

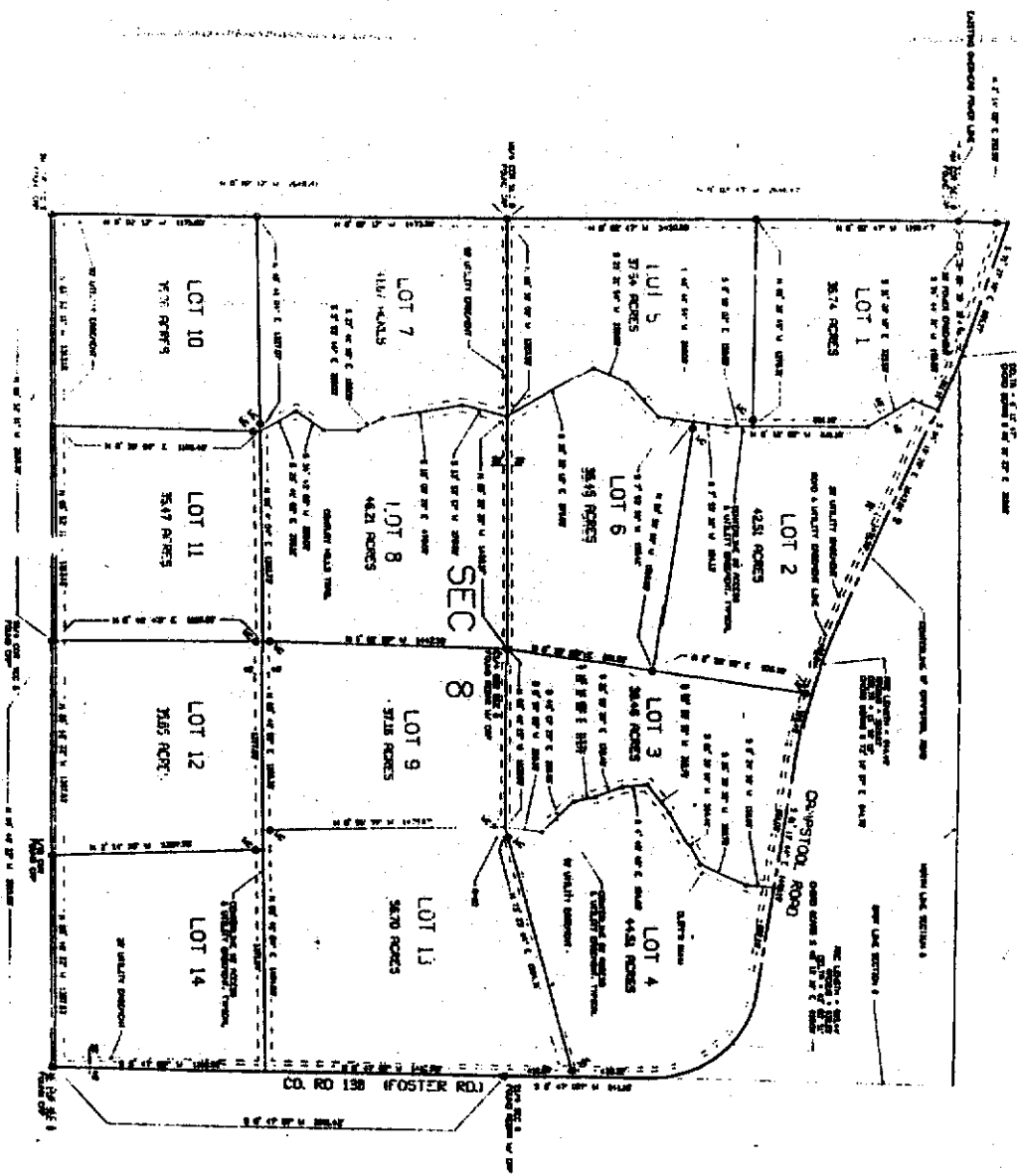


First American Title™

These documents are provided by First American Title as a courtesy to you. Should you have any questions regarding these documents, please contact your Realtor or a Real Estate Attorney.

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.

