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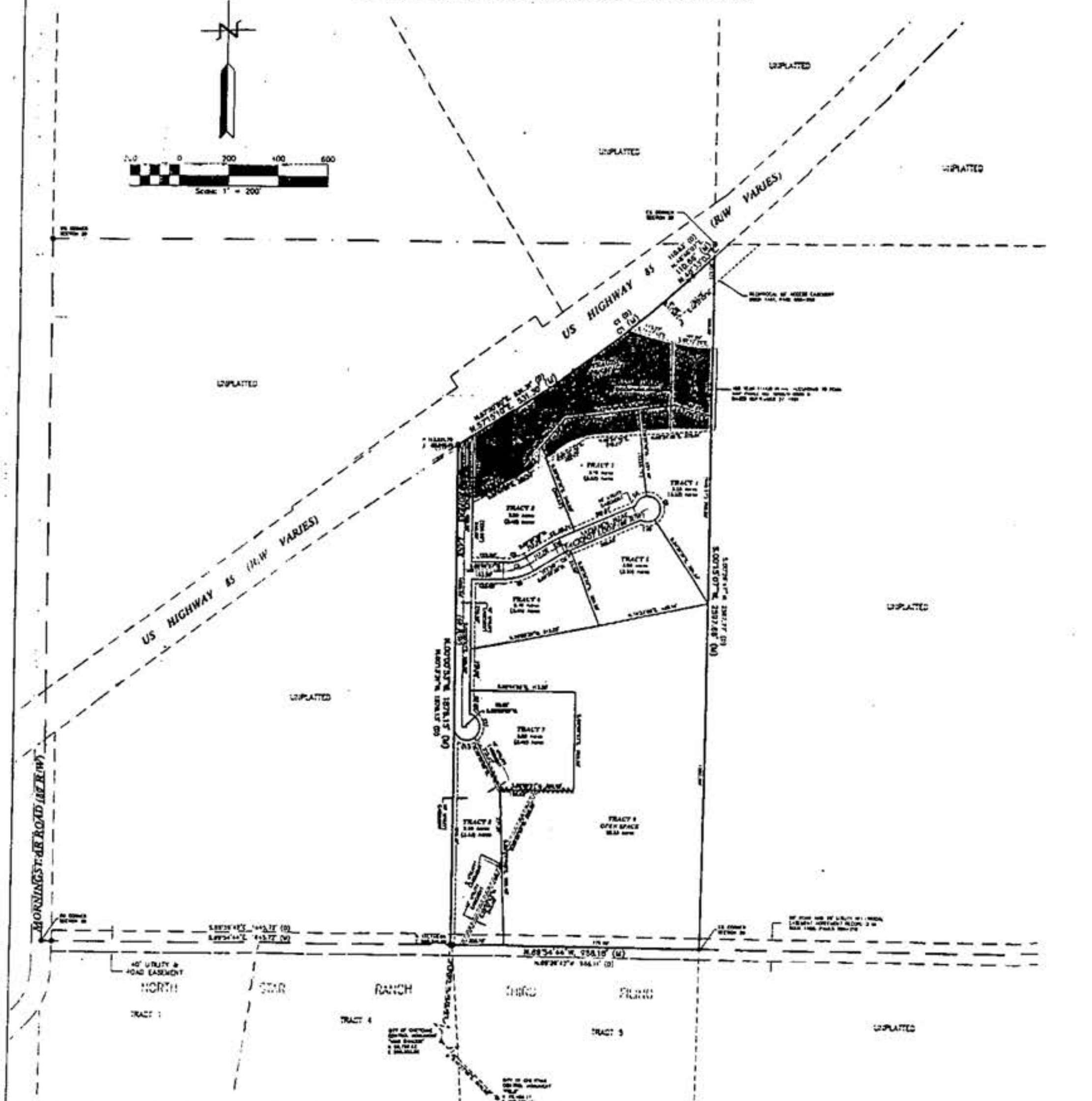
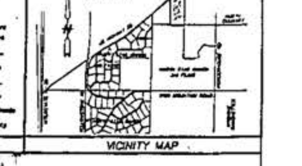
245 Storey Boulevard
Cheyenne, WY 82009
307-635-1181

DESIGNATED OPEN SPACE SHALL NOT BE FURTHER DEVELOPED OR SUBDIVIDED
NO PROPOSED DOMESTIC WATER SOURCE
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM
NO PROPOSED PUBLIC MAINTENANCE OF INTERIOR ROADS
FIRE PROTECTION TO BE PROVIDED BY FIRE DISTRICT #2



AZIMUTH

FILING RECORD



NOTES

1.) Basis of Azimuth – City of Cheyenne Datum, 1894 referenced from control monuments "Wind Dancer" and "Pole".

2.) (Acres), denotes acreage including one half of adjacent right-of-ways.

3.) Well permits to be obtained from Wyoming State Engineers Office, Cheyenne, Wyoming.

4.) Septic permits to be obtained from the City – County Health Department, Cheyenne, Wyoming.

5.) Set ⅝" x 24" long rebar with 1½" aluminum cap stamped "SSS PLS 2500" at all tract corners, angle points and curve points.

CURVE TABLE DATA

[illegible]

DEQ NOTES:

[illegible]

DEDICATION

ACKNOWLEDGMENT

APPROVALS

LEGEND

- ● FOUND ⅝" X 24" LONG REBAR WITH 1½" ALUMINUM CAP STAMPED "SSS PLS 2500"
- ● FOUND ⅝" X 24" LONG REBAR WITH 1½" ALUMINUM CAP STAMPED "LS 2437 AND APPROPRIATE DATA"
- ● FOUND ⅝" X 24" LONG REBAR WITH 3½" ALUMINUM CAP STAMPED "SSS PLS 2500" AND APPROPRIATE DATA
- • FOUND ⅝" X 24" LONG REBAR WITH 1½" ALUMINUM CAP STAMPED "SSS PLS 5910"
- ● FOUND ⅝" X 24" LONG REBAR WITH 3½" ALUMINUM CAP STAMPED "SSS LS 5910" AND APPROPRIATE DATA
- □ FOUND W.D.O.T. R/W MONUMENT
- ■ FOUND OLD STONE
- ▲ CITY OF CHEYENNE CONTROL MONUMENT
- (M) DENOTES MEASURED DATA THIS SURVEY
- (D) DENOTES DATA PER WARRANTY DEED RECORDED IN BOOK 1553 PAGE 1418-1419
- (123.00') DENOTES DIMENSION TO DRAINAGE EASEMENT
- EXISTING 100 YEAR FLOOD HAZARD ACCORDING TO FEMA MAP PANEL 560029 0505 D DATED SEPTEMBER 27, 1991

CERTIFICATE OF SURVEYOR

COWBOY RANCH NORTH

SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, T.15N., R.66W., OF THE 6th P.M., LARAMIE COUNTY, WYOMING.

