

STATE OF WYOMING)
)
 COUNTY OF LARAMIE) ss

**JS BAR CORPORATION
 To
 THE PUBLIC**

**DECLARATION OF PROTECTIVE COVENANTS
 FOR
 THE PRESERVE AT HUMPHREY FARMS**

KNOW ALL MEN BY THESE PRESENTS, that JS BAR CORPORATION being the owner in fee simple of the real property known as THE PRESERVE SUBDIVISION, does hereby covenant, agree and make the following Declaration of Protective Covenants for The Preserve at Humphrey Farms.

ARTICLE I: INTENT AND SCOPE OF COVENANTS

Section 1: INTENT. This Declaration of Protective Covenants is intended to facilitate and regulate the construction and placement of appropriate improvements within the real property, as well as the proper use of the property for the purpose of preserving and enhancing the value, desirability and attractiveness of The Preserve at Humphrey Farms Subdivision.

Section 2: SCOPE. The Declaration of Protective Covenants applies to all of Lots 1 through 74 The Preserve at Humphrey Farms Subdivision a parcel of land situated in the County of Laramie, State of Wyoming described as portions of Sections 22 and 23, Township 14 North, Range 65 West of the 6th P.M., Laramie County, Wyoming as shown on survey plat recorded in the office of the Laramie County Clerk as Document _____ in plat cabinet # _____, drawer _____ on _____, 2006.

ARTICLE II: DEFINITION OF FREQUENTLY USED TERMS

Section 1: "Association" means the Preserve at Humphrey Farms Subdivision Property Owners Association, Inc. its successors and assigns which shall be operated as a non-profit organization. Members of the Association shall be the Owners of the Lots in the subdivision known as The Preserve at Humphrey Farms Subdivision. The Officers of the Association shall be elected from the sixty three (63) Lot owners and shall carry out the functions of the Association in accordance with this Declaration and the by-laws adopted by the Association.

Section 2: "Board" means the Board of Directors of the Association.

Section 3: "Committee" means the Architectural Control Committee as established pursuant to Article IV of this Declaration. Following the sale and development of the Lots in The Preserve, the functions of the Committee in approving substantial alterations, fencing, home occupations, activities and resolving disputes as addressed in this Declaration, may be delegated by unanimous vote of the Committee to the Association and shall then be controlled by vote and means specified in the applicable provision of this Declaration.

Section 4: "Common Property" and "Open Space" means Lots 64, 65, 66, 67, 68, 69, 70, 71, 72, 73 and 74 and the easements marked as horse trails in the Subdivision and any additional land that the Declarants may subsequently convey and/or transfer to the Lot Owners. The ownership of the Open Space shall be jointly held with the Owners each holding a 1/63 interest as set forth in Article XI, Section 1. Lot 65 shall be dedicated to farming use and restricted from use by the Owners as set forth herein.

Section 5: "Declaration" means the Declaration of Protective Covenants for the Preserve at Humphrey Farms.

Section 6: "Declarants" means the members of JS BAR Corporation executing this Declaration.

Section 7: "Owner" means the record owner(s), whether one or more persons, of fee simple title to any Lot (or in the event of "Contract for Deed" transaction involving any Lot, the Purchaser (s) thereunder, but excluding those having such interest solely as security for the performance of any obligation, in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof. Whenever the term, "Lot Owner" is used, it means Owner as defined herein.

Section 8: "The Preserve" means the subdivision known as The Preserve at Humphrey Farms subdivision and may also be referred to herein as the "project" or the "subdivision."

Section 9: "Road Costs" means the following minimum costs to maintain the roads as follows: 1) Standard roadway maintenance blading four (4) times per year; 2) Snow removal for major events estimated at three (3) times per year to be paid for annual road assessment money, and 3) replace three inches (3") of roadway gravel at approximately ten (10) year intervals to be paid for by special assessment.

Section 10: "Substantial alteration or renovation" means any significant change in a permanent structure which shall either: 1) cost two thousand (\$2,000) or more; or 2) make a significant change to the appearance of any Lot. A determination regarding whether a modification constitutes a substantial alteration or renovation if in question may be made by submission to the Committee or the Association and shall be determined by majority vote.

Section 11: "Lot" means a parcel designated as one of Lots 1-63 of the above referenced plat.

ARTICLE III: USES AND RESTRICTIONS

Section 1: Principal Use. It is intended that the Lots within The Preserve at Humphrey Farms Subdivision shall be used and occupied as rural residential/recreational sites for the full enjoyment of the Owner thereof subject to the Covenants contained herein:

Section 2: Nuisances No billboards, junk yards, accumulations of junk, debris, or trash or junk cars shall be maintained upon any Lot. No noxious or offensive activity is permitted on any Lot, as reasonably determined by the Homeowners Association. For purpose of this section a "nuisance" shall be construed in light of case law precedent for the State of Wyoming. Notwithstanding the aforementioned, for purposes of this section the following activities upon any Lot shall be deemed a nuisance per se; discharging fireworks with the exception of celebrating Independence Day. Residentially approved fireworks may be used if there is no fire ban in Laramie County and weather conditions are favorable. The Board of Directors of the Preserve at Humphrey Farms HOA (from here on referred to as the board) will meet prior to this time period to approve the duration of use (if any) and type of fireworks that will be allowed. When use is approved by the Board, fireworks will only be allowed between the hours of 10am and 10 pm. Minor will be supervised by an adult while discharging fireworks. Fireworks will be used in a safe and prudent manner and will be discharged by the land owned by the Lot Owner with the Lot Owner present. Any resident(s) using fireworks in a manner contrary to the covenants will be subject to a \$100 fine administered by the Board and be responsible for any damages resulting in their use; operating all terrain vehicles (ATV's) or other off road recreational vehicles within the Preserve at Humphrey Farms Subdivision (except on designated private or public roadways if the operator is operating them in accordance with all traffic laws and if licensed for such use upon the Lot owned by the owner of the vehicle for very limited times and purposes so as not to disturb the serenity of the area and/or leave tracks on the native turf) Snowmobiles shall not be driven across country at any time within the Preserve at Humphrey Farms Subdivision

Section 3: Commercial Enterprise. No manufacturing or commercial business activity other than home occupation use in conformity with Section 4 below may be conducted upon any Lot within The Preserve.

