First American Title™

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

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

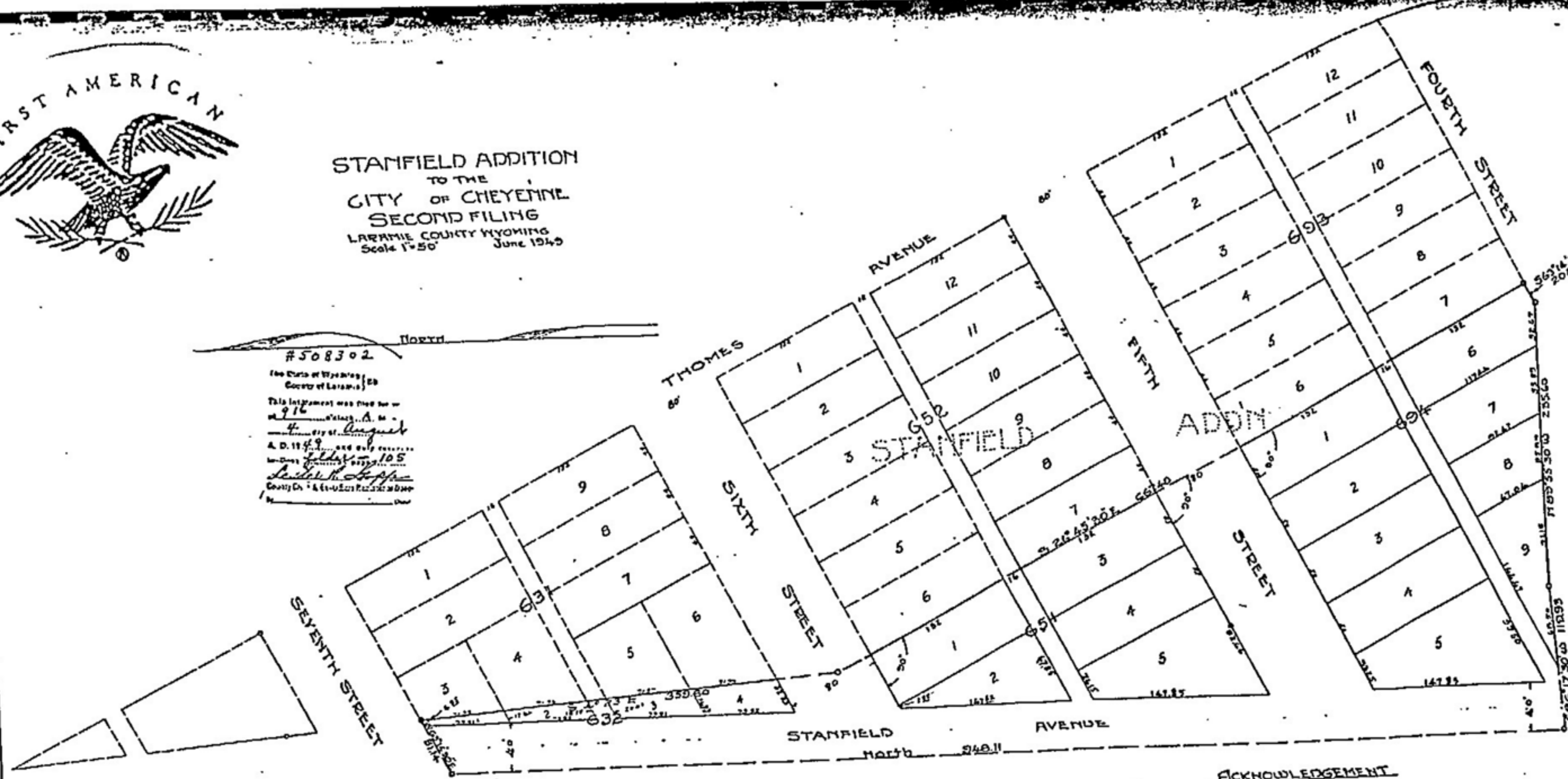
245 Storey Boulevard
Cheyenne, WY 82009
307-635-1181

STANFIELD ADDITION TO THE CITY OF CHEYENNE SECOND FILING

LARAMIE COUNTY WYOMING
Scale 1"=50'   June 1949

#508302

The State of Wyoming, County of Laramie } ss
This instrument was filed for record at 9 15 o'clock A. M. 4 day of August A. D. 1949 and duly recorded in Book Plats Page 105
County Clerk



ENGINEER'S CERTIFICATE

State of Wyoming }
County of Laramie } ss
I T.H. Baldwin of Cheyenne, Wyoming, hereby certify that this plat of Stanfield Addition, 2nd Filing, was made from notes taken during an actual survey made under my direction in May 1949 and that it correctly represents the lots blocks, streets and alleys as marked on the ground by stakes set at all lot corners. And I further certify that the land embraced in this subdivision, as shown on this plat is all that portion of Lot 1 and the NE¼ of the SE¼ Section 6, T13N, R66W, 6th P.M. as is more particularly described as follows: Beginning at a point on the south line of the NE¼ SE¼ said Sec. 6 a distance of 1360.41 ft. west of the SE corner of said NE¼ SE¼; thence North a distance of 948.11 ft. to a point on the south line of 7th Street, extended in the City of Cheyenne; thence N63°16'35"E, along the south line of 7th Street, a distance of 51.14 ft. to a point; thence S4°23'E a distance of 359.80 ft. to a point; thence S26°45'30"E, parallel to the west line of Thomes Ave., a distance of 667.40 ft. to a point on the north line of 4th St.; thence S63°14'30"W, along the North line of 4th St. a distance of 20.85 ft. to a point; thence N89°55'35"W a distance of 233.60 ft to a point; thence S16°17'30"W a distance of 119.93 ft. to the point of beginning. All in Lot 1 and NE¼ SE¼ Sec 6, T13N, R66W, 6th P.M. and containing 3⅗ Acres, more or less.
Wyoming Reg. #19

T.H. Baldwin
Engineer

DEDICATION

Know all men by these presents, that I, Oscar C. Stanfield, owner in fee simple of the lands embraced in the within plat and description of Stanfield Addition to the City of Cheyenne, 2nd Filing, do hereby declare this subdivision of the within described lands to be my voluntary act and deed and in accordance with my desires and do hereby dedicate to the use of the public forever all of the streets and alleys shown thereon.

