habitat.

Section 7. Outside Flood/Area Lights. Unless otherwise approved by the Committee, no freestanding light pole for automatic all-night flood area lighting shall be permitted on any Tract. Flood type lighting shall be permitted only if it is attached to permanent buildings and directed downward only. This paragraph is not intended to prohibit other exterior lighting incidental and/or attached to dwellings or outbuildings.

Section 8. Rebuilding or Restoration. If any dwelling or other improvement is destroyed in whole or in part by fire, windstorm or by some other cause, all debris must be removed and the Tract
restored to a sightly condition within sixty (60) days of the occurrence. The dwelling or other improvement shall be rebuilt with the construction commencing 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 of damage unless a long period is otherwise approved by the Committee due to unusual circumstances. The plans for reconstructing the dwelling or other improvement addressed in this section shall be submitted to the Committee as set forth in Article V.

Section 9. Septic Systems. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the Laramie County Department of Environmental Health. Every Tract Owner and/or their contractor must design and position the primary dwelling and other improvements on the Tract such that there exists adequate area for proper dimensions and distance separations for a complete septic system and an area designated as the location which can be utilized, if necessary, as a secondary drain field location.

Each Tract Owner and/or their contractor must perform a percolation test at the site of the proposed drain field, and to provide the percolation test results to the Laramie County Department of Environmental Health. Application must be made to and received from the Laramie County Department of Environmental Health for each septic system prior to the installation of any septic system.

No sewage, waste, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any drainage way in or adjacent to the Subdivision. All toilet facilities must be a part of the residence or garage/outbuilding and shall be of a modern flush type and connected to a proper septic tank system, except for temporary, self contained toilet facilities utilized during construction.

Section 10. Water Wells. New water wells shall be located a minimum of twenty-five (25) feet from any property line. All wells must be permitted by the Wyoming State Engineer.

ARTICLE VII: LANDSCAPING

Section 1: Landscaping. Soil immediately surrounding the home site which has been disturbed during the construction phase shall be re-seeded with a native turf mix or other grass of the Owner’s choice within one (1) year after the completion of construction of the primary residence. Any trees or shrubs removed due to roadways, residence, outbuildings or septic systems/wells shall be replaced by “like” species of comparable size within one (1) year of construction completion. Trees, shrubs or other landscaping elements such as rocks, wood hips, bark and mulched or graveled materials are 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. In order to enhance each Tract and home site and to promote a harmonious and integrated appearance among the Tracts, the following minimum landscaping standards shall apply:

a. Trees. Within one (1) year after the completion of construction of the dwelling, the Owner shall plant and maintain no fewer than five (5) trees of any variety which have the following minimum height requirements: any coniferous trees shall be no less than four feet (4') tall when planted and any deciduous tree shall be no less than eight feet (8') tall when
planted. Nothing herein shall be construed to prohibit the Owner from planting any number of additional trees which are less than the minimum height requirements. No unsightly shelter or wind protection for trees, such as tires or pallets or as otherwise determined by the Committee or the Association pursuant to Article II, Section 3, shall be permitted. Any dead tree shall be removed from the premises.

b. Turf/yards. Soil immediately surrounding the construction phase, shall be reseeded with a native turf mix, or other grass of the Owner’s choice within one (1) year after the completion of construction of the dwelling. Trees, shrubs, or other landscaping elements such as rocks, wood chips, bark and mulched or graveled materials are also acceptable. The seeding and/or sodding of a grass yard (for purposes of a groomed lawn), particularly in front of the main elevation of a dwelling, is encouraged although not specifically required. The use of drought resistant and/or low maintenance grass is encouraged. No more than 5,000 square feet of lawn/turf grass or irrigated area is allowed. Drip irrigation systems for trees and/or shrubbery are permitted without restriction.

c. Control of Noxious Weeds. Each Owner shall take all actions necessary to control noxious weeds, as defined by the Laramie County Weed and Pest Control Board and/or the Committee or Association (pursuant to Article II, Section 3). Because the timing for effective control of noxious weeds is critical, if an Owner fails to respond immediately to written request for weed control from the Committee, the Committee shall have the right to contract for such control services and the company so contracted shall have the right to enter upon any such Tract to treat noxious weeds without any liability for trespass. In the event that the Committee provides for noxious weed treatment as described here, the Owner of a Tract treated for noxious week treatments described herein, shall pay costs related to enforcement incurred by the Committee. Noxious weed treatment shall be strictly limited to herbicides approved by the Laramie County Weed and Pest Control Board. Under no circumstance, however, shall materials or methods be utilized to control noxious weeds, which would endanger wildlife or sensitive wetland habitat on the property, or adjacent ranch lands. Use of the chemical herbicides and pesticides shall be prohibited, except for controlling noxious weeds.

d. Habitat Enhancement. Native rangeland improvement, wildlife habitat and wetland enhancement are acceptable, physical alliterations to property. However, prior to undertaking any enhancement activities, a plan describing enhancements must be submitted to the Committee or the Association (pursuant to Article II, Section 3) for approval.

