

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF
WHISPERING HILLS**

DSB Investments, Inc., a Wyoming corporation (herein "Declarant"); hereby declares that all of the real property owned by it which is commonly known as "Whispering Hills" and more particularly described and shown on **Exhibit A**, attached hereto and incorporated herein, located in Sheridan County, Wyoming (herein collectively referred to as the "Property") and each said parcel, portion or Tract thereof (sometimes referred to herein as a "Tract" or "Tracts"), shall be subject to the express covenants, conditions, restrictions and easements (herein "Covenants"), as set forth hereinafter.

1. **REAL PROPERTY AFFECTED/ TRACTS DEFINED.** These Covenants shall apply to all of the Property and any portion thereof and shall run with the land. The Property shall initially consist of twelve (12) large Tracts, as shown on Exhibit A. The record owner of each Tract, whether one or more individuals or entities, shall be referred to herein as the "Owner". Each Owner (whether a person, corporation, cooperative, or other entity) that shall hereafter acquire any interest in a Tract or Tracts agrees to the terms hereof by taking title to the Tract, and binds them, their heirs, successors, and assigns to abide by these Covenants.

2. **INTENT/GENERAL PURPOSE OF COVENANTS.** Declarant intends to sell each Tract and makes these Covenants with the intent of creating restrictions of record on each Tract sold within the boundaries of the Property. Declarant's intent in so doing is to ensure that each Owner is afforded reasonable flexible use of the Tract due to the larger (35+ acre) parcels within the Property while balancing the requirement that each Tract is used and developed in a desirable, attractive, beneficial, valuable and suitable manner for a rural residential neighborhood. It is Declarant's primary goal in these Covenants to protect each Owner's investment in a Tract by ensuring that a basic understanding can be had by each Owner that all portions of the Property must be used and developed in a reasonable manner for the mutual enjoyment of all Owners.

3. **USE OF TRACTS.** Each Tract shall be used primarily for residential and/or agricultural purposes, and may be used commercially as a secondary purpose if otherwise permitted by applicable Sheridan County zoning regulations.

4. **CONSTRUCTION.** Each building constructed on a Tract shall be constructed as a residential dwelling and associated structures, and all such construction shall be of good quality and appearance and the exterior of all construction shall harmonize with the land and the existing structures in the neighborhood.

A. **General Construction Standards.** Each building on a Tract shall be constructed of new quality materials and shall be either: (i) quality custom construction or (ii) high quality new modular homes, either of which shall meet or exceed the following minimum construction requirements. No mobile homes are permitted. Once construction of a structure is commenced on a Tract, construction of that structure shall be completed within twenty four (24) months of commencement. No owner of a Tract shall erect or place any mobile home, factory constructed or other modular residential buildings on a Tract that does not adhere to the quality design standards of the Association, either temporarily or permanently. Underground and earthberm residential dwellings will be allowed if they otherwise meet the design standards of the Association.

B. **Set Backs.** No building or other above-ground improvement shall be constructed or placed closer than Fifty Feet (50') from any exterior boundary of a Tract except exterior boundaries adjacent to State of Wyoming lands.

C. **Minimum Square Footage for Homes.** Every residence that is a single story home shall have a minimum of 1,100 square feet of above-grade finished living area. Every primary residential dwelling that is a two story home (above grade) shall have a minimum ground level floor area (ie., footprint) of no less than 1,000 square feet of finished living area on the ground level. No primary residential dwelling shall exceed two stories above finished grade (not including a standard basement level) and

shall be no higher than thirty six feet (36') at the main roof peak. No basement area will be considered a part of the finished floor area requirements.

D. View Shed of Tracts. Buildings will be sited on each Tract so as to minimize the disturbance of the viewshed other Tracts to the mountains and the surrounding vistas. The exception of this rule is when all efforts for harmonious site locations are exhausted and the Tract is rendered unbuildable because of disturbance to the viewshed.

E. Utilities/Propane Tanks. No above ground power lines will be permitted – all power lines will be buried. All propane tanks shall be either buried or entirely screened from view of any adjoining Tract or the road.

