

PROTECTIVE COVENANTS FOR WONDER VIEW RANCH ESTATES

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Jack O. Boarman and Mary Pat Boarman (the "Declarant"), as the owners of the Wonder View Ranch Estates (WVRE) located in Crook County, Wyoming, do hereby declare that said property and the whole thereof as described on "Exhibit A" attached hereto and incorporated herein shall be subject to the following covenants, conditions, and restrictions (also herein "DCCRs") which shall run with the land and be for the benefit of said property.

ARTICLE I HOMEOWNERS' ASSOCIATION FORMATION, MEMBERSHIP AND VOTING RIGHTS

At such a time as the Declarant has sold and conveyed three Lots in the development to purchasers, the then Lot Owners shall form a homeowners' association by filing articles of incorporation with the office of the Wyoming Secretary of State. The homeowners' association shall be a non-profit corporation and shall be called the WONDER VIEW RANCH ESTATES HOMEOWNERS' ASSOCIATION, INC., a nonprofit Wyoming corporation, or something similar thereto.

Every owner of a Lot shall be a member of the Association. Membership shall not be separated from ownership of any Lot. All owners shall be entitled to one vote for each Lot, except the DECLARANT who has ten (10) votes per Lot until all of the Lots are sold. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. When two or more persons are stockholders in a corporation or similar entity hold an interest in any Lot, one, and only one, shall be a member for voting purposes. Where multiple owners own any Lot, or when two or more persons are stockholders in a trust, corporation or similar entity that owns any Lot, written notice shall be given to the Board of Directors as to who has the authority to cast the single vote for the Lot.

"Board of Directors" or "Board" shall mean the DECLARANT until all Lots have sold. Thereafter, one owner of each Lot shall be a member of the "Board of Directors". Members of the Board of Directors shall not be entitled to any compensation of any kind, except reimbursement for verified actual expenses, for services performed pursuant to these DCCRs.

ARTICLE II GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS

2.01 Powers and Duties Generally. The affairs of the Association shall be conducted by its Board of Directors (hereinafter referred to as the "Board"). The Board, for

the benefit of the Owners, and the Property, shall provide, and shall pay for out of the maintenance fund(s) , the following:

- (a) Maintenance and repairs 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:
- (b) To maintain and repair the roads, water system and other common assets of the Development.
- (c) To enforce the provisions of this Declaration and any rules made hereunder and to lien, enjoin and /or seek damages from any Owner for violation of such provisions of rules;
- (d) To contract for all goods, services, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

2.02 Exclusive Board Duties/Powers.

- (a) To provide for the maintenance, repair and improvement of the roads, common area, and a community water system, if desired;
- (b) To enforce these DCCRs;
- (c) To promote the health, safety and welfare of the residents, and to protect the correlative rights of the residents;
- (d) To appoint, oversee and assist any committees;
- (e) To adopt and publish rules and regulations governing the maintenance, preservation, operation and use of the dedicated roads, common areas and facilities within the Development;
- (f) To exercise all powers, duties and authority vested in or delegated to it by these DCCRs and applicable law;
- (g) To act as arbitrator for any disputes arising between Lot owners regarding the interpretation of these Covenants;
- (h) To maintain such checking or savings accounts as it deems necessary to fulfill its functions;
- (i) To perform such other functions as are necessary and appropriate;

- (j) To cause a complete record to be kept of all acts and affairs of the Board,
- (k) To present an statement of financial affairs to the Lot owners not less frequently than annually;
- (l) To issue, or to cause to be issued, upon demand by any Lot owner, a certificate setting forth whether or not any assessment has been paid;
- (m) To cause the streets, roads and common areas to be maintained for the use and benefit of owners;
- (n) To call meetings of the Board and of the members. Written notice of any meeting called for the purpose of taking any action authorized these DCCRs shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. No action may be taken without a quorum. A quorum shall be fifty-one percent (51%) of the authorized voting Owner of the Lots (one for each Lot) attending in person or by proxy.
- (o) Such other reasonable and necessary acts as may be consistent with the intents and purposes of these DCCRs and the general welfare of the Development.

