

RECORDED SEPTEMBER 27, 1995 BK 375 PG 563 NO 209051 RONALD L. DAILEY, COUNTY CLERK

STATE OF WYOMING       )  
                              ) ss.  
COUNTY OF SHERIDAN    )

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE POWDER HORN

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made this 26<sup>th</sup> day of September, 1995, by Powder Horn Ranch, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain real property referred to in Article II and described on Exhibit A of this Declaration, which property represents Phase I of a master community development known as "The Powder Horn," Declarant also owns adjacent and contiguous real property on which subsequent residential development phases may take place. Declarant desires to take advantage of the presently-existing unique geographical features of the subject property and proposes to establish and implement highly sophisticated plans for residential living and recreation. In view of the various unusual and uncommon features of Declarant's long-range plans, Declarant desires to impose these restrictions on the subject property and yet retain reasonable flexibility to respond to changing or unforeseen circumstances so as to control and maintain the first-class quality and distinction of the Powder Horn community project.

NOW, THEREFORE, Declarant hereby declares that the real property referred to in Article II and described on Exhibit A, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes collectively referred to herein as 'Covenants and Restrictions') hereinafter set forth.

ARTICLE I  
DEFINITIONS

The following words when used in this Declaration or any amendment or supplement hereto (unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Powder Horn Homeowners Association, Inc., a Wyoming non-profit corporation, which has the power, duty and responsibility of maintaining and administering the Common Areas, and collecting the assessments and charges hereinafter prescribed, and has the right, but not the obligation of administering and enforcing the Covenants and

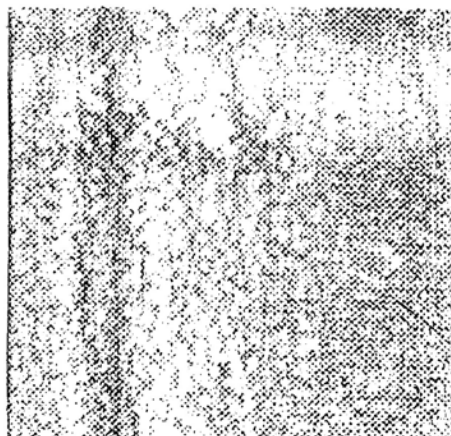
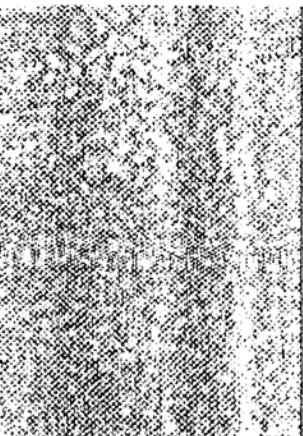
## Restrictions.

(b) "Common Areas" will not include the golf course, but shall mean and refer to any and all areas of land within the Property which are known, described or designated as common green, common areas, recreational easements, greenbelts, open spaces or streets on any recorded subdivision plat of the Property or intended for or devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or may hereafter be constructed, or installed thereon, and including all equipment, accessories and machinery used in the operation or maintenance of any of such Common Areas, and any additions to or replacements of such Common Areas. The Common Areas within the Powder Horn residential community will generally consist of streets and open space, not to include the golf course. Declarant proposes to hold record title to the Common Areas, consistent with the objectives envisioned herein, and subject to the easement rights herein of the Members to use and enjoy the Common Areas, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Declarant, but prior to July 1, 2015) record title to the Common Areas will be formally transferred from the Declarant to the Association. Declarant reserves the right to effect redesigns or reconfigurations of the Common Areas, and execute any open space declarations applicable to the Common Areas which may be permitted by law in order to reduce property taxes.

(c) "Declarant" shall mean and refer to Powder Horn Ranch, LLC, and the successors and assigns (if any) of Powder Horn Ranch, LLC, with respect to the voluntary disposition of all (or substantially all) of the assets of Powder Horn Ranch, LLC, and/or the voluntary disposition of all (or substantially all) of the right, title and interest of Powder Horn Ranch, LLC, in and to the Property prior to the completion of development thereon. No person or entity purchasing one or more Lots from Powder Horn Ranch, LLC, in the ordinary course of business shall be considered as "Declarant."

(d) "Existing Property" shall mean and refer to the initial parcel which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Section 2.01 of Article II hereof.

(e) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Property as amended from time to time, which is designated as a lot therein, and which is or will be improved with a residential dwelling in conformity with the building restrictions herein set forth. "Adjoining Lot" shall mean and refer to a Lot which is adjacent to any other Lot as shown on any recorded plat of the Property. Any reference in Article IX hereof to the visibility of





an item from any Adjoining Lot shall mean the visibility of such item from the ground level of the structure located on the Adjoining Lot and not the second story of a two-story dwelling located thereon.

(f) "Member" means every person who holds a membership in the association pursuant to Article III, entitled "Membership and Voting Rights." An Owner is not necessarily or automatically a Member.

(g) "Owner" shall mean and refer to each and every person or business entity who or which is a record owner of a fee or undivided fee interest in any Lot subject to these Covenants and Restrictions; however, the word "Owner" shall not include person(s) or entity(ies) who hold a bona fide lien or interest in a Lot as security for the performance of an obligation.

(h) "Property" shall mean and refer to the "Existing Property," and any additional lands which are annexed into the project and made subject to these Covenants, Conditions, and Restrictions, or any amendment or supplement hereto, prepared and filed of record pursuant to the provisions of Article II hereof.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

2.01 Existing Property. The Existing Property is located in the County of Sheridan, State of Wyoming, and is more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes.

2.02. Additions to Existing Property. Additional land(s) may become subject to this Declaration in any of the following manners:

(a) Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property, provided, however, that such supplementary declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration.

(b) In the event any person or entity other than Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval

of the majority of the outstanding votes within each voting class of the Association.

(c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 2.02, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

3.01. Membership. There shall be one Class A Membership in the Association appurtenant to each Lot. The Owner of the Lot shall designate in writing to the Association an individual who shall be the Member with respect to that Lot. The Member designated by the Owner of the Lot must be an individual who is an Owner, or if the Owner is or includes a Person other than an individual, the Member may be an individual who is a partner if the Owner is or includes a partnership, or an officer of the corporation if the Owner is or includes a corporation, or a beneficiary of the trust if the Owner is or includes a trust, or an owner of the entity if the Owner is or includes a person other than an individual, a partnership, a corporation or a trust. In the absence of such written designation, Assessments shall nevertheless be charged against the Lot and Owner thereof, but there shall be no right to vote the membership or to use the Common Areas.

3.02. Once a Class A Member has been designated by an Owner of a Lot, a new Member may only be designated for that Lot by the Owner upon the death of the previously designated Member, or at any time following the first anniversary (or such longer period, not to exceed three years as the Board may establish; or such shorter period, in a particular case as the Board, in its sole discretion, may permit) of the date the Member who is being succeeded was designated.

3.03. The Class A Member as so designated shall be the only person entitled to vote on behalf of the Owner of the Lot at Association meetings and elections. The Member designated by the Owner, and the Member's spouse and children, natural and adopted, under the age of 25 (and such other children and relatives of the Member as the Board may, from time to time, specify) shall with respect to the Owner's Lot, be the only persons entitled to use the Common Areas and other than as guests, in accordance with the Association Rules, and no other individual or person, even though an Owner of the Lot, shall be entitled to use the Common Areas other than as guests.

3.04. Voting Rights. The Association shall have two classes of voting membership:

CLASS A: Class A Members shall be all Members other than Class B Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership.

CLASS B: The Class B Member shall be Declarant. The Class B Member shall be entitled to ten (10) votes for each lot which it owns.

Notwithstanding the aforementioned voting rights within the Association and consistent with the provisions of Section 12.02 hereinafter, until:

(a) Declarant no longer owns: (i) record title to any Lot; and (ii) a lien interest in any Lot; and (iii) title to any adjoining acreage intended to be developed as an additional section or phase of the Powder Horn; or

(b) July 1, 2015, whichever occurs first in time, neither the Association nor the Members shall take any action or inaction with respect to any matter whatsoever without the consent and approval of the Declarant.

(c) The Declarant voluntarily may (but shall not be required to relinquish control of the association to the Members at any time prior to July 1, 2015).

3.05. Quorum, Notice and Voting Requirements. The quorum, notice, and voting requirements of and pertaining to the Association are set forth within the Articles of Incorporation and Bylaws of the Association, as same may be amended from time to time. Subject to the provisions of Section 3.04 above, any action by or on behalf of the Association may be taken with the consent given in writing and signed by Members who collectively hold or control more than fifty percent (50%) of the outstanding votes of the Association.

#### ARTICLE IV GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS

4.01. Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors (hereinafter referred to as the "Board"). The Board shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Common Areas, the Owners, and the Property, shall provide, and shall pay for out of the maintenance fund(s) provided for in Article VI below, the following:

(a) Care and preservation of the Common Areas and the furnishing and upkeep of any desired personal property for use in the Common Areas;

(b) Taxes, insurance and utilities (including, without limitation, electricity, gas, water and sewer charges) which pertain to the Common Areas only;

(c) The services of a person or firm (including Declarant and any affiliates of Declarant) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager designated by the Board;

(d) Legal and accounting services; and

(e) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration, or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration. The Board shall have the following additional rights, powers, and duties:

(f) To maintain and repair all streets as appropriate.

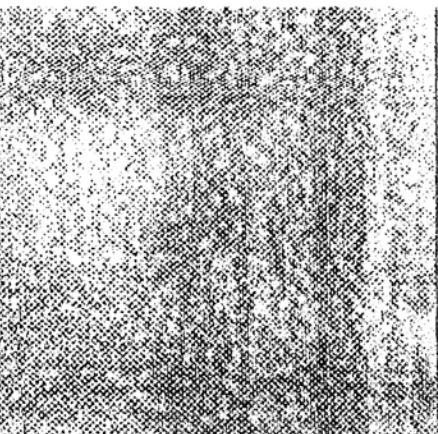
(g) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Areas owned by the Association;

(h) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to: (i) taxes on the Common Areas; (ii) insurance coverage (if any) on Common Areas as they relate to the assessment, collection and disbursement process envisioned by Article V hereinabove; and (iii) utility installation, consumption and service matters;

(i) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent owners, if the Board sees fit or secured by such assets of the Association as deemed appropriate by the lender and the Association;

(j) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association;

(k) To protect or defend the Common Areas from loss or damage by suit or otherwise, to sue or defend in any court





of law on behalf of the Association, and to provide adequate reserves for repairs and replacements;

(l) To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time;

(m) To make available to each Owner within ninety (90) days after the end of each year an annual report;

(n) Pursuant to Article VII herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency;

(o) To enforce the provisions of this Declaration and any rules made hereunder and to line, enjoin and/or seek damages from any Owner for violation of such provisions of rules;

4.02 Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services, and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein. In the event or if for any reason the Board is not deemed authorized to act for and on behalf of the Association and the Members, then Declarant may exercise its power and authority under Section 12.02 hereof to act for and on behalf of the Association and the Members, and the Association shall reimburse Declarant for any and all reasonable expenses incurred in so acting.

4.03 Contracts with Owners. The Board, on behalf of the Association, shall have full power and authority to contract for any Owner (including, without limitation, Declarant) for the performance, on behalf of the Association of services which the Board is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

4.04 Liability Limitations. Neither the Declarant, any Member, the Board, any Director, nor any Officer of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for the tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant or Association, its Directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other

incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

4.05 Reserve funds. The Board may, in its sole and absolute discretion, establish reserve funds, which may be maintained and accounted for separately from other funds maintained for annual operating expenses, and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association.

ARTICLE V  
PROPERTY RIGHTS IN THE COMMON PROPERTY

5.01 Members' Easements of Enjoyment. Subject to the provisions of Section 5.03 of this Article, every Member and every tenant of every Member who resides on a Lot, and each individual who resides with either of them on such Lot, shall have a right and easement of use, recreation and enjoyment in and to the Common Areas, however, such easement shall not give such person the right to make alterations, additions or improvements to the Common Areas.

5.02 Title to the Common Areas. Declarant will hold record title to the Common Areas for an indefinite period of time, subject to the easements set forth in Section 5.01 hereof. Declarant shall have the right and option (without the joinder and consent of any person or entity, save and except any consent, joinder or approval required by Sheridan County) to encumber, mortgage, design, redesign, reconfigure, alter, improve, landscape and maintain the Common Areas, provided that Declarant fully and timely complies with any and all requirements of Sheridan County. At some point in time (deemed appropriate by the Declarant but prior to July 1, 2015), Declarant will convey free and clear title to the Common Areas to the Association for the purposes herein envisioned. Declarant reserves the right to execute any open space declarations applicable to the Common Areas which may be permitted by law in order to reduce property taxes, or which otherwise benefits the Members.

5.03 Extent of Members' Easements in the Common Areas. The rights and easements of use, recreation and enjoyment created hereby shall be subject to the following:

(a) The right of Declarant or the Association to prescribe reasonable regulations and policies governing, and to charge fees or deposits related to the use, operation and maintenance of the Common Areas.

(b) Liens or mortgages placed against all or any portion of

the Common Areas with respect to monies borrowed by Declarant to develop and improve the Property or by the Association to improve or maintain the Common Areas;

(c) The right of the Association to enter into and execute contracts with any party (including, without limitation, Declarant) for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Association;

(d) The right of Declarant or the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;

(e) The rights of Declarant or the Association to suspend the voting rights of any Member and to suspend the right of any individual to use or enjoy any of the Common Areas for any period during which any assessment (including without limitation "fines") against a Lot resided upon by such individual remains unpaid, and for any period deemed reasonable by the Association for an infraction of the then-existing rules and regulations;

(f) The rights of Declarant and/or the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility company, for such purposes and upon such conditions as may be agreed upon by Declarant and the Members having a majority of the outstanding eligible votes of the Association;

(g) The right of the Declarant or the Association to enter into and execute contracts with the owner-operators of any community antenna television system ("CATV") or other similar operations for the purpose of extending cable or utility service on, over or under the Common Areas to ultimately provide service to one or more of the Lots.

#### ARTICLE VI COVENANTS FOR ASSESSMENTS

6.01 Personal Obligation of Assessments. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed, as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies):

(a) Regular assessments or charges for maintenance, taxes and insurance on portions of the Property and the Common Areas (including, without limitation, those matters

described within Section 4.01 hereof);

(b) Special group assessments for capital improvements or unusual or emergency matters, such assessments to be fixed, established and collected from time to time ratably as hereinafter provided;

(c) Special individual assessments levied against individual Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner and not caused by ordinary wear and tear; and

(d) Individual assessments and fines levied against individual Owners for violations of rules and regulations pertaining to the Property, Association, and/or the Common Areas, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular, special group, and special individual assessments, together with such late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made and shall also be the continuing personal obligation of the then-existing Owner of such Lot at the time when the assessment fell due.

6.02 Creation of Lien. Association shall have a lien against each Lot to secure the payment of any assessment which may be levied pursuant to the terms and provisions of Sections 6.01, 6.05, 6.06, 9.38 and/or 12.06 (or any other provision hereof), and the expenses incurred in connection with the enforcement thereof, including, without limitation, interest at the maximum rate permitted by law, costs and reasonable attorneys, fees. Such lien may be enforced by appropriate judicial proceedings, or through a power of sale foreclosure, and the amounts secured thereby shall be the obligation of, and chargeable to Owner. Such lien shall be and is subordinate and inferior only to the following: (i) Assessments, liens, and charges in favor of the State of Wyoming and any political subdivision thereof for taxes past due and unpaid on the Lot; and (ii) Amounts due under any mortgage recorded prior to the recordation of any lien assessment as provided in Section 6.03 of this Article VI.

#### 6.03 Assessment Lien.

(a) All amounts payable to the Association, including unpaid assessments, attorney fees, other enforcement and collection costs, and interest thereon at the maximum rate permitted by law, from the date such assessments are due until said assessments are paid (subject to the provisions hereof



limiting the interest contracted for, charged or received to the maximum permitted by applicable law), shall constitute a lien on the Lot superior to all other liens and encumbrances, except as provided in Section 6.02 of this Article VI. The Board or its duly appointed agent, may (but shall not be required to) prepare a written notice setting forth the amount of such unpaid indebtedness, the name of Owner and a description of the Lot. Such notice shall be signed by Declarant or the Board or its duly appointed agent and may be recorded in the office of the County Clerk of Sheridan County. Such lien may be enforced by the foreclosure of it upon the Lot by the Declarant or the Board or its duly appointed agent. In any such proceeding, the Owner shall be required to pay the costs, expenses and attorney's fees incurred in connection with filing the lien, and in the event of any foreclosure proceeding all additional costs, expenses and attorney's fees in connection with any such foreclosure proceeding. Declarant or the Board or its duly appointed agent shall have the power to bid on the Lot at foreclosure, or other legal sale, and to acquire and hold, lease, convey or otherwise deal with the same. Any mortgagee holding a lien on the Lot may pay, but shall not be required to pay any unpaid assessments owing with respect to the Lot, but such payment shall not be deemed a waiver of Owner's default by either Declarant, the Board or such mortgagee. Foreclosure may be in any manner authorized by Wyoming law, including through power of sale.

(b) The amount of the assessments assessed against the Lot shall also be a personal obligation or indebtedness of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing same.

(c) Owner, by acceptance of the deed to the Property, hereby expressly vests in Declarant, the Board or its agents the right and power to bring all actions against Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or by abandonment of his Lot.

(d) If any assessment remains unpaid at the expiration of fifteen (15) calendar days from and after the due date established by the Board, a late charge shall be assessed against the nonpaying Owner for each month that any portion of an assessment remains unpaid. The Board of Directors shall specify the late charge amount. A reasonable service charge in an amount established by the Board shall be

charged for each check that is returned because of insufficient funds. The amount of any such late charge and service charge may be adjusted, from time to time, by the Board.

6.04 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of (i) promoting the health, recreation, safety and welfare of the residents of the Property; (ii) improving and maintaining the subdivision streets, the jogging and bicycle trails, recreational areas, or other properties, services and facilities directly related to the use and enjoyment of the Common Areas (which for purposes hereof shall include the streets); (iii) snow removal from streets; (iv) the payment of taxes on the Common Areas and insurance (if any) in connection with the Common Areas and the repair, replacement and additions thereto; (v) the payment for electricity for street lights and exterior lights and the repair, replacement and additions of various items within the Common Areas; (vi) trash and garbage collection and security arrangements as may be determined necessary and appropriate by the Association, from time to time; (vii) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and the management and supervision of, the Common Areas; (viii) carrying out the duties of the Board as set forth in Article IV hereof; (ix) carrying out the various matters set forth or envisioned herein or in any amendment or supplement hereto; and (x) for any matter or thing designated by the County of Sheridan in connection with any zoning, subdivision, platting, building or development requirements.

6.05. Basis and Amount of Regular Maintenance Assessments.

(a) Until and unless otherwise determined by the Board, the maximum regular assessment shall be Thirty Dollars (\$30.00) per Lot per month.

(b) The Board may establish the maximum annual assessment for each Lot, provided that the maximum annual assessment may not be increased more than twenty percent (20%) above the maximum regular assessment for the previous year unless otherwise approved by the Members of the Association as provided in Section 3.05 of Article III.

(c) After consideration of current maintenance costs and the future needs of the Association, the Board may fix the actual annual assessment at an amount equal to or less than the then-existing maximum annual assessment.

(d) Not later than thirty (30) days prior to the beginning of each fiscal year of the Association, the Association shall make available for review by each Member, at the Association's office, during reasonable times, a pro

operating statement or budget for the upcoming fiscal year, which shall, among other things, estimate the total Common Area expenses to be incurred for such fiscal year. Subject to the provisions of 6.05, the Board shall at that time determine the amount of the regular Maintenance Assessment to be paid by each member, and shall notify the member thereof. Each member shall thereafter pay to the Association his regular Maintenance Assessment in monthly installments. Each such installment shall be due and payable on the date set forth in the written notice sent to the Members.

(e) The Board may establish a time-price differential schedule for the payment of the regular assessment in which the lowest amount is the actual regular base assessment.

6.06. Special Assessments for Capital Improvements. In addition to the regular assessments, the Association may levy in any fiscal year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including any necessary fixtures and personal property related thereto; provided that any such assessment shall have the affirmative approval of the Members of the Association as provided in section 3.04, Article III.

6.07. Duties of the Board with Respect to Special Assessments.

(a) In the event of an establishment of a special group or special individual assessment, the Board shall fix the amount of the assessment against each Lot, and the applicable due date for each assessment, at least sixty (60) days in advance of such date or period, and the Board shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificate.

6.08. Rights of Sheridan County. Unless otherwise approved by seventy-five percent (75%) of the outstanding votes within each voting class, the Association shall not by act or omission seek to abandon its obligations as established by this Declaration. However, in the event that:

(a) The Association dissolves and the Common Areas shall not be either (i) dedicated to and accepted by an appropriate public agency, authority or utility to be devoted to purposes as nearly as practicable the same as those to which such Common Areas were required to be devoted by the Association, or (ii) conveyed to another organization or entity which assumes all obligations imposed hereunder upon the Association to maintain said Common Areas; or

(b) The Association, its successors or assigns, shall fail or refuse to adequately maintain the appearance and condition of the Common Areas which it is obligated to maintain hereunder; then, in either such event, the County of Sheridan shall have the right, but not the obligation, to assume the duty of performing all such maintenance obligations of the Association at any time after such dissolution, upon giving written notice to the Owners, or at any time after the expiration of twenty-one (21) days after receipt by the Association, its successors or assigns, of written notice specifying in detail the nature and extent of the failure to maintain without such failure being remedied. Upon assuming such maintenance obligations, Sheridan County may collect, when the same become due, all assessments levied by the Association pursuant to the provisions hereof for the purposes of repairing, replacing, maintaining or caring for the Common Areas; and, if necessary, enforce the payment of delinquent assessments in the manner set forth herein. In the alternative, upon assuming such maintenance obligations, Sheridan County may levy an assessment upon each Lot on a pro-rata basis for the cost of such maintenance, notwithstanding any other provisions contained in this Declaration, which assessment shall constitute a lien upon the Lot against which each assessment is made. During any period that Sheridan County assumes the obligation to maintain and care for the Common Areas, the Association shall have no obligation or authority with respect to such maintenance. The right and authority of Sheridan County to maintain the Common Areas shall cease and terminate when the Association, its successors or assigns, shall present to Sheridan County reasonable evidence of its willingness and ability to resume maintenance of the Common Areas. In the event Sheridan County assumes the duty of performing the maintenance obligations of the Association as provided herein, then Sheridan County, its agents, representatives and employees, shall have right of access, ingress and egress to and over the Common Areas for the



purposes of maintaining, improving and preserving the same, and in no event, and under no circumstances, shall Sheridan County be liable to the Association or any Owner or their respective heirs, devisees, personal representatives, successors or assigns for negligent acts or construction (excluding, however, malfeasance and gross negligence) relating in any manner to maintaining, improving and preserving the Common Areas.

6.09. Exempt Property. The following property otherwise subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use;
- (b) All Common Areas as defined in Article I hereof.

ARTICLE VII  
INSURANCE, REPAIR, AND RESTORATION

7.01. Right to Purchase Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Areas, any improvements thereon or appurtenant thereto, for the interest of the Association and of all Members thereof, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location, and use to the subject property. Such insurance may include, but need not be limited to:

- (a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier;
- (b) Public liability and property damage insurance on a broad form basis;
- (c) Fidelity bond for all officers and employees of the Association having control over the receipt or disbursement of funds; and
- (d) Officers' and Directors' liability insurance.

7.02. Insurance Proceeds. The Association and the Members shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association as required in this Article VII remaining after satisfactory completion of repair and replacement, shall be

retained by the Association as part of a general reserve fund for repair and replacement of the Common Areas.

7.03. Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Article VI of this Declaration to cover the deficiency.

#### ARTICLE VIII USE OF COMMON AREAS

The Common Areas may be used and enjoyed as follows:

8.01. Restrictive Actions by Members. No Member shall permit anything to be done on or in the Common Areas which would violate any applicable public law or zoning ordinance or which will result in the cancellation of, or increase in the cost of any insurance carried by the Association, or which would be in violation of any law or any rule or regulation promulgated by the Board.

8.02. Damage to the Common Areas. Each Member shall be liable to the Association for any damage to any portion of the Common Areas caused by the negligence or willful misconduct of a Member or his family and guests.

8.03. Rules of the Board. All Members shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and a Member determined to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorneys fees.

8.04. Use of Common Areas. Use of the Common Areas shall be limited to Members, their families and guests. No person or entity shall use any portion of the Common Areas to:

- (a) Solicit, promote or conduct business, religious, political or propaganda matters;
- (b) Distribute handbills, newsletters, flyers, circulars, or other printed materials without the prior written consent of the Association (which consent may be withheld in its sole and absolute discretion).

8.05 Public Streets. The streets, sidewalks, and alley network within the Powder Horn residential community are public, and constitute a portion of the Common Areas which are subject to the jurisdiction and administration by the Association. In addition to the other provisions appearing within this Article

VIII, the Board is specifically authorized to recommend, adopt, implement, and enforce rules, regulations, mechanisms and procedures governing use of the sidewalks, streets and alleys covering items such as (but not necessarily limited to):

- (a) Identification and entry programs for Members, their respective immediate families, their guests and vehicles owned or driven by any of them;
- (b) Speed limits, designated parking areas, restricted parking areas and no-parking areas;
- (c) Signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters;
- (d) A "fines" system through which the Association can levy and collect fines from its Members for violations of the applicable rules and regulations; and
- (e) Disclaimers of liability for any and all matters or occurrences on or related to the Common Property.

ARTICLE IX  
ARCHITECTURAL AND LANDSCAPE CONTROL

9.01 Appointment of Design Review Committee. The Association shall have a Design Review Committee consisting of not less than three nor more than five persons, as specified from time to time in the Development Standards by resolution of the Board. The Declarant shall appoint the initial members of the Design Review Committee. The Association shall thereafter have and retain the right to appoint, augment or replace all members of the Design Review Committee.

9.02 Development Standards. The Design Review Committee shall establish reasonable procedural rules, regulations, restrictions, architectural standards, design guidelines and development standards (collectively the "Development Standards"), which the Design Review Committee may, from time to time in its sole discretion, amend, repeal or augment. The following provisions of this Article IX shall constitute the initial Development Standards, and are hereby incorporated herein by reference, and shall be deemed to be a part of this Declaration and shall be binding on all Owners, Members or other Persons as if expressly set forth herein. A copy of the current Development Standards shall at all times be a part of the Association's records. The Development Standards may include, among other things, those restrictions and limitations set forth below:

9.03. Building Setbacks. No portion of any residential structure or accessory building may be constructed closer to a property line than the established minimum building setbacks described below, or as otherwise indicated by plat documents or sales exhibits. In the event of conflict, the greater setback requirement shall prevail.

Required minimum building setbacks from property lines:

(a) \* Front: 25 feet for lots of 15,000 square feet and larger; 20 feet for lots smaller than 15,000 square feet. This minimum setback is applicable to all lot boundaries which abut two road right-of-ways.

(b) Side: 10 feet for lots of 15,000 square feet or larger; 8 feet for lots smaller than 15,000 square feet.

(c) \*\* Rear: 25 feet for lots of 15,000 square feet or larger; 20 feet for lots smaller than 15,000 square feet.

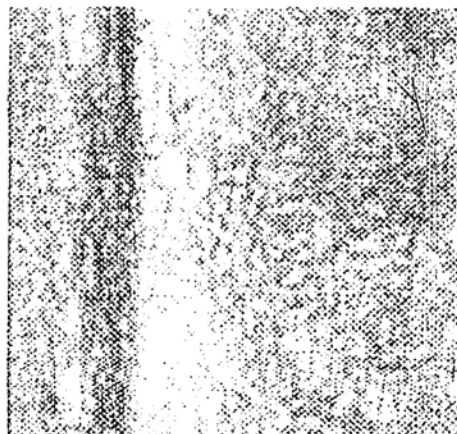
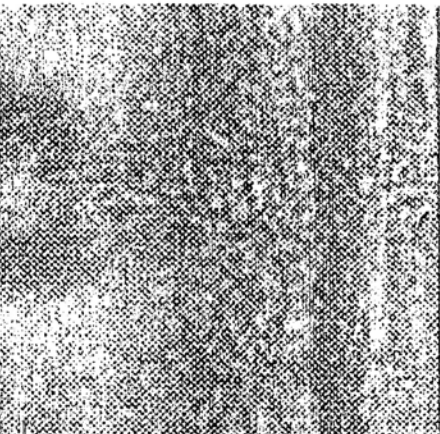
All golf course frontage: 25 feet.

\* For residential designs which incorporate a side entry garage, the Design Review Committee may reduce the requisite front setback by up to 5 feet when measured to the side wall (of the garage) which faces the street.

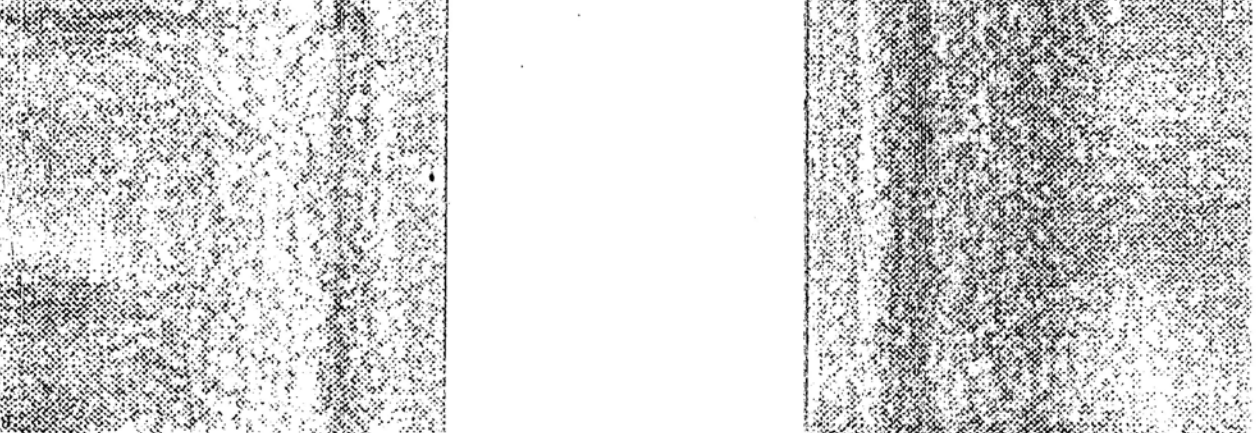
\*\* For corner lots with frontage along two road rights-of-way, or lots of irregular shape, County building officials may assign the rear setback designation to a property boundary based upon the lots configuration; the Owner or his agent shall bear the responsibility for contacting the County to confirm the rear setback determination for such a lot prior to the preparation of a preliminary site plan for improvements.

9.04. Site Work. No excessive excavation or fill will be permitted on any lot except where specifically allowed by the Design Review Committee due to terrain considerations; every attempt should be made to balance cut and fill with minimal use of retaining walls and engineered building pads.

(a) Some of the home sites at The Powder Horn may have existing trees within its boundaries. Those trees must be preserved when possible; more particularly, the retention of trees over 6 inches in diameter or taller than 15 feet is strongly encouraged. Any cutting of trees or removal of significant vegetation must first be approved by the Design Review Committee with the following exceptions: the pruning of dead limbs, removal of dead trees, and the cutting and removal of trees with a trunk diameter of 6 inches or less which are bowed, leaning, severely misshapen, diseased, or







sparsely foliated.

9.05 Grading, Drainage and Subsoil Conditions. Site grading must be accomplished with minimum disruption to a lot, without altering natural discharge points of surface drainage from a lot, and without creating conditions that could precipitate unnecessary soil erosion, slippage, or subsidence. Residential design for hillside lots (having a variation of natural grade elevation in excess of five vertical feet across the footprint of a proposed structure) must incorporate slope conditions into the design solution so that the proposed structure terraces or steps with the natural slope. Artificial benching of sloped sites to create an engineered pad to accommodate a "flat lot design" is strongly discouraged.

(a) Surface drainage upon and across any lot must be carefully considered. Existing points of entry and exit to and from a lot by historic surface drainage must be respected. Any improvement which creates an obstruction to surface flows, which results in a back-up or concentration of storm waters onto a neighboring lot or tract, is strictly prohibited. Ground floor levels should be established at a vertical elevation such that final placement of backfill, walks, driveways and porches will produce a positive drainage away from the structure in all directions.

(b) Subsoil conditions and groundwater levels vary dramatically throughout Sheridan County. The consultation of a professional soils engineer, for the assessment of foundation design determinants and the depth to groundwater, is advised for all sites within The Powder Horn. Basements may be ill-advised on some low-lying wetter sites, and sump pumps should be incorporated into the design of below-grade living spaces. The inclusion of foundation waterproofing and a perforated pipe foundation drainage system are recommended along uphill and sidehill foundation walls on hillside lot.

9.06 Access Drives. As a general rule, each lot may be accessed by a single driveway only. However, double entry loop driveways may be considered by the Design Review Committee where site determinants such as lot slope, frontage, width and configuration would allow sufficient room for an uncrowded and aesthetic double entry design.

(a) The driving surface of the entry drive and guest parking may be asphaltic concrete, embossed or textured concrete, plain concrete with an integral color, brick pavers, paving stones, or a combination thereof.

9.07 On-Site Parking. Each single-family residential

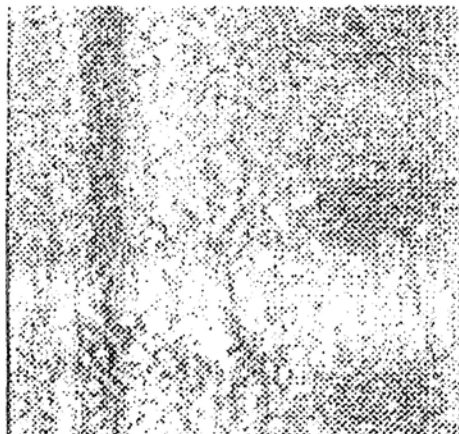
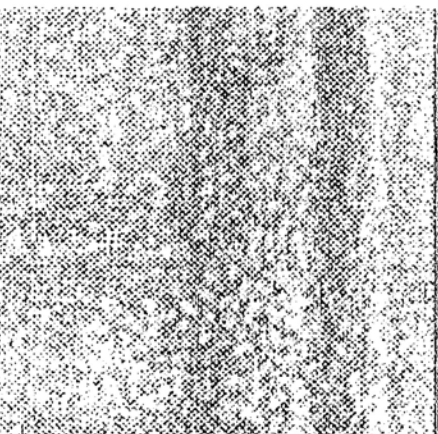
dwelling shall provide an enclosed garage space, to shelter a minimum of one conventional automobile, and sufficient driveway space (within the boundaries of the lot) for the parking of at least two guest automobiles. Homeowners who possess trucks (larger than pickup trucks), buses, motor homes, camper vehicles (excepting camper shells mounted upon pickup trucks), trailers, boats, motorcycles, snowmobiles, or any other motorized vehicle other than a conventional automobile, must store or park such vehicles within an enclosed garage, or in a location on their site where they are screened by walls or fences so as to be screened from view. The parking of a guest's motor home or other large recreation vehicle outside any lot is limited to 72 hours at a time, and such vehicles shall not be used for on-site camping.

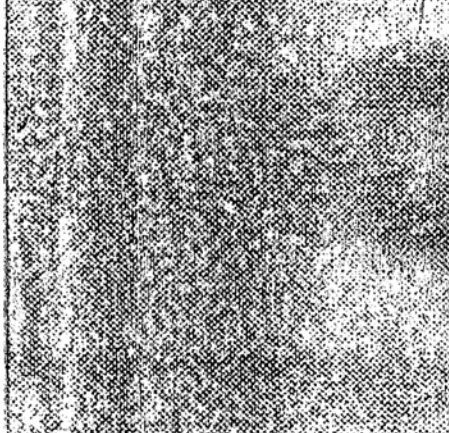
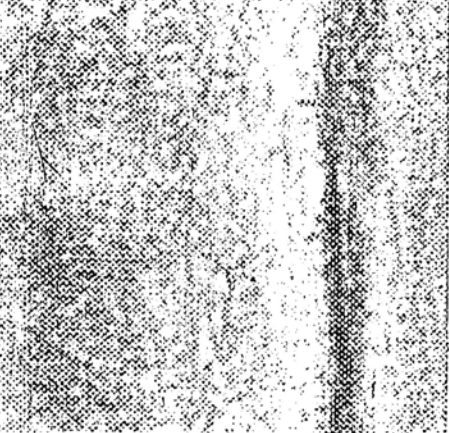
9.08 Utilities. Upon completion of infrastructure and for building purposes utility services will be stubbed to the property lines of each lot. Water, electric, telephone and cable television service locations are clustered (usually with those of one adjacent lot) in a utility easement located near one of the front corners of the lot. The sewer service extension and natural gas extension (if available) are stubbed to the property line(s) which lie closest to their respective service mains. The extension of services from these stub locations to the residence shall be the responsibility of each Owner. Information regarding current tap and service fees, as well as connection procedure, may be obtained by contacting the respective utility companies.

(a) If an Owner opts for the use of propane fired appliances, the fuel storage tank shall be buried on the lot, in a location which is clear of all minimum setbacks, while still respecting all clearance requirements mandated by applicable codes, ordinances, or Building Department directives.

9.09 Walls and Fences. Site walls or fences must appear as a visual extension of the residence, incorporating similar or compatible materials, colors and finishes whenever possible. Fences or privacy walls may be constructed of brick or stone masonry, stucco over concrete masonry, wood board (cedar or redwood), split rail, natural log, ornamental iron, coated chainlink, or tasteful combination thereof. Galvanized chainlike and wire fencing are prohibited. Fencing and privacy walls may not exceed six feet in height above finished grade. Fences may extend to the side and rear property lines of a lot, except along those property lines which abut the golf course; on those lots which abut the course, fences of the types previously described may not be constructed closer to the abutting property line than the applicable designated building setback - (see Section 2.1 of these Standards).

Exception: On all lots which abut the golf course, it is





anticipated that the Declarant will construct and maintain the golf course fence. This particular fence shall consist of a two-pole fence with a natural seal coat. The fence shall be exactly 42 inches high from finished grade. If the Owner of a golf course lot wishes to fence the side property lines, any such fence within the golf course setback as defined in Section 9.03 must be of the same transparent pole fence design as described above.

Segments of fencing which extend outward from the side wall of a residence must be held back from the front corners of the residence a minimum distance of ten feet. Fences may not encroach into any street frontage setback.

Wood fences must be double faced so that stringers and posts are partially concealed: Wood slats shall be of cedar or redwood, 4 to 8 inches in width, installed vertically or horizontally. Wood fences must have a continuous horizontal wood cap; uncapped slat ends will not be allowed. Fences may be left natural with a linseed oil based preservative application, or may be stained or painted.

Structural retaining walls may not exceed an above-grade height of six feet. Multiple terraced retaining walls must be utilized where the overall height of retained earth exceeds six feet. Retaining walls may be constructed of cast concrete, or engineered brick or concrete masonry; however, all exposed wall surfaces and edges must be treated with an approved finish, such as brick or stone veneer, painted stucco, or split-face texture with custom color, so as to blend unobtrusively with its natural surroundings. All retaining walls must include suitable drainage systems and weep holes to relieve ground water and hydrostatic pressure.

Dry-stack retaining walls of native stone do not require any supplemental facing or finish. All dry-stack retaining walls over two feet in height must slope against the grade a minimum of 4:1, (one foot back for each four feet in height). Dry-stack retaining walls must not be subjected to watershed run-off.

**9.10 Outdoor Storage.** Outdoor areas housing trash containers, clotheslines, maintenance or service equipment such as lawnmowers, etc., or overflow storage shall be screened from all adjacent properties by a wall or fence conforming to Development Standards.

**9.11 Mechanical Equipment.** Roof mounted mechanical equipment is prohibited. Any exterior mechanical equipment must be wall or window mounted, or ground mounted adjacent to the residence. Wall/window mounted equipment must be painted to blend unobtrusively with adjacent wall materials; ground mounted equipment must be enclosed by walls or fencing or landscaping of

sufficient height and density to screen the equipment from view and to buffer sound as well.

9.12 Antennas and Satellite Dishes. Antennas and traditional large diameter (4 feet and larger) satellite dishes are discouraged. Television reception is available via a central cable system. Newer 18-inch diameter "direct" television dishes are generally acceptable provided they are painted to blend with their surrounding materials and are situated in a non-obtrusive location such as a niche in a building wall or behind a privacy wall. Owners desiring a larger dish or supplemental receiving device must first obtain approval from the Design Review Committee and the dish or equipment must be sufficiently concealed or screened so as to not be visible from any neighboring property, tract, or right-of-way. Any on-site antennas required for the purpose of radio transmission related to fire protection or police/security matters will be allowed, but the location and configuration thereof shall be subject to Design Review Committee approval.

9.13 Signage. No sign or signs shall be displayed to the public view from any lot or any common area except that:

(a) Each general contractor, during the active construction period of a new home or major addition to any existing home, may display a single construction sign, no larger than four square feet, in accordance with these Standards.

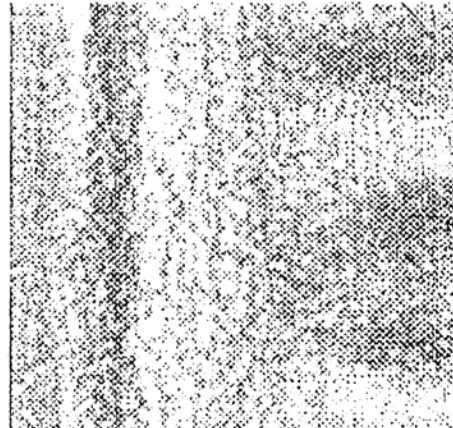
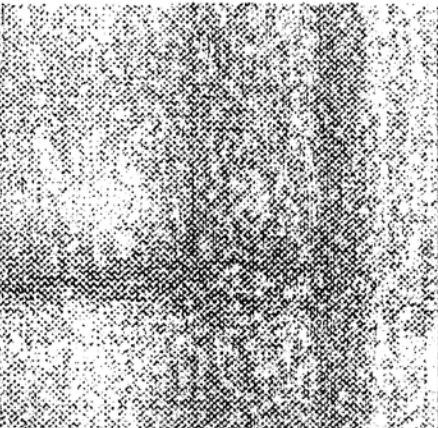
(b) The general contractor of a market home may, with the consent of the Design Review Committee, continue the display of his construction sign, for advertising and sales purposes after construction has been completed, until such time that a contract for sale has been executed;

(c) Individual lot Owners may, with the consent of the Design Review Committee, display a single tasteful "for sale" or "for rent" sign, no larger than four square feet;

(d) Signs indicating security protection shall be permitted, with the consent of the Design Review Committee, provided that such signs are ground or wall mounted, no larger than one square foot, limited to two per lot (one for the front yard and one for the rear yard);

(e) Development-related signs owned and erected by the Declarant shall be permitted without limitation.

(f) Signs for temporary single events, such as a garage sale sign, may be permitted for a specific period of time, upon approval by the Design Review Committee of a written request by the Owner describing the nature of the sign and the requested time period of display.





(g) All permitted signs, regardless of type, are subject to the approval of the Design Review Committee for style, design, color, test, location, and duration of exhibit, prior to their placement for display.

9.14 Lighting. A uniform street lighting scheme has been implemented by the Declarant. Supplemental lighting adjacent to the right-of-way may be no taller than 72 inches above grade.

(a) Additional site lighting is permitted within the lot's boundary, provided such lighting does not result in excessive glare toward the street or neighboring properties. All exterior lighting must be of a low-level subdued intensity and is subject to approval by the Design Review Committee.

9.15 Swimming Pools and Spas. Freestanding above-ground pools are expressly prohibited. In-ground pools must be constructed clear of all required setbacks in accordance with Sheridan County regulations. Outdoor spas must be skirted, constructed upon a patio or deck structure, with all piping and related equipment screened from view.

9.16 Basketball Backboards. Wall-mounted or free standing basketball backboards will be allowed subject to Design Review Committee approval. Support posts and brackets, and the backboards for freestanding and wall-mounted basketball goals shall be painted to blend unobtrusively with their visual backdrop surroundings.

9.17 Lot Restrictions. Except for compounds, resulting from the combined development of two or more lots, no more than one residence may be constructed on any lot. Other outbuildings such as detached garages may be constructed, provided they are a visual extension of the main residence. Such "compounds" are subject to approval by the Design Review Committee.

9.18 Landscaping. The extent of residential landscaping may be determined by each Owner according to individual preferences and tastes, provided however, all landscaping must first be approved by the Design Review Committee, prior to its implementation or planting. The committee will encourage the use of native landscape material. A landscape species suggestion list will be available upon request. Formalized, concentrated landscaping should be situated closer to the residential structure; landscape density and formality should diminish and soften as it spreads away from the home. Large specimen trees and dense clusters of plant material will be limited to those areas of each lot where they will not unreasonably constrict prominent views from neighboring properties, as determined by the Design Review Committee. Noxious and illegal plants, or plant species which are potentially destructive to the natural environment, will not be permitted. All landscaping, including

areas of "natural" vegetation, must be sufficiently maintained and tended so as to not become overgrown or unsightly.

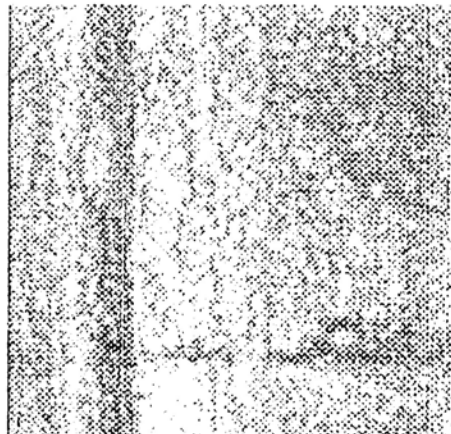
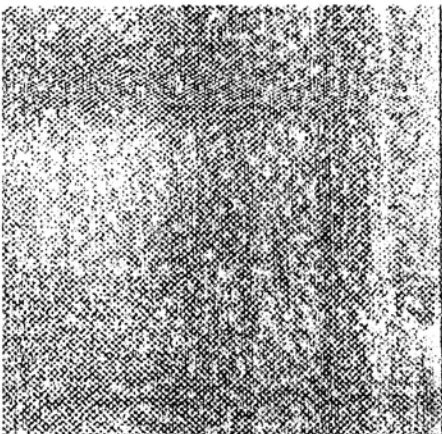
9.19 Size. It is expected that residences intended for construction within The Powder Horn will exceed 1500 square feet of residential floor area, except and unless there are mitigating circumstances or unique design solutions, which may only be sanctioned by the Design Review Committee.

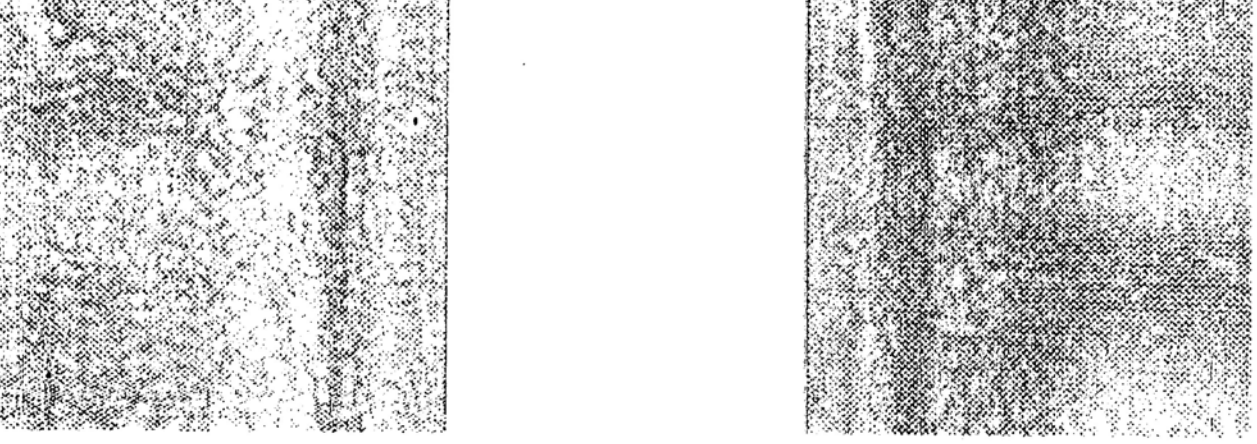
(a) The floor area of garages, storage and mechanical rooms which access only from a garage or the exterior of the structure, and open air decks or patios (roofed or unroofed), are excluded from inclusion in the residential floor area calculation; the floor area of a screened porch or deck which is equipped for closure and use during winter months, or any similarly convertible space, shall be included. The projected area of an interior stairwell of a multi-story residence shall be counted only once at its lowest level; stair landings at each primary floor level shall be included within the floor area of that level.

9.20 Prefabricated Buildings. No building that is constructed off-site and requires transportation to any lot, whole or in partial assembly, will be permitted; this includes mobile homes, stock modular buildings, or any other structure requiring transportation and set up in a partially completed state. However, structures that are assembled off-site and completely disassembled for transportation, including log cabins or custom designed modular buildings, may be permitted. The aesthetic merits of any such structures are subject to review and approval by the Design Review Committee. Temporary construction offices, which have been approved by the Design Review Committee for limited duration, are exempted from this restriction, but must satisfy all other concerns relating to condition, appearance, color, and location.

9.21 Height of Structures. All residences at The Powder Horn will have pitched roofs with a minimum pitch of four feet in twelve and a maximum pitch of twelve in twelve (except for a barn style gambrel roof, which may have a fifteen in twelve pitch for the starter panel on each side). However, up to one-third of the horizontal roof area of any residence may be flat, in combination with pitched roofs across the remainder.

(a) As a rule, no portion of a structure (except for chimney elements) may exceed a true vertical height of 30 feet above original natural grade directly below. On difficult steeper lots where the average slope across the footprint of the proposed structure exceeds 15%, the Design Review Board may allow an additional two-feet of height for a limited unobtrusive ridge projection at its downslope terminus. Such relief will be considered on a case-by-case





basis, and may not be construed as a blanket waiver for sloping lots in general. It is the intent of these Standards that roof forms for homes on sloping sites step down with the grade to integrate with the natural setting.

(b) Parapet walls at flat roofs may not exceed a true vertical height of 22 feet above existing natural grade directly below.

9.22 Foundations. All unfaced visible surfaces of concrete masonry or concrete foundations walls and piers must receive a stucco or mortar-wash finish and shall be painted to blend unobtrusively with adjacent materials. Exposed aggregate concrete, or textured concrete block with an approval integral or applied color, may be considered in lieu of the stucco/mortar-wash appliqué.

(a) Foundation walls must step down with the grade change of sloping sites so that its exposed surface does not exceed a vertical height of five feet above finish grade at its greatest exposure; as an alternative to stepping the top of the foundation, the wall may be faced with siding, in the same plane as, the wall surface above, to minimize foundation wall exposure.

(b) Where the vertical distance from the underside of a ground floor deck structure (along its perimeter edge) exceeds 30 inches above the finish grade below, the deck edge must be skirted with wood latticework or wood siding to screen the cavity beneath the deck. Foundation walls which occur under a skirted deck such that they are no longer visible are exempt from the facing requirements stated above.

9.23 Exterior Materials. There exist many traditional western styles of architecture which will be encouraged at The Powder Horn, along with certain southwest region and European-adaptations. Predominantly, exterior wall materials will consist of native stone, brick, and wood materials including shingles, natural logs, beveled or tongue-in-groove board siding, board-on-board and board-on-batt.

(a) Plywood siding is prohibited unless the applicant can demonstrate to the committee that the specific proposed application would result in a finished appearance indistinguishable from an individual board siding application. As an alternative to individual board natural wood sidings, the Design Review Committee may consider, on a case-by-case basis, the higher quality synthetic sidings, including, but not limited to, vinyl, aluminum, steel, and wood or fiber composition products, which, in the opinion of the Committee, would be virtually indistinguishable from

their natural wood counterpart when viewed from the street or adjacent properties. Therefore, panelization should be minimal (with no more than 2 adjacent boards per panel); panel runs and trim configurations must be carefully planned to avoid a proliferation of intermediate seam covers or reglets. Prefinished siding products must have a low-gloss woodgrained finish; wood and/or fiber composition products, must possess a porous woodgrained texture suitable for the application of stain or paint.

(b) Stucco may be used as an accent material, or may be considered for use as the predominant exterior finish material, in tasteful combination with other allowed materials, when warranted by the particular design style of the submittal; potential allowable stucco dominant styles would include adaptations of the European half-timber style, or the Spanish territorial styles of the Southwest. The extent of stucco which is acceptable shall be determined by the Design Review Committee on a case-by-case basis.

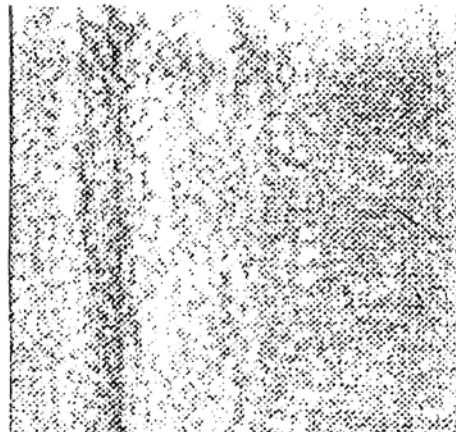
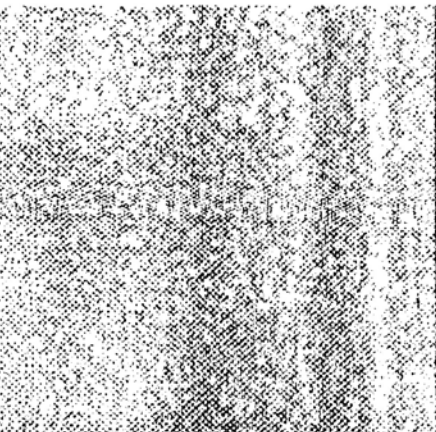
(c) The use of textured masonry block as an exterior finish material will be considered on a case-by-case basis, and should be limited to accent segments of the building facade. Simulated or cultured stone will only be allowed when, in the opinion of the Design Review Committee, the product and pattern proposed for use resembles its natural native counterpart to the degree that it will not appear obtrusive. Masonry grouts would be of a non-contrasting color to blend unobtrusively with its masonry counterparts.

(d) The aesthetic merits of any combination of exterior materials are subject to review and approval by the Design Review Committee in order to maintain the architectural integrity and consistent visual experience of The Powder Horn community of homes.

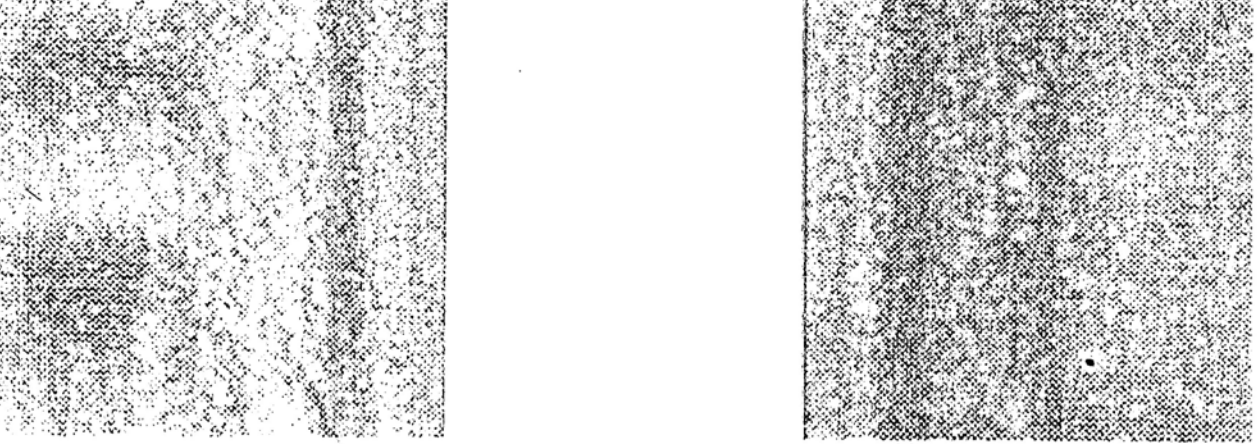
9.24 Roofs. As previously stated, all residences at The Powder Horn will have pitched roofs with the exception that up to 1/3 of the horizontal roof area may be flat.

(a) Allowable sloped roof forms include gable, hip, dutch-hip, gambrel, or shed (in contemporary styles, or in combination with other traditional roof forms). Geodesic domes, mansard roofs, and A-frames are prohibited. All portions of flat roofs must be screened by perimeter parapet walls.

(b) Allowable roofing materials include fire retardant wood shakes or shingles, slate, flat concrete or clay tiles, non-reflective metal roofing with standing seams or battens, or premium dimensional asphaltic shingles with a weight of 275 pounds per roofing square, or greater. The use of







composition shingles of standard or medium thickness, any type of barrel or "S" tiles, asphalt roll roofing (except on limited flat roof elements), reflective metal roofing or roofing accessories, is prohibited.

(c) All exposed metal on the roof (except for approved pre-finished products), including, but not limited to, flashing, vent pipes, spark arresters, chimneys, ridge or eave vents, and skylight frames, shall be primed and painted to blend unobtrusively with adjacent materials.

(d) All roof forms, both pitched and flat, are subject to the height limitations prescribed by Section 9.21 of these Standards.

9.25 Chimneys, Outdoor Fires, and Fireplaces. Chimney elements are subject to the same material limitations described in preceding Section 9.23. Zero-clearance chimneys must be concealed with a chimney enclosure; free-standing exposed chimney pipes will not be allowed, except for the rare exception as an element of a contemporary design style.

(a) All chimneys must be equipped with a U.L. or I.C.B.O. approved spark arrestor, including chimneys for outdoor fireplaces. Open outdoor fire pits are prohibited; barbecues are permitted, provided they are lidded cookers.

(b) No wood or coal burning furnaces, stoves, or fireplaces will be allowed as a primary heat source. Woodburning fireplaces will be acceptable for aesthetic purposes. However, the Committee would encourage the use of natural gas (if available) or propane fireplaces.

9.26 Exterior Colors. The color combination of exterior materials should generally be subtle and tasteful to blend with the neighborhood and landscape. However, brighter accent colors which are used judiciously and with restraint may be permitted. Traditional white, muted pastels, beiges, earthtones and greys are acceptable wall colors. Colors approaching the primary range (red, blue and yellow) are discouraged, as are drastic contrasts in value (light to dark). Extreme contrast in colors of individual masonry units or between masonry units and their grout matrix should be avoided. Roofing materials should be of darker tones, avoiding whites, off-whites, bright colors, light pastels, or highly reflective metal surfaces.

(a) All color schemes must be approved by the Design Review Board prior to their application to any portion of a residential structure. It is the intent of the Board to preclude the use of colors that would appear garish or out of place and, therefore, offensive to the eye.

9.27 Windows, Doors, and Skylights. Highly reflective glazing material and reflective sunscreening films are prohibited for use in windows, glazed doors, skylights, or for other exterior applications. In addition all metal windows, doors, skylight frames, etc. must be painted anodized or pre-finished with baked enamel; raw metal components, especially aluminum or galvanized iron, are prohibited.

9.28 Building Projections. All projections from a residence or other structure including, but not limited to, chimney flues, vents, flashing, louvers, gutters, downspouts, utility boxes, mail boxes, porch railings and exterior stairways shall match the surface from which they project, or must be painted or stained an approved color to blend unobtrusively with adjacent materials. All building projections must be contained within the building setbacks.

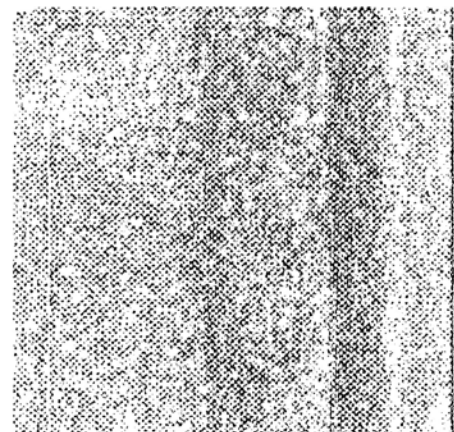
9.29 Garages. Each residential dwelling shall provide a garage suitable for the shelter of one or more automobiles. As a rule, the garage must be attached to the primary residential structure, and must be recessed a minimum of twelve (12) inches from adjacent wall areas; a detached garage structure with a prominent visual connection to the primary residence (in the form of a connecting breezeway, privacy wall or landscaped link), may be allowed by the Design Review Board on a case-by-case basis.

(a) When garage bays exceed two, the third (and fourth) door(s) must occur in a secondary building plane, offset by 32 inches minimum, to avoid a continuous uninterrupted wall of three or more garage doors. Garage doors may be wood, wood composition, insulated panel, or heavy-gauge metal panel; lightweight hollow metal overhead doors, which are vulnerable to damage from even moderate potential impacts (such as a basketball), will not be allowed. Garage doors shall be painted or stained to blend appropriately with the approved color scheme of the residence.

9.30 Solar Applications. Passive solar design is encouraged. Active solar applications can result in excessive reflective glare, and would only be approved by the Design Review Committee if the hardware is sufficiently integrated into the structure or landscaping of a lot so as to appear unobtrusive from any other lot or property.

9.31 Changes or Additional Construction. All changes or additions to the approved plans before, during, or subsequent to their initial construction must be approved by the Design Review Committee, before the alteration may be implemented.

9.32 Varying Design Standards. The provisions of these Design Guidelines may differ in their application to the development of the cluster home tracts.



### 9.33 General Provisions.

- (a) The Design Review Committee may assess reasonable fees in connection with its review of plans and specifications.
- (b) The Design Review Committee may delegate its plan review responsibilities to one or more of its members or architectural consultants retained by the Design Review Committee. Upon such delegation, the approval or disapproval of plans and specifications by such member or consultants shall be equivalent to approval or disapproval by the entire Design Review Committee.
- (c) The address of the Design Review Committee shall be the address established for giving notice to the Association, unless otherwise specified in the Development Standards. Such address shall be the place for the submittal of plans and specifications and the place where the current Development Standards shall be kept.
- (d) The establishment of the Design Review Committee and the procedures herein for architectural approval shall not be construed as changing any rights or restrictions upon Owners to maintain or repair their Lots as may otherwise be specified in this Declaration, the Bylaws or Association Rules.
- (e) The Design Review Committee shall approve or disapprove any plans and specifications submitted to it in accordance with the Development Standards within such period as may be specified in the Development Standards.

9.34 Approval and Conformity of Plans. No building, fence, wall or other structure or improvement of whatever type shall be commenced, erected or maintained upon the Property (except for initial construction on the Common Areas by the Declarant), nor shall there be any addition to or change to the exterior of any residence or other structure or improvement upon a Lot or the landscaping, grading or drainage thereof, including, without limitation, the painting (other than painting with the same color of paint as previously existed) of exterior walls, patio covers and fences, except in compliance with plans and specifications therefor which have been submitted to and approved by the Design Review Committee in accordance with the Development Standards as to harmony of external design and location in relation to surrounding structures and topography.

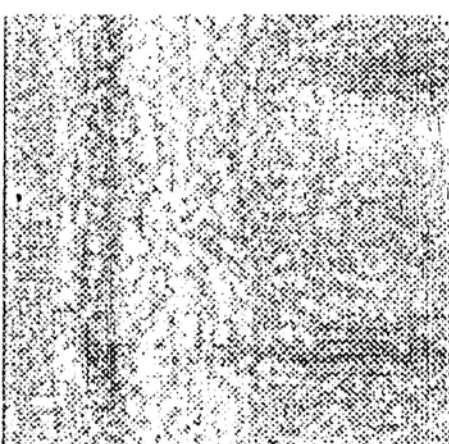
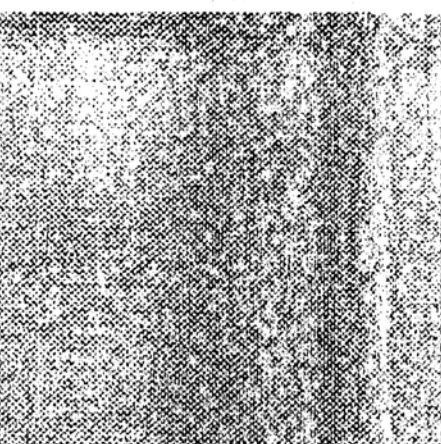
9.35 Non-Liability for Approval of Plans. Plans and specifications shall be approved by the Design Review Committee as to style, exterior design, appearance and location, and are not approved for engineering design or for compliance with zoning and building ordinances, and by approving such plans and

specifications neither the Design Review Committee, the members thereof, the Association, any Member, the Board nor the Declarant assumes any liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. Neither the Design Review Committee, any member thereof, the Association, the Board nor the Declarant shall be liable to any Owner or other Person for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development, or manner of development of any property within the Project, or (d) the execution and filing of an estoppel certificate pursuant to the Development Standards, whether or not the facts therein are correct; provided, however, that such action, with the actual knowledge possessed by him, was taken in good faith. Approval of plans and specifications by the Design Review Committee is not, and shall not be deemed to be, a representation or warranty that said plans or specifications comply with applicable governmental ordinances or regulations including, but not limited to, zoning ordinances and building codes.

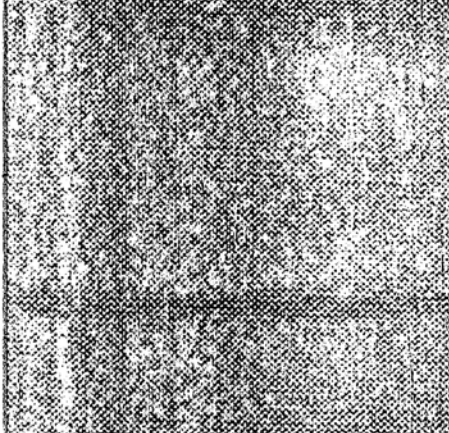

9.36 Inspection and Recording of Approval. Any member or authorized consultant of the Design Review Committee, or any authorized officer, director, employee or agent of the Association, may at any reasonable time enter, without being deemed guilty of trespass, upon any Lot after reasonable notice as provided herein to the Owner in order to inspect improvements constructed or being constructed on such Lot to ascertain that such improvements have been or are being built in compliance with the Development Standards and this Declaration. The Design Review Committee shall cause such an inspection to be undertaken within 30 days of a request therefor from any Owner as to his Lot, and if such inspection reveals that the improvements located on such Lot have been completed in compliance with this Section 9 and the Development Standards, the Design Review Committee shall provide to such Owner a notice of such approval in recordable form which, when recorded, shall be conclusive evidence of compliance with the provisions of this Section 9 and the Development Standards as to the improvements described in such recorded notice, but as to such improvements only.

9.37 Reconstruction of Common Areas. The reconstruction by the Association or the Declarant after destruction by casualty or otherwise of any Common Areas which is accomplished in substantial compliance with "as built" plans for such Common Areas shall not require compliance with the provisions of this Section 9 or the Development Standards.

9.38 Additional Powers of the Board. The Board may promulgate as a part of the Development Standards such additional







architectural and landscape standards, rules and regulations as it deems to be appropriate and as are not in conflict with this Declaration. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, THE BOARD MAY FIX A FINE OF UP TO \$10,000 FOR FAILURE TO OBTAIN REQUIRED APPROVAL FROM THE DESIGN REVIEW COMMITTEE.

9.39 Varying Standards. The provisions of the Development Standards may differ in their application to the development of cluster home tracts. These modifying parameters are focused upon the creation of an attractive and homogeneous community of homes of more moderate profile and size, with a continuity of style, while still allowing sufficient opportunity for individual design flexibility within the constricted framework.

(a) Walls and Fences. (Amendments to text of Section 10.09, paragraph one): Only two styles of fencing will be permitted within the cluster tracts, the two pole fence described in the "Exception" to paragraph one, or wood fencing as described by paragraph three. Stain or paint colors for wood fencing in the cluster tracts shall be limited to a range of medium to dark grey or earthtone color as predetermined by the Design Review Committee.

(b) Size. (Amendments to text of Section 10.19, paragraph one): It is expected that residences intended for construction upon a cluster home lot at The Powder Horn will exceed 1000 square feet of residential floor area. No more than one-third of the total residential floor area of a cluster home may be located on the second story of the residence.

(c) Height of Structures. (Amendments to the text of Section 10.21). The first sentence of paragraph one shall be amended to read: All cluster homes at The Powder Horn will have pitched roofs with a minimum pitch of four feet in twelve and a maximum pitch of eight feet in twelve.

The first sentence of paragraph two shall be amended to read: As a rule, no portion of a cluster home structure (except for chimney elements) may exceed a true vertical height of 24 feet above original natural grade directly below.

Paragraph three shall be amended to read: Parapet walls of flat roofs may not exceed a true vertical height of 12 feet above existing natural grade directly below.

(d) Exterior Materials. (Replaces Section 10.23 in its entirety): Within the cluster home parcels of The Powder Horn, exterior wall materials shall be limited to wood individual board siding, brick masonry, or a combination thereof. As an alternative to natural wood or board



sidings, the Design Review Committee may consider on a case-by-case basis the higher quality synthetic sidings, including, but not limited to vinyl, aluminum, steel, and wood or fiber composition products, which in the opinion of the Committee, would be virtually indistinguishable from their natural wood counterpart when viewed from the street or adjacent properties. Therefore, panelization should be minimal (with no more than two adjacent boards per panel); panel runs and trim configurations must be carefully planned to avoid a proliferation of intermediate seam covers or reglets. Prefinished siding products must have a low-gloss wood grained finish; wood and/or fiber composition products must possess a porous woodgrained texture suitable for the application of stain or paint.

Masonry grouts should be of a non-contrasting color to blend unobtrusively with its brick masonry counterparts.

(e) Roofs. (Delete paragraphs three and five of Section 9.24 in their entirety and add the following text and modifications): Delete "gambrel" as an allowable roof form in paragraph two.

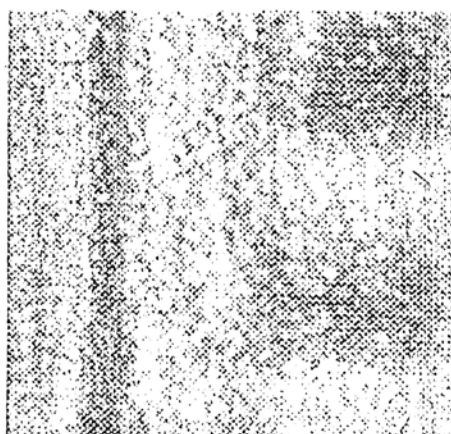
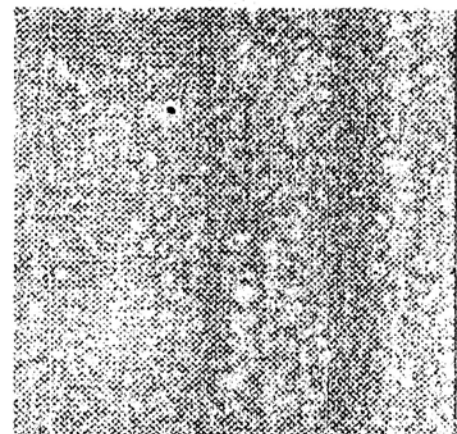
Add the following text: Allowable roofing materials for cluster home sites shall be limited to premium dimensional asphalt shingle with a weight of 275 pounds per roofing square or greater.