Dated June 1st 1949
Witness [signature]
Oscar C. Stanfield
Owner

CITY OF CHEYENNE

APPROVAL

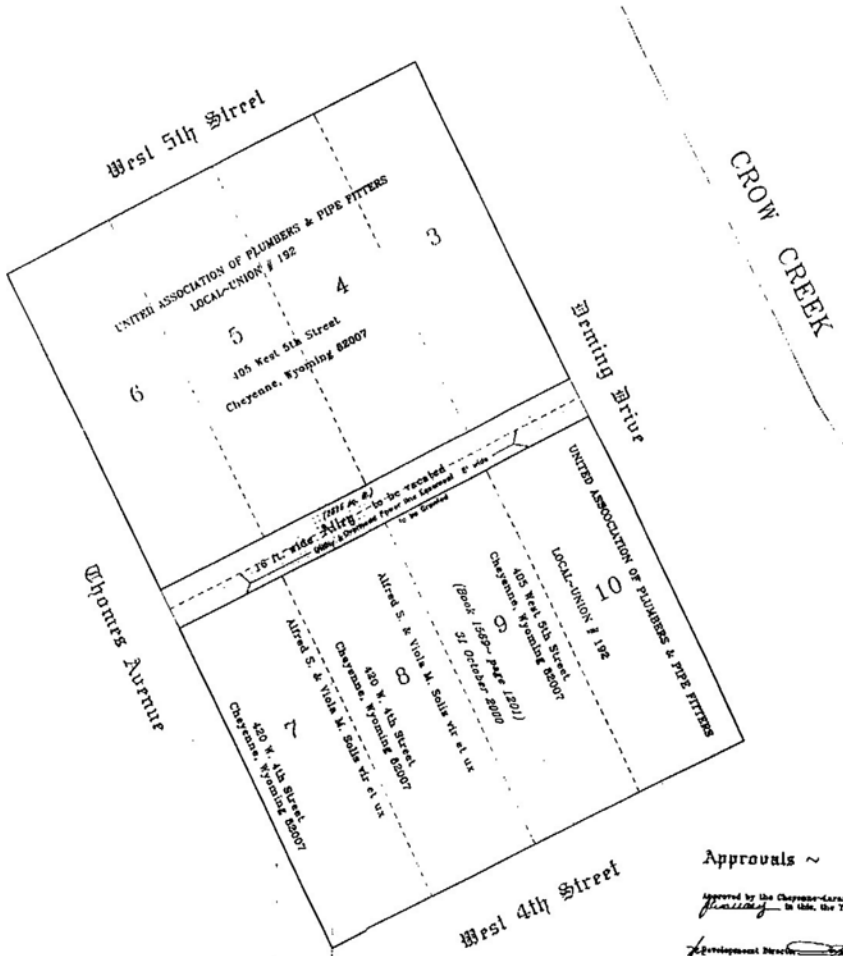
Approved by resolution of the City Commission of the City of Cheyenne this 22nd day of July A.D. 1949
Attest [signature] City Clerk
Leo G. Waters
Mayor

ACKNOWLEDGEMENT

State of Wyoming }
County of Laramie } ss
I hereby certify that on this 1st day of June A.D. 1949, before me the undersigned a Notary Public in and for the State of Wyoming, personally appeared Oscar C. Stanfield, to me known to be the individual described in and who executed the within and foregoing dedication and acknowledged said instrument to be his voluntary act and deed and for the purpose therein mentioned.
In witness whereof I have hereunto set my hand and affixed the seal of my office the day and year first above written.
My commission expires October 19 1950.
[signature]
Notary Public

APPROVAL

Approved by resolution of the Board of County Commissioners of Laramie County Wyoming this 1 day of Aug. A.D. 1949
Attest [signature] Clerk
R. L. Anderson
Chairman



Vicinity Map & Control Diagram

Certificate of Surveyor~

State of Wyoming }
County of Laramie } ss

I, Larry T. Perry L.S., a Registered Professional Land Surveyor in the State of Wyoming, do hereby certify that this map of the vacation site showing the alley to be vacated was drawn from the maps of record in the Laramie County Clerk and Ex Officio Registrar of deeds and other city and county offices, and does portray the lands and area to be vacated and is correct to the best of my knowledge and belief.

Larry T. Perry L.S.
Wyoming Reg. No. LS 3047
Oct 2000

Conversions

From International System of Units (SI) to American Standard

One Foot = 0.30480 Meter

One Acre = 0.4047 Hectares

Note: With the approval of Public Law 94-185 as signed into Law in 1975, the Metric Conversion is equated as One Foot = 1200/3937 Meter

SCALE 1" = 20

Filing Record

Reception 299953 (attached)
The State of Wyoming }
County of Laramie }
This instrument was filed for record
at 3:52 o'clock P M on the
29th day of Feb
A.D. 2001 and duly recorded in
book 1580 on page 200-201
P/C 7 of 174
Debra K. Kaltenberg
County Clerk & Ex-Officio Registrar of Deeds
J. P. Walker Deputy

Approvals ~

Approved by the Cheyenne-Laramie County Regional Planning Commission on this 2nd day of the month of February in this, the Year of Our LORD Two Thousand and One.

Development Director

Approved by the City Council of the City of Cheyenne, Wyoming on this 12th day of the month of February in this, the Year of Our LORD Two Thousand and One.

Attest Carol A. Intlekofer
City Clerk

Jack R. Spiker
Mayor

VACATION
of
Alley
Block 692
Stanfield Addition
Cheyenne, Wyoming

Terrestrial Surveying & Mapping Co.
1127 Terry Ranch Road
Cheyenne, Wyoming
82007
Phone (307) 220-2000

Revised 16 October A.D. 2000

"Your Friendly Neighborhood Surveyor"

Sheet "C"

DECLARATION OF PROTECTIVE COVENANTS FOR COWBOY RANCH SOUTH

Day Mobile Homes, Inc.

To: The Public

KNOW ALL MEN BY THESE PRESENTS, that DAY MOBILE HOMES, INC. being the owner in fee simple of the real property known as Cowboy Ranch South, does hereby covenant, agree, and make the following Declaration of Protective Covenants for Cowboy Ranch South.

ARTICLE I: INTENT AND SCOPE

Section 1: INTENT: This Declaration of Protective Covenants is intended to facilitate and regulate the construction and placement of appropriate improvements within the real property, as well as the proper use of the property for the purpose of preserving and enhancing the value, desirability and attractiveness of Cowboy Ranch South Subdivision.

Section 2: SCOPE. The Declaration of Protective Covenants applies to all of Lots 1 through 54 Cowboy Ranch South Subdivision a parcel of land situated in the County of Laramie, State of Wyoming described as portions of Sections 3, Township 14 North, Range 65 West of the 6th P. M. ,Laramie County, Wyoming as shown on survey plat recorded in the office of the Laramie County Clerk as Document in plat cabinet #9, drawer 43 on 10-24-07, 2007.

ARTICLE II: DEFINITION OF FREQUENTLY USED TERMS

Section 1: "Association" means Cowboy Ranch South Subdivision Property Owners Association, Inc., its successors and assigns which shall be operated as a non-profit organization. Members of the Association shall be the Owners of the Lots in the subdivision known as Cowboy Ranch South Subdivision. The Officers of the Association shall be elected from the forty nine (49) Lot owners and shall carry out the functions of the Association in accordance with this Declaration and the By-laws adopted by the Association.

Section 2: "Board" means the Board of Directors of the Association.

Section 3: "Committee" means the Architectural Control Committee as established pursuant to Article IV of this Declaration. Following the sale and development of the Lots in The Preserve, the functions of the Committee in approving substantial alterations, fencing, home occupations, activities and resolving disputes as addressed in this Declaration, may be delegated by unanimous vote of the Committee to the Association and shall then be controlled by vote and means specified in the applicable provision of this Declaration.

Section 4: "Common Property and "Open Space" means Lots 4, 7, 12, 15, and 20. The ownership of the Open Space shall be held by the Owners each holding a 1/49 interest as set forth in Article XI, Section 1.

Section 5: "Declaration" means the Declaration of Protective Covenants for Cowboy Ranch South.

Section 6: "Declarants" means the owner Day Mobile Homes, Inc.

Section 7: "Owner" means the record owner(s), whether one or more persons, of fee simple title to any Lot (or in the event of "Contract for Deed" transaction involving any Lot, the Purchaser(s)

RECORDED 10/24/2007 AT 4:43 PM REC# 486432 BK# 2030 PG# 1615
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 9

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 the Owner thereof. Whenever the term, "Lot Owner" is used, it means Owner as defined herein.

Section 8: "The Subdivision" means the subdivision known as Cowboy Ranch South subdivision and may also be referred to herein as the "project" or the "subdivision."

