DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CATTLEMEN HILLS

THIS DECLARATION, made on the date hereinafter set forth by Cattlemen Hills, LLC,
hereinafter referred to as “Declarant.”

W I T N E S S E T H:

WHEREAS, Declarant is Cattlemen Hills, LLC, a Wyoming limited liability company, the
Members of which are all of the Owners of parcels of real property in the County of Laramie, State
of Wyoming, situate within the following:

Sections 9 and 10, Township 16 North, Range 66 West of the 6th P.M.,
Laramie County, Wyoming.

WHEREAS, it is the desire of the Owners of the Tracts described above to have a
Declaration of Covenants, Conditions and Restrictions for the purpose of providing for the
improvement and maintenance of Roads.

WHEREAS, it is the desire of the Owners of the Tracts described above to facilitate and
regulate the construction and placement of appropriate improvements within Cattlemen Hills, as
well as the proper use of the property, for the purpose of preserving and enhancing the value,
desirability, and attractiveness of Cattlemen Hills.

NOW, THEREFORE, Declarants hereby declare that all of the properties described above
shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and
conditions which are for the purpose of protecting the value and desirability of, and which shall run
with, the real property and be binding on all parties having any right, title or interest in the
described Tracts or any part thereof, their heirs, successors and assigns, and shall inure to the
benefit of each Owner thereof.

ARTICLE I: INTENT AND SCOPE OF COVENANTS

Section 1. Intent. This Declaration of Protective Covenants is intended to have a
Declaration of Covenants, Conditions and Restrictions for the purpose of insuring the use of the
Tracts in Cattlemen Hills for attractive residential purposes only, to prevent nuisances, to prevent
the impairment of the attractiveness of the Tracts and Cattlemen Hills, and to maintain the desired
tone of the community, and thereby to secure to each Owner the full benefit and enjoyment of his or
her Tract and home, with no greater restriction on the free and undisturbed use of his or her Tract
than is necessary to insure the same advantages to other Tract Owners.

ARTICLE II: DEFINITION OF FREQUENTLY USED TERMS

Section 1. “Association” shall mean and refer to Cattlemen Hills Homeowners Association,
Inc., a Wyoming non-profit corporation, and its successors and assigns.

Section 2. “Board” shall mean and refer to the Board of Directors of the Association.
Section 3. "Cattlemen Hills" shall mean all of the real property situate in Sections 9 and 10, Township 16 North, Range 66 West of the 6th P.M., Laramie County, Wyoming, together with any and all improvements and appurtenances thereon, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Committee" shall mean and refer to the Architectural Control Committee as established, pursuant to Article VI of this Declaration.

Section 5. "Common Expense" shall mean and refer to an expense incurred by the Association in connection with the improvement and maintenance of any Road or other expenses associated therewith, or expenses incurred by the Association necessary to maintain the existence of the Association or to carry out the rights and obligations of the Association under this Declaration.

Section 6. The term "these Covenants" shall mean and refer to this Declaration and to the covenants, conditions and restrictions set forth in this Declaration.

Section 7. "Declarant" shall mean and refer to Cattlemen Hills, LLC, a Wyoming limited liability company, executing this Declaration, and its successors and assigns.

Section 8. "Declaration" shall mean and refer to this Declaration of Protective Covenants, Conditions and Restrictions for Cattlemen Hills Subdivision.

Section 9. "Members" shall mean and refer to all Owners of Tracts, in their capacity as Members of the Association.

Section 10. "Owner" shall mean and refer to the record owner(s), whether one or more persons or entities, of fee simple title to any Tract (or in the event of a "Contract for Deed" transaction involving any Tract, the purchaser(s) thereunder), but excluding those having such interest solely as security for the performance of any obligation, in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof.

Section 11. "Roads" shall mean and refer to all common roadways within Cattlemen Hills, as may be granted and reserved to Declarant and its successors in interest. "Roads" shall not refer to nor include any driveway or like improvement constructed on any Tract.

