DECLARATION OF PROTECTIVE COVENANTS

HETTICH ENTERPRISES, INC.
A WYOMING CORPORATION

TO

THE PUBLIC

KNOW ALL MEN BY THESE PRESENTS: THAT HETTICH ENTERPRISES, INC., A WYOMING CORPORATION, THE PRESENT OWNER OF E 1/2 OF W 1/2 SEC 1, AND NW 1/4 OF SECTION 12, TOWNSHIP 12 NORTH, RANGE 66 WEST, OF THE 6TH. P.M., LARAMIE COUNTY, WYOMING, SHALL BE SUBJECT TO PROTECTIVE COVENANTS HEREINAFTER SET FORTH AND SAID CORPORATION DOES FURTHER COVENANT AND AGREE THAT ANY SUBSEQUENT GRANTS OF ANY LOT, TRACT OR PARCEL OF SAID REAL PROPERTY SHALL BE SUBJECT TO THE FOLLOWING COVENANTS AND RESTRICTIONS.

1. PARCELS SHALL CONSIST OF FORTY ACRES MORE OR LESS AND NOT MORE THAN ONE SINGLE FAMILY RESIDENCE SHALL BE CONSTRUCTED ON EACH PARCEL.

2. NO RESIDENCE SHALL BE PLACED ON A PARCEL IN FOUR H RANCHES WHICH IS A BASEMENT HOUSE AND NO BASEMENT SHALL BE CONSTRUCTED AND THEN COVERED AND USED AS A RESIDENCE; ANY AND ALL BUILDINGS CONSTRUCTED ON ANY PARCEL SHALL BE CONSTRUCTED IN A GOOD AND WORKMANLIKE MANNER.

3. NO BUILDING SHALL BE ERECTED NEARER THAN FIFTY (50') FEET TO ANY BOUNDARY ALONG A STREET, OR SO THAT ANY PART OF SAID BUILDING IS CLOSER THAN FIFTY (50') FEET TO ANY OTHER BOUNDARY LINES OF EACH PARCEL.

4. FOR THE PURPOSE OF THIS COVENANTS EAVES, STEPS AND OPEN PORCHES SHALL BE CONSIDERED AS PART OF THE BUILDING.

5. ANY ANIMAL SHELTER OR PEN SHALL BE AT LEAST ONE HUNDRED (100') FROM ANY NEIGHBORING DWELLING.
6. NO CONSTRUCTION OF TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, OR ACCESSORY BUILDING SHALL BE USED ON ANY PARCEL FOR A RESIDENCE TEMPORARILY OR PERMANENTLY, EXCEPT FOR SUCH USE AND DURING THE CONSTRUCTION PHASE OF THE PERMANENT DWELLING, NOT TO EXCEED ONE (1) YEAR IN ANY EVENT, AND THEN ONLY FOR A ONE (1) YEAR PERIOD. A PERMIT FOR THE ABOVE MUST BE SECURED FROM THE ARCHITECTURAL CONTROL COMMITTEE.

7. NO PARCEL SHALL BE DIVIDED, SUBDIVIDED, SPLIT OR SOLD IN ANY MANNER WHATSOEVER.

8. NO BUILDING SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS AND A PLAN SHOWING THE LOCATION OF THE STRUCTURE HAS BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO QUALITY OF WORKMANSHIP AND MATERIALS, HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES, AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH GRADE ELEVATION. NO FENCE OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT NEARER TO ANY STREET THAN MINIMUM BUILDING SETBACK LINE UNLESS SIMILARLY APPROVED. PRINCIPAL DWELLING WILL BE SET ON FOUNDATION. ANY STRUCTURE MUST BE CLOSED IN AND EXTERIOR FINISHED WITHIN ONE (1) YEAR FROM DATE OF START OF CONSTRUCTION.


10. THE COMMITTEE'S APPROVAL OR DISAPPROVAL AS REQUIRED IN THESES COVENANTS SHALL BE IN WRITING. IN THE EVENT THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE FAILS TO APPROVE OR DISAPPROVE WITHIN THIRTY (30) DAYS, AFTER PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN ANY EVENT IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE RELATED COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
11. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage of one thousand (1000) square feet. Except that where the said principal dwelling is a one and one-half (1 1/2) or two (2) story dwelling the minimum may be reduced to six hundred fifty (650') square feet of ground floor area, providing that the total living area of the one and one-half (1 1/2) or two (2) floors is not less than twelve hundred (1200') square feet.

