

HR LAND COMPANY

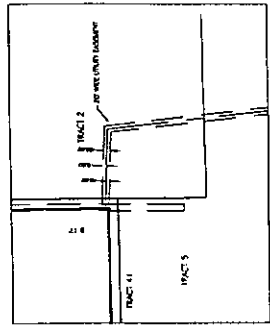
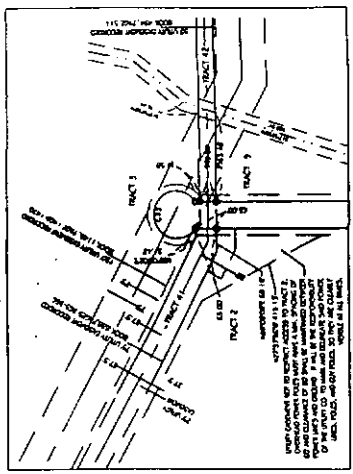
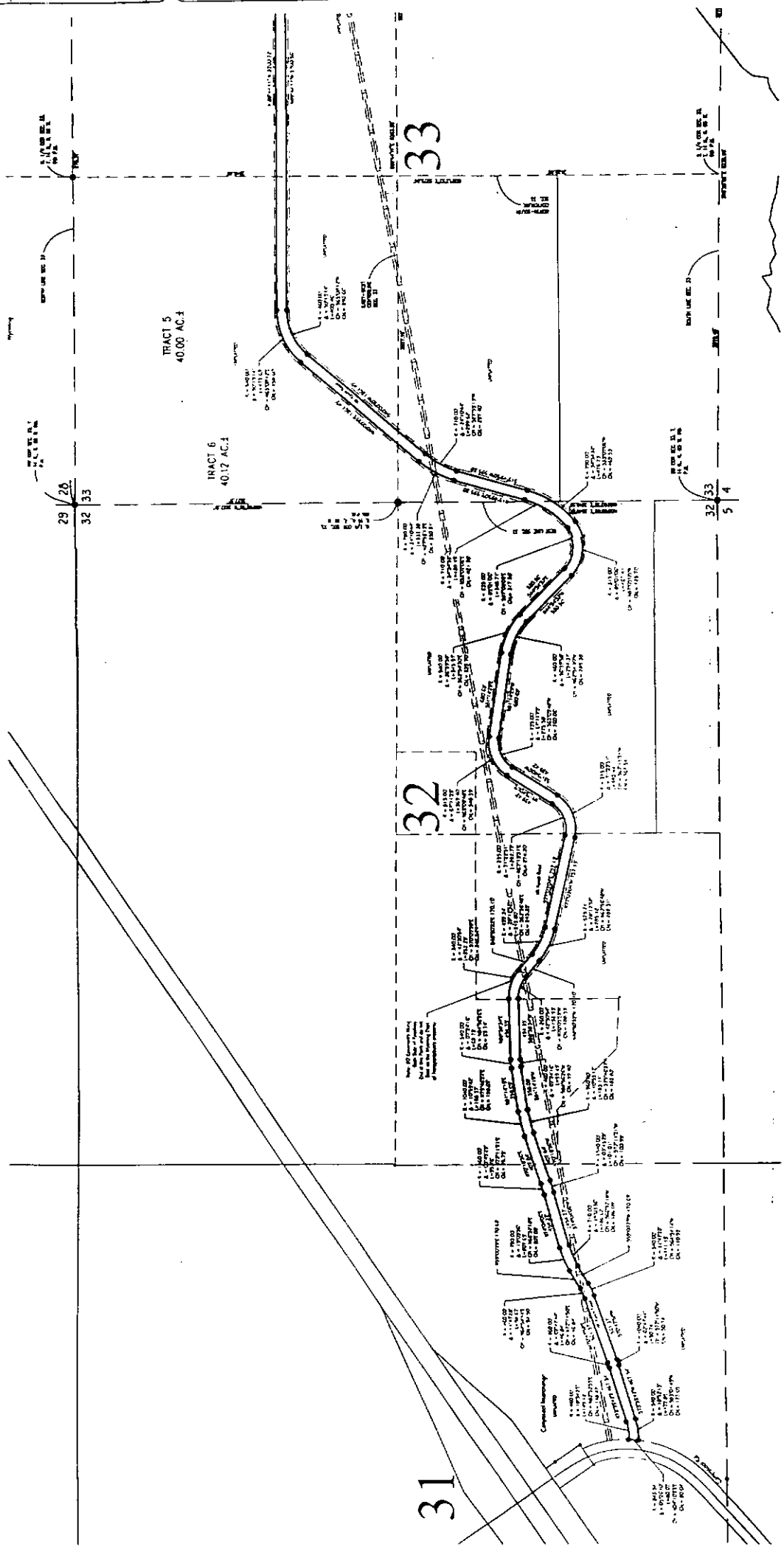
FINAL PLAT
LAYOUT
HR RANCH
1ST FILING

DLI
DEVELOPMENT LAYOUT INCORPORATED

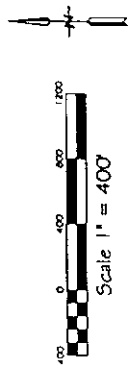
DATE: 8/27/2014
BY: JAY
SCALE: 1" = 400'

2-2225.00

3 of 3



- Legend**
- ⊙ Found 1/2 inch iron pipe
 - ⊙ Found 1/2 inch iron pipe (1/2 inch diameter)
 - ⊙ Found G.I.C. stake
 - ⊙ Found monument
 - ⊙ Set 2" aluminum cap on 1/2 inch iron pipe
 - ⊙ Found 1/2 inch iron pipe
 - ⊙ Found 1/2 inch iron pipe
 - ⊙ Found 1/2 inch iron pipe



**FINAL PLAT
HR RANCH
FIRST FILING**

INCLUDES PORTIONS OF SECTIONS 31, 32, 33, 34, 35, & 36 OF T. 14N., R. 65W., AND PORTIONS OF SECTION 1 OF T. 13N., R. 65W. OF THE 6TH P.M., LARAMIE COUNTY WYOMING.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

HR RANCH
Cheyenne, Wyoming

This is a Declaration of Covenants, Conditions and Restrictions limiting and controlling the use and development of certain real property, made effective this 13th day of November, 2001, by HR Land Company, a Wyoming limited partnership (hereinafter referred to as the "Declarant").

1. Purpose. Declarant is the owner of certain real property located in Laramie County, Wyoming, commonly known as HR Ranch Phase I Subdivision (which property shall hereinafter be referred to as the "Subdivision"), shown and described on a certain plat prepared by AVI Engineering and Land Surveying, P.C., recorded in the land records of Laramie County in Book of Maps as Reception No. 306359 in P/C 7 at Slot 170 (hereinafter referred to as the "Plat").

The property contains significant wildlife habitat and is of high scenic and natural value, and the Declarant desires to impose certain covenants, conditions and restrictions upon certain of the subdivided sites of the property in order to provide consistent, compatible and attractive development of those certain subdivided sites and to preserve and maintain the natural character and value of those subdivided sites and any part thereof. The provisions of this Declaration shall be subject to all conditions, restrictions, easements, and encumbrances of record and such other limitations as may be recited in the certificate of the owner on the Plat.

2. Declaration. Declarant hereby declares that the ownership, use, sale, conveyance, encumbrance, occupancy, lease and development of certain of the subdivided sites described on Exhibit A, annexed hereto and incorporated herein and described specifically as:

Sites 1 through 42

and any portion or subdivision thereof (which sites shall hereinafter collectively be described as the "Property") shall be subject to and limited by the following Covenants, Conditions, and Restrictions (hereinafter referred to as the "Covenants"). The Covenants shall run with the land, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the Property or any part thereof, including corporations, general or limited-partnership interests, limited liability companies and shall inure to the benefit of and be enforceable by every owner of any part of the Property.

Owner acknowledges and understands that in the future Declarant may develop and/or subdivide some or all of Declarant's other property (which is described on Exhibit B, annexed hereto and incorporated

herein) which property is contiguous to or in the vicinity of the Sites in HR Ranch First Filing. It is the intent of Declarant and Owner that all Common Property as herein defined and any additional Common Property will be subject to the terms and conditions of Section 10 hereof.