Section 4: Home Occupations. Home occupations are permitted under the terms specified in this section and this Declaration, however, nothing in this section shall be construed to relieve any person from compliance with any and all State and/or County zoning regulations applicable to home occupations. The Owner shall be responsible to determine which regulations govern Owner's intended and actual home occupation use and shall be responsible for complying with those regulations. All home occupations shall have prior approval by the Committee or the Association (as set forth in Article II, Section 3) and shall comply with any specific restrictions or limitations established by the Committee or the Association. In addition to, and notwithstanding anything in the State and/or County zoning regulations to the contrary, all home occupation uses within The Preserve shall be in compliance with the following restrictions:

- a. There shall be no offensive noises, vibrations, smoke, dust, odors, heat or glare noticeable at or beyond the property line.

- b. No storage or display of business materials, goods, supplies, commercial equipment, commercial tractors, and/or other heavy equipment shall be visible outside any structure located on the property.
- c. There shall be only incidental sales of stock, supplies or products to customers and/or clients on the premises; however catalogue, postal and/or telephone sales are permitted. Retail trade or any other business activity involving customer traffic on a non-incidental basis is prohibited.
- d. Employees working on the site of the home occupation shall only be bona fide and full-time residents of the home dwelling which is situated on the Lot.
- e. Notwithstanding anything herein above to the contrary the following business/activities shall not be allowed upon any Lot.

1) Body or mechanic repair to include any modification, assembly or painting of motor vehicles and repair of internal combustion engines or any business where the following services are carried out: general repair, engine rebuilding or reconditioning of motor vehicles, collision service such as body, frame and fender straightening, and oils lubricants, grease, tires, batteries and accessories. This exclusion is not intended to prohibit owner from working on his/her own personal vehicle(s) – including maintenance, repair, refurbishing, rebuilding – as long as such activity is within a completely enclosed garage or outbuilding which completely screens the sight and sound of the activity from adjoining property.

2) Any other home occupation which is determined as noxious, offensive or annoying by a majority vote of the Association membership or the Committee whichever applies pursuant to Article II, Section 3.

Section 5: Dumping/Trash. All trash, garbage, refuse and debris shall be deposited on each Lot in sanitary containers and/or a dumpster maintained for that purpose. Each Lot owner shall be responsible for maintaining the dumpsters and having them emptied on a regular basis at the owner's expense. No Lot shall be used or maintained as a dumping or storage ground for rubbish, scrap, debris, or junk including, but not limited to, junked cars (unless stored as provided in Section 7 below), appliances, building materials, etc. No outdoor burning of trash or any other rubbish is permitted. A Lot owner bears the responsibility to insure at all times that no trash, debris, or material of any kind be allowed to blow off of the Lot.

Section 6: Excavation. No refining, quarrying or mining operations of any kind shall be permitted upon and/or in any Lot. Nor shall underground fuel tanks, excavated tunnels, mineral excavations or shafts be permitted upon and/or in any Lot, except LP (propane) tanks.

Section 8: Mobile Homes, Manufactures Homes and Relocated Homes Prohibited. All home construction shall be new on site construction and no mobile homes and/or modular (manufactured) homes/housing shall be permitted on any Lot. Pre-existing stick built dwelling transferred from other locations are not permitted.

Section 9: Temporary Structures. No structure of a temporary character (such as a tent, shack, camper, RV, motor home, basement barrack, garage, barn or other outbuilding) shall be used as a residence, or in such a repeated manner of practice that it takes on a permanent nature. No weekend or overnight camping shall be allowed upon any Lot. The use of a camper/RV/motor home or similar vehicle for temporary housing may be permitted only with prior written approval from the Committee.

Section 10: Signs. No sign of any kind shall be displayed to the public view on any Lot except as follows: (1) the signs advertising the initial offering of The Preserve at Humphrey Farms Subdivision; (2) One sign of not more than five square feet advertising the property for sale or rent; and (3) Signs of no more than twelve (12) square feet used by a builder to advertise the property during the construction period only; (4)

Billboards addressed in "Easements" which produce annual revenue in favor of The Preserve at Humphrey Farms Home Owners Association.

Section 11: Single Family Homesites/Further Division Restriction. No structure other than one private single family dwelling together with a private garage and/or outbuilding as provided hereinafter shall be erected, placed, or permitted to remain on any Lot. No Lot may be further subdivided into smaller tracts.

Section 12: Antennas and Satellite Dishes. No more than one (1) television antenna (and/or specialty antenna utilized for purposes other than television) is acceptable provided the same is less than twenty-five feet (25') in height. A television satellite dish two feet (2') or less in diameter which is affixed to a home, or which is situated within twelve feet (12') of the side of a home, is acceptable without prior Committee approval. If an Owner wants to place multiple satellite dishes or satellite dishes which are greater than two (2') feet in diameter on any Lot, the owner shall obtain prior written approval of the Committee or the Association (See Article II, Section 3) prior to installation.

