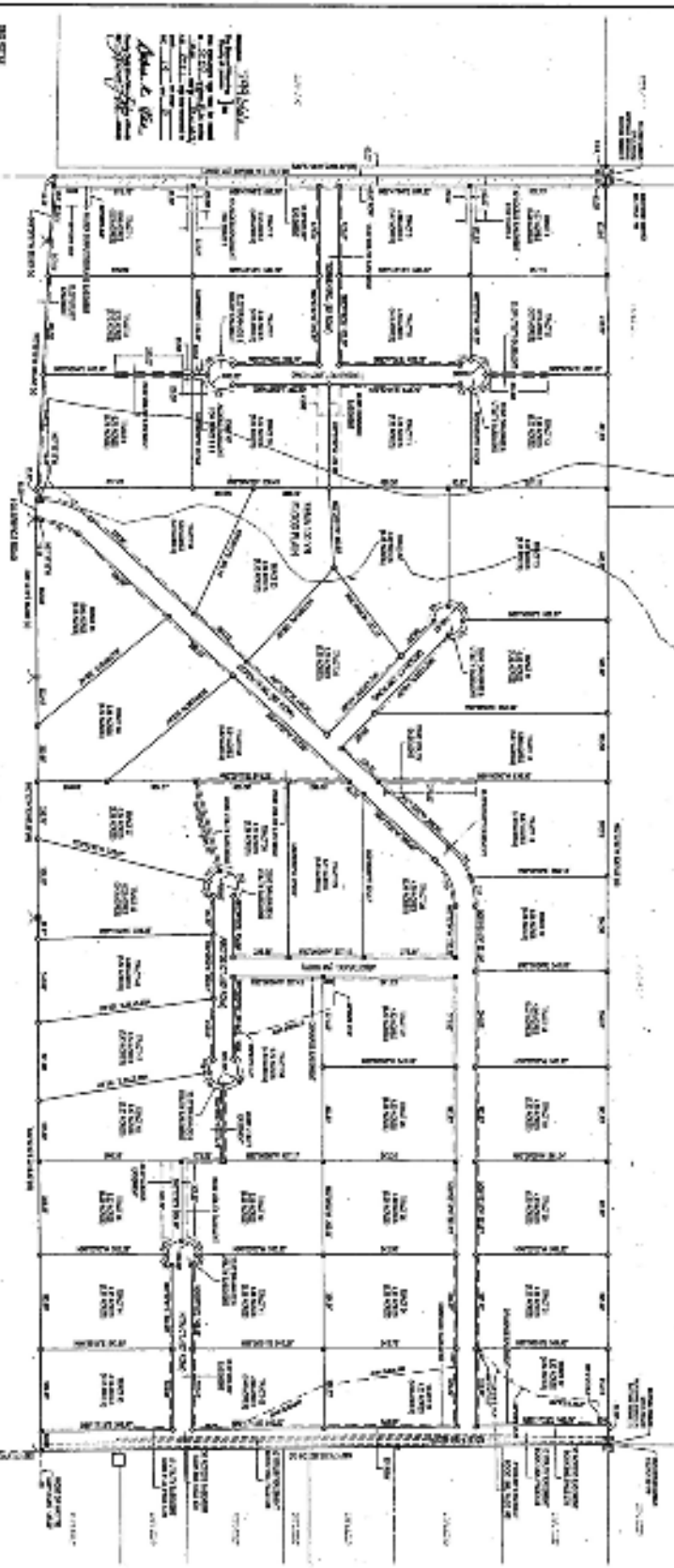




First American Title™

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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.



Handwritten notes and signatures at the top of the plan.

NOTES:
 1. THE FOLLOWING EASEMENTS ARE SHOWN ON THIS PLAN:
 A. EASEMENT FOR THE LAYOUT OF THE ROAD AND DRIVEWAYS.
 B. EASEMENT FOR THE LAYOUT OF THE UTILITY LINES.
 C. EASEMENT FOR THE LAYOUT OF THE FENCE LINE.
 D. EASEMENT FOR THE LAYOUT OF THE FENCE LINE.
 E. EASEMENT FOR THE LAYOUT OF THE FENCE LINE.



LOT	AREA	PERCENTAGE	COMMENTS
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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS OF LITTLE BEAR ESTATES**

KNOW ALL MEN BY THESE PRESENTS, that West Slope Development Company, being the owner in fee simple of certain real property described as LITTLE BEAR ESTATES FIRST FILING ("Little Bear Estates") as depicted and described in the Final Plat for Subdivision filed on January 15, 2020 at Reception No. 799666, Book 12, Page 9 in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming (the "Final Plat"), does hereby covenant, agree and make the following Declaration of Protective Covenants, Conditions, Restrictions and Easements (hereinafter "Declaration"), and hereby declares the property described above shall be held, sold, transferred, conveyed, and occupied subject to the covenants, conditions, restrictions and easements (collectively, the "Covenants") as set forth herein, which shall constitute covenants running with the land and shall be binding on and benefit all parties having any right, title, or interest in the above-described property or any part of the property, their respective heirs, successors, and assigns:

ARTICLE ONE: PURPOSE AND OBJECTIVES; SCOPE

Section 1: Purpose and Objectives. The purpose of these Covenants is to enhance and protect the value, attractiveness, and desirability of the residential Tracts in Little Bear Estates and to preserve their present natural beauty and setting; to protect Owners from the development and use of Tracts within the Subdivision which may depreciate the value and/or restrict the use of their Tract(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to encourage the construction and maintenance of appropriate improvements; to encourage the provision of adequate and suitable landscaping; and to provide for the maintenance and improvement of common fire protection and interior common private roads. No provision contained herein, nor any amendment hereto, shall be constructed to prevent or limit Declarant's right to complete development of the property or the construction of improvements thereon.

Section 2: Scope. This Declaration applies to all of Tracts 1 through 49, LITTLE BEAR ESTATES FIRST FILING, situated in a portion of the west half of Section 22, Township 14 North, Range 67 West of the 6th P.M., Laramie County, Wyoming; provided, however, that Tracts 1 and 4 shall be exempt from participation in assessments by the Road Association for Road Association Expenses as set forth herein.

ARTICLE TWO: DEFINITIONS

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

Section 2: "Board of Directors" shall mean the Board of Directors of the Road Association. The initial Board of Directors of the Road Association shall be elected by the Declarant or the Road Association's Incorporator designated by the Declarant, and thereafter in accordance with the Bylaws of the Association.



Section 3: "Covenants" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements of Little Bear Estates, as may be amended from time to time.

Section 4: "Declarant" shall mean and refer to West Slope Development Company executing this Declaration.

Section 5: "Final Plat" shall mean all of the real property within LITTLE BEAR ESTATES subject to this Declaration (as described above in Article I, Section 2).

Section 6: "Tract" means a platted parcel of land or any other lot, tract, or division of land within the Subdivision as shown on the Final Plat.

Section 7: "Owner(s)" means and refers to the fee simple owner of record, whether one or more persons or entities, of any Tract, or other parcel or tract or property within the Subdivision. The foregoing does not include persons or entities that hold a lien or other interest in a Tract merely as security for the performance of an obligation, or a lessee or tenant of a Tract.

Section 8: "Roads" means the interior roadway within Little Bear Estates as indicated on the recorded Final Plat of the Subdivision, the repair, maintenance and improvement of which is the responsibility of the Road Association as set forth herein.

Section 9: "Road Association" shall mean LITTLE BEAR ESTATES ROAD ASSOCIATION, a Wyoming nonprofit corporation, organized by Declarant as the road association for the administration of and enforcement of the provisions of this Declaration related to Roads within the Subdivision.

Section 10: "Road Association Expenses" shall mean all costs, fees and charges incurred by the Road Association in carrying out its powers, duties, obligations and authority, including but not limited to cost of (i) maintenance, repair, upkeep, operation, management and improvement of the Roads within the Subdivision; (ii) taxes and special governmental assessments and insurance costs (if any) assessed against or for the Roads; (iii) costs of organization, operating and maintenance of the Road Association entity; and/or (iv) cost of enforcing and obtaining compliance with these Covenants with respect to the Roads and assessments.

Section 11: "Subdivision" means those residential Tracts, common private roads, and easements in the Final Plat of Little Bear Estates which are more particularly described in Article One, Section 2 herein.

Section 12: Other terms used herein shall have those meanings that are assigned to them. In the event that terms used herein are not specifically defined, then such terms shall be defined by the common usage of the word as it relates to the subject matter hereof.



ARTICLE THREE: RESIDENTIAL PURPOSE RESTRICTION

Section 1: Single Family Residential Use Restriction. The Tracts within the Subdivision are hereby restricted to residential uses and shall be used only for purposes customarily associated with a single-family residence. Tracts shall not be used for any apartment, multi-family dwelling, lodging or room house, or hotel. Business uses are permitted on the Tracts so long as the business use does not require change in or variance of the residential zone and land use classification, the business use is a permitted home business, and is contained and carried on out of view of neighboring Tracts.