12. 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 systems shall be nearer than fifty (50') feet to any building plot line except with the consent of the appropriate health officials of the county and state, and no sewage, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the property. No outside toilets or privies shall be permitted upon premises. All toilet facilities must be a part of the residence and shall be of a modern flush type and connected with a proper septic tank system.

13. No parcel shall be used or maintained as a dumping ground for rubbish or junk, specifically junked cars, unlicensed cars, appliances, etc. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

14. No more than four (4) household pets may be kept on any one parcel and not more than twenty-five (25) poultry or fowl of any kind be kept on any one parcel. No more than ten (10) animal units per parcel, including horses, cattle, sheep and goats etc. Swine may be kept as 4-H projects for a maximum of eight (8) months per year. Fences will be erected to contain all animals and poultry within property lines.

15. No sign of a commercial nature shall be displayed to the public view, except however one sign of not more than thirty-two (32) square feet may be used to advertise the property for sale or rent, or to be used by a builder to advertise the property during the construction and sales period.

16. No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may be come an annoyance or nuisance to the neighborhood.
17. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING OR MINING OPERATION OF ANY KIND WILL BE PERMITTED UPON OR IN ANY PARCEL, NOR SHALL OIL WELLS, TANKS, TUNNELS, MINERAL EXCAVATIONS OR SHAFTS BE PERMITTED UPON OR IN ANY TRACT, OR Derrick OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED ON ANY PARCEL.

18. VEHICLE PARKING: VEHICLES NOT IN RUNNING CONDITION SHALL NOT BE PARKED IN FRONT OF A RESIDENCE OR ON A PUBLIC STREET. ALL CAMPERS, TRAILERS, BOATS AND OTHER VEHICLES MUST BE PARKED NO CLOSER THAN THE FRONT LINE OF THE RESIDENCE, EXCEPT PICKUP MOUNTED CAMPERS USED AS A REGULAR MEANS OF TRANSPORTATION.

19. ENFORCEMENT SHALL BE BY PROCEEDING AT LAW OR IN EQUITY, AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT, EITHER TO RESTRRAIN VIOLATION OR RECOVER DAMAGES.

20. HOME OWNERS ASSOCIATION: AT SUCH TIME AS SEVENTY-FIVE PERCENT (75%) OF THE TOTAL PARCELS ARE SOLD OR UNDER CONTRACT, A MEETING OF ALL OWNERS SHALL BE CALLED AND AN ASSOCIATION FORMED FROM THAT TIME FORWARD THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF ALL COMMON RECREATIONAL FACILITIES. ENFORCEMENT OF COVENANTS AND SUCH OTHER DUTIES AS NORMALLY ARE IN THE SCOPE OF SUCH ASSOCIATIONS.

21. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

22. THIS DECLARATION OF PROTECTIVE COVENANTS SHALL BE CONSTRUED TO BE PART OF THE CONVEYANCE OF ANY OF THE PREMISES HERIN DESCRIBED WHICH MAY BE HEREAFTER EXECUTED BY ANY OF THE PARTIES HERETO OR ANY OF THEIR GRANTEES, HEIRS, EXECUTORS, SUCCESSORS OR ASSIGNS WITHOUT BEING MENTIONED THEREIN.

23. TERM OF COVENANTS: SHALL RUN WITH LAND TWENTY (20) YEARS AND EXTEND AUTOMATICALLY EXCEPT BY WRITTEN AND RECORD INSTRUMENT SIGNED BY TWO-THIRDS (2/3) OF THE OWNERS THEN OF RECORD, AGREEMENT TO CHANGE THE COVENANTS IN PART OR WHOLE. A PLAT IS ATTACHED HERETO, MARKED EXHIBIT "A", COVERING THE ABOVE DESCRIBED REAL PROPERTY.
DATED THIS 17 DAY OF SEPTEMBER, 1996.

HETTICH ENTERPRISES, INC.

BY [Signature]
PRESIDENT

ATTEST
[Signature]
SECRETARY

ACKNOWLEDGMENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
17th DAY OF SEPTEMBER, 1996, BY ROSETTA M. HETTICH AND WILLIAM
G. HETTICH.

WITNESS MY HAND AND OFFICIAL SEAL.