PREPARED AUGUST, 2004

STEIL SURVEYING SERVICES, LLC
PROFESSIONAL LAND SURVEYORS
1102 WEST 19th STREET P.O. BOX 2073
PH(307)634-7273 CHEYENNE, WY. 82003

DECLARATION OF PROTECTIVE COVENANTS FOR COWBOY RANCH NORTH

This Declaration of Protective Covenants is made this the 9th day June, 2005, by Scott D. Heatherington and Cathy J. Heatherington,
husband and wife, hereinafter referred to as the "Declarants."

RECITALS

Section 1: The Declarants are the owners, as tenants by the entirety of all lands in Cowboy Ranch North, a subdivision of approximately 49.95 acres located in Laramie County, State of Wyoming, as the same is more particularly
described to-wit:

All of Tracts 2 through 6, Cowboy Ranch North, a subdivision situated in a portion of the SW ¼ of Section 20,T.15N., R.66W., of the 6th P.M., Laramie
County, Wyoming.

hereinafter referred to as the "subject property."

Section 2: The Declarants due hereby covenant, agree and make the following declarations as to the limitations and restrictions to which the subject property may be put, all of which shall be deemed to run with the subject property and each and every portion thereof to ensure proper use and appropriate development and improvement of the subject property.

ARTICLE I: DEFINITIONS

Section 1: "Committee" shall mean and refer to die Architectural Control Committee as established pursuant to Article III of this Declaration.

Section 2: "Owner" shall mean and refer to the record owner(s), whether one (1) or more persons, of fee simple title to any Tract (or in the event of a contract for deed transaction involving any Tract, the Purchaser there under), but excluding those having such interest solely as security for the performance of any obligation in which event the legal owner of such fee simple title shall be deemed to be the Owner thereof.

ARTICLE 11: USES AND RESTRICTIONS

Section 1: Principal Use: It is intended that the tracts within the subject property shall be used and occupied as rural single family "ranchette" residential homesites for the full enjoyment of the Owner thereof subject to the covenants contained
herein.

Section 2: Nuisances: No noxious or offensive activities shall be conducted on any Tract nor shall anything be done thereon which may be or may become a nuisance to the Owner or any other Tract within the subject properly. For the purposes of this section, a "nuisance" shall be construed according to case law precedent existing in the State of Wyoming and shall include, generally that activity which arises from unreasonable, unwarranted or unlawful use by a person of his own property, thereby creating obstruction or injury to the health, safety, welfare, or right of another.

Section 3: Commercial Enterprise: No commercial business activity other than a home occupation use in conformance with Section 4 below may be conducted upon any Tract of the subject property.

Section 4: Home Occupation: Home occupations are permitted; however, nothing in this section shall be construed to relieve any person from compliance with any and all applicable County zoning regulations. 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, all home occupation uses shall be in compliance with the following restrictions:

A) Any alterations and or construction to accommodate the home occupation use must first be approved by the Committee. The external character and appearance of the building shaft be consistent with these covenants.

B) There shall be no offensive noises, vibration, smoke, dust, odors, heat or glare resulting from such home occupation use.

C) No materials, goods, supplies finished products or equipment related to the home occupation use shall be stored or displayed outside of any structure located on the property.

D) One (1) unlighted sign, compatible with the residence and neighborhood, not over 18 inches by 24 inches shall be permitted provided it is attached flat against the structure or window,

E) There shall be only incidental sale of stocks, supplies or products on the premises, however, catalogue sales are permitted. Retail trade or business involving customer traffic and or parking shall be prohibited as in any

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DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 6

other commercial and or business activity that necessitates customer traffic and or parking except for the incidental sale of stocks, supplies or products on the premises.

F) Employees working on the site of the home occupation shall be bona-fide, full time residents of the residence dwelling on the Tract only. Employees of the home occupation who are not bona-fide, full-time residents of the residence dwelling on the Tract shall not be permitted to work on the property whether in or outside of any structure on the property.

G) The following occupations shall not be allowed as home occupations upon the subject property:

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 reconditioning of motor vehicles, collision services such as body, frame and
fender straightening and repair, painting and undercoating of automobiles and or tile sale of engine fuels, motor oils, lubricants, grease, tires, batteries and accessories.

2) Massage Parlors/Technicians.

3) Any other home occupation which is considered noxious, offensive, or annoying as determined by the written vote of three-quarters (3/4) or more of the then record Owners. An Owner shall be entitled to one (1) vote for each Tract owned.

4) Any other commercial activity involving animals prohibited in Article V hereinafter.

Section 5: Dumping/Trash: No Tract shall be used or maintained as a dumping ground for rubbish or junk including, but not limited to, junked cars, unlicensed cars, appliances, et cetera. Trash, garbage or other waste shall be kept only in sanitary containers. All sanitary containers or disposal equipment shall be of the type and kind that can be removed and or emptied on a regular basis. No burning of grass, weeds, trash, construction materials, waste or any other material of any sort shall be allowed at any time. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises.

Section 6: Excavation: No refining, quarrying or mining operations of any kind shall be permitted upon or in any Tract, nor shall tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

Section 7: Vehicles: Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the Tracts or on the road in front of a residence or on the front driveway or anywhere within the subdivision more than 72 hours at any one time or as a repeated practice. No vehicles, trailers, or vehicular equipment shall be habitually parked along any of the public roadways adjacent to the subject property. Owners of camp trailers, horse trailers, boats and boat trailers and tracks larger than general use pickups shall attempt to park such vehicles away from the general view of adjacent landowners and away from the roadway side of any house.

Section 8: Buildings: No structure other than one private single family dwelling together with a private garage and appropriate outbuildings as may be approved by the Committee shall be erected, placed or permitted to remain on any of the Tracts. All home construction shall be site-built construction and no mobile homes and or modular homes shall be permitted

Section 9: Temporary Structures: No structure of a temporary character (such as a trailer, modular home, mobile home, basement, tent, shack, barrack, garage, barn or other outbuilding) shall be used on any Tract as a family dwelling, either temporary or permanently. This covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever the same have been on the premises an unreasonable length of time. The expected use of a construction related tool or job site shed or shelter must be anticipated and so stated at the time of application for construction. Said temporary construction tool shed or shelter will not be allowed to remain on any site more than nine (9) months after the date on which construction is
started.

