

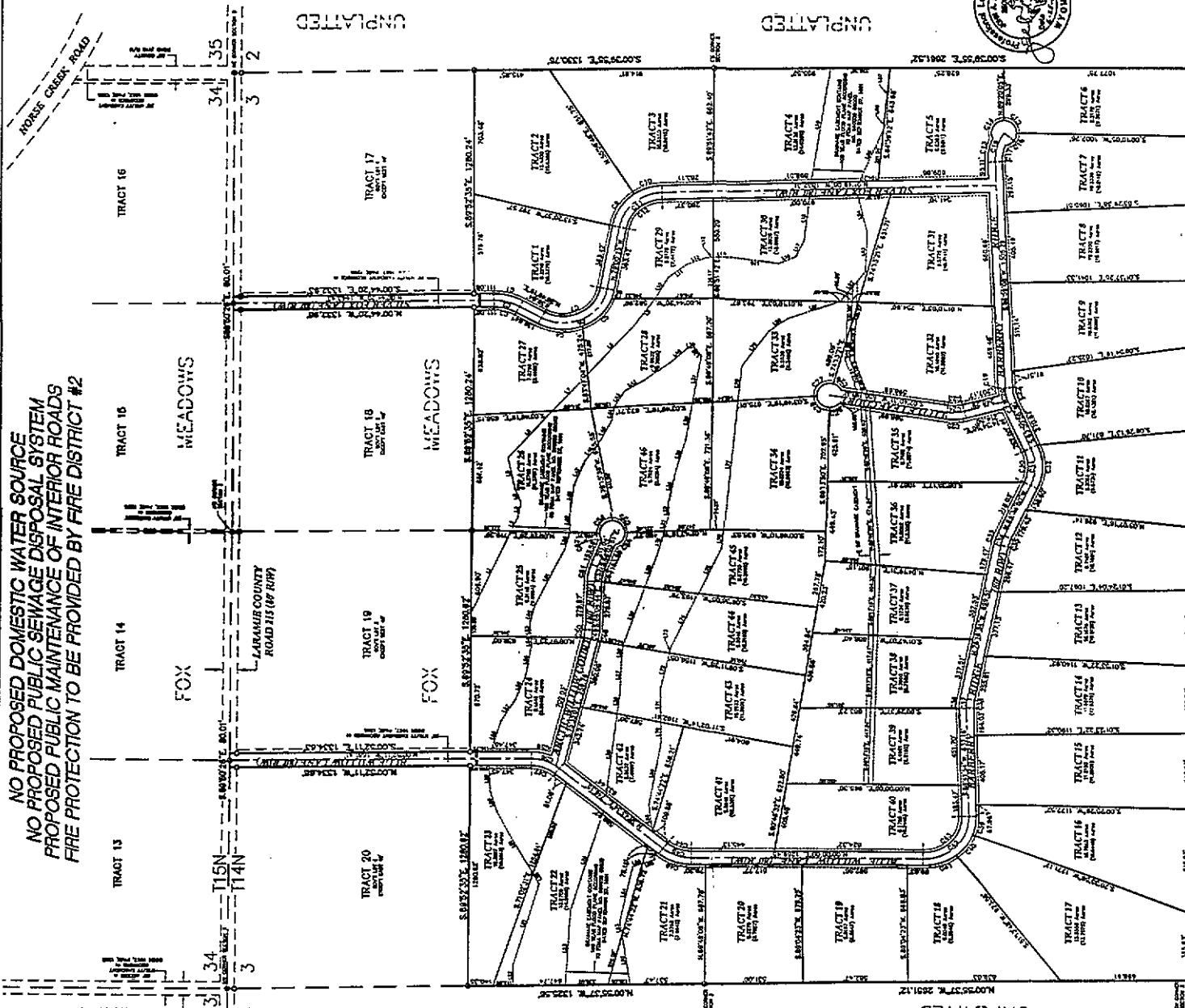


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**NO PROPOSED DOMESTIC WATER SOURCE
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM
PROPOSED PUBLIC MAINTENANCE OF INTERIOR ROADS
FIRE PROTECTION TO BE PROVIDED BY FIRE DISTRICT #2**



DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT Silver Sage Developers, Inc., a Wyoming Corporation, has this day dedicated to the public the portion of Section 34, Township 14N, Range 114W, Laramie County, Wyoming, more particularly described as follows:

The South 1/2 (S1/2) of the South 1/4 (S1/4) of the West 40 (W40) of Government Lot 3 and the East 40 (E40) of Government Lot 4, containing 487,487 more or less.