[Seal]

MY COMMISSION EXPIRES: December 30, 1978

BOOK 1433

0564
AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS
OF
FOUR "H" RANCHES

KNOW ALL MEN BY THESE PRESENTS, that a Declaration of Protective
Covenants was filed on the 18th day of September, 1996 at Book 1433, Page 560 - 564 of the
records of the Laramie County Clerk for the property described as:

The E ½ of the W ½ of Section 1 and the NW ¼ of Section 12, Township 12
North, Range 66 W of the 6th P.M., Laramie County, Wyoming also known as
Four "H" Ranches;

and that it is the intention and desire of the owners of the above-described property to amend
the Declaration of Protective Covenants for said property pursuant to paragraph 23 of said
Protective Covenants which provides that two-thirds (2/3) of the owners then of record may
agree to change the Covenants in part or in whole.

Paragraph 1 shall be amended to read as follows:

"Parcels shall consist of forty acres more or less to be used exclusively for
residential purposes and not more than one dwelling unit limited to use as a
single-family residence shall be constructed on each parcel. A single-family
residence shall be defined as a dwelling unit occupied by persons related by
blood, marriage, adoption or guardianship, or not more than two (2) persons
not so related and living as a single housekeeping unit and family. No
dwelling unit occupied for any purpose by a group of three (3) or more
persons not related by blood, marriage, adoption or guardianship and living
together as a single housekeeping unit shall be permitted."
All other restrictions, conditions, covenants, charges and agreements contained in the Declaration of Protective Covenants for the above-described property filed at Book 1433, Page 560 - 564 of the Laramie County Clerk are hereby republished, ratified and confirmed in their entirety. 

Dated this 9th day of September, 2007.

Owner of Parcel 1: 
Brian K. Childers

STATE OF WYOMING 
COUNTY OF LARAMIE 

Subscribed and sworn to before me by Brian K. Childers this 9th day of September, 2007.

Witness my hand and official seal. 
Kathy Cathcart
NOTARY PUBLIC

My Commission Expires: 12/14/07

Owners of Parcel 2: 
Michael C. Alverson, Trustee of the Alverson Revocable Trust 
Mona Alverson, Trustee of the Alverson Revocable Trust

STATE OF WYOMING 
COUNTY OF LARAMIE 

Subscribed and sworn to before me by Michael C. Alverson and Mona Alverson as Trustees of the Alverson Revocable Trust this 9th day of September, 2007.

Witness my hand and official seal. 
Kathy Cathcart
NOTARY PUBLIC

My Commission Expires: 12/14/07
Owners of Parcel 3: Vargas Limited Partnership

By: _______________________________
   Its: _______________________________

STATE OF WYOMING  
  )SS
COUNTY OF LARAMIE  

Subscribed and sworn to before me by ___________________________ as 
_________________ of Vargas Limited Partnership this ______ day of September, 2007. 

Witness my hand and official seal.  

NOTARY PUBLIC

My Commission Expires: _________________________

Owner of Parcel 4:  

mercier.r.crowell

STATE OF WYOMING  
  )SS
COUNTY OF LARAMIE  

Subscribed and sworn to before me by Mercie R. Crowell this 9th day of  
September, 2007. 

Witness my hand and official seal.  

NOTARY PUBLIC

My Commission Expires: 12/16/07
 Owners of Parcel 5:

Keith R. Fogg

Tracy R. Fogg

STATE OF WYOMING
COUNTY OF LARAMIE

)SS

Subscribed and sworn to before me by Keith R. and Tracy R. Fogg this 9th day of September, 2007.

Witness my hand and official seal.

My Commission Expires: 10/11/07

Kathy Cathecart
NOTARY PUBLIC

Owners of Parcel 6:

Keith A. Campeau

Arleen Campeau

STATE OF WYOMING
COUNTY OF LARAMIE

)SS

Subscribed and sworn to before me by Keith A. and Arleen Campeau this 9th day of September, 2007.

Witness my hand and official seal.

My Commission Expires: 10/11/07

Kathy Cathecart
NOTARY PUBLIC
Owners of Parcel 7:

William J. Lewis

County of Laramie

Subscribed and sworn to before me by William J. Lewis and Lewis this day of September, 2007.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

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Owners of Parcel 8:

Mark D. Geib

Vickie L. Geib

County of Laramie

Subscribed and sworn to before me by Mark D. Geib and Vickie L. Geib this day of September, 2007.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 10/10/07