Section 12. "Road Costs" shall be defined as any additional maintenance, repair or improvement that the Association may deem necessary to maintain the Roads. The Owners of the Tracts will be responsible for all costs associated with the maintenance and improvement from time to time of the Roads.

Section 13. "Tract" shall mean any parcel of real property situate in Cattlemen Hills, together with any and all improvements and appurtenances thereon.

ARTICLE III: PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment on and to the Roads, and utility easements more particularly described on the Record.
of Survey "Cattlemen Hills" as recorded on February 21, 2006, at Book 1933, Page 175, in the
office of the Clerk of Laramie County, Wyoming, which right and easement shall be appurtenant to
and shall pass with the title to every Tract, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use of the Roads by
an Owner for any period during which any assessment against his Tract remains unpaid; and for a
period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the Roads to any
public agency, authority, or utility for such purposes and subject to such conditions as may be
agreed to by the Members. No such dedication or transfer shall be effective unless an instrument
signed by two-thirds (2/3) of the Members agreeing to such dedication or transfer has been
recorded;

(c) Easements and rights of access for utility lines as set forth in Article XII of this
Declaration.

(d) Parking on the Roads shall not be permitted.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws,
his right of enjoyment to the Roads to the members of his family, his tenants, or contract purchasers
who reside on the property, and guests, pursuant to the rules and regulations adopted by the
Association from time to time.

ARTICLE IV: MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Tract which is subject to assessment shall be a Member of the
Association. Membership shall be appurtenant to and may not be separated from ownership of any
Tract.

Section 2. Members shall be all Owners and shall be entitled to one vote for each Tract
owned. When more than one person holds an interest in any Tract, all such persons shall be
Members. The vote for such Tract shall be exercised as they among themselves determine, but in
no event shall more than one vote be cast with respect to any Tract.

ARTICLE V: USES AND RESTRICTIONS

Section 1. Principal Use. It is intended that the Tracts within Cattlemen Hills shall be used
and occupied as rural “ranchette” single-family residential home sites for the full enjoyment of the
Owner thereof, subject to the covenants, conditions and restrictions contained herein.

Section 2. Nuisances. No noxious or offensive activities constituting a nuisance shall be
permitted on any Tract within Cattlemen Hills. For purposes of the Section, a “nuisance” shall be
construed in light of case law precedent and statute for the State of Wyoming. Notwithstanding the
aforementioned, for purposes of this Section, the following activities upon any Tract shall be
deemed a nuisance, per se: discharging firearms and/or hunting; discharging fireworks; operating
all-terrain vehicles (ATVs) or other off-road recreational vehicles within Cattlemen Hills (except
upon the Roads provided such vehicle is properly-licensed and observing all traffic laws or upon the
Tract owned by the Owner of the vehicle in a manner so as not to disturb the serenity of the area, including other Tracts).

Section 3. Commercial Enterprise. No commercial business activity, other than a home occupation use in conformance with Section 4 of this Article IV, below, may be conducted upon any Tract within Cattlemen Hills.

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

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

(a) There shall be no offensive noises, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line.

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

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

(d) Employees working on the site of the home occupation shall only be bona fide full-time residents of the home dwelling, which is situated on the Tract.

(e) Notwithstanding anything herein to the contrary, the following businesses shall not be allowed as home occupations upon any Tract within Cattlemen Hills:

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

(2) Massage Parlors/Technicians.
(3) Any other home occupation which is determined as noxious, offensive or annoying by the written vote of no less than Seventy-Five Percent (75%) of the then-Members of the Association.

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

Section 6. **Vehicles.** No vehicle, trailer, or any vehicular equipment shall be parked along any of the Roads. Unlicensed, unused, stripped-down, partially wrecked, immobile or inoperative vehicles must be parked within a garage or outbuilding.

It is encouraged that recreational vehicles (including, but not limited to, “RVs,” motor homes, fifth-wheels, camp trailers, boats, and boat trailers) and the like be parked in garages and/or approved outbuildings; however, the outdoor parking of no more than three (3) of said types of vehicles shall be permissible, provided said vehicles are situated away from the general view of the adjacent landowners and away from the roadway-side of any house. Under no circumstances may a recreational vehicle be used as a dwelling on a Tract.

