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LARAMIE COUNTY CLERK
CHEYENNE, WY.

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STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

MEADOWLARK ESTATES LLC

To
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS
FOR
MEADOWLARK ESTATES

KNOW ALL MEN BY THESE PRESENTS, that MEADOWLARK ESTATES LLC, a limited liability company organized under the laws of the State of Wyoming, being the owner in fee simple of all the real property in the subdivision known as MEADOWLARK ESTATES, does hereby covenant, agree and make the following Declaration of Protective Covenants:

ARTICLE I: INTENT AND SCOPE OF COVENANTS

Section 1: Intent. This 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, for the purpose of preserving and enhancing the value, desirability, and attractiveness of the Meadowlark Estates subdivision.

Section 2: Scope. This Declaration of Protective Covenants applies to certain real property situated within the Meadowlark Estates subdivision identified more particularly to-wit:

Tracts 2 through 26 and Tracts 28 through 61, Meadowlark Estates, a subdivision situated in the W 1/2 of Section 24, Township 14 North, Range 66 West of the 6th P.M., Laramie County, Wyoming, EXCEPT for the southern portions of Tracts 3 through 9 excluded from this Declaration of Protective Covenants as more particularly described in Addendum A.

ARTICLE II: DEFINITION 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 Meadowlark Estates 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 Tract (or in the event of a "Contract for Deed" transaction involving any Tract, the Purchaser(s) thereunder), but, excluding those having such interest solely as security for the performance of any obligation, in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof.

Section 4: "Subject Property" shall mean all of the real property within Meadowlark Estates subject to this Declaration of Protective Covenants (as described in Article I, Section 2).

ARTICLE III: USES AND RESTRICTIONS

Section 1: Principal Use. It is intended that the Tracts within the Subject Property 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 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 of any other Tract within the Subject Property. For 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 within the Subject Property.

Section 4: Home Occupations. Home occupations are permitted, however, nothing in this section shall be construed to relieve any person from compliance with any and all City and/or

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

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

(A) Any home alterations and/or construction to accommodate the home occupation must comply with these covenants and must first be approved by the Committee pursuant to Article IV.

(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, equipment, tractors or other heavy equipment vehicles of any nature related to the home occupation use shall be stored, displayed, or parked 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 sales of stocks, supplies or products to customers and/or clients on the premises, however, on premises sales via catalogue, postal and/or telephone are permitted. Retail trade or any other business activity involving customer traffic and/or parking on a regular or non-incidental basis is prohibited.

(F) Employees working on the site of the home occupation shall be only bona-fide, full-time residents of the home dwelling existing on the Tract.

(G) Notwithstanding anything hereinabove to the contrary, the following businesses shall not be allowed as home occupations upon any Tract within 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 service such as body, frame and fender straightening and repair, painting and undercoating of automobiles and/or the sale of engine fuels, motor oils, lubricants, grease, tires, batteries and accessories.

2) Massage Parlors/Technicians.

3) Any other home occupation which is considered noxious, offensive, or annoying as determined by the written vote of at least seventy-five percent (75%) of the then record Owners of the Tracts within the Subject Property.

Section 5: Dumping/Trash. No Tract shall be used or maintained as a dumping or storage ground for rubbish, scrap, debris, or junk including, but not limited to, junked cars, appliances, building materials, etc. Trash, garbage, or other waste shall be kept only in sanitary containers which are emptied on a regular basis. Except for a limited time on the day when trash is collected, no sanitary container(s) shall be exposed upon the premises. A Tract Owner bears the responsibility to insure at all times that no trash, debris, or material of any kind be allowed to blow off of the Tract.

Section 6: Excavation. No refining, quarrying or mining operations of any kind shall be permitted upon and/or in any Tract. Nor shall underground fuel tanks, excavated tunnels, mineral excavations or shafts be permitted upon and/or in any Tract.

