

**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, RESTRICTIONS
AND GRANTS OF EASEMENTS
FOR
CLOUD PEAK RANCH FIRST FILING BUSINESS PARK**

This Declaration of Protective Covenants, Conditions, Restrictions and Grants of Easements ("this Declaration") is made and entered into by SYSTEM LAND, LLC, a Wyoming limited liability company, ("Declarant") this 23 day of June, 2004.

RECITALS

Declarant owns Cloud Peak Ranch First Filing Business Park, in the County of Sheridan, State of Wyoming, and legally described as follows: Lots 1 and 2, Tract A, B and C of the Cloud Peak Ranch, First Filing to the City of Sheridan, Wyoming. A subdivision in the Sheridan County, Wyoming as filed in Drawer C of Plats, Number 55 in the office of Sheridan County Clerk., a copy of which Plat is attached hereto as Exhibit A (the "Plat") and by this reference incorporated herein, all of which property is located in the City of Sheridan, County of Sheridan, State of Wyoming (the "Property").

Declarant desires to establish protective covenants, conditions and restrictions, and grant and establish easements for the Property, all of which shall be binding upon all persons who may hereafter acquire an interest in any portion of the Property.

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby declares and establishes the following protective covenants, conditions and restrictions, and grants and establishes the easements described herein, all of which shall be binding upon the Property, and all of which shall be binding upon and enforceable against all subsequent owners of any interest in the Property. Unless otherwise indicated, capitalized terms used herein shall have the meaning set forth in this Declaration.

SECTION 1. GENERAL DEFINITIONS

In addition to the other defined terms in this Declaration, as used in this Declaration the following terms shall have the meanings specified:

1.1 Association. "Association" shall mean the non-profit corporation to be formed pursuant to Section 6.1 which shall be an association of the Owners of Lots.

1.2 Board of Directors. "Board of Directors" shall mean the Board of Directors of the Association referenced in Section 6.3 of this Declaration. Until the Association is formed and its Board of Directors established, Declarant shall have and may exercise all

of the powers and authority of the Association and the Board of Directors, and references herein to the Association or the Board of Directors shall be to Declarant.

1.3 Common Areas. "Common Areas" shall mean Tract D of the Cloud Peak Ranch First Filing Business Park, legally described on the Plat. Additional Common Areas may be established only by recorded instrument executed by the Owners thereof designating the area as Common Area under this Declaration, provided that no Common Area shall be created without the written consent of Declarant. Common Areas also can be removed only by written instrument executed by the Owners thereof designating the area of Common Area being removed, provided, that no Common Area shall be removed without the written consent of the Declarant.

1.4 Declarant. "Declarant" shall mean SYSTEM LAND, LLC, a Wyoming limited liability company. A Person shall be deemed a "successor and assign" of Declarant if, and only if, it is specifically designated in a duly recorded instrument as a successor or assign of Declarant under this Declaration, and shall be deemed a successor and assign of Declarant only as to the particular rights and interest of Declarant under this Declaration which are specifically designated in the written instrument. Notwithstanding the foregoing, a successor to Declarant by consolidation or merger shall automatically be deemed a successor or assign of Declarant under this Declaration. In addition, if at any time in the future, no person or entity is designated as Declarant and if any decision or act of Declarant is required for the Property pursuant to this Declaration, the Board of Directors shall act as Declarant.

1.5 Improvements. "Improvements" shall mean all structures and any appurtenances thereto or components thereof of every type or kind, including but not limited to, buildings, out-buildings, driveways, exterior lighting, fences, Landscaping, loading areas, parking areas, retaining walls, roadways, drainage channels, screening walls, Signs, utilities and walkways located on or under a Lot.

1.6 Landscaping. "Landscaping" shall mean lawn and/or vegetative ground cover combined with shrubbery, trees, flowers, vines, earth forms, irrigation systems and similar materials, combined or complemented with earth berms, terraces, walls, fences and masonry or other architectural materials. All Landscaping shall be designed to complement other Improvements on the Lot and other Landscaping on the Property to present the Property as an harmonious and attractive development.

1.7 Lot. "Lot" shall mean a lot and/or tract as shown on the Plat, or any portion thereof, within the Property or any property subsequently annexed to the Property which is shown on any recorded plat map, or any other parcel of land which may be sold or conveyed without violation of applicable laws or regulations pertaining to the subdivision of land; provided, however, Tracts shall not be included for the purpose of determining the number of votes pursuant to Section 6; or the allocation of assessments pursuant to Section 7.

