
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

**PAINTROCK CROSSING
Hyattville, Wyoming**

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

**PAINTROCK CROSSING AREA I
BIG HORN COUNTY, WYOMING**

THIS DECLARATION MADE THIS _____ DAY OF _____, 2009, by Paintrock Crossing, LLC, hereinafter called Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article 1, Section 2, of this Declaration; and

WHEREAS, Declarant desires to subject the real property described in Article 1, Section 2 hereof to the covenants, conditions, restrictions, assessments, charges and liens hereinafter set forth; and

WHEREAS, the Paintrock Crossing Home Owner's Association, Inc. has been incorporated under the Laws of the State of Wyoming as a nonprofit corporation, and has been granted powers of administering and enforcing the said covenants, restrictions, charges, and liens and disbursing the assessments and charges hereinafter created;

NOW, Therefore Paintrock Crossing, LLC, Declarant, declares that the real property described in Article 1, Section 2, and such additions thereto as may hereafter be made pursuant to Article 1, Section 3, hereof, is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, charges and liens hereinafter set forth.

**ARTICLE I
GENERAL**

Section 1. Definitions.

The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

"Architectural Review Committee" shall mean the Architectural Review Committee for the Paintrock Crossing Home Owner's Association.

"Association" shall mean and refer to the Paintrock Crossing Home

Owner's Association, Inc., its successors and assigns.

"Board" shall mean the Board of Directors of the Paintrock Crossing Home Owner's Association.

"Common Properties" shall mean and refer to all real property, the irrigation system, and the developments roads which have been platted and constructed to serve the Paintrock Crossing development, even if such roads are dedicated to public use and (including improvements thereto) owned by the Association or dedicated to the Association either by separate instrument or as shown on any recorded plat or its equivalent of The Properties or any portion thereof filed or approved by Declarant.

"Declarant" shall mean and refer to Paintrock Crossing and its successors and assigns and shall include any person or entity to which Declarant may assign its rights and privileges, duties, and obligations under, which are and shall be assignable.

"Development" shall mean any alterations of the natural land surface and all buildings, structures or other site improvements placed on the land to accommodate the use of a lot.

"Lot" shall mean and refer to any plot of land shown on any recorded plat or its equivalent of The Property thereof filed or approved by Declarant.

"Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot, including contract buyers and Owners of a beneficial interest, but excluding those having such interest merely as a security for the performance of an obligation.

"Single Family Residence" shall mean and refer to any permanent, detached structure or building used primarily as a residence, including the Lot on which said structure or building is situated, now existing or to be constructed.

"The Property" shall mean and refer to the real property (including improvements) described in Section 2 hereof, and additions thereto, as are subject to this declaration or any Supplemental Declaration under the provisions of Section 3 hereof.

Section 2. The Property.

The real property covered by this Declaration is described in Exhibit "A" attached hereto and incorporated herein by reference. For purposes of this Declaration such real property is designated as Area I. All of The Property and any right, title or interest therein shall be owned, held, leased, sold and /or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, restrictions, charges and liens set forth herein.

Section 3. Additions to Property Subject to Declaration.

Additional property may become subject to this Declaration in the following manner.

- a. Such Supplementary Declaration shall contain covenants and restrictions to which the added Property shall be subject. Such covenants and restrictions may contain additions, deletions, and modifications from those contained in this Declaration as may be necessary to reflect the different character, if any, of the added Property. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within any "Area," nor revoke, modify, or add to the covenants established by previously filed Supplementary Declarations within previously designated 'Areas,' nor shall such Supplementary Declaration in any way change the provisions of Articles I, II, III, IV, VI, VII, VIII, IX and X.
- b. Upon a merger or consolidation of the Association with another association, the Association's Property, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the Property, rights, and obligations of another association may, by operation of law, be added to The Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Property together with the covenants and restrictions established upon any other Property as one scheme. No such merger or consolidation,

however, shall affect any revocation, change or addition to the covenants established by this Declaration pertaining to The Property except as hereinafter provided.

Section 4. Binding Effect.

The provisions of this Declaration are and shall be construed as covenants running with The Property and shall be binding upon Owners and Tenants of the Property or any part thereof and inure to the benefit of the Owners. From and after the date this Declaration is recorded in the Real Property Records of Big Horn County, Wyoming, The Property, and each Lot, shall be owned, held, sold, transferred, mortgaged, conveyed, leased, demised and otherwise used, developed, encumbered or disposed of by Declarant and by any subsequent Owner or Tenant thereof subject to the provisions of this Declaration.

Section 5. Recordation.

This Declaration shall be recorded in the Real Property Records of Big Horn County, Wyoming.

*ARTICLE II
ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION*

ADMINISTRATION.