Section 7: Vehicles. No vehicles, trailers, or any vehicular equipment shall be parked along any of the public roadways which serve the subdivision. It is encouraged that R.V.'s, fifth wheels, camp trailers, horse trailers, boats, boat trailers, and the like, which are parked for lengthy periods of time be parked in garages and/or approved outbuildings, however, parking of the same for lengthy periods of time away from the general view of adjacent landowners and away from the roadway side of any house shall be permissible. Unlicensed vehicles or vehicles which are not in running condition may not be parked in plain view for more than 72 hours or as a repeated practice. Under no circumstances shall "18 wheelers" be allowed to park anywhere within the Subject Property.

Section 8: Mobile Homes. All home construction shall be new, on site, construction and no mobile homes and/or modular homes shall be permitted. Pre-existing "stick-built" homes proposed to be relocated from other locations are also not permitted.

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Section 9: Temporary Structures. No structure of a temporary character (such as a tent, shack, barrack, garage, barn or other outbuilding) shall be used on any Tract as a family dwelling, either temporary or permanently.

Section 10: Signs. No sign of any kind shall be displayed to the public view on any Tract except as follows: (1) The signs advertising the initial offering of Meadowlark Estates; (2) One sign of not more than five square feet advertising the property for sale or rent; (3) Signs of no more than 32 square feet used by a builder to advertise the property during the construction period only; and (4) One sign compatible with Section 4(D) hereinabove.

Section 11: Single Family Homesites/Further Division Restriction. No structure other than one private single family dwelling together with a private garage and/or appropriate outbuildings and barns as provided for hereinafter shall be erected, placed, or permitted to remain on any of the Tracts. No Tract within the Subject Property may be further divided into smaller tracts.

Section 12: Antennas And Satellite Dishes. Television antennas and/or towers are prohibited. Subject to approval by the Committee, no more than one (1) specialty antenna utilized for purposes other than television may be acceptable provided the same is less than twenty-five feet (25') in height.

A television satellite dish two feet (2') or less in diameter which is affixed to a home or which is situated within twelve feet (12') of the side a home is acceptable without prior Committee approval. Television satellite dishes which are greater than two feet (2') in diameter may be allowed provided the location of the same is approved in writing by the Committee prior to installation.

ARTICLE IV: 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 members of Meadowlark Estates LLC executing this Declaration of Protective Covenants. All notices to the Committee required herein shall be sent to:

Architectural Control Committee - Meadowlark Estates
c/o Edward F. Murray, III
1616 Warren Ave., Ste. 21
Cheyenne, Wyoming, 82001.

The Committee may designate a representative to act for it, which representative may or may not be a member of the Committee. 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 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 persons. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any governmental official, commission, or agency. During the construction phase, or at any other applicable time, Owner shall be solely responsible for obtaining any and all permits, applications, or other written instruments required by any private, public, or governmental agency.

Section 2: Submission To Committee. No home, building, or structure shall be constructed or erected on any Tract within the Subject Property until the submission requirements in the following Section have been complied with and the Committee has approved the submission data.

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

a. 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.

b. A site plan of the Tract showing the location of all proposed structures, well, and septic system.

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

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

The Committee shall inform the applicant of its decision within twenty (20) days of the submission of all the required data. In the event the Committee disapproves of any submitted plans the Committee shall, if requested, make reasonable efforts to assist and advise the applicant in achieving an acceptable submittal. The denial of any submission shall be accompanied with a written statement of the basis for the denial.

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 the Committee or its representative 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 improvement situated on a Tract shall be performed without receiving Committee approval of the same after complying with Article IV, Section 3, hereinabove.

Section 6: Commencement And Completion Of Approved Construction. Once plans for construction have been approved by the Committee, it is expected that construction shall commence within six (6) months from the date of approval. If construction has not commenced within six (6) months from the date of approval, said approval shall be deemed expired and the submission and approval process will have to be reinitiated. Once construction begins, any home or improvement or alteration thereto approved by the Committee shall be diligently pursued to completion. All homes and other improvements on any Tract shall be substantially completed within one (1) year after commencement of construction unless a longer period is established by the Committee at the time of the approval of the construction plans.