Section 7. **Mobile Homes and Relocated Homes Prohibited.** All home construction shall be new, on-site construction, or factory-built “modular” homes. Under no circumstances may pre-existing “stick-build” homes be relocated from any location to a Tract.

Section 8. **Temporary Structures.** No structure of a temporary character (such as a tent, shack, barrack, garage, basement, barn or other outbuilding) shall be used on any Tract as a dwelling, either temporarily or permanently.

Section 9. **Signs.** No signs of any kind shall be displayed to the public view on any Tract except as follows: (1) Two (2) signs advertising the initial offering of Cattlemen Hills; (2) One (1) sign of not more than five (5) square feet advertising the property for sale or rent; (3) Two (2) signs of no more than thirty-two (32) square feet set by a builder to advertise property during the construction period only; and (4) One (1) sign of no more than twelve (12) square feet to identify property ownership.

Section 10. **Outside Toilet Facilities.** No outside toilet facilities shall be constructed or maintained on any portion of any Tract. Septic tanks, sewage disposal systems, and drinking water facilities shall conform to all requirements and regulations established by the County of Laramie, and the State of Wyoming.

Notwithstanding the foregoing, during the construction of the principal dwelling structure on a Tract, one (1) fully-enclosed and self-contained portable toilet unit (commonly referred to as a “Porta-Potty”) may temporarily be kept on the Tract. Said portable toilet unit shall be regularly and properly serviced and maintained during the time it is on the Tract, and shall be removed from the Tract immediately upon completion of the principal dwelling structure on the Tract.
Section 11. Single-Family Home Sites. No structure, other than one (1) private single-family dwelling, together with a private garage and/or appropriate outbuildings and barn or stable as provided for hereinafter, shall be erected, placed, or permitted to remain on any Tract. No Tract within Cattlemen Hills may be further divided into smaller units or Tracts.

ARTICLE VI: ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. An Architectural Control Committee for Cattlemen Hills is hereby constituted. The initial Committee shall consist of the undersigned individuals executing this Declaration in their capacities as Officers and Directors of the Association. All notices to the Committee required herein shall be sent to:

Architectural Control Committee – Cattlemen Hills
% Bart Duffey
3919 Central Avenue
Cheyenne, WY 82009

All Committee actions or decisions shall be by majority vote. The committee may designate a representative to act for it, which representative may or may not be a member of the Committee. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to any compensation of any kind for services performed pursuant to this Covenant. In the event of a vacancy due to the death, termination, or resignation of any member, the remaining member(s) shall have full authority to designate a successor, in which case notice of the successor’s identity shall be recorded with the Office of the Clerk and Recorder of Laramie County, Wyoming.

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

Any approval or permission granted by the Committee shall not be construed to apply to any Owner or Tract other than that for which the approval or permission specifically states it was granted. In no event shall the Committee be estopped by any approval or permission previously granted.

Section 2. Submission to Committee. No improvement, home, outbuilding, or barn/stable facility shall be constructed or erected on any Tract within Cattlemen Hills until the submission requirements in the following Section 3 of this Article VI have been complied with, and the Committee has approved the submission data.

Section 3. Submission Requirements. Prior to the initial construction of and improvements, home, outbuilding, or barn/stable facility the Owner must submit the following data to the Committee:
(a) A plan for the proposed home, outbuilding, or barn/stable which shall include the following information: square footage, floor plan, drawings of exterior elevation 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, wells and septic systems; and

(c) Any other information as may be required by the Committee in order to ensure compliance with the requirements contained herein.

Section 4. Approval Standard and Procedures. The Committee shall consider the submission data in light of the requirements, intent, and spirit of this Declaration. Approval shall be based upon, among other things: compliance with the terms provided for in Article VII, below, reasonable aesthetic appeal (including colors, materials and designs); the proposed location of the home, outbuilding, or barn/stable in relation to the topography, the roads, and the adjacent Tracts; and the conformity and harmony of the proposed home, outbuilding, or barn/stable and/or use of Tract with the intent and spirit of all provisions in this Declaration.