Section 1 Authority.

- a. Control. The Association's rights, duties and obligations under this Declaration shall be administered by the Board, except for those matters specifically delegated to the Architectural Review Committee in this Declaration. The Board shall consist of five (5) individuals and be selected by the Declarant as long as the Declarant owns land within the Property. After Declarant no longer owns land within the Property, the Board shall be selected by the majority vote of eligible Members. Upon Declarant no longer owning land within the Property, Board members shall be elected to serve terms of two (2) years and shall be elected in staggered terms after designated by the Declarant.

- b. Powers and Duties of the Board. The Board shall have all authority to administer the Association, including, but not limited to the following powers and duties:
- (1) To maintain or cause to be maintained the Common Properties, including, but not limited to (i) mowing, pruning, fertilizing, preservation and replacement of the landscaping (including, without limitation, the purchase of additional trees, bulbs, plants and other planting material), (ii) upkeep and maintenance of sidewalks, and (iii) upkeep and maintenance of sprinklers, sprinkler mains and laterals, sprinkler heads, equipment, water pumps, wells, signs, lighting and planting boxes.
 - (2) To enter into contracts with Owners to provide landscape maintenance services to such Owners, with the cost of such services to be paid by the contracting Owner.
 - (3) To make and enforce reasonable rules and regulations for the operation and use of the Common Properties as specified herein and to amend such rules and regulations from time to time, provided that any rule or regulation adopted by the Board may be amended or repealed by an instrument in writing signed by the Owners holding a majority of the total eligible votes of the Owners after Declarant no longer owns land within The Property.
 - (4) To make, amend and enforce reasonable rules governing the operation of the Board.
 - (5) To enter into agreements or contracts with insurance companies with respect to property, liability, and other appropriate insurance coverage for the Association and the Common Properties.
 - (6) To enter into agreements or contracts with utility companies with respect to utility installation, consumption and service matters relating to the Common Properties and to grant permits, licenses and easements under, through or over the Common Properties for utilities, roads and other purposes

reasonably necessary or useful for the proper maintenance, operation and development of The Property.

- (7) To borrow funds to pay costs of operating and costs of improving the Common Properties, which borrowings may be secured by a mortgage or mortgages covering all or any part of the Common Properties.
- (8) To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incident to the operation and management of the Association.
- (9) To sue or defend in any court of law on behalf of the Association.
- (10) To maintain adequate reserves for repairs and replacements of the Common Properties.
- (11) To make available to each Owner within ninety (90) days after the end of each year an annual report and, upon the written request of two (2) or more of the Owners, to have such report audited, at the expense of the Association, by an independent certified public accountant, which audited report shall be made available to each Owner within fifteen (15) days after completion.
- (12) Pursuant to Section D of this Article, to adjust the amount of, collect and use any insurance proceeds to repair damage to or replace Common Properties; and if such proceeds are insufficient to repair damage to or replace Common Properties, to assess the Owners to cover any deficiency.
- (13) To suspend the voting and other rights of an Owner for any period during which any assessment against such Owner's Lot remains delinquent.
- (14) To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Owners by other provisions of this Declaration, the Bylaws of the Association or the Articles of Incorporation of the Association.

- (15) At the option of the Board, to declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board.
- (16) To employ a manager or firm to manage the affairs and property of the Association and to perform certain duties of the Board hereunder, including, without limitation, those duties with respect to calculating, levying and collecting assessments as set forth in Article III, to employ independent contractors or such other employees as the Board may deem necessary, and to prescribe their duties and to set their compensation.
- (17) To retain the services of legal and accounting firms.
- (18) To enforce the provisions of this Declaration and any rules and regulations made hereunder and to enjoin and/or seek damages from any Owner, Tenant or Invitee for violation of such provisions or rules.
- (19) To contract with any Owner (including, without limitation, the Declarant) for performance, on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be at competitive rates and otherwise upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.
- (20) To take any and all other actions and to enter into any and all other agreements as may be necessary or proper, for the fulfillment of its obligations hereunder, for the operation and protection of the Association or for the enforcement of the covenants, restrictions, design standards and other provisions set forth herein.
- (21) To conduct, or cause to be conducted, periodic inspections during the construction phase of any Improvements, without any obligation to do so.
- (22) To dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility.

- (23) To make and enforce reasonable rules and regulations applicable to the construction by any Owner of Improvements on such Owner's Lot relating to such matters as: temporary parking of construction vehicles; storage of construction materials on such Lot; removal of construction debris; maintenance of roads and landscaping; construction vehicle traffic; installation and connection of utilities; and water, dust, pollution and pest and rodent control.
- (24) At the option of the Board, to subordinate the Association's lien provided for herein to any second lien deed of trust or mortgage on a Lot given to secure the purchase or improvement of the Lot.
- (25) To appoint a water master (either from the board or an owner) to maintain the main irrigation system (excluding individual lot irrigation systems), including cleaning of the system and drainage of the system in the fall, as well as, coordination with the appropriators of the ditch.
- (26) To maintain and improve the roads located in each phase of the Paintrock Crossing Development.

c. Liability Limitations.