ARTICLE VIII: EASEMENTS
Section 1. **Road Easements.** All road easements within Alpine Ranch are for the exclusive use of Tract Owners and their guests with the following exceptions: emergency vehicles, delivery vehicles, construction and service of utilities, construction and service of billboards (if any), propane delivery, construction contractors and subcontractors and service providers and any use required by law.

Section 2. **Drainage Easements.** No improvements of any kind shall be permitted within Alpine Ranch which obstruct or divert flow of any natural drainage.

Section 3. **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 as set forth in Article VI, Section 9.

Section 4. **Fire Suppression Cisterns.** Easements for the location and installation of two (2) fire suppression cisterns within the subdivision, together with the right of ingress and egress thereto for the access, installation, maintenance and any other use consistent with such cisterns, shall be reserved over, across and upon the Common Open Space and any other Tracts as necessary.

**ARTICLE IX: ENFORCEMENT PROVISIONS**

Enforcement and Remedies: These Covenants, conditions and restrictions may be enforced by any legal or equitable Owner(s), by the Committee, the Association, 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 at law or in equity against those persons violating, restraining a future violation, recover or damages for any violation and for such other and further relief as may be available and may be necessary to restore a property to the condition established by this Declaration. The party found to have violated these Covenants shall be responsible for the reasonable attorney's fees incurred by the person or entity bringing such action. The failure to enforce or cause the abatement of any violation of this Declaration 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 of this Declaration. In addition to the foregoing, an Owner, the Committee, the Association and/or the Declarant shall also be awarded ten thousand dollars ($10,000) as liquidated damages in addition to other remedies set forth herein or ordered by the Court, if the person or entity seeking enforcement has provided the person or Owner violating the provisions of this Declaration with written notice of the violation and thirty (30) days have expired without complete remediation of the violation. The Committee, the Association, or Declarants may prosecute violations of the Declaration on behalf of any Owner, however, they are not obligated to do so and no action can be brought by an Owner to compel such action by the Committee, Association or Declarants to enforce any provision of the Declaration.

**ARTICLE X: ASSESSMENTS**

Section 1. **Assessment/Liens.** Determination of the amount of annual assessments shall be made on at least an annual basis at a regular meeting of the Association. Determination of the amount of special assessments shall be made at a special meeting of the Association convened for the specific purposes set forth in the notice thereof.
a. **Personal Obligation of Assessments.** Each Owner hereby covenants and agrees by acceptance of a deed for a Tract(s) in Alpine Ranch, whether or not it shall be so expressed in such deed, to pay the Association each and every annual or special assessment described as follows:

1) An initial annual assessment for Road maintenance, repair and improvement, is hereby set initially at Three Hundred Sixty Dollars ($360.00) per Tract per year. Such annual assessment may be modified as determined from time to time by the Association to be due and owing by the Owners.

2) An initial annual assessment for Open Space maintenance, repair and improvement, utilities, taxes and insurance and Association expenses shall be set by the Association at its first meeting. Such annual assessment may be modified as determined from time to time by the Association to be due and owing by the Owners.

3) Any tracts owned by the Declarant shall be free of annual assessments, unless the Declarant obtains a building permit on a Tract within the subdivision. At that time the Declarant is responsible for assessments as they are outlined in Article II Section 9.

b. **Creation of the Lien.** Said assessments and special assessments, together with interest, costs and reasonable attorneys fees shall be assessed against 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 became due. The personal obligation for delinquent assessments shall pass to an Owner’s successor(s) in title unless expressly disclaimed by said successor by notice to the Association prior to transfer of title. Such disclaimer must be accepted by majority vote of the Association.

c. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and quality of life of the residents in the Lots, for the improvement, maintenance, improvement and operation and to pay the costs of insurance of the roads, Open Space and Common Elements situated within the Subdivision, to fund Association activities and other activities mutually approved which shall inure to the benefit of the Owners.

d. **Notice of Quorum for any Action Authorized under this Section.** Without regard to any other provision 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 or more than forty-five (45) days in
advance of the meeting. At the first 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 sixty (60) days following the first scheduled meeting established pursuant to the section.

e. Rate of Annual Assessments: the annual assessments as determined under the preceding paragraphs shall be uniform among all owners (except Declarant owned tracts) and shall be collected in annual installments or monthly installments as determined by the Association.