SEC 5



LAND DESCRIPTION

THESE LOTS ARE DESCRIBED AS SHOWN ON THE ATTACHED PLAT AND ARE SUBJECT TO ALL EASEMENTS, RIGHTS AND INTERESTS OF RECORD. THE SURVEYOR HAS BEEN ADVISED THAT THE LANDS SHOWN ON THIS PLAT ARE NOT SUBJECT TO ANY UNRECORDED EASEMENTS, RIGHTS OR INTERESTS. THE SURVEYOR HAS BEEN ADVISED THAT THE LANDS SHOWN ON THIS PLAT ARE NOT SUBJECT TO ANY UNRECORDED EASEMENTS, RIGHTS OR INTERESTS. THE SURVEYOR HAS BEEN ADVISED THAT THE LANDS SHOWN ON THIS PLAT ARE NOT SUBJECT TO ANY UNRECORDED EASEMENTS, RIGHTS OR INTERESTS.

NOTES:

- 1. NO RECORDED PUBLIC SERVICE EASEMENTS, RIGHTS OR INTERESTS.
- 2. NO RECORDED PUBLIC WATER RIGHTS.
- 3. NO RECORDED PUBLIC EASEMENTS OR INTERESTS.
- 4. RECORDED EASEMENTS, RIGHTS AND INTERESTS SHALL BE SHOWN ON THIS PLAT.
- 5. THE SURVEYOR HAS BEEN ADVISED THAT THE LANDS SHOWN ON THIS PLAT ARE NOT SUBJECT TO ANY UNRECORDED EASEMENTS, RIGHTS OR INTERESTS.

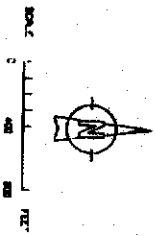
SURVEYOR'S CERTIFICATE

I, John A. Smith, a duly Licensed Surveyor in the State of Wyoming, do hereby certify that the above described land is the property of John A. Smith and is located in the County of Albany, Wyoming.



LEGEND:

- ROAD (WYOMING) RIGHT-OF-WAY
- SET-BACK REQUIREMENT
- RECORDED EASEMENT
- UNRECORDED EASEMENT
- ADJACENT LAND
- LOT LINE



REVISION: Alpha

RECORD OF SURVEY
CENTURY HILLS
A PORTION OF SECTIONS 5 & 8
T14N, R64W, OF THE 6TH P.M.
LARAMIE COUNTY, WYOMING

PREPARED BY GERTSONBERGER & ASSOCIATES
215 S. 3RD STREET, SUITE 110
LARAMIE, WYOMING 82070
PHONE: 732-8115
FAX: 732-8116

SURVEYOR GABRIEL
GABRIEL SURVEYING & CONSULTING, INC.
1000 W. 10TH ST., SUITE 100
LARAMIE, WYOMING 82070
PHONE: 732-8115
FAX: 732-8116

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

Century Hills, LLC
To
THE PUBLIC

**DECLARATION OF PROTECTIVE COVENANTS
FOR
CENTURY HILLS**

KNOW ALL MEN BY THESE PRESENTS, that Century Hills, LLC, organized under the laws of the State of Wyoming, being the owner in fee simple of all the real property in the Recorded Record of Survey, dated November 27, 2001, known as Century Hills, does hereby covenant, agree and make the following Declaration of Protective Covenants;

ARTICLE I: INTENT AND SCOPE OF COVENANTS

Section 1: Intent. The Declaration of Protective Covenants is intended to facilitate and regulate the construction and placement of appropriate improvements within the subdivision, as well as the proper use of the property, to preserve and enhance the value, desirability and attractiveness of the Century Hills Subdivision.

Section 2: Scope. This Declaration of Protective Covenants applies to all of Lots 1 through 14, except Lot 13 (headquarters), Century Hills Subdivision, a Recorded Record of Survey, situated in Sections 5 & 8, Township 13 North, Range 64 West of the 6th P.M., Laramie County, Wyoming.

ARTICLE II: DEFINITIONS OF FREQUENTLY USED TERMS

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

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

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

Section 4: "Recorded Record of Survey" shall mean all of the real property within Century Hills subject to this Declaration of Protective Covenants (as described above in Article 1, Section 2).

ARTICLE III: USES AND RESTRICTIONS

Section 1: Principal Use. It is intended that the Lots within the Recorded Record of Survey shall be used and occupied as rural ranchette residential homesites for the full enjoyment of the Owner thereof subject to the covenants contained herein.

