

**BYLAWS
OF
THE ROCKING STAR RANCH
COMMON OPEN SPACE ASSOCIATION, INC.,
a Wyoming nonprofit corporation**

The following by-laws are adopted pursuant to the Articles of Incorporation ("Articles") of Rocking Star Ranch Common Open Space Association, Inc. and the Declaration of Protective Covenants of Rocking Star Ranch Common Open Space for Tracts 24, 53 109, 149 and 184 of Rocking Star Ranch Subdivision, situated in a portion of the Sections 27, 28, 29 and 34 lying northerly of Horse Creek Road, Township 15 North, Range 68 West of the 6th P.M., Laramie County, Wyoming, as shown on the Final Plat of Rocking Star Ranch Subdivision recorded at Plat Cabinet ___, Slot ___, records of the Laramie County Clerk (the "Declaration"). Terms used herein shall have the meaning set forth in the Declaration.

OFFICES

SECTION I

The principal office of the Corporation in the State of Wyoming shall be located in the City of Cheyenne, County of Laramie. The Corporation may have such other offices, within or without the State of Wyoming, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

The registered office of the Corporation required by the Wyoming Nonprofit Corporation Act to be maintained in the State of Wyoming may be, but need not be, identical with the principal office in the State of Wyoming and the address of the registered office may be changed from time to time by the Board of Directors.

BOARD OF DIRECTORS

SECTION II: General Powers

The Rocking Star Ranch Common Open Space Association shall be owned and managed by this Corporation. The Corporation shall be managed by its Board of Directors.

SECTION III: Membership on Board of Directors.

Each owner of a Tract within the Rocking Star Ranch subdivision, Laramie County, Wyoming, is a Member of this nonprofit corporation. Each member shall be entitled to one (1) vote for each Tract within the subdivision owned by the Member. In the event that more than one (1) person owns a particular Tract, such owners shall designate in writing to the Corporation the name of the person among them who shall exercise that Tract's vote. Such designation shall be in writing and presented to the

Secretary prior to any regular or special meeting. Any such designation shall continue without further notice unless amended in a like manner.

At the first meeting of the Members and at each annual meeting of Members and Directors thereafter, the Members shall elect the board of directors of the corporation for the coming year. For such purpose, a quorum of Members sufficient for such election shall be on the number of Members present or attending by written Proxy.

The Board shall, at all times consists of five (5) Directors, which number may be increased or decreased by amendment to these Bylaws in the manner set forth below. Any vacancy on the Board may be filled by appointment by the remaining Directors. All Directors shall serve without compensation other than approved expenses incurred in the performance of their duties.

SECTION IV: Regular Meetings

A regular meeting of the Members and Board of Directors shall be held on at least an annual basis. The Secretary shall send notice and an agenda of such meeting by certified mail or other provable means of service to all Members. No action may be taken at a regular meeting unless it is properly noticed on the agenda. The last order of business at any such annual meeting shall be the election of directors to serve for the coming year. All meetings shall be conducted according to parliamentary procedure.

SECTION V: Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the president or any two (2) directors. Notice of any special meeting must be given in the same manner as for regular meetings and must precede the time called for the meeting by at least twenty-four (24) hours unless all directors waive such requirement. Any such notice must include a description of the action to be considered at such special meeting. No action may be taken at a special meeting unless it is properly noticed and described on the agenda.

SECTION VI: Waiver of Notice

The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends the meeting for the express purpose of objecting to the transaction of any business or because the meeting is not lawfully called or convened.

SECTION VII: Quorum

A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

SECTION VIII: Manner of Acting

The act of the majority of the Directors present at a meeting, at which a quorum is present, shall be the act of the Board of Directors.

SECTION IX: Presumption of Assent

A Director of the Corporation who is present at a meeting of the Board of Directors, which action on any corporate matter is taken, shall be presumed to have assented to the action taken unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION X: Powers as to Employees

The Board of Directors may employ employees and engage independent contractors, determine their duties and fix their compensation.

OFFICERS

SECTION XI

The Board of Directors shall elect a President, a Vice President, a Treasurer and a Secretary, who shall hold their offices for one (1) year and until their successors shall have been duly elected and qualified. No two (2) offices may be held by the same person at any one time.