It is covered by the acreage, platted and known as SILVER SAGE SUBDIVISION, as shown on the plat of said subdivision, filed for record and do hereby declare the dedication of said land to the public for the use of the public for the purpose of the roads and grant the easements for the purposes indicated hereon.

Silver Sage Developers, Inc., a Wyoming Corporation

 Secretary/Treasurer

ACKNOWLEDGMENT

STATE OF WYOMING)
 COUNTY OF LARAMIE)

I, the undersigned, being the duly qualified and legal owner of the above described premises, do hereby certify that the above described premises are being dedicated to the public for the use of the public for the purpose of the roads and grant the easements for the purposes indicated hereon.

 Secretary/Treasurer

APPROVALS

Approved by the City of Laramie, Wyoming Planning Commission on this _____ day of _____, 2001.

 City Engineer

Approved by the Board of County Commissioners of Laramie County, Wyoming on this _____ day of _____, 2001.

 County Commissioner

NOTES

- 1) Each of the tracts shown on this plat is established by GPS (Global Positioning System) measurements.
- 2) () denotes acreage including one half of adjacent right-of-way.
- 3) The plat is to be obtained from Wyoming State Engineers Office, Cheyenne, Wyoming.
- 4) Specific permits to be obtained from the City - County Health Department, Cheyenne, Wyoming.
- 5) Utility and Drainage Easements are 15' wide on front and rear and 10' wide on side and end.
- 6) All tract corners monumented with a 1 1/2" x 2" aluminum cap stamped "SSS PLS 2000".

CERTIFICATE OF SURVEYOR

I, _____, State Registered Professional Land Surveyor, No. _____, State of Wyoming, hereby certify that the plat of SILVER SAGE SUBDIVISION was prepared from official plats and records of record and from notes of a field survey conducted by me or under my supervision and that the same are correct and that this plat correctly represents said survey of the land depicted hereon to the best of my knowledge.

 Surveyor

SILVER SAGE ESTATES

SITUATED IN THE SW 1/4, WEST 40' OF GOVT LOT 1, EAST 40' OF GOVT LOT 2, WEST 40' OF GOVT LOT 3 AND THE EAST 40' OF GOVT LOT 4, ALL IN SECTION 3, T14N, R68W, OF THE 6TH P.M., LARAMIE COUNTY, WYOMING.

PREPARED NOVEMBER, 2002

STEEL SURVEYING SERVICES, LLC
 PROFESSIONAL LAND SURVEYORS
 1001 WEST 19TH STREET P.O. BOX 2703

DRAINAGE EASEMENT TABLE

TRACT	AREA (AC)	TYPE
TRACT 12	1.00	15' SIDE
TRACT 13	1.00	15' SIDE
TRACT 14	1.00	15' SIDE
TRACT 15	1.00	15' SIDE
TRACT 16	1.00	15' SIDE
TRACT 17	1.00	15' SIDE
TRACT 18	1.00	15' SIDE
TRACT 19	1.00	15' SIDE
TRACT 20	1.00	15' SIDE
TRACT 21	1.00	15' SIDE
TRACT 22	1.00	15' SIDE
TRACT 23	1.00	15' SIDE
TRACT 24	1.00	15' SIDE
TRACT 25	1.00	15' SIDE
TRACT 26	1.00	15' SIDE
TRACT 27	1.00	15' SIDE
TRACT 28	1.00	15' SIDE
TRACT 29	1.00	15' SIDE
TRACT 30	1.00	15' SIDE
TRACT 31	1.00	15' SIDE
TRACT 32	1.00	15' SIDE
TRACT 33	1.00	15' SIDE
TRACT 34	1.00	15' SIDE
TRACT 35	1.00	15' SIDE
TRACT 37	1.00	15' SIDE
TRACT 38	1.00	15' SIDE
TRACT 39	1.00	15' SIDE
TRACT 40	1.00	15' SIDE

