

THE TENTH HOLE ESTATES - PHASE 1**BY****GILLETTE LAND III, LLC****DECLARATION OF PROTECTIVE COVENANTS****KNOWN ALL MEN BY THESE PRESENTS:**

THAT Gillette Land III, LLC, a Wyoming LLC located at 2005 Central Ave., Cheyenne, WY 82001 (the "Declarant"), is owner of all the certain property situated in Campbell County, State of Wyoming known and described as:

Block 1: Lots 1-17**Block 4: Lots 9-15**

of the Tenth Hole Estates - Phase 1 to the City of Gillette, Wyoming according to the official plat thereof as recorded with the Campbell County Clerk of Campbell County, Wyoming (hereinafter the "Tenth Hole Estates - Phase 1" when referring to the development the "Lots" when referring to the specific lots within the development).

In order to ensure the beneficial use and development of said property, to prevent the impairment of attractiveness of said property, and to maintain property values therein; the undersigned desires hereby to make and impose upon said real property the restrictions and limitations hereafter set forth;

For good and valuable consideration, Gillette Land III, LLC, does hereby specify and declare the following restrictions and limitations which shall be and constitute covenants running with the land insofar as said Lots are concerned and shall be binding upon the undersigned and persons claiming under it, and shall be for the benefit of, as well as limiting and restricting all future owners of the specified Lots (these "Covenants"), to wit:

1. **INTENT.** It is the intent of these covenants to protect and enhance the value, desirability, and attraction of the Tenth Hole Estates - Phase 1; to protect the use, enjoyment, and value of Lots, to protect the Lot owners ("Lot Owners") and/or occupants from improvements constructed on other Lots within the Tenth Hole Estate - Phase 1 which may depreciate the value and/or restrict the use of their Lot(s); to prevent the construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the homes and improvements constructed on Lots within the Tenth Hole Estate - Phase 1; to encourage the construction and maintenance of appropriate structures and improvements; to encourage the provision of adequate and suitable landscaping and the proper location of improvements. The restrictions imposed by these covenants are intended to be kept to a minimum while preserving health, safety, and welfare of the Owners and/or occupants and the right of

each and all against undue noise and danger. It is further intended to provide by these covenants that disturbance of the open space environment be kept to a minimum.

2. DECLARANT CONTROL. Gillette Land III, LLC is the Declarant of these Covenants for The Tenth Hole Estates - Phase 1. A period of Declarant control is hereby established beginning with the filing of the covenants and extending for a twenty (20) year period with automatic renewal for an additional 20 years if the Lots are still being Improved.
3. DECLARANT DEVELOPMENT RIGHTS. Declarant expressly reserves the right as the original developer of The Tenth Hole Estates - Phase 1 to combine or subdivide Lots, and to relocate boundaries of any portion of the plat or Lots owned by the Declarant as long as changes are created in accordance with City of Gillette ordinance(s) and applicable zoning.
4. FURTHER TENTH HOLE ESTATE - PHASE 1 RESTRICTION. No Lot may be further divided into smaller Lots except by Declarant.
5. RESIDENTIAL USE. The Lots shall be used exclusively for residential purposes; no building or structures shall be erected, placed or permitted to remain on any such Lot other than one private single family dwelling, specifically designed for the use and occupancy of one family, together with an attached garage.
6. COMMERCIAL USE PROHIBITED. No manufacturing, commercial, business or other enterprise, including religious undertaking that generates traffic or parking conflicts whether or not for profit, shall be operated, maintained or conducted on any such Lot, except home businesses or occupations (if authorized by applicable ordinances or statutes) which shall employ no one other than the Lot Owner(s) or their lineal ascendants or descendants. Any such home business shall be completely enclosed in the home structure, shall not generate traffic and shall have no sign or give notice of such business. No structure or any part thereof shall be used as a boarding or rooming house. No mineral extraction of any kind shall be conducted on any Lot. No sign, billboard or advertising devices (except a suitable sign used to facilitate the sale thereof or a political sign for a period commencing 60 days prior to a primary or general election, limited to six square feet and a height, not to exceed 3 feet, shall be erected, placed or permitted to remain on any Lot.
7. TEMPORARY BUILDINGS. No structure of a temporary character, trailer, mobile home, basement, tent, shack, barracks, garage, bam or other outbuildings shall be used on any Lot as storage or a family dwelling, either temporarily or permanently. This covenant shall not restrict a home builder from maintaining a temporary job site office, tool shed and/or lumber shed for the purpose of erecting dwelling, provided that the Architectural Control Committee ("ACC") shall have the authority to order the removal of said temporary structures when the same have been on the premises an unreasonable length of time or if same are unsightly or not kept in a neat and clean condition. The expected use for a construction related tool or job site shed or shelter