Section 2: Nuisances. No obnoxious or offensive activities constituting a nuisance shall be permitted on any Lot within the Recorded Record of Survey. For purposes of this section, a "nuisance" shall be construed considering case law precedent for the State of Wyoming. Notwithstanding the aforementioned, for the purposes of this section, the following activities upon any tract shall be deemed a nuisance per se; discharging fireworks, discharging firearms and or hunting, operating all-terrain vehicles or other off-road vehicles within the Recorded Record of Survey (except on roadways if properly licensed and observing all traffic laws or upon the Lot owned by the owner of the vehicle in a manner so as not to disturb the serenity of the area).

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 County zoning regulations applicable to home occupations. The Owner shall be responsible to determine which regulations govern the Owner's intended and actual home occupation use and shall be responsible for complying with those regulations.

Notwithstanding the aforementioned, all home occupation uses within the Recorded Record of Survey 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) All business materials, goods, supplies, or equipment related to the home occupation must be stored within structure(s) located on the property and not in plain view.

(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 and full time residents of the home dwelling, which is situated on the Lot.

(E) Notwithstanding anything herein to the contrary, the following businesses shall not be allowed as home occupations upon any tract within the Recorded Record of Survey:

(1) Body or mechanic repair to include any modification, assembly or painting of motor vehicles and repair of internal combustion engines, or the sale of motor fuels, motor oils, lubricants, grease, tires or batteries. This exclusion is not intended to prohibit an Owner from working on his/her own personal vehicle(s), including maintenance, repair, refurbishing or rebuilding. Such activities shall be screened for sight and sound from adjoining properties.

(2) Bee-keeping

(3) Any other home occupation which is determined as obnoxious, offensive, or annoying under procedures for amendment contained herein.

Section 5: Dumping / Trash. No Lot shall be used or maintained as a dumping or storage ground for rubbish, scrap, debris or junk including, but not limited to, junk cars, appliances, building materials, etc. Trash, garbage, or other waste shall be kept only in sanitary containers, which are emptied on a regular basis. Outdoor burning is permitted in a controlled and safe manner unless prohibited through State or County Regulations. The Owner bears the responsibility to ensure that no trash, debris or material is allowed to blow off of their Lot

Section 6: Excavation. No refining operations of any kind shall be permitted on any Lot. No underground fuel tanks shall be permitted on any Lot. The Declarant reserves any and all existing and future mineral rights that run with the land known as Century Hills Subdivision.

Section 7: Vehicles. No vehicles, trailers, or any other vehicular equipment shall be parked along any roadway, easement or right of way which serve the Recorded Record of Survey. The outdoor parking of no more than two (2) RV's, trailers, stock trailers, boats and the like, collectively and in aggregate, is permissible, provided said vehicles must be situated away from general view of adjacent landowners and roadway side of any building. RVs, boats, unlicensed, unused, or inoperative vehicles must be parked within a building or outbuilding.

Section 8: Mobile homes , Modular homes and Relocated homes prohibited. No mobile or modular homes shall be permitted. For the purposes herein, a mobile or modular home is a factory-built home transported preassembled to a building site. Pre-existing "stick built" homes may not be relocated to any Lot in Century Hills.

Section 9: Permissible construction: Stick built homes constructed on site are permitted subject to standards provided for in Article V hereinafter. Such home shall be permanently affixed to a poured concrete or concrete block foundation extending around the entire perimeter of the home. Any home roof must have no less than a 4/12 slope. Barns and outbuildings shall be site built and must be constructed as pre-engineered steel buildings, stick built frame on foundation buildings and/or pole barn buildings.

Section 10: Temporary structures. No structure of a temporary character (such as tent, shack, barrack, garage, barn or other out building) shall be used on any Lot as a family dwelling, either temporarily or permanently. No temporary structures shall be allowed for a period of more than (6) six months and only in conjunction with the construction of an approved home or out building.

Section 11: Signs. No sign of any kind shall be displayed to the public view on any Lot except as follows; (1) The signs advertising the initial offering of Century Hills; (2) One (1) sign of not more than (5) five square feet advertising the property for sale or rent; (3) Two (2) signs of no more than 32 thirty-two square feet set by a builder to advertise property during the construction period; (4) One (1) Ownership sign.