Section 9: "Road costs" means the following minimum costs to maintain the roads as follows: 1) Standard roadway maintenance consisting of blading four (4) times per year; 2) Snow removal for major events estimated at three (3) times per year; and 3) Replace of three inches (3") of roadway gravel at approximately ten (10) year intervals at a cost of at least four hundred seventy one dollars ($471.00) per year per Lot or thirty nine dollars and twenty five cents ($39.25) per month per Lot. The annual assessment for road costs shall be reviewed on an annual basis by the Association and adjusted as necessary to reflect actual annual costs, projected costs for gravel replacement in the future and at least a one thousand dollar ($1000) cash reserve to cover any additional expenses.

Section 10: "Lot" means a parcel designated as one of Lots 1-54 of the above referenced plat.

ARTICLE III: USES AND RESTRICTIONS

Section 1: Principal Use. It is intended that the Lots within Cowboy Ranch South Subdivision shall be used and occupied as rural residential/recreational sites for the full enjoyment of the Owner thereof subject to the Covenants contained herein:

Section 2: Nuisances. No billboards, junk yards, accumulations of junk, debris, trash or junk cars shall be maintained upon any Lot. No noxious or offensive activity shall be permitted on any Lot, as reasonably determined by the Homeowners Association. For purposes of this section the following activities upon any Lot shall be deemed a nuisance: discharge of fireworks; operation of all terrain vehicles (ATV's) or other off road recreational vehicles except on the private and public roadways or on the property of the owner of the vehicle.

Section 3: Commercial Enterprise. No manufacturing or commercial business activity other than home occupation uses in conformity with Section 4 below may be conducted upon any Lot within Cowboy Ranch South Subdivision.

Section 4: Home Occupations. Home occupations are permitted under the terms specified in this section and this Declaration, however, nothing in this section shall be construed to relieve any person from compliance with State and/or County zoning regulations applicable to home occupations. All home occupation uses shall comply 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, commercial equipment, commercial tractors, and/or other heavy equipment shall be visible outside any structure located on the property.

c. There shall be only incidental sales of stock, supplies or products to customers and/or clients on the premises; however catalogue, postal and/or telephone sales are permitted. Employees working on the site of the home occupation shall only be bona fide and full-time residents of the home dwelling which is situated on the Lot.

d. Notwithstanding anything herein above to the contrary the following business/activities shall not be allowed upon any Lot.

1) Body or mechanical repair including 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 oils

lubricants, grease, tires, batteries and accessories.

2) Any other home occupation which is determined as noxious, offensive or annoying by a majority vote of the Association membership or the Committee whichever applies pursuant to Article II, Section 3.

Section 5: Dumping/Trash. All trash, garbage, refuse and debris shall be deposited on each Lot in sanitary containers and/or a dumpster maintained for that purpose. Each Lot owner shall be responsible for maintaining the dumpsters and having them emptied on a regular basis at the owner's expense. No Lot shall be used or maintained as a dumping or storage ground for rubbish, scrap, debris, or junk including, but not limited to, junked cars. No trash, litter or junk shall be permitted to remain exposed upon the premises.

Section 6: 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 within the subdivision for more than seventy two (72) hours.

Section 7: Mobile Homes, Manufactured(HUD) Homes, and Relocated Homes Prohibited: No mobile or manufactured homes shall be permitted. Prohibited homes include any home in which the subfloor used for transporting the home is permanent and is not removed when the home is placed on a permanent foundation. UBC/IRC homes are factory built modular homes with wooden floor joists and are designed to have the transporting system removed when the home is placed on its foundation. These homes are permitted. Pre-existing "stick-built" homes proposed to be relocated from other locations are not permitted.

Section 8: Foundations/Roof Design: Homes must be permanently affixed to a poured concrete or concrete blocked foundation, which extends around the entire perimeter of the structure with a crawl space or basement. Homes must have a pitched roof with no less than a 5/12 slope.

Section 9: Temporary Structures. No structure of a temporary character (such as a tent, shack, barracks, garage, barn or other outbuilding) shall be used as a residence, or in such a repeated manner of practice that it takes on a permanent use. The use of a camper/RV/motor home or similar vehicle for temporary housing is permitted.

Section 10: Signs. No sign of any kind shall be displayed to the public view on any Lot except as follows: (1) the signs advertising the initial offering of The Cowboy Ranch South; (2) One sign of not more than five square feet advertising the property for sale or rent; and (3) Signs of no more than 12 square feet used by a builder to advertise the property during the construction.

Section 11: Single Family Homesites/Further Division Restriction. No structure other than one private single family dwelling together with a private garage and/or outbuilding as provided hereinafter shall be erected, placed, or permitted to remain on any Lot. No Lot may be further subdivided into smaller tracts.

Section 12: Antennas and Satellite Dishes. No commercial antennas shall be permitted on any Lot. Antennas and dishes for personal reception of satellite, TV, Internet, and wireless telephony are permitted.

Section 13: Domestic Pets and Animals. Domestic pets and livestock shall be permitted subject to the following conditions and restrictions.

a. Domestic Pets. Domestic pets may be kept on all Lots provided they are not maintained or kept for commercial or breeding purposes. All such domestic pets shall be under the control of the Owner at all times and shall not be allowed to run free off the Owner's Lot. No animal shall be permitted to make unreasonable noise, odor or otherwise become a nuisance to occupants, other pets, livestock or wildlife.

b. Livestock. A maximum of four (4) adult horses, llamas or alpacas may be kept for recreational purposes on each Lot. "Adult" shall mean any animal two years old or older. Other livestock may

be kept on the Lot including sheep, pigs or goats if they are kept for a 4-H or FFA project.

Section 14. Open Space. A total of 137.77 acres m/l of open space shall be part of the Final Plat for Cowboy Ranch South. No further development can occur on the open space. Lots 4, 7, 12, 15, and 20 shall be the open space tracts available for use of Owners and guests. As set forth in Article XI, Section 1, the Owners shall each hold an undivided 1/49 interest. The following components shall be incorporated into the maintenance and operation of the open space:

a. Open space will be accessible and useable by all owners for passive recreational uses which includes but is not limited to walking, hiking, picnicking, horseback riding on trails established for that purpose and other uses which do not injure or scar vegetation, promote erosion or interfere with wildlife use. Recreational use shall not include any activity which involves a motorized vehicle of any type, other than such equipment as may be necessary to maintain the open space.

b. The cost for maintenance and operation of the Open Space shall be included in the annual Association assessment set forth in Article X.

c. Unless modified by a majority vote of the Association consistent with the intent of this Declaration the following uses are specifically prohibited on the Common Open Space:

1) Personal Planting. Planting trees, shrubs, etc., in the Common Open Space by any person other than the Board of Directors of the Association or a person acting under authority granted to them by the Board of Directors of the Association;

2) Personal Structures. Locating, constructing or storing objects of any kind such as sheds, playhouses, fences, toys, vehicles, tools, garden equipment, etc., in the Common Open Space;

3) Protection of Vegetation. Any activity that injures or scars the vegetation, promotes erosion or interferes with wildlife, other than those actions deemed appropriate by the Board of Directors of the Association necessary for healthy management of the Common Open Space ecosystem;

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

5) Delivery Truck Usage. Entering upon the Common Open Space with construction or delivery vehicles to access Lots.

6) Motorized Vehicle Use. Use or operation of motorcycles, ATVs and any other motorized vehicles or equipment or motorized model airplanes or model cars;

7) Fireworks. Discharging fireworks from or onto the Common Open Space and lighting sparklers, pop-bottle rockets or any other incendiary devices;

8) Burning. Igniting or causing, any fire on the Common Open Space (fire pits, stoves or grates are not permitted)

9) General Damage. Any activity or conduct that has any potential of damaging the Common Open Space, its plants or animals, or that may cause noise or disruption to Members;

10) Firearms. Discharging and/or use of any firearms within the Common Open Space, including without limitation rifles, pistols, shotguns, pellet guns, B-B guns or any other similar device;

11) Hunting. No hunting or harvesting of any animal.