Section 13: Domestic Pets and Animals. Domestic pets and livestock shall be permitted on a Lot pursuant to the following conditions and restrictions:

a. Domestic Pets. Commonly accepted domestic pets may be kept on all Lots provided they are not maintained or kept for commercial or breeding purposes. All such domestic pets shall be under the control of the Owner at all times and shall not be allowed to run free off the Owner's Lot. No animal of any kind shall be permitted which in the opinion of the Committee or a majority of the Association makes an unreasonable amount of noise, odor or which is a nuisance or threatens wildlife. A limit of no more than four (4) domestic pets shall be allowed to inhabit a Lot. A litter of cats or dogs are permitted so long as they shall not be maintained on the premises in excess of six (6) months. Dog kennels and structures for other domestic pets shall be approved by the Committee or Association pursuant to Article II, Section 3, prior to being build and shall be consistent with the design of the dwelling and other structures on any Lot.

b. Livestock. Up to two (2) horses, llamas or alpacas may be kept for recreational purposes on each Lot. The maximum number of horses/llamas or alpacas may be exceeded by one (1) in the event of the birth of an offspring; however, this exemption shall expire after one hundred eighty (180) days. In any case where an Owner elects to have horses, llamas or alpacas upon the Lots permitted, they shall be stabled in an area/barn which is no larger than fifteen hundred (1500) to two thousand (2000) square feet with a surrounding corral area consisting of four thousand (4,000) to five thousand (5,000) square feet within which the animals are kept. Horses, llamas or alpacas shall be permitted only if non-grazing feeding is utilized for the animals. The boarding of horses, llamas, or alpacas not belonging to the Owner is strictly prohibited. Horses may also be ridden on the dedicated internal horse trails in the open space of the subdivision. Other livestock may be kept on the Lot including up to ten (10) sheep, pigs or goats (or a combination of these not to exceed ten of these animals in the aggregate) only if they are kept for a 4-H or FFA project. Up to twenty-five (25) chickens, ducks or geese (or a combination of these birds not exceeding twenty-five in the aggregate). All such livestock shall be kept in shelters as permitted for horses/llamas or alpacas and shall not be free to roam on the Lot or free to roam onto other Lots in the subdivision. All structures, pens and other improvements for housing and controlling animals permitted hereunder shall be attractive in appearance and conform and harmonize with the external design of the dwelling and other structures on the Lot. Hunting, shooting at, or harassing birds, wildlife and other animals are prohibited on the Property. Pheasant farms whether for commercial or private use are strictly prohibited.

c. Other Animals. All other animals not specifically addressed in this section are prohibited unless specifically approved by the Committee or Association (as set forth in Article II, Section 3) with any restrictions imposed by the Committee or Association.

Section 14. Open Space. A total of 220.5 acres of open space shall be part of the Final Plat for The Preserve. No further development can occur on any of the 220.5 acres of open space at any time. Lots 64, 66,

67, 68, 69, 70, 71, 72, 73 and 74 shall be the open space tracts available for use of the Owners and the Owners' guests. Lot 65 will be retained by the Declarants for farming and shall be fenced off from the remaining area. When Declarants or their successors discontinue farming use on Lot 65, it shall be granted to the Lot Owners for inclusion in the open space. As set forth in Article XI, Section 1, the ownership of the Open Space shall be with the Owners each holding a 1/63 interest. The initial design and layout for the open space shall be developed by the Declarants. When 10 of the Lots are sold, the Homeowners Association will assume responsibility for the final design and design changes and use of the open space. The following components shall be incorporated into the maintenance and operation of the open space:

- a. Open space will be accessible and useable by all owners for passive recreational uses which includes but is not limited to walking, hiking, picnicking, horseback riding on trails established for that purpose and other uses which do not injure or scar vegetation, promote erosion or interfere with wildlife use. It does not include any use which involves a motorized vehicle of any type, other than such equipment as may be necessary to maintain the open space.
- b. Declarants shall plant native grass and hay on the open space initially. Landscaping may be modified by the Association as is deemed necessary to accommodate the needs of the Owners.
- c. The cost for maintenance and operation of the Open Space shall be included in the annual Association assessment set forth in the Declaration in Article X, which shall include but not be limited to the application of weed control when needed.
- d. Unless modified by a majority vote of the Association consistent with the intent of this Declaration the following uses shall be prohibited uses of and actions on the Common Open Space include, but are not limited to:

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| Common | <ol style="list-style-type: none"> 1) Personal Planting. Planting trees, shrubs, and other vegetation, in the 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; 2) Personal Structures. Locating, constructing or storing objects of any kind such as sheds, playhouses, fences, toys, vehicles, tools, garden equipment, etc., in the Common Open Space; 3) Protection of Vegetation. Injuring or scarring vegetation, promoting erosion or interfering with wildlife use 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 Common Open Space ecosystem; 4) Dumping. Dumping of any kind, including disposal of tree branches, brush, grass clippings, trash, yard waste, debris or pet waste in the Common Open Space; 5) Delivery Truck Usage. Entering upon the Common Open Space with construction or delivery vehicles to access Lots. In circumstances where no other alternatives for access exist and material damage will not occur, the Association may consider granting temporary access privileges to an Owner or his agents upon the written request of the Owner. Monetary cost to Owners is not a justifiable reason for access privileges. The Owner 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 and consultants, and any and all costs incurred for restoration of the Common Open Space to its original condition, and may, at the direction of the Association, be required to place a deposit with the Association to ensure compliance; 6) No Motorized Vehicle Use. Use or operation of motorcycles, ATVs and any other motorized vehicles or equipment or motorized model airplanes or model cars; 7) No Fireworks. Discharging fireworks from or onto the Common Open Space and lighting and using sparklers, pop-bottle rockets or any other incendiary |
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- device;
- 8) No Burning. Igniting or causing any fire on the Common Open Space (fire pits, stoves or grates are not permitted);
 - 9) No Damage. Any activity or conduct that has any potential of damaging the Common Open Space, its plants or animals, or that may cause noise or disruption to Owners;
 - 10) No Firearms. 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 similar nature;
 - 11) No Hunting. Hunting or harvesting of any animal of any kind, type or nature from within the Common Open Space or as may cross through and/or over the Common Open Space.
 - 12) No 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 the management of the Common Open Space ecosystem.
 - 13) 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.
 - 14) 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 their family or the invited guest of a Member.
 - 15) 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.

