

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE:)

**AMENDMENT TO AND RESTATEMENT OF
DECLARATION OF PROTECTIVE COVENANTS
FOR
ROCKING STAR RANCH**

WHEREAS, Star Ranches, Inc., a Wyoming corporation, and Lucky Star, Inc., a Wyoming corporation, as of the date hereof are the Developers (collectively the "Developer", as that term is defined herein) of the subdivision known as ROCKING STAR RANCH; and

WHEREAS, the Developer wishes to amend and restate the Declaration of Protective Covenants for Rocking Star Ranch applicable to all of all of Tracts 1 through 184 of Rocking Star Ranch, as shown on the Final Plat of Rocking Star Ranch subdivision, recorded at Plat Cabinet 9, Slot 6, records of the Laramie County Clerk on October 10, 2006, situated in a portion of Sections 27, 28, 29, 33 & 34 lying northerly of Horse Creek Road, Township 15 North, Range 68 West of the 6th P.M., Laramie County, Wyoming, executed October 16, 2006 and recorded October 19, 2006 at Book 1975, Pages 321-345 of the records of the Laramie County Clerk, as amended by written instrument executed December 11, 2006 and recorded December 15, 2006 at Book 1983, Pages 1521-1522 of the records of the Laramie County Clerk (the "Declaration of Covenants"); and

WHEREAS, pursuant to Article XIII, Section 2 of the Declaration of Covenants, this written instrument amending the Declaration of Covenants (the "Amendment") is hereby executed by the Developer of Rocking Star Ranch during the Developer Control Period (as that term is defined in the Declaration of Covenants);

NOW THEREFORE, Star Ranches, Inc. and Lucky Star, Inc. hereby covenant, agree and make this Amendment to and Restatement of Declaration of Protective Covenants for Rocking Star Ranch, amending and restating said Declaration of Covenants as follows:

**STAR RANCHES, INC.
A Wyoming Corporation
and
LUCKY STAR, INC.
A Wyoming Corporation
to
ROCKING STAR RANCH ASSOCIATION, INC.

DECLARATION OF PROTECTIVE COVENANTS
of
ROCKING STAR RANCH**

KNOW ALL MEN BY THESE PRESENTS, that Star Ranches, Inc., a Wyoming corporation, and Lucky Star, Inc., a Wyoming corporation, collectively the Declarant, the owners in fee simple of the

real property known as Rocking Star Ranch, a subdivision of approximately 1585.92 acres situated in a portion of Sections 27, 28, 29, 33 & 34 lying northerly of Horse Creek Road, Township 15 North, Range 68 West of the 6th P.M., Laramie County, Wyoming (as more fully described on "Exhibit A" attached hereto and incorporated herein), does hereby covenant, agree and make the following Declaration of Protective Covenants of Rocking Star Ranch (the "Declaration").

ARTICLE I
INTENT AND SCOPE

1. INTENT. It is the intent of these covenants to protect and enhance the value, desirability and attraction of the property; to protect Tract Owners from development and use of other 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 insure adequate and reasonably consistent value of the Tracts and improvements; to insure and encourage the provision of adequate and suitable landscaping; and to provide for the maintenance and improvements of the Common Open Space and interior Roads of the Subdivision. The restrictions imposed by these covenants are intended to be kept to a minimum while preserving the right of Tract Owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger. It is the further intent to provide by these covenants that disturbance of the natural environment be kept to a minimum. This Declaration shall be perpetual and may not be altered or amended in any manner by Declarant, the Association or any Tract Owner or Owners, except as set forth in this Declaration.

2. SCOPE. This Declaration applies to all of Tracts 1 through 184 of Rocking Star Ranch, as shown on the Final Plat of Rocking Star Ranch subdivision, recorded at Plat Cabinet 9, Slot 6, records of the Laramie County Clerk on October 10, 2006.

ARTICLE II
DEFINITIONS OF FREQUENTLY USED TERMS

1. "Association" shall mean Rocking Star Ranch Association, Inc., a Wyoming nonprofit corporation, organized by Declarant as the homeowners' association for the administration and enforcement of this Declaration.

2. "Association Expenses" shall mean all costs, fees and charges incurred by the Association in carrying out its powers, duties, obligations and authority, including but not limited to the following:

- (a) Any cost of correcting any breach of covenant, to the extent the Association fails to obtain reimbursement from the Owner therefor;
- (b) Any cost of prosecuting or defending any civil action relating to the Covenants and Restrictions contained in this Declaration, relating to a breach of covenant or the enforcement thereof, or relating to the indemnification of the directors and officers of the Association therefor, including but not limited to reasonable attorneys' fees and court costs; and

(c) Costs associated with the maintenance and development of a Tract purchased by the Association pursuant to Article XI, Section 8, pages 25-26.

3. "Board of Directors" or "Directors" shall mean the Board of Directors of the Association.

4. "Committee" shall mean and refer to the Architectural Control Committee as established pursuant to Article IV of this Declaration. Following the sale and development of any Residential Tracts within the Subdivision, the functions of the Committee in approving substantial alterations, fencing, activities and resolving disputes as addressed in this Declaration, may be delegated by majority vote of the Committee to the Association and shall then be controlled by vote and means specified in the applicable provision of this Declaration.

5. "Common Open Space" shall mean Tracts 24, 53, 109, 149 and 184 of Rocking Star Ranch established as a preservation area under this Declaration, and which is provided for native plant and wildlife habitat conservation, preservation of visual values, preservation of natural drainage, erosion control, Passive Recreational Use by Subdivision Tract Owners and grazing.

6. "Covenants and Restrictions" shall mean the covenants, restrictions, obligations, easements, reservations, conditions, limitations, agreements and rights set forth in this Declaration.

7. "Declarant" shall mean and refer to Star Ranches, Inc. and Lucky Star, Inc. executing this Declaration.

8. "Developer" shall mean Star Ranches, Inc. and Lucky Star, Inc., their successors and assigns, or if any such successor or assignee acquires an undeveloped portion of Tracts 1 through 184 from the Declarant for the purpose of development.

9. "Developer Control Period" shall mean the period commencing from the date hereof and ending on the date that the last Tract has transferred from Developer to another Owner in the entire development known as Rocking Star Ranch. During the Developer Control Period, the Developer reserves the right to amend this Declaration as more fully set forth in Article XIII, Section 2, page 28 hereof.

10. "Improvements" shall mean any and all improvements constructed on the Common Open Space or the Roads by Developer or by the Association as provided here, including but not limited to bus shelters/stops, mail boxes, bike racks, entrance signage and fencing, decorations, storage areas or common meeting places.

11. "Members" shall mean the members of the Association, as set forth in Article X hereof.

12. "Owner(s)" shall mean and refer to the record owner(s), whether one or more persons, of fee simple title to any Tract (or in the event of a "Contract for Deed" transaction involving any Tract, the Purchaser(s) thereunder), including the Developer, but, excluding those having such interest solely as security for the performance of any obligation, in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof.

13. "Passive Recreational Uses" includes, but is not limited to, hiking, picnicking, and other uses which do not injure or scar vegetation, promote erosion, or interfere with wildlife use or riparian areas within the Common Open Space. It does not include any use which involves a motorized vehicle of any type, other than emergency vehicles or such equipment as may be necessary to maintain the Common Open Space.

14. "Residential Tracts" shall mean all Tracts within Rocking Star Ranch other than those that are designated as the Common Open Space hereunder.

15. "Road" or "Roads" shall mean the approximately 8.37 miles of interior roadway within the Subdivision as indicated on the recorded final plat of the Subdivision, including one mail/bus pullouts at each entrance, the maintenance and improvement (including snow removal) of which is the responsibility of the Association as set forth herein.

16. "Subdivision" shall mean all of the real property within Rocking Star Ranch subject to this Declaration (as described above in Article I, Section 2, page 2).

17. "Tract" shall mean any one of the individually numbered Tracts 1 through 184, inclusive, within the Rocking Star Ranch Subdivision situated in a portion of Sections 27, 28, 29, 33 & 34 lying northerly of Horse Creek Road, Township 15 North, Range 68 West of the 6th P.M., Laramie County, Wyoming (as more fully described on "Exhibit A" attached hereto and incorporated herein).