Section 10: Signs: No sign of any kind shall be displayed to the public view on any Tract except as follows:

A) The signs advertising the initial offering of Cowboy Ranch North.

B) One sign of not more than five square feet advertising the property for sale or rent.

C) Signs of no more than 32 square feet used by a builder to advertise the property during the construction period only.

D) One sign compatible with Section 4(D) hereinabove. Upon the completion of the construction of a home, a large sign shall be removed immediately, but, may be replaced with a five square foot sign advertising the property for sale or rent.

Section 11: Further Subdivision Restriction: No Tract of the subject property may be subdivided into smaller tracts.

Section 12: Radio and TV Antennae: Each Tract of the subject property shall be limited to no more than one (I) television antenna or satellite dish, not to exceed thirty-six (36) inches in diameter, and not more than one (1) radio antenna or tower not to exceed thirty-five (35) feet in height. No tract Owner shall cause or permit any radio or television equipment on his or her Tract to cause interference with the radio or television signals or reception of any other Tract Owner.

Section 13: Grades: The "Grade Agreement" - The Owner shall advise Cheyenne Light Fuel and Power Company, Rural Electric Company and U.S. West, hereinafter called the Utilities, prior to commencing any excavations or grades after
utility facilities have been constructed. Owner will pay at their sole expense all costs of raising, lowering, relocating or otherwise rearranging, repairing, or changing such facilities when in the opinion of the Utilities such work is necessary to provide required clearances, stability and protection of structures or underground facilities in accordance with any applicable building or construction codes, and policies of the Utilities. In the event that the Owner or any independent contractor of the Owner has not complied with the terms and conditions of this provision and if damages to any existing Utility facilities occurs, the Owner shall pay all damages and loss suffered by the Utility in repairing, relocating, or replacing such facilities, including
a
reasonable attorney's fee. This agreement shall bind all Tract owners and shall inure to the benefit of the utilities as third party beneficiaries.

ARTICLE 111: ARCHITECTURAL CONTROL

Section 1: Architectural Control Committee: An Architectural Control Committee for the subject property is hereby constituted. The initial Committee shall consist of the undersigned. The Committee may designate a representative to act for it, which representative may or may not be a member of the Committee. Said representative shall serve until the Committee, or one of its members, provides written notice of termination. The Committee shall have the right, but, not the obligation to appoint advisors to assist it in carrying out any of the functions 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. Any member of the committee may resign upon ten (10) days' written notice to the other members of the Committee. In the event of a vacancy due to the death, termination, or resignation of any member, the remaining member(s) shall have fall authority to
designate a successor.

The Committee shall have such powers, privileges and immunities as are set forth in this Declaration of Protective Covenants. The affirmative vote of all the members of the Committee shall constitute the action of the Committee
on any matters before it. The approval or consent of the Committee on matters properly coming before it shall be conclusive and binding on all interested persons.

The committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request or application made pursuant to this Declaration.

Section 2: Submission to Committee: No home, building, or structure on any Tract in the subject property shall be constructed, placed, or maintained and no substantial alteration or renovation of the exterior of any homes or improvements situated on a Tract shall be performed without complying with the submission requirements as hereinafter provided.

Section 3: Submission Requirements: Submission requirements shall be as follows:

A) For initial construction of a home or improvement, the Owner shall submit the following:

1) A plan for the proposed home or improvement which shall include the following information: square footage, floor plan, drawings of exterior elevations of the structure, and specifications describing external
colors and materials including the roofing material.

2) A site plan showing the location of the structure(s), well, and septic system to be constructed on the lot, and the location and size of all roads, paths, driveways and sidewalks.

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

B) For any alterations or renovations to the exterior of existing homes or improvements the Owner shall submit a description of the proposed change together with plans, specifications, elevations or such other documents as requested by the Committee.

Section 4: Submission Procedures: The Committee shall consider each application based upon the eye appeal, quality, and materials described, the conformance with the declarations herein (in particular the following design and construction standards), and the harmony of the exteriors (colors, materials, and design) with 'the existing structures. The
Committee shall also consider the proposed location of the structure(s) in relation to the topography and the roads and any adjacent construction. The Committee shall inform the applicant of its decision within twenty (20) days of
the submission of all the required information. In the event the Committee disapproves of any submitted plans the Committee shall, if requested. make reasonable efforts to assist and advise the

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applicant in achieving an acceptable submittal. The Committee shall deny approval of any submission(s) with a written statement of the basis of the denial.

Section 5: Approval: 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. Owner shall be solely responsible for
obtaining any and all permits, applications, or other written instruments required by any private, public, or governmental agency,

Once begun, any home or improvement or alteration thereto approval by the Committee shall be diligently prosecuted 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.

ARTICLE IV: DESIGN AND CONSTRUCTION STANDARDS

Section 1: General: These minimum design and construction standards are intended to impose a code of uniformity upon the development within the SUBJECT PROPERTY. Variances to these design and construction standards may be
appropriate in specific cases, at the discretion of the Committee, on a very limited case by case basis. However, rather than attempting to anticipate the special cases in which variances should be granted, owners should recognize that detailed refinement of these standards are a function of the review process. All variances must be approved in writing by the Committee.

Section 2: Square Footage: The principal dwelling must have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of no less than 1,400 square feet; except that where the said principal dwelling is a 1 ½ or 2 story dwelling, the minimum living area of the first floor area may be reduced providing that the total living area of the 1 ½ or 2 floors is not less than 1,700 square feet, it being understood that these minimum standards are exclusive of basement area.

Section 3: Foundations and Attached Garages: All dwellings shall be erected and or placed upon a permanent foundation and shall have an attached minimum two (2) car garage.

Section 4: Building Site Plan/Minimum Building, Setbacks: A site plan showing the location of all proposed structures must be approved by the Committee as hereinabove provided. The minimum setbacks shall be required: No building shall
be located on any lot nearer than sixty (60) feet from any lot line. Water wells shall also be set back a minimum of(60) feet from any property line. If an Owner is combining two or more Tracts as a homesite, the interior lot lines
of said combined parcel may be disregarded and the sixty (60) foot set back shall be measured from the exterior lot lines of said combined parcel. However, if any dwelling or outbuilding is closer than sixty (69) feet to what was the center line between two tracts, then at no time in the future may the effected tracts be split and sold.