ARTICLE III PROPERTY RIGHTS

OWNER'S EASEMENT OF ENJOYMENT: Every owner shall have a right and an easement of enjoyment and use in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to assess and charge a reasonable maintenance, operation and usage fee, which fee or dues shall be equal as to all lots, and to impose such charge or assessment as a lien against any Lot for which such charge or lien has not been paid in accordance with these DCCRs, Bylaws and Articles of Incorporation, if any.
- b. The right of the Association to suspend the voting rights of an Owner of any Lot whose assessment against his Lot remains unpaid, or who has committed any material infraction of these DCCRs without remuneration.
- c. The right of the Association to dedicate or transfer all of any part of the Common Area to any public agency, authority, or entity, but

only with the permission of the agency, authority, or entity for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless such dedication or transfer shall be effective unless such dedication or transfer is approved by two-thirds (2/3) of the members.

- d. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purposes of improving and maintaining the common property, and to mortgage said properties. The rights of such mortgages in such properties shall be subordinate to the rights of the homeowners.
- e. The right of the Association, through its Board of Directors, to adopt and publish rules and regulations and usage fees with respect to the Common Area, if any.
- f. No Lot owner(s) may sue to partition the common area. The common area is for the benefit of all Lot owners and not for a particular individual.
- g. Attorney Fees: If any action is taken to enforce these covenants, or if any Lot Owner shall sue the Association or its officers or Board of Directors, the prevailing party shall be entitled to reimbursement of their attorney fees and litigation costs from the non-prevailing party.
- h. Binding Effect: These DCCRs are binding upon and inure to the benefit of the heirs, successors and assigns of the Declarant and the Lot Owners. The lease, rental or execution of a contract for deed, or similar contract, regarding a Lot does NOT relieve the owner of any liability or the responsibility to comply with these DCCRs, which liability and responsibility shall survive any delegation, lease, rental, or contract for deed, and is binding upon the Owner(s).

ARTICLE V ASSESSMENTS

- 5.1 CREATION OF LIEN FOR ASSESSMENTS: Each owner of any Lot, by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual, or more frequent if necessary for operating reasons, assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as provided. The assessments, together with interest, costs, and

reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

- 5.2 **PURPOSE OF ASSESSMENTS:** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the maintenance, preservation, replacement and operation of the Common Area and Association costs.
- 5.3 **MAXIMUM ANNUAL ASSESSMENT:** The maximum annual assessment for each Lot shall be determined by majority vote of the Association.
- 5.4 **SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:** In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement and the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least 75% of the votes of the Lots in person or by proxy at a meeting duly called for this purpose.
- 5.5 **RATE OF ASSESSMENT:** Both annual and special assessments must be fixed at uniform rates for all Lots not owned by DECLARANT and may be collected on a monthly basis.
- 5.6 **DATE OF COMMENCEMENT OF ANNUAL AND SPECIAL ASSESSMENTS DUE DATES:** The annual and special assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of such Lot by DECLARANT. The Board of Directors shall fix and give written notice of the amount of the annual assessment, not to exceed the maximum established herein, against each Lot at least thirty (30) days in advance of each annual assessment period. The due dates and collection methods shall be established by the Board of Directors, and unless otherwise provided, the Association or its assigns shall collect each month from the owner of each Lot one-twelfth (1/12) of the annual assessment of such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment stated to have been paid.
- 5.7 **NONPAYMENT OF ASSESSMENTS - REMEDIES OF THE ASSOCIATION:**
- a. **Delinquency:** Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the owner to pay a "late charge" in the sum to be determined by the Board of

Directors, but not to exceed ten dollars and no/100 (10.00) per each delinquent assessment, plus interest at the rate of ten percent (10%) per annum on such assessment.

b. **Creation of Lien:** The amount of all delinquent regular and special assessments plus interest and any expenses reasonably incurred in collection and/or enforcing such assessments, including reasonable attorney's fees, shall be and become a lien upon the Lot so assessed, which shall attach to the Lot as of the time the Association causes to be recorded in the office of the County Clerk of Crook County, Wyoming, a Notice of Assessment Lien, which shall state:

- i. The amount of the delinquent assessment and such related charges as may be authorized by this Declaration;
- ii. The name of the owner of record or reputed owner of the Lot;
- iii. A description of the Lot against which the lien has been assessed.