SECTION XII: Removal of Officers

Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its best judgment the best interest of the Corporation would be served thereby; but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION XIII: Vacancies

A vacancy in any office, because of death, resignation, removal, disqualification or other reason, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION XIV: President

The President shall be the principal officer of the Corporation and subject to the control of the Board of Directors. He or she shall, in general, supervise and control all the business and affairs of the Corporation. He or she shall, when present, preside at all meetings of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors any deeds, mortgages, bonds, contracts, or any other instruments which the Board of Directors has authorized to be executed except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION XV: Vice President

The Vice President shall serve in the absence of the President and shall perform each of those other duties assigned to him or her by the President.

SECTION XVI: Secretary

The Secretary shall: (a) keep the minutes of the Board of Directors' meetings in one or more books provided for the purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which, on behalf of the Corporation under its seal, is duly authorized; (d) sign with the President certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; and (e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

SECTION XVII: Treasurer

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He or she shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever and deposit all such monies in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of those Bylaws; and (b) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or the Board of Directors.

SECTION XVIII: Delegation of Powers

For any reason, which may seem sufficient to the Board of Directors, the Board may delegate any officer's powers and duties for the time being to any other officer or any other Director.

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

SECTION XIX

Each Tract owner shall be a Member of the Association. If a Tract is owned by more than one person, the Tract owners shall designate in writing directed to the Association the name of one (1) Tract owner who shall be the Member on behalf of such Tract owners. The Association shall own, maintain, manage and insure certain real and personal property assets in, on and appurtenant to the Common Open Space, including fencing, parking areas, common trash disposal areas, walkways, paths and shrubs; enforce this Declaration; assess its members for the costs of its operations, for insurance, property taxes and other governmental assessments

and for the costs of management and maintenance of the Common Open Space; 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. The administration of the Association shall be in accordance with the provisions of this document, the Articles of Incorporation and with the By-Laws of the Association.

Each Tract 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 Tract owner upon request.

CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION XX: Contracts

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION XXI: Loans

No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION XXII: Checks, Drafts and Orders

All checks, drafts or other orders for the payment of money issued in the name of the Corporation shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION XXIII: Notes

All notes and other evidences of indebtedness in the name of the Corporation shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall be from time to time determined by resolution of the Board of Directors.

SECTION XXIV: Deposits

All funds of the Corporation shall begin on the first day of January and end on the 31st day of December in each year.

BOOKS AND RECORDS

SECTION XXV

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the directors entitled to vote. All books and records of the corporation may be inspected by any director, or his agent or attorney for any proper purpose at any reasonable time.

FISCAL YEAR

SECTION XXVI

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

WAIVER OF NOTICE

SECTION XXVII

Whenever any notice is required to be given under the provisions of the Wyoming Nonprofit Corporation Act or under the provisions of the articles of incorporation or the bylaws of the corporation, a waiver in writing signed by the persons entitled to the notice, whether before or after the time stated there, shall be deemed equivalent to the giving of notice.

ASSESSMENTS

SECTION XXVIII

The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all Association expenses for the forthcoming year which may be required for the proper operation, management and maintenance of Rocking Star Ranch Common Open Space, including a reasonable allowance for contingencies and reserves. Such reserves shall include without limitation an adequate reserve fund for the maintenance, repair and replacement of any common property that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. The assessment for such year shall be established by the adoption of such annual budget by the Board of Directors of the Association. If an assessment is to be levied, copies of such budget shall be delivered to each Member, although the delivery of a copy of the budget to each Member shall not affect the liability of any Member for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Association in any fiscal year, then the Board of Directors shall have the authority at any time and from time to time to levy such additional assessment or assessments as it shall deem to be necessary for that purpose.

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.

No Tract owner shall be exempt from liability for such owner's share of the Association assessments by the abandonment of the owner's Tract.

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 and late charges assessed. 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. The lien provided for in this paragraph 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.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

SECTION XXIX

The Association shall indemnify every director or officer, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or wilful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such

director or officer may be entitled. All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of, or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Section XXIX contained shall be deemed to obligate the Association with respect to any duties or obligations assumed or liabilities incurred by it under and by virtue of the Declaration and the Articles of Incorporation and By-Laws of Rocking Star Ranch Common Open Space, Inc.

DEFAULT

SECTION XXX

Failure to comply with the Declaration, these by-laws, the Articles of Incorporation or duly adopted rules and regulations of the Association shall constitute an event of default and shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages and injunctive relief, or any combination thereof. In any proceeding arising because of an alleged default by any Class A Member or the Association, the prevailing party thereof shall be entitled to recover the costs of the proceeding including without limitation reasonable attorneys' fees.