F. Accessory Buildings. Accessory buildings located on a Tract shall be of quality construction materials and design. Provided further, an accessory building constructed on a Tract shall be constructed in a style that is designed and constructed to match the primary residential dwelling constructed thereon. In an effort to promote a higher quality look than an average pole-type barn, each accessory building shall have one or more architectural details that provide a higher-than-average appearance.

G. Siding Materials. All homes constructed on Tract shall be sided with architectural quality materials with professional quality installation. No primary building constructed or erected on a Tract shall be sided any siding that detracts from the architecture of the surrounding Tracts with regards to color and texture and quality.

H. Roofing Requirements. Roof lines on all residences shall include varying roof pitches with architectural interest, or be an integral element in the architectural design of the structure. Permitted roofing materials shall not be in any unusual color, they shall be the architectural design and shall be of a quality with at least a 25 year rating, (iii) high quality composite shakes, (iv) real cedar shakes, (v) metal roofing in an architectural grade, or (vi) other such higher-than-average quality roofing material. The pitch and material requirements for roofing are intended to require each building to achieve an architecturally interesting and higher-than-average appearance. Architecturally interesting flat roofs and living roofs will be allowed provided they otherwise meet the design standards of the Association.

I. Grandfathered Improvements. All improvements existing within Whispering Hills as of the date hereof are grandfathered and are not required to meet the requirements set forth herein for so long as they exist on the property.

5. TEMPORARY STRUCTURES/OUTBUILDINGS. No structure of temporary character, including but not limited to trailers, basements, tents, garage, barn or such other buildings, shall be built or moved onto any Tract at any time and used as a permanent residence or building. Temporary structures are allowed for construction and/or seasonal purposes, but not to exceed the construction period of 24 months and three months per year for seasonal uses, carports constructed of plastic, canvas or other non-permanent materials are not allowed.

6. EXTERIOR LIGHTING. Only standard residential and/or agricultural lighting shall be used to illuminate the improvement areas upon a Tract. All outside lighting shall be arranged, directed and/or shielded so as to prevent such lighting from unduly shining at the adjacent Tracts to the extent reasonable. Lighting for riding arenas is allowed, provided that the area is sited on the Tract to minimize the disturbance of other Tract owners.

7. ANIMALS. Any livestock, dog, cat and any other animal/pet which may be kept by an Owner on a Tract shall be controlled by the Owner thereof so that it shall not become a nuisance. No animals shall at any time be permitted to run at large, and all animals kept by an Owner shall be kept either in the dwelling or in a fenced area on the Tract. Tract owners must fence their livestock in to remain on their Tract even though Wyoming is otherwise a "fence out" state. Owner shall keep his/her Tract in a reasonable clean condition from the pets/livestock's presence on a Tract and shall not allow his/her

Tract to be overgrazed (overgrazed shall be defined, for purposes herein, as the grass being grazed down to a level below the toe of a boot). Owner shall prevent dogs from creating a barking nuisance or any other nuisance. Any pet may be required to be removed from the Tract after three documented complaints, which are confirmed by the proper authorities of Sheridan County as events which have reasonably caused a nuisance.

8. **NO NUISANCE.** No noxious, dangerous or offensive activity shall be carried on within the Property or on any Tract, nor shall anything be done or permitted which shall constitute a public nuisance thereon. Nor shall anything be done which may constitute an annoyance or nuisance to any other Owners within the Property or any Tract.

9. **CARE & APPEARANCE OF TRACT.** Each Tract, and all improvements thereon, shall be kept by the Owner in a sanitary, healthful, safe and attractive well-kept condition at all times. The accumulation of garbage, trash, rubbish or debris of any kind shall not be permitted, and all such items shall be in containers. All yard equipment, woodpiles, storage piles and trash containers shall be screened so as to not be visible from any Tract. Each Tract shall keep the improvements constructed thereon in good condition and repair, free from unsightly defects or otherwise in a state of disrepair.

10. **STORAGE OF AUTOMOBILES, BOATS, TRAILERS, OTHER VEHICLES/EQUIPMENT.** No vehicles shall be parked on any road within the Property or upon any Tract unless kept in an enclosed building thereon or otherwise screened from view of any Tract. No more than four licensed and insured vehicles which are driven on a regular basis may be stored outside of the storage building on a permanent basis.