The notice shall be signed by two officers of the Board. The assessment lien shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the Lot after the recording of the Notice of Assessment Lien until the completion of the enforcement of the lien or the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith. No proceeding or action shall be instituted to foreclose the lien until the notice of intention to proceed to foreclose the lien has been delivered by the Association to the owner of the Lot affected by the lien at least thirty (30) days prior to the commencement of any such proceeding. The assessment lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive, but shall be in addition to any other rights or remedies which the Association may have by law or otherwise. The Association shall also have the right to bid on any such foreclosure sale and to hold, lease, mortgage, and convey such Lot upon its purchase. Upon repayment of the full amount secured by an assessment lien, including all authorized charges in accordance with the foregoing, or upon any other satisfaction duly made, the Association shall cause to be recorded a notice setting forth the fact of such payment and/or satisfaction and of the release of the assessment lien. Any assessment lien as to any Lot shall at all times be subject and subordinate to any mortgage or deed of trust on the Lots which is

created in good faith and for value and which is recorded prior to the date of recordation of the assessment lien. In the event any assessment lien is destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a Lot, the interest in the Lot of the purchaser at the foreclosure sale may be subjected to a lien to secure assessments levied on the Lot in the same manner provided in this Article.

- c. Curing the Default: Upon timely curing of the default for which a notice of claims or lien was filed by the Association, the officers of the Association are authorized to file or record, as the case may be, an appropriate release of lien upon payment by the defaulting owner of an amount to cover the costs and attorney's fees of preparing and filing or recording such release, together with the payment of such other attorney's fees and costs to prepare and file the lien.
- d. Cumulative Remedies: The assessment lien and the rights to judicial foreclosure shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have in these covenants and by law, including a suit to recover an money judgment for unpaid assessments, as above provided.
- e. Mortgage Protection Clause: No breach of the covenants, conditions, or restrictions, nor any lien so created, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions, and restrictions shall be binding upon and effective against the owner whose title is deprived through foreclosure of trustee's sale, or otherwise.

5.8 SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments becoming due or from the lien.

5.9 INSURANCE ASSESSMENTS: The Board shall have the authority to obtain insurance for the improvements subject to the jurisdiction of the Association, excepting, of course, individually owned residences and other structures, against loss or damage by any hazard in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Areas, if any, and all damage or injury caused by the

negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses.

In the event of damage or destruction by any casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagees, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damage or destroyed portions of the property to as good a condition as it was in prior to the damage. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by the FDIC, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed improvements. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all owners in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained to make up any deficiency. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the owners in such proportions as the Board of Directors deem fair and equitable.

ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

Section 1: Architectural and Landscape Control Committee. An Architectural and Landscape Control Committee is hereby established. It shall consist of two (2) members, and shall initially be composed of Jack O. Boarman and Mary Pat Boarman. A majority of the Committee may designate a representative to act for it. In case of death or resignation of any member(s) of the Committee, the remaining member(s) shall have full authority to designate a successor(s). Neither the member(s) of the committee or its designated representative shall be entitled to any compensation for services performed by such member. In the event that the deaths or resignations of all member of the Committee shall occur without successors having been appointed, the owners shall have full power to designate successors. The Committee's approval or disapproval as required herein shall be in writing. The membership of the Committee after eighty percent (80%) of the lots are sold, then shall be composed of two (2) members from the individual lot owners and (1) member from (WVRE) as developers, who shall be entitled to participate as one (1) member of the Committee so long as it owns one or more lot/acreage.