Section 12: Single family Homesites / Further Division Restricted. No structure other than one private single family dwelling together with a private garage and/or appropriate outbuildings and barns as provided for herein shall be erected, placed, or permitted to remain on any of the Lots. Attached quarters for immediate related family members are permitted with the approval of the Committee, provided this attachment meets all Covenants, Conditions and Restrictions contained herein. No Lot within the Recorded Record of Survey may be further divided into smaller Lots.

Section 13: Antennas and Satellite Dishes. One (1) television antenna and one (1) specialty antenna utilized for purposes other than television is allowed provided the same is less than (25) twenty five feet in height and within (25) twenty five feet of the home and they are neat and sturdy. Satellite dishes which are affixed to the home, or which are situated within (12) twelve feet of the side of a home shall be allowed without prior Committee approval.

ARTICLE IV: ARCHITECTURAL CONTROL

Section 1: Architectural Control Committee. An Architectural Control Committee for the Recorded Record of Survey is hereby constituted. The initial Committee shall consist of Clifford K. Gertsch, Paul H. Gertsch and the Owner of the first Lot to close. All notices to the Committee required herein shall be sent to:

Architectural Control Committee - Century Hills
C/O Clifford K. Gertsch
340 Lafayette Blvd.
Cheyenne, WY 82009

All Committee actions or decisions shall be by a majority vote. The Committee may designate a representative to act for it. 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. In the event of a vacancy due to death, termination or resignation of any member, the remaining member(s) shall have full authority to designate a successor.

The approval or consent of the Committee or its representative on matters properly coming before it shall be conclusive and binding on all interested parties. Any approval or permission granted by the Committee shall not be constructed to constitute approval or permission by any governmental official, commission or agency having jurisdiction over the Recorded Record of Survey. The Owner shall be solely responsible for obtaining any and all permits, application, or written instruments required by any private, public, or governmental agency having jurisdiction.

Once all Lots are transferred, the Lot owners shall elect a 3 member Architectural Control Committee to perform the duties as set forth in this Declaration of Protective Covenants.

Section 2: Submission to Committee. No home, outbuilding or barn shall be constructed or erected, in whole or in part, on any Lot within the Recorded Record of Survey until the submission requirements in the following sections have been complied with and the Committee has approved the submission data.

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

- a. A plan for the proposed home, outbuilding or barn which shall include the following information; square footage, floor plan, all exterior elevation drawings, and specifications describing the external colors and materials including roofing materials.
- b. A site plan, to scale, of the Lot, showing the location of proposed structures, driveways, well and septic system.
- c. Any other information as may be required by the Committee in order to ensure compliance with the requirements of these covenants.

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

The Committee shall inform the applicant of its decision within thirty (30) days of the receipt of all the required data. In the event the Committee disapproves of any submitted plans, the Committee shall, if written request is received within ten (10) days, make reasonable effort to assist and advise the applicant in achieving an acceptable submittal. Approval or denial of any submission shall be accompanied by a written statement of the basis of such decision.

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

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

Section 5: Commencement and Completion of Approved Construction. Once construction begins, any home or improvement or alteration thereto approved by the Committee shall be diligently pursued to completion. All homes or other improvements on any Lot shall be substantially completed within one (1) year after the commencement of such approved construction, unless a longer period is granted by the Committee.

ARTICLE V: STANDARDS RELATING TO IMPROVEMENTS

Section 1: General. The following standards create a minimum code of uniformity for construction of homes and/or outbuildings within the Recorded Record of Survey. All construction shall meet the minimum building code requirements as set forth by state and local jurisdictions.

Section 2: Minimum square footage and maximum height. The principal dwelling on any Lot must have a minimum fully enclosed ground floor area devoted to living purposes of no less than twelve hundred (1200) square feet; except if said dwelling has multiple levels above grade, the minimum living area of the first floor may be reduced, provided that the total living area of the multiple levels is not less than fourteen (1400) square feet. Said minimum square footage standards are exclusive of basements, walk out basements, porches, terraces and garages. The maximum height of any home on any Lot shall be two (2) stories.