ARTICLE III USES AND RESTRICTIONS

1. RESTRICTIVE USE. All Residential Tracts shall be restricted by the covenants contained in this Declaration. It is intended that these Residential Tracts shall be used and occupied as residential home sites only, and that the Owners will have full enjoyment of these home sites, subject, however, to the covenants contained in this Declaration and all applicable laws and regulations.

2. NUISANCES. No billboards, junk yards, accumulations of junk, debris, trash or non-operational cars shall be maintained on any Tract. No noxious or offensive activity is permitted on any Tract within the Subdivision, as reasonably determined within the discretion of the Association. For purposes of this Section, a "nuisance" shall be construed in light of case law precedent for the State of Wyoming. Notwithstanding the aforementioned, for purposes of this Section, the following activities upon any Tract shall be deemed a nuisance per se: excessively loud noise and the activities creating the same; discharging fireworks; discharging firearms and/or hunting; operating all-terrain vehicles (ATVs), motorcycles, snowmobiles or other off-road recreational vehicles within the subdivision (except upon the public roadways if

properly licensed and observing all traffic laws or upon the Tract owned by the owner of the vehicle in a manner so as not to disturb the serenity of the area and/or leave tracks on the native turf). Snowmobiles shall not be driven across country at any time within the Subdivision.

3. COMMERCIAL ENTERPRISE. No commercial business activity other than a home occupation use in conformance with Section 4 of this Article III below may be conducted upon any Tract.

4. HOME OCCUPATIONS. Home occupations are permitted; however, nothing in this Section shall be construed to relieve any person from compliance with any and all City and/or County zoning regulations applicable to home occupations. Owners shall be responsible for determining which regulations govern such Owners' intended and actual home occupation uses and shall be responsible for complying with those regulations. In addition to, and notwithstanding anything in the City and/or County zoning regulations to the contrary, all home occupation uses within the Subdivision shall be in compliance with the following restrictions:

a. There shall be no offensive noises, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line of any Tract;

b. No storage or display of business materials, goods, supplies, or equipment, tractors and/or other heavy equipment shall be visible from the outside of any structure located on any Tract;

c. There shall be only incidental sales of stocks, supplies or products to customers and/or clients with the Subdivision; however, catalogue, internet, postal and/or telephone sales are permitted. Retail trade or any other business activity involving customer traffic on a non-incidental basis is prohibited;

d. Employees working on the site of the home occupation shall only be bonafide and full-time residents of the home dwelling situated on the Tract; and

e. Notwithstanding anything hereinabove to the contrary, the following businesses shall not be allowed as home occupations upon any Tract within the Subdivision:

i. 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: 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 the sale of engine fuels, motor oils, lubricants, grease, tires, batteries and accessories. This exclusion is not intended to prohibit an Owner from working on his/her own personal vehicle(s) – including maintenance, repair, refurbishing, rebuilding – as long as such activity is within a completely enclosed garage or outbuilding which completely screens the sight and sound of the activity from adjoining property.



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

5. **DUMPING/BURNING TRASH.** No Tract shall be used or maintained as a dumping or storage ground for rubbish or salvage, scrap, debris or junk including, but not limited to, appliances, building materials, unlicensed vehicles, vehicles which are not in running condition or vehicles, including trailers, motorcycles, snowmobiles, all-terrain vehicles, vehicles stored on trailers that are in a state of disrepair and junked cars. Trash, garbage, or other waste shall be kept only in sanitary containers. All sanitary containers, dumpsters and/or other disposal equipment shall be of the type and kind that can be removed and/or emptied on a regular basis. **On any Tract on which there is located a sanitary container, dumpster and/or other disposal equipment, such sanitary container, dumpster and/or other disposal equipment shall be enclosed on at least three (3) sides by fencing, decorative block, brick or some other material in sufficient height to conceal and/or shield the sanitary container, dumpster and/or other disposal equipment.** 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 of disposal of such material shall be kept in a clean and sanitary condition. No trash, litter or salvage items, discarded appliances or like items shall be permitted to remain visually exposed upon the premises. Owners bear the responsibility to ensure at all times that no trash, debris or material of any kind be allowed to blow off their respective Tracts.

6. **CONSTRUCTION MATERIALS, DEBRIS, ETC.** During construction, it shall be the Tract Owner's responsibility to insure that all construction related materials, trash, waste and debris shall be contained. All building materials must be secured and protected. The Tract Owner bears the responsibility to insure that at all times during or after construction no trash, debris, or material of any kind be allowed to blow or be carried off of the Tract to other Tracts, the Common Open Space, the Subdivision's Roads or other public or private roadways or onto other properties.

7. **DRIVEWAY AND INDIVIDUAL TRACT ACCESS.** Individual Tract access approaches and driveways for vehicular traffic onto a Tract must be installed prior to the commencement of any construction upon said Tract in order to protect the shoulders of the road and the natural turf. The approach must be permitted and built to county standards for Laramie County, Wyoming. Owners shall direct all vehicular traffic, for construction purposes or otherwise, to enter and exit only upon said approach and to use one path leading to and from the construction site in order to protect and preserve the native ground cover. **CONSTRUCTION ON ANY TRACT WITHIN THE SUBDIVISION SHALL NOT COMMENCE UNTIL SUCH TIME AS THE ROAD, APPROACH AND/OR DRIVE LEADING TO ANY SUCH TRACT HAVE BEEN BUILT AND FINISHED. IN ADDITION, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ON ANY TRACT WITHIN THE SUBDIVISION, INCLUDING EXCAVATION, THE TRACT OWNER, HIS SUCCESSORS AND ASSIGNS, SHALL BUILD AND FINISH A DRIVEWAY TO SUCH**

TRACT, INCLUDING THE INSTALLATION OR NECESSARY CULVERTS AND PLACEMENT OF ROAD BASE MATERIAL IN AND UPON SUCH DRIVEWAY, AS PROVIDED HEREIN.

Individual Tract approaches and driveways which connect the primary dwelling to the Subdivision Roads shall be constructed with a minimum surface five inch (5") depth of Grading W type road base gravel or if Tract is off a paved interior Road, that approach must also be paved. Individual access driveway approaches, defined as that portion of the access driveway which exists within the public road right-of-way, shall include the installation of a properly sized drainage culvert as determined by Laramie County.

The described access approach and driveway must be constructed as the first Tract improvement and before any other construction shall be allowed to begin.

8. SEPTIC SYSTEMS. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and/or of a type approved by the Laramie County Department of Environmental Health. Every Tract Owner and/or their contractor must design and position the primary dwelling and other improvements on the Tract such that there exists adequate area for proper dimensions and distance separations for a complete septic system and an area designated as the location which can be utilized. To prevent nitrate contamination, each septic system must be installed at a depth that is equal to or lower than the water well elevation for the Tract

Each Tract Owner and/or their contractor must perform a percolation test at the site of the proposed drain field, and to provide the percolation test results to the Laramie County Department of Environmental Health. Application must be made to and a permit received from the Laramie County Department of Environmental Health for each septic system prior to the installation of any septic system

No sewage, waste, wastewater, trash, garbage, debris, oil, gasoline or other hazardous chemicals or materials shall be emptied, discharged or permitted to drain into any drainage way in or adjacent to the Subdivision. All toilet facilities must be a part of the residence or garage/outbuilding and shall be of a modern flush type and connected to a proper septic tank system, except for temporary, self-contained toilet facilities utilized during construction.

9. WATER WELLS. It is required that wells for potable water supply be extended to a minimum total depth of 650 feet and screened within the confined zone of the High Plains aquifer. Wells shall be completed with the top of the uppermost screened interval at least 100 feet below the static water level and within the confined zone of the High Plains aquifer. The wells shall be screened for a minimum length of 60 feet within water bearing zones of the White River Foundation. The well annulus shall be completed with a suitable seal that extends for a distance of ten (10) feet below the top of the confining member of the White River Foundation. Additionally, the annular space above the seal to the ground surface shall be filled with an impermeable neat cement or concrete grout. Water wells shall be located a minimum of twenty-five (25) feet from any property line. All wells must be permitted by the Wyoming State Engineer and otherwise constructed in

accordance with the Wyoming State Engineer's Office Rules and Regulations and water well construction standards.