1.8 Tract. "Tract" shall mean that area of land shown on the Plat as a Tract, within the Property or any property subsequently annexed to the Property which is shown on any recorded plat map.

1.9 Occupant. "Occupant" shall mean any Person which has purchased, leased, rented or has otherwise legally acquired the right to occupy and use any Lot, whether or not such right is exercised.

1.10 Owner. "Owner" shall mean the record title holder, including Declarant, whether one or more Persons or entities, of fee simple title to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder. The Owner of a Lot developed as rental property shall be the Owner for purposes of this Declaration, and not the lessee or tenant.

1.11 Person. "Person" shall mean a natural person, a corporation, a partnership or any other entity recognized as being capable of owning real property under law.

1.12 Sign. "Sign" shall mean and include every advertising message, real estate sign, announcement, declaration, demonstration, display, illustration, flag, badge, insignia, surface or space erected or maintained, which can be viewed by any observer from the exterior of any building or structure, for identification, advertisement or promotion of the interest of any Person, building, product or service. The definition of Sign shall also include the sign structure, supports, lighting system and any attachments, ornaments or other features used to draw the attention of observers.

SECTION 2. USES AND RESTRICTIONS ON USE.

2.1 Uses in General. The Property may be used for any lawful purpose not specifically prohibited herein or by any applicable zoning or other law, regulations or ordinances, or prohibited by any lease or sublease with respect to all or any portion of the Property.

2.2 Restrictions and Limitations in General. Subject to the exemptions and exceptions set forth in this Declaration, all property within the Property shall be owned, held, used and enjoyed subject to the following limitations and restrictions. Strict application of the following limitations and restrictions in any specific case may be modified or waived, in full or in part, by the Board of Directors if such application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing, or be contained in written guidelines or rules promulgated by the Board of Directors. Subject to the foregoing, the following restrictions and limitations shall be applicable with respect to all Lots within the Property:

(a) Use Restrictions. The following uses shall not be conducted or permitted:

- (i) Any public or private nuisance;
- (ii) Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness;
- (iii) Any obnoxious odor;
- (iv) Any obnoxious, toxic, caustic or corrosive fuel or gas, provided, however, that inventories of gasoline, fuel oil, motor oil or other petroleum products may be held for resale and nothing herein shall limit development for full-service or self-service gasoline stations, car washes, lubrication centers or other related automotive uses;
- (v) Any dust, dirt or fly ash in excessive quantities;
- (vi) Any mobile home or trailer court, labor camp, junk yard, stock yard, or animal farm;
- (vii) Any commercial dumping, disposal, incineration, or reduction of garbage or refuse;
- (viii) Traveling carnivals, fairs, auctions, shows, kiosks or sales by transient merchants utilizing vehicles or temporary booths, except that such activities may be permitted by the Board of Directors in connection with the promotion of the Property or businesses located therein not more than two (2) times per calendar year provided that each such activity is not more than two (2) days in duration and does not unreasonably interfere with the operations of the businesses located at the Property.

(b) Maintenance of Property.

- (i) No Lot shall be permitted to fall into disrepair, and all such property and Improvements thereon shall be kept and maintained in a clean, safe, attractive and sightly condition and in good repair. Maintenance, repair, replacement and upkeep of each Lot shall be the responsibility of the Owner of the Lot, except the Tracts which shall be maintained by the Association as specified below. If any Owner does not properly maintain any building or other improvements constructed on a Lot, the Association can elect to make such repairs and/or maintenance to said building or other improvements as the Association deems necessary. The cost of the same, including a management fee to the Association and any third party professional fees incurred by the Association, will be invoiced directly to the Owner of that Lot. Any costs allocated to an Owner under this paragraph shall be considered an assessment pursuant to Section 7.

(ii) The Association shall maintain the Tracts in a clean, safe condition and good repair commencing upon the completion of the Improvements on each Tract in its entirety.

(c) No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done or placed thereon which is or may become a nuisance or which is or may cause an unreasonable embarrassment, disturbance or annoyance to others.

(d) No Annoying Light, Sounds or Odors. No light shall be emitted from any Lot or Improvements which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any property which would reasonably be found by others to be noxious or offensive.

(e) No Hazardous Activities. No activity shall be conducted on and no Improvements shall be constructed on any Lot which is or might be unsafe or hazardous to any Person or property.

(f) No Unsightliness. All unsightly conditions, facilities, objects and equipment including snow removal equipment and maintenance equipment, shall be enclosed within a structure, except when actually in use.