Neither any Owner nor the Board nor the directors (or any of them) nor the officers, agents or employees of the Association nor any other entity acting for or on behalf of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Owner, whether or not such other Owner was acting on behalf of the Association or otherwise. Neither the Declarant nor the Association, nor their directors, officers, agents or employees, shall be liable for any incidental or consequential damages for failure to inspect any premises, Improvements or portions thereof or for failure to repair or maintain the same. The Declarant or the Association shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, Improvements or portions thereof.

The members of the Board, the officers of the Association and the members of the Architectural Review Committee shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions

made in good faith as such members or officers. Each member of the Board, officer of the Association and member of the Architectural Review Committee shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member or an officer, or any settlement thereof whether or not he is a member or an officer at the time such expenses are incurred, except in such cases in which the member or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only if the Board approves such settlement and reimbursement.

The provisions of this Subsection II.1.C. shall be liberally construed to limit the liability of, and for the benefit of, the Owners, the Board, the directors, officers, agents and employees of the Association, the Architectural Review Committee and all other entities acting for or on behalf of the Association.

Section 2. Insurance, Repair and Restoration.

- a. Obligation to Purchase Insurance. The Association shall be obligated to purchase, carry and maintain in force insurance, including comprehensive public liability and property damage insurance, covering any or all portions of the Common Property, and any Improvements thereon or appurtenant thereto, for the interest of the Association, its Board, members of the Architectural Review Committee, officers, agents and employees and, of all Owners, in such amounts and with such endorsements and coverages as the Board shall, in its sole discretion, determine from time to time.
- b. Insurance Proceeds. To the extent permitted by any mortgage or similar instrument which creates a lien against all or a portion of the Common Properties and to the extent reasonably practicable, the Association shall use the net proceeds of any property insurance to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from proceeds of insurance paid to the Association, as required in this Section, remaining after satisfactory completion of repair and replacement, except as may be provided to the contrary in any mortgage or similar instrument which creates a lien against all or a portion of the Common Property, shall be retained by the Association as a part of the general reserve fund for repair and replacement of the Common Properties.

- c. Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Board may either (a) levy a special assessment, as provided for in Article III, to cover the deficiency or (b) otherwise provide funds to cover such deficiency in such manner as the Board shall determine.

Section 3. Reserve Funds.

The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to demonstrate that the amounts deposited therein are capital contributions and not net income to the Association. The aggregate deposits in such reserve funds shall not exceed Ten Thousand and No/100 Dollars (\$10,000.00) for the first three (3) years following the establishment of such funds unless approved in writing in advance by the Declarant (for so long as Declarant is an Owner) and a majority of Owners voting in person or by valid proxy at a meeting duly called for the purpose of giving such approval.

Section 4. Membership.

Each and every person, persons or legal entity, who shall own any lot, tract, or parcel of land in The Property, shall automatically be a member of the Association, PROVIDED that any person or entity who holds such an interest merely as security for the performance of any obligation shall not be a member.

Section 5. Classes of Voting Members.

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those members described in Section I hereof with the exception of Hyattville Real Estate, LLC. Class A members shall be entitled to one vote for each Lot owned. When two or more persons or entities hold undivided interests in a Lot, all such persons or entities shall be Class A members, and 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 each Lot in which such members own undivided interests.

Class B. The Class B member shall be Hyattville Real Estate, LLC. The Class B member shall be entitled to one hundred (100) votes for each lot owned by it. PROVIDED, HOWEVER, that from and after December 31, 2009, notwithstanding any other provision of this Article, the Class B member shall be entitled to only one vote for each lot.

SECTION III ASSESSMENTS

Section 1. Covenants for Assessments.

The Declarant hereby covenants, and each purchaser of any such Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant to pay to the Association: (1) annual assessments or charges (as specified in Section 3 hereof); (2) special assessments for capital improvements (as specified in Section 4 hereof), all of such assessments to be fixed, established, and collected from time to time as hereinafter provided.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the following: (i) improving and maintaining the Common Property; (ii) reimbursing the Declarant for any and all costs incurred by Declarant in the construction, installation, reconstruction, replacement, repair or maintenance of the Common Property; and, (iii) carrying out the purposes of the Association as stated in its Articles of Incorporation.

Section 3. Annual Assessment.