3. Definitions. The following terms and phrases used in these Covenants shall be defined as follows:

a. "Association" shall be defined as the non-profit corporation established to administer and enforce the terms and conditions of this Declaration of Covenants, Conditions and Restrictions for HR Ranch and such other properties described on Exhibit B, and developed by Declarant in the future, which may be subject to these or other Covenants, Conditions and Restrictions. The Association shall be the owner of Sites 35, 41 and 42, which comprise the Common Property and shall also be the owner of such additional Common Property as HR Land Company may convey and/or transfer to Association in the future pursuant to the provisions hereof.

b. "Board" shall be defined as the Board of Directors of the Association.

c. "Building Envelope" shall be defined as the contiguous outlined area within a Site identified on the Plat, within which all buildings are or shall be constructed.

d. "Common Property" shall be defined as the private trails within the Property comprising Sites 35, 41 and 42 and any additional land that HR Land Company may convey and/or transfer to the Association.

e. "Common Services" shall be defined as services incurred by the Board for the maintenance and operation of the Property and the enhancement of wildlife and ecological resources thereon, including without limitation maintenance services for the Common Property and implementation of wildlife and ecological resource programs and any other services deemed necessary by the Board.

f. "Design Committee" shall be defined as the committee appointed by the Board whose responsibility it shall be to review all building and construction plans, plans for Site modification, habitat enhancement plans and wildlife management programs. Upon such review the Design Committee shall make recommendations to the Board for all activities on the Property requiring Board approval.

g. "Development" shall be defined as any alteration of the natural land surface, and all buildings, structures or other site improvements placed on the land or alterations made to accommodate the use of a site.

h. "Sites" shall be defined as those Sites 1 through 42, inclusive, as provided on the Final Plat. Sites 35, 41 and 42 shall be designated as the Common Property as defined in Paragraph 2d. Two (2)

or more contiguous Sites owned by a single Owner may be combined as a single Site for purposes of: Building Envelope, Paragraph 3c; Development, Paragraph 3g; Building Area, Paragraph 5e; Fences, Paragraph 5i; and Livestock and Pets, Paragraph 5m. Each of the Sites which are combined by a single Owner, as provided above, shall continue to be treated as separate, individual Sites for purposes of Membership, Paragraph 6a; Voting, Paragraph 6b; Composition of the Board, Paragraph 6c; Authority and Duties of the Board, Paragraph 6d; Design Committee, Paragraph 6e; Meetings, Paragraph 6f; and Common Services and Assessments, Paragraphs 7, 7a, and 7b.

i. "Owner" shall be defined as the record owner of a Site, including a recorded contract purchaser, but excluding anyone having an interest in a Site as security for the performance of an obligation.

j. "Principal Residence" shall be defined as the single family residential structure, constructed on any site of the Property, which is the principal use of such site, and to which other authorized structures on such site are accessory.

k. "Property" shall be defined as those certain Sites described in Paragraph 2 which are subject to these Covenants.

l. "Road costs" shall be defined as any additional maintenance or improvement that the association may deem necessary to maintain the roads in addition to the maintenance performed by Laramie County.

4. Submission and Approval of Improvement Plans. No building, structure, road, fence, or improvement of any kind shall be erected, built, located, altered, modified, enlarged, reconstructed or permitted to remain on any Site, and no construction activities or removal of vegetation shall be commenced until a notice of approval of such plans has been issued therefore by the Board.

a. Five (5) complete sets of plans and specifications for any Site improvement, construction, modification or alteration, including vegetation removal, shall be submitted to the Board. The plans shall include a plot plan indicating the location of the Building Envelope on the Site and the location of the proposed development or improvements within the Building Envelope.

Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these Covenants. A fee of One Hundred Dollars (\$100.00) shall be paid to the Board for the processing and review of all structures within the Building Envelope.

b. The Board shall deliver the plans and specifications to the Design Committee, which shall review the plans and specifications and shall determine within, thirty (30) days of the Board's receipt thereof from the Owner whether the proposed use, modification or development conforms to the requirements of these Covenants. If the Design Committee fails to review and act upon the

plans and specifications within thirty (30) days from the submission thereof, and the Board fails to inform the Owner of the Design Committee's decision regarding approval or disapproval, the plans and specifications as submitted shall be deemed to have been approved. The Board shall retain one set of plans and specifications.

5. Development and Use Restrictions. All use and development on any Site shall be limited and restricted by and shall conform to the following requirements:

a. Provisions in Addition to County Land Use Regulations. Conformity with any and all applicable land use regulations of Laramie County shall be required, in addition to the requirements of these Covenants. In case of any conflict, the more stringent requirements shall govern.

b. Authorized Use. Only single-family residential use shall be permitted on any Site. No commercial, industrial or other use whatsoever shall be permitted, however, a home office with no more than one (1) employee will be allowed.

c. Resubdivision. Sites shall not be subject to division, subdivision, or resubdivision.

d. Authorized Structures. Only three (3) structures including one Principal Residence, and/or one (1) guest house, and/or one (1) detached garage, and/or one (1) barn or other accessory structure shall be permitted within each Site, subject to any additional restrictions contained herein. In no event shall there be more than three (3) structures on any Site.

e. Building Area. All buildings and other authorized improvements, excluding property boundary fence(s), shall be setback a minimum of 100 feet from any site boundary, unless application is made and approved as part of the building or site improvement plans by the Design Committee. No improvement or development shall be permitted on any Site within the 100 foot setback except access driveways and utility installations and landscaping improvements, unless specifically approved in conjunction with the building and site development plans.

f. Habitat Enhancement. Native rangeland improvement, Wildlife habitat and wetland enhancements are acceptable physical alterations to Property. However, prior to undertaking any enhancement activities, a plan describing enhancements must be submitted to the Design Committee for approval.

g. Construction. Structures shall be designed and finished to complement the natural topography and landscape and utilize colors which blend with the surrounding environment. Use of native building materials such as log, stone and cedar shall be encouraged. No structures shall be painted bright colors which contrast with the surrounding environment. The roof of all structures shall be constructed of materials approved by the Design Committee.

No prefabricated or modular structures of any kind shall be permitted. Used materials may be permitted, in the discretion of the Design Committee, in the construction of any structure. All construction shall be completed within one (1) year from the commencement date of construction, unless the Board approves an extension for good cause, which shall not exceed nine (9) months in length.

h. Height Limitations, Floor Area Limitations. No building shall be greater than thirty (30) feet in height. The height of a structure shall be measured vertically at any cross section of the building from the original grade, or from the finished grade of a grading plan approved by the Design Committee, excepting minor swales, depressions or other irregularities occurring within the footprint of the building, as determined by the Design Committee, to the high point of the building at the cross section. The Principal Residence shall have a minimum total floor area of 1,450 square feet of which a minimum of 1,000 square feet must be finished on the main level. Any garage, guest house or other accessory building shall have a minimum total floor area of 400 square feet. Floor area shall be defined as any area within a building or structure that is fully enclosed.

i. Fences. No boundary fences around the perimeter of any Site or around the perimeter of any Building Envelope shall be permitted except those approved by the Design Committee and as follows:

- (1) two or three rail, pole fences shall be permitted adjacent to the street or road of each Site provided that the fence is constructed entirely inside the Site boundary lines. With the approval of the Design Committee, fencing of the same material and design shall also be permitted around garden plots, swimming-pools and tennis courts;
- (2) a dog kennel, the size, construction and location of which shall be approved by the Design Committee, provided that the kennel is contiguous to and bordered on one side by one of the three permitted structures, wholly within the Building Envelope but in no event less than 100 feet from the Site boundary, and containing an area no greater than 600 square feet;
- (3) a corral shall be permitted on Sites on which horses are allowed, the actual size, construction type and material of which shall be approved by the Design Committee but in no event less than 100 feet from any Site boundary.

j. Utilities. Electrical, telephone, and natural gas utility lines have been installed in the utility easements. Connections from Sites within the Property to the utility lines shall be completed at the expense of the Owner of that Site, and shall be



underground. An Owner may install a satellite dish and/or other antennae, provided such improvements are appropriately screened from view and subject to approval of the Design Committee.

k. Temporary Structures Prohibited. No temporary structures, such as trailers, tents, shacks or other similar buildings shall be permitted on any Site, except during construction as authorized by the Board.