The Committee shall inform the applicant of its decision within twenty (20) days of the submission of all the required data. In the event the Committee disapproves of any submitted plan, 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 with a written statement of the basis for the denial.

The Committee and its representative shall not be liable for any claim, charge or damage of any nature whatsoever by reason of any approval or disapproval by the Committee or its representative with respect to any submission made pursuant to this Article VI.

Section 5. Renovations. No substantial alteration or renovation of the exterior of any improvement, home, outbuilding, or barn/stable situated on a Tract, shall be performed without receiving Committee approval of the same after complying with Article VI, Section 3, and hereinabove. Changes in color of exterior paint(s) or stain(s) from that on any improvement, home, outbuilding, or barn/stable existing on a Tract shall require Committee approval.

Section 6. Commencement and Completion of Approval Construction. Once the Committee has approved plans for construction, it is expected that construction shall commence within six (6) months from the date of approval. If construction has not commenced within six (6) months from the date of approval, said approval shall be deemed expired and the submission and approval process will have to be reinitiated. Once construction approved by the Committee begins any home or improvement or alteration thereto, it 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 the Committee establishes a longer period at the time of approval of the construction plans.

ARTICLE VII: STANDARDS RELATING TO IMPROVEMENTS

Section 1. General. The following standards create a minimum code of uniformity for the construction of homes and/or outbuildings within Cattlemen Hills.
Section 2. **Minimum Square Footage.** The principal dwelling on any Tract must have a minimum, fully-enclosed ground floor area devoted to living purposes, of no less than one thousand two hundred (1,200) square feet, except if said dwelling has multiple levels; whereas the minimum living area of the first floor area may be reduced, provided that the total living area of the multiple levels is not less that one thousand five hundred (1,500) square feet. Said minimum square footage standards are exclusive of basements, walkout basements, porches, terraces and attached garages. Multi-level homes (bi-level, tri-level, two-stories) must have one thousand five hundred (1,500) square feet above grade.

Section 3. **Additional Criteria for Home Exterior.** Roofing materials must be approved by the Committee and may include “T-lock” and/or laminated asphalt shingles with minimum 25-year manufacturer warranty, shake shingles, tile, or other roofing products approved by the Committee.

Modular homes must be no less than twenty four (24) feet wide and must be permanently affixed to a poured concrete foundation, a concrete block foundation or a concrete slab on grade foundation, which extends around the entire perimeter of the structure with a crawl space or basement. Modular homes must have a pitched roof of no less than 4/12 slope.

Section 4. **Garages.** All dwellings on any Tract shall have no less than a 2-car attached garage, or a 2-car detached garage. Any garage required under this section shall be a minimum of four hundred (400) square feet of enclosed space.

Section 5. **Location and Orientation of Improvements/Minimum Building Setbacks.** A site plan depicting the location and orientation of all proposed improvements must be submitted and approved by the Committee, as provided for in Article VI, hereinabove. The proposed location and orientation of improvements upon a particular Tract are important factors considered by the Committee, taking into account, among other things, the topography of the particular Tract, the views, and the desire to maintain symmetry, harmony, and balance among all improvements situated with in Cattlemen Hills. 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 – 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 two or more roads. In such cases, subject to approval from the Committee, the home may face any of such roads, taking into consideration, among other things, the orientation of homes in close proximity and the intent to maintain a minimum degree of symmetry, harmony, and balance among all improvements situated within Cattlemen Hills. Additionally, the Committee may consider the topography of a Tract, which merits the orientation of a home in a manner other than a prescribed in this paragraph.

With respect to the location of improvements upon a Tract, the following minimum setbacks shall be required in relation to front, rear, and side property lines, unless otherwise approved in
writing by the Committee. The minimum setbacks for the front of all Tracts shall be no less than one hundred twenty feet (120'). The minimum setbacks for the sides of all Tracts shall be no less than one hundred twenty feet (120'). The minimum setbacks for the rear of all Tracts shall be no less than one hundred twenty feet (120').