LEGEND

- SETBACK LINE WITH 15' ALUMINUM CAP
- FOUND 15' ALUMINUM CAP STAMPED "PLS 02"
- FOUND 15' ALUMINUM CAP STAMPED WITH "15" ALUMINUM CAP
- FOUND 15' ALUMINUM CAP STAMPED "PLS 02"
- FOUND 15' ALUMINUM CAP STAMPED "PLS 02"
- FOUND 15' ALUMINUM CAP STAMPED "PLS 02"

VICINITY MAP

UNPLATTED

Scale 1" = 300'

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

SILVER SAGE DEVELOPERS, INC.
To
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS
FOR
SILVER SAGE ESTATES

KNOW ALL PERSONS BY THESE PRESENTS that SILVER SAGE DEVELOPERS, INC., a corporation 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 SILVER SAGE 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 property, for the purpose of preserving and enhancing the value, desirability, and attractiveness of the Silver Sage Estates subdivision.

Section 2: SCOPE. This Declaration of Protective Covenants applies to all of Tracts 1 through 46, Silver Sage Estates, a subdivision situated in the S1/2, S1/2N1/2, West 40-feet of Government Lot 1, East 40-feet of Government Lot 2, West 40-feet of Government Lot 3, and the East 40-feet of Government Lot 4, all in Section 3, T.14N., R.68W., 6th P.M., Laramie County, Wyoming.

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: "Declarant" shall mean the present owner (Silver Sage Developers, Inc.) 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) hereunder) 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: "Subdivision" shall mean and refer to all of the real property within Silver Sage Estates subject to this Declaration of Protective Covenants (as described above in Article I, Section 2).

ARTICLE III: USES AND RESTRICTIONS

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

Section 2: Nuisances: No noxious or offensive activities constituting a nuisance shall be permitted on any Tract within the Subdivision. For purpose of this

section, a "nuisance" shall be construed in light of case law precedent for the State of Wyoming. Notwithstanding the aforementioned, for purposes of this section the following activities upon any Tract shall be deemed a nuisance per se: discharging fireworks, discharging firearms and/or hunting; operating all-terrain vehicles (ATVs) or other off road recreational vehicles within the Subdivision (except upon the public roadways if properly licensed and observing all traffic laws or upon the Tract owned by the owner of the vehicle for very limited times and purposes so as not to disturb the serenity of the area and/or leave tracts on the native turf).

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 Subdivision.

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

In addition to, and notwithstanding anything in applicable zoning regulations to the contrary, all home occupation uses within the Subdivision shall be in compliance with the following restrictions:

- (A) There shall be no offensive noises, vibrations, smoke, dust, odors, heat, or glare noticeable at or beyond the property line.
- (B) No storage or display of business materials, goods, supplies, equipment, tractors and/or other heavy equipment shall be visible from the outside of any structure located on the property.
- (C) There shall be only incidental sales of stocks, supplies, or products to customers and/or clients on the premises; however, catalogue, postal and/or telephone sales are permitted. Retail trade or any other business activity involving customer traffic on a non-incidental basis is prohibited.
- (D) Employees working on the site of the home occupation shall only be bonafide and full-time residents of the home dwelling, which is situated on the Tract.
- (E) Notwithstanding anything hereinabove to the contrary, the following business shall not be allowed as home occupations upon any Tract within the Subdivision:
 - a. 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. This exclusion is not intended to prohibit an Owner from working on his/her own personal vehicle(s) -- including maintenance, repair, refurbishing, rebuilding -- as long as such activity is within a completely enclosed garage or outbuilding which completely screens the sight and sound of the activity from adjoining property.

- b. Massage Parlors/Technicians.
- c. Any other home occupation which is determined as noxious, offensive, or annoying by the written vote of no less than seventy-five percent (75%) of the then record Owners of the Tracts within the Subdivision.

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. A Tract Owner bears the responsibility to insure at all times that no trash, debris, or material of any kind will 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, be parked in garages and/or approved outbuildings, however, the outdoor parking of no more than (2) of said types of vehicles shall be permissible provided said vehicles are situated away from the general view of adjacent landowners and away from the roadway side of any house. Unlicensed, unused, stripped down, partially wrecked, immobile or inoperative vehicles must be parked within a garage or outbuilding. Truck-tractors and/or semi-trailers and/or commercial two-axle vehicles that are twenty (20) feet in length or greater are not permitted to park anywhere in the Subdivision.