Section 2: Uses Prohibited Without the Consent Committee. Unless the Committee has consented in writing, no parts of said property shall be used in any of the following ways:

- (a) As a parking or storage place on a permanent basis (more than thirty (30) days) for any unlicensed motor vehicle, trailers, truck campers, and boat trailers.
- (b) As a place to raise herds of domestic animals of any kind except for a reasonable number of household pets which are not kept, bred, or raised for commercial purposes and are not nuisances to other owners. No swine shall be allowed on any property. The following may be kept on properties of thirty-five (35) acres or larger subject to the following restrictions so long as no overgrazing occurs and the animals are not a nuisance to other property owners.
 - (1) Up to ten (10) horses, so long as corrals are built which are adequate to contain (dry lot) the horses when grazing is not allowed. Grazing on the premises shall be allowed when the property is adequately fenced to contain the animals and when proper grazing rotation is practiced to prevent pasture damage from overgrazing. Horses shall not be allowed to graze in a single pasture for more than thirty (30) days at a time and said pasture shall be rested (ungrazed) for a period thirty (30) days following such a grazing. Owners may create additional pastures by cross fencing and rotate horses between pastures subject to the thirty (30) day rule. No stud horses (uncastrated males) shall be allowed.
 - (2) Up to two (2) sheep for a period not to exceed a total of six (6) months per year. Sheep shall be subject to the same thirty (30) day grazing rotation rule as stated for horses above.
 - (3) Up to two (2) bovine (cattle) which may include only calves either sex up to six months of age and heifers or steers up to two (2) years of age. Cattle shall be subject to the same thirty (30) day grazing rotation rule as stated for horses above.
 - (4) Livestock as allowed above may only be kept on the property when appropriate and adequate fencing is provided in a manner consistent with these covenants.
 - (5) The total number of horses, sheep and cattle kept on the premises shall not extend ten (10) animals total.
- (c) As a place to burn trash, outings, or other items with the exception of barbecue fires.
- (d) No mining or quarrying operations for minerals shall be permitted.

Section 3: Rulemaking. The Committee may make rules and regulations of general applicability governing the extent to which any of the forgoing may be permitted, unless 50 percent of the owners disagree in writing within 10 days of receiving notice of the proposed rules. For the purpose of amending or changing in any respect Article VII, Section 12 and 11 of these covenants, a one hundred percent (100%) vote of the property owners shall be required. However, nothing contained herein notwithstanding the function of the Committee is to protect and enhance the architectural integrity of the subdivision and no rules or regulations shall be enforceable which unduly restrict the lot owner from constructing a residence within he bounds of said architectural integrity.

Section 4. Voting. A voting of 80 percent of the lot/acreage owners within the subdivision can adopt, amend, or appeal such rules as stated above except that a one hundred percent (100%) vote is required to change or repeal Article VII, section 12 and 13. One (1) vote shall be allowed for each lot or tract owned.

Section 5. Building Location and Easements.

- (a) Each building shall be so situated that no portion thereof shall be closer than 300 feet from the front lot boundary, and the 100 feet distance from the side and the rear boundary of the premises. The front boundary property line shall be defined as adjacent to the road that services all the parcels of the property. However, a written expectation may be granted as hereinafter set fourth when reasonably required by topography or other physical conditions.
- (b) For the purposes of this covenant, eaves, steps, open porches shall not be considered as a part of a building, provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.
- (c) Easements for installation and maintenance of utilities and drainage facilities shall not be permitted to remain which may damage or interfere with the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The easements that are defined on the property at the time of purchase are also included in the condition and requirements.

ARTICLE VII RESTRICTION ON USE OF PROPERTY

Section 1. Use and Occupancy of Private Areas. Each owner shall be entitled to the exclusive use and benefit of each lot or acreage owned by him, except as otherwise expressly provided herein.

- (a) All acreage, numbered lots or parts thereof (hereafter referred to as Premises) designated in these covenants of Wonder View Ranch Estates shall be used solely by such owners and all persons claiming under any such owner for the construction of or placement upon, and occupancy of, single-family dwellings and residences; and not more than one such dwelling or residence shall be constructed or placed upon each lot for purposes of occupancy, except guest houses or cabins as addressed below.