l. Maintenance. Each Site and all improvements thereon shall be maintained in a clean, safe and sightly condition. Boats, tractors, snowmobiles, vehicles other than automobiles, campers (whether or not on a truck), snow removal equipment, and garden or maintenance equipment shall be kept at all times, except when in actual use, indoors, within one of the approved structures. All vehicles must have current registration. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, materials, bulk materials, scraps, refuse or trash shall be kept, stored or allowed to accumulate on any Site.

m. Livestock and Pets. No livestock or pets shall be kept or maintained on any residential Site except as provided herein. No breeding of animals for commercial purposes shall be allowed on any Site except as provided herein. Any animals or livestock permitted to be kept on a Site shall be restrained and controlled at all times so that they do not cause a nuisance to neighboring Site Owners, and so that the presence or activity of any such pets or livestock does not harass or endanger wildlife or other livestock. Dogs, cats and pets which are normally kept and maintained indoors shall be permitted on a Site. Any dog, cat, or other pet, however, shall be kept on a leash at all times when outside. No dog, cat or other pet shall be allowed to roam freely on the Property. No livestock shall be considered to be a pet. Horses shall not be stabled, corralled, or otherwise cared for on any Site, except that the owners of Sites 1-19 shall have the right to maintain horses on each of those Sites, provided that all four of the following conditions are met:

- (1) The site is fenced per the specifications of Paragraph 5(i), above;
- (2) One of the three permitted structures on such Site is constructed as a fully-enclosed stable or a three sided open shelter with an adjoining corral;
- (3) Adequate supplemental feed and drinking water is provided daily so that the native grasses and other vegetation on the Site is not reduced or compromised as a result of over-grazing;

- (4) Sites of less than forty (40) acres may maintain no more than two (2) horses, and site of forty (40) acres or greater may maintain no more than four (4) horses.

Keeping or maintaining a horse on any Site (except Sites 1-19, inclusive) for more than eight (8) hours shall constitute a violation of these Covenants.

Not more than a total of two (2) dogs and two (2) cats may be kept on any Site, provided, however, that a litter of puppies or kittens may be kept or maintained upon any Site for a period not to exceed six (6) months, provided that said puppies or kittens are maintained and restrained as provided herein and are not being raised in violation of these Covenants.

Sites of 40 acres or larger may also have the right to maintain no more than 2 cattle or 2 sheep provided that both of the following conditions are met:

- (1) One of the three permitted structures on such site is constructed as a fully-enclosed stable or a three sided open shelter with an adjoining corral; and
- (2) Adequate supplemental feed and drinking water is provided daily so that the native grasses and other vegetation on the Site is not reduced or compromised as a result of over-grazing.

n. Lighting. No light shall be unreasonably bright or cause glare on any adjacent Site. All exterior lights shall be downcast by design. Exterior lighting, except downcast walkway and driveway lighting, shall not be used for extended periods, and shall not be left on overnight. All building plans shall include specifications for both the interior and exterior lighting plans and shall be subject to approval by the Board at its sole discretion.

o. Noxious or Offensive Activities. No noxious or offensive activity shall be permitted on any Site. No unreasonable loud or annoying noises or noxious or offensive odors shall be emitted beyond the Site lines of any Site. No Owner shall be permitted to maintain a nuisance on any Site, either by use, activity, neglect, abandonment, failure to maintain structures or by allowing an unreasonable risk of fire or otherwise. No use, activity or condition on any Site shall violate any state or local law.

p. Signs. No signs or advertising devices shall be erected or maintained on any Site, except a sign approved by the Board which identifies the Owner or resident and the address of each Site, and except street and directional signage on roads.

q. Water and Sewer Disposal Systems. Each dwelling shall be connected to a private well water supply and sewage disposal system

contained wholly within the Site at the sole expense of the Owner, and such system shall conform to all applicable standards of the State of Wyoming, Laramie County and any regulatory agency. No outdoor toilets shall be permitted on any Site (except during construction on such Site).

r. Common Roads. The roads shall be dedicated to Laramie County, and shall be used for nonexclusive ingress and egress to each Site and for access among the Sites. There shall be an easement across the Roads for general underground utility installation, use, and maintenance as described in the Certificate of the Owner on the Plat and as otherwise may be approved by the Association.

s. Snowmobiles, All-Terrain Vehicles and Motorcycles. No snowmobile, all-terrain vehicle, motorcycle or other similar device shall be operated on any Site except that such vehicle may be used for access to and from residential structures.

t. Wildlife Protection. It is recognized by the Declarant and the Purchasers and Owners of all Sites within the Property that many wildlife species live on or migrate through the Property during various times of the year.

The following limitations on use and development are intended, in addition to all the other requirements of these covenants, to protect, preserve and maintain the existing wildlife habitat on the Property and to minimize the adverse effects of development on wildlife habitat:

- (1) No owner of any Site shall remove or alter or allow others to remove or alter any of the existing vegetation thereon, except as is absolutely necessary for the clearing and preparation of the building Site for the purposes of constructing authorized structures or access driveways thereon;
- (2) Pets and other animals shall be controlled and restrained at all times as described above, and shall not be allowed to run at large on any portion of the Property, except within a dog kennel;
- (3) No hunting or discharge of firearms shall be permitted on any Site.

u. Mineral Activities Prohibited. No mining or other mineral extraction or development activities shall be permitted on any Site, including removal of gravel; provided that excavation for construction and landscaping purposes may be permitted with the prior written approval of the Board.

v. Control of Noxious Weeds. 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 Board. Because the timing for effective control of noxious weeds is critical, if an Owner fails to respond immediately to a written request for weed control from the Design Committee, the Board shall have the right to contract for such control services and the company so contracted shall have the right to enter upon any such Site to treat noxious weeds without any liability for trespass. In the event that the Board provides for noxious weed treatment as described herein, the Owner of a Site treated for noxious weed control shall pay all costs relating to enforcement incurred by the Board. 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 ranch lands.

w. Wood Stoves. All wood stoves shall meet current smoke emission and efficiency standards in accordance with state or local law.

x. Pesticides. Use of chemical herbicides and pesticides shall be prohibited except for controlling noxious weeds as stated in Paragraph 5(v).

y. Business Restrictions. No home office or business which, employs more than one employee shall be operated from any Site.

6. The Association. Membership and the operation of the Association shall be as follows:

a. Membership. Every Site owner shall be a member of the Association, and there shall be only one class of membership. Membership in the Association shall be a right appurtenant to each Site and shall not be subject to severance from the Ownership of such Site.

b. Voting. Each member shall have one vote for each Site owned by that member, which may be cast upon any matter to be decided by a vote of the membership. If there is more than one person or entity owning a Site, the vote of such member shall be cast as determined by those owning such Site. In the event of any dispute among joint or common ownership of a Site, the Board shall have the right to disqualify such member from voting on an issue unless or until the joint or common ownership of such Site has reached agreement as to such member's vote.

c. Composition of the Board. The Board shall consist of not less than three (3) nor more than seven (7) members of the Association, or such additional number as may be approved by the members in accordance with the Articles and Bylaws of the Association. The Board shall be elected by a majority vote of the members, and shall serve without compensation.

d. Authority and Duties of the Board. Pursuant to the powers and authority vested in it by Wyoming statute and by the Articles of Incorporation and Bylaws of the Association, the Board shall be responsible for the enforcement and administration of these Covenants, and shall take all actions necessary to enforce them, including judicial remedies for injunctive relief. The Board shall have the authority to adopt such rules and regulations as it may reasonably deem appropriate to enforce and to further the objectives of these Covenants. The Board shall prepare an annual budget for Common Services and shall have the authority to contract for and supervise Common Services, to assess Sites for a proportionate share of the expense of Common Services and to enforce collection of all expenses therefor, including the right on the behalf of the Association to file a lien against any Site and to file a civil action against any Owner. The Board shall have the authority to issue notice of approval of building plans after consideration of the recommendation of the Design Committee, or in the absence of action by the Design Committee, the Board shall have the authority to review and consider approval of any submitted plans. The Board also shall have authority to review any decision of the Design Committee, and to consider any matter that is subject to review or approval by the Design Committee, and any decision of the Board on any such matter shall take precedence over any decision of the Design Committee. In any instance where approval of the Design Committee is required, approval by the Board shall be deemed approval by the Design Committee. The Board shall have such other powers and authority as may be provided in the Bylaws of the Association which further its purpose to ensure development compatible with the unique environment of the Property, to maintain the Property, and to enforce these Covenants.

e. Design Committee. The Board shall appoint the Design Committee, the majority of which shall be Owners. The Design Committee shall review in timely manner all building plans, environmental and habitat enhancement plans, and wildlife management programs and shall recommend to the Board that the plan or program be approved, approved subject to conditions, or disapproved. The Design Committee shall encourage development which complements the unique natural environment of the Property, and may recommend design guidelines to the Board to further this purpose.

f. Meetings. The members of the Association and the Board of Directors of the Association shall hold annual meetings and such additional regular or special meetings as may be set forth in the Bylaws of the Association. Matters pertaining to all such meetings, including notices thereof, quorums, and provisions for voting in person or by proxy shall be set forth in the Bylaws of the Association.