Section 15. Subdivision Barn. At some point after the filing of this Declaration, the Declarant may build a barn for horses in the north eastern portion of the open space which will be for rent. Owners will be given a priority to rent space in the barn but will not be the only users of the barn. Use of the barn will be on a contract basis as established by written contract between the Declarant, its successors and assigns and the barn users.

Section 16. No Obstruction of Easements or Traffic Sightlines. No trees may be planted less than fifteen (15) feet from any easement line. No trees, plants or structures shall be allowed that obstruct the view of vehicular traffic or that make traffic conditions unsafe. If a question arises pursuant to this paragraph, it may be resolved by submission to the Committee or Association (pursuant to Article II, Section 3) and shall be decided on a majority vote.

Section 17: Harmful Materials. Substances harmful to humans or animals are strictly prohibited on The Preserve property, except those normally and reasonably necessary for ordinary household use in accordance with safe handling and use procedures and according to applicable law.

Section 18. Compliance with Public Health Laws. All applicable public health laws shall be strictly adhered to by the occupants of the Property and violation of such laws shall be enforceable as set forth in this Declaration.

ARTICLE IV: ASSOCIATION ORGANIZATION AND BY-LAWS

Section 1: Administration and Management. Owners of each Lot shall become a member of the Association upon conveyance to them of their Lot and shall remain a member for the period of the ownership. The association shall be granted all of the powers necessary to govern, maintain, manage, repair, administer and regulate the project and to perform all of the duties required of it. The Association shall grant to

each first mortgagee of the Lot the right to examine the books and records of the Association at any reasonable time.

Section 2: Association Function. Initially, the Declarant shall manage and control the negotiation of contracts for telephone and electric service to each Lot or build site. After the initial build out, the Association shall manage and control the negotiation of contracts for telephone and electric service to each Lot. The Association shall define criteria for maintenance and snow removal of roads, open space maintenance and improvement, gates, common fencing and security issues, along with necessary assessments. All criteria shall be consistent with any standards or criteria contained in this Declaration.

Section 3: Transfer. Except as otherwise expressly stated herein, any of the rights, interest and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

Section 4: Voting Rights. Association members shall all be Owners and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The single vote for each Lot shall be exercised as they determine among themselves; in no event shall more than (1) vote be cast with respect to any Lot. If an Owner purchases more than one Lot, the Owner shall be entitled to one vote for each Lot held.

Section 5: Rules and Regulations. The Association may make and adopt reasonable rules and regulations and by laws governing operation of the Association and the use of the Lots which shall be consistent with all provisions of this Declaration. The Association may suspend any Owner's voting rights in the Association if such Owner fails to comply with such rules and regulations, by-laws, assessments or with any other obligations of such Owner under this Declaration or as established by the Association. The Association may also take litigative action against any Owner to enforce compliance with such rules, regulations, by-laws or other obligations or to obtain damages for noncompliance. Such damages shall include payment of the Association's attorney fees.

Section 6: Notice and Quorum for any Action Authorized. Written notice of any meeting called for the purpose of taking any action authorized shall be sent to all members or proxies entitled to cast sixty percent (60%) of all votes of membership shall constitute a quorum.

ARTICLE V: ARCHITECTURAL CONTROL

Section 1: Architectural Control Committee. The Architectural Control Committee shall initially consist of Declarant, its successors or assigns, for so long as sixty percent (60%) or less of the Lots are unsold. When sixty percent (60%) of the Lots are sold, the Architectural Control Committee shall consist of Declarant and two (2) members of the Association which are Owners of one or more Lots. The two (2) designees from the Association to the Committee shall be elected by majority vote of the Association at a regularly scheduled meeting with notice given to the members at least thirty (30) days in advance that one of the purposes of the meeting will be to select designees to the Committee. If at any time, Declarant in its sole discretion shall withdraw from the Architectural Control Committee, a replacement member shall be elected from among the members of the Association. All Committee actions or decisions shall be by majority vote (except as specified herein and in Article II, Section 3). The Committee may designate a representative to act for it, which representative may or may not be a member of the Committee. Members of the Committee and its designated representative(s) shall not be entitled to compensation of any kind for any activities or services performed as a Committee member pursuant to this Declaration. In the event of a vacancy due to the death, termination or resignation of any member, a replacement member shall be elected from among the members of the Association. The approval or consent of the Committee or its representative on matters properly coming before it shall be conclusive and binding on all interested persons. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any governmental official, commission or agency. During the construction phase, or at any other applicable time, the Owner shall be solely responsible for obtaining any and all permits, applications, or other written instruments required by any private, public or governmental agency. Pursuant to Article II, Section 3, the Committee may delegate its functions to the Association by majority vote and all functions set forth in this Declaration for the Committee shall be performed by the Association as specified in the applicable section(s).