Section 8: Mobile Homes and Relocated Homes Prohibited: 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.

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 temporarily or permanently.

Section 10: Signs: All Tracts shall a post at the end of the driveway with an address number of said Tract. Otherwise, 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 Silver Sage Estates; (2) One sign of not more than five square feet advertising the property for sale or for rent; (3) Signs of no more than 32 square feet used by a builder to advertise the property during the construction period only.

Section 11: Single Family Home sites/Further Division Restrictions: 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 Subdivision may be further divided into smaller Tracts.

Section 12: Antennas and Satellite Dishes: No more than one (1) television antenna (and/or a specialty antenna utilized for purpose other than television) is 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 of a home, is acceptable without prior committee approval. Multiple satellite dishes, or satellite dishes that are greater than two feet (2') in diameter, may be allowed provided the location(s) of the same are approved in writing by the Committee prior to installation.

ARTICLE IV: ARCHITECTURAL CONTROL

Section 1: Architectural Control Committee: An Architectural Control Committee for the Subdivision is hereby constituted. The Committee shall consist of two (2) members. The initial Committee shall consist of James M. Frauendienst, President and Rachel Frauendienst, Secretary-Treasurer, of Silver Sage Developers, Inc. executing this Declaration of Protective Covenants. All notices to the Committee required herein shall be sent to:

Architectural Control Committee – Silver Sage Estates
c/o Silver Sage Developers, Inc.
1740H Dell Range Blvd. #423
Cheyenne, WY 82009

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

The approval or consent of the Committee or its representative on matters properly coming before it shall be conclusive and binding on all interested persons. Any approval or permission granted by the Committee shall not be construed to constitute 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 or outbuilding shall be constructed or erected on any Tract within the Subdivision 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 outbuilding, the Owner must submit the following data to the Committee:

- a. A plan for the proposed home or outbuilding 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, 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 outbuilding in relation to the topography, the roads, and the adjacent Tracts; and conformity and harmony of the proposed home or outbuilding and/or the use of Tract with the intent and spirit of all provisions in the 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 representatives 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 representatives with respect to any submission made pursuant to this Article.

Section 5: Renovations: No substantial alteration or renovation of the exterior of any home or outbuilding situated on 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 the Committee has approved plans for construction, it is expected that construction shall commence within six (6) months from the date of approval. If construction has not commenced within six (6) months from the date of approval, said approval shall be deemed expired and the submission and approval process will have to be reinitiated. Once construction 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 the Committee establishes a longer period at the time of the approval of the construction plans.

ARTICLE V: STANDARDS RELATING TO IMPROVEMENTS

Section 1: General: The following standards create a minimum code of uniformity for the construction of homes and/or outbuildings within the Subdivision.

Section 2: Minimum Square Footage: The principal dwelling on any Tract must have a minimum fully enclosed ground floor area devoted to living purposes of no less than fourteen-hundred (1400) 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 eighteen-hundred (1800) square feet. Said minimum square footage standards are exclusive of basements, walkout basements, porches, terraces, and attached garages.

Section 3: Additional Criteria For Home Exterior: Unless otherwise approved by the Committee in writing, a home constructed on any Tract must have no less than five percent (5%) of the exterior surface covered with appropriate masonry, stone, and/or dry vit® (or similar type of exterior insulated finish system), exclusive of fireplace chimneys. Roofing materials must be approved by the Committee and may include "T-lock" and/or laminated asphalt shingles with minimum twenty-five (25) year manufacturer warranty, shake shingles, Woodruff® shingles (or equivalent brand), tile, or other roofing products approved by the Committee.

Section 4: Attached Garages: All dwellings on any Tract shall have no less than a two (2) car attached garage or a house plan design for attached garage space equivalent in size of a two (2) car garage.