7. Common Services and Assessments. The Association shall have the authority to provide Common Services and to assess the Sites for such services, however, unless approval of 2/3rds of owners is obtained the annual assessment will not exceed \$240. The Board shall contract for Common Services from time to time on behalf of the



Association in accordance with its authority. The Board shall prepare and approve an annual calendar year budget in accordance with the Bylaws and shall assess each Site its share of the projected annual expense of the Common Services. Any assessment for Common Services shall be due and payable within thirty (30) days of the date of assessment. The allocation and assessment of expense of Common Services shall be determined as follows:

a. For all Common Services, each Site shall be liable for a proportionate share of the expense of such Common Services, which shall be determined by dividing such expense equally among the combined total of all Sites.

b. In addition, upon sale or transfer of the Site, each Site owner shall pay an initial fee of \$100 to the Association to fund an ongoing operating reserve for the Association.

In the event that the estimate of the Board exceeds actual Common Services expenses, each Site shall be credited with the amount of such excess collected against future assessments. In the event that the estimate of the Board is less than the actual expense incurred or to be incurred for Common Services, the Board shall assess each Site and the owners thereof a proportionate share of such excess expense. The Board shall have the right to make special assessments for expenses relating to any unbudgeted item or emergency condition on the Property. The Board shall have the further right to charge interest at rate not to exceed the highest legal rate permitted by law for any assessment not paid within thirty (30) days of the date of assessment, to incur attorney's fees in the collection of Common Service expenses and the enforcement of these Covenants, and to charge such fees as a special assessment against the Site and the owners thereof.

8. Rights of Enforcement. The limitations and requirements for land use and development set forth in these Covenants shall be enforceable by the Declarant, the Association, and any Owner in the manner provided herein:

a. The Association shall have the right to file a claim against any Owner in any court having jurisdiction over such matters for the collection of expenses of Common Services and other expenses assessable herein, to reduce the claim to judgment, and to undertake the collection of the judgment in any manner permitted under the law;

b. The Association shall have the right to a lien against any Site and the improvements thereon to secure the payment of its share of the expense of Common Services assessed by the Association which is not paid within thirty days of the date of assessment, plus interest and reasonable attorney's fees. The Association is authorized to record a notice of lien in the office of the County Clerk of Laramie County, Wyoming, which shall include a description of the Site and the name of the Owner thereof and the basis for the amount of the lien. A copy of the notice of lien as filed in the County Clerk's office shall be sent to the Owner by certified or registered mail. Any lien may be foreclosed in the manner provided

for foreclosures of mortgages by the statutes of the State of Wyoming. In addition to the principal amount of the lien plus interest, the Association shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien, including any filing costs and reasonable attorney's fees not included in the lien amount;

c. The parties recognize that the ecological, wildlife, natural, scenic and open-space values which are the essence of this Instrument are not subject to monetary valuation and that monetary damages cannot adequately compensate for a violation of this instrument. The Declarant, the Association, each Owner shall have the right to enforce the terms or conditions of these Covenants by means of the entry of a temporary restraining order, injunction or any other form of equitable or legal relief. Each Owner hereby consents to the entry of a temporary restraining order or an injunction against him or her or his or her tenants or guests, to terminate and restrain any violation of these Covenants. Any Owner who uses or allows his or her site to be used or developed in violation of these Covenants further agrees to pay all costs incurred by the party enforcing these Covenants, including reasonable attorney's fees. In addition, the Association shall have the right to enforce the restoration of the portions of the Property affected by activities in violation of the terms and conditions of these Covenants to the condition which existed prior to the undertaking of such unauthorized activity. In all such cases, the cost of enforcement and/or restoration of the Property, including reasonable attorney's fees, whether or not judicial proceedings are initiated, shall be borne by the violating party;

d. The Declarant, the Association, each Owner shall have the right to make a claim for damages against any party arising from such party's failure to comply with and conform to the terms and conditions of these Covenants; and

e. Each Owner expressly consents to the jurisdiction of the courts of the State of Wyoming, consents to service of process outside the State of Wyoming, and waives objection to venue for any action filed in Laramie County, Wyoming.

9. Limitation of Liability. No member of the Board or the Design Committee shall be liable to any party for any action or inaction with respect to any provision of these Covenants, provided that such Board or Committee member has acted in good faith. No member of the Board shall have any personal liability in contract to a Owner, purveyor of services, or any other person or entity under any agreement or transaction entered into by a Board member on behalf of the Association.

10. Easement for Use and Access. Subject to the limitations of these Covenants, each Owner and his/her invitees in common with the other Owners shall have the right to use the Common Trails for non-vehicular uses including walking, running, or horseback riding. This easement shall run with the land for the benefit of all Sites plus any adjoining Sites that may be developed by Declarant on land it owns which may be developed in the future with a similar trail system that

would also be available for use by the owners of Sites within HR Ranch Phase I. It is understood that it is the intention of Declarant to develop an extensive trail system for the exclusive use and enjoyment of the owners and invited guests of Sites developed by Declarant.

11. Amendments and Variances. These Covenants may be amended by the written consent of 2/3rds of the membership of the Association. A variance shall be allowed from the conditions and restrictions of any of these Covenants upon approval of 2/3rds of the membership of the Association after recommendation of approval by the Board.

12. Duration of Covenants. These Covenants shall continue in full force and effect in perpetuity, subject to the right of amendment as set forth in Paragraph 11 hereof.

13. Severability. Any decision by a court of competent jurisdiction invalidating any Paragraph of these Covenants, or any part thereof, shall be limited to that Paragraph or part thereof affected by the decision of the court, and the remaining Paragraphs of the Covenants herein shall remain in full force and effect.

14. Acceptance of Covenants. Each and every Owner and their respective successors and assigns shall be bound by and subject to all of the provisions of this Declaration and the Covenants contained herein, and expressly accept and consent to the operation and enforcement of all of the provisions of this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration effective as of the 13th day of November, 2001.

HR Land Company, a Wyoming Limited Partnership

By: Lowham Associates, a Wyoming Corporation, Manager

By: *Paul Lowham*
Paul Lowham
President

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Paul Lowham this 13th day of November, 2001.