ARTICLE FOUR: ARCHITECTURAL CONTROL

Section 1: Architectural Control Committee. An Architectural Control Committee ("ACC") for the Subdivision is hereby constituted. The initial ACC shall consist only of Declarant. Declarant may appoint additional members of the ACC in Declarant's discretion, and may appoint members to succeed Declarant as members of the ACC, by written notice to the Owners. Declarant shall remain a member of the ACC until all of the Tracts in the Subdivision have been sold, unless Declarant in its sole discretion elects not to be a member of the ACC. In the event of vacancy due to the death, termination, or resignation of any member, the remaining member(s) shall have full authority to designate a successor by written notice to the Owners. The ACC may designate a representative to act for it, which representative may or may not be a member of the ACC. Neither the members of the ACC, nor its designated representative, if any, shall be entitled to any compensation of any kind for services performed pursuant to this covenant.

The approval or consent of the ACC or its representative on matters properly coming before it shall be conclusive and binding on all interested persons. Any approval or permission granted by the ACC shall not be construed to constitute approval or permission by any governmental official, commission, or agency. During the construction phase, or at any other applicable time, Owner shall be solely responsible for obtaining any and all permits, applications, or other written instruments required by any private, public, or governmental agency.

Section 2: Approval by ACC. No buildings, structures, or other improvements shall be erected, placed or altered on any Tract until the construction plans and specifications and site plan, showing the location thereof, have been approved in writing by the ACC. No substantial alteration or renovation of the exterior of any home or outbuilding situated on a Tract shall be performed without receiving ACC approval of the same. All ACC actions or decisions shall be by a majority vote. A site plan and the construction plans and specifications must be submitted by the Owner to the ACC for approval at least thirty days in advance of any planned construction. The Owner's general construction contractor, for the erection or placement of any buildings, structures, or other improvements shall be subject to the approval of the ACC, which approval shall not be unreasonably denied. The ACC reserves the right to require the Owner to submit such other, additional information which it deems necessary for its determination. The ACC shall consider each plan as to quality of workmanship and materials described, harmony of the exterior construction materials, designs and colors with existing structures, location with respect to topography and finish grade elevations, and conformance with these Covenants. The ACC shall



advise the Owner in writing of its decision within thirty (30) days of the receipt of the plans and submission of all additional information required by the ACC. In the event the ACC disapproves of any submitted plans, the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in achieving an acceptable submittal. The denial of any submission shall be accompanied with a written statement of the basis for the denial. In the event the ACC or its designated representative, fails to approve or disapprove any such plan so submitted within thirty (30) days after receipt of all required information and any other information which the ACC may, in writing, require of applicant, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within sixty (60) days from the commencement of construction, such approval will not be required and this covenant will be deemed to have been fully complied with. In the event that any construction is commenced without having first secured ACC approval, the ACC and/or any Owner may institute an action to enjoin such construction until ACC approval has been granted. No such suit may be commenced after any such unapproved construction has been completed. The prevailing party in any such injunction shall be entitled to recover its/his/her/their attorneys' fees and costs of such action.

All notices to the ACC required herein shall be sent to:

Architectural Control Committee – LITTLE BEAR ESTATES
c/o West Slope Development Company
ATTN: Larry Sutherland
6106 Yellowstone Road
Cheyenne, WY 82009

or such other address and contact information as the ACC from time to time designates upon written notice to the Owners.

Section 3: Variances. The ACC shall have full power and authority to grant a variance from these Covenants in order to prevent undue hardship to any Owner. Any variance granted will be binding on the Owners, does not set precedent for other variances and does not constitute an automatic similar variance for any other Tracts.

Section 4: Waiver. Approval or permission granted by the ACC, or failure to provide approval or disapproval by the ACC, shall not constitute a waiver of the rights of any Owner to otherwise enforce the provisions of these Covenants. Obtaining permits or other approvals required by any public official or governmental agency shall be the sole responsibility of the Owner, and approval or permission granted by the ACC shall not in any way be construed to mean acceptance or approval by any public official or governmental agency.

Section 5: Liability. Neither the ACC nor any member of the ACC shall be liable for, and shall be held harmless by the affected Owner(s) from, any claims, charges or damages of any nature whatsoever by reason of any action, inaction, approval or disapproval by the ACC with respect to any submission made pursuant to this Article.

**ARTICLE FIVE: PLANS AND SETBACKS**

Section 1: Plans. All plans submitted to the ACC must include, at a minimum:

- a. A Computer Aided Draft (CAD) site plan, which is scalable showing:
 - i. The location and orientation of the structure(s), well and waste water system including secondary drain/leach field, to be constructed on the Tract;
 - ii. The location, size, and materials of all roads, paths, driveways and sidewalks;
 - iii. The location of all utilities;
 - iv. The drainage on and across such Tract, including the means for allowing drainage to flow across or through any driveways;
 - v. Any other site improvements which the Owner considers to be important and which are known at the time of submission.
- b. The floor plan of the structure(s) with square footage indicated;
- c. A drawing showing the front, side, and rear exterior elevations of all structures;
- d. A description on the drawings or on a separate specification sheet of the type and color of all exterior finishes and materials and roofing materials;
- e. Such other information as the ACC may reasonably request.

Section 2: Setbacks and Orientation. The proposed location and orientation of the improvements upon a Tract are important factors considered by the ACC. The ACC will generally consider and take into account, among other things, the topography of the Tract, the views, and the desire to maintain a maximum degree of symmetry, harmony and balance among all improvements situated within the Subdivision in reaching its decision. Each site plan shall be evaluated and approved by the ACC on a case by case basis rather than attempting to specify detailed requirements for the location and orientation of improvements. As a general rule, however, the following minimum criteria shall apply subject to the case-by-case evaluation during the approval process:

- a. *Setbacks*. With respect to the location of any and all structures on a Tract, the following minimum setbacks shall be required in relation to the front, rear, and side property lines: The minimum setback from the front of all Tracts shall be no less than seventy-five (75) feet. The minimum setback from both sides of all Tracts shall be no less than fifty (50) feet. The minimum setbacks from the rear of all Tracts shall be no less than seventy-five (75) feet. These setbacks shall also apply as a minimum setback as to the location of any water wells and waste water systems.
- b. *Orientation*. With respect to proper orientation of a dwelling, any dwelling should, unless otherwise approved by the ACC in writing, be situated upon a Tract so that the front elevation of the home generally faces the road from which the dwelling is accessed. The ACC may consider alternate orientations of the dwelling if it is in close proximity to a neighboring home and it maintains a maximum degree of symmetry, harmony and balance among all improvements situated on the Tract and adjoining Tracts. Additionally the ACC may consider the topography of the Tract,



which merits the orientation of a dwelling in a manner other than described in this paragraph.

Section 3: Combined Tracts. An Owner combining two (2) or more Tracts must carefully consider the placement and location of any dwelling and outbuildings to be constructed upon the combined Tracts in light of the possible future separation and sale of the combined Tracts individually. When selling individual Tracts that were previously combined, each Tract (when separated) is subject to the minimum setback requirements set forth above. An owner who has combined two (2) or more Tracts and who has constructed a dwelling on one of the Tracts and an outbuilding on the other Tract may not separate the Tracts for individual sale unless demonstrating that each Tract complies with the setbacks. Notwithstanding anything herein to the contrary, the interior property lines of combined Tracts may be disregarded and the applicable setbacks shall be computed from the exterior property lines of combined Tracts if the combined Tracts are not hereafter separated. If an Owner proposes to combine two (2) or more Tracts and the proposed improvements on the Tracts will be located in such a manner that the Tracts cannot be later separated due to the setback requirements herein, then the Owner shall formally vacate the Tract line and make the property a single Tract, which single Tract shall thereafter be treated as a single Tract for all purposes herein, including for purposes of membership in the Road Association and assessments related thereto.

ARTICLE SIX: STANDARDS RELATING TO CONSTRUCTION OF IMPROVEMENTS

Section 1: New Construction. All dwelling and outbuilding construction shall be new, on-site construction. No structure shall be moved from any location outside of the Subdivision onto any Tract within the Subdivision. No manufactured home, modular home, mobile home, trailer, or any structure of a temporary character shall be placed or used on any Tract either temporarily or permanently. However, this provision shall not restrict a building contractor or land developer from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of erecting and/or selling dwellings; provided the temporary structure is present for no more than twelve (12) months and that the ACC shall have the authority to order the removal of said temporary structure(s) whenever in its sole discretion the same have been on the premises an unreasonable length of time.