(g) Restrictions on Garbage and Trash. No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored or allowed to accumulate on any Lot except that any container containing such materials may be placed outside at proper times for garbage or trash pickup.

(h) No Temporary Structures. Except for construction trailers (which may be placed on Lots during construction of Improvements), no tent, shack, temporary structure or temporary building shall be placed upon any Lot except with the prior written consent of the Board of Directors, which consent shall not be unreasonably withheld but which may be subject to conditions established by the Board of Directors.

(i) Restriction on Antennae, Pipes and Utility Lines. Pipes for water, gas, sewer, drainage or other purposes, and wires, poles, antennae and other facilities for the transmission or reception of audio, visual or other electromagnetic signals or electricity, and utility meters or other utility facilities shall be kept and maintained underground or adequately screened according to the adopted design criteria. No exterior radio antenna, television antenna, or other antenna of any type (including satellite dishes) shall be erected or maintained on any Lot, except that an Owner may erect an antenna if: (i) such antenna is necessary to carry on the business conducted by the Owner on the Lot; (ii) the Board of Directors gives its

consent to the erection of such an antenna; and (iii) the erection of such antenna is in compliance with all applicable statutes, ordinances and regulations.

(j) Maintenance of Drainage. There shall be no interference with the established drainage pattern over any property within the Property, except as approved in writing by the Board of Directors. Approval shall not be granted unless provision is made for adequate alternate drainage. The "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any Lot is completed in conjunction with the construction of Improvements thereon.

(k) Compliance with Insurance Requirements. Except as may be approved in writing by the Board of Directors, nothing shall be done or kept on any Lot which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

(l) Compliance with Laws. Nothing shall be done or kept on any Lot in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction.

(m) Vehicle Parking, Storage and Repairs.

(i) No abandoned or inoperable vehicles of any kind shall be stored or parked on any Lot.

(ii) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, painting or servicing any kind of vehicle shall take place on any Lot, except at commercial service stations, repair shops, tire and battery centers, lubrication centers or similar businesses or within completely enclosed structures which prevent such activities from being seen or heard from the street and from adjoining property.

(iii) The Association shall monitor use of all parking areas which are subject to this Declaration from time to time to assure that use of such parking areas is not made by persons not authorized to do so by this Declaration and otherwise conforms with the requirements of this section of this Declaration, and shall take such actions as are necessary or advisable, as determined by the Association to prevent any such unauthorized or nonconforming use.

(n) Restrictions on Further Subdivision of the Property. Condominiums are not allowed on any Lot, without the prior written approval of the Board of Directors, which approval shall not be unreasonably withheld. No part of any Lot shall be further divided or subdivided nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Board of Directors, which approval shall not be

unreasonably withheld. No application for approval of any Lot plan, zoning amendment, subdivision plat or variance (or for modification to any of the same) and/or any change in the location, number, size or any other matter of the access points to the Property or any Lot thereof shall be submitted to the City of Sheridan until first approved in writing by the Board of Directors which approval shall not be unreasonably withheld, and approval of the same by the City of Sheridan shall not be effective without such prior written approval of the Board of Directors. No declaration or additional covenants, conditions and restrictions, and no modifications of the same, shall be effective or recorded without the prior written approval of the Board of Directors.

(o) Signs. No Sign shall be erected or maintained on any Lot so as to be evident to public view, except such Signs as may be approved in writing by the Board of Directors. A Sign advertising a Lot for sale or lease may be placed on such Lot, provided, however, that standards related to the dimensions, color, style and location of a Sign shall be determined from time to time by the Board of Directors and shall comply with the Sign code of the City of Sheridan and all other applicable statutes, ordinances and regulations.

SECTION 3. EASEMENTS.

3.1 Access and Parking. It is hereby established, reserved and granted for the benefit of all current and future Owners of any Lot within the Property and the Association, a non-exclusive perpetual easement over, across, upon, in and through the driveways, roadways, sidewalks, parking areas and cross-easement areas as may, from time to time, be constructed and maintained on any portion of the Property, for the purpose of pedestrian and vehicular ingress and egress to, from and across the Property and for the purpose of vehicular parking by the tenants, employees, invitees and licensees of the current and future Owners of Lots in the Property. Nothing herein is intended to prevent any Owner from establishing reasonable restricted areas for loading, unloading, designated parking spaces, or to prevent compliance with laws and regulations applicable to handicap parking or fire access. Further, reasonable restricted areas may be established with a prior written consent of the Board of Directors.