11. **COMMERCIAL USES.** No commercial enterprise or other non-residential use or activity may be conducted as a primary use on a Tract; provided however, nothing herein shall prohibit a home business or home occupation use that may be otherwise permitted under the applicable zoning regulations of Sheridan County, Wyoming, as now in effect or as hereafter amended or promulgated, by an owner of the Tract so long as such business satisfies the following requirements: (i) the business/commercial use/activity occurs within the home or outbuilding on the Tract; and (ii) such use on the Tract does not increase vehicular traffic to and from the Tract above and beyond what would otherwise be reasonable if that Tract were used exclusively for residential purposes.

No gravel or scoria excavation operation shall occur on any Tract except to the following limited variance: Declarant has retained a contractor to construct the access road and infrastructure within Whispering Hills (hereinafter referred to as "Contractor"). Contractor shall not be prohibited by the terms of these covenants from excavating, processing and distributing a limited amount of scoria under the following limited conditions:

- (i) Contractor may remove scoria from Tracts 9 or 12 but no other Tract within Whispering Hills unless Tracts 9 and 12 do not provide sufficient material to construct the roads within Whispering Hills;
- (ii) Contractor may use, transport and deliver said scoria in unlimited amounts as necessary for the construction, maintenance and repair of any road within Whispering Hills or for any driveway to a Tract therein;
- (iii) Contractor may use, transport and deliver said scoria in unlimited amounts as necessary for the construction, maintenance and repair of any road outside the boundary of Whispering Hills *only to the extent* that such material is NOT transported along any road within Whispering Hills lying west of Tract 12.
- (iv) Any scoria that is to be delivered beyond the exterior boundaries of Whispering Hills using the road(s) therein west of Tract 12 is expressly and specifically limited as follows:
 - a. No more than 7,500 cubic yards of scoria per year shall be transported along or across such road(s); and

- b. No scoria shall be delivered along such roads after five (5) years from the date this document is recorded without the prior written consent of the Association (defined below).
- (v) Nothing herein shall circumvent Contractor's requirement otherwise to obtain proper permits for such activities.
- (vi) Contractor shall accommodate the Association's reasonable requests for dust control and/or safety concerns related to any transportation of scoria.
- (vii) This provision is the effective consent of Contractor to pursue the scoria activities referenced above. This provision is not assignable and no party other than Contractor shall have any benefit of these provisions without the prior written consent of the Association.
- (viii) In the event that commercial pit operations become a nuisance to one or more tract owners because of excessive traffic on the access road, the Association may convene to discuss with Contractor's problems that have arisen from pit operations. If no resolution to the nuisance can be agreed upon, the Association may vote to rescind the right to use of the access road for commercial pit operations with a simple majority vote after the second of such meetings.
- (ix) Contractor may call a meeting with the Association to ask for variances from the limitations herein. Any variances are to be approved by a simple majority vote of the members of the Association.

12. ZONING AND TRACT DIVISIONS. Tract owner(s) who desire to rezone or split their property are not prohibited herein from doing so and no Tract owner shall have the right to object thereto, having accepted that prospect by acceptance of these Covenants. Any portion of the Tract so split shall be bound by these Covenants. Should any Tract be so divided, each resulting parcel thereof shall thereafter be deemed a "Tract" for purposes of these covenants and bound hereby.

13. SURFACE USE AGREEMENTS AND ACCESS FOR CBM DEVELOPMENT. DSB Investments, Inc. reserves the exclusive right to negotiate, execute and bind each Tract to coal bed methane (CBM) surface use/damage agreements (herein "SUA") for all Tract owners within Whispering Hills so long as such SUA's are not substantially different from the sample SUA documents delivered by DSB to, and received/reviewed by, each Tract owner prior to their purchase of a Tract. DSB's right reserved herein shall remain effective and binding on all Tracts for a period of 3 years from the date these covenants are recorded and its right shall thereafter expire. Each owner-consent to infrastructure requested by a CBM producer must be approved by a simple majority vote of the Tracts within Whispering Hills. Votes by each Tract may not be unreasonably cast as "no" and written explanations must be given within five working days for "no" votes.