Section 2: Construction Code Requirements. All building construction shall comply with the building codes, Rules, and regulations existing in Laramie County, Wyoming. All construction and improvements shall comply with the applicable zoning laws for Laramie County, Wyoming, and, with the standards set forth in these Covenants.

Section 3: Similarity in Housing. While compatibility of residential home design is desired, the appearance of track housing is not desired unless approved by the ACC. A proposed dwelling which has an exterior elevation and design appearance substantially similar to a dwelling already existing, under construction, or previously approved for construction, may not be built in close proximity to the dwelling which already exists, is under construction, or which was previously approved for construction. "Close Proximity" is as determined by the ACC.



Section 4: Completion of Approved Construction. Once construction begins on any residence, such construction shall be completed within twelve (12) months following the date on which such construction was commenced unless otherwise approved by the ACC. The construction of all other structures, improvements or alterations approved by the ACC must be diligently pursued to completion and within the time period established by the ACC in its approval of such structure, improvement or alteration. Owners and their contractors/subcontractors are responsible for any and all damage caused to Roads within the Subdivision caused by their construction activities.

Section 5: Dwelling. Upon each Tract there may be erected one private dwelling house used for habitation of one family. In addition to the dwelling, the Owner may erect those other structures that are customary incidental to single family residential use as provided herein.

Section 6: Minimum Dwelling Size. Any single-story dwelling constructed on any Tract shall have a minimum fully enclosed ground floor area devoted to living purposes of one thousand five hundred (1,500) square feet, exclusive of porches, terraces, basement, and attached garages. Any multi-level dwelling constructed on a Tract shall have a minimum fully enclosed ground floor area devoted to living purposes of one thousand five hundred (1,500) square feet, exclusive of porches, terraces, basement, and attached garages. Berm-type homes whereby the living area is predominantly below ground, and barn-type homes, are not permitted.

Section 7: Garage. All dwellings constructed on any Tract, at the time of initial construction, shall include an attached garage with no less than three (3) car spaces and no less than seven hundred forty-eight (748) square feet or 22' x 34'.

Section 8: Accessory Structures/Outbuildings. No more than two (2) outbuildings, exclusive of the required garage set forth in Article Six, Section 7 above, shall be permitted on any Tract. Outbuilding is intended to mean and include accessory buildings or structures that are detached from the principal dwelling, and which are customarily incidental and subordinate to the principal dwelling and use of the Tract as a single family residence, such as a private garage, shop, barn, or shed. All outbuildings shall have a minimum roof pitch of 4/12. The maximum height of any outbuilding, at its highest point, shall not exceed twenty-five (25) feet from the lowest point of the finished grade. No single outbuilding shall exceed a total footprint area of three thousand two hundred (3,200) square feet, exclusive of porches, shed roofs, carports and lean-tos which may be constructed with and attached to the outbuilding. The total footprint of all outbuildings shall not exceed five thousand six hundred (5,600) square feet. All of the outbuildings shall be compatible in design and color scheme to the dwelling. Engineered, pre-fabricated outbuildings are permissible so long as they comply with all other requirements of these Covenants. Any plan for an outbuilding must be submitted to and approved by the ACC. The distance and location of any outbuilding in relation to the dwelling must be approved by the ACC, the intent being that the respective outbuilding must be appropriately integrated with the dwelling. Outbuildings cannot be built prior to home construction.

Section 9: Exterior Appearance. Unless otherwise approved in writing by the ACC, dwellings and outbuildings shall be compatible with the natural surroundings as determined by the ACC. Dwellings shall not have less than twenty-five percent (25%) of the entire exterior elevation surface (exclusive of doors, windows, garage door openings; inclusive of fireplace chimneys)



covered with color appropriate natural stone, precast stone or brick, DryVit, or stucco, or fifty percent (50%) of the front exterior elevation covered with color appropriate natural stone, precast stone or brick, DryVit, or stucco, or as otherwise approved by the ACC. The ACC will take into account the style of the home to be built and the outside rendering provided with the plan to make a determination that may be different from these general requirements. The exterior of all outbuildings, including all materials to be used, colors and finishes, shall be of similar colors to the primary dwelling, and must be approved by the ACC.

Section 10: Roofs. All roofs shall be rustic, of earth colored tile, shingles, shakes or similar appearing material. Metal roofs are not allowed on primary residences. White and gray roofs are not allowed. Roofing material must be of a minimum quality threshold of at least laminated asphalt shingles with a minimum thirty (30) year manufacturer warranty. All roofing must be approved by the ACC. The roofs of any outbuildings must match, as close as possible, the color of the roof of the dwelling, it being understood that outbuildings may have metal roofs.

Section 11: Rebuilding or Restoration. If any dwelling or outbuilding is destroyed in whole or part, it must be rebuilt or all debris must be removed and the Tract restored to a sightly condition. Any such rebuilding or restoration must be commenced within three (3) months after the damage or destruction occurs and, thereafter, diligently pursued to completion within a reasonable time not to exceed twelve (12) months from the date the damage occurred unless a longer period is otherwise approved by the ACC due to weather or unusual circumstances.

Section 12: Fencing. Any fencing erected is subject to the approval of the ACC. Fencing erected around the perimeter of a Tract may be made out of wire (but not barbed wire), cedar, metal, vinyl, or another similar product approved by the ACC. If a fence is erected to create a yard inside of the Tract the fence must be made out of cedar or vinyl. Chain link, snow fence, barbed wire or similar products are prohibited. Owners must keep fencing in a state of good repair and must promptly remove any accumulation of trash and/or debris against the same.

Section 13: Septic Tanks. Sewage shall be disposed of only by and through public sewage system or a septic system of adequate dimensions and capacity and of a type approved by an agency of the State of Wyoming(e.g. Wyoming Department of Environmental Quality) and/or its political subdivisions(e.g. Laramie County) having jurisdiction over the same. Buildings and other improvements must be located on the Tract such that there exists adequate area for proper dimensions and setbacks for a complete septic system and an area designated as the location that can be utilized, if necessary, as a secondary drain/leach field location. No sewage, waste water, trash, garbage or other debris shall be emptied, discharged or permitted to drain into any body of water or natural drainage in or adjacent to the above-described real property. No outside toilets or privies shall be permitted on any Tract All toilet facilities must be a part of a dwelling or outbuilding, and shall be of a modern flush-type and connected with a public sewage system or proper septic system.

Section 14: Water Wells. New water wells must be permitted by the Wyoming State Engineer, and must comply with all applicable regulations of the State of Wyoming and Laramie County. New water wells must be located a minimum of fifty (50) feet from any Tract boundary line.



Section 15: Drainage; Flood Plain. All drainage from any Tract, dwelling unit, and/or driveway shall be directed toward existing water drainage courses and away from neighboring Tracts (except to the extent that neighboring Tracts contain drainage easements). No building, landscaping or other site improvements shall be allowed to interfere with the natural or designed drainage patterns that exist through the Subdivision as a whole, including the Drainage Easements. Tracts 9, 10, 11, 13, 32, 33 and 34 have a portion of the FEMA 100 Year Flood Plain within them and actual survey elevation stakes will be placed on those Tracts which will increase the actual building envelope from that shown on the Final Plat.

Section 16: Drive Approaches. All Tracts shall have a minimum of one (1), but in no event more than two (2), Drive Approach(es) to access the Tract. Drive Approaches within any subdivision road right-of-way shall be constructed to the following standards: Approaches shall be designed and constructed in a manner and with appropriate slope to drain away from the road; The width shall be no less than fifteen (15) feet; The length shall extend from the edge of the road into the Owner's Tract no less than twenty (20) feet; The radius return fillets to the road shall be no less than thirty (30) feet diameter; a storm drain shall be installed and have a pipe diameter of no less than 18", and length of no less than fifty feet (50'). The requirement to install storm water pipe shall be determined by the ACC, based on the Owner's desired location of the Drive Approach to ensure continuation of storm water flows. All Drive Approach locations and designs are subject to the approval of the ACC. Driveway approaches must be paved or concrete from the existing road.

ARTICLE SEVEN: GENERAL LOT USE STANDARDS AND RESTRICTIONS

Section 1: Further Subdivision. No Tract within the Subdivision may be further divided.

Section 2: Easements and Rights of Ways. In addition to all easements and rights-of-way of record at or before the recording of this Declaration, the Property and all portions thereof, shall be subject to the easements as shown on the Final Plat affecting the Property, or any portion thereof. In addition, each Owner shall allow the ACC and its members access across and upon such Owner's Tract for purposes consistent with this Declaration. Easements and rights of way as shown on the Final Plat are hereby published, declared and reserved, for the benefit of each Tract, across, under and through the aforesaid real property for drainage, ingress and egress to and from the public ways, and utilities. Upon the completion of any disturbance related to the construction, maintenance, repair or removal of any utilities, all disturbances should be reclaimed within one (1) year.