ARTICLE V: STANDARDS RELATING TO IMPROVEMENTS

Section 1: General. Meadowlark Estates is a large subdivision encompassing nearly 320 acres covering an area approximately one-half mile wide by one mile deep. Approximately the south one-third of the Subject Property is situated on or near the crest of the ridge overlooking Cheyenne and offers mostly outstanding views of the city and of the mountains to the southwest and west. Most of the area of the center one-third of the Subject Property is situated on the hill-top and features more of a panoramic viewpoint. Approximately the north one-third of the Subject Property slopes gently into a broad and level valley with lovely western and northern views. In short, the size and varying topographical nature of this large subdivision makes it possible to implement varying construction standards within the subdivision. Accordingly, the following standards create a minimum code of uniformity for the construction of homes and/or improvements in three categories.

Section 2: Minimum Square Footage: Tracts 2 - 19 and 26. The principal dwelling on Tracts 2 - 19 and 26 must have a minimum fully enclosed ground floor area devoted to living purposes of no less than 2,000 square feet; except if said dwelling has multiple levels, the minimum living area of the first floor area may be reduced, provided that the total living area of the multiple levels is not less than 2,300 square feet. Said minimum square footage standards are exclusive of basements, walk-out basements, porches, terraces and attached garages.

Section 3: Minimum Square Footage: Tracts 20 - 25, 28 - 35, and 38 - 46. The principal dwelling on Tracts 20 - 25, 28 - 35, and 38 - 46 must have a minimum fully enclosed ground floor area devoted to living purposes of no less than 1,400 square feet; except if said dwelling has multiple levels, the minimum living area of the first floor area may be reduced, provided that the total living area of the multiple levels is not less than 1,700 square feet. Said minimum square footage standards are exclusive of basements, walk-out basements, porches, terraces and attached garages.

Section 4: Minimum Square Footage: Tracts 36, 37, and 47 - 61. The principal dwelling on Tracts 36, 37, and 47 - 61 must have a minimum fully enclosed ground floor area devoted to living purposes of no less than 1,200 square feet; except if said dwelling has multiple levels, the minimum living area of the first floor area may be reduced, provided that the total living area of the

multiple levels is not less than 1,500 square feet. Said minimum square footage standards are exclusive of basements, walk-out basements, porches, terraces and attached garages.

Section 5: Additional Criteria For Home Exterior: Tracts 2 - 19 and 26 Only. Unless otherwise approved by the Committee in writing, a home constructed on Tracts 2 - 19 and 26 must have no less than twenty-five percent (25%) of the exterior surface covered with appropriate masonry, stone, and/or dryvit® (or similar type of exterior insulated finish system), exclusive of fireplace chimneys. Roofing material on a home constructed on Tracts 2 - 19 and 26 must be no less than Timberline® asphalt brand or equivalent or greater weight and grade product, shake shingles, Woodruff® shingles (or equivalent brand), appropriate tile, or a roofing product otherwise approved by the Committee.

Section 6: Additional Criteria For Home Values: Tracts 2 - 9 Only. In addition to compliance with the minimum square footage and home exterior requirements for Tracts 2 - 9, the constructed value of homes built on Tracts 2 - 9 must be approved by the Committee. Homes with construction costs of less than \$250,000.00 (adjusted over time to reflect an increase, if any, in the cost of construction) excluding the cost of the land, shall presumptively not comply with the value criteria for Tracts 2 - 9. Furthermore, once four (4) or more homes have been constructed (or previously approved for construction) on Tracts 2 - 9 then the estimated completed value of any subsequently proposed homes (including the value of the land) must be no less than the average fair market value of the two least expensive previously constructed homes (or homes previously approved for construction) on Tracts 2 - 9. The Committee's determination of "fair market value" in regards to evaluation of the average fair market value of the two least expensive previously constructed homes shall be conclusive and binding on the interested party.