3.2 Utilities. Subject to the provisions of this section, Declarant hereby creates and reserves to itself, until Declarant has sold the last Lot in the Property to an Owner other than Declarant or any affiliate of Declarant and thereafter, to the Association, a blanket easement upon, across, over and under the Property for access, utilities, stormwater detention and drainage, and for the installation, replacement, repair and maintenance of utilities, including, but not limited to, water, stormwater, stormwater detention and drainage, sewer, gas, telephone, electricity and master television antennae or cable systems, if any, provided that any such easement shall be consistent with and shall not unreasonably interfere with or hinder the use or development of any Lot and further provided that any party benefiting from any such easement shall repair any

damage resulting from the use thereof. By virtue of this blanket easement, it shall be expressly permissible to erect and maintain the necessary facilities, equipment and appurtenances on the Property and to affix, repair and maintain water and sewer pipes, gas, electric, telephone and television wires, circuits, conduits, meters and stormwater detention and drainage. If any utility or quasi-utility company furnishing a service covered by the general easements created herein, requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement upon, across, or under any part or all of the Property without conflicting with the terms hereof; provided, however, that such right and authority shall be transferred and shall devolve upon the Association upon conveyance by Declarant of the last Lot to an Owner thereof, other than Declarant or an affiliate of Declarant. Any easement provided for in this section shall not affect, avoid, extinguish or modify any other recorded easement on the Property.

3.3 Easements Deemed Created. All conveyances of Lots hereafter, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Section 3 whether or not specific reference to such easement appears in the instrument of such conveyance.

SECTION 4. ARCHITECTURAL APPROVAL.

4.1 Approval of Improvements Required. The approval of the Board of Directors shall be required prior to the construction, installation or alteration of any Improvements on any Lot unless prior approval has been waived by the Board of Directors or exempted pursuant to written guidelines or rules promulgated by the Board of Directors. Improvements requiring approval by the Board of Directors shall mean and include, without limitation: (a) the construction, installation, erection or expansion of any building, structure or other Improvements, including utility facilities; (b) the demolition or destruction, by voluntary action, of any building, structure or other Improvements; (c) the grading, excavation, filling or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern; (d) Landscaping, planting, clearing or removing of trees, shrubs, grass or perennial plants; (e) all signage on any building and/or otherwise on the Property; and (f) any change or alteration of any previously approved Improvements, including any change of exterior appearance, finish, material, color or texture.

4.2 Submission of Plans. Prior to commencement of work to accomplish any proposed Improvements, the Person proposing to make such Improvements ("Applicant") shall submit to the Board of Directors such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications and samples of materials and colors as the Board of Directors shall reasonably request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvements. Until receipt by the Board of Directors of all required materials in connection with the proposed

Improvements, the Board of Directors may postpone review of any materials submitted for approval by a particular Applicant.

4.3 Criteria for Approval. The Board of Directors shall approve any proposed Improvements only if it deems in its reasonable discretion that the Improvements at the location indicated will not be detrimental to the appearance of the surrounding areas of the Property as a whole; that the appearance of the proposed Improvements will be in harmony with the surrounding areas of the Property; and that the upkeep and maintenance of the proposed Improvements will not become a burden on the Association nor will otherwise be a detriment to the Property. The Board of Directors may condition its approval of any proposed Improvements upon the making of such changes therein as the Board of Directors may deem appropriate.

4.4 Guidelines. The Board of Directors may from time to time issue, amend or revoke guidelines or rules relating to Improvements and the procedures, materials to be submitted and additional factors which will be taken into consideration in connection with the approval of any proposed Improvements. Such guidelines or rules may specify circumstances under which the strict application of limitations or restrictions under this Declaration will be waived or deemed waived in whole or in part. Such guidelines or rules may waive requirement for approval of certain Improvements or exempt certain Improvements from the requirement of approval.

4.5 Architectural Review Fee. The Board of Directors may, in its guidelines or rules, provide the payment of a fee to accompany each request for approval of any proposed Improvements.

4.6 Decision by Board of Directors. The decision of the Board of Directors shall be made within twenty-five (25) days after the date the Board of Directors receives all materials requested by the Board of Directors, unless such time period is extended by mutual agreement.