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 established by the Association in accordance with the 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 through December 31. Assessments shall commence at such time as an amount of and reason for such assessments are determined by the Association, except that no assessment shall be due in less than thirty (30) days from the establishment of the assessment. The Association shall fix the amount of any annual assessment against each purchased Lot 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 who shall be personally obligated to pay the same, or to foreclose on the lien against the property in its discretion. In any event, the Association shall be entitled to recover all costs and reasonable attorney’s fees occasioned by the Owner’s failure to timely pay said assessment.

i. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Tract pursuant to mortgage foreclosure or any proceeding in lieu thereof, may 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 Lot and the subsequent
Owner from liability for any assessments thereafter becoming due or from the lien thereof.

j. In the event that any Tract Owner shall fail to make his, her or its annual or special assessment assessed by the Association, said assessment may be collectable in an action brought before a court of competent jurisdiction and any judgment awarded in any such action shall become a lien upon the subject Tract. In any such action brought by the Association to collect unpaid assessments, the Association shall be entitled to recover all costs incurred by it in such collection action including, without limitation, reasonable attorney’s fees and costs.

ARTICLE XI: GENERAL PROVISIONS

Section 1: Taxes. Each owner shall pay the taxes assessed for their individual Tract(s).

Section 2: Duration. This Declaration shall run with the land and bind the Subdivision, all Tracts thereof and all Owners, their successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming, after which time the Declaration 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. Any termination of this Declaration shall be recorded in the Office of the County Clerk and Recorder of Laramie County, Wyoming in order to be made effective.

Section 3: Amendment. This Declaration may be amended in whole or in part, EXCEPT FOR ARTICLE 1, SECTIONS 7, 8, 9 and ARTICLE III, SECTION 15 c., by a written instrument executed by two-thirds (2/3) or more of the record Owners. Any amendment to this Declaration shall be approved in writing by the Declarants (or their successors) in order to be valid. Any amendment of this Declaration must be recorded in the Office of the County Clerk and Recorder of Laramie County, Wyoming in order to be made effective.

Section 4. Votes. Whenever a vote of the Owners is required in this Declaration, Article IV, Section 4, shall control. To bind a Tract to an amendment or termination of the Declaration, all record owners shall sign the written amendment or termination agreement.

Section 5: Benefits and Burdens. The terms and provision contained in this Declaration shall bind and inure to the benefit of the Declarants and the Owners of the Tracts located within Alpine Ranch and their respective heirs, successors, personal representatives and assigns.

Section 6: Severability. Invalidation of any one of the provisions or restrictions in this Declaration by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 7: Individual Owner Liable. NOTHING IN THIS PROVISION SHALL BE CONSTRUED BY AN OWNER TO ALLEVIATE THE RESPONSIBILITY TO PROCURE AT HIS/HER EXPENSE LIABILITY INSURANCE FOR THE INJURY, DEATH OR DAMAGE OCCURRING ON HIS/HER OR ITS TRACT.
Section 8: No Liability. Declarants, the Architectural Control Committee (Committee), Alpine Ranch, Summit Land LLC, Thomas Hunter, Dan Gregg, Mark Wheeler or any successors or assigns of the aforementioned shall not be liable for damages or otherwise liable to any Owner or to any third-party 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 for variance.

IN WITNESS WHEREOF, this Declaration of protective Covenants has been executed this ___ day of __________, 2007.

SUMMIT LAND, LLC, Grantor
By:

[Signature]
Thomas Hunter, Member

[Signature]
Mark Wheeler, Member

[Signature]
Dan Gregg, Member

STATE OF WYOMING

COUNTY OF LARAMIE

The foregoing “Declaration of Protective Covenants for Alpine Ranch Subdivision, First Filing and Second Filing” was acknowledged before me by Thomas Hunter, Mark Wheeler, Dan Gregg in their capacities as members of Summit Land, LLC, and they have certified that this action was taken by them pursuant to the authority granted to them by the Articles of Organization for Summit Land, LLC, this ___ day of __________, 2007.

Witness my hand and official seal.

Notary Public

My commission expires: APR 20, 2010

[Official Seal]
SUBDIVISION SETUP FORM

Subdivision Proper Name: ALPINE RANCH FIRST FILING

Received from: SUMMIT LAND LLC

Grantor: SUMMIT LAND LLC

Document Date: 10/03/2006

Grantee: IN RE ALPINE RANCH FIRST FILING

Legal Description: McB PTN N2 SEC21 T14N R65W

SUBDIVISION INFORMATION

Short Alpha Name: ALPINE RCH 01F

Number: 3049

Block Name: NONE

Lot Name: TRACT

Replats Previous Platting: Y/N

Defunct Subdivision: Y/N

Covenants Book/Page: 2034/171

Old Hard Copy Book/Number: 

ABSTRACTING INFORMATION

For suffix 40-69 (Existing Parcels Affected)

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For suffix 70-99 (New Parcels Created)

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