All roof forms, both pitched and flat are subject to the height limitations prescribed by Paragraph C of Section 10.39.

(f) Exterior Colors. (Replace paragraph one of Section 10.26 with the following text): The color of wall materials for a cluster home shall be limited to a range of light to medium earthtones, beiges, or greys, provided, however, that light greys which approximate white or off-white will not be permitted. The color of roofing materials shall be limited to natural wood, or a limited range of medium to dark earthtones or greys.

#### ARTICLE X USE AND OCCUPANCY CONTROL

10.01 Residential Use. Each Lot may be used only for residential purposes and none other. No business or commercial building may be erected on any Lot and no business or commercial enterprise or other non-residential use may be conducted on any part thereof. No temporary buildings, structures or trailers may be erected, placed or maintained on any Lot except as expressly permitted by, and in compliance with, the Development Standards. Nothing herein contained shall be deemed to limit the Declarant's



rights as set forth herein.

10.02 Violation of Law or Insurance. No Owner or Member shall permit anything to be done or kept in his Lot or in or upon any Common Areas which will result in the cancellation of insurance thereon or which would be in violation of any law.

10.03 Animals. No animals, including horses or other domestic farm animals, fowl or poisonous reptiles of any kind may be kept, bred or maintained in any Lot or in or upon any of the Common Areas, except a reasonable number of commonly accepted household pets in accordance with the Association Rules. No animals shall be kept, bred or raised within the Project for commercial purposes. In no event shall any domestic pet be allowed to run free away from its Owner's Lot without a leash, or so as to create a nuisance. All such domestic pets must be registered with the Association and shall have proof of proper immunization presented with said registration. Dogs, regardless whether restrained by a leash, shall not be allowed on the Golf Course. In consideration of the native wildlife, the feeding of any deer, ducks, geese, or other wild animals is prohibited. Song bird feeding stations are excluded from the above.

10.04 Nuisances. No Owner or Member shall permit or suffer anything to be done or kept about or within his Lot, or on or about the Property, which will obstruct or interfere with the rights of other Owners, Members, Occupants or other authorized Persons to the use and enjoyment of the Common Areas, or annoy them by unreasonable noises or otherwise, nor commit or permit any nuisance or commit or suffer any illegal act to be committed therein. Each Owner or Member shall comply with the Association Rules and the requirements of all health authorities and other governmental authorities having jurisdiction over the property.

10.05 Garbage. No garbage or trash shall be kept, maintained or contained in any Lot so as to be visible from another Lot or the Common Areas. No incinerators shall be kept or maintained in any Lot. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a Lot.

10.06 Mining. No portion of the Property shall be used in any manner to explore for or remove any oil or other hydrocarbons, minerals of any kind, or earth substance of any kind.

10.07 Safe Condition. Without limiting any other provision in this Section, each Owner shall maintain and keep his Lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners, Members or other Persons of their respective Lots or the Common

Areas.

10.08 Rental of Lots. An Owner who leases his Lot to any Person shall be responsible for assuring compliance by his lessee with all of the provisions of this Declaration, the Articles, Bylaws, Association Rules or Development Standards, all as amended and supplemented from time to time, and shall be jointly and severally responsible for any violations by his lessee thereof.

#### ARTICLE XI EASEMENTS

11.01 Utility Easements. Easements for installation, maintenance, repair and removal of utilities and drainage facilities over, under and across the Property are reserved. Full rights of ingress and egress shall be had by Declarant and any bona fide utility company at all times over the easement areas for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

11.02 Ingress, Egress and Maintenance by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon the Common Areas for the purpose of maintaining the Common Areas as set forth herein.

11.03 Police Power Easement. With respect to the Common Areas and streets, easements and rights-of-way within the Property, the County of Sheridan, and all other governmental agencies and authorities shall have full rights of ingress, egress, regress and access for personnel and emergency vehicles for maintenance, police and fire protection, drainage and other lawful police powers designed to promote the health, safety and general welfare of the residents within the Property.

#### ARTICLE XII GENERAL PROVISIONS

12.01 Registration with the Association. In order that Declarant and the Association can properly acquaint every Lot purchaser and every Owner with these Covenants and Restrictions and the day-to-day matters within the Association's jurisdiction, no acquisition of any Declarant Lot within the Property shall become effective until and unless:

- (a) The then-existing "Closing Information Package" has been properly executed by the Association, Declarant and the Purchaser/Transferee; and

(b) All directives by the Association and Declarant have been properly and timely followed.

12.02 Power of Attorney. Each and every Owner hereby makes, constitutes and appoints Declarant as his/her true and lawful attorney-in-fact, coupled with an interest and irrevocable, for him/her and in his/her name, place and stead and for his/her use and benefit, to do the following:

(a) To exercise, do or perform any act, right, power, duty or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving this Declaration and the Property;

(b) To sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the terms within this Declaration, or any part hereof, with such clause(s), recital(s), covenant(s), agreement(s) and restriction(s) as Declarant shall deem necessary, proper and expedient under the circumstances and conditions as may be then existing; and

(c) To sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the subdivision plat(s) of the Property, or any part thereof, with any easements and rights-of-way to be therein contained as the Declarant shall deem necessary, proper and expedient under the conditions as may then be existing.

(d) The right, powers, and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force upon recordation of this Declaration in the Sheridan County Clerk's Office and shall remain in full force and effect thereafter until the fifteenth (15th) anniversary of the recordation of this Declaration.

12.03 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owners subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The Covenants and Restrictions shall run perpetually, subject to the rights of the Members to terminate them. Such termination will take the consent of not less than Seventy five percent (75%) of the then Owners of record, agreeing to abolish the Covenants and Restrictions in whole or in part; provided, however, that no such agreements to abolish shall be effective unless made and recorded thirty (30) days in advance of the effective date of such change; and unless written notice of the proposed agreement to abolish is sent to every Owner at least



ninety (90) days in advance of any action taken.

12.04 Amendments. Except as provided in Section 12.03 of this Article XII, the Covenants and Restrictions of this Declaration may be amended and/or changed in whole or in part, only with seventy-five percent (75.0%) of the Owners, evidenced by a document in writing bearing each of their signatures, and duly recorded in the land records of Sheridan County, Wyoming; or by a resolution passed by the majority of the Board evidencing the consent of seventy-five percent (75.0%) of the Owners and authorizing the President of the Association to execute such document.

12.05 Enforcement. Enforcement of these Covenants and Restrictions shall be by a proceeding initiated by any Owner, Declarant, any member of the Board, or by the County of Sheridan against any person or persons violating or attempting to violate any Covenant or Restriction contained herein, either to restrain or enjoin violation or to recover damages for the violation, or both, or to enforce any lien created by this instrument. They shall have an election and right, but not an obligation or duty, to enforce these Covenants and Restrictions by a proceeding or proceedings at law or in equity. Notwithstanding any provision to the contrary in this Declaration, Declarant shall not have any duty, obligation, or responsibility to enforce any of these Covenants and Restrictions. Failure by any party to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party. Further, and with respect to any litigation brought against the Board or any of their members or representatives arising out of any action, failure to act, or performance or non-performance of duties imposed hereby, by the Board or their members or representatives, the Board and/or their members or representatives so sued shall be entitled to recover their reasonable attorneys' fees from the person or entity bringing such action against it or them, the Board or their members or representative shall specifically be adjudicated liable to such claimant.

12.06 Imposition of Violation Fines. In the event that any person fails to cure (or fails to commence and proceed with diligence to completion) the work necessary to cure any violation of the Covenants and Restrictions contained herein within ten (10) days after receipt of written notice from the Board designating the particular violation, the Board shall have the power and authority to impose upon that person a fine for such violation (the "Violation Fine") not to exceed five hundred dollars (\$500.00). If, after the imposition of the Violation Fine, the violation has not been cured or the person has still not commenced the work necessary to cure such violation, the



Board shall have the power and authority, upon ten (10) days written notice, to impose another Violation Fine which shall also not exceed five hundred dollars (\$500.00). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a person for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorneys' fees, shall be a continuing lien upon the Lot against which such Violation Fine is made.

12.07 Severability. If any one of these Covenants or Restrictions is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Covenants and Restrictions shall not be affected thereby.

12.08 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

12.09 Notices to Owners. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing.

12.10 Proposals of Declarant. The proposals of Declarant, as set forth in various provisions hereinabove, to develop additional parcels of property for residential purposes and/or expand the Common Areas (not only geographically but also in terms of types of amenities available for use) and items of a related nature are mere proposals and expressions of the existing good faith intentions and plans of Declarant and shall not be deemed or construed as promises, solicitations, inducements, contractual commitments or material representations by Declarant upon which any person or entity can or should rely.

12.11 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions (excluding Articles IX and X and issues concerning "substantial completion") of this Declaration or the Association Bylaws, shall be determined by the Board. Matters pertaining to Articles IX and X, and issues concerning "substantial completion" shall be determined by the Design Review Committee. These respective determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

IN WITNESS WHEREOF, Powder Horn Ranch, LLC, being the Declarant herein, has caused this instrument to be executed the day and year first above written.



600  
POWDER HORN RANCH, LLC

By: Homer Scott, Jr.  
Manager

STATE OF WYOMING     )  
                                  ) ss.  
County of Sheridan    )

11th The foregoing instrument was acknowledged before me this  
day of September, 1995, by Homer Scott, Jr., Manager of  
Powder Horn Ranch, LLC.



In witness, my hand and official seal.

Coralee Davis  
Notary Public

My Commission Expires: June 11, 1999.

**EXHIBIT A**  
**POWDER HORN RANCH - PHASE I**  
**BOUNDARY DESCRIPTION**  
**SEPTEMBER 25, 1995**

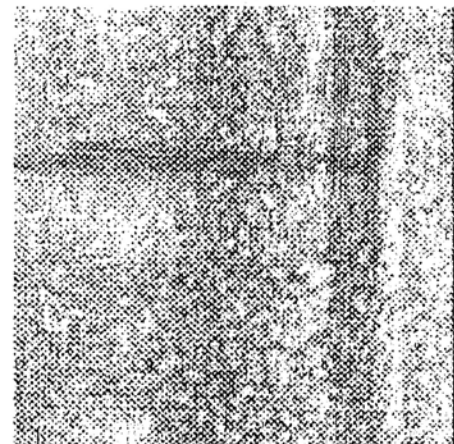
A tract of land situated in the Northeast Quarter (NE $\frac{1}{4}$ ) and the East Half of the Southeast Quarter (E $\frac{1}{2}$  SE $\frac{1}{4}$ ) of Section 33 and in the West Half of the Southwest Quarter (W $\frac{1}{2}$  SW $\frac{1}{4}$ ) of Section 34, Township 55 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, said tract being more particularly described as follows:

Beginning at a point located on the Southeasterly Right of Way Line of State Highway No. 335, said point being located S 50°13'08"W, 2302.17' from the Northeast Corner of said Section 33; Thence along a curve to the right having a radius of 1066.71', a central angle of 8°57'57", an arc length of 166.92', and chord bearing and distance of S 46°14'15"E, 166.75'; Thence N 47°15'57"E, 132.38'; Thence N 61°42'55"E, 134.88'; Thence S 56°22'12"E, 129.50'; Thence S.54°27'54"E, 108.08'; Thence along a curve to the right having a radius of 330.00', a central angle of 20°51'31", an arc length of 120.14', and chord bearing and distance of N 45°57'51"E, 119.47'; Thence N 33°36'23"W, 120.46'; Thence N 61°33'47"E, 196.67'; Thence S 76°35'39"E, 673.10'; Thence N 84°16'56"E, 100.93'; Thence S 48°35'12"E, 80.00'; Thence S 10°21'05"W, 488.56'; Thence S.3°25'40"W, 448.16'; Thence along a curve to the right having a radius of 330.00', a central angle of 41°32'27", an arc length of 239.26', and chord bearing and distance of S 45°12'58"E, 234.05'; Thence S 24°26'44"E, 391.57'; Thence along a curve to the right having a radius of 470.00', a central angle of 41°40'25", an arc length of 341.85', and chord bearing and distance of S 45°16'56"E, 334.36'; Thence S 66°07'09"E, 200.25'; Thence along a curve to the right having a radius of 380.00', a central angle of 18°52'14", an arc length of 125.15', and chord bearing and distance of S 56°41'02"E, 124.59'; Thence N0°00'00"E, 660.23'; Thence S 71°57'34"E, 369.50'; Thence S0°00'00"E, 155.14'; Thence S 54°20'17"E, 193.23'; Thence S 25°44'09"W, 303.13'; Thence S 32°01'22"E, 313.53'; Thence S 5°37'17"W, 87.34'; Thence S 59°24'32"W, 33.03'; Thence along a curve to the left having a radius of 595.00', a central angle of 11°03'22", an arc length of 114.81', and chord bearing and distance of S 36°07'09"E, 114.64'; Thence S.48°21'10"W, 60.00'; Thence S 80°45'18"W, 527.56'; Thence S 29°14'48"W, 474.46'; Thence N 60°45'12"W, 79.95'; Thence along a curve to the left having a radius of 75.00', a central angle of 70°24'44", an arc length of 92.17', and chord bearing and distance of S 84°02'25"W, 86.48'; Thence S 48°50'03"W, 100.00'; Thence along a curve to the right having a radius of 285.00', a central angle of 16°21'49", an arc length of 81.40', and chord bearing and distance of S.57°00'58"W, 81.12'; Thence S 65°11'53"W, 96.83'; Thence S 27°43'30"E, 66.58'; Thence S 43°17'33"W, 111.27'; Thence S 26°23'15"W, 502.54'; Thence

S.10°39'11"W, 81.35'; Thence S 5°04'53"E, 200.00'; Thence S 86°52'07"W, 175.44'; Thence along a curve to the left having a radius of 592.36', a central angle of 1°57'00", an arc length of 20.16', and chord bearing and distance of N.4°06'23"W, 20.16'; Thence N 5°04'53"W, 164.31'; Thence along a curve to the right having a radius of 325.00', a central angle of 14°38'32", an arc length of 83.06', and chord bearing and distance of N 2°14'23"E, 82.83'; Thence N.80°26'21"W, 290.47'; Thence N 26°23'15"E, 199.81'; Thence N 30°19'14"E, 221.34'; Thence N 16°25'29"E, 87.75'; Thence N 26°02'51"E, 167.84'; Thence N.55°57'22"E, 304.65'; Thence N 82°29'28"E, 290.24'; Thence S 48°10'42"E, 112.35'; Thence N 48°50'03"E, 20.89'; Thence along a curve to the right having a radius of 125.00', a central angle of 70°24'44", an arc length of 153.62', and chord bearing and distance of N 84°02'25"E, 144.13'; Thence S 60°45'12"E, 19.95'; Thence N 29°14'48"E, 183.72'; Thence West, 69.08'; Thence N.23°57'18"W, 547.35'; Thence N 37°45'08"E, 395.40'; Thence N 66°07'09"W, 109.70'; Thence along a curve to the right having a radius of 530.00', a central angle of 41°40'25", an arc length of 385.49', and chord bearing and distance of N 45°16'56"W, 377.05'; Thence N 24°26'44"W, 391.57'; Thence along a curve to the left having a radius of 270.00', a central angle of 64°53'10", an arc length of 305.77', and chord bearing and distance of N 56°53'19"W, 289.69'; Thence S.80°29'04"W, 56.56'; Thence N 89°19'54"W, 67.58'; Thence along a curve to the right having a radius of 1676.16', a central angle of 17°07'41", an arc length of 501.07', and chord bearing and distance of N 80°46'04"W, 499.21'; Thence along a curve to the right having a radius of 657.12', a central angle of 49°22'50", an arc length of 566.34', and chord bearing and distance of N 47°30'48"W, 548.97'; Thence N22°49'24"W, 100.00'; Thence along a curve to the left having a radius of 986.71', a central angle of 27°53'50", an arc length of 480.43', and chord bearing and distance of N 36°46'19"W, 475.70' to a point on the Southeasterly Right of Way Line of State Highway No. 335; Thence Along Said Southeasterly Right of Way Line N 39°16'46"E, 80.00' to the point of beginning, said tract containing 58.456 Acres, more or less.

NOW KNOWN AS:

Powder Horn Ranch Planned Unit Development, Phase I as recorded with the Sheridan County Clerk and Ex-Officio Recorder of Deeds in Drawer P, Plat No. 36, on September 27, 1995, as Document No. 208954.



RECORDED FEBRUARY 26, 1996 BK 378 PG 321 NO 220493 RONALD L. DAILEY, COUNTY CLERK

STATE OF WYOMING       )  
                              ) ss.  
COUNTY OF SHERIDAN    )

FIRST SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE POWDER HORN

THIS FIRST SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS is made this 22<sup>nd</sup> day of February, 1996, by  
POWDER HORN RANCH, LLC, a Wyoming Limited Liability Company  
(hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant recorded a Declaration of Covenants,  
Conditions and Restrictions for the Powder Horn (the  
"Declaration") on September 27, 1995, in Book 375, Page 563 of  
the records of the Sheridan County Clerk and Ex-Officio Register  
of Deeds; and

WHEREAS, Declarant, pursuant to Article II thereof, retained the  
right to add additional property to the scheme of said  
Declaration by filing of record Supplementary Declarations of  
Covenants, Conditions and Restrictions; and

WHEREAS, Declarant is owner of that certain real property  
described on Exhibit A to this First Supplementary Declaration of  
Covenants, Conditions and Restrictions for the Powder Horn ("the  
Additional Property"), which property represents Phase II of a  
master community development known as "The Powder Horn"; and

WHEREAS, Declarant desires to submit the Additional Property,  
together with all buildings, improvements, and other permanent  
fixtures of whatever kind, now or hereafter, and all easements,  
rights, appurtenants, of which are belonging to, or in any way  
pertaining thereto, to the covenants, conditions, restrictions,  
easements, charges, liens, assessments, privileges, and rights  
contained in the said Declaration, and to annex the Additional  
Property into the Property and the scheme of the Declaration in  
accordance with Section 2.02(a) of the Declaration; and

WHEREAS, Declarant, pursuant to Section 12.02 of the Declaration,  
also wishes to amend the existing covenants for all phases of  
this development as set forth herein.

NOW, THEREFORE, the Declarant declares the Additional Property  
(described on Exhibit A) is hereby annexed into the Powder Horn  
pursuant to Section 2.02(a), and shall hereafter be a part of the  
Property, and shall be held, transferred, sold, conveyed, leased,  
occupied, and used subject to the covenants, conditions and  
restrictions, easements, charges, liens, assessments, privileges,



and rights set forth in the Declaration, all of which shall run with the land and be binding upon the Additional Property, and all parties having acquired any right, title, or interest in and to the Additional Property, or any part thereof, and shall inure to the benefit of each person having at any time an interest or estate in the Property, or any part thereof, and the Powder Horn Homeowner's Association, Inc., (the "Association").

The Declarant further declares the following Amendment to the Declaration of Covenants, Conditions and Restrictions which shall be applicable to the Property (described on Exhibit B), and the Additional Property (described on Exhibit A):

(a) Article IX, Paragraph 9.25(b) now reads:

"No wood or coal burning furnaces, stoves, or fireplaces will be allowed as a primary heat source. Woodburning fireplaces will be acceptable for aesthetic purposes. However, the Committee would encourage the use of natural gas (if available) or propane fireplaces."

(b) Article IX, Paragraph 9.25(b) is hereby amended so as to read:

"No wood or coal burning furnaces, stoves, or fireplaces will be allowed. All fireplaces will be required to use natural gas (if available), or propane, if natural gas is not available."

All capitalized terms used in this First Supplementary Declaration, except as otherwise defined herein, shall have the same meaning as set forth in the Declaration.

Upon recording of this First Supplementary Declaration, the Additional Property shall be deemed annexed to the Property, thereby subjecting the Additional Property in all respects to the Declaration and the jurisdiction, functions, memberships, and powers of the Association, and thereafter, the Additional Property shall be part of the Property for all intents and purposes, and all of the owners of lots in the Additional Property shall automatically be owners or members of the Association as provided in the Declaration.

Furthermore, upon recording of this First Supplementary Declaration, the Property and Additional Property shall be subject to the amendment hereinabove made.

IN WITNESS WHEREOF, the Declarant has caused this First  
Supplementary Declaration of Covenants, Conditions and  
Restrictions for the Powder Horn to be duly executed.

POWDER HORN RANCH, LLC

By: Homer Scott Jr.  
Manager



OSTERHARTMAN )  
COUNTY OF SHERIDAN ) ss.

The foregoing instrument was acknowledged before me this  
22nd day of February, 1996, by Homer Scott, Jr., Manager of  
Powder Horn Ranch, LLC.

WITNESS my hand and official seal.

Coralie Davis  
Notary Public

My Commission Expires: June 11, 1999

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EXHIBIT A  
LEGAL DESCRIPTION  
POWDER HORN RANCH - PHASE TWO

TWO TRACTS OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW¼ NW¼) OF SECTION 3 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE¼ NE¼) OF SECTION 4, TOWNSHIP 54 NORTH, RANGE 84 WEST, AND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE¼ SE¼) OF SECTION 33 AND THE SOUTHWEST QUARTER (SW¼) OF SECTION 34, TOWNSHIP 55 NORTH, RANGE 84 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, SAID TRACTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N 84°16'28"E, 682.91 FEET FROM THE EAST ONE-SIXTEENTH CORNER BETWEEN SAID SECTION 33 AND SECTION 4; THENCE N 86°52'07"E, 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 642.38 FEET, A CENTRAL ANGLE OF 7°00'29", AND AN ARC LENGTH OF 78.57 FEET, WITH CHORD BEARING AND DISTANCE S 0°22'21"W, 78.52 FEET; THENCE S 84°16'35"E, 194.02 FEET; THENCE S 6°38'24"E, 305.64 FEET; THENCE S 69°34'05"W, 209.65 FEET; THENCE S 8°29'59"W, 222.85 FEET; THENCE S 62°58'20"W, 203.32 FEET; THENCE S 17°03'03"W, 109.50 FEET; THENCE S 47°03'21"W, 232.96 FEET; THENCE N 71°31'11"W, 192.88 FEET; THENCE N 89°07'57"W, 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 469.24 FEET, A CENTRAL ANGLE OF 49°15'04", AND AN ARC LENGTH OF 403.35 FEET, WITH CHORD BEARING AND DISTANCE OF N 25°29'35"E, 391.05 FEET; THENCE N 50°07'07"E, 184.74 FEET; THENCE N 40°49'24"W, 69.54 FEET; THENCE N 25°42'44"E, 390.00 FEET; THENCE N 23°40'14"E, 123.07 FEET; THENCE N 84°55'07"E, 76.44 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 592.36 FEET, A CENTRAL ANGLE OF 0°32'30", AND AN ARC LENGTH OF 5.60 FEET, WITH CHORD BEARING AND DISTANCE S 3°24'08"E, 5.60 FEET TO THE POINT OF BEGINNING, CONTAINING 9.065 ACRES, MORE OR LESS,

AND

BEGINNING AT A POINT LOCATED S 79°56'53"E, 804.65 FEET FROM THE QUARTER CORNER BETWEEN SAID SECTION 33 AND SECTION 34; THENCE S 71°57'34"E, 78.51 FEET; THENCE S 64°31'32"E, 195.05 FEET; THENCE N 85°51'45"E, 264.48 FEET; THENCE S 11°55'05"E, 1144.01 FEET; THENCE S 9°49'55"W, 17.28 FEET; THENCE S 17°50'01"E, 67.75 FEET; THENCE S 6°10'00"W, 129.22 FEET; THENCE S 38°19'27"W, 321.50 FEET; THENCE S 51°40'33"E, 117.27 FEET; THENCE S 14°41'24"W, 104.77

FEET; THENCE S 45°16'28"W, 160.06 FEET; THENCE S 87°21'12"W, 168.69 FEET; THENCE N 29°38'10"W, 744.81 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 204.16 FEET, A CENTRAL ANGLE OF 4°18'22", AND AN ARC LENGTH OF 15.34 FEET, WITH CHORD BEARING AND DISTANCE S 81°01'30"W, 15.34 FEET; THENCE S 11°07'41"E, 164.74 FEET; THENCE S 21°13'43"E, 169.25 FEET; THENCE S 43°09'12"E, 182.47 FEET; THENCE S 3°58'28"E, 125.04 FEET; THENCE S 24°21'20"W, 113.70 FEET; THENCE S 67°01'55"W, 372.46 FEET; THENCE N 48°08'10"W, 138.21 FEET; THENCE S 41°53'50"W, 128.94 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 90°45'23", AND AN ARC LENGTH OF 198.00 FEET, WITH CHORD BEARING AND DISTANCE OF S 3°28'52"E, 177.94 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 80°19'04", AND AN ARC LENGTH OF 275.86 FEET, WITH CHORD BEARING AND DISTANCE S 3°42'01"E, 248.17 FEET; THENCE S 41°27'31"W, 162.51 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 13°02'24", AND AN ARC LENGTH OF 86.73 FEET, WITH CHORD BEARING AND DISTANCE S 47°58'43"W, 96.52 FEET; THENCE S 54°29'55"W, 112.71 FEET; THENCE N 35°30'05"W, 50.00 FEET; THENCE N 84°55'25"W, 98.75 FEET; THENCE N 12°37'54"W, 503.24 FEET; THENCE N 17°36'20"E, 135.90 FEET; THENCE N 81°29'00"E, 84.85 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 930.00 FEET, A CENTRAL ANGLE OF 37°45'48", AND AN ARC LENGTH OF 612.98 FEET, WITH CHORD BEARING AND DISTANCE N 10°21'54"E, 601.92 FEET; THENCE S 60°45'12"E, 60.00 FEET; THENCE N 29°14'48"E, 474.01 FEET; THENCE N 80°45'18"E, 527.58 FEET; THENCE N 48°21'10"E, 60.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 595.00 FEET, A CENTRAL ANGLE OF 11°03'22", AND AN ARC LENGTH OF 114.81 FEET, WITH CHORD BEARING AND DISTANCE N 36°07'09"W, 114.64 FEET; THENCE N 59°24'32"E, 33.03 FEET; THENCE N 5°37'17"E, 87.34 FEET; THENCE N 32°01'22"W, 313.53 FEET; THENCE N 25°44'09"E, 303.12 FEET; THENCE N 54°20'17"W, 193.23 FEET; THENCE NORTH, 155.14 FEET TO THE POINT OF BEGINNING, CONTAINING 44.555 ACRES, MORE OR LESS,

SAID TRACTS TOTALING 53.620 ACRES.



EXHIBIT B  
POWDER HORN RANCH - PHASE I  
BOUNDARY DESCRIPTION  
SEPTEMBER 25, 1995

A tract of land situated in the Northeast Quarter (NE¼) and the East Half of the Southeast Quarter (E½ SE¼) of Section 33 and in the West Half of the Southwest Quarter (W½ SW¼) of Section 34, Township 55 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, said tract being more particularly described as follows:

Beginning at a point located on the Southeasterly Right of Way Line of State Highway No. 335, said point being located S 50°13'08"W, 2302.17' from the Northeast Corner of said Section 33; Thence along a curve to the right having a radius of 1066.71', a central angle of 8°57'57", an arc length of 166.92', and chord bearing and distance of S 46°14'15"E, 166.75'; Thence N 47°15'57"E, 132.38'; Thence N 61°42'55"E, 134.88'; Thence S 56°22'12"E, 129.50'; Thence S 54°27'54"E, 108.08'; Thence along a curve to the right having a radius of 330.00', a central angle of 20°51'31", an arc length of 120.14', and chord bearing and distance of N 45°57'51"E, 119.47'; Thence N 33°36'23"W, 120.46'; Thence N 61°33'47"E, 196.67'; Thence S 76°35'39"E, 673.10'; Thence N 84°16'56"E, 100.93'; Thence S 48°35'12"E, 80.00'; Thence S 10°21'05"W, 488.56'; Thence S 3°25'40"W, 448.16'; Thence along a curve to the right having a radius of 330.00', a central angle of 41°32'27", an arc length of 239.26', and chord bearing and distance of S 45°12'58"E, 234.05'; Thence S 24°26'44"E, 391.57'; Thence along a curve to the right having a radius of 470.00', a central angle of 41°40'25", an arc length of 341.85', and chord bearing and distance of S 45°16'56"E, 334.36'; Thence S 66°07'09"E, 200.25'; Thence along a curve to the right having a radius of 380.00', a central angle of 18°52'14", an arc length of 125.15', and chord bearing and distance of S 56°41'02"E, 124.59'; Thence N 0°00'00"E, 660.23'; Thence S 71°57'34"E, 369.50'; Thence S 0°00'00"E, 155.14'; Thence S 54°20'17"E, 193.23'; Thence S 25°44'09"W, 303.13'; Thence S 32°01'22"E, 313.53'; Thence S 5°37'17"W, 87.34'; Thence S 59°24'32"W, 33.03'; Thence along a curve to the left having a radius of 595.00', a central angle of 11°03'22", an arc length of 114.81', and chord bearing and distance of S 36°07'09"E, 114.64'; Thence S 48°21'10"W, 60.00'; Thence S 80°45'18"W, 527.56'; Thence S 29°14'48"W, 474.46'; Thence N 60°45'12"W, 79.95'; Thence along a curve to the left having a radius of 75.00', a central angle of 70°24'44", an arc length of 92.17', and chord bearing and distance of S 84°02'25"W, 86.48'; Thence S 48°50'03"W, 100.00'; Thence along a curve to the right having a radius of 285.00', a central angle of 16°21'49", an arc length of 81.40', and chord bearing and distance of S 57°00'58"W, 81.12'; Thence S 65°11'53"W, 96.83'; Thence S 27°43'30"E, 66.58'; Thence S 43°17'33"W, 111.27'; Thence S 26°23'15"W, 502.54'; Thence

RECORDED MARCH 12, 1996 BK 378 PG 486 NO 221688 RONALD L. DAILEY, COUNTY CLERK

STATE OF WYOMING )  
) ss. )  
COUNTY OF SHERIDAN )  
RECORDED APRIL 10, 1996 BK 379 PG 135  
NO 223968 RONALD L. DAILEY, COUNTY CLERK

SECOND SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE POWDER HORN

THIS SECOND SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS is made this 12th day of March, 1996, by POWDER  
HORN RANCH, LLC, a Wyoming Limited Liability Company (hereinafter  
referred to as "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant recorded a Declaration of Covenants,  
Conditions and Restrictions for the Powder Horn (the  
"Declaration") on September 27, 1995, in Book 375, Page 563 of  
the records of the Sheridan County Clerk and Ex-Officio Register  
of Deeds; and

WHEREAS, Declarant recorded a First Supplementary Declaration of  
Covenants, Conditions and Restrictions for the Powder Horn on  
February 26, 1996, in Book 378, Page 321, of the records of the  
Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS, Declarant is the owner of that certain real property  
described on Exhibit B to this Second Supplementary Declaration  
of Covenants, Conditions and Restrictions for the Powder Horn.  
NOW, THEREFORE, the Declarant declares the following Amendment to  
the Declaration of Covenants, Conditions and Restrictions which  
shall be applicable to the Property (described on Exhibits A and  
B) and all Additional Property, to-wit:

(a) Article X, USE AND OCCUPANCY CONTROL is hereby  
supplemented and amended by adding paragraph 10.09, which shall  
read as follows:

10.09 No Use of Domestic Water for Purposes of Irrigation.  
The use of domestic water supplied by the Sheridan Area  
Water Supply Joint Powers Board, and its successors or  
assigns, under any Water Service Agreement that pertains to  
the Powder Horn Ranch Planned Unit Development, or any phase  
of development thereunder plateted, is and shall be used only

for domestic purposes; and, the use of any such domestic water for the purpose of irrigating any and all exterior lawns, gardens, greenbelts, golf courses, and landscaping within the Powder Horn Ranch Planned Unit Development is prohibited; and, the Powder Horn Homeowners Association shall have the responsibility and authority to enforce the foregoing covenant.

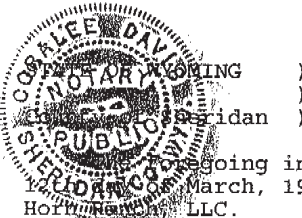
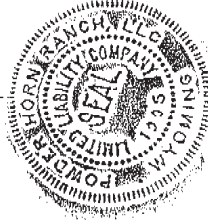
All capitalized terms used in this Second Supplementary Declaration, except as otherwise defined herein, shall have the same meaning as set forth in the Declaration.

Upon recording of this Second Supplementary Declaration, the Property (described on Exhibits A and B hereto) and all Additional Property shall be subject to the amendment hereinabove made.

IN WITNESS WHEREOF, the Declarant has caused this Second Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn to be duly executed.

POWDER HORN RANCH, LLC

By: Homer Scott, Jr.  
Manager



)  
) ss.  
)

The foregoing instrument was acknowledged before me this 12th day of March, 1996, by Homer Scott, Jr., Manager of Powder Horn Ranch, LLC.

WITNESS my hand and official seal.

Coralee Davison  
Notary Public

My Commission Expires: 6-11-99

EXHIBIT A  
POWDER HORN RANCH - PHASE I  
BOUNDARY DESCRIPTION  
SEPTEMBER 25, 1995

A tract of land situated in the Northeast Quarter (NE¼) and the East Half of the Southeast Quarter (E½ SE¼) of Section 33 and in the West Half of the Southwest Quarter (W½ SW¼) of Section 34, Township 55 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, said tract being more particularly described as follows:

Beginning at a point located on the Southeasterly Right of Way Line of State Highway No. 335, said point being located S 50°13'08"W, 2302.17' from the Northeast Corner of said Section 33; Thence along a curve to the right having a radius of 1066.71', a central angle of 8°57'57", an arc length of 166.92', and chord bearing and distance of S 46°14'15"E, 166.75'; Thence N 47°15'57"E, 132.38'; Thence N 61°42'55"E, 134.88'; Thence S 56°22'12"E, 129.50'; Thence S 54°27'54"E, 108.08'; Thence along a curve to the right having a radius of 330.00', a central angle of 20°51'31", an arc length of 120.14', and chord bearing and distance of N 45°57'51"E, 119.47'; Thence N 33°36'23"W, 120.46'; Thence N 61°33'47"E, 196.67'; Thence S 76°35'39"E, 673.10'; Thence N 84°16'56"E, 100.93'; Thence S 48°35'12"E, 80.00'; Thence S 10°21'05"W, 488.56'; Thence S 3°25'40"W, 448.16'; Thence along a curve to the right having a radius of 330.00', a central angle of 41°32'27", an arc length of 239.26', and chord bearing and distance of S 45°12'58"E, 234.05'; Thence S 24°26'44"E, 391.57'; Thence along a curve to the right having a radius of 470.00', a central angle of 41°40'25", an arc length of 341.85', and chord bearing and distance of S 45°16'56"E, 334.36'; Thence S 66°07'09"E, 200.25'; Thence along a curve to the right having a radius of 380.00', a central angle of 18°52'14", an arc length of 125.15', and chord bearing and distance of S 56°41'02"E, 124.59'; Thence N 0°00'00"E, 660.23'; Thence S 71°57'34"E, 369.50'; Thence S 0°00'00"E, 155.14'; Thence S 54°20'17"E, 193.23'; Thence S 25°44'09"W, 303.13'; Thence S 32°01'22"E, 313.53'; Thence S 5°37'17"W, 87.34'; Thence S 59°24'32"W, 33.03'; Thence along a curve to the left having a radius of 595.00', a central angle of 11°03'22", an arc length of 114.81', and chord bearing and distance of S 36°07'09"E, 114.64'; Thence S 29°14'48"W, 474.46'; Thence N 60°45'12"W, 79.95'; Thence along a curve to the left having a radius of 75.00', a central angle of 70°24'44", an arc length of 92.17', and chord bearing and distance of S 84°02'25"W, 86.48'; Thence S 48°50'03"W, 100.00'; Thence along a curve to the right having a radius of 285.00', a central angle of 16°21'49", an arc length of 81.40', and chord bearing and distance of S 57°00'58"W, 81.12'; Thence S 65°11'53"W, 96.83'; Thence S 27°43'30"E, 66.58'; Thence S 43°17'33"W, 111.27'; Thence S 26°23'15"W, 502.54'; Thence

S.10°39'11"W, 81.35'; Thence S 5°04'53"E, 200.00'; Thence S 86°52'07"W, 175.44'; Thence along a curve to the left having a radius of 592.36', a central angle of 1°57'00", an arc length of 20.16', and chord bearing and distance of N.4°06'23"W, 20.16'; Thence N 5°04'53"W, 164.31'; Thence along a curve to the right having a radius of 325.00', a central angle of 14°38'32", an arc length of 83.06', and chord bearing and distance of N 2°14'23"E, 82.83'; Thence N.80°26'21"W, 290.47'; Thence N 26°23'15"E, 199.81'; Thence N 30°19'14"E, 221.34'; Thence N 16°25'29"E, 87.75'; Thence N 26°02'51"E, 167.84'; Thence N.55°57'22"E, 304.65'; Thence N 82°29'28"E, 290.24'; Thence S 48°10'42"E, 112.35'; Thence N 48°50'03"E, 20.89'; Thence along a curve to the right having a radius of 125.00', a central angle of 70°24'44", an arc length of 153.62', and chord bearing and distance of N 84°02'25"E, 144.13'; Thence S 60°45'12"E, 19.95'; Thence N 29°14'48"E, 183.72'; Thence West, 69.08'; Thence N.23°57'18"W, 547.35'; Thence N 37°45'08"E, 395.40'; Thence N 66°07'09"W, 109.70'; Thence along a curve to the right having a radius of 530.00', a central angle of 41°40'25", an arc length of 385.49', and chord bearing and distance of N 45°16'56"W, 377.05'; Thence N 24°26'44"W, 391.57'; Thence along a curve to the left having a radius of 270.00', a central angle of 64°53'10", an arc length of 305.77', and chord bearing and distance of N 56°53'19"W, 289.69'; Thence S.80°29'04"W, 56.56'; Thence N 89°19'54"W, 67.58'; Thence along a curve to the right having a radius of 1676.16', a central angle of 17°07'41", an arc length of 501.07', and chord bearing and distance of N 80°46'04"W, 499.21'; Thence along a curve to the right having a radius of 657.12', a central angle of 49°22'50", an arc length of 566.34', and chord bearing and distance of N 47°30'48"W, 548.97'; Thence N22°49'24"W, 100.00'; Thence along a curve to the left having a radius of 986.71', a central angle of 27°53'50", an arc length of 480.43', and chord bearing and distance of N 36°46'19"W, 475.70' to a point on the Southeasterly Right of Way Line of State Highway No. 335; Thence Along Said Southeasterly Right of Way Line N 39°16'46"E, 80.00' to the point of beginning, said tract containing 58.456 Acres, more or less.

NOW KNOWN AS:

Powder Horn Ranch Planned Unit Development, Phase I as recorded with the Sheridan County Clerk and Ex-Officio Recorder of Deeds in Drawer P, Plat No. 36, on September 27, 1995, as Document No. 208954.



EXHIBIT B  
LEGAL DESCRIPTION  
POWDER HORN RANCH - PHASE TWO

TWO TRACTS OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW¼ NW¼) OF SECTION 3 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE¼ NE¼) OF SECTION 4, TOWNSHIP 54 NORTH, RANGE 84 WEST, AND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE¼ SE¼) OF SECTION 33 AND THE SOUTHWEST QUARTER (SW¼) OF SECTION 34, TOWNSHIP 55 NORTH, RANGE 84 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, SAID TRACTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N 84°16'28"E, 682.91 FEET FROM THE EAST ONE-SIXTEENTH CORNER BETWEEN SAID SECTION 33 AND SECTION 4; THENCE N 86°52'07"E, 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 642.36 FEET, A CENTRAL ANGLE OF 7°00'29", AND AN ARC LENGTH OF 78.57 FEET, WITH CHORD BEARING AND DISTANCE S 0°22'21"W, 78.52 FEET; THENCE S 84°16'35"E, 194.02 FEET; THENCE S 6°38'24"E, 305.54 FEET; THENCE S 69°34'05"W, 209.55 FEET; THENCE S 8°29'59"W, 222.85 FEET; THENCE S 62°58'20"W, 203.32 FEET; THENCE S 17°03'03"W, 109.50 FEET; THENCE S 47°03'21"W, 232.96 FEET; THENCE N 71°31'11"W, 182.88 FEET; THENCE N 89°07'57"W, 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 469.24 FEET, A CENTRAL ANGLE OF 49°15'04", AND AN ARC LENGTH OF 403.35 FEET, WITH CHORD BEARING AND DISTANCE OF N 25°29'35"E, 391.05 FEET; THENCE N 50°07'07"E, 184.74 FEET; THENCE N 40°49'24"W, 69.54 FEET; THENCE N 25°42'44"E, 390.00 FEET; THENCE N 23°40'14"E, 123.07 FEET; THENCE N 84°55'07"E, 75.44 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 592.36 FEET, A CENTRAL ANGLE OF 0°32'30", AND AN ARC LENGTH OF 5.60 FEET, WITH CHORD BEARING AND DISTANCE S 3°24'08"E, 5.60 FEET TO THE POINT OF BEGINNING, CONTAINING 9.065 ACRES, MORE OR LESS.

AND

BEGINNING AT A POINT LOCATED S 79°56'53"E, 804.65 FEET FROM THE QUARTER CORNER BETWEEN SAID SECTION 33 AND SECTION 34; THENCE S 71°57'34"E, 78.51 FEET; THENCE S 64°31'32"E, 195.05 FEET; THENCE N 85°51'45"E, 264.48 FEET; THENCE S 11°55'05"E, 1144.01 FEET; THENCE S 9°49'55"W, 17.28 FEET; THENCE S 17°50'01"E, 67.75 FEET; THENCE S 6°10'00"W, 129.22 FEET; THENCE S 38°19'27"W, 321.50 FEET; THENCE S 51°40'33"E, 117.27 FEET; THENCE S 14°41'24"W, 104.77

FEET; THENCE S 45°16'28"W, 160.06 FEET; THENCE S 87°21'12"W, 168.69 FEET; THENCE N 29°38'10"W, 744.61 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 204.16 FEET, A CENTRAL ANGLE OF 4°18'22", AND AN ARC LENGTH OF 15.34 FEET, WITH CHORD BEARING AND DISTANCE S 81°01'30"W, 15.34 FEET; THENCE S 11°07'41"E, 164.74 FEET; THENCE S 21°13'43"E, 169.25 FEET; THENCE S 43°09'12"E, 182.47 FEET; THENCE S 3°58'28"E, 125.04 FEET; THENCE S 24°21'20"W, 113.70 FEET; THENCE S 67°01'55"W, 372.46 FEET; THENCE N 48°06'10"W, 136.21 FEET; THENCE S 41°53'50"W, 126.94 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 90°45'23", AND AN ARC LENGTH OF 198.00 FEET, WITH CHORD BEARING AND DISTANCE OF S 3°28'52"E, 177.94 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 90°19'04", AND AN ARC LENGTH OF 275.86 FEET, WITH CHORD BEARING AND DISTANCE S 3°42'01"E, 248.17 FEET; THENCE S 41°27'31"W, 152.51 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 13°02'24", AND AN ARC LENGTH OF 96.73 FEET, WITH CHORD BEARING AND DISTANCE S 47°58'43"W, 96.52 FEET; THENCE S 54°29'55"W, 112.71 FEET; THENCE N 35°30'05"W, 50.00 FEET; THENCE N 64°55'25"W, 98.75 FEET; THENCE N 12°37'54"W, 503.24 FEET; THENCE N 17°36'20"E, 135.90 FEET; THENCE N 81°29'00"E, 84.65 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 930.00 FEET, A CENTRAL ANGLE OF 37°45'48", AND AN ARC LENGTH OF 612.96 FEET, WITH CHORD BEARING AND DISTANCE N 10°21'54"E, 601.92 FEET; THENCE S 60°45'12"E, 60.00 FEET; THENCE N 29°14'48"E, 474.01 FEET; THENCE N 80°45'18"E, 527.56 FEET; THENCE N 48°21'10"E, 60.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 595.00 FEET, A CENTRAL ANGLE OF 11°03'22", AND AN ARC LENGTH OF 114.81 FEET, WITH CHORD BEARING AND DISTANCE N 36°07'09"W, 114.64 FEET; THENCE N 59°24'32"E, 33.03 FEET; THENCE N 5°37'17"E, 87.34 FEET; THENCE N 32°01'22"W, 313.53 FEET; THENCE N 25°44'09"E, 303.12 FEET; THENCE N 54°20'17"W, 193.23 FEET; THENCE NORTH, 155.14 FEET TO THE POINT OF BEGINNING, CONTAINING 44.555 ACRES, MORE OR LESS,

SAID TRACTS TOTALING 53.620 ACRES.

NOW KNOWN AS:

Powder Horn Ranch Ranch, Planned Unit Development, Phase Two.  
A subdivision in Sheridan County, Wyoming, as recorded with  
the Sheridan County Clerk and Ex-Officio Recorder of Deeds on  
March 29, 1996, Plat Number P-38, Instrument Number 222993.

STATE OF WYOMING       )  
                              ) ss.  
COUNTY OF SHERIDAN    )

SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE MEADOWS

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made this 5th day of November, 1996, by Powder Horn Ranch, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Phase I (One) and Phase II (Two) of the Master Community Development known as "The Powder Horn," is legally described on Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, a Declaration of Covenants, Conditions, and Restrictions therefore, dated September 26, 1995, was filed for record on September 27, 1995, in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Recorder of Deeds; and

WHEREAS, a First Supplementary Declaration of Covenants, Conditions, and Restrictions therefore, dated February 22, 1996, was filed for record on February 26, 1996, in Book 378, Page 321 of the records of the Sheridan County Clerk and Ex-Officio Recorder of Deeds; and

WHEREAS, a Second Supplementary Declaration of Covenants, Conditions, and Restrictions therefore, dated March 12, 1996, was filed for record on March 12, 1996, in Book 378, Page 486 of the records of the Sheridan County Clerk and Ex-Officio Recorder of Deeds. The said document also having been rerecorded on April 10, 1996, in Book 379, Page 135 of the records of the Sheridan County Clerk and Ex-Officio Recorder of Deeds; and

WHEREAS, the foregoing described Declaration of Covenants, Conditions, and Restrictions, together with the First and Second Supplementary Declaration of Covenants, Conditions, and Restrictions, described above, pertain to all phases of the Master Community Development heretofore developed, including all lands described on Exhibit "A" attached hereto; and

WHEREAS, Declarant intends to develop 44 townhouse units to be situated within an area of the Planned Unit Development described on Exhibit "A," the said area to be known as "The Meadows"; and

WHEREAS, Declarant believes that it would be in the best interest of all concerned to further supplement the existing Declaration of Covenants, Conditions, and Restrictions insofar as the same would apply to the area to be known as "The Meadows" so as to more fully and precisely meet the particular needs of The Meadows area of the Development, the said area being legally described on Exhibit "B" attached hereto.

NOW, THEREFORE, Declarant hereby declares that the real property described on Exhibit "B" shall be held transferred, sold, conveyed, and occupied subject to this Supplementary Declaration of Covenants, Conditions, and Restrictions, for "The Meadows" which shall apply to the lands described on Exhibit "B" only.

#### ARTICLE I DEFINITIONS

The following words when used in this Declaration or any amendment or supplement hereto (unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Meadows Homeowners Association, Inc., a Wyoming non-profit corporation, which has the power, duty and responsibility of maintaining and administering the Common Areas, and collecting the assessments and charges hereinafter prescribed, and has the right, but not the obligation of administering and enforcing the Covenants and Restrictions.

(b) "Common Areas" shall mean and refer to any and all areas of land within the Property which are known, described or designated as common green, common areas, recreational easements, greenbelts, open spaces or streets on any recorded subdivision plat of the Property or intended for or devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or may hereafter be constructed, or installed thereon, and including all equipment, accessories and machinery used in the operation or maintenance of any of such Common Areas, and any additions to or replacements of such Common Areas. The Common Areas within the Meadows residential community will generally consist of streets and open space. Declarant proposes to hold record title to the Common Areas, consistent with the objectives envisioned herein, and subject to the easement rights herein of the Members to use and enjoy the Common Areas, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Declarant, but prior to July 1, 2015) record title to the Common Areas will be formally transferred from the Declarant to the Association. Declarant reserves the right to effect redesigns or

reconfigurations of the Common Areas, and execute any open space declarations applicable to the Common Areas which may be permitted by law in order to reduce property taxes.

(c) "Declarant" shall mean and refer to Powder Horn Ranch, LLC, and the successors and assigns (if any) of Powder Horn Ranch, LLC, with respect to the voluntary disposition of all (or substantially all) of the assets of Powder Horn Ranch, LLC, and/or the voluntary disposition of all (or substantially all) of the right, title and interest of Powder Horn Ranch, LLC, in and to the Property prior to the completion of development thereon. No person or entity purchasing one or more Residential Units from Powder Horn Ranch, LLC, in the ordinary course of business shall be considered as "Declarant."

(d) "Existing Property" shall mean and refer to the initial parcel which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Section 2.01 of Article II hereof.

(e) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Property as amended from time to time, which is designated as a lot therein, and which will be improved with a Residential Unit "Adjoining Lot" shall mean and refer to a Lot which is adjacent to any other Lot as shown on any recorded plat of the Property.

(f) "Member" means every person who holds a membership in the association pursuant to Article V, entitled "Membership and Voting Rights." An Owner is not necessarily or automatically a Member.

(g) "Owner" shall mean and refer to each and every person or business entity who or which is a record owner of a fee or undivided fee interest in any Lot subject to these Covenants and Restrictions; however, the word "Owner" shall not include person(s) or entity(ies) who hold a bona fide lien or interest in a Lot as security for the performance of an obligation.

(h) "Property" shall mean and refer to the "Existing Property," and any additional lands which are annexed into the project and made subject to these Covenants, Conditions, and Restrictions, or any amendment or supplement hereto, prepared and filed of record pursuant to the provisions of Article II hereof.

(i) "Residential Units" shall mean and refer to each structure built by Declarant upon the "Lot."



ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

2.01 Existing Property. The Existing Property is located in the County of Sheridan, State of Wyoming, and is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference for all purposes.

2.02. Additions to Existing Property. Additional land(s) may become subject to this Declaration in any of the following manners:

(a) Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property, provided, however, that such supplementary declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration.

(b) In the event any person or entity other than Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Association.

(c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 2.02, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

ARTICLE III  
PROVISIONS RELATING TO THE COMMON AREAS

3.01 These parts described and shown on the Plat as Outlot A and referred to above as being the Common Areas of the Parcel legally described in Exhibit "A" shall be and are hereby declared to be subject to the covenants, agreements, easements and restrictions set forth in this Declaration, to be and remain in effect until such time as amended, modified or revoked in accordance with the provisions of this Declaration.

3.02 The Common Areas shall be held and maintained for the use and benefit of the Owners of the Residential Units and their guests and invitees, including, without limitation, the right of

ingress and egress over, upon and across, the driveways and paths in or upon the Common Areas, and not for the use or benefit of the public generally.

3.03 There shall be upon the Common Areas at least such driveways, private vehicular right of way and paths as shall be necessary to provide ingress and egress to and from the Residential Units for the use and benefit of the Owners of the Residential Units and their guests and invitees, and such other vehicular right of way and paths as the Association shall from time to time determine and as shall be in compliance with such governmental laws, ordinances, and regulations as shall be applicable from time to time.

3.04 There may be upon the Common Areas fences of such design as shall be in conformity with all applicable governmental law, ordinances and regulations, at or near the perimeter of the Property and partially or entirely enclosing the Property except for such gates and other openings as the Declarant may originally approve and construct and as the Association shall determine. There may also be upon the Common Areas patios, balconies, lighting and lighting fixtures, a guard house, enclosures for garbage containers, such leisure facilities, trees, shrubs, and other landscaping as the Declarant may originally approve and construct and as the Association as Successor shall determine from time to time, and as being in accordance with applicable governmental laws.

3.05 Except as herein provided for, there shall be no structure or enclosures above the ground of the Common Areas except patios, balconies, lighting and lighting fixtures, enclosures for garbage containers, and such leisure facilities as the Declarant may originally approve and construct and as the Association as Successor shall determine from time to time, and in accord with applicable governmental laws. No public, commercial or business use of any kind shall be permitted therein.

3.06 It is expressly and irrevocably stipulated and agreed that notwithstanding any other term or provision hereto, no vehicles shall be parked or left standing unattended or operated upon any of said vehicular right of way in any manner violative of any law or ordinance which would be applicable if said vehicular right of ways were public right of ways, unless and then only so long as express permission by ordinance.

3.07 An easement of ingress and egress and a right and easement of enjoyment is hereby granted to every Residential Owner in and to the Common Areas and such rights and easements shall be appurtenant to and shall pass with the title to every Residential Unit so long as said Owner resides on his Residential

Unit, provided that such rights and easements shall, in accordance with the terms of this Declaration belong to the Owner's tenants or contract purchaser. The Owner, from time to time, of the Common Areas hereby grants, in addition to those shown on said Plat or otherwise in force, such conveyances of such easements and rights of, over, upon and under the Common Areas or any part thereof for the construction and maintenance of facilities for the supply of water, electricity and gas, the furnishing of telephone service, the removal of sewage and waste, storm water drainage, detention and conveyance, and other utilities, as shall be necessary or appropriate in order to provide said service to all the Residential Units and the Owners from time to time thereof. Further, Declarant and the Association hereby grant the Residential Owners and all persons claiming by, through and under them such easements and rights over, upon and under the Common Areas as shall be necessary or appropriate in order to more fully establish and maintain the rights of ingress and egress described in Section 3.02 and 3.03 hereof.

3.09 The Common Areas and the use thereof shall be subject to such additional rules and regulations as shall be in force from time to time by reason of action taken by the Association pursuant to Article VI hereof.

#### ARTICLE IV PROVISIONS RELATING TO THE RESIDENTIAL UNITS

4.01 All the Property shown on the Plat as the Residential Units is hereby declared to be subject to the covenants, agreements, easements, and restrictions set forth in this Declaration, to be and remain in effect until such time as amended, modified, or revoked in accordance with the provisions of this Declaration.

4.02. From and after the completion of the construction of each respective Residential Unit and the delivery thereof to the initial Residential Owner thereof, there shall be no alterations, changes, additions, or deletions to or from said Residential Unit of any nature which will, or may be, visible from the exterior of the Residential Unit or which will, or may, adversely affect any other Residential Unit, whether by impairment of strength of any party wall, increase of sound transmission between units or otherwise.

4.03 There shall be no change in any exterior color of any Residential Unit, from the color scheme then in effect throughout the Property, except in connection with a general change in such color scheme under the direction or approval of the Association.

4.04. No trade or business shall be carried on within any

Residential Unit and no signs shall be placed upon or about any Residential Unit other than the name and address of Residential Unit Owners, in such styles and materials as the Association shall approve. The aforesaid sign prohibition shall extend to and include "for sale" and rental signs.

4.05 No domestic or other animals of any kind shall be kept or maintained within any Residential Unit, except for such birds, dogs, cats, ornamental fish, and other household pets as may be permitted by regulations adopted by the Association from time to time, it being expressly understood that the Association is hereby granted and shall have power to entirely prohibit the keeping or maintenance of any or all of such pets. No dog run or exterior animal cage of any kind shall be allowed without the written consent of the Association. If the Association allows any such pets, each Residential Owner shall be required to clean up any feces or defecation produced by such pets and shall be strictly liable for all damage or injury caused by such pets. And all pets shall be required to be kept inside the Residential Owner's dwelling from 10:00 o'clock p.m. until 6:00 o'clock a.m. unless they are walking such pets on a leash. At all times, owners shall prevent dogs from creating barking nuisance or other nuisance and must not allow any animal out of the dwelling unless the owner is in the animals presence outside the dwelling.

4.06 Laundry, bedding, and the like shall not be hung out to dry in any position in which it is visible from the exterior of any Residential Unit. No bicycles, carriages or other articles shall be upon the Common Areas or outside the Residential Units of the Owner thereof except when in use and except for automobiles parked in areas designated therefor. Overnight parking of trucks, RV's, or boats, whether trailered or otherwise, will not be permitted unless such vehicles are kept in garages and out of public view.

4.07 Exterior television antennas and other electronic equipment shall be permitted only to the extent permitted by regulations adopted by the Association from time to time, it being expressly understood that the Association is hereby granted and shall have power to entirely prohibit the installation or continuation thereof, without regard to whether or not the Association shall have provided for master television antennas or other equipment for the use of the Owners of the Residential Units in lieu of such prohibited equipment. Any and all facilities of any kind presently existing or hereinafter installed upon any Unit designed for the common use of any two or more units, shall be perpetually used in common by such Residential Owners or occupants.

4.08 Each Residential Unit is hereby declared to be subject to an easement and right to and in favor of the Association and all of its employees, agents, and instrumentalities to go upon

such Residential Unit for reasonable inspection thereof from time to time for the purpose of carrying out any and all of the obligations and functions with respect to such Residential Unit or for the benefit of any other Residential Unit or Units as are herein imposed upon or permitted to the Association, expressly including, without limitation, the maintenance, repair and replacement of any and all of the facilities for the supply of utilities and other facilities, apparatus, and equipment serving said Residential Unit and/or other Residential Units or the Common Areas. The Association shall have an easement of ingress and egress over and upon any or all Units including, but not limited to, the roof, yard, balcony, and patio areas thereof for the purpose of construction, installation, repair, maintenance, replacement, and inspection, of all facilities including, but not limited to, television antennas, transformers and water or utility meters for the benefit of the Declarant, Residential Owner or the Association.

4.09 The Residential Units and the use thereof shall be subject to such additional rules and regulations as shall be in force from time to time by reason of action taken by the Association pursuant to Article Eleven hereof, it being expressly agreed that, without limitation, the Association shall have powers to prescribe by such rule or regulation standards of upkeep and maintenance of the respective Residential Units.

#### ARTICLE V MEMBERSHIP AND VOTING RIGHTS

5.01 Membership. There shall be one Class A Membership in the Association appurtenant to each Lot. The Owner of the Lot shall designate in writing to the Association an individual who shall be the Member with respect to that Lot. The Member designated by the Owner of the Lot must be an individual who is an Owner, or if the Owner is or includes a Person other than an individual, the Member may be an individual who is a partner if the Owner is or includes a partnership, or an officer of the corporation if the Owner is or includes a corporation, or a beneficiary of the trust if the Owner is or includes a trust, or an owner of the entity if the Owner is or includes a person other than an individual, a partnership, a corporation or a trust. In the absence of such written designation, Assessments shall nevertheless be charged against the Lot and Owner thereof, but there shall be no right to vote the membership or to use the Common Areas.

5.02 Once a Class A Member has been designated by an Owner of a Lot, a new Member may only be designated for that Lot by the Owner upon the death of the previously designated Member, or at any time following the first anniversary (or such longer period,



not to exceed three years as the Board may establish; or such shorter period, in a particular case as the Board, in its sole discretion, may permit) of the date the Member who is being succeeded was designated.

5.03 The Class A Member as so designated shall be the only person entitled to vote on behalf of the Owner of the Lot at Association meetings and elections. The Member designated by the Owner, and the Member's spouse and children, natural and adopted, under the age of 25 (and such other children and relatives of the Member as the Board may, from time to time, specify) shall with respect to the Owner's Lot, be the only persons entitled to use the Common Areas and other than as guests, in accordance with the Association Rules, and no other individual or person, even though an Owner of the Lot, shall be entitled to use the Common Areas other than as guests.

5.04 Voting Rights. The Association shall have two classes of voting membership:

CLASS A: Class A Members shall be all Members other than Class B Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership.

CLASS B: The Class B Member shall be Declarant. The Class B Member shall be entitled to ten (10) votes for each lot which it owns.

Notwithstanding the aforementioned voting rights within the Association and consistent with the provisions of Section 11.02 hereinafter, until:

(a) Declarant no longer owns: (i) record title to any Lot; and (ii) a lien interest in any Lot; and (iii) title to any adjoining acreage intended to be developed as an additional section or phase of the Powder Horn; or

(b) July 1, 2015, whichever occurs first in time, neither the Association nor the Members shall take any action or inaction with respect to any matter whatsoever without the consent and approval of the Declarant.

(c) The Declarant voluntarily may (but shall not be required to relinquish control of the association to the Members at any time prior to July 1, 2015).

5.05 Quorum, Notice and Voting Requirements. The quorum, notice, and voting requirements of and pertaining to the Association are set forth within the Articles of Incorporation and Bylaws of the Association, as same may be amended from time to time. Subject to the provisions of Section 5.04 above, any

action by or on behalf of the Association may be taken with the consent given in writing and signed by Members who collectively hold or control more than fifty percent (50%) of the outstanding votes of the Association.

ARTICLE VI  
GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS

6.01 Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors (hereinafter referred to as the "Board"). The Board shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Common Areas, the Owners, and the Property, shall provide, and shall pay for out of the maintenance fund(s) provided for in Article VI below, the following:

(a) Perform all maintenance of the exterior of the Residential Units, including, without limitation, painting and staining, at such intervals as shall be prudent as well as maintenance, repair, and replacement of the roof.

(b) Care and preservation of the Common Areas and the furnishing and upkeep of any desired personal property for use in the Common Areas;

(c) Taxes, insurance and utilities (including, without limitation, electricity, gas, water and sewer charges) which pertain to the Common Areas only;

(d) The services of a person or firm (including Declarant and any affiliates of Declarant) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager designated by the Board;

(e) Legal and accounting services; and

(f) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration, or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration. The Board shall have the following additional rights, powers, and duties:

(g) To maintain and repair all streets as appropriate.

(h) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Areas owned by the Association;

(i) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to: (i) taxes on the Common Areas; (ii) insurance coverage (if any) on Common Areas as they relate to the assessment, collection and disbursement process envisioned by Article V hereinabove; and (iii) utility installation, consumption and service matters;

(j) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent owners, if the Board sees fit or secured by such assets of the Association as deemed appropriate by the lender and the Association;

(k) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association;

(l) To protect or defend the Common Areas from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association, and to provide adequate reserves for repairs and replacements;

(m) To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time;

(n) To make available to each Owner within ninety (90) days after the end of each year an annual report;

(o) Pursuant to Article VI herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency;

(p) To enforce the provisions of this Declaration and any rules made hereunder and to line, enjoin and/or seek damages from any Owner for violation of such provisions of rules;

6.02 Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services, and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein. In the event or if for any reason the Board is not deemed authorized to act for and on behalf of the Association and the Members, then

Declarant may exercise its power and authority under Section 11.02 hereof to act for and on behalf of the Association and the Members, and the Association shall reimburse Declarant for any and all reasonable expenses incurred in so acting.

6.03 Contracts with Owners. The Board, on behalf of the Association, shall have full power and authority to contract for any Owner (including, without limitation, Declarant) for the performance, on behalf of the Association of services which the Board is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

6.04 Liability Limitations. Neither the Declarant, any Member, the Board, any Director, nor any Officer of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for the tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant or Association, its Directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

6.05 Reserve funds. The Board may, in its sole and absolute discretion, establish reserve funds, which may be maintained and accounted for separately from other funds maintained for annual operating expenses, and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association.

#### ARTICLE VII COVENANTS FOR ASSESSMENTS

7.01 Personal Obligation of Assessments. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed, as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies):

- (a) Regular assessments or charges for maintenance, taxes and insurance on portions of the Property and the Common

Areas (including, without limitation, those matters described within Section 6.01 hereof);

(b) Special group assessments for capital improvements or unusual or emergency matters, such assessments to be fixed, established and collected from time to time ratably as hereinafter provided;

(c) Special individual assessments levied against individual Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner and not caused by ordinary wear and tear; and

(d) Individual assessments and fines levied against individual Owners for violations of rules and regulations pertaining to the Property, Association, and/or the Common Areas, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular, special group, and special individual assessments, together with such late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each assessment is made and shall also be the continuing personal obligation of the then-existing Owner of such Lot at the time when the assessment fell due.

7.02 Creation of Lien. Association shall have a lien against each Lot to secure the payment of any assessment which may be levied pursuant to the terms and provisions of Sections 7.01, 7.05, 7.06, and/or 11.06 (or any other provision hereof), and the expenses incurred in connection with the enforcement thereof, including, without limitation, interest at the maximum rate permitted by law, costs and reasonable attorneys' fees. Such lien may be enforced by appropriate judicial proceedings, or through a power of sale foreclosure, and the amounts secured thereby shall be the obligation of, and chargeable to Owner. Such lien shall be and is subordinate and inferior only to the following: (i) Assessments, liens, and charges in favor of the State of Wyoming and any political subdivision thereof for taxes past due and unpaid on the Lot; and (ii) Amounts due under any mortgage recorded prior to the recordation of any lien assessment as provided in Section 7.03 of this Article VII.

7.03 Assessment Lien.

(a) All amounts payable to the Association, including unpaid assessments, attorney fees, other enforcement and collection costs, and interest thereon at the maximum rate permitted by law, from the date such assessments are due until said assessments are paid (subject to the provisions hereof



limiting the interest contracted for, charged or received to the maximum permitted by applicable law), shall constitute a lien on the Lot superior to all other liens and encumbrances, except as provided in Section 7.02 of this Article VII. The Board or its duly appointed agent, may (but shall not be required to) prepare a written notice setting forth the amount of such unpaid indebtedness, the name of Owner and a description of the Lot. Such notice shall be signed by Declarant or the Board or its duly appointed agent and may be recorded in the office of the County Clerk of Sheridan County. Such lien may be enforced by the foreclosure of it upon the Lot by the Declarant or the Board or its duly appointed agent. In any such proceeding, the Owner shall be required to pay the costs, expenses and attorney's fees incurred in connection with filing the lien, and in the event of any foreclosure proceeding all additional costs, expenses and attorney's fees in connection with any such foreclosure proceeding. Declarant or the Board or its duly appointed agent shall have the power to bid on the Lot at foreclosure, or other legal sale, and to acquire and hold, lease, convey or otherwise deal with the same. Any mortgagee holding a lien on the Lot may pay, but shall not be required to pay any unpaid assessments owing with respect to the Lot, but such payment shall not be deemed a waiver of Owner's default by either Declarant, the Board or such mortgagee. Foreclosure may be in any manner authorized by Wyoming law, including through power of sale.

(b) The amount of the assessments assessed against the Lot shall also be a personal obligation or indebtedness of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing same.

(c) Owner, by acceptance of the deed to the Property, hereby expressly vests in Declarant, the Board or its agents the right and power to bring all actions against Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or by abandonment of his Lot.

(d) If any assessment remains unpaid at the expiration of fifteen (15) calendar days from and after the due date established by the Board, a late charge shall be assessed against the nonpaying Owner for each month that any portion of an assessment remains unpaid. The Board of Directors shall specify the late charge amount. A reasonable service charge in an amount established by the Board shall be

charged for each check that is returned because of insufficient funds. The amount of any such late charge and service charge may be adjusted, from time to time, by the Board.

7.04 Purpose of Assessments. The assessments levied by the Association shall used exclusively for the purposes of (i) promoting the health, recreation, safety and welfare of the residents of the Property; (ii) perform all maintenance of the exterior of the Residential Units, including, without limitation, painting, staining, and tuck pointing, thereof, at such intervals as shall be prudent as well as maintenance, repair, and replacement of the roof of the Residential Units; (iii) perform all maintenance, improvements, and repair of the grounds and landscaping of the Residential Units situated outside the exterior walls and patio areas thereof; (iv) the payment of taxes on the Common Areas and insurance (if any) in connection with the Common Areas and the repair, replacement and additions thereto; (v) the payment for electricity for street lights and exterior lights and the repair, replacement and additions of various items within the Common Areas; (vi) trash and garbage collection and security arrangements as may be determined necessary and appropriate by the Association, from time to time; (vii) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and the management and supervision of, the Common Areas; (viii) carrying out the duties of the Board as set forth in Article VII hereof; (ix) carrying out the various matters set forth or envisioned herein or in any amendment or supplement hereto; and (x) for any matter or thing designated by the County of Sheridan in connection with any zoning, subdivision, platting, building or development requirements.

7.05. Basis and Amount of Regular Maintenance Assessments.

(a) Until and unless otherwise determined by the Board, the maximum regular assessment shall be One Hundred Dollars (\$100.00) per unit per month.

(b) The Board may establish the maximum annual assessment for each Lot, provided that the maximum annual assessment may not be increased more than twenty percent (20%) above the maximum regular assessment for the previous year unless otherwise approved by the Members of the Association as provided in Section 5.05 of Article V.

(c) After consideration of current maintenance costs and the future needs of the Association, the Board may fix the actual annual assessment at an amount equal to or less than the then-existing maximum annual assessment.

(d) Not later than thirty (30) days prior to the beginning

of each fiscal year of the Association, the Association shall make available for review by each Member, at the Association's office, during reasonable times, a pro operating statement or budget for the upcoming fiscal year, which shall, among other things, estimate the total Common Area expenses to be incurred for such fiscal year. Subject to the provisions of 7.05, the Board shall at that time determine the amount of the regular Maintenance Assessment to be paid by each member, and shall notify the member thereof. Each member shall thereafter pay to the Association his regular Maintenance Assessment in monthly installments. Each such installment shall be due and payable on the date set forth in the written notice sent to the Members.

(e) The Board may establish a time-price differential schedule for the payment of the regular assessment in which the lowest amount is the actual regular base assessment.

7.06. Rights of Sheridan County. Unless otherwise approved by seventy-five percent (75%) of the outstanding votes within each voting class, the Association shall not by act or omission seek to abandon its obligations as established by this Declaration. However, in the event that:

(a) The Association dissolves and the Common Areas shall not be either (i) dedicated to and accepted by an appropriate public agency, authority or utility to be devoted to purposes as nearly as practicable the same as those to which such Common Areas were required to be devoted by the Association, or (ii) conveyed to another organization or entity which assumes all obligations imposed hereunder upon the Association to maintain said Common Areas; or

(b) The Association, its successors or assigns, shall fail or refuse to adequately maintain the appearance and condition of the Common Areas which it is obligated to maintain hereunder; then, in either such event, the County of Sheridan shall have the right, but not the obligation, to assume the duty of performing all such maintenance obligations of the Association at any time after such dissolution, upon giving written notice to the Owners, or at any time after the expiration of twenty-one (21) days after receipt by the Association, its successors or assigns, of written notice specifying in detail the nature and extent of the failure to maintain without such failure being remedied. Upon assuming such maintenance obligations, Sheridan County may collect, when the same become due, all assessments levied by the Association pursuant to the provisions hereof for the purposes of repairing, replacing, maintaining or caring for the Common Areas; and, if necessary, enforce the payment of delinquent assessments in the manner set forth

herein. In the alternative, upon assuming such maintenance obligations, Sheridan County may levy an assessment upon each Lot on a pro-rata basis for the cost of such maintenance, notwithstanding any other provisions contained in this Declaration, which assessment shall constitute a lien upon the Lot against which each assessment is made. During any period that Sheridan County assumes the obligation to maintain and care for the Common Areas, the Association shall have no obligation or authority with respect to such maintenance. The right and authority of Sheridan County to maintain the Common Areas shall cease and terminate when the Association, its successors or assigns, shall present to Sheridan County reasonable evidence of its willingness and ability to resume maintenance of the Common Areas. In the event Sheridan County assumes the duty of performing the maintenance obligations of the Association as provided herein, then Sheridan County, its agents, representatives and employees, shall have right of access, ingress and egress to and over the Common Areas for the purposes of maintaining, improving and preserving the same, and in no event, and under no circumstances, shall Sheridan County be liable to the Association or any Owner or their respective heirs, devisees, personal representatives, successors or assigns for negligent acts or construction (excluding, however, malfeasance and gross negligence) relating in any manner to maintaining, improving and preserving the Common Areas.