- a. Drainage Easements. The Declarant hereby publishes and declares that there shall be now and hereafter perpetual, non-exclusive easements over and upon Tracts 1, 27, 39, 22, 23 and 42 for purposes of permitting the proper flow of surface water towards public drainage facilities as shown on the Drainage Easement Exhibits attached hereto as **Exhibits A-1 through A-6** (the "Drainage Areas"). Notwithstanding anything to the contrary in this Declaration, the Owners may install or construct fencing or landscaping over, across, or upon such Tracts, provided that such installation or construction does not result in material interruption or interference with the existing storm water drainage across and from such Tracts.



- b. Utilities Easements. The Declarant hereby publishes and declares that there shall be now and hereafter a perpetual, non-exclusive easement over, upon, and under all of the Tracts as shown on the Final Plat (the "Utility Areas") for purposes of constructing, installing, tying into, repairing, maintaining, using, and replacing from time to time facilities used primarily for delivering to the Tracts and the buildings thereon water, sewerage, electricity, telecommunications, cable, fiber optic, and other public and private utilities and related services, equipment, and facilities, including but not limited to wires, pipes and conduits for heating, lighting, electricity, gas, telephone, sewer, water, fiber optic or any other public or quasi-public utility service purpose, together with the right of ingress and egress at any time for the purpose of further construction, maintenance and repair; provided, however, that said easements and rights of way for service of such utilities shall be underground service and no overhead utilities shall be permitted on any of the Tracts. Notwithstanding anything to the contrary in this Declaration, the Owners may install or construct fencing or landscaping over, across, or upon the Utilities Areas, provided that such installation or construction does not result in material interruption or interference with utility service to the Tracts and structures constructed thereon.

Section 3: Quiet Enjoyment of Property. No business or activity of a noxious or offensive nature may be conducted upon any Tract, nor shall any activity be permitted on any Tract which may be or may become a nuisance or annoyance to the neighborhood.

Section 4: Lighting, Sounds, Odors. No noxious activity, lights, sounds or odors shall be carried on upon any Tract, including but not limited to the following:

- c. If night lighting is installed on any Tract, the Owner shall only install lighting which does not disrupt the dark skies over the Subdivision. No lights shall be emitted from the property which is unreasonably bright or causes unreasonable glare, or which casts upon the property of another. All yard or area lighting shall be shielded and face downward, away from neighboring properties and roads.
- d. No sound shall be emitted from any Tract which is unreasonably loud or annoying. The Tract sizes are established and the setback distances have been fixed so as to limit the likelihood of occupants of one Tract bothering the occupants of another Tract. So far as reasonably possible, each occupant will curtail noisy activities so as to be relatively inaudible to the neighbors.

Section 5: Maintenance. The entire Tract including improvements thereon, shall be kept and maintained by the Owner and all occupants thereof in a clean, safe, attractive and sightly condition and in good repair. No-scrap lumber, clippings, waste metals, bulk materials, refuse, trash, or debris shall be kept upon the Tract. Building materials shall be neatly stacked and covered so as not to be visible from the road. Firewood and posts will be neatly stacked.

Section 6: Trash and Dumping. No trash, garbage or other waste shall be kept upon any portion of any Tract except in sanitary containers (e.g. dumpsters) screened from view. **ALL**



DUMPSTERS AND OTHER RECEPTACLES OR EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION, SUITABLY SCREENED FROM VIEW OF ALL NEIGHBORS AND ALL ROADWAYS. No Tract shall be used or maintain as a dumping ground for rubbish junk, trash, junk vehicles, unlicensed vehicles, discarded appliances, pipe, wire, lumber, garbage or other waste of whatever description. Burning of waste or refuse or burning of any kind is prohibited on any Tract. No incinerators shall be constructed or installed on any Tract.

Section 7: Construction Debris. Proper containment and disposal of all construction debris shall be the responsibility of the Owners and their contractors and subcontractors. The requirement for enclosure of dumpsters or other disposal containers, set forth above, shall not apply during the construction of any residence or outbuilding on a Tract. However, during construction, it shall be the Owner's responsibility to ensure that all construction related materials, trash, waste and debris shall be contained on the Tract. All building materials must be secured and protected.

Section 8: Temporary Stays. Temporary stays in recreational tents, motor homes or campers by Owners or Owners' guests or invitees are not permitted.

Section 9: Vehicles and Equipment. Any vehicle or equipment which is stored outside must be stored in an organized manner, such as in a single-row fashion, parked behind outbuildings, or concealed by landscaping and concealed from public view when possible. There shall be no storing or parking of unlicensed or nonworking vehicles of any sort. Semis or semi-trailers are prohibited on any Tract.

Section 10: Obligation to Conceal from View. Any tanks (for the storage of water, oil, petroleum, or other fluids), pumps, solar devices, chimney flues, hot tub pumps, or any other mechanical equipment must be aesthetically concealed from view on all sides and shall be shielded in a manner so as to minimize visibility and noise. No elevated tanks of any kind shall be erected, placed or permitted on any Tract.

Section 11: Signs. No signs or billboards of any kind shall be displayed without the approval of the ACC, except:

- a. Signs as may be required by legal proceedings and governmental permitting agencies;
- b. Signs used by Declarant in connection with the development of the real property or sale of Tracts;
- c. Signs indicating that a dwelling or Tract is for sale, in which case only one sign per Tract shall be allowed; or
- d. No outdoor signs for permitted him business uses shall be posted.

Section 12: Utilities; Rebate Assessment. All electrical service, natural gas service, telephone lines, and other utilities shall be placed underground. Owners and their contractors/subcontractors are responsible to provide appropriate Cat 6 wiring inside dwellings and conduit sleeves from basement to outside dwellings to accommodate fiber optic service which is being provided to the Subdivision. The Declarant may assess the Owner of any Tract acquired from the Declarant upon which construction of a dwelling is not commenced on such Tract within five (5) years of acquisition of such Tract from the Declarant the cost of the utility rebate that would have been received by the Declarant attributable to the construction of a dwelling within



such time period ("Utility Rebate Assessment"). Declarant shall invoice the Owner for the Utility Rebate Assessment and provide reasonable documentation for the same. Such assessed amount shall be payable to the Declarant and due within thirty (30) days of Owner's receipt of such invoice. This Utility Rebate Assessment shall run with the land and shall constitute a lien against the title to any such Tract superior to and with priority over all other liens and encumbrances other than real estate taxes and governmental assessments; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Owner the purpose of which is to acquire and/or construct a residence on a Tract. The lien created hereby attaches on the due date of the invoiced Utility Rebate Assessment, and is enforceable by the Declarant in accordance with the provisions of Article Ten, Section 8 below.

Section 13: Towers and Antennas. No radio tower, television tower, cell phone tower, or beacon or any other visible construction as high as the treetops for any purpose whatsoever, shall be erected or permitted on any Tract. No antenna for private personal use, which is bigger than the roofline of the primary residence, shall be permitted.

Section 13: Satellite Dishes. Satellite dishes are permitted but must measure no more than thirty (30) inches in diameter. Satellite dishes must be located and designed to take into account adjacent Tract Owner's views and must be concealed from the views from the roadways that serve the Subdivision.

Section 14: Solar Panels & Wind Turbines. Solar collectors are permitted only with prior approval of the ACC, but in all events must be attached to the roof of the primary dwelling or outbuildings and the solar collector(s) must blend with the roofline to the-greatest extent possible. No freestanding collectors are permitted. Wind turbines are prohibited.

Section 15: Pets and Animals.

- a. *Domestic Pets.* Commonly accepted domestic companion pets may be kept provided that they are not maintained or kept for commercial purposes. All such domestic companion pets will be under the control of the Owner at all times and will not be allowed to run free off of the Owner's Tract. A maximum of four (4) domestic companion pets will be allowed to reside at each Tract; provided however, the ACC may grant a variance to an Owner who moves into a home on a Tract already owning more than the permitted number of pets until the pet(s) die or are otherwise relocated, at which time the variance shall expire and that Tract shall thereafter abide by the maximum pet numbers herein. All Owners shall ensure that any pets shall not be a nuisance to any other Owner or resident. Pet kennels and dog runs may be permitted by the ACC, but shall be screened from the view of other Tracts and roads which serve the Subdivision. No pet of any kind shall be permitted which, in the opinion of the ACC, makes an unreasonable amount of noise or odor or which is otherwise a nuisance.
- b. *Livestock-Limited Horses.* No livestock nor any grazing animal may be kept on any Tract except as follows: No more than three (3) horses may be kept on a Tract at any given time, and if so kept, shall be kept confined within an area approved by the ACC. If horses are kept on a Tract, a barn shall be installed to provide each horse with not less than one hundred fifty (150) square feet of covered space. The barn shall be



constructed prior to keeping of horses. All horses shall be exercised by the Owners and properly cared for. Horses may be turned out on the Tract, but the Tract must be fenced in a manner to retain the horses within the Tract boundaries. Grazing within the Tract must be managed so that the natural vegetation does not become damaged beyond its ability to grow (no over-grazing). The ACC has the power and authority, at any time, to give notice to the Owner that the Owner's horses must be stalled or pinned to allow sufficient time for the natural vegetation to recover. If such notice is given, the Owner must comply within forty-eight (48) hours of receipt of such notice.