Section 6. Outbuildings. No more than four (4) outbuildings (including barn/stables) shall be permitted on any Tract.

Any plan for an outbuilding must be submitted and approved by the Committee, as provided for in Article VI of this Declaration. The distance and location of an outbuilding in relation to the home and other improvements must be appropriately integrated. The additional criteria for home exteriors (in Section 3 of this Article VII) do not apply with respect to outbuildings. Engineered, prefabricated metal buildings shall be permitted subject to approval by the Committee.

Section 7. Barns. In addition to an outbuilding as provided for in the preceding Section, up to two (2) barn/stable facilities shall be permitted on any Tract.

Any plan for barns/stables must be submitted and approved by the Committee, as provided for in Article VI of this Declaration. The distance and location of a barn/stable facility in relation to the home and other improvements must be appropriately integrated. The additional criteria for home exteriors (in Section 3, above) do not apply with respect to a barn/stable facility. Engineered prefabricated metal barns shall be permitted subject to approval by the Committee.

Riding arenas, which necessitate the tilling of the soil for the arena bed, must be approved by the Committee and shall be evaluated in terms of size of the proposed arena to be tilled and the location on the particular Tract.

Section 8. Fences. Privacy fencing and/or boundary fencing is allowed subject to Committee approval. Owner must keep fencing in a state of good repair and must promptly remove any accumulation of trash and/or debris against the same.

Section 9. Maintenance of Homes, Improvements and Tracts. All Owners shall, at their own expense, maintain or provide for maintenance and general upkeep of homes and improvements upon their Tract.

ARTICLE VIII: LANDSCAPING

Section 1. Landscaping. In order to enhance each Tract and home site, and to promote a harmonious and integrated appearance among all Tracts, the following minimum landscaping standards shall apply:

(a) Trees. Within two (2) years after the completion of construction of the primary residence, Owner shall plant and maintain no less than five (5) trees of any variety, which have the following minimum height requirements: Any coniferous tree 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 an owner from planting any number of trees less than the minimum height requirements, in addition to the required five (5) trees, which meet the minimum height requirements. No unsightly shelter or wind protection for trees, such as used tires
or pallets, or as otherwise determined by the Committee, shall be permitted. Any dead tree shall be promptly removed from the premises.

(b) Turf/Yards. Soil immediately surrounding a home site, which has been disturbed during the construction phase, shall be reseeded with a native turf mix, or other grass mix suitable for the region, within one (1) year after the completion of construction of the primary residence. Trees, shrubs, or other landscaping elements, such as rocks, wood chips, barks 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 home is encouraged, although not specifically required. The use of drought resistant and/or low maintenance grass is encouraged. Drip irrigation systems for trees and/or shrubbery are permitted, without restriction. It is recommended that areas immediately around structures be maintained short enough to protect those structures from grass and prairie fires.

(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. Because the timing for effective control of noxious weeds is critical, if an Owner fails to respond immediately to a written request for 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 herein, the Owner of a Tract treated for noxious treatment shall pay all costs relating 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 chemical herbicides and pesticides shall be prohibited, except for controlling noxious weeds.

(d) Habitat Enhancement. Native rangeland improvement, wildlife habitat and wetland enhancements are acceptable physical alterations to property.

ARTICLE IX: ANIMALS

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

Section 2. Livestock. Horses, cattle, sheep, goats, swine and poultry for the Owners personal use shall be permitted on his/her Tract, subject to the following conditions and requirements;

No more than six (6) horses, cattle, sheep, goats, swine, collectively and in the aggregate, and forty (40) poultry, may be kept on each Tract. This maximum allowable number may be exceeded in the event of the birth of offspring; however this exception shall expire after one hundred eighty (205) days from that birth. In the case where an Owner elects to have livestock, adequate barn/stable facilities, complying with all other Articles of these Covenants, and adequate
non-grazing feeding arrangements must be demonstrated to and approved by the Committee. **Under no circumstances shall extreme and/or severe grazing be permitted.** The operation of commercial stables and/or arenas is prohibited.