12) Outbuildings. No shed, lean-to, canopy or other structure shall be constructed or permitted on the Common Open Space, other than any structures owned and built by the Board of

Directors of the Association deemed necessary for the management of the Common Open Space.

13) Signs. Except for signs installed by the Association at such places along the boundary of the Common Open Space that identify the Common Open Space and its exclusive use and control by the Association and its Members, no sign of any kind shall be permitted on the Common Open Space.

14) Pets and Animals. Commonly accepted domestic pets are permitted on the Common Open Space only when on a leash and under the control of their master.

15) Fencing. No fencing of any sort beyond that exterior boundary fencing originally installed by Grantor or fencing installed by the Board of Directors of the Association shall be permitted on the Common Open Space.

Section 15. Obstruction of Easements or Traffic Sight triangles. No trees may be planted within ten (10) feet from any easement line. No trees, plants or structures shall be allowed that obstruct the view of vehicular traffic or that make traffic conditions unsafe. If a question arises pursuant to this paragraph, it shall be resolved by the Committee or Association (pursuant to Article II, Section 3).

ARTICLE IV: ASSOCIATION ORGANIZATION AND BY-LAWS

Section 1: Administration and Management. Every Lot Owner shall be a member of the Association. The association shall be granted all of the powers necessary to govern, maintain, manage, repair, administer and regulate the project and to perform all of the duties required of it. The Association shall grant to any mortgagee of a Lot the right to examine the books and records of the Association at any reasonable time.

Section2: Association Function. The Association shall provide for maintenance and snow removal of roads, open space, gates, common fencing and security.

Section 3: Delegation. Except as expressly stated herein, the duties of the Association set forth herein may be performed under contract by any other qualified person or entity. Notwithstanding the foregoing, the Association shall remain responsible for the performance of all obligations set forth herein.

Section 4: Voting Rights. Association membership shall consist exclusively of Owners who shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in a Lot, all such persons shall be members but only one (1) vote shall be cast with respect to any one Lot.

Section 5: Bylaws. The Association activities shall be governed by its Bylaws.

Section 6: Notice and Quorum. Written notice of all meetings shall be sent to all members or proxies entitled to vote. 60% of the votes of membership shall constitute a quorum.

ARTICLE V: ARCHITECTURAL CONTROL

Section 1: Architectural Control Committee. For so long as at least sixty percent (60%) of the Lots remain unsold the Architectural Control Committee shall consist of Declarant, its successors or assigns. Once more than forty percent (40%) of the Lots are sold, the Architectural Control Committee shall consist of Declarant and two (2) members of the Association which are Owners of one or more Lots. The two (2) members from the Association shall be elected to the Committee by majority vote of the Association at a regularly scheduled meeting with notice given to the members at least thirty (30) days in advance stating that one of the purposes of the meeting will be to select members to the Committee. The Declarant, in its sole discretion, may elect to withdraw from the Architectural Control Committee. Upon such withdrawal a replacement member shall be elected from the members of the Association. All Committee actions or decisions shall be by majority vote (except as specified herein and in Article II, Section 3). The Committee may designate a representative to act on its behalf, which representative may or may not be a member of the Committee. Members of the Committee and its designated representative(s) shall not be entitled to compensation for Committee services performed pursuant to this

Declaration. In the event of a vacancy a replacement member shall be elected from among the members of the Association. The actions of the Committee on matters properly brought before it shall not be appealable to the Association. The Association may disband the Committee and assume its functions in the event the Committee is unable or unwilling to act.

Section 2: Building Approval Required Prior to Construction. No dwelling, garage, or outbuilding shall be constructed or erected on any Lot within Cowboy Ranch South until the submission requirements in the following section have been complied with fully and the Committee has granted written approval for the construction.

Section 3: Submission Requirements: Prior to the initial construction of a dwelling, garage or outbuilding, the Owner shall submit the following information to the Committee.

a. A plan for the proposed structure which includes the square footage, floor plan, drawings of the exterior elevations of the structure, and specifications describing external colors and materials including the roofing material. In the case of a factory built modular home, evidence of the roof pitch and nature of the sub-floor frame must also be included.

b. A site plan of the Lot showing the location of proposed structures, wells, septic system and proposed driveway including surface type.

c. Additional information as may be requested by the Committee in order to ensure compliance with the requirements contained herein.

Section 4: Approval Standards and Procedures. The Committee shall base its decision on whether the proposed structure is in compliance with the "Standards Relating to Improvements", aesthetic appeal (including color, materials and design), the proposed location of the structure, and the conformity and harmony of the proposed home or outbuilding and/or the use of a Lot with the intent and spirit of this Declaration.

The Committee shall inform the applicant when all necessary material has been received and issue its decision within thirty (30) days thereafter. 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 by a written statement of the basis for the denial. If no response is issued by the Committee within thirty (30) days of submission of all material the proposed structure shall be deemed approved.

Section 5: Renovations. No substantial alteration or renovation of the exterior of any dwelling, garage or outbuilding situated on a Lot shall be undertaken without Committee approval as provided in this Article V.

Section 6: Commencement and Completion of Approved Construction. Once construction begins any home or improvement or alteration thereto approved by the Committee shall be diligently pursued to completion. All homes and other improvements on any Lot shall be substantially completed within one (1) year after commencement of construction unless a longer period is approved by the Committee.

ARTICLE VI: STANDARDS RELATING TO IMPROVEMENTS

Section 1: General. The following standards shall apply to construction of dwellings, garages and outbuildings within Cowboy Ranch South.

Section 2: Minimum Square Footage. Dwellings must have a minimum fully enclosed ground floor area of twelve hundred twenty five (1225) square feet or, if the dwelling has multiple levels, a minimum total living area of all levels of one thousand four hundred (1400) square feet. Minimum square footage standards are exclusive of basements, porches, terraces and attached garages.

Section 3: Roofing Requirements. Roofing materials on primary residential structures must be at least number one (#1) quality asphalt shingles or as otherwise approved in writing by the committee. Roofing materials on barns or outbuildings may be metal or at least ninety pound rolled roofing.

Section 4: Garages. Each dwelling shall have an attached 2 car minimum garage.

Section 5: Location and Orientation of Improvements/Minimum Building Setbacks. A site plan depicting the location and orientation of all proposed improvements shall be submitted and approved by the Committee as provided for in Article V. The Committee shall attempt to resolve any known conflict among Owners regarding the location and orientation of approved structures. The minimum setbacks from all property lines shall be fifty (50) feet.

Section 6: Outbuildings. No more than one (1) outbuilding shall be permitted on any Lot unless otherwise approved by the Committee in writing. The maximum size of any outbuilding shall be 42000 square feet and the maximum height of the sidewalls shall be 14 feet. Prior to commencing construction of any outbuilding the plans shall be submitted and approved by the Committee.

Section 7: Lot Driveways and Protection of Ground Cover. A driveway shall be constructed at the commencement of any construction upon a Lot. Owners to the extent possible shall direct all vehicular traffic for construction purposes or otherwise to enter and exit only upon said driveway. Upon the completion of construction of the dwelling, driveways shall be built a minimum of twelve (12) and a maximum of sixteen (16) feet in width. The driveway must be surfaced with a minimum of four (4) inches of gravel, road base, crushed asphalt or comparable substitute.