10. PETS AND ANIMALS.

a. Domestic Pets. A maximum of four (4) commonly accepted domestic pets (not including horses) may be kept on any Tract provided they are not maintained or kept for commercial purposes. All such domestic pets will be under the control of the Owner at all times and will not be allowed to run free off of Owner's Tract. All Tract Owners shall insure that any pets kept by such Owner shall not be a nuisance to any other Tract Owner or resident. No animal of any kind shall be permitted which, in the opinion of the Association makes an unreasonable amount of noise or odor or which is a nuisance.

b. Horses of Llamas. Horses and/or llamas shall be permitted on all Tracts within the Subdivision subject to the following conditions and requirements. No more than two (2) horses and/or llamas, collectively, may be kept for recreational purposes on each Tract. This number may be exceeded by one (1) horse or llama only in the event of the birth of an offspring, however, this exception shall expire after one hundred eighty (180) days. In any case where an Owner elects to have a horse and/or llama upon the Tracts permitted, adequate barn/stable facilities and adequate non-grazing feeding arrangements must first be demonstrated and approved by the Committee. Under no circumstances shall extreme and/or severe grazing be permitted. The operating of commercial riding stables and/or arenas is prohibited. Any Tract Owner who keeps horses and/or llamas on a Tract shall provide sufficient fencing, corrals and structures to provide for the well-being of the animals. Any such fencing, corrals and structures must be approved by the Committee. Approved barns/stables and/or corrals shall be maintained in compliance with all lawful sanitary regulations. Riding arenas that necessitate the tilling of the soil for the arena bed must be approved by the Committee and shall be evaluated in terms of the size of the proposed arena to be tilled and the location of the particular Tract.

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

11. VEHICLES. No vehicles except private passenger automobiles, light-duty trucks and vans and recreational-type vehicles shall be parked or stored on any Tract or Road of the Subdivision. No semi-trailers or semi-trailer tractors shall be parked or stored on any Tract or Road of the Subdivision. Vehicles that are not in running condition or are in a state of disrepair shall not be parked on a Tract or on the road in front of a residence or on the front driveway or anywhere within the Subdivision for any extended length of time or as a repeated practice. No vehicles, trailers, or vehicular equipment shall be habitually parked along any of the Roads within the Subdivision. Owners of camp trailers, horse trailers, boats and boat trailers and any recreational

vehicles larger than light-duty pickups and vans shall park such vehicles away from the general view of adjacent Tract Owners and away from the roadway of any residence. All vehicles parked or stored on a Tract must be owned by and registered to the respective Tract Owner(s) or resident of the home site on such Tract.

12. **MINERALS/EXCAVATION.** No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon, in and/or under any Tract, Nor shall underground fuel tanks, excavated tunnels, mineral excavations or shafts be permitted upon, in and/or under any Tract.

13. **UNDERGROUND UTILITIES.** All utility lines from the easement to the structure shall be underground and the responsibility of the Tract Owner, builder and/or the utility company. All utility (gas and electrical) user agreements and assessments pertaining to the development of the individual Tracts, and the charges and restrictions contained therein, shall be the responsibility of the individual Tract Owners, respectively. Notwithstanding the above, if construction of a residence is not commenced and substantially completed upon a Tract within five (5) years from the date such Tract is conveyed from Developer to a third party, any gas and/or electric utility rebates attributable to such Tract shall be paid by the Tract Owner to the Developer.

14. **FENCING.** Fencing on each Tract shall comply with the following specifications:

a. Privacy/Boundary/Snow Fencing. Privacy and/or boundary fencing shall be permitted subject to Committee approval. Boundary fencings shall not include barbed wire, sheep wire or steel T-Posts unless specifically approved by the Committee. All fences except those which immediately surround a dwelling or a small yard shall meet Wyoming Department of Game and Fish standards so as to not adversely affect the movement of wildlife. It is the responsibility of the Owner to adequately and appropriately provide fencing for any animals pursuant to Article III, Section 10, page 8. The Owner shall keep fencing in state of good repair and shall promptly remove any accumulation of trash and/or debris against the same. Any snow and/or wind fencing shall be utilized on a seasonal basis only and shall not be erected before October 1st and shall be removed before June 1st of any calendar year.

b. Animal Containment Fencing. For purposes of containing animals pursuant to Article III, Section 10, page 8, fencing may be used for animal containment and may include smooth wire, sheep wire, wood posts and any other similar materials on the interior of the Tract.

15. **TEMPORARY STRUCTURES.** No structure of a temporary character (such as a tent, shack, barrack, garage, barn or other outbuilding) shall be used on any Tract as a family dwelling, either temporarily or permanently. Approval for a storage shed may be requested of the Committee.

16. **SIGNS.** No sign of any kind shall displayed to the public view on any Tract except as follows: (i) Signs advertising the initial offering of Rocking Star Ranch; (ii) One sign of not more than five (5) square feet advertising a Tract for sale or rent; and (iii) Signs of no more than thirty-two



(32) square feet each used by a builder to advertise the property during the construction period of a residence only.

17. SINGLE FAMILY HOMESITES/FURTHER DIVISION RESTRICTION. No structure other than one private single-family dwelling together with a private garage and/or appropriate outbuildings and provided for herein shall be erected, placed or permitted to remain on any of the Tracts. **No Tract within the Subdivision may be further divided into smaller Tracts.**

18. ANTENNAS AND SATELLITE DISHES. One (1) television antenna (and/or specialty antenna utilized for purposes other than television) is acceptable provided the same is less than twenty-five feet (25') in height, and which such signal shall not interfere with any neighbor. Television satellite dishes two feet (2') or less in diameter which are affixed to a home, or which are situated within twelve feet (12') of the side of a home, are acceptable without prior Committee approval.

19. MAINTENANCE OF HOMES AND IMPROVEMENTS. All Owners shall maintain or provide for the maintenance of homes and improvements upon their respective Tracts. As further set forth under Article VI, Section 1.g. below, Tracts shall be kept free from noxious weeds which, in the reasonable opinion of the Committee, constitute a nuisance or are likely to spread to neighboring property.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

1. ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee (the "Committee") for the Subdivision is hereby constituted. The Committee initially shall consist of the Developer, its successors or assigns, for so long as sixty percent (60%) or less of the Residential Tracts are unsold. When sixty percent (60%) of the Residential Tracts are sold, the Committee shall thereafter consist of Developer and at least two (2) Members of the Association. The two (2) or more designees from the Association to the Committee shall be elected by majority vote of the Association at a regularly scheduled meeting with notice given to the Members at least thirty (30) days in advance that one of the purposes of the meeting will be to select designees to the Committee.

All Committee actions or decisions shall be by majority vote. The Committee may designate a representative to act for it, which representative may or may not be a member of the Committee. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to any compensation of any kind for services performed as a Committee member pursuant to this Declaration. In the event of vacancy due to the death, termination, or resignation of any Committee member, a replacement member shall be elected from among the Members if the Association.

The approval or consent of the Committee or its representative on matters properly coming before it shall be conclusive and binding on all interested persons. **Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any governmental official, commission, or agency.** During the construction

phase, or at any other applicable time, the Owner shall be solely responsible for obtaining any and all permits, applications, or other written instruments required by any private, public, or governmental agency.

Pursuant to Article II, Section 4, page 3, the Committee may delegate its functions to the Association by majority vote and all functions set forth in this Declaration for the Committee shall be performed by the Association as specified in the applicable provisions hereof.

2. **SUBMISSION TO COMMITTEE.** No home or outbuilding shall be constructed or erected on any Tract within the Subdivision until submission requirements set forth in the following Section have been complied with and the Committee has approved the submission data.

3. **SUBMISSION REQUIREMENTS.** Prior to the initial construction of a home or outbuilding, the Owner must submit the following data to the Committee:

a. A plan for the proposed home or outbuilding which shall include the following information: square footage, floor plan, drawings of exterior elevations of the structure and specifications describing the external colors and materials including the roofing material;

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

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

4. **APPROVAL STANDARDS AND PROCEDURES.** The Committee shall consider the submission data in light of the requirements, restrictions, intent and spirit of the Declaration. Approval shall be based upon, among other things: compliance with the terms provided for in Article V, pages 12 through 15 entitled "Standards Relating to Improvements"; reasonable aesthetic appeal (including colors, materials and designs); the proposed location of the home or outbuilding in relation to the topography, the Roads, and the adjacent Tracts; and conformity and harmony of the proposed home or outbuilding and/or the use of the Tract with the intent and spirit of all provisions in this Declaration.