Section 5: Location And Orientation Of Improvements/Minimum Building Setbacks. A site plan depicting the location and orientation of all proposed improvements must be submitted and approved by the Committee as provided for in Article 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, and the desire to maintain a minimum degree of symmetry, harmony, and balance among all improvements situated within the Subdivision. Inasmuch as each Tract and the intention of each Owner for construction thereon presents a unique setting, each site plan shall be

evaluated and approved by the Committee on a case-by-case basis rather than attempting to specify detailed requirements for the location and orientation of improvements herein. As a general rule, however, the following minimum criteria shall apply subject to the case-by-case evaluation by the Committee during the approval process:

With respect to proper orientation of a home upon a Tract, any home shall, unless otherwise approved by the Committee, be situated upon a Tract so that the front elevation of the home, generally, faces the road from which the home is accessed. There are several Tracts, which may be accessed from alternative roads. In such case, 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 Subdivision. Additionally, the Committee may consider the topography of a Tract, which merits the orientation of a home in a manner other than prescribed in this paragraph.

With respect to the location of improvements upon a Tract, the following minimum setbacks shall be required in relation to front, rear, and side property lines unless otherwise approved in writing by the Committee: The minimum setbacks for the front of all Tracts shall be no less than ninety (90) feet. The minimum setbacks for the sides of all Tracts shall be no less than fifty (50) feet. The minimum setbacks for the rear of all Tracts shall be no less than ninety (90) 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 home site, 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 6: Outbuildings: No more than one (1) outbuilding (not including barns) shall be permitted on any Tract. Unless otherwise approved by the Committee in writing, the maximum size of any outbuilding shall be sixteen hundred (1600) square feet and the maximum height of the sidewalls and/or eaves of any outbuilding shall be fourteen (14) feet.

The Committee must approve the distance and location of an outbuilding, in relation to the home and other improvements, the intent being that the respective improvements must be appropriately integrated. Construction of any outbuilding shall not precede, but may be contemporaneous with, or subsequent to, the construction of residence. In any event, no outbuilding may be utilized until the residence is complete and occupied.

Any plan for an outbuilding must be submitted and approved by the Committee as provided for in Article IV hereinabove. The additional criteria for home exteriors (in Section 3 above) do not apply with respect to outbuildings. Engineered prefabricated metal buildings shall be permitted subject to approval by the Committee.

Section 7: Barns: In addition to an outbuilding as provided for in the preceding section, one (1) barn/stable facility shall be permitted on any Tract. Unless otherwise approved by the Committee in writing, the maximum size of any barn/stable facility shall not exceed thirty-two hundred (3200) square feet and the maximum height of the side-walls and/or eaves of any stable/barn facility shall not exceed fourteen (14) feet.

The Committee must approve the distance and location of any barn/stable facility in relation to the home and other improvements, the intent being that the respective improvements must be appropriately integrated. Construction of any barn/stable facility shall not precede, but may be contemporaneous with, or subsequent to, the construction of the residence. In any event, no barn/stable facility may be utilized until the residence is complete and occupied.

Any plan for a barn/stable facility must be submitted and approved by the Committee as provided for in Article IV hereinabove. The additional criteria for home exteriors (in Section 3 above) do not apply with respect to outbuildings. Engineered prefabricated metal buildings shall be permitted subject to approval by the Committee.

Section 8: 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 and the natural turf. 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 9: Utility Connections: All utility lateral and/or service extensions from the main line to the home and/or other improvements shall be underground.

Section 10: 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 filing of these Covenants shall not include "T-posts" unless approved by the Committee. Owner must keep fencing in state of good repair and must promptly remove any accumulation of trash and/or debris against the same. Any snow and/or wind fencing shall be utilized on a seasonal basis only and shall be erected before October 1st, and shall be removed by June 1st, of any calendar year.

Section 11: Maintenance of Homes, Improvements, and Tracts: All Owners shall maintain or provide for the maintenance of homes and improvements upon their Tract. Tracts shall be kept free from noxious weeds, which, in the reasonable opinion of the Committee, constitute a nuisance or are likely to spread to neighboring property.

Section 12: 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.

Section 13: Outside Flood/Area Lights: Unless otherwise approved by the Committee, no more than one (1) freestanding light pole for automatic all-night flood/area lighting, of the type available through the local utility company, is acceptable on any Tract. This paragraph is not intended to otherwise prohibit other exterior lighting incidental and/or attached to homes, outbuildings, or barns.