Section 8: Interior Access to Lots. All Lots within Cowboy Ranch South shall be accessed only from the Cowboy Ranch South roadways.

ARTICLE VII: LANDSCAPING

Section 1: Landscaping. Terrain in the vicinity of the homesite which has been disturbed during the construction phase shall be re-seeded with a native turf mix or other grass of the 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, mulch, gravel or other commercially available materials are acceptable for landscaping. Landscaping that complies with the Laramie County Conservation District planting recommendations are approved.

ARTICLE VIII: ENFORCEMENT PROVISIONS

Section 1: Enforcement and Remedies: These Covenants, conditions and restrictions may be enforced by any legal or equitable Owner(s), by the Committee, the Association, or the Declarants and their successors and assigns, by appropriate proceedings at law or in equity. In any such proceeding attorneys fees may be awarded to the prevailing party. The failure to enforce or cause the abatement of any violation of this Declaration shall constitute a waiver of future enforcement. The Committee, the Association, or Declarants may prosecute violations of this Declaration on behalf of any Owner, however, they are not obligated to do so and no action can be brought by an Owner to compel such action by the Committee, Association or Declarants to enforce any provision of the Declaration

ARTICLE X: ASSESSMENTS

Section 1. Assessments/Liens: The following assessments shall be required to be paid by each Owner:

a. Personal Obligation of Assessments. Each Owner hereby covenants and agrees by acceptance of a deed for a Lot(s) in Cowboy Ranch South, to pay the Association the following assessments:

1) Annual general assessment of one hundred dollars ($100) which may be revised from time to time by the Association.

2) Annual road assessment of four hundred seventy one dollars ($471) or as otherwise established as provided in these Covenents.

3) Tracts owned by the Declarant shall not be subject to any assessments so long as they remain unimproved.

RECORDED 10/24/2007 AT 4:43 PM REC# 486432 BK# 2030 PG# 1621
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 7 OF 9

b. Creation of the Lien. Said assessments and any special assessments, together with interest, costs and reasonable attorney fees and shall constitute a lien upon the Lot assessed. Each such assessment, together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due.

c. Purpose of Assessments. The assessments may be used to promote the health, safety, welfare and quality of life of the residents of the subdivisions, for the improvement, maintenance and operation of the roads situated therein, and other activities approved by the Association which inure to the benefit of the subdivision.

d. Rate of Annual Assessments: The annual assessments as determined under the preceding paragraphs shall be uniform among all owners.

f. Rate of Special Assessments: Any special assessment as determined hereunder shall be apportioned equally among all owners and shall be collected in the manner established by the Association.

g. Date of Commencement of Assessments-Due Dates: Unless otherwise determined by the Association, the Annual assessment period shall be the calendar year. Payment shall be due in advance annually on the fifteenth day of January of each calendar year. The annual assessment due shall be prorated and due on the day of closing for any partial year when a Lot is first conveyed by Declarant to an Owner. The amount of the annual assessment shall be fixed on or before December 1 for the following year. Written notice of the annual assessment shall be sent to every Owner. Special Assessments duly levied and published by written notice to the Owners shall be due no sooner than thirty (30) days from the date of notice or at such later time as otherwise established by the Association.

h. Nonpayment of Assessments-Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association shall be entitled to bring an action at law against the Owner who shall be personally obligated to pay the same, or to foreclose on the lien against the property in its discretion. In any event, the Association shall be entitled to recover all costs and reasonable attorney's fees occasioned by the Owner's failure to timely pay said assessment.

ARTICLE XI: GENERAL PROVISIONS

Section 1. Taxes. Each Owner shall pay the taxes assessed for the Lot(s) owned and 1/49th of the tax attributable to the open space.

Section 2. Duration. This Declaration shall run with the land and bind Cowboy Ranch South and all Owners, their successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded in the office of the Clerk and Recorder of Deeds, County of Laramie, State of Wyoming, after which time the Declaration shall be automatically be extended for successive periods of ten (10) years each unless terminated by written vote of two-thirds (2/3) or more of the Owners. Any termination of this Declaration shall be recorded in the Office of the County Clerk and Recorder of Deeds, Laramie County, Wyoming in order to be made effective.

Section 3. Amendment. This Declaration may be amended by written instrument executed by the Owners of at least the two-thirds (2/3) of the Lots which is recorded in the Office of the Clerk and Recorder of Deeds, Laramie County, Wyoming.

Section 4: Binding Effect. These covenants shall bind and inure to the benefit of the Declarants and the Owners of the Lots located within Cowboy Ranch South and their respective heirs, successors, personal representatives and assigns.

Section 5: Severability. Invalidation of any provision or restriction herein shall not affect any of the other provisions which shall remain in full force and effect.

RECORDED 10/24/2007 AT 4:43 PM REC# 486432 BK# 2030 PG# 1622
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 8 OF 9

Section 6: Variances. Variances to any of the covenants contained herein may be granted by the Committee.

DATED this 3rd day of October, 2007.

George Day, Sr.

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by George Day, Sr., this 3rd day of October, 2007.

Witness my hand and official seal.

Notary Public

My Commission expires:

BRITTANY MOWERY - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires Aug. 19, 2009

RECORDED 10/24/2007 AT 4:43 PM REC# 486432 BK# 2030 PG# 1623
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 9 OF 9

FIRST AMENDED DECLARATION OF PROTECTIVE COVENANTS FOR COWBOY RANCH SOUTH

Day Mobile Homes, Inc.

To: The Public

KNOW ALL MEN BY THESE PRESENTS, that DAY MOBILE HOMES, INC. being the owner in fee simple of the real property known as Cowboy Ranch South, does hereby covenant, agree, and make the following Declaration of Protective Covenants for Cowboy Ranch South.

ARTICLE I: INTENT AND SCOPE

Section 1: INTENT: This Declaration of Protective Covenants is intended to facilitate and regulate the construction and placement of appropriate improvements within the real property, as well as the proper use of the property for the purpose of preserving and enhancing the value, desirability and attractiveness of Cowboy Ranch South Subdivision.

Section 2: SCOPE. The Declaration of Protective Covenants applies to all of Lots 1 through 54 Cowboy Ranch South Subdivision a parcel of land situated in the County of Laramie, State of Wyoming described as portions of Sections 3, Township 14 North, Range 65 West of the 6th P. M. ,Laramie County, Wyoming as shown on survey plat recorded in the office of the Laramie County Clerk as Document in plat reception #486430, Book # 9, Page # 43 on October 24, 2007.

ARTICLE II: DEFINITION OF FREQUENTLY USED TERMS

Section 1: "Association" means Cowboy Ranch South Subdivision Property Owners Association, Inc., its successors and assigns which shall be operated as a non-profit organization. Members of the Association shall be the Owners of the Lots in the subdivision known as Cowboy Ranch South Subdivision. The Officers of the Association shall be elected from the forty nine (49) Lot owners and shall carry out the functions of the Association in accordance with this Declaration and the By-laws adopted by the Association.

Section 2: "Board" means the Board of Directors of the Association.

Section 3: "Committee" means the Architectural Control Committee as established pursuant to Article IV of this Declaration. Following the sale and development of the Lots in The Preserve, the functions of the Committee in approving substantial alterations, fencing, home occupations, activities and resolving disputes as addressed in this Declaration, may be delegated by unanimous vote of the Committee to the Association and shall then be controlled by vote and means specified in the applicable provision of this Declaration.

Section 4: "Common Property and "Open Space" means Lots 4, 7, 12, 15, and 20. The ownership of the Open Space shall be held by the Owners each holding a 1/49 interest as set forth in Article XI, Section 1.