4.7 Prosecution of Work After Approval. After approval of any proposed Improvements, the proposed Improvements shall be completed as promptly and diligently as possible and in complete conformity with the description of the proposed Improvements, any materials submitted to the Board of Directors in connection with the proposed Improvements and any conditions imposed by the Board of Directors. Upon completion of the Improvements, if the Board of Directors finds that any Improvements have been done without obtaining the approval of the Board of Directors or have not been done in substantial compliance with the description and materials furnished to, and any conditions imposed by the Board of Directors, the Board of Directors shall give written notice to the Applicant specifying the particulars of noncompliance. The Applicant shall have forty-five (45) days from the date of such notice in which to remove or remedy the noncompliance, and if Applicant fails to do so, the Association may, at its option, record a notice of noncompliance against the property on which the noncompliance exists, may

remove the noncomplying Improvements, or may otherwise remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant or Owner to the Association, the Association may levy an assessment against the Owner of the Lot for reimbursement of such costs and expenses. The right of the Association to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Association may have at law, in equity, or under this Declaration.

4.8 No Implied Waiver or Estoppel. No action or failure to act by the Board of Directors shall constitute a waiver or estoppel with respect to future actions by the Board of Directors of the Association. Specifically, approval by the Board of Directors of any Improvements shall not be deemed a waiver of any right or estoppel to withhold consent for any similar Improvements or any similar proposals, plans, specifications or other materials submitted with respect to any other Improvements.

SECTION 5. LANDSCAPING AND MAINTENANCE

5.1 Landscaping. Each Owner or Occupant of a Lot shall be responsible for the construction and installation of functional and aesthetically suitable Landscaping for the Lot. All Landscaping shall be subject to the provisions of any guidelines or rules promulgated by the Association.

5.2 Maintenance. Unless the Association has elected to do so pursuant to Paragraph 2.2(b) of this Declaration, each Owner and Occupant shall be responsible for maintaining its Lot (whether or not improved), including parking areas and Landscaping, in a safe, clean, neat and orderly condition, in compliance with all laws and any guidelines or rules established by the Board of Directors. Each Owner and Occupant shall prevent weeds, rubbish, dust, dirt, water, equipment or machinery from accumulating on its Lot.

5.3 Noncompliance. In the event the Owner or Occupant fails to comply with the maintenance provisions of this Declaration, the Board of Directors, in its sole discretion, may notify said Owner or Occupant of such noncompliance. If said Owner or Occupant fails to bring the Lot into compliance within thirty (30) days after the date of the notice of noncompliance, the Association may perform or cause to be performed any and all necessary work to remedy the noncompliance, and the Owner or Occupant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner or Occupant to the Association, the Association may levy an assessment against the Owner of the Lot for reimbursement of such costs and expenses. The right of the Association to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Association may have at law, in equity, or under this Declaration.

5.4 Common Areas. The Association shall operate and maintain the Common Areas and Tracts pursuant to Section 2.2, and shall assess Owners pursuant to Section 7 for all costs and expenses associated therewith, including, without limitation, taxes, insurance, overhead and management fees, and third party professional fees. Assessments will be allocated proportionately among such Owners and Lots, with each Owner paying its pro rata share as described in Section 7.5. Subject to the Owner providing the Association a copy of their real estate taxes and insurance billing statements related to their Tract or Tracts, said real estate taxes and insurance costs shall be included in the assessments allocated among the Owners pursuant to Section 7, no sooner and no later than the year said taxes and insurance are due. For each Owner, other than the Association, assessments in connection with the Tracts commence on the date a building permit is issued for their Lot.

SECTION 6. OWNER'S ASSOCIATION AND BOARD OF DIRECTORS.

6.1 Establishment and Purposes of Association. Upon the earlier of (i) the sale to an Owner other than Declarant of all Lots within the Property, or (ii) the decision of Declarant, as set forth in written notice to all Owners of Lots, Declarant shall form a nonprofit corporation pursuant to the laws of the State of Wyoming, which shall be an association of the Owners of all Lots within the Property. Such Association, through the Board of Directors, shall administer and enforce this Declaration, operate, maintain and dispose of Common Areas and own Common Areas acquired by the Association, shall have all powers of the Declarant transferred to the Association by Declarant, and shall otherwise act and shall have all powers that may be necessary or desirable to further the common interest of the Owners, and to maintain, improve and enhance Common Areas, whether or not owned by the Association, and to improve and enhance the attractiveness, desirability, and safety of the Property. In furtherance of the foregoing purposes, the Association shall have and may exercise all powers and authorities set forth in this Declaration or provided by law. The content of the articles of incorporation, bylaws and any guidelines or rules of the Association shall be initially as determined by Declarant and may be amended by Declarant until formation of the Association. Thereafter, such documents may be amended by the affirmative vote of a majority or more of the Owners, based upon the votes allotted pursuant to Section 6.2. The articles of incorporation, bylaws or any amendments thereto shall not be inconsistent with this Declaration.