- c. *4-H Type Animals (lambs, pigs, llamas, chickens, etc.).* Other animals of a 4-H type are allowed, but the total number of all hooved animals shall not exceed six (6), unless otherwise approved by the ACC. In order to keep and maintain these types of animals a membership in a club is required. In no even shall an Owner have or maintain pigs.
- d. *General.* All Owners or Tract occupants keeping livestock or pets in the Subdivision shall be strictly responsible for insuring that they are kept within their own Tracts. Any animals allowed to stray or wander beyond an Owner's boundary shall be subject to confiscation and the Owner held liable for any costs or damages sustained in connection with such animal. The Tract, specifically the area used for animals, shall at all times be maintained in a clean and sanitary condition, and no manure or feces shall be allowed to accumulate to a level that can be smelled by an adjoining Tract. No animals that are kept on a Tract shall be permitted to become a nuisance, either by noise or odor, to other Owners or residents. All animals on the Tract shall be owned by the occupant of the Tract; no Tract resident shall board animals for others.

Section 16: Removal of Materials; Excavation; Minerals. Earth or gravel shall not be removed from the surface of any Tract except for improvement or leveling on the Tract involved. No refining, quarrying or mining operations of any kind shall be permitted upon and/or in any Tract. Nor shall underground fuel tanks, excavated tunnels, mineral excavations or shafts be permitted upon and/or in any Tract. No derrick or other structure for use in boring for oil or natural gas or other mining operation may be erected, placed or permitted on any Tract, nor shall any oil, gas, petroleum or other hydrocarbon minerals be produced or extracted therefrom, nor shall any other mining or commercial or exploitative operation be conducted on any Tract.

Section 17: Discharge of Firearms or Fireworks. The discharge of any firearms or fireworks within the Subdivision is prohibited.

ARTICLE EIGHT: LANDSCAPING

Section 1: Landscaping. In order to enhance the long-term value, appearance and enjoyment of the Tracts subject to these Covenants, it is the plan for the Subdivision that trees, shrubs and other vegetation be planted on the Tracts. Installation of all required landscaping shall be completed within twelve (12) months after completion of construction of the dwelling. Landscaping shall be done so as to not have an adverse effect on access to utilities or drainage easements, and so as to not interfere with vision at roadway intersections. Landscape features shall be kept reasonably free of noxious weeds, refuse, and miscellaneous trash.



- a. *Trees.* Each Tract Owner shall plant and maintain no less than eight (8) trees of any variety which shall have the following minimum height requirements: any coniferous tree shall be no less than six (6) feet tall when planted; and any deciduous tree shall be no less than two (2) inches in diameter caliper when planted. Nothing herein shall be construed to prohibit an Owner from planting any number of trees in addition to the required eight (8) trees; any additional trees are not required to meet the minimum height requirements. Trees are to be planted in accordance with the recommendations of the Natural Resource Conservation District; equivalent agency, or consulting service as to spacing, placement and type. Irrigation systems for trees and shrubbery are required to ensure survivability. Any trees that die shall be replaced within that growing season with tree(s) of a size required when originally planted.
- b. *Turf/Yards.* All surface areas within the boundaries of a Tract not otherwise occupied by structures shall be covered with native ground cover or other grass of the Tract Owner's choice, trees, shrubs, or other landscaping elements such as rocks, wood chips, bark, or mulched or graveled material. The use of drought-resistant and/or low-maintenance grass is encouraged for purposes of a groomed lawn.

Section 2: Restoration of Site. Upon completion of any construction, the Owner shall restore any portion of the Tract so disturbed to at least its pre-construction condition, with a native turf mix or other grass of Owner's choice. If the construction is completed at a time (weather or season) which does not allow for the required landscaping to be immediately implemented, the Owner shall restore all disturbed areas with a native seed mix, and cover with hydro-mulch, straw mulch, or other approved erosion control materials so as to mitigate fugitive dust and control weeds until the site landscaping can be completed.

ARTICLE NINE: ROADS

Section 1: Roads. As indicated on the Final Plat, until such time as Laramie County may elect to dedicate the roads to the public and declare such as County roads open to the public, the interior roads within the Subdivision (the "Roads") are private roads only for the use of the Owners, their families, guests and invitees and others which may provide service to the Owners, including, but not limited to, emergency and law enforcement vehicles, delivery vehicles, access in connection with the construction and service of utilities, construction contractors and subcontractors, service providers, school transportation, mail and parcel delivery, and other traffic which is customarily associated with the service of residential neighborhoods and any use required by law. Klipstein Road will be maintained by Laramie County.

Section 2: Maintenance. The maintenance and improvement of the private roads, including snow removal, shall be borne by the Owners through the Road Association. All private roads shall be constructed, maintained, and improved as roadways sufficient for vehicular traffic, with maintenance to include, without limitation, grading, scraping, ditching, snow removal, and dust control, as necessary, in the sole discretion of the Road Association. In addition the Road Association may procure and maintain such policies of insurance as it deems necessary to insure the maintenance and improvement activities of the Road Association on the private roads. Cost of maintenance for the interior common private roads shown within the Subdivision shall be apportioned among and assessed to all Owners within the Subdivision. The Road Association may



resolve to assess each Tract for a special assessment to pay for any emergency repairs, extraordinary costs and/or any major improvements to the private roads. The Road Association shall only be required to maintain and improve the private roads in a reasonable manner. Provided, however, any costs to repair damages to any road or road right-of-way, including but not limited to off tracking of mud, damage to right-of-way reclamation, breakdown of asphalt edges, and damage to road surfaces other than ordinary wear and tear, caused by any Owner, their families, guest and invitees or others, such as construction contractors, shall be assessed to and paid for by that Owner.

Section 3: Traffic Control. The Road Association shall have no obligation, responsibility, and/or duty to police, enforce, control, or take any other action pertaining to and/or concerning the use of the private roads, nor shall the Road Association have any obligation to control or restrict such use other than to install and maintain such traffic regulation signs that it may deem appropriate.

ARTICLE TEN: ROAD ASSOCIATION

Section 1. Establishment. Declarant will incorporate a nonprofit corporation to act as a road association for the purposes of (i) promoting the common interests of its members with respect to Roads within the Subdivision, (ii) maintaining, managing and insuring common real and personal property assets with respect to the roads in, on or appurtenant to the Subdivision, and (iii) assessing its members for the costs of management of the Road Association and the Roads.

Section 2: Membership. When the Road Association is formed, all Owners, inclusive of Declarant, except the Owners of Tract 1 and Tract 4, shall automatically become members of the Road Association, and at all times so long as such Owner owns property subject to this Declaration (except Tract 1 and Tract 4), shall be a member of the Road Association, and shall be bound by the terms and conditions of these Covenants, the Articles of Incorporation, the Bylaws of the Road Association, and such rules and regulations as may be promulgated and adopted by the Road Association under the Articles and/or Bylaws. Membership shall be appurtenant to, and may not be separated from Ownership of, any Tract which is subject to assessment.

Section 3. Administration. The administration of the Road Association shall be in accordance with the provisions of these Covenants, the Articles of Incorporation, and the Bylaws of the Road Association, as may be amended from time to time. Each Owner agrees to abide by the Bylaws of the Association as the same may be amended from time to time. The Bylaws shall set forth matters such as the offices, voting, eligibility, and voting procedures. In the event of conflict between the provisions of the Bylaws and the provisions of this Declaration, the provisions of this Declaration shall prevail. To the extent permitted by law, violations of the Bylaws shall be in violation hereof and actions for compliance shall be enforceable in the same fashion as actions brought for compliance with this Declaration. The Board of Directors of the Association shall provide copies of the Bylaws to each Owner upon request. The Road Association shall pay all annual fees of a nonprofit corporation, routinely update its registered agent, and perform such other filings and requirements to keep its status in good standing and current with the Wyoming Secretary of State. The Road Association shall also file its annual tax returns.