#### ARTICLE VIII CASUALTY AND INSURANCE

8.01 In the event the Property or any part thereof or any of the Residential Units thereon shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the Owners of the property so damaged or destroyed shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as reasonably possible to the condition in which such property was immediately prior to such damage or destruction, subject only to the right of the Association (which is hereby granted to the Association to authorize and direct such different action as shall be recommended by the Board of Directors and approved by the affirmative vote of members entitled to vote.

8.02 All repair, restoration or rebuilding pursuant to the provisions of this Article VIII shall be carried out under such supervision and direction as the Board of Directors of the Association shall deem appropriate in order to assure the expeditious and correct completion of work concerned, and the Owner or Owners of each Residential Unit which shall have been damaged or destroyed shall fully cooperate with, and abide by all instructions and directions of the Association in connection

therewith.

8.03 Without limitation, the Association is hereby given and shall have power to select or approve the architects, contractors and sub-contractors to be employed in connection with such repair, restoration or rebuilding; to select a single contractor or contractors to perform all various parts of the work to be done upon the Residential Units which shall have been damaged or destroyed by such casualty or other happening; to coordinate the proceeds of any insurance which may be payable on account of such casualty or other happening and to control the disbursement thereof in such manner as to assure the sufficiency of funds for the completion of said work or for any other proper purpose.

8.04 In any case in which the owner or owners of the Residential Units concerned shall fail to carry out and see to the repair, restoration or rebuilding by the provisions of this Article VIII, or shall request the Association to carry out and see to such repair, restoration or rebuilding, and in any case in which more than one contiguous Residential Unit shall be involved the Association shall carry out and see to the repair, restoration or rebuilding required by the provisions of this Article VIII.

8.05 Each Residential Owner shall maintain in force at all times insurance covering the Residential Unit owned by him, consisting of, or providing all the protection afforded by, at least the insurance now generally described as fire, extended coverage, additional extended coverage, vandalism and malicious mischief, to 100% of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation. Each Residential Owner shall also maintain in force such insurance protecting the Association from loss, damage, express or liability resulting directly or indirectly from any act or omission of such Residential Owner or any employer, agent, representative, guest or invitee of such Residential Owner as the Association shall by rule or regulation require from time to time, provided, however, that no such rule or regulation shall require the obtaining of any insurance of any type not then issued by responsible insurance companies regularly doing business in the State of Wyoming.

8.06 All insurance required to be maintained by any Residential Owner shall be issued by companies reasonably acceptable to the Association, shall name the Association as an additional insured and shall provide that all proceeds becoming payable on account of loss or damage to such Residential Unit shall be payable to or as directed by the Association, subject only to the rights, limited as herein provided, of any mortgagee for value of the premises. The policies themselves or appropriate certificates showing the evidence of such insurance shall be furnished to the Association, and new policies or certificates

evidencing the renewal of each expiring policy of insurance shall be furnished to the Association in each case at least 10 days prior to the expiration date of the expiring insurance.

8.07 The Association and its officers, directors, employees, agents and representatives shall have no liability to any Residential Owner for damage or loss of either the Residential Unit of such Owner or any personal property of said Owner. Each insurer of any said Owner's interest in said Residential Unit or personal property shall be bound by the provisions of the Section 8.07 and shall, by appropriate provision in each policy of insurance concerned, waive all its rights or subrogation against the Association and its officers, directors, employees, agents, and representatives.

8.08 Whenever the Association shall not be satisfied that any insurance required by this Article VIII is in force, or if about to expire will not be renewed prior to expiration, the Association shall have the right (but shall not be required) to proceed to obtain such insurance or such lessor coverage as it may deem advisable, and the cost thereof shall be due from the Owner of the Residential Unit so insured to the Association forthwith upon demand.

8.09 In the event that the Association finds it possible, from time to time, to effect broader or better coverage at lesser cost, by the obtaining of a blanket policy or policies of insurance upon all the Residential Units in the Property, the Association shall have and is hereby granted power so to do at the election of its Board of Directors; and the Residential Owner of each Residential Unit so covered shall accept and pay a proportionate share of the cost of such insurance, whether by regular assessment or otherwise, in lieu of providing and paying for the individual policies of insurance hereinabove provided for.

8.10 In any case in which insurance proceeds shall not be paid or payable on account of any damage to or destruction of any Residential Unit, or shall be inadequate to fully cover the cost of repair, restoration or rebuilding which the Association is by the provisions of this Article Five required to carry out, the cost of such repair, restoration or rebuilding in excess of the amount of insurance proceeds available shall be borne and paid for by the Association, unless it shall be determined in accordance with the provisions of this Declaration that such loss or damage is not to be repaired or restored, but without diminishing or in any way affecting any rights of recovery thereof which the Association may have by law against any person or persons who shall be directly or indirectly responsible for such damage or destruction by reason of any negligent or wrongful act or omission.



8.11 Notwithstanding anything to the contrary herein contained, the obligations of the Association under the provisions of the Article VIII shall be limited to the repair, restoration and rebuilding of any loss, damage or destruction to or of the Common Areas and to or of so much of the Residential Units as constitutes structure or improvement upon the real estate, and the Association shall not be responsible for repair, restoration or replacement of any personal property of the Residential Owner or others which, although in or about the Residential Units, shall not be attached thereto so as to form an affixed part thereof.

8.12 The Association may, but shall not be required to obtain and maintain additional insurance as its Board of Directors shall, from time to time, deem prudent with respect to damage to or destruction of the Common Areas or to or of any or all of the Residential Units, or to or of any other tangible or intangible assets owned by the Association or for which the Association may have responsibility from time to time, from any cause, and may also obtain such liability and other kinds of insurance protection against such other matters or happenings as its Board of Directors shall from time to time deem prudent.

8.13 Notwithstanding the foregoing, to the extent required by the terms of any mortgage for value of any part of the Property, the proceeds of any insurance becoming payable on account of any loss of or damage to the part of the Property so mortgaged shall be paid first to such mortgagee to the extent of its interest; provided, however, that such mortgagee shall not apply or seek to apply such proceeds to reduce such mortgage except for any excess of such proceeds over the full cost of such repair or restoration, unless it shall be determined in accordance with the provisions of the Declaration that such loss or damage is not to be repaired or restored.

#### ARTICLE IX PLACEMENT OF PARTY AND OTHER WALLS

9.01 It is contemplated that each of the Residential Units shall have one or more party walls, each connecting it with others of the Residential Units in the building or buildings. It is intended that each party wall shall be erected upon the lot line between the Residential Units concerned and that each non-party exterior wall of each Residential Unit shall be erected wholly within such Residential Unit so as not to encroach upon any Common Areas, but it is recognized that errors may occur in the actual placement of said walls during the course of construction. It is further contemplated that certain patios, balconies of Residential Units and that certain eaves of Residential Units and certain lighting fixtures on exterior walls

as constructed shall encroach on the Common Areas. Whenever any party wall of any Residential Unit shall be found to be not precisely upon the lot line intended and whenever any wall or eave or lighting fixture of any Residential Unit shall be found to encroach (whether by intention or mistake) upon any Common Areas, valid easements for the maintenance of all such encroachments as described herein are hereby established by virtue of the provisions hereof and shall exist for the benefit of such Unit so encroaching so long as the patio, balcony, eave, wall or lighting fixture concerned shall remain standing. Further, and without limitation of the foregoing, the legal description of the Residential Units and any Common Areas concerned may be changed or amended, and the Owner of each parcel concerned shall without further consideration execute and deliver all such conveyances as may be necessary or appropriate, so as to place the lot line concerned directly underneath such party wall or entirely outside such wall in the case of encroachment of any wall upon any Common Areas, or, alternatively, each Owner concerned shall without further consideration execute and deliver all such grants of easement and other and further documents as may be necessary or appropriate in the matter.

#### ARTICLE X EASEMENTS

10.01 Utility Easements. Easements for installation, maintenance, repair and removal of utilities and drainage facilities over, under and across the Property are reserved. Full rights of ingress and egress shall be had by Declarant and any bona fide utility company at all times over the easement areas for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

10.02 Ingress, Egress and Maintenance by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon the Common Areas for the purpose of maintaining the Common Areas as set forth herein.

10.03 Police Power Easement. With respect to the Common Areas and streets, easements and rights-of-way within the Property, the County of Sheridan, and all other governmental agencies and authorities shall have full rights of ingress, egress, regress and access for personnel and emergency vehicles for maintenance, police and fire protection, drainage and other lawful police powers designed to promote the health, safety and general welfare of the residents within the Property.

ARTICLE XI  
GENERAL PROVISIONS

11.01 Registration with the Association. In order that Declarant and the Association can properly acquaint every Lot purchaser and every Owner with these Covenants and Restrictions and the day-to-day matters within the Association's jurisdiction, no acquisition of any Declarant Lot within the Property shall become effective until and unless:

(a) The then-existing "Closing Information Package" has been properly executed by the Association, Declarant and the Purchaser/Transferee; and

(b) All directives by the Association and Declarant have been properly and timely followed.

11.02 Power of Attorney. Each and every Owner hereby makes, constitutes and appoints Declarant as his/her true and lawful attorney-in-fact, coupled with an interest and irrevocable, for him/her and in his/her name, place and stead and for his/her use and benefit, to do the following:

(a) To exercise, do or perform any act, right, power, duty or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving this Declaration and the Property;

(b) To sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the terms within this Declaration, or any part hereof, with such clause(s), recital(s), covenant(s), agreement(s) and restriction(s) as Declarant shall deem necessary, proper and expedient under the circumstances and conditions as may be then existing; and

(c) To sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the subdivision plat(s) of the Property, or any part thereof, with any easements and rights-of-way to be therein contained as the Declarant shall deem necessary, proper and expedient under the conditions as may then be existing.

(d) The right, powers, and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force upon recordation of this Declaration in the Sheridan County Clerk's Office and shall remain in full force and effect thereafter until the fifteenth (15th) anniversary of the recordation of this Declaration.

11.03 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owners subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The Covenants and Restrictions shall run perpetually, subject to the rights of the Members to terminate them. Such termination will take the consent of not less than Seventy five percent (75%) of the then Owners of record, agreeing to abolish the Covenants and Restrictions in whole or in part; provided, however, that no such agreements to abolish shall be effective unless made and recorded thirty (30) days in advance of the effective date of such change; and unless written notice of the proposed agreement to abolish is sent to every Owner at least ninety (90) days in advance of any action taken.

11.04 Amendments. Except as provided in Section 11.03 of this Article XI, the Covenants and Restrictions of this Declaration may be amended and/or changed in whole or in part, only with the approval by affirmative vote of not less than seventy five per cent (75%) of the votes of the Members of the Association then entitled to vote, evidenced by a document in writing bearing each of their signatures, and duly recorded in the land records of Sheridan County, Wyoming; or by a resolution passed by the majority of the Board evidencing the consent of seventy-five percent (75.0%) of the votes of the Members, and authorizing the President of the Association to execute such document.

11.05 Enforcement. Enforcement of these Covenants and Restrictions shall be by a proceeding initiated by any Owner, Declarant, any member of the Board, or by the County of Sheridan against any person or persons violating or attempting to violate any Covenant or Restriction contained herein, either to restrain or enjoin violation or to recover damages for the violation, or both, or to enforce any lien created by this instrument. They shall have an election and right, but not an obligation or duty, to enforce these Covenants and Restrictions by a proceeding or proceedings at law or in equity. Notwithstanding any provision to the contrary in this Declaration, Declarant shall not have any duty, obligation, or responsibility to enforce any of these Covenants and Restrictions. Failure by any party to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party. Further, and with respect to any litigation brought against the Board or any of their members or representatives arising out of any action, failure to act, or performance or non-performance of duties imposed hereby, by the Board or their members or representatives, the Board and/or their

members or representatives so sued shall be entitled to recover their reasonable attorneys' fees from the person or entity bringing such action against it or them, the Board or their members or representative shall specifically be adjudicated liable to such claimant.

11.06 Imposition of Violation Fines. In the event that any person fails to cure (or fails to commence and proceed with diligence to completion) the work necessary to cure any violation of the Covenants and Restrictions contained herein within ten (10) days after receipt of written notice from the Board designating the particular violation, the Board shall have the power and authority to impose upon that person a fine for such violation (the "Violation Fine") not to exceed five hundred dollars (\$500.00). If, after the imposition of the Violation Fine, the violation has not been cured or the person has still not commenced the work necessary to cure such violation, the Board shall have the power and authority, upon ten (10) days written notice, to impose another Violation Fine which shall also not exceed five hundred dollars (\$500.00). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a person for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorneys' fees, shall be a continuing lien upon the Lot against which such Violation Fine is made.

11.07 Severability. If any one of these Covenants or Restrictions is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Covenants and Restrictions shall not be affected thereby.

11.08 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

11.09 Notices to Owners. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing.

11.10 Proposals of Declarant. The proposals of Declarant, as set forth in various provisions hereinabove, to develop

additional parcels of property for residential purposes and/or expand the Common Areas (not only geographically but also in terms of types of amenities available for use) and items of a related nature are mere proposals and expressions of the existing good faith intentions and plans of Declarant and shall not be deemed or construed as promises, solicitations, inducements, contractual commitments or material representations by Declarant upon which any person or entity can or should rely.

11.11 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Association Bylaws, shall be determined by the Board. These respective determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

IN WITNESS WHEREOF, Powder Horn Ranch, LLC, being the Declarant herein, has caused this instrument to be executed the day and year first above written.

POWDER HORN RANCH, LLC

By: Homer Scott Jr.  
Manager

STATE OF WYOMING     )  
                                  ) ss.  
County of Sheridan    )

5th The foregoing instrument was acknowledged before me this day of November, 1996, by Homer Scott, Jr., Manager of Powder Horn Ranch, LLC.

WITNESS my hand and official seal.

Charles R. Quinn  
Notary Public

My Commission Expires: June 1, 1999.



**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**THE MEADOWS PLANNED UNIT DEVELOPMENT**

A tract of land being Lots 1 through 44 and Outlot A of The Meadows Planned Unit Development located in the South Half of the Northeast quarter (S½NE¼) of Section 33, Township 55 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, being also described as follows:

Beginning at a point located S 18°29'41"W, 1648.41 feet from the Northeast Quarter Corner of said Section 33; thence S 11°35'34"E, 31.89 feet; thence along a curve to the right having a central angle of 15°33'37", a radius of 375.00 feet, and an arc length of 101.84 feet, with chord bearing and distance of S 3°48'46"E, 101.53 feet; thence S 3°58'02"W, 66.46 feet; thence along a curve to the left having a central angle of 13°08'47", a radius of 425.00 feet, and an arc length of 97.52 feet, with chord bearing and distance of S 2°36'21"E, 97.30 feet; thence S 9°10'45"E, 106.10 feet; thence S 80°49'15"W, 109.43 feet; thence along a curve to the left having a central angle of 28°00'02", a radius of 325.00 feet, and an arc length of 158.83 feet, with chord bearing and distance of S 66°49'14"W, 157.25 feet; thence S 52°49'13"W, 111.44 feet; thence along a curve to the right having a central angle of 87°49'53", a radius of 240.00 feet, and an arc length of 367.91 feet, with chord bearing and distance of N 83°15'51"W, 332.93 feet; thence N 39°20'54"W, 224.82 feet; thence along a curve to the left having a central angle of 34°28'15", a radius of 230.00 feet, and an arc length of 138.38 feet, with chord bearing and distance of N 27°10'34"E, 136.30 feet; thence N 9°56'26"E, 63.17 feet; thence along a curve to the right having a central angle of 93°30'02", a radius of 270.00 feet, and an arc length of 440.61 feet, with chord bearing and distance of N 56°41'27"E, 393.32 feet; thence S 76°33'32"E, 249.57 feet; thence along a curve to the left having a central angle of 21°15'43", a radius of 380.00 feet, and an arc length of 141.01 feet, with chord bearing and distance of S 87°11'23"E, 140.21 feet to the point of beginning,

said tract containing 9.056 acres, more or less.

STATE OF WYOMING     )  
                              ) ss.  
COUNTY OF SHERIDAN   )

THIRD SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE POWDER HORN

THIS THIRD SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 18 day of June, 1997, by Powder Horn Ranch, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant recorded a Declaration Of Covenants, Conditions And Restrictions for the Powder Horn (the "Declaration") on September, 27, 1995 in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a First Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on February 26, 1996, in Book 378, Page 321 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Second Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 10, 1996, in Book 379, Page 135 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS, Declarant, pursuant to Article II thereof, retained the right to add additional property to the scheme of said Declaration by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant is owner of that certain real property described on Exhibit C to this Third Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn ("the Additional Property"), which property represents Phase III (Three) of a master community development known as "The Powder Horn"; and

WHEREAS, Declarant desires to submit the Additional Property, together with all buildings, improvements, and other permanent fixtures of whatever kind, now or hereafter, and all easements, rights, appurtenants, of which are belonging to, or in any way pertaining thereto, to the covenants, conditions, restrictions, easements, charges, liens, assessments, privileges, and rights contained in the said Declaration, and to annex the Additional Property into the Property and the scheme of the Declaration in accordance with Section 2.02(a) of the Declaration; and

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WHEREAS Declarant, pursuant to Section 12.02 of the Declaration, wishes to amend the existing covenants for all phases of this development as set forth herein, including Phase I (One) legally described on Exhibit "A" attached hereto Phase II (Two), legally described on Exhibit "B" attached hereto; and Phase III (Three) legally described on Exhibit C attached hereto.

NOW, THEREFORE, the Declarant declares the Additional Property (described on Exhibit C) is hereby annexed into the Powder Horn pursuant to Section 2.02(a), and shall hereafter be a part of the Property, and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions and restrictions, easements, charges, liens, assessments, privileges, and rights set forth in the Declaration, all of which shall run with the land and be binding upon the Additional Property, and all parties having acquired any right, title, or interest in and to the Additional Property, or any part thereof, and shall inure to the benefit of each person having at any time an interest or estate in the Property, or any part thereof, and the Powder Horn Homeowner's Association, Inc., (the "Association").

The Declarant further declares the following amendment to the Declaration Of Covenants, Conditions And Restrictions which shall be applicable to the Property (described on Exhibits "A" and "B") and the Additional Property (described on Exhibit C), to wit:

(a) Article IX, ARCHITECTURAL AND LANDSCAPE CONTROL is hereby supplemented and amended by deleting existing paragraph 9.01 Appointment of Design Review Committee and substituting in its place the following to wit:

9.01 Appointment of Design Review Committee. The association shall have a Design Review Committee consisting of not less than three (3) nor more than five (5) persons, as specified from time to time in the development standards by resolution of the board. Not less than one member of the Design Review Committee shall be a licensed professional engineer or architect.. The Declarant shall appoint the initial members of the Design Review Committee. The association shall thereafter have the right to appoint, augment and replace all members of the Design Review Committee.

All capitalized terms used in this Third Supplementary Declaration, except as otherwise defined herein, shall have the same meaning as set forth in the Declaration.

Upon recording of this Third Supplementary Declaration The Property and all Additional Property shall be subject to the amendment hereinabove made.

IN WITNESS WHEREOF the Declarant has caused this Third Supplementary Declaration Of Covenants, Conditions and Restrictions For The Powder Horn to be executed.

POWDER HORN RANCH, LLC

By: Homer Scott Jr

Manager

STATE OF WYOMING )

) ss.

County of Sheridan )

The foregoing instrument was acknowledged before me this 18 day of June, 1997, by Homer Scott, Jr., Manager of Powder Horn Ranch, LLC.

WITNESS my hand and official seal.

Carolee Davis  
Notary Public

My commission expires: 6/11/99.

EXHIBIT A  
POWDER HORN RANCH - PHASE I  
BOUNDARY DESCRIPTION  
SEPTEMBER 25, 1995

A tract of land situated in the Northeast Quarter (NE¼) and the East Half of the Southeast Quarter (E½ SE¼) of Section 33 and in the West Half of the Southwest Quarter (W½ SW¼) of Section 34, Township 55 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, said tract being more particularly described as follows:

Beginning at a point located on the Southeasterly Right of Way Line of State Highway No. 335, said point being located S 50°13'08"W, 2302.17' from the Northeast Corner of said Section 33; Thence along a curve to the right having a radius of 1066.71', a central angle of 8°57'57", an arc length of 166.92', and chord bearing and distance of S 46°14'15"E, 166.75'; Thence N 47°15'57"E, 132.38'; Thence N 61°42'55"E, 134.88'; Thence S 56°22'12"E, 129.50'; Thence S 54°27'54"E, 108.08'; Thence along a curve to the right having a radius of 330.00', a central angle of 20°51'31", an arc length of 120.14', and chord bearing and distance of N 45°57'51"E, 119.47'; Thence N 33°36'23"W, 120.46'; Thence N 61°33'47"E, 196.67'; Thence S 76°35'39"E, 673.10'; Thence N 84°16'56"E, 100.93'; Thence S 48°35'12"E, 80.00'; Thence S 10°21'05"W, 488.56'; Thence S 3°25'40"W, 448.16'; Thence along a curve to the right having a radius of 330.00', a central angle of 41°32'27", an arc length of 239.26', and chord bearing and distance of S 45°12'58"E, 234.05'; Thence S 24°26'44"E, 391.57'; Thence along a curve to the right having a radius of 470.00', a central angle of 41°40'25", an arc length of 341.85', and chord bearing and distance of S 45°16'56"E, 334.36'; Thence S 66°07'09"E, 200.25'; Thence along a curve to the right having a radius of 380.00', a central angle of 18°52'14", an arc length of 125.15', and chord bearing and distance of S 56°41'02"E, 124.59'; Thence N 0°00'00"E, 660.23'; Thence S 71°57'34"E, 369.50'; Thence S 0°00'00"E, 155.14'; Thence S 54°20'17"E, 193.23'; Thence S 25°44'09"W, 303.13'; Thence S 32°01'22"E, 313.53'; Thence S 5°37'17"W, 87.34'; Thence S 59°24'32"W, 33.03'; Thence along a curve to the left having a radius of 595.00', a central angle of 11°03'22", an arc length of 114.81', and chord bearing and distance of S 36°07'09"E, 114.64'; Thence S 48°21'10"W, 60.00'; Thence S 80°45'18"W, 527.56'; Thence S 29°14'48"W, 474.46'; Thence N 60°45'12"W, 79.95'; Thence along a curve to the left having a radius of 75.00', a central angle of 70°24'44", an arc length of 92.17', and chord bearing and distance of S 84°02'25"W, 86.48'; Thence S 48°50'03"W, 100.00'; Thence along a curve to the right having a radius of 285.00', a central angle of 16°21'49", an arc length of 81.40', and chord bearing and distance of S 57°00'58"W, 81.12'; Thence S 65°11'53"W, 96.83'; Thence S 27°43'30"E, 66.58'; Thence S 43°17'33"W, 111.27'; Thence S 26°23'15"W, 502.54'; Thence

S.10°39'11"W, 81.35'; Thence S 5°04'53"E, 200.00'; Thence S 86°52'07"W, 175.44'; Thence along a curve to the left having a radius of 592.36', a central angle of 1°57'00", an arc length of 20.16', and chord bearing and distance of N.4°06'23"W, 20.16'; Thence N 5°04'53"W, 164.31'; Thence along a curve to the right having a radius of 325.00', a central angle of 14°38'32", an arc length of 83.06', and chord bearing and distance of N 2°14'23"E, 82.83'; Thence N.80°26'21"W, 290.47'; Thence N 26°23'15"E, 199.81'; Thence N 30°19'14"E, 221.34'; Thence N 16°25'29"E, 87.75'; Thence N 26°02'51"E, 167.84'; Thence N.55°57'22"E, 304.65'; Thence N 82°29'28"E, 290.24'; Thence S 48°10'42"E, 112.35'; Thence N 48°50'03"E, 20.89'; Thence along a curve to the right having a radius of 125.00', a central angle of 70°24'44", an arc length of 153.62', and chord bearing and distance of N 84°02'25"E, 144.13'; Thence S 60°45'12"E, 19.95'; Thence N 29°14'48"E, 183.72'; Thence West, 69.08'; Thence N.23°57'18"W, 547.35'; Thence N 37°45'08"E, 395.40'; Thence N 66°07'09"W, 109.70'; Thence along a curve to the right having a radius of 530.00', a central angle of 41°40'25", an arc length of 385.49', and chord bearing and distance of N 45°16'56"W, 377.05'; Thence N 24°26'44"W, 391.57'; Thence along a curve to the left having a radius of 270.00', a central angle of 64°53'10", an arc length of 305.77', and chord bearing and distance of N 56°53'19"W, 289.69'; Thence S.80°29'04"W, 56.56'; Thence N 89°19'54"W, 67.58'; Thence along a curve to the right having a radius of 1676.16', a central angle of 17°07'41", an arc length of 501.07', and chord bearing and distance of N 80°46'04"W, 499.21'; Thence along a curve to the right having a radius of 657.12', a central angle of 49°22'50", an arc length of 566.34', and chord bearing and distance of N 47°30'48"W, 548.97'; Thence N22°49'24"W, 100.00'; Thence along a curve to the left having a radius of 986.71', a central angle of 27°53'50", an arc length of 480.43', and chord bearing and distance of N 36°46'19"W, 475.70' to a point on the Southeasterly Right of Way Line of State Highway No. 335; Thence Along Said Southeasterly Right of Way Line N 39°16'46"E, 80.00' to the point of beginning, said tract containing 58.456 Acres, more or less.

NOW KNOWN AS:

Powder Horn Ranch Planned Unit Development, Phase I as recorded with the Sheridan County Clerk and Ex-Officio Recorder of Deeds in Drawer P, Plat No. 36, on September 27, 1995, as Document No. 208954.

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EXHIBIT B  
LEGAL DESCRIPTION  
POWDER HORN RANCH - PHASE TWO

TWO TRACTS OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW¼ NW¼) OF SECTION 3 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE¼ NE¼) OF SECTION 4, TOWNSHIP 54 NORTH, RANGE 84 WEST, AND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE¼ SE¼) OF SECTION 33 AND THE SOUTHWEST QUARTER (SW¼) OF SECTION 34, TOWNSHIP 55 NORTH, RANGE 84 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, SAID TRACTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N 84°16'28"E, 682.91 FEET FROM THE EAST ONE-SIXTEENTH CORNER BETWEEN SAID SECTION 33 AND SECTION 4; THENCE N 86°52'07"E, 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 642.36 FEET, A CENTRAL ANGLE OF 7°00'29", AND AN ARC LENGTH OF 78.57 FEET, WITH CHORD BEARING AND DISTANCE S 0°22'21"W, 78.52 FEET; THENCE S 84°16'35"E, 194.02 FEET; THENCE S 6°38'24"E, 305.54 FEET; THENCE S 69°34'05"W, 209.55 FEET; THENCE S 8°29'59"W, 222.85 FEET; THENCE S 62°58'20"W, 203.32 FEET; THENCE S 17°03'03"W, 109.50 FEET; THENCE S 47°03'21"W, 232.96 FEET; THENCE N 71°31'11"W, 182.88 FEET; THENCE N 89°07'57"W, 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 469.24 FEET, A CENTRAL ANGLE OF 49°15'04", AND AN ARC LENGTH OF 403.35 FEET, WITH CHORD BEARING AND DISTANCE OF N 25°29'35"E, 391.05 FEET; THENCE N 50°07'07"E, 184.74 FEET; THENCE N 40°49'24"W, 69.54 FEET; THENCE N 25°42'44"E, 390.00 FEET; THENCE N 23°40'14"E, 123.07 FEET; THENCE N 84°55'07"E, 75.44 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 592.36 FEET, A CENTRAL ANGLE OF 0°32'30", AND AN ARC LENGTH OF 5.60 FEET, WITH CHORD BEARING AND DISTANCE S 3°24'08"E, 5.60 FEET TO THE POINT OF BEGINNING, CONTAINING 9.065 ACRES, MORE OR LESS,

AND

BEGINNING AT A POINT LOCATED S 79°56'53"E, 804.65 FEET FROM THE QUARTER CORNER BETWEEN SAID SECTION 33 AND SECTION 34; THENCE S 71°57'34"E, 78.51 FEET; THENCE S 64°31'32"E, 195.05 FEET; THENCE N 85°51'45"E, 264.48 FEET; THENCE S 11°55'05"E, 1144.01 FEET; THENCE S 9°49'55"W, 17.28 FEET; THENCE S 17°50'01"E, 67.75 FEET; THENCE S 6°10'00"W, 129.22 FEET; THENCE S 38°19'27"W, 321.50 FEET; THENCE S 51°40'33"E, 117.27 FEET; THENCE S 14°41'24"W, 104.77

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FEET; THENCE S 45°16'28"W, 160.06 FEET; THENCE S 87°21'12"W, 168.69 FEET; THENCE N 29°38'10"W, 744.61 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 204.16 FEET, A CENTRAL ANGLE OF 4°18'22", AND AN ARC LENGTH OF 15.34 FEET, WITH CHORD BEARING AND DISTANCE S 81°01'30"W, 15.34 FEET; THENCE S 11°07'41"E, 164.74 FEET; THENCE S 21°13'43"E, 169.25 FEET; THENCE S 43°09'12"E, 182.47 FEET; THENCE S 3°58'28"E, 125.04 FEET; THENCE S 24°21'20"W, 113.70 FEET; THENCE S 67°01'55"W, 372.46 FEET; THENCE N 48°06'10"W, 136.21 FEET; THENCE S 41°53'50"W, 126.94 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 90°45'23", AND AN ARC LENGTH OF 198.00 FEET, WITH CHORD BEARING AND DISTANCE OF S 3°28'52"E, 177.94 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 90°19'04", AND AN ARC LENGTH OF 275.86 FEET, WITH CHORD BEARING AND DISTANCE S 3°42'01"E, 248.17 FEET; THENCE S 41°27'31"W, 152.51 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 13°02'24", AND AN ARC LENGTH OF 96.73 FEET, WITH CHORD BEARING AND DISTANCE S 47°58'43"W, 96.52 FEET; THENCE S 54°29'55"W, 112.71 FEET; THENCE N 35°30'05"W, 50.00 FEET; THENCE N 64°55'25"W, 98.75 FEET; THENCE N 12°37'54"W, 503.24 FEET; THENCE N 17°36'20"E, 135.90 FEET; THENCE N 81°29'00"E, 84.65 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 930.00 FEET, A CENTRAL ANGLE OF 37°45'48", AND AN ARC LENGTH OF 612.96 FEET, WITH CHORD BEARING AND DISTANCE N 10°21'54"E, 601.92 FEET; THENCE S 60°45'12"E, 60.00 FEET; THENCE N 29°14'48"E, 474.01 FEET; THENCE N 80°45'18"E, 527.56 FEET; THENCE N 48°21'10"E, 60.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 595.00 FEET, A CENTRAL ANGLE OF 11°03'22", AND AN ARC LENGTH OF 114.81 FEET, WITH CHORD BEARING AND DISTANCE N 36°07'09"W, 114.64 FEET; THENCE N 59°24'32"E, 33.03 FEET; THENCE N 5°37'17"E, 87.34 FEET; THENCE N 32°01'22"W, 313.53 FEET; THENCE N 25°44'09"E, 303.12 FEET; THENCE N 54°20'17"W, 193.23 FEET; THENCE NORTH, 155.14 FEET TO THE POINT OF BEGINNING, CONTAINING 44.555 ACRES, MORE OR LESS,

SAID TRACTS TOTALING 53.620 ACRES.

NOW KNOWN AS:

Powder Horn Ranch Ranch, Planned Unit Development, Phase Two.  
A subdivision in Sheridan County, Wyoming, as recorded with  
the Sheridan County Clerk and Ex-Officio Recorder of Deeds on  
March 29, 1996, Plat Number P-38, Instrument Number 222993.

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EXHIBIT C  
LEGAL DESCRIPTION  
PHASE THREE  
POWDER HORN RANCH  
PLANNED UNIT DEVELOPMENT

A tract of land located in the East Half of the Northeast Quarter of Section 4, and the Southwest Quarter of the Northwest Quarter of Section 3, Township 54 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, being more particularly described as follows:

Beginning at a point located S04°43'25"W, 1307.23 feet from the East sixteenth corner between Section 4, Township 54 North and Section 33, Township 55 North; thence S72°31'40"E, 53.82 feet; thence S53°41'30"E, 196.60 feet; thence N71°46'33"E, 166.61 feet; thence N65°56'48"E, 118.38 feet; thence S28°19'01"E, 224.60 feet; thence N51°38'05"E, 50.78 feet; thence N28°19'01"W, 257.30 feet; thence N43°22'58"E, 161.55 feet; thence N15°11'52"E, 93.40 feet; thence S80°32'38"E, 151.60 feet; thence S57°39'58"E, 452.54 feet; thence S20°08'24"W, 136.95 feet; thence along a curve to the right having a radius of 775.00 feet, a central angle of 13°53'14", and an arc length of 187.84 feet, with a chord bearing and distance S62°54'59"E, 187.38 feet; thence S55°58'22"E, 432.53 feet; thence along a curve to the left having a radius of 275.00 feet, a central angle of 30°15'15", and an arc length of 145.21 feet, with a chord bearing and distance S71°06'00"E, 143.53 feet; thence S86°13'38"E, 43.60 feet; thence along a curve to the left having a radius of 425.00 feet, a central angle of 6°44'40", and an arc length of 50.03 feet, with a chord bearing and distance S03°46'22"W, 50.00 feet; thence N86°13'38"W, 43.60 feet; thence along a curve to the right having a radius of 325.00 feet, a central angle of 30°15'15", and an arc length of 171.61 feet, with a chord bearing and distance N71°06'00"W, 169.62 feet; thence N55°58'22"W, 181.88 feet; thence S34°01'38"W, 94.33 feet; thence S87°44'24"W, 136.47 feet; thence N74°33'02"W, 505.12 feet; thence N31°40'34"W, 182.64 feet; thence along a curve to the left having a radius of 375.00 feet, a central angle of 6°41'21", and an arc length of 43.78 feet, with a chord bearing and distance S54°58'46"W, 43.76 feet; thence S51°38'05"W, 80.61 feet; thence S38°21'55"E, 221.71 feet; thence S60°50'41"W, 407.36 feet; thence S72°51'20"W, 164.67 feet; thence S08°28'25"W, 18.00 feet; thence S57°01'17"W, 265.78 feet; thence along a curve to the right having a radius of 325.00 feet, a central angle of 56°10'02", and an arc length of 318.80 feet, with a chord bearing and distance N0°39'01"E, 305.99 feet; thence N61°15'58"W, 68.76 feet; thence N01°16'18"W, 112.46 feet; thence N28°44'02"E, 176.21 feet; thence along a curve to the right having a radius of 285.00 feet, a central angle of 60°20'31", and an arc length of 300.15 feet, with a chord bearing and distance N12°41'55"W, 286.47 feet; thence N17°28'20"E, 168.20 feet; thence along a curve to the left having a radius of 275.00 feet, a central angle of 18°44'38", and an arc length of 88.96 feet, with a chord bearing and length N8°06'01"E, 89.56 feet; thence N01°16'18"W, 100.06 feet; thence along a curve to the right having a radius of 469.24 feet, a central angle of 2°08'21", and an arc length of 17.52 feet, with a chord bearing and distance N0°12'07"W, 17.52 feet; thence S89°07'57"E, 50.00 feet; thence along a curve to the left having a radius of 419.24 feet, a central angle of 2°08'27", and an arc length of 15.67 feet, with a chord bearing and distance S0°12'10"E, 15.66 feet; thence S01°16'18"E, 100.04 feet; thence along a curve to the right having a radius 325.00 feet, a central angle of 18°44'38", and an arc length of 106.32 feet, with a chord bearing and distance S08°06'01"W, 105.85 feet; thence S17°28'20"W, 168.20 feet to the point of beginning, containing 18.79 acres, more or less.

Now known as Powder Horn Ranch, Planned Unit Development, Phase Three. A Subdivision in Sheridan County, Wyoming, as recorded with the Sheridan County Clerk and Ex-Officio Recorder of Deeds on April 29, 1997, Plat Number P-42, Instrument Number 254035.

STATE OF WYOMING     )  
                              ) ss.  
COUNTY OF SHERIDAN   )

FOURTH SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE POWDER HORN

THIS FOURTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS is made this 31<sup>st</sup> day of October, 1997, by Powder Horn Ranch, LLC, a  
Wyoming Limited Liability Company, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant recorded a Declaration Of Covenants, Conditions And Restrictions for the  
Powder Horn (the "Declaration") on September, 27, 1995 in Book 375, Page 563 of the records  
of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a First Supplementary Declaration Of Covenants, Conditions And  
Restrictions for The Powder Horn on February 26, 1996, in Book 378, Page 321 of the Records  
of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Second Supplementary Declaration Of Covenants, Conditions  
And Restrictions for The Powder Horn on April 10, 1996, in Book 379, Page 135 of the Records  
of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Third Supplementary Declaration Of Covenants, Conditions  
And Restrictions for The Powder Horn on June 19, 1997, in Book 386, Page 401 of the Records  
of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS, Declarant, pursuant to Article II thereof, retained the right to add additional  
property to the scheme of said Declaration by filing of record Supplementary Declarations of  
Covenants, Conditions and Restrictions; and

WHEREAS, Declarant is owner of that certain real property described on Exhibit A to this Fourth  
Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn ("the  
Additional Property"), which property represents an extension of Phase III (Three), titled Powder  
Horn Minor No. 4, of a master community development known as "The Powder Horn"; and

WHEREAS, Declarant desires to submit the Additional Property, together with all buildings,  
improvements, and other permanent fixtures of whatever kind, now or hereafter, and all

easements, rights, appurtenants, of which are belonging to, or in any way pertaining thereto, to the covenants, conditions, restrictions, easements, charges, liens, assessments, privileges, and rights contained in the said Declaration, and to annex the Additional Property into the Property and the scheme of the Declaration in accordance with Section 2.02(a) of the Declaration; and

NOW, THEREFORE, the Declarant declares the Additional Property (described on Exhibit A) is hereby annexed into the Powder Horn pursuant to Section 2.02(a), and shall hereafter be a part of the Property, and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions and restrictions, easements, charges, liens, assessments, privileges, and rights set forth in the Declaration, all of which shall run with the land and be binding upon the Additional Property, and all parties having acquired any right, title, or interest in and to the Additional Property, or any part thereof, and shall inure to the benefit of each person having at any time an interest or estate in the Property, or any part thereof, and the Powder Horn Homeowner's Association, Inc., (the "Association").

All capitalized terms used in this Fourth Supplementary Declaration, except as otherwise defined herein, shall have the same meaning as set forth in the Declaration.

Upon recording of this Fourth Supplementary Declaration The Property and all Additional Property shall be subject to the amendment herein above made.

IN WITNESS WHEREOF the Declarant has caused this Fourth Supplementary Declaration Of Covenants, Conditions and Restrictions For The Powder Horn to be executed.

POWDER HORN RANCH, LLC

By: 

Manager

STATE OF WYOMING     )  
                                      ) ss.  
County of Sheridan     )

The foregoing instrument was acknowledged before me this 31st day of October, 1997, by Homer Scott, Jr., Manager of Powder Horn Ranch, LLC.

WITNESS my hand and official seal.

  
Notary Public

My commission expires: June 11, 1999

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**Powder Horn Ranch**  
**Planned Unit Development**  
**Extension of Phase III (Three)**  
**Powder Horn Ranch Minor No. 4 Subdivision**

Lots 1, 2, 3, 4, and 5, Block N, Powder Horn Ranch Minor No. 4 Subdivision, an extension of Powder Horn Ranch Planned Unit Development, Phase III, being a subdivision in Sheridan County, Wyoming, as recorded with the Sheridan County Clerk and Ex-Officio Recorder of Deeds on October 28, 1997, Plat Number P-44, Instrument Number 269323.



STATE OF WYOMING     )  
                              ) ss.  
COUNTY OF SHERIDAN   )

FIFTH SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE POWDER HORN

THIS FIFTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 26<sup>TH</sup> day of February, 1998, by Powder Horn Ranch, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant recorded a Declaration Of Covenants, Conditions And Restrictions for the Powder Horn (the "Declaration") on September, 27, 1995 in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a First Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on February 26, 1996, in Book 378, Page 321 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Second Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 10, 1996, in Book 379, Page 135 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Third Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on June 19, 1997, in Book 386, Page 401 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fourth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on November 4, 1997, in Book 389, Page 16 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS, Declarant, pursuant to Article II thereof, retained the right to add additional property to the scheme of said Declaration by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant is owner of that certain real property described on Exhibit A to this Fourth Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn ("the Additional Property"), which property represents an extension of Phase III (Three), titled Powder

Horn Minor No. 5 and Powder Horn Minor No. 6, of a master community development known as "The Powder Horn"; and

WHEREAS, Declarant desires to submit the Additional Property, together with all buildings, improvements, and other permanent fixtures of whatever kind, now or hereafter, and all easements, rights, appurtenants, of which are belonging to, or in any way pertaining thereto, to the covenants, conditions, restrictions, easements, charges, liens, assessments, privileges, and rights contained in the said Declaration, and to annex the Additional Property into the Property and the scheme of the Declaration in accordance with Section 2.02(a) of the Declaration; and

NOW, THEREFORE, the Declarant declares the Additional Property (described on Exhibit A) is hereby annexed into the Powder Horn pursuant to Section 2.02(a), and shall hereafter be a part of the Property, and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions and restrictions, easements, charges, liens, assessments, privileges, and rights set forth in the Declaration, all of which shall run with the land and be binding upon the Additional Property, and all parties having acquired any right, title, or interest in and to the Additional Property, or any part thereof, and shall inure to the benefit of each person having at any time an interest or estate in the Property, or any part thereof, and the Powder Horn Homeowner's Association, Inc., (the "Association").

All capitalized terms used in this Fifth Supplementary Declaration, except as otherwise defined herein, shall have the same meaning as set forth in the Declaration.

Upon recording of this Fifth Supplementary Declaration The Property and all Additional Property shall be subject to the amendment herein above made.

IN WITNESS WHEREOF the Declarant has caused this Fifth Supplementary Declaration Of Covenants, Conditions and Restrictions For The Powder Horn to be executed.

POWDER HORN RANCH, LLC

By: Homer Scott, Jr.

Manager

STATE OF WYOMING     )  
                                      ) ss.  
County of Sheridan     )

The foregoing instrument was acknowledged before me this 26th day of February, 1998, by Homer Scott, Jr., Manager of Powder Horn Ranch, LLC.

WITNESS my hand and official seal.

Charles Quinn  
Notary Public

My commission expires: June 11, 1999

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
Powder Horn Ranch  
Planned Unit Development  
Extension of Phase III (Three)  
Powder Horn Ranch Minor No. 5 Subdivision  
and  
Powder Horn Ranch Minor No. 6 Subdivision

Powder Horn Ranch Minor No. 5 Subdivision, a subdivision in Sheridan County, Wyoming filed in Drawer P, Number 45 in the Office of the Sheridan County Clerk.

Powder Horn Ranch Minor No. 6 Subdivision, a subdivision in Sheridan County, Wyoming filed in Drawer P, Number 46 in the Office of the Sheridan County Clerk.

RECORDED JULY 22, 1998 BK 394 PG 518 NO 291095 RONALD L. DAILEY, COUNTY CLERK

STATE OF WYOMING     )  
                              ) ss.  
COUNTY OF SHERIDAN   )

SIXTH SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE POWDER HORN

THIS SIXTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 15<sup>TH</sup> day of July, 1998, by Powder Horn Ranch, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant recorded a Declaration Of Covenants, Conditions And Restrictions for the Powder Horn (the "Declaration") on September, 27, 1995 in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a First Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on February 26, 1996, in Book 378, Page 321 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Second Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 10, 1996, in Book 379, Page 135 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Third Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on June 19, 1997, in Book 386, Page 401 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fourth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on November 4, 1997, in Book 389, Page 16 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fifth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on March 3, 1998, in Book 391, Page 27 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS, Declarant, pursuant to Article II thereof, retained the right to add additional property to the scheme of said Declaration by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant is owner of that certain real property described on Exhibit A to this Sixth Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn ("the Additional Property"), which property represents Phase Four of a master community development known as "The Powder Horn"; and

WHEREAS, Declarant desires to submit the Additional Property, together with all buildings, improvements, and other permanent fixtures of whatever kind, now or hereafter, and all easements, rights, appurtenants, of which are belonging to, or in any way pertaining thereto, to the covenants, conditions, restrictions, easements, charges, liens, assessments, privileges, and rights contained in the said Declaration, and to annex the Additional Property into the Property and the scheme of the Declaration in accordance with Section 2.02(a) of the Declaration; and

NOW, THEREFORE, the Declarant declares the Additional Property (described on Exhibit A) is hereby annexed into the Powder Horn pursuant to Section 2.02(a), and shall hereafter be a part of the Property, and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions and restrictions, easements, charges, liens, assessments, privileges, and rights set forth in the Declaration, all of which shall run with the land and be binding upon the Additional Property, and all parties having acquired any right, title, or interest in and to the Additional Property, or any part thereof, and shall inure to the benefit of each person having at any time an interest or estate in the Property, or any part thereof, and the Powder Horn Homeowner's Association, Inc., (the "Association").

All capitalized terms used in this Sixth Supplementary Declaration, except as otherwise defined herein, shall have the same meaning as set forth in the Declaration.

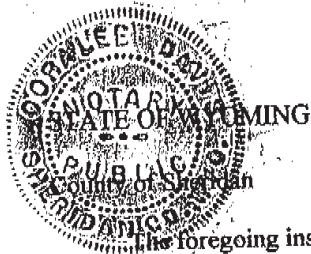
Upon recording of this Sixth Supplementary Declaration The Property and all Additional Property shall be subject to the amendment herein above made.

IN WITNESS WHEREOF the Declarant has caused this Sixth Supplementary Declaration Of Covenants, Conditions and Restrictions For The Powder Horn to be executed.

POWDER HORN RANCH, LLC

By: 

Manager



)  
) ss.  
)

The foregoing instrument was acknowledged before me this 15th day of July, 1998, by  
Homer Scott, Jr., Manager of Powder Horn Ranch, LLC.

WITNESS my hand and official seal.

*Coralie Devine*  
\_\_\_\_\_  
Notary Public

My commission expires: June 11, 1999

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**Powder Horn Ranch**  
**Planned Unit Development**  
**PHASE FOUR**

A subdivision in Sheridan County, Wyoming, filed as Plat P - 48.



STATE OF WYOMING )

) ss.

COUNTY OF SHERIDAN )

SEVENTH SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE POWDER HORN

THIS SEVENTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS is made this 10th day of April, 2000, by Powder Horn Ranch, LLC, a  
Wyoming Limited Liability Company, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant recorded a Declaration Of Covenants, Conditions And Restrictions for the  
Powder Horn (the "Declaration") on September, 27, 1995 in Book 375, Page 563 of the records  
of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a First Supplementary Declaration Of Covenants, Conditions And  
Restrictions for The Powder Horn on February 26, 1996, in Book 378, Page 321 of the Records  
of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Second Supplementary Declaration Of Covenants, Conditions  
And Restrictions for The Powder Horn on April 10, 1996, in Book 379, Page 135 of the Records  
of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Third Supplementary Declaration Of Covenants, Conditions  
And Restrictions for The Powder Horn on June 19, 1997, in Book 386, Page 401 of the Records  
of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fourth Supplementary Declaration Of Covenants, Conditions  
And Restrictions for The Powder Horn on November 4, 1997, in Book 389, Page 16 of the  
Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fifth Supplementary Declaration Of Covenants, Conditions  
And Restrictions for The Powder Horn on March 3, 1998, in Book 391, Page 27 of the Records  
of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Sixth Supplementary Declaration Of Covenants, Conditions  
And Restrictions for The Powder Horn on July 22, 1998, in Book 394, Page 518 of the Records  
of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

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WHEREAS, Declarant, pursuant to Article II thereof, retained the right to add additional property to the scheme of said Declaration by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant is owner of that certain real property described on Exhibit A to this Sixth Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn ("the Additional Property"), which property represents Phase Six of a master community development known as "The Powder Horn"; and

WHEREAS, Declarant desires to submit the Additional Property, together with all buildings, improvements, and other permanent fixtures of whatever kind, now or hereafter, and all easements, rights, appurtenants, of which are belonging to, or in any way pertaining thereto, to the covenants, conditions, restrictions, easements, charges, liens, assessments, privileges, and rights contained in the said Declaration, and to annex the Additional Property into the Property and the scheme of the Declaration in accordance with Section 2.02(a) of the Declaration; and

WHEREAS Declarant, pursuant to Section 12.02 of the Declaration, wishes to amend the existing covenants for all phases of this development as set forth herein, including the Additional Property.

NOW, THEREFORE, the Declarant declares the Additional Property (described on Exhibit A) is hereby annexed into the Powder Horn pursuant to Section 2.02(a), and shall hereafter be a part of the Property, and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions and restrictions, easements, charges, liens, assessments, privileges, and rights set forth in the Declaration, all of which shall run with the land and be binding upon the Additional Property, and all parties having acquired any right, title, or interest in and to the Additional Property, or any part thereof, and shall inure to the benefit of each person having at any time an interest or estate in the Property, or any part thereof, and the Powder Horn Homeowner's Association, Inc., (the "Association").

The Declarant further declares the following amendment to the Declaration Of Covenants, Conditions And Restrictions which shall be applicable to the Property and the Additional Property, to wit:

ARTICLE I, DEFINITIONS, subparagraph (e) "Lot" is hereby supplemented and amended by adding the following language, to wit:

"For purposes of calculating association fees and membership rights, a lot owner who builds on two lots, thereafter rendering it impossible to split the lots or sell them separately, shall be considered the owner of one lot."

All capitalized terms used in this Seventh Supplementary Declaration, except as otherwise defined

herein, shall have the same meaning as set forth in the Declaration.

Upon recording of this Seventh Supplementary Declaration The Property and all Additional Property shall be subject to the amendment herein above made.

IN WITNESS WHEREOF the Declarant has caused this Seventh Supplementary Declaration Of Covenants, Conditions and Restrictions For The Powder Horn to be executed.

POWDER HORN RANCH, LLC

By: Homer Scott Jr.

Manager

STATE OF WYOMING )

) ss.

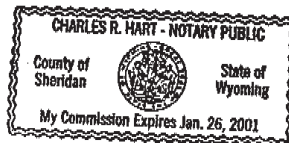
County of Sheridan )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April 2000, by Homer Scott, Jr., Manager of Powder Horn Ranch, LLC.

WITNESS my hand and official seal.

Charles R. Hart  
Notary Public

My commission expires: \_\_\_\_\_



"A" 670  
The instrument was  
recorded on page  
of Book of  
County of  
State of

5438

RECORDED DECEMBER 8, 2000 BK 419 PG 516 NO 363464 AUDREY KOLTISKA, COUNTY CLERK

STATE OF WYOMING     )  
                              ) ss.  
COUNTY OF SHERIDAN   )

EIGHTH SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE POWDER HORN

THIS EIGHTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS is made this 7th day of December, 2000, by Powder Horn Ranch, LLC, a  
Wyoming Limited Liability Company, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant recorded a Declaration Of Covenants, Conditions And Restrictions for the  
Powder Horn (the "Declaration") on September, 27, 1995 in Book 375, Page 563 of the records  
of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a First Supplementary Declaration Of Covenants, Conditions And  
Restrictions for The Powder Horn on February 26, 1996, in Book 378, Page 321 of the Records  
of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Second Supplementary Declaration Of Covenants, Conditions  
And Restrictions for The Powder Horn on April 10, 1996, in Book 379, Page 135 of the Records  
of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Third Supplementary Declaration Of Covenants, Conditions  
And Restrictions for The Powder Horn on June 19, 1997, in Book 386, Page 401 of the Records  
of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fourth Supplementary Declaration Of Covenants, Conditions  
And Restrictions for The Powder Horn on November 4, 1997, in Book 389, Page 16 of the  
Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fifth Supplementary Declaration Of Covenants, Conditions  
And Restrictions for The Powder Horn on March 3, 1998, in Book 391, Page 27 of the Records  
of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Sixth Supplementary Declaration Of Covenants, Conditions  
And Restrictions for The Powder Horn on July 22, 1998, in Book 394, Page 518 of the Records  
of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Seventh Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 11, 2000, in Book 413, Page 667 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS, Declarant, pursuant to Article II thereof, retained the right to add additional property to the scheme of said Declaration by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant is owner of that certain real property described on Exhibit A to this Sixth Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn ("the Additional Property"), which property represents Phase Seven of a master community development known as "The Powder Horn"; and

WHEREAS, Declarant desires to submit the Additional Property, together with all buildings, improvements, and other permanent fixtures of whatever kind, now or hereafter, and all easements, rights, appurtenants, of which are belonging to, or in any way pertaining thereto, to the covenants, conditions, restrictions, easements, charges, liens, assessments, privileges, and rights contained in the said Declaration, and to annex the Additional Property into the Property and the scheme of the Declaration in accordance with Section 2.02(a) of the Declaration; and

NOW, THEREFORE, the Declarant declares the Additional Property (described on Exhibit A) is hereby annexed into the Powder Horn pursuant to Section 2.02(a), and shall hereafter be a part of the Property, and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions and restrictions, easements, charges, liens, assessments, privileges, and rights set forth in the Declaration, all of which shall run with the land and be binding upon the Additional Property, and all parties having acquired any right, title, or interest in and to the Additional Property, or any part thereof, and shall inure to the benefit of each person having at any time an interest or estate in the Property, or any part thereof, and the Powder Horn Homeowner's Association, Inc., (the "Association").

All capitalized terms used in this Eighth Supplementary Declaration, except as otherwise defined herein, shall have the same meaning as set forth in the Declaration.

Upon recording of this Eighth Supplementary Declaration The Property and all Additional Property shall be subject to the amendment herein above made.

IN WITNESS WHEREOF the Declarant has caused this Eighth Supplementary Declaration Of Covenants, Conditions and Restrictions For The Powder Horn to be executed.

POWDER HORN RANCH, LLC

By: 

Manager

STATE OF WYOMING     )  
                                  ) ss.  
County of Sheridan     )

The foregoing instrument was acknowledged before me this 4 day of December, 2000,  
by Homer Scott, Jr., Manager of Powder Horn Ranch, LLC.

WITNESS my hand and official seal.

Charles R. Hart  
Notary Public

My commission expires: \_\_\_\_\_





**EXHIBIT A**  
**LEGAL DESCRIPTION**  
Powder Horn Ranch  
Planned Unit Development  
PHASE VII (SEVEN)

**Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Block Y, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23, Block R, Powder Horn Ranch, Planned Unit Development, Phase Seven. A subdivision in Sheridan County, Wyoming, filed as Plat # P- 56.**

STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF SHERIDAN    )

NINTH SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE POWDER HORN

THIS NINTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 26 day of July, 2002, by Powder Horn Ranch, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "Declarant"), and Powder Horn Ranch - 2, L.L.C., a Wyoming Limited Liability Company.

WITNESSETH:

WHEREAS, Declarant recorded a Declaration Of Covenants, Conditions And Restrictions for the Powder Horn (the "Declaration") on September, 27, 1995 in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a First Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on February 26, 1996, in Book 378, Page 321 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Second Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 10, 1996, in Book 379, Page 135 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Third Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on June 19, 1997, in Book 386, Page 401 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fourth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on November 4, 1997, in Book 389, Page 16 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fifth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on March 3, 1998, in Book 391, Page 27 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Sixth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 22, 1998, in Book 394, Page 518 of the Records of the

Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Seventh Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 11, 2000, in Book 413, Page 667 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded an Eighth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on December 8, 2000, in Book 419, Page 516 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS, Declarant, pursuant to Article II thereof, retained the right to add additional property to the scheme of said Declaration by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant is owner of that certain real property described on Exhibit A to this Ninth Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn ("the Additional Property"), which property represents Phase Eight of a master community development known as "The Powder Horn"; and

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C. desire to add to scheme of these covenants the property which is owned by Powder Horn Ranch - 2, L.L.C., and described on Exhibit B to this Ninth Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn ("the Additional Property"), which property represents Powder Horn Ranch -2 Planned Unit Development, Phase One; and

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C., desire to submit the Additional Property described on Exhibits A and B, together with all buildings, improvements, and other permanent fixtures of whatever kind, now or hereafter, and all easements, rights, appurtenants, of which are belonging to, or in any way pertaining thereto, to the covenants, conditions, restrictions, easements, charges, liens, assessments, privileges, and rights contained in the said Declaration, and to annex the Additional Property into the Property and the scheme of the Declaration in accordance with Section 2.02(a) of the Declaration; and

WHEREAS Declarant, pursuant to Section 12.02 of the Declaration, wishes to amend the existing covenants for all phases of this development as set forth herein, including all of the Additional Property.

NOW, THEREFORE, the Declarant and Powder Horn Ranch - 2, L.L.C., declare the Additional Property (described on Exhibit A and Exhibit B) is hereby annexed into the Powder Horn pursuant to Section 2.02(a), and shall hereafter be a part of the Property, and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions and restrictions, easements, charges, liens, assessments, privileges, and rights set forth in the Declaration, all of which shall run with the land and be binding upon the Additional Property, and all parties having acquired any right, title, or interest in and to the Additional Property, or any part thereof, and shall inure to

the benefit of each person having at any time an interest or estate in the Property, or any part thereof, and the Powder Horn Homeowner's Association, Inc., (the "Association").

The Declarant further declares the following amendment to the Declaration Of Covenants, Conditions And Restrictions which shall be applicable to the Property and the Additional Property, to wit:

ARTICLE IX, ARCHITECTURAL AND LANDSCAPE CONTROL is hereby supplemented and amended by deleting existing paragraph 9.07 On-Site Parking and substituting in its place the following to wit:

" 9.07 On Site Parking. The following on site parking rules and procedures shall be followed:

- (a) Each Single family residential dwelling shall provide an enclosed garage space to shelter a minimum of two conventional automobiles or pickup, and sufficient driveway space (within the boundaries of the lot) for the parking of at least two guest automobiles or pickups. A pickup is defined as having less than 1.0 ton capacity.
- (b) Homeowners who possess trucks (truck or pickup larger than 1.0 or more ton capacity), non-operating or non-licensed automobiles, buses, motor homes, fifth wheel trailers, camper trailers, camper vehicles (except camper shells mounted upon pickups), hauling trailers, boats, motorcycles, snowmobiles, wet ski machines, ATV's, or any other motorized vehicle (other than a conventional automobile or pickup), must store or park such vehicles within an enclosed garage (screened parking areas do not qualify as an enclosed garage or storage area). Over-the-road tractors, flat bed trucks, work vehicles (not an automobile or pickup), and farm tractors are not allowed for enclosed storage.
- (c) The maximum number of owner vehicles allowed in the owner's open driveway area is four.
- (d) On-site outdoor parking areas for vehicles shall be approved concrete or asphalt surfaces. Gravel, grass, or dirt surfaces will not be permitted.
- (e) The parking of guest's recreational vehicles, trucks with campers, 5<sup>th</sup> wheel trailers, or other guest items (exclusive of automobiles or pickups) is limited to 72 hours at a time (on-site camping in the vehicles is prohibited). School buses are prohibited. There is no restriction for a guest's car or pickup.
- (f) The parking of an owner's ATV, camper, 5<sup>th</sup> wheel house trailers, travel or hauling trailers, boats, snowmobiles, and recreational vehicles is restricted to 48 hours at a time.
- (g) Owner over-the-road tractors, flat bed trucks, and farm tractors are restricted to daylight parking only. Owner garden tractors and bobcats are not allowed for overnight

parking. Delivery and Repair trucks are allowed for daylight parking only. Work vehicles (not an automobile or pickup) are prohibited from on-site parking."

The Declarant further declares the following amendment to the Declaration Of Covenants, Conditions And Restrictions which shall be applicable to the Property and the Additional Property, to wit:

ARTICLE IX, ARCHITECTURAL AND LANDSCAPE CONTROL is hereby supplemented and amended by adding the following to existing paragraph 9.25 Chimneys, Outdoor Fires and Fireplaces, to wit:

"(c) Open Burning - No burning of residues, trees, grass, refuse, or garbage is allowed."

Upon recording of this Ninth Supplementary Declaration The Property and all Additional Property shall be subject to the amendments herein above made.

IN WITNESS WHEREOF the Declarant and Powder Horn Ranch - 2, L.L.C. have caused this Ninth Supplementary Declaration Of Covenants, Conditions and Restrictions For The Powder Horn to be executed.

POWDER HORN RANCH, LLC

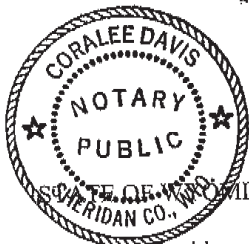
By: \_\_\_\_\_

Manager

POWDER HORN RANCH - 2, L.L.C.

By: \_\_\_\_\_

Manager



STATE OF WYOMING )  
SHERIDAN CO., WYOMING ) ss.  
County of Sheridan )

The foregoing instrument was acknowledged before me this 16 day of July, 2002, by Homer Scott, Jr., Manager of Powder Horn Ranch, LLC, and Manager of Powder Horn Ranch - 2, L.L.C.

WITNESS my hand and official seal.

Notary Public

My commission expires: January, 2003

EXHIBIT "A"

LEGAL DESCRIPTION

Powder Horn Ranch, Planned Unit Development, Phase 8

A TRACT OF LAND LOCATED IN SE1/4 AND THE SE1/4NE1/4 OF SECTION 33, T55N, R84W, OF THE 6TH P.M., SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF POWDER HORN ROAD, SAID POINT LIES N70°45'09"W, 571.46 FEET FROM A THE EAST 1/4 CORNER OF SECTION 33; THENCE S15°00'00"W, 101.48 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 70°50'03", A RADIUS OF 250.00 FEET, AN ARC LENGTH OF 309.07 FEET, AND A CHORD S50°25'01"W, 289.76 FEET; THENCE S01°34'24"W, 185.80 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 13°55'24", A RADIUS OF 525.00 FEET, AN ARC LENGTH OF 127.58 FEET, AND A CHORD S08°32'06"W, 127.27 FEET; THENCE S15°29'48"W, 173.41 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 11°18'48", A RADIUS OF 975.00 FEET, AN ARC LENGTH OF 192.52 FEET, AND A CHORD S09°50'24"W, 192.21 FEET; THENCE S04°11'00"W, 240.50 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 56°56'39", A RADIUS OF 55.00 FEET, AN ARC LENGTH OF 54.66 FEET, AND A CHORD S32°39'20"W, 52.44 FEET; THENCE S04°11'00"W, 111.17 FEET; THENCE N75°00'47"W, 162.93 FEET; THENCE N08°08'45"E, 496.63 FEET; THENCE N14°22'07"E, 281.89 FEET; THENCE N05°06'14"E, 104.58 FEET; THENCE S89°02'20"W, 366.77 FEET; THENCE S13°13'07"W, 70.73 FEET; THENCE N81°45'17"W, 145.50 FEET; THENCE N50°13'03"W, 66.46 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 74°39'18", A RADIUS OF 330.00 FEET, AN ARC LENGTH OF 429.98 FEET, AND A CHORD N54°14'45"E, 400.20 FEET; THENCE S88°25'36"E, 394.84 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 76°34'24", A RADIUS OF 190.00 FEET, AN ARC LENGTH OF 253.93 FEET, AND A CHORD N53°17'12"E, 235.45 FEET; THENCE N15°00'00"E, 75.86 FEET; THENCE N81°52'25"E, 65.24 FEET TO THE POINT OF BEGINNING. SAID TRACT HAVING AN AREA OF 7.42 ACRES MORE OR LESS.

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EXHIBIT "B"

POWDER HORN RANCH - 2  
PLANNED UNIT DEVELOPMENT  
PHASE ONE

A TRACT OF LAND BEING A REPLAT OF LOT 16, BLOCK M, POWDER HORN RANCH P.U.D. PHASE 3 AND A TRACT LOCATED IN THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 54 NORTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED  $S43^{\circ}02'16''E$ , 2043.23 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 4, SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY OF CANYON VIEW DRIVE; THENCE ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE LEFT HAVING A RADIUS OF 285.00 FEET, A LENGTH OF 77.39 FEET, A DELTA OF  $15^{\circ}33'27''$  WITH CHORD BEARING AND DISTANCE OF  $S35^{\circ}05'27''E$ , 77.15 FEET TO THE NORTHWEST CORNER OF LOT 17, BLOCK M, POWDER HORN RANCH, PLANNED UNIT DEVELOPMENT, PHASE THREE; THENCE LEAVING SAID RIGHT-OF-WAY ALONG THE WESTERLY LOT LINE OF SAID LOT 17  $S28^{\circ}44'02''W$ , 142.81 FEET TO THE SOUTHWEST CORNER OF SAID LOT 17; THENCE ALONG THE SOUTHERLY LOT LINE OF SAID LOT 17  $S61^{\circ}15'58''E$ , 125.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 17, SAID CORNER ALSO BEING ON THE WESTERLY RIGHT-OF-WAY OF HEATHER HILL LANE; THENCE ALONG SAID RIGHT-OF-WAY  $S28^{\circ}44'02''W$ , 130.80 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET, A LENGTH OF 449.32 FEET, A DELTA OF  $79^{\circ}12'46''$  WITH CHORD BEARING AND DISTANCE OF  $S10^{\circ}52'21''E$ , 414.38 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY  $S50^{\circ}28'44''E$ , 504.19 FEET; THENCE LEAVING SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 950.00 FEET, A LENGTH OF 81.66 FEET, A DELTA OF  $4^{\circ}55'30''$  WITH CHORD BEARING AND DISTANCE OF  $S48^{\circ}00'59''E$ , 81.63 FEET; THENCE  $S45^{\circ}57'14''W$ , 45.21 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, A LENGTH OF 46.15 FEET, A DELTA OF  $15^{\circ}06'40''$  WITH CHORD BEARING AND DISTANCE OF  $S38^{\circ}23'54''W$ , 46.02 FEET; THENCE  $N59^{\circ}10'44''W$ , 192.98 FEET; THENCE  $S39^{\circ}31'16''W$ , 106.53 FEET; THENCE  $N52^{\circ}51'45''W$ , 570.57 FEET; THENCE  $N39^{\circ}14'09''W$ , 548.10 FEET; THENCE  $N51^{\circ}56'55''E$ , 693.30 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 9.67 ACRES, MORE OR LESS.



STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF SHERIDAN    )

TENTH SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE POWDER HORN

THIS TENTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 6<sup>th</sup> day of August, 2003, by Powder Horn Ranch, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "Declarant"), and Powder Horn Ranch - 2, L.L.C., a Wyoming Limited Liability Company.

WITNESSETH:

WHEREAS, Declarant recorded a Declaration Of Covenants, Conditions And Restrictions for the Powder Horn (the "Declaration") on September, 27, 1995 in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a First Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on February 26, 1996, in Book 378, Page 321 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Second Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 10, 1996, in Book 379, Page 135 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Third Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on June 19, 1997, in Book 386, Page 401 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fourth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on November 4, 1997, in Book 389, Page 16 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fifth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on March 3, 1998, in Book 391, Page 27 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Sixth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 22, 1998, in Book 394, Page 518 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

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WHEREAS Declarant recorded a Seventh Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 11, 2000, in Book 413, Page 667 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded an Eighth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on December 8, 2000, in Book 419, Page 516 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Ninth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 24, 2002, in Book 435, Page 681 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS, Declarant, pursuant to Article II thereof, retained the right to add additional property to the scheme of said Declaration by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C. desire to add to scheme of these covenants the property which is owned by Powder Horn Ranch - 2, L.L.C., and described on Exhibit A to this Tenth Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn ("the Additional Property"), which property represents Powder Horn Ranch -2 Block BB; and

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C., desire to submit the Additional Property described on Exhibit A, together with all buildings, improvements, and other permanent fixtures of whatever kind, now or hereafter, and all easements, rights, appurtenants, of which are belonging to, or in any way pertaining thereto, to the covenants, conditions, restrictions, easements, charges, liens, assessments, privileges, and rights contained in the said Declaration, and to annex the Additional Property into the Property and the scheme of the Declaration in accordance with Section 2.02(a) of the Declaration; and

WHEREAS Declarant, pursuant to Section 12.02 of the Declaration, wishes to amend the existing covenants for all phases of this development as set forth herein, including all of the Additional Property.

NOW, THEREFORE, the Declarant and Powder Horn Ranch - 2, L.L.C., declare the Additional Property (described on Exhibit A) is hereby annexed into the Powder Horn pursuant to Section 2.02(a), and shall hereafter be a part of the Property, and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions and restrictions, easements, charges, liens, assessments, privileges, and rights set forth in the Declaration, all of which shall run with the land and be binding upon the Additional Property, and all parties having acquired any right, title, or interest in and to the Additional Property, or any part thereof, and shall inure to the benefit of each person having at any time an interest or estate in the Property, or any part thereof, and the Powder Horn Homeowner's Association, Inc., (the "Association").

The Declarant further declares the following amendment to the Declaration Of Covenants, Conditions And Restrictions which shall be applicable to the Property and the Additional Property, to wit:

ARTICLE VI, COVENANTS FOR ASSESSMENTS is hereby supplemented and amended by adding the following subparagraph to existing paragraph 6.09 Exempt Property to wit:

"(c) Until sold, the Homestead (Lot 29, Block B, Powder Horn Ranch, Phase I), The Powder Horn Sales lot ( Lot 24, Block B, Powder Horn Ranch, Phase I) and the Powder Horn Sales Parking lot ( Lot 23, Block B, Powder Horn Ranch, Phase I)."

Upon recording of this Tenth Supplementary Declaration The Property and all Additional Property shall be subject to the amendments herein above made.

IN WITNESS WHEREOF the Declarant and Powder Horn Ranch - 2, L.L.C. have caused this Tenth Supplementary Declaration Of Covenants, Conditions and Restrictions For The Powder Horn to be executed.

POWDER HORN RANCH, LLC

By: Homer Scott Jr.

Manager

POWDER HORN RANCH - 2, L.L.C.

By: Homer Scott Jr.

Manager

STATE OF WYOMING     )  
                                      ) ss.  
County of Sheridan     )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of August, 2003, by Homer Scott, Jr., Manager of Powder Horn Ranch, LLC, and Manager of Powder Horn Ranch - 2, L.L.C.

WITNESS my hand and official seal.