DECLARATION

SECTION XXXI

To the extent any provision contained herein is inconsistent with the Declaration, such provision shall be deemed void and of no effect and the inconsistent provision of the Declaration shall prevail. The terms and conditions of the Declaration with respect to the structure and functioning of this corporation are hereby incorporated by reference.

AMENDMENT

SECTION XXV: Amendment of By-Laws

The Board of Directors shall have the power to make, alter, amend or repeal these Bylaws, but any Bylaws so made may be altered, amended or repealed by the affirmative vote of two-thirds (2/3) of the members having voting rights at any annual or special meeting called for such purpose. No amendment to these by-laws shall be effective if the same is inconsistent with the Declaration affecting Tracts 24, 53 109, 149 and 184 of Rocking Star Ranch Subdivision, situated in a portion of the Sections 27, 28, 29 and 34 lying northerly of Horse Creek Road, Township 15 North, Range 68 West of the 6th P.M., Laramie County, Wyoming, and any additional lands which may be annexed pursuant to such Declaration of Covenants.

CERTIFICATE

It hereby is certified that the foregoing Bylaws of Rocking Star Ranch Common Open Space Association, Inc. were duly adopted on the ___ day of August, 2005.

SECRETARY

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

LUCKY STAR, INC.
to
THE ROCKING STAR RANCH COMMON OPEN SPACE ASSOCIATION, INC.

DECLARATION OF PROTECTIVE COVENANTS
of
ROCKING STAR RANCH COMMON OPEN SPACE

KNOW ALL MEN BY THESE PRESENTS, that Lucky Star, Inc., Grantor, the owner of Tracts 1-179 of Rocking Star Ranch Subdivision, a subdivision situated in a portion of

Sections 27, 28, 29 & 34 lying northerly of Horse Creek Road,
T.15N., R.68W., 6th P.M.,
Laramie County, Wyoming

Does hereby covenant, agree and make the following declarations (“Declarations” or “Declaration”) applicable to Tracts 24, 53, 109, 149 and 184 of Rocking Star Ranch, hereinafter referred to as “Common Open Space” of Rocking Star Ranch Subdivision, as shown on the Final Plat of Rocking Star Ranch subdivision, recorded at Plat Cabinet ____, Slot ____, records of the Laramie County Clerk, such Open Space constituting a total of 675.71 Acres, more or less.

1. INTENT. This Common Open Space 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 and/or mowing. This Declaration and its establishment of this Common Open Space conservation area shall be perpetual and may not be altered or amended in any manner by Grantor, the Association or any Tract owner or owners. The Common Open Space area shall be accessible only to Members of the Rocking Star Ranch Common Open Space Association, Inc., their immediate family and their guests.

The term “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.

2. THE ROCKING STAR RANCH COMMON OPEN SPACE 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 Common Open Space Association, Inc., a Wyoming non-profit corporation, (the “Association”), organized by Grantor for the administration and enforcement of this Declaration.

3. MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION. Each Tract owner shall be a Member of the Association. If a Tract is owned by more than one person, the Tract owners

shall designate in writing directed to the Association the name of one (1) Tract owner who shall be the Member on behalf of such Tract owners. The Association shall own, maintain, manage and insure certain real and personal property assets in, on and appurtenant to the Common Open Space, including fencing, parking areas, common trash disposal areas, walkways, paths and shrubs; enforce this Declaration; assess its members for the costs of its operations, for insurance, property taxes and other governmental assessments and for the costs of management and maintenance of the Common Open Space; 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. The administration of the Association shall be in accordance with the provisions of this document, the Articles of Incorporation and with the By-Laws of the Association.

Each Tract 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 Tract owner upon request.

4. **ASSOCIATION ASSESSMENT.** The Association shall have the power to levy assessments, and each Tract owner by acceptance of a deed to Tract hereby agrees to pay the Association the initial assessment and any annual assessments levied by the Association as hereinafter provided. The initial and annual assessments may be used to pay expenses of the Association 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, property taxes and other governmental assessments, costs of management and maintenance of the Common Open Space, 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 initial assessment to be imposed upon Members shall be determined by the Association, but shall not exceed an individual Member's proportionate share of the costs of the Association. 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. Grantor shall pay such assessment for each Tract held by it from and after the date of recording of this Declaration. All Individual Assessment Notices sent to Members shall itemize each such cost and the Member's proportionate share of such total cost amount.