must be anticipated and so stated at the time of application for construction approval from the ACC. Said temporary construction tool shed or shelter will not be allowed to remain on any site more than twelve (12) months after the date on which construction is started, unless the ACC grants a time extension. No mobile home shall be used as a construction related work shed or converted to a permanent dwelling on any site.

8. VEHICLES.

- 8.1. No vehicles or trailers, except private passenger automobiles, light-duty trucks, and vans shall be parked or stored on any Lot or roadway of the Tenth Hole Estate - Phase 1 except as provided below. No parking of motorized vehicles shall be permitted on any designated trail and or open space with the exception of city owned maintenance equipment. Note motorized recreational-type vehicles are allowed to be parked for up to 48 hours per week on any Lot or roadway.
- 8.2. Vehicles which are not in condition to be operated legally on city streets or are in a state of disrepair shall not be parked on the street, driveway or on any portion of a Lot for a period of more than 24 hours at anyone time or as a repeated matter of practice.
- 8.3. No vehicles or trailers of any type, including campers and recreational equipment are allowed to be parked on any Lot except on designated driveways or specific parking locations allowed either by these covenants and or City of Gillette Ordinance.

9. TRASH. No Lot or open space shall be used or maintained as a dumping ground or storage area for rubbish, trash, garbage, grass, landscape clippings, or junk, specifically junked vehicles, unlicensed vehicles, vehicles which are not in running condition or are in a state of disrepair and/or appliances and similar objects. Trash, garbage or other waste shall be kept only in secured and anchored down sanitary containers and screened from public view and disposed of properly. All sanitary containers or disposal equipment shall be of the type and kind that can be removed and/or emptied on a regular basis. No burning of grass, weeds, trash, construction materials, waste or any other material of any sort shall be allowed at any time. All equipment for the storage or disposal of such material shall be kept in cleaned and sanitary condition. The landscaped area of a Lot is defined as the remainder of the Lot area not encumbered by a dwelling and garage footprint, driveways, or other specific landscaped areas that require approval from the ACC.

10. PETS; LIVESTOCK. No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. A limit of 3 domestic pets may be kept (but no more than two of which can be dogs). No pets shall run at large. No dangerous pets or other animals may be kept or raised or permitted on any Lot. Dogs may be kept in a fenced back yard or in a dog run. Runs shall be limited to 350 square feet. Any doghouse and runs shall abut the home structure and be shielded from view by screening fence not to exceed 6' in height. Lot Owners are responsible for the daily pick-up of all animal waste and feces on

their Lot and all other areas of the Tenth Hole Estates - Phase 1 that may be occupied by their pet.