Renée Larson
Notary Public



LEGAL DESCRIPTION - Exhibit A1

LEGAL DESCRIPTION OF A PARCEL OF LAND BEING PORTIONS OF SECTIONS 31, 32, 33, 34, 35 AND 36 TOWNSHIP 14 NORTH, RANGE 65 WEST, AND PORTIONS OF SECTION 1, TOWNSHIP 13 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, LARAMIE COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A THE CORNER COMMON TO SECTIONS 27, 28, 33 AND 34; THENCE 500°D22'39"W ALONG THE LINE COMMON TO SECTIONS 33 AND 34 A DISTANCE OF 1657.39 FEET TO THE TRUE POINT OF BEGINNING; THENCE S89°D44'11"E A DISTANCE OF 111.06 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHERLY THE RADIUS OF SAID CURVE BEING 1920.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 11°D57'59" THE CHORD OF SAID CURVE BEARS N84°D16'49"E A DISTANCE OF 400.27 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 401.00 FEET; THENCE N78°D17'50"E A DISTANCE OF 163.26 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHWESTERLY THE RADIUS OF SAID CURVE BEING 260.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 95°D00'51" THE CHORD OF SAID CURVE BEARS N30°D47'24"E A DISTANCE OF 383.43 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 431.16 FEET; THENCE N73°D16'59"E A DISTANCE OF 80.00 FEET TO A POINT; THENCE N16°D43'01"W A DISTANCE OF 950.89 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHWESTERLY THE RADIUS OF SAID CURVE BEING 540.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 30°D09'31" THE CHORD OF SAID CURVE BEARS N31°D47'47"W A DISTANCE OF 280.97 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 284.24 FEET; THENCE N46°D52'32"W A DISTANCE OF 121.61 FEET TO A POINT ON A LINE COMMON TO SECTIONS 27 AND 34 FROM WHICH POINT THE CORNER COMMON TO SECTIONS 27, 28, 33 AND 34 BEARS S89°D58'36"W, A DISTANCE OF 420.85 FEET; THENCE N89°D58'36"E ALONG SAID LINE COMMON TO SECTIONS 27 AND 34 A DISTANCE OF 891.72 FEET TO A POINT; THENCE S00°D17'10"E A DISTANCE OF 32.77 FEET TO A POINT; THENCE S76°D37'50"W A DISTANCE OF 106.00 FEET TO A POINT; THENCE S13°D22'10"E A DISTANCE OF 259.87 FEET TO A POINT; THENCE N76°D37'21"E A DISTANCE OF 45.50 FEET TO A POINT; THENCE S00°D26'48"E A DISTANCE OF 656.96 FEET TO A POINT; THENCE N89°D26'53"E A DISTANCE OF 1314.91 FEET TO A POINT; THENCE N00°D17'52"W A DISTANCE OF 944.41 FEET TO A POINT ON A LINE COMMON TO SECTIONS 27 AND 34 FROM WHICH POINT THE CORNER COMMON TO SECTIONS 27, 28, 33 AND 34 BEARS S89°D58'36"W, A DISTANCE OF 2629.02 FEET; THENCE N89°D58'36"E ALONG SAID LINE COMMON TO SECTIONS 27 AND 34 A DISTANCE OF 2625.50 FEET TO THE CORNER COMMON TO SECTIONS 26, 27, 34 AND 35; THENCE N89°D52'47"E ALONG A LINE COMMON TO SECTIONS 26 AND 35 A DISTANCE OF 803.12 FEET TO A POINT; THENCE S00°D00'00"E A DISTANCE OF 979.76 FEET TO A POINT; THENCE N89°D23'45"E A DISTANCE OF 1082.27 FEET TO A POINT; THENCE S11°D45'39"W A DISTANCE OF 435.02 FEET TO A POINT; THENCE S22°D15'52"W A DISTANCE OF 486.62 FEET TO A POINT; THENCE S04°D53'50"W A DISTANCE OF 678.90 FEET TO A POINT; THENCE S64°D12'25"W A DISTANCE OF 184.97 FEET TO A POINT; THENCE S00°D00'00"E A DISTANCE OF 1173.86 FEET TO A POINT; THENCE N90°D00'00"E A DISTANCE OF 2449.45 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHWESTERLY THE RADIUS OF SAID CURVE BEING 540.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 66°D22'42" THE CHORD OF SAID CURVE BEARS S56°D48'39"E A DISTANCE OF 591.20 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 625.60 FEET; THENCE S23°D37'18"E A DISTANCE OF 461.47 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHEASTERLY THE RADIUS OF SAID CURVE BEING 660.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 47°D38'14" THE CHORD OF SAID CURVE BEARS S47°D26'25"E A DISTANCE OF 533.07 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 548.74 FEET; THENCE S71°D15'32"E A DISTANCE OF 283.56 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHEASTERLY THE RADIUS OF SAID CURVE BEING 295.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 71°D10'50" THE CHORD OF SAID CURVE BEARS S35°D40'07"E A DISTANCE OF 343.37 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 366.49 FEET; THENCE S00°D04'43"E A DISTANCE OF 262.89 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHEASTERLY THE RADIUS OF SAID CURVE BEING 310.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 59°D29'56" THE CHORD OF SAID CURVE BEARS S29°D49'40"E A DISTANCE OF 307.65 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 321.92 FEET; THENCE S59°D34'38"E A DISTANCE OF 399.05 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHEASTERLY THE RADIUS OF SAID CURVE BEING 310.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 63°D50'30" THE CHORD OF SAID CURVE BEARS S27°D39'23"E A DISTANCE OF 327.82 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 345.42 FEET; THENCE S04°D15'52"W A DISTANCE OF 226.69 FEET TO A POINT ON A CURVE BEING CONCAVE EASTERLY THE RADIUS OF SAID CURVE BEING 710.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 23°D53'04" THE CHORD OF SAID CURVE BEARS S07°D40'41"E A DISTANCE OF 293.84 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 295.97 FEET; THENCE S19°D37'13"E A DISTANCE OF 88.35 FEET TO A POINT ON A CURVE BEING CONCAVE WESTERLY THE RADIUS OF SAID CURVE BEING 690.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 25°D27'48" THE CHORD OF SAID CURVE BEARS S06°D53'19"E A DISTANCE OF 304.13 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 306.65 FEET; THENCE S05°D50'35"W A DISTANCE OF 665.19 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CAMPSTOOL ROAD; THENCE N81°D31'06"W ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 80.08 FEET TO A POINT; THENCE N05°D50'35"E A DISTANCE OF 661.51 FEET TO A POINT ON A CURVE BEING CONCAVE WESTERLY THE RADIUS OF SAID CURVE BEING 610.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 25°D27'48" THE CHORD OF SAID CURVE BEARS N06°D53'19"W A DISTANCE OF 268.87 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 271.10 FEET; THENCE N19°D37'13"W A DISTANCE OF 88.35 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHERLY THE RADIUS OF SAID CURVE BEING 790.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 23°D53'04" THE CHORD OF SAID CURVE BEARS N07°D40'41"W A DISTANCE OF 326.94 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 329.32 FEET; THENCE N04°D15'52"E A DISTANCE OF 226.69 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHWESTERLY THE RADIUS OF SAID CURVE BEING 230.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 63°D50'30" THE CHORD OF SAID CURVE BEARS N27°D39'23"W A DISTANCE OF 243.22 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 256.28 FEET; THENCE N59°D34'38"W A DISTANCE OF 399.05 FEET TO A