Section 7: Attached Garages. All dwellings on Tracts 2 - 19 and 26 shall have no less than a three (3) car attached garage or a house plan design for attached garage space equivalent in size of a 3 car garage. Conversely, All dwellings on Tracts 2 - 19 and 26 shall have no more than a five (5) car attached garage unless otherwise approved by the Committee.

All dwellings on the balance of the Tracts shall have no less than a two (2) car attached garage and, unless otherwise approved by the Committee, no more than a four (4) car attached garage.

Section 8: Location And Orientation Of Improvements/Minimum Building Setbacks. A site plan depicting the location and orientation of all proposed improvements must be submitted and approved by the Committee as provided for in Article IV hereinabove. The proposed location and orientation of improvements upon a particular Tract are important factors considered by the Committee taking into account, among other things, the topography of the particular Tract, the views from adjacent Tracts, and the desire to maintain a minimum degree of symmetry, harmony, and balance among all improvements situated within the Subject Property. Inasmuch as each Tract and the intention of each Owner for construction thereon presents a unique setting, each site plan shall be evaluated and approved by the Committee on a case by case basis rather than attempting to specify detailed requirements for the location and orientation of improvements herein. As a general rule, however, the following minimum criteria shall apply subject to the case by case evaluation by the Committee during the approval process:

With respect to proper orientation of a home upon a Tract, any home shall be situated upon a Tract so that the front elevation of the home, generally, faces the road from which the home is accessed. There are several Tracts which may be accessed from alternative roads. In such cases, the home may face either road subject to approval from the Committee taking into consideration, among other things, the orientation of homes in close proximity and the intent to maintain a minimum degree of symmetry, harmony, and balance among all improvements situated within the Subject Property.

With respect to the location of improvements upon a Tract, the following minimum setbacks shall be required in relation to front, rear, and side property lines: The minimum setbacks for the front of all Tracts shall be no less than ninety (90) feet. The minimum setbacks for the sides of all Tracts shall be no less than sixty (60) feet. The minimum setbacks for the rear of all Tracts (except for Tracts 2 - 9) shall be no less than ninety (90) feet. The minimum setbacks for the rear of Tracts 2 - 9 shall be no less than twenty (20) feet.

With the exception of fencing, in all cases the aforementioned setbacks shall pertain to any and all permanent improvements of any nature including, but not limited to, wells and septic systems. 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 applicable setbacks shall be computed from the exterior lot lines of said combined parcel.

Section 9: Outbuildings. No more than one (1) outbuilding/detached garage shall be permitted on any Tract. All outbuilding/detached garages are subject to the following requirements: For Tracts 2 - 9, the maximum size of any outbuilding/detached garage shall be 1200 square feet. For Tracts 10 - 26 and 28 - 35 and 38 - 46, the maximum size of any outbuilding/detached garage

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shall be 1600 square feet. For Tracts 36, 37 and 47 - 61, the maximum size of any outbuilding/detached garage shall be 2000 square feet. The maximum height of the side-walls and/or eaves of any outbuilding/detached garage shall be 12.00 feet. The roof pitch of any outbuilding/detached garage shall not exceed 4/12 unless otherwise approved by the Committee.

The distance and location of an outbuilding/detached garage in relation to the home must be approved by the Committee, the intent being that the respective improvements must be appropriately integrated. Construction of any outbuilding/detached garage may not precede but must be contemporaneous with, or subsequent to, the construction of the residence.

Any plan for an outbuilding/detached garage must be submitted and approved by the Committee as provided for in Article IV hereinabove. Engineered prefabricated metal buildings shall be permitted in these regards.