The Committee shall inform the applicant of its decision within thirty (30) days of the submission of all the required data. In the event the Committee disapproves of any submitted plans, the Committee shall, if requested, make reasonable efforts to assist and advise the applicant in achieving an acceptable submittal. The denial of any submission shall be accompanied with a written statement of the basis for the denial.

In the event the Committee 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 Committee may, in writing, require of applicant, Committee approval will not be required. In such event, the Committee's failure to approve or reject the



application shall not constitute a waiver of the rights of the Committee, the Association or any Tract Owner to enjoin construction of any structure which does not comply with any other provision of this Declaration.

In the event that any construction is commenced upon any Tract within the Subdivision without having first secured Committee approval, the Committee and/or the Association and/or any Owner of a Tract within the Subdivision may institute an action to enjoin such construction until Committee approval has been granted. The prevailing party in any such injunction shall be entitled to recover its/his/her/their attorneys' fees and costs of such action.

Neither the Declarant, Developer, Association, Committee nor their representatives shall be liable for any claims, charges or damages of any nature whatsoever by reason of any approval or disapproval by the Committee or its representatives with respect to any submission made pursuant to this Article.

5. **RENOVATIONS.** No substantial alteration or renovation of the exterior of any home or outbuilding situated on a Tract shall be performed without receiving Committee approval of the same after complying with this Article IV.

6. **COMMENCEMENT AND COMPLETION OF APPROVED CONSTRUCTION.** Once the Committee has approved plans for construction, it is expected that construction shall commence within twelve (12) months from the date of approval. If construction has not commenced within twelve (12) months from the date of approval, said approval shall be deemed expired and the submission and approval process will have to be reinitiated. Once construction begins, any home improvements or alteration thereto approved by the Committee shall be diligently pursued to completion. All homes and other improvements on any Tract shall be substantially completed within one (1) year after commencement of construction unless the Committee establishes a longer period at the time of the approval of the construction plans.

ARTICLE V
STANDARDS RELATING TO IMPROVEMENTS

1. **NEW CONSTRUCTION.** All home construction shall be new, on-site construction. No structure shall be moved away from any location outside this subdivision onto and Tract in the Subdivision. Installation and/or erection of modular homes or "house trailers", as defined in Wyo. Stat. § 35-1-102(a)(xv), shall not be permitted on any Tract within the Subdivision. Pre-existing "stick-built" homes proposed to be relocated from other locations are also not permitted. All construction shall be new and must comply with all applicable building codes, rules, regulations and requirements; all applicable zoning laws, and the minimum building standards as set forth in this Declaration.

2. **CONSTRUCTION REQUIREMENTS.** All dwellings and improvements shall be constructed to meet the minimum requirements of each of the applicable codes and regulations in effect at the time of such construction:

- a. International Residential Code;

- b. Uniform Building Code;
- c. Uniform Plumbing Code;
- d. Uniform Mechanical Code;
- e. National Electric Code;
- f. State of Wyoming statutes for fire protection and electrical safety; and
- g. Laramie County Department of Environmental Health regulations.

3. **MINIMUM SQUARE FOOTAGE.** All single-story floor plans for the principal dwelling on any Tract must have a minimum fully enclosed ground-floor area devoted to living purposes of no less than One Thousand Four Hundred fifty (1450) square feet. Any multi-level floor plan constructed as the principal dwelling upon any Tract must have a minimum fully enclosed floor area devoted to living purposes of no less than One Thousand Eight Hundred (1800) square feet. Said minimum square footage standards are exclusive of basements, walkout basements, porches, terraces and attached garages. Berm-type homes whereby the living area is predominantly below ground are not permitted.

4. **SIMILARITY IN HOUSING.** A proposed dwelling which, within the discretion of the Committee, has an exterior elevation appearance substantially similar to a dwelling already existing, under construction or previously approved for construction, may not be built in close proximity (as the Committee determines "close proximity") to the dwelling already existing, under construction or previously approved for construction.

5. **ADDITIONAL CRITERIA FOR HOME EXTERIOR.** Unless otherwise approved by the Committee in writing, a home constructed on any Tract must have no less than twenty percent (20%) of the exterior surface covered with appropriate masonry, stone and/or dryvit® (or similar type of exterior insulated finish system), exclusive of fireplace and chimneys. Roofing materials must be approved by the Committee and may include laminated asphalt shingles with minimum twenty-five (25) year manufacturer warranty or other roofing products approved by the Committee, such as Heritage 30 Presidential or Malarky Legacy. Exterior colors of improvements on any Tract are subject to approval by the Committee; generally, and as a guideline for the Committee, earth tones and similar neutral/natural colors shall be acceptable.

6. **ATTACHED GARAGES.** All dwellings on any Tract shall have no less than a three (3) car attached garage.

7. **LOCATION AND ORIENTATION OF IMPROVEMENTS/MINIMUM BUILDING SETBACKS.** A site plan depicting the location and orientation of all proposed improvements must be submitted and approved by the Committee as provided for in Article IV hereinabove. The proposed location and orientation of improvements upon a particular Tract are important factors considered by the Committee taking into account, among other things, the topography of the particular Tract, the views, and the desire to maintain a maximum degree of symmetry, harmony, and balance among all improvements situated within the Record of Survey. Inasmuch as each Tract and the intention of each Owner for construction thereon presents a unique setting, each site-plan shall be evaluated and approved by the Committee on a case-by-case basis rather than attempting to specify detailed requirements for the location and orientation

of improvements herein. As a general rule, however, the following minimum criteria shall apply subject to the case-by-case evaluation by the Committee during the approval process:

- a. With respect to proper orientation of a home upon a Tract, any home shall (unless otherwise approved by the Committee) be situated upon a Tract so that the front elevation of the home generally faces the road from which the home is accessed. There are several Tracts which may be accessed from alternative roads. In such cases, the home may face either road subject to approval from the Committee taking into consideration, among other things, the orientation of homes in close proximity and the intent to maintain a maximum degree of symmetry, harmony and balance among all improvements situated within the Subdivision. Additionally, the Committee may consider the topography of a Tract, which merits the orientation of a home in a manner other than described in this Section.
- b. With respect to the location of improvements upon a Tract, the following minimum setbacks shall be required in relation to front, rear and side property lines:
 - i. The minimum setbacks for the front of all Tracts shall be no less than seventy-five (75) feet;
 - ii. The minimum setbacks for the sides of all Tracts shall be no less than fifty (50) feet; and
 - iii. The minimum setbacks for the rear of all Tracts shall be no less than one hundred (100) feet.
- c. Variances on the setback requirements as set forth hereinabove may be granted by the Committee on a case-by-case basis.
- d. With the exception of fencing, in all cases the aforementioned setbacks shall pertain to any and all permanent improvements of any nature including, but not limited to, wells and septic systems.
- e. An Owner may combine two or more Tracts as a homesite subject to the following considerations: An Owner combining two or more Tracts as a homesite must carefully consider the placement and location of any home dwelling, outbuildings and/or barns to be constructed upon the combined tracts in light of the possible future separation and sale of the combined Tracts individually. In these regards, when selling individual Tracts that were previously combined, each Tract (when separated) is subject to the minimum setback requirements as set forth hereinabove. Furthermore, these covenants prohibit the erection of an outbuilding and/or barn prior to the construction of a residence (see Article V, Section 8 hereinafter). Similarly, an Owner who has combined two or more Tracts as a homesite and who has constructed a home dwelling on one of the Tracts and an outbuilding and/or barn on the other Tract, may not separate the Tracts for

individual sale unless demonstrating to the satisfaction of the Committee that a residence shall also be timely constructed upon the Tract with the outbuilding and/or barn. The purpose of the preceding provision is intended to prohibit the use of an outbuilding and/or barn if the Owner does not also reside in a home dwelling upon the Tract. Notwithstanding anything hereinabove to the contrary, the interior lot lines of combined Tracts may be disregarded and the applicable setbacks shall be computed from the exterior lot lines of said combined parcel if the combined parcel is not, thereafter separated.