Payments made under the SUA for all annual "all inclusive" wellsite payments will be paid to the Association for the Association's use as directed by the members of the Association. Payments made under the SUA for structures (such as reservoirs, irrigation, or compressor buildings) will be paid to the respective Tract owner upon which the structure is located. DSB Investments, Inc. will be the sole recipient and beneficiary of any access payment(s) made for the use of the road within Whispering Hills that DSB constructed/developed so long as such agreement does not vary substantially from the sample Access Agreement provided as part of the above-described SUA documents.

14. IRRIGATION AND UTILITY EASEMENTS.

Irrigation Easement/Agreement -- DSB Investments, Inc., grants and reserves an easement along the existing water pipeline in its current location lying ten feet (10') on either side of said existing pipeline for the purpose of distributing any irrigation water that a Tract owner may own to his Tract. If necessary in the future to specifically locate the existing pipeline easement, the Association shall retain and pay for the survey and description thereof. Provided further, in the event that an individual Tract owner desires to move the existing irrigation pipe on his Tract, such a move shall be done in a manner so as to not adversely affect the other users thereof and the cost of the move (and the redescription of the same) will be paid by that Tract owner. The Association will appoint one representative from all Tracts in Whispering Hills to interface with the 9-Mile Ditch Company and Kearney Lake.

Utility Easement -- DSB Investments, Inc. further grants a fifteen foot (15') easement on each side of all boundary lines of all Tracts to and for the benefit of each and all Tracts for the installation, repair, maintenance and use of public, Tract owner and/or CBM Producer utilities and infrastructure and CBM infrastructure (all of which shall be buried if located within said easement route along the Tracts' boundary), and DSB Investments, Inc. reserve the same easement rights for its benefit and the benefit of its successors and its assigns.

15. ROAD INFRASTRUCTURE/MAINTENANCE/SPEED LIMITS. Each Tract shall not use the roads beyond average and typical residential use. However, should any Tract be used for an otherwise permitted business/commercial activity, that Tract shall be pay an additional cost of for the use/maintenance to the Association for such use. The Tract owners, through the Association, will be responsible for governing the use, maintenance and snow removal of the road.

Provided further, the Association is authorized to set speed limits for travel on the roadway within Whispering Hills. The initial speed limits so set are: 20 MPH maximum for commercial/business traffic (e.g., coal bed methane vehicles, construction trucks, etc.) and 30 MPH maximum for average car and pickup truck travel by Tract owners and their guests and invitees.

16. WHISPERING HILLS HOMEOWNERS' ASSOCIATION.

a. **Creation.** The Whispering Hills Home Owners' Association (herein referred to as the "Association") is hereby created as an unincorporated, nonprofit Association under the Wyoming Unincorporated Nonprofit Association Act, Wyoming Statutes, to exercise the powers granted, and to perform the functions imposed, by these Covenants with regard to the Tracts. Articles of Incorporation shall be filed with the Wyoming Secretary of State hereafter.

- b. **Purposes and Powers.** The general purposes of the Association are to:
- (i) enforce these Covenants, as set forth herein and as may be amended,
 - (ii) to govern, administer and pay for the private maintenance and repair of the access road within Whispering Hills,
 - (iv) to serve as an architectural control committee to protect the generally required characteristics of construction described above and to prohibit any construction in violation of such requirements. In this capacity as an architectural control committee, the Association's approval of the construction plans, elevations and color selections shall be required to commence construction. Should the Association deem such plans, elevations or colors a clear violation of the requirements set forth hereinbefore, the Association shall have the right, if after a proper vote is taken, to take action as the Association to attempt to enjoin the non-permitted construction.
 - (v) to generally promote the health, safety, and welfare of the residents of the Tracts. The Association shall also have the power to provide such additional services for the Tracts as the owners may from time to time approve.