11. **MANDATORY REPAIRS.** In the event of damage or destruction of any or all properties and improvements covered by these Covenants (specifically including curbs and sidewalks), regardless of cause or insurance coverage, the damaged property shall be promptly repaired or reconstructed at the present Owner's cost. Repairs and reconstruction shall be completed in such a way as to not change the outward appearance of the building or grounds.
12. **IMPROVEMENTS.** With respect to the improvements to be erected and situated on such Lots the following, together with all other provisions hereof, shall govern:
 - 12.1. **Construction Standards.** Foundations. All homes constructed shall meet International Building Code (IBC) standards as are in effect at the time of construction and shall be built on concrete footings, poured concrete, concrete block walls or slabs. No pre-fabricated homes shall be installed in the Tenth Hole Estates.
 - 12.2. **Review of the Plans.** No building shall be erected, placed or altered on any Lot until construction plans, specifications and plans showing the location of the structure have been approved by the ACC, as to quality of workmanship, materials, color and harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. Plans and specifications shall consist of a schematic print drawn to scale of front, rear, and site elevations, finish grade elevations, drainage and landscaping, a bill of materials or written description of materials to be used, a color scheme for the exterior, and the anticipated time frame for construction (the "Plans"). The ACC may, in its discretion, require additional documentation or samples.
 - 12.2.1. There is no mandatory "style" of architecture for dwellings or structures planned within the Tenth Hole Estate - Phase 1. The only constant is high quality and harmony within the Tenth Hole Estate - Phase 1, the general landscape, and surrounding Tenth Hole Estate - Phase 1 Lot Owner's dwellings.
 - 12.2.2. Earth toned colors are recommended for exterior finish materials, although more brilliant accent colors used judiciously and with restraint may be permitted. Colors shall be harmonious and compatible with colors of other residences on the Tenth Hole Estate - Phase 1. Exposed unfinished concrete and concrete blocks, unnatural brick tones, and silver finish aluminum doors and windows shall not be acceptable unless approved by the ACC. No corrugated-type metal buildings will be allowed. Any masonry must be earth toned colored unless otherwise approved, in writing, by the ACC.

12.2.3. Dwellings with a unfinished appearance or rugged used wood look or design shall not be permitted. Log homes are not permissible. A-frame type structures, dwellings on stilts and structures of a circular design will not be permitted.

12.2.4. No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of two chimney(s) and heat vent stack(s), without permission of the ACC. The color of the vent stacks must match the roof color or a dark color to be less noticeable.

12.2.5. Roofing may be shake, tile or good-quality asphalt or fiberglass laminated shingles, or as specifically allowed by the Committee. No rolled roofing (exposed to view) or T-Lock style shingle is allowed.

12.3. All single-family dwellings within the Tenth Hole Estate - Phase 1 shall have no less than a two-car garage (i.e., a garage with two 8 foot doors or one 16 foot door).

12.4. During construction, it shall be the Lot Owner's responsibility to insure that all construction related trash, waste, materials and debris are contained, the construction site is kept clean, and that all trash, debris or material of any kind not be allowed to litter other Lots, the Tenth Hole Estate - Phase 1's public road right-of-ways or other properties. All building materials must be secured and protected. Any dumpsters used during construction must be placed on the Lot, and not on any roadway.

12.5. Square Footage. The minimum square footage for residential structures, exclusive of porches, terraces, decks, basements (including walkout basements), and garages, based on the above grade fully enclosed and finished floor area is 1,300 square feet.

12.6. Fences. Yard fences may extend only from the rear of any Lot along Lot boundary lines to the front of the house thereon. No part of any such fence shall be forward of the front elevation of any such house and there shall be no front yard fencing. If a house is turned on a corner Lot, the fencing can extend to the face of said house. All fencing shall be installed at least 1' inside of sidewalks. Approved fences will be constructed of vinyl. Height of fences shall not exceed 72". Optional fences and material may be used with ACC approval.

12.7. Height and Width of Structures. Residential structures shall not exceed two stories in height above front yard grade. Private garages must be attached to the home but for oversized Lots the ACC may make exceptions on a case-by-case basis. Private garages shall not be constructed with greater than three car stalls facing the street (one stall shall be offset by a minimum of 24"), and the total door width shall not exceed 30 feet.

12.8. **Aerials, Flagpoles, Satellite Dishes.** Television antennas are prohibited. Specialty antennas utilized for purposes other than television and flagpoles must be approved by the ACC. Television satellite dishes may be allowed, but their location and screening design must take into account adjacent Lot Owner's views and the views from the public roadways, which serve the Tenth Hole Estate - Phase 1. Approval for the installation of satellite dishes must be obtained from the ACC prior to any installation.