8. **OUTBUILDINGS/BARNES.** No more than one (1) outbuilding or barn shall be permitted on any Tract. Unless otherwise approved by the Committee in writing, the maximum size of any detached outbuilding shall be two thousand four hundred (2400) square feet and the maximum height of the sidewalls and/or eaves of any outbuilding shall be sixteen (16) feet. Unless otherwise approved by the Committee in writing outbuildings shall be in keeping with the architecture of the home.

The distance and location of an outbuilding in relation to the home and other improvements must be approved by the Committee, the intent being that the respective improvements must be appropriately integrated. As a general rule, outbuildings shall not be located in front of the front side of a residence (so as to obstruct the view of the residence from the Roads) unless approved by the Committee. Construction of any outbuilding shall not precede, but may be contemporaneous with, or subsequent to, the construction of the residence. In any event, no outbuilding may be utilized until the residence is complete and occupied.

Any plan for an outbuilding must be submitted to and approved by the Committee as provided for in Article IV herein. The Committee shall permit engineered pre-fabricated buildings subject to approval.

9. **OUTSIDE FLOOD/AREA LIGHTS.** Unless otherwise approved by the Committee as provided herein, the use of flood-lighting (halogen, helium and/or xenon) and/or automatic all-night flood/area lighting is not acceptable for use on any Tract. Upon written approval by the Committee, and on a case-by-case basis, down-lighting which is designed to shield and/or canopy to prevent the broadcast and/or disbursement of lighting to adjacent Tracts is permissible. All outdoor lighting fixtures shall be designed to shield to prevent the broadcast and/or disbursement of lighting to adjacent Tracts. This Section is not intended to otherwise prohibit other exterior lighting incidental and/or attached to homes, outbuildings and/or barns which are appropriately shielded and/or canopied.

10. **REBUILDING OR RESTORATION.** If any residence or other improvement is destroyed in whole or in part by fire, windstorm or some other cause, 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 one (1) year after the date the damage occurred unless a longer period is otherwise approved by the Committee due to unusual circumstances.

ARTICLE VI
LANDSCAPING

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

a. The Owner of any Tract within the Subdivision shall be responsible for the installation and continued maintenance of landscaping upon such Tract in at least the minimum amounts set forth herein. Unless weather conditions prevent the completion of said landscaping requirements, installation of all required landscaping shall be completed within twelve (12) months after completion of construction of the primary residence. It is the intent of these covenants that landscaping be installed to enhance such Tract, the adjoining Tracts and the Subdivision; to provide drainage and erosion control and to achieve a harmonious and integrated appearance of such Tract with the adjoining Tracts and the Subdivision.

b. Within twelve (12) months after the completion of construction of the dwelling, each Tract Owner shall plant and maintain no less than five (5) trees of any variety which shall have the following minimum height requirements; any coniferous tree shall be no less than four (4') feet tall when planted and any deciduous tree shall be no less than eight (8') feet tall when planted. Nothing herein shall be construed to prohibit an Owner from planting any number of trees less than such minimum height requirements in addition to the required five (5) trees which meet these minimum height requirements. No unsightly shelter or wind protection for trees such as used tires or wood pallets shall be permitted. Any dead tree shall be removed from the Tract and, if necessary to meet the minimum per-Tract tree requirement of five (5) trees as set forth above, shall be replaced with a tree of a height at least equal to the size of that required when originally planted.

c. In addition, landscaping and other improvements in general shall not be allowed in locations on Tracts where their presence may interfere with necessary safe distance visual requirements at road intersections or driveways.

d. No buildings, landscaping or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns which exist through the Subdivision as a whole. Any proposed changes to the Subdivision's natural or designed drainage patterns must be shown on any Tract Owner's application for approval of construction and must include a complete written definition of all proposed drainage changes.

e. Rocks and gravel may be used as an adjunct to any landscaping scheme but shall not constitute the predominate ground cover.



f. Soil immediately surrounding a homesite, which has been disturbed during the construction phases, shall be re-seeded with a native turf mix or other grass of Owner's choice within one (1) year after the completion of construction of the primary residence. Any trees or shrubs removed due to roadways, residence, outbuildings or septic systems/wells shall be replaced by "like" species of comparable size within one (1) year of construction completion. Trees, shrubs, or other landscaping elements such as rocks, wood chips, bark and mulched or graveled materials are also acceptable. The seeding and/or sodding of grass yard (for purposes of a groomed lawn), particularly in front of the main elevation of a home, are encouraged although not specifically required. The use of drought-resistant and/or low-maintenance grass is encouraged for purposes of a groomed lawn. If an Owner chooses to seed and/or sod a yard, which necessitates sprinkler irrigation, the maximum size of any yard under irrigation shall not exceed ten thousand (10,000) square feet. Drip irrigation systems for trees and/or shrubbery are permitted without restriction. An additional irrigation well drilled to the first aquifer ONLY is recommended for yard irrigation.

g. Each Owner shall take all actions necessary to control noxious weeds, as defined by the Laramie County Weed and Pest Control Board and/or the Committee or Association. Because the timing for effective control of noxious weeds is critical, if an Owner fails to respond immediately to written request for weed control from the Committee, the Committee shall have the right to contract for such control services and the company so contracted shall have the right to enter upon an such Tract to treat noxious weeds without any liability for trespass. In the event that the Committee provides for noxious weed treatment as described herein, the Owner of a Tract treated for noxious weed control shall pay all costs relating to enforcement incurred by the Committee. Noxious weed treatment shall be strictly limited to herbicides approved by the Laramie County Weed and Pest Control Board. Under no circumstance, however, shall materials or methods be utilized to control noxious weeds, which would endanger wildlife or sensitive wetland habitat on the property, or adjacent lands. Use of chemical herbicides and pesticides shall be prohibited, except for controlling noxious weeds. **Neither the Declarant, Developer, Association, Committee nor their representatives shall be liable for any claims, charges or damages of any nature whatsoever by reason of any action or inaction with respect to controlling noxious weeds upon any Tract pursuant to this Section.**

ARTICLE VII COMMON OPEN SPACE

1. **COMMON OPEN SPACE.** A total of 675.71 acres, more or less, of open space shall be part of the Final Plat for the Subdivision. Except as set forth herein, no further development or subdivision can occur on any of the 675.71 acres of open space at any time. Tracts 24, 53, 109, 149 and 184 of the Subdivision shall be the Common Open Space Tracts available for use of the Owners, their immediate family members, and their guests as set forth below. The initial design

and layout for the Common Open Space shall be developed by Developer. Landscaping may be modified by the Association as is deemed necessary to accommodate the needs of the Owners.

2. MAINTENANCE. The cost of maintenance and operating of the Common Open Space shall be included in the annual assessments set forth in this Declaration, which shall include but not be limited to the application of weed control as needed.

3. RIGHT OF ACCESS. The Common Open Space area shall be accessible only to Tract Owners, their immediate families and their guests for Passive Recreational Uses, and to emergency vehicles and/or any such vehicles as are necessary to maintain the Common Open Space.

4. RESTRICTIVE USE OF THE COMMON OPEN SPACE. Prohibited uses of and actions on the Common Open Space by Tract Owners, their immediate families and their guests include, but are not limited to:

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

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

c. Injuring or scarring vegetation, promoting erosion, or interfering with wildlife use or riparian areas of the Common Open Space other than those actions deemed appropriate by the Board of Directors of the Association necessary for healthy management of the Open Space ecosystem;

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

e. Overnight camping;

f. Entering upon the Common Open Space with construction or delivery vehicles to access Tracts. In circumstances where no other alternatives for access exist and material damage will not occur, the Association may consider granting temporary access privileges to a Member. Monetary cost to Members is not a justifiable reason for access privileges to a Member or his or her agents upon the written request of the Member. The Member must agree to indemnify and hold the Association harmless from any resulting damage or injury. The Member is responsible for all personnel costs including arborists, engineers, consultants, and any and all costs incurred for restoration of the Common Open Space to its original condition, and may, at the discretion of the Association, be required to place a deposit with the Association to ensure compliance. This Section shall not be construed to prohibit access across the Common Open Space for maintenance and emergency vehicles;

g. Use or operation of motorcycles, ATVS, and any other motorized vehicles or equipment or motorized model airplanes or model cars, EXCEPT MAINTENANCE AND EMERGENCY VEHICLES;

h. Discharging firearms or fireworks from or onto the Common Open Space and lighting sparklers, pop bottle rockets or any other incendiary device;

i. Igniting or causing any fire on the Common Open Space (fire pits, stoves or grates are not permitted), except in established picnic and/or recreational areas and/or cooking facilities built and maintained by the Association;

j. Any activity or conduct that has any potential of damaging the Common Open Space, its plants or animals, its riparian or wetland areas or that may cause noise or disruption to Members;

k. Discharging and/or use of any firearms within the Common Open Space including without limitation rifles, pistols, shotguns, pellet guns, B-B guns or any other device of like kind and/or nature;

l. Hunting or harvesting of any animal of any kind, type or nature, from within the Common Open Space or as may cross through or over the Common Open Space; and/or

m. Grazing of animals may be permitted upon approval of the Association.