For these purposes, the Association is hereby empowered to:

- (1) exercise all of the authority, powers, and privileges delegated to or vested in the Association by these Covenants, by Wyoming Statutes, or as may be reasonably implied as being necessary and proper hereunder, and to perform all of the duties and obligations established by these Covenants;
- (2) elect officers to carry out the administrative duties authorized by the Association's members from time to time. Officers shall include a President, Vice President and Secretary/Treasurer unless otherwise provided by the Association;

(3) enforce these covenants and all terms hereof; act as the architectural control committee; and govern the use of any common element of Whispering Hills such as the common roadway easement;

(4) fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to these Covenants, and to pay all expenses in connection therewith and all expenses incident to the conduct of the business of the Association, specifically including the costs associated with repairing, maintaining and operating Sunrise Road; and

(5) employ such firms or persons to perform any or all of the duties and obligations of the Association.

c. Membership. Every person who is an owner of a Tract shall be a member of the Association, and such membership shall be appurtenant to and may not be separated from the ownership of the Tract. An owner shall become a member upon conveyance of record to him of his Tract and shall cease being a member upon his conveyance of record of such Tract. No certificate or document, save and except a recorded conveyance to a Tract, shall be required to evidence such membership.

d. Voting Rights. Each owner shall be entitled to one vote for each Tract owned, save and except that the voting rights of any owner who is more than 30 days past due on the payment of any assessment to the Association shall be automatically suspended until such assessment, together with interest, costs, and reasonable attorney's fees, is paid in full. The voting rights of any owner against an enforcement issue is being voted upon by the Association shall be suspended for the vote on that enforcement issue only. When more than one person holds an interest in any Tract, the vote for such Tract shall be exercised as they determine, but in no event shall more than one vote be cast on behalf of one Tract.

e. Action. An action of the Association, or any approval required of the owners under these Covenants, shall require the affirmative vote of *at least Fifty Percent* (50%) of all Tracts, excluding the vote of any owner whose voting rights are suspended under Subparagraph d., cast in person or by proxy, at a duly constituted meeting of the Association, or, without a meeting by written approval of such action.

f. Meetings. The Association shall have an annual meeting. The first annual meeting shall be held in the month of September of 2007, as called to order by Declarant. At such initial annual meeting, the members of the Association shall determine the preferred time, date and location for the annual meetings thereafter. Other special meetings of the Association may be called at any time by the written request of the owners of any four (4) Tracts. Written notice of any and all meetings of the Association shall be given by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each owner, addressed to the owner's address last appearing on the books of the Association, or supplied by such owner to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and the purpose of the meeting. Each owner may vote in person or by proxy at all meetings of the Association. All proxies shall be in writing. Every proxy shall be revocable and shall automatically cease upon conveyance by the owner of his Tract.

g. Books and Records. Upon prior written request, the books, records, and papers of the Association shall be subject to inspection at a reasonable time and place by any owner and by a mortgagee holding a duly recorded mortgage against a Tract.

h. Principal Office. The Association shall designate a principal office from time to time.

i. Dissolution. The Association may be dissolved upon the written approval of all of the owners of all the Tracts. Upon dissolution of the Association, the assets of the Association shall be distributed to the owners of the Tracts within Whispering Hills in equal shares, or, dedicated to an appropriate public agency or nonprofit organization to be used for purposes broadly similar to those for which this Association was created.

j. Limitations. No part of the net earnings of the Association shall inure to the benefit of, or be distributed to, the owners, except that the Association shall be authorized to pay reasonable compensation for services rendered.

17. ASSESSMENTS.

a. Creation of Lien & Personal Obligation of Assessments. Each owner of a Tract, by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments or

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charges duly established and collected as hereinafter provided. All such assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Tract 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 Tract at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an owner's successors in title unless expressly assumed by them.

b. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to pay the road maintenance and other such obligations imposed upon the Association by these Covenants and to promote the health, safety, and welfare of the residents of the Tracts.