Section 4: Assessments. The Road Association shall have the power to levy assessments and fix the amount of the assessment for the Road Association Expenses. Each Owner (other than Declarant, except as specifically set forth in subsection a. below; and except for the Owners of Tract 1 and Tract 4), by acceptance of a deed to a Tract, hereby agrees to pay to the Road Association, all assessments which may be levied by the Road Association. Tract 1 and Tract 4 are exempt from assessment for Road Association Expenses due to neither Tract 1 nor Tract 4 having access from any Road within the Subdivision. The assessment on each Tract, excluding any special assessment which may be made, shall be equal to three hundred dollars (\$300) per year; provided, however, that the amount of assessment contained herein shall be regularly reviewed by the Road Association, and may be increased as necessary to cover those costs as set forth above. Payment of assessments shall be annually, or as the Road Association may, from time to time, determine appropriate, and annual assessments shall be pro-rated to the first of the calendar year following closing on the purchase of a Tract. Notwithstanding anything herein to the contrary, Tract 1 and Tract 4 shall not be subject to assessment for Road Association Expenses due to them having no access to Roads within the Subdivision. For purposes of allocating assessments (and votes in the Association), until a Tract is initially sold or conveyed by Declarant, all Tracts which are owned by Declarant shall be considered as a single Tract.

- a. Declarant shall have no obligation to pay annual or special assessments provided for herein upon the Tracts which it owns. In lieu of Declarant paying any assessments, Declarant shall make a one-time contribution to the Road Association in the amount of three hundred dollars (\$300) at the time of closing on the sale of each Tract by the Declarant to an Owner.

Section 5: Failure to Pay Assessment. In addition to other enforcement and remedies set forth herein, any Owner which is not current on all assessment payments shall not be allowed to cast his/her vote at any meeting of the Road Association.

Section 6: Interest on Assessments. Assessments not timely paid within thirty (30) days after billed by the Road Association may accrue interest at the Road Association's election at the rate of seven percent (7%) per annum or such interest rates as are from time to time established by the Road Association (which interest shall not exceed the maximum legal interest rate allowed to be charged to an individual under the laws of the State of Wyoming then in effect). The Road Association shall have the right to establish a late charge for delinquent payments in addition to interest charges.

Section 7: Assessments to be a Lien Against Property. The obligation to pay regular and special assessments runs with the Tract and binds all future Owners of each Tract regardless of when such Owner acquired such Tract. Assessments, interest and late charges thereon, and the cost of enforcing and collecting past due assessments, including reasonable attorneys' fees of the Road Association, shall constitute a lien against the title to each Tract superior to and with priority over all other liens and encumbrances other than the Utility Rebate Assessment described in Article Seven, Section 12, real estate taxes and governmental assessments; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Owner the purpose of which is to acquire and/or construct a residence on a Tract. The lien created by these Covenants attaches on the due date of the assessment. Any delinquent balance shall survive the conveyance or foreclosure of the Tract and shall become an enforceable obligation of the person(s)



taking title to such Tract. A certificate evidencing the lien, signed by an authorized officer of the Road Association, may be filed with the County Clerk, Laramie County, Wyoming. Such certificate shall contain a description of the Tract and the name or names of the record Owner or Owners thereof and the amount of such unpaid portion of the assessments. Such statement of lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the court in an action brought to discharge such lien as hereinafter provided. In addition, the Owner of the Tract shall be personally liable for the assessments chargeable to the Tract for the period of such Owner's ownership of the Tract.

Section 8: Lien Enforcement. In the event that any Owner shall fail to make its annual or special assessment assessed by the Road Association, said assessment may be collectable and the lien created thereby enforced in an action brought before a court of competent jurisdiction. Such lien may be foreclosed in the same manner as a mortgage on real property in an action brought by the Road Association or by an authorized officer of the Road Association pursuant to the authority given to such officer by the Board of Directors of the Road Association. In any such foreclosure action, the Owner or Owners of the Tract shall be required to pay a reasonable rental for the Tract and residence thereon during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Road Association, or its agent, duly authorized by action of the Board of Directors of the Road Association, shall be entitled to become a purchaser at the foreclosure sale. In any such action brought by the Road Association, the Road Association shall be entitled to recover all costs incurred by it in such action, including, without limitation, reasonable attorneys' fees and costs.

ARTICLE ELEVEN: GENERAL PROVISIONS

Section 1: Term. These Covenants are to run with the land and shall be binding upon all Owners of Tracts and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming, after which time, said Covenants shall be automatically extended for successive periods often (10) years unless an instrument signed by three-fourths (3/4ths) of the then Owners have been recorded agreeing to terminate said Covenants in whole or in part. However, the provisions relating to maintenance of the common roads shall not be permitted to terminate with the other covenants without the prior approval of the County Commissioners of Laramie County or other governmental entity then having jurisdiction, and unless provisions are otherwise made for the continuation of said maintenance.

Section 2: Enforcement and Remedies. Enforcement of these Covenants shall be by an appropriate proceeding at law or in equity against any Owner or persons violating or attempting to violate the provisions or restrictions of these Covenants, either to restrain violations or to recover damages, or both, or for such other and further relief as may be available. The prevailing party in any such action or proceeding either to enjoin a violation or for the recovery of damages shall be entitled to recover without limitation reasonable attorneys' fees and costs of such action. 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 a different provision within these Covenants. These Covenants can be enforced by



any legal or equitable Owner, the Road Association, the ACC, or the Declarant (its successors or assigns). Although it is a right, it is neither the obligation nor the responsibility of the Declarant, ACC or Road Association to prosecute violations of these Covenants on behalf of any Owner(s). Under no circumstances shall an Owner bring any claim, demand or action against the Declarant, ACC or Road Association relating in any way to a violation of the Covenants by another Owner or failure or refusal to prosecute violations or otherwise enforce these Covenants against any Owner.

Section 3: Amendment. Declarant and Declarant's successors and assigns shall have the exclusive right, within twenty-four (24) months from the date of the recording of these Covenants in in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming, to make any changes in these Covenants which the Declarant deems, in Declarant's absolute discretion, beneficial to the Owners of the majority of the Tracts in the Subdivision and which do not alter the overall character of the Subdivision by an instrument in writing signed by the Developer. By acceptance of a deed or by entering into a purchase contract with Declarant, all Owners shall be deemed to have delegated to Declarant the power and right to make changes to the Covenants for a twenty-four (24) month period, and each Owner hereby irrevocably appoints Declarant as such Owner's attorney-in-fact to execute, deliver and record amendments to this Declaration in accordance with the foregoing, which power of attorney is hereby declared to be coupled with an interest. Otherwise, these Covenants may be amended at any time by the affirmative vote of three-fourths (3/4ths) of the then Owners. Whenever a vote of the Owners is required, an Owner of a Tract shall be entitled to one (1) vote for each Tract owned within the Subdivision. Two or more persons or entities owning a Tract (e.g., joint ownership by a husband and wife) shall collectively be entitled to one (1) vote per Tract. No amendment to this Declaration shall be effective unless it is reduced to writing in recordable form, and until it has been filed for the record with the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming.

Section 4: Benefits and Burdens. The terms and provisions contained in this Declaration shall bind and inure to the benefit of the Declarant and the Owners of the Tracts located within the Final Plat and their respective heirs, successors, personal representatives and assigns.

Section 5: Severability. Invalidation or unenforceability of any one of the provisions in this Declaration, whether by judgment, court order, or otherwise, shall in no way affect the validity or enforceability of any of the other provisions, which shall remain in full force and effect.

Section 6: No liability. The Declarant, the ACC (or any member of the ACC), the Road Association (and their directors and officers acting within the scope of their authority), or any successors or assigns of the aforementioned, shall not be liable to any Owners, their invitees, guests, agents, heirs, assigns, or any other persons, whether for use of the roads or otherwise, for any claims, charges or damages incurred, regardless of nature, extent, amount or severity, by reason of mistake in judgment, negligence or nonfeasance, or for any act or omission whatsoever arising out of or in any way related to any of the provisions set forth in these Covenants, or in the discharge, performance and/or failure to perform, any of the obligations of the Declarant, ACC or Road Association set forth herein, including but not limited to (i) approval, disapproval or failure to approve any plans, specifications or variance, (ii) the enforcement or failure to enforce any of these protective covenants against any Owner in violation thereof, or (iii) the maintenance and improvement of the Roads.



Section 7: Notice. All notices or other communications under this Declaration shall be in writing and shall be considered properly given if personally delivered, sent by U.S. certified or registered mail, or sent by nationally recognized overnight delivery service, addressed as follows: (a) for an Owner, the address of record with the Laramie County Assessor's office, (b) for the ACC, as set forth herein or otherwise specified by like notice to the Owners, and (c) for the Declarant, c/o Larry Sutherland, 6106 Yellowstone, Cheyenne, Wyoming 82009 or as otherwise specified by like notice to the Owners. All such notices and other communications will be deemed to have been given and received (i) in the case of personal delivery, on the date of delivery; (ii) in the case of being sent by U.S. mail, when deposited by registered or certified mail, with postage and charges prepaid; or (iii) in the case of delivery by nationally recognized overnight delivery service, on the business day following dispatch if delivery on such date is confirmed by the delivery service provider.