12.9. **Utilities.** No overhead wires to outbuildings shall be allowed. All utilities shall be underground. Except for fences, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each Lot and all improvements on it shall be maintained continuously by the Lot Owner. Easements for installation and maintenance of utilities are reserved and are shown on the recorded plat of the Tenth Hole Estates - Phase 1.

12.10. **City Water System.** All Lots shall be served by the water system of the City of Gillette. No water wells of any sort shall be permitted as long as water service is furnished by the City of Gillette or its successor, with the exception of wells owned and operated by the City of Gillette used for the purpose of irrigating parks and open spaces.

12.11. **Sewage.** Each Lot shall be connected to the public sewer system. No sewage, waste, wastewater, trash, garbage or debris shall be emptied or discharged in any drainage way adjacent to the property. All toilet facilities must be a part of the residence or detached garage or structure and shall be of a modern flush type and connected to a proper sewer system, except for temporary, self-contained toilet facilities utilized during construction. Temporary toilets used during construction which are professionally serviced on a regular basis are allowed during the construction period.

12.12. **Miscellaneous ACC Approval.** No clothesline, drying yard, service yard, woodpile, storage area, sign, and/or other improvements shall be displayed to the public view without ACC approval. All custom play yards, mail boxes, security systems, roofing, decks, exterior lighting, (excluding holiday lighting for 30 consecutive days), solar panels, placement of air conditioners, swamp coolers, gates, driveway extensions, parking pads, attached flower boxes and landscaping shall require ACC approval prior to construction or modification. Locations of all improvements need ACC approval.

12.13. **City Code Requirements.** All structures shall be located on any Lot to comply with City of Gillette's setback; front and side yard requirements as shown on the approved Plat.

12.14. **Auxiliary Buildings.** One personal storage shed detached from the primary dwelling may be allowed with the specific approval of the ACC and whose location must be indicated on a submitted site plan. The same style, building materials, color and design as the principal dwelling will be a minimum requirement for approval of a personal storage shed with no pre-built metal personal storage sheds allowed.

12.15. **Offensive Activities.** No noxious or offensive activity, commercial or otherwise, shall be conducted on the Lots, nor shall anything be done which may be or become an annoyance or nuisance to those owning property in the Tenth Hole Estates - Phase 1.

12.16. **Storage of Building Materials.** No building materials shall be stored on a Lot before planned construction start.

12.17. **Excavation Materials.** Any material excavated from any Lot or any fill material transported to or stored upon any Lot shall remain within the boundaries of the Lot and shall not be placed to create an encroachment upon any other Lot Owner. Any fill material or excavated materials that are not used shall be transported to suitable disposal sites. Fill and excavation materials shall be transported away from the Tenth Hole Estate - Phase 1 within 30 days of completion of any construction or landscaping.

12.18. **Maintenance of Improvements and Landscaping.** All improvements and landscape must be maintained at all times. All lawns shall be mown on a regular basis and watered to maintain a pleasing appearance. Unimproved Lots shall be maintained and no noxious weeds, grass, or other unhealthy growth shall be permitted thereon. The ACC may permit the growth of natural grasses on an unimproved Lot which are not offensive to other Lots in the Tenth Hole Estate - Phase 1. Following notice and non-compliance with this paragraph, the ACC may hire persons to mow grasses or control weeds and other growth which shall be billed to and paid by the Lot Owner(s), which shall remain a charge and lien against the Lot(s) until paid. Lot Owners should be aware of ordinances of the City of Gillette containing regulations regarding the maintenance of improved and unimproved Lots.

12.19. **Retaining Walls.** All proposed retaining wall designs must be submitted to the ACC for approval prior to construction. The retaining wall material/design shall compliment the architectural design of the home. All retaining walls must be built in accordance with standard construction practices and walls greater than 3.75 feet in height must be designed and sealed by a licensed engineer in the State of Wyoming.

12.20. **Lot Grade.** The Lot's grade cannot be changed unless approved by ACC. A licensed engineer must certify any change requested, and applicant shall pay all such engineering costs.