Each owner of a Lot shall pay to the Association an annual assessment of XXXX (\$XXX.00) (The assessment amount will be determined by the end of 2009). The rate of annual assessment may be increased by the Declarant or by the vote of the membership of the Association, as provided in Section 5 hereof. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. The Association may not accumulate a surplus at the end of any year which is more than two times

the maximum permissible annual assessment for that year. The Board of Directors shall, should excess surplus (as above defined) exist at the end of any year, reduce the next total annual assessment by an amount at least equal to said excess surplus.

Section 4. Special Assessments.

In addition to the annual assessments authorized by Section 3 hereof, the Association may, by vote of its members as set out in Section 6 hereof, levy in any assessment year or years a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described improvement including the necessary fixtures and personal property related thereto, or for carrying out other purposes of the Association as stated in its Articles of Incorporation.

Section 5. Vote Required for Increase in Rate of Annual Assessment.

The increase in the rate of the annual assessment as authorized by Section 3 hereof must be approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose. Written notice of such meeting shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Vote Required for Special Assessment.

The Special Assessment authorized by Section 4 hereof must be approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 7. Commencement Date of Annual Assessment.

The first annual assessment provided for herein shall commence with the year **2010** and shall continue thereafter from year to year.

Section 8. Due Date of Assessments.

The first annual assessment shall become due and payable on **January 1, 2010**, and shall be considered delinquent if not paid by **January 31, 2010**. The assessments for any year after **2010** shall become due and payable on **January 1** of such year and delinquent if not paid by **January 31** of such year. The due date and delinquent date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Owner's Personal Obligation for Payment of Assessments.

The annual and special assessments provided for herein shall be the personal and individual debt of the owner of the property covered by such assessments. No owner may exempt himself from liability for such assessments. In the event of default in the payment of any such assessment, the owner of the property shall be obligated to pay interest at the rate of ten percent (10%) per annum on the amount of the assessment from the due date thereof, together with all costs and expenses, including attorneys' fees.

Section 10. Assessment Lien and Foreclosure.

All sums assessed in the manner provided in this Article but unpaid shall, together with interest as provided in Section 9 hereof and the cost of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the owner, and his heirs, devisees, personal representatives, and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the improvement of the property in question. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Association. To evidence the aforesaid assessment lien, the Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Big Horn County, Wyoming. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth in Section 8 above and may be enforced by the foreclosure of the defaulting owner's property by the Association in like manner as a mortgage on real property subsequent to the recording of a

notice of assessment lien as provided above, or the Association may institute suit against the owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the owner shall be required to pay the costs expenses, and reasonable attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any part of The Property, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

Section 11. Common Property Exempt.

All Common Property as defined in Article 1, Section 1c hereof, and any Common Property of any other association designated on any recorded plat filed by Declarant, and all portions of The Property owned by or otherwise dedicated to any political subdivision, shall be exempted from the assessments and lien created herein.

Section 12. Declarant Property Exempt.

All property owned by Declarant shall be exempted from the assessments and liens created herein.

ARTICLE IV
ARCHITECTURAL REVIEW COMMITTEE

Section 1. Designation of Committee.

The Association shall have an Architectural Review Committee, which shall consist of five (5) members who shall be natural persons, and who shall be appointed by the Declarant until December 31, 2019, or until the Declarant no longer owns any land within The Property. After the earlier to occur between December 31, 2019, and the Declarant no longer owning any land within The Property, the Board of Directors shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the Architectural Review Committee. Any and all members of such committee may be removed by the Declarant without cause.

Section 2. Meetings of Architectural Review Committee.

The Architectural Control Committee shall meet monthly. Additional meetings can be scheduled if deemed necessary. At least three (3) members of the Architectural Review Committee must be present at a meeting.

Section 3. Function of Architectural Review Committee.

No improvement, as that term is hereinafter defined, shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any portion of The Property until plans and specifications, in such form and detail as the Architectural Review Committee may deem necessary, shall have been submitted to and approved in writing by such committee. The Architectural Review Committee shall have the power to employ professional consultants to assist it in discharging its duties and shall have the authority to levy a fee for architectural engineering review. The decision of the Architectural Review Committee shall be final, conclusive, and binding upon the applicant.

Section 4. Preliminary Submittal (Concept Review).

Owners, or their designated representatives, may submit the information required above in preliminary form for preliminary review by the Architectural Review Committee prior to producing the final documents. This submittal is highly encouraged. Such preliminary review will in no way replace the Owner's obligation to submit the detailed information required above and to obtain approval thereof.

Section 5. Content of Plans and Specifications and Submittal Procedures.