POINT ON A CURVE BEING CONCAVE NORTHEASTERLY THE RADIUS OF SAID CURVE BEING 390.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 59°D29'56" THE CHORD OF SAID CURVE BEARS N29°D49'40"W A DISTANCE OF 387.04 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 405.00 FEET; THENCE N00°D04'43"W A DISTANCE OF 262.89 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHWESTERLY THE RADIUS OF SAID CURVE BEING 215.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 71°D10'50" THE CHORD OF SAID CURVE BEARS N35°D40'07"W A DISTANCE OF 250.25 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 267.10 FEET; THENCE N71°D15'32"W A DISTANCE OF 283.56 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHEASTERLY THE RADIUS OF SAID CURVE BEING 740.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 47°D38'14" THE CHORD OF SAID CURVE BEARS N47°D26'25"W A DISTANCE OF 597.69 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 615.26 FEET; THENCE N23°D37'18"W A DISTANCE OF 461.47 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHWESTERLY THE RADIUS OF SAID CURVE BEING 460.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 66°D22'42" THE CHORD OF SAID CURVE BEARS N56°D48'39"W A DISTANCE OF 503.61 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 532.92 FEET; THENCE S90°D00'00"W A DISTANCE OF 2494.66 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHERLY THE RADIUS OF SAID CURVE BEING 660.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 09°D40'44" THE CHORD OF SAID CURVE BEARS S85°D09'38"W A DISTANCE OF 111.36 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 111.49 FEET; THENCE S80°D19'16"W A DISTANCE OF 317.76 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHERLY THE RADIUS OF SAID CURVE BEING 740.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 09°D40'44" THE CHORD OF SAID CURVE BEARS S85°D09'38"W A DISTANCE OF 124.86 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 125.01 FEET; THENCE S90°D00'00"W A DISTANCE OF 772.88 FEET TO A POINT ON A LINE COMMON TO SECTIONS 34 AND 35; THENCE S00°D21'16"E ALONG SAID LINE COMMON TO SECTIONS 34 AND 35 A DISTANCE OF 681.67 FEET TO A POINT; THENCE S89°D42'58"W A DISTANCE OF 5290.42 FEET TO A POINT WHICH IS 20.00 FEET FROM THE LINE COMMON TO SECTIONS 33 AND 34 AS MEASURED PERPENDICULAR TO SAID LINE; THENCE N00°D22'39"E ALONG A LINE 20.00 FEET FROM AND PARALLEL WITH SAID LINE COMMON TO SECTIONS 33 AND 34 A DISTANCE OF 1426.81 FEET TO A POINT ON A CURVE BEING CONCAVE EASTERLY THE RADIUS OF SAID CURVE BEING 500.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 26°D22'26" THE CHORD OF SAID CURVE BEARS N13°D33'52"E A DISTANCE OF 226.13 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 230.16 FEET; THENCE N26°D45'05"E A DISTANCE OF 633.41 FEET TO A POINT ON A CURVE BEING CONCAVE WESTERLY THE RADIUS OF SAID CURVE BEING 460.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 36°D47'14" THE CHORD OF SAID CURVE BEARS N08°D21'28"E A DISTANCE OF 290.30 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 295.35 FEET; THENCE N10°D02'09"W A DISTANCE OF 409.69 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHERLY THE RADIUS OF SAID CURVE BEING 2000.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 05°D59'00" THE CHORD OF SAID CURVE BEARS S87°D16'19"W A DISTANCE OF 208.76 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 208.85 FEET; THENCE N89°D44'11"W A DISTANCE OF 3811.78 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHEASTERLY THE RADIUS OF SAID CURVE BEING 460.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 50°D15'14" THE CHORD OF SAID CURVE BEARS S65°D08'12"W A DISTANCE OF 390.66 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 403.46 FEET; THENCE S40°D00'35"W A DISTANCE OF 1261.45 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHEASTERLY THE RADIUS OF SAID CURVE BEING 710.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 24°D10'44" THE CHORD OF SAID CURVE BEARS S27°D55'13"W A DISTANCE OF 297.40 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 299.62 FEET; THENCE S15°D49'50"W A DISTANCE OF 595.28 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHWESTERLY THE RADIUS OF SAID CURVE BEING 790.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 34°D34'32" THE CHORD OF SAID CURVE BEARS S33°D07'06"W A DISTANCE OF 469.53 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 476.73 FEET; TO A POINT ON A CURVE BEING CONCAVE NORTHERLY THE RADIUS OF SAID CURVE BEING 315.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 85°D01'06" THE CHORD OF SAID CURVE BEARS N87°D05'05"W A DISTANCE OF 425.70 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 467.41 FEET; THENCE N44°D34'32"W A DISTANCE OF 520.56 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHWESTERLY THE RADIUS OF SAID CURVE BEING 460.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 36°D39'58" THE CHORD OF SAID CURVE BEARS N62°54'30"W A DISTANCE OF 289.38 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 294.37 FEET; THENCE N81°D14'29"W A DISTANCE OF 680.69 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHEASTERLY THE RADIUS OF SAID CURVE BEING 235.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 67°D11'25" THE CHORD OF SAID CURVE BEARS S65°D09'48"W A DISTANCE OF 260.06 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 275.58 FEET; THENCE S31°D34'06"W A DISTANCE OF 439.42 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHWESTERLY THE RADIUS OF SAID CURVE BEING 315.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 71°D22'51" THE CHORD OF SAID CURVE BEARS S67°D15'31"W A DISTANCE OF 367.54 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 392.44 FEET; THENCE N77°D03'04"W A DISTANCE OF 757.13 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHERLY THE RADIUS OF SAID CURVE BEING 579.24 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 28°D12'32" THE CHORD OF SAID CURVE BEARS N62°D56'48"W A DISTANCE OF 282.31 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 285.18 FEET; THENCE N48°D50'32"W A DISTANCE OF 170.10 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHERLY THE RADIUS OF SAID CURVE BEING 260.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 42°D30'54" THE CHORD OF SAID CURVE BEARS S70°D05'59"W A DISTANCE OF 188.53 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 192.93 FEET; THENCE S88°D38'34"W A DISTANCE OF 494.35 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHERLY THE RADIUS OF SAID CURVE BEING 460.00 FEET, THE CENTRAL ANGLE OF SAID CURVE BEING 7°24'16", THE CHORD OF SAID CURVE BEARS S84°56'26"W A DISTANCE OF 59.40 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 59.45 FEET; THENCE S81°14'19"W A DISTANCE OF 358.09 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHERLY THE RADIUS OF SAID CURVE BEING 960.00 FEET, THE CENTRAL ANGLE OF SAID CURVE BEING 10°55'42", THE CHORD OF SAID CURVE BEARS S75°46'27"W A DISTANCE OF 182.83 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 183.11 FEET; THENCE S70°18'36"W A DISTANCE OF 407.84 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHERLY THE RADIUS OF SAID CURVE BEING 1540.00 FEET, THE CENTRAL ANGLE OF SAID CURVE BEING 3°45'29", THE CHORD OF SAID CURVE BEARS S72°11'21"W A DISTANCE OF 100.99 FEET; THENCE ALONG THE ARC OF SAID



CURVE A DISTANCE OF 101.01 FEET; THENCE S74°04'06"W A DISTANCE OF 454.22 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHERLY THE RADIUS OF SAID CURVE BEING 710.00 FEET, THE CENTRAL ANGLE OF SAID CURVE BEING 15°03'36", THE CHORD OF SAID CURVE BEARS S66°32'18"W A DISTANCE OF 186.09 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 186.62 FEET; THENCE S59°00'29"W A DISTANCE OF 170.69 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHERLY THE RADIUS OF SAID CURVE BEING 540.00 FEET, THE CENTRAL ANGLE OF SAID CURVE BEING 11°47'28", THE CHORD OF SAID CURVE BEARS S64°54'14"W A DISTANCE OF 110.93 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 111.13 FEET; THENCE S70°47'58"W A DISTANCE OF 561.37 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHERLY THE RADIUS OF SAID CURVE BEING 1040.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 02°47'44" THE CHORD OF SAID CURVE BEARS S72°D11'50"W A DISTANCE OF 50.74 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 50.74 FEET; THENCE S73°D35'42"W A DISTANCE OF 467.34 FEET TO A POINT; ON A CURVE BEING CONCAVE NORTHERLY THE RADIUS OF SAID CURVE BEING 540.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 18°D52'15" THE CHORD OF SAID CURVE BEARS S83°D01'49"W A DISTANCE OF 177.05 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 177.85 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF CAMPSTOOL ROAD AND A POINT ON A CURVE BEING CONCAVE WESTERLY THE RADIUS OF SAID CURVE BEING 843.94 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 05°D26'10" THE CHORD OF SAID CURVE BEARS N04°D10'23"E A DISTANCE OF 80.04 FEET; THENCE ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE OF CAMPSTOOL ROAD A DISTANCE OF 80.07 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHERLY THE RADIUS OF SAID CURVE BEING 460.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 18°D34'25" THE CHORD OF SAID CURVE BEARS N82°D52'55"E A DISTANCE OF 148.47 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 149.12 FEET; THENCE N73°D35'42"E A DISTANCE OF 467.34 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHERLY THE RADIUS OF SAID CURVE BEING 960.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 02°D47'44" THE CHORD OF SAID CURVE BEARS N72°D11'50"E A DISTANCE OF 46.84 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 46.84 FEET; THENCE N70°D47'58"E A DISTANCE OF 561.37 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHERLY THE RADIUS OF SAID CURVE BEING 460.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 11°D47'28" THE CHORD OF SAID CURVE BEARS N64°D54'14"E A DISTANCE OF 94.50 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 94.67 FEET; THENCE N59°00'29"E A DISTANCE OF 170.69 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHERLY THE RADIUS OF SAID CURVE BEING 790.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 15°D03'36" THE CHORD OF SAID CURVE BEARS N66°D32'18"E A DISTANCE OF 207.05 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 207.65 FEET; THENCE N74°04'06"E A DISTANCE OF 454.22 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHERLY THE RADIUS OF SAID CURVE BEING 1460.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 3°D45'29" THE CHORD OF SAID CURVE BEARS N72°D11'21"E A DISTANCE OF 95.75 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 95.76 FEET; THENCE N70°18'36"E A DISTANCE OF 407.84 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHERLY THE RADIUS OF SAID CURVE BEING 1040.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 10°D55'42" THE CHORD OF SAID CURVE BEARS N75°D46'27"E A DISTANCE OF 198.07 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 198.37 FEET; THENCE N81°14'19"E A DISTANCE OF 358.09 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHERLY THE RADIUS OF SAID CURVE BEING 540.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 7°D24'16" THE CHORD OF SAID CURVE BEARS N84°D56'26"E A DISTANCE OF 69.74 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 69.78 FEET; THENCE N88°38'34"E A DISTANCE OF 494.35 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHERLY THE RADIUS OF SAID CURVE BEING 340.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 42°D30'54" THE CHORD OF SAID CURVE BEARS S70°D05'59"E A DISTANCE OF 246.54 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 252.29 FEET; THENCE S48°50'32"E A DISTANCE OF 170.10 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHERLY THE RADIUS OF SAID CURVE BEING 499.24 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 28°D12'32" THE CHORD OF SAID CURVE BEARS S62°D56'48"E A DISTANCE OF 243.32 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 245.80 FEET; THENCE S77°D03'04"E A DISTANCE OF 757.13 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHWESTERLY THE RADIUS OF SAID CURVE BEING 235.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 71°D22'51" THE CHORD OF SAID CURVE BEARS N67°D15'31"E A DISTANCE OF 274.20 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 292.77 FEET; THENCE N31°D34'06"E A DISTANCE OF 439.42 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHEASTERLY THE RADIUS OF SAID CURVE BEING 315.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 67°D11'25" THE CHORD OF SAID CURVE BEARS N65°D09'48"E A DISTANCE OF 348.59 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 369.40 FEET; THENCE S81°D14'29"E A DISTANCE OF 680.69 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHWESTERLY THE RADIUS OF SAID CURVE BEING 540.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 36°D39'58" THE CHORD OF SAID CURVE BEARS S62°D54'30"E A DISTANCE OF 339.70 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 345.57 FEET; THENCE S44°D34'32"E A DISTANCE OF 520.56 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHERLY THE RADIUS OF SAID CURVE BEING 235.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 85°D01'06" THE CHORD OF SAID CURVE BEARS S87°D05'05"E A DISTANCE OF 317.58 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 348.71 FEET; TO A POINT ON A CURVE BEING CONCAVE NORTHWESTERLY THE RADIUS OF SAID CURVE BEING 710.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 34°D34'32" THE CHORD OF SAID CURVE BEARS N33°D07'06"E A DISTANCE OF 421.98 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 428.45 FEET; THENCE N15°D49'50"E A DISTANCE OF 595.28 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHEASTERLY THE RADIUS OF SAID CURVE BEING 790.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 24°D10'44" THE CHORD OF SAID CURVE BEARS N27°D55'13"E A DISTANCE OF 330.91 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 333.38 FEET; THENCE N40°D00'35"E A DISTANCE OF 1261.45 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHEASTERLY THE RADIUS OF SAID CURVE BEING 540.00 FEET THE CENTRAL ANGLE OF SAID CURVE BEING 50°D15'14" THE CHORD OF SAID CURVE BEARS N65°D08'12"E A DISTANCE OF 458.60 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 473.63 FEET; THENCE S89°D44'11"E A DISTANCE OF 3700.72 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS 656.15 ACRES MORE OR LESS.