Section 14: Rebuilding or Restoration: If any residence or other improvement is destroyed in whole or in part by fire, windstorm, or from some other cause, it must be rebuilt or all debris must be removed and the Tract restored to a slightly condition. Any such rebuilding or restoration must be commenced within three (3) months after the damage or destruction occurs and, thereafter, diligently pursued to completion within a reasonable time -- not to exceed one (1) year after the date of damage occurred unless a longer period is otherwise approved by the Committee due to unusual circumstances.

ARTICLE VI: LANDSCAPING

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

A. Trees: Within two (2) years after the completion of construction of the primary residence, and 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 or as otherwise determined by the Committee shall be permitted. Any dead trees shall be removed from the premises.

B. Turf/Yards: Soil immediately surrounding a home site which has been disturbed during the construction phase shall be reseeded with a native turf mix or other grass 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, mulched, and graveled materials are also accepted. The seeding and/or sodding of grass yard (for purposes of a groomed lawn), particularly in front of the main elevation of a home, are encouraged although not specifically required. The use of a drought resistant and/or low maintenance grass is encouraged. If an Owner chooses to seed and/or sod a yard, which necessitates sprinkler irrigation, the maximum size of any yard under irrigation shall not exceed twelve thousand (12,000) square feet. Drip irrigation systems for trees and/or shrubbery are permitted without restriction.

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. No animal of any kind shall be permitted which in the opinion of the Committee makes an unreasonable amount of noise or odor or which is a nuisance.

Section 2: Horses or Llamas: Horses and/or Llamas shall be permitted on all Tracts within the Subdivision subject to the following conditions and requirements herein. No more than a total of four (4) horses and/or llamas, collectively, may be kept for recreational purposes on each Tract. The maximum number of horse and/or llamas per Tract may be exceeded by one (1) horse and/or llama only in the event of the birth of an offspring, however, this exception shall expire after one-hundred and eighty (180) days. In any case where an Owner elects to have horses and/or llamas upon the Tracts permitted, adequate barn/stable facilities and adequate non-grazing feeding arrangements must first be demonstrated and approved by the Committee. Under no circumstances shall extreme and/or severe grazing be permitted. 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 that necessitate the tilling of the soil for the arena bed must be approved by the Committee and shall be evaluated in terms of the size of the proposed area to be tilled and the location of the particular Tract.

Section 3: Other Farm Animals: As a general proposition, other farm animals such as cows, sheep, chickens, swine, and the like shall not be permitted on a permanent basis. This covenant is not intended to prohibit 4-H, FFA, or other similar non-commercial projects limited in scope and duration subject to written approval of the Architectural Control Committee.

Section 4: Other Animals: Other animals not referred to in Sections 1, 2, or 3 of this Article may be allowed, on a case-by-case basis, subject to Committee approval.

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 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), 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 Committee or Declarant to prosecute violations of these Covenants on behalf of any Owner(s). Under no circumstances shall an Owner bring any claim, demand, or action against the Committee or Declarant relating in any way to a violation of the Covenants by another Owner.

Section 2: Duration and Amendment: The Covenants and restrictions of this Declaration of Protective Covenants shall run with and bind the Subdivision 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 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 Clerk and Recorder of Laramie County, State of 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 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 Declarant and the 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 this Declaration of Protective Covenants by judgment of Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

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

Section 6: Development and Adjacent Property: Silver Sage Estates is situated adjacent to property to the north and to the east which may be rezoned, subdivided, and developed in the future. No expectations are given to Owners that said privately owned property to the north and east shall remain in its open and vacant state. Owners of Tracts within the Silver Sage Estates acknowledge the right of owner(s) of said adjacent land to rezone, subdivide, and develop the same.

Section 7: No Liability: Neither Declarant, the Architectural Control Committee, Silver Sage Developers, Inc., James M. Frauendienst, Rachel M. Frauendienst, or any successors or assigns of the aforementioned shall be liable for damages or otherwise liable to anyone or to any Owner by reason of mistake in judgment, negligence, nonfeasance, or for any act or omission whatsoever arising out of or in any way related to any of the covenants or provisions in this "Declaration of Protective Covenants" in its entirety including, but not limited to, the approval, disapproval, or failure to approve any plans, specifications, or variance.