Section 3. **Other Farm Animals.** This Covenant is not intended to prohibit 4-H, FFA or other similar non-commercial projects in addition to the above maximums. These projects must be approved in advance by the Committee, and must be limited to their normal scope and duration.

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

Section 4. **Feed and Drinking Water.** Adequate supplemental feed and drinking water is to be provided daily so that the native grasses and other vegetation on the site is not reduced or compromised as a result of over-grazing.

**ARTICLE X: ROADS**

Section 1. **Road Maintenance and Repair.** All roads within Cattlemen Hills are private roads with public access. Any maintenance, repair and improvement of the Roads, and all associated Road Costs, shall be the sole responsibility of the Association. The Road Costs shall be collected by the Association from the Owners in accordance with the procedures set forth in the By-Laws of the Association then in effect. In no event, however, shall the Association be responsible for construction, maintenance, repair or improvement of any driveway on any Tract, or for the costs associated therewith.

**ARTICLE XI: COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** The Declarants, for each Tract owned within Cattlemen Hills, hereby covenants, and each Owner of any Tract by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments, such assessments to be established assessments, together with interest, costs and reasonable attorney’s fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney’s fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Roads, and payment of Common Expenses including, but not limited to, Road Costs.

Section 3. **Annual Assessment.** Beginning on January 1, 2007, the annual assessment shall be One Hundred Fifty Dollars ($150.00) per Tract, due and payable on or before January 1 of each calendar year. The annual assessment may be increased or decreased from time to time by a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.
Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, any cost of the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article XI shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class 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 preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Tracts and may be collected on an annual basis.

Section 7. Date of Commencement of annual assessments: Due dates. The annual assessments provided for herein shall commence as to each Tract from the date each Tract was conveyed to its Owner. The first annual assessment shall be adjusted according to the number of months remaining in the year. The association year shall commence on January 1 and end on December 31. The Board of Directors shall fix the amount of the annual assessment against each Tract at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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.

Section 8. 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 12 percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by claimed or actual non-use of the Roads, or by abandonment of his Tract.

Section 9. Inspection of Association Books and Records. Every Owner shall be entitled, upon request, to: (a) inspect the books and records of the Association during normal business hours and (b) require the preparation of and, if preparation is required, receive an annual financial statement of the Association for the immediately preceding fiscal year, except that such statement need not be furnished earlier than ninety (90) days following the end of such fiscal year.

ARTICLE XII: EASEMENTS

Section 1. Utility Easements. Utility easements are granted within Cattlemen Hills for wires, electricity lines, gas lines, telephone lines, poles, conduits, and any other public or quasi-public utility service purposes, together with the right of ingress and egress at any time for the
purpose of construction, operation, maintenance and repair of the same. Said utility easements were recorded on February 21, 2006, in the Office of the Clerk of Laramie County, Wyoming, in Book 1933, Page 175.

Section 2. Road Easements. Easements are granted within Cattlemen Hills for Roads, as described in this Declaration, together with the right of ingress and egress at any time for the purpose of construction, operation, maintenance and repair of the same. Said Road easements were recorded on February 21, 2006, in the Office of the Clerk of Laramie County, Wyoming, in Book 1933, Page 175.

ARTICLE XIII: INSURANCE

Section 1. Comprehensive General Liability and Property Damage Insurance. Comprehensive general liability and property damage insurance may be purchased by the Board, the premiums thereon to be paid by the Association, as a Common Expense. The insurance shall be carried with reputable companies authorized to do business in the state of Wyoming in such amounts as the Board may determine. The policy or policies shall name as insured the Association. The policy or policies shall insure against loss arising from perils in and on the Roads, and shall include contractual liability coverage to protect against such liabilities as may arise under the contractual exposures of the Association or the Board.

Section 2. Other Insurance. The Board may purchase and maintain in force as a Common Expense, debris removal insurance, fidelity bonds, and other insurance or bonds that it deems necessary.

Section 3. Attorney-in-fact. The Board is hereby appointed the attorney-in-fact for all Owners to negotiate loss adjustment on the policy or policies carried under Sections 1 and 2 above.