Section 5: 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 State of Wyoming Department of Public Health. No septic tank or field system shall be nearer than one hundred (100) feet to any lot line except with the consent of the appropriate health officials of the County and State and the Committee. Any and all toilet facilities must be connected to a proper septic tank system.

Section 6: Outbuildings: The maximum size of any detached outbuilding shall be two thousand, four hundred (2,400) square feet. The maximum height of the side-walls of any detached outbuilding shall be twelve (12.00) feet. Outbuildings may not exceed more than two and the two in combination may not exceed the 2,400 square feet maximum The location of any outbuilding shall be subject to the approval of the Committee, the intent being that alt structures on
a Tract shall appear appropriately integrated. Construction of any outbuilding may precede construction of dwelling provided a plan for the proposed home mid outbuildings has been submitted to the Committee and approved by the Committee.

Section 7: Landscaping: The Owner of each Tract shall be responsible for the installation of a minimum amount of landscaping upon his/her Tract. It is the desire of the Declarants that landscaping shall be installed by the Owners to enhance the Tract and homesite, provide micro climate control, establish acceptable relationships between other Tracts and to control drainage and erosion. In order to achieve a harmonious and integrated appearance and for the purpose of complying with the landscaping requirements herein the following minimum standards will apply to all Tracts:

A) Areas not occupied by structures and roads shall be kept planted with the existing ground cover or other grass of Owner's choice. Trees, shrubs, or other landscaping elements such as rocks, wood chips, bark and mulched or graveled materials are also acceptable to the Committee, but must be maintained and in good condition.

B) Every Owner shall plant no less than eight (8) trees around his/her home within three (3) years after construction of any home. However, no tree or tree line shall be planted nearer than 25 feet from any lot line with the exception of lot lines that border a road and then no tree shall be planted closer than sixty (60) feet from the property Sine- (property line being center of road). No unsightly shelter for trees such as used tires shall be permitted. Every Owner shall maintain a

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minimum of eight (8) live trees as specified hereinabove, following the third year after his/her home is constructed.

Section 8: Utility Connections: All electrical and telephone lateral and or service connections and installations to homes and improvements shall be underground from the nearest available source.

Section 9: Tract Approach and Protection of Ground Cover: In order to protect the ground cover, at the commencement of any construction upon any Tract, Owner shall install an approach off of the adjacent road and onto said Tract upon
which all vehicular traffic shall enter and exit said Tract. The approach must be built with a 15" metal culvert. Owner shall direct all vehicular traffic, for construction purposes or otherwise, to use one road leading to the homesite, and in the case where a road has not yet been completed. Owner shall direct that any vehicular traffic be limited to a single path designated by Owner.

10: Access To Specific Tracts: All tracts shall be accessed off of Jackpot Loop.

Section 11: Private Drives: All homes constructed shall be accessed off of the adjacent roadway by a private drive, the construction of which shall, at the sole expense of Owner, occur simultaneously with the construction of the home and, in any event, which must be complete within sixty (60) days following completion of the home.

Section 12: Fences: No fence of any kind may be constructed without first obtaining the approval of the Committee. Any and all boundary or interior fencing approved must be constructed or materials designed for fencing, with an excepted life span not less then twenty (20) years and shall not include barb wire, sheep wire, or steel "t-posts."

Section 13: Blowing Trash: During construction, it shall be the Tract Owner's responsibility to insure that all construction related trash, waste materials, and debris are contained. Following construction, the Tract Owner bears the burden to insure that all trash, waste materials, and debris are contained. Following construction, the Tract Owner hears the burden to insure that no trash, debris, or material of any kind be allowed to blow or be carried off of the Tract to other Tracts. All trash containers are to be covered at all times with a functional lid. No trash will be set out for trash pickup unless in a wind proof and animal proof container.

Section 14: Maintenance of Homes and Improvements: All Owners shall maintain, or provide for the maintenance, of homes and improvements upon their Tracts.

Section 15: Orientation of Homes upon Tracts: The placement of a home upon the tract must be approved by the Committee. As a general proposition, all homes shall be situated upon a Tract so that the front of the home, generally, faces a road from which the home is accessed.

ARTICLE V: 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. However, each tract shall have no more than three (3) dogs and three (3) cats at any one time. All such domestic pets shall be under the control of the Owners at all times and shall not be allowed to run free off the Owners Tract. All Tract Owners shall ensure that any pets kept by such Owners shall not be a nuisance
to any other Tract Owner or resident.

Section 2: Other Animals: No more than two(2) horses may be kept for recreational purposes on each tract. If an Owner wants to have horses on the permitted Tracts, an Owner must first receive written approval from the Architectural Control Committee. Such approval will not be given unless the Owner demonstrates that adequate stable facilities and adequate non-grazing feeding arrangements shall be in place- Stables and corrals shall be maintained in compliance with all lawful sanitary regulations. Operation of commercial riding stables and commercial boarding stables shall not be allowed.

ARTICLE VI: GENERAL PROVISIONS

Section I: Enforcement and Remedies: These covenants, conditions and restrictions may be enforced by any legal or equitable Owner or by 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 or covenants. 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 all costs and the reasonable attorney's fees incurred by the Owners or Declarants in the proceedings either to enjoin a violation or for the recovery of the damages. The failure to enforce or cause the 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 a different provision within these Covenants.

It is not the obligation nor the responsibility of the Committee or Declarants to prosecute violations of these Covenants. Under no circumstances shall an Owner bring any claim, demand, or action against the Committee or
Declarants relating in any way to violation of the covenants by another Owner.

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Section 2: Duration and Amendment: The covenants and restrictions of this Declaration shall run with and bind the subject property 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 often (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 recorded Owners.

An Owner shall be entitled to one (I) vote for each Tract owned. Any termination or amendment to this Declaration, however, must also be approved in writing by the Declarants in order to be valid. Any amendment and approval by the declarants must be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.

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, the Owners of the Tracts located within the "SUBJECT PROPERTY" and
their respective heirs, successors, personal representatives and assigns.

Section 4: Severability: Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in lull force and effect.

Section 5: Easements: Easements and rights of way as shown on the recorded plat are hereby reserved on the subject property for wires, electricity lines, gas lines, telephone lines, or any other public or quasi-public utility service purposes together with the right of ingress and egress at any time for the purpose of further construction and repair.