c. Annual Assessments. The Association shall establish annual assessments reasonably sufficient to meet its obligations under these Covenants, including specifically the obligations to maintain the surface of, and shoulders/borrow ditches along the access road within Whispering Hills. The annual assessment shall be fixed by the Association each year, shall accrue beginning on January 1 and ending on December 31 of each year (with the first assessment not to accrue until January 1, 2008) and shall be collected on the date of the annual meeting of the Association each year thereafter unless otherwise agreed by the Association. The Association shall have the power to include within the annual assessment amounts to meet the costs of any other service duly approved by the Association.

d. Special Assessments. In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only.

e. Approval of Assessments. All assessments shall be subject to the approval of the Association, as provided herein. All annual assessments shall be set by the Association in accord with c. above at its first annual meeting. Except in extraordinary circumstances, it is expected that the annual assessment shall not be increased or decreased by more than ten percent (10%) in any year, unless unanimously approved by the Owners.

f. Uniform Rate of Assessment. Both annual and special assessments must be fixed as a uniform rate, in an amount equal for each Tract.

g. Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Tracts on January 1, 2008, or such other date as shall be established by the Association. The Association shall fix the amount of the annual assessment against each Tract at least 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 the Association setting forth whether the assessments on a specified Tract have been paid. A properly executed certificate of the Association as to the status of assessments on a Tract is binding upon the Association as of the date of its issuance.

h. Effect of Nonpayment of Assessments. Any assessment not paid within 30 days after the due date shall thereafter bear interest from the due date at the rate of 12 percent per annum. Upon the failure of a Tract owner to pay the assessment when due, the Association will provide written notice to the violating Tract owner by delivering the notice by certified mail -- such delivery shall be deemed effective on the date notice is mailed by the Association. The violating Tract owner shall have thirty (30) days from the date the notice is deposited in the mail to pay, in full, the unpaid assessment, interest thereon and costs. If payment is not received by the Association within said 30 day period, the Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the Tract which is created herein by such nonpayment. The lien created herein shall be foreclosed in the manner provided for the foreclosure of real estate mortgages in the State of Wyoming and may be, at the Association's discretion, accomplished by advertisement and sale as provided in the Wyoming Statutes. In the event of such collection and/or foreclosure, the nonpaying Tract owner shall be liable for all attorney's fees and costs incurred by the enforcing party in such collection. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of his Tract.

i. Subordination of Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any

Tract shall not affect the assessment lien. However, the sale or transfer of any Tract pursuant to the foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Tract from liability for any assessments thereafter becoming due or from the lien thereof.

18. **ENFORCEABILITY.** If any person/entity shall violate or threaten to violate any of these Covenants, then these Covenants may be enforced by any Owner of any Tract in the Property; provided however, these covenants shall not run to the benefit of any other third party not an owner of a Tract affected by these Covenants. If an owner of any Tract is required to take action to, and is successful in, enforcing these Covenants, they shall be entitled to the recovery of all reasonable attorney's fees and costs incurred with their enforcement hereof, whether such enforcement require litigation or not, and such other damages as may be determined for such violation.

19. **SEVERABILITY.** Invalidation of any one of the provisions set forth in these Covenants, by judgment or court order, shall in no wise affect any other provisions herein which shall remain in full force and effect.

20. **NON WAIVER.** Any failure or delay to promptly enforce a violation of these Covenants shall not be deemed a waiver of the right to so enforce whatsoever.

21. **AMENDMENT/TERMINATION OF COVENANTS.** The covenants made herein shall not be amended, waived, abandoned, terminated, altered or revoked except by the prior written approval of at least Seventy Five Percent (75%) of the land area burdened by these Covenants. Any such amendment shall be properly recorded in the Sheridan County Clerk's office.

22. **EFFECT AND DURATION OF COVENANTS.** These Covenants shall be for the benefit of and binding upon each and every portion of the Property and upon each Owner of each portion thereof, his successors, heirs and assigns and shall run with the land. These Covenants shall remain in full force and effect for twenty (20) years from the date this instrument is executed, at which time these Covenants shall be automatically extended for five successive terms of ten years each thereafter, unless otherwise properly amended, altered or revoked as provided herein.

