

41

**SECOND AMENDED PROTECTIVE COVENANTS, CONDITIONS
AND
RESTRICTIONS FOR BOARS TUSK SUBDIVISION**

WHEREAS L & K Construction, L.L.C. is the sole owner of Boars Tusk Subdivision, a duly platted subdivision located in Sweetwater County, Wyoming, the perimeter boundaries of which are described on Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS L & K Construction, L.L.C. (hereafter "Declarant") desires to place certain covenants and restrictions on said subdivision for the benefit and protection of the Declarant as well as those purchasing lots in Boars Tusk Subdivision; and

WHEREAS the Declarant intends that this instrument shall define the covenants and restrictions on Boars Tusk Subdivision and, after recording in the office of the Sweetwater County, Wyoming, Clerk and Ex-Officio Register of Deeds, this instrument shall supercede and replace the Protective Covenants, Conditions And Restrictions For Boars Tusk Subdivision filed in the Office of the Sweetwater County, Wyoming Clerk on April 6, 2006, at Book 1055, Pages 1118-1126; and the Amended Protective Covenants, Conditions And Restrictions For Boars Tusk Subdivision filed in the Office of the Sweetwater County, Wyoming Clerk on June 22, 2006, at Book 1062, Pages 363-371; and shall provide record notice of the covenants, conditions and restrictions applicable to the subdivision to all subsequent purchasers of lots within the Boars Tusk Subdivision.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that all lots in the Boars Tusk Subdivision acquired after the date of recording of these Amended Protective Covenants, Conditions And Restrictions For Boars Tusk Subdivision are subject to the following covenants, restrictions and conditions:

I. DECLARATION

Declarant hereby declares that all lots in the Boars Tusk Subdivision acquired after the date of recording of these Amended Protective Covenants, Conditions And Restrictions For Boars Tusk Subdivision shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the protective covenants, conditions, restrictions and easements hereafter set forth. These covenants shall run with the property and bind all parties acquiring any legal or equitable interest in the property; and shall inure to the benefit of every owner of any part of the property.

II. DEFINITIONS

The following terms and phrases used in these Covenants shall be defined as follows:

- A. Covenants. Covenants shall mean these Amended Protective Covenants, Conditions And Restrictions For Boars Tusk Subdivision.
- B. Declarant. Declarant shall mean L & K Construction, L.L.C.
- C. Developer. Developer shall mean L & K Construction, L.L.C. or successors or assigns to whom L & K Construction, L.L.C. transfers or conveys lots in the property for the specific purpose of resale.
- D. Front Portion. Front Portion shall mean that portion of a lot in Boars

Tusk Subdivision between the front of a house and the adjoining road.

E. Lot. Lot shall mean a discreet, numbered, subdivided parcel of property as depicted on the Final Plat of the Boars Tusk Subdivision, as recorded in the office of the County Clerk of Sweetwater County, Wyoming.

F. Owner. Owner shall mean the record owner of a lot, and does not include those having an interest in any lot as security for the performance of an obligation.

G. Property. Property shall mean the real property described in the Final Plat of the Boars Tusk Subdivision, as recorded in the office of the County Clerk of Sweetwater County, Wyoming.

III. LAND USE AND BUILDING TYPE

Only new construction or alteration of existing construction shall be permitted. Except as specifically provided to the contrary herein, lots within the subdivision shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on the property other than one single family dwelling, which may have an attached garage not to exceed 1,500 square feet in area, an additional private garage which may be separate from the dwelling; an additional out building not to exceed 2,000 square feet in area; and a horse barn/tack room not to exceed 2,000 square feet in area. All construction shall be compatible with existing structures within the subdivision. The following restrictions are applicable to all buildings on lots within the subdivision:

A. No galvanized metal roofs shall be allowed on any buildings.

B. All single level homes must have a minimum of fifteen hundred (1,500) square feet of living space on the ground floor, exclusive of attached garage and porches. Multi-level homes must have a minimum of twelve hundred (1,200) square feet of living space on the base floor, exclusive of attached garages and porches.

C. New modular homes built to International Residential Code specifications shall be allowed in the subdivision. However, modular homes must conform to all covenants, restrictions and conditions applicable to Boars Tusk Subdivision, including those in this Section III. In addition, modular homes must maintain a 5/12 roof pitch or greater and must have at least one roof dormer on the front side of the home.

D. No buildings shall be erected contrary to applicable Sweetwater County, Wyoming building and zoning regulations. Without limiting the generality of the foregoing, any construction done on slopes greater than 10% will be required to be done in accordance with the Slope Overlay Regulations of Sweetwater County that are in effect when construction occurs.

E. The immediate area around the dwelling on any lot in the subdivision shall be landscaped within one year of construction of the dwelling.

F. If any lots in Boars Tusk Subdivision are further subdivided, all covenants, conditions and restrictions established by these Amended Protective Covenants, Conditions And Restrictions For Boars Tusk Subdivision shall be applicable to the lots into which existing lots are subdivided.

IV. PROHIBITED STRUCTURES AND CONSTRUCTION MATERIALS

A. No trailer home, mobile home, camper, skid structure, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used in the area as a place of residence or habitation, either temporarily or permanently, except as the same may be customarily employed by contractors for and during the construction of improvements thereon. No house trailer, camper trailer, skid structure, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any property. The term "trailer home" or "mobile home" as used herein shall mean any building or structure with wheels and/or axles; and any vehicle used or constructed so as to permit its being used for transport upon the public streets or highways and constructed in a manner as to permit occupancy thereof as a dwelling or sleeping place for one or more persons; and shall also mean any such building, structure or vehicle, whether or not wheels and/or axles have been removed, after such building, structure or vehicle has been placed either temporarily or permanently upon a foundation.

B. No structures, including fences and corrals, shall be constructed in Boars Tusk Subdivision using railroad ties or timber slabs. The exterior of all wooden structures, except corrals, shall be painted, stained or otherwise coated.

V. SIGNS AND LIGHTS

Except with the written consent of Developer as to dimensions or purpose, no signs or exterior lights of any character shall be placed or maintained on any lot except:

A. A sign identifying the owner or occupant thereof, no dimension of which exceeds three (3) feet. Said signs shall not be illuminated unless affixed to the exterior of the main dwelling.

B. Any light used to illuminate parking areas, grounds, building exteriors or used for any other purpose shall be so arranged as to direct the light away from any adjacent or nearby properties and away from the vision of passing motorists.

C. Christmas lights and ornaments will be permitted during the holiday season.

VI. LIVESTOCK AND ANIMALS

Boars Tusk Subdivision is zoned R-2/SF LS2. Subdivision residents are reminded that commercial agriculture is not permitted in R-2/SF LS2 zones.

Regarding animals kept and maintained by subdivision residents, no cows, goats, sheep, pigs, chickens, ducks, geese or other farm animals of any kind are permitted, except as children's 4-H projects. Only two 4-H animals per each child of a record owner of a lot in the subdivision may be kept, and said animals may be kept only between the months of January through August, inclusive.

No lot owner(s) may keep more than one dog per two acres of lot size; and one cat per two acres of lot size.

Regarding horses (which shall include mules, burros and llamas, each mule, burro or llama being counted as one horse), Declarant intends that the property subject to these covenants, conditions and restrictions may be used to keep horses. A horse barn/tack room is specifically authorized in IV.B. above. No more than two (2) horses per acre may be kept on any lot.

VII. VEHICULAR RESTRICTIONS

No vehicles, trailers, motor homes, trailer homes, horse trailers, or any other means of conveyance, wheeled or otherwise and of whatsoever kind or nature, including but not limited to water craft, whether for the carriage or transport of persons, animals or materials, and whether motor-powered or otherwise, shall be parked on any streets within the subdivision at any time. No vehicle of a size larger than a now standard American manufacture motor car or pick-up truck, and no vehicle the primary use or design of which is for the transportation of passengers, and no vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers, house trailers, buses, boats and boat trailers, snowmobiles and snowmobile trailers, tractors and other farm implements shall be parked or maintained on any part of the Front portions or driveways of any lot for a continuous period of more than forty-eight hours (48) hours, unless such vehicle or equipment is placed in a garage.

Motorcycles, snowmachines and all-terrain vehicles are not to be operated in the subdivision at anytime, except as legitimate transportation confined to the roadways in Boars Tusk Subdivision.

VIII. DRAINAGE

Drainage of all surface area of Boars Tusk Subdivision was carefully engineered and drainage structures and improvements were constructed at the time of subdivision. Each lot in the subdivision is subject to a drainage easement or easements as said easements are depicted on the official plat of the subdivision filed and recorded in the Office of the Sweetwater County, Wyoming Clerk and Ex-Officio Register of Deeds on April 6, 2006 at Book - Plat, Page - 462. Maintenance and upkeep of drainage easements outside the County right-of-way will be the responsibility of the individual lot owner. Fences, walls or footings that would impede drainage flows within those drainage easements and regrading of drainage easements shall not be permitted. Drainage ditches that parallel the roads will be maintained by the county. Each lot owner is responsible for maintenance of such drainage structures and improvements as are located upon lot owner's lot. In addition, any lot owner who fails to maintain the drainage structures and improvements located on his/her lot shall be solely and exclusively liable for any damages that proximately result from failure of the lot owner to perform the maintenance required by this Article VIII.

IX. UTILITY SERVICES

Availability of water is as noted on the Final Plat of Boars Tusk Subdivision and on the "As Builts" on file with the Sweetwater County Land Use Department. All utility service lines and other service lines (such as cable television) shall be underground or located inside the boundaries of buildings. Lot owners are responsible for bringing utilities from lot boundaries to points of consumption within the lots.

X. UTILITY EASEMENTS

Easements for installation and maintenance of utilities are reserved and are

shown on the Final Plat of Boars Tusk Subdivision. No structure shall be placed or permitted to remain within the limits of the easement which may endanger or interfere with the installation and maintenance of utilities. Landscaping of the easement area shall be maintained by the owner of the property.

XI. SEWER AND SEPTIC SYSTEMS

As a precondition of acceptance of the Final Plat of Boars Tusk Subdivision by Sweetwater County, Wyoming, the Land Use Planning Department of Sweetwater County and the Department of Environmental Quality of the State of Wyoming requires the Developer to notify lot owners of the following in these Amended Protective Covenants, Conditions And Restrictions For Boars Tusk Subdivision:

Individual home/lot owners must hire a Professional Engineer licensed with the State of Wyoming, to obtain a Chapter 3 Permit to Construct, from the Wyoming Department of Environmental Quality, Water Quality Division, to authorize the construction of a septic system with leach field. Home/lot owners must submit the permit application to the Southwest District Engineer, Water Quality Division, State of Wyoming. At the time of filing of these covenants the address of the Southwest District Engineer, Water Quality Division, is 510 Meadowview Drive, Lander, WY 82520.

XII. WASTE DISPOSAL AND TRASH

All exterior garbage containers shall be screened from view of adjoining property owners and roads. The use of exterior garbage containers shall be restricted to the disposition of household waste and garbage. No garbage, trash, brush piles, rubbish, junk, inoperative vehicles, including trailers as defined in the contexts of these covenants, and no other unsightly items of property or waste shall be collected, placed or permitted to accumulate on any property. Owners and occupants shall do everything necessary or desirable to keep their lots neat and in good order. If an owner or occupant permits any such rubbish, debris, or trash to remain upon its lot then the Developer, or such person or persons as the Developer may from time to time designate, may enter upon the property and may remove the same therefrom or otherwise cause compliance herewith and such owner or occupant shall forthwith upon such entry be liable to the Developer for the full cost of enforcing compliance herewith. Any entry for said purposes shall not be deemed to be a trespass upon the property, and the decision of the Developer shall be conclusive as to whether or not this covenant has been violated; provided, however, that notice of any violation thereof shall have been given the owner and/or occupant in writing not less than five (5) days prior to any such entry.

Manure shall be removed from each subdivision lot by the owner and shall be disposed of in a lawful manner. Manure removed shall be done as needed, but no less than two times per year.

XIII. HUNTING AND FIREARMS

There will be no discharging of firearms or hunting of any nature within the boundaries of Boars Tusk Subdivision.

XIV. NUISANCES

No noxious or offensive activity shall be carried on upon any property, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other owners in the enjoyment of their property. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices shall be placed or used upon any property, except for those devices designed and installed to protect the security of the properties and improvements located thereon.

XV. PROHIBITED ACTIVITIES

No business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature that will generate any additional street traffic in Boars Tusk Subdivision, whether or not conducted for profit, shall be operated, maintained or conducted on or in any property in Boars Tusk Subdivision. Further, no dwelling or any part thereof may be used as a boarding or rooming house; provided, however, that the main dwelling on any lot within Boars Tusk Subdivision may be leased by the owner for use as a single family dwelling.

XVI. ENFORCEMENT OF COVENANTS

The Boars Tusk Subdivision will not have an architectural or homeowner control committee. Instead, any homeowner or homeowners within the addition may through legal process enjoin construction of and/or require removal of improvements which do not comply with the provisions of this declaration. If suit is filed to enforce a provision or provisions of this declaration, then the party(s) against whom this declaration is being enforced shall be liable for and shall pay the attorney fees and court costs of the enforcing party(s).

ALL PERSONS WHO SIGN THIS AMENDED DECLARATION AND ALL PERSONS WHO MAY HEREAFTER PURCHASE PROPERTY WITHIN THE BOARS TUSK SUBDIVISION ARE SPECIFICALLY ADVISED OF THE FOLLOWING:

- If you attempt to erect an improvement which does not comply with the provisions of this declaration, this Paragraph XVI provides that a Court may issue an order forcing you to stop and forcing you to remove that which has been constructed.

- If you erect an improvement which does not comply with the provisions of this declaration, this Paragraph XVI provides that a Court may require you to tear it down. You will therefore lose the cost of construction, as well as incur the cost of removal.

- If a lawsuit is required to enforce the provisions of this declaration against you, this Paragraph XVI provides that a Court may require you to pay not only your own attorney fees to defend, but also the attorney fees of the party(s) enforcing the provisions of this declaration, and costs of suit. VIOLATION OF ANY PROVISION OF THIS DECLARATION WILL BE VERY EXPENSIVE FOR THE PARTY(S) VIOLATING.

In the event any property owner is uncertain whether construction of an improvement would violate the provisions of this declaration, the property owner is encouraged to speak to other homeowners in the addition. Consent in writing of a majority of homeowners (at the time consent is sought) to proposed construction of an improvement shall be conclusive proof that the proposed

construction complies with the provisions of this declaration. For purposes of determining a majority of homeowners the following rules shall apply:

- A. Each lot on which a house has been constructed, and a certificate of occupancy issued, shall have one (1) vote; and
- B. Any person having a recorded ownership interest in the home (exclusive of mortgagees and other parties with security interests) is authorized to vote the lot, regardless of whether there are other co-owners.

The above provisions shall not be construed as limiting the manners and methods through which the provisions of this declaration may be enforced. In addition to the enforcement options provided above, enforcement of this declaration may be by any available proceeding at law or in equity, including but not limited to proceedings for recovery of damages, against any person violating or attempting to violate any of the provisions hereof. As provided above, in any suit to enforce a provision or provisions of this declaration, the party against whom this declaration is being enforced shall be liable for and shall pay the attorney fees and court costs of the enforcing party.

XVII. LEGAL PROVISIONS

A. Non-waiver. No delay on the part of the Declarant or any other person in the exercise of any right, power, or remedy contained herein shall be construed as a waiver thereof or acquiescence therein.

B. Modification. These restrictions may be modified or amended by a majority of lot owners of Boars Tusk Subdivision. In any vote by lot owners, each lot shall be entitled to one vote and one vote only.

C. Severable. These restrictions shall be severable and if any be held unenforceable by any court of competent jurisdiction, all remaining restrictions and covenants herein set forth shall remain in full force and effect.

D. Limited Liability. Neither the Declarant, nor any officer, agent or employee of Declarant, shall be liable to any owner or other person for any action or for failure to act with respect to any matter herein. The Declarant shall release, hold harmless, defend and indemnify every present and former officer of Declarant and every present and former limited liability member against all liabilities incurred as a result of holding such office, to the full extent permitted by law.

E. Assignment Of Declarant's Interest. Any and all of the right, title, interest and estate given to or reserved by the Declarant herein or on the Plat of Boars Tusk Subdivision may be transferred or assigned to any person, firm or corporation by appropriate instrument in writing duly executed by the Declarant and recorded in the office of the County Clerk of Sweetwater County, Wyoming, and wherever the Declarant is hereby referred to, such reference shall be deemed to include its successors and assigns.

L & K CONSTRUCTION, L.L.C. DOES HEREBY CERTIFY THAT THE FOREGOING AMENDED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINS ALL COVENANTS, CONDITIONS AND RESTRICTIONS

CURRENTLY IN FORCE AND EFFECT WITH RESPECT TO BOARS TUSK
SUBDIVISION.

IN WITNESS WHEREOF, I have hereunto set my hand this 31st day of
January, 2007.

L & K Construction, L.L.C., a
Wyoming limited liability company

By: [Signature]
Kevin Ringdahl, Manager

The State of Wyoming)
: ss.
County of Sweetwater)

On the 31st day of January, 2007, before me personally
appeared Kevin Ringdahl, to me personally known, who, being by me duly sworn,
did say that he is the Manager of L & K Construction, L.L.C., a Wyoming limited
liability company and that the foregoing instrument was signed on behalf of said
limited liability company by authority of its members, and said Kevin Ringdahl
acknowledged said instrument was voluntarily executed on behalf of said limited
liability company for the purposes and considerations expressed therein, with full
understanding of the terms and conditions set forth therein, and as the free act
and deed of said limited liability company.

Witness my hand and official seal.



Cheryl A. Mackrell
Notary Public

My Commission Expires: 1-16-08

LEGAL DESCRIPTION FOR BOARS TUSK SUBDIVISION

A parcel of land located in section Twenty-nine (29), Resurvey Township Twenty (20) North, Range One Hundred Five (105) West of the Sixth (6th) Principle Meridian, Sweetwater County, Wyoming, and being more particularly described as follows:

Beginning at the Southwest Section Corner of said Section 29,

Thence North 00°21'55" West (North 00°21'17" West - deed) along the West Line of said Section 29 for a distance of 2327.54 feet (2326.64 feet - deed) to the southwest corner of the Dennis and Sydney Walker tract described in Book 868, Page 20 in the records of the Sweetwater County Clerk;

Thence South 89°58'13" East (South 89°57'40" East - deed) along the southerly boundary of said Walker tract for a distance of 1381.37 feet (1381.78 feet - deed) to the southwest corner of the Kenneth and Tammy Wolff tract described in Book 866, Page 750 in the records of the Sweetwater County Clerk;

Thence South 89°58'13" East (South 89°57'40" East - deed) along the southerly boundary of said Wolff tract for a distance of 1138.15 feet (1137.32 feet - deed) to the northwest corner of the Brian Stouffer tract described in Book 920, Page 154 in the records of the Sweetwater County Clerk;

Thence South 00°10'13" East (South 00°08'46" East - deed) along the westerly boundary of said Stouffer tract for a distance of 1004.36 feet (1004.48 feet - deed) to the southwest corner thereof;

Thence North 89°59'12" East (North 89°59'27" East - deed) along the southerly boundary of said Stouffer tract for a distance of 120.56 feet;

Thence South 89°59'49" East (South 89°59'33" East - deed) along the southerly boundary of said Stouffer tract for a distance of 752.15 feet (752.39 feet - deed) to the northwest corner of the Russell & Robin Robison tract described in Book 866, Page 464 in the records of the Sweetwater County Clerk;

Thence South 00°07'49" East (South 00°06'34" East - deed) along the westerly boundary of said Robison tract for a distance of 1319.91 feet (1320.00 feet - deed) to the southwest corner thereof, said point lies on the South Line of said Section 29;

Thence South 89°53'09" West (North 89°59'33" West - deed) along said south section line of said Section 29 for a distance of 749.85 feet (751.55 feet - deed) to the South Quarter Corner thereof;

Thence South 89°59'27" West along the south section line of said Section 29 for a distance of 2633.53 feet (2631.78 feet - deed) to the POINT OF BEGINNING.

Said parcel contains an area of 160.81 acres (160.73 acres - deed).



RECORDED 2/12/2007 AT 12:45 PM REC# 1494620 BK# 1081 PG# 0940
STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WYPage 9 of 9