Section 2. Maintenance of Lots/Acreages. Each lot/acreage and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard

Section 3. Type of Residence. No residence other than a single family dwelling for private use may be constructed on any lot excepting guest housing/cabins as allowed in Article 5 below. Portable cabins or other dwellings approved by the architectural control committee may be used as a temporary residence only as specifically allowed herein. Each such dwelling or residence shall be located in conformance with the terrain.

Section 4. Size of Principal Residence. All ranch-style residences shall have at least 1250 square feet living space above ground level; and, all multi-level residences shall have 1500 square feet living space above ground. The Architectural Control committee may allow exceptions to these requirements upon request by a homeowner with specific plans presented for a smaller residence.

Section 5. Guest Housing/ Cabins. On lots/tracts of thirty-five (35) or more, a single house or cabin shall be allowed. These structures may be used as temporary housing while building the principle residence and may be converted to guest housing when principal housing is completed. The total square footage of a guest house/cabin shall not exceed 1250 square feet on the main level if a ranch style or 1250 square feet above ground if a multi-level structure.

Section 6. Temporary Structures. Only temporary structures which have been approved by the Architectural Control Committee shall be permitted on a lot during the period of construction of a dwelling house, however, any such temporary structure shall be removed within 30 days after completion of the dwelling house or one year after the date upon which temporary structure was erected, whichever occurs first. Persons may reside on a lot during construction only if those approved structures.

Section 7. Pre-constructed, Mobile or Modular Homes. No pre-constructed homes of any type shall be allowed without written approval of the Architectural Control Committee. No mobile homes or modular homes of any type shall be allowed.

Section 8. Appearance. All garbage, trash, cuttings, refuse, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall

be screened from view from neighboring lots and common areas in a manner approved by the Architectural Control Committee.

Section 9. Signs. No signs shall be placed or kept on a property other than a sign 24" x 36" or less of natural wood material lettering or painted steel stating the name of occupant and/or the property, if any, and the address placed in an unobtrusive manner. Only signs approved by the Committee shall be used to advertise a unit for sale.

Section 10. Utilities. No above- ground utilities, or open ditches, pipes, or wires shall be used to connect improvements with supplying facilities.

Section 11. Offensive or Commercial activities. No offensive or commercial activity shall be carried on in any lot nor shall anything be placed or constructed on any lot or anything done on a lot which interferes with or jeopardizes the enjoyment of other lots, common areas within or private recreational areas.

Section 12. Lighting. No exterior lighting or noise-making devices shall be installed or maintained on a lot without written Architectural Control Committee consent, excepting "switched" lights attached to dwellings or outbuildings. Exterior lighting such as "yard lights" or flashing lights shall not be done so as to interfere with other property owner's rights to privacy; peace and enjoyment. No "on all-night" yard light shall be allowed.

Section 13. Restrictions. Unless the Committee has consented in writing to a variation, the following restrictions apply:

- (a) All landowners must comply with the laws and regulations of the State of Wyoming, County of Crook, applicable to fire protection, building constructions, water sanitation, and public health.
- (b) No more than 12 months construction time shall elapse for the exterior completion of a permanent dwelling.
- (c) No firearms shall be discharged on the property except for doing so for the purpose of controlling rabid or otherwise dangerous animals.

Section 14. Fencing. Wooden, barbed wire and plain wire fences are permitted only if they are well maintained and kept in a state of good repair and do not interfere with access to any easement for utilities or roadways.

Section 15. Maintenance of Property. No outdoor or unapproved incinerators shall be constructed, nor shall trash, garbage or rubbish be burned within this subdivision. Burning of slash, and natural products accumulated as a result of property cleanup shall be allowed only at times of low fire danger after notification of adjoining property owners and written consent of the Control Committee. In addition, the owner of each lot shall not permit the accumulation of weeds, brush, rubbish, junk or junk cars of any kind on the Premises or allow or permit the Premises to become unsightly, or the livestock or

pets (including fowl) to become a nuisance or an unreasonable annoyance to the other owners within the subdivision. When horses are stabled or pets (including fowl) are kept, the owner or keepers thereof shall provide a proper shelter and keep the same contained; and the entire Premises shall be kept clean, sanitary and sightly manner at all times.