6.2 Membership. Each Owner of a Lot in the Property shall be a member of the Association ("Member"), unless such membership is assigned to the Occupant of the Lot as provided below. Each Member shall be entitled to one (1) vote for each one thousand (1,000) gross square foot increment of land owned in each Lot. No votes shall be allowed for the ownership of a fraction of a one thousand (1,000) square foot increment of such property. Mortgagees or other Persons holding interest in any Lot merely as security for the performance of an obligation shall not be entitled to vote or to membership in the Association. If all of the conditions in the following sentence are satisfied, the Owner of a Lot may transfer to the Occupant of that Lot all of the Owner's rights, duties and

obligations as a Member attributable to such Lot. The conditions precedent for any such transfer by an Owner to an Occupant are as follows: (i) the Owner and the Occupant shall execute and deliver to the Association written notice ("Transfer Notice") reasonably satisfactory to the Association (which Transfer Notice may be in such form as the Association may require) stating that the Owner has transferred all its rights, duties and obligations as a Member attributable to a specified Lot to the Occupant of that Lot as provided in this section of this Declaration, and (ii) the Owner is not in default of any provision of this Declaration. Any such transfer shall be effective for the period specified in the Transfer Notice or until earlier terminated by written instrument signed by the Owner and the Occupant and delivered to the Association. While any Transfer Notice is effective, the Owner shall not be entitled to exercise the rights of a Member with respect to the Lot in question, including the right to vote, but shall be entitled to enforce the provisions of this Declaration as an Owner and shall continue to be subject to all provisions of this Declaration, including the provisions of Section 7. Any references in this Declaration to Owner shall also refer to Occupants for which a Transfer Notice is in effect.

6.3 Board of Directors. The Board of Directors of the Association shall be composed of at least three (3) and no more than twelve (12) individuals, all of whom shall be a Member or employed by Declarant. The Board of Directors shall be elected by the membership through cumulative voting. The Board of Directors shall act on behalf of the Association in the administration, interpretation, and enforcement of this Declaration.

6.4 Rights Reserved by Declarant. Until such time as the Association and the Board of Directors are established, Declarant shall have and may exercise all right, power and authority of the Association and the Board of Directors pursuant to this Declaration or by law including, without limitation, the right and power to administer, interpret and enforce this Declaration, to approve or disapprove Improvements and to assess pursuant to Section 7 below. Declarant may, from time to time, revocably or irrevocably release or waive any such power or authority or terminate its status as Declarant hereunder by written notice to the record Owners of each Lot.

6.5 Start-Up Costs. Each member of the Association shall pay its pro rata share of the actual, reasonable and necessary costs and expenses to establish the Association.

SECTION 7. ASSESSMENTS.

7.1 Power to Assess. The Association shall have the power to make assessments on Owners of Lots for the purposes specified in this Declaration. Assessments shall be made by written notice from the Association or its representative to the Owner(s) obligated to pay such assessments specifying the amount and purpose of the assessment(s). Unless a longer period of time is stated in the notice of assessment, all assessments shall be due and payable in full fifteen (15) days after the date of the notice of assessment.

7.2 Remedies to Enforce Assessment. If any assessment is not paid when due, the Owner against whom such assessment is made agrees to pay, in addition to interest, all costs of collection, including reasonable attorney's fees, whether or not suit is brought. Each assessment levied hereunder and all interest and collection costs shall be a separate, distinct and personal debt and obligation of the Owner against whom it is assessed. In the event of default in the payment of any assessment, in addition to any other remedies provided for under this Declaration or by law, the Association may enforce such obligation by suit or by filing and foreclosure of the lien provided for pursuant to Section 7.3. Each Owner, by acceptance of a deed to a Lot, whether or not it is expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments, including interest and collection costs. Any assessment not paid when due shall bear interest at the rate of eighteen percent (18%) per annum until paid. The personal obligation for delinquent assessments, interest and collection costs shall be a lien against the Lot and/or other property and if an Owner transfers title to a particular Lot, both the Owner and the Lot shall be liable for said costs. No assumption by a successor in title shall release any Owner from the personal obligation for delinquent assessments or other obligations accrued prior to the transfer of title and assumption.