Section 10: Barns. For those Tracts upon which horses are permitted (as addressed in Article VII hereinafter) a small barn/stable facility may be permitted (in addition to an approved outbuilding/detached garage) on a case by case basis under the particular circumstances presented. As a general rule, the maximum size of any barn/stable facility shall be 900 square feet with side-walls and/or eaves a maximum height of 9.00 feet and with a roof pitch not to exceed 4/12. The size of a barn/stable facility on a particular Tract, however, may increase to the respective maximum size for an outbuilding/detached garage referred to hereinabove, with the understanding that no further outbuilding/detached garages may be built on that Tract thereafter. In any event, any plan for a barn/stable facility must be submitted and approved by the Committee as provided for in Article IV hereinabove.

Section 11: Private Driveways. All homes shall be accessed off of the adjacent public roadway by a private drive, the construction of which must be completed as soon as the new home becomes occupied. The surface of driveways which connect with Foxglove Drive only must be constructed with, at a minimum, a surface consisting of "Grading W" type base gravel or crushed granite at least three inches (3") in depth.

Section 12: Tract Approaches And Protection of Ground Cover. An approach for vehicular traffic onto a Tract must be installed at the commencement of any construction upon said Tract in order to protect the shoulders of the road. The approach must be built to county standards for Laramie County, Wyoming, in cooperation with the Laramie County Public Works. Owners shall direct all vehicular traffic, for construction purposes or otherwise, to enter and exit only upon said approach and to use one path leading to and from the construction site in order to protect and preserve the native ground cover.

Section 13: Utility Connections. All utility lateral and/or service extensions from the main line to the home and/or other improvements shall be underground.

Section 14: Fences. Privacy fencing and/or boundary fencing is allowed subject to Committee approval. Any and all boundary fencing to be constructed subsequent to the time of the filing of these covenants shall not include barb wire, sheep wire, or steel "T-posts."

Section 15: Maintenance of Homes and Improvements. All Owners shall maintain, or provide for the maintenance, of homes and improvements upon their Tract.

Section 16: Interior Access To Tracts. With the exception of Tract 57, all Tracts within the Subject Property shall be accessed off of the public roadways situated within the interior of the subdivision.

Section 17: Similarity In Housing. A proposed dwelling which has an exterior elevation appearance substantially similar to a dwelling already existing, under construction, or previously approved for construction may not be built in close proximity (as "close proximity" is determined by the Committee) to the dwelling already existing, under construction, or previously approved for construction.

ARTICLE VI: LANDSCAPING

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

A. Trees. Within two (2) years after the completion of construction of the primary residence, an Owner shall plant and maintain no less than ten (10) trees of any variety which have the following minimum height requirements: Any coniferous tree shall be no less than four (4) feet tall when planted and any deciduous tree shall be no less than eight (8) feet tall when planted. Nothing herein shall be construed to prohibit an Owner from planting any number of trees less than the minimum height requirements in addition to the required ten (10) trees which meet the

minimum height requirements. No unsightly shelter or wind protection for trees such as used tires shall be permitted.

B. Turf/Mowing. Soil immediately surrounding a homesite which has been disturbed during the construction phase, shall be reseeded with a native turf mix or other grass of Owner's choice within one (1) year after the completion of construction of the primary residence. Trees, shrubs, or other landscaping elements such as rocks, wood chips, bark and mulched or graveled materials are also acceptable. The seeding and/or sodding of a grass yard (for purposes of a groomed lawn), particularly in front of the main elevation of a home, is encouraged although not specifically required. If an Owner chooses to seed and/or sod a yard which necessitates irrigation, the maximum size of any said irrigated yard shall not exceed 9000 square feet and the use of drought resistant and/or low maintenance grass is encouraged.

Once a home is constructed, the Owner shall be responsible for ensuring that the front one-third of the Tract (which is not otherwise part of a regularly groomed yard) is mowed at least on an annual basis no later than July 1st.

ARTICLE VII: ANIMALS

Section 1: Domestic Pets. Commonly accepted domestic pets may be kept on all Tracts provided they are not maintained or kept for commercial purposes. All such domestic pets will be under the control of the Owner at all times and will not be allowed to run free off an Owner's Tract.