Section 16. Water & Sewage. Each property shall contain adequate provisions for sewage. There is community water system available, as a preplanned and approved water system installed and maintained for each lot in full compliance with the rules, regulations and standards of the Sate of Wyoming and County of Crook; approved as to location by the Architectural Control Committee and accepted as adequate by the appropriate governmental agency. All waste systems are to be the responsibility of the individual owner and comply with the conditions stated herein.

Section 17. Electrical. Each property shall be adequately and safely wired for electricity in full compliance with all present requirements of the United States Electrical Contractors' code. All electric, telephone and other utility lines on the Premises shall be buried below the surface of the ground in adequate conduits (except such utility lines, if any, caused to be placed overhead by Wonder View Ranch Estate or as approved by same).

Section 18. Galvanized Tin Prohibited. No galvanized tin shall be allowed for use as roofing or siding material on any residence.

Section 19. Subdivision of Property. Minor subdivision not less than 20 acres of larger tracts may be allowed and must be in conformance with the Crook County Minor Subdivision Regulations for division of property.

ARTICLE VIII WATER

Domestic water to all property shall be provided through Wonder View Ranch Estate Community Water District, which shall operate the water system with access in place for each property. The cost of the water shall be equal to and not exceed the cost to operate the equipment and provide for a reasonable reserve account for unexpected or larger planned costs. The water usage will be metered for each parcel. The water usage times the rate established by the community water district will be billed by the district monthly. Each tract/lot shall have a water storage tank (cistem) with a pressure system (including pump and pressure tank) to provide water to the structures. A minimum of one thousand (1000) gallons storage capacity per residence is required. If a guest house or cabin is located on the property and connected to water, a minimum of one thousand (1000) gallons storage capacity is required for such and it may utilize a storage tank separate from the principal residence or may share a storage tank with the principal residence with a storage capacity of two thousand (2000) gallons or more. A separate and metered water supply line and storage tank shall be required for each lot in the event of minor subdivision.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Term. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in the whole or in part.

Section 2. Enforcement.

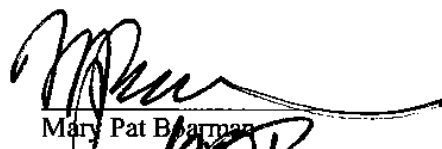
Enforcement of these DCCRs shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. These DCCRs shall not be enforced by the individual Lot Owners or members of the Association, such power is exclusively vested in the Association through its Board of Directors.

Section 3. Fines. Fines may be established by the Architectural Control Committee or the Board if approved by fifty percent (50%) of property owners.

Section 4. Severability. Invalidation of any of these covenants by judgment or court shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED this 14 day of May, 2008.

August



Mary Pat Boarman

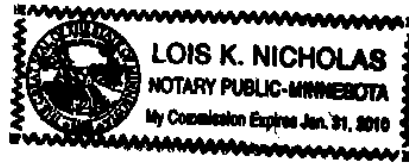


Jack O. Boarman

STATE OF MINNESOTA)
~~STATE OF WYOMING~~)
COUNTY OF) ss
~~COUNTY OF CROOK~~)

This document was acknowledged before me by Jack O. Boarman and Mary Pat Boarman on the 14 day of May, 2008.

August 14



WITNESS my hand and official seal.

Lois K. Nicholas
Notary Public

My commission expires: *Jan. 31, 2010*

DESCRIPTION
OF
326.518 ACRE TRACT

Description of a Tract of Land being the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 3, NE $\frac{1}{4}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 4, Township 51 North, Range 65 West and SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 33, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, portion of SE $\frac{1}{4}$ SE $\frac{1}{4}$, portion of NW $\frac{1}{4}$ SE $\frac{1}{4}$ and portion of NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34 and a portion of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 35 Township 52 North, Range 65 West of the Sixth Principal Meridian, Crook County, Wyoming and is more particularly described as following:

Commencing at a 2 $\frac{1}{2}$ " brass capped pipe marking the southwest corner of said Section 35, T52N, R65W of the 6th P.M. and is the point of beginning;

Thence N 89°21'07" E along the south boundary of said Section 35 for a distance of 1326.62 feet to a 2 $\frac{1}{2}$ " aluminum capped rebar marking the west 1/16th corner of said Section 35;

Thence N 00°11'45" W along the 1/16th line of said Section 35 for a distance of 1293.46 feet to a 2 $\frac{1}{2}$ " aluminum capped rebar marking the SW 1/16th corner of said Section 35;

Thence S 67°45'59" W for a distance of 939.09 feet to a 1 $\frac{1}{2}$ " aluminum capped rebar;

Thence S 73°37'11" W for a distance of 254.00 feet to a 1 $\frac{1}{2}$ " aluminum capped rebar;

Thence N 79°09'45" W for a distance of 194.33 feet to a 1 $\frac{1}{2}$ " aluminum capped rebar;

Thence N 87°36'34" W for a distance of 1007.65 feet to a 1 $\frac{1}{2}$ " aluminum capped rebar;

Thence N 31°03'19" W for a distance of 338.54 feet to a 1 $\frac{1}{2}$ " aluminum capped rebar;

Thence N 57°26'54" W for a distance of 193.15 feet to a 1 $\frac{1}{2}$ " aluminum capped rebar;

Thence N 86°35'35" W for a distance of 133.73 feet to a 1 $\frac{1}{2}$ " aluminum capped rebar;

Thence N 77°10'27" W for a distance of 187.66 feet to a 1½" aluminum capped rebar;

Thence S 86°37'04" W for a distance of 137.27 feet to a 1½" aluminum capped rebar;

Thence N 61°26'07" W for a distance of 339.93 feet to a 1½" aluminum capped rebar;

Thence S 88°45'32" W for a distance of 287.81 feet to a 1½" aluminum capped rebar;

Thence S 49°22'50" W for a distance of 369.08 feet to a 2½" aluminum capped rebar marking the C-S 1/16th corner of said Section 34, T52N, R65W;

Thence N 88°25'43" W along the south 1/16th line of said Section 34 for a distance of 2622.30 feet to a 2 ½" aluminum capped rebar marking the S 1/16th corner of said Section 34;

Thence S 89°32'44" W along the south 1/16th line of said Section 33, T52N R65W for a distance of 1236.47 feet to a 2 ½" aluminum capped rebar marking the SE 1/16th corner of said Section 33;

Thence S 01°29'00" W along the east 1/16th line of Section 33 for a distance of 1284.61 feet to a 2 ½" aluminum capped rebar marking the E 1/16th corner of said Section 33;

Thence S 89°33'34" W along the north boundary of said Section 4, T51N, R65W for a distance of 1277.49 feet to a 2 ½" aluminum capped rebar marking the N ¼ corner of said Section 4;

Thence S 01°33'34"W along the N-S ¼ line of Section 4 for a distance of 1237.25 feet to a 2 ½" aluminum capped rebar marking the C-N 1/16th corner of said Section 4;

Thence N 87°50'06" E along the north 1/16th line of said Section 4 for a distance of 2551.87 feet to a 2 ½" aluminum capped rebar marking the north 1/16th corner of said Section 4;

Thence S 88°06'40" E along the north 1/16th line of said Section 3, T51N, R65W for a distance of 1323.66 feet to a 2 ½" aluminum capped rebar marking the northwest 1/16th corner of said Section 3;

Thence N 00°59'20" E along the west 1/16th line of said Section 3 for a distance of 1154.38 feet to a 2 ½" aluminum capped rebar marking the west 1/16th corner of said Section 3;

Thence S 87°49'48" E along the north boundary of said Section 3 for a distance of 1304.62 feet to a 2 ½" aluminum capped rebar marking the north ¼ corner of said Section 3;

Thence N 89°59'33" E along the north boundary of said Section 3 for a distance of 2651.09 feet to a point of beginning.

Said Tract of Land contains 326.518 acres more or less.