

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

TO THE PUBLIC:

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CATTLE TRAIL SUBDIVISION**

THIS DECLARATION is made on the day hereinafter set forth by Windy Ridge Development, LLC, a Wyoming limited liability company, as the legal owner of the property situated in Campbell County, Wyoming, described herein.

**ARTICLE I
DEFINITIONS**

1. The "Declarant" shall mean Windy Ridge Development, LLC.
2. The "Land" shall mean the following described real property located in Campbell County, Wyoming:

The Cattle Trail Subdivision, according to the official plat thereof filed for record 23 February 2006, in Book 8 of Plats, Page 111 of the records of Campbell County, Wyoming.

The Land is also collectively referred to as "The Cattle Trail Subdivision."

3. "Tract or Tracts" shall mean any parcel or parcels of real estate contained within the Land.

4. The "Association" shall mean The Cattle Trail Subdivision Homeowners Association, Inc., a Wyoming non-profit corporation, which has the power, duty, and responsibility of maintaining public roadways in the Land and collecting assessments for said maintenance and any other services supplied by the Association.

5. The "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title in any Tract which is part of the property, including contract sellers, but excluding any of those having an interest merely as security for the performance of an obligation.

6. "Covenants" or "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions For The Cattle Trail Subdivision contained in this document.

7. "Board of Directors" shall mean the duly elected board of directors of the Cattle Trail Homeowners Association, Inc. (the Association), and "by-laws" shall mean the by-laws of the Association.

ARTICLE II PURPOSE

This Declaration is established in order to provide a general plan for the improvement and development of the Land. The Declarant desires to subject the Land, and any subdivisions thereof, to certain conditions, covenants and restrictions.

NOW THEREFORE, the Declarant hereby declares all of the Land shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Land and be binding on all parties having any right, title or interest in the above-described Land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE III THE CATTLE TRAIL DEVELOPMENT HOMEOWNERS ASSOCIATION

1. Membership and Voting Rights. Every Owner of a Tract shall be a member of the "Association." Membership is appurtenant to Tract ownership and shall transfer with any sale of the Tract. Membership may not be separated from Tract ownership. Each Tract shall have one vote in the Association.

2. Assessments/Lien. Each Owner, by taking title to a Tract, covenants to pay the assessments made by the Association pursuant to its by laws. Any assessment made by the Association, and any interest thereon, shall be a lien on the Tract until paid. In addition, assessments shall bear interest at a rate established by the Board of Directors from the due date of the assessment until paid. The Board of Directors may adopt additional late fees as it deems necessary. Should legal action be taken to collect an assessment, the attorney fees and costs incurred by the Association shall be the responsibility of the Tract Owner and shall be a lien on the Tract until paid.

3. Creation of Lien. The amount of any delinquent assessment, plus interest, and attorney fees for collection shall attach to the Tract upon filing notice of the same with the Campbell County Clerk, which shall state:

- a. The name of the Tract Owner;
- b. The legal description of the Tract;
- c. The amount of the delinquent assessment and such other charges as provided for in this Declaration or the by-laws of the Association;
- d. The notice of lien shall be signed under oath by an officer or director of the Association;

- e. The lien may be foreclosed after thirty (30) days notice by certified mail to the address of the Tract Owner listed with the Campbell County Assessor.
4. Cumulative Remedies. The lien provided for herein and rights of foreclosure shall be in addition to, and not a substitution for, any other rights and remedies which the Association may have by law, including a right to recover a money judgment against the Tract Owner for unpaid assessments, interest, attorney fees, and costs.
5. Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. No sale, conveyance, transfer, or foreclosure, or any proceedings in lieu thereof, shall relieve any Tract or Owner from the continuing liability for any assessment or for any lien therefor.

ARTICLE IV GENERAL RESTRICTIONS ON ALL TRACTS

1. Use. Each Tract shall be constructed upon, improved, used and occupied only for private residential purposes. No business, commercial, industrial or manufacturing activity is permitted, whether or not conducted for profit. No dwelling or any part thereof shall be used as a boarding house, except Owners may lease single-family residences for residential purposes only.
2. Building Restrictions/Construction.
 - A. No more than one single-family residence shall be constructed on any Tract.
 - B. All home construction shall be stick built, modular, or double-wide mobile homes. No mobile homes designed as single-wide mobile homes, regardless of square footage, shall be allowed. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage, of 1,500 square feet. Two mobile homes designed as single-wides and attached together shall not constitute a double-wide. All Tracts (1-5) will be zoned RR, and will allow manufactured houses provided they meet the following criteria:
 1. The roof pitch will be a minimum of a 5/12 pitch and meeting HUD codes.
 2. A pier system will be the minimum allowed to attach the home for mortgage company and covenant purposes.
 3. Skirting minimum will be hardipanel type, stone/steel type or concrete.
 - C. All construction, including utilities, shall meet the building codes for Campbell County and any other governing agency on the date of commencement of said construction.