12.21. **Insurance.** The Lot Owner or its contractor(s) shall maintain liability insurance throughout the period beginning with the purchase of the Lot and ending with the completion of the improvements.

12.22. **Completion of Improvements.** The construction of residential improvements on any such Lots shall be completed not later than one year from and after the date upon which such construction was commenced. All such Lots shall be landscaped and planted (front and back) with grass and trees or shrubbery of appropriate character and type within one year from and after construction of any improvements on any such Lot has been completed.

13. **ARCHITECTURAL CONTROL COMMITTEE.** There shall be an ACC whose purpose shall be to approve plans and specifications for improvements in the Tenth Hole Estates-Phase 1 and to carry out the uniform administration of these covenants. The initial ACC is composed of Jeff Manion, Greg Engrav, and Dan Edeen located at 2005 Central Ave., Cheyenne, WY 82001. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. No member of the committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. After the initial ACC turns over control by submitting a formal letter of resignation, the then record owners of the Lots shall have the power to elect the new ACC by majority vote. The resignation of the original ACC and the election of the new ACC shall be duly recorded with the county clerk.

14. **ARCHITECTURAL CONTROL COMMITTEE-APPROVAL/DISAPPROVAL.** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove within 30 days after all of components of the Plans (including any additional items requested by the ACC) have been submitted to it, a Lot Owner may commence the proposed improvement provided the Lot Owner has proof of delivery of request of the ACC for the proposed change. Provided, however, the failure of the ACC or its representative to approve or disapprove does not relieve any proposed builder, contractor, homeowner, or the like, from his legal responsibility to comply with the covenants, conditions and restriction contained herein. The Committee shall advise the applicant in writing of the specific basis for disapproval and the manner in which the applicant may suggest amendments to such plan to secure approval. One set of plans, specification and any other documents and materials submitted for approval shall remain in the possession of the Committee and one set marked "approved for construction" along with an approval letter shall be returned to the applicant.

15. **ACC DISCRETION.** The ACC has sole and absolute and unfettered discretion to approve or disapprove plans and specifications submitted based on but not limited to the following criteria. The style and colors of all dwellings and structures, including roofs and chimneys, all shall harmonize with the surroundings, and must be designed

to coordinate with the dwelling on the Lot. Garish, loud, or bright colors are not allowed. Approvals and/or possible exceptions granted by the ACC to various individual Lot Owner's for improvement applications does not constitute in any extent the architectural guidelines set forth herein. The ACC shall not be responsible for reviewing any plans and specifications for structural safety, engineering soundness, or conformance with building codes or any other laws or standards.

16. ARCHITECTURAL CONTROL COMMITTEE VARIANCES. The ACC by majority vote may grant variances from compliance with any of the architectural provisions, guidelines, rules or regulations. All such variances must be in writing and signed by a majority of the ACC.
17. NO LIABILITY. The Declarant, the members of the ACC, the members or managers of Gillette Land III, LLC and Jeff Marion, Greg Engrav, or Dan Edeen or any of their successors and assigns (the "Control Group") shall not be liable for damages or otherwise liable to anyone or to any Lot owner by reason of mistake in judgment, negligence, nonfeasance or for any act or omission whatsoever arising out of or in any way related to any of the covenants or provisions in this DECLARATION OF PROTECTIVE COVENANTS in its entirety including, but not limited to, the approval, disapproval, or failure to approve any plans, specifications or variance." Any Lot Owner or person that loses any claim or action against the Control Group shall indemnify and reimburse the Control Group for any legal fees, costs, and expenses incurred with respect to such claim or action.
18. VIOLATIONS OF LAWS, ORDNANCE, OR REGULATION. No Lot Owner shall perform any act or construct any improvement that is in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction over the Lots. Any use or activity which is a violation of applicable zoning codes, building codes or other laws and regulations shall not be permitted.
19. ENFORCEMENT. In the event of the violation or the attempt to violate any of the covenants herein contained, it shall be lawful for the Declarant, the ACC or any person hereafter owning any such Lot, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same and to recover damages for such violation or attempted violation, or at its or their option, to obtain injunctive relief, either mandatory or prohibitive, to prevent such violation or to re-establish prior existing and unobjectionable conditions. The ACC or any Lot Owner successful in enforcing any violation or attempted violation shall be entitled to recover reasonable attorney's fees, costs and expenses from the Lot Owner in violation or who attempted to violate these Covenants.
20. PARTIAL INVALIDITY. In the event any one or more of the covenants herein contained is rendered invalid or unenforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall, nonetheless, remain in full force and effect.

