

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

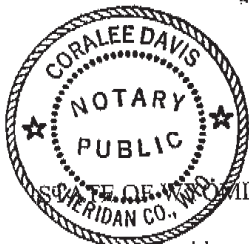
By: \_\_\_\_\_

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.