Section 5: "Declaration" means the Declaration of Protective Covenants for Cowboy Ranch South.

Section 6: "Declarants" means the owner Day Mobile Homes, Inc.

Section 7: "Owner" means the record owner(s), whether one or more persons, of fee simple title to any Lot (or in the event of "Contract for Deed" transaction involving any Lot, the Purchaser(s) thereunder, but excluding those having such interest solely as security for the performance of any obligation, in which event the equitable owner of such fee simple title shall be deemed to the Owner

RECORDED 1/18/2008 AT 3:45 PM REC# 491744 BK# 2041 PG# 1337
DEBRA K. LATHROP. CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 9

thereof. Whenever the term, "Lot Owner" is used, it means Owner as defined herein.

Section 8: "The Subdivision" means the subdivision known as Cowboy Ranch South subdivision and may also be referred to herein as the "project" or the "subdivision."

Section 9: "Road costs" means the following minimum costs to maintain the roads as follows: 1) Standard roadway maintenance consisting of blading four (4) times per year; 2) Snow removal for major events estimated at three (3) times per year; and 3) Replace of three inches (3") of roadway gravel at approximately ten (10) year intervals at a cost of at least four hundred seventy one dollars ($471.00) per year per Lot or thirty nine dollars and twenty five cents ($39.25) per month per Lot. The annual assessment for road costs shall be reviewed on an annual basis by the Association and adjusted as necessary to reflect actual annual costs, projected costs for gravel replacement in the future and at least a one thousand dollar ($1000) cash reserve to cover any additional expenses.

Section 10: "Lot" means a parcel designated as one of Lots 1-54 of the above referenced plat.

ARTICLE III: USES AND RESTRICTIONS

Section 1: Principal Use. It is intended that the Lots within Cowboy Ranch South Subdivision shall be used and occupied as rural residential/recreational sites for the full enjoyment of the Owner thereof subject to the Covenants contained herein:

Section 2: Nuisances. No billboards, junk yards, accumulations of junk, debris, trash or junk cars shall be maintained upon any Lot. No noxious or offensive activity shall be permitted on any Lot, as reasonably determined by the Homeowners Association. For purposes of this section the following activities upon any Lot shall be deemed a nuisance: discharge of fireworks; operation of all terrain vehicles (ATV's) or other off road recreational vehicles except on the private and public roadways or on the property of the owner of the vehicle.

Section 3: Commercial Enterprise. No manufacturing or commercial business activity other than home occupation uses in conformity with Section 4 below may be conducted upon any Lot within Cowboy Ranch South Subdivision.

Section 4: Home Occupations. Home occupations are permitted under the terms specified in this section and this Declaration, however, nothing in this section shall be construed to relieve any person from compliance with State and/or County zoning regulations applicable to home occupations. All home occupation uses shall comply 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, commercial equipment, commercial tractors, and/or other heavy equipment shall be visible outside any structure located on the property.

c. There shall be only incidental sales of stock, supplies or products to customers and/or clients on the premises; however catalogue, postal and/or telephone sales are permitted. Employees working on the site of the home occupation shall only be bona fide and full-time residents of the home dwelling which is situated on the Lot.

d. Notwithstanding anything herein above to the contrary the following business/activities shall not be allowed upon any Lot.

1) Body or mechanical repair including 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 oils lubricants, grease, tires, batteries and accessories.

RECORDED 1/18/2008 AT 3:45 PM REC# 491744 BK# 2041 PG# 1338
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 2 OF 9

2) Any other home occupation which is determined as noxious, offensive or annoying by a majority vote of the Association membership or the Committee whichever applies pursuant to Article II, Section 3.

Section 5: Dumping/Trash. All trash, garbage, refuse and debris shall be deposited on each Lot in sanitary containers and/or a dumpster maintained for that purpose. Each Lot owner shall be responsible for maintaining the dumpsters and having them emptied on a regular basis at the owner's expense. No Lot shall be used or maintained as a dumping or storage ground for rubbish, scrap, debris, or junk including, but not limited to, junked cars. No trash, litter or junk shall be permitted to remain exposed upon the premises.

Section 6: 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 within the subdivision for more than seventy two (72) hours.

Section 7: Mobile Homes, Manufactured(HUD) Homes, and Relocated Homes Prohibited: No mobile or manufactured homes shall be permitted. Prohibited homes include any home in which the subfloor used for transporting the home is permanent and is not removed when the home is placed on a permanent foundation. UBC/IRC homes are factory built modular homes with wooden floor joists and are designed to have the transporting system removed when the home is placed on its foundation. These homes are permitted. Pre-existing "stick-built" homes proposed to be relocated from other locations are not permitted.

Section 8: Foundations/Roof Design: Homes must be permanently affixed to a poured concrete or concrete blocked foundation, which extends around the entire perimeter of the structure with a crawl space or basement. Homes must have a pitched roof with no less than a 5/12 slope.

Section 9: Temporary Structures. No structure of a temporary character (such as a tent, shack, barracks, garage, barn or other outbuilding) shall be used as a residence, or in such a repeated manner of practice that it takes on a permanent use. The use of a camper/RV/motor home or similar vehicle for temporary housing is permitted.

Section 10: Signs. No sign of any kind shall be displayed to the public view on any Lot except as follows: (1) the signs advertising the initial offering of The Cowboy Ranch South; (2) One sign of not more than five square feet advertising the property for sale or rent; and (3) Signs of no more than 12 square feet used by a builder to advertise the property during the construction.

Section 11: Single Family Homesites/Further Division Restriction. No structure other than one private single family dwelling together with a private garage and/or outbuilding as provided hereinafter shall be erected, placed, or permitted to remain on any Lot. No Lot may be further subdivided into smaller tracts.

Section 12: Antennas and Satellite Dishes. No commercial antennas shall be permitted on any Lot. Antennas and dishes for personal reception of satellite, TV, Internet, and wireless telephony are permitted.

Section 13: Domestic Pets and Animals. Domestic pets and livestock shall be permitted subject to the following conditions and restrictions.

a. Domestic Pets. Domestic pets may be kept on all Lots provided they are not maintained or kept for commercial or breeding purposes. All such domestic pets shall be under the control of the Owner at all times and shall not be allowed to run free off the Owner's Lot. No animal shall be permitted to make unreasonable noise, odor or otherwise become a nuisance to occupants, other pets, livestock or wildlife.

b. Livestock. A maximum of four (4) adult horses, llamas or alpacas may be kept for recreational purposes on each Lot. "Adult" shall mean any animal two years old or older. Other livestock may be kept on the Lot including sheep, pigs or goats if they are kept for a 4-H or FFA project.

RECORDED 1/18/2008 AT 3:45 PM REC# 491744 BK# 2041 PG# 1339
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 3 OF 9

Section 14. Open Space. A total of 137.77 acres m/l of open space shall be part of the Final Plat for Cowboy Ranch South. No further development can occur on the open space. Lots 4, 7, 12, 15, and 20 shall be the open space tracts available for use of Owners and guests. As set forth in Article XI, Section 1, the Owners shall each hold an undivided 1/49 interest. The following components shall be incorporated into the maintenance and operation of the open space:

a. Open space will be accessible and useable by all owners for passive recreational uses which includes but is not limited to walking, hiking, picnicking, horseback riding on trails established for that purpose and other uses which do not injure or scar vegetation, promote erosion or interfere with wildlife use. Recreational use shall not include any activity which involves a motorized vehicle of any type, other than such equipment as may be necessary to maintain the open space.

b. The cost for maintenance and operation of the Open Space shall be included in the annual Association assessment set forth in Article X.

c. Unless modified by a majority vote of the Association consistent with the intent of this Declaration the following uses are specifically prohibited on the Common Open Space:

1) Personal Planting. Planting trees, shrubs, etc., in the Common Open Space by any person other than the Board of Directors of the Association or a person acting under authority granted to them by the Board of Directors of the Association;

2) Personal Structures. Locating, constructing or storing objects of any kind such as sheds, playhouses, fences, toys, vehicles, tools, garden equipment, etc., in the Common Open Space;

3) Protection of Vegetation. Any activity that injures or scars the vegetation, promotes erosion or interferes with wildlife, other than those actions deemed appropriate by the Board of Directors of the Association necessary for healthy management of the Common Open Space ecosystem;

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

5) Delivery Truck Usage. Entering upon the Common Open Space with construction or delivery vehicles to access Lots.