Section 8. Subordination. Except as otherwise set forth herein, any mortgage or other encumbrance affecting any Tract shall be subject to and subordinate to each and all of the provisions of this Declaration.

IN WITNESS WHEREOF, this Declaration has been executed this 28th day of June, 2021.

WEST SLOPE DEVELOPMENT
COMPANY, DECLARANT

BY: [Signature]
NAME: Larry D. Sutherland
TITLE: Attorney-in-fact

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

The foregoing "Declaration of Covenants, Conditions, Restrictions and Easements for LITTLE BEAR ESTATES" was acknowledged before me by Larry D. Sutherland, as attorney-in-fact on behalf of West Slope Development Company, this 28th day of June, 2021. Witness my hand and official seal. My commission expires: 26 January 2025



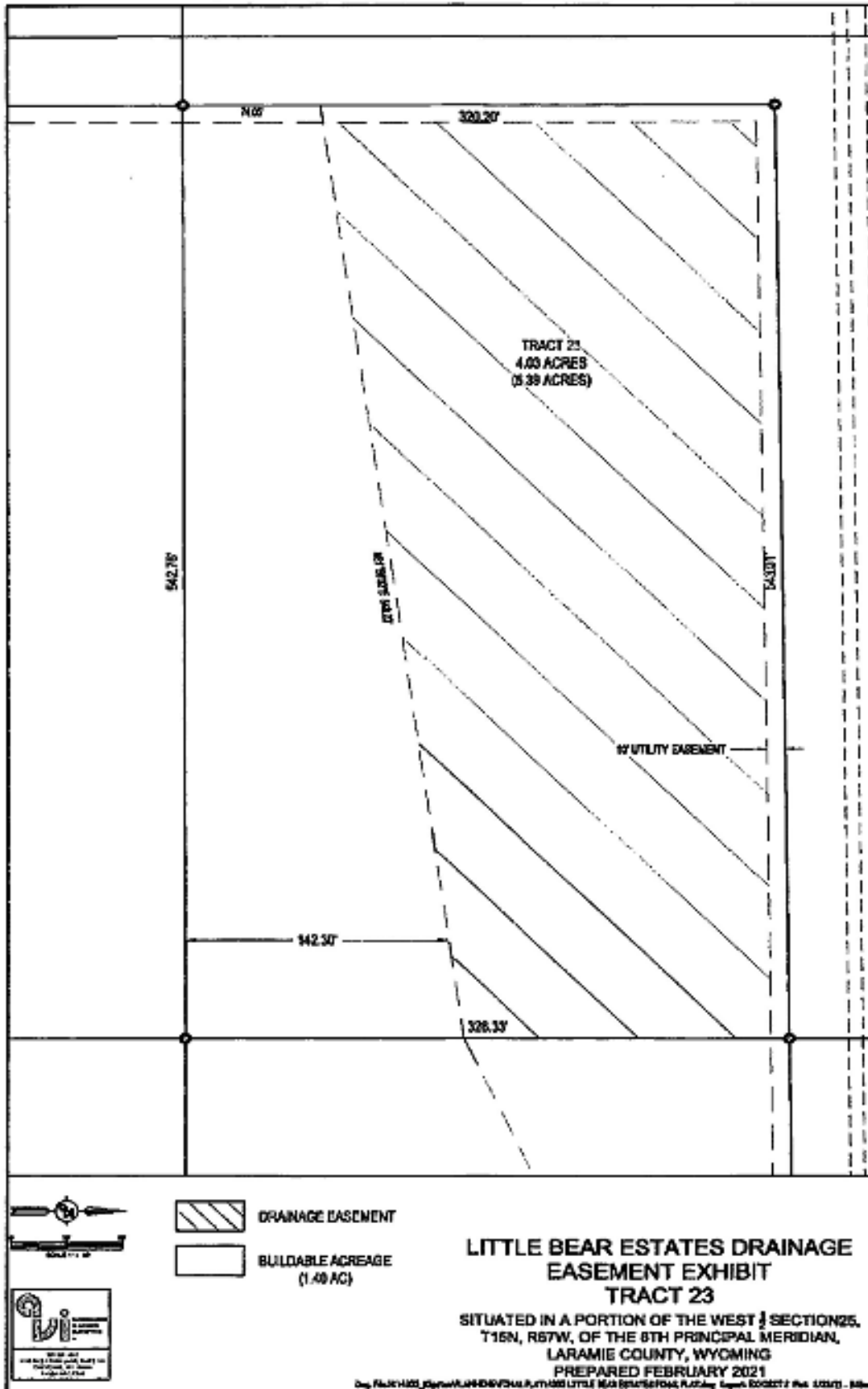
[Signature]
Notary Public



RECORDED 6/29/2021 AT 11:53 AM BK# 2742 PG# 1981
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 21 OF 25

Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 21 OF 25

EXHIBIT A2



14' UTILITY EASEMENT



DRAINAGE EASEMENT

11

BUILDABLE ACREAGE
(1.00 AC)

**LITTLE BEAR ESTATES DRAINAGE
EASEMENT EXHIBIT
TRACT 23**

SITUATED IN A PORTION OF THE WEST 1/2 SECTION 25,
T16N, R67W, OF THE 8TH PRINCIPAL MERIDIAN,
LARAMIE COUNTY, WYOMING
PREPARED FEBRUARY 2021

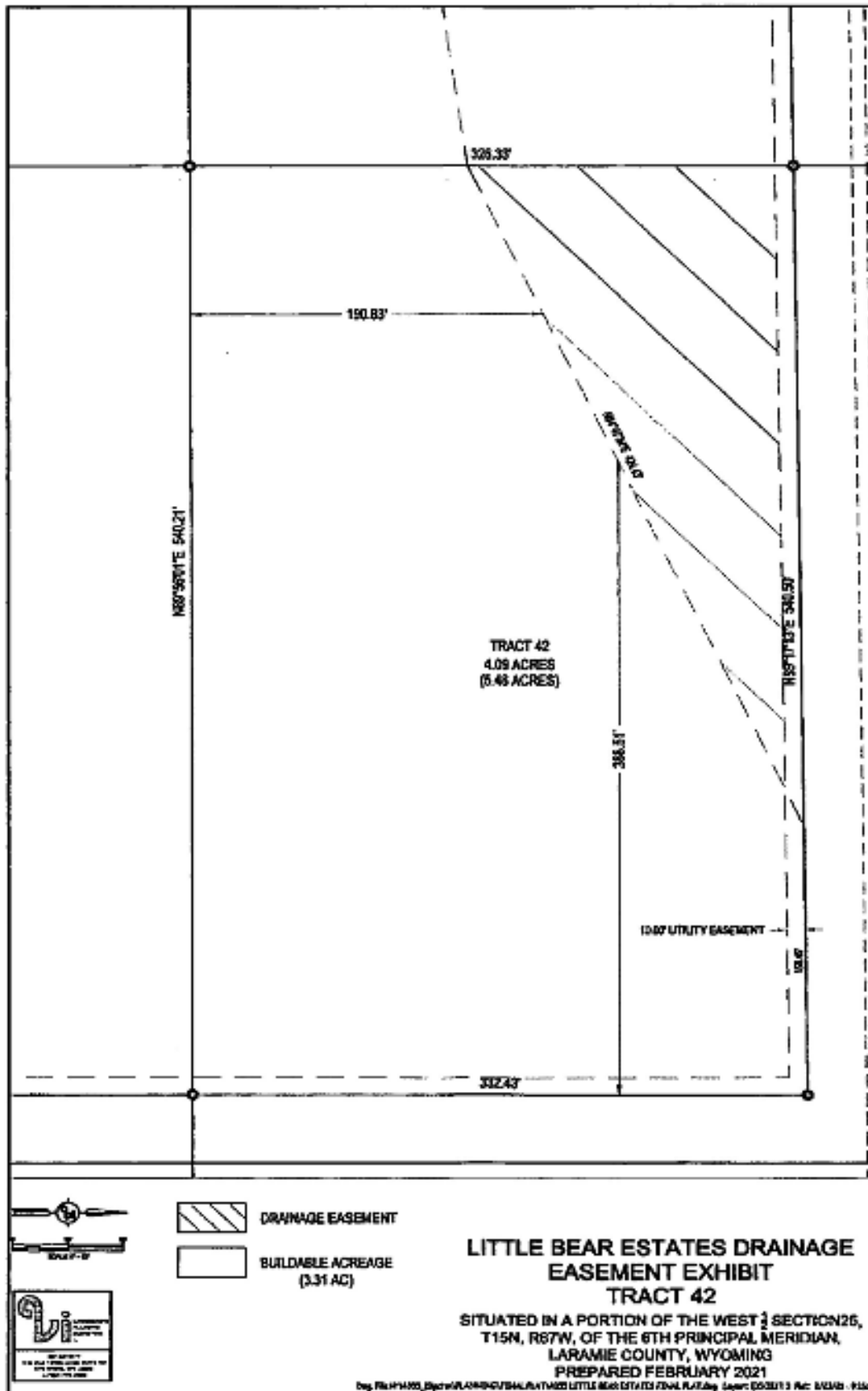
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RECP #: 813725