Submission Documents. Owners, or their designated representatives, shall submit detailed information in writing regarding the proposed use of a Lot including copies of all permits or applications for permits and any other plans, drawings or similar materials submitted for governmental approval and three (3) complete sets of construction plans, drawings, and specifications showing or stating all aspects of the proposed development, including, without limitation, the following:

- (i) building locations, paved areas, final grading, fencing and gates, and the address bollard;
- (ii) location of all walks, driveways and curb lines;

- (iii) all landscaping, including location, height, spread, type and number of trees and shrubs and location and type of all ground cover and lawn material, and also including the type and location of all existing plant material on the Lot, drainage plan, irrigation plan, and retaining walls;
- (iv) location, height, intensity and fixture type of all exterior lighting;
- (v) location, size and type of all pipes, lines, conduits and appurtenant equipment and facilities for the transmission of sanitary sewage, stormwater, water, electricity, gas, telephone, steam and other utility services;
- (vi) location, size and type of all fencing;
- (vii) architectural floor plans, building elevations, wall sections and details of each building, including equipment located on the exterior of the building and the proposed method of screening this equipment;
- (viii) building materials and color information, including samples; and,
- (ix) site coverage data and calculations.

Section 6. Scale and Detail.

All architectural plans and construction drawings submitted shall be to a scale of not less than one inch (1") equal to sixteen feet (16'). All site plans submitted shall be to scale of not less than one inch (1") equal to fifty feet (50'). If site plan is too big to fit on paper at one inch (1") equal to sixteen feet (16'), appropriate scale should be shown on plans.

Section 7. No Use Prior to Approval.

No Improvement of any kind shall be commenced, installed, erected, placed, assembled, altered, moved onto or permitted to remain on any Lot, nor shall any use be commenced on any Lot, unless and until the plans, drawings and specifications for the Improvement (including a description of the proposed use) have been approved in writing by the Architectural Review Committee in accordance with this Article IV; provided, an Owner may commence earth

moving and grading operations for a Improvement prior to obtaining final approval of all plans and specifications for the Improvement if the Owner obtains approval of its grading plans from the Architectural Review Committee and the Architectural Review Committee authorizes commencement of the grading operations based on its approval of the grading plans. If the Architectural Review Committee allows early commencement of grading, the Owner shall not proceed beyond grading operations until the Owner receives final approval of its plans and specifications for the Improvement from the Architectural Review Committee.

Section 9. Changes.

No construction or use that is inconsistent with, in addition to or materially different from any previously approved plans, drawings, and specifications shall be commenced or permitted until revised construction drawings and specifications reflecting such change or addition have been approved in accordance with this Article IV.

Section 10. Approval or Disapproval.

Approval of plans and specifications shall be based, among other things, on general adequacy of dimensions, harmony of the exterior design and of location with neighboring structures and Lots, relation of finished grades and elevations to neighboring Lots, and conformity to both the specific and general intent of the restrictions, covenants, development standards and other provisions set forth herein, and the Declarant's Master Development Plan for The Property. Disapproval may also be based upon failure of such plans and specifications to comply with any requirement of this Declaration or because of failure to include therein any additional information reasonably requested by the Architectural Review Committee.

Section 11. Design Guidelines.

The Architectural Review Committee has the responsibility to administer and enforce the Design Guidelines, attached as Exhibit B. The Design Guidelines are intended to assist the applicant in preparing drawings and specifications that will be acceptable to the Committee. All land subject to these restrictions must comply with the Design Guidelines. However, the Design Guidelines need not be uniform for all Lots, and may be amended or waived by the Architectural Review Committee from time to time. An

affirmative vote of four (4) members of the Architectural Review Committee is required to amend the Design Guidelines. All applications shall be reviewed with the currently adopted Design Guidelines, rather than those in place with the Lot was purchased, if different.

Section 12. Definition of "Improvement."

Improvement shall mean and include all buildings, and roofed structures, parking areas, fences, walls, hedges, mass plantings, driveways, swimming pools, changes in any exterior color or shape, and any new exterior construction or exterior improvement exceeding \$1,000.00 in cost which may not be included in any of the foregoing. It does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which does not change exterior appearances. It does include both original improvements and all later changes and improvements.

Section 13. Failure of the Committee to Act.

If the Architectural Review Committee fails to approve or to disapprove such plans and specifications or to reject them as being inadequate within fifteen (15) days after submittal thereof, it shall be conclusively presumed that such committee has approved such plans and specifications, EXCEPT that the Architectural Review Committee has no right or power, either by action or failure to act, to waive or grant any variances specifically reserved to Declarant in Article V hereof. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Review Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

Section 14. Limitation of Liability.

Neither the Declarant, the Board, the Association, the Architectural Review Committee nor any of the members of such committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

Section 15. Appeal to Board.