6) Motorized Vehicle Use. Use or operation of motorcycles, ATVs and any other motorized vehicles or equipment or motorized model airplanes or model cars;

7) Fireworks. Discharging fireworks from or onto the Common Open Space and lighting sparklers, pop-bottle rockets or any other incendiary devices;

8) Burning. Igniting or causing, any fire on the Common Open Space (fire pits, stoves or grates are not permitted)

9) General Damage. Any activity or conduct that has any potential of damaging the Common Open Space, its plants or animals, or that may cause noise or disruption to Members;

10) Firearms. Discharging and/or use of any firearms within the Common Open Space, including without limitation rifles, pistols, shotguns, pellet guns, B-B guns or any other similar device;

11) Hunting. No hunting or harvesting of any animal.

12) Outbuildings. No shed, lean-to, canopy or other structure shall be constructed or permitted on the Common Open Space, other than any structures owned and built by the Board of Directors of the Association deemed necessary for the management of the Common Open Space.

RECORDED 1/18/2008 AT 3:45 PM REC# 491744 BK# 2041 PG# 1340
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 4 OF 9

13) Signs. Except for signs installed by the Association at such places along the boundary of the Common Open Space that identify the Common Open Space and its exclusive use and control by the Association and its Members, no sign of any kind shall be permitted on the Common Open Space.

14) Pets and Animals. Commonly accepted domestic pets are permitted on the Common Open Space only when on a leash and under the control of their master.

15) Fencing. No fencing of any sort beyond that exterior boundary fencing originally installed by Grantor or fencing installed by the Board of Directors of the Association shall be permitted on the Common Open Space.

Section 15. Obstruction of Easements or Traffic Sight triangles. No trees may be planted within ten (10) feet from any easement line. No trees, plants or structures shall be allowed that obstruct the view of vehicular traffic or that make traffic conditions unsafe. If a question arises pursuant to this paragraph, it shall be resolved by the Committee or Association (pursuant to Article II. Section 3).

ARTICLE IV: ASSOCIATION ORGANIZATION AND BY-LAWS

Section 1: Administration and Management. Every Lot Owner shall be a member of the Association. The association shall be granted all of the powers necessary to govern, maintain, manage, repair, administer and regulate the project and to perform all of the duties required of it. The Association shall grant to any mortgagee of a Lot the right to examine the books and records of the Association at any reasonable time.

Section2: Association Function. The Association shall provide for maintenance and snow removal of roads, open space, gates, common fencing and security.

Section 3: Delegation. Except as expressly stated herein, the duties of the Association set forth herein may be performed under contract by any other qualified person or entity. Notwithstanding the foregoing, the Association shall remain responsible for the performance of all obligations set forth herein.

Section 4: Voting Rights. Association membership shall consist exclusively of Owners who shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in a Lot, all such persons shall be members but only one (1) vote shall be cast with respect to any one Lot.

Section 5: Bylaws. The Association activities shall be governed by its Bylaws.

Section 6: Notice and Quorum. Written notice of all meetings shall be sent to all members or proxies entitled to vote. 60% of the votes of membership shall constitute a quorum.

ARTICLE V: ARCHITECTURAL CONTROL

Section 1: Architectural Control Committee. For so long as at least sixty percent (60%) of the Lots remain unsold the Architectural Control Committee shall consist of Declarant, its successors or assigns. Once more than forty percent (40%) of the Lots are sold, the Architectural Control Committee shall consist of Declarant and two (2) members of the Association which are Owners of one or more Lots. The two (2) members from the Association shall be elected to the Committee by majority vote of the Association at a regularly scheduled meeting with notice given to the members at least thirty (30) days in advance stating that one of the purposes of the meeting will be to select members to the Committee. The Declarant, in its sole discretion, may elect to withdraw from the Architectural Control Committee. Upon such withdrawal a replacement member shall be elected from the members of the Association. All Committee actions or decisions shall be by majority vote (except as specified herein and in Article II, Section 3). The Committee may designate a representative to act on its behalf, which representative may or may not be a member of the Committee. Members of the Committee and its designated representative(s) shall not be entitled to compensation for Committee services performed pursuant to this Declaration. In the event of a vacancy a replacement member shall be elected from among the members of the Association. The actions of the Committee on matters properly brought before it shall not be appealable to the Association. The Association may disband the Committee and assume its functions in

RECORDED 1/18/2008 AT 3:45 PM REC# 491744 BK# 2041 PG# 1341
DEBRA K. LATHROP. CLERK OF LARAMIE COUNTY, WY PAGE 5 OF 9

the event the Committee is unable or unwilling to act.

Section 2: Building Approval Required Prior to Construction. No dwelling, garage, or outbuilding shall be constructed or erected on any Lot within Cowboy Ranch South until the submission requirements in the following section have been complied with fully and the Committee has granted written approval for the construction.

Section 3: Submission Requirements: Prior to the initial construction of a dwelling, garage or outbuilding, the Owner shall submit the following information to the Committee.

a. A plan for the proposed structure which includes the square footage, floor plan, drawings of the exterior elevations of the structure, and specifications describing external colors and materials including the roofing material. In the case of a factory built modular home, evidence of the roof pitch and nature of the sub-floor frame must also be included.

b. A site plan of the Lot showing the location of proposed structures, wells, septic system and proposed driveway including surface type.

c. Additional information as may be requested by the Committee in order to ensure compliance with the requirements contained herein.

Section 4: Approval Standards and Procedures. The Committee shall base its decision on whether the proposed structure is in compliance with the "Standards Relating to Improvements", aesthetic appeal (including color, materials and design); the proposed location of the structure, and the conformity and harmony of the proposed home or outbuilding and/or the use of a Lot with the intent and spirit of this Declaration.

The Committee shall inform the applicant when all necessary material has been received and issue its decision within thirty (30) days thereafter. 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 by a written statement of the basis for the denial. If no response is issued by the Committee within thirty (30) days of submission of all material the proposed structure shall be deemed approved.

Section 5: Renovations. No substantial alteration or renovation of the exterior of any dwelling, garage or outbuilding situated on a Lot shall be undertaken without Committee approval as provided in this Article V.

Section 6: Commencement and Completion of Approved Construction. Once construction begins any home or improvement or alteration thereto approved by the Committee shall be diligently pursued to completion. All homes and other improvements on any Lot shall be substantially completed within one (1) year after commencement of construction unless a longer period is approved by the Committee.

ARTICLE VI: STANDARDS RELATING TO IMPROVEMENTS

Section 1: General. The following standards shall apply to construction of dwellings, garages and outbuildings within Cowboy Ranch South.

Section 2: Minimum Square Footage. Dwellings must have a minimum fully enclosed ground floor area of twelve hundred twenty five (1225) square feet or, if the dwelling has multiple levels, a minimum total living area of all levels of one thousand four hundred (1400) square feet. Minimum square footage standards are exclusive of basements, porches, terraces and attached garages.