Section 4. Proceeds. The Association shall receive the proceeds of any casualty insurance payments received on the policies obtained and maintained pursuant to this Article. The casualty insurance proceeds shall be used as soon as reasonably possible by the Association for rebuilding, repairing or otherwise reinstating the improvements in a good and substantial manner according to the original plan and evaluation thereof or such modified plans conforming to laws and ordinances then in effect as shall be first approved as herein provided unless the Association determines not to repair or rebuild the improvements.

ARTICLE XIV: GENERAL PROVISIONS

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

Although it is a right, it is neither the obligation nor the responsibility of the Committee or Declarant to prosecute violations of these Covenants on behalf of any Owner(s). Under no circumstance shall an Owner bring any claim, demand, or action against the Committee or Declarant relating, in any way, to a violation of the Covenants by another Owner.

Section 2. Duration and Amendment. The Covenants and restrictions of this Declaration shall run with and bind Cattlemen Hills for a term of twenty (20) 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 they shall be automatically extended for successive periods of ten (10) years each, unless terminated at the end of any such period by written vote of two-thirds (2/3) or more of the then record Owners.

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

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

Whenever a vote of the Owners is required in this Declaration, an Owner shall be entitled to one (1) vote for each Tract owned. Two (2) or more persons owning a Tract (e.g. joint ownership by a husband and wife, etc.) shall collectively be entitled to one (1) vote per Tract.

Section 3. Benefits and Burdens. The terms and provisions contained in the Declaration shall bind and inure to the benefit of the Declarant and the Owners of the Tracts located within Cattlemen Hills and their respective heirs, successors, personal representatives and assigns.

Section 4. Severability. Invalidation of any one of the provisions or restrictions in this Declaration by judgment or valid order of a court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 5. Variances. Variances to any of the Covenants contained herein may be granted by the Committee, as appropriate in special cases and circumstances, at the sole discretion of the Committee, on an extremely limited case-by-case basis. The Committee must approve any and all variances in writing.

Section 6. Headings and Titles. The headings and titles in this Declaration are for convenience and ease of reference only, and shall be of no effect and shall not be considered in construing the Covenants contained herein.

Section 7. Applicability of Restrictions to Purchaser of Tract at Mortgage Foreclosure. Should any mortgage or deed be foreclosed on a Tract to which this Declaration refers, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the
Owner or Owners of such Tract, shall be subject to and bound by all the covenants, conditions, and restrictions set forth in this Declaration.

Section 8. No Liability. Neither Declarants; the Architectural Control Committee; Cattlemen Hills LLC; members of Cattlemen Hills, including but not limited to John E. Bauman and Patsy R. Bauman; Cattlemen Hills Homeowners Association, Inc., and the Officers, Directors and Members thereof; nor any successor or assignee of the aforementioned, shall be liable for damages or otherwise liable to anyone, or to any Owner, by reason of mistake in judgment, negligence, nonfeasance or for any act or omission whatsoever arising out of, or in any way related to any of the Covenants or provisions in this Declaration in its entirety including, but not limited to, the approval, disapproval, or failure to approve any plan, specification or variance.

IN WITNESS WHEREOF, This Declaration of Protective Covenants, Conditions and Restrictions for Cattlemen Hills has been executed this 28th day of February, 2006.

Cattlemen Hills, LLC, Grantors and Declarant

By: John E. Bauman, Member

By: Patricia R. Bauman, Member

STATE OF WYOMING  )
) ss
COUNTY OF LARAMIE  )

The foregoing “Declaration of Protective Covenants, Conditions and Restrictions for Cattlemen Hills,” was acknowledged before me by John E. Bauman and Patricia R. Bauman, in their capacities as Members of Cattlemen Hills, LLC, this 28th day of February, 2006.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

My Commission Expires: 3/29/09
TERMINATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR CATTLEMEN HILLS

WHEREAS, Cattlemen Hills, LLC, a Wyoming limited liability company, was the owner of all of the parcels of real property, numbering thirty-two (32) Tracts in all, in the County of Laramie, State of Wyoming, situate within the following:

All of Sections 9 and 10, Township 16 North, Range 66 West of the 6th P.M., Laramie County, Wyoming; and,

WHEREAS, Cattlemen Hills, LLC, as sole owner of all of the Tracts and as Declarant did declare Protective Covenants, Conditions and Restrictions for Cattlemen Hills (the "Covenants") and, on March 2, 2006, caused the same to be made of record at Book 1935, Page 687 in the Office of the Clerk and Recorder of Laramie County, Wyoming; and,

WHEREAS, the Covenants provide, in Article XIV, Section 2, that the Declaration may be amended, in whole or in part, during the first twenty (20) year period by a written instrument executed by two-thirds (2/3) or more of the then record Owners of the Tracts; and,

WHEREAS, pursuant to Article XIV, Section 2 of the Covenants, any termination of, or amendment to, the Covenants must also be approved, in writing, by the Declarants (or their successors) in order to be valid; and,

WHEREAS, Cattlemen Hills, LLC, is the record Owner of twenty-nine (29) of the thirty-two (32) Tracts; and,

WHEREAS, Ben A. and Linda M. Adamson, husband and wife, are the record Owners of three (3) of the thirty-two (32) Tracts; and,

WHEREAS, it is the desire of Cattlemen Hills, LLC. and Ben A. and Linda M. Adamson, as the record Owners of all of the Tracts, to terminate the Covenants;

WHEREAS, it is the desire of Cattlemen Hills, LLC., as Declarant, to approve the termination of the Covenants;

NOW, THEREFORE, Cattlemen Hills, LLC., and Ben A. and Linda M. Adamson, husband and wife, hereby declare that the Protective Covenants, Conditions and Restrictions for Cattlemen Hills, made of record on March 2, 2006, at Book 1935, Page 687 in the Office of the Clerk and Recorder of Laramie County, Wyoming, are hereby immediately and permanently REVOKED and TERMINATED, and shall be considered null, void, and of no effect;

IN WITNESS WHEREOF, this Termination of Protective Covenants, Conditions and Restrictions for Cattlemen Hills has been executed this 12th day of

[Signature]

2006,
CATTLEMEN HILLS, LLC

By: John E. Bauman, Member

STATE OF WYOMING  
)  
COUNTY OF LARAMIE  
)

The foregoing "Termination of Protective Covenants, Conditions and Restrictions for Cattlemen Hills," was acknowledged before me by John E. Bauman and Patricia R. Bauman, known to me personally, in their capacities as Members of Cattlemen Hills, LLC, this 15th day of March, 2006.

WITNESS MY HAND AND OFFICIAL SEAL.

By: Patricia R. Bauman, Member

Notary Public

My Commission Expires: 07/08/07

BEN A. ADAMSON

P.O. Box 2848  
Cheyenne, WY 82003-2848

STATE OF WYOMING  
)  
COUNTY OF LARAMIE  
)

The foregoing "Termination of Protective Covenants, Conditions and Restrictions for Cattlemen Hills," was acknowledged before me by Ben A. Adamson and Linda M. Adamson, whose identities were proven to me on the basis of satisfactory evidence, this 15th day of March, 2006.

WITNESS MY HAND AND OFFICIAL SEAL.

By: Linda M. Adamson

Notary Public

My Commission Expires: 3/29/09

LINDA M. ADAMSON

P.O. Box 2848  
Cheyenne, WY 82003-2848
APPROVAL OF TERMINATION:

CATTLEMEN HILLS, LLC

By: John E. Bauman, Member

By: Patricia R. Bauman, Member

STATE OF WYOMING )
 ) ss
COUNTY OF LARAMIE )

The foregoing "Termination of Protective Covenants, Conditions and Restrictions for Cattlemen Hills," was acknowledged before me by John E. Bauman and Patricia R. Bauman, known to me personally, in their capacities as Members of Cattlemen Hills, LLC, this 29th day of March, 2006.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

My Commission Expires: 07/08/08

TERMINATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR CATTLEMEN HILLS
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