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State of Wyoming)
) SS.
County of Laramie)

**DECLARATION OF PROTECTIVE COVENANTS FOR
WIND SONG NORTH SUBDIVISION
TO THE PUBLIC**

This Declaration of Protective Covenants is made this 10th day of November 2003, by James O. Woods III and Marc A. Woods, father and son, hereinafter referred to as the "Declarants."

RECITALS

Section 1: The Declarants are the owners, as tenants by the entirety, of all lands and tracts in the Wind Song North Subdivision, a subdivision situated in the SE ¼ Sec 18, Township 14 North, Range 65 West of the 6th p.m., Laramie County, State of Wyoming, hereinafter referred to as the "subject property."

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

ARTICLE I: DEFINITIONS

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

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

Section 3: "Declarants" shall mean the present owners of the subject property who have executed this Declaration of Protective Covenants.

Section 4: "Subject Property" shall mean all of the real property within the Wind Song Subdivision subject to this Declaration of Protective Covenants.

Section 5: "Committee" shall refer to the Architectural Control Committee hereinafter established.

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ARTICLE II: USES AND RESTRICTIONS

Section 1: Principal Use: It is intended that the tracts within the subject property shall be used and occupied as rural owner occupied single family "ranchette" residential homesites for the full enjoyment of the Owner thereof subject to the covenants contained herein. Temporary arrangements for the rental of the property while it is being marketed or for other appropriate purposes, as determined by and within the sole discretion of the Committee, may be permitted with the prior approval of the Committee.

Section 2: Nuisances: No noxious or offensive activities shall be conducted on any Tract nor shall anything be done thereon which may be or may become a nuisance to the Owner or any other Tract within the subject property. For the purposes of this section, a "nuisance" shall be construed according to Wyoming law as it may now exist or may evolve or be amended from time to time.

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

Section 4: Home Occupation: Home occupations are permitted, however, nothing in this section shall be construed to relieve any person from compliance with any and all applicable zoning regulations. The Owner shall be responsible to determine which regulations govern Owner's intended and actual home occupation use and shall be responsible for complying with those regulations.

In addition, all home occupation uses shall be in compliance with the following restrictions:

- A) Any alterations and/or construction to accommodate the home occupation use must first be approved by the Committee. The external character and appearance of the building shall be consistent with these covenants.
- B) There shall be no offensive noises, vibration, smoke, dust, odors, heat or glare resulting from such home occupation use. Whether or not the activity is offensive shall be judged from the perspective of a reasonable man as that body of law exists and may develop in the State of Wyoming.
- C) No materials, goods, supplies, finished products or equipment related to the home occupation use shall be stored or displayed outside of any structure located on the property.
- D) One (1) unlighted sign, compatible with the residence and neighborhood, not over 18 inches by 24 inches shall be permitted provided it is attached flat against the structure or window.
- E) There shall be only incidental sale of stocks, supplies or products on the premises, however, catalogue sales are permitted. Retail trade or business involving customer traffic and/or parking shall be prohibited as is any other commercial and/or business activity that necessitates customer traffic and/or parking except for the incidental sale of stocks, supplies or products on the premises.

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

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

- 1) Body or mechanic repair to include any modification, assembly or painting of motor vehicles and repair of internal combustion engines, or any business where the following services are carried out: general repair, engine rebuilding or reconditioning of motor vehicles, collision services such as body, frame and fender straightening and repair, painting and undercoating of automobiles and/or retail sale of engine fuels, motor oils, lubricants, grease, tires, batteries and accessories.
- 2) Massage Parlors/Technicians.
- 3) Any other home occupation which is considered noxious, offensive, or annoying as determined by the written vote of three-quarters (3/4) or more of the then record Owners. An Owner shall be entitled to one (1) vote for each Tract owned.
- 4) Any other commercial activity involving animals prohibited in Article V hereinafter.

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

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

Section 7: Vehicles: Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the Tracts or on the road in front of a residence or on the front driveway or anywhere within the subdivision more than 72 hours at any one time or as a repeated practice. No vehicles, trailers, vehicular equipment, equipment or other personal property shall be habitually parked or stored along any of the public roadways adjacent to the subject property. All personal property, with the exception of regularly used vehicles for personal transportation, including but not limited to camp trailers, horse trailers, boats and boat trailers, and trucks larger than general use pickups and other equipment and personal property shall be parked or stored away from the general view of adjacent landowners and

away from the roadway side of any house.