Section 2: Building Approval Required Prior to Construction. No dwelling, garage, outbuilding or fence shall be constructed or erected on any Lot within The Preserve until the submission requirements in the following section have been complied with fully and the Committee has granted prior written approval of the submission data.

Section 3: Submission Requirements: Prior to the initial construction of a dwelling, garage or outbuilding, the Owner must submit the following data to the Committee.

- a. A plan for the proposed dwelling, garage or outbuilding, which shall include the following information: square footage, floor plan, drawings of the exterior elevations of the structure, and specifications describing external colors and materials including the roofing material.
- b. A site plan of the Lot showing the location of all proposed structures, well/septic system and proposed driveway including surface type. The plan must include a re-vegetation plan and relocation of any affected trees.
- c. Additional information as may be requested by the Committee in order to ensure compliance with the requirements contained herein.
- d. The initial submission of building information under this section shall be free of charge. If additional submissions are required because the initial submission(s) were not complete or did not meet the requirements set forth in this section, a fee of one hundred fifty dollars (\$150) shall accompany each additional submission.

Section 4: Approval Standards and Procedures. The Committee shall consider the submission data in light of the requirements, restrictions, intent and spirit of this Declaration. Approval shall be based upon other things, compliance with the terms provided for in Article V entitled "Standards Relating to Improvements", reasonable aesthetic appeal (including color, materials and design); the proposed location of the home or outbuilding in relation to the topography, the roads and the adjacent Lots; and the conformity and harmony of the proposed home or outbuilding and/or the use of a Lot with the intent and spirit of all provisions in this Declaration.

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

Section 5: Renovations. No substantial alteration or renovation of the exterior of any dwelling, garage or outbuilding situated on a Lot shall be performed without receiving Committee approval of the same after complying with Article V, Section 3 of this Declaration.

Section 6: Commencement and Completion of Approved Construction. Once plans for construction have been approved by the Committee, the construction shall commence within six (6) months from the date of approval. If construction has not commenced within six (6) months from the date of approval said approval shall be deemed expired and the submission and approval process will have to be reinitiated. Once construction begins any home or improvement or alteration thereto approved by the Committee shall be diligently pursued to completion. All homes and other improvements on any Lot shall be substantially completed within one (1) year after commencement of construction unless a longer period is established by the Committee at the time of the approval of the construction plans.

ARTICLE VI: STANDARDS RELATING TO IMPROVEMENTS

Section 1: General. The following standards create a minimum code of uniformity for the construction of dwellings, garages and/or outbuildings within The Preserve.

Section 2: Minimum Square Footage. The dwelling on any Lot must have a minimum fully enclosed ground floor area devoted to living purposes of no less than twelve hundred fifty (1250) square feet except if dwelling has multiple levels, and minimum living area of the first floor area may be reduced, provided

that the total living area of the multiple levels is not less than one thousand six hundred fifty (1600) square feet. Said minimum square footage standards are exclusive of basements, porches, terraces and attached garages. In addition all residences must have at least a ¾ basement.

Section 3: Criteria for Dwelling Exterior. Exterior wall and roof coverings, including type and color, must harmonize with the surroundings so as to minimally affect the natural setting and views. Unless otherwise approved, a dwelling must have at least 30% of the exterior front (street) surface covered with the one or more of the following materials: Stone, stucco or brick, exclusive of the fireplace. Cinder block exteriors are not acceptable exterior finishes. Roofing material must be shake shingles, Woodruff (or equivalent product) or Timberline asphalt (or equivalent or greater weight and grade product) shingles or as otherwise may be approved in writing by the ARC.

Section 4: Garages. Attached garages are required, a 2 car minimum, however see Article III, Section 7 pertaining to parking of vehicles.

Section 5: Location and Orientation of Improvement/Minimum Building Setbacks. A site plan depicting the location and orientation of all proposed improvements shall be submitted and approved by the Committee as provided for in Article V. The proposed location and orientation of improvements upon a particular Lot are important factors considered by the Committee taking into account among other things the topography of the particular Lot, the views and the desire to maintain a minimum degree of symmetry, harmony, and balance among all improvements situated within The Preserve. Inasmuch as each Lot and the intention of each Owner for construction thereon presents a unique setting, each site plan shall be evaluated and approved by the Committee on a case by case basis rather than attempting to specify detailed requirements for the location and orientation of improvements herein. As a general rule, however the following minimum criteria shall apply subject to the case by case evaluation by the Committee during the approval process. With respect to the location of any permanent improvement including but not limited to the dwelling, garage, outbuildings, wells and septic systems, excluding fencing upon a Lot the following minimum setbacks shall be required in relation to front, rear, and side property lines unless otherwise approved in writing by the Committee (pursuant to Article II, Section 3): the minimum setbacks for all sides of all Lots shall be no less than fifty (50) feet. With the following exceptions: Lots 21, 29 and 30 may have minimum side setbacks of 25' with written approval of the ARC.

Section 6: Outbuildings. No more than one (1) outbuilding shall be permitted on any Lot unless otherwise approved by the Committee in writing. The architectural standards of the outbuildings must follow and/or enhance the Lot appearance. The maximum size of any outbuilding shall be two thousand five hundred (2500) square feet and the maximum height of the sidewalls and/or eaves of any building shall be fourteen (14) feet. The distance and location of an outbuilding in relation to the dwelling and other improvements must be approved by the Committee, the intent being that the respective improvements must be appropriately integrated. Construction of any outbuilding shall not preclude but may be contemporaneous with, or subsequent to the construction of the dwelling. In any event no outbuilding may be utilized until the dwelling is complete and occupied. Prior to commencing construction of any outbuilding the plans for said outbuilding shall be submitted and approved by the Committee or Association as provided or in Article V and Article II, Section 3.