**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR
HR RANCH PHASE I SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, the following is an Amendment to the "Declaration of Covenants, Conditions and Restrictions for HR Ranch, Cheyenne, Wyoming" governing the HR Ranch Phase I Subdivision recorded with the Laramie County Clerk of Deeds at Book 1619 Pages 628 through 645 on November 13, 2001. This Amendment supersedes all prior Declarations.

This amendment is done pursuant to Paragraph 11 of the Covenants which provides for amendment by two-thirds (2/3) written consent of the membership of the Association. This amendment is signed on behalf of the Association by the President. The original executed consents of two-thirds (2/3) of the membership of the Association are on file at the office of legal counsel for the Association, Gay Woodhouse Law Office, P.C.

NOW THEREFORE, the Paragraph 5d is hereby amended to read as follows:

d. Authorized Structures. Only three (3) structures including one Principal Residence, and/or one (1) guest house, and/or one (1) detached garage, and/or one (1) barn or other accessory structure shall be permitting within each Tract, subject to any additional restriction contained herein. In no event shall there be more than three (3) structures on any Tract. One storage shed shall be allowed on each property and shall not be considered a "structure" for purposes of this section. The shed must be a minimum size of 10' X 12' and must be approved in accordance with Section 4. The shed need not meet the floor area limitations set forth in Section 5 h. Any such shed shall not be considered a temporary structure under Section 5 k.

All other provisions shall remain the same and in full force and effect.

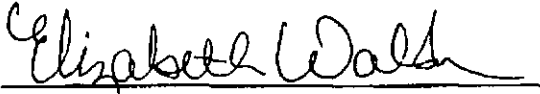
Signed this 29th day of July, 2008.



Ron Hammel,
President of the HR Ranch Homeowners' Association
On behalf of the HR Ranch Homeowners' Association

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

Subscribed, sworn to and acknowledged before me by Ron Hammel,
this 29th day of July, 2008.



Notary Public

My commission expires: *May 18, 2011*



**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR
HR RANCH PHASE I SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, the following is an Amendment to the "Declaration of Covenants, Conditions and Restrictions for HR Ranch, Cheyenne, Wyoming" governing the HR Ranch Phase I Subdivision recorded with the Laramie County Clerk of Deeds at Book 1619 Pages 628 through 645 on November 13, 2001. This Amendment supersedes all prior Declarations with respect to the following covenant provisions.

This amendment is done pursuant to Paragraph 11 of the Covenants which provides for amendment by two-thirds (2/3) written consent of the membership of the Association. This amendment is signed on behalf of the Association by the President. The original executed consents of two-thirds (2/3) of the membership of the Association are on file at the office of legal counsel for the Association, Woodhouse Roden, LLC.

NOW THEREFORE, Paragraph 5p is hereby amended to read as follows:

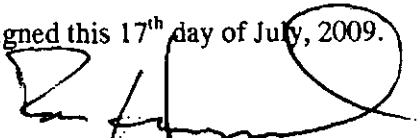
p. Signs. No signs or advertising devices shall be erected or maintained on any Tract, except for 1) a sign approved by the Board which identifies the Owner or resident and the address of each Tract, 2) street and directional signage on roads and 3) one (1) sign two feet (2') by three feet (3') maximum size for purposes of advertising that the real property located thereon is for sale, which shall be removed upon the sale thereof.

NOW THEREFORE, Paragraph 11 is hereby amended to read as follows:

11. Amendments and Variances. These covenants may be amended by the written consent of 2/3rds of lot owners in HR Ranch 1st, 2nd, and 3rd filings. A variance shall be allowed from the conditions and restrictions of any of these Covenants upon approval of 2/3rds of the lot owners in HR Ranch 1st, 2nd, and 3rd filings after recommendation of approval by the Board.

All other provisions shall remain the same and in full force and effect.

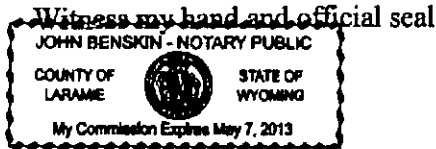
Signed this 17th day of July, 2009.



Ron Hammel,
President of the HR Ranch Homeowners' Association
On behalf of the HR Ranch Homeowners' Association

THE STATE OF WYOMING)
)
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged, subscribed and sworn to before me
by
Ron Hammel, and personally known to me, this 17th day of July, 2009.



John Benskin

NOTARY PUBLIC

My commission expires: 5/7/2013

**THIRD AMENDMENT TO DECLARATION OF CONVENTANTS,
CONDITIONS AND RESTRICTIONS FOR
HR RANCH PHASE I SUBDIVISION**

KNOWN ALL MEN BY THESE PRESENTS, the following is an Amendment to the "Declaration of Covenants, Conditions and Restrictions for HR Ranch, Cheyenne, Wyoming" governing the HR Phase I Subdivision recorded with the Laramie County Clerk of Deeds at Book 1619 Pages 628 through 646 on November 13, 2001, the "Amendment to Declaration of Covenants, Conditions, and Restrictions for HR Ranch Phase 1 Subdivision" recorded with the Laramie County Clerk of Deeds at Book 2069 Pages 1186-1187 on July 29, 2008, and "Second Amendment to Declaration of Covenants, Conditions, and Restrictions for HR Ranch Phase I Subdivision" recorded with the Laramie County Clerk of Deeds at Book 2124 Pages 990 through 991 on July 27, 2009. This Amendment supersedes all prior Declarations.