Section 3: Roofing requirements. Roofing materials on all primary residential structures must be no less than number one (#1) quality asphalt shingles or as otherwise approved by the Committee. Roofing materials for outbuildings may be metal or rolled roofing of a weight no less than ninety (90) pounds per square.

Section 4: Attached Garages. All dwellings may have an attached garage, such garage shall not reduce the allowable number of outbuildings outlined in section 6 below.

Section 5: Location and Orientation of Improvements / Minimum Building Setbacks. A site plan depicting the location and orientation of all existing and proposed improvements must be submitted for approval by the Committee as provided for in Article IV herein. The proposed location and orientation of improvements on a particular Lot are important factors considered by the Committee. Inasmuch as each Lot and the intention of each Owner for construction thereon presents a unique setting, each sit plan shall be evaluated for approval by the Committee on a case by case basis. As a general rule, however, the following minimum criteria shall apply subject to evaluation by the Committee during the review process:

With respect to proper orientation of a home on a Lot, any home shall, unless otherwise approved by the Committee, be situated upon the Lot so that the front elevation of the home generally faces the road from which the home is accessed. There are several Lots which may gain access from alternate road frontages. In such case, the home may face either road subject to Committee approval. Additionally, the Committee will consider the topography of the Lot which may affect the orientation of the home.

With respect to the location of improvements on a Lot, the following minimum setbacks shall be required in relation to property lines and easement lines. The minimum setbacks from any road right-of-way shall be one hundred twenty (120) feet. The minimum setbacks from side lot lines and/or easements (other than road right-of-ways) and rear lot lines and/or easements shall be one hundred (100) feet. No improvement shall be permitted to interfere with the natural flow of drainage runoff.

With the exception of fencing, in all cases the aforementioned setback shall pertain to any and all permanent improvements of any nature including, but not limited to, wells and septic systems. If an Owner combines two or more Lots as a homesite, the interior lines of said combined parcel may be disregarded and the applicable setbacks shall be computed from the exterior lot lines of said combined parcel.

Section 6: Out Buildings. No more than Three (3) outbuildings (including barns) shall be permitted on any Lot. Unless otherwise approved by the Committee in writing, the maximum size of any outbuilding shall be six thousand (6000) square feet and a maximum height of the sidewalls and/or eaves of any outbuilding shall be fourteen (14) feet. The maximum aggregate size of all outbuildings shall not

exceed twelve thousand (12,000) square 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.

Any Plan for an outbuilding must be submitted for approval by the Committee as provided in Article IV herein. Pre-engineered metal buildings shall be permitted, subject to approval of the Committee.

Section 7: Lot Approaches and Protection of Ground Cover. An approach for vehicular traffic onto a Lot must be installed prior to or at the commencement of any construction upon that Lot in order to protect the shoulders of the road and natural turf. Approaches to Lots from any public roadway must be "permitted" and meet County Standards. Approaches to Lots from all private road easements shall still meet County Standards although the County will not issue a "permit" for said approach.

Section 8: Fences. At a minimum, a four (4) wire boundary fence shall be installed by the Owner where such fences do not already exist. Cost of construction of common line fences should be shared equally by corresponding Lot owners. Any and all fencing shall not include unsightly materials such as used tires, pallets, sheet metal or as otherwise determined by the Committee. Any fencing, other than boundary fencing shall be submitted to the Committee for approval as to location, height and materials. Initially, the cost of fences existing at the time of title transfer from the Declarants shall be included in that Lot sales price.

Section 9: Maintenance of Homes and Improvements. All Owners shall maintain or provide for maintenance of homes and improvements upon their Lot.

Section 10: Outside Flood / Area Lights. Unless otherwise approved by the Committee, only two (2) freestanding light poles for automatic all-night area lighting are permitted on any Lot. This section is not intended to otherwise prohibit other lighting incidental to and / or attached to homes or outbuildings.

Section 11: Underground Utilities. Unless otherwise approved by the Committee, all utility lines from the utility company "drop" location to any structure (and from structure to structure) on a Lot should be placed underground and maintained underground and shall be the responsibility of the Owner.

ARTICLE VI: LANDSCAPING

Section 1: Landscaping. In order to enhance each Lot and homesite and to promote a harmonious appearance among all Lots, the following standards shall apply:

A: Trees. No unsightly "shelter" or wind protection, such as tires, or as otherwise determined by the Committee, shall be permitted. Drip watering systems for trees and shrubs are encouraged.