D. All outbuildings, such as barns, stables or sheds, shall be stick built, log, or pole barn construction. Outbuildings' exteriors shall be wood or colored metal that is esthetically consistent with the residence on the Tract and shall not be tar paper, unpainted corrugated tin, or slab wood.

ARTICLE V BUILDING PLANS AND APPROVAL

Until such time as seventy-five percent (75%) of the Tracts have been sold, the Declarant shall have the authority and responsibility for approving or disapproving of proposed construction and location plans to determine compliance with these Covenants. The Declarant may resign from this responsibility by delegating the same to the Board of Directors of the Cattle Trail Subdivision Homeowners Association, Inc., in writing. If the stated percentage of Tracts has not been sold, the Declarant may withdraw its resignation at any time by writing to the Board of Directors.

Upon the sale of seventy-five percent (75%) of the Tracts, the Board of Directors of the Association is charged with the authority and responsibility for approving or disapproving proposed construction and location plans to determine compliance with these Covenants.

No building shall be erected, placed or altered on any residential Tract until the construction plans, specifications and a plan showing the location of the structure have been approved in writing by the Declarant or a majority of the Board of Directors. In the event the Board of Directors or Architectural Control Committee fail to take action of either approval or disapproval of the plans and specifications within thirty (30) days after the plans and specifications have been submitted to the Board of Directors or Architectural Control Committee, the plans shall be deemed to have been approved.

ARTICLE VI MINIMUM SETBACK REQUIREMENTS

Each structure on a Tract shall have a fifty (50) foot minimum setback distance measured from any Tract boundary line to the nearest wall of a structure.

ARTICLE VII LANDSCAPE DEVELOPMENT

All Tracts disturbed by construction shall be reclaimed with ground cover consistent with the topography of the surrounding area in a manner to avoid erosion.

ARTICLE VIII VEHICLES

No vehicles, trailers or any vehicular equipment shall be parked along any of the dedicated easements located within the Land. Unlicensed, unused, stripped down, partially wrecked, immobile or inoperative vehicles may not be stored on the Land unless they are parked in approved outbuildings. Truck-tractors and/or semi-tractor trailers and/or

commercial multi-axle vehicles, which are twenty-two (22) feet in length or greater are not permitted to park anywhere within the Land, excepting horse trailers owned by the Tract Owner.

ARTICLE IX SANITARY SYSTEMS

All septic tanks or other sewage disposal systems must be designed, located, constructed and maintained in accordance with the regulations, requirements and standards of the Wyoming Department of Environmental Quality and any other State or County agency having jurisdiction over the Land.

ARTICLE X PROHIBITION AGAINST NOXIOUS ACTIVITY ON TRACTS

No noxious activity shall be permitted on any Tract which is a nuisance to adjoining Tracts or which could foreseeably become a nuisance to adjoining Tracts. Overgrazing or using the property in such a manner that creates or permits erosion or other waste shall be considered a nuisance.

ARTICLE XI AESTHETIC MAINTENANCE

All property shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the Land.

ARTICLE XII TEMPORARY AND GUEST QUARTERS

With the exception of a motor home or travel trailer as allowed in this Article, no structure of a temporary character, such as a mobile home, travel trailer, motor home, basement, tent, shack, garage or other building shall be used on any Tract at any time as a residence, either temporarily or permanently. However:

a. An Owner or Owner's guest may locate or live in a motor home or travel trailer on a Tract for up to three separate fourteen-day (14) periods per calendar year, provided that the motor home or travel trailer is removed from the Tract for at least ten days between the periods of location and occupancy.

b. An Owner may locate and live in a motor home or travel trailer on his or her Tract for a period not to exceed eighteen (18) months during the term of construction of the permanent dwelling upon the Tract. The motor home or travel trailer shall be promptly removed or stored after completion of the permanent residence pursuant to these Covenants.