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

6. SIGNS. Except for signs installed by the Association at such places along the boundary of the Common Open Space that identify the Common Open Space and its exclusive use and control by the Association and its Members, no sign of any kind shall be permitted on the Common Open Space without Association approval.

7. PETS AND ANIMALS. Commonly accepted domestic pets may be permitted on the Common Open Space only when on a leash and/or under the control of a Tract Owner, a member of the Tract Owner's family or the invited guest of a Tract Owner.. All domestic pet waste must be collected and properly disposed of.

8. FENCING. No fencing of any sort beyond that exterior boundary fencing originally installed by Developer or fencing installed by the Board of Directors of the Association shall be permitted on the Common Open Space.

9. FIRE SUPPRESSION SYSTEMS. The Association shall maintain and manage two (2) fire suppression systems upon the Common Open Space, and shall replenish and supply water to any such fire suppression system within forty-eight (48) hours of use of any fire suppression system if such system was used in connection with fire within the Subdivision.

In the event that any person enters the Common Open Space without the authority granted herein, the Association may pursue all remedies available to any landowner under Wyoming law, including, but not limited to charges of and/or complaints of trespass, nuisance and damages. The prevailing party in any such action or proceeding provided above 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.

ARTICLE VIII ROADS

1. ROADS. As indicated on the plat of the Subdivision, the interior Roads within the Subdivision shall be publicly dedicated rights-or-way for the use of the general public, governments of the United States of America, the State of Wyoming, Laramie County, the City of Cheyenne and their respective divisions and departments and for the use by the Tract Owners of the Subdivision and their families, guests, and invitees. **NOTWITHSTANDING SUCH PUBLIC DEDICATION OF THE ROADS, THE MAINTENANCE AND IMPROVEMENTS OF THE ROADS, INCLUDING SNOW REMOVAL, IS NOT A PUBLIC RESPONSIBILITY, BUT SHALL BE BORNE BY THE ASSOCIATION AS SET FORTH HEREIN.**

2. INITIAL CONSTRUCTION and MAINTENANCE. All Roads shall initially be constructed, maintained and improved as needed or deemed necessary by Developer as gravel and paved roadways sufficient for vehicular traffic, with maintenance to include, without limitation, grazing, blading, scraping, ditching, snow removal, sealing, striping, re-paving and re-graveling, as necessary, in the sole discretion of the Association.

3. CONTINUED MAINTENANCE. All Roads shall be maintained by the Association pursuant to this Declaration. All Tract Owners are required to be members of Association and all Tracts are encumbered by this Declaration. The Association shall assess all Tracts equally for the costs of insurance, maintenance and improvement of the Roads and shall have the power to impose and enforce liens against Tracts for such unpaid assessments. In addition, the Association shall procure and maintain such policies of insurance as it deems necessary to insure the maintenance and improvement activities of the Association for the Roads within the Subdivision.

4. REGULATION. The Declarant, Developer or 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 Roads nor shall the Association have any obligation to control or restrict such use other than to install and maintain such traffic regulations signs that may be required by governmental authorities. The Association shall only be required to maintain and improve the Roads in a reasonable manner as provided herein and at the sole discretion of the Association.

ARTICLE IX
EASEMENTS

1. **IN GENERAL.** Easements for installation and maintenance of utilities and drainage facilities are hereby reserved in this Subdivision as shown on public record, together with the right of ingress and egress at any time for the purpose of construction and repair. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each Tract and all improvements on it shall not be construed to prevent an Owner from constructing a fence as provided elsewhere herein. In addition, each Owner shall allow the Association and its agents and employees access across and upon the Tract of the Owner for purposes consistent with this Declaration.

2. **FIRE SUPPRESSION CISTERNS.** Easements for the location and installation of two (2) fire suppression cisterns within the Subdivision, together with the right of ingress and egress thereto for access, installation, maintenance and any other use consistent with such cisterns, shall be reserved over, across and upon the Common Open Space and any other Tracts as necessary.

3. **ROADS.** All road easements within the Subdivision are for the use of the general public, governments of the United States of America, the State of Wyoming, Laramie County, the City of Cheyenne and their respective divisions and departments, Tract Owners and their guests, emergency and law enforcement vehicles, delivery vehicles, access in connection with the construction and service of the Improvements, utilities, construction contractors and subcontractors, service providers and any use required by law or as otherwise approved by the Association.

ARTICLE X
ASSOCIATION ORGANIZATION AND BYLAWS

2. **THE ROCKING STAR RANCH ASSOCIATION.** The ownership of any Tract subject to this Declaration shall impose and confer upon any such Owner the obligations and benefits of membership in the Rocking Star Ranch Association, Inc., a Wyoming non-profit corporation (the "Association"), organized by Declarant for the administration and enforcement of this Declaration.

The Association shall, without limitation, enforce this Declaration; appoint members to the Committee; own, maintain, manage and insure certain real and personal property assets in, on and appurtenant to the Common Open Space and the Roads, including fire suppression systems, mowers and other similar machinery, fencing, parking areas, culverts, bridges, signs, gates, common trash disposal areas, walkways, paths and shrubs; control growth of the Common Open Space; assess its members for the costs of its management and operations, including, without limitation, insurance, other governmental assessments, and the costs of management, maintenance and improvement of the Common Open Space and the Roads; provide an organizational entity for other activities of the Tract Owners and promote the common interests of its members as the same relate to the Common Open Space and the

Roads. The administration of the Association shall be in accordance with the provisions of this Declaration, the Articles of Incorporation and with the By-Laws of the Association. The assessments to be imposed upon the Tract Owners shall be determined by the Association, but shall not exceed an individual Tract Owner's proportionate share of the operational expenses of the Association including, without limitation, the costs of maintenance and improvement of the Common Open Space, the Improvements and the interior Roads.

The Association shall define criteria for and assume all responsibilities and obligations of maintenance and improvement of the Common Open Space, the Improvements and the interior Roads, gates, common fencing and security issues, along with necessary assessments, and shall pay for the costs thereof, including premiums for insurance coverages incidental to the maintenance and improvement activities of the Association on such Common Open Space and Roads, pay all annual fees of a nonprofit corporation to the Wyoming Secretary of State, file tax returns, assess Tract Owners proportionately for all such costs and enforce this Declaration. All criteria shall be consistent with any standards or criteria set forth in this Declaration.

The Association shall grant to any Tract Owner or each first mortgagee of any Tract the right to examine the books and records of the Association at any reasonable time.

3. MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION. Each Tract Owner, including the Developer, shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, Ownership of any Tract which is subject to assessment and this Declaration.

4. CLASSES OF MEMBERSHIP. The Association shall have two classes of voting membership:

CLASS A

Class A Members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Tract owned. Each Member shall be entitled to one (1) vote for each Tract owned. If a Tract is owned by more than one person, all such persons shall be Members. The single vote for each Tract shall be exercised as the Owners of such Tract determine among them; in no event shall more than one (1) vote be cast with respect to any Tract, and no vote shall be registered unless the co-Owners unanimously consent thereto. If an Owner owns more than one Tract, such Owner shall be entitled to one (1) vote for each Tract owned.

CLASS B

The Class B Member shall be the Developer, its successors and assigns. The initial Board of Directors of the Association shall be elected by the Class B Member, and thereafter in accordance with the By-Laws of the Association. The Class B Member shall have as many votes on other matters as there are Tracts in Rocking Star Ranch, regardless of ownership of the Tracts. The Class B membership shall cease and all voting rights shall revert proportionately to the Class A Members on the happening of either of the following events, whichever occurs earlier:



- (a) Upon termination of the Developer Control Period; or
- (b) On or before July 1, 2015.