Section 3: Roofing Requirements. Roofing materials on primary residential structures must be at least number one (#1) quality asphalt shingles or as otherwise approved in writing by the committee. Roofing materials on barns or outbuildings may be metal or at least ninety pound rolled roofing.

Section 4: Garages. Garages are permitted but not required.

RECORDED 1/18/2008 AT 3:45 PM REC# 491744 BK# 2041 PG# 1342
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 6 OF 9

Section 5: Location and Orientation of Improvements/Minimum Building Setbacks. A site plan depicting the location and orientation of all proposed improvements shall be submitted and approved by the Committee as provided for in Article V. The Committee shall attempt to resolve any known conflict among Owners regarding the location and orientation of approved structures. The minimum setbacks from all property lines shall be fifty (50) feet.

Section 6: Outbuildings. No more than one (1) outbuilding shall be permitted on any Lot unless otherwise approved by the Committee in writing. The maximum size of any outbuilding shall be 42000 square feet and the maximum height of the sidewalls shall be 14 feet. Prior to commencing construction of any outbuilding the plans shall be submitted and approved by the Committee.

Section 7: Lot Driveways and Protection of Ground Cover. A driveway shall be constructed at the commencement of any construction upon a Lot. Owners to the extent possible shall direct all vehicular traffic for construction purposes or otherwise to enter and exit only upon said driveway. Upon the completion of construction of the dwelling, driveways shall be built a minimum of twelve (12) and a maximum of sixteen (16) feet in width. The driveway must be surfaced with a minimum of four (4) inches of gravel, road base, crushed asphalt or comparable substitute.

Section 8: Interior Access to Lots. All Lots within Cowboy Ranch South shall be accessed only from the Cowboy Ranch South roadways.

ARTICLE VII: LANDSCAPING

Section 1: Landscaping. Terrain in the vicinity of the homesite which has been disturbed during the construction phase shall be re-seeded with a native turf mix or other grass of the 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, mulch, gravel or other commercially available materials are acceptable for landscaping. Landscaping that complies with the Laramie County Conservation District planting recommendations are approved.

ARTICLE VIII: ENFORCEMENT PROVISIONS

Section 1: Enforcement and Remedies: These Covenants, conditions and restrictions may be enforced by any legal or equitable Owner(s), by the Committee, the Association, or the Declarants and their successors and assigns, by appropriate proceedings at law or in equity. In any such proceeding attorneys fees may be awarded to the prevailing party. The failure to enforce or cause the abatement of any violation of this Declaration shall constitute a waiver of future enforcement. The Committee, the Association, or Declarants may prosecute violations of this Declaration on behalf of any Owner, however, they are not obligated to do so and no action can be brought by an Owner to compel such action by the Committee, Association or Declarants to enforce any provision of the Declaration

ARTICLE X: ASSESSMENTS

Section 1. Assessments/Liens: The following assessments shall be required to be paid by each Owner:

a. Personal Obligation of Assessments. Each Owner hereby covenants and agrees by acceptance of a deed for a Lot(s) in Cowboy Ranch South, to pay the Association the following assessments:

1) Annual general assessment of one hundred dollars ($100) which may be revised from time to time by the Association.

2) Annual road assessment of four hundred seventy one dollars ($471) or as otherwise established as provided in these Covenents.

3) Tracts owned by the Declarant shall not be subject to any assessments so long as they remain unimproved.

b. Creation of the Lien. Said assessments and any special assessments, together with interest,

RECORDED 1/18/2008 AT 3:45 PM REC# 491744 BK# 2041 PG# 1343
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 7 OF 9

costs and reasonable attorney fees and shall constitute a lien upon the Lot assessed. Each such assessment, together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due.

c. Purpose of Assessments. The assessments may be used to promote the health, safety, welfare and quality of life of the residents of the subdivisions, for the improvement, maintenance and operation of the roads situated therein, and other activities approved by the Association which inure to the benefit of the subdivision.

d. Rate of Annual Assessments: The annual assessments as determined under the preceding paragraphs shall be uniform among all owners.

f. Rate of Special Assessments: Any special assessment as determined hereunder shall be apportioned equally among all owners and shall be collected in the manner established by the Association.

g. Date of Commencement of Assessments-Due Dates: Unless otherwise determined by the Association, the Annual assessment period shall be the calendar year. Payment shall be due in advance annually on the fifteenth day of January of each calendar year. The annual assessment due shall be prorated and due on the day of closing for any partial year when a Lot is first conveyed by Declarant to an Owner. The amount of the annual assessment shall be fixed on or before December 1 for the following year. Written notice of the annual assessment shall be sent to every Owner. Special Assessments duly levied and published by written notice to the Owners shall be due no sooner than thirty (30) days from the date of notice or at such later time as otherwise established by the Association.

h. Nonpayment of Assessments-Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association shall be entitled to bring an action at law against the Owner who shall be personally obligated to pay the same, or to foreclose on the lien against the property in its discretion. In any event, the Association shall be entitled to recover all costs and reasonable attorney's fees occasioned by the Owner's failure to timely pay said assessment.

ARTICLE XI: GENERAL PROVISIONS

Section 1. Taxes. Each Owner shall pay the taxes assessed for the Lot(s) owned and 1/49th of the tax attributable to the open space.

Section 2. Duration. This Declaration shall run with the land and bind Cowboy Ranch South and all Owners, their successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded in the office of the Clerk and Recorder of Deeds, County of Laramie, State of Wyoming, after which time the Declaration shall be automatically be extended for successive periods of ten (10) years each unless terminated by written vote of two-thirds (2/3) or more of the Owners. Any termination of this Declaration shall be recorded in the Office of the County Clerk and Recorder of Deeds, Laramie County, Wyoming in order to be made effective.

Section 3. Amendment. This Declaration may be amended by written instrument executed by the Owners of at least the two-thirds (2/3) of the Lots which is recorded in the Office of the Clerk and Recorder of Deeds, Laramie County, Wyoming.

Section 4: Binding Effect. These covenants shall bind and inure to the benefit of the Declarants and the Owners of the Lots located within Cowboy Ranch South and their respective heirs, successors, personal representatives and assigns.

Section 5: Severability. Invalidation of any provision or restriction herein shall not affect any of the other provisions which shall remain in full force and effect.

P
RECORDED 1/18/2008 AT 3:45 PM REC# 491744 BK# 2041 PG# 1344
DEBRA K. LATHROP. CLERK OF LARAMIE COUNTY. WY PAGE 8 OF 9

Section 6: Variances. Variances to any of the covenants contained herein may be granted by the Committee.

Approval of Amendment: These amended covenants are approved, submitted and executed this 18th day of January, 2008 by George Day, Sr., President of Day Mobile Homes, Inc., owner of all lots located in Cowboy South Subdivision.

George Day Sr.

George Day, Sr., President
Day Mobile Homes, Inc.

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

On this 18th day of January, 2008, before be personally appeared George Day, Sr., who being by me duly sworn, did say that he is the President of Day Mobile Homes, Inc., and that the seal affixed to said instrument is the corporate seal of the corporation, and that said instrument was signed and sealed on behalf of the corporation by authority of its board of directors and George Day, Sr. acknowledged the instrument to be the free act and deed of the corporation.

Witness my hand and official seal.

Brittany Mowery

Notary Public

My Commission Expires:

BRITTANY MOWERY - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Aug. 19, 2009

RECORDED 1/18/2008 AT 3:45 PM REC# 491744 BK# 2041 PG# 1345
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 9 OF 9