[Signature]  
Notary Public

My commission expires: Oct 23, 2004



**EXHIBIT A**  
**Powder Horn Ranch-2 Block BB**  
**LEGAL DESCRIPTION**

A TRACT OF LAND LOCATED IN THE SE1/4NW1/4, SW1/4NE1/4, NE1/4SW1/4, NW1/4SE1/4, SECTION 33, T55N, R84W, OF THE 6TH P.M., SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°33'39"W, 1342.84 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 33; THENCE S01°05'36"E, 38.55 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 50°39'53", A RADIUS OF 330.00 FEET, AN ARC LENGTH OF 291.81 FEET, AND A CHORD S42°15'02"W, 282.39 FEET; THENCE S50°13'03"E, 66.46 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 12°31'24", A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 59.02 FEET, AND A CHORD S05°10'06"W, 58.90 FEET; THENCE S01°05'36"E, 55.90 FEET; THENCE S88°54'24"W, 235.00 FEET; THENCE S01°05'36"E, 225.39 FEET; THENCE S84°26'56"W, 367.24 FEET; THENCE S34°32'18"W, 326.54 FEET; THENCE S09°52'13"W, 252.13 FEET; THENCE N85°31'26"W, 331.62 FEET; THENCE N52°39'39"W, 60.51 FEET; THENCE N85°05'55"W, 125.41 FEET; THENCE N02°50'35"W, 45.72 FEET; THENCE N82°54'21"W, 651.96 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 335; THENCE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 6°19'54", A RADIUS OF 2181.75 FEET, AN ARC LENGTH OF 241.10 FEET, AND A CHORD N36°06'14"E, 240.98 FEET; THENCE N39°14'30"E, 400.05 FEET; THENCE N50°58'49"W, 58.96 FEET; THENCE N39°16'21"E, 533.38 FEET; THENCE N50°43'43"W, 6.32 FEET; THENCE N39°16'17"E, 874.10 FEET; THENCE LEAVING SAID RIGHT-OF-WAY S47°34'56"E, 710.91 FEET; THENCE S00°11'34"E, 173.55 FEET; THENCE N89°01'44"E, 359.05 FEET TO THE POINT OF BEGINNING. SAID TRACT HAVING AN AREA OF 41.84 ACRES, MORE OR LESS.

STATE OF WYOMING       )  
                              ) ss.  
COUNTY OF SHERIDAN    )

RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE MEADOWS

THIS RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (referred to herein as "Declaration") is made this 11th day of August, 2003, by Powder Horn Meadows Homeowners Association, Inc., a Wyoming non-profit corporation (hereinafter referred to as "Association").

W I T N E S S E T H:

WHEREAS, a Declaration of Covenants, Conditions, and Restrictions for the Powder Horn therefore, dated September 26, 1995, was filed for record on September 27, 1995, in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Recorder of Deeds; and

WHEREAS, a First Supplementary Declaration of Covenants, Conditions, and Restrictions for the Powder Horn therefore, dated February 22, 1996, was filed for record on February 26, 1996, in Book 378, Page 321 of the records of the Sheridan County Clerk and Ex-Officio Recorder of Deeds; and

WHEREAS, a Second Supplementary Declaration of Covenants, Conditions, and Restrictions for the Powder Horn therefore, dated March 12, 1996, was filed for record on March 12, 1996, in Book 378, Page 486 of the records of the Sheridan County Clerk and Ex-Officio Recorder of Deeds. The said document also having been rerecorded on April 10, 1996, in Book 379, Page 135 of the records of the Sheridan County Clerk and Ex-Officio Recorder of Deeds; and

WHEREAS, the foregoing described Declaration of Covenants, Conditions, and Restrictions, together with the First and Second Supplementary Declaration of Covenants, Conditions, and Restrictions, described above and collectively referred to as "The Powder Horn Covenants", pertain to all phases of the Master Community Development heretofore developed, including all lands described on Exhibit "A" , attached hereto; and

WHEREAS, a Supplemental Declaration of Covenants, Conditions and Restrictions for The Meadows, and referred to as "The Meadows Covenants", dated November 5, 1996, was filed for record on November 12, 1996, in Book 383, Page 71, and rerecorded on March 6, 2002, in Book 432, Page 75 of the records of the Sheridan County Clerk and Ex-Officio Recorder of Deeds, which relates to the Declarant's intention to develop 44 townhouse units to be situated within an area of The Meadows Planned Unit Development described on Exhibit "A", attached to the Supplemental Declaration and attached hereto, and the said area to be known as "The Meadows"; and

WHEREAS, the Association believes that it would be in the best interest of all concerned to further supplement and amend the Meadows Covenants so as to more fully and precisely meet the particular needs of the Declarant and owners of Residential Units in The Meadows, the said area being legally described on Exhibit "A" attached hereto.

NOW, THEREFORE, the Association hereby declares that the real property described on Exhibit "A" shall be held transferred, sold,

conveyed, and occupied subject to this Restated Declaration for "The Meadows" which shall apply to the lands described on Exhibit "A" only.

ARTICLE I  
DEFINITIONS

The following words when used in this Declaration or any amendment or supplement hereto (unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Powder Horn Meadows Homeowners Association, Inc., a Wyoming non-profit corporation, known and referred to as Meadows Homeowners Association, which has the power, duty and responsibility of maintaining and administering the Common Areas, and collecting the assessments and charges hereinafter prescribed, and has the right, but not the obligation of administering and enforcing the Covenants and Restrictions.

(b) "Board" shall mean and refer to the Board of Directors of the Association.

(c) "Covenants" shall mean and refer to the protective covenants, conditions, restrictions, reservations, easements and provisions set forth in this Restated Declaration of Covenants, Conditions and Restrictions for the Meadows, together with the rules and regulations as the same may be adopted, amended or supplemented from time to time by the Board in accordance with the provisions of this Declaration.

(d) "Common Areas" shall mean and refer to any and all areas of land within the Property which are known, described or designated as common green, common areas, recreational easements, greenbelts, open spaces or streets on any recorded subdivision plat of the Property or intended for or devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or may hereafter be constructed, or installed thereon, and including all equipment, accessories and machinery used in the operation or maintenance of any of such Common Areas, and any additions to or replacements of such Common Areas. The Common Areas within the Meadows residential community will generally consist of streets and open space. Declarant proposes to hold record title to the Common Areas, consistent with the objectives envisioned herein, and subject to the easement rights herein of the Members to use and enjoy the Common Areas, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Declarant, but prior to July 1, 2015) record title to the Common Areas will be formally transferred from the Declarant to the Association. Declarant reserves the right to affect redesigns or reconfigurations of the Common Areas, and execute any open space declarations applicable to the Common Areas which may be permitted by law in order to reduce property taxes.

(e) "Declarant" shall mean and refer to Powder Horn Ranch, LLC, and the successors and assigns (if any) of Powder Horn Ranch, LLC, with respect to the voluntary disposition of all (or substantially all) of the assets of Powder Horn Ranch, LLC, and/or the voluntary disposition of all (or substantially all) of the right, title and interest of Powder Horn Ranch, LLC, in and to the Property prior to the completion of development thereon. No person or entity purchasing one or more Residential Units from Powder Horn Ranch, LLC, in the ordinary course of business shall be considered as "Declarant."

(f) "Design Review Committee" shall mean the Design Review Committee as established by Article IX of the Powder Horn Covenants.

(g) "Existing Property" shall mean and refer to the initial parcel which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Section 2.01 of Article II hereof.

(h) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Property as amended from time to time, which is designated as a lot therein, and which will be improved with a Residential Unit "Adjoining Lot" shall mean and refer to a Lot which is adjacent to any other Lot as shown on any recorded plat of the Property.

(i) "Meadows" shall mean the lands described on Exhibit "A".

(j) "Member" means every person who holds a membership in the association pursuant to Article V, entitled "Membership and Voting Rights." An Owner is not necessarily or automatically a Member.

(k) "Owner" shall mean and refer to each and every person or business entity who or which is a record owner of a fee or undivided fee interest in any Lot subject to these Covenants and Restrictions; however, the word "Owner" shall not include person(s) or entity(ies) who hold a bona fide lien or interest in a Lot as security for the performance of an obligation.

(l) "Powder Horn Covenants" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of the Powder Horn, dated September 26, 1995, which was filed for record on September 27, 1995, in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Recorder of Deeds, as may be amended from time to time.

(m) "Property" shall mean and refer to the "Existing Property," and any additional lands which are annexed into the project and made subject to these Covenants, Conditions, and Restrictions, or any amendment or supplement hereto, prepared and filed of record pursuant to the provisions of Article II hereof.

(n) "Residential Unit(s)" or "Unit(s)" shall mean and refer to each structure built by Declarant upon the "Lot".

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

2.01 Existing Property. The Existing Property is located in the County of Sheridan, State of Wyoming, and is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

2.02. Additions to Existing Property. Additional land(s) may become subject to this Declaration in any of the following manners:

(a) Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property, provided, however, that such supplementary declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in



this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration.

(b) In the event any person or entity other than Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Association.

(c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 2.02, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

### ARTICLE III PROVISIONS RELATING TO THE COMMON AREAS

3.01 These parts described and shown on the Plat as Outlot A and referred to above as being the Common Areas of the Parcel legally described in Exhibit "A" shall be and are hereby declared to be subject to the covenants, agreements, easements and restrictions set forth in this Declaration, to be and remain in effect until such time as amended, modified or revoked in accordance with the provisions of this Declaration.

3.02 The Common Areas shall be held and maintained for the use and benefit of the Owners of the Residential Units and their guests and invitees, including, without limitation, the right of ingress and egress over, upon and across, the driveways and paths in or upon the Common Areas, and not for the use or benefit of the public generally.

3.03 There shall be upon the Common Areas at least such driveways, private vehicular right of way and paths as shall be necessary to provide ingress and egress to and from the Residential Units for the use and benefit of the Owners of the Residential Units and their guests and invitees, and such other vehicular right of way and paths as the Association shall from time to time determine and as shall be in compliance with such governmental laws, ordinances, and regulations as shall be applicable from time to time.

3.04 There may be upon the Common Areas fences of such design as shall be in conformity with all applicable governmental law, ordinances and regulations, at or near the perimeter of the Property and partially or entirely enclosing the Property except for such gates and other openings as the Declarant may originally approve and construct and as the Association shall determine. There may also be upon the Common Areas patios, balconies, lighting and lighting fixtures, a guard house, enclosures for garbage containers, such leisure facilities, trees, shrubs, and other landscaping as the Declarant may originally approve and construct and as the Association as Successor shall determine from time to time, and as being in accordance with applicable governmental laws.

3.05 Except as herein provided for, there shall be no structure or enclosures above the ground of the Common Areas except patios, balconies, lighting and lighting fixtures, enclosures for garbage containers, and such leisure facilities as the Declarant may originally approve and construct and as the Association as Successor shall determine from time to time, and in accord with applicable governmental laws. No public, commercial or business use of any kind shall be permitted therein.

3.06 It is expressly and irrevocably stipulated and agreed that notwithstanding any other term or provision hereto, no vehicles shall be parked or left standing unattended or operated upon any of said vehicular right of way in any manner violative of any law or ordinance which would be applicable if said vehicular right of ways were public right of ways, unless and then only so long as permitted by law or ordinance.

3.07 An easement of ingress and egress and a right and easement of enjoyment is hereby granted to every Residential Owner in and to the Common Areas and such rights and easements shall be appurtenant to and shall pass with the title to every Residential Unit so long as said Owner resides on his Residential Unit, provided that such rights and easements shall, in accordance with the terms of this Declaration belong to the Owner's tenants or contract purchaser. The Owner, from time to time, of the Common Areas hereby grants, in addition to those shown on said Plat or otherwise in force, such conveyances of such easements and rights of, over, upon and under the Common Areas or any part thereof for the construction and maintenance of facilities for the supply of water, electricity and gas, the furnishing of telephone service, the removal of sewage and waste, storm water drainage, detention and conveyance, and other utilities, as shall be necessary or appropriate in order to provide said service to all the Residential Units and the Owners from time to time thereof. Further, Declarant and the Association hereby grant the Residential Owners and all persons claiming by, through and under them such easements and rights over, upon and under the Common Areas as shall be necessary or appropriate in order to more fully establish and maintain the rights of ingress and egress described in Section 3.02 and 3.03 hereof.

3.08 The driveways and parking pads within the Meadows constitute a portion of the Common Areas which are subject to the jurisdiction and administration by the Meadows. In addition to the other provisions contained in this Article, the Board is specifically authorized to recommend, adopt, implement, and enforce rules, regulations, mechanisms and procedures governing use of the driveways and parking pads to include, but not limited to: speed limits, designated parking areas, restricted parking areas and no-parking areas. The driveways shall be for use by the owners of the adjacent Units and their invitees.

3.09 The Common Areas and the use thereof shall be subject to such additional rules and regulations adopted by the Board and as shall be in force from time to time governing the use of the Common Areas deemed necessary and appropriate in order to assure the peaceful and orderly use and enjoyment of the Common Areas.

#### ARTICLE IV PROVISIONS RELATING TO THE RESIDENTIAL UNITS

4.01 All the Property shown on the Plat as the Residential Units is hereby declared to be subject to the covenants, agreements, easements, and restrictions set forth in this Declaration, to be and remain in effect until such time as amended, modified, or revoked in accordance with the provisions of this Declaration.

4.02 From and after the completion of the construction of each respective Residential Unit and the delivery thereof to the initial Residential Owner thereof, there shall be no alterations, changes, additions, or deletions to or from said Residential Unit of any nature which will, or may be, visible from the exterior of

the Residential Unit or which will, or may, adversely affect any other Residential Unit, whether by impairment of strength of any party wall, increase of sound transmission between units or otherwise without the written approval of the Design Review Committee and the Board.

4.03 There shall be no change in any exterior color of any Residential Unit, from the color scheme then in effect throughout the Property, except in connection with a general change in such color scheme under the direction or approval of the Board.

4.04 No trade or business which is visible or has effect on other members or owners in the Association shall be carried on within any Residential Unit and no signs shall be placed upon or about any Residential Unit, except for the following which the Board shall approve as to style, material and location:

- (a) The name and address of Residential Unit Owners;
- (b) One professional sign of not more than five (5) square feet advertising the Residential Unit for sale or rent, the design of which shall be in conformity with the signage provisions of the Powder Horn Covenants.

4.05 No animals of any kind may be kept, bred or maintained in any Residential Unit, or upon the Common Areas, except a reasonable number of commonly accepted household pets in accordance with rules and regulations adopted by the Board. In no event shall any dog be allowed to run free outside the Residential Unit without being on a leash. All dogs shall be registered with the Association and shall have proof of proper immunization presented with said registration. At all times, owners shall prevent their household pets from creating barking nuisance or other nuisance. Each Owner shall clean up any feces or defecation produced by household pets outside the Residential Units. Owners shall be strictly liable for any and all damage or injury caused by their household pets. The feeding of deer, ducks, geese or other wild animals is prohibited. Song bird feeding stations are permitted.

4.06 Laundry, bedding, and the like shall not be hung out to dry in any position in which it is visible from the exterior of any Residential Unit. No bicycles, carriages or other articles shall be upon the Common Areas or outside the Residential Units of the Owner thereof except when in use and except for automobiles parked in areas designated therefor. Overnight parking of trucks, RV's, or boats, whether trailered or otherwise, will not be permitted unless such vehicles are kept in garages and out of public view.

4.07 Exterior television, radio, or other type antenna shall not be erected on any Residential Unit without the approval of the Board. It being expressly understood that the Association is hereby granted and shall have power to entirely prohibit the installation or continuation thereof, without regard to whether or not the Association shall have provided for master television antennas or other equipment for the use of the Owners of the Residential Units in lieu of such prohibited equipment. Any and all facilities of any kind presently existing or hereinafter installed upon any Unit designed for the common use of any two or more units, shall be perpetually used in common by such Residential Owners or occupants.

4.08 Each Residential Unit is hereby declared to be subject to an easement and right to and in favor of the Association and all of its employees, agents, and instrumentalities to go upon such Residential Unit for reasonable inspection thereof from time to time for the purpose of carrying out any and all of the obligations and functions with respect to such Residential Unit or for the

benefit of any other Residential Unit or Units as are herein imposed upon or permitted to the Association, expressly including, without limitation, the maintenance, repair and replacement of any and all of the facilities for the supply of utilities and other facilities, apparatus, and equipment serving said Residential Unit and/or other Residential Units or the Common Areas. The Association shall have an easement of ingress and egress over and upon any or all Units including, but not limited to, the roof, yard, balcony, and patio areas thereof for the purpose of construction, installation, repair, maintenance, replacement, and inspection, of all facilities including, but not limited to, television antennas, transformers and water or utility meters for the benefit of the Declarant, Residential Owner or the Association.

4.09 The Residential Units and the use thereof shall be subject to such additional rules and regulations governing the use of the Residential Units as shall be in force from time to time by reason of action taken by the Board pursuant to Article VI hereof, it being expressly agreed that, without limitation, the Board pursuant to Article VI hereof, shall have powers to prescribe by such rule or regulation standards of upkeep and maintenance of the respective Residential Units.

4.10 No owner shall permit or suffer anything to be done or kept about or within the Residential Unit, which will obstruct or interfere with the rights of other owners to the use and enjoyment of the Common Areas, or annoy them by unreasonable noises or otherwise, nor commit or permit any nuisance or commit or suffer any illegal act to be committed therein.

4.11 An owner who leases his Residential Unit to any person shall be responsible for assuring compliance by his lessee with all of the provisions of this Declaration, rules and regulations, all as amended and supplemented from time to time, and the owner shall be jointly and severally responsible for any violations by his lessee thereof.

#### ARTICLE V MEMBERSHIP AND VOTING RIGHTS

5.01 Membership. There shall be one Class A Membership in the Association appurtenant to each Lot. The Owner of the Lot shall designate in writing to the Association an individual who shall be the Member with respect to that Lot. The Member designated by the Owner of the Lot must be an individual who is an Owner, or if the Owner is or includes a Person other than an individual, the Member may be an individual who is a partner if the Owner is or includes a partnership, or an officer of the corporation if the Owner is or includes a corporation, or a beneficiary of the trust if the Owner is or includes a trust, or an owner of the entity if the Owner is or includes a person other than an individual, a partnership, a corporation or a trust. In the absence of such written designation, Assessments shall nevertheless be charged against the Lot and Owner thereof, but there shall be no right to vote the membership or to use the Common Areas.

5.02 Once a Class A Member has been designated by an Owner of a Lot, a new Member may only be designated for that Lot by the Owner upon the death of the previously designated Member, or at any time following the first anniversary (or such longer period, not to exceed three years as the Board may establish; or such shorter period, in a particular case as the Board, in its sole discretion, may permit) of the date the Member who is being succeeded was designated.

5.03 The Class A Member as so designated shall be the only person entitled to vote on behalf of the Owner of the Lot at Association meetings and elections. The Member designated by the Owner, and the Member's spouse and children, natural and adopted, under the age of 25 (and such other children and relatives of the Member as the Board may, from time to time, specify) shall with respect to the Owner's Lot, be the only persons entitled to use the Common Areas, other than as guests, in accordance with the Association Rules, and no other individual or person, even though an Owner of the Lot, shall be entitled to use the Common Areas other than as guests.

5.04 Voting Rights. The Association shall have two classes of voting membership:

CLASS A: Class A Members shall be all Members other than Class B Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership.

CLASS B: The Class B Member shall be Declarant. The Class B Member shall be entitled to ten (10) votes for each lot which it owns.

Notwithstanding the aforementioned voting rights within the Association and consistent with the provisions of Section 11.02 hereinafter, until:

(a) Declarant no longer owns: (i) record title to any Lot; and (ii) a lien interest in any Lot; and (iii) title to any adjoining acreage intended to be developed as an additional section or phase of the Powder Horn; or

(b) July 1, 2015, whichever occurs first in time, neither the Association nor the Members shall take any action or inaction with respect to any matter whatsoever without the consent and approval of the Declarant.

(c) The Declarant voluntarily may (but shall not be required to relinquish control of the association to the Members at any time prior to July 1, 2015).

5.05 Quorum, Notice and Voting Requirements. The quorum, notice, and voting requirements of and pertaining to the Association are set forth within the Articles of Incorporation and Bylaws of the Association, as same may be amended from time to time. Subject to the provisions of Section 5.04 above, any action by or on behalf of the Association may be taken with the consent given in writing and signed by Members who collectively hold or control more than fifty percent (50%) of the outstanding votes of the Association.

#### ARTICLE VI GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS

6.01 Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors (hereinafter referred to as the "Board"). The Board shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Common Areas, Residential Units, the Owners, and the Property:

(a) Shall perform all maintenance of the exterior of the Residential Units, including, without limitation, painting and staining, at such intervals as shall be prudent as well as

maintenance, repair, and replacement of the roof.

(b) Shall provide for the care and preservation of the Common Areas and the furnishing and upkeep of any desired personal property for use in the Common Areas;

(c) Shall pay the taxes, insurance and utilities (including, without limitation, electricity, gas, water and sewer charges) which pertain to the Common Areas only;

(d) May retain and pay the services of a person or firm (including Declarant and any affiliates of Declarant) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager designated by the Board;

(e) May retain and pay for legal and accounting services;

(f) May provide for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration, or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(g) Shall maintain and repair all streets and driveways as appropriate.

(h) Shall execute all declarations of ownership for tax assessment purposes with regard to any of the Common Areas owned by the Association;

(i) May enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to: (i) taxes on the Common Areas; (ii) insurance coverage (if any) on Common Areas as they relate to the assessment, collection and disbursement process envisioned by Article V hereinabove; and (iii) utility installation, consumption and service matters;

(j) May borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent owners, if the Board sees fit or secured by such assets of the Association as deemed appropriate by the lender and the Association;

(k) May enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association;

(l) Shall protect or defend the Common Areas from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association, and to provide adequate reserves for repairs and replacements;

(m) May make reasonable rules and regulations in accordance with the Covenants governing the use of the Common Areas and to amend them from time to time;

(n) Shall make available to each Owner within ninety (90) days after the end of each year an annual report;

(o) May adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency;

(p) Shall enforce the provisions of this Declaration and any rules and regulations made hereunder and to fine, enjoin and/or seek damages from any Owner for violation of such provisions, rules or regulations.

6.02 Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services, and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein. In the event or if for any reason the Board is not deemed authorized to act for and on behalf of the Association and the Members, then Declarant may exercise its power and authority under Section 11.02 hereof to act for and on behalf of the Association and the Members, and the Association shall reimburse Declarant for any and all reasonable expenses incurred in so acting.

6.03 Contracts with Owners. The Board, on behalf of the Association, shall have full power and authority to contract for any Owner (including, without limitation, Declarant) for the performance, on behalf of the Association, of services which the Board is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

6.04 Liability Limitations. Neither the Declarant, any Member, the Board, any Director, nor any Officer of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for the tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant or Association, its Directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

6.05 Reserve funds. The Board may, in its sole and absolute discretion, establish reserve funds, which may be maintained and accounted for separately from other funds maintained for annual operating expenses, and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association.

#### ARTICLE VII COVENANTS FOR ASSESSMENTS

7.01 Personal Obligation of Assessments. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed, as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies):



(a) Regular assessments or charges for maintenance, taxes and insurance on portions of the Property and the Common Areas (including, without limitation, those matters described within Section 6.01 hereof);

(b) Special group assessments for capital improvements or unusual or emergency matters, such assessments to be fixed, established and collected from time to time ratably as hereinafter provided;

(c) Special individual assessments levied against individual Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner and not caused by ordinary wear and tear; and

(d) Individual assessments and fines levied against individual Owners for violations of rules and regulations pertaining to the Property, Association, and/or the Common Areas, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular, special group, and special individual assessments, together with such late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made and shall also be the continuing personal obligation of the then-existing Owner of such Lot at the time when the assessment fell due.

7.02 Creation of Lien. Association shall have a lien against each Lot to secure the payment of any assessment which may be levied pursuant to the terms and provisions of Sections 7.01, 7.05, 7.06, and/or 11.06 (or any other provision hereof), and the expenses incurred in connection with the enforcement thereof, including, without limitation, interest at the maximum rate permitted by law, costs and reasonable attorneys' fees. Such lien may be enforced by appropriate judicial proceedings, or through a power of sale foreclosure, and the amounts secured thereby shall be the obligation of, and chargeable to Owner. Such lien shall be and is subordinate and inferior only to the following: (i) Assessments, liens, and charges in favor of the State of Wyoming and any political subdivision thereof for taxes past due and unpaid on the Lot; and (ii) Amounts due under any mortgage recorded prior to the recordation of any lien assessment as provided in Section 7.03 of this Article VII.

7.03 Assessment Lien.

(a) All amounts payable to the Association, including unpaid assessments, attorney fees, other enforcement and collection costs, and interest thereon at the maximum rate permitted by law, from the date such assessments are due until said assessments are paid (subject to the provisions hereof limiting the interest contracted for, charged or received to the maximum permitted by applicable law), shall constitute a lien on the Lot superior to all other liens and encumbrances, except as provided in Section 7.02 of this Article VII. The Board or its duly appointed agent, may (but shall not be required to) prepare a written notice setting forth the amount of such unpaid indebtedness, the name of Owner and a description of the Lot. Such notice shall be signed by Declarant or the Board or its duly appointed agent and may be recorded in the office of the County Clerk of Sheridan County. Such lien may be enforced by the foreclosure of it upon the

Lot by the Declarant or the Board or its duly appointed agent. In any such proceeding, the Owner shall be required to pay the costs, expenses and attorney's fees incurred in connection with filing the lien, and in the event of any foreclosure proceeding all additional costs, expenses and attorney's fees in connection with any such foreclosure proceeding. Declarant or the Board or its duly appointed agent shall have the power to bid on the Lot at foreclosure, or other legal sale, and to acquire and hold, lease, convey or otherwise deal with the same. Any mortgagee holding a lien on the Lot may pay, but shall not be required to pay any unpaid assessments owing with respect to the Lot, but such payment shall not be deemed a waiver of Owner's default by either Declarant, the Board or such mortgagee. Foreclosure may be in any manner authorized by Wyoming law, including through power of sale.

(b) The amount of the assessments assessed against the Lot shall also be a personal obligation or indebtedness of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing same.

(c) Owner, by acceptance of the deed to the Property, hereby expressly vests in Declarant, the Board or its agents the right and power to bring all actions against Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or by abandonment of his Lot.

(d) If any assessment remains unpaid at the expiration of fifteen (15) calendar days from and after the due date established by the Board, a late charge shall be assessed against the nonpaying Owner for each month that any portion of an assessment remains unpaid. The Board shall specify the late charge amount. A reasonable service charge in an amount established by the Board shall be charged for each check that is returned because of insufficient funds. The amount of any such late charge and service charge may be adjusted, from time to time, by the Board.

7.04 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of (i) promoting the health, recreation, safety and welfare of the residents of the Property; (ii) perform all maintenance of the exterior of the Residential Units, including, without limitation, painting, staining, and tuck pointing, thereof, at such intervals as shall be prudent as well as maintenance, repair, and replacement of the roof of the Residential Units; (iii) perform all maintenance, improvements, and repair of the grounds and landscaping of the Residential Units situated outside the exterior walls and patio areas thereof; (iv) the payment of taxes on the Common Areas and insurance (if any) in connection with the Common Areas and the repair, replacement and additions thereto; (v) the payment for electricity for street lights and exterior lights and the repair, replacement and additions of various items within the Common Areas; (vi) trash and garbage collection and security arrangements as may be determined necessary and appropriate by the Association, from time to time; (vii) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and the management and supervision of, the Common Areas; (viii) carrying out the duties of the Board as set forth in Article VII hereof; (ix) carrying out the various matters

set forth or envisioned herein or in any amendment or supplement hereto; and (x) for any matter or thing designated by the County of Sheridan in connection with any zoning, subdivision, platting, building or development requirements.

7.05. Basis and Amount of Regular Maintenance Assessments.

(a) The Board may establish the maximum annual assessment for each Lot, provided that the maximum annual assessment may not be increased more than twenty percent (20%) above the maximum regular assessment for the previous year unless otherwise approved by the Members of the Association as provided in Section 5.05 of Article V.

(b) After consideration of current maintenance costs and the future needs of the Association, the Board may fix the actual annual assessment at an amount equal to or less than the then-existing maximum annual assessment.

(c) Not later than thirty (30) days prior to the beginning of each fiscal year of the Association, the Association shall make available for review by each Member, at the Association's office, during reasonable times, a pro forma operating statement or budget for the upcoming fiscal year, which shall, among other things, estimate the total Common Area expenses to be incurred for such fiscal year. Subject to the provisions of 7.05, the Board shall at that time determine the amount of the regular Maintenance Assessment to be paid by each member, and shall notify the member thereof. Each member shall thereafter pay to the Association his regular Maintenance Assessment in monthly installments. Each such installment shall be due and payable on the date set forth in the written notice sent to the Members.

(d) The Board may establish a time-price differential schedule for the payment of the regular assessment in which the lowest amount is the actual regular base assessment.

7.06. Rights of Sheridan County. Unless otherwise approved by seventy-five percent (75%) of the outstanding votes within each voting class, the Association shall not by act or omission seek to abandon its obligations as established by this Declaration. However, in the event that:

(a) The Association dissolves and the Common Areas shall not be either (i) dedicated to and accepted by an appropriate public agency, authority or utility to be devoted to purposes as nearly as practicable the same as those to which such Common Areas were required to be devoted by the Association, or (ii) conveyed to another organization or entity which assumes all obligations imposed hereunder upon the Association to maintain said Common Areas; or

(b) The Association, its successors or assigns, shall fail or refuse to adequately maintain the appearance and condition of the Common Areas which it is obligated to maintain hereunder; then, in either such event, the County of Sheridan shall have the right, but not the obligation, to assume the duty of performing all such maintenance obligations of the Association at any time after such dissolution, upon giving written notice to the Owners, or at any time after the expiration of twenty-one (21) days after receipt by the Association, its successors or assigns, of written notice specifying in detail the nature and extent of the failure to maintain without such failure being remedied. Upon assuming such maintenance obligations,

Sheridan County may collect, when the same become due, all assessments levied by the Association pursuant to the provisions hereof for the purposes of repairing, replacing, maintaining or caring for the Common Areas; and, if necessary, enforce the payment of delinquent assessments in the manner set forth herein. In the alternative, upon assuming such maintenance obligations, Sheridan County may levy an assessment upon each Lot on a pro-rata basis for the cost of such maintenance, notwithstanding any other provisions contained in this Declaration, which assessment shall constitute a lien upon the Lot against which each assessment is made. During any period that Sheridan County assumes the obligation to maintain and care for the Common Areas, the Association shall have no obligation or authority with respect to such maintenance. The right and authority of Sheridan County to maintain the Common Areas shall cease and terminate when the Association, its successors or assigns, shall present to Sheridan County reasonable evidence of its willingness and ability to resume maintenance of the Common Areas. In the event Sheridan County assumes the duty of performing the maintenance obligations of the Association as provided herein, then Sheridan County, its agents, representatives and employees, shall have right of access, ingress and egress to and over the Common Areas for the purposes of maintaining, improving and preserving the same, and in no event, and under no circumstances, shall Sheridan County be liable to the Association or any Owner or their respective heirs, devisees, personal representatives, successors or assigns for negligent acts or construction (excluding, however, malfeasance and gross negligence) relating in any manner to maintaining, improving and preserving the Common Areas.

#### ARTICLE VIII CASUALTY AND INSURANCE

8.01 In the event the Property or any part thereof or any of the Residential Units thereon shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the Owners of the property so damaged or destroyed shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as reasonably possible to the condition in which such property was immediately prior to such damage or destruction, subject only to the right of the Association (which is hereby granted to the Association to authorize and direct such different action as shall be recommended by the Board of Directors and approved by the affirmative vote of members entitled to vote.

8.02 All repair, restoration or rebuilding pursuant to the provisions of this Article VIII shall be carried out under such supervision and direction as the Board of Directors of the Association shall deem appropriate in order to assure the expeditious and correct completion of work concerned, and the Owner or Owners of each Residential Unit which shall have been damaged or destroyed shall fully cooperate with, and abide by all instructions and directions of the Association in connection therewith.

8.03 Without limitation, the Association is hereby given and shall have power to approve the architects, contractors and sub-contractors to be employed in connection with such repair, restoration or rebuilding; to approve a single contractor or contractors to perform all various parts of the work to be done upon the Residential Units which shall have been damaged or destroyed by such casualty or other happening.

8.04 In any case in which the owner or owners of the Residential Units concerned shall fail to carry out and see to the repair, restoration or rebuilding by the provisions of this Article VIII, and in any case in which more than one contiguous Residential Unit shall be involved the Association is granted the right to carry out and see to the repair, restoration or rebuilding required by the provisions of this Article VIII. In the event of a total loss of the Unit and the owner fails to repair, restore or rebuild the Residential Unit in accordance with Article VIII, the Association shall have the right to consider Residential Unit as abandoned. A "total loss" means a loss in which there is more than fifty percent (50%) of the structure damaged or a public official has declared that the structure cannot be rebuilt. The Unit shall not be considered as abandoned until ninety (90) days has elapsed from the date of the total loss of the Unit has been determined and there is no evidence that rebuilding of the Unit has commenced. Once abandonment of the Unit has been declared, the Association shall be deemed to be the owner of the Unit.

8.05 Each Residential Owner shall maintain in force at all times insurance covering the Residential Unit owned by him, consisting of, or providing all the protection afforded by, at least the insurance now generally described as fire, extended coverage, additional extended coverage, vandalism and malicious mischief, to 100% of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation. A guaranteed replacement cost endorsement is required on each Residential Owner's policy. Each Residential Owner shall also maintain in force such insurance protecting the Association from loss, damage, express or liability resulting directly or indirectly from any act or omission of such Residential Owner or any employer, agent, representative, guest or invitee of such Residential Owner. The insurance companies indicated on the certificates of insurance must be admitted carriers and licensed by the State of Wyoming and acceptable to the Association.

8.06 Liability insurance is required to be maintained by all Residential Owners and shall name the Association as an additional insured with respect to that liability insurance. The limits of liability insurance required to be maintained shall be as determined by the Board. An appropriate certificate showing the evidence of such insurance shall be furnished to the Association. Certificates evidencing the renewal of each expiring policy of insurance shall be furnished to the Association in each case at least ten (10) days prior to the expiration date of the expiring insurance policy.

8.07 The Association and its officers, directors, employees, agents and representatives shall have no liability to any Residential Owner for damage or loss of either the Residential Unit of such Owner or any personal property of said Owner. The Residential Owner waives all his rights or subrogation against the Association and its officers, directors, employees, agents, and representatives.

8.08 Whenever the Association shall not be satisfied that any insurance required by this Article VIII is in force, or if about to expire will not be renewed prior to expiration, the Association shall have the right (but shall not be required) to proceed to obtain such insurance or such lessor coverage as it may deem advisable, and the cost thereof shall be due from the Owner of the Residential Unit so insured to the Association forthwith upon demand.

8.09 In the event that the Association finds it possible, from time to time, to effect broader or better coverage at lesser cost, by the obtaining of a blanket policy or policies of insurance upon all the Residential Units in the Property, the Association shall have and is hereby granted power so to do at the election of its Board of Directors; and the Residential Owner of each Residential Unit so covered shall accept and pay a proportionate share of the cost of such insurance, whether by regular assessment or otherwise, in lieu of providing and paying for the individual policies of insurance hereinabove provided for.

8.10 The Association shall not be responsible for repair, restoration or replacement of any personal property of the Residential Owner or others which, although in or about the Residential Units, shall not be attached thereto so as to form an affixed part thereof.

8.11 The Association may, but shall not be required to obtain and maintain additional insurance as its Board of Directors shall, from time to time, deem prudent with respect to damage to or destruction of the Common Areas or to or of any or all of the Residential Units, or to or of any other tangible or intangible assets owned by the Association or for which the Association may have responsibility from time to time, from any cause, and may also obtain such liability and other kinds of insurance protection against such other matters or happenings as its Board of Directors shall from time to time deem prudent.

8.12 Notwithstanding the foregoing, to the extent required by the terms of any mortgage for value of any part of the Property, the proceeds of any insurance becoming payable on account of any loss of or damage to the part of the Property so mortgaged shall be paid first to such mortgagee to the extent of its interest; provided, however, that such mortgagee shall not apply or seek to apply such proceeds to reduce such mortgage except for any excess of such proceeds over the full cost of such repair or restoration, unless it shall be determined in accordance with the provisions of the Declaration that such loss or damage is not to be repaired or restored.

#### ARTICLE IX PLACEMENT OF PARTY AND OTHER WALLS

9.01 It is contemplated that each of the Residential Units shall have one or more party walls, each connecting it with others of the Residential Units in the building or buildings. It is intended that each party wall shall be erected upon the lot line between the Residential Units concerned and that each non-party exterior wall of each Residential Unit shall be erected wholly within such Residential Unit so as not to encroach upon any Common Areas, but it is recognized that errors may occur in the actual placement of said walls during the course of construction. It is further contemplated that certain patios, balconies of Residential Units and that certain eaves of Residential Units and certain lighting fixtures on exterior walls as constructed shall encroach on the Common Areas. Whenever any party wall of any Residential Unit shall be found to be not precisely upon the lot line intended and whenever any wall or eave or lighting fixture of any Residential Unit shall be found to encroach (whether by intention or mistake) upon any Common Areas, valid easements for the maintenance of all such encroachments as described herein are hereby established by virtue of the provisions hereof and shall exist for the benefit of such Unit so encroaching so long as the patio, balcony, eave, wall or lighting fixture concerned shall remain standing. Further, and without limitation of the foregoing,



the legal description of the Residential Units and any Common Areas concerned may be changed or amended, and the Owner of each parcel concerned shall without further consideration execute and deliver all such conveyances as may be necessary or appropriate, so as to place the lot line concerned directly underneath such party wall or entirely outside such wall in the case of encroachment of any wall upon any Common Areas, or, alternatively, each Owner concerned shall without further consideration execute and deliver all such grants of easement and other and further documents as may be necessary or appropriate in the matter.

#### ARTICLE X EASEMENTS

10.01 Utility Easements. Easements for installation, maintenance, repair and removal of utilities and drainage facilities over, under and across the Property are reserved. Full rights of ingress and egress shall be had by Declarant and any bona fide utility company at all times over the easement areas for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

10.02 Ingress, Egress and Maintenance by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon the Common Areas for the purpose of maintaining the Common Areas as set forth herein.

10.03 Police Power Easement. With respect to the Common Areas and streets, easements and rights-of-way within the Property, the County of Sheridan, and all other governmental agencies and authorities shall have full rights of ingress, egress, regress and access for personnel and emergency vehicles for maintenance, police and fire protection, drainage and other lawful police powers designed to promote the health, safety and general welfare of the residents within the Property.

#### ARTICLE XI GENERAL PROVISIONS

11.01 Registration with the Association. In order that Declarant and the Association can properly acquaint every Lot purchaser and every Owner with these Covenants and Restrictions and the day-to-day matters within the Association's jurisdiction, no acquisition of any Declarant Lot within the Property shall become effective until and unless:

(a) The then-existing "Closing Information Package" has been properly executed by the Association, Declarant and the Purchaser/Transferee; and

(b) All directives by the Association and Declarant have been properly and timely followed.

11.02 Power of Attorney. Each and every Owner hereby makes, constitutes and appoints Declarant as his/her true and lawful attorney-in-fact, coupled with an interest and irrevocable, for him/her and in his/her name, place and stead and for his/her use and benefit, to do the following:

(a) To exercise, do or perform any act, right, power, duty or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving this Declaration



and the Property;

(b) To sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the terms within this Declaration, or any part hereof, with such clause(s), recital(s), covenant(s), agreement(s) and restriction(s) as Declarant shall deem necessary, proper and expedient under the circumstances and conditions as may be then existing; and

(c) To sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the subdivision plat(s) of the Property, or any part thereof, with any easements and rights-of-way to be therein contained as the Declarant shall deem necessary, proper and expedient under the conditions as may then be existing.

(d) The right, powers, and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force upon recordation of this Declaration in the Sheridan County Clerk's Office and shall remain in full force and effect thereafter until the fifteenth (15th) anniversary of the recordation of this Declaration.

11.03 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owners subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The Covenants and Restrictions shall run perpetually, subject to the rights of the Members to terminate them. Such termination will take the consent of not less than Seventy five percent (75%) of the then Owners of record, agreeing to abolish the Covenants and Restrictions in whole or in part; provided, however, that no such agreements to abolish shall be effective unless made and recorded thirty (30) days in advance of the effective date of such change; and unless written notice of the proposed agreement to abolish is sent to every Owner at least ninety (90) days in advance of any action taken.

11.04 Amendments. Except as provided in Section 11.03 of this Article XI, the Covenants and Restrictions of this Declaration may be amended and/or changed in whole or in part, only with the approval by affirmative vote of not less than seventy five per cent (75%) of the votes of the Members of the Association then entitled to vote, evidenced by a document in writing bearing each of their signatures, and duly recorded in the land records of Sheridan County, Wyoming; or by a resolution passed by the majority of the Board evidencing the consent of seventy-five percent (75.0%) of the votes of the Members, and authorizing the President of the Association to execute such document.

11.05 Enforcement. Enforcement of these Covenants and Restrictions shall be by a proceeding initiated by any Owner, Declarant, any member of the Board, or by the County of Sheridan against any person or persons violating or attempting to violate any Covenant or Restriction contained herein, either to restrain or enjoin violation or to recover damages for the violation, or both, or to enforce any lien created by this instrument. They shall have an election and right, but not an obligation or duty, to enforce these Covenants and Restrictions by a proceeding or proceedings at law or in equity. Notwithstanding any provision to the contrary in this Declaration, Declarant or Association shall not have any duty,

obligation, or responsibility to enforce any of these Covenants and Restrictions. Failure by any party to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party. Further, and with respect to any litigation brought against the Board or any of their members or representatives arising out of any action, failure to act, or performance or non-performance of duties imposed hereby, by the Board or their members or representatives, the Board and/or their members or representatives so sued shall be entitled to recover their reasonable attorneys' fees from the person or entity bringing such action against it or them, the Board or their members or representative shall specifically be adjudicated liable to such claimant.

11.06 Imposition of Violation Fines. In the event that any owner shall violate any provision of these Covenants, the By-laws of the Association or rules and regulations adopted by the Board, or an owner fails to cure (or fails to commence and proceed with diligence to completion) the work necessary to cure any violation of the Covenants contained herein within ten (10) days after receipt of written notice from the Board designating the particular violation, the Board shall have the power and authority to impose upon that person a fine for such violation (the "Violation Fine") not to exceed five hundred dollars (\$500.00). If, after the imposition of the Violation Fine, the violation has not been cured or the person has still not commenced the work necessary to cure such violation, the Board shall have the power and authority, upon ten (10) days written notice, to impose another Violation Fine which shall also not exceed five hundred dollars (\$500.00). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a person for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorneys' fees, shall be a continuing lien upon the Lot against which such Violation Fine is made.

11.07 Severability. If any one of these Covenants or Restrictions is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Covenants and Restrictions shall not be affected thereby.

11.08 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

11.09 Notices to Owners. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing.

11.10 Proposals of Declarant. The proposals of Declarant, as set forth in various provisions hereinabove, to develop additional parcels of property for residential purposes and/or expand the Common Areas (not only geographically but also in terms of types of amenities available for use) and items of a related nature are mere proposals and expressions of the existing good faith intentions and plans of Declarant and shall not be deemed or construed as promises, solicitations, inducements, contractual commitments or material representations by Declarant upon which any person or entity can or should rely.

11.11 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Association Bylaws, shall be determined by the Board. These respective determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

IN WITNESS WHEREOF, Powder Horn Meadows Homeowners Association, Inc., has caused this instrument to be executed the day and year first above written.

Powder Horn Meadows Homeowners  
Association, Inc.

By: John Baggett  
President

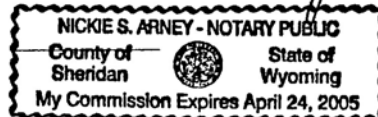
STATE OF WYOMING     )  
                                      ) ss.  
COUNTY OF SHERIDAN   )

The foregoing instrument was acknowledged before me this 8th day of November 2003, by John Baggett, President of Powder Horn Meadows Homeowners Association, Inc.

WITNESS my hand and official seal.

Nickie S. Arney  
Notary Public

My Commission Expires:



**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**THE MEADOWS PLANNED UNIT DEVELOPMENT**

A tract of land being Lots 1 through 44 and Outlot A of The Meadows Planned Unit Development located in the South Half of the Northeast quarter (S½NE¼) of Section 33, Township 55 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, being also described as follows

Beginning at a point located S 18°29'41"W, 1648.41 feet from the Northeast Quarter Corner of said Section 33, thence S 11°35'34"E, 31.89 feet, thence along a curve to the right having a central angle of 15°33'37", a radius of 375.00 feet, and an arc length of 101.84 feet, with chord bearing and distance of S 3°48'46"E, 101.53 feet, thence S 3°58'02"W, 66.46 feet, thence along a curve to the left having a central angle of 13°08'47", a radius of 425.00 feet, and an arc length of 97.52 feet, with chord bearing and distance of S 2°36'21"E, 97.30 feet, thence S 9°10'45"E, 106.10 feet, thence S 80°49'15"W, 109.43 feet, thence along a curve to the left having a central angle of 28°00'02", a radius of 325.00 feet, and an arc length of 158.83 feet, with chord bearing and distance of S 66°49'14"W, 157.25 feet, thence S 52°49'13"W, 111.44 feet, thence along a curve to the right having a central angle of 87°49'53", a radius of 240.00 feet, and an arc length of 367.91 feet, with chord bearing and distance of N 83°15'51"W, 332.93 feet, thence N 39°20'54"W, 224.82 feet, thence along a curve to the left having a central angle of 34°28'15", a radius of 230.00 feet, and an arc length of 138.38 feet, with chord bearing and distance of N 27°10'34"E, 136.30 feet, thence N 9°56'26"E, 63.17 feet, thence along a curve to the right having a central angle of 93°30'02", a radius of 270.00 feet, and an arc length of 440.61 feet, with chord bearing and distance of N 56°41'27"E, 393.32 feet, thence S 76°33'32"E, 249.57 feet, thence along a curve to the left having a central angle of 21°15'43", a radius of 380.00 feet, and an arc length of 141.01 feet, with chord bearing and distance of S 87°11'23"E, 140.21 feet to the point of beginning,

said tract containing 9.056 acres, more or less.

RECORDED APRIL 19, 2004 BK 452 PG 411 NO 472878 AUDREY KOLTISKA, COUNTY CLERK

STATE OF WYOMING     )  
                              ) ss.  
COUNTY OF SHERIDAN   )

ELEVENTH SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE POWDER HORN

THIS ELEVENTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 19 day of April, 2004, by Powder Horn Ranch, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "Declarant"), and Powder Horn Ranch - 2, L.L.C., a Wyoming Limited Liability Company.

WITNESSETH:

WHEREAS, Declarant recorded a Declaration Of Covenants, Conditions And Restrictions for the Powder Horn (the "Declaration") on September, 27, 1995 in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a First Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on February 26, 1996, in Book 378, Page 321 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Second Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 10, 1996, in Book 379, Page 135 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Third Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on June 19, 1997, in Book 386, Page 401 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fourth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on November 4, 1997, in Book 389, Page 16 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fifth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on March 3, 1998, in Book 391, Page 27 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Sixth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 22, 1998, in Book 394, Page 518 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Seventh Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 11, 2000, in Book 413, Page 667 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded an Eighth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on December 8, 2000, in Book 419, Page 516 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Ninth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 24, 2002, in Book 435, Page 681 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Tenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on August 7, 2003, in Book 445, Page 609 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS, Declarant, pursuant to Article II thereof, retained the right to add additional property to the scheme of said Declaration by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C. desire to add to the scheme of these covenants the property which is owned by Powder Horn Ranch - 2, L.L.C., and described on Exhibit A to this Eleventh Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn ("the Additional Property"), which property represents Powder Horn Ranch -2 Block CC and Block DD;

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C., desire to submit the Additional Property described on Exhibit A, together with all buildings, improvements, and other permanent fixtures of whatever kind, now or hereafter, and all easements, rights, appurtenants, of which are belonging to, or in any way pertaining thereto, to the covenants, conditions, restrictions, easements, charges, liens, assessments, privileges, and rights contained in the said Declaration, and to annex the Additional Property into the Property and the scheme of the Declaration in accordance with Section 2.02(a) of the Declaration.

NOW, THEREFORE, the Declarant and Powder Horn Ranch - 2, L.L.C., declare the Additional Property (Powder Horn Ranch II Planned Unit Development, Block CC, Lots 1 through 16, and Powder Horn Ranch II Planned Unit Development, Block DD, Lots 1 through 27, described on Exhibit A) is hereby annexed into the Powder Horn pursuant to Section 2.02(a), and shall hereafter be a part of the Property, and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions and restrictions, easements, charges, liens, assessments, privileges, and rights set forth in the Declaration, all of which shall run with the land and be binding upon the Additional Property, and all parties having acquired any right, title, or interest in and to the Additional Property, or any part thereof, and shall inure to the benefit of each person having at any time an interest or estate in the Property, or any part thereof, and the Powder Horn Homeowner's

Association, Inc., (the "Association").

IN WITNESS WHEREOF the Declarant and Powder Horn Ranch - 2, L.L.C. have caused this Eleventh Supplementary Declaration Of Covenants, Conditions and Restrictions For The Powder Horn to be executed.

POWDER HORN RANCH, LLC

By: \_\_\_\_\_

Manager

POWDER HORN RANCH - 2, L.L.C.

By: \_\_\_\_\_

Manager

STATE OF WYOMING )

) ss.

County of Sheridan )

The foregoing instrument was acknowledged before me this 19 day of April, 2004, by Homer Scott, Jr., Manager of Powder Horn Ranch, LLC, and Manager of Powder Horn Ranch - 2, L.L.C.

WITNESS my hand and official seal.

Notary Public

My commission expires: 9-5-07



## EXHIBIT "A"

Powder Horn Ranch II Planned Unit Development, Block CC, Lots 1 through 16.

Formerly described as:

BLOCK CC  
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE S1/2 OF SECTION 33, T55N, R84W, OF THE 6TH P.M., SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S62°35'26"W, 2601.70 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 33; THENCE S06°36'53"W, 513.00 FEET; THENCE S20°35'46"W, 393.24 FEET; THENCE S68°52'25"W, 273.12 FEET; THENCE N02°50'35"W, 68.65'; THENCE N02°48'26"W, 982.03'; THENCE S85°05'55"E, 125.43 FEET; THENCE S52°39'39"E, 60.51 FEET; THENCE S85°31'26"E, 331.62 FEET TO THE POINT OF BEGINNING. SAID TRACT HAVING AN AREA OF 8.85 ACRES, MORE OR LESS.

Powder Horn Ranch II Planned Unit Development, Block DD, Lots 1 through 27.

Formerly described as:

BLOCK DD  
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 33, TOWNSHIP 55 NORTH, RANGE 84 WEST, OF THE 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a point located S76°10'13"W, 1356.12 feet from the East 1/4 corner of said Section 33; thence S01°05'36"E, 650.32 feet; thence S03°57'32"E, 200.03 feet; thence S01°05'36"E, 963.81 feet; thence S88°54'24"W, 135.52 feet; thence N22°33'34"W, 124.25 feet; thence N88°43'05"W, 194.34 feet; thence N34°54'08"W, 50.35 feet; thence along a curve to the right having a delta of 11°20'27", a radius of 405.00 feet, an arc length of 80.16 feet, and a chord S60°46'06"W, 80.03 feet, thence S66°26'19"W, 478.31 feet; thence N23°33'41"W, 60.00 feet; thence N66°26'19"E, 478.31 feet; thence along a curve to the left having a delta of 3°50'42", a radius of 345.00 feet, an arc length of 23.15 feet, and a chord N64°30'58"E, 23.15 feet, thence N06°17'43"W, 194.62 feet; thence N16°55'47"E, 110.59 feet; thence N06°38'28"W, 115.43 feet; thence N11°29'24"E, 92.66 feet; thence N01°05'36"W, 220.00 feet; thence N13°33'52"E, 138.32 feet; thence N01°05'36"W, 201.47 feet; thence N23°04'11"W, 107.84 feet; thence N14°05'56"E, 153.99 feet; thence N01°05'36"W, 225.39 feet; thence N88°54'24"E, 235.00 feet; thence N01°05'36"W, 55.90 feet; thence along a curve to the right having a delta of 12°31'24", a radius of 270.00 feet, an arc length of 59.02 feet, and a chord N05°10'06"E, 58.90 feet, thence S81°45'17"E, 165.77 feet to the point of beginning. Said tract having an area of 17.73 acres, more or less.

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STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF SHERIDAN   )

TWELFTH SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE POWDER HORN

THIS TWELFTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 21 day of July, 2004, by Powder Horn Ranch, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "Declarant"), and Powder Horn Ranch - 2, L.L.C., a Wyoming Limited Liability Company.

WITNESSETH:

WHEREAS, Declarant recorded a Declaration Of Covenants, Conditions And Restrictions for the Powder Horn (the "Declaration") on September, 27, 1995 in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a First Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on February 26, 1996, in Book 378, Page 321 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Second Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 10, 1996, in Book 379, Page 135 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Third Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on June 19, 1997, in Book 386, Page 401 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fourth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on November 4, 1997, in Book 389, Page 16 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fifth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on March 3, 1998, in Book 391, Page 27 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Sixth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 22, 1998, in Book 394, Page 518 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Seventh Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 11, 2000, in Book 413, Page 667 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded an Eighth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on December 8, 2000, in Book 419, Page 516 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Ninth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 24, 2002, in Book 435, Page 681 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Tenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on August 7, 2003, in Book 445, Page 609 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded an Eleventh Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 19, 2004, in Book 452, Page 411 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS, Declarant, pursuant to Article II thereof, retained the right to add additional property to the scheme of said Declaration by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C. desire to add to the scheme of these covenants the property which is owned by Powder Horn Ranch - 2, L.L.C., and described on Exhibit A to this Twelfth Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn ("the Additional Property"), which property represents Powder Horn Ranch -2 Block EE;

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C., desire to submit the Additional Property described on Exhibit A, together with all buildings, improvements, and other permanent fixtures of whatever kind, now or hereafter, and all easements, rights, appurtenants, of which are belonging to, or in any way pertaining thereto, to the covenants, conditions, restrictions, easements, charges, liens, assessments, privileges, and rights contained in the said Declaration, and to annex the Additional Property into the Property and the scheme of the Declaration in accordance with Section 2.02(a) of the Declaration.

NOW, THEREFORE, the Declarant and Powder Horn Ranch - 2, L.L.C., declare the Additional Property (Powder Horn Ranch II Planned Unit Development, Block EE, described on Exhibit A) is hereby annexed into the Powder Horn pursuant to Section 2.02(a), and shall hereafter be a part of the Property, and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions and restrictions, easements, charges, liens, assessments, privileges, and rights set forth in the Declaration, all of which shall run with the land and be binding upon the

Additional Property, and all parties having acquired any right, title, or interest in and to the Additional Property, or any part thereof, and shall inure to the benefit of each person having at any time an interest or estate in the Property, or any part thereof, and the Powder Horn Homeowner's Association, Inc., (the "Association").

IN WITNESS WHEREOF the Declarant and Powder Horn Ranch - 2, L.L.C. have caused this Twelfth Supplementary Declaration Of Covenants, Conditions and Restrictions For The Powder Horn to be executed.

POWDER HORN RANCH, LLC

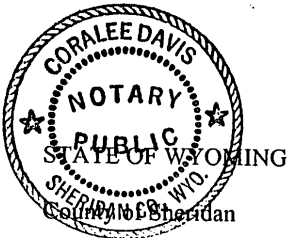
By: Homer Scott Jr.

Manager

POWDER HORN RANCH - 2, L.L.C.

By: Homer Scott Jr.

Manager



The foregoing instrument was acknowledged before me this 21 day of July, 2004, by Homer Scott, Jr., Manager of Powder Horn Ranch, LLC, and Manager of Powder Horn Ranch - 2, L.L.C.

WITNESS my hand and official seal.

Coralee Davis  
Notary Public

My commission expires: 9-5-07

### **EXHIBIT "A"**

Powder Horn Ranch II Planned Unit Development, Block EE.

Formerly described as:

#### **BLOCK EE LEGAL DESCRIPTION**

A tract of land located in the SE1/4SW1/4 and the SW1/4SE1/4, of Section 33, Township 55 North, Range 84 West, and also in the NE1/4NW1/4 and the NW1/4NE1/4, of Section 4, Township 54 North, Range 84 West of the 6<sup>th</sup> Principal Meridian, Sheridan County, Wyoming, being more particularly described as follows:

Beginning at a point located N 37°20'00" E, 691.99 feet from the South 1/4 Corner of said Section 33; thence along a curve to the left with an arc length of 84.16 feet, a radius of 270.00 feet, a chord bearing of S 57°30'34" W, a chord length of 83.82 feet, and a delta of 17°51'31"; thence S 48°34'48" W, 290.00 feet; thence along a curve to the left with an arc length of 389.55 feet, a radius of 270.00 feet, a chord bearing of S 07°14'52" W, a chord length of 356.63 feet, and a delta of 82°39'53"; thence S 34°05'05" E, 597.28 feet; thence along a curve to the right with an arc length of 311.63 feet, a radius of 1030.00 feet, a chord bearing of S 25°25'02" E, a chord length of 310.44', and a delta of 17°20'06"; thence S 73°15'01" W, 60.00 feet; thence S 55°54'55" W, 147.88 feet; thence N 49°06'30" W, 85.74 feet; thence N 20°28'03" W, 99.94 feet; thence N 42°51'02" W, 182.18 feet; thence N 16°24'01" W, 171.94 feet; thence N 49°34'26" W, 179.32 feet; thence N 63°51'45" W, 274.01 feet; thence N 21°48'07" W, 87.78 feet; thence N 59°32'40" W, 154.03 feet; thence N 13°35'18" E, 69.49 feet; thence N 33°45'16" E, 320.08 feet; thence S 80°56'12" E, 254.23 feet; thence along a curve to the right with an arc length of 165.62 feet, a radius of 330.00 feet, a chord bearing of N 34°12'10" E, a chord length of 163.88 feet, and a delta of 28°45'17", thence N 48°34'48" E, 290.00 feet; thence along a curve to the right with an arc length of 102.86 feet, a radius of 330.00 feet, a chord bearing of N 57°30'34" E, a chord length of 102.44 feet, and a delta of 17°51'31"; thence S 23°33'41" E, 60.00 feet to the point of beginning. Said tract contains an area of 10.17 acres more or less.

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STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF SHERIDAN    )

THIRTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE POWDER HORN

THIS THIRTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 29<sup>th</sup> day of September, 2005, by Powder Horn Ranch, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "Declarant"), and Powder Horn Ranch - 2, L.L.C., a Wyoming Limited Liability Company.

W I T N E S S E T H:

WHEREAS, Declarant recorded a Declaration Of Covenants, Conditions And Restrictions for the Powder Horn (the "Declaration") on September, 27, 1995 in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a First Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on February 26, 1996, in Book 378, Page 321 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Second Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 10, 1996, in Book 379, Page 135 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Third Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on June 19, 1997, in Book 386, Page 401 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fourth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on November 4, 1997, in Book 389, Page 16 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fifth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on March 3, 1998, in Book 391, Page 27 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Sixth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 22, 1998, in Book 394, Page 518 of the Records of the

Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Seventh Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 11, 2000, in Book 413, Page 667 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded an Eighth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on December 8, 2000, in Book 419, Page 516 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Ninth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 24, 2002, in Book 435, Page 681 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Tenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on August 7, 2003, in Book 445, Page 609 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded an Eleventh Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 19, 2004, in Book 452, Page 411 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Twelfth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 26, 2005, in Book 455, Page 162 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS, Declarant, pursuant to Article II thereof, retained the right to add additional property to the scheme of said Declaration by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C. desire to add to the scheme of these covenants the property described on Exhibit A to this Thirteenth Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn ("the Additional Property"), which property represents Powder Horn Ranch PUD Block T;

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C., desire to submit the Additional Property described on Exhibit A, together with all buildings, improvements, and other permanent fixtures of whatever kind, now or hereafter, and all easements, rights, appurtenants, of which are belonging to, or in any way pertaining thereto, to the covenants, conditions, restrictions, easements, charges, liens, assessments, privileges, and rights contained in the said Declaration, and to annex the Additional Property into the Property and the scheme of the Declaration in accordance with Section 2.02(a) of the Declaration.

NOW, THEREFORE, the Declarant and Powder Horn Ranch - 2, L.L.C., declare the Additional Property (Powder Horn Ranch Planned Unit Development, Block T, described on Exhibit A) is



hereby annexed into the Powder Horn pursuant to Section 2.02(a), and shall hereafter be a part of the Property, and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions and restrictions, easements, charges, liens, assessments, privileges, and rights set forth in the Declaration, all of which shall run with the land and be binding upon the Additional Property, and all parties having acquired any right, title, or interest in and to the Additional Property, or any part thereof, and shall inure to the benefit of each person having at any time an interest or estate in the Property, or any part thereof, and the Powder Horn Homeowner's Association, Inc., (the "Association").

IN WITNESS WHEREOF the Declarant and Powder Horn Ranch - 2, L.L.C. have caused this Thirteenth Supplementary Declaration Of Covenants, Conditions and Restrictions For The Powder Horn to be executed.

POWDER HORN RANCH, LLC

By: \_\_\_\_\_

Manager

POWDER HORN RANCH - 2, L.L.C.

By: \_\_\_\_\_

Manager

STATE OF WYOMING )

) ss.

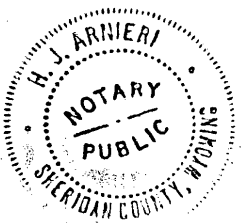
County of Sheridan )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of September, 2005, by Homer Scott, Jr., Manager of Powder Horn Ranch, LLC, and Manager of Powder Horn Ranch - 2, L.L.C.

WITNESS my hand and official seal.

Notary Public

My commission expires: Oct 23, 2008



**LEGAL DESCRIPTION  
POWDER HORN RANCH P.U.D.  
BLOCK T  
11.59 ACRES**

THE ABOVE OR FOREGOING SUBDIVISION OF A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 55 NORTH, RANGE 84 WEST, AND IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 54 NORTH, RANGE 84 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N81°28'55"E, 1740.95 FEET FROM THE EAST SIXTEENTH CORNER OF SECTIONS 33 AND 4, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF EAGLE RIDGE DRIVE; THENCE N51°47'26"E, 151.07 FEET; THENCE S71°17'38"E, 553.70 FEET; THENCE S16°55'15"E, 928.66 FEET; THENCE S00°25'32"W, 341.26 FEET; THENCE S80°54'10"W, 202.79 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF POWDER HORN ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID POWDER HORN ROAD THE FOLLOWING COURSES: N00°25'32"E, 218.91 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 746.63 FEET, AN ARC LENGTH OF 805.73 FEET, A DELTA ANGLE OF 61°49'50", WITH A CHORD LENGTH OF 767.19 FEET BEARING N30°29'23"W; THENCE N61°24'18"W, 267.22 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 770.00 FEET, AN ARC LENGTH OF 147.87 FEET, A DELTA ANGLE OF 11°00'11", WITH A CHORD LENGTH OF 147.64 FEET BEARING N55°54'13"W TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF SAID EAGLE RIDGE DRIVE; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID POWDER HORN ROAD AND CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SAID EAGLE RIDGE DRIVE THE FOLLOWING COURSES: N41°27'31"E, 41.54 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS 175.00 FEET, AN ARC LENGTH OF 243.33 FEET, A DELTA ANGLE OF 79°40'04", WITH A CHORD LENGTH OF 224.20 FEET, BEARING N01°37'29"E TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 11.59 ACRES, MORE OR LESS;

STATE OF WYOMING     )  
                                   ) ss.  
 COUNTY OF SHERIDAN    )

FOURTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS  
 FOR THE POWDER HORN

THIS FOURTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 30<sup>th</sup> day of November, 2005, by Powder Horn Ranch, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "Declarant"), and Powder Horn Ranch - 2, L.L.C., a Wyoming Limited Liability Company.

WITNESSETH:

WHEREAS, Declarant recorded a Declaration Of Covenants, Conditions And Restrictions for the Powder Horn (the "Declaration") on September, 27, 1995 in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a First Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on February 26, 1996, in Book 378, Page 321 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Second Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 10, 1996, in Book 379, Page 135 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Third Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on June 19, 1997, in Book 386, Page 401 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fourth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on November 4, 1997, in Book 389, Page 16 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fifth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on March 3, 1998, in Book 391, Page 27 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Sixth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 22, 1998, in Book 394, Page 518 of the Records of the

Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Seventh Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 11, 2000, in Book 413, Page 667 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded an Eighth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on December 8, 2000, in Book 419, Page 516 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Ninth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 24, 2002, in Book 435, Page 681 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Tenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on August 7, 2003, in Book 445, Page 609 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded an Eleventh Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 19, 2004, in Book 452, Page 411 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Twelfth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 26, 2005, in Book 455, Page 162 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Thirteenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on September 30, 2005, in Book 467 Page 582 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS, Declarant, pursuant to Article II thereof, retained the right to add additional property to the scheme of said Declaration by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C. desire to add to the scheme of these covenants the property described on Exhibit A to this Fourteenth Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn ("the Additional Property"), which property represents The Powder Horn Cottages at the Hub

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C., desire to submit the Additional Property described on Exhibit A, together with all buildings, improvements, and other permanent fixtures of whatever kind, now or hereafter, and all easements, rights, appurtenants, of which are belonging to, or in any way pertaining thereto, to the covenants, conditions, restrictions, easements, charges, liens, assessments, privileges, and rights contained in the said Declaration, and to annex the Additional Property into the Property and the scheme of the Declaration in accordance with Section 2.02(a) of

the Declaration.

NOW, THEREFORE, the Declarant and Powder Horn Ranch - 2, L.L.C., declare the Additional Property (The Powder Horn Cottages at the Hub, described on Exhibit A) is hereby annexed into the Powder Horn pursuant to Section 2.02(a), and shall hereafter be a part of the Property, and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions and restrictions, easements, charges, liens, assessments, privileges, and rights set forth in the Declaration, all of which shall run with the land and be binding upon the Additional Property, and all parties having acquired any right, title, or interest in and to the Additional Property, or any part thereof, and shall inure to the benefit of each person having at any time an interest or estate in the Property, or any part thereof, and the Powder Horn Homeowner's Association, Inc., (the "Association").

IN WITNESS WHEREOF the Declarant and Powder Horn Ranch - 2, L.L.C. have caused this Fourteenth Supplementary Declaration Of Covenants, Conditions and Restrictions For The Powder Horn to be executed.

POWDER HORN RANCH, LLC

By: Homer Scott Jr.

Manager

POWDER HORN RANCH - 2, L.L.C.

By: Homer Scott Jr.

Manager

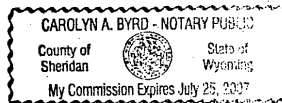
STATE OF WYOMING     )  
  ) ss.  
County of Sheridan     )

The foregoing instrument was acknowledged before me this 30th day of November, 2005, by Homer Scott, Jr., Manager of Powder Horn Ranch, LLC, and Manager of Powder Horn Ranch - 2, L.L.C.

WITNESS my hand and official seal.

Carolyn A. Byrd  
Notary Public

My commission expires: 7-25-07



**EXHIBIT "A"**

**Legal Description  
of  
The Powder Horn Cottages at the Hub**

A tract of land located in the SW1/4SE1/4 of Section 33, Township 55 North, Range 84 West, and the NW1/4NE1/4 of Section 4, Township 54 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, being more particularly described as follows:

Beginning at a point located S 89°44'28" W, 506.40 feet from the East 1/16 Corner of said Sections 33 and 4; thence S 08°28'54" E, 50.00 feet; thence along a curve to the right with a length of 98.39 feet, a radius of 877.25 feet, a delta angle of 06°25'33", a chord bearing of S 84°43'53" W, and a chord length of 98.34 feet; thence S 00°15'51" W, 203.40 feet; thence along a curve to the right with a length of 256.26 feet, a radius of 785.00 feet, a delta angle of 18°42'15", a chord bearing of S 10°19'11" W, and a chord length of 255.13 feet; thence S 19°40'18" W, 184.00 feet; thence along a curve to the right with a length of 139.42 feet, a radius of 225.00 feet, a delta angle of 35°30'10", a chord bearing of S 37°25'24" W, and a chord length of 137.20 feet; thence along the easterly right-of-way line of Club House Drive along a curve to the left with a length of 228.15 feet, a radius of 1030.00 feet, a delta angle of 12°41'29", a chord bearing of N 27°44'20" W, and a chord length of 227.69 feet; thence along said easterly boundary N 34°05'05" W, 597.28 feet; thence leaving said easterly right-of-way N 59°45'39" W, 63.81 feet; thence along a curve to the right with a radius of 420.29 feet, a radius of 540.00 feet, a delta angle of 44°35'40", a chord bearing N 82°03'30" E, and a chord length of 409.77 feet; thence along a curve to the left with a length of 107.16 feet, a radius of 555.00 feet, a delta angle of 11°03'47", a chord bearing N 81°10'33" W, and a chord length of 107.00 feet; thence N 88°48'01" W, 45.02; thence along a curve to the left with a length of 90.75 feet, a radius of 827.25 feet, a delta angle of 06°17'08", a chord bearing S 84°39'40" W, and a chord length of 90.71 feet to the point of beginning.

Said tract contains 6.41 acres more or less.

537601 DECLARATION OF COVENANTS  
BOOK 473 PAGE 0432  
RECORDED 04/18/2006 AT 04:25 PM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

**DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR  
THE POWDER HORN COTTAGES AT THE HUB**

**LANDS BOUND**

**THE UNDERSIGNED DECLARANT, Powder Horn Ranch – 2, L.L.C.**, heretofore having recorded in the office of the Clerk and Recorder of Sheridan County, State of Wyoming, that certain [Amended] Plat for The Powder Horn Cottages At The Hub, which is filed in Drawer "P" of Plats, being denoted therein as Plat No. 77; and, said Declarant being now the sole and exclusive owner of the following described lands, which are defined and described in that said Plat as herein below stated, to wit:

**A Tract of land located in the SW ¼ SE ¼ of Section 33, Township 55 North, Range 84 West, and in the NW ¼ NE ¼ of Section 4, Township 54 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming; being more particularly described as follows:**

**Beginning at a point located S 89° 44' 28" W, 506.40 feet from the East 1/16 Corner of said Sections 33 and 4; thence, S 08° 28' 54" E, 50 feet; thence, along a curve to the right with a length of 69.98 feet, a radius of 877.25 feet, a delta angle of 04° 34' 15" a chord bearing of S 83° 48' 13" W, and a chord length of 69.96 feet; thence, along a curve to the right with a length of 26.51 feet, a radius of 605.00 feet, a delta angle of 02° 30' 37", a chord bearing of S 87° 20' 39" W, and a chord length of 26.51 feet; thence, S 00° 58' 04" W, 153.63 feet; thence, along a curve to the right with a length of 256.26 feet, a radius of 785 feet, a**



delta angle of  $18^{\circ} 42' 15''$ , a chord bearing of  $S 10^{\circ} 19' 11'' W$ , and a chord length of 255.13 feet; thence,  $S 19^{\circ} 40' 18'' W$ , 184.00 feet; thence, along a curve to the right with a length of 139.42 feet, a radius of 225.00 feet, a delta angle of  $35^{\circ} 30' 10''$ , a chord bearing of  $S 37^{\circ} 25' 24'' W$ , and a chord length of 137.20 feet; thence along the easterly right-of-way line of Club House Drive along a curve to the left with a length of 228.15 feet, a radius of 1030.00 feet, a delta angle of  $12^{\circ} 41' 29''$ , a chord bearing of  $N 27^{\circ} 44' 20'' W$ , and a chord length of 227.69 feet; thence, along said easterly right-of-way  $N 34^{\circ} 05' 05'' W$ , 559.88 feet; thence, leaving said easterly right-of-way,  $N 59^{\circ} 45' 39'' E$ , 38.39 feet; thence, along a curve to the right with a length of 132.38 feet, a radius of 780.00 feet, a delta angle of  $09^{\circ} 43' 28''$ , a chord bearing of  $N 64^{\circ} 37' 23'' E$ , and a chord length of 132.22 feet; thence, along a curve to the right with a length of 307.17 feet, a radius of 495.00 feet, a delta angle of  $35^{\circ} 33' 17''$ , a chord bearing of  $N 87^{\circ} 15' 46'' E$ , and a chord length of 302.27 feet; thence, along a curve to the left with a length of 183.57 feet, a radius of 555.00 feet, a delta angle of  $18^{\circ} 57' 04''$ , a chord bearing of  $S 84^{\circ} 26' 08'' E$ , and a chord length of 182.74 feet; thence, along a curve to the left with a length of 65.99 feet, a radius of 827.25 feet, a delta angle of  $04^{\circ} 34' 15''$ , a chord bearing of  $N 83^{\circ} 48' 13'' E$ , and a chord length of 65.98 feet, to the point of beginning.