5. TRANSFER. Except as otherwise expressly stated herein, any of the rights, interest and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

6. SUSPENSION OF VOTING RIGHTS. No Class A Member shall have any voting rights while such Class A Member shall be delinquent in the payment of any assessment established by the Association pursuant hereto.

7. BYLAWS. Each Owner agrees to abide by the By-Laws of the Association as the same may be amended from time to time. In the event of conflict between the provisions of the By-Laws and the provisions of this Declaration, the provisions of this Declaration shall prevail. To the extent permitted by law, violations of the By-Laws 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 By-Laws to each Owner upon request.

8. RULES AND REGULATIONS. The Association may make and adopt reasonable rules and regulations and bylaws governing operating of the Association and the use of the Tracts which shall be consistent with all provisions of this Declaration. The Association may suspend any Owner's voting rights in the Association if such Owner fails to comply with such rules and regulations, the By-Laws, payment of assessments or with any other obligations of such Owner under this Declaration or as established by the Association.

9. LITIGATION. The Association may also take litigative action against any Owner to enforce compliance with such rules and regulations, the By-Laws or other obligations or to obtain damages for noncompliance. Such damages shall include payment of the Association's attorneys' fees in the event that the Association prevails in such an action.

ARTICLE XI ASSESSMENTS

1. IN GENERAL. The Association shall have the power to levy assessments, and each Tract Owner (other than Developer, except as specifically set forth in Section 2 below) by acceptance of a deed to Tract hereby agrees to pay to the Association: (a) the annual assessments levied by the Association, and (b) such special assessments which may be levied by the Association as hereinafter provided. The annual assessments and special assessments may be used to pay the Association Expenses, including all costs, fees and charges incurred by the Association in carrying out its powers, duties, obligations and authority, including but not limited to insurance, other governmental assessments, costs of management and maintenance

of the Common Open Space and the Roads, costs of correcting any breach of covenant, costs of prosecuting or defending any civil action relating to this Declaration, a breach of covenant or the enforcement thereof, or relating to the indemnification of the directors and officers of the Association therefor and including but not limited to reasonable attorneys' fees and court costs. The omission or failure of the Association to levy the Assessments for any period shall not be deemed a waiver, modification or release of the Owners for their obligation to pay the annual or special assessments levied by the Association as hereinafter provided.

2. **DECLARANT/DEVELOPER.** Declarant and/or Developer shall have no obligation to pay annual or special assessments provided for herein upon the Tracts which it owns. In lieu of Declarant and/or Developer paying any annual or special assessments, Declarant and/or Developer shall make a one time contribution toward Association reserves as an initial working capital fund of Five Hundred dollars (\$500.00) per Residential Tract at the time of closing on the sale of such Residential Tract to a third-party purchaser. The initial working capital account of the Association shall be established with the one-time contribution by the Declarant and/or Developer pursuant to this Section, and annual assessments shall commence as set forth in Section 3 below upon conveyance of the first Tract by Declarant and/or Developer to a third-party purchaser. The working capital fund may be maintained by the Association in a segregated account. Thereafter, determination of the due dates and amounts of assessments shall be made on at least an annual basis at a regular meeting of the Association as set forth in Section 3 below.

3. **ANNUAL ASSESSMENTS.** Initially, the annual assessments shall be in the amount of Five Hundred Ten dollars (\$510.00) per Residential Tract, or Forty-two dollars and fifty cents (\$42.50) per month. The Board of Directors shall thereafter annually establish a budget setting forth the estimate by the Board of Directors of the Association Expenses for the current year. An annual assessment shall not exceed the estimate of the Association Expenses for the current year, together with a reasonable addition to the reserves of the Association which may be required to pay future Association Expenses. Each Owner (other than Declarant and/or Developer) shall be responsible for and shall pay, for each Tract such Owner owns, that portion of the annual assessment equal to the total annual budget divided by the number of Tracts within the Subdivision, exclusive of any Tracts owned by the Declarant and/or Developer. Annual assessments shall be payable in monthly installments on a prorated basis in advance and shall be due on the first day of each month, or as otherwise established by the Association. The Association shall have the right, but not the obligation, to make prorated refunds of any annual assessments in excess of the actual expenses incurred in any fiscal year. Individual assessment notices shall be sent to each Member and shall itemize each estimated cost calculated as Association Expenses for the current year and the Member's proportionate share of such total cost amount.

4. **SPECIAL ASSESSMENTS.** The Association shall have the right, by action of its Board of Directors, from time to time, to levy special assessments to pay any Association Expense which is extraordinary and nonrecurring. Each Owner (other than Declarant and/or Developer) shall be responsible for and shall pay, for each Tract such Owner owns, that portion of the special assessment equal to the total special assessment divided by the number of Tracts within the Subdivision, exclusive of any Tracts owned by the Declarant and/or Developer,

subject to the right of the Association to assess only against the Owners of affected Tracts any extraordinary maintenance, repair or restoration work with respect to fewer than all of the Tracts. This Section shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Declaration. Notice in writing of the amount of special assessments levied under this Section 4 shall be given promptly to the Owners, and no payment shall be due less than ten (10) days after such notice shall have been given.

5. DELINQUENT ASSESSMENTS. Delinquent assessments shall bear interest at such interest rates as are from time to time established by the 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 Association shall have the right to establish a late charge for delinquent payments in addition to interest charges.

6. ABANDONMENT; WAIVER. No Class A Member may exempt himself from liability for his contribution toward the expenses of the Association and the Association by abandonment of such Class A Member's Tract, or waiver of the use or enjoyment of any of the common property (e.g., Common Open Space, Improvements, Roads), by the abandonment, sale or other disposition of his Tract, or by reason of any grievance against the Association, Declarant, Developer, builder, or any other Class A Member.

7. LIEN OF ASSOCIATION. The Association shall have a lien upon the estate or interest in any Tract and the improvements thereon for the payment of the assessments chargeable against such Tract which remain unpaid for ninety (90) days after the same have become due and payable, together with any interest, late charges, costs and reasonable attorneys fees. The lien shall take effect and relate back to the date of recording this Declaration. A certificate evidencing the lien, signed by an authorized officer of the Association, may be filed with the County Clerk, Laramie County, Wyoming, pursuant to the authority given by the Board of Directors. 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. No portion of the land which does not consist of a Tract shall be subject to a lien for Association assessment.

8. PRIORITY OF ASSESSMENT LIENS. The lien provided for in Section 7 above for Association assessments shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments, and such lien may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association or by an authorized officer of the Association pursuant to the authority given to such officer by the Board of Directors. In any such foreclosure action, the Owner or Owners of the Tract shall be required to pay a reasonable rental for the Tract 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 Association, or

its agent, duly authorized by action of the Board of Directors shall be entitled to become a purchaser at the foreclosure sale.

9. DISPUTES AS TO ASSESSMENTS. Any Owner who believes that the portion of Association assessments levied with respect to such Owner's Tract, for which a certificate of lien has been filed by the Association, has been improperly charged against such Tract may bring an action in the District Court in and for Laramie County, Wyoming, for declaring judgment as to such impropriety and for the discharge of such lien. In any such action, if it is finally determined that such portion of the Association assessment has been improperly charged, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of such lien.

10. NON-LIABILITY FOR PAST DUE ASSESSMENTS. If the holder of a first mortgage of record or other purchaser of a Tract acquires title to the Tract as a result of foreclosure of the first mortgage, or if the mortgagee accepts a deed in lieu of foreclosure, then such acquirer of title, its successors and assigns, shall not be liable for the share of the Association assessments levied with respect to such Tract which became due prior to the acquisition of title to same by such acquirer.

11. LIABILITY UPON VOLUNTARY CONVEYANCE. In a voluntary conveyance of a Tract, the grantee of the Tract shall be jointly and severally liable with the grantor thereof for all unpaid Association assessments levied with respect to the Tract up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Directors setting forth the amount of all unpaid Association assessments levied with respect to the Tract, including interest and late charges, and such grantee shall not be liable for nor shall the Tract conveyed be subject to a lien for any unpaid Association assessments in excess of the amount set forth in such statement for the period reflected in such statement. As used in this Section "grantor" shall include a decedent and "grantee" shall include a devisee or intestate heir of said decedent.