Section 6: Variances: Variances to any of these covenants may be granted by the Committee as appropriate in specific cases, at the discretion of the Committee, on a very limited case by case basis. All variances must be approved in writing by the Committee.

Section 7: Liability of Committee and Declarants: No Owner or other individual with proper standing shall make any claim, demand, or action against the Committee or Declarants and neither shall the Committee or the Declarants be liable to anyone for any damages of any nature whatsoever by reason of any action, inaction, approval or disapproval whatsoever related in any way to any of the covenants or provisions in this "Declaration of Protective Covenants"
in its entirety.

IN WITNESS WHEREOF, this Declaration of Protective Covenants has been executed this 9 day of June 2005.

COWBOY RANCH NORTH

Scott D. Heatherington, Declarant

Cathy J. Heatherington, Declarant

The foregoing was acknowledged before me by Scott D. Heatherington and Cathy J. Heatherignton, husband and wife, this 9 day of June, 2005.

SHARON K. WALSH - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 27, 2006

Witness my hand and official seal.

Sharon K. Walsh
Notary Public

My Commission expires: March 27, 2006

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STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

DECLARATION OF PROTECTIVE COVENANTS
OF
COWBOY RANCH NORTH OPEN SPACE

KNOW ALL MEN BY THESE PRESENTS, that Scott & Cathy Heatherington, Grantor, the owner of Tracts 1-7, Cowboy Ranch North, a subdivision situated in

A PORTION OF THE SW ¼ OF SECTION 20, TOWNSHIP 15N., RANGE 66W OF THE 6TH P.M. , LARAMIE COUNTY, WYOMING,

does hereby covenant, agree and make the following declarations ("Declarations") applicable to Tracts One (1) and Nine (9), hereinafter referred to as "Open Space" of Cowboy Ranch North, as shown on the Final Plat of Cowboy Ranch North subdivision, recorded at Plat Cabinet 8, Slot 140, records of the Laramie County Clerk, such Open Space constituting a total of Twenty Six and seventy-seven hundredths acres (26.77 acres), more or less.

1. INTENT. This Open Space area is for the use and enjoyment of the ***ADMINISTRATORS,*** its guests and invitees. The Open Space area is provided for native plant and wildlife habitat conservation, preservation of visual values, preservation of natural drainage, erosion control, and agricultural activities, such as grazing and equine uses in the arena by the ***ADMINISTRATORS***. This Declaration and its establishment of the Open Space conservation area shall be perpetual and may not be altered or amended in any manner by Grantor or any Tract owner or owners. The open space area shall be accessible only to the ***ADMINISTRATORS,*** its guests and invitees.

2. THE COWBOY RANCH NORTH COMMITTEE. Each Tract owner shall be a representative of the subdivision committee. If a Tract is owned by more that one person, the Tract owners shall designate in writing the name of one (1) Tract owner who shall be the representative on behalf of such Tract owners. The Grantor and Owner, it's heirs and successors, of Tract 1 and Tract 9 are the ***ADMINISTRATORS*** of the Cowboy Ranch North Committee and shall own, maintain, manage and insure certain real and personal property assets in, on and appurtenant to the Open Space, including fencing, parking areas, walkways, paths and shrubs; enforce this Declaration, assess its owners for the costs of its operations, insurance, property taxes and other governmental assessments and for the costs of management and maintenance of the Open Space or its roads.

For purposes of *ad valorem* and/or real property taxes assessed against the Open Space by Laramie County and/or the State of Wyoming, the ***ADMINISTRATORS*** shall be responsible for payment of such taxes.

3. ROADS. As indicated on the plat of the Subdivision, the interior roads within the Subdivision ("Roads") shall be publicly dedicated rights-of-way for the use of the general public, the governments of the United States of America, the State of Wyoming, Laramie County and the City of Cheyenne and their respective divisions and departments and for the use by the tract owners of the Subdivision and their families, guests and invitees. NOTWITHSTANDING SUCH PUBLIC DEDICATION OF THE ROADS, THE MAINTENANCE AND IMPROVEMENT OF THE ROADS, INCLUDING SNOW REMOVAL, IS NOT A PUBLIC RESPONSIBILITY, BUT SHALL BE BORNE BY THE *ADMINSTRATORS* AS SET FORTH HEREIN.

All Roads shall initially be constructed, maintained and improved as gravel roadways sufficient for vehicular traffic, with maintenance to include, without limitation, grading, snow removal, spreading of new gravel as necessary, in the sole discretion of the ***ADMINISTRATORS.***

All Roads shall be maintained by the ***ADMINISTRATORS*** pursuant to this Declaration. All Tract owners are required to be members of the Committee and all Tracts are encumbered by this Declaration. The initial assessment to be imposed upon the Tract owners of the subdivision for maintenance, insurance and improvements of the open space and Roads shall not exceed Fifty Dollars ($50.00) per month per Tract, such assessment to commence on the 1st day of the first month following conveyance of such Tract by the Grantor herein to a Tract owner. The Committee 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

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DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 3

SURVICE THE CONVEYANCE OR FORECLOSURE OF THE TRACT AND SHALL BECOME AN ENFORCIBLE OBLIGATION OF THE PERSON(S) TAKING TITLE TO SUCH TRACT.

Determination of the due dates and amount of assessments shall be made on at least an annual basis at a regular meeting of all Tract owners. Grantor shall pay such assessment for each Tract held by it from and after the date of recording this Declaration. All individual assessment notices sent to the Tract owners shall itemize each such cost and the owner's proportionate share of such total cost amount. Determination of the amount of annual assessments shall be made on at least an annual basis at a regular meeting of the Committee.

In the event that any Tract owner shall fail to make his, her or its annual or special assessment by the Committee, 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 Committee to collect unpaid assessments, the Committee shall be entitled to recover all costs incurred by it in such collection action including, without limitation, reasonable attorney's fees and costs.