[Said Tract containing 6.41 acres, more or less.]

Said Tract thereby and now being subdivided into Lot Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27; and including also the Common Area described as "Outlot A", as shown on the said Subdivision Plat; and, the Dedicated Area for access, as shown on the said Subdivision Plat.

### DECLARATION

BY THESE PRESENTS, THE DECLARANT, POWDER HORN RANCH - 2, L.L.C., acting by and through its undersigned Manager, **DECLARES** that the lands, which immediately herein above are described, **are bound** by and to the covenants, conditions, and restrictions that the **Declarant** herein below declares and states, which said covenants, conditions, and restrictions **touch, concern, and inure to the benefit of** the said lands; and, that these covenants, conditions, and restrictions **run with the land** perpetually hereafter; such that, the lands, which immediately herein above are described, now are held, and hereafter shall be transferred, sold, conveyed, and occupied **subject to** the covenants, conditions, and restrictions which the **Declarant** declares and states herein below in this document.

### COVENANTS, CONDITIONS AND RESTRICTIONS

#### Article 1 Terms Defined

[1.01] **General Definitions.** Except as specially defined herein below, or unless a particular definition, interpretation, or legal construction or application hereafter is required by operation of law, the words of this document are defined and shall be applied according to their plain and simple meaning.

[1.02] **Special Terms Defined.** The terms which are listed below in this subsection are specially defined for this document, and they shall be applied in the context of this document according to the definitions which herein below are stated.

[A] **Association.** The term "Association" [whether capitalized or emphasized by bold print or not] is defined to mean the **Powder Horn Cottages At The Hub Homeowners Association, Inc.** [a Wyoming non-profit corporation, identified in the office of the Wyoming Secretary of State as CID: 2005-00500593].

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[B] **Board.** The term "**Board**" [whether capitalized or emphasized by bold print or not] is defined to mean the Board of Directors of the aforesaid **Powder Horn Cottages At The Hub Homeowners Association, Inc.**

[C] **Common Area.** The term "**Common Area**" [whether capitalized or emphasized by bold print or not], with reference to the above described and final amended Plat for The Powder Horn Cottages At The Hub, is defined to mean and to include the following:

[1] **Space Between Lots.** The area which is shown and described upon the said final amended Plat as the lands that comprise "**Outlot A**".

[a] **Improvements.** The landscaped areas between Lots, driveways, and walkways or paths made as improvements upon or to "**Outlot A**" are included in the "**Common Area**" of the Subdivision.

[2] **Space Which Pertains To Vehicle Access.** The areas, which are within the perimeter of the said "**Outlot A**", that are denoted as "**Cayuse Court**", "**Cattle Court**", "**Stetson Court**", and, "**Concho Court**".

[D] **Cottages At The Hub Covenants.** The term "**Cottages At The Hub Covenants**" [whether capitalized or emphasized by bold print or not] is defined to mean the **DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR THE POWDER HORN COTTAGES AT THE HUB**, which this document declares and states.

[E] **Declarant.** The term "**Declarant**" [whether capitalized or emphasized by bold print or not] is defined to mean **Powder Horn Ranch – 2, L.L.C.**, which is a Wyoming Limited Liability Company, of which the Manager (at the time this document is made and dated) is Homer Scott, Jr., and the mailing address of which is 23 Country Club Lane, Sheridan, Wyoming 82801.

[F] **Declaration.** The term "**Declaration**" [whether capitalized or emphasized by bold print or not] is defined to mean the covenants, conditions, and restrictions which are declared and stated in, and which constitute, this document; and, also to mean the document, itself, taken as a whole.

[G] **Dedicated Area.** The term "**Dedicated Area**" [whether capitalized or emphasized by bold print or not], with reference to the above described and final amended Plat for The Powder Horn Cottages At The Hub, is defined to mean and to include the following:

[1] The areas, which are within, but at the edges, the perimeter of the platted subdivision, that are shown, described, and denoted on the said final amended Plat as a segment of "**Country Club Lane**" and as "**Swilcan Burn Lane**".

[H] **Design Review Committee.** The term "**Design Review Committee**" [whether capitalized or emphasized by bold print or not] is defined to mean the **Design Review Committee**, for which provision is made under, and which is appointed and conducts its business pursuant to the authority of, **Article IX** of the **Powder Horn Covenants**.

[I] **Developer.** The term "**Developer**" [whether capitalized or emphasized by bold print or not] is defined to mean **Powder Horn Ranch - 2, L.L.C.**, which is a Wyoming Limited Liability Company, of which the Manager (at the time this document is made and dated) is Homer Scott, Jr., and the mailing address of which is 23 Country Club Lane, Sheridan, Wyoming 82801.

[J] **Lot.** The term "**Lot**" [whether capitalized or emphasized by bold print or not] is defined to mean any one of the platted **Lot Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27**, which are contained within **The Powder Horn Cottages At The Hub**, as shown on the final amended Plat of the Subdivision.

[1] **Adjoining Lot.** The term "**Adjoining Lot**" [whether capitalized or emphasized by bold print or not] is defined to mean any Lot, as shown on the Subdivision Plat, which is located and situated in such a way that it borders any portion of the same part of Common Area in "**Outlot A**" which immediately borders another Lot, without the interposition of any separating Lot; such that, more than one Adjoining Lot may exist with reference to a particular Lot, but each Lot has at least one other Adjoining Lot.

[K] **Member.** The term “**Member**” [whether capitalized or emphasized by bold print or not], for purposes of this document, has the same meaning for “” Member” as stated in **Subsection 3.2.9 of the BYLAWS OF POWDER HORN COTTAGES AT THE HUB HOMEOWNERS ASSOCIATION, INC.**, as and if amended, renumbered, or otherwise modified, which is incorporated herein by this express reference, and as shown from time-to-time on the Membership Registry which the Association maintains under **Subsection 3.2.10 of the said BYLAWS**, as and if amended, renumbered, or otherwise modified, which is incorporated herein by this express reference; *provided, however*, that any person or entity who or which holds only a security interest [e.g., the security interest of a mortgagee under a mortgage granted to enable the financing of the purchase of a Lot] shall not be deemed to be a Member for purposes of this document.

[L] **Owner.** The term “**Owner**” [whether capitalized or emphasized by bold print or not], for purposes of this document, has the same meaning as stated for “**Owner**” in **Subsection 3.2.11 of the BYLAWS OF POWDER HORN COTTAGES AT THE HUB HOMEOWNERS ASSOCIATION, INC.**, as and if amended, renumbered, or otherwise modified, which is incorporated herein by this express reference; *provided, however*, that any person or entity who or which holds only a security interest [e.g., the security interest of a mortgagee under a mortgage granted to enable the financing of the purchase of a Lot] shall not be deemed to be a Owner for purposes of this document. [See Also. “Residential Owner”, as herein below defined.]

[M] **Powder Horn Covenants.** The term “**Powder Horn Covenants**” [whether capitalized or emphasized by bold print or not] is defined to mean the **Declaration Of Covenants, Conditions, And Restrictions For The Powder Horn**, which initially were recorded in the office of the Clerk and Recorder of Sheridan County, State of Wyoming, on September 27, 1995, in **Book 375 of Deeds**, commencing at **Page 563**, as those said **Powder Horn Covenants** may have been, and may be, amended or supplemented from time-to-time after September 27, 1995, to the extent made a matter of public record by filing with the office of the Clerk and Recorder of Sheridan County, State of Wyoming.

[N] **Powder Horn Residential Development Standards.** The term “**Powder Horn Residential Development Standards**” [whether

capitalized or emphasized by bold print or not] is defined to mean the **Powder Horn Residential Development Standards**, which initially were recorded in the office of the Clerk and Recorder of Sheridan County, State of Wyoming, on July 6, 2000, in **Book 416 of Deeds**, commencing at **Page 166**, as those said **Powder Horn Residential Development Standards** may have been, and may be, amended or supplemented from time-to-time after July 7, 2000, to the extent made a matter of public record by filing with the office of the Clerk and Recorder of Sheridan County, State of Wyoming.

[O] **Residential Owner.** The term "**Residential Owner**" [whether capitalized or emphasized by bold print or not] is defined to mean an "**Owner**", other than the Declarant, who purchases a Residential Unit for the purpose of residing in said Residential Unit, intermittently or upon a full-time basis.

[P] **Residential Unit.** The term "**Residential Unit**", which may be shortened in places in this document to "**Residence**", or to "**Unit**", for purposes of convenient reference [whether capitalized or emphasized by bold print or not] is defined to mean each residential structure, and the garage structure that is associated with each residential structure, which the Declarant builds, or causes to be built, within the Subdivision.

[Q] **Subdivision.** The term "**Subdivision**" [whether capitalized or emphasized by bold print or not] is defined to mean **The Powder Horn Cottages At The Hub**, which is a subdivision of lands that are situated in Sheridan County, State of Wyoming, which herein above are described, and which are shown on that certain [Amended] **Plat for The Powder Horn Cottages At The Hub**, which is filed in the office of the Clerk and Recorder of Sheridan County, State of Wyoming, in **Drawer \_\_\_\_ of Plats**, being denoted therein as **Plat No. \_\_\_\_**. [See Also. Subject Property, as herein below defined.]

[1] **Shortened Or Abbreviated Name For Convenience.** For purposes of convenient reference in conducting the business of the Subdivision, the Association may select, and may change from time-to-time, a shortened familiar name, or abbreviation, to refer to the Subdivision; provided, however, that any such shortened familiar name, or abbreviation, must relate clearly to **The Powder Horn Cottages At The Hub**.

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[R] **Subject Property.** The term “**Subject Property**” [whether capitalized or emphasized by bold print or not] is defined to mean the lands which are described herein above within the portion of this document which is subtitled as “**LANDS BOUND**”, said lands being both as therein described, and – after the platting process – also consisting of the platted **Lot Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27**; and the **Common Area**, as here above defined, which is shown on the Subdivision Plat; and, the **Dedicated Area**, as herein above defined, which is shown on the Subdivision Plat; and, improvements to and appurtenances belonging unto the above described lands.

## **Article 2**

### **Property Subject To These Covenants, Conditions And Restrictions**

[2.01] **Property Which Presently Is Platted.** The covenants, conditions, and restrictions, which are stated in this document, pertain to, touch and concern inure to the benefit of, and run with the land that constitutes the **Subject Property**, which the Declarant herein above defines in this document.

[2.02] **Additional Property.** For the purposes of assuring land use that is consistent with the Powder Horn Ranch Planned Unit Development and the Powder Horn Ranch II Planned Unit Development in Sheridan County, Wyoming; and, of assuring design and architecture that will complement the overall pattern or design and architecture in the several components of those said Planned Unit Developments; and, of assuring the application of cost-effective land management practices to the accomplishment of the objectives of those said Planned Unit Developments – the Declarant hereafter may allow, or may cause, other lands which are contiguous to the Subdivision to become a part of the Subject Property to which these conditions, covenants, and restrictions apply, and which they govern; *provided, however*, that any such addition of such lands shall be subject to the prior approval of the Association, through its confirming simple majority vote, in accord with the voting procedures that are stated under **Subsection 4.4 of the BYLAWS OF POWDER HORN COTTAGES AT THE HUB HOMEOWNERS ASSOCIATION, INC.**, as and if amended, renumbered, or otherwise modified, which is incorporated herein by this express reference.



**Article 3****Provisions Which Pertain Especially To Residential Units**

[3.01] **Inclusion.** The covenants, conditions, and restrictions, which the Declarant declares and states in this document, and as and if this document hereafter is amended, supplemented, or otherwise modified, apply to and shall govern the ownership and use of each and every Lot and each and every Residential Unit within the Subdivision.

[3.02] **Restrictions Against Post-Construction Alterations.** No alteration to, change in, addition to, or deletion from any Residential Unit, or associated garage structure, within the Subdivision shall be made at any time after the completion of the construction of such Residential Unit, and associated garage structure, and the initial sale of such Residential Unit to a Residential Owner, if such alteration to, change in, addition to, or deletion from such Residential Unit, or associated garage structure, would be visible from the exterior of the Residential Unit; or, would impair the strength of any wall or structural component of the Residential Unit; or, would tend to increase the potential for the transmission of sound from the Residential Unit to a Residential Unit upon an Adjoining Lot [whether or not that other Residential Unit already has been constructed]; or, would affect adversely the use or enjoyment of a Residential Unit upon an Adjoining Lot [whether or not that other Residential Unit already has been constructed]; except, and unless, such alteration to, change in, addition to, or deletion from such Residential Unit, or associated garage structure, is approved in advance and in writing by the Design Review Committee and by the Board.

[3.03] **Restrictions Against Covering, Roofing, Or Color Changes.** No change in the exterior covering, roofing material, or color of any Residential Unit shall be made at any time after the completion of the construction of such Residential Unit, and associated garage structure, and the initial sale of such Residential Unit to a Residential Owner; provided, however, that the Board, with the prior written approval of the Design Review Committee, may authorize, undertake, and complete – in stages, or otherwise – a general change in the exterior covering, roofing material, or color of Residential Units within the Subdivision, in order to enhance the utility of occupancy or the aesthetic qualities of the Residential Units in the Subdivision.

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**[3.04] Restrictions Against Commercial Use.** No Residential Owner shall occupy or use the Residential Unit, or associated garage structure, which that Residential Owner owns, for the purpose of conducting any on-premises trade or business, or for any other on-premises commercial purpose.

**[A] Restrictions Against And Conditions For Limited Signage.** No Residential Owner shall erect, place, or otherwise in any way display any sign upon or about the premises of a Residential Unit in the Subdivision; excepting, only and exclusively, the following:

**[1] Identification Purposes.** The Residential Owner of a Residential Unit may place one [1] sign upon the premises which identifies the street address of the Residential Unit, and the Residential Owner of the Residential Unit.

**[2] Property Sale Purposes.** In the event that a Residential Owner hereafter seeks to sell the Residential Unit which that Residential Owner owns in the Subdivision, then that Residential Owner may cause or allow one [1] professional sign temporarily to be placed upon the premises to advertise the availability of that Residential Unit for resale and purchase; provided, however, that any such temporary sign shall not be more than five [5] square feet in size; and, the design and display of such temporary sign also shall comply with the signage provisions of the Powder Horn Covenants.

**[3.05] Restrictions Pertaining To Animals, And Conditional Exceptions For Domestic Pets.** Except as expressly stated below in this Subsection [3.05], the Residential Owners shall **not** allow, bring, breed, keep, or maintain any domesticated animal of any kind in any Residential Unit, or associated garage structure, within the Subdivision; and, the Residential Owners shall **not** feed, provide feed for, or allow the feeding of any deer, elk, ducks, geese, or other wild animals or birds within the Subdivision.

**[A] Domestic Pets.** As an exception, a Residential Owner may allow, bring, keep, and maintain a domestic pet – such as a dog, cat, caged song-bird, or aquarium-contained fish – in the Residential Unit which that Residential Owner owns in the Subdivision; provided, however, that the Residential Owner satisfies the following conditions:

[1] **Pet Registration.** A Residential Owner who keeps a domestic pet within a Residential Unit shall register that domestic pet with the Board, upon written registration records which are to be provided and maintained by the Board; and, the Residential Owner also shall provide written evidence of required immunizations for the Board in the domestic pet registration process.

[2] **Leashes.** A Residential Owner shall keep a domestic dog or cat upon a leash within the Subdivision, and within the perimeter of the Powder Horn Ranch Planned Unit Development and the Powder Horn Ranch II Planned Unit Development, at all times when the animal is not within the Residential Unit of the Residential Owner; and, each Residential Owner shall attend to, or provide for the alternative human attendance of, each such dog or cat at all such times.

[3] **Nuisance Prevention.** A Residential Owner shall take all necessary actions and make all necessary provisions to assure that no domestic pet which said Residential Owner allows, brings, keeps, or maintains within the Residential Unit of that Residential Owner, or anywhere else within the Subdivision, and within the perimeter of the Powder Horn Ranch Planned Unit Development and the Powder Horn Ranch II Planned Unit Development, shall be, or become, a nuisance, including, but not thereby being limited to, a nuisance associated with noise, defecation, or any other animal behavior.

[4] **Sanitation.** It is the sole responsibility of a Residential Owner, and the Residential Owner promptly shall clean-up, and shall dispose of in a sanitary way, any and all feces that any domestic pet of said Residential Owner produces within the Subdivision, and within the perimeter of the Powder Horn Ranch Planned Unit Development and the Powder Horn Ranch II Planned Unit Development.

[5] **Personal Injury Of Property Damage.** It is the sole responsibility of a Residential Owner, and the Residential Owner promptly shall make provision for, and shall bear the entire cost of, the medical treatment of any and all personal injury, and the repair of any and all property damage, that any domestic pet of the Residential Owner inflicts, or causes.

[6] **Special Regulations.** If the Board shall determine, in its discretion, and in furtherance of requirements of public need, safety, and convenience, that special regulations are required, in addition to the relevant provisions of these covenants, conditions, and restrictions, in order to regulate the manner in which Residential Owners keep and maintain their domestic pets within the Subdivision, each Residential Owner shall be bound by, and shall comply with, the provisions of any such regulations, and amendments to them.

[3.06] **No Clutter.** A Residential Owner shall not clutter, or allow their guests to clutter, the exterior premises of the Residential Unit, and associated garage structure, which the Residential Owner owns in the Subdivision. Examples of such clutter include, but are not necessarily limited to, the following.

[A] **Laundry.** Bedding, clothing, shall not be hung to air, or to dry, in any place outside a Residential Unit which is visible from any perimeter roadway, or internal walkway, of the Subdivision.

[B] **Recreational Items.** Except when they are in actual use, bicycles, infant perambulators, other recreational vehicles, toys, and similar items shall not be kept, or left, on any porch or patio, in any driveway or walkway, or in any part of the Common Area or the Dedicated Area of the Subdivision.

[C] **Vehicles.** Automobiles and other vehicles shall be parked only in those places in the Subdivision which are designated for such parking, and only during such periods of time which are allowed for such parking – as determined by the Board, and subject to the modification of the Board from time-to-time; and, shall not be left outside overnight within the Subdivision under any circumstances.

[D] **Recreational Vehicles, Boats, And Trailers.** If stored within the Subdivision, recreational vehicles of all kinds, boats, trailers, and similar items shall be kept in storage only within a garage structure in the Subdivision; and, shall not be left outside overnight within the Subdivision under any circumstances.

[3.07] **Communication Antennae.** Within the Subdivision, the Board has, and may exercise, sole discretionary authority to determine whether any

exterior communication antenna of any kind may be installed and maintained upon the exterior premises of any Residential Unit within the Subdivision, or within any part of the Common Area; and, that discretionary authority also shall extend to the determination of the kind and specifications of any such exterior communication antenna; and, that discretionary authority also shall extend to enable the Board to reconsider, modify, or continue with any decision that the Board makes with regard to communication antennae within the Subdivision. A Residential Owner shall **not** allow, or cause, any television dish or other television antenna, or radio antenna, or other wireless communications enabling antenna to be placed upon the exterior of the Residential Unit, and associated garage structure, which the Residential Owner owns, or upon any portion of the Common Area or the Dedicated Area of the Subdivision – unless and until, the prior written approval of such antenna placement is requested from the Board by the Residential Owner, and is granted by the Board.

[3.08] **Access To Inspect, Maintain, Repair, And Improve.** Each Residential Owner grants the Board – which said Board may act through its officers, employees, contractors, or other agents, or through public officials with legal authority to exercise in the circumstances then existing – a permit-to-enter, or a right-of-access upon and across, the Lot which the Residential Owner owns; and, a right-of-access to the exterior of the Residential Unit, and associated garage structure, which the Residential Owner owns; and, a right-of-entry into the interior premises of the Residential Unit, and associated garage structure, which the Residential Owner owns – all of the aforesaid access permits or rights to be exercised only for purposes of safety or of public necessity, in order to inspect the Lot and the exterior and interior of the Residential Unit, and associated garage structure, to determine whether maintenance, repair, component replacement, or improvements are required, which are the responsibility of the Association; and, in order to make or do such maintenance, repair, component replacement, or improvements; provided, however, except in the case of fire, flood, other natural calamities, or other emergency circumstances, the Board – or the individual or entity through which the Board acts hereunder – provides the Residential Owner with **reasonable advance notification** of the need and intent to obtain, have, and use such access for the purposes which herein above are described; and, provided further, however, in the case of fire, flood, other natural calamities, or other emergency circumstances, the Board – or the individual or entity through which the Board acts hereunder – provides the Residential Owner with an explanation of the need for such

access, and of any action that had to be taken, promptly following the occasion of access.

**[3.09] Quiet Enjoyment.** Each Residential Owner covenants not to occupy or to use the Residential Unit, and associated garage structure, which that Residential Owner owns, and not to engage in any conduct or activity within the Subdivision which would interfere with the quiet enjoyment by each other Residential Owner of the Residential Unit, and associated garage structure, which each other Residential Owner owns; or, which would interfere with the quiet enjoyment by each other Residential Owner of the Common Area and the Dedicated Area of the Subdivision.

**[A] Non-Exclusive Examples.** As examples, but not with the intention thereby of expressing limitation, each Residential Owner acknowledges and agrees that the failure to abide by these covenants, conditions, and restrictions; or, the making or allowance of unreasonable amounts of noise or of exterior lighting; or, the allowance, creation, or maintenance of a nuisance; or, the breaking of any civil or criminal law – within the Subdivision – would interfere with the quiet enjoyment of other Residential Owners and would constitute a breach of the covenant that is stated above under **Subsection 3.09** of this document.

**[3.10] Non-Exoneration In Case Of Breach By Guest Or Tenant.** The fact that a breach of any provision of these covenants, conditions, and restrictions has been made by the guest or tenant of a Residential Owner shall **not** exonerate that Residential Owner from any responsibility and obligation which these covenants, conditions, and restrictions impose upon the Residential Owner; and, each Residential Owner is and shall remain personally responsible and liable, both jointly and severally, for the keeping of these covenants, conditions, and restrictions by each guest or tenant that the Residential Owner allows to use or occupy the Residential Unit which the Residential Owner owns.

**[3.11] Other Rules And Regulations.** Each Residential Owner covenants affirmatively, and agrees, to accept and to be bound by other rules and regulations, which the Board may establish, and also may modify, from time-to-time under the authority of **Article 6** of this document.

#### Article 4

##### Provisions Which Pertain Especially To Common Area

[4.01] **Inclusion.** The covenants, conditions, and restrictions, which the Declarant declares and states in this document, and as and if this document hereafter is amended, supplemented, or otherwise modified, apply to and shall govern the common ownership and use of the Common Area within the Subdivision.

[4.02] **Use And Benefit.** The Association, under the direction and control of the Board, shall maintain the Common Area within the Subdivision for the common use and benefit of the Declarant, while an Owner, and of the Residential Owners and the guests or tenants of the Residential Owners. That said common use of and benefit from the Common Area of the Subdivision by the Declarant, while an Owner, and by the Residential Owners shall include, but not thereby necessarily be limited to, access to, ingress upon, passage across, and egress from the landscaped areas between Lots, driveways, and walkways or paths made as improvements upon or to "Outlot A", and the areas, which are within the perimeter of the said "Outlot A", that are denoted as "Cayuse Court", "Cattle Court", "Stetson Court", and, "Concho Court". The Common Area of the Subdivision is not dedicated, or to be maintained, for use and benefit of the public generally.

[4.03] **Access To And Between Residential Units.** The Association, under the direction and control of the Board, shall maintain the vehicular access routes which are shown on the final amended Plat of the Subdivision; and, also such driveways, walkways, or paths as are required to provide safe and convenient access to and between the Residential Units of the Subdivision; and, also such other modes of ingress and egress with reference to the Subdivision as may be required by law, or applicable zoning or land use regulations.

[4.04] **Conveniences.** The Association, under the direction and control of the Board, shall maintain, repair, or replace, and – with the prior approval of the Design Review Committee – may improve upon or make additions to, the landscaping, fencing, street or pathway lighting, and utility accommodation structures which the Declarant constructs or places within the Subdivision.



**[4.05] No Commercial Or Business Use.** Excepting only the temporary placement of a sign which complies with the signage restrictions of this document (See. Subsection [3.04][A][2]) that may advertise to the public that a Residential Unit is for sale, no commercial or business use of any kind shall be allowed upon or made of the Common Area of the Subdivision.

**[4.06] Vehicle Operation, Parking, And Storage.** The Declarant, while an Owner, and each Residential Owner shall operate, keep, temporarily park, and store any and every vehicle which comes into the Subdivision only in the places within the Common Area or the Dedicated Area of the Subdivision which are provided and set aside for those purposes – including, for each Residential Owner, the garage structure associated with the Residential Unit of that Residential Owner; and, all vehicular access and operation within the Subdivision shall be subject to the rules and regulations which the Association, under the direction and control of the Board, shall adopt for the Subdivision – which shall not be inconsistent with applicable provisions of law or traffic rules which pertain generally to the Powder Horn Ranch Planned Unit Development and the Powder Horn Ranch II Planned Unit Development in Sheridan County, State of Wyoming.

**[4.07] Easements For Access And For Maintenance.** The Declarant, as the Developer of the Subdivision, and as the initial Owner of all lands within the Subdivision, all the Lots which comprise the Subdivision, the Common Area of the Subdivision, and the Dedicated Area of the Subdivision, hereby declares as a charge upon said lands, and herewith grants or reserves the easements which herein below are described.

**[A] Access Easement Granted Unto Each Residential Owner.** Said Declarant, by these presents grants unto each Residential Owner an easement or right-of-access for the purpose of ingress to and egress from the Residential Unit which the Residential Owner owns by the Residential Owner and any guest or tenant of the Residential Owner, upon and across the driveways, and walkways or paths made as improvements upon or to “Outlot A”, and the areas, which are within the perimeter of the said “Outlot A”, and which are denoted as “Cayuse Court”. “Cattle Court”, “Stetson Court”, and, “Concho Court”, as shown on the final amended Plat of the Subdivision, which are associated specifically with that Residential Unit. The Declarant declares that this said easement or right-of-access is, and shall be, an appurtenance, which attaches to the ownership of

the Lot within the Subdivision to which it pertains, which shall pass as an appurtenance by conveyance from one Residential Owner unto a successive Residential Owner, by that general reference, without requiring specific reference to this provision of these covenants, conditions, and restrictions of the Subdivision.

[B] **Easement To Maintain Reserved Unto Declarant.** Said Declarant, by these presents reserves unto the Declarant, **Powder Horn Ranch – 2, L.L.C.**, and its assigns and successors in interest, including in said assigns and successors in interest, without limitation, the Association [when the Subdivision is complete and the Declarant has sold the Last Residential Unit], an easement or right-of-access over, upon, across, and under the Common Area of the Subdivision and the Dedicated Area of the Subdivision, as shown on the final amended Plat of the Subdivision, for the purpose of constructing, maintaining, repairing, replacing, or improving the electrical, telephone, television, or other modes of telecommunication, water, sewer or wastewater removal, storm water drainage, trash collection, landscaping, access, and lighting facilities of the subdivision.

[4.08] **Driveway Association With Residential Units.** To the extent that a driveway within the Subdivision connects a particular Residential Unit with a roadway that provides access to the Subdivision, even though such connecting driveway is located and constructed upon a part of the Common Area of the Subdivision, that driveway is intended for the use and benefit of the Residential Owner of the Residential Unit with which the driveway is associated, and any guest or tenant of that Residential Owner in that Residential Unit.

[4.09] **Rules And Regulations.** The Association, under the direction and control of its Board, has the authority, under **Article 6** of these covenants, conditions, and restrictions, to adopt, amend, and enforce rules and regulations which govern the use to be made of the Common Area and of the Dedicated Area of the Subdivision. These rules and regulations may include, but are not limited to, parking regulations, parking restrictions, parking prohibitions, and speed limits on roadways; and, the safe shared usage of walkways or paths; and, the kind and extent of access and use to be allowed in landscaped spaces within the Common Area of the Subdivision.

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Article 5  
Association Membership And Voting

[5.01] Reference To Outside Source. The **Powder Horn Cottages At The Hub Homeowners Association, Inc.**, which in these covenants, conditions, and restrictions, is referred to as the “**Association**” [whether capitalized or emphasized by bold print or not], is organized under the law of the State of Wyoming as a non-profit, mutual benefit corporation, which is qualified as a Residential Real Estate Management Association under **Section 528** of the **Internal Revenue Code**. Under the **Articles Of Incorporation** of the Association, **Article [V]** states:

“**[V] Members.** This non-profit corporation **will have members**, who shall be owners of residential lots within that certain **Powder Horn Cottages At The Hub** subdivision of the County of Sheridan, State of Wyoming; and, the other qualifications, characteristics, and functions of or as to which said members shall be stated in and governed by the **Bylaws** of this non-profit corporation.”

Reference, therefore, is made to those provisions of the **Bylaws** of the **Powder Horn Cottages At The Hub Homeowners Association, Inc.**, which pertain to and govern membership and voting in and under the Association; and those relevant provisions of those **Bylaws** are incorporated in these covenants, conditions, and restrictions, at this point, by this express reference. [Note. The said **Bylaws** of the Association are available for inspection during normal business hours at the office of the Association, at 23 Country Club Lane, Sheridan, Wyoming 82801.]

Article 6  
Association Board Of Directors

[6.01] Reference To Outside Source. In the **Bylaws** of the Association, **Subsection 4.1.1** states:

**“4.1.1 – Discharge Of Members Responsibility Through Election Of And Delegation To A Board Of Directors.** Pursuant to the enabling authority of W.S. § 17-19-801[b] & 17-19-804[a], as is or as hereafter amended, and after the formal organization of this non-profit corporation, the Members of this non-profit corporation hereunder and hereby discharge their general operational and management responsibilities, which are stated in **Section 4.1** of these **Bylaws**, by electing, and re-electing from time-to-time, a Board of Directors of and for this non-profit corporation; and, by delegating to that Board of Directors all such operational and management responsibilities.”

Reference, therefore, is made to those provisions of the **Bylaws** of the **Powder Horn Cottages At The Hub Homeowners Association, Inc.**, which pertain to, empower, and govern the Board of Directors of the Association; and those relevant provisions of those **Bylaws** are incorporated in these covenants, conditions, and restrictions, at this point, by this express reference. [Note: The said **Bylaws** of the Association are available for inspection during normal business hours at the office of the Association, at 23 Country Club Lane, Sheridan, Wyoming 82801.]

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**[6.02]      Rules And Regulations.** The Board has the duty, authority, and power to make rules and regulations regarding the Subdivision under these covenants, conditions, and restrictions, pursuant to **Subsections 5.7.2 and 5.8.3** of the **Bylaws** of the Association, which is incorporated herein, at this point, by this express reference.

**[6.03]      Administration And Enforcement Of Covenants, Conditions, And Restrictions.** The Board has the duty, authority, and power to administer and to enforce these covenants, conditions, and restrictions, pursuant to **Subsection 5.7.1** of the **Bylaws** of the Association, which is incorporated herein, at this point, by this express reference.

**[6.04]      Limitation Of Personal Liability And Indemnification.** The Declarant, the Members of the Board, and the Members of the Association shall **not** be personally responsible or be held personally liable for the debts,

or for any other contractual obligations, or for the torts of the Association; and, the Association shall defend, indemnify, and hold entirely harmless, personally, the Declarant, the Members of the Board, and the Members of the Association from and against any and every claim, cause of action, or other liability, direct or contingent, which may arise in connection with the debts, or any other contractual obligations, or the torts of the Association.

**[6.05] Capital Reserve Funds.** The Board, in its sole discretion, may establish, assess the Members of the Association or otherwise provide for the funding of, invest and reinvest, expend, and otherwise administer reserve funds for anticipated future capital expenditures that the Association may be required to make for the betterment of the Subdivision. Those special capital reserves, if established and maintained by the Board, shall be accounted-for by the Board within and under segregated trust accounts, which are separately titled with reference to their intended future application and use, and which are not commingled with the regular operating funds and accounts of the Association.

## **Article VII**

### **Covenants Regarding Assessments**

**[7.01] Covenant To Pay Assessments.** Through the legal effect and application of this Subsection [7.01] of these covenants, conditions, and restrictions, in connection with, and by and through the act of purchasing any Lot within the Subdivision, and regardless of whether the instrument of conveyance for that purchase expressly so states, or does not so state, the Residential Owner who purchases any such Lot **hereby covenants, and thereby undertakes and promises**, to pay unto the Association (or the designated officer, employee, or agent of the Association for purposes of assessment collection and processing) the full amount of each and every assessment which the Board imposes upon and against the Lots which comprise the Subdivision, on behalf of the Association and the Members of the Association, under the authority of these covenants, conditions, and restrictions, and pursuant to **Subsection 5.8.4** of the **Bylaws** of the Association, or as the same may be re-numbered, amended, or otherwise modified from time-to time, including, but not thereby being limited to, the kinds of assessments which herein below are defined and described.

[A] **Regular Assessments.** On at least an annual basis, the Board shall determine and impose "**Regular Assessments**" [whether capitalized or emphasized by bold print or not], which are those that the Board finds to be required for the purposes of paying property taxes and any other taxes which the Association owes; and, of paying for property [casualty] insurance and liability insurance; and, of paying any operating indebtedness of the Association; and, of paying the expenses that are incurred for the maintenance and repair of Association property; and, of paying all other general operating expenses of the Association, including but not being limited to any pro-rated sharing of expense among the homeowners within the Powder Horn Ranch Planned Unit Development and the Powder Horn Ranch II Planned Unit Development, for the maintenance of dedicated roadways, walking paths, water, waste-water treatment, sewage and storm-water disposal, and other similar common utilities.

[1] **The Alternative Of Homeowners Fees.** For purposes of expediency and convenience, and either in lieu of or in addition to Regular Assessments, in its sole discretion, the Board may provide for the payment of a portion, or all, of the items which are associated with the above-described purposes for which Regular Assessments may be imposed, by imposing upon, and collecting from, each Owner [i.e., the Declarant as Owner] and Residential Owner of any Lot within the Subdivision recurring assessment charges which may be referred to as Homeowners Fees, or which may be identified by any other appropriate name; provided, however, that any such Homeowners Fees are to be uniformly assessed, upon a per-Lot basis, and are **not** to be calculated upon the basis of the square footage measure of each Lot which is assessed. For purposes of imposition, collection, and enforcement, such Homeowners Fees are, and shall be, characterized as Regular Assessments under these covenants, conditions, and restrictions.

[B] **Special Group Assessments.** From time-to-time, as future circumstances require it to be done, the Board may impose "**Special Group Assessments**" [whether capitalized or emphasized by bold print or not], which are those that the Board finds to be required for the purposes of paying for the acquisition or expansion of Association property; and, for the future major refurbishment, reconstruction, replacement, or further improvement of Association property and improvements to Association property – including, but not being limited to, the Common Area or the

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Dedicated Area of the Subdivision; and, for other projects that are associated with the capital structure of the Association.

**[1] Sub-Classification Of Special Group Assessments.**

For purposes of accounting convenience, and in order to facilitate long term financial planning by the Board on behalf of the Association and its Members, the Board may establish sub-classes of Special Group Assessments, which may be identified for specific purposes or uses.

**[2] Capital Reserve Funds.** Any Capital Reserve Funds, which the Board may establish and maintain under the authority of **Subsection [6.05]** of these covenants, conditions, and restrictions, may be imposed and assessed as a part of the Special Group Assessments.

**[C] Special Individual Assessments.** If special circumstances require it, the Board may impose "**Special Individual Assessments**" [whether capitalized or emphasized by bold print or not], which are those that the Board finds necessary to levy upon and against a Lot, or more than one Lot, but not necessarily all of the Lots, within the Subdivision; and, which are for the purpose of collecting special funds that are needed to address special circumstances that pertain only to the Lot, or Lots, which are included in any such Special Individual Assessment. The Board shall impose and assess any such Special Individual Assessments only against and upon an affected Lot, or affected Lots; and, only the Residential Owner of each respective Lot which the Board designates as being within a particular Special Individual Assessment, at the time it is imposed, shall be responsible and liable for the payment of any such Special Individual Assessment. [Example. If a Residential Owner, through a grossly negligence act, were to damage the exterior of the Residential Unit which that Residential Owner owns, then the Board reasonably might determine that the cost of repair or replacement of the damaged component of that Residential Unit could be imposed appropriately, as a Special Individual Assessment, against the Residential Owner of the negligently damaged Residential Unit.]

**[C] Punitive Assessments.** As and if necessary, in its sole discretion, the Board may impose a "**Punitive Assessment**", in the nature of a fine, against the Lot of a Residential Owner whom the Board determines to have breached these covenants, conditions, and restrictions; and, that Residential Owner shall be responsible and liable for the payment of any such Punitive Assessment.



[7.02] **Assessment Notices.** The Board shall provide each Owner [i.e., the Declarant as Owner] and each Residential Owner with written notice of each assessment that the Board imposes upon and against a Lot which the Owner or Residential Owner owns in the Subdivision. Each such assessment notice shall include, at least, the following information:

- ~the name and street address of the Owner or Residential Owner;
- ~the Subdivision Lot Number being assessed;
- ~the date of the assessment notice;
- ~the classification of each assessment component;
- ~the amount of each assessment component;
- ~the total amount being assessed;
- ~the date upon which full payment of the assessment is due;
- ~such other information as the Board may determine.

The Board shall cause assessment notices to be sent to each Residential Owner by ordinary mail, to be sent to the most current mailing address of the Residential Owner that is shown in the membership registry of the Association.

[7.03] **Assessments Create Liens Upon Subdivision Lots.** Each and every assessment, as herein above defined and described, which the Board determines and imposes under these covenants, conditions, and restrictions, shall create a lien upon and against each Lot that is assessed within the Subdivision. In addition to the amount of the assessment, itself, each such lien also shall include an amount, and shall secure the payment of an amount, which consists of the expenses which the Board incurs to accomplish the enforcement of the lien, including but not being limited to foreclosure costs and reasonable attorney fees and expenses, *plus* interest from the date of assessment until the date of eventual satisfaction at the rate of interest which is allowed upon judgments under the law of the State of Wyoming [i.e., Ten Percent (10%) *per annum*]; *plus* any and all late payment charges, returned check charges, or other similar assessment administrative charges which the Board may add to a delinquent assessment under rules and regulations that the Board may establish.

[A] **Collection And Enforcement.** If a Residential Owner does not pay an assessment against a Lot that the Residential Owner owns in the Subdivision on or before the date which the Board sets for payment and

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states within the assessment notice, then the Board shall cause notice of intent to file a lien to be prepared and sent to the delinquent Residential Owner, **by certified mail**, at the most current mailing address of the Residential Owner that is shown in the membership registry of the Association. Thereafter, if the Residential Owner does not make full payment of the delinquent assessment within the period of time which the Board states in the notice of intent to file a lien, the Board shall cause a Notice of Lien, or a Lien Statement, to be filed in the office of the Clerk and Recorder of Sheridan County, State of Wyoming; and, the Board, in its discretion, may initiate a legal action personally against the Residential Owner in order to collect the delinquent assessment; and the Board, in its discretion, may foreclose the lien created by the delinquent assessment in any manner which is allowed by the law of the State of Wyoming for the foreclosure of mortgage-related liens, including, without limitation, foreclosure by **public advertisement and sale** under a **power of sale**, which each Residential Owner hereby expressly grants under these covenants, conditions, and restrictions unto the Association, to be exercised by and through the Board.

**[B] Express Consent To Enforcement Rights And Powers.** By and through the acceptance of the delivery of the warranty deed, or other instrument of conveyance, to a Lot in the Subdivision, each Residential Owner hereby acknowledges and confirms that the Association, acting by and through its Board, has the right and power to commence legal actions against the Residential Owner, personally, for collection of the debt created by delinquent assessments, expenses, interest, and other charges as herein above defined and described; and, has the right and power to create, file of public record, and enforce through foreclosure, as herein above defined and described, any and every lien for delinquent assessments, expenses, interest, and other charges as herein above defined and described. Each Residential Owner hereby covenants, and thereby agrees, that no reduction or mitigation of financial responsibility and liability for the payment of assessments shall be attempted, or recognized or accomplished, through the non-use of the Common Area or the Dedicated Area of the Subdivision by such Residential Owner.

**[7.04] Assessment Purposes.** Each Residential Owner and the Association hereby covenant, and thereby agree, that assessments under these covenants, conditions, and restrictions, may be applied and used by the Association, acting through the Board, to the following kinds of purposes:

- ~maintenance, repair, and component replacement of the exterior components of the Residential Units in the Subdivision, and their associated garage structures - including, without limitation, painting, staining, re-pointing, and roofing;
- ~maintenance, repair, and component replacement of the Common Area of the Subdivision – including, without limitation, landscaping, lighting, paving, pathways, and other improvements;
- ~payment of property taxes associated with the Common Area of the Subdivision;
- ~payment of the insurance expenses associated with the Common Area and the Dedicated Area of the Subdivision;
- ~payment of electrical and other utility expenses owed by the Association for utilities provided to the Common Area of the Subdivision, or improvements to the Common Area of the Subdivision;
- ~payment of expenses associated with the security and public safety of the Subdivision;
- ~payment of the expenses associated with the ownership, or rental of equipment required to maintain the Common Area or Dedicated Area of the Subdivision;
- ~payment of necessary expenses associated with the conduct of the business matters of the Association by the Board;
- ~payment of expenses associated with compliance by the Subdivision, or by the Association, with planning, zoning, land use regulation, subdivision, platting or re-platting, developmental regulation, or other similar requirements of Sheridan County government, or of other sources of governmental authority which have jurisdiction over the Subdivision;
- ~promoting the safety, health, recreational needs, and welfare of the Owners and residents of the Subdivision
- ~other purposes, similar to those stated above, which directly affect the Subdivision, and which the Board, in its discretion, determines to be well advised.

**[7.05]      Calculation Of Regular Assessments And Special Group Assessments, And Their Apportionment.** On behalf of the Association and its Members, and **not later than sixty [60] days prior to the**

**commencement of each operating year of the Association for Subdivision purposes**, the Board, in its discretion, shall deliberate upon, determine, and approve an **annual budget** for the expenses of the Association, including, if circumstances require it from time-to-time, the consideration of additions to the capital structure of the Association or to provide for the purchase, construction, replacement, or re-construction of capital improvements to the Common Area or the Dedicated Area within the Subdivision. From the **approved annual budget**, shall determine a **Total Annual Assessment** for each assessment classification that applies, prospectively, to the particular year. The Board then shall apportion unto and impose upon each Lot within the Subdivision a proportionate share of the **Total Annual Assessment** for each applicable assessment classification, which may be referred to as the **Apportioned Share** of each applicable assessment classification, which shall be calculated as the product of multiplying the **Total Annual Assessment** for each applicable assessment classification by an apportionment-fraction, which said apportionment-fraction for each respective Lot in the Subdivision shall have a **denominator** that is equal to the sum of the perimeter square-footage of all of the Lots within the Subdivision, and shall have a **numerator** that is equal to the perimeter square footage of each said respective Lot in the Subdivision; provided, however, that the apportionment-fraction also may be stated as the decimal equivalent of the above described fraction for convenience in calculation. **[Example.** If the sum of the perimeter square footage of all the Lots within the Subdivision equals 98,445.60 square feet; and, if a particular Lot has a perimeter square footage of 3,750 square feet (i.e., 50' X 75' = 3,750 square feet), then the decimal equivalent form of the apportionment-fraction for that Lot would be calculated as follows: (3,750 square feet / 98,445.6 square feet) = 0.03809. The decimal equivalent of the apportionment-fraction then would be multiplied times the Total Annual Assessment in order to calculate the Apportioned Share that would imposed upon and assessed against the Lot which consists of 3,750 square feet.]

**[A] Communication Of Annual Budget And Projected Assessments.** On behalf of the Association and its Members, and **not later than thirty [30] days prior to the commencement of each operating year of the Association for Subdivision purposes**, the Board shall mail to each Owner [i.e., Declarant as Owner] and each Residential Owner a summary of the **approved annual budget** for the up-coming operating year of the Subdivision, and of the assessment that the Board projects for each Lot which the Owner of Residential Owner owns in the Subdivision. If an

Owner or Residential Owner objects to the projected assessment for the upcoming operating year, the objecting Owner or Residential Owner must file any such objection in written form with the Board, within ten [10] days following the mailing of the aforesaid budget summary and projected assessment; and, a failure to file such a written objection with the Board within that time limitation shall constitute a waiver of all objections to the assessment.

[1] **Consideration Of And Decision Upon Objections.** On behalf of the Association and its Members, the Board, in its sole and absolute discretion, promptly shall consider and decide upon any objections to projected assessments which may be filed in writing by an Owner or Residential Owner. The decision of the Board about any such objection shall be final and binding upon the Association and all affected persons; and, the Board shall communicate its decision in writing to the person who filed the objection.

[B] **The Alternative Of Homeowners Fees.** If the Board, in its discretion, uses the alternative of Homeowners Fees in lieu of, or as an additional part of, Regular Assessments, then any such Homeowners Fees are to be uniformly assessed, upon a per-Lot basis, and are **not** to be calculated upon the basis of the square footage measure of each Lot which is assessed. For purposes of imposition, collection, and enforcement, such Homeowners Fees are, and shall be, characterized as Regular Assessments under these covenants, conditions, and restrictions.

[7.06] **Limitations Upon Annual Increases In Assessments.** Each Residential Owner hereby covenants, and thereby agrees, that the Board, on behalf of the Association and its Members, shall have the following discretionary latitude in deciding upon any increases in assessments from year-to-year. If facts and circumstances support the need for an increase in assessments from one operating year of the Subdivision to the next succeeding operating year, then the Board, on behalf of the Association and its Members, and in the discretion of the Board, has the plenary authority to approve an increase in assessments for the coming year up to, but **not** greater than, **twenty percent [20%]** more than the assessments for the prior year.

[A] **Procedure For Larger Increases.** If the Board, in preparatory or preliminary analyses that it makes to prepare for the annual budgeting

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process, determines that an increase in assessments greater than **twenty percent [20%]** may be needed for the next operating year of the Subdivision, then the Board shall arrange for a special meeting of the Members of the Association to present relevant information and to ask for advance consent from Association to impose an increase in assessments that will be greater than **twenty percent [20%]**. At that special meeting, the Association shall decide by simple majority vote, according to the voting procedures which are stated in the **Bylaws** of the Association, whether to consent in advance to the increase in assessments that the Board proposes. The decision of a simple majority, thus determined, shall be final and binding upon all Owners and Residential Owners of Lots within the Subdivision.

[B] **Timing Of Payments.** The Board, in its discretion, upon the recommendation or request of the Association, or upon its own initiative, may establish, but is not required to do so, and may amend or modify, rules or regulations which may accommodate the payment of assessments by the Owner (i.e., Declarant as Owner) or Residential Owners of the Lots within the Subdivision in installments; and, which may provide an incentive for early and full payment of assessments by allowing reasonable discounts.

[7.07] **Rights Of Sheridan County.** Unless otherwise approved by **seventy-five percent [75%]** of the outstanding votes within each voting class, the Association shall not, by act or omission, seek to abandon its obligations as established by this Declaration. However, in the event that:

[A] The Association dissolves and the Common Area shall not be either (i) dedicated to and accepted by an appropriate public agency, authority, or utility to be devoted to purposes as nearly as practicable the same as those to which such Common Area was required to be devoted by the Association; or, (ii) conveyed to another organization or entity which assumes all obligations imposed hereunder upon the Association to maintain said Common Area; or,

[B] The Association, its successors or assigns, shall fail or refuse to adequately maintain the appearance and condition of the Common Area, which it is obligated to maintain hereunder;

**then**, in either such event, the County of Sheridan shall have the right, but not the obligation, to assume the duty of performing all such maintenance

obligations of the Association at any time after such dissolution, upon giving written notice to the Owners, or at any time after the expiration of twenty-one [21] days after receipt by the Association, its successors or assigns, of written notice specifying in detail the nature and extent of the failure to maintain without such failure being remedied. Upon assuming such maintenance obligations, Sheridan County may collect, when the same become due, all assessments levied by the Association pursuant to the provisions hereof for the purposes of repairing, replacing, maintaining, or caring for the Common Area; and, if necessary, enforce the payment of delinquent assessments in the manner set forth herein. In the alternative, upon assuming such maintenance obligations, Sheridan County may levy an assessment upon each Lot on a pro-rata basis for the cost of such maintenance, notwithstanding any other provisions contained in this Declaration, which assessment shall constitute a lien upon the Lot against which each assessment is made. During any period that Sheridan County assumes the obligation to maintain and care for the Common Area, the Association shall have no obligation or authority with respect to such maintenance. The right and authority of Sheridan County to maintain the Common Area shall cease and terminate when the Association, its successors or assigns, shall present to Sheridan County reasonable evidence of its willingness and ability to resume maintenance of the Common Area. In the event Sheridan County assumes the duty of performing the maintenance obligations of the Association as provided herein, then Sheridan County, its agents, representatives, and employees, shall have right of access, ingress and egress to and over the Common Area for the purposes of maintaining, improving, and preserving the same, and in no event, and under no circumstances, shall Sheridan County be liable to the Association or any Owner or their respective heirs, devisees, personal representatives, successors, or assigns for negligent acts or construction [excluding, however, malfeasance and gross negligence] relating in any manner to maintaining, improving, and preserving the Common Area.

#### Article 8

#### Casualty Losses, Liability, And Insurance Matters

[8.01] Rebuilding After A Casualty Loss. In the event that a Residential Unit within the Subdivision, or its associated garage structure, is damaged or destroyed by fire, or by some other form of casualty, the Owner [i.e., Declarant as Owner] or the Residential Owner hereby covenants, and

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thereby agrees, at the sole expense of the Owner or Residential Owner, to repair, restore, or rebuild that Residential Unit, as soon as reasonably and practicably may be done, to return that Residential Unit to the condition in which it was immediately prior to the event of casualty which caused its damage or destruction; *provided, however*, that the Association, acting by and through the Board, is granted the power, under these covenants, conditions, and restrictions, to authorize and direct a different course of action, if circumstances of financial hardship are shown.

**[A] Power Of The Board To Direct And Control Rebuilding.**

Each Residential Owner hereby covenants, and thereby agrees, that any and all work to be done under the authority of this **Article 8** in order to repair, restore, or rebuild a Residential Unit after its damage or destruction by casualty shall be performed expeditiously and in a workmanlike manner under the supervision and direction of the Board, or the designated officers, employees, contractors, or agents of the Board. Each Residential Owner hereby covenants, and thereby agrees, to cooperate fully with, and to abide by, all instructions and directions of the Board in these particulars, as made on behalf of the Association and its Members.

**[B] Board Approval Of Architects And Contractors.** Each Residential Owner hereby covenants, and thereby agrees, that the Board shall have the authority and power to approve, or disapprove, of any architect, contractor, subcontractor, or supplier of materials which may be proposed for any and all work to be done under the authority of this **Article 8** in order to repair, restore, or rebuild a Residential Unit after its damage or destruction by casualty.

**[8.02] Special Individual Assessment Or Punitive Assessment To Repair, Restore, Or Rebuild.** In the event that an Owner [i.e., Declarant as Owner] or a Residential Owner refuses, or otherwise fails, either to repair, restore, or rebuild a Residential Unit after its damage or destruction by casualty, or to pay for such repairs, restoration, or rebuilding, then the Association, acting through the Board, may undertake and cause the work to be performed and make provision to pay for such work from funds of the Association; *provided, however*, that the Board also shall assess the expenses which are associated with that work against the Lot upon which the work is done, either in the form of a **Special Individual Assessment** or a **Punitive Assessment**, or both, as defined herein above in these covenants, conditions, and restrictions. Each Owner [i.e., Declarant as Owner] and

Residential Owner hereby covenants, and thereby agrees, that the Association, acting by and through the Board, shall have the right and power under these covenants, conditions, and restrictions, to foreclose the lien that is created by the imposition of such assessments under this **Subsection 8.02**, if the Residential Owner does not pay such assessments.

**[8.03]      Property Insurance Obligations Of Resident Owners.** Each Resident Owner, with respect to each Lot, and improvements, and its associated garage structure which the Resident Owner owns in the Subdivision, hereby covenants, and thereby agrees, to obtain and maintain in force and effect at all times **property [casualty] insurance** that insures the Residential Unit, and its associated garage structure, to provide protection that is afforded, at least, by the kind of insurance that now is described as fire, extended coverage, vandalism and malicious mischief, and other casualty, to **one hundred percent [100%]** of the full insurable value of the subject property, with loss payable on the basis of the cost of replacement without deduction for depreciation. A guaranteed replacement cost endorsement shall be obtained and maintained by each Resident Owner on each such insurance contract. In addition, each Resident Owner, with respect to each Lot, and improvements, which the Resident Owner owns in the Subdivision, hereby covenants, and thereby agrees, to obtain and maintain in force and effect at all times which will protect the Resident Owner, and the Association, from loss, damage, expense, or liability to their persons, which may result, directly or indirectly, from any act or omission of such Resident Owner, or any family member, employee, agent, representative, or guest of such Resident Owner with respect to the subject property and its use. Each Resident Owner hereby covenants, and thereby agrees, to provide the Board with evidence of such insurance, and renewals; and, such insurance must be issued by insurance companies which are licensed and in good standing in the State of Wyoming, and otherwise are acceptable to the Board.

**[8.04]      Liability Insurance Obligations Of Resident Owners.** Each Resident Owner, with respect to each Lot, and improvements and associated garage structure, which the Resident Owner owns in the Subdivision, hereby covenants, and thereby agrees, to obtain and maintain in force and effect at all times **liability insurance**, which shall name the Association as an additional insured party under the coverage of the insurance contract. The Board shall establish, and may amend, the limits of liability coverage that is required under these covenants, conditions, and restrictions. Each Resident

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Owner hereby covenants, and thereby agrees, to provide the Board with evidence of such insurance, and renewals; and, such insurance must be issued by insurance companies which are licensed and in good standing in the State of Wyoming, and otherwise are acceptable to the Board.

**[8.05]      Waiver Of Subrogation Rights.** Each Residential Owner, for such Residential Owner and the heirs, devisees, Personal Representatives, assigns, and all other successors in interest, **waives all rights of subrogation** with respect to the Association and the Board, and the Directors and Officers thereof individually; and, neither the Association, nor the Board, nor any Director or Officer thereof individually, has or shall have any responsibility or liability to any Residential Owner for damage or loss, either to the Residential Unit of such Residential Owner, with its associated garage structure, or to any personal property, both tangible and intangible, of such Residential Owner.

**[8.06]      Prerogative Of Association To Insure, And Recovery Of Costs.** If it shall appear to the Association, acting by and through Board, that a Residential Owner is not satisfying some or all insurance coverage requirements under **Article 8** of these covenants, conditions, restrictions, the Board, acting on behalf of the Association and its Members, may procure, but is not required to procure, additional, alternative, or substitute insurance coverage, and may advance funds of the Association to pay for such insurance coverage. In any such case, each Residential Owner hereby covenants, and thereby agrees and promises, to pay and reimburse the Association for amount advanced, immediately upon written demand for such payment by the Board. If, following such demand, the Residential Owner does not pay the amount that is due, then the Board may impose upon the Lot of the Residential Owner with regard to which the insurance was procured a **Special Individual Assessment** or a **Punitive Assessment** or both, as defined herein above in these covenants, conditions, and restrictions, for the amount thus due and payable unto the Association. Each Residential Owner hereby covenants, and thereby agrees, that the Association, acting by and through the Board, shall have the right and power under these covenants, conditions, and restrictions, to foreclose the lien that is created by the imposition of such assessments under this **Subsection 8.02**, if the Residential Owner does not pay such assessments.

**[8.07]      Mortgagee Insurance Participation.** Only to the extent that it expressly may be required under the terms and conditions of a recorded and

unsatisfied mortgage upon and against any Residential Unit, and its associated garage structure, the proceeds of any insurance claim which may become payable because of damage to or loss of such a mortgaged Residential Unit, or its associated garage structure, may be paid to the mortgagee to the extent of the secured and unpaid financial interest of the mortgagee in the Residential Unit, and its associated garage structure; provided, however, that such mortgagee shall **not** attempt or seek to apply, and shall **not** apply, such insurance proceeds to the payment of interest under or to the reduction of the principal amount due under such mortgage – excepting only, that the mortgagee may so apply any excess of such insurance proceeds that may remain **after** payment in full of the costs of repair, restoration, or rebuilding of the Residential Unit, or its associated garage structure, if the damaged Residential Unit, or its associated garage structure, are to be repaired, restored, or rebuilt under these covenants, conditions, and restrictions.

**[8.08] Insurance Pertaining To Association Property.** On behalf of the Association and its Members, the Board, in its sole discretion, may obtain and maintain such property [casualty] insurance and liability insurance contracts as the Board deems to be well-advised to protect the financial interests of the Association and its Members from loss or liability with respect to the Common Area and the Dedicated Area of the Subdivision, and with the Association as the named-insured. Each Owner [i.e., Declarant as Owner] and each Residential Owner hereby covenants, and thereby agrees, that the cost of such insurance of the Association shall be a part of the reasonable operating expense of the Association which may be assessed against the Lots of the Subdivision and must be paid as part of such assessments by the each Owner and each Residential Owner.

## **Article 9**

### **Placement Of Walls**

**[9.01] Common Walls Or Party Walls – Encroachments.** If any Residential Unit shall have a common wall, or party wall, with the Residential Unit on an Adjoining Lot, then the covenants, conditions, and restrictions which are stated in this **Subsection 9.01** shall apply and govern. It is intended that any such common wall, or party wall, of such Residential Units shall be erected upon the Lot Line which divides the Adjoining Lots; and, that each non-party exterior wall of each such Residential Unit shall be

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erected entirely within the Lot upon which that Residential Unit is located and placed; such that, there is no intended encroachment upon any Common Area in such construction. It is recognized, however, that minor errors can occur in the placement of walls during the course of construction; and, it also is recognized that portions of patios, balconies, overhanging eaves, or exterior lighting fixtures of Residential Units may encroach upon an Adjoining Lot or upon Common Area. Under these covenants, conditions, and restrictions, and with reference to this Subdivision, if any common wall, or party wall, or patio, balcony, overhanging eave structure, or exterior lighting fixture as finally constructed or installed encroaches upon an Adjoining Lot or upon Common Area, then each Owner [i.e., Declarant as Owner] and Residential Owner hereby covenants, and thereby agrees, that a valid easement hereby is granted, and thereupon shall arise, for the maintenance and use of such encroachment, and for so long as such encroachment remains standing. Furthermore, and without limitation of the easement grant in the preceding sentence, the legal description of and affected Lot and associated Residential Unit, with its associated garage structure, and of any affected Common Area may be amended; and, each Owner [i.e., Declarant as Owner] and Residential Owner of each affected Lot thereupon, without further consideration being required or exchanged, shall sign, acknowledge, and deliver all such documents of conveyance as may be required to correctly describe and place the affected perimeter lines of each affected Lot; or, alternatively, each Owner [i.e., Declarant as Owner] and Residential Owner of each affected Lot thereupon, without further consideration being required or exchanged, shall sign, acknowledge, and deliver such grants of easement and other documents as may be required to correctly describe the permitted encroachment.

#### **Article 10**

#### **Other Easements Reserved**

**[10.01] Utility Easements.** In addition or as supplements to easements otherwise herein above declared and stated in these covenants, conditions, and restrictions, the Declarant, its assigns and successors in interest, expressly reserves easements, to provide for the installation, maintenance, repair, and removal of all utility and drainage structures, devices, and facilities that are required to service the Subdivision, over, under, and across the Common Area of the Subdivision, the Dedicated Area of the Subdivision, and each Lot platted within the Subdivision on its final

amended Plat. Full access, ingress, and egress shall be allowed over the easement areas at all times to the Declarant; and, to the Declarant's employees, agents, or contractors – and to any authorized utility company and its employees, agents, or contractors – in order to provide for and accommodate the installation, operation, maintenance, repair, or removal of any and all such utility structures, devices, and facilities, and in order to enable the entrant to remove any obstruction of such easement area which otherwise would interfere with the installation, operation, maintenance, or repair of any such utility structure, device, or facility.

**[10.02] Association Maintenance Easements.** In addition or as supplements to easements otherwise herein above declared and stated in these covenants, conditions, and restrictions, the Declarant, its assigns and successor in interest, and each Residential Owner grant the Association, and delegates of the Association, easements with full access, ingress, and egress, over and across the Dedicated Area of the Subdivision, the Common Area of the Subdivision, and the platted Lots within the Subdivision on its final amended Plat, for the purpose of maintaining, repairing, or reconstructing the Dedicated Area of the Subdivision, the Common Area of the Subdivision, or the exteriors of the Residential Units within the Subdivision.

**[10.03] Police Power Access.** The County of Sheridan, acting through its fire department, ambulance service, sheriff's department, engineering department, and all other governmental agencies which have proper jurisdiction over any part of the Subdivision, are granted access rights, to include ingress, and egress over and across the Dedicated Area of the Subdivision, the Common Area of the Subdivision, and each Lot within the Subdivision on its final amended Plan, for the purpose of enabling authorized personnel and vehicles to provide fire protection, emergency services, police protection, flood control services, public health services, and other governmental services which tend to protect or promote the safety, health, and general welfare of the residents of the Subdivision.

#### **Article 11**

#### **General And Miscellaneous Provisions**

**[11.01] Confirmation Of Understanding, Approval, And Acceptance.** By and through the acceptance of delivery and the recording of the warranty deed, or other instrument of conveyance which transfers the

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legal title of a Lot within the Subdivision unto its purchaser, each Residential Owner, as a purchaser of a Lot within this Subdivision, expressly hereby acknowledges and confirms that said Residential Owner has read and does understand, approve, accept these covenants, conditions, and restrictions.

**[11.02] Appointment Of Declarant As Attorney-In-Fact For Certain Purposes.** Each Residential Owner hereby grants a power-of-attorney unto, and makes, constitutes, and appoints the Declarant, **Powder Horn Ranch – 2, L.L.C.**, as the agent and attorney-in-fact, coupled with an interest, of and for the appointing Residential Owner, and in the place and stead of the appointing Residential Owner, and for the use and benefit of the appointing Residential Owner, to do the following things, until this grant of this power-of-attorney terminates in accord with the termination clause which herein below is stated.:

**[A] Subdivision And Development Powers.** To exercise, do, or perform any and every act, right, power, duty, or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever that involves this Declaration and the development of the Subdivision and the initial construction of the Residential Unit that is purchased by the Residential Owner.

**[B] Documentation Powers.** To sign, execute, acknowledge, deliver, and cause to be recorded any and all instruments, documents, or other writings, which may modify, amend, change, enlarge, contract, or abandon the matters which are declared and stated within this Declaration, or any part of this Declaration, as the Declarant may deem to be necessary, expedient, or proper under the circumstances and conditions that hereafter may arise.

**[C] Platting Powers.** To sign, execute, acknowledge, deliver, and cause to be recorded any and all instruments, documents, or other writings, which may modify, amend, change, enlarge, contract, or abandon the Subdivision Plat, or amended Subdivision Plat, or any part thereof, with any easements and rights-of-way to be therein contained, as the Declarant may deem to be necessary, expedient, or proper under the circumstances and conditions that hereafter may arise.



[D] **Timing Of Termination.** The grant of authority and the powers of the agent and attorney-in-fact, which herein above are granted, shall commence and be in full force and effect upon the recording of this Declaration in the office of the Clerk and Recorder of Sheridan County, State of Wyoming; and, shall be and remain in full force and effect thereafter until the first to occur of the following two events actually happens:

[1] That point in time when the Declarant no longer owns any Lot within the Subdivision.

[2] The **fifteenth anniversary** following the date upon which this Declaration is recorded in the office of the Clerk and Recorder of Sheridan County, State of Wyoming.

[11.03] **Duration.** These covenants, conditions, and restrictions shall bind and run with the land that is described herein above as being subject to this Declaration; and, the said covenants, conditions, and restrictions shall inure to the benefit of and be enforceable by the Association, or by an Owner, or by a Residential Owner of any Lot within the Subdivision, or by their respective heirs, devisees, legal representatives, assigns, and successors in interest. These covenants, conditions, and restrictions shall be binding and run perpetually, subject, however, to the right and power of the Members of the Association to terminate them. The termination of these covenants, conditions, and restrictions shall require the consent of at least **seventy-five percent [75%]** of the votes of all voting classes of the Owners [i.e., Declarant as Owner] and the Residential Owners, then of record, of Lots within the Subdivision, as determined in accord with the voting rules which are stated in the **Bylaws** of the Association as then in effect; provided, however, that no such termination of these covenants, conditions, and restrictions shall be valid legally unless written notice of the proposed termination is mailed to each Residential Owner, of record, of a Lot within the Subdivision at least **ninety [90] days** before any vote is taken on the issue of termination; and, unless the public notice of termination of these covenants, conditions, and restrictions is made and filed of public record at least **thirty [30] days in advance** of the effective date which therein is stated for such termination.

[11.04] **Amendment Or Restatement.** These covenants, conditions, and restrictions may be amended or restated, in part or in the whole, with the

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consent of at least **seventy-five percent [75%]** of the votes of all voting classes of the Owners [i.e., Declarant as Owner] and the Residential Owners, then of record, of Lots within the Subdivision, as determined in accord with the voting rules which are stated in the **Bylaws** of the Association as then in effect; provided, however, that any such amendment or restatement of these covenants, conditions, and restrictions also **must and shall bind, touch and concern, inure to the benefit of and run perpetually with the lands of the Subdivision.**

**[11.05] Enforcement.** The Declarant, as Owner, each Residential Owner, and the Association acting by and through its Board have the responsibility and authority hereunder and shall enforce these covenants, conditions, and restrictions against any person or entity which attempts to breach or violate, or any person or entity which breaches or violates, any such covenant, condition, or restriction that is declared and stated in this document. As circumstances may require in the future, the enforcement of these covenants, conditions, and restrictions may be undertaken by good faith communication and negotiation, by mediation or arbitration – outside the jurisdiction of any Court; or, by legal action in Court to seek a restraining order, a temporary or permanent injunction, compensatory damages, exemplary damages; or, a by combination of any of the aforesaid methods and remedies; and, the Declarant, as Owner, and each Residential Owner, and the Association hereby covenant, and thereby agree, that any private agreement which is made in the settlement of a dispute, any accord, any mediation agreement or arbitration award, or any Court order or judgment in such enforcement efforts, proceedings, and legal actions shall include the payment of enforcement expenses by the person or entity which attempts to breach or violate, or which breaches or violates these covenants, conditions, and restrictions – including, but not thereby being limited to, reasonable attorney fees and expenses incurred by the person or entity which is enforcing these covenants, conditions, and restrictions.

**[A] Fines And Punitive Assessments.** The Declarant as Owner, each Residential Owner, and the Association hereby covenant, and thereby agree, that the Association acting by and through its Board hereby is granted the authority and power to establish rules and regulations for the enforcement of these covenants, conditions, and restrictions, which may include, without limitation, provisions for fines to be associated with the breach of these covenants, conditions, and restrictions; provided, however, **that no fine for a particular violation shall be greater than Five**

**Hundred Dollars [\$500.00] per occurrence;** and, provided further, however, that, with regard to violations which may persist for a number of days, the Board, in its discretion, may define each additional day of violation to constitute a separate occurrence of that violation. Each Residential Owner hereby covenants, and thereby agrees, that the Association, acting by and through its Board, has the authority also, under these covenants, conditions, and restrictions, to impose and assess any fine which a Residential Owner does not pay promptly into a **Punitive Assessment** upon and against any and every Lot in the Subdivision which the delinquent Residential Owner owns; and, to enforce the collection of that **Punitive Assessment** as herein above declared and stated in these covenants, conditions, and restrictions.

[B] **No Waiver Results From Inaction.** The Declarant as Owner, each Residential Owner, and the Association hereby covenant, and thereby agree, that inaction, or a failure to enforce these covenants, conditions, and restrictions, by or on the part of the Declarant as Owner, the Residential Owners, or the Association – whether by reason of a lack of information, adverse result in an arbitration award or Court order or judgment, or for any other reason whatsoever, and regardless of duration (except for any applicable statute of limitations) or frequency of occurrence – is **not**, and shall **not** be deemed to be a **waiver** of any claim or cause of action for the enforcement of these covenants, conditions, and restrictions; and, does **not** and shall **not** be deemed to result in any **equitable laches** with respect to any claim or cause of action for the enforcement of these covenants, conditions, and restrictions.

[11.06] **Severability.** The Declarant as Owner, each Residential Owner, and the Association hereby covenant, and thereby agree, that the provisions of this document are severable; and, if any part, or parts, of these covenants, conditions, and restrictions are determined to be invalid or unenforceable by the final order of a Court of competent jurisdiction, and following unsuccessful appeal or the expiration of time to appeal, that such partial invalidity or unenforceability shall not affect adversely the validity and enforceability of all other covenants, conditions, and restrictions which are declared and stated in this document, which shall remain in full force and effect.

[11.07] **Headings.** The Declarant declares and states that the headings to articles, sections, and subsections of these covenants, conditions, and

restrictions are for purposes of convenient reference; and, that those headings are not intended by the Declarant to have any substantive effect upon the legal interpretation, construction, or application of these covenants, conditions, and restrictions.

**[11.08] Mailing Of Notices.** Each Residential Owner hereby covenants, and thereby agrees, to provide the Association, through its Board, with the current mailing address of that Residential Owner; and, the Board shall maintain a current registry of Residential Owners and their mailing addresses. Any and all notices which are required, or which otherwise may be occasioned by, these covenants, conditions, and restrictions, shall be sent by mail to the most current address shown in the aforesaid registry of Residential Owners. The mailing address of the Declarant, the Association, and the Board is: 23 Country Club Lane, Sheridan, Wyoming; and, any notice or other communication that is sent to the Declarant, the Association, or the Board in connection with these covenants, conditions, and restrictions must be mailed, or otherwise be personally delivered, to that address.