**ARTICLE XIII
OWNER LIABLE FOR LESSEE**

Any Owner who leases or otherwise transfers any interest in a Tract shall be responsible for assuring compliance by the Lessee or assigned interest holder with all provisions of these Covenants and any assessments by the Association. The Owner shall be jointly and severally responsible with the Lessee for any such violations.

**ARTICLE XIV
TELEPHONE, ELECTRICAL AND UTILITY WIRES**

It shall be the Owner's option to go underground, or overhead, with the electrical and utility wires from the trunk lines to each residence.

**ARTICLE XV
FENCES**

Any fences constructed on a Tract shall be rail or other suitable open wood construction or smooth wire, barbed wire or steel/wood gate construction. Fence material and design shall be subject to approval pursuant to Article V herein. Fences shall be kept in good repair at all times.

**ARTICLE XVI
SIGNS**

The Declarant may place a sign at each entrance to the Land advertising the name of The Cattle Trail Subdivision. No other signs are permissible except for "For Sale", "For Rent", and "Private Driveway" name signs.

**ARTICLE XVII
OTHER PROHIBITED USES**

1. No part of a Tract shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or other non-residential purpose, including, but not limited to, stores, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, commercial trucking, construction yard, or other place of amusement.
2. **Hunting.** No hunting by the general public shall be allowed on any Tract. Owners and their invitees may hunt on the Owners' Tract.
3. **Firearms.** Development of any area for the purpose of firearms target practice is prohibited.

ARTICLE XVIII MINING AND QUARRYING OPERATIONS

No mining or quarrying operations for gravel or other natural resources contained on the surface of the Land shall be allowed.

ARTICLE XIX ANIMALS AND LIVESTOCK

Livestock may be kept on the property. No swine shall be raised, bred or kept on the Land. All domesticated animals, including household pets, must be restrained from running at large through the Land. No commercial animal breeding operation or livestock feeding operation shall be allowed on the Land.

ARTICLE XX NO SUBDIVISIONS

No Owner may further subdivide a Tract to less than thirty-five (35) acres, either by formal subdivision or by sale of a Tract in more than one parcel.

ARTICLE XXI RUBBISH AND TRASH COLLECTION

No Tract shall be used or maintained as a dumping ground for rubbish or trash. All rubbish, trash and garbage shall be regularly removed from each Tract, and shall not be allowed to accumulate thereon. There shall be no trash burning. Each Tract Owner shall be responsible for arranging private pickup and removal of garbage at least once every two (2) weeks. All refuse containers, storage areas, machinery and equipment shall be maintained in a clean and sanitary manner and secured so trash may not be blown or scattered in any manner.

The Association shall have the authority to provide for scheduled trash pickup for the Land.

ARTICLE XXII MISCELLANEOUS PROVISIONS

1. Severability. In the event a court of competent jurisdiction declares any portion of these Covenants to be invalid or unenforceable, the remaining provisions of these Covenants shall remain in effect.

2. Effect and Duration. These Covenants shall run with the Land and shall be for the benefit of and binding on each Tract Owner, and their respective heirs, assigns, agents, invitees, social guests, and successors in interest and shall continue to be of full force and effect perpetually unless these Covenants are terminated pursuant to the laws of the State of Wyoming.

3. Amendments. These Covenants may be amended by a vote of eighty percent (80%) or more of the Tract Owners.

4. Enforcement. Any Tract Owner, the Association, or any officers thereof may institute proceedings at law or in equity to enforce any of the provisions of these Declarations, to restrain any individual or entity from violating or threatening to violate these Covenants, to recover damages, both actual and punitive, for such violations, and shall be entitled to collect all attorney's fees and collection costs incurred in the successful enforcement of these Covenants. Failure to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this 7th day of April, 2006.

WINDY RIDGE DEVELOPMENT, LLC

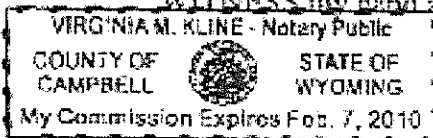
Jeffrey A. Deimling, Member
Jeffrey A. Deimling, Member

Debra A. Deimling, Member
Debra A. Deimling, Member

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

Subscribed and sworn to before me by Jeffrey A. Deimling and Debra A. Deimling, Members of Windy Ridge Development, LLC, this 7th day of April, 2006.

WITNESS my hand and official seal.



Virginia M. Kline
Notary Public

My commission expires: 02-07-2010