7.3 Lien to Enforce Assessments. In addition or in lieu of bringing suit to enforce any unpaid assessment, the Association may elect to file a claim of lien against the Lot of the defaulting Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claimed delinquency, (b) the interest and collection costs which have accrued thereon, (c) the legal description and street address of the Lot against which the lien is claimed, and (d) the name of the Owner thereof. Such lien shall be superior and prior to all other liens and encumbrances, excepting only: (i) tax and special assessment liens on the Lot in favor of any governmental assessing unit, and (ii) all sums unpaid on a first mortgage of record. Upon recording of the Notice of Lien, the same shall constitute a lien against the Lot, which lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. A copy of each Notice of Lien shall be mailed to the Owner and Occupant of the Lot in question at the address specified pursuant to Section 9.15, provided that failure to receive a copy of any Notice of Lien shall not affect the validity or enforceability of the lien. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien, including all collection costs, recording fees and filing fees, have been paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee to cover the cost of preparing and recording the release of the lien. Unless otherwise paid or satisfied, the lien may be foreclosed through a Wyoming court of competent jurisdiction.

7.4 No Offsets. All assessments shall be payable in the amount specified in the notice thereof and no offset, abatement or reduction thereof shall be permitted for any reason whatsoever, including, without limitation, any claim that (i) the Association or Board of Directors is not properly exercising its duties and powers under this Declaration, (ii) for inconvenience or discomfort arising from any activity of the Association including

the making of repairs or Improvements, (iii) a particular function funded or to be funded by an assessment does not benefit that Owner directly, or (iv) for any other reason.

7.5 Allocation of Assessments. General assessments for the cost of maintaining the Common Areas shall be allocated proportionately among Owners and Lots on the basis of the ratio which the land in a particular Lot (minus any Tract) bears to the total land in all Lots (minus all Tracts) in the Property.

SECTION 8. DURATION, MODIFICATION AND TERMINATION.

8.1 Term. This Declaration shall run with and bind the Property and any annexed property, shall remain in effect, and shall inure to the benefit of and be enforceable by Declarant, the Owners and the Association for a term of sixty (60) years from the date this Declaration is first recorded; provided, that the provisions of this Declaration shall automatically extend thereafter for consecutive periods of ten (10) years unless at any time after the commencement of an extension period, the Owners by a majority vote, execute and record a termination agreement terminating the provisions of this Declaration.

8.2 Amendments. This Declaration may be amended in connection with, but not limited to, the following: (a) the annexation and subdivision of the Property; (b) other real estate added to the Property; (c) the creation of Lots and additional Common Area; (d) Lots converted into Common Area; and (e) the subdivision of Lots. This Declaration may be amended by Declarant until the formation of the Association, and after the formation of the Association, by a majority of the votes entitled to be cast by the Members as provided in Section 6.2. Amendments to this Declaration shall be in writing, properly executed, acknowledged and recorded with the Sheridan County Clerk and Recorder.

SECTION 9. MISCELLANEOUS.

9.1 Variances. The Board of Directors may grant variances to any provisions of this Declaration or rules or guidelines promulgated hereunder. No variance granted by Declarant, the Association or the Board of Directors shall be deemed to be a variance from any applicable law of the City of Sheridan or any other governmental agency with jurisdiction.

9.2 Conflicts. Zoning ordinances, building codes and regulations, and any other governmental restrictions and requirements shall be observed. In the event of any conflict between this Declaration and any such governmental codes, regulations, restrictions and requirements, the more restrictive standards shall apply. Any approval of Declarant or the Board of Directors required in this Declaration does not in any way relieve Owners and Occupants from obtaining approvals required by any governmental body having jurisdiction.

9.3 Notice To Be Given By Owners. Any Owner of a Lot who shall transfer to another Person any title, interest in (including a mortgage or deed of trust) or right of occupancy to such Lot or portion thereof, shall provide a copy of this Declaration and any amendments to such Person.

9.4 Enforcement. Enforcement of the provisions of this Declaration may be by any appropriate proceeding at law or in equity by Declarant, the Association, the Board of Directors, any Owner and/or any Occupant against any Person violating or attempting to violate such provisions, either to restrain such violation, to enforce liability, or to recover damages, or by any appropriate proceeding at law or in equity against the Lot in question to enforce any lien or charge arising by virtue hereof. In addition, the party enforcing the covenants shall be entitled to receive from the person or entity violating the same, all reasonable attorney's fees and all other costs incurred in enforcing said covenants. Declarant, the Association, or the Board of Directors shall not be liable for enforcement of or for failure to enforce said provisions, and failure of Declarant, the Association, the Board of Directors, or of any Owner or Occupant to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding any other provisions of this Declaration, this Declaration shall be binding upon, and may be enforced against, each tenant, lessee or Occupant of a Lot or any portion thereof, whether or not a Transfer Notice pursuant to Section 6.2 is in effect with respect to such Lot, and each such tenant, lessee and Occupant shall be personally and jointly and severally liable with the Owner of such Lot for all amounts payable to the Association or otherwise under this Declaration as a result of the actions of such tenant, lessee or Occupant.