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

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

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

- A) The signs advertising the initial offering of Heartland Subdivision.
- B) One sign of not more than five square feet advertising the property for sale or rent.
- C) Signs of no more than 32 square feet used by a builder to advertise the property during the construction period only.
- D) One sign compatible with Section 4(D) hereinabove. Upon the completion of the construction of a home, large sign shall be removed immediately, but, may be replaced with a five square foot sign advertising the property for sale or rent.

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

Section 12: Radio and TV Antennae: Television antennas and/or towers of any kind are prohibited. Subject to approval by the Committee, no more than one (1) specialty antenna for purposes other than television may be acceptable provided the same is less than twenty-five (25) feet in height. No tract Owner shall cause or permit any radio or television equipment on his or her Tract to cause interference with the radio or television signals or reception of any other Tract Owner.

A television satellite dish two (2) feet in diameter which is affixed to a home or situated within twelve (12) feet of the side of the home is acceptable without prior Committee approval. Television Satellite dishes which are greater than two (2) feet in diameter may

be allowed provided the location of the same is approved in writing by the Committee prior to installation.

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

ARTICLE III: ARCHITECTURAL CONTROL

Section 1: Architectural Control Committee: An Architectural Control Committee for the subject property is hereby constituted.

The initial Committee shall consist of the undersigned. The Committee may designate a representative to act for it, which representative may or may not be a member of the Committee. Said representative shall serve until the Committee, or one of its members, provides written notice of termination. The Committee shall have the right, but, not the obligation to appoint advisors to assist it in carrying out any of the functions of the Committee. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to any compensation of any kind for services performed pursuant to this covenant. Any member of the committee may resign upon ten (10) days' written notice to the other members of the Committee. In the event of a vacancy due to the death, termination, or resignation of any member, the remaining member(s) shall have full authority to designate a successor. In the event the Declarants sell all Tracts and are no longer owners of any property covered by these covenants then they shall resign and they shall appoint two successors of their choice from among the Owners of the tracts, however, the two parties chosen shall be owners of different tracts not co-owners of a tract.

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

The committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it.

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

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

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

1. A plan for the proposed home or improvement which shall include the following information: square footage, floor plan, drawings of exterior elevations of the structure, and specifications describing external colors and materials including the roofing material.
2. A site plan of the Tract showing the location of all proposed structures, well, and septic system.
3. Any other information as may be required by the Committee in order to ensure compliance with the requirements contained herein.

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

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

Section 5: Approval. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Owner shall be solely responsible for obtaining any and all permits, applications or other written instruments required by any private, public, or governmental agency.

Once begun, any home or improvement or alteration thereto approved by the Committee shall be diligently prosecuted to completion. All homes and other improvements on any Tract shall be substantially completed within one (1) year after commencement of construction unless a longer period is established by the Committee at the time of the approval of the construction plans.

ARTICLE IV: DESIGN AND CONSTRUCTION STANDARDS

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

Section 2: Square Footage: The principal dwelling must have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of no less than 1,200 square feet; except that where the said principal dwelling is a 1 1/2 or 2 story dwelling, the minimum living area of the first floor area may be reduced to no less than 1,000 square feet, providing that the total living area of the 1 1/2 or 2 floors is not less than 1,700 square feet, it being understood that these minimum standards are exclusive of basement area.

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

Section 4: Building Site Plan/Minimum Building Setbacks: A site plan showing the location of all proposed structures must be approved by the Committee as hereinabove provided. The minimum setbacks shall be required: No building shall be located on any lot nearer than ninety (90) feet from the front of the tract and no nearer than sixty (60) feet from any other lot line. Water wells shall also be set back a minimum of (60) feet from any property line. If an Owner is combining two or more Tracts as a homesite, the interior lot lines of said combined parcel may be disregarded and the sixty (60) foot set back shall be measured from the exterior lot lines of said combined parcel. However, if any dwelling or outbuilding is closer than sixty (60) feet to what was the center line between two tracts, then at no time in the future may the effected tracts be split and sold.

Section 5: Septic Systems: Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the State of Wyoming, Department of Public Health. No septic tank or field system shall be nearer than one hundred (100) feet to any lot line except with the consent of the appropriate health officials of the County and State and the Committee. Any and all toilet facilities must be connected to a proper septic tank system.

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

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

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

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

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

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

Section 10: Private Drives: All homes constructed shall be accessed off of the adjacent roadway by a private drive, the construction of which shall, at the sole expense of Owner, occur simultaneously with the construction of the home and, in any event, which must be complete within sixty (60) days following completion of the home.

Section 11: Fences: No fence of any kind may be constructed without first obtaining the approval of the Committee. Any and all boundary or interior fencing approved must be constructed of materials designed for fencing, with an expected life span not less than twenty (20) years and shall not include barb wire, sheep wire, or steel "T-posts."