12. RIGHTS OF FIRST MORTGAGEES. Any first mortgagee of any Tract shall have the right to notify the Association in writing that such mortgagee desires to receive notice from the Association of any delinquency in the payment of the Owner of a Tract which is encumbered by the mortgage held by that mortgagee and upon such written request, the Association shall notify the first mortgagee if and to the extent that such Owner is more than ninety (90) days delinquent in the payment of Association assessments.

13. DISPROPORTIONATE ASSESSMENTS. Should any assessment be necessitated by virtue of the activities of a single Owner or group of Owners, whether through negligence or intentional disregard of the requirements of this Declaration, such assessment may be levied disproportionately against such Owner or Owners in proportion to the degree of responsibility such Owner or Owners bear to the expense necessitating such assessment as the directors in their discretion may be determine.

14. CESSATION OF SERVICE FOR DELINQUENCY. No Owner who shall be delinquent in the payment of any assessment shall be entitled to services provided by the

DECLARATION OF PROTECTIVE COVENANTS

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DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 26 OF 30

Association, and the Directors of the Association may withhold maintenance or other services from such delinquent Owner to the extent it shall not damage any other Owner of a Tract.

ARTICLE XII
ENFORCEMENT PROVISIONS

1. **ENFORCEMENT.** These covenants, conditions and restrictions may be enforced by any legal or equitable Tract Owner(s), the Association, or the Declarant and its successor and assigns, by appropriate proceedings at law or in equity against those persons violating or attempting to violate, or for restraining a future violation of these covenants, for recovery of damages for any violation, or for such other and further relief as may be available. The Association is charged with the option and is authorized, acting by and through its Board of Directors, to take appropriate action in any situation where usage or conduct is clearly inconsistent with the stated intent of this Declaration, the By-Laws of the Association or any properly adopted resolution of the Association of which the Members have notice. If a Member violates this Declaration by damaging the Common Open Space the Improvements, or the Roads, the Association shall restore the Common Open Space, the Improvements or the Roads to its prior condition and assess the cost thereof against the Member who violated this Declaration and such cost shall become due and payable upon demand. The Association shall have the same rights and powers to collect the cost of such restoration as provided for the collection of delinquent assessments. Additionally, the Association shall have the right to suspend the violating Member's voting rights in the Association, suspend his or her use privileges over the Common Open Space, and commence any legal or equitable action against him or her for damages, injunctive relief, or both, including the recovery of costs and reasonable attorney's fees incurred by the Association in enforcing this Declaration. 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 the same or a different provision within these covenants.

Although it is a right, it is neither the obligation nor the responsibility of the Association, the Declarant, or the Developer to prosecute violations of these covenants on behalf of any Owner(s). Under no circumstances shall a Tract Owner bring any claim, demand or action against the Association, the Declarant or the Developer relating in any way to a violation of the covenants by another Tract Owner.

2. **ATTORNEYS' FEES.** If any legal action or any arbitration or other proceeding is brought (whether brought by the Association or by any Member, and specifically including any action brought by any Member or Members against the Association) for the enforcement of this Declaration, the By-laws, or such rules and regulations as may be adopted by the Association, or because of any alleged dispute, breach, default, misrepresentation or any other legal issue in general or in connection with any of the provisions of this Declaration, the By-laws, or such rules and regulations as may be adopted by the Association, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

ARTICLE XIII
GENERAL PROVISIONS

1. **BINDING EFFECT.** This Declaration, the Common Open Space, the Improvements, the Roads and all restrictions set forth herein run with the land within the Subdivision and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each unless terminated at the end of any such period by written vote of two-thirds (2/3) or more of the then record Tract Owners.

2. **AMENDMENT.** This Declaration may be amended in whole or in part by an instrument in writing executed by at least two-thirds (2/3) of the then record Tract Owners. Any amendment to or termination of this Declaration must also be approved in writing by the Declarant in order to be valid. No amendment to or termination of this Declaration shall be effective unless it is in recordable form and until it has been filed for the record with the Laramie County Clerk. Notwithstanding the above, the Developer may amend this Declaration at any time during the Developer Control Period.

3. **VOTING.** Whenever a vote of the Owners is required in this Declaration, an Owner shall be entitled to one (1) vote for each Tract owned. Two or more persons owning a Tract (e.g., joint ownership by a husband and wife, etc.) shall collectively be entitled to one (1) vote per Tract.

4. **SEVERABILITY.** Invalidation of any one of the provisions or restrictions in this Declaration by judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

5. **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 Rocking Star Ranch Subdivision and their respective heirs, successors, personal representatives and assigns.

6. **VARIANCES.** Variances to any of the covenants or restrictions set forth herein may be granted by the Committee or Developer, or its assignee, as appropriate in special cases and circumstances, at the sole election and discretion of the Committee or Developer. The Committee or Developer must approve any variance in writing.

7. **INDIVIDUAL OWNER LIABLE.** NOTHING IN THIS DECLARATION SHALL BE CONSTRUED BY AN OWNER TO ALLEVIATE THE RESPONSIBILITY TO PROCURE AT HIS/HER EXPENSE LIABILITY INSURANCE FOR INJURY, DEATH OR DAMAGE OCCURRING ON HIS/HER TRACT.

8. **NO LIABILITY/ASSOCIATION IMMUNITY.** Neither Declarant nor any director, officer, employee or agent thereof, Larry D. Sutherland, Kimberlee Sutherland, the Association (Rocking Star Ranch Association, Inc.) nor its Directors, the Committee or any other committees of the Association, or any successors or assigns of the aforementioned

**EXHIBIT A
LEGAL DESCRIPTION**

A tract of land situated in Section 27 and in a portion of Sections 28, 29 and the North Half of Sections 33 and 34, lying northeasterly of Horse Creek Road (State Highway No. 211), Township 15 North, Range 68 West of the 6th P.M., Laramie County, Wyoming, more particularly described as follows:

Beginning at the northeast corner of said Section 27; thence S.00°12'31"E., along the east line of said Section 27, a distance of 2637.67 feet to the east quarter corner of said Section 27; thence S.00°19'22"W., along the east line of said Section 27, a distance of 2635.94 feet to the southeast corner of said Section 27; thence S.00°07'48"W., along the east line of said Section 34, a distance of 2632.85 feet to the east quarter corner of said Section 34; thence S.89°55'14"W., along the south line of the North Half (N1/2) of said Section 34, a distance of 2151.67 feet to the centerline of Horse Creek Road (Wyoming State Highway 211); thence northwesterly along said centerline the following seven courses: thence N.51°39'44"W., a distance of 248.93 feet; thence northwesterly, a distance of 433.17 feet along a curve concave to the southwest, having a radius of 5729.60 feet and a central angle of 04°19'54" (chord bearing of N.53°48'44"W., chord distance of 433.07 feet); thence N.55°56'38"W., a distance of 4244.72 feet; thence northwesterly a distance of 710.07 feet along a curve concave to the southwest, having a radius of 5729.60 feet and a central angle of 07°06'02" (chord bearing of N.59°29'28"W., chord distance of 709.61 feet); thence N.63°02'27"W., a distance of 7881.46 feet; thence northwesterly a distance of 1715.44 feet along a curve concave to the northeast, having a radius of 5729.58 feet and a central angle of 17°09'16" (chord bearing of N.54°28'09"W., chord distance of 1709.04 feet); thence N.45°48'38"W., a distance of 415.39 feet to the north line of said Section 29; thence S.89°37'39"E., leaving said centerline of Horse Creek Road, along the north line of said Section 29, a distance of 2320.21 feet to the north quarter corner of said Section 29; thence S.89°51'34"E., along said north line, a distance of 2719.73 feet to the northeast corner of said Section 29; thence S.89°13'47"E., along the north line of said Section 28, a distance of 2607.28 feet to the north quarter corner of said Section 28; thence S.89°14'15"E., along said north line, a distance of 2612.31 feet to the northeast corner of said Section 28; thence N.89°51'11"E., along the north line of said Section 27, a distance of 2645.89 feet to the north quarter corner of said Section 27; thence S.89°48'03"E., along said north line, a distance of 2644.45 feet to the point of beginning. Containing 1585.92 acres more or less.