Section 7: Lot Driveways and Protection of Ground Cover. A driveway for vehicular traffic onto a Lot must be installed at the commencement of any construction upon said Lot in order to protect the shoulders of the road and the natural turf. Owners shall direct all vehicular traffic for construction purposes or otherwise to enter and exit only upon said driveway and to use one path leading to and from the construction site in order to protect and preserve the native ground cover. Upon the completion of construction of the dwelling, driveways shall be completed and be built a minimum of twelve (12) and a maximum of sixteen (16) feet in width. The driveway must be surfaced with a minimum of six (6) inches of gravel (or comparable aggregate). The location of a driveway shall be in compliance with this Declaration.

Section 8: Interior Access to Lots. All Lots within The Preserve shall be accessed only from the roadways situated within the interior of The Preserve.

Section 9: Electricity and Telephone. All utility extensions from the main line to the dwelling and other improvements within The Preserve shall be underground where possible. Provisions will be made for Owners to cooperate and participate in costs and preplanning for the placement and location of all utilities. Each Lot owner has the responsibility to coordinate with the Committee or Association to minimize costs and ensure that rebates are properly distributed as may occur when hookups are established for the extension of service to each Owner's respective property.

Section 10: Fencing. Fencing on each Lot shall comply with the following specifications:

- a. Privacy/Boundary/Snow Fencing. Privacy and/or boundary fencing shall be permitted subject to Committee approval as set forth in Article V. Boundary fencing shall not include barbed wire, sheep wire or steel T-Posts unless specifically approved by the Committee. All fences except those which immediately surround a dwelling or a small yard shall meet Wyoming Department of Game and Fish standards so as not affect adversely the movement of wildlife. It is the responsibility of the Owner to adequately and appropriately provide fencing for any animals pursuant to Article III, Section 13. The Owner shall keep fencing in state of good repair and shall promptly remove any accumulation of trash and/or debris against the same. Any snow and/or wind fencing shall be utilized on a seasonal basis only and shall not be erected before October 1st and shall be removed before June 1st of any calendar year.
- b. Animal Containment Fencing. For purposes of containing animals pursuant to Article III, Section 13, fencing may be used for animal containment and may include barbed wire, sheep wire, steel T-posts and other similar materials on the interior of the Lot. Following the removal of such animals, such fencing shall be removed within ninety (90) days. Animal containment fencing shall not be used as boundary fencing.

Section 11: Maintenance of Dwellings: Improvements of Lots. All Owners shall maintain or provide for the maintenance and upkeep of dwellings and improvements on their Lots. Lots shall be kept free from noxious weeds which, in the reasonable opinion of the Committee, constitute a nuisance or are likely to spread to neighboring property or adversely affect wildlife and/or wildlife habitat.

Section 12: Outside Flood/Area Lights. Unless otherwise approved by the Committee, no freestanding light pole for automatic all-night flood area lighting shall be permitted on any Lot. Flood type lighting shall be permitted only if it is attached to permanent buildings and directed downward only. This paragraph is not intended to prohibit other exterior lighting incidental and/or attached to dwellings or outbuildings.

Section 13: Rebuilding or Restoration. If any dwelling or other improvement is destroyed in whole or in part by fire, windstorm or by some other cause, all debris must be removed and the Lot restored to a slightly condition within sixty (60) days of the occurrence. The dwelling or other improvement shall be rebuilt with the construction commencing within three (3) months after the damage or destruction occurs and thereafter, diligently pursued to completion within a reasonable time – not to exceed one (1) year after the date of damage unless a longer period is otherwise approved by the Committee due to unusual circumstances. The plans for reconstructing the dwelling or other improvement addressed in this section shall be submitted to the Committee as set forth in Article V.

ARTICLE VII: LANDSCAPING

Section 1: Landscaping. Soil immediately surrounding the homesite which has been disturbed during the construction phase shall be re-seeded with a native turf mix or other grass of the Owner's choice within one (1) year after the completion of construction of the primary residence. Any trees or shrubs removed due to roadways, residence, outbuildings or septic systems/wells shall be replaced by "like" species of comparable size within one year of construction completion. Trees, shrubs or other landscaping elements such as rocks, wood chips, bark and mulched or graveled materials are acceptable. The use of drought resistant and/or low maintenance grass is encouraged. Drip irrigation systems for trees and/or shrubbery are permitted without restriction. In order to enhance each Lot and home site and to promote a harmonious and integrated appearance among the Lots, the following minimum landscaping standards shall apply:

- a. Trees. Within two (2) years after the completion of construction of the dwelling, the Owner shall plant and maintain no fewer than five (5) trees of any variety which have the following minimum height requirements: any coniferous trees shall be no less than four feet (4') tall when planted and any deciduous tree shall be no less than eight feet (8') tall when planted. Nothing herein shall be construed to prohibit the Owner from planting any number of additional trees which are less than the minimum height requirements. No unsightly shelter or wind protection for trees, such as tires or pallets or as otherwise determined by the Committee or the Association pursuant to Article II, Section 3, shall be permitted. Any dead tree shall be removed from the premises.

b. Turf/yards. Soil immediately surrounding the construction phase, shall be reseeded with a native turf mix, or other grass of the Owner's choice, within one (1) year after the completion of construction of the dwelling. Trees, shrubs, or other landscaping elements such as rocks, wood chips, bark and mulched or graveled materials are also acceptable. The seeding and/or sodding of a grass yard (for purposes of a groomed lawn), particularly in front of the main elevation of a dwelling, is encouraged although not specifically required. The use of drought resistant and/or low maintenance grass is encouraged. No more than 5000 square feet of lawn/turf grass or irrigated area is allowed. Drip irrigation systems for trees and/or shrubbery are permitted without restriction.