9.5 Mortgages, Deeds of Trust. This Declaration shall be binding upon and effective against any Owner or Occupant of a Lot whose right or title thereto is acquired by foreclosure, trustee's sale, conveyance by operation of law or otherwise.

9.6 Severability. The invalidity of any one or more of the provisions of this Declaration shall in no way affect any of the remaining provisions, which shall remain in full force and effect.

9.7 Liability. Declarant, the Association and the Board of Directors shall exercise their own judgment in administering, enforcing and interpreting the provisions of this Declaration. Declarant, the Association or the Board of Directors, and their employees, officers, directors, shareholders, members and agents shall not be liable to any Owner, Occupant or to any other Person for actual or alleged acts or omissions, failures, mistakes and judgments, or non-enforcement in connection with action taken or omitted to be taken pursuant to the provisions of this Declaration.

9.8 Successors. Each and every provision of this Declaration shall inure to the benefit of the parties hereto and their respective successors and assigns. Every obligation, covenant and restriction in this Declaration shall run with the land and shall be binding

upon each Person acquiring an interest of any nature in any Lot. Any Person acquiring an interest in any Lot shall automatically be deemed to have assumed all obligations hereof relating to such Lot. Upon the transfer of an interest in any Lot, the transferor shall be relieved from any future obligation with respect to the interest transferred, but shall not be relieved from any obligation accruing with respect to such interest prior to the transfer.

9.9 Estoppel Certificates. Upon payment of such reasonable fee as may be determined from time to time by the Board of Directors, and upon written request of any Person which has or intends to acquire any right, title or interest in any Lot, the Association shall furnish a written statement setting forth the amount of any assessments or other amounts, if any, due and accrued and then unpaid with respect to the Lot and setting forth the amount of any assessment levied against such Lot which is not yet due and payable. Such statement shall, with respect to the Person to whom it is issued, be conclusive. In addition, at the request of the Association any Owner shall execute and deliver within ten (10) days an estoppel certificate addressed as requested stating, to the extent true, that to the best of the signatories' information and belief: (a) with respect to such Owner, this Declaration is in full force and effect; (b) there is no default under this Declaration, or, if there are any defaults, the extent and nature thereof; (c) this Declaration has not been modified or amended in any way, or, if it has been modified or amended, the dates of any such modifications or amendments; and (d) such other information as the requesting party may reasonably require. Such estoppel certificate may be relied upon by the party to whom it is addressed.

9.10 Headings. The headings herein are inserted for convenience only and shall not be construed as part of this Declaration or as limiting, affecting or defining the provisions contained herein.

9.11 Attorney's Fees. In the event that legal proceedings are instituted to enforce this Declaration, the prevailing party in such proceedings shall recover from the other its reasonable attorneys' fees and all other costs incurred in such proceedings.

9.12 Controlling Law. This Declaration shall be construed and governed under the laws of the State of Wyoming.

9.13 Exhibits. All exhibits attached hereto are incorporated into this Declaration by this reference.

9.14 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and nonexclusive.

9.15 Notices. All notices required or permitted pursuant to this Declaration shall be in writing. Notice to any Owner or Occupant shall be sent to the address specified by such Owner or Occupant in notice given to Declarant or the Association, after it is formed. Notices to Declarant shall be sent as follows:

To Declarant: System Land, LLC
#2 Soldier Creek Road
Sheridan, Wyoming 82801

Any Person may change its address for notice by giving notice to Declarant and, after the Association is formed, to the Association, of its new address. Notice shall be deemed given and received upon the earlier of actual receipt or the third business day after notice is deposited in the United States mail, registered or certified, return receipt requested, postage prepaid and addressed as indicated above.

IN WITNESS WHEREOF, this Declaration has been executed as of the day and year first above written.

SYSTEM LAND, LLC

By: [Signature]
DONALD B. ROBERTS, Manager

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 23rd day of June, 2004, by DONALD B. ROBERTS, as manager of System Land, LLC, a Wyoming limited liability company.

Witness my hand and official seal.
My commission expires:

10-18-06

Lindsey Hamilton
Notary Public