For purposes of ad *valorem* and/or real property taxes assessed against the Common Open Space by Laramie County and/or the State of Wyoming, every individual Member shall be responsible for payment of their proportionate share of such taxes to the Association, calculated by dividing the total number of Tracts owned by a Member within the Subdivision by the total number of Tracts within the Subdivision (exclusive of the Common Open Areas). For example,

if there are 21 Tracts (21) within the Subdivision (exclusion of the Common Open Space) and a Member holds title to one (1) Tract, his or her proportionate share shall be one twenty-first (1/21) of the total tax assessment ("Individual Tax Assessment"). THE FAILURE OF A MEMBER TO REMIT PAYMENT OF HIS PROPORTIONATE SHARE OF ANY AND ALL AD VALOREM AND/OR REAL PROPERTY TAXES TO THE ASSOCIATION SHALL SUBJECT THE TRACT(S) OF SUCH NON-PAYING MEMBER TO THE AUTOMATIC LIEN PROVISIONS OF WYO. STAT. § 39-13-108(d) FOR SUCH UNPAID PROPORTIONATE ASSESSMENTS, INCLUDING THE ADVERTISEMENT AND SALE OF SUCH TRACT OR TRACTS TO SATISFY UNPAID AD VALOREM AND/OR REAL PROPERTY TAXES.

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.

No Tract owner shall be exempt from liability for such owner's share of the Association assessments by the abandonment of the owner's Tract.

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 and late charges assessed. 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. The lien provided for in this paragraph 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.

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.

5. **RESTRICTIVE USE.** Prohibited uses of and actions on the Common Open Space 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) 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;
- f) Use or operation of motorcycles, ATVS, and any other motorized vehicles or equipment or motorized model airplanes or model cars;
- g) Discharging firearms or fireworks from or onto the Common Open Space and lighting sparklers, pop bottle rockets or any other incendiary device;
- h) Igniting or causing any fire on the Common Open Space (fire pits, stoves or grates are not permitted);
- i) 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;

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

6. **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 of the Common Open Space ecosystem.

7. **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.

8. **PETS AND ANIMALS.** Commonly accepted domestic pets may be permitted on the Common Open Space only when on a leash and under the control of a Member, a member of the Member's family or the invited guest of a Member.

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

10. **BINDING EFFECT.** This Declaration, the Common Open Space and all restrictions set forth herein run with the Common Open Space and are perpetual.

11. **ENFORCEMENT.** These covenants, conditions and restrictions may be enforced by any legal or equitable Tract owner(s), the Association, or the Grantor 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 obligation 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 Association shall restore the Common Open Space 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.

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.

Although it is a right, it is neither the obligation nor the responsibility of the Association or Grantor 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 or Grantor relating in any way to a violation of the covenants by another Tract owner.

12. **AMENDMENT.** This Declaration may be amended in whole or in part by an instrument in writing executed by four-fifths (4/5) or more of the then record Tract owners. No amendment to 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.

13. **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 provision, which shall remain in full force and effect.

14. **BENEFITS AND BURDENS.** The terms and provisions contained in this Declaration shall bind and inure to the benefit of the Grantor and the owners of the Tracts located within the Rocking Star Ranch Subdivision and their respective heirs, successors, personal representatives and assigns.

15. **NO LIABILITY.** Neither Grantor nor any member, officer, employee or agent thereof, Rocking Star Ranch Common Open Space Association, Inc. nor any member of the Board of Directors thereof, or any successors or assigns of the aforementioned shall be liable for damages or otherwise liable to anyone or to any Tract owner by reason of mistake in judgment, negligence, nonfeasance or for any act or omission whatsoever arising out of or in any way related to any of the covenants or provisions in this Declaration in its entirety including, but not limited to, the enforcement or failure to enforce any of these protective covenants against any Tract owner in violation thereof.

Dated this ____ day of August, 2005.

LUCKY STAR, INC., Grantor

BY: _____
LARRY D. SUTHERLAND,
PRESIDENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

The foregoing Declaration was acknowledged before me this ____ day of August, 2005, by Larry D. Sutherland, known to me to be the President of Lucky Star, Inc., who swore and affirmed that he was executing this document with the authority of the directors of LUCKY STAR, INC. and on behalf of LUCKY STAR INC. Witness my hand and official seal. My commission expires: _____.

SEAL

NOTARY PUBLIC

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.