After such time as Declarant no longer owns any land within the Property, any action of the Architectural Review Committee may be appealed to the Board. The decision of the Board shall be final, conclusive and binding upon the applicant.

Section 16. Liability for Violation.

Any person, firm or corporation violating this Article IV shall be liable for all costs incurred in remedying such violations, including, but not limited to, attorney's fees and court costs.

Section 17. Fees.

It is understood that all grading, drainage and utility plans submitted to the Architectural Review Committee for approval will be reviewed by a licensed engineer selected by the Architectural Review Committee in an attempt to verify that said plans will conform to Declarant's overall grading, drainage and utility plan for The Property. All costs and fees estimated to be incurred by the Architectural Review Committee in conjunction with such plan review shall be paid in advance by the party submitting said plans. It is estimated that the fee for such plan review shall not exceed Five Hundred (\$500.00) per dwelling based upon 2008 costs. In the event any party submitting plans and specifications to the Architectural Review Committee for review hereunder fails to pay the estimated amount of such fees in advance, it shall be deemed for all purposes of this Article IV that such plans and specifications have not been submitted to the Architectural Review Committee. If the actual fees of the engineer exceed the estimated fees, the party submitting the plans and specifications shall pay the amount of the excess to the Architectural Review Committee within ten (10) days after receipt of an invoice showing the excess amount.

*ARTICLE V
PROTECTIVE COVENANTS*

Section 1. Protective Covenants.

The Property and each Lot situated therein shall be constructed, developed, occupied and used as follows:

- a. Use: No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling. The design standards applicable to each Lot are detailed in the Design Guidelines applicable to the specific Lot.
- b. Building Envelope: Each dwelling constructed on any Lot, must be located in the Building Envelope as shown on the recorded plat for the Paintrock Crossing Subdivision.
- c. Building Massing: All residential structures must meet the minimum design guidelines established in the Paint Rock Creek Design Guidelines attached as Exhibit B.
- d. Variances. In the event that the Architectural Review Committee determines that a variance to the Design Guidelines is desirable to achieve a special architectural design that is compatible with the character of the surrounding area, then such variance shall be allowed if specifically approved in writing by four (4) affirmative votes of the Architectural Review Committee.
- e. Temporary structures and parking: No temporary structure of any kind shall be erected or placed upon any Lot except as provided in Section f below. All truck, bus, boat, boat trailer, recreational vehicle, camper or any vehicle other than a conventional automobile parking shall comply with the Architectural Guidelines.
- f. Marketing facilities: Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of The Property as it, in its sole discretion, determines to be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements in The Property. Such facilities may include, but are not limited to, sales and construction offices, storage

areas, model units, signs and portable toilet facilities. Until Declarant has completed all of the Declarant's contemplated improvements (including, without limitation, street paving, excavation, utility lines and landscaping) upon The Property, neither the Owners nor the Association nor the application of this Declaration shall interfere with the completion of such contemplated improvements and the sale of land and improvements. Declarant may make such use of the Common Properties as may facilitate such completion and sale, including, but not limited to maintenance of a sales office, the showing of The Property therein and the display of signs thereon and therein. Declarant hereby expressly reserves an easement over The Property for completion of and making improvements to any portion of The Property. Declarant shall further have the right to maintain facilities on and to use unsold portions of The Property for development, marketing and related purposes, whether or not such use is otherwise permitted by other provisions of this Declaration

- g. Signs: No sign or signs shall be displayed to the public view on any Lot except that:
- (i) Declarant may erect and maintain a sign or signs deemed by it to be reasonable and necessary for the construction, development, operation, promotion and sale of the Lots;
 - (ii) Any builder, during the construction and sale of a dwelling may utilize professional signs (of not more than twelve (12) square feet in size) on each Lot which it owns for advertising and sales promotion;
 - (iii) Thereafter, a "for sale" sign (of not more than six (6) square feet in size) may be utilized on a Lot by the homeowner of that Lot for the sale of that Lot and its improvements.
 - (iv) Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.
 - (v) All signs are to be in compliance with the sign regulations of the appropriate governmental jurisdictions.