c. 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 Committee or Association (pursuant to Article II, Section 3). Because the timing for effective control of noxious weeds is critical, if an Owner fails to respond immediately to written request for weed control from the Committee, the Committee shall have the right to contract for such control services and the company so contracted shall have the right to enter upon any such Lot to treat noxious weeds without any liability for trespass. In the event that the Committee provides for noxious weed treatment as described here, the Owner of a Lot of a Lot treated for noxious weed treatment as described herein, the Owner of a Lot treated for noxious weed control shall pay all costs relating to enforcement incurred by the Committee. Noxious weed treatment shall be strictly limited to herbicides approved by the Laramie County Weed and Pest Control Board. Under no circumstance, however, shall materials or methods be utilized to control noxious weeds, which would endanger wildlife or other sensitive habitat on the property, or adjacent ranch lands. Use of chemical herbicides and pesticides shall be prohibited, except for controlling noxious weeds.

d. Habitat Enhancement. Native rangeland improvement, wildlife habitat and wetland enhancement are acceptable, physical alterations to property. However, prior to undertaking any enhancement activities, a plan describing enhancements must be submitted to the Committee or the Association (pursuant to Article II, Section 3) for approval.

ARTICLE VIII: EASEMENTS

Section 1: Road Easements. All road easements within The Preserve are for the exclusive use of Lot Owners and their guests with the following exceptions: emergency vehicles, delivery vehicles, construction and service of utilities, construction and service of billboards (if any), propane delivery, construction contractors and subcontractors and service providers and any use required by law.

Section 2: Drainage Easements. No improvements of any kind shall be permitted within The Preserve which obstruct or divert flow of any natural drainage.

Section 3: Utility Easements. Power and telephone easements which provide service to each Lot are shown on the Final Plat for the Subdivision reference in Article I, Section 2. Each property owner must allow additional easements or variations if required to minimize costs through more efficient routing or to improve service as set forth in Article VI, Section 9.

ARTICLE IX: ENFORCEMENT PROVISIONS

Section 1: Enforcement and Remedies. These Covenants, conditions and restrictions may be enforced by any legal or equitable Owner(s), by the Committee, the Association, or the Declarants and its successors and assigns, by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant(s). Such judicial proceedings shall be at law or in equity against those persons violating, restraining a future violation, recovery of damages for any violation and for such other and further relief as may be available and may be necessary to restore a property to the condition established by this Declaration. The party found to have violated these Covenants shall be responsible for the reasonable attorney's fees incurred by the person or entity bringing such action. The failure to enforce or cause the abatement of any violation of this Declaration shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision of this Declaration. In addition to the foregoing, an Owner, the Committee, the Association and/or the Declarant shall also be awarded ten thousand dollars (\$10,000) as liquidated damages in addition to other remedies set forth herein or ordered by the Court, if the person or entity seeking enforcement has provided the person or Owner violating the



provisions of this Declaration with written notice of the violation and thirty (30) days have expired without complete remediation of the violation.

The Committee, the Association, or Declarants may prosecute violations of this Declaration on behalf of any Owner, however, they are not obligated to do so and no action can be brought by an Owner to compel such action by the Committee, Association or Declarants to enforce any provision of the Declaration

ARTICLE X: ASSESSMENTS

a. **Personal Obligation of Assessments.** Each Owner hereby covenants and agrees by acceptance of a deed for a lot(s) in the Preserve, Whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Associations each and every assessment described as follows:

1. The initial annual general assessment for New Lot Owners is hereby set at one hundred dollars (\$100) per year and may be revisited as determined from time to time by the Association Board of Directors to be due and owing by the Owners. After the Lot is sold, the next Owner becomes the New Lot Owner. After a three (3) year period of lot ownership, the general assessment will be reduced to one half (1/2) of the initial annual general assessment for New Lot Owners. Assessment shall be paid quarterly on the first of January, April, July and October and are late two weeks later by the fifteenth of the month.

2. The initial annual road assessment for New Lot Owners (as specified in Article 2 Section 9) is sent by this Declaration at four hundred seventy-one dollars (\$471) per year and may be revisited as determined from time to time by the Associations Board of Directors to be due and owing by the Owners. After the Lot is sold the next owner becomes a New Lot Owner. After a three (3) year period of lot ownership, the road assessment will be reduced to one half (1/2) of the initial annual road assessment for New Lot Owners. Assessment shall be paid quarterly on the first of January, April, July and October and are late two weeks later by the fifteenth of the month.

3. Special assessment for utilities as determined by the Association.

4. Any tracts owned by the Declarant shall be free from annual assessments, unless the Declarant obtains a building permit on a lot within the subdivision. At that time, the Declarant is responsible for assessments as they are outlined in Article 2 Section 9 and the preceding paragraphs 1 and 2 of this section with the permitted lot treated as one of the New Lot Owners.

a. Creation of the Lien. Said assessments and special assessments, together with interest, costs and reasonable attorneys fees shall be assessed against the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall pass to an Owner's successor(s) in title unless expressly disclaimed by said successor by notice to the Association prior to transfer of title. Such disclaimer must be accepted by majority vote of the Association.

b. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and quality of life of the residents in the Lots and for the improvement, maintenance and operation of the roads situated within The Preserve, and other activities mutually approved which shall inure to the benefit of the Owners.

c. Notice of Quorum for any Action Authorized Under this Section. Without regard to any other provisions for notice of meetings, written notice of any meeting called for the purpose of taking any action authorized under this section shall be sent to all members not less than thirty (30) days or more than forty-five (45) days in advance of the meeting. At the first meeting called the presence of members or proxies entitled to cast sixty percent (60%) of all votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the first scheduled meeting established pursuant to this section.

d. Rate of Annual Assessments: The annual assessments as determined under the preceding paragraphs shall be uniform among all owners (except Declarant owned tracts) and shall be collected in annual installments.

e. **Rate of Annual Assessments:** The annual assessments as determined under the preceding paragraph shall be uniformly applied among all owners (except Declarant owned tracts) and shall be collected in quarterly installments.