21. COVENANTS BINDING THE LAND. The covenants herein contained shall be binding upon the Declarant, and upon all its successors and assigns, as obligation and charge against the land and Lots specifically described for the benefit of the lands and those persons and parties who shall hereafter succeed to or otherwise acquire title to or an interest in any part of the specifically described lands, their heirs, personal representatives, successors and assigns.

22. MODIFICATION. The terms provisions of these covenants can be changed, modified, or abrogated in whole or in part, at any time by written declaration signed by the Declarant (or Lot Owners of a majority of the Lots if all of the Lots have been Improved) and filed with the Campbell County Clerk. Any such modification shall require the approval of the City of Gillette, Wyoming if required by applicable ordinances or statutes.

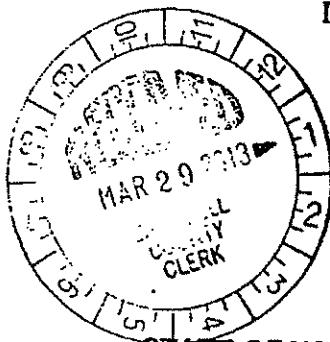
23. HEADINGS. The headings herein are descriptive only and are not a substantive part of the covenants herein.

24. APPLICABLE LAW. These covenants shall be interpreted in accordance with the laws of the State of Wyoming.

DATED this 27th day of March, 2013

Declarant:
Gillette Land III, LLC

Registered Representative



STATE OF WYOMING

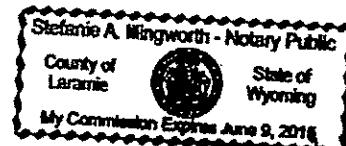
LARAMIE
COUNTY OF CAMPBELL

The foregoing was acknowledged before me this 27th day of March, 2013, by Greg Engrav, Gillette Land III, LLC, a Wyoming Limited Liability Company, who represented to me he was duly authorized to execute the foregoing.

Witness my hand and official seal.

Stephanie A. Mingworth
Notary Public

My commission expires: JUN 9, 2015



981337 Recorded on 3/29/2013 at 1:00:00
Book 2781 of PHOTOS
Susan F. Saunders, Campbell County Clerk

Fee 36.00
Pages 334 to 343
by: P. SPARLING

RECORDED
ABSTRACTED
INDEXED
CHECKED

AMENDMENT #1
 THE TENTH HOLE ESTATES - PHASE 1
 BY
 GILLETTE LAND III, LLC

DECLARATION OF PROTECTIVE COVENANTS

KNOWN ALL MEN BY THESE PRESENTS:

THE BELOW TEXT REPLACES SECTION 8.3 OF THE COVENANTS FILED MARCH 29, 2013;

THE NEW 8.3 PARAGRAPH WILL READ;

8.3 PARKING OF VEHICLES, MACHINERY AND EQUIPMENT. Vehicles that are not in running condition or are in a state of disrepair shall not be placed, stored or parked any where on a Lot unless enclosed in a garage and out of the view of other Lot owners. Moreover, such vehicles shall not be parked on any roadway of the Tenth Hole Estate - Phase 1.