THE FAILURE OF A TRACT OWNER TO REMIT PAYMENT OF HIS PROPORTIONATE SHARE OF ANY AND ALL OF THE ASSESSMENT OF OPERATION COSTS, INSURANCE, PROPERTY TAXES AND OTHER GOVERNMENTAL ASSESSMENTS AND FOR THE COSTS OF MANAGEMENT AND MAINTENANCE OF THE OPEN SPACE AND ROADS TO THE ***ADMINISTRATORS*** SHALL SUBJECT THE TRACT(S) OF SUCH NON-PAYING MEMBER TO THE AUTOMATIC LEIN PROVISIONS FOR SUCH UNPAID PROPORTIONATE ASSESSMENTS, INCLUDING THE ADVERTISEMENT AND SALE OF SUCH TRACT OR TRACTS TO SATISFY UNPAID ASSESMENTS OF OPERATION COSTS, INSURANCE, PROPERTY TAXES AND OTHER GOVERNMENTAL ASSESSMENTS AND FOR THE COSTS OF MANAGEMENT AND MAINTENANCE OF THE OPEN SPACE AND ROADS.

4. RESTRICTIVE USE. Prohibited uses of and actions on the Open Space include, but are not limited to:

a. Locating, constructing or storing objects of any kind such as sheds, playhouses fences, toys, vehicles, tools garden equipment; etc. in the Open Space, except for those installed by the ***ADMINISTRATORS*** in association with an outdoor arena or the agricultural activities of the ***ADMINISTRATORS*** ;

b. Injuring or scaring vegetation, promoting erosion, or interfering with wildlife use or riparian areas of the Open Space other than those actions deemed appropriate by the ***ADMINISTRATORS*** necessary for healthy management of the Open Space ecosystem;

c. Dumping of any kind, including disposal of tree branches, brush, grass clippings, trash, yard waste, or debris in the Open Space;

d. Discharging firearms or fireworks from or onto the Open Space and lighting sparklers, pop bottle rockets or any other incendiary device;

e. Any activity or conduct that has any potential of damaging the Open Space, its plants or animals, its riparian or wetland areas;

f. Discharging and/or use of any firearms within the Open Space, including without limitation, rifles, pistols, shotguns, pellet guns, B-B guns or any other device of like kind and/or nature; and/or

g. Hunting or harvesting of any animal, of any kind, type or nature, from within the Open Space or as may cross through and/or over the Open Space.

5. OUTBUILDINGS. No shed, lean-to, canopy or other structure shall be constructed or permitted on the Open Space, other that any structures owned and built by the ***ADMINISTRATORS*** deemed necessary for management of the outdoor arena and the Open Space ecosystem or the agricultural activities of the ***ADMINISTRATORS***.

6. SIGNS. Except for signs installed by the ***ADMINISTRATORS*** at such places along the boundary of the Open Space that identify the Open Space and its exclusive use and control by the tract owners, no sign of any kind shall be permitted on the Open Space.

7. FENCING. No permanent fencing is allowed in the Open Space. Tumbleweed fences used in the "Small Acreage Management" plan are allowed.

8. BINDING EFFECT. This Declaration, the Open Space and all restrictions set forth herein run with the Open Space and are perpetual.

9. ENFORCEMENT. The ***ADMINISTRATORS*** are charged with the obligation and is authorized, to take appropriate action in any situation where usage or conduct is clearly inconsistent with the stated intent of this Declaration.

In the event that any person enters the Open Space without the authority granted herein, the ***ADMINISTRATORS*** 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.

10. SEVERABILITY. Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 9 day of June 2005.

Scott & Cathy Heatherington
Grantor,

Scott Heatherington
Cathy Heatherington

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing Declaration was acknowledged before me this 9 day of June 2005, by Scott & Cathy Heatherington, known to me as the developer and owner of Cowboy Ranch North Subdivision.

Witness my hand and official seal.

Sharon K. Walsh
Notary Public

My Commission Expires: March 27, 2006

SHARON K. WALSH - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 27, 2006

RECORDED 6/10/2005 AT 4:13 PM REC# 419230 BK# 1886 PG# 1206
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 3 OF 3

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

RECORDED 4/27/2006 AT 3:51 PM REC# 445462 BK# 1944 PG# 921
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 5

LEANING TREE HOMES, INC.
To
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS

FOR ROAD MAINTENANCE

TRACTS 2, 3, 4, 5, & 6, COWYBOY RANCH NORTH

KNOW ALL PERSONS BY THESE PRESENTS that LEANING TREE HOMES, INC., a corporation organized under the laws of the State of Wyoming, being the owner in fee simple of Tracts 2, 3, 4, 5, & 6, Cowboy Ranch North, situated in a portion of the Southwest Quarter of Section 20, T.15N., R.66W., of the 6th P.M., Laramie County, Wyoming, does hereby covenant, agree and make the following Declaration of Protective Covenants For Road Maintenance:

ARTICLE I: INTENT AND SCOPE OF COVENANTS

Section 1: INTENT. This Declaration of Protective Covenants For Road Maintenance (hereinafter "Covenants") is intended to facilitate and regulate the maintenance of JACKPOT LOOP as the same is shown and dedicated to the use of the public pursuant to the plat map filed with the Laramie County Clerk of Deeds, Book 8, Page 140, on April 5, 2005.

Section 2: SCOPE. These Covenants apply to Tracts 2, 3, 4, 5, & 6, Cowboy Ranch North, situated in a portion of the Southwest Quarter of Section 20, T.15N., R.66W., of the 6th P.M., Laramie County, Wyoming,.

ARTICLE II: DEFINITION OF FREQUENTLY USED TERMS

Section 1: "Road Committee" shall mean and refer to the Road Committee as established pursuant to Article III of these Covenants.

Section 2: "Declarant" shall mean the present owner (Leaning Tree Homes, Inc.) executing these Covenants.

Section 3: "Owner" shall mean and refer to the record owner(s), whether one or more persons, 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. Whenever a vote of the Owners is required in these Covenants, an Owner shall be entitled to one (1) vote for each Tract owned. Two or

more persons owning a Tract (e.g., joint ownership by husband and wife, etc.) shall collectively be entitled to one (1) vote per Tract.

Section 4: "Subdivision" shall mean and refer to Tracts 2, 3, 4, 5, & 6, Cowboy Ranch North, situated in a portion of the Southwest Quarter of Section 20, T.15N., R.66W., of the 6th P.M., Laramie County, Wyoming,

ARTICLE III: ROAD MAINTENANCE

Section 1: Road Committee: A Road Committee for the Subdivision is hereby constituted. Each Tract Owner shall have one vote for each Tract and shall be deemed a member of the Road Committee. All Committee actions or decisions shall be by majority vote, i.e., at least three of the five votes. 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. The approval or consent of the Road Committee or its representative on matters properly coming before it shall be conclusive and binding on all Owners.