Section 2: Horses. Horses shall be permitted on particular Tracts as follows:

With respect to Tracts 15 - 18, 22 - 24, 29, 31 - 36, 38, 40, 41, 43, 44, 48, 50, 51, 54 - 56, 57, 59, 60 and 61, no more than two (2) horses may be kept for recreational purposes for each such Tract owned. With respect to Tracts 37, 42, 45 - 47, 49, 52, 53 and 58 no more than three (3) horses may be kept for recreational purposes on each Tract. The maximum number of horses per Tract may be exceeded by one (1) horse only in the event of the birth of an offspring, however, this exception shall expire after one hundred and eighty (180) days. With respect to all Tracts upon which horses are permitted, any said horses must be confined to the rear two-thirds of such Tracts. In any case where an Owner elects to have horses upon the Tracts permitted, adequate barn/stable facilities and adequate non-grazing feeding arrangements must first be demonstrated and approved by the Committee. The boarding of horses not belonging to the Owner of the Tract is prohibited. The operation of commercial riding stables and/or arenas is prohibited. Approved barns/stables and/or corrals shall be maintained in compliance with all lawful sanitary regulations. Riding arenas which necessitate the tilling of the soil for the arena bed are, generally, discouraged and shall only be permitted on a very limited case by case basis depending upon, among other things, the size of the proposed area to be tilled and the location of the particular Tract. Under no circumstances shall extreme and/or severe grazing be permitted.

With respect to all Tracts upon which horses are permitted, no other farm animals - such as cows, sheep, chickens, swine, and the like - shall be permitted except that this covenant will not prohibit 4-H, FFA, or similar non-commercial projects limited in scope subject to written approval of the Architectural Control Committee.

ARTICLE VIII: GENERAL PROVISIONS

Section 1: Enforcement And Remedies. These covenants, conditions and restrictions may be enforced by any legal or equitable Owner(s) or by the Committee or the 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 the reasonable attorney's fees incurred by the Owner(s), Committee, 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.

Although it is a right, 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 a violation of the covenants by another Owner.

Section 2: Duration and Amendment. The covenants and restrictions of this Declaration of Protective Covenants shall run with and bind the Subject Property for a term of twenty (20) years from the date this Declaration of Protective Covenants is recorded in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming, after which time they shall be automatically

extended for successive periods of ten (10) years each unless terminated at the end of any such period by written vote of two-thirds (2/3) or more of the then record Owners.

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

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

Whenever a vote of the Owners is required in this Declaration of Protective 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 a husband and wife, etc.) shall collectively be entitled to one (1) vote per Tract.

Section 3: Benefits and Burdens. The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarants and 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 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 in full 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: Variations. Variations to any of the covenants contained herein may be granted by the Committee as appropriate in special cases and circumstances, at the sole discretion of the Committee, on an extremely limited case by case basis. Any and all variations 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 take any action whatsoever against Meadowlark Estates LLC, members of Meadowlark Estates LLC, the Committee or its designated representative, or Declarants, or any of their respective successors or assigns, and neither shall any of the aforementioned be liable to any Owner 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 29th day of November, 1997.

MEADOWLARK ESTATES LLC

[Signature]
By: Edward F. Murray, III, Member

[Signature]
By: Catherine M. Murray, Member

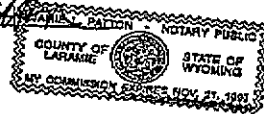
STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing "Declaration of Protective Covenants for Meadowlark Estates" was acknowledged before me by Edward F. Murray, III and Catherine M. Murray, members of Meadowlark Estates LLC, this 29th day of November, 1997.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission expires: Nov 21, 1999



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Addendum A
to the
DECLARATION OF PROTECTIVE COVENANTS
FOR
MEADOWLARK ESTATES

The southern portions of Tracts 3 through 9, Meadowlark Estates, excluded from this Declaration of Protective Covenants are described more particularly to-wit:

A) **EXCEPT** the following portion of Tract 3, Meadowlark Estates:

Beginning at the southwesterly corner of said Tract 3; thence N.21°09'37"E., along the westerly line of said Tract 3, a distance of 313.85 feet; thence S.60°00'11"E., a distance of 343.29 feet to the easterly line of said Tract 3; thence S.22°34'21"W., along said easterly line, a distance of 131.74 feet to the southeasterly corner of said Tract 3; thence N.89°44'56"W., along the south line of said Tract 3, a distance of 361.77 feet to the point of beginning.