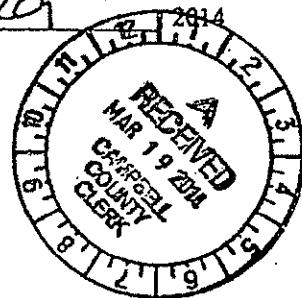
Trailers, campers, snow machines, four wheelers, boats, recreational vehicles and other like vehicles, machinery and equipment ("Other Vehicles") shall not be placed, stored or parked anywhere on Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 Block 1 unless enclosed in a garage; however, for lots 1, 2, 3, 4, 5, 6, 7 block 1 and lots 9, 10, 11, 12, 13, 14, 15 block 4 Other Vehicles may be enclosed in the garage or parked next to and behind the street facing wall of the garage. Moreover, Other Vehicles shall not be parked on any roadway of the Tenth Hole Estate - Phase 1.

DATED this 18th day of MARCH

Declarant:

Gillette Land III, LLC

Register Representative



STATE OF WYOMING

COUNTY OF LARAMIE

The foregoing was acknowledged before me this 18th day of March, 2014, by Dan Edeen, Gillette Land III, LLC, a Wyoming Limited Liability Company, who represented to me he was duly authorized to execute the foregoing.

Witness my hand and official seal.

Stefanie A. Illingworth
Notary Public

My commission expires: June 9, 2015



994421 Recorded on 3/19/2014 at 2:00:00
 Book 2855 of PHOTOS 1
 Susan F. Saunders, Campbell County Clerk
 by: C. KLINGLER

RECORDED
 ABSTRACTED
 INDEXED
 CHECKED

1012100

AMENDMENT #2
 THE TENTH HOLE ESTATES - PHASE I
 BY
 GILLETTE LAND III, LLC

DECLARATION OF PROTECTIVE COVENANTS

KNOWN ALL MEN BY THESE PRESENTS:

THE BELOW TEXT AMENDS THE DECLARATION OF PROTECTIVE COVENANTS

THE DECLARATION OF PROTECTIVE COVENANTS SHALL BE AMENDED TO THE FOLLOWING:

1. The title to the covenants shall hereafter be "The Tenth Hole Estates by Gillette Land III, LLL Declaration of Protective Covenants."
2. That Gillette Land III, LLC, a Wyoming LLC located at PO BOX 4008, Cheyenne, WY, 82003 (the "declarant"), is owner of all the certain property situated in Campbell County, State of Wyoming known and described as:

Block 1: Lots 1-17 Block 4: Lots 1-15 Block 3: Lots 9-16

Of the Tenth Hole Estates -Phase I and Phase 2 to the city of Gillette, Wyoming according to the official plat thereof as recorded with the Campbell county clerk of Campbell county, Wyoming (hereinafter the "Tenth Hole Estates -Phase I" when referring to the development the "lots" when referring to the specific lots within the development).

SUCH TEXT SHALL REPLACE THE RELEVANT PORTION OF PAGE 1 OF THE DECLARATION OF PROTECTIVE COVENANTS

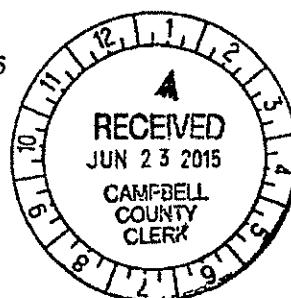
DATED this 15th day of May, 2015

Declarant:

Jeff Manion, Vice President, Gillette Land III, LLC

STATE OF WYOMING

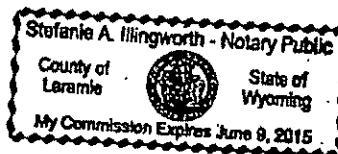
COUNTY OF LARAMIE



The foregoing was acknowledged before me this 15 day of May, 2015, by Jeff Manion, Vice President, Gillette Land III, LLC, a Wyoming Limited Liability Company, who represented to me he was duly authorized to execute the foregoing.

Witness my hand and official seal.

Stephanie A. Illingworth
 Notary Public
 My commission expires: June 9, 2015



1012100 Recorded on 6/23/2015 at 1:16:00
 Book 2956 of PHOTOS
 Susan F. Saunders, Campbell County Clerk

Fee 12.00
 Pages 293 to 293
 by: B. GREGORY

RECORDED
 ABSTRACTED
 INDEXED
 CHECKED