This amendment is done pursuant to Section 11 of the Covenants as revised by the Second Amendment recorded on July 27, 2009 at Book 2124 Pages 990 though 991, which provides for amendment by two-thirds (2/3) written consent of the lot owners in HR Ranch 1st, 2nd, and 3rd filings.

NOW THEREFORE, first paragraph of Section 4 is hereby amended to read as follows:

4. Submission and Approval of Improvement Plans. No building, structure, road, fence, or improvement of any kind shall be erected, built, located, altered, modified, enlarged, reconstructed or permitted to remain on any Site, and no construction activities or removal of vegetation shall be commenced until a notice of approval of such plans has been issued therefore by the Board, except that grass and weeds may be cut without prior approval.

NOW THEREFORE, the second paragraph of Section 4a is hereby amended to read as follows:

Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these Covenants. A fee of One Hundred Dollars (\$100.00) shall be paid to the Board for the processing and review of all structures within the Building Envelope. The One Hundred Dollar (\$100.00) fee need only be paid once upon construction of the initial structure on the property. Plans may also be submitted electronically in .pdf format or other electronic format to the Board. The plot plan for the principle residence shall be prepared by a licensed surveyor.

NOW THEREFORE, Section 5k is hereby amended to read as follows:

k. Temporary Structures Prohibited. No temporary structures, such as trailers, tents, shacks or other similar buildings shall be permitted on any Tract, except during construction as authorized by the Board.

Exception: One flatbed trailer, or one cargo trailer, or one horse trailer is allowed to be parked outside as closely as possible to a structure. Only one of these three types of trailers is allowed to be stored outside on the Tract. All trailers must be in good operating condition and all trailers requiring such by state law must be properly registered and licensed. In addition, one boat on a trailer and one camper may be parked outside between May 1st and November 15th of each year.

NOW THEREFORE, Section 51 is hereby amended to read as follows:

1. Maintenance. Each Tract and all improvements thereon shall be maintained in a clean, safe and slightly condition. Boats, tractors, snowmobiles, vehicles other than automobiles, campers (whether or not on a truck), snow removal equipment, and garden or maintenance equipment shall be kept at all times, except when in actual use, indoors, within one of the approved structures. All vehicles must have current registration. Refuse, garbage and trash shall be kept at all times in a covered container and any such container shall be kept within an enclosed structure. Refuse and garbage enclosures shall be constructed to shield the container from public view. Service area, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, materials, build materials, scraps, refuse or trash shall be kept, stored or allowed to accumulate on any Tract.

Exception: One flatbed trailer, or one cargo trailer, or one horse trailer is allowed to be parked outside as closely as possible to a structure. Only one of these three types of trailers is allowed on the Tract. All trailers must be in good operating condition and all trailers requiring such by state law must be properly registered and licensed. In addition, one boat on a trailer and one camper may be parked outside between May 1st and November 15th of each year.

NOW THEREFORE, the third Paragraph of Section 5m is hereby amended to read as follows:

Not more than a total of three dogs and three cats may be kept on any Site, provided, however, that a litter of puppies or kittens may be kept or maintained upon any Site for a period not to exceed six (6) months, provided that said puppies or kittens are maintained and restrained as provided herein and are not being raised in violation of these Covenants.

NOW THEREFORE, Section 5s is hereby amended as follows:

s. Snowmobiles, All-Terrain Vehicles and Motorcycles. No snowmobile, all-terrain vehicle, motorcycle or other similar device shall be operated on any Tract except that such vehicle may be used for access to and from residential structures.

Exception: All-terrain vehicles may be used to aid landowners in performing maintenance such as snowplowing, dirt moving, mowing or pulling a utility trailer.

NOW THEREFORE, Section 5t(1) is hereby amended as follows:

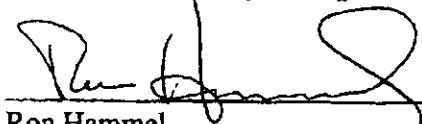
(1) No owner of any Site shall remove or alter or allow others to remove or alter any of the existing vegetation thereon, except as is absolutely necessary for the clearing and preparation of the building Site for the purposes of constructing authorized structures of access driveways thereon, except that grass and weeds may be cut;

NOW THEREFORE, Section 10 is hereby amended as follows:

10. Easement for Use and Access. Subject to the limitations of these Covenants, each Owner and his/her invitees in common with the other Owners shall have the right to use the Common Property and the Riding/Hiking Trails thereon for non-vehicular uses including walking, running, or horseback riding. Non-motorized mountain bikes are allowed on Common Property, Riding/Hiking Trails, and Open Space and all traffic should yield to horseback riders. This easement shall run with the land for the benefit of all Sites plus any adjoining Sites that may be developed by Declarant on land it owns which may be developed in the future with a similar trail system that would also be available for use by the owners of Sites within HR Ranch Phase I. It is understood that it is the intention of Declarant to develop an extensive trail system for the exclusive use and enjoyment of the owners and invited guests of Sites developed.

All other provisions shall remain the same and in full force and effect.

Signed this 9th day of August, 2011.



Ron Hammel,
President of the HR Ranch Homeowners' Association
On behalf of the HR Ranch Homeowners' Association

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by Ron Hammel on this 9th day of August, 2011.

Witness my hand and official seal.



Jessica Nyffler
NOTARY PUBLIC

My commission expires:
August 21, 2013

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
HR RANCH PHASE I SUBDIVISION**

KNOWN ALL MEN BY THESE PRESENTS, the following is an Amendment to the "Declaration of Covenants, Conditions and Restrictions for HR Ranch, Cheyenne, Wyoming" governing the HR Phase I Subdivision recorded with the Laramie County Clerk of Deeds at Book 1619 Pages 628 through 646 on November 13, 2001, the "Amendment to Declaration of Covenants, Conditions, and Restrictions for HR Ranch Phase 1 Subdivision" recorded with the Laramie County Clerk of Deeds at Book 2069 Pages 1186-1187 on July 29, 2008, "Second Amendment to Declaration of Covenants, Conditions, and Restrictions for HR Ranch Phase I Subdivision" recorded with the Laramie County Clerk of Deeds at Book 2124 Pages 990 through 991 on July 27, 2009, and "Third Amendment to Declaration of Covenants, Conditions and Restrictions for HR Ranch Phase I Subdivision" recorded with the Laramie County Clerk of Deeds at Book 2231, Pages 964 through 967 on August 10, 2011. This Amendment supersedes all prior Declarations.

This amendment is done pursuant to Section 11 of the Covenants as revised by the Second Amendment recorded on July 27, 2009 at Book 2124 Pages 990 through 991, which provides for amendment by two-thirds (2/3) written consent of the lot owners in the Association.

NOW THEREFORE, the following Paragraph shall be added to the end of Section 5m:

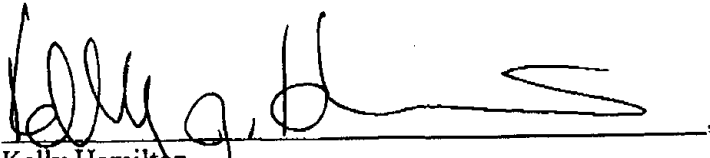
The Owner(s) of Sites 32 and 33 shall have the right to maintain horses on those Sites, provided that all five of the following conditions are met:

- (1) Sites 32 and 33 are both owned by the same owner(s) and used and maintained as one contiguous Site;
- (2) The Site is fenced per the specifications of Paragraph 5(i);
- (3) One of the three permitted structures on such Site is constructed as a fully-enclosed stable or a three-sided open shelter with an adjoining corral; and
- (4) Adequate supplemental feed and drinking water is provided daily so that the native grasses and other vegetation on the Site is not reduced or compromised as a result of over-grazing;
- (5) Owner may maintain no more than a total of two (2) horses upon the combined Site; however, young of the adult animals may be kept or maintained upon the Site for a period not to exceed six (6) months, provided that said young are maintained and restrained as

provided herein and are not being raised in violation of these Covenants.

All other provisions, as amended, shall remain the same and in full force and effect.

Signed this 14th day of June, 2013.



Kelly Hamilton,
President of the HR Ranch Homeowners' Association
On behalf of the HR Ranch Homeowners' Association

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by Kelly Hamilton on this 14th day of June, 2013.

Witness my hand and official seal.




NOTARY PUBLIC

My commission expires: 3-19-2017