**[11.09] Non-Reliance.** Any projection or proposal which is made by the Declarant in these covenants, conditions, and restrictions, regarding the development of any additional parcels of property for residential purposes, or the expansion of Common Area, or the expansion of Dedicated Area – both in terms of geographic extension or expansion and in terms of the nature or kinds of use or amenities to be associated with the Subdivision – are intended by the Declarant to be only preliminary and non-binding observations, expressions, and potential plans; and, each Residential Owner and the Association hereby covenant, and thereby agree, that each and every such projection or proposal by the Declarant herein above, if any, are **not**, and shall **not** be, legally interpreted, construed or applied as solicitations, inducements, material representations, promises, or contractual commitments of the Declarant; and, that each Residential Owner is **not** entitled to rely upon, and has **not** relied upon, any such projection or proposal by the Declarant herein above, if any.

**[11.10] Dispute Resolution.** The Declarant as Owner, and each Residential Owner, hereby covenant, and thereby agree that any and all disagreements or matters-in-dispute between the Declarant as Owner, or any Residential Owner, or between Residential Owners, with reference to the legal interpretation, construction, or application of these covenants, conditions, and restrictions shall be submitted to, and determined and

decided upon finally by the Board; and, that the final decision of the Board shall be binding upon all affected persons; *except and unless*, any such final decision of the Board is without any basis in fact or otherwise is contrary to law.

[11.11] **Priority Or Authority.** The Declarant as Owner, and each Residential Owner, acknowledge that the Subdivision is associated with the Powder Horn Ranch Planned Unit Development and the Powder Horn Ranch II Planned Unit Development in Sheridan County, State of Wyoming; and that, as such, the Subdivision also is subject to the Declaration Of Covenants, Conditions, And Restrictions For The Powder Horn [i.e., **Powder Horn Covenants**], as amended and supplemented, and also is subject to the Residential Development Standards of the Powder Horn Ranch, L.L.C., and the Powder Horn Ranch – 2, L.L.C., as amended and supplemented, which are filed of public record with the Clerk and Recorder of Sheridan County, State of Wyoming. In the event of any material difference between the covenants, conditions, and restrictions which are declared and stated in this document with special reference and application to **The Powder Horn Cottages At The Hub** Subdivision, to which they expressly pertain, and those other aforesaid and more general **Powder Horn Covenants** and **Powder Horn Residential Development Standards**, the Declarant as Owner, each Residential Owner, and the Association hereby covenant, and thereby agree, that the provisions of the covenants, conditions, and restrictions which are declared and stated in this document shall have superior priority of authority over the said **Powder Horn Covenants** and **Powder Horn Residential Development Standards** in matters which pertain to the lands and land use within the perimeter of **The Powder Horn Cottages At The Hub** Subdivision, as herein above described, and particularly with regard to instances in which the covenants, conditions, and restrictions that are declared and stated in this document are more stringent than the provisions of those other more general documents.

[Note. The remainder of this page intentionally is left blank.]

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**SIGNING AND ACKNOWLEDGMENT**

IN WITNESS WHEREOF, THE DECLARANT SIGNS BELOW this  
18th day of April, 2006.

**Powder Horn Ranch – 2, L.L.C. – The Declarant**  
**[A Wyoming Limited Liability Company]**

By: \_\_\_\_\_

Homer Scott, Jr. – Manager

**ACKNOWLEDGMENT**

STATE OF WYOMING )

County Of Sheridan )

ss.

The foregoing document, entitled as **DECLARATION OF COVENANTS  
 CONDITIONS AND RESTRICTIONS FOR THE POWDER HORN  
 COTTAGES AT THE HUB**, was signed and acknowledged before me on  
 the 18th day of April, 2006, by **Homer Scott, Jr.**, who is  
 the **Manager of Powder Horn Ranch – 2, L.L.C.**, and who personally is  
 known to me; as witnesseth my hand and official seal.



Robert James Wyatt  
 Notary Public

My commission expires: March 19, 2007

538334 CORRECTED AFFIDAVIT  
BOOK 473 PAGE 0594  
RECORDED 04/25/2006 AT 02:45 PM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

**CORRECTIVE AFFIDAVIT REGARDING DESCRIPTION**  
**AS TO**  
**EXTENSION OF THE POWDER HORN**  
**RESIDENTIAL DEVELOPMENT STANDARDS**  
**AND**  
**FOURTEENTH SUPPLEMENTARY DECLARATION OF**  
**COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR THE POWDER HORN**

PURSUANT TO THE AUTHORITY OF W.S. § 34-11-101, and more particularly under W.S. § 34-11-101[b] for the purpose of resolving a conflict and ambiguity in the description of lands in a previously recorded instrument, the undersigned Affiant, Homer Scott, Jr., first properly being sworn, states and affirms as follows with regard to the AFFECTED PROPERTY, which herein below is **described, as corrected**:

**AFFECTED PROPERTY:**

**CORRECTED EXHIBIT A**

The property which is described upon and within that certain **Corrected Plat Of Powder Horn Cottages At The Hub**, which is **recorded and filed** in **Drawer "P" of Plats** in the office of the Clerk and Recorder of Sheridan County, State of Wyoming, being denoted therein as **Plat No. 77**; and which describes the following lands in **Sheridan County, State of Wyoming**, to wit:

**A Tract of land located in the SW ¼ SE ¼ of Section 33, Township 55 North, Range 84 West, and in the NW ¼ NE ¼ of Section 4 , Township 54 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming; being more particularly described as follows:**

**Beginning** at a point located S 89° 44' 28" W, 506.40 feet from the East 1/16 Corner of said Sections 33 and 4; thence, S 08° 28' 54" E, 50 feet; thence, along a curve to the right with a length of 69.98 feet, a radius of 877.25 feet, a delta angle of 04° 34' 15" a chord bearing of S 83° 48' 13" W, and a chord length of 69.96 feet; thence, along a curve to the right with a length of 26.51 feet, a radius of 605.00 feet, a delta angle of 02° 30' 37", a chord bearing of S 87° 20' 39" W, and a chord length of 26.51 feet; thence, S 00° 58' 04" W, 153.63 feet; thence, along a curve to the right with a length of 256.26 feet, a radius of 785 feet, a delta angle of 18° 42' 15", a chord bearing of S 10° 19' 11" W, and a chord length of 255.13 feet; thence, S 19° 40' 18" W, 184.00 feet; thence, along a curve to the right with a length of 139.42 feet, a radius of 225.00 feet, a delta angle of 35° 30' 10", a chord bearing of S 37° 25' 24" W, and a chord length of 137.20 feet; thence along the easterly right-of-way line of Club House Drive along a curve to the left with a length of 228.15 feet, a radius of 1030.00 feet, a delta angle of 12° 41' 29", a chord bearing of N 27° 44' 20" W, and a chord length of 227.69 feet; thence, along said easterly right-of-way N 34° 05' 05" W, 559.88 feet; thence, leaving said easterly right-of-way, N 59° 45' 39" E, 38.39 feet; thence, along a curve to the right with a length of 132.38 feet, a radius of 780.00 feet, a delta angle of 09° 43' 28", a chord bearing of N 64° 37' 23" E, and a chord length of 132.22 feet; thence, along a curve to the right with a length of 307.17 feet, a radius of 495.00 feet, a delta angle of 35° 33' 17", a chord bearing of N 87° 15' 46" E, and a chord length of 302.27 feet; thence, along a curve to the left with a length of 183.57 feet, a radius of 555.00 feet, a delta angle of 18° 57' 04", a chord bearing of S 84° 26' 08" E, and a chord length of 182.74 feet; thence, along a curve to the left with a length of 65.99 feet, a radius of 827.25 feet, a delta angle of 04° 34' 15", a chord bearing of N 83° 48' 13" E, and a chord length of 65.98 feet, **to the point of beginning.**



[Said Tract containing 6.41 acres, more or less.]

Which said Tract by and through that aforesaid Plat now is subdivided into Lot Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27; and which includes also the Common Area described as "Outlot A", as shown on the said subdivision Plat; and, which pertains also to the Dedicated Area for access, as shown on the said subdivision Plat.

**AFFIDAVIT:**

[1] The undersigned **Affiant, Homer Scott, Jr.**, is the Manager, and a Member, of Powder Horn Ranch, L.L.C., [a Wyoming limited liability company] and is the Manager, and a Member, of Powder Horn Ranch – 2, L.L.C., [a Wyoming limited liability company], whose business address is 23 Country Club Lane, Sheridan, Wyoming 82801, which is within the County of Sheridan, State of Wyoming. The said **Affiant** has direct and personal knowledge of the facts and circumstances which are associated with the formation of the above-described **Powder Horn Cottages At The Hub** subdivision in the County of Sheridan, State of Wyoming; and, has direct and personal knowledge of the previously filed [incorrect] Plat and of the above-described **Corrected Plat**; and, has direct and personal knowledge of other documents which accomplish and are associated with the formation of the said subdivision. The said **Affiant** is an adult person, who is familiar with relevant facts, and who would be competent to testify in open Court concerning such relevant facts. Therefore, the said **Affiant** believes that the **Affiant** is qualified under W.S. § 34-11-101[a] to make and to file this statutory **AFFIDAVIT**, and makes this **AFFIDAVIT** upon the basis of the best knowledge and belief of the said **Affiant**.

[2] The said **Affiant** has examined the records of the Clerk and Recorder of Sheridan County, State of Wyoming, with reference to the above described **AFFECTED PROPERTY**, and thereby is informed that the above-described **Corrected Plat Of Powder Horn Cottages At The Hub**, which is recorded and filed in Drawer "P" of Plats in the office of the Clerk and Recorder of Sheridan County, State of Wyoming, being denoted therein as

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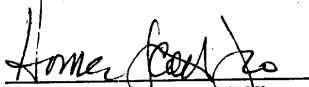
**Plat No. 77**, replaces a previously recorded Plat, which said previously recorded Plat contained an error in its legal description, and which said previously recorded Plat now has been vacated. The aforesaid **Corrected Plat**, and the description herein above of the **AFFECTED PROPERTY**, contain and state the correct legal description of the lands which constitute the aforesaid subdivision.

[3] Heretofore, on **December 2, 2005**, the Powder Horn Ranch, L.L.C., and the Powder Horn Ranch – 2, L.L.C., acting by and through the **Affiant**, caused that certain **EXTENSION OF THE POWDER HORN RESIDENTIAL DEVELOPMENT STATDARDS** document [a copy of which hereto is appended, is marked as **ATTACHMENT NO. 1**, and is incorporated herein by this express reference], as signed and acknowledged by the **Affiant**, to be recorded in **Book 469 of Deeds**, commencing at **Page 600**, with reference to the **Powder Horn Cottages At The Hub** subdivision in Sheridan County, State of Wyoming, which said document, however, contained an error in the description of lands that was stated in the “Exhibit A” that was appended to the said **EXTENSION OF THE POWDER HORN RESIDENTIAL DEVELOPMENT STATDARDS** document. The correct legal description of the lands affected by that said EXTENSION OF THE POWDER HORN RESIDENTIAL DEVELOPMENT STATDARDS document [i.e., ATTACHMENT NO. 1 hereto appended and incorporated herein by this reference] is the AFFECTED PROPERTY which herein above is described in this AFFIDAVIT.

[4] Heretofore, on **December 2, 2005**, the Powder Horn Ranch, L.L.C., and the Powder Horn Ranch – 2, L.L.C., acting by and through the **Affiant**, caused that certain **FOURTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE POWDER HORN** document [a copy of which hereto is appended, is marked as **ATTACHMENT NO. 2**, and is incorporated herein by this express reference], as signed and acknowledged by the **Affiant**, to be recorded in **Book 469 of Deeds**, commencing at **Page 602**, with reference to the **Powder Horn Cottages At The Hub** subdivision in Sheridan County, State of Wyoming, which said document, however, contained an error in the description of lands that was stated in the “Exhibit A” that was appended to the said **FOURTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE POWDER HORN** document. The correct

legal description of the lands affected by that said FOURTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE POWDER HORN document [i.e., ATTACHMENT NO. 2 hereto appended and incorporated herein by this reference] is the AFFECTED PROPERTY which herein above is described in this AFFIDAVIT.

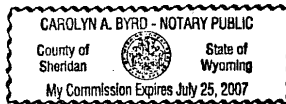
FURTHER AFFIANT SAITH NOT with regard to the above-stated matters; and, first properly being sworn, does sign below on the 25 day of April, 2006.

  
Homer Scott, Jr., Affiant

VERIFICATION & ACKNOWLEDGMENT

STATE OF WYOMING       )  
  )     ss.  
County Of Sheridan       )

This \_\_\_\_\_ day of April, 2006, the foregoing **CORRECTIVE AFFIDAVIT REGARDING DESCRIPTION / AS TO EXTENSION OF THE POWDER HORN / RESIDENTIAL DEVELOPMENT STANDARDS / AND / FOURTEENTH SUPPLEMENTARY DECLARATION OF / COVENANTS, CONDITIONS, AND RESTRICTIONS / FOR THE POWDER HORN** was sworn-to, signed, and acknowledged by **Homer Scott, Jr.**, who appears therein as the **Affiant**, and who personally is known to me; as witnesseth my hand and official seal.



  
Notary Public

My commission expires: 7-25-07

600

526562 NOTICE  
BOOK 469 PAGE 0600  
RECORDED 12/02/2005 AT 03:00 PM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

EXTENSION OF THE POWDER HORN

RESIDENTIAL DEVELOPMENT STANDARDS

The Design Review Committee having adopted The Powder Horn Residential Development Standards, Powder Horn Ranch, LLC, a Wyoming Limited Liability Company, and Powder Horn Ranch - 2, L.L.C., a Wyoming Limited Liability Company, adopt the following resolution:

Whereas, pursuant to the authority granted to the Design Review Committee in Article IX of the Declaration of Covenants, Conditions and Restrictions for the Powder Horn, Residential Development Standards were adopted on June 22, 2000, effective June 27, 2000, and recorded July 6, 2000, in Book 416, Pages 166 through and including page 198 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds.

RESOLVED: Now therefore, that the said Powder Horn Residential Development Standards, be, and hereby are, extended to all areas of the Powder Horn Ranch development including those areas legally described on Exhibit "A" attached and incorporated herein by this reference

IN WITNESS WHEREOF Powder Horn Ranch, LLC and Powder Horn Ranch - 2, L.L.C. have caused this Extension of the Powder Horn Residential Development Standards for The Powder Horn to be executed this 30<sup>th</sup> day of November, 2005.

POWDER HORN RANCH, LLC

By: Homer Scott Jr.  
Manager

POWDER HORN RANCH - 2, L.L.C.

By: Homer Scott Jr.  
Manager

STATE OF WYOMING     )  
                                      ) ss.  
County of Sheridan     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of November, 2005, by Homer Scott, Jr., Manager of Powder Horn Ranch, LLC, and Manager of Powder Horn Ranch - 2, L.L.C.



WITNESS my hand and official seal.

599

Carolyn A. Byrd  
Notary Public

My commission expires: 7-25-07

ATTACHMENT NO. 1 Page 1 of 1

602

600

STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF SHERIDAN   )

FOURTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE POWDER HORN

THIS FOURTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 30<sup>th</sup> day of November, 2005, by Powder Horn Ranch, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "Declarant"), and Powder Horn Ranch - 2, L.L.C., a Wyoming Limited Liability Company.

WITNESSETH:

WHEREAS, Declarant recorded a Declaration Of Covenants, Conditions And Restrictions for the Powder Horn (the "Declaration") on September, 27, 1995 in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a First Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on February 26, 1996, in Book 378, Page 321 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Second Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 10, 1996, in Book 379, Page 135 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Third Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on June 19, 1997, in Book 386, Page 401 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fourth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on November 4, 1997, in Book 389, Page 16 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fifth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on March 3, 1998, in Book 391, Page 27 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Sixth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 22, 1998, in Book 394, Page 518 of the Records of the

ATTACHMENT NO. 2 Page 1 of 3

Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Seventh Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 11, 2000, in Book 413, Page 667 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded an Eighth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on December 8, 2000, in Book 419, Page 516 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Ninth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 24, 2002, in Book 435, Page 681 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Tenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on August 7, 2003, in Book 445, Page 609 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded an Eleventh Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 19, 2004, in Book 452, Page 411 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Twelfth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 26, 2005, in Book 455, Page 162 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Thirteenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on September 30, 2005, in Book 467 Page 582 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS, Declarant, pursuant to Article II thereof, retained the right to add additional property to the scheme of said Declaration by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C. desire to add to the scheme of these covenants the property described on Exhibit A to this Fourteenth Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn ("the Additional Property"), which property represents The Powder Horn Cottages at the Hub

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C., desire to submit the Additional Property described on Exhibit A, together with all buildings, improvements, and other permanent fixtures of whatever kind, now or hereafter, and all easements, rights, appurtenants, of which are belonging to, or in any way pertaining thereto, to the covenants, conditions, restrictions, easements, charges, liens, assessments, privileges, and rights contained in the said Declaration, and to annex the Additional Property into the Property and the scheme of the Declaration in accordance with Section 2.02(a) of

ATTACHMENT NO. 2 Page 2 of 3

the Declaration.

NOW, THEREFORE, the Declarant and Powder Horn Ranch - 2, L.L.C., declare the Additional Property (The Powder Horn Cottages at the Hub, described on Exhibit A) is hereby annexed into the Powder Horn pursuant to Section 2.02(a), and shall hereafter be a part of the Property, and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions and restrictions, easements, charges, liens, assessments, privileges, and rights set forth in the Declaration, all of which shall run with the land and be binding upon the Additional Property, and all parties having acquired any right, title, or interest in and to the Additional Property, or any part thereof, and shall inure to the benefit of each person having at any time an interest or estate in the Property, or any part thereof, and the Powder Horn Homeowner's Association, Inc., (the "Association").

IN WITNESS WHEREOF the Declarant and Powder Horn Ranch - 2, L.L.C. have caused this Fourteenth Supplementary Declaration Of Covenants, Conditions and Restrictions For The Powder Horn to be executed.

POWDER HORN RANCH, LLC

By: \_\_\_\_\_

Manager

POWDER HORN RANCH - 2, L.L.C.

By: \_\_\_\_\_

Manager

STATE OF WYOMING )

) ss.

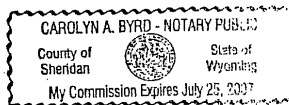
County of Sheridan )

The foregoing instrument was acknowledged before me this 30th day of November, 2005, by Homer Scott, Jr., Manager of Powder Horn Ranch, LLC, and Manager of Powder Horn Ranch - 2, L.L.C.

WITNESS my hand and official seal.

Notary Public

My commission expires: 7-25-07



560817 DECLARATION OF COVENANTS  
BOOK 480 PAGE 0255  
RECORDED 12/19/2006 AT 09:10 AM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

STATE OF WYOMING     )  
                                  ) ss  
COUNTY OF SHERIDAN   )

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE POINTE AT POWDER HORN RANCH**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (referred to herein as "Declaration") is made this 18<sup>th</sup> day of December, 2006, by Powder Horn Ranch, L.L.C., and Bison Meadows, L.L.C., both Wyoming limited liability companies, as their interests may appear of record (referred to herein collectively as "Declarant"), and consented to herein by The Pointe At Powder Horn Ranch Homeowners' Association, Inc., a Wyoming non-profit corporation (hereinafter referred to as "Association").

**WITNESSETH:**

*WHEREAS*, that DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE POWDER HORN dated September 26, 1995, was filed of record on September 27, 1995, in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Recorder of Deeds, as well as multiple supplemental covenants conditions and restrictions thereafter having been filed of record with the Sheridan County Clerk's office that affect the Powder Horn Ranch, a planned unit development in Sheridan County, Wyoming, including but not necessarily limited to those all of those supplements through the recent TENTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE POWDER HORN dated August 6, 2003, and recorded August 7, 2003, in Book 445 of Deeds, Pages 609 to 612. The terms and conditions of all such previously recorded Declarations and supplements thereto are incorporated herein by reference, as applicable; and

*WHEREAS*, the foregoing described Declaration of Covenants, Conditions, and Restrictions, together with the supplements and amendments thereto, are collectively referred to as "The Powder Horn Covenants", which pertain to all phases of the Master Community Development of the Powder Horn Ranch heretofore developed, including all lands specifically burdened by this instrument which is described herein as The Pointe and which is more particularly described on the Plat, described below; and

*WHEREAS*, this Declaration of Covenants, Conditions and Restrictions made herein relates only to the Declarant's intention to build no more than thirty-four (34) units to be situated within that property now known as The Pointe At Powder Horn Ranch Planned Unit Development, as more specifically shown and described in that Plat recorded in the Sheridan County Clerk's office on July 28, 2006 as Plat Number P, Instrument Number 79 (herein the "Plat"), with the said area to be referred to herein as "THE POINTE" (or sometimes as the "Property"); and

*WHEREAS*, the undersigned Declarant believes that it would be in the best interest of all concerned to place of record this Declaration affecting THE POINTE so as to fully and precisely meet the particular needs of the Declarant and owners of Residential Units in THE POINTE, as THE POINTE boundaries are more specifically described on the Plat.

*NOW, THEREFORE*, the undersigned Declarant hereby declares that the real property described herein as THE POINTE shall be held transferred, sold, conveyed, and occupied subject to this Declaration for THE POINTE which shall apply to the lands described as THE POINTE only.



**ARTICLE I**  
**DEFINITIONS**

The following words when used in this Declaration or any amendment or supplement hereto (unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

(a) "**Association**" shall mean and refer to the The Pointe At Powder Horn Ranch Homeowners Association, Inc., a Wyoming not-for-profit corporation, known and referred to as The Pointe Homeowners Association, which has the power, duty and responsibility of maintaining, repairing and administering the Common Areas and collecting the assessments and charges hereinafter prescribed, and has the right, but not the obligation of administering and enforcing the Covenants and Restrictions.

(b) "**Board**" shall mean and refer to the Board of Directors of the Association.

(c) "**Covenants**" shall mean and refer to the protective covenants, conditions, restrictions, reservations, easements and provisions set forth in this Supplementary Declaration of Covenants, Conditions and Restrictions for THE POINTE, together with the rules and regulations as the same may be adopted, amended or supplemented from time to time by the Board in accordance with the provisions of this Declaration.

(d) "**Common Areas**" shall mean and refer to any and all areas of land within THE POINTE which are known, described or designated as common green, common areas, easements, greenbelts, open spaces or streets, sidewalks/driveways, and other common elements shown on the Plat of the Property or hereafter developed for the intended use, or devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or may hereafter be constructed, or installed thereon, and including all equipment, accessories and machinery used in the operation or maintenance of any of such Common Areas, and any additions to or replacements of such Common Areas. The Common Areas within THE POINTE will generally consist of open space, landscaped areas, streets/sidewalks and driveways to each Unit. Declarant proposes that the Association hold record title to the Common Areas, consistent with the objectives envisioned herein, and subject to the easement rights herein of the Members to use and enjoy the Common Areas, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Declarant, but prior to July 1, 2015, at which time title to the Common Areas will be formally transferred of record from the Declarant to the Association. Declarant reserves the right to affect redesigns or reconfigurations of the Common Areas, and execute any open space declarations applicable to the Common Areas which may be permitted by law in order to reduce property taxes.

(e) "**Declarant**" shall mean and refer to Powder Horn Ranch, LLC, and Bison Meadows, L.L.C., and each entities' successors and assigns (if any), with respect to the voluntary disposition of all (or substantially all) of the assets of Declarant and/or the voluntary disposition of all (or substantially all) of the right, title and interest of Declarant, in and to the Property prior to the completion of development thereon. No person or entity purchasing one or more Residential Units from Powder Horn Ranch, LLC, and/or Bison Meadows, L.L.C. in the ordinary course of business shall be considered as "Declarant."

(f) "**Design Review Committee**" shall mean the Design Review Committee as established by the previously-recorded Powder Horn Covenants.

(g) "**Existing Property**" shall mean and refer to the initial parcel which is and shall be held, transferred,

sold, conveyed and occupied subject to this Declaration pursuant to Section 2.01 of Article II hereof.

(h) "**Lot**" shall mean and refer to any plot or tract of land or unit shown upon the above-described Plat of the Property, as amended from time to time, which is designated as a lot therein, and which will be improved with a Residential Unit. "Adjoining Lot" shall mean and refer to a Lot which is adjacent to any other Lot as shown on any recorded plat of the Property.

(i) "**THE POINTE**" shall mean the lands described on the Plat and as shown and described in the Plat.

(j) "**Member**" means every person who holds a membership in the association pursuant to Article V, entitled "Membership and Voting Rights." An Owner is not necessarily or automatically a Member.

(k) "**Owner**" shall mean and refer to each and every person or business entity who or which is a record owner of a fee or undivided fee interest in any Lot subject to these Covenants and Restrictions; however, the word "Owner" shall not include person(s) or entity(ies) who hold a bona fide lien or interest in a Lot as security for the performance of an obligation.

(l) "**Powder Horn Covenants**" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of the Powder Horn, dated September 26, 1995, which was filed for record on September 27, 1995, in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Recorder of Deeds, as have been amended and as may be further amended hereafter from time to time.

(m) "**Property**" shall mean and refer to the "Existing Property," and any additional lands which are annexed into the project and made subject to these Covenants, Conditions, and Restrictions, or any amendment or supplement hereto, prepared and filed of record pursuant to the provisions hereof.

(n) "**Residential Unit(s)**" or "**Unit(s)**" shall mean and refer to each structure built upon the "Lot".

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO**

2.01 Existing Property. The Existing Property is located in the County of Sheridan, State of Wyoming, and is more particularly described on said Plat.

2.02 Additions to Existing Property. Additional land(s) may become subject to this Declaration in any of the following manners:

(a) Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property, provided, however, that such supplementary declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration.

(b) In the event any person or entity other than Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written

consent and approval of the majority of the outstanding votes within each voting class of the Association.

(c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 2.02, when made shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

### **ARTICLE III**

#### **PROVISIONS RELATING TO THE COMMON AREAS**

3.01 The parts described and shown on the Plat as common area and referred to above as being the Common Areas of the parcel legally described on the Plat shall be and are hereby declared to be subject to the covenants, agreements, easements and restrictions set forth in this Declaration, to be and remain in effect until such time as amended, modified or revoked in accordance with the provisions of this Declaration.

3.02 The Common Areas shall be held and maintained for the use and benefit of the Owners of the Residential Units and their guests and invitees, including, without limitation, the right of ingress and egress over, upon and across, the driveways and paths in or upon the Common Areas, and not for the use or benefit of the public generally.

3.03 There shall be upon the Common Areas at least such driveways, private vehicular right of ways and paths as shall be necessary to provide ingress and egress to and from the Residential Units for the use and benefit of the Owners of the Residential Units and their guests and invitees, and such other vehicular right of ways and paths as the Association shall from time to time determine and as shall be in compliance with such governmental laws, ordinances and regulations as shall be applicable from time to time.

3.04 There may be upon the Common Areas fences of such design as shall be in conformity with all applicable governmental law ordinances and regulations, at or near the perimeter of the Property and partially or entirely enclosing the Property except for such gates and other openings as the Declarant may originally approve and construct and as the Association shall determine. There may also be upon the Common Areas patios, decks, balconies, lighting and lighting fixtures, such leisure facilities, trees, shrubs and other landscaping as the Declarant may originally approve and construct and as the Association, as Successor, shall determine from time to time, and as being in accordance with applicable governmental laws and the regulations hereof.

3.05 Except as herein provided for, there shall be no structure or enclosures above the ground of the Common Areas except patios, balconies, lighting and lighting fixtures and such leisure facilities as the Declarant may originally approve and/or construct and as the Association as shall determine from time to time, and in accord with applicable governmental laws. No public, commercial or business use of any kind shall be permitted therein.

3.06 It is expressly and irrevocably stipulated and agreed that notwithstanding any other term or provision hereto, no vehicles shall be parked or left standing unattended or operated upon any of said vehicular right of ways in any manner violative of any law or ordinance which would be applicable if said vehicular right of ways were public right of ways, unless and then only so long as permitted by law or ordinance.

3.07 An easement of ingress and egress and a right and easement of enjoyment is hereby granted to every Owner in and to the Common Areas and such rights and easements shall be appurtenant to and shall pass with the title to every Residential Unit so long as said Owner resides on his Residential Unit, provided that such rights and easements shall, in accordance with the terms of this Declaration belong to the Owner's tenants or contract

purchaser. The Owner, from time to time, of the Common Areas hereby grants, in addition to those shown on said Plat or otherwise in force, such conveyances of such easements and rights of, over, upon and under the Common Areas or any part thereof for the construction and maintenance of facilities for the supply of water, electricity and gas, the furnishing of telephone service, the removal of sewage and waste, storm water drainage, detention and conveyance, and other utilities, as shall be necessary or appropriate in order to provide said service to all the Residential Units and the Owners from time to time thereof. Further, Declarant and the Association hereby grant the Residential Owners and all persons claiming by, through and under them such easements and rights over, upon and under the Common Areas as shall be necessary or appropriate in order to more fully establish and maintain the rights of ingress and egress described above.

3.08 The roofs, exterior siding, driveways, sidewalks and parking pads within THE POINTE constitute a portion of the Common Areas which are subject to the jurisdiction, administration and control of the Association. (Declarant notes that the exterior decks are a prominent feature of the Units and the outermost exterior finishes of the decks shall be considered part of the siding and included in the Common Area; however, the interior area within the deck shall be maintained by the owner of the Unit.) In addition to the other provisions contained in this Article, the Board is specifically authorized to recommend, adopt, implement, and enforce rules, regulations, mechanisms and procedures governing use, maintenance and repair of the exterior siding, roofs, driveways, sidewalks and parking pads and streets to include but not limited to: modification/use restrictions for the exterior of the Units, speed limits, designated parking areas, restricted parking areas and no parking areas. The driveways shall be for use by the owners of the adjacent Units and their invitees.

3.09 The Common Areas and the use thereof shall be subject to such additional rules and regulations adopted by the Board and as shall be in force from time to time governing the use of the Common Areas deemed necessary and appropriate in order to assure the peaceful and orderly use and enjoyment of the Common Areas.

#### **ARTICLE IV**

##### **PROVISIONS RELATING TO THE RESIDENTIAL UNITS**

4.01 All the Property shown on said Plat is hereby declared to be subject to the covenants, agreements, easements, and restrictions set forth in this Declaration, to be and remain in effect until such time as amended, modified, or revoked in accordance with the provisions of this Declaration.

4.02 From and after the completion of the construction of each respective residential Unit and the delivery thereof to the initial Owner thereof, there shall be no alterations, changes, additions, or deletions to or from said Residential Unit of any nature which will, or may be, visible from the exterior of the Residential Unit or which will, or may, adversely affect any other Residential Unit, whether by impairment of strength of any party wall, increase of sound transmission between units or otherwise without the written approval of the Design Review Committee and the Board.

4.03 There shall be no change in any exterior color of any Residential Unit from the color scheme then in effect throughout the Property, except in connection with a general change in such color scheme under the direction or approval of the Board.

4.04 No trade or business which is visible or has effect on other members or owners in the Association shall be carried on within any Residential Unit and no signs shall be placed upon or about any Residential Unit, except for the following which the Board shall approve as to style, material and location:

- (a) The name and address of Residential Unit Owners;
- (b) One professional sign of not more than five (5) square feet advertising the Residential Unit for sale or rent, the design of which shall be in conformity with the signage provisions in the Powder Horn Covenants.

4.05 No animals of any kind may be kept, bred or maintained in any Residential Unit, or upon the Common Areas, including on decks, except a reasonable number of commonly accepted household pets in accordance with rules and regulations adopted by the Board. In no event shall any dog be allowed to run free outside the Residential Unit without being on a leash. All dogs shall be registered with the Association and shall have proof of proper immunization presented with said registration. At all times, owners shall prevent their household pets from creating barking nuisance or other nuisance. Each Owner shall clean up any feces or defecation produced by household pets outside the Residential Units. Owners shall be strictly liable for any and all damage or injury caused by their household pets. The feeding of deer, ducks, geese or other wild animals is prohibited. Song bird feeding stations are permitted.

4.06 Laundry, bedding, and the like shall not be hung out to dry in any position in which it is visible from the exterior of any Residential Unit. No bicycles, carriages or other articles shall be upon the Common Areas or outside the Residential Units of the Owner thereof except when in use and except for automobiles parked in areas designated therefore. Overnight parking of trucks, RV's, or boats, whether trailered or otherwise, will not be permitted unless such vehicles are kept in garages and out of public view.

4.07 Exterior television, radio, or other type antenna shall not be erected on any Residential Unit without the approval of the Board. It being expressly understood that the Association is hereby granted and shall have power to entirely prohibit the installation or continuation thereof, without regard to whether or not the Association shall have provided for master television antennas or other equipment for the use of the Owners of the Residential Units in lieu of such prohibited equipment. Any and all facilities of any kind presently existing or hereinafter installed upon any Unit designed for the common use of any two or more units, shall be perpetually used in common by such Residential Owners or occupants.

4.08 Each Residential Unit is hereby declared to be subject to an easement and right to and in favor of the Association and all of its employees, agents, and instrumentalities to go upon such Residential Unit for reasonable inspection thereof from time to time for the purpose of carrying out any and all of the obligations and functions with respect to such Residential Unit or for the benefit of any other Residential Unit or Units as are herein imposed upon or permitted to the Association, expressly including, without limitation, the maintenance, repair and replacement of any and all of the facilities for the supply of utilities and other facilities, apparatus, and equipment serving said Residential Unit and/or other Residential Units or the Common Areas. The Association shall have an easement of ingress and egress over and upon any or all Units including, but not limited to, the roof, yard, balcony, and deck areas thereof for the purpose of construction, installation, repair, maintenance, replacement, and inspection, of all facilities including, but not limited to, television antennas, transformers and water or utility meters for the benefit of the Declarant, Residential Owner or the Association.

4.09 The Residential Units and the use thereof shall be subject to such additional rules and regulations governing the use of the Residential Units as shall be in force from time to time by reason of action taken by the Board pursuant to Article VI hereof, it being expressly agreed that, without limitation, the Board pursuant to Article VI hereof, shall have powers to prescribe by such rule or regulation standards of upkeep and maintenance of the respective Residential Units.

4.10 No owner shall permit or suffer anything to be done or kept about or within the Residential Unit, which will obstruct or interfere with the rights of other owners to the use and enjoyment of the Common Areas, or annoy them by unreasonable noises or otherwise, nor commit or permit any nuisance or commit or suffer any illegal act to be committed therein.

4.11 An owner who leases his Residential Unit to any person shall be responsible for assuring compliance by his lessee with all of the provisions of this Declaration, rules and regulations, all as amended and supplemented from time to time, and the owner shall be jointly and severally responsible for any violations by his lessee thereof.

#### **ARTICLE V**

#### **MEMBERSHIP AND VOTING RIGHTS**

5.01 Membership. There shall be one Class A Membership in the Association appurtenant to each Lot. The Owner of the Lot shall designate in writing to the Association an individual who shall be the Member with respect to that Lot. The Member designated by the Owner of the Lot must be an individual who is an Owner, or if the Owner is or includes a Person other than an individual, the Member may be an individual who is a partner if the Owner is or includes a partnership, or an officer of the corporation if the Owner is or includes a corporation, or a beneficiary of the trust if the Owner is or includes a trust, or an owner of the entity if the Owner is or includes a person other than an individual, a partnership, a corporation or a trust. In the absence of such written designation, Assessments shall nevertheless be charged against the Lot and Owner thereof, but there shall be no right to vote the membership or to use the Common Areas.

5.02 Once a Class A Member has been designated by an Owner of a Lot, a new Member may only be designated for that Lot by the Owner upon the death of the previously designated Member, or at any time following the first anniversary (or such longer period, not to exceed three years as the Board may establish; or such shorter period, in a particular case as the Board, in its sole discretion, may permit) of the date the Member who is being succeeded was designated.

5.03 The Class A Member as so designated shall be the only person entitled to vote on behalf of the Owner of the Lot at Association meetings and elections. The Member designated by the Owner, and the Member's spouse and children, natural and adopted, under the age of 25 (and such other children and relatives of the Member as the Board may, from time to time, specify) shall with respect to the Owner's Lot, be the only persons entitled to use the Common Areas, other than as guests, in accordance with the Association Rules, and no other individual or person, even though an Owner of the Lot, shall be entitled to use the Common Areas other than as guests.

5.04 Voting Rights. The Association shall have two classes of voting membership:

CLASS A: Class A Members shall be all Members other than Class B Members. Class A Members shall be entitled to one (1) vote for each Lot/Unit in which they hold the interest required for membership.

CLASS B: The Class B Member shall be Declarant. The Class B Member shall be entitled to ten (10) votes for each Lot/Unit which it owns.

Notwithstanding the aforementioned voting rights within the Association and consistent with the

provisions of Section 11 hereinafter, until: (a) Declarant no longer owns: (i) record title to any Lot or (ii) a lien interest in any Lot or (iii) title to any adjoining acreage intended to be developed as an additional section or phase of the Powder Horn; or (b) July 1, 2015; whichever occurs first in time, neither the Association nor the Members shall take any action or inaction with respect to any matter whatsoever without the approval of the Declarant.

The Declarant voluntarily may (but shall not be required to relinquish control of the Association to the Members at any time prior to July 1, 2015).

5.05 Quorum, Notice and Voting Requirements. The quorum, notice, and voting requirements of and pertaining to the Association are set forth within the Articles of Incorporation and Bylaws of the Association, as same may be amended from time to time. Subject to the provisions of Section 5.04 above, any action by or on behalf of the Association may be taken with the consent given in writing and signed by Members who collectively hold or control more than fifty percent (50%) of the outstanding votes of the Association.

## **ARTICLE VI**

### **GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS**

6.01 Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors (hereinafter referred to as the "Board"). The Board shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Common Areas, Residential Units, the Owners, and the Property:

(a) Shall perform all maintenance and repairs of the exterior of the Residential Units, including, without limitation, painting and staining, at such intervals as shall be prudent as well as maintenance, repair, and replacement of the roof and deck.

(b) Shall provide for the care and preservation of the Common Areas and the furnishing and upkeep of any desired personal property for use in the Common Areas;

(c) Shall pay the taxes, insurance and utilities (including, without limitation, electricity, gas, water and sewer charges) which pertain to the Common Areas only;

(d) Shall retain and pay the services of a person or firm (including Declarant and any affiliates of Declarant) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager designated by the Board;

(e) May retain and pay for legal and accounting services;

(f) May provide for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration, or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(g) Shall maintain and repair all streets and driveways as appropriate.



(h) Shall execute all declarations of ownership for tax assessment purposes with regard to any of the Common Areas owned by the Association;

(i) May enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to: (i) taxes on the Common Areas; (ii) insurance coverage (if any) on Common Areas as they relate to the assessment, collection and disbursement process envisioned by Article V hereinabove; and (iii) utility installation, consumption and service matters;

(j) May borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent owners, if the Board sees fit or secured by such assets of the Association as deemed appropriate by the lender and the Association;

(k) May enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association;

(l) Shall protect or defend the Common Areas from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association, and to provide adequate reserves for repairs and replacements;

(m) May make reasonable rules and regulations in accordance with the Covenants governing the use of the Common Areas and to amend them from time to time;

(n) Shall make available to each Owner within ninety (90) days after the end of each year an annual report;

(o) May adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency;

(p) Shall enforce the provisions of this Declaration and any rules and regulations made hereunder and to fine, enjoin and/or seek damages from any Owner for violation of such provisions, rules or regulations.

6.02 Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services, and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein. In the event or if for any reason the Board is not deemed authorized to act for and on behalf of the Association and the Members, then Declarant may exercise its power and authority under Section 11.02 hereof to act for and on behalf of the Association and the Members, and the Association shall reimburse Declarant for any and all reasonable expenses incurred in so acting.

6.03 Contracts with Owners. The Board, on behalf of the Association, shall have full power and authority to contract for any Owner (including, without limitation, Declarant) for the performance, on behalf of the Association, of services which the Board is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

6.04 Liability Limitations. Neither the Declarant, any Member, the Board, any Director, nor any Officer of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for the tort of another Member, whether such other Member was acting on behalf of the Association or otherwise.



Neither Declarant or Association, its Directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

6.05 Reserve funds. The Board may, in its sole and absolute discretion, establish reserve funds, which may be maintained and accounted for separately from other funds maintained for annual operating expenses, and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association.

## **ARTICLE VII**

### **COVENANTS FOR ASSESSMENTS**

7.01 Personal Obligation of Assessments. Each Owner of a Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed, as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies):

(a) Regular assessments or charges for maintenance, taxes and insurance on portions of the Property and the Common Areas (including, without limitation, those matters described within Section 6.01 hereof);

(b) Special group assessments for capital improvements or unusual or emergency matters, such assessments to be fixed, established and collected from time to time ratably as hereinafter provided;

(c) Special individual assessments levied against individual Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner and not caused by ordinary wear and tear; and

(d) Individual assessments and fines levied against individual Owners for violations of rules and regulations pertaining to the Property, Association, and/or the Common Areas, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular, special group, and special individual assessments, together with such late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made and shall also be the continuing personal obligation of the then-existing Owner of such Lot at the time when the assessment fell due.

7.02 Creation of Lien. Association shall have a lien against each Lot to secure the payment of any assessment which may be levied pursuant to the terms and provisions of Sections 7.01, 7.05, 7.06, and/or 11.06 (or any other provision hereof), and the expenses incurred in connection with the enforcement thereof, including, without limitation, interest at the maximum rate permitted by law, costs and reasonable attorneys' fees. Such lien may be enforced by appropriate judicial proceedings, or through a power of sale foreclosure, and the amounts secured thereby shall be the obligation of, and chargeable to Owner. Such lien shall be and is subordinate and inferior only to the following: (i) Assessments, liens, and charges in favor of the State of Wyoming and any political subdivision thereof for taxes past due and unpaid on the Lot; and (ii) Amounts due under any mortgage recorded prior to the recordation of any lien assessment as provided in Section 7.03 of this Article VII.

### 7.03 Assessment Lien.

(a) All amounts payable to the Association, including unpaid assessments, attorney fees, other enforcement and collection costs, and interest thereon at the maximum rate permitted by law, from the date such assessments are due until said assessments are paid (subject to the provisions hereof limiting the interest contracted for, charged or received to the maximum permitted by applicable law), shall constitute a lien on the Lot superior to all other liens and encumbrances, except as provided in Section 7.02 of this Article VII. The Board or its duly appointed agent, may (but shall not be required to) prepare a written notice setting forth the amount of such unpaid indebtedness, the name of Owner and a description of the Lot. Such notice shall be signed by Declarant or the Board or its duly appointed agent and may be recorded in the office of the County Clerk of Sheridan County. Such lien may be enforced by the foreclosure of it upon the Lot by the Declarant or the Board or its duly appointed agent. In any such proceeding, the Owner shall be required to pay the costs, expenses and attorney's fees incurred in connection with filing the lien, and in the event of any foreclosure proceeding all additional costs, expenses and attorney's fees in connection with any such foreclosure proceeding. Declarant or the Board or its duly appointed agent shall have the power to bid on the Lot at foreclosure, or other legal sale, and to acquire and hold, lease, convey or otherwise deal with the same. Any mortgagee holding a lien on the Lot may pay, but shall not be required to pay any unpaid assessments owing with respect to the Lot, but such payment shall not be deemed a waiver of Owner's default by either Declarant, the Board or such mortgagee. Foreclosure may be in any manner authorized by Wyoming law, including through power of sale.

(b) The amount of the assessments assessed against the Lot shall also be a personal obligation or indebtedness of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing same.

(c) Owner, by acceptance of the deed to the Property, hereby expressly vests in Declarant, the Board or its agents the right and power to bring all actions against Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by non use of the Common Areas or by abandonment of his Lot.

(d) If any assessment remains unpaid at the expiration of fifteen (15) calendar days from and after the due date established by the Board, a late charge shall be assessed against the nonpaying Owner for each month that any portion of an assessment remains unpaid. The Board shall specify the late charge amount. A reasonable service charge in an amount established by the Board shall be charged for each check that is returned because of insufficient funds. The amount of any such late charge and service charge may be adjusted, from time to time, by the Board.

7.04 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of (i) promoting the health, recreation, safety and welfare of the residents of the Property; (ii) perform all maintenance of the exterior of the Residential Units, including, without limitation, painting, staining, and tuck pointing, thereof, at such intervals as shall be prudent as well as maintenance, repair, and replacement of the roof of the Residential Units; (iii) perform all maintenance, improvements, and repair of the grounds and landscaping of the Residential Units situated outside the exterior walls and deck areas thereof; (iv) the payment of taxes on the Common Areas and insurance (if any) in connection with the Common Areas and the repair, replacement and additions thereto; (v) the payment for electricity for street lights and exterior lights and the repair, replacement and additions of various items within the Common Areas; (vi) trash and garbage collection and security arrangements

as may be determined necessary and appropriate by the Association, from time to time; (vii) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and the management and supervision of, the Common Areas; (viii) carrying out the duties of the Board as set forth in Article VII hereof; (ix) carrying out the various matters set forth or envisioned herein or in any amendment or supplement hereto; and (x) for any matter or thing designated by the County of Sheridan in connection with any zoning, subdivision, platting, building or development requirements.

#### 7.05 Basis and Amount of Regular Maintenance Assessments.

(a) The Board may establish the maximum annual assessment for each Lot, provided that the maximum annual assessment may not be increased more than twenty percent (20%) above the maximum regular assessment for the previous year unless otherwise approved by the Members of the Association as provided in Section 5.05 of Article V.

(b) After consideration of current maintenance costs and the future needs of the Association, the Board may fix the actual annual assessment at an amount equal to or less than the then existing maximum annual assessment.

(c) Not later than thirty (30) days prior to the beginning of each fiscal year of the Association, the Association shall make available for review by each Member, at the Association's office, during reasonable times, a pro forma operating statement or budget for the upcoming fiscal year, which shall, among other things, estimate the total Common Area expenses to be incurred for such fiscal year. Subject to the provisions of 7.05, the Board shall at that time determine the amount of the regular Maintenance Assessment to be paid by each member, and shall notify the member thereof. Each member shall thereafter pay to the Association his regular Maintenance Assessment in monthly installments. Each such installment shall be due and payable on the date set forth in the written notice sent to the Members.

(d) The Board may establish a time-price differential schedule for the payment of the regular assessment in which the lowest amount is the actual regular base assessment.

7.06 Rights of Sheridan County. Unless otherwise approved by seventy-five percent (75%) of the outstanding votes within each voting class, the Association shall not by act or omission seek to abandon its obligations as established by this Declaration. However, in the event that:

(a) The Association dissolves and the Common Areas shall not be either (i) dedicated to and accepted by an appropriate public agency, authority or utility to be devoted to purposes as nearly as practicable the same as those to which such Common Areas were required to be devoted by the Association, or (ii) conveyed to another organization or entity which assumes all obligations imposed hereunder upon the Association to maintain said Common Areas; or

(b) The Association, its successors or assigns, shall fail or refuse to adequately maintain the appearance and condition of the Common Areas which it is obligated to maintain hereunder; then, in either such event, the County of Sheridan shall have the right, but not the obligation, to assume the duty of performing all such maintenance obligations of the Association at any time after such dissolution, upon giving written notice to the Owners, or at any time after the expiration of twenty one (21) days after receipt by the Association, its successors or assigns, of written notice specifying in detail the nature and extent of the failure to maintain without such failure being

remedied. Upon assuming such maintenance obligations, Sheridan County may collect, when the same become due, all assessments levied by the Association pursuant to the provisions hereof for the purposes of repairing, replacing, maintaining or caring for the Common Areas; and, if necessary, enforce the payment of delinquent assessments in the manner set forth herein. In the alternative, upon assuming such maintenance obligations, Sheridan County may levy an assessment upon each Lot on a pro-rata basis for the cost of such maintenance, notwithstanding any other provisions contained in this Declaration, which assessment shall constitute a lien upon the lot against which each assessment is made. During any period that Sheridan County assumes the obligation to maintain and care for the Common Areas, the Association shall have no obligation or authority with respect to such maintenance. The right and authority of Sheridan County to maintain the Common Areas shall cease and terminate when the Association, its successors or assigns, shall present to Sheridan County reasonable evidence of its willingness and ability to resume maintenance of the Common Areas. In the event Sheridan County assumes the duty of performing the maintenance obligations of the Association as provided herein, then Sheridan County, its agents, representatives and employees, shall have right of access, ingress and egress to and over the Common Areas for the purposes of maintaining, improving and preserving the same, and in no event, and under no circumstances, shall Sheridan County be liable to the Association or any Owner or their respective heirs, devisees, personal representatives, successors or assigns for negligent acts or construction (excluding, however, malfeasance and gross negligence) relating in any manner to maintaining, improving and preserving the Common Areas.

#### **ARTICLE VIII** **CASUALTY AND INSURANCE**

8.01 In the event the Property or any part thereof or any of the Residential Units thereon shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the Owners of the property so damaged or destroyed shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as reasonably possible to the condition in which such property was immediately prior to such damage or destruction, subject only to the rights and requirements of the Association (which is hereby granted to the Association to authorize and direct such different action as shall be recommended by the Board of Directors and approved by the affirmative vote of members entitled to vote.

8.02 All repair, restoration or rebuilding pursuant to the provisions of this Article shall be carried out under such supervision and direction as the Board of Directors of the Association shall deem appropriate in order to assure the expeditious and correct completion of work concerned, and the Owner or Owners of each Residential Unit which shall have been damaged or destroyed shall fully cooperate with, and abide by all instructions and directions of the Association in connection therewith.

8.03 Without limitation, the Association is hereby given and shall have power to approve the architects, contractors and subcontractors to be employed in connection with such repair, restoration or rebuilding; to approve a single contractor or contractors to perform all various parts of the work to be done upon the Residential Units which shall have been damaged or destroyed by such casualty or other happening.

8.04 In any case in which the Owner or Owners of the Residential Units concerned shall fail to carry out and see to the repair, restoration or rebuilding by the provisions of this Article, and in any case in which more than one contiguous Residential Unit shall be involved the Association is granted the right to carry out and see to the repair, restoration or rebuilding required by the provisions of this Article. In the event of a total loss of the Unit and the owner fails to repair, restore or rebuild the Residential Unit in accordance with Article VIII, the Association shall have the right to consider the Residential Unit as abandoned. A "total loss" means a loss in

which there is more than fifty percent (50%) of the structure damaged or a public official has declared that the structure cannot be rebuilt. The Unit shall not be considered as abandoned until ninety (90) days has elapsed from the date of the total loss of the Unit has been determined and there is no evidence that rebuilding of the Unit has commenced. Once abandonment of the Unit has been declared, the Association shall be deemed to be the owner of the Unit.

8.05 Each Owner shall maintain in force at all times insurance covering the Residential Unit owned by him, consisting of, or providing all the protection afforded by, at least the insurance now generally described as fire, extended coverage, additional extended coverage, vandalism and malicious mischief, to 100% of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation. A guaranteed replacement cost endorsement is required on each Owner's policy. Each Owner shall also maintain in force such insurance protecting the Association from loss, damage, express or liability resulting directly or indirectly from any act or omission of such Owner or any employer, agent, representative, guest or invitee of such Owner. The insurance companies indicated on the certificates of insurance must be admitted carriers and licensed by the State of Wyoming and acceptable to the Association.

8.06 Liability insurance is required to be maintained by all Owners and shall name the Association as an additional insured with respect to that liability insurance. The limits of liability insurance required to be maintained shall be as determined by the Board. An appropriate certificate showing the evidence of such insurance shall be furnished to the Association. Certificates evidencing the renewal of each expiring policy of insurance shall be furnished to the Association in each case at least ten (10) days prior to the expiration date of the expiring insurance policy.

PROVIDED FURTHER, the Association has an interest in ensuring that each Unit be adequately insured for the protection of all Owner's property in The Pointe, and the Association shall, therefore, have the right and authority to investigate insurance coverage for each and all Units from one insurance provider. With the approval of the Association members, the Association shall have the right to contract with such an insurance provider for a group-type plan whereby all Units would be insured under the same terms and conditions.

8.07 The Association and its officers, directors, employees, agents and representatives shall have no liability to any Owner for damage or loss of either the Residential Unit of such Owner or any personal property of said Owner. The Owner waives all his rights or subrogation against the Association and its officers, directors, employees, agents, and representatives.

8.08 Whenever the Association shall not be satisfied that any insurance required by this Article is in force, or if about to expire will not be renewed prior to expiration, the Association shall have the right (but shall not be required) to proceed to obtain such insurance or such lessor coverage as it may deem advisable, and the cost thereof shall be due from the Owner of the Residential Unit so insured to the Association forthwith upon demand.

8.09 In the event that the Association finds it possible, from time to time, to effect broader or better coverage at lesser cost, by the obtaining of a blanket policy or policies of insurance upon all the Residential Units in the Property, the Association shall have and is hereby granted power so to do at the election of its Board of Directors; and the Owner of each Residential Unit so covered shall accept and pay a proportionate share of the cost of such insurance, whether by regular assessment or otherwise, in lieu of providing and paying for the individual policies of insurance hereinabove provided for.

8.10 The Association shall not be responsible for repair, restoration or replacement of any personal property of the Residential Owner or others which, although in or about the Residential Units, shall not be attached thereto so as to form an affixed part thereof.

8.11 The Association may, but shall not be required to obtain and maintain additional insurance as its Board of Directors shall, from time to time, deem prudent with respect to damage to or destruction of the Common Areas or to or of any or all of the Residential Units, or to or of any other tangible or intangible assets owned by the Association or for which the Association may have responsibility from time to time, from any cause, and may also obtain such liability and other kinds of insurance protection against such other matters or happenings as its Board of Directors shall from time to time deem prudent.

8.12 Notwithstanding the foregoing, to the extent required by the terms of any mortgage for value of any part of the Property, the proceeds of any insurance becoming payable on account of any loss of or damage to the part of the Property so mortgaged shall be paid first to such mortgagee to the extent of its interest; provided, however, that such mortgagee shall not apply or seek to apply such proceeds to reduce such mortgage except for any excess of such proceeds over the full cost of such repair or restoration, unless it shall be determined in accordance with the provisions of the Declaration that such loss or damage is not to be repaired or restored.

#### **ARTICLE IX**

#### **PLACEMENT OF PARTY AND OTHER WALLS**

9.01 It is contemplated that each of the Residential Units shall have one or more party walls, each connecting it with one other Residential Units in the building. It is intended that each party wall shall be erected upon the lot line between the Residential Units concerned and that each non-party exterior wall of each Residential Unit shall be erected wholly within such Residential Unit so as not to encroach upon any Common Areas, but it is recognized that errors may occur in the actual placement of said walls during the course of construction. It is further contemplated that certain patios, decks, roofs, and balconies of Residential Units and that certain eaves of Residential Units and certain lighting fixtures on exterior walls as constructed shall encroach on the Common Areas. Whenever any party wall of any Residential Unit shall be found to be not precisely upon the lot line intended and whenever any wall or eave or lighting fixture of any Residential Unit shall be found to encroach (whether by intention or mistake) upon any Common Areas, valid easements for the maintenance of all such encroachments as described herein are hereby established by virtue of the provisions hereof and shall exist for the benefit of such Unit so encroaching so long as the patio, balcony, eave, wall or lighting fixture concerned shall remain standing. Further, and without limitation of the foregoing, the legal description of the Residential Units and any Common Areas concerned may be changed or amended, and the Owner of each parcel concerned shall without further consideration execute and deliver all such conveyances as may be necessary or appropriate, so as to place the lot line concerned directly underneath such party wall or entirely outside such wall in the case of encroachment of any wall upon any Common Areas, or, alternatively, each Owner concerned shall without further consideration execute and deliver all such grants of easement and other and further documents as may be necessary or appropriate in the matter:

#### **ARTICLE X**

#### **EASEMENTS**

10.01 Utility Easements. Easements for installation, maintenance, repair and removal of utilities and

drainage facilities over, under and across the Property are reserved. Full rights of ingress and egress shall be had by Declarant and any bona fide utility company at all times over the easement areas for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

10.02 Ingress, Egress and Maintenance by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon the Common Areas for the purpose of maintaining the Common Areas as set forth herein.

10.03 Police Power Easement. With respect to the Common Areas and streets, easements and rights-of-way within the Property, the County of Sheridan, and all other governmental agencies and authorities shall have full rights of ingress, egress, regress and access for personnel and emergency vehicles for maintenance, police and fire protection, drainage and other lawful police powers designed to promote the health, safety and general welfare of the residents within the Property.

## **ARTICLE XI**

### **GENERAL PROVISIONS**

11.01 Registration with the Association. In order that Declarant and the Association can properly acquaint every Lot purchaser and every Owner with these Covenants and Restrictions and the day-to-day matters within the Association's jurisdiction, no acquisition of any Lot from Declarant within the Property shall become effective until and unless:

(a) The then-existing "Closing Information Package" has been properly executed by the Association, Declarant and the Purchaser/Transferee; and

(b) All directives by the Association and Declarant have been properly and timely followed.

11.02 Power of Attorney. Each and every Owner hereby makes, constitutes and appoints Declarant as his/her true and lawful attorney-in-fact, coupled with an interest and irrevocable, for him/her and in his/her name, place and stead and for his/her use and benefit, to do the following:

(a) To exercise, do or perform any act, right, power, duty or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving this Declaration and the Property;

(b) To sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the terms within this Declaration, or any part hereof, with such clause(s), recital(s), covenant(s), agreement(s) and restriction(s) as Declarant shall deem necessary, proper and expedient under the circumstances and conditions as may be then existing; and

(c) To sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the subdivision plat(s) of the Property, or any part thereof, with any easements and rights-of-way to be therein contained as the Declarant shall deem necessary, proper and expedient under the conditions as may then be existing.

(d) The right, powers, and authority of said attorney-in-fact to exercise any and all of the rights and



powers herein granted shall commence and be in full force upon recordation of this Declaration in the Sheridan County Clerk's Office and shall remain in full force and effect thereafter until the fifteenth (15th) anniversary of the recordation of this Declaration.

11.03 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owners subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The Covenants and Restrictions shall run perpetually, subject to the rights of the Members to terminate them. Such termination will take the consent of not less than Seventy five percent (75%) of the then Owners of record, agreeing to abolish the Covenants and Restrictions in whole or in part; provided, however, that no such agreements to abolish shall be effective unless made and recorded thirty (30) days in advance of the effective date of such change; and unless written notice of the proposed agreement to abolish is sent to every Owner at least ninety (90) days in advance of any action taken.

11.04 Amendments. Except as provided in Section 11.03 of this Article XI, the Covenants and Restrictions of this Declaration may be amended and/or changed in whole or in part, only with the approval by affirmative vote of not less than seventy five percent (75%) of the votes of the Members of the Association then entitled to vote, evidenced by a document in writing bearing each of their signatures, and duly recorded in the land records of Sheridan County, Wyoming; or by a resolution passed by the majority of the Board evidencing the consent of seventy-five percent (75%) of the votes of the Members, and authorizing the President of the Association to execute such document.

11.05 Enforcement. Enforcement of these Covenants and Restrictions shall be by a proceeding initiated by any Owner, Declarant, any member of the Board, or by the County of Sheridan against any person or persons violating or attempting to violate any Covenant or Restriction contained herein, either to restrain or enjoin violation or to recover damages for the violation, or both, or to enforce any lien created by this instrument. They shall have an election and right, but not an obligation or duty, to enforce these Covenants and Restrictions by a proceeding or proceedings at law or in equity. Notwithstanding any provision to the contrary in this Declaration, Declarant or Association shall not have any duty, obligation, or responsibility to enforce any of these Covenants and Restrictions. Failure by any party to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party. Further, and with respect to any litigation brought against the Board or any of their members or representatives arising out of any action, failure to act, or performance or non-performance of duties imposed hereby, by the Board or their members or representatives, the Board and/or their members or representatives so sued shall be entitled to recover their reasonable attorneys' fees from the person or entity bringing such action against it or them, the Board or their members or representative shall specifically be adjudicated liable to such claimant.

11.06 Imposition of Violation Fines. In the event that any owner shall violate any provision of these Covenants, the Bylaws of the Association or rules and regulations adopted by the Board, or an owner fails to cure (or fails to commence and proceed with diligence to completion) the work necessary to cure any violation of the Covenants contained herein within ten (10) days after receipt of written notice from the Board designating the particular violation, the Board shall have the power and authority to impose upon that person a fine for such violation (the "Violation Fine") not to exceed five hundred dollars (\$500.00). If, after the imposition of the Violation Fine, the violation has not been cured or the person has still not commenced the work necessary to cure such violation, the Board shall have the power and authority, upon ten (10) days written notice, to impose



another Violation Fine which shall also not exceed five hundred dollars (\$500.00). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a person for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorneys' fees, shall be a continuing lien upon the Lot against which such Violation Fine is made.

11.07 Severability. If anyone of these Covenants or Restrictions is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Covenants and Restrictions shall not be affected thereby.

11.08 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

11.09 Notices to Owners. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing.

11.10 Proposals of Declarant. The proposals of Declarant, as set forth in various provisions hereinabove, to develop additional parcels of property for residential purposes and/or expand the Common Areas (not only geographically but also in terms of types of amenities available for use) and items of a related nature are mere proposals and expressions of the existing good faith intentions and plans of Declarant and shall not be deemed or construed as promises, solicitations, inducements, contractual commitments or material representations by Declarant upon which any person or entity can or should rely.

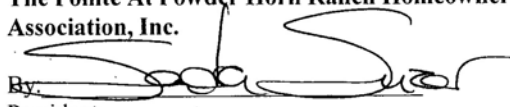
11.11 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration of the Association Bylaws shall be determined by the Board. These respective determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all owners.

IN WITNESS WHEREOF, The Point At Powder Horn Ranch Homeowners Association, Inc., has caused this instrument to be executed the day and year first above written.

**Powder Horn Ranch, L.L.C.**  
**Declarant**

By:   
Manager

**The Pointe At Powder Horn Ranch Homeowner's**  
**Association, Inc.**

By:   
President

**Bison Meadows, L.L.C.**  
**Declarant**

By:   
Manager

STATE OF WYOMING )  
 ) ss.  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 18th day of December, 2006, by Sandra Suzor, as President of the The Pointe At Powder Horn Ranch Homeowners' Association, Inc.

WITNESS my hand and official seal.



Notary Public

Commission Expires: Oct 23, 2008

STATE OF WYOMING )  
 ) ss.  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 18th day of December, 2006, by SANDRA SUZOR, as Manager/authorize Member of the Powder Horn Ranch, L.L.C, a Wyoming limited liability company.

WITNESS my hand and official seal.



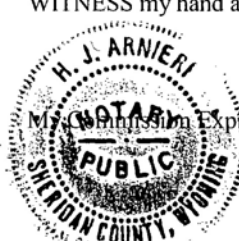
Notary Public

Commission Expires: Oct 23, 2008

STATE OF WYOMING )  
 ) ss.  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 18th day of December, 2006, by Sandra Suzor, as Manager of the Bison Meadows, L.L.C.

WITNESS my hand and official seal.



Notary Public

Commission Expires: Oct 23, 2008

590754 DECLARATION OF COVENANTS  
BOOK 490 PAGE 0459  
RECORDED 10/26/2007 AT 02:00 PM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF SHERIDAN   )

FIFTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE POWDER HORN

THIS FIFTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 11<sup>th</sup> day of October, 2007, by Powder Horn Ranch, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "Declarant"), and Powder Horn Ranch - 2, L.L.C., a Wyoming Limited Liability Company.

W I T N E S S E T H:

WHEREAS, Declarant recorded a Declaration Of Covenants, Conditions And Restrictions for the Powder Horn (the "Declaration") on September, 27, 1995 in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a First Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on February 26, 1996, in Book 378, Page 321 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Second Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 10, 1996, in Book 379, Page 135 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Third Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on June 19, 1997, in Book 386, Page 401 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fourth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on November 4, 1997, in Book 389, Page 16 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fifth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on March 3, 1998, in Book 391, Page 27 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Sixth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 22, 1998, in Book 394, Page 518 of the Records of the

Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Seventh Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 11, 2000, in Book 413, Page 667 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded an Eighth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on December 8, 2000, in Book 419, Page 516 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Ninth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 24, 2002, in Book 435, Page 681 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Tenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on August 7, 2003, in Book 445, Page 609 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded an Eleventh Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 19, 2004, in Book 452, Page 411 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Twelfth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 26, 2005, in Book 455, Page 162 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Thirteenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on September 30, 2005, in Book 467 Page 582 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fourteenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on December 12, 2005, in Book 469 Page 0602 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS, Declarant, pursuant to Article II thereof, retained the right to add additional property to the scheme of said Declaration by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C. desire to add to the scheme of these covenants the property described on Exhibit A to this Fifteenth Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn ("the Additional Property"), which property represents St. Andrews Row at Powder Horn Ranch and East Falls at Powder Horn Ranch; and

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C., desire to submit the Additional Property

described on Exhibit A, together with all buildings, improvements, and other permanent fixtures of whatever kind, now or hereafter, and all easements, rights, appurtenants, of which are belonging to, or in any way pertaining thereto, to the covenants, conditions, restrictions, easements, charges, liens, assessments, privileges, and rights contained in the said Declaration, and to annex the Additional Property into the Property and the scheme of the Declaration in accordance with Section 2.02(a) of the Declaration.

NOW, THEREFORE, the Declarant and Powder Horn Ranch - 2, L.L.C., declare the Additional Property (St. Andrews Row at Powder Horn Ranch and East Falls at Powder Horn Ranch, described on Exhibit A) is hereby annexed into the Powder Horn pursuant to Section 2.02(a), and shall hereafter be a part of the Property, and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions and restrictions, easements, charges, liens, assessments, privileges, and rights set forth in the Declaration, all of which shall run with the land and be binding upon the Additional Property, and all parties having acquired any right, title, or interest in and to the Additional Property, or any part thereof, and shall inure to the benefit of each person having at any time an interest or estate in the Property, or any part thereof, and the Powder Horn Homeowner's Association, Inc., (the "Association").

IN WITNESS WHEREOF the Declarant and Powder Horn Ranch - 2, L.L.C. have caused this Fifteenth Supplementary Declaration Of Covenants, Conditions and Restrictions For The Powder Horn to be executed.

POWDER HORN RANCH, LLC

By: Homer Scott, Jr.  
Manager

POWDER HORN RANCH - 2, L.L.C.

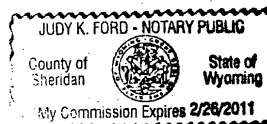
By: Homer Scott, Jr.  
Manager

STATE OF WYOMING     )  
  ) ss.  
County of Sheridan     )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of October, 2007, by Homer Scott, Jr., Manager of Powder Horn Ranch, LLC, and Manager of Powder Horn Ranch - 2, L.L.C.

WITNESS my hand and official seal.

My commission expires: 2/26/2011  
Judy K. Ford  
Notary Public



**LEGAL DESCRIPTION**

**Lots 1, 2, 3, 4, 5, 6, 7 and 8, East Falls at Powder Horn Ranch.**

**A subdivision in Sheridan County, Wyoming, as filed as Plat E-18, in the Office of the Sheridan County Clerk.**

STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF SHERIDAN   )

SIXTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE POWDER HORN

THIS SIXTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 30<sup>th</sup> day of October, 2007, by Powder Horn Ranch, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "Declarant"), and Powder Horn Ranch - 2, L.L.C., a Wyoming Limited Liability Company.

WITNESSETH:

WHEREAS, Declarant recorded a Declaration Of Covenants, Conditions And Restrictions for the Powder Horn (the "Declaration") on September, 27, 1995 in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

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WHEREAS Declarant recorded an Eleventh Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 19, 2004, in Book 452, Page 411 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Twelfth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 26, 2005, in Book 455, Page 162 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Thirteenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on September 30, 2005, in Book 467 Page 582 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fourteenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on December 12, 2005, in Book 469 Page 0602 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fifteenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on October 26, 2007, in Book 490 Page 459 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS, Declarant, pursuant to Article II thereof, retained the right to add additional property to the scheme of said Declaration by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C. desire to add to the scheme of these covenants the property described on Exhibit A to this Sixteenth Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn ("the Additional Property"), which



property represents St. Andrews Row at Powder Horn Ranch; and

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C., desire to submit the Additional Property described on Exhibit A, together with all buildings, improvements, and other permanent fixtures of whatever kind, now or hereafter, and all easements, rights, appurtenants, of which are belonging to, or in any way pertaining thereto, to the covenants, conditions, restrictions, easements, charges, liens, assessments, privileges, and rights contained in the said Declaration, and to annex the Additional Property into the Property and the scheme of the Declaration in accordance with Section 2.02(a) of the Declaration.

NOW, THEREFORE, the Declarant and Powder Horn Ranch - 2, L.L.C., declare the Additional Property (St. Andrews Row at Powder Horn Ranch, described on Exhibit A) is hereby annexed into the Powder Horn pursuant to Section 2.02(a), and shall hereafter be a part of the Property, and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions and restrictions, easements, charges, liens, assessments, privileges, and rights set forth in the Declaration, all of which shall run with the land and be binding upon the Additional Property, and all parties having acquired any right, title, or interest in and to the Additional Property, or any part thereof, and shall inure to the benefit of each person having at any time an interest or estate in the Property, or any part thereof, and the Powder Horn Homeowner's Association, Inc., (the "Association").

IN WITNESS WHEREOF the Declarant and Powder Horn Ranch - 2, L.L.C. have caused this Sixteenth Supplementary Declaration Of Covenants, Conditions and Restrictions For The Powder Horn to be executed.

POWDER HORN RANCH, LLC  
By: Homer Scott, Jr.  
Manager

POWDER HORN RANCH - 2, L.L.C.  
By: Homer Scott, Jr.  
Manager

STATE OF WYOMING     )  
                                      ) ss.  
County of Sheridan     )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of October, 2007, by Homer Scott, Jr., Manager of Powder Horn Ranch, LLC, and Manager of Powder Horn Ranch - 2, L.L.C.

WITNESS my hand and official seal.

My commission expires: 5-17-2011 Ami Rene Puri  
Notary Public



524

**EXHIBIT "A"**

Lots 1, 2, 3, 4, 5 and 6, St. Andrews Row at Powder Horn Ranch. A subdivision in Sheridan County, Wyoming filed as Plat S-122 in the Office of the Sheridan County Clerk.

605613 DECLARATION OF COVENANTS  
BOOK 494 PAGE 0777  
RECORDED 04/14/2008 AT 12:20 PM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF SHERIDAN   )

SEVENTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE POWDER HORN

THIS SEVENTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 14 day of April, 2008, by Powder Horn Ranch, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "Declarant"), and Powder Horn Ranch - 2, L.L.C., a Wyoming Limited Liability Company.