Executed and made effective this 12th day of February, 2007

DSB Investments, Inc. a Wyoming S-Corporation

BY: _____

David Scott Bliss, President

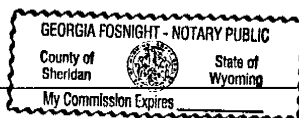
STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

On the 12th day of February, 2007 the foregoing Declaration was acknowledged before me by David Scott Bliss, who appeared before me and was personally known to me, and who, being by me duly sworn, did say that he was the duly authorized Officer of DSB Investments, Inc., a Wyoming corporation, and that said Declaration was signed on behalf of said Corporation by proper authority and acknowledged said Declaration to be the free act and deed of said Corporation.

GIVEN under my hand and notary seal the day and year first above written.

Notary Public

My Commission Expires: 12/30/2010



LEGAL DESCRIPTION

RE: Whispering Hills Home Owner's Association

February 12, 2007

A tract of land situated in the $W\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, and $NW\frac{1}{4}$ of Section 16 and the $S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, and $SE\frac{1}{4}NW\frac{1}{4}$ of Section 17, Township 55 North, Range 83 West, 6th Principal Meridian, Sheridan County, Wyoming; said tract being more particularly described as follows:

BEGINNING at the northwest corner of Section 16 (monumented with a $\frac{3}{4}$ " aluminum cap per LS 5369); thence $S87^{\circ}19'31"E$, 2,649.44 feet along the north line of said Section 16 to the north quarter corner of said Section 16 (monumented with a $\frac{3}{4}$ " aluminum cap per LS 6594); thence $N89^{\circ}45'43"E$, 358.39 feet along said north line to a 2" aluminum cap per LS 2615; thence $S00^{\circ}54'13"W$, 1,268.53 feet to a 2" aluminum cap per LS 2615; thence $S58^{\circ}22'47"W$, 378.52 feet to a 2" aluminum cap per LS 2615 lying on the east line of said $NW\frac{1}{4}$ of Section 16; thence $S00^{\circ}37'39"E$, 2,419.54 feet along said east line to a 2" aluminum cap per LS 6594 being the southeast corner of said $N\frac{1}{2}SW\frac{1}{4}$ of Section 16; thence $N89^{\circ}27'15"W$, 2,641.75 feet along the south line of said $N\frac{1}{2}SW\frac{1}{4}$ of Section 16 to the southwest corner of said $N\frac{1}{2}SW\frac{1}{4}$ of Section 16; thence $N89^{\circ}43'24"W$, 2,453.79 feet along the south line of said $N\frac{1}{2}SE\frac{1}{4}$ of said Section 17 to a 2" aluminum cap per LS 2615, said point being the northwest corner of a tract of land described in Book 393 of Deeds, Page 202 at the intersection of the easterly right of way line of U.S. Highway No.14 and the south line of said $N\frac{1}{2}SE\frac{1}{4}$ of Section 17; thence $N36^{\circ}46'48"W$, 639.94 feet along said easterly right of way line to a concrete and brass right of way monument; thence, along said easterly right of way line through a non-tangent curve to the right, having a radius of 2241.83 feet, a delta of $14^{\circ}35'43"$, an arc length of 571.07 feet, a chord bearing of $N29^{\circ}28'10"W$, and a chord distance of 569.53 feet to a concrete and brass monument; thence $N22^{\circ}10'34"W$, 473.58 feet along said easterly right of way line to a concrete and brass right of way monument; thence along said easterly right of way line through a non-tangent curve to the right, having a radius of 5679.58 feet, a delta of $2^{\circ}53'57"$, an arc length of 287.40 feet, a chord bearing of $N20^{\circ}43'39"W$, and a chord distance of 287.37 feet to a concrete and brass right of way monument; thence $N19^{\circ}16'01"W$, 494.78 feet along said northeasterly right of way line to a concrete and brass right of way monument; thence, along said northeasterly right of way line through a curve to the left having a radius of 1687.02 feet, a delta of $18^{\circ}00'05"$, an arc length of 530.03 feet, a chord bearing of $N28^{\circ}17'17"W$, and a chord length of 527.85 feet to a 2" aluminum cap per LS 2615, said point lying on the north line of said $SE\frac{1}{4}NW\frac{1}{4}$ of Section 17; thence $S89^{\circ}56'22"E$, 3,779.35 feet along said north line of the $SE\frac{1}{4}NW\frac{1}{4}$ and the north line of said $S\frac{1}{2}NE\frac{1}{4}$ to the northeast corner of said $S\frac{1}{2}NE\frac{1}{4}$ of Section 17 (monumented with a $\frac{3}{4}$ " aluminum cap per LS 2615); thence $N00^{\circ}40'58"W$, 1,327.84 feet along the west line of said $NW\frac{1}{4}$ of Section 16 to the **POINT OF BEGINNING** of said tract.