Section 12: Blowing Trash: During construction, it shall be the Tract Owner's responsibility to insure that all construction related trash, waste materials, and debris are contained. Following

construction, the Tract Owner bears the burden to insure that all trash, waste materials, and debris are contained. Following construction, the Tract Owner bears the burden to insure that no trash, debris, or material of any kind be allowed to blow or be carried off of the Tract to other Tracts. All trash containers are to be covered at all times with a functional lid. No trash will be set out for trash pickup unless in a windproof and animal proof container.

Section 13: Maintenance of Homes and Improvements: All Owners shall maintain, or provide for the maintenance, of homes and improvements upon their Tracts.

Section 14: Orientation of Homes upon the Tracts: The placement of a home upon the tract must be approved by the Committee. As a general proposition, all homes shall be situated upon a Tract so that the front of the home, generally, faces a road from which the home is accessed.

ARTICLE V: ANIMALS

Section 1: Domestic Pets: Commonly accepted domestic pets may be kept on all Tracts provided they are not maintained or kept for commercial purposes. However, each tract shall have no more than three (3) dogs and three (3) cats at any one time. All such domestic pets shall be under the control of the Owners at all times and shall not be allowed to run free off the Owners Tract. All Tract Owners shall ensure that any pets kept by such Owners shall not be a nuisance to any other Tract Owner or resident.

Section 2: Other Animals: No more than two (2) horses may be kept for recreational purposes on each perimeter tracts. Horses on said tracts must be kept on the back 2/3's of the tract. No swine, roosters or geese shall be permitted. If an Owner wants to have horses, stables and corrals shall be maintained in compliance with all lawful sanitary regulations. Operation of commercial riding stables and commercial boarding stables shall not be allowed. 4-H, FFA, or similar non-commercial projects limited in scope and duration may be permissible on a case by case basis subject to written approval of the Architectural Control Committee. Fowl such as ducks, chickens, peacocks, and doves or pigeons are permitted if properly penned and housed.

ARTICLE VI: GENERAL PROVISIONS

Section 1: Enforcement and Remedies: These covenants, conditions and restrictions may be enforced by any legal or equitable Owner or by the Declarants and their successors and assigns, by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available. The party found to have violated these Covenants shall be responsible for all costs and the reasonable attorney's fees incurred by the Owners or Declarants in the proceedings either to enjoin a violation

or for the recovery of the damages. The failure to enforce or cause the abatement of any violation of these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation. Whether said violation shall be of the same or of a different provision within these Covenants.

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

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

An Owner shall be entitled to one (1) vote for each Tract owned. Any termination or amendment to this Declaration, however, must also be approved in writing by the Declarants in order to be valid. Any amendment and approval by the Declarants must be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.

Section 3: Benefits and Burdens: The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarants, the Owners of the Tracts located within the "SUBJECT PROPERTY" and their respective heirs, successors, personal representatives and assigns.

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


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

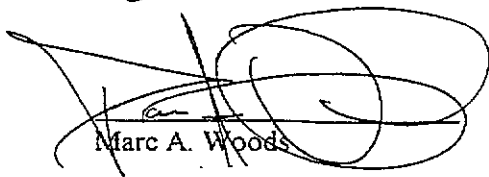
Section 6: Variances: Variances to any of these covenants may be granted by the Committee as appropriate in specific cases, at the discretion of the Committee, on a very limited case by case basis. All variances must be approved in writing by the Committee.

Section 7: Liability of Committee and Declarants: No Owner or other individual with proper standing shall make any claim, demand, or action against the Committee or Declarants and neither shall the Committee or the Declarants be liable to anyone for any damages of any nature whatsoever by reason of any action, inaction, approval or disapproval

Whatever related in any way to any of the covenants of provisions in this "Declaration of Protective Covenants" in its entirety.

IN WITNESS WHEREOF, this Declaration of Protective Covenants has been executed this 10th day of November, 2003.


James O. Woods III

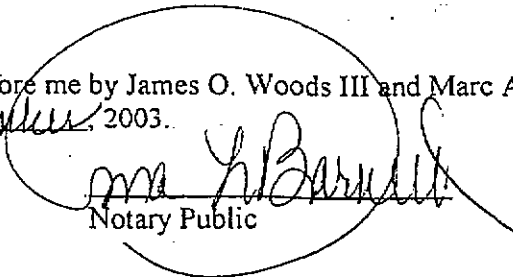

Marc A. Woods

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by James O. Woods III and Marc A. Woods, father and son, this 10th day of November, 2003.



My Commission Expires:


Notary Public