WITNESSETH:

WHEREAS, Declarant recorded a Declaration Of Covenants, Conditions And Restrictions for the Powder Horn (the "Declaration") on September, 27, 1995 in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a First Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on February 26, 1996, in Book 378, Page 321 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Second Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 10, 1996, in Book 379, Page 135 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Third Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on June 19, 1997, in Book 386, Page 401 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fourth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on November 4, 1997, in Book 389, Page 16 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fifth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on March 3, 1998, in Book 391, Page 27 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Sixth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 22, 1998, in Book 394, Page 518 of the Records of the

Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Seventh Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 11, 2000, in Book 413, Page 667 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded an Eighth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on December 8, 2000, in Book 419, Page 516 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Ninth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 24, 2002, in Book 435, Page 681 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Tenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on August 7, 2003, in Book 445, Page 609 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded an Eleventh Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 19, 2004, in Book 452, Page 411 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Twelfth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 26, 2005, in Book 455, Page 162 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Thirteenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on September 30, 2005, in Book 467 Page 582 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fourteenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on December 12, 2005, in Book 469 Page 0602 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fifteenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on October 26, 2007, in Book 490 Page 459 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Sixteenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on November 29, 2007, in Book 491 Page 522 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS, Declarant, pursuant to Article II thereof, retained the right to add additional property to the scheme of said Declaration by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C. desire to add to the scheme of these covenants the property described on Exhibit A to this Seventeenth Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn ("the Additional Property"), which property represents Powder Horn Ranch Minor No. 22 Sudivision; and

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C., desire to submit the Additional Property described on Exhibit A, together with all buildings, improvements, and other permanent fixtures of whatever kind, now or hereafter, and all easements, rights, appurtenants, of which are belonging to, or in any way pertaining thereto, to the covenants, conditions, restrictions, easements, charges, liens, assessments, privileges, and rights contained in the said Declaration, and to annex the Additional Property into the Property and the scheme of the Declaration in accordance with Section 2.02(a) of the Declaration.

NOW, THEREFORE, the Declarant and Powder Horn Ranch - 2, L.L.C., declare the Additional Property (Powder Horn Ranch Minor No. 22 Subdivision, Lots 1, 2, 3, 4, and 5, described on Exhibit A) is hereby annexed into the Powder Horn pursuant to Section 2.02(a), and shall hereafter be a part of the Property, and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions and restrictions, easements, charges, liens, assessments, privileges, and rights set forth in the Declaration, all of which shall run with the land and be binding upon the Additional Property, and all parties having acquired any right, title, or interest in and to the Additional Property, or any part thereof, and shall inure to the benefit of each person having at any time an interest or estate in the Property, or any part thereof, and the Powder Horn Homeowner's Association, Inc., (the "Association").

IN WITNESS WHEREOF the Declarant and Powder Horn Ranch - 2, L.L.C. have caused this Seventeenth Supplementary Declaration Of Covenants, Conditions and Restrictions For The Powder Horn to be executed.

POWDER HORN RANCH, LLC

By: \_\_\_\_\_

Manager

POWDER HORN RANCH - 2, L.L.C.

By: \_\_\_\_\_

Manager

STATE OF WYOMING     )  
                                      ) ss.  
County of Sheridan     )

The foregoing instrument was acknowledged before me this 14 day of April, 2008, by Homer R. Scott, Manager of Powder Horn Ranch, LLC, and Manager of Powder Horn Ranch - 2,

780

L.L.C.

WITNESS my hand and official seal.



Carolyn A. Byrd  
Notary Public

My commission expires: 7-25-2011

**LEGAL DESCRIPTION  
POWDER HORN RANCH  
MINOR No. 22 SUBDIVISION  
6.77 ACRES**

Lots 1, 2, 3, 4, and 5 of Powder Horn Ranch Minor No. 22 Subdivision.

Formerly described as: A tract of land located in the Northeast Quarter (NE¼) of Section 4, Township 54 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, being more particularly described as follows:

Beginning at a point on the westerly Right-of-Way of Canyon View Drive, said point located S04°46'55"E, 1171.97 feet from the East Sixteenth (E1/16) corner between said Section 4 and Section 33, Township 55 North, Range 84 West; thence along said westerly Right-of-Way S17°28'20"W, 125.71 feet; thence continuing along said westerly Right-of-Way along a curve to the left with a radius of 285.00 feet, a central angle of 44°47'04", an arc length of 222.77 feet, and a chord bearing and distance of S04°55'12"E, 217.14 feet to the northernmost corner of Block AA, Powder Horn Ranch-2, Planned Unit Development, Phase One; thence along the northwesterly line of said Block AA S51°56'55"W, 693.30 feet; thence leaving the northwesterly line of said Block AA N39°14'09"W, 238.32 feet; thence N89°38'39"W, 128.00 feet to a point on the easterly Right-of-Way of Clubhouse Drive; thence along said easterly Right-of-Way along a non-tangent curve to the right with a radius of 1525.00 feet, a central angle of 01°52'54", an arc length of 50.08 feet, and a chord bearing and distance of N02°52'57"W, 50.08 feet; thence leaving said easterly Right-of-Way S89°38'39"E, 219.70 feet; thence N33°55'54"E, 169.82 feet; thence N02°12'32"E, 61.79 feet; thence N15°25'04"W, 72.34 feet; thence N11°09'36"E, 180.05 feet; thence N56°24'47"E, 77.49 feet; thence S79°49'03"E, 135.54 feet; thence N72°07'41"E, 212.58 feet; thence S88°10'02"E, 113.61 feet to the point of beginning, said tract containing 6.77 acres, more or less.



STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF SHERIDAN   )

EIGHTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE POWDER HORN

THIS EIGHTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 23<sup>rd</sup> day of April, 2009, by Powder Horn Ranch, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "Declarant"), and Powder Horn Ranch - 2, L.L.C., a Wyoming Limited Liability Company.

W I T N E S S E T H:

WHEREAS, Declarant recorded a Declaration Of Covenants, Conditions And Restrictions for the Powder Horn (the "Declaration") on September, 27, 1995 in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a First Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on February 26, 1996, in Book 378, Page 321 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Second Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 10, 1996, in Book 379, Page 135 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Third Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on June 19, 1997, in Book 386, Page 401 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fourth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on November 4, 1997, in Book 389, Page 16 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fifth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on March 3, 1998, in Book 391, Page 27 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Sixth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 22, 1998, in Book 394, Page 518 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Seventh Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 11, 2000, in Book 413, Page 667 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded an Eighth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on December 8, 2000, in Book 419, Page 516 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Ninth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 24, 2002, in Book 435, Page 681 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Tenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on August 7, 2003, in Book 445, Page 609 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded an Eleventh Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 19, 2004, in Book 452, Page 411 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Twelfth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on July 26, 2005, in Book 455, Page 162 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Thirteenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on September 30, 2005, in Book 467 Page 582 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fourteenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on December 12, 2005, in Book 469 Page 0602 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Fifteenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on October 26, 2007, in Book 490 Page 459 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Sixteenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on November 29, 2007, in Book 491 Page 522 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Seventeenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 14, 2008, in Book 494 Page 777 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS, Declarant, pursuant to Article II thereof, retained the right to add additional property to the scheme of said Declaration by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C. desire to add to the scheme of these covenants the property described on Exhibit A to this Eighteenth Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn ("the Additional Property"), which property represents West Falls at the Powder Horn and The Grove at the Powder Horn; and

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C., desire to submit the Additional Property described on Exhibit A, together with all buildings, improvements, and other permanent fixtures of whatever kind, now or hereafter, and all easements, rights, appurtenants, of which are belonging to, or in any way pertaining thereto, to the covenants, conditions, restrictions, easements, charges, liens, assessments, privileges, and rights contained in the said Declaration, and to annex the Additional Property into the Property and the scheme of the Declaration in accordance with Section 2.02(a) of the Declaration.

NOW, THEREFORE, the Declarant and Powder Horn Ranch - 2, L.L.C., declare the Additional Property (West Falls at the Powder Horn and The Grove at the Powder Horn, described on Exhibit A) is hereby annexed into the Powder Horn pursuant to Section 2.02(a), and shall hereafter be a part of the Property, and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions and restrictions, easements, charges, liens, assessments, privileges, and rights set forth in the Declaration, all of which shall run with the land and be binding upon the Additional Property, and all parties having acquired any right, title, or interest in and to the Additional Property, or any part thereof, and shall inure to the benefit of each person having at any time an interest or estate in the Property, or any part thereof, and the Powder Horn Homeowner's Association, Inc., (the "Association").

IN WITNESS WHEREOF the Declarant and Powder Horn Ranch - 2, L.L.C. have caused this Eighteenth Supplementary Declaration of Covenants, Conditions and Restrictions For The Powder Horn to be executed.

POWDER HORN RANCH, LLC

By:

Homer R. Scott  
Homer R. Scott, Manager

POWDER HORN RANCH - 2, L.L.C.

By:

Homer R. Scott  
Homer R. Scott, Manager

STATE OF WYOMING )

) ss.

County of Sheridan )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April, 2009, by Homer R. Scott, as Manager for Powder Horn Ranch, LLC, and as Manager for Powder Horn Ranch - 2, L.L.C.

WITNESS my hand and official seal.

Randii Heidi Clabaugh  
Signature of Notarial Officer  
Rank and Title: Notary Public

My commission expires: August 25, 2012



EXHIBIT "A"WEST FALLS AT THE POWDER HORN

The above or foregoing subdivision located in SE1/4NW1/4 & SW1/4NE1/4 of Section 4, Township 54 North, Range 84 West, 6th Principal Meridian, Sheridan County, Wyoming, said tract being more particularly described as follows, to-wit:

Beginning at a point which is located S64°17'00"E a distance of 3,033.88 feet from the Northwest corner of said Section 4; thence S73°25'38"E a distance of 130.30 feet; thence S23°34'35"W a distance of 231.73 feet; thence S14°28'07"W a distance of 110.07 feet; thence S10°54'58"W a distance of 110.54 feet; thence S05°11'51"W a distance of 312.95 feet; thence N80°13'40"W a distance of 195.94 feet; thence N16°34'22"E a distance of 708.31 feet; thence along a tangent curve to the right with a central angle of 24°56'36" a radius of 170.00 feet a length of 74.01 feet (chord bearing N29°02'40"E, chord length 73.43 feet) to the point of beginning. Said tract contains 2.518 acres, more or less.

A subdivision in Sheridan County, Wyoming filed as Book W, Page 62 in the Office of the Sheridan County Clerk.

AND

THE GROVE AT THE POWDER HORN

The above or foregoing subdivision located in lot 2, lot 3, SE1/4NW1/4 & SW1/4NE1/4 of section 4, Township 54 North, Range 84 West, 6th Principal Meridian, Sheridan County, Wyoming, said tract being more particularly described as follows, to-wit:

Beginning at a point located S71°21'42"E, 3135.69 feet from the Northwest corner of said Section 4, thence S02°24'24"E, 163.11 feet; thence along a non-tangent curve to the right with a radius of 530.00 feet, a central angle of 04°56'56", an arc length of 45.78 feet, and a chord bearing and distance of S89°55'56"E, 45.76 feet; thence S87°27'28"E, 157.04 feet to a point on the Westerly Right-of-Way of Club House Drive; thence along said Right-of-Way S02°32'32"W, 60.00 feet; thence leaving said Right-of-Way N87°27'28"W, 157.04 feet; thence along a curve to the left with a radius of 470.00 feet, a central angle of 30°17'23", an arc length of 248.47 feet, and a chord bearing and distance of S77°23'51"W, 245.58 feet; thence along a curve to the left with a radius of 170.00 feet, a central angle of 45°40'47", an arc length of 135.53 feet, and a chord bearing and distance of S39°24'45"W, 131.97 feet; thence S16°34'22"W, 708.31 feet, thence along a curve to the right with a radius of 1030.00 feet, a central angle of 04°38'21", an arc length of 83.40 feet, and a chord bearing and distance of S18°53'32"W, 83.38 feet; thence N68°47'17"W, 60.00 feet; thence N67°37'01"W, 99.88 feet; thence N13°47'47"W, 53.90 feet; thence N48°03'57"W, 67.82 feet; thence S82°25'17"W, 46.32 feet; thence S37°19'37"W, 73.08 feet; thence N77°53'51"W, 98.65 feet; thence N21°57'49"E, 71.85 feet; thence N57°22'40"E, 114.47 feet; thence N42°35'35"E, 101.34 feet; thence N19°47'13"E, 120.62 feet; thence N16°48'37"E, 118.91 feet; thence N14°04'08"E, 147.45 feet; thence N34°43'15"E, 401.37 feet; thence N52°31'00"E, 149.08 feet; thence N79°51'29"E, 128.32 feet; thence N87°17'24"E, 124.80 feet to the point of beginning, said tract containing 8.15 acres, more or less.

A subdivision in Sheridan County, Wyoming filed as Book G, Page 21 in the Office of the Sheridan County Clerk.

STATE OF WYOMING     )  
                                   ) ss.  
 COUNTY OF SHERIDAN    )

EIGHTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS  
 FOR THE POWDER HORN

THIS EIGHTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 23<sup>rd</sup> day of April, 2009, by Powder Horn Ranch, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "Declarant"), and Powder Horn Ranch - 2, L.L.C., a Wyoming Limited Liability Company.

WITNESSETH:

WHEREAS, Declarant recorded a Declaration Of Covenants, Conditions And Restrictions for the Powder Horn (the "Declaration") on September, 27, 1995 in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a First Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on February 26, 1996, in Book 378, Page 321 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Second Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 10, 1996, in Book 379, Page 135 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

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WHEREAS Declarant recorded a Fifteenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on October 26, 2007, in Book 490 Page 459 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Sixteenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on November 29, 2007, in Book 491 Page 522 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS Declarant recorded a Seventeenth Supplementary Declaration Of Covenants, Conditions And Restrictions for The Powder Horn on April 14, 2008, in Book 494 Page 777 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and

WHEREAS, Declarant, pursuant to Article II thereof, retained the right to add additional property to the scheme of said Declaration by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C. desire to add to the scheme of these covenants the property described on Exhibit A to this Eighteenth Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn ("the Additional Property"), which property represents West Falls at the Powder Horn and The Grove at the Powder Horn; and

WHEREAS, Declarant and Powder Horn Ranch - 2, L.L.C., desire to submit the Additional Property described on Exhibit A, together with all buildings, improvements, and other permanent fixtures of whatever kind, now or hereafter, and all easements, rights, appurtenants, of which are belonging to, or in any way pertaining thereto, to the covenants, conditions, restrictions, easements, charges, liens, assessments, privileges, and rights contained in the said Declaration, and to annex the Additional Property into the Property and the scheme of the Declaration in accordance with Section 2.02(a) of the Declaration.

NOW, THEREFORE, the Declarant and Powder Horn Ranch - 2, L.L.C., declare the Additional Property (West Falls at the Powder Horn and The Grove at the Powder Horn, described on Exhibit A) is hereby annexed into the Powder Horn pursuant to Section 2.02(a), and shall hereafter be a part of the Property, and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions and restrictions, easements, charges, liens, assessments, privileges, and rights set forth in the Declaration, all of which shall run with the land and be binding upon the Additional Property, and all parties having acquired any right, title, or interest in and to the Additional Property, or any part thereof, and shall inure to the benefit of each person having at any time an interest or estate in the Property, or any part thereof, and the Powder Horn Homeowner's Association, Inc., (the "Association").

IN WITNESS WHEREOF the Declarant and Powder Horn Ranch - 2, L.L.C. have caused this Eighteenth Supplementary Declaration of Covenants, Conditions and Restrictions For The Powder Horn to be executed.

POWDER HORN RANCH, LLC

By: Homer R. Scott

Homer R. Scott, Manager

POWDER HORN RANCH - 2, L.L.C.

By: Homer R. Scott

Homer R. Scott, Manager

STATE OF WYOMING )

) ss.

County of Sheridan )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April, 2009, by Homer R. Scott, as Manager for Powder Horn Ranch, LLC, and as Manager for Powder Horn Ranch - 2, L.L.C.

WITNESS my hand and official seal.

Randi Heidi Clabaugh  
Signature of Notarial Officer  
Rank and Title: Notary Public

My commission expires: August 25, 2012



**EXHIBIT "A"**

030722

**Parcel One**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of The Grove at the Powder Horn.

A subdivision in Sheridan County, Wyoming filed in Drawer G, Number 21 in the Office of the Sheridan County Clerk.

**Parcel Two**

Lots 1, 2, 3, 4, 5, 6 and 7 of West Falls at the Powder Horn.

A subdivision in Sheridan County, Wyoming filed in Drawer W, Number 62 in the Office of the Sheridan County Clerk.



679634 DECLARATION OF COVENANTS  
BOOK 518 PAGE 0716  
RECORDED 09/21/2010 AT 04:30 PM  
EDA S. THOMPSON, SHERIDAN COUNTY CLERK

**NINETEENTH SUPPLEMENTARY DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR THE POWDER HORN**

**THIS NINETEENTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE POWDER HORN** instrument is made and signed below this 21<sup>st</sup> day of September, 2010, by **POWDER HORN RANCH, LLC**, a Wyoming Limited Liability Company, (hereinafter referred to as "Declarant"), and by **POWDER HORN RANCH - 2, LLC**, A Wyoming Limited Liability Company, with the express intention that the **effective date** of this instrument as to **Powder Horn Ranch Planned Unit Development Phase Five** is declared to be retroactive to **the date upon which the Plat thereof was recorded**, to wit, the **7<sup>th</sup> day of January 2000**; and, with the express intention that the **effective date** of this instrument as to **Powder Horn Ranch Planned Unit Development Phase Five-A** is declared to be retroactive to **the date upon which the plat thereof was recorded**, to wit, the **28<sup>th</sup> day of July, 2006**.

**Affected Lands:** Declarant makes and intends this instrument to apply to all of the lands which are described in the **recorded** documents which Declarant identifies herein below, incorporating the legal description of such lands from each such previously **recorded** document in this instrument by this express reference; **and**, also makes and intends this instrument to apply to the lands that are described in the **EXHIBIT A** which the Declarant appends to this instrument and also hereby expressly incorporates herein by this express reference.

**WHEREAS** Declarant recorded a Declaration Of Covenants, Conditions And Restrictions For The Powder Horn (the "Declaration") on September 27, 1995, in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and,

**WHEREAS** Declarant recorded a First Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on February 26, 1996, in Book 378, Page 321 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and,

**WHEREAS** Declarant recorded a Second Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on April 10, 1996, in Book 379, Page 135 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and,

**WHEREAS** Declarant recorded on April 18, 1996, in Book 379, Page 227 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds that certain Affidavit Of Scope Of Covenants, which was made, sworn-to, and subscribed on April 18, 1996; and,

**WHEREAS** Declarant recorded on November 12, 1996, in Book 383, Page 71 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; that certain Supplementary Declaration Of Covenants, Conditions And Restrictions For The Meadows as signed and acknowledged on November 5, 1996; and, thereafter further recorded on March 6, 2002, in Book 432, Page 75 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds that certain further Supplementary Declaration Of Covenants, Conditions And Restrictions For The Meadows as signed and acknowledged on February 28, 2002; and, thereafter further assented to the recording on November 19, 2003, in Book 448, Page 539 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds that certain further Restated Covenants, Conditions And Restrictions For The Meadows as signed and acknowledged by the President of the Powder Horn Meadows Homeowners Association, Inc., on November 8, 2003; and,

**WHEREAS** Declarant recorded a Third Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on June 19, 1997, in Book 386, Page 401 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and,

**WHEREAS** Declarant recorded a Fourth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on November 4, 1997, in Book 389, Page 16 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and,

**WHEREAS** Declarant recorded a Fifth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on March 3, 1998, in Book 391, Page 27 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and,

**WHEREAS** Declarant recorded a Sixth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on July 22, 1998, in Book 394, Page 518 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and,

**WHEREAS** Declarant recorded a Seventh Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on April 11, 2000, in Book 413, Page 667 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and,

**WHEREAS** Declarant recorded an Eighth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on December 8, 2000, in Book 419, Page 516 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and,

**WHEREAS** Declarant recorded a Ninth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on July 24, 2002, in Book 435, Page 681 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and,

**WHEREAS** Declarant recorded a Tenth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on August 7, 2003, in Book 445, Page 609 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and,

**WHEREAS** Declarant recorded an Eleventh Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on April 19, 2004, in Book 452, Page 411 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and,

**WHEREAS** Declarant recorded a Twelfth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on July 26, 2004, in Book 455, Page 162 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and,

**WHEREAS** Declarant recorded a Thirteenth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on September 30, 2005, in Book 467, Page 582 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and,

**WHEREAS** Declarant recorded a Fourteenth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on December 2, 2005, in Book 469, Page 602 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and, thereafter also recorded that certain Corrective Affidavit Regarding Description As To Extension Of The Powder Horn Residential Development Standards And Fourteenth Supplementary Declaration Of Covenants, Conditions, And Restrictions For The Powder Horn on April 25, 2006, in Book 473, Page 594 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and,

**WHEREAS** Declarant, in conjunction with Bison Meadows, LLC, a Wyoming Limited Liability Company, and with the consent of the Pointe At Powder Horn Ranch Homeowners' Association, Inc., recorded that certain Declaration Of Covenants, Conditions And Restrictions For The Pointe At The Powder Horn Ranch on December 19, 2006, in Book 480, Page 255 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and,

**WHEREAS** Declarant recorded a Fifteenth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on October 26, 2007, in Book 490, Page 459 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and,

**WHEREAS** Declarant recorded a Sixteenth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on November 29, 2007, in Book 491, Page 522 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and,

**WHEREAS** Declarant recorded a Seventeenth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on April 14, 2008, in Book 494, Page 777 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and,

**WHEREAS** Declarant recorded an Eighteenth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on May 4, 2009, in Book 505, Page 340 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and,

**WHEREAS** Declarant, pursuant to Article II, Section 2.02(a), of the Declaration, retains the right to add additional property to the scheme of said Declaration by the filing of record of Supplementary Declarations Of Covenants, Conditions And Restrictions; and,

**WHEREAS** Declarant and Powder Horn Ranch – 2, LLC, now intend to add to the scheme of covenants, conditions and restrictions stated in the Declaration, as amended, or as hereafter amended, the property that they describe in the **EXHIBIT A** which they append of this Nineteenth Supplementary Declaration Of Covenants, Conditions, And Restrictions For The Powder Horn, and the legal description of which they incorporate herein by this express reference (referred to in places as “the Additional Property”), which Additional Property constitutes **Powder Horn Ranch Planned Unit Development Phase Five** and **Powder Horn Ranch Planned Unit Development Phase Five-A**; and,

**WHEREAS** Declarant and Powder Horn Ranch – 2, LLC, now intend to submit the Additional Property described in the said appended **EXHIBIT A**, together with all buildings, improvements, and other permanent fixtures of whatever kind, now or hereafter, and all easements, rights, appurtenances, of which or belonging to, or in any way pertaining thereto, to the covenants, conditions, restrictions, easements, charges, liens, assessments, privileges, and rights contained in the said Declaration, as amended, and as hereafter amended, and to annex the Additional Property into the Property and the scheme of the Declaration in accord with Section 2.02(a) of the Declaration; and,

**WHEREAS** Declarant and Powder Horn Ranch – 2, LLC, now intend to and by these presents do modify, amend, change, and enlarge the terms within the Declaration as herein below stated;

**NOW THEREFORE** pursuant to the enabling authority of Section 12.02(a) and Section 12.02(b) of the Declaration, and touching and concerning the lands which constitute the Existing Property and all of the Property and additional lands included in the Property to which the Declaration pertains and applies, as heretofore and as hereafter amended, and including but without thereby intending or implying any limitation all of the lands described in the **EXHIBIT A** which the Declarant appends to this instrument, and all of the lands that are described in the several instruments which herein above are identified by document name, date, and Book and Page of recordation, and from which the legal

descriptions of lands therein stated or thereto appended are determined, hereby are incorporated herein by this express reference, and running perpetually with all of the said affected lands, portions of which Declarant owns, Declarant deems it necessary, proper, and expedient under the circumstances and conditions which exist at this time to act herein and hereunder as the attorney-in-fact coupled with an interest that the Owners irrevocably constitute and appoint in the Declaration; and, hereby to exercise the Power of Attorney that the Owners therein irrevocably do grant to Declarant to modify, amend, change, and enlarge the terms within the Declaration as herein below stated.

[1] The Declarant and Powder Horn Ranch – 2, LLC, declare the Additional Property, that is, **Powder Horn Ranch Planned Unit Development Phase Five** and **Powder Horn Ranch Planned Unit Development Phase Five-A**, and expressly intending these declarations to be effective retroactively to the respective dates and times of the recording of the respective Plats that define and describe the lands that constitute the two tracts that constitute the Additional Property, hereby are annexed into the Powder Horn pursuant to Section 2.02(a), and shall from the aforesaid and retroactive effective dates and thereafter be a part of the Property, and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions and restrictions, easements, charges, liens, assessments, privileges, and rights stated in the Declaration, as amended, and as hereafter amended, all of which touch and concern the land, and all of which run with and perpetually shall run with the land and be binding upon the Additional Property, and all parties having acquired any right, title, or interest in and to the Additional Property, or any part thereof, and shall inure to the benefit of each person having at any time an interest of estate in the Property, or any part thereof, and the Powder Horn Homeowners Association, Inc. (referred to herein in places as the “Association”).

[2] All capitalized terms used in this Nineteenth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn, except as otherwise defined in this instrument, shall have the same meaning as stated originally in the Declaration.

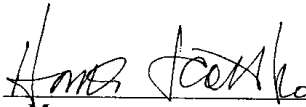
[3] Upon recording of this Nineteenth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn, all of the lands which constitute the Existing Property and all of the Property and the Additional Lands included in the Property to which the Declaration pertains and applies, as heretofore and as hereafter amended, and including but without thereby intending or implying limitation all of the lands that are described in the several instruments which herein above are identified by document name, date, and Book and Page of recordation and which are incorporated herein by this express reference and the lands described in the appended **EXHIBIT A** which are incorporated herein by this express reference, are and shall be subject to the modification, amendment, change, and enlargement which Declarant states in this instrument.

[4] Declarant declares that this Nineteenth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn touches and concerns the lands which

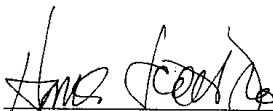
constitute the Existing Property and all of the Property and Additional Property included in the Property to which the Declaration pertains and applies, as heretofore and as hereafter amended, and including but without thereby intending or implying limitation all of the lands that are described in the several instruments which herein above are identified by document name, date, and Book and Page of recordation and from which the legal descriptions therein stated or thereto appended are incorporated herein by this express reference, and the Additional Property described in the **EXHIBIT A** which hereto is appended and is incorporated herein by this reference, portions of which Declarant owns; and, that this Nineteenth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn runs and perpetually shall run with all of the said affected lands.

**IN WITNESS WHEREOF** Declarant has caused this Nineteenth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn to be made and signed below this 21<sup>st</sup> day of September, 2010, by the duly authorized Manager of the Declarant, the **POWDER HORN RANCH, LLC**, a Wyoming Limited Liability Company; and, by the duly authorized Manager of the **POWDER HORN RANCH – 2, LLC**, A Wyoming Limited Liability Company, with the express intention hereby declared that the **effective date** of this instrument as to **Powder Horn Ranch Planned Unit Development Phase Five** is declared to be retroactive **the date upon which the Plat thereof was recorded**, to wit, the **7<sup>th</sup> day of January 2000**; and, with the express intention that the **effective date** of this instrument as to **Powder Horn Ranch Planned Unit Development Phase Five-A** is declared to be retroactive to **the date upon which the plat thereof was recorded**, to wit, the **28<sup>th</sup> day of July, 2006**.

**POWDER HORN RANCH, LLC**

By:   
Manager

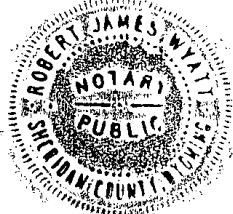
**POWDER HORN RANCH – 2, LLC**

By:   
Manager

ACKNOWLEDGMENTS

STATE OF WYOMING     )  
                                       )  
 County Of Sheridan    )     ss.

The foregoing instrument, titled as the Nineteenth Supplementary Declaration Of Covenants, Conditions, And Restrictions For The Powder Horn was **signed and acknowledged** before me this 21<sup>ST</sup> day of September, 2010, by **Homer Scott, Jr.**, who personally is known to me, acting in his capacity as **Manager of Powder Horn Ranch, LLC**; as witnesseth my hand and official seal.

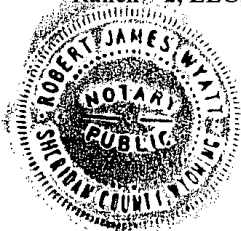


Robert James Wyatt  
 Notary Public

My commission expires: March 19, 2011

STATE OF WYOMING     )  
                                       )  
 County Of Sheridan    )     ss.

The foregoing instrument, titled as the Nineteenth Supplementary Declaration Of Covenants, Conditions, And Restrictions For The Powder Horn was **signed and acknowledged** before me this 21<sup>ST</sup> day of September, 2010, by **Homer Scott, Jr.**, who personally is known to me, acting in his capacity as **Manager of Powder Horn Ranch - 2, LLC**; as witnesseth my hand and official seal.



Robert James Wyatt  
 Notary Public

My commission expires: March 19, 2011

**EXHIBIT A**  
**TO THE**  
**NINETEENTH SUPPLEMENTARY DECLARATION OF COVENANTS**  
**CONDITIONS AND RESTRICTIONS**  
**FOR THE POWDER HORN**

**Tract No. 1:**

Powder Horn Ranch Planned Unit Development Phase Five, Block A, All Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61; and, streets, roadways, and easements for installation and maintenance of streets, roadways, utilities, irrigation and drainage facilities, and other common areas; as appears in the Plat thereof filed of record on January 7, 2000, as Plat No. P-50, in the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds

**Tract No. 2:**

Powder Horn Ranch Planned Unit Development Phase Five-A; being a replat of Lots 12 through 21, Block A, of Powder Horn Ranch Planned Unit Development Phase Five, into re-platted Lots 12 through 17; and, streets, roadways, and easements for installation and maintenance of streets, roadways, utilities, irrigation and drainage facilities, and other common areas; as appears in the Plat thereof filed of record on July 28, 2006, in Drawer P, as Plat No. 78, in the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds



679763 DECLARATION OF COVENANTS  
BOOK 518 PAGE 0734  
RECORDED 09/22/2010 AT 04:50 PM  
EDA S. THOMPSON, SHERIDAN COUNTY CLERK

## TWENTIETH SUPPLEMENTARY DECLARATION OF COVENANTS

### CONDITIONS AND RESTRICTIONS

#### FOR THE POWDER HORN

**THIS TWENTIETH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE POWDER HORN** instrument is made and signed below this 21<sup>st</sup> day of September, 2010, by **POWDER HORN RANCH, LLC**, a Wyoming Limited Liability Company, (hereinafter referred to as "Declarant"), and by **POWDER HORN RANCH - 2, LLC**, a Wyoming Limited Liability Company.

**Affected Lands:** Declarant makes and intends this instrument to apply to and bind all of the lands which are described in the recorded documents which Declarant identifies herein below, incorporating the legal description of such lands from each such previously recorded document in this instrument by this express reference; as further shown in certain instances by the **EXHIBITS A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, and A-21**, which Declarant appends to this Twentieth Supplementary Declaration Of Covenants, Conditions, And Restrictions For The Powder Horn, marks as herein annotated, and incorporates herein by this express reference; and, intends this instrument to apply to and bind all of the Property which is defined and described in the **Paragraph denoted as "(h)" in ARTICLE I DEFINITIONS of the Declaration Of Covenants, Conditions And Restrictions For The Powder Horn**, as originally filed of record on September 27, 1995, in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Register of Deeds, and as thereafter amended, and as hereafter amended, and to all additions to, re-plats of, further or minor subdivisions of, and other modifications in legal description of the said Property.

**WHEREAS** Declarant recorded a Declaration Of Covenants, Conditions And Restrictions For The Powder Horn (the "Declaration") on September 27, 1995, in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Register of Deeds [incorporated in this instrument as appended **EXHIBIT A-1**]; and,

**WHEREAS** Declarant recorded a First Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on February 26, 1996, in Book 378, Page 321 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds [incorporated in this instrument as appended **EXHIBIT A-2**]; and,

**WHEREAS** Declarant recorded a Second Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on April 10, 1996, in Book 379, Page 135 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds [incorporated in this instrument as appended **EXHIBIT A-3**]; and,

**WHEREAS** Declarant recorded on April 18, 1996, in Book 379, Page 227 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds that certain Affidavit Of Scope Of Covenants, which was made, sworn-to, and subscribed on April 18, 1996; and,

**WHEREAS** Declarant recorded on November 12, 1996, in Book 383, Page 71 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; that certain Supplementary Declaration Of Covenants, Conditions And Restrictions For The Meadows as signed and acknowledged on November 5, 1996; and, thereafter further recorded on March 6, 2002, in Book 432, Page 75 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds that certain further Supplementary Declaration Of Covenants, Conditions And Restrictions For The Meadows as signed and acknowledged on February 28, 2002; and, thereafter further assented to the recording on November 19, 2003, in Book 448, Page 539 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds that certain further Restated Covenants, Conditions And Restrictions For The Meadows as signed and acknowledged by the President of the Powder Horn Meadows Homeowners Association, Inc., on November 8, 2003; and,

**WHEREAS** Declarant recorded a Third Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on June 19, 1997, in Book 386, Page 401 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds [incorporated in this instrument as appended **EXHIBIT A-4**]; and,

**WHEREAS** Declarant recorded a Fourth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on November 4, 1997, in Book 389, Page 16 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds [incorporated in this instrument as appended **EXHIBIT A-5**]; and,

**WHEREAS** Declarant recorded a Fifth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on March 3, 1998, in Book 391, Page 27 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds [incorporated in this instrument as appended **EXHIBIT A-6**]; and,

**WHEREAS** Declarant recorded a Sixth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on July 22, 1998, in Book 394, Page 518 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds [incorporated in this instrument as appended **EXHIBIT A-7**]; and,

**WHEREAS** Declarant recorded a Seventh Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on April 11, 2000, in Book 413, Page

667 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds [incorporated in this instrument as appended **EXHIBIT A-8**]; and,

**WHEREAS** Declarant recorded an Eighth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on December 8, 2000, in Book 419, Page 516 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds [incorporated in this instrument as appended **EXHIBIT A-9**]; and,

**WHEREAS** Declarant recorded a Ninth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on July 24, 2002, in Book 435, Page 681 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds [incorporated in this instrument as appended **EXHIBIT A-10**]; and,

**WHEREAS** Declarant recorded a Tenth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on August 7, 2003, in Book 445, Page 609 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds [incorporated in this instrument as appended **EXHIBIT A-11**]; and,

**WHEREAS** Declarant recorded an Eleventh Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on April 19, 2004, in Book 452, Page 411 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds [incorporated in this instrument as appended **EXHIBIT A-12**]; and,

**WHEREAS** Declarant recorded a Twelfth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on July 26, 2004, in Book 455, Page 162 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds [incorporated in this instrument as appended **EXHIBIT A-13**]; and,

**WHEREAS** Declarant recorded a Thirteenth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on September 30, 2005, in Book 467, Page 582 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds [incorporated in this instrument as appended **EXHIBIT A-14**]; and,

**WHEREAS** Declarant recorded a Fourteenth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on December 2, 2005, in Book 469, Page 602 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds [incorporated in this instrument as appended **EXHIBIT A-15**]; and, thereafter also recorded that certain Corrective Affidavit Regarding Description As To Extension Of The Powder Horn Residential Development Standards And Fourteenth Supplementary Declaration Of Covenants, Conditions, And Restrictions For The Powder Horn on April 25, 2006, in Book 473, Page 594 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds [incorporated in this instrument as appended **EXHIBIT A-16**]; and,

**WHEREAS** Declarant, in conjunction with Bison Meadows, LLC, a Wyoming Limited Liability Company, and with the consent of the Pointe At Powder Horn Ranch

Homeowners' Association, Inc., recorded that certain Declaration Of Covenants, Conditions And Restrictions For The Pointe At The Powder Horn Ranch on December 19, 2006, in Book 480, Page 255 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds; and,

**WHEREAS** Declarant recorded a Fifteenth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on October 26, 2007, in Book 490, Page 459 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds [incorporated in this instrument as appended **EXHIBIT A-17**]; and,

**WHEREAS** Declarant recorded a Sixteenth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on November 29, 2007, in Book 491, Page 522 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds [incorporated in this instrument as appended **EXHIBIT A-18**]; and,

**WHEREAS** Declarant recorded a Seventeenth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on April 14, 2008, in Book 494, Page 777 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds [incorporated in this instrument as appended **EXHIBIT A-19**]; and,

**WHEREAS** Declarant recorded an Eighteenth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on May 4, 2009, in Book 505, Page 340 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds [incorporated in this instrument as appended **EXHIBIT A-20**]; and,

**WHEREAS** Declarant recorded a Nineteenth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn on September 21, 2010, in Book 518, Page 716 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds [incorporated in this instrument as appended **EXHIBIT A-21**]; and,

**WHEREAS** Declarant now intends to and by these presents does modify, amend, change, and enlarge the terms within the Declaration as herein below stated;

**NOW THEREFORE** pursuant to the enabling authority of Section 12.02(a) and Section 12.02(b) of the Declaration, and touching and concerning the lands which constitute the Existing Property and all of the Property and additional lands included in the Property to which the Declaration pertains and applies, as heretofore and as hereafter amended, and including but without thereby intending or implying any limitation all of the lands that are described in the several instruments which herein above are identified by document name, date, and Book and Page of recordation, and from which the legal descriptions of lands therein stated or thereto appended are incorporated in this instrument by this express reference as the **EXHIBITS A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, and A-21** hereto appended and thus marked, and running perpetually with all of the said affected lands, portions of which Declarant owns, Declarant deems it necessary, proper, and expedient

under the circumstances and conditions which exist at this time to act herein and hereunder as the attorney-in-fact coupled with an interest that the Owners irrevocably constitute and appoint as such in the Declaration; and, hereby to exercise the Power of Attorney that the Owners therein irrevocably do grant to Declarant to modify, amend, change, and enlarge the terms within the Declaration as herein below stated.

[1] Section 12.02(d) hereby is modified, amended, changed, and enlarged in the entirety, to replace the previous wording, and therefore to read and to be applied henceforth as herein below stated, and with relation back to September 26, 1995:

“12.02 \* \* \*

(d) The right, powers, and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force upon the initial recordation of this Declaration in the Sheridan County Clerk's Office on September 27, 1995; and, shall remain in full force and effect thereafter until the thirtieth (30<sup>th</sup>) anniversary of the recordation of this Declaration.”

[2] The portion of **ARTICLE I DEFINITIONS** that is denoted as **Paragraph “(b) Common Areas. . .”** hereby is modified, amended, changed, and enlarged in the entirety, to replace the previous wording, and therefore to read and to be applied henceforth as herein below stated, and with relation back to September 26, 1995:

## **“ARTICLE I DEFINITIONS**

\* \* \*

(b) “Common Areas” do not and shall not include the golf course, but shall mean and refer to any and all areas of land within the Property which are known and which are described or designated by Declarant to be common green, common areas, recreational easements, greenbelts, open spaces, out-lots, or streets on any recorded subdivision plat that describes subdivided portions

of lands within the Property; and, also may include without thereby intending limitation any other permanent roads or streets within the Property that Declarant dedicates to public use; and, also may include without thereby intending limitation any lands, easements, or rights-of-way within the Property as described or declared by Declarant to be devoted to utilities that serve platted Lots or other improved lands within the Property owned by Declarant, which may include, but are not thereby limited to utilities that Declarant designates for sewage or wastewater treatment, or designates for storm-water collection and discharge, or designates for distribution of lawn, garden, or other landscaping irrigation water, or generally to enable the emplacement and operation of other utilities which Declarant describes or designates as being intended for or devoted to the common use and enjoyment of the Members of the Association. Declarant intends and declares that the term "Common Areas" also shall include and apply to any and all improvements that now exist, or that hereafter may be made to, constructed upon, or installed upon or underlying lands, easements, or rights-of-way which Declarant describes or designates as Common Areas under this Declaration, or any amendment of this Declaration. Declarant intends and declares that the term "Common Areas" also shall include and apply to any and all equipment, accessories, and machinery that Declarant describes or designates to be used in or for the operation or maintenance of any portion of the said Common Areas which consist of land, easements, rights-of-way, and improvements thereto, thereupon, or thereunder, and also shall include and apply to any and all replacements of or additions to such described or designated equipment, accessories, and machinery. Declarant intends and declares that the term "Common Areas" also shall encompass and include any additions to or replacements of such Common Areas. The Common Areas within the Powder Horn residential community generally may include, but are not intended thereby to be limited or restricted to, streets or other roads that Declarant dedicates to public use; and, lands, easements, or rights-of-way

that Declarant dedicates to utilities that are intended to serve and be devoted to the common use and enjoyment of the Members of the Association and Declarant, including but not thereby being limited to sewage and other wastewater treatment utility facilities, or storm-water collection and discharge structures and facilities, or lawn, garden and landscaping irrigation water utility facilities; provided, however, that Declarant specifically and expressly declares that the term "Common Areas" does not and shall not include the lands, improvements, or appurtenances that comprise the golf courses, clubhouse, and other supporting recreational facilities which Declarant owns and maintains within the perimeter of the Property; and, provided, further, that the term "Common Areas" as used and applied under this Declaration shall be limited to those lands, easements, or rights-of-way that Declarant describes and designates as such in accord with the provisions of this Declaration. Declarant shall hold record title to the Common Areas that Declarant describes and designates pursuant to this Declaration, consistent with the residential community objectives that Declarant envisions for the Property under this Declaration, and subject to the easement of use, recreation, and enjoyment of Common Areas of the Members of the Association as such easement is defined in and limited by **ARTICLE V** of this Declaration, for an indefinite period of time; and, at a point in time (deemed appropriate and reasonable by Declarant, but prior to July 1, 2015) record title to the Common Areas will be transferred formally from Declarant to the Association. Declarant also reserves the right and power under this Declaration to make and put into effect redesigns or reconfigurations of the Common Areas that Declarant may describe and designate as such under this Declaration; and, Declarant also reserves the right and power to execute any open space declarations applicable to the Common Areas which may be permitted by law in order to reduce property taxes."

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[3] All capitalized terms used in this Twentieth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn, except as otherwise defined in this instrument, shall have the same meaning as stated originally in the Declaration.

[4] Upon the recording of this Twentieth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn, all of the lands which constitute the Existing Property and all of the Property and additional lands included in the Property to which the Declaration pertains and applies, as heretofore and as hereafter amended, and including but without thereby intending or implying limitation all of the lands that are described in the several instruments which herein above are identified by document name, date, and Book and Page of recordation and which are incorporated herein by this express reference as additionally described in certain instances in the appended **EXHIBITS A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, and A-21**, and all other additions to the Property that may be made by way of correction or which newly hereafter may be made, are and shall be subject to the modification, amendment, change, and enlargement which Declarant states in this instrument.

[5] Declarant declares that this Twentieth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn touches and concerns the lands which constitute the Existing Property and all of the Property and additional lands included in the Property to which the Declaration pertains and applies, as heretofore and as hereafter amended, and including but without thereby intending or implying limitation all of the lands that are described in the several instruments which herein above are identified by document name, date, and Book and Page of recordation and which are incorporated herein by this express reference as additionally described in certain instances in the appended **EXHIBITS A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, and A-21**, and all other additions to the Property that may be made by way of correction or which newly hereafter may be made, portions of which Declarant owns; and, that this Twentieth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn runs with and perpetually shall run with all of the said affected lands.

**IN WITNESS WHEREOF** Declarant has caused this Twentieth Supplementary Declaration Of Covenants, Conditions And Restrictions For The Powder Horn to be signed below by the duly authorized Manager of Declarant, **POWDER HORN RANCH, LLC**, a Wyoming Limited Liability Company; and, by the duly authorized Manager of



**POWDER HORN RANCH - 2, LLC**, a Wyoming Limited Liability Company, on this 21<sup>st</sup> day of September, 2010.

**POWDER HORN RANCH, LLC**

By: Homie Scott Jr.  
Manager

**POWDER HORN RANCH - 2, LLC**

By: Homie Scott Jr.  
Manager

**ACKNOWLEDGMENTS**

STATE OF WYOMING    )  
                                  )    ss.  
County Of Sheridan    )

The foregoing instrument, titled as the Twentieth Supplementary Declaration Of Covenants, Conditions, And Restrictions For The Powder Horn was **signed and acknowledged** before me this 21<sup>st</sup> day of September, 2010, by **Homie Scott, Jr.**, who personally is known to me, acting in his capacity as **Manager of Powder Horn Ranch, LLC**; as witnesseth my hand and official seal.



Robert James Wyatt  
Notary Public

My commission expires: March 19, 2011

STATE OF WYOMING     )  
                                  )     ss.  
County Of Sheridan     )

The foregoing instrument, titled as the Twentieth Supplementary Declaration Of Covenants, Conditions, And Restrictions For The Powder Horn was **signed and acknowledged** before me this 21<sup>ST</sup> day of September, 2010, by **Homer Scott, Jr.**, who personally is known to me, acting in his capacity as **Manager of Powder Horn Ranch - 2, LLC**; as witnesseth my hand and official seal.



Robert James Wyatt  
Notary Public

My commission expires: March 19, 2011

744 EXHIBIT A  
POWDER HORN RANCH - PHASE I  
BOUNDARY DESCRIPTION  
SEPTEMBER 25, 1995

A tract of land situated in the Northeast Quarter (NE¼) and the East Half of the Southeast Quarter (E½ SE¼) of Section 33 and in the West Half of the Southwest Quarter (W½ SW¼) of Section 34, Township 55 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, said tract being more particularly described as follows:

Beginning at a point located on the Southeasterly Right of Way Line of State Highway No. 335, said point being located S 50°13'08"W, 2302.17' from the Northeast Corner of said Section 33; Thence along a curve to the right having a radius of 1066.71', a central angle of 8°57'57", an arc length of 166.92', and chord bearing and distance of S 46°14'15"E, 166.75'; Thence N 47°15'57"E, 132.38'; Thence N 61°42'55"E, 134.88'; Thence S 56°22'12"E, 129.50'; Thence S 54°27'54"E, 108.08'; Thence along a curve to the right having a radius of 330.00', a central angle of 20°51'31", an arc length of 120.14', and chord bearing and distance of N 45°57'51"E, 119.47'; Thence N 33°36'23"W, 120.46'; Thence N 61°33'47"E, 196.67'; Thence S 76°35'39"E, 673.10'; Thence N 84°16'56"E, 100.93'; Thence S 48°35'12"E, 80.00'; Thence S 10°21'05"W, 488.56'; Thence S 3°25'40"W, 448.16'; Thence along a curve to the right having a radius of 330.00', a central angle of 41°32'27", an arc length of 239.26', and chord bearing and distance of S 45°12'58"E, 234.05'; Thence S 24°26'44"E, 391.57'; Thence along a curve to the right having a radius of 470.00', a central angle of 41°40'25", an arc length of 341.85', and chord bearing and distance of S 45°16'56"E, 334.36'; Thence S 66°07'09"E, 200.25'; Thence along a curve to the right having a radius of 380.00', a central angle of 18°52'14", an arc length of 125.15', and chord bearing and distance of S 56°41'02"E, 124.59'; Thence N 0°00'00"E, 660.23'; Thence S 71°57'34"E, 369.50'; Thence S 0°00'00"E, 155.14'; Thence S 54°20'17"E, 193.23'; Thence S 25°44'09"W, 303.13'; Thence S 32°01'22"E, 313.53'; Thence S 5°37'17"W, 87.34'; Thence S 59°24'32"W, 33.03'; Thence along a curve to the left having a radius of 595.00', a central angle of 11°03'22", an arc length of 114.81', and chord bearing and distance of S 36°07'09"E, 114.64'; Thence S 48°21'10"W, 60.00'; Thence S 80°45'18"W, 527.56'; Thence S 29°14'48"W, 474.46'; Thence N 60°45'12"W, 79.95'; Thence along a curve to the left having a radius of 75.00', a central angle of 70°24'44", an arc length of 92.17', and chord bearing and distance of S 84°02'25"W, 86.48'; Thence S 48°50'03"W, 100.00'; Thence along a curve to the right having a radius of 285.00', a central angle of 16°21'49", an arc length of 81.40', and chord bearing and distance of S 57°00'58"W, 81.12'; Thence S 65°11'53"W, 96.83'; Thence S 27°43'30"E, 66.58'; Thence S 43°17'33"W, 111.27'; Thence S 26°23'15"W, 502.54'; Thence



S.10°39'11"W, 81.35'; Thence S 5°04'53"E, 200.00'; Thence S 86°52'07"W, 175.44'; Thence along a curve to the left having a radius of 592.36', a central angle of 1°57'00", an arc length of 20.16', and chord bearing and distance of N.4°06'23"W, 20.16'; Thence N 5°04'53"W, 164.31'; Thence along a curve to the right having a radius of 325.00', a central angle of 14°38'32", an arc length of 83.06', and chord bearing and distance of N 2°14'23"E, 82.83'; Thence N.80°26'21"W, 290.47'; Thence N 26°23'15"E, 199.81'; Thence N 30°19'14"E, 221.34'; Thence N 16°25'29"E, 87.75'; Thence N 26°02'51"E, 167.84'; Thence N.55°57'22"E, 304.65'; Thence N 82°29'28"E, 290.24'; Thence S 48°10'42"E, 112.35'; Thence N 48°50'03"E, 20.89'; Thence along a curve to the right having a radius of 125.00', a central angle of 70°24'44", an arc length of 153.62', and chord bearing and distance of N 84°02'25"E, 144.13'; Thence S 60°45'12"E, 19.95'; Thence N 29°14'48"E, 183.72'; Thence West, 69.08'; Thence N.23°57'18"W, 547.35'; Thence N 37°45'08"E, 395.40'; Thence N 66°07'09"W, 109.70'; Thence along a curve to the right having a radius of 530.00', a central angle of 41°40'25", an arc length of 385.49', and chord bearing and distance of N 45°16'56"W, 377.05'; Thence N 24°26'44"W, 391.57'; Thence along a curve to the left having a radius of 270.00', a central angle of 64°53'10", an arc length of 305.77', and chord bearing and distance of N 56°53'19"W, 289.69'; Thence S.80°29'04"W, 56.56'; Thence N 89°19'54"W, 67.58'; Thence along a curve to the right having a radius of 1676.16', a central angle of 17°07'41", an arc length of 501.07', and chord bearing and distance of N 80°46'04"W, 499.21'; Thence along a curve to the right having a radius of 657.12', a central angle of 49°22'50", an arc length of 566.34', and chord bearing and distance of N 47°30'48"W, 548.97'; Thence N22°49'24"W, 100.00'; Thence along a curve to the left having a radius of 986.71', a central angle of 27°53'50", an arc length of 480.43', and chord bearing and distance of N 36°46'19"W, 475.70' to a point on the Southeasterly Right of Way Line of State Highway No. 335; Thence Along Said Southeasterly Right of Way Line N 39°16'46"E, 80.00' to the point of beginning, said tract containing 58.456 Acres, more or less.

NOW KNOWN AS:

Powder Horn Ranch Planned Unit Development, Phase I as recorded with the Sheridan County Clerk and Ex-Officio Recorder of Deeds in Drawer P, Plat No. 36, on September 27, 1995, as Document No. 208954.

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## EXHIBIT A

## LEGAL DESCRIPTION

## POWDER HORN RANCH - PHASE TWO

TWO TRACTS OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW¼ NW¼) OF SECTION 3 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE¼ NE¼) OF SECTION 4, TOWNSHIP 54 NORTH, RANGE 84 WEST, AND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE¼ SE¼) OF SECTION 33 AND THE SOUTHWEST QUARTER (SW¼) OF SECTION 34, TOWNSHIP 54 NORTH, RANGE 84 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, SAID TRACTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N 84°16'28"E, 682.91 FEET FROM THE EAST ONE-SIXTEENTH CORNER BETWEEN SAID SECTION 33 AND SECTION 4; THENCE N 86°52'07"E, 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 642.36 FEET, A CENTRAL ANGLE OF 7°00'29", AND AN ARC LENGTH OF 78.57 FEET, WITH CHORD BEARING AND DISTANCE S 0°22'21"W, 78.52 FEET; THENCE S 84°16'35"E, 194.02 FEET; THENCE S 6°38'24"E, 305.54 FEET; THENCE S 69°34'05"W, 209.55 FEET; THENCE S 8°29'59"W, 222.85 FEET; THENCE S 62°58'20"W, 203.32 FEET; THENCE S 17°03'03"W, 109.50 FEET; THENCE S 47°03'21"W, 232.96 FEET; THENCE N 71°31'11"W, 182.88 FEET; THENCE N 89°07'57"W, 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 469.24 FEET, A CENTRAL ANGLE OF 49°15'04", AND AN ARC LENGTH OF 403.35 FEET, WITH CHORD BEARING AND DISTANCE OF N 25°29'35"E, 391.05 FEET; THENCE N 50°07'07"E, 184.74 FEET; THENCE N 40°49'24"W, 69.54 FEET; THENCE N 25°42'44"E, 390.00 FEET; THENCE N 23°40'14"E, 123.07 FEET; THENCE N 84°55'07"E, 75.44 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 592.36 FEET, A CENTRAL ANGLE OF 0°32'30", AND AN ARC LENGTH OF 5.60 FEET, WITH CHORD BEARING AND DISTANCE S 3°24'08"E, 5.60 FEET TO THE POINT OF BEGINNING, CONTAINING 9.065 ACRES, MORE OR LESS,

AND

BEGINNING AT A POINT LOCATED S 79°56'53"E, 804.65 FEET FROM THE QUARTER CORNER BETWEEN SAID SECTION 33 AND SECTION 34; THENCE S 71°57'34"E, 78.51 FEET; THENCE S 64°31'32"E, 195.05 FEET; THENCE N 85°51'45"E, 264.48 FEET; THENCE S 11°55'05"E, 1144.01 FEET; THENCE S 9°49'55"W, 17.28 FEET; THENCE S 17°50'01"E, 67.75 FEET; THENCE S 6°10'00"W, 129.22 FEET; THENCE S 38°19'27"W, 321.50 FEET; THENCE S 51°40'33"E, 117.27 FEET; THENCE S 14°41'24"W, 104.77 FEET; THENCE S 45°16'28"W, 160.06 FEET; THENCE S 87°21'12"W,



168.69 FEET; THENCE N 29°38'10"W, 744.61 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 204.16 FEET, A CENTRAL ANGLE OF 4°18'22", AND AN ARC LENGTH OF 15.34 FEET, WITH CHORD BEARING AND DISTANCE S 81°01'30"W, 15.34 FEET; THENCE S 11°07'41"E, 164.74 FEET; THENCE S 21°13'43"E, 169.25 FEET; THENCE S 43°09'12"E, 182.47 FEET; THENCE S 3°58'28"E, 125.04 FEET; THENCE S 24°21'20"W, 113.70 FEET; THENCE S 67°01'55"W, 372.46 FEET; THENCE N 48°06'10"W, 136.21 FEET; THENCE S 41°53'50"W, 126.94 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 90°45'23", AND AN ARC LENGTH OF 198.00 FEET, WITH CHORD BEARING AND DISTANCE OF S 3°28'52"E, 177.94 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 90°19'04", AND AN ARC LENGTH OF 275.86 FEET, WITH CHORD BEARING AND DISTANCE S 3°42'01"E, 248.17 FEET; THENCE S 41°27'31"W, 152.51 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 13°02'24", AND AN ARC LENGTH OF 96.73 FEET, WITH CHORD BEARING AND DISTANCE S 47°58'43"W, 96.52 FEET; THENCE S 54°29'55"W, 112.71 FEET; THENCE N 35°30'05"W, 50.00 FEET; THENCE N 64°55'25"W, 98.75 FEET; THENCE N 12°37'54"W, 503.24 FEET; THENCE N 17°36'20"E, 135.90 FEET; THENCE N 81°29'00"E, 84.65 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 930.00 FEET, A CENTRAL ANGLE OF 37°45'48", AND AN ARC LENGTH OF 612.96 FEET, WITH CHORD BEARING AND DISTANCE N 10°21'54"E, 601.92 FEET; THENCE S 60°45'12"E, 60.00 FEET; THENCE N 29°14'48"E, 474.01 FEET; THENCE N 80°45'18"E, 527.56 FEET; THENCE N 48°21'10"E, 60.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 595.00 FEET, A CENTRAL ANGLE OF 11°03'22", AND AN ARC LENGTH OF 114.81 FEET, WITH CHORD BEARING AND DISTANCE N 36°07'09"W, 114.64 FEET; THENCE N 59°24'32"E, 33.03 FEET; THENCE N 5°37'17"E, 87.34 FEET; THENCE N 32°01'22"W, 313.53 FEET; THENCE N 25°44'09"E, 303.12 FEET; THENCE N 54°20'17"W, 193.23 FEET; THENCE NORTH, 155.14 FEET TO THE POINT OF BEGINNING, CONTAINING 44.555 ACRES, MORE OR LESS,

SAID TRACTS TOTALING 53.620 ACRES.

325

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EXHIBIT B  
POWDER HORN RANCH - PHASE I  
BOUNDARY DESCRIPTION  
SEPTEMBER 25, 1995

A tract of land situated in the Northeast Quarter (NE¼) and the East Half of the Southeast Quarter (E½ SE¼) of Section 33 and in the West Half of the Southwest Quarter (W½ SW¼) of Section 34, Township 55 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, said tract being more particularly described as follows:

Beginning at a point located on the Southeasterly Right of Way Line of State Highway No. 335, said point being located S 50°13'08"W, 2302.17' from the Northeast Corner of said Section 33; Thence along a curve to the right having a radius of 1066.71', a central angle of 8°57'57", an arc length of 166.92', and chord bearing and distance of S 46°14'15"E, 166.75'; Thence N 47°15'57"E, 132.38'; Thence N 61°42'55"E, 134.88'; Thence S 56°22'12"E, 129.50'; Thence S 54°27'54"E, 108.08'; Thence along a curve to the right having a radius of 330.00', a central angle of 20°51'31", an arc length of 120.14', and chord bearing and distance of N 45°57'51"E, 119.47'; Thence N 33°36'23"W, 120.46'; Thence N 61°33'47"E, 196.67'; Thence S 76°35'39"E, 673.10'; Thence N 84°16'56"E, 100.93'; Thence S 48°35'12"E, 80.00'; Thence S 10°21'05"W, 488.56'; Thence S 3°25'40"W, 448.16'; Thence along a curve to the right having a radius of 330.00', a central angle of 41°32'27", an arc length of 239.26', and chord bearing and distance of S 45°12'58"E, 234.05'; Thence S 24°26'44"E, 391.57'; Thence along a curve to the right having a radius of 470.00', a central angle of 41°40'25", an arc length of 341.85', and chord bearing and distance of S 45°16'56"E, 334.36'; Thence S 66°07'09"E, 200.25'; Thence along a curve to the right having a radius of 380.00', a central angle of 18°52'14", an arc length of 125.15', and chord bearing and distance of S 56°41'02"E, 124.59'; Thence N 0°00'00"E, 660.23'; Thence S 71°57'34"E, 369.50'; Thence S 0°00'00"E, 155.14'; Thence S 54°20'17"E, 193.23'; Thence S 25°44'09"W, 303.13'; Thence S 32°01'22"E, 313.53'; Thence S 5°37'17"W, 87.34'; Thence S 59°24'32"W, 33.03'; Thence along a curve to the left having a radius of 595.00', a central angle of 11°03'22", an arc length of 114.81', and chord bearing and distance of S 36°07'09"E, 114.64'; Thence S 48°21'10"W, 60.00'; Thence S 80°45'18"W, 527.56'; Thence S 29°14'48"W, 474.46'; Thence N 60°45'12"W, 79.95'; Thence along a curve to the left having a radius of 75.00', a central angle of 70°24'44", an arc length of 92.17', and chord bearing and distance of S 84°02'25"W, 86.48'; Thence S 48°50'03"W, 100.00'; Thence along a curve to the right having a radius of 285.00', a central angle of 16°21'49", an arc length of 81.40', and chord bearing and distance of S 57°00'58"W, 81.12'; Thence S 65°11'53"W, 96.83'; Thence S 27°43'30"E, 66.58'; Thence S 43°17'33"W, 111.27'; Thence S 26°23'15"W, 502.54'; Thence

S.10°39'11"W, 81.35'; Thence S 5°04'53"E, 200.00'; Thence S 86°52'07"W, 175.44'; Thence along a curve to the left having a radius of 592.36', a central angle of 1°57'00", an arc length of 20.16', and chord bearing and distance of N.4°06'23"W, 20.16'; Thence N 5°04'53"W, 164.31'; Thence along a curve to the right having a radius of 325.00', a central angle of 14°38'32", an arc length of 83.06', and chord bearing and distance of N 2°14'23"E, 82.83'; Thence N.80°26'21"W, 290.47'; Thence N 26°23'15"E, 199.81'; Thence N 30°19'14"E, 221.34'; Thence N 16°25'29"E, 87.75'; Thence N 26°02'51"E, 167.84'; Thence N.55°57'22"E, 304.65'; Thence N 82°29'28"E, 290.24'; Thence S 48°10'42"E, 112.35'; Thence N 48°50'03"E, 20.89'; Thence along a curve to the right having a radius of 125.00', a central angle of 70°24'44", an arc length of 153.62', and chord bearing and distance of N 84°02'25"E, 144.13'; Thence S 60°45'12"E, 19.95'; Thence N 29°14'48"E, 183.72'; Thence West, 69.08'; Thence N.23°57'18"W, 547.35'; Thence N 37°45'08"E, 395.40'; Thence N 66°07'09"W, 109.70'; Thence along a curve to the right having a radius of 530.00', a central angle of 41°40'25", an arc length of 385.49', and chord bearing and distance of N 45°16'56"W, 377.05'; Thence N 24°26'44"W, 391.57'; Thence along a curve to the left having a radius of 270.00', a central angle of 64°53'10", an arc length of 305.77', and chord bearing and distance of N 56°53'19"W, 289.69'; Thence S.80°29'04"W, 56.56'; Thence N 89°19'54"W, 67.58'; Thence along a curve to the right having a radius of 1676.16', a central angle of 17°07'41", an arc length of 501.07', and chord bearing and distance of N 80°46'04"W, 499.21'; Thence along a curve to the right having a radius of 657.12', a central angle of 49°22'50", an arc length of 566.34', and chord bearing and distance of N 47°30'48"W, 548.97'; Thence N22°49'24"W, 100.00'; Thence along a curve to the left having a radius of 986.71', a central angle of 27°53'50", an arc length of 480.43', and chord bearing and distance of N 36°46'19"W, 475.70' to a point on the Southeasterly Right of Way Line of State Highway No. 335; Thence Along Said Southeasterly Right of Way Line N 39°16'46"E, 80.00' to the point of beginning, said tract containing 58.456 Acres, more or less.

NOW KNOWN AS:

Powder Horn Ranch Planned Unit Development, Phase I as recorded with the Sheridan County Clerk and Ex-Officio Recorder of Deeds in Drawer P, Plat No. 36, on September 27, 1995, as Document No. 208954.



EXHIBIT A  
POWDER HORN RANCH - PHASE I  
BOUNDARY DESCRIPTION  
SEPTEMBER 25, 1995

A tract of land situated in the Northeast Quarter (NE¼) and the East Half of the Southeast Quarter (E½ SE¼) of Section 33 and in the West Half of the Southwest Quarter (W½ SW¼) of Section 34, Township 55 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, said tract being more particularly described as follows:

Beginning at a point located on the Southeasterly Right of Way Line of State Highway No. 335, said point being located S 50° 13' 08" W, 2302.17' from the Northeast Corner of said Section 33; Thence along a curve to the right having a radius of 1066.71', a central angle of 8° 57' 57", an arc length of 166.92', and chord bearing and distance of S 46° 14' 15" E, 166.75'; Thence N 47° 15' 57" E, 132.38'; Thence N 61° 42' 55" E, 134.88'; Thence S 56° 22' 12" E, 129.50'; Thence S 54° 27' 54" E, 108.08'; Thence along a curve to the right having a radius of 330.00', a central angle of 20° 51' 31", an arc length of 120.14', and chord bearing and distance of N 45° 57' 51" E, 119.47'; Thence N 33° 36' 23" W, 120.46'; Thence N 61° 33' 47" E, 196.67'; Thence S 76° 35' 39" E, 673.10'; Thence N 84° 16' 56" E, 100.93'; Thence S 48° 35' 12" E, 80.00'; Thence S 10° 21' 05" W, 488.56'; Thence S 3° 25' 40" W, 448.16'; Thence along a curve to the right having a radius of 330.00', a central angle of 41° 32' 27", an arc length of 239.26', and chord bearing and distance of S 45° 12' 58" E, 234.05'; Thence S 24° 26' 44" E, 391.57'; Thence along a curve to the right having a radius of 470.00', a central angle of 41° 40' 25", an arc length of 341.85', and chord bearing and distance of S 45° 16' 56" E, 334.36'; Thence S 66° 07' 09" E, 200.25'; Thence along a curve to the right having a radius of 380.00', a central angle of 18° 52' 14", an arc length of 125.15', and chord bearing and distance of S 56° 41' 02" E, 124.59'; Thence N 0° 00' 00" E, 660.23'; Thence S 71° 57' 34" E, 369.50'; Thence S 0° 00' 00" E, 155.14'; Thence S 54° 20' 17" E, 193.23'; Thence S 25° 44' 09" W, 303.13'; Thence S 32° 01' 22" E, 313.53'; Thence S 5° 37' 17" W, 87.34'; Thence S 59° 24' 32" W, 33.03'; Thence along a curve to the left having a radius of 595.00', a central angle of 11° 03' 22", an arc length of 114.81', and chord bearing and distance of S 36° 07' 09" E, 114.64'; Thence S 48° 21' 10" W, 60.00'; Thence S 80° 45' 18" W, 527.56'; Thence S 29° 14' 48" W, 474.46'; Thence N 60° 45' 12" W, 79.95'; Thence along a curve to the left having a radius of 75.00', a central angle of 70° 24' 44", an arc length of 92.17', and chord bearing and distance of S 84° 02' 25" W, 86.48'; Thence S 48° 50' 03" W, 100.00'; Thence along a curve to the right having a radius of 285.00', a central angle of 16° 21' 49", an arc length of 81.40', and chord bearing and distance of S 57° 00' 58" W, 81.12'; Thence S 65° 11' 53" W, 96.83'; Thence S 27° 43' 30" E, 66.58'; Thence S 43° 17' 33" W, 111.27'; Thence S 26° 23' 15" W, 502.54'; Thence



S.10°39'11"W, 81.35'; Thence S 5°04'53"E, 200.00'; Thence S 86°52'07"W, 175.44'; Thence along a curve to the left having a radius of 592.36', a central angle of 1°57'00", an arc length of 20.16', and chord bearing and distance of N.4°06'23"W, 20.16'; Thence N 5°04'53"W, 164.31'; Thence along a curve to the right having a radius of 325.00', a central angle of 14°38'32", an arc length of 83.06', and chord bearing and distance of N 2°14'23"E, 82.83'; Thence N.80°26'21"W, 290.47'; Thence N 26°23'15"E, 199.81'; Thence N 30°19'14"E, 221.34'; Thence N 16°25'29"E, 87.75'; Thence N 26°02'51"E, 167.84'; Thence N.55°57'22"E, 304.65'; Thence N 82°29'28"E, 290.24'; Thence S 48°10'42"E, 112.35'; Thence N 48°50'03"E, 20.89'; Thence along a curve to the right having a radius of 125.00', a central angle of 70°24'44", an arc length of 153.62', and chord bearing and distance of N 84°02'25"E, 144.13'; Thence S 60°45'12"E, 19.95'; Thence N 29°14'48"E, 183.72'; Thence West, 69.08'; Thence N.23°57'18"W, 547.35'; Thence N 37°45'08"E, 395.40'; Thence N 66°07'09"W, 109.70'; Thence along a curve to the right having a radius of 530.00', a central angle of 41°40'25", an arc length of 385.49', and chord bearing and distance of N 45°16'56"W, 377.05'; Thence N 24°26'44"W, 391.57'; Thence along a curve to the left having a radius of 270.00', a central angle of 64°53'10", an arc length of 305.77', and chord bearing and distance of N 56°53'19"W, 289.69'; Thence S.80°29'04"W, 56.56'; Thence N 89°19'54"W, 67.58'; Thence along a curve to the right having a radius of 1676.16', a central angle of 17°07'41", an arc length of 501.07', and chord bearing and distance of N 80°46'04"W, 499.21'; Thence along a curve to the right having a radius of 657.12', a central angle of 49°22'50", an arc length of 566.34', and chord bearing and distance of N 47°30'48"W, 548.97'; Thence N22°49'24"W, 100.00'; Thence along a curve to the left having a radius of 986.71', a central angle of 27°53'50", an arc length of 480.43', and chord bearing and distance of N 36°46'19"W, 475.70' to a point on the Southeasterly Right of Way Line of State Highway No. 335; Thence Along Said Southeasterly Right of Way Line N 39°16'46"E, 80.00' to the point of beginning, said tract containing 58.456 Acres, more or less.

NOW KNOWN AS:

Powder Horn Ranch Planned Unit Development, Phase I as recorded with the Sheridan County Clerk and Ex-Officio Recorder of Deeds in Drawer P, Plat No. 36, on September 27, 1995, as Document No. 208954.