B: Turf / yards. Soils that have been disturbed by construction or trenching shall be re-seeded with, at a minimum, native turf mix within one (1) year of completion of construction. Low maintenance, drought resistant grasses are recommended. Sodding and designed landscaping materials with low water demand are also recommended. Grass shall be maintained at a height of not more than six

(6) inches. It is recommended that areas immediately around structures be maintained short enough to protect those structures from grass and prairie fires.

ARTICLE VII: ANIMALS

Section 1: Domestic Pets. Commonly accepted domestic pets may be kept on all Lots, provided that they are not maintained for commercial purposes. All such domestic pets will be under the control of the Owner at all times and will not be permitted to run free off of their Owners Lot. No animal 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 Lot, subject to the following conditions and requirements;

No more than four (4) horses, cattle, sheep, goats, swine, collectively and in the aggregate, and forty (40) poultry, may be kept on each Lot. This maximum allowable number may be exceeded in the event of the birth of offspring; however this exception shall expire after one hundred eighty (180) 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 limited to their normal scope and duration.

ARTICLE VIII: GENERAL PROVISIONS

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

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 circumstances shall an Owner bring any claim, demand or action against the Committee or Declarants relating to a violation of the Covenants by an Owner.

Section 2: Duration and Amendment. The Covenants, Conditions and Restrictions of this Declaration of Protective Covenants shall run with and bind the Recorded Record of Survey for the term of twenty (20) years from the date this Declaration of Protective Covenants is recorded at the Office of the Clerk of Laramie County, State of Wyoming. After which time they shall be automatically extended for successive periods of twenty (20) years.

The effect of these covenants shall be binding on each lot at the time of title transfer or contract for deed. The intent of this paragraph is to allow the Declarant to continue to use their portion of the property as historical ranch land until all lots are sold.

This Declaration of Protective Covenants may be amended or terminated, in whole or in part, at any time by a written instrument executed and recorded by two-thirds (2/3) or more of the record Owners.

Any termination or amendment of this Declaration of Protective Covenants must also be approved in writing by the Declarants (or their successors or assigns) 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 of Laramie County, Wyoming.

Whenever a vote of the Owners is required in this Declaration of Protective Covenants, an Owner shall be entitled to one (1) vote for each Lot owned. Two or more persons owning a Lot shall be collectively entitled to one (1) vote.

Section 3: Benefits and Burdens. The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarants and Owners of the Lots located within the Recorded Record of Survey and their respective heirs, successors, personal representatives and assigns.

Section 4: Severability. Invalidation of any portion of the provisions or restrictions in this Declaration of Protective Covenants by judgment or Court Order shall in no way affect any of the other provisions, which shall remain if full effect.

Section 5: Variances. Variances to any Covenants, Conditions or Restrictions contained herein may be granted by the Committee as may be appropriate in extremely limited special cases and circumstances, at the sole discretion of the Committee.

Section 6: Liability. Neither the Declarant, the Architectural Control Committee (individually or as a whole), Gertsch Partnership Ranch (individually or as a whole), Clifford K. Gertsch, Paul H. Gertsch, Century Hills, LLC or any successors or assigns of the aforementioned shall be liable for damages or otherwise liable to anyone or any Owner for errors or omissions arising from or related to these Declaration of Protective Covenants including, but not limited to the approval, disapproval or failure to approve any plans, specification or variances.

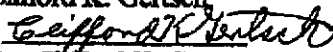
Section 7: Roads and Utilities. Purchasers are to be aware that the Century Hills roads are not necessarily constructed to Laramie County Standards and are NOT maintained by Laramie County. A Century Hills Lot Owners Association (made up of all Lot Owners within the Recorded Record of

Survey, each having only one (1) equal share per Lot) shall be formed, with reasonable fees assessed for the maintenance of these roads. Should the Laramie County government accept subdivision roads at some time in the future for public maintenance, this Lot Owners Association shall disband and distribute any funds being held to the then Owners / share holders equally. Electricity and telephone service shall be made available to each Lot through specific easements as noted on the Recorded Record of Survey. Natural gas and cable Television are not being made available in Century Hills. Extension of any utility from the easement to any homesite or outbuilding shall be underground with any costs over the basic service distance allowance to be the sole responsibility of the Owner.