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f. **Rate of Special Assessments:** Any special assessment as determined hereunder shall be apportioned equally among all owners and shall be collected in the manner established by the Association in accordance with this Declaration.

g. **Date of Commencement of Assessments--Due Dates:** Unless otherwise determined by the Association, the Annual assessment period provided for herein shall be for a calendar year from January 1 through December 31. Assessments shall commence as amount of and reason for assessments are determined by the Association, except that no assessment shall be due in less than thirty (30) days from the establishment of the assessment. The Association shall fix the amount of any annual assessment against each purchased Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

h. **Effect of Nonpayment of Assessments--Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association shall be entitled to bring an action at law against the Owner who shall be personally obligated to pay the same, or to foreclose on the lien against the property in its discretion. In any event, the Association shall be entitled to recover all costs and reasonable attorney's fees occasioned by the Owner's failure to timely pay said assessment.

i. **Subordination of the Lien to Mortgages.** The lien for the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, may extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot and the subsequent Owner from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE XI: GENERAL PROVISIONS

Section 1. **Taxes.** Each Owner shall own and pay the taxes assessed for the individual Lot(s) owned and 1/63rd of the tax attributable to the open space. The taxes for Lot 65 shall be paid by the Declarant, its successors and assigns for as long as Lot 65 is owned by Declarant and used for farming.

Section 2. **Duration.** This Declaration shall run with the land and bind The Preserve and all Owners, their successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded in the office of the Clerk and Recorder of the County of Laramie, State of Wyoming, after which time the Declaration shall be automatically extended for successive periods of ten (10) years each unless terminated by written vote of two-thirds (2/3) or more of the then record Owners. Any termination of this Declaration shall be recorded in the Office of the County Clerk and Recorder of Laramie County, Wyoming in order to be made effective.

Section 3. **Amendment.** This Declaration may be amended in whole or in part by a written instrument executed by two-thirds (2/3) or more of the then record Owners. Any amendment to this Declaration shall be approved in writing by the Declarants (or their successors) in order to be valid. Any amendment of this Declaration shall be recorded in the Office of the county Clerk and Recorder of Laramie County, Wyoming in order to be made effective.

Section 4. **Votes.** Whenever a vote of the Owners is required in this Declaration, Article IV, Section 4. shall control. To bind a Lot to an amendment or termination of the Declaration, all record owners shall sign the written amendment or termination agreement.

Section 5: **Benefits and Burdens.** The terms and provisions contained in this Declaration shall bind and inure to the benefit of the Declarants and the Owners of the Lots located within The Preserve and their respective heirs, successors, personal representatives and assigns.



Section 6: Severability. Invalidation of any one of the provisions or restrictions in this Declaration by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

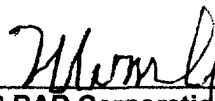
Section 7: Variances. Variances to any of the covenants contained herein may be granted by the Committee as appropriate in special cases and circumstances, at the sole discretion of the Committee, on an extremely limited case by case basis. Any and all variances must be approved in writing by the Committee.

Section 8: Individual Owner Liable. NOTHING IN THIS PROVISION SHALL BE CONSTRUED BY AN OWNER TO ALLEVIATE THE RESPONSIBILITY TO PROCURE AT HIS/HER EXPENSE LIABILITY INSURANCE FOR THE INJURY, DEATH OR DAMAGE OCCURING ON HIS/HER LOT.

Section 9: No Liability. Declarants, the Architectural Control Committee (Committee), The Preserve at Humphrey Farms Subdivision (The Preserve), JS BAR Corporation, Michael S. Humphrey, Rebecca C. Humphrey, Jack Humphrey, Shirley Humphrey or any successors or assigns of the aforementioned shall not be liable for damages or otherwise liable to any Owner or to any third-party 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 of Protective Covenants" in its entirety including but not limited to, the approval, disapproval, or failure to approve any plans, specifications or variance.

IN WITNESS WHEREOF, this Declaration of Protective Covenants has been executed
this 11th day of JULY, 2006.

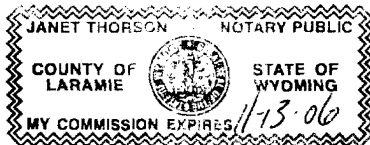
JS BAR CORPORATION, Grantor



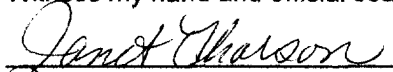
JS BAR Corporation
Michael S. Humphrey, Secretary

State of Wyoming)
) ss.
County of Laramie)

The foregoing "Declaration of Protective Covenants for The Preserve at Humphrey Farms Subdivision" was acknowledged before by Michael S. Humphrey, in his capacities as an officer of JS BAR Corporation and has certified that this action was pursuant to the authority granted to him by the Articles of Incorporation for JS Bar Corporation, this 11th day of July 2006.



Witness my hand and official seal.



Notary Public

My commission expires: 11-13-06