Section 2: Road Maintenance: The interior road of the Subdivision called JACKPOT LOOP, as the same is shown and dedicated to the use of the public pursuant to the plat map filed with the Laramie County Clerk of Deeds, Book 8, Page 140, on April 5, 2005, has no proposed public maintenance. All Roads are initially constructed, maintained and improved as gravel roadways sufficient for vehicular traffic, with maintenance to include, without limitation, grading, snow removal, spreading of new gravel as necessary. The Declarant shall maintain JACKPOT LOOP until October 1, 2006. Thereafter, JACKPOT LOOP shall be maintained as follows:

The maintenance of JACKPOT LOOP shall be maintained by the Road Committee pursuant to this Declaration. All Tract owners are required to be members of the Road Committee and all Tracts are encumbered by this Declaration. The initial assessment to be imposed upon the Tract Owners of the subdivision for maintenance, and improvements of JACKPOT LOOP shall be determined by the Road Committee in its sole discretion, such assessment to commence on the 1st day of October, 2006. The Road Committee may resolve to assess each Tract for special assessments to pay for any emergency repairs, extraordinary costs and/or any major improvements to JACKPOT LOOP. 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 ENFOREIBLE OBLIGATION OF THE PERSON(S) TAKING TITLE TO SUCH TRACT.

Determination of the due dates and amount of assessments shall be made on at least an annual basis at a regular meeting of all Tract Owners, said annual meeting to occur on or about October 1st of each year or at such other times as the Road Committee shall determine. All individual assessment notices sent to the Tract Owners shall itemize each such cost and the Owner's proportionate share of such total cost amount. Determination of the amount of annual

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assessments shall be made on at least an annual basis at a regular meeting of the Road Committee.

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

THE FAILURE OF A TRACT OWNER TO REMIT PAYMENT OF HIS PROPORTIONATE SHARE OF ANY AND ALL OF THE ASSESSMENT OF ROAD MAINTENANCE, THE ROAD COMMITTEE SHALL SUBJECT THE TRACT(S) OF SUCH NON-PAYING MEMBER TO THE AUTOMATIC LIEN PROVISIONS FOR SUCH UNPAID PROPORTIONATE ASSESSMENTS, INCLUDING THE ADVERTISEMENT AND SALE OF SUCH TRACT OR TRACTS TO SATISFY UNPAID ASSESSMENTS.

ARTICLE VIII: GENERAL PROVISIONS

Section 1: Enforcements and Remedies: These Covenants, conditions, and restrictions may be enforced by any legal or equitable Owner(s), or by the Road 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(s). 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 incurred by the Owner(s), Road Committee, or Declarant in the proceedings either to enjoin a violation or for the recovery of the damages. The failure to enforce or cause the 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 a different provision within these Covenants.

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

Section 2: Duration and Amendment: These Covenants shall run with and bind the Subdivision from the date these Covenants are recorded in the Office of the Laramie County Clerk of Deeds, State of Wyoming. These Covenants may be amended in whole or in part by a written instrument executed by two-thirds (2/3) or more of the then record Owners. Any termination or amendment must be recorded in the Office of the Laramie County Clerk of Deeds, State of Wyoming to be effective.

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 Declarant and the

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DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 3 OF 5

future Owners of the Tracts located within the Subdivision and their respective heirs, successors, personal representatives, and assigns.

Section 4: Severability: Invalidation of any one of the provisions or restrictions in these Covenants by judgment of Court of competent jurisdiction shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 5: **No Liability: Neither Declarant, the Road Committee, Leaning Tree Homes, Inc., James M. Frauendienst, Rachel M. Frauendienst, or any successors or assigns of the aforementioned shall be liable for personal injury or property 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 provisions in these Covenants in its entirety including, but not limited to, the approval, disapproval, or failure to provide reasonable road maintenance of JACKPOT LOOP. These Covenants shall in no way be construed to create any right for any third party not otherwise deemed an Owner as defined herein. The Owners, excluding the Declarant, agree to indemnify and hold harmless , Leaning Tree Homes, Inc., James M. Frauendienst and Rachel M. Frauendienst, from and against any claim for personal injury or property damage relating in any manner to the maintenance of JACKPOT LOOP and any rights and obligations created by these Covenants, specifically including costs and attorney's fees.**

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RECORDED 4/27/2006 AT 3:51 PM REC# 445462 BK# 1944 PG# 924
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 4 OF 5

DATED this 27th day of April, 2006.

LEANING TREE HOMES, INC., Grantor/Declarant

By: _____
James M. Frauendienst, Vice-President

By: _____
Rachel M. Frauendienst, President.

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing "Declaration of Protective Covenants for Road Maintenance," was acknowledged before me by James M. Frauendienst and Rachel M. Frauendienst in their capacities as officers for Leaning Tree Homes, Inc., this 27th day of April, 2006. Witness my hand and official seal.

MATTHEW H. ROMSA - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
SEAL
MY COMMISSION EXPIRES OCT. 7, 2006

_____
Notary Public

My Commission Expires: Oct 7, 2006

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DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 5 OF 5

SUBDIVISION SETUP FORM

Subdivision Proper Name COWBOY RANCH NORTH

Received from CATHY J HEATHERINGTON

Grantor SCOTT D HEATHERINGTON AND CATHY J HEATHERINGTON Document Date 12-21-2004

Grantee IN RE COWBOY RANCH NORTH

Legal Description M&B PTN SW1/4 SECTION 20 T15N R66W

SUBDIVISION INFORMATION

Short Alpha Name COWBOY RANCH NO Number 2942

Block Name NONE Lot Name TRACT

Replats Previous Platting Y/N Defunct Subdivision Y/N

Covenants Book/Page _____ Old Hard Copy Book/Number COMP

ABSTRACTING INFORMATION

For suffix 40-69 (Existing Parcels Affected)

TWN/SUBD	RNG/BLOCK	BEGIN SEC/LOT	END SEC/LOT	R/V SW
15	66	20		

For suffix 70-99 (New Parcels Created)

	BLOCK #	BEGIN LOT	END LOT	BLOCK #	BEGIN LOT	END LOT
2942	NONE	1	9			

RECORDED 4/05/2005 AT 1:53 PM REC# 413400 BK# 8 PG# 140
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 1

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

RECORDED 2/11/2011 AT 2:39 PM REC# 562931 BK# 2207 PG# 955
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 2

DECLARATION OF PROTECTIVE COVENANTS OF COWBOY RANCH NORTH OPEN SPACE AND ROAD MAINTENCE

KNOW ALL MEN BY THESE PRESENTS, that Scott & Cathy Heatherington, Grantor, the owner of Tracts 1 and 9, Cowboy Ranch North, a subdivision situated in

A PORTION OF THE SW ¼ OF SECTION 20, TOWNSHIP 15N., RANGE 66W OF THE 6TH P.M. , LARAMIE COUNTY, WYOMING,

does hereby covenant, agree and make the following declarations ("Declarations") applicable to Tracts One (1) and Nine (9), hereinafter referred to as "Open Space" of Cowboy Ranch North, as shown on the Final Plat of Cowboy Ranch North subdivision, recorded at Plat Cabinet 8, Slot 140, records of the Laramie County Clerk, such Open Space constituting a total of Twenty Six and seventy-seven hundredths acres (26.77 acres), more or less.