Section 8: Document distribution. This Declaration of Protective Covenant shall be of public record and, as such, available to anyone with an interest in the Recorded Record of Survey. At the time of purchase offer, offerer shall be supplied with, and acknowledge in writing that they have received and had the opportunity to review, this Declaration of Protective Covenants.

IN WITNESS WHEREOF, this Declaration of Protective Covenants has been executed this 30 day of April, 2002

Century Hills, LLC

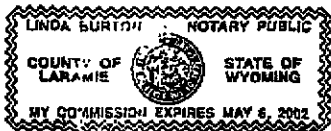
Clifford K. Gertsch

By: Clifford K. Gertsch
President, Century Hills, LLC

Paul H. Gertsch

By: Paul H. Gertsch
Vice-president Century Hills, LLC

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

The foregoing "Declaration of Protective Covenants for Century Hills" was acknowledged before me by Clifford K. Gertsch and Paul H. Gertsch in their capacity as partners of Century Hills, LLC, this 30th day of April, 2002



Witness my hand and official seal.


Notary Public

My Commission expires: May 6, 2002

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

Gertsch Partnership Ranch
To
THE PUBLIC
Amendments to ARTICLE II, Section 3; ARTICLE III, Sections 1, 4, 8, 9;
ARTICLE IV, Section 1; ARTICLE VII, Section 2 of the
DECLARATION OF PROTECTIVE COVENANTS
FOR CENTURY HILLS
Dated April 30, 2002

1. WHEREAS, The Declarant is the record title owner of one hundred percent (100%) of the Tracts within Century Hills, a Recorded Record of Survey, Dated November 27, 2001, situated in Laramie County, State of Wyoming, hereinafter referred to as "CENTURY HILLS".
2. WHEREAS, CENTURY HILLS is subject to the "Declaration of Protective Covenants for CENTURY HILLS dated April 30, 2002 and recorded in the Office of County Clerk and Register of Deeds, Book 1648, Page 762, 763, 764, 765, 766, 767, 768, 769, 770, 771
3. WHEREAS, ARTICLE II, DEFINITIONS OF FREQUENTLY USED TERMS, of the Declaration of Protective Covenants for CENTURY HILLS provides as follows:

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

Shall be amended to read: "Owner" shall mean and refer to the record owner(s), whether one or more persons or entities, of the fee simple title to any Lot but excluding those having such interest solely as security for performance of any obligation, in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof.

4. WHEREAS, ARTICLE III, USES AND RESTRICTIONS, of the Declaration of Protective Covenants for CENTURY HILLS provides as follows:

Section 1: Principal Use. It is intended that the Lots within the Recorded Record of Survey shall be used and occupied as rural ranchette residential home sites for the full enjoyment of the Owner thereof subject to the covenants contained herein.

Shall be amended to read: Section 1: Principal Use. It is intended that the Lots within the Recorded Record of Survey shall be used and occupied as rural ranchette residential home sites and livestock pastures for the full enjoyment of the Owner thereof subject to the covenants contained herein.

1

RECORDED 11/10/2004 AT 11:01 AM REC'D 402267 3K0 1047 PGN 1149
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 4

Section 4: Home Occupations.

Paragraph (B) All business materials, goods, supplies, or equipment related to the home occupation must be stored within structure(s) located on the property and not in plain view.

Shall be amended to read: (B) All on site business materials, goods, supplies or equipment, related to the home occupation, with the exception of livestock feed and equipment, must be stored within structure(s) located on the property and not in plain view.

Section 4: Home Occupations.

Paragraph (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 Lot.

Shall be amended to read: (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 Lot. This restriction shall not be construed to prohibit employees or contractors employed by the owner of a Lot to construct allowable improvements on that Lot.

Section 8: Mobile homes, Modular homes and Relocated homes prohibited. No mobile or modular homes shall be permitted. For the purposes herein, a mobile or modular home is a factory-built home transported, preassembled, to a building site. Pre-existing "stick built" homes may not be relocated to any lot in Century Hills.

Shall be amended to read: Section 8: ~~Mobile, Manufactured or Pre-existing "stick built" homes prohibited.~~ No mobile, manufactured or Pre-existing "stick built" homes shall be permitted. For the purposes herein, a mobile or manufactured home is a factory built home and is identified as a "HUD" house (with a "red tag").

