

**PROTECTIVE COVENANTS FOR
TOWER RIDGE ESTATES**

KNOW ALL MEN BY THESE PRESENTS: That the undersigned RENDEZVOUS RIDGE, LLC, a Wyoming Limited Liability Corporation, the owner of Tower Ridge Estates (also known as Tower Estates Subdivision) located in Crook County, Wyoming, does 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 which shall run with the land and be for the benefit of said property.

ARTICLE I

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectural and Landscape Control Committee. An Architectural and Landscape Control Committee is hereby established. It shall consist of three (3) members, and shall initially be composed of James S. Neiman, Sally Ann Neiman and Kent Neiman. A majority of the Committee may designate a representative to act for it. In case of the 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 members 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 members 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 fifty percent (50%) of the lots are sold, then shall be composed of two (2) members from the individual lot owners and (1) member from Rendezvous Ridge, LLC, 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 of 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 a nuisance 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 two (2) 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 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 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 (6) 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 exceed three (3) animals total.

(c) On lots of less than thirty-five (35) acres, no livestock shall be allowed except horses, which shall be limited to two (2) horses that may be kept on the property for no more than a total of thirty (30) days per calendar year. Horses kept for the limited periods allowed shall be kept only when appropriate and adequate fencing or other method of control is provided in a manner consistent with these covenants. No stud horses (uncastrated males) shall be allowed.

(d) As a place to burn trash, cuttings, or other items with the exception of barbecue fires.

(e) 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 foregoing 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 II, Section 13 and 14 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 the bounds of said architectural integrity.

Section 4. Voting. A vote of 50 percent of the lot/acreage owners within the subdivision can adopt, amend, or repeal such rules as stated above except that a one hundred percent (100%) vote is required to change or repeal Article II, Section 13 and 14. 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 100 feet from the front lot boundary, and the same distance from the side and rear boundary of the premises. However, a written exception may be granted as hereinafter set forth when reasonably required by topography or other physical conditions.

(b) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed 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 be allowed on and over the thirty (30) feet bordering any common roadway. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement 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.

ARTICLE II

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 acreages, numbered lots or parts thereof (hereinafter referred to as Premises) designated in these covenants of Tower Ridge 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 at least 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 twenty (20) acres or more, a single guest house or cabin shall be allowed. These structures may be used as temporary housing while building the principal residence and may be converted to guest housing when the principal residence 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 the temporary structure was erected, whichever occurs first. Persons may reside on a lot during construction only in 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 the 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. View. This section shall apply only to lots/tracts of ten (10 acres or less. The height of improvements or vegetation and trees on a lot shall not materially restrict the view of other lot owners. The Architectural Control Committee shall be the sole judge of the suitability of such heights. If the Architectural Control Committee

determines there is such restriction in the view of other lot owners, written notice shall be delivered to the offending owner. If after 30 days the improvement, vegetation, or trees are not removed or reduced in height as directed by the Architectural Control Committee, the Committee shall enter the offending lot, complete the removal or reduction, charging the owner of the lot reasonable cost for work done. This section is not to be read as justification to create views not present when the lot was originally purchased.

Section 13. 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 lights shall be allowed.

Section 14. 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 15. 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 16. 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 in a clean, sanitary and sightly manner at all times.

Section 17. Water & Sewage. Each property shall contain adequate provisions for water and sewage. Whenever community water or sewer systems may not be available, a preplanned and approved water and sewage system must be installed and maintained for each lot in full compliance with the rules, regulations and standards of the State of Wyoming and County of Crook; approved as to location by the Control and Review Committee as hereinafter established and set forth in paragraph 9 hereof and accepted as adequate by the Department of Health of Crook County, Wyoming.

Section 18. 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 Rendezvous Ridge LLC).

Section 19. Galvanized Tin Prohibited. No galvanized tin shall be allowed for use as roofing or siding material on any residence.

Section 20. Subdivision of Property. No further subdivision of lots/tracts five (5) acres or less shall be allowed. Minor subdivision of larger tracts shall be allowed in conformance with the Crook County Minor Subdivision Regulations and may include division of property in lots no smaller than five (5) acres. Any division of property shall

be subject to the rules and regulations of the **TOWER RIDGE ESTATES IMPROVEMENT AND SERVICE DISTRICT**, which was formed by the petition of the developers on or about June 6, 2005.

ARTICLE III

WATER

Domestic water to all property shall be provided through the Tower Ridge Estates Improvement and Service District, which shall operate the water system currently in place on the property. Each tract/lot shall have a water storage tank (cistern) 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 IV

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 whole or in part.

Section 2. Enforcement. Enforcement 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 and may be brought by any property

owner in the subdivision. Fines may be established by the Architectural Control Committee if approved by fifty percent (50%) of property owners.

Section 3. Severability. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED this 9th day of August, 2005.

Rendezvous Ridge, LLC

James S. Neiman
By: James S. Neiman, Manager

STATE OF WYOMING)
) §
COUNTY OF CROOK)

On this day James S. Neiman, who is known to me, personally appeared and stated he is an authorized manager of Rendezvous Ridge, LLC, a Wyoming Limited Liability Company, and that said instrument was signed on behalf of the company with proper authority and that James S. Neiman acknowledges this instrument to be the free act and deed of said company.

WITNESS my hand and official seal this 9th day of August, 2005.

[Signature]
Notary Public

My Commission Expires:

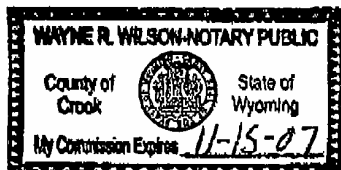


EXHIBIT "A"

Real property and improvements situate in Crook County, Wyoming more fully described as follows:

Township 52 North, Range 65 West, 6th P.M., Crook County, Wyoming

- ✓Section 5 : Lots 3 and 4
- ✓Section 6 : Lots 1

Township 53 North, Range 65 West, 6th P.M., Crook County, Wyoming

- ✓Section 31 : Lot 17
- ✓Section 32 : S $\frac{1}{2}$ SW $\frac{1}{4}$, and that portion of the SE $\frac{1}{4}$ lying West of Wyoming State Highway No. 24

EXCEPTING THEREFROM a tract of land conveyed to Dana D. Barclay by Warranty Deed recorded July 19, 1994 in Book 328 of Photos, Page 710; and a tract of land conveyed to Kenton W. Neiman and Nikki L. Neiman by Warranty Deed recorded March 15, 1996 in Book 342 of Photos, Page 91 and Corrective Warranty Deed recorded May 1, 1996 in Book 342 of Photos, Page 734

FURTHER EXCEPTING THEREFROM a tract of land conveyed to Scott A. Heimer and Connie L. Heimer by Warranty Deed recorded on November 21, 2001 in Book 388 of Photos, Page 712 described as follows:

Township 53 North, Range 65 West, 6th P.M., Crook County, Wyoming

- ✓Section 31 : SE $\frac{1}{4}$ SE $\frac{1}{4}$

Township 52 North, Range 65 West, 6th P.M., Crook County, Wyoming

- ✓Section 6 : Lot 1

TOGETHER with all improvements situate thereon and all easements and appurtenances belonging thereto. SUBJECT to all covenants, easements, reservations, and restrictions of record.