1. INTENT. This Open Space area is for the use and enjoyment of the ***ADMINISTRATORS,*** its guests and invitees. The Open Space area is provided for native plant and wildlife habitat conservation, preservation of visual values, preservation of natural drainage, erosion control, and agricultural and non-motorized recreational activities. This Declaration and its establishment of the Open Space conservation area shall be perpetual. The Grantor and Owner, it's heirs and successors, of Tract 1 and Tract 9 are the ***ADMINISTRATORS*** of the Cowboy Ranch North Open Space and shall own, maintain, manage and insure certain real and personal property assets in, on and appurtenant to the Open Space, including fencing, parking areas, walkways, paths and shrubs and enforce this Declaration.The open space area shall be accessible only to the ***ADMINISTRATORS,*** its guests and invitees.

2. TAXES. For purposes of *ad valorem* and/or real property taxes assessed against the Open Space by Laramie County and/or the State of Wyoming, the ***ADMINISTRATORS*** shall be responsible for payment of such taxes.

3. ROAD MAINTENANCE. As indicated on the plat of the Subdivision, Ropers Lane within the CowboyRanch North Subdivision shall be a publicly dedicated right-of-way for the use of the public, and for the use by the tract owners of the Subdivision and their families, guests and invitees. THE MAINTENANCE AND IMPROVEMENT OF THE ROAD, INCLUDING SNOW REMOVAL, IS NOT A PUBLIC RESPONSIBILITY, BUT SHALL BE BORNE BY THE ***ADMINSTRATORS*** AS SET FORTH HEREIN.

All Roads shall initially be constructed, maintained and improved as gravel roadways sufficient for vehicular traffic, with maintenance to include, without limitation, grading, snow removal, spreading of new gravel as necessary, in the sole discretion of the ***ADMINISTRATORS.***

Ropers Lane shall be maintained by the ***ADMINISTRATORS*** pursuant to this Declaration. All Tract owners maybe imposed a Special Assessment for necessary, emergency repairs and major improvements to Ropers Lane located between US Highway 85 (Torrington Road) and Jackpot Loop. The obligation to pay special assessments runs with the Tract and binds all future owners of each Tract regardless of when such owner acquired such Tract.

In the event that any Tract owner shall fail to make his, her special assessment by the ***ADMINISTRATORS***, 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 ***ADMINISTRATORS*** to collect unpaid assessments, the ***ADMINISTRATORS*** shall be entitled to recover all costs incurred by it in such collection action including, without limitation, reasonable attorney's fees and costs.

4. RESTRICTIVE USE. Prohibited uses of and actions on the Open Space include, but are not limited to:

a. Locating, constructing or storing objects of any kind such as sheds, playhouses, toys, tools garden equipment; etc. in the Open Space, except for those installed or used by the ***ADMINISTRATORS*** in association with an outdoor arena or the agricultural or recreational activities of the ***ADMINISTRATORS***, its guests and invitees;
b. Injuring or scaring vegetation, promoting erosion, or interfering with wildlife use or riparian areas of the Open Space other than those actions deemed appropriate by the ***ADMINISTRATORS*** necessary for healthy management of the Open Space ecosystem;

c. Dumping of any kind, including disposal of tree branches, brush, grass clippings, trash, yard waste, or debris in the Open Space;
d. Discharging firearms or fireworks from or onto the Open Space and lighting sparklers, pop bottle rockets or any other incendiary device;
e. Discharging and/or use of any firearms within the Open Space, including without limitation, rifles, pistols, shotguns, pellet guns, B-B guns or any other device of like kind and/or nature; and/or
f. Hunting or harvesting of any animal, of any kind, type or nature, from within the Open Space or as may cross through and/or over the Open Space.

5. OUTBUILDINGS. No shed, lean-to, canopy or other structure shall be constructed or permitted on the Open Space, other that any structures owned and built by the ***ADMINISTRATORS*** deemed necessary for management of the outdoor arena and the Open Space ecosystem or the agricultural or recreational uses activities of the ***ADMINISTRATORS***.

6. SIGNS. Except for signs installed by the ***ADMINISTRATORS*** at such places along the boundary of the Open Space that identify the Open Space and its exclusive use and control by the tract owners, no sign of any kind shall be permitted on the Open Space.

7. FENCING. No permanent fencing except those built by the ***ADMINISTRATORS*** deemed necessary for management of the outdoor arena and the Open Space ecosystem or the agricultural or recreational uses activities of the ***ADMINISTRATORS*** is allowed in the Open Space. Tumbleweed fences used in the "Small Acreage Management" plan are allowed.

8. BINDING EFFECT. This Declaration, the Open Space and all restrictions set forth herein run with the Open Space and are perpetual.

9. ENFORCEMENT. The ***ADMINISTRATORS*** are charged with the obligation and is authorized, to take appropriate action in any situation where usage or conduct is clearly inconsistent with the stated intent of this Declaration.

10. SEVERABILITY. Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 27 day of April 2006.

Scott & Cathy Heatherington
Grantor,

Scott Heatherington
Cathy Heatherington

RECORDED 2/11/2011 AT 2:39 PM REC# 562931 BK# 2207 PG# 956
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 2 OF 2

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing Declaration was acknowledged before me this 27 day of April 2006, by Scott & Cathy Heatherington, known to me as the developer and owner of Tracts One (1) and Nine (9) of Cowboy Ranch North Subdivision.

Witness my hand and official seal.

Wendy J. Kinkade
Notary Public

My Commission Expires: 3 27 2010

WENDY J. KINKADE · NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 27, 2010