B) **EXCEPT** the following portion of Tract 4, Meadowlark Estates:

Beginning at the southwesterly corner of said Tract 4; thence N.21°09'37"E., along the westerly line of said Tract 4, a distance of 313.20 feet; thence S.89°51'31"E., a distance of 318.12 feet to the easterly line of said Tract 4; thence S.21°09'37"W., along said easterly line, a distance of 313.85 feet to the southeasterly corner of said Tract 4; thence N.89°44'56"W., along the south line of said Tract 4, a distance of 317.89 feet to the point of beginning.

C) **EXCEPT** the following portion of Tract 5, Meadowlark Estates:

Beginning at the southwesterly corner of said Tract 5; thence N.22°21'15"E., along the westerly line of said Tract 5, a distance of 315.13 feet; thence S.89°51'31"E., a distance of 312.24 feet to the easterly line of said Tract 5; thence S.21°09'37"W., along said easterly line, a distance of 313.20 feet to the southeasterly corner of said Tract 5; thence N.89°44'56"W., along the south line of said Tract 5, a distance of 319.04 feet to the point of beginning.

D) **EXCEPT** the following portion of Tract 6, Meadowlark Estates:

Beginning at the southwesterly corner of said Tract 6; thence N.22°17'22"E., along the westerly line of said Tract 6, a distance of 346.65 feet; thence S.56°13'13"E., a distance of 303.77 feet to the easterly line of said Tract 6; thence S.22°21'15"W., along said easterly line, a distance of 315.13 feet to the southeasterly corner of said Tract 6; thence N.89°44'56"W., along the south line of said Tract 6, a distance of 29.73 feet; thence N.59°14'41"W., along the southerly line of said Tract 6, a distance of 272.74 feet to the point of beginning.

E) **EXCEPT** the following portion of Tract 7, Meadowlark Estates:

Beginning at the southwesterly corner of said Tract 7; thence N.26°55'08"E., along the westerly line of said Tract 7, a distance of 359.25 feet; thence S.56°13'13"E., a distance of 295.29 feet to the easterly line of said Tract 7; thence S.22°17'22"W., along said easterly line, a distance of 346.65 feet to the southeasterly corner of said Tract 7; thence N.59°14'41"W., along the southerly line of said Tract 7, a distance of 321.87 feet to the point of beginning.

F) **EXCEPT** the following portion of Tract 8, Meadowlark Estates:

Beginning at the southwesterly corner of said Tract 8; thence N.25°10'54"E., along the westerly line of said Tract 8, a distance of 373.53 feet; thence S.56°13'13"E., a distance of 252.17 feet to the easterly line of said Tract 8; thence S.26°55'08"W., along said easterly line, a distance of 359.25 feet to the southeasterly corner of said Tract 8; thence N.59°14'41"W., along the southerly line of said Tract 8, a distance of 239.57 feet to the point of beginning.

G) **EXCEPT** the following portion of Tract 9, Meadowlark Estates:

Beginning at the most southerly corner of said Tract 9; thence N.00°26'28"E., along the westerly line of said Tract 9, a distance of 442.07 feet; thence S.56°13'13"E., a distance of 187.12 feet to the easterly line of said Tract 9; thence S.25°10'54"W., along said easterly line, a distance of 373.53 feet to the most southerly corner of said Tract 9 being the point of beginning.

NOTE: This Declaration of Protective Covenants also does not extend or apply to Tracts 1, 27, and 62, Meadowlark Estates.