RECORDED 6/29/2021 AT 11:53 AM BK# 2742 PG# 1982
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 22 OF 25

EXHIBIT A3

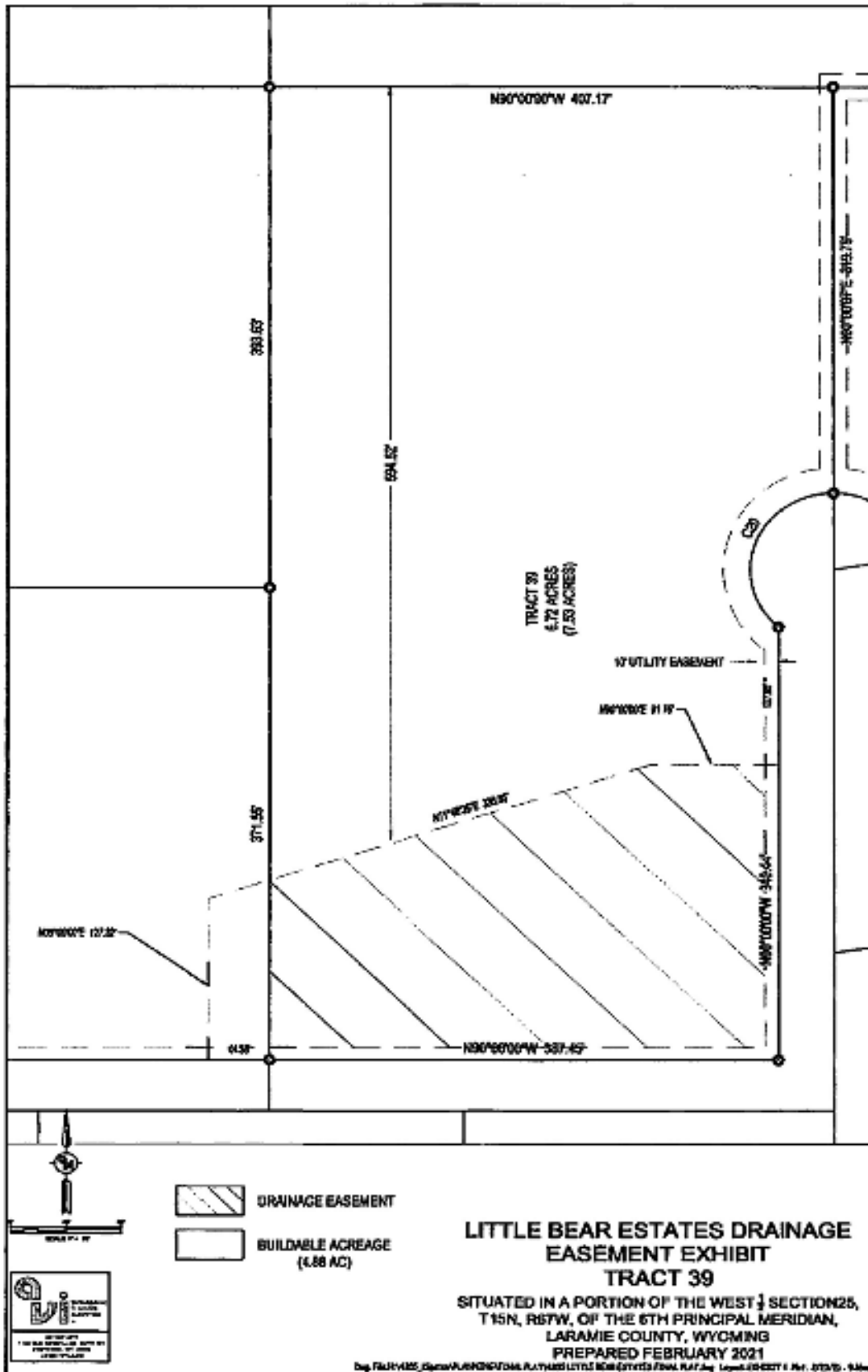




RECP #: 813725

RECORDED 6/29/2021 AT 11:53 AM BK# 2742 PG# 1983
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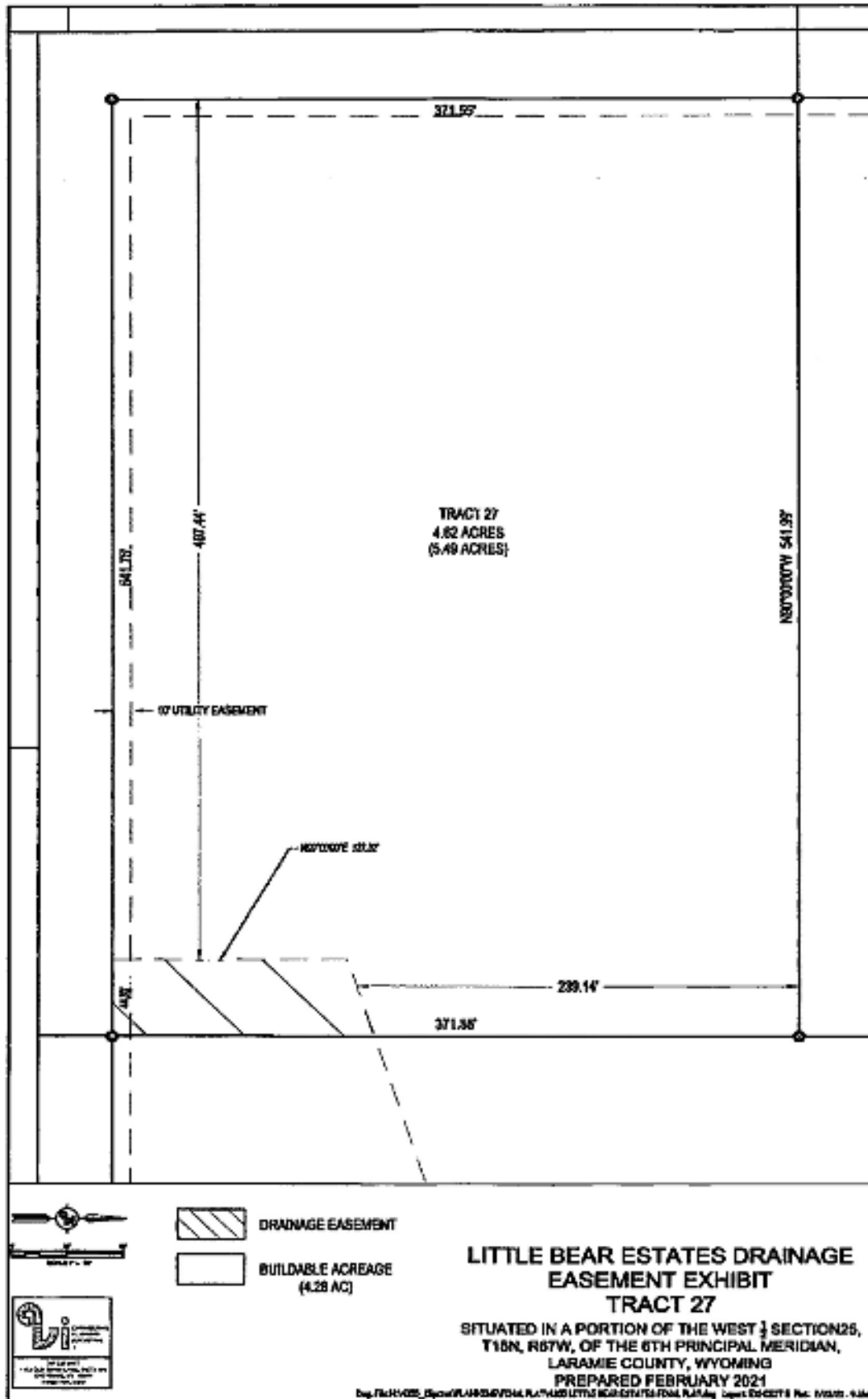
EXHIBIT A4





RECORDED 6/29/2021 AT 11:53 AM BK# 2742 PG# 1984
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EXHIBIT A5





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EXHIBIT A6