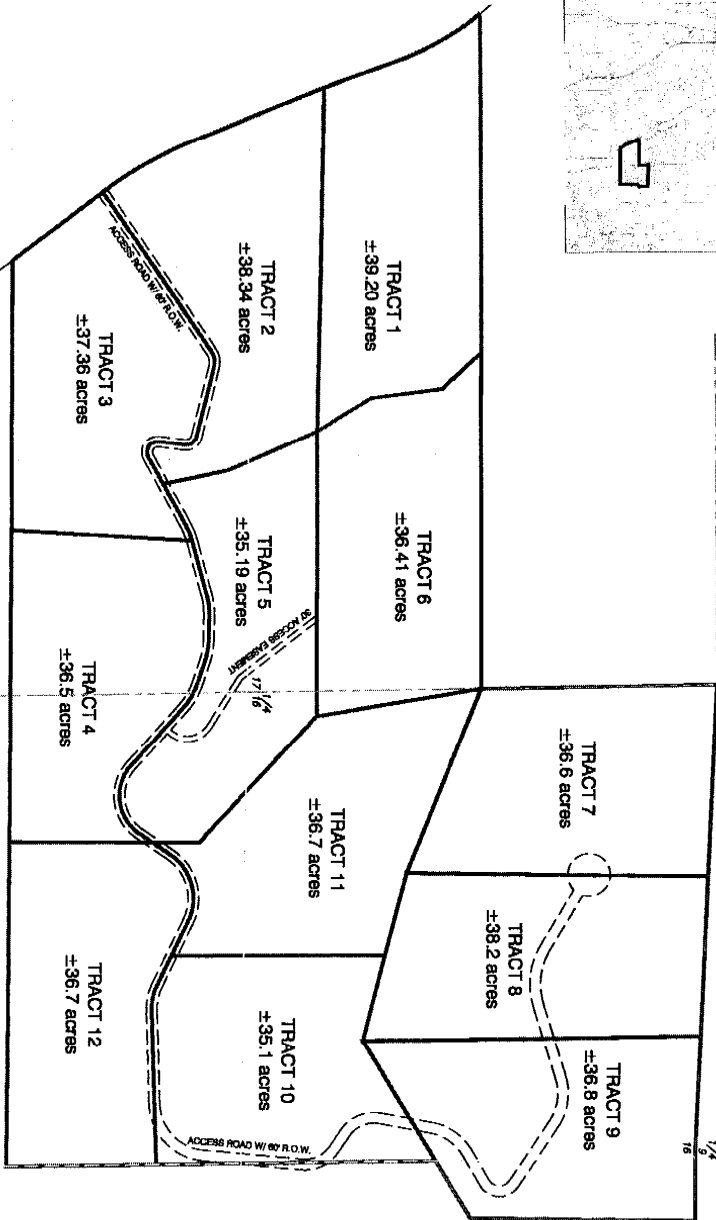
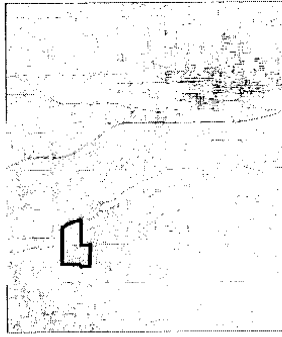
Containing 443.16 acres, more or less.

Basis of Bearings is the Wyoming Coordinate System NAD 1983, East Central Zone.

Distances are surface.

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WHISPERING HILLS HOME OWNERS ASSOCIATION



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