Section 9: Permissible construction. Stick built homes constructed on site are permitted subject to standards provided for in Article V hereinafter. Such homes shall be permanently affixed to a poured concrete or concrete block foundation extending around the entire perimeter of the home. Any home roof must have no less than a 4/12 slope. Barns and outbuildings shall be site built and must be constructed as pre-engineered steel buildings, stick built frame on foundation buildings and/or pole barn buildings.

Shall be amended to read: Section 9: Permissible construction. Stick Built homes and Modular homes are permitted subject to standards provided in Article V hereinafter. Modular homes are defined as constructed under the UBC identification tag system or the IRC code system. Stick built homes shall be constructed under the most current building codes adopted by the State of Wyoming and/or Laramie County at the time of construction. Such homes shall be permanently affixed to a poured concrete or concrete block foundation extending around the entire perimeter of the home. Such foundations shall be constructed under the most current building codes adopted by the State of Wyoming and/or Laramie County at the time of construction. Any home roof must have no less than a 4/12 slope. Barns and outbuildings must be constructed as

pre-engineered steel buildings, stick built frame on foundation buildings and/or pole barn buildings.

5. WHEREAS, Article IV: ARCHITECTURAL CONTROL, of the Declaration of Protective Covenants for Century Hills provides as follows:

Section 1: Architectural Control Committee. An Architectural Control Committee for the Recorded Record of Survey is hereby constituted. The Initial Committee shall consist of Clifford K Gertsch, Paul H. Gertsch and the owner of the first Lot to close. All notices to the Committee required herein shall be sent to:

Architectural Control Committee - Century Hills
C/O Clifford K. Gertsch Construction
340 Lafayette Blvd.
Cheyenne, WY 82009

Shall be amended to read: Section 1: Architectural Control Committee. An Architectural Control Committee for the Recorded Record of Survey is hereby constituted. The Initial Committee shall consist of Clifford K, Gertsch, Paul H. Gertsch, A. Jeanne Gertsch. All notices to the Committee required herein shall be sent to:

Architectural Control Committee - Century Hills
C/O Clifford K. Gertsch
340 Lafayette Blvd
Cheyenne, WY 82009

6. WHEREAS, Article VII: ANIMALS, of the Declaration of Protective Covenants for Century Hills provides as follows:

Section 2: Livestock. Horses, cattle, sheep, goats, swine and poultry for the Owners personal use shall be permitted on his/her Lot, subject to the following conditions and requirements; No more than four (4) horses, cattle, sheep, goats, swine, collectively and in aggregate, and forty (40) poultry, may be kept on each Lot. This maximum allowable number may be exceeded in the event of the birth of offspring; however this exception shall expire after one hundred eighty (180) 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.

Shall be amended to read: Section 2: Livestock. Horses, cattle, sheep, goats, swine and poultry for the Owners use shall be permitted on his/her Lot, subject to the following conditions and requirements: No more than six (6) horses, cattle, sheep, goats, swine, collectively and in aggregate, and forty (40) poultry, may be kept on each Lot. This maximum allowable number may be exceeded in the event of the birth of offspring; however this exception shall expire after

one hundred eighty (180) 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.

In witness Whereof, the undersigned have hereunto set their hands this 10 day of November, 2004.

Declarant:

Century Hills, LLC

Clifford K. Gertsch

Clifford K. Gertsch

By: Clifford K. Gertsch
President, Century Hill, LLC

Paul H. Gertsch

Paul H. Gertsch

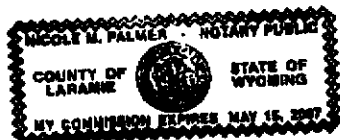
By: Paul H. Gertsch
Vice-president Century Hills, LLC

STATE OF WYOMING)

)SS

COUNTY OF LARAMIE)

The forgoing instrument was acknowledged before me by Clifford K. Gertsch and Paul H. Gertsch, President and Vice-president of Century Hills, LLC, this 10 day of NOV, 2004.



WITNESS MY HAND AND OFFICIAL SEAL.

Nicole M. Palmer
Notary Public

My commission expires May 15, 2007