- h. Fences, walls and hedges: No fence, wall or hedge shall be erected, placed or altered on any Lot, except in strict conformance with the Architectural Design Guidelines.
- i. Window air conditioners: No window or wall-type air conditioner shall be permitted to be used, erected, placed or maintained on or in any residential dwelling on the front street or side of such residence.
- j. Building color: The paint on all buildings shall be maintained so as to present a well painted appearance and chipped, peeling or badly faded paint shall be replaced or reapplied.
- j. Noise control: No radio, stereo, broadcast, or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside of any building without prior written approval and authorization of the Architectural Review Committee.
- m. Weeds and trash: The owner of each Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner. In no event shall an owner use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon. If, at any time, an owner of any Lot shall fail to control weeds, grass and/or other unsightly growth, or permit accumulation of garbage, trash or rubbish, the Declarant or Architectural Review Committee shall have the authority and right to go onto said Lot for the purpose of mowing or cleaning said Lot and shall have the authority and right to assess and collect from the owner of said lot a reasonable sum for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. Any such assessment, together with interest thereon at the highest lawful rate and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with the interest thereon and cost of collection thereof, shall also be the continuing personal obligation of the person who was the owner of such Lot at the time when the assessment occurred. Each and every owner of any Lot, by the acceptance of a deed or other conveyance of such Lot, shall thereby covenant and agree to pay such assessments. The lien securing any such assessment shall be subordinate and

inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

- n. Destruction of improvements: In the event that any building constructed on a Lot has burned or destroyed by any cause, and is thereafter abandoned for at least thirty (30) days, the owner of the Lot shall cause the destroyed building to be removed and the Lot cleared, the expense of such removal and clearing to be paid by the owner. In the event the owner does not comply with this provision, then Declarant or Architectural Review Committee may, after ten days written notice to the owner, cause such destroyed building to be removed and the Lot cleared and charge the cost thereof to the owner. In such event neither Declarant nor the Architectural Review Committee nor any member thereof shall be liable in trespass or for damages, expenses, costs or otherwise to the owner for such removal and clearing. The Architectural Review Committee shall have no obligation to procure insurance to protect against fire or other casualty to any of the single family residences and each single family residence owner is encouraged to procure and maintain such insurance coverage as is deemed prudent or desirable by such owner.
- o. Incineration or burning: No person shall incinerate or otherwise burn any material on any Lot outside of the residence thereon except for charcoal or gas fires used solely for cooking purposes. Leaves, trash and other refuse may not be burned in any fireplaces located in a residence.
- p. Harboring of plant disease and insects: No owner shall permit any thing or condition to exist upon a Lot which shall induce, breed, or harbor plant diseases or noxious insects.
- q. Encroachment of sidewalks: No tree, shrub, or plant of any kind on any Lot shall be allowed to overhang or otherwise encroach upon any street, sidewalk or any other pedestrian way from ground level to a height of seven (7) feet without the prior written approval and authorization of the Architectural Review Committee.
- r. Underground utilities: No gas, electric, power, telephone, water, sewer, cable television, or other utility or service lines of any nature or kind shall be placed, allowed, or maintained upon or above the ground, except to the extent, if any, underground placement thereof

may be prohibited by law or would prevent the subject line from being functional. The foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers where required.

- s. Machinery and automobile repair: No repairs of any detached machinery, equipment, or fixtures, including without limitation, motor vehicles, shall be made upon any portion of any Lot within view of neighboring property, dwelling units, pathways, and streets without prior written approval and authorization of the Architectural Review Committee.
- t. Satellite dishes and telecommunication equipment: Satellite dishes may be installed with approval of the Architectural Review Committee. The dish must not exceed 18 inches in diameter and must not be visible from any roadway. Installation of satellite dishes and telecommunication equipment shall be subject to the prior approval of the Architectural Review Committee.
- u. Noxious or offensive activity: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood.
- v. Animals: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.
- w. Clotheslines: No clothesline shall be maintained on any Lot unless it is hidden from view by a hedge or other protective enclosure, in a manner approved by the Architectural Review Committee.
- x. Nonresidential uses: No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever will be conducted or carried on upon any Lot or any part thereof, or in any building or other structure erected thereon.
- y. Carports: The use of any carport, driveway or parking area that may be in front of, adjacent to or a part of any Lot as a habitual parking place for commercial vehicles is prohibited. The term "Commercial Vehicles" shall include all automobiles, trucks and vehicular equipment, as well as station wagons, which shall bear signs or shall

have printed on the sides of same reference to any commercial undertaking or enterprise.