**LEGAL DESCRIPTION**  
**POWDER HORN RANCH - PHASE TWO**

TWO TRACTS OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW¼ NW¼) OF SECTION 3 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE¼ NE¼) OF SECTION 4, TOWNSHIP 54 NORTH, RANGE 84 WEST, AND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE¼ SE¼) OF SECTION 33 AND THE SOUTHWEST QUARTER (SW¼) OF SECTION 34, TOWNSHIP 55 NORTH, RANGE 84 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, SAID TRACTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N 84°16'28"E, 682.91 FEET FROM THE EAST ONE-SIXTEENTH CORNER BETWEEN SAID SECTION 33 AND SECTION 4; THENCE N 86°52'07"E, 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 642.36 FEET, A CENTRAL ANGLE OF 7°00'29", AND AN ARC LENGTH OF 78.57 FEET, WITH CHORD BEARING AND DISTANCE S 0°22'21"W, 78.52 FEET; THENCE S 84°16'35"E, 194.02 FEET; THENCE S 6°38'24"E, 305.54 FEET; THENCE S 69°34'05"W, 209.55 FEET; THENCE S 8°29'59"W, 222.85 FEET; THENCE S 62°58'20"W, 203.32 FEET; THENCE S 17°03'03"W, 109.50 FEET; THENCE S 47°03'21"W, 232.96 FEET; THENCE N 71°31'11"W, 182.88 FEET; THENCE N 89°07'57"W, 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 469.24 FEET, A CENTRAL ANGLE OF 49°15'04", AND AN ARC LENGTH OF 403.35 FEET, WITH CHORD BEARING AND DISTANCE OF N 25°29'35"E, 391.05 FEET; THENCE N 50°07'07"E, 184.74 FEET; THENCE N 40°49'24"W, 69.54 FEET; THENCE N 25°42'44"E, 390.00 FEET; THENCE N 23°40'14"E, 123.07 FEET; THENCE N 84°55'07"E, 75.44 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 592.36 FEET, A CENTRAL ANGLE OF 0°32'30", AND AN ARC LENGTH OF 5.60 FEET, WITH CHORD BEARING AND DISTANCE S 3°24'08"E, 5.60 FEET TO THE POINT OF BEGINNING, CONTAINING 9.065 ACRES, MORE OR LESS,

AND

BEGINNING AT A POINT LOCATED S 79°56'53"E, 804.65 FEET FROM THE QUARTER CORNER BETWEEN SAID SECTION 33 AND SECTION 34; THENCE S 71°57'34"E, 78.51 FEET; THENCE S 64°31'32"E, 195.05 FEET; THENCE N 85°51'45"E, 264.48 FEET; THENCE S 11°55'05"E, 1144.01 FEET; THENCE S 9°49'55"W, 17.28 FEET; THENCE S 17°50'01"E, 67.75 FEET; THENCE S 6°10'00"W, 129.22 FEET; THENCE S 38°19'27"W, 321.50 FEET; THENCE S 51°40'33"E, 117.27 FEET; THENCE S 14°41'24"W, 104.77

140

FEET; THENCE S 45°16'28"W, 160.06 FEET; THENCE S 87°21'12"W, 168.69 FEET; THENCE N 29°38'10"W, 744.61 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 204.16 FEET, A CENTRAL ANGLE OF 4°18'22", AND AN ARC LENGTH OF 15.34 FEET, WITH CHORD BEARING AND DISTANCE S 81°01'30"W, 15.34 FEET; THENCE S 11°07'41"E, 164.74 FEET; THENCE S 21°13'43"E, 169.25 FEET; THENCE S 43°09'12"E, 182.47 FEET; THENCE S 3°58'28"E, 125.04 FEET; THENCE S 24°21'20"W, 113.70 FEET; THENCE S 67°01'55"W, 372.46 FEET; THENCE N 48°06'10"W, 136.21 FEET; THENCE S 41°53'50"W, 126.94 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 90°45'23", AND AN ARC LENGTH OF 198.00 FEET, WITH CHORD BEARING AND DISTANCE OF S 3°28'52"E, 177.94 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 90°19'04", AND AN ARC LENGTH OF 275.86 FEET, WITH CHORD BEARING AND DISTANCE S 3°42'01"E, 248.17 FEET; THENCE S 41°27'31"W, 152.51 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 13°02'24", AND AN ARC LENGTH OF 96.73 FEET, WITH CHORD BEARING AND DISTANCE S 47°58'43"W, 96.52 FEET; THENCE S 54°29'55"W, 112.71 FEET; THENCE N 35°30'05"W, 50.00 FEET; THENCE N 64°55'25"W, 98.75 FEET; THENCE N 12°37'54"W, 503.24 FEET; THENCE N 17°36'20"E, 135.90 FEET; THENCE N 81°29'00"E, 84.65 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 930.00 FEET, A CENTRAL ANGLE OF 37°45'48", AND AN ARC LENGTH OF 612.96 FEET, WITH CHORD BEARING AND DISTANCE N 10°21'54"E, 601.92 FEET; THENCE S 60°45'12"E, 60.00 FEET; THENCE N 29°14'48"E, 474.01 FEET; THENCE N 80°45'18"E, 527.56 FEET; THENCE N 48°21'10"E, 60.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 595.00 FEET, A CENTRAL ANGLE OF 11°03'22", AND AN ARC LENGTH OF 114.81 FEET, WITH CHORD BEARING AND DISTANCE N 36°07'09"W, 114.64 FEET; THENCE N 59°24'32"E, 33.03 FEET; THENCE N 5°37'17"E, 87.34 FEET; THENCE N 32°01'22"W, 313.53 FEET; THENCE N 25°44'09"E, 303.12 FEET; THENCE N 54°20'17"W, 193.23 FEET; THENCE NORTH, 155.14 FEET TO THE POINT OF BEGINNING, CONTAINING 44.555 ACRES, MORE OR LESS,

SAID TRACTS TOTALING 53.620 ACRES.

NOW KNOWN AS:

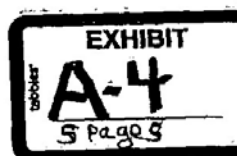
Powder Horn Ranch Ranch, Planned Unit Development, Phase Two.  
A subdivision in Sheridan County, Wyoming, as recorded with  
the Sheridan County Clerk and Ex-Officio Recorder of Deeds on  
March 29, 1996, Plat Number P-38, Instrument Number 222993.

754 404

EXHIBIT A  
POWDER HORN RANCH - PHASE I  
BOUNDARY DESCRIPTION  
SEPTEMBER 25, 1995

A tract of land situated in the Northeast Quarter (NE¼) and the East Half of the Southeast Quarter (E½ SE¼) of Section 33 and in the West Half of the Southwest Quarter (W½ SW¼) of Section 34, Township 55 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, said tract being more particularly described as follows:

Beginning at a point located on the Southeasterly Right of Way Line of State Highway No. 335, said point being located S 50°13'08"W, 2302.17' from the Northeast Corner of said Section 33; Thence along a curve to the right having a radius of 1066.71', a central angle of 8°57'57", an arc length of 166.92', and chord bearing and distance of S 46°14'15"E, 166.75'; Thence N 47°15'57"E, 132.38'; Thence N 61°42'55"E, 134.88'; Thence S 56°22'12"E, 129.50'; Thence S 54°27'54"E, 108.08'; Thence along a curve to the right having a radius of 330.00', a central angle of 20°51'31", an arc length of 120.14', and chord bearing and distance of N 45°57'51"E, 119.47'; Thence N 33°36'23"W, 120.46'; Thence N 61°33'47"E, 196.67'; Thence S 76°35'39"E, 673.10'; Thence N 84°16'56"E, 100.93'; Thence S 48°35'12"E, 80.00'; Thence S 10°21'05"W, 488.56'; Thence S 3°25'40"W, 448.16'; Thence along a curve to the right having a radius of 330.00', a central angle of 41°32'27", an arc length of 239.26', and chord bearing and distance of S 45°12'58"E, 234.05'; Thence S 24°26'44"E, 391.57'; Thence along a curve to the right having a radius of 470.00', a central angle of 41°40'25", an arc length of 341.85', and chord bearing and distance of S 45°16'56"E, 334.36'; Thence S 66°07'09"E, 200.25'; Thence along a curve to the right having a radius of 380.00', a central angle of 18°52'14", an arc length of 125.15', and chord bearing and distance of S 56°41'02"E, 124.59'; Thence N 0°00'00"E, 660.23'; Thence S 71°57'34"E, 369.50'; Thence S 0°00'00"E, 155.14'; Thence S 54°20'17"E, 193.23'; Thence S 25°44'09"W, 303.13'; Thence S 32°01'22"E, 313.53'; Thence S 5°37'17"W, 87.34'; Thence S 59°24'32"W, 33.03'; Thence along a curve to the left having a radius of 595.00', a central angle of 11°03'22", an arc length of 114.81', and chord bearing and distance of S 36°07'09"E, 114.64'; Thence S 48°21'10"W, 60.00'; Thence S 80°45'18"W, 527.56'; Thence S 29°14'48"W, 474.46'; Thence N 60°45'12"W, 79.95'; Thence along a curve to the left having a radius of 75.00', a central angle of 70°24'44", an arc length of 92.17', and chord bearing and distance of S 84°02'25"W, 86.48'; Thence S 48°50'03"W, 100.00'; Thence along a curve to the right having a radius of 285.00', a central angle of 16°21'49", an arc length of 81.40', and chord bearing and distance of S 57°00'58"W, 81.12'; Thence S 65°11'53"W, 96.83'; Thence S 27°43'30"E, 66.58'; Thence S 43°17'33"W, 111.27'; Thence S 26°23'15"W, 502.54'; Thence



S.10°39'11"W, 81.35'; Thence S 5°04'53"E, 200.00'; Thence S 86°52'07"W, 175.44'; Thence along a curve to the left having a radius of 592.36', a central angle of 1°57'00", an arc length of 20.16', and chord bearing and distance of N.4°06'23"W, 20.16'; Thence N 5°04'53"W, 164.31'; Thence along a curve to the right having a radius of 325.00', a central angle of 14°38'32", an arc length of 83.06', and chord bearing and distance of N 2°14'23"E, 82.83'; Thence N.80°26'21"W, 290.47'; Thence N 26°23'15"E, 199.81'; Thence N 30°19'14"E, 221.34'; Thence N 16°25'29"E, 87.75'; Thence N 26°02'51"E, 167.84'; Thence N.55°57'22"E, 304.65'; Thence N 82°29'28"E, 290.24'; Thence S 48°10'42"E, 112.35'; Thence N 48°50'03"E, 20.89'; Thence along a curve to the right having a radius of 125.00', a central angle of 70°24'44", an arc length of 153.62', and chord bearing and distance of N 84°02'25"E, 144.13'; Thence S 60°45'12"E, 19.95'; Thence N 29°14'48"E, 183.72'; Thence West, 69.08'; Thence N.23°57'18"W, 547.35'; Thence N 37°45'08"E, 395.40'; Thence N 66°07'09"W, 109.70'; Thence along a curve to the right having a radius of 530.00', a central angle of 41°40'25", an arc length of 385.49', and chord bearing and distance of N 45°16'56"W, 377.05'; Thence N 24°26'44"W, 391.57'; Thence along a curve to the left having a radius of 270.00', a central angle of 64°53'10", an arc length of 305.77', and chord bearing and distance of N 56°53'19"W, 289.69'; Thence S.80°29'04"W, 56.56'; Thence N 89°19'54"W, 67.58'; Thence along a curve to the right having a radius of 1676.16', a central angle of 17°07'41", an arc length of 501.07', and chord bearing and distance of N 80°46'04"W, 499.21'; Thence along a curve to the right having a radius of 657.12', a central angle of 49°22'50", an arc length of 566.34', and chord bearing and distance of N 47°30'48"W, 548.97'; Thence N22°49'24"W, 100.00'; Thence along a curve to the left having a radius of 986.71', a central angle of 27°53'50", an arc length of 480.43', and chord bearing and distance of N 36°46'19"W, 475.70' to a point on the Southeasterly Right of Way Line of State Highway No. 335; Thence Along Said Southeasterly Right of Way Line N 39°16'46"E, 80.00' to the point of beginning, said tract containing 58.456 Acres, more or less.

NOW KNOWN AS:

Powder Horn Ranch Planned Unit Development, Phase I as recorded with the Sheridan County Clerk and Ex-Officio Recorder of Deeds in Drawer P, Plat No. 36, on September 27, 1995, as Document No. 208954.

405

756 406

EXHIBIT B  
LEGAL DESCRIPTION  
POWDER HORN RANCH - PHASE TWO

TWO TRACTS OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW¼ NW¼) OF SECTION 3 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE¼ NE¼) OF SECTION 4, TOWNSHIP 54 NORTH, RANGE 84 WEST, AND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE¼ SE¼) OF SECTION 33 AND THE SOUTHWEST QUARTER (SW¼) OF SECTION 34, TOWNSHIP 55 NORTH, RANGE 84 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, SAID TRACTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N 84°16'28"E, 682.91 FEET FROM THE EAST ONE-SIXTEENTH CORNER BETWEEN SAID SECTION 33 AND SECTION 4; THENCE N 86°52'07"E, 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 642.36 FEET, A CENTRAL ANGLE OF 7°00'29", AND AN ARC LENGTH OF 78.57 FEET, WITH CHORD BEARING AND DISTANCE S 0°22'21"W, 78.52 FEET; THENCE S 84°16'35"E, 194.02 FEET; THENCE S 6°38'24"E, 305.54 FEET; THENCE S 69°34'05"W, 209.55 FEET; THENCE S 8°29'59"W, 222.85 FEET; THENCE S 62°58'20"W, 203.32 FEET; THENCE S 17°03'03"W, 109.50 FEET; THENCE S 47°03'21"W, 232.96 FEET; THENCE N 71°31'11"W, 182.88 FEET; THENCE N 89°07'57"W, 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 469.24 FEET, A CENTRAL ANGLE OF 49°15'04", AND AN ARC LENGTH OF 403.35 FEET, WITH CHORD BEARING AND DISTANCE OF N 25°29'35"E, 391.05 FEET; THENCE N 50°07'07"E, 184.74 FEET; THENCE N 40°49'24"W, 69.54 FEET; THENCE N 25°42'44"E, 390.00 FEET; THENCE N 23°40'14"E, 123.07 FEET; THENCE N 84°55'07"E, 75.44 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 592.36 FEET, A CENTRAL ANGLE OF 0°32'30", AND AN ARC LENGTH OF 5.60 FEET, WITH CHORD BEARING AND DISTANCE S 3°24'08"E, 5.60 FEET TO THE POINT OF BEGINNING, CONTAINING 9.065 ACRES, MORE OR LESS,

AND

BEGINNING AT A POINT LOCATED S 79°56'53"E, 804.65 FEET FROM THE QUARTER CORNER BETWEEN SAID SECTION 33 AND SECTION 34; THENCE S 71°57'34"E, 78.51 FEET; THENCE S 64°31'32"E, 195.05 FEET; THENCE N 85°51'45"E, 264.48 FEET; THENCE S 11°55'05"E, 1144.01 FEET; THENCE S 9°49'55"W, 17.28 FEET; THENCE S 17°50'01"E, 67.75 FEET; THENCE S 6°10'00"W, 129.22 FEET; THENCE S 38°19'27"W, 321.50 FEET; THENCE S 51°40'33"E, 117.27 FEET; THENCE S 14°41'24"W, 104.77

FEET; THENCE S 45°16'28"W, 160.06 FEET; THENCE S 87°21'12"W, 168.69 FEET; THENCE N 29°38'10"W, 744.61 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 204.16 FEET, A CENTRAL ANGLE OF 4°16'22", AND AN ARC LENGTH OF 15.34 FEET, WITH CHORD BEARING AND DISTANCE S 81°01'30"W, 15.34 FEET; THENCE S 11°07'41"E, 164.74 FEET; THENCE S 21°13'43"E, 169.25 FEET; THENCE S 43°09'12"E, 182.47 FEET; THENCE S 3°58'28"E, 125.04 FEET; THENCE S 24°21'20"W, 113.70 FEET; THENCE S 67°01'55"W, 372.46 FEET; THENCE N 48°06'10"W, 136.21 FEET; THENCE S 41°53'50"W, 126.94 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 90°45'23", AND AN ARC LENGTH OF 198.00 FEET, WITH CHORD BEARING AND DISTANCE OF S 3°28'52"E, 177.94 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 90°19'04", AND AN ARC LENGTH OF 275.86 FEET, WITH CHORD BEARING AND DISTANCE S 3°42'01"E, 248.17 FEET; THENCE S 41°27'31"W, 152.51 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 13°02'24", AND AN ARC LENGTH OF 96.73 FEET, WITH CHORD BEARING AND DISTANCE S 47°58'43"W, 96.52 FEET; THENCE S 54°29'55"W, 112.71 FEET; THENCE N 35°30'05"W, 50.00 FEET; THENCE N 64°55'25"W, 98.75 FEET; THENCE N 12°37'54"W, 503.24 FEET; THENCE N 17°36'20"E, 135.90 FEET; THENCE N 81°29'00"E, 84.65 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 930.00 FEET, A CENTRAL ANGLE OF 37°45'48", AND AN ARC LENGTH OF 612.96 FEET, WITH CHORD BEARING AND DISTANCE N 10°21'54"E, 601.92 FEET; THENCE S 60°45'12"E, 60.00 FEET; THENCE N 29°14'48"E, 474.01 FEET; THENCE N 80°45'18"E, 527.56 FEET; THENCE N 48°21'10"E, 60.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 595.00 FEET, A CENTRAL ANGLE OF 11°03'22", AND AN ARC LENGTH OF 114.81 FEET, WITH CHORD BEARING AND DISTANCE N 36°07'09"W, 114.64 FEET; THENCE N 59°24'32"E, 33.03 FEET; THENCE N 5°37'17"E, 87.34 FEET; THENCE N 32°01'22"W, 313.53 FEET; THENCE N 25°44'09"E, 303.12 FEET; THENCE N 54°20'17"W, 193.23 FEET; THENCE NORTH, 155.14 FEET TO THE POINT OF BEGINNING, CONTAINING 44.555 ACRES, MORE OR LESS,

SAID TRACTS TOTALING 53.620 ACRES.

NOW KNOWN AS:

Powder Horn Ranch Ranch, Planned Unit Development, Phase Two.  
A subdivision in Sheridan County, Wyoming, as recorded with  
the Sheridan County Clerk and Ex-Officio Recorder of Deeds on  
March 29, 1996, Plat Number P-38, Instrument Number 222993.

407



408

EXHIBIT C  
LEGAL DESCRIPTION 758  
PHASE THREE  
POWDER HORN RANCH  
PLANNED UNIT DEVELOPMENT

A tract of land located in the East Half of the Northeast Quarter of Section 4, and the Southwest Quarter of the Northwest Quarter of Section 3, Township 54 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, being more particularly described as follows:

Beginning at a point located S04°43'25"W, 1307.23 feet from the East sixteenth corner between Section 4, Township 54 North and Section 33, Township 55 North; thence S72°31'40"E, 53.82 feet; thence S53°41'30"E, 196.60 feet; thence N71°46'33"E, 166.61 feet; thence N65°56'48"E, 118.38 feet; thence S26°19'01"E, 224.60 feet; thence N51°38'05"E, 50.78 feet; thence N28°19'01"W, 257.30 feet; thence N43°22'58"E, 161.55 feet; thence N15°11'52"E, 93.40 feet; thence S80°32'38"E, 151.60 feet; thence S57°39'58"E, 452.54 feet; thence S20°08'24"W, 136.95 feet; thence along a curve to the right having a radius of 775.00 feet, a central angle of 13°53'14", and an arc length of 187.84 feet, with a chord bearing and distance S62°54'58"E, 187.38 feet; thence S55°58'22"E, 432.53 feet; thence along a curve to the left having a radius of 275.00 feet, a central angle of 30°15'15", and an arc length of 145.21 feet, with a chord bearing and distance S71°06'00"E, 143.53 feet; thence S86°13'38"E, 43.60 feet; thence along a curve to the left having a radius of 425.00 feet, a central angle of 6°44'40", and an arc length of 50.03 feet, with a chord bearing and distance S03°46'22"W, 50.00 feet; thence N86°13'38"W, 43.80 feet; thence along a curve to the right having a radius of 325.00 feet, a central angle of 30°15'15", and an arc length of 171.61 feet, with a chord bearing and distance N71°06'00"W, 169.62 feet; thence N55°58'22"W, 181.88 feet; thence S34°01'38"W, 94.33 feet; thence S87°44'24"W, 136.47 feet; thence N74°33'02"W, 505.12 feet; thence N31°40'34"W, 182.64 feet; thence along a curve to the left having a radius of 375.00 feet, a central angle of 6°41'21", and an arc length of 43.78 feet, with a chord bearing and distance S54°58'46"W, 43.76 feet; thence S51°38'05"W, 80.61 feet; thence S38°21'55"E, 221.71 feet; thence S60°50'41"W, 407.36 feet; thence S72°51'20"W, 164.67 feet; thence S08°28'25"W, 18.00 feet; thence S57°01'17"W, 265.78 feet; thence along a curve to the right having a radius of 325.00 feet, a central angle of 56°10'02", and an arc length of 318.80 feet, with a chord bearing and distance N0°39'01"E, 305.99 feet; thence N61°15'58"W, 68.76 feet; thence N01°16'18"W, 112.46 feet; thence N28°44'02"E, 176.21 feet; thence along a curve to the right having a radius of 285.00 feet, a central angle of 60°20'31", and an arc length of 300.15 feet, with a chord bearing and distance N12°41'55"W, 286.47 feet; thence N17°28'20"E, 168.20 feet; thence along a curve to the left having a radius of 275.00 feet, a central angle of 18°44'38", and an arc length of 89.96 feet, with a chord bearing and distance N8°06'01"E, 89.56 feet; thence N01°16'18"W, 100.06 feet; thence along a curve to the right having a radius of 469.24 feet, a central angle of 2°08'21", and an arc length of 17.52 feet, with a chord bearing and distance N0°12'07"W, 17.52 feet; thence S89°07'57"E, 50.00 feet; thence along a curve to the left having a radius of 419.24 feet, a central angle of 2°08'27", and an arc length of 15.67 feet, with a chord bearing and distance S0°12'10"E, 15.66 feet; thence S01°16'18"E, 100.04 feet; thence along a curve to the right having a radius 325.00 feet, a central angle of 18°44'38", and an arc length of 106.32 feet, with a chord bearing and distance S08°06'01"W, 105.85 feet; thence S17°28'20"W, 168.20 feet to the point of beginning, containing 18.79 acres, more or less.

Now known as Powder Horn Ranch, Planned Unit Development, Phase Three. A Subdivision in Sheridan County, Wyoming, as recorded with the Sheridan County Clerk and Ex-Officio Recorder of Deeds on April 29, 1997, Plat Number P-42, Instrument Number 254035.

18

**EXHIBIT A  
LEGAL DESCRIPTION  
Powder Horn Ranch  
Planned Unit Development  
Extension of Phase III (Three)  
Powder Horn Ranch Minor No. 4 Subdivision**

Lots 1, 2, 3, 4, and 5, Block N, Powder Horn Ranch Minor No. 4 Subdivision, an extension of Powder Horn Ranch Planned Unit Development, Phase III, being a subdivision in Sheridan County, Wyoming, as recorded with the Sheridan County Clerk and Ex-Officio Recorder of Deeds on October 28, 1997, Plat Number P-44, Instrument Number 269323.



759

760

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
Powder Horn Ranch  
Planned Unit Development  
Extension of Phase III (Three)  
Powder Horn Ranch Minor No. 5 Subdivision  
and  
Powder Horn Ranch Minor No. 6 Subdivision

Powder Horn Ranch Minor No. 5 Subdivision, a subdivision in Sheridan County, Wyoming filed in Drawer P, Number 45 in the Office of the Sheridan County Clerk.

Powder Horn Ranch Minor No. 6 Subdivision, a subdivision in Sheridan County, Wyoming filed in Drawer P, Number 46 in the Office of the Sheridan County Clerk.

29

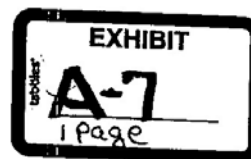


**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**Powder Horn Ranch**  
**Planned Unit Development**  
**PHASE FOUR**

A subdivision in Sheridan County, Wyoming, filed as Plat P - 48.

761

521



762

**Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block Q, Powder Horn Ranch, Planned Unit Development, Phase Six. A subdivision in Sheridan County, Wyoming, filed as Plat #P-52.**

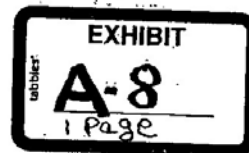


EXHIBIT A  
LEGAL DESCRIPTION  
Powder Horn Ranch  
Planned Unit Development  
PHASE VII (SEVEN)

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Block Y, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23, Block R, Powder Horn Ranch, Planned Unit Development, Phase Seven. A subdivision in Sheridan County, Wyoming, filed as Plat # P- 56.

519



763

764  
EXHIBIT "A"

LEGAL DESCRIPTION

Powder Horn Ranch, Planned Unit Development, Phase 8

A TRACT OF LAND LOCATED IN SE1/4 AND THE SE1/4NE1/4 OF SECTION 33, T55N, R84W, OF THE 6TH P.M., SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF POWDER HORN ROAD, SAID POINT LIES N70°45'09"W, 571.46 FEET FROM A THE EAST 1/4 CORNER OF SECTION 33; THENCE S15°00'00"W, 101.48 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 70°50'03", A RADIUS OF 250.00 FEET, AN ARC LENGTH OF 309.07 FEET, AND A CHORD S50°25'01"W, 289.76 FEET; THENCE S01°34'24"W, 185.80 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 13°55'24", A RADIUS OF 525.00 FEET, AN ARC LENGTH OF 127.58 FEET, AND A CHORD S08°32'06"W, 127.27 FEET; THENCE S15°29'48"W, 173.41 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 11°18'48", A RADIUS OF 975.00 FEET, AN ARC LENGTH OF 192.52 FEET, AND A CHORD S09°50'24"W, 192.21 FEET; THENCE S04°11'00"W, 240.50 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 56°56'39", A RADIUS OF 55.00 FEET, AN ARC LENGTH OF 54.66 FEET, AND A CHORD S32°39'20"W, 52.44 FEET; THENCE S04°11'00"W, 111.17 FEET; THENCE N75°00'47"W, 162.93 FEET; THENCE N08°08'45"E, 496.63 FEET; THENCE N14°22'07"E, 281.89 FEET; THENCE N05°06'14"E, 104.58 FEET; THENCE S89°02'20"W, 366.77 FEET; THENCE S13°13'07"W, 70.73 FEET; THENCE N81°45'17"W, 145.50 FEET; THENCE N50°13'03"W, 66.46 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 74°39'18", A RADIUS OF 330.00 FEET, AN ARC LENGTH OF 429.98 FEET, AND A CHORD N54°14'45"E, 400.20 FEET; THENCE S88°25'36"E, 394.84 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 76°34'24", A RADIUS OF 190.00 FEET, AN ARC LENGTH OF 253.93 FEET, AND A CHORD N53°17'12"E, 235.45 FEET; THENCE N15°00'00"E, 75.86 FEET; THENCE N81°52'25"E, 65.24 FEET TO THE POINT OF BEGINNING. SAID TRACT HAVING AN AREA OF 7.42 ACRES MORE OR LESS.

685



686  
EXHIBIT "B"

POWDER HORN RANCH - 2  
PLANNED UNIT DEVELOPMENT  
PHASE ONE

A TRACT OF LAND BEING A REPLAT OF LOT 16, BLOCK M, POWDER HORN RANCH P.U.D. PHASE 3 AND A TRACT LOCATED IN THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 54 NORTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S43°02'16"E, 2043.23 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 4, SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY OF CANYON VIEW DRIVE; THENCE ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE LEFT HAVING A RADIUS OF 285.00 FEET, A LENGTH OF 77.39 FEET, A DELTA OF 15°33'27" WITH CHORD BEARING AND DISTANCE OF S35°05'27"E, 77.15 FEET TO THE NORTHWEST CORNER OF LOT 17, BLOCK M, POWDER HORN RANCH, PLANNED UNIT DEVELOPMENT, PHASE THREE; THENCE LEAVING SAID RIGHT-OF-WAY ALONG THE WESTERLY LOT LINE OF SAID LOT 17 S28°44'02"W, 142.81 FEET TO THE SOUTHWEST CORNER OF SAID LOT 17; THENCE ALONG THE SOUTHERLY LOT LINE OF SAID LOT 17 S61°15'58"E, 125.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 17, SAID CORNER ALSO BEING ON THE WESTERLY RIGHT-OF-WAY OF HEATHER HILL LANE; THENCE ALONG SAID RIGHT-OF-WAY S28°44'02"W, 130.80 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET, A LENGTH OF 449.32 FEET, A DELTA OF 79°12'46" WITH CHORD BEARING AND DISTANCE OF S10°52'21"E, 414.38 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S50°28'44"E, 504.19 FEET; THENCE LEAVING SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 950.00 FEET, A LENGTH OF 81.66 FEET, A DELTA OF 4°55'30" WITH CHORD BEARING AND DISTANCE OF S48°00'59"E, 81.63 FEET; THENCE S45°57'14"W, 45.21 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, A LENGTH OF 46.15 FEET, A DELTA OF 15°06'40" WITH CHORD BEARING AND DISTANCE OF S38°23'54"W, 46.02 FEET; THENCE N59°10'44"W, 192.98 FEET; THENCE S39°31'16"W, 106.53 FEET; THENCE N52°51'45"W, 570.57 FEET; THENCE N39°14'09"W, 548.10 FEET; THENCE N51°56'55"E, 693.30 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 9.67 ACRES, MORE OR LESS.



766

## EXHIBIT A

Powder Horn Ranch-2 Block BB  
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SE1/4NW1/4, SW1/4NE1/4, NE1/4SW1/4, NW1/4SE1/4, SECTION 33, T55N, R84W, OF THE 6TH P.M., SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°33'39"W, 1342.84 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 33; THENCE S01°05'36"E, 38.55 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 50°39'53", A RADIUS OF 330.00 FEET, AN ARC LENGTH OF 291.81 FEET, AND A CHORD S42°15'02"W, 282.39 FEET; THENCE S50°13'03"E, 66.46 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 12°31'24", A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 59.02 FEET, AND A CHORD S05°10'06"W, 58.90 FEET, THENCE S01°05'36"E, 55.90 FEET; THENCE S88°54'24"W, 235.00 FEET; THENCE S01°05'36"E, 225.39 FEET; THENCE S84°26'56"W, 367.24 FEET; THENCE S34°32'18"W, 326.54 FEET; THENCE S09°52'13"W, 252.13 FEET; THENCE N85°31'26"W, 331.62 FEET; THENCE N52°39'39"W, 60.51 FEET; THENCE N85°05'55"W, 125.41 FEET; THENCE N02°50'35"W, 45.72 FEET; THENCE N82°54'21"W, 651.96 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 335; THENCE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 6°19'54", A RADIUS OF 2181.75 FEET, AN ARC LENGTH OF 241.10 FEET, AND A CHORD N36°06'14"E, 240.98 FEET; THENCE N39°14'30"E, 400.05 FEET; THENCE N50°58'49"W, 58.96 FEET; THENCE N39°16'21"E, 533.38 FEET; THENCE N50°43'43"W, 6.32 FEET; THENCE N39°16'17"E, 874.10 FEET; THENCE LEAVING SAID RIGHT-OF-WAY S47°34'56"E, 710.91 FEET; THENCE S00°11'34"E, 173.55 FEET; THENCE N89°01'44"E, 359.05 FEET TO THE POINT OF BEGINNING. SAID TRACT HAVING AN AREA OF 41.84 ACRES, MORE OR LESS.



## EXHIBIT "A"

Powder Horn Ranch II Planned Unit Development, Block CC, Lots 1 through 16.

Formerly described as:

BLOCK CC  
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE S1/2 OF SECTION 33, T55N, R84W, OF THE 6TH P.M., SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S62°35'26"W, 2601.70 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 33; THENCE S06°36'53"W, 513.00 FEET; THENCE S20°35'46"W, 393.24 FEET; THENCE S68°52'25"W, 273.12 FEET; THENCE N02°50'35"W, 68.65'; THENCE N02°48'26"W, 982.03'; THENCE S85°05'55"E, 125.43 FEET; THENCE S52°39'39"E, 60.51 FEET; THENCE S85°31'26"E, 331.62 FEET TO THE POINT OF BEGINNING.. SAID TRACT HAVING AN AREA OF 8.85 ACRES, MORE OR LESS.

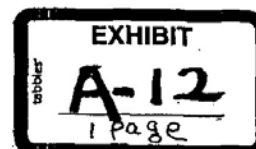
Powder Horn Ranch II Planned Unit Development, Block DD, Lots 1 through 27.

Formerly described as:

BLOCK DD  
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 33, TOWNSHIP 55 NORTH, RANGE 84 WEST, OF THE 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a point located S76°10'13"W, 1356.12 feet from the East 1/4 corner of said Section 33; thence S01°05'36"E, 650.32 feet; thence S03°57'32"E, 200.03 feet; thence S01°05'36"E, 963.81 feet; thence S88°54'24"W, 135.52 feet; thence N22°33'34"W, 124.25 feet; thence N88°43'05"W, 194.34 feet; thence N34°54'08"W, 50.35 feet; thence along a curve to the right having a delta of 11°20'27", a radius of 405.00 feet, an arc length of 80.16 feet, and a chord S60°46'06"W, 80.03 feet, thence S66°26'19"W, 478.31 feet; thence N23°33'41"W, 60.00 feet; thence N66°26'19"E, 478.31 feet; thence along a curve to the left having a delta of 3°50'42", a radius of 345.00 feet, an arc length of 23.15 feet, and a chord N64°30'58"E, 23.15 feet, thence N06°17'43"W, 194.62 feet; thence N16°55'47"E, 110.59 feet; thence N06°38'28"W, 115.43 feet; thence N11°29'24"E, 92.66 feet; thence N01°05'36"W, 220.00 feet; thence N13°33'52"E, 138.32 feet; thence N01°05'36"W, 201.47 feet; thence N23°04'11"W, 107.84 feet; thence N14°05'56"E, 153.99 feet; thence N01°05'36"W, 225.39 feet; thence N88°54'24"E, 235.00 feet; thence N01°05'36"W, 55.90 feet; thence along a curve to the right having a delta of 12°31'24", a radius of 270.00 feet, an arc length of 59.02 feet, and a chord N05°10'06"E, 58.90 feet, thence S81°45'17"E, 165.77 feet to the point of beginning. Said tract having an area of 17.73 acres, more or less.



**EXHIBIT "A"**

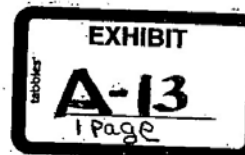
Powder Horn Ranch II Planned Unit Development, Block EE.

Formerly described as:

**BLOCK EE  
LEGAL DESCRIPTION**

A tract of land located in the SE1/4SW1/4 and the SW1/4SE1/4, of Section 33, Township 55 North, Range 84 West, and also in the NE1/4NW1/4 and the NW1/4NE1/4, of Section 4, Township 54 North, Range 84 West of the 6<sup>th</sup> Principal Meridian, Sheridan County, Wyoming, being more particularly described as follows:

Beginning at a point located N 37°20'00" E, 691.99 feet from the South 1/4 Corner of said Section 33; thence along a curve to the left with an arc length of 84.16 feet, a radius of 270.00 feet, a chord bearing of S 57°30'34" W, a chord length of 83.82 feet, and a delta of 17°51'31"; thence S 48°34'48" W, 290.00 feet; thence along a curve to the left with an arc length of 389.55 feet, a radius of 270.00 feet, a chord bearing of S 07°14'52" W, a chord length of 356.63 feet, and a delta of 82°39'53"; thence S 34°05'05" E, 597.28 feet; thence along a curve to the right with an arc length of 311.63 feet, a radius of 1030.00 feet, a chord bearing of S 25°25'02" E, a chord length of 310.44', and a delta of 17°20'06"; thence S 73°15'01" W, 60.00 feet; thence S 55°54'55" W, 147.88 feet; thence N 49°06'30" W, 85.74 feet; thence N 20°28'03" W, 99.94 feet; thence N 42°51'02" W, 182.18 feet; thence N 16°24'01" W, 171.94 feet; thence N 49°34'26" W, 179.32 feet; thence N 63°51'45" W, 274.01 feet; thence N 21°48'07" W, 87.78 feet; thence N 59°32'40" W, 154.03 feet; thence N 13°35'18" E, 69.49 feet; thence N 33°45'16" E, 320.08 feet; thence S 80°56'12" E, 254.23 feet; thence along a curve to the right with an arc length of 165.62 feet, a radius of 330.00 feet, a chord bearing of N 34°12'10" E, a chord length of 163.88 feet, and a delta of 28°45'17"; thence N 48°34'48" E, 290.00 feet; thence along a curve to the right with an arc length of 102.86 feet, a radius of 330.00 feet, a chord bearing of N 57°30'34" E, a chord length of 102.44 feet, and a delta of 17°51'31"; thence S 23°33'41" E, 60.00 feet to the point of beginning. Said tract contains an area of 10.17 acres more or less.



**LEGAL DESCRIPTION  
POWDER HORN RANCH P.U.D.  
BLOCK T  
11.59 ACRES**

THE ABOVE OR FOREGOING SUBDIVISION OF A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 55 NORTH, RANGE 84 WEST, AND IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 54 NORTH, RANGE 84 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N81°28'55"E, 1740.95 FEET FROM THE EAST SIXTEENTH CORNER OF SECTIONS 33 AND 4, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF EAGLE RIDGE DRIVE; THENCE N51°47'26"E, 151.07 FEET; THENCE S71°17'38"E, 553.70 FEET; THENCE S16°55'15"E, 928.66 FEET; THENCE S00°25'32"W, 341.26 FEET; THENCE S80°54'10"W, 202.79 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF POWDER HORN ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID POWDER HORN ROAD THE FOLLOWING COURSES: N00°25'32"E, 218.91 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 746.63 FEET, AN ARC LENGTH OF 805.73 FEET, A DELTA ANGLE OF 61°49'50", WITH A CHORD LENGTH OF 767.19 FEET BEARING N30°29'23"W; THENCE N61°24'18"W, 267.22 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 770.00 FEET, AN ARC LENGTH OF 147.87 FEET, A DELTA ANGLE OF 11°00'11", WITH A CHORD LENGTH OF 147.64 FEET BEARING N55°54'13"W TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF SAID EAGLE RIDGE DRIVE; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID POWDER HORN ROAD AND CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SAID EAGLE RIDGE DRIVE THE FOLLOWING COURSES: N41°27'31"E, 41.54 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS 175.00 FEET, AN ARC LENGTH OF 243.33 FEET, A DELTA ANGLE OF 79°40'04", WITH A CHORD LENGTH OF 224.20 FEET, BEARING N01°37'29"E TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 11.59 ACRES, MORE OR LESS;

585

769



**EXHIBIT "A"**

**Legal Description  
of  
The Powder Horn Cottages at the Hub**

A tract of land located in the SW1/4SE1/4 of Section 33, Township 55 North, Range 84 West, and the NW1/4NE1/4 of Section 4, Township 54 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, being more particularly described as follows:

Beginning at a point located S 89°44'28" W, 506.40 feet from the East 1/16 Corner of said Sections 33 and 4; thence S 08°28'54" E, 50.00 feet; thence along a curve to the right with a length of 98.39 feet, a radius of 877.25 feet, a delta angle of 06°25'33", a chord bearing of S 84°43'53" W, and a chord length of 98.34 feet; thence S 00°15'51" W, 203.40 feet; thence along a curve to the right with a length of 256.26 feet, a radius of 785.00 feet, a delta angle of 18°42'15", a chord bearing of S 10°19'11" W, and a chord length of 255.13 feet; thence S 19°40'18" W, 184.00 feet; thence along a curve to the right with a length of 139.42 feet, a radius of 225.00 feet, a delta angle of 35°30'10", a chord bearing of S 37°25'24" W, and a chord length of 137.20 feet; thence along the easterly right-of-way line of Club House Drive along a curve to the left with a length of 228.15 feet, a radius of 1030.00 feet, a delta angle of 12°41'29", a chord bearing of N 27°44'20" W, and a chord length of 227.69 feet; thence along said easterly boundary N 34°05'05" W, 597.28 feet; thence leaving said easterly right-of-way N 59°45'39" W, 63.81 feet; thence along a curve to the right with a radius of 420.29 feet, a radius of 540.00 feet, a delta angle of 44°35'40", a chord bearing N 82°03'30" E, and a chord length of 409.77 feet; thence along a curve to the left with a length of 107.16 feet, a radius of 555.00 feet, a delta angle of 11°03'47", a chord bearing N 81°10'33" W, and a chord length of 107.00 feet; thence N 88°48'01" W, 45.02; thence along a curve to the left with a length of 90.75 feet, a radius of 827.25 feet, a delta angle of 06°17'08", a chord bearing S 84°39'40" W, and a chord length of 90.71 feet to the point of beginning.

Said tract contains 6.41 acres more or less.



538334 CORRECTED AFFIDAVIT  
BOOK 473 PAGE 0594  
RECORDED 04/25/2006 AT 02:45 PM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

**CORRECTIVE AFFIDAVIT REGARDING DESCRIPTION**  
**AS TO**  
**EXTENSION OF THE POWDER HORN**  
**RESIDENTIAL DEVELOPMENT STANDARDS**  
**AND**  
**FOURTEENTH SUPPLEMENTARY DECLARATION OF**  
**COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR THE POWDER HORN**

PURSUANT TO THE AUTHORITY OF W.S. § 34-11-101, and more particularly under W.S. § 34-11-101[b] for the purpose of resolving a conflict and ambiguity in the description of lands in a previously recorded instrument, the undersigned Affiant, Homer Scott, Jr., first properly being sworn, states and affirms as follows with regard to the **AFFECTED PROPERTY**, which herein below is described, as corrected:

**AFFECTED PROPERTY:**

**CORRECTED EXHIBIT A**

The property which is described upon and within that certain **Corrected Plat Of Powder Horn Cottages At The Hub**, which is recorded and filed in Drawer "P" of Plats in the office of the Clerk and Recorder of Sheridan County, State of Wyoming, being denoted therein as Plat No. 77; and which describes the following lands in **Sheridan County, State of Wyoming**, to wit:

**A Tract of land located in the SW ¼ SE ¼ of Section 33, Township 55 North, Range 84 West, and in the NW ¼ NE ¼ of Section 4, Township 54 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming; being more particularly described as follows:**



Beginning at a point located S 89° 44' 28" W, 506.40 feet from the East 1/16 Corner of said Sections 33 and 4; thence, S 08° 28' 54" E, 50 feet; thence, along a curve to the right with a length of 69.98 feet, a radius of 877.25 feet, a delta angle of 04° 34' 15" a chord bearing of S 83° 48' 13" W, and a chord length of 69.96 feet; thence, along a curve to the right with a length of 26.51 feet, a radius of 605.00 feet, a delta angle of 02° 30' 37", a chord bearing of S 87° 20' 39" W, and a chord length of 26.51 feet; thence, S 00° 58' 04" W, 153.63 feet; thence, along a curve to the right with a length of 256.26 feet, a radius of 785 feet, a delta angle of 18° 42' 15", a chord bearing of S 10° 19' 11" W, and a chord length of 255.13 feet; thence, S 19° 40' 18" W, 184.00 feet; thence, along a curve to the right with a length of 139.42 feet, a radius of 225.00 feet, a delta angle of 35° 30' 10", a chord bearing of S 37° 25' 24" W, and a chord length of 137.20 feet; thence along the easterly right-of-way line of Club House Drive along a curve to the left with a length of 228.15 feet, a radius of 1030.00 feet, a delta angle of 12° 41' 29", a chord bearing of N 27° 44' 20" W, and a chord length of 227.69 feet; thence, along said easterly right-of-way N 34° 05' 05" W, 559.88 feet; thence, leaving said easterly right-of-way, N 59° 45' 39" E, 38.39 feet; thence, along a curve to the right with a length of 132.38 feet, a radius of 780.00 feet, a delta angle of 09° 43' 28", a chord bearing of N 64° 37' 23" E, and a chord length of 132.22 feet; thence, along a curve to the right with a length of 307.17 feet, a radius of 495.00 feet, a delta angle of 35° 33' 17", a chord bearing of N 87° 15' 46" E, and a chord length of 302.27 feet; thence, along a curve to the left with a length of 183.57 feet, a radius of 555.00 feet, a delta angle of 18° 57' 04", a chord bearing of S 84° 26' 08" E, and a chord length of 182.74 feet; thence, along a curve to the left with a length of 65.99 feet, a radius of 827.25 feet, a delta angle of 04° 34' 15", a chord bearing of N 83° 48' 13" E, and a chord length of 65.98 feet, to the point of beginning.

[Said Tract containing 6.41 acres, more or less.]

Which said Tract by and through that aforesaid Plat now is subdivided into Lot Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27; and which includes also the Common Area described as "Outlot A", as shown on the said subdivision Plat; and, which pertains also to the Dedicated Area for access, as shown on the said subdivision Plat.

**AFFIDAVIT:**

[1] The undersigned **Affiant, Homer Scott, Jr.**, is the Manager, and a Member, of Powder Horn Ranch, L.L.C., [a Wyoming limited liability company] and is the Manager, and a Member, of Powder Horn Ranch - 2, L.L.C., [a Wyoming limited liability company], whose business address is 23 Country Club Lane, Sheridan, Wyoming 82801, which is within the County of Sheridan, State of Wyoming. The said **Affiant** has direct and personal knowledge of the facts and circumstances which are associated with the formation of the above-described **Powder Horn Cottages At The Hub** subdivision in the County of Sheridan, State of Wyoming; and, has direct and personal knowledge of the previously filed [incorrect] Plat and of the above-described **Corrected Plat**; and, has direct and personal knowledge of other documents which accomplish and are associated with the formation of the said subdivision. The said **Affiant** is an adult person, who is familiar with relevant facts, and who would be competent to testify in open Court concerning such relevant facts. Therefore, the said **Affiant** believes that the **Affiant** is qualified under W.S. § 34-11-101[a] to make and to file this statutory **AFFIDAVIT**, and makes this **AFFIDAVIT** upon the basis of the best knowledge and belief of the said **Affiant**.

[2] The said **Affiant** has examined the records of the Clerk and Recorder of Sheridan County, State of Wyoming, with reference to the above described **AFFECTED PROPERTY**, and thereby is informed that the above-described **Corrected Plat Of Powder Horn Cottages At The Hub**, which is recorded and filed in Drawer "P" of Plats in the office of the Clerk and Recorder of Sheridan County, State of Wyoming, being denoted therein as



**Plat No. 77**, replaces a previously recorded Plat, which said previously recorded Plat contained an error in its legal description, and which said previously recorded Plat now has been vacated. The aforesaid **Corrected Plat**, and the description herein above of the **AFFECTED PROPERTY**, contain and state the correct legal description of the lands which constitute the aforesaid subdivision.

[3] Heretofore, on **December 2, 2005**, the Powder Horn Ranch, L.L.C., and the Powder Horn Ranch – 2, L.L.C., acting by and through the **Affiant**, caused that certain **EXTENSION OF THE POWDER HORN RESIDENTIAL DEVELOPMENT STATDARDS** document [a copy of which hereto is appended, is marked as **ATTACHMENT NO. 1**, and is incorporated herein by this express reference], as signed and acknowledged by the **Affiant**, to be recorded in **Book 469 of Deeds**, commencing at **Page 600**, with reference to the **Powder Horn Cottages At The Hub** subdivision in Sheridan County, State of Wyoming, which said document, however, contained an error in the description of lands that was stated in the “Exhibit A” that was appended to the said **EXTENSION OF THE POWDER HORN RESIDENTIAL DEVELOPMENT STATDARDS** document. The correct legal description of the lands affected by that said EXTENSION OF THE POWDER HORN RESIDENTIAL DEVELOPMENT STATDARDS document [i.e., ATTACHMENT NO. 1 hereto appended and incorporated herein by this reference] is the AFFECTED PROPERTY which herein above is described in this AFFIDAVIT.

[4] Heretofore, on **December 2, 2005**, the Powder Horn Ranch, L.L.C., and the Powder Horn Ranch – 2, L.L.C., acting by and through the **Affiant**, caused that certain **FOURTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE POWDER HORN** document [a copy of which hereto is appended, is marked as **ATTACHMENT NO. 2**, and is incorporated herein by this express reference], as signed and acknowledged by the **Affiant**, to be recorded in **Book 469 of Deeds**, commencing at **Page 602**, with reference to the **Powder Horn Cottages At The Hub** subdivision in Sheridan County, State of Wyoming, which said document, however, contained an error in the description of lands that was stated in the “Exhibit A” that was appended to the said **FOURTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE POWDER HORN** document. The correct

legal description of the lands affected by that said FOURTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE POWDER HORN document [i.e., ATTACHMENT NO. 2 hereto appended and incorporated herein by this reference] is the AFFECTED PROPERTY which herein above is described in this AFFIDAVIT.

FURTHER AFFIANT SAITH NOT with regard to the above-stated matters; and, first properly being sworn, does sign below on the 25 day of April, 2006.

Homer Scott, Jr.  
Homer Scott, Jr., Affiant

VERIFICATION & ACKNOWLEDGMENT

STATE OF WYOMING       )  
                                      )  
County Of Sheridan       )       ss.

This \_\_\_\_\_ day of April, 2006, the foregoing **CORRECTIVE AFFIDAVIT REGARDING DESCRIPTION / AS TO EXTENSION OF THE POWDER HORN / RESIDENTIAL DEVELOPMENT STANDARDS / AND / FOURTEENTH SUPPLEMENTARY DECLARATION OF / COVENANTS, CONDITIONS, AND RESTRICTIONS / FOR THE POWDER HORN** was sworn-to, signed, and acknowledged by **Homer Scott, Jr.**, who appears therein as the **Affiant**, and who personally is known to me; as witnesseth my hand and official seal.



Carolyn A. Byrd  
Notary Public

My commission expires: 7-25-07

600

526562 NOTICE  
BOOK 469 PAGE 0600  
RECORDED 12/02/2005 AT 03:00 PM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

EXTENSION OF THE POWDER HORN

RESIDENTIAL DEVELOPMENT STANDARDS

The Design Review Committee having adopted The Powder Horn Residential Development Standards, Powder Horn Ranch, LLC, a Wyoming Limited Liability Company, and Powder Horn Ranch - 2, L.L.C., a Wyoming Limited Liability Company, adopt the following resolution:

Whereas, pursuant to the authority granted to the Design Review Committee in Article IX of the Declaration of Covenants, Conditions and Restrictions for the Powder Horn, Residential Development Standards were adopted on June 22, 2000, effective June 27, 2000, and recorded July 6, 2000, in Book 416, Pages 166 through and including page 198 of the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds.

RESOLVED: Now therefore, that the said Powder Horn Residential Development Standards, be, and hereby are, extended to all areas of the Powder Horn Ranch development including those areas legally described on Exhibit "A" attached and incorporated herein by this reference

IN WITNESS WHEREOF Powder Horn Ranch, LLC and Powder Horn Ranch - 2, L.L.C. have caused this Extension of the Powder Horn Residential Development Standards for The Powder Horn to be executed this 30<sup>th</sup> day of November, 2005.

POWDER HORN RANCH, LLC

By: Homer Scott Jr.  
Manager

POWDER HORN RANCH - 2, L.L.C.

By: Homer Scott Jr.  
Manager

STATE OF WYOMING )  
 ) ss.  
County of Sheridan )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of November, 2005, by Homer Scott, Jr., Manager of Powder Horn Ranch, LLC, and Manager of Powder Horn Ranch - 2, L.L.C.



WITNESS my hand and official seal.

599

Carolyn A. Byrd  
Notary Public

My commission expires 7-25-07

ATTACHMENT NO. 1 Page 1 of 1

**LEGAL DESCRIPTION**

Lots 1, 2, 3, 4, 5, 6, 7 and 8, East Falls at Powder Horn Ranch.

A subdivision in Sheridan County, Wyoming, as filed as Plat E-18, in the Office of the Sheridan County Clerk.



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EXHIBIT "A"

Lots 1, 2, 3, 4, 5 and 6, St. Andrews Row at Powder Horn Ranch. A subdivision in Sheridan County, Wyoming filed as Plat S-122 in the Office of the Sheridan County Clerk.



**LEGAL DESCRIPTION  
POWDER HORN RANCH  
MINOR No. 22 SUBDIVISION  
6.77 ACRES**

Lots 1, 2, 3, 4, and 5 of Powder Horn Ranch Minor No. 22 Subdivision.

Formerly described as: A tract of land located in the Northeast Quarter (NE¼) of Section 4, Township 54 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, being more particularly described as follows:

Beginning at a point on the westerly Right-of-Way of Canyon View Drive, said point located S04°46'55"E, 1171.97 feet from the East Sixteenth (E1/16) corner between said Section 4 and Section 33, Township 55 North, Range 84 West; thence along said westerly Right-of-Way S17°28'20"W, 125.71 feet; thence continuing along said westerly Right-of-Way along a curve to the left with a radius of 285.00 feet, a central angle of 44°47'04", an arc length of 222.77 feet, and a chord bearing and distance of S04°55'12"E, 217.14 feet to the northernmost corner of Block AA, Powder Horn Ranch-2, Planned Unit Development, Phase One; thence along the northwesterly line of said Block AA S51°56'55"W, 693.30 feet; thence leaving the northwesterly line of said Block AA N39°14'09"W, 238.32 feet; thence N89°38'39"W, 128.00 feet to a point on the easterly Right-of-Way of Clubhouse Drive; thence along said easterly Right-of-Way along a non-tangent curve to the right with a radius of 1525.00 feet, a central angle of 01°52'54", an arc length of 50.08 feet, and a chord bearing and distance of N02°52'57"W, 50.08 feet; thence leaving said easterly Right-of-Way S89°38'39"E, 219.70 feet; thence N33°55'54"E, 169.82 feet; thence N02°12'32"E, 61.79 feet; thence N15°25'04"W, 72.34 feet; thence N11°09'36"E, 180.05 feet; thence N56°24'47"E, 77.49 feet; thence S79°49'03"E, 135.54 feet; thence N72°07'41"E, 212.58 feet; thence S88°10'02"E, 113.61 feet to the point of beginning, said tract containing 6.77 acres, more or less.

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780

EXHIBIT "A"

030720

Parcel One

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of The Grove at the Powder Horn.

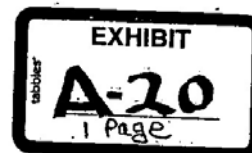
A subdivision in Sheridan County, Wyoming filed in Drawer G, Number 21 in the Office of the Sheridan County Clerk.

Parcel Two

Lots 1, 2, 3, 4, 5, 6 and 7 of West Falls at the Powder Horn.

A subdivision in Sheridan County, Wyoming filed in Drawer W, Number 62 in the Office of the Sheridan County Clerk.

343



**EXHIBIT A****TO THE****NINETEENTH SUPPLEMENTARY DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR THE POWDER HORN****Tract No. 1:**

Powder Horn Ranch Planned Unit Development Phase Five, Block A, All Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61; and, streets, roadways, and easements for installation and maintenance of streets, roadways, utilities, irrigation and drainage facilities, and other common areas; as appears in the Plat thereof filed of record on January 7, 2000, as Plat No. P-50, in the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds

**Tract No. 2:**

Powder Horn Ranch Planned Unit Development Phase Five-A; being a replat of Lots 12 through 21, Block A, of Powder Horn Ranch Planned Unit Development Phase Five, into re-platted Lots 12 through 17; and, streets, roadways, and easements for installation and maintenance of streets, roadways, utilities, irrigation and drainage facilities, and other common areas; as appears in the Plat thereof filed of record on July 28, 2006, in Drawer P, as Plat No. 78, in the Records of the Sheridan County Clerk and Ex-Officio Register of Deeds

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**TWENTY-FIRST SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR THE POWDER HORN**

**THIS TWENTY-FIRST SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE POWDER HORN** ("Twenty-First Declaration") instrument is made effective the 18th day of June, 2015, by the **Board of Directors of the Powder Horn Homeowners Association, Inc., a nonprofit association** ("Board").

This instrument applies to and binds all of the lands which are described in the Twentieth Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn, recorded September 22, 2010 in Book 518 at Page 734 of the Sheridan County, Wyoming land records ("Twentieth Declaration"), and as hereafter amended, all additions to, re-plats of, further or minor subdivisions of, and other modifications in legal description of the said Property.

**WHEREAS** the members of the Powder Horn Homeowners Association met by annual meeting on **June 18, 2015**, and, by the consent of 75% of the Owners, authorized and directed the President of the Association to Execute this Twenty-First Declaration, pursuant to Article XII, Section 12.04 of the Declaration of Covenants Condition and Restrictions for the Powder Horn, recorded on September 27, 1995 in Book 375 at Page 563 ("Original Declaration") of the Sheridan County, Wyoming land records, and as amended thereafter.

**NOW, THEREFORE**, it is hereby resolved that the terms of the Original Declaration shall be modified, amended, changed, and enlarged as stated below.

[1] Section 12.02 is modified, amended, changed, and enlarged in the entirety as follows:  
"12.02 \* \* \*

- (a) [Delete]
- (b) To sign, execute, acknowledge, deliver and record any and all instruments which establish, adopt, modify, amend, change, enlarge, contract or abandon the terms within this Declaration, or any part hereof, with such clause(s), recital(s), covenant(s), agreement(s) and restrictions(s) as Declarant shall deem necessary, proper and expedient in the circumstance of a change or modification of ownership or boundaries of the Property.
- (c) To sign, execute, acknowledge, deliver and record any and all instruments which establish, adopt, modify, amend, change, enlarge, contract or abandon the subdivision plat(s) of the Property, or any part thereof, with any easements and rights-of-way to be therein contained as the Declarant shall deem necessary, proper and expedient under the conditions as may then be existing (provided that no plat affecting lands of existing owners other than the Declarant shall be changed or abandoned without notice to and majority consent of those affected owners).
- (d) The right, powers, and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force as of July 1, 2015, and shall remain in full force and effect thereafter until July 1, 2045, unless otherwise extended by action of the Board.

[2] The portion of ARTICLE I DEFINITIONS that is denoted as Paragraph "(b) Common Areas..." is modified, amended, changed, and enlarged in the entirety as follows:

(b) "Common Areas" do not and shall not include the golf course, but shall mean and refer to any and all areas of land within the Property which are known and which are described or designated by Declarant to be common green, common areas, recreational easements, greenbelts, open spaces, out-lots, or streets on any recorded subdivision plat that describes subdivided portions of lands within the Property; and, also may include without thereby intending limitation any other permanent roads or streets within the Property that Declarant

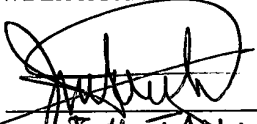


dedicates to public use; and, also may include without thereby intending limitation any lands, easements, or rights-of-way within the Property as described or declared by Declarant to be devoted to utilities that serve platted Lots or other improved lands within the Property owned by Declarant, which may include, but are not thereby limited to utilities that Declarant designates for sewage or wastewater treatment, or designates for storm-water collection and discharge, or designates for distribution of lawn, garden, or other landscaping irrigation water, or generally to enable the emplacement and operation of other utilities which Declarant describes or designates as being intended for or devoted to the common use and enjoyment of the Members of the Association. Declarant intends and declares that the term "Common Areas" also shall include and apply to any and all improvements that now exist, or that hereafter may be made to, constructed upon, or installed upon or underlying lands, easements, or rights-of-way which Declarant describes or designates as Common Areas under this Declaration, at any amendment of this Declaration. Declarant intends and declares that the term "Common Areas" also shall include and apply to any and all equipment, accessories, and machinery that Declarant describes or designates to be used in or for the operation or maintenance of any portion of the said Common Areas which consist of land, easements, rights-of-way, and improvements thereto, thereupon, or thereunder, and also shall include and apply to any and all replacements of or additions to such described or designated equipment, accessories, and machinery. Declarant intends and declares that the term "Common Areas" also shall encompass and include any additions to or replacements of such Common Areas. The Common Areas within the Powder Horn residential community generally may include, but are not intended thereby to be limited or restricted to, streets or other roads that Declarant dedicates to public use; and, lands, easements, or rights-of-way that Declarant dedicates to utilities that are intended to serve and be devoted to the common use and enjoyment of the Members of the Association and Declarant, including but not thereby being limited to sewage and other wastewater treatment utility facilities, or storm-water collection and discharge structures and facilities, or lawn, garden and landscaping irrigation water utility facilities; provided, however, that Declarant specifically and expressly declares that the term "Common Areas" does not and shall not include the lands, improvements, or appurtenances that comprise the golf courses, clubhouse, and other supporting recreational facilities which Declarant owns and maintains within the perimeter of the Property; and, provided, further, that the term "Common Areas") as used and applied under this Declaration shall be limited to those lands, easements, or rights-of-way that Declarant describes and designates as such in accord with the provisions of this Declaration, Declarant shall hold record title to the Common Areas that Declarant describes and designates pursuant to this Declaration, consistent with the residential community objectives that Declarant envisions for the Property under this Declaration, and subject to the easement of use, recreation, and enjoyment of Common Areas of the Members of the Association as such easement is defined in and limited by ARTICLE V of this Declaration, for an indefinite period of time; and, at a point in time deemed appropriate by the Board, but not later than July 1, 2025 ("transfer date"), record title to the Common Areas will be transferred from the Declarant to the Association, provided however, that the transfer date may be extended in additional five year increments upon the mutual agreement of the Board and the Declarant.

[3] All capitalized terms used in this Twenty-First Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn, except as otherwise defined in this instrument, shall have the same meaning as stated originally in the Original Declaration.

**IN WITNESS WHEREOF** the Owners have caused this Twenty-First Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn to be signed below by the duly authorized **President of the Board of Directors of the Powder Horn Homeowners Association, Inc.** effective on the 18<sup>th</sup> day of June, 2015.

**POWDER HORN HOMEOWNERS ASSOCIATION, INC.**

By:   
J. M. TAYLOR, President



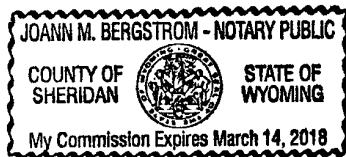
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BOOK: 554 PAGE: 361 FEES: \$40.00 PK DECLARATION OF COV  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

STATE OF WYOMING     )  
                                      ) ss.  
COUNTY OF SHERIDAN    )

The foregoing instrument, titled as the Twenty-First Supplementary Declaration Of Covenants, Conditions, And Restrictions For The Powder Horn was signed and acknowledged before me this 20<sup>th</sup> day of July, 2015, by Jim Taylor, who personally is known to me, acting in his capacity as **President of the Powder Horn Homeowners Association, Inc.**; as witnesseth my hand and official seal.

Joann M. Bergstrom  
Notary Public

My commission expires: March 14, 2018





## **TWENTY-SECOND SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE POWDER HORN**

**THIS TWENTY-SECOND SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE POWDER HORN** ("Twenty-Second Declaration") instrument is made effective on the dates set forth herein, by the **Board of Directors of the Powder Horn Homeowners Association, Inc., a nonprofit association** ("Board").

This instrument applies to and binds all of the lands which are described in the Twenty-First Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn, recorded July 23, 2015 in Book 554 at Page 359 of the Sheridan County, Wyoming land records ("Twenty-First Declaration"), and as hereafter amended, all additions to, re-plats of, further or minor subdivisions of, and other modifications in legal description of the said Property.

**WHEREAS** the members of the Powder Horn Homeowners Association met by annual meeting on June 21, 2017, and, by the consent of 75% of the Owners, authorized and directed the President of the Association to Execute this Twenty-Second Declaration, pursuant to Article XII, Section 12.04 of the Declaration of Covenants Conditions and Restrictions for the Powder Horn, recorded on September 27, 1995 in Book 375 at Page 563 ("Original Declaration") of the Sheridan County, Wyoming land records, and as amended thereafter.

**WHEREAS** the members of the Powder Horn Homeowners Association desire to amend the covenants to further revise the definition of "Lot" as set forth in Article I, Definitions, subparagraph (e) of the Original Declaration and further amended in the Seventh Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn, recorded on April 11, 2000, in Book 413 at Page 667 of the Sheridan County, Wyoming land records.

**WHEREAS** the members of the Powder Horn Homeowners Association desire to amend the covenants pertaining to "Walls and Fences" as set forth in Section 9.09 of Article IX of the Original Declaration.

**WHEREAS** the members of the Powder Horn Homeowners Association desire to amend the covenants pertaining to "On Site Parking" as set forth in Section 9.07 of Article IX of the Original Declaration and further amended in the Ninth Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn, recorded July 24, 2002, in Book 435 at Page 681 of the Sheridan County, Wyoming land records.

**NOW, THEREFORE**, it is hereby resolved that the terms of the Original Declaration shall be modified, amended, changed, and enlarged as stated below.



[1] Article I, Definitions, subparagraph (e) "Lot" is modified, amended, changed, and enlarged in the entirety as follows:

(e) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Property as amended from time to time, which is designated as a lot therein, and which is or will be improved with a residential dwelling in conformity with the building restrictions herein set forth. "Adjoining Lot" shall mean and refer to a Lot which is adjacent to any other Lot as shown on any recorded plat of the Property. Any reference in Article IX hereof to the visibility of an item from any Adjoining Lot shall mean the visibility of such item from the ground level of the structure located on the Adjoining Lot and not the second story of a two-story dwelling located thereon.

(i) For purposes of calculating association fees and membership rights, a lot owner who builds on two lots, thereafter rendering it impossible to split the lots or sell them separately, shall be considered the owner of one lot.

(ii) For purposes of calculating association fees and membership rights, an owner of multiple lots who seeks through the act of replatting lots and thereby reducing the number of lots to a lesser number of lots shall be assessed by the association for the total of all lots owned prior to any replat, with the exception of the condition stated in subparagraph (e)(i) above.

(iii) If two or more property owners jointly own a lot, each property owner will be assessed by the association for their portion of the property owned.

[2] Article IX, Architectural and Landscape Control, Section 9.09 "Walls and Fences" is modified, amended, changed, and enlarged in the entirety as follows:

9.09 Walls and Fences. Site walls or fences must appear as a visual extension of the residence, incorporating similar or compatible materials, colors and finishes whenever possible. Fences or privacy walls may be constructed of brick or stone masonry, stucco over concrete masonry, wood board (cedar or redwood), split rail, natural log, ornamental iron, coated chain link, or tasteful combination thereof. Galvanized chain link and wire fencing are prohibited, except that wire fencing may be allowed as an infill to wood board, split rail, or log fencing described above. Fencing and privacy walls may not exceed six feet in height above finished grade and must comply with the setback requirements defined in Section 9.03. Fences and privacy walls may be constructed solely for the purpose of enclosing or partially enclosing recreational areas such as patios or swimming pools. Privacy walls and fences enclosing entire or substantially all of an Owner's property are expressly prohibited. All fences and/or privacy walls must be approved by and are at the discretion of the Design Review Committee.



Exceptions:

(a) On all lots which abut the golf course, it is anticipated that the Declarant will construct and maintain the golf course fence. This particular fence shall consist of a two-pole fence with a natural seal coat. The fence shall be approximately 42 inches high from finished grade. If the Owner of a golf course lot wishes to construct a fence of the type previously described, any such fence within the golf course setback as defined in Section 9.03 must be of the same transparent pole fence design as described herein.

(b) Only two styles of fencing will be permitted within the cluster tracts, the two-pole fence described in exception (a), above, or wood fencing, as described below. Stain or paint colors for wood fencing in the cluster tracts shall be limited to a range of medium to dark gray or earth tone color, as determined appropriate by the Design Review Committee.

Segments of fencing which extend outward from the side wall of a residence must be held back from the front corners of the residence a minimum distance of ten feet. Fences may not encroach into any street frontage setback.

Wood fences must be double faced so that stringers and posts are partially concealed: Wood slats shall be of cedar or redwood, 4 to 8 inches in width, installed vertically or horizontally. Wood fences must have a continuous horizontal wood cap; uncapped slat ends will not be allowed. Fences may be left natural with a linseed oil based preservative application, or may be stained or painted.

Structural retaining walls may not exceed an above-grade height of six feet. Multiple terraced retaining walls must be utilized where the overall height of retained earth exceeds six feet. Retaining walls may be constructed of cast concrete, or engineered brick or concrete masonry; however, all exposed wall surfaces and edges must be treated with an approved finish, such as brick or stone veneer, painted stucco, or split-face texture with custom color, so as to blend unobtrusively with its natural surroundings. All retaining walls must include suitable drainage systems and weep holes to relieve ground water and hydrostatic pressure.

Dry-stack retaining walls of native stone do not require any supplemental facing or finish. All dry-stack retaining walls over two feet in height must slope against the grade a minimum of 4:1, (one foot back for each four feet in height). Dry-stack retaining walls must not be subjected to watershed run-off.

[3] Article IX, Architectural and Landscape Control, Section 9.07 "On Site Parking" is modified, amended, changed, and enlarged in the entirety as follows:



9.07. On Site Parking. The following on site parking rules and procedures shall be followed:

- (a) Each single-family residential dwelling shall provide an enclosed garage space to shelter a minimum of two conventional automobiles or pickups, and sufficient driveway space (within the boundaries of the lot) for the parking of at least two guest automobiles or pickups. A pickup is defined as having a 1.0 ton or less capacity.
- (b) Homeowners who possess trucks (truck or pickup larger than 1.0 ton capacity), non-operating or non-licensed automobiles, buses, motor homes, fifth wheel trailers, camper trailers, camper vehicles (except camper shells mounted upon pickups), hauling trailers, horse trailers, boats, motorcycles, snowmobiles, jet ski machines, ATV's, golf carts or any other motorized vehicle (other than a conventional automobile or pickup), must store or park such vehicles within an enclosed garage (screened parking areas do not qualify as an enclosed garage or storage area). Over-the-road tractors, flat bed trucks, work vehicles (not an automobile or pickup), and farm tractors are not allowed for enclosed storage.
- (c) The maximum number of owner vehicles allowed in the owner's open driveway area is four.
- (d) On-site outdoor parking areas for vehicles shall be approved concrete or asphalt surfaces. Gravel, grass, or dirt surfaces will not be permitted.
- (e) The parking of a guest's recreational vehicles, trucks with campers, fifth wheel trailers, or other guest items (exclusive of automobiles or pickups) is limited to 72 hours. School buses are prohibited. There is no time restriction for a guest's car or pickup. The parking of an owner's ATV, camper, fifth wheel trailer, travel or hauling trailers, boats, snowmobiles, golf carts, jet ski machines, and recreational vehicles outside of the enclosed garage or storage area is restricted to 72 hours at a time. It is not intended for vehicles to be simply moved and repositioned, and the frequency of the parking of vehicles shall be monitored so as to preclude abuse of the policy. The Association strongly requests, where physically possible, RV's and other vehicles be parked in the property owner's driveway versus the street, so as to promote safe traffic flow and access for emergency vehicles.
- (f) Owner over-the-road tractors, flat bed trucks, farm tractors, garden tractors, bobcats, work vehicles (not an automobile or pickup), and delivery and repair trucks are restricted to daylight parking only.



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 BOOK: 567 PAGE: 519 FEES: \$46.00 SM DECLARATION OF COV  
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

[4] The Amendment to Article I, Definitions, subparagraph (e), defining "Lots", shall be effective January 1, 2018. All replats undertaken after that date will be subject to the conditions of this amendment for purposes of assessing association fees and membership rights. All other Amendments provided for herein shall be effective July 1, 2017.

[5] All capitalized terms used in this Twenty-Second Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn, except as otherwise defined in this instrument, shall have the same meaning as stated originally in the Original Declaration.

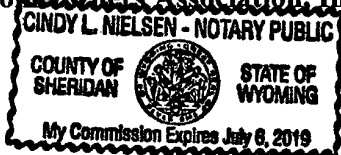
**IN WITNESS WHEREOF** the Owners have caused this Twenty-Second Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn to be signed below by the duly authorized **President of the Board of Directors of the Powder Horn Homeowners Association, Inc.** effective on the dates set forth herein.

**POWDER HORN HOMEOWNERS ASSOCIATION,  
 INC.**

By: Ed Hawkinson  
 Ed Hawkinson, President

STATE OF WYOMING     )  
   ) ss.  
 COUNTY OF SHERIDAN    )

The foregoing instrument, titled as the Twenty-Second Supplementary Declaration of Covenants, Conditions, And Restrictions For The Powder Horn was signed and acknowledged before me this 29<sup>th</sup> day of June, 2017, by Ed Hawkinson, who personally is known to me, acting in his capacity as **President of the Powder Horn Homeowners Association, Inc.** as witnesseth my hand and official seal.



Cindy L. Nielsen  
 Notary Public

My commission expires: July 16, 2019

**NO. 2017-735754 DECLARATION OF COVENANTS**  
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
 LONABAUGH & RIGGS DRAWER 5059  
 SHERIDAN WY 82801