- z. Maintenance of parkways: The owners of the Lots shall be responsible for the maintenance of parkways located between their lot lines and the streets on which said Lots face. The owners thereof shall likewise maintain the exterior of all structures on their Lot and their yards, hedges, plants and shrubs in a neat and trim condition at all times.
- aa. Maintenance of roads: The Association shall be responsible for the maintenance and improvements of roads located in the Blue Hills phase of the Paintrock Crossing Development.
- bb. Nuisances: Nothing shall be done on any Lot which may be or become an annoyance or nuisance to the neighborhood.
- cc. Exterior lighting: All exterior lighting must comply with the Design Guidelines. Upon being given notice by the Association that any exterior light is objectionable, the owner of the Lot on which same is located will immediately remove said light or have it shielded in such a way that it is no longer objectionable.
- dd. Drilling, excavation: No oil drilling, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.
- ee. Hunting and fishing: Hunting and fishing is permitted in all common areas that currently are accessible. Any residents and guests of Paintrock Crossing are allowed to hunt and fish within Paintrock Crossing and all laws of the State of Wyoming and Big Horn County must be observed. Hunting and fishing may be prohibited by the Declarant pursuant to the procedures established in Article II of these restrictions.
- ff. Irrigation systems: All irrigation systems must comply with the Design Guidelines. Upon being given notice by the Association that any irrigation system is objectionable, the owner of the Lot on which same is located, will immediately convert to said irrigation system.

Section 2. Breach of Protective Covenants.

In the event of a violation or breach of any of these restrictions by any person or concern, Declarant, the Board, and/or the Association, through their duly designated representatives, and the owners of the Lots, or any of them, jointly or severally, shall have the right, but not the obligation to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right Declarant, the Board, and/or the Association, through their duly designated representatives, shall have the right, but not the obligation, whenever there shall have been built on any Lot any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement shall not be considered a trespass.

ARTICLE VI
INSURANCE

Section 1. Insurance.

The Association shall keep all insurable improvements and fixtures of the Common Property insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Property shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the assessments made by the Association.

Section 2. Damage to Common Property.

In the event of damage to or destruction of any part of the improvements to the Common Property, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a special assessment against all Lot owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other assessments made against such Lot owner.

Section 3. Review of Insurance Policies.

All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed. The Association may acquire liability insurance if deemed desirable by the Association. The Association shall be the insured party under the policy.

ARTICLE VII
COMMON PROPERTY

Section 1. Easements of Enjoyment.

Subject to the provisions of Sections 2, 3 and 4 hereof, every member of the Association shall have a right and easement of enjoyment in and to the Common Property.

Section 2. Easements Reserved by Declarant.

- a. Easements for the installation, maintenance, repair and removal of sidewalks, utilities, irrigation and drainage facilities are reserved by Declarant over, under and across The Property, including the Common Properties; provided, however, that such easements shall not interfere with the operation of any Improvements completed or being constructed on any Lot. Full right of ingress and egress is reserved by Declarant at all times over The Property for the installation, operation, maintenance, repair or removal of any sidewalk, utility, irrigation or drainage facility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of

such easement, or with the use, maintenance, operation or installation of such sidewalk, utility, irrigation or drainage facility.

- b. Non-exclusive easements for the benefit of Declarant are reserved in the designated setback areas between the building lines and the exterior boundaries of individual Lots as may be necessary or convenient for the purpose of erecting, constructing, maintaining and operating utility services over, across, under and through The Property (including but not limited to public service wiring, conduits or lighting, power and telephone lines, communication equipment, gas lines, sanitary sewer, storm sewer, irrigation and water). Said easements shall be assigned to the Association and to such appropriate public agencies and utilities as the Declarant may direct. No buildings may be located upon said easement but, subject to this Declaration, landscaping, parking, lighting, sidewalks, and access drives may be located thereon.
- c. Declarant reserves a perpetual easement for the benefit of Declarant and the Association over and across those portions of the Property to which such benefited parties reasonably require access (i) to install and maintain landscaping within or adjacent to portions of any streets or other rights-of-way through or directly serving The Property (provided, however that such landscape easement shall in no way create an obligation on the part of Declarant or the Association to install or maintain such landscaping) and (ii) to maintain and repair the Common Properties.
- d. Declarant shall have the right, at any time and from time to time to assign, convey and transfer in whole or in part the easements and rights reserved under the provisions of this Article VII.2. and to designate and limit the location of any such easements, and shall have the right to record in the Real Property Records of Big Horn County any instruments or documents evidencing such easement and rights as Declarant deems necessary; and each Owner of any Lot agrees to execute, acknowledge and deliver to Declarant, or its assigns, at no cost to such Owner, any such instruments or documents as Declarant may so require relating to the easements reserved herein.

Section 3. Title to Common Property.

Declarant shall convey ownership of the Common Property to the Association which shall be responsible for their operation and maintenance, after their designation as such in accordance with Article II, Section 1b above.

Section 4. Extent of Easements.

The rights and easements of enjoyment created hereby shall be subject to the following:

- b. The right of the Declarant and Association to prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Property;
- c. The right of the Association to sell and convey the Common Property, or any part thereof, provided such sale or conveyance is approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting;
- d. The right of the Association to borrow money for the purpose of improving the Common Property, or any part thereof, and to mortgage the Common Property, or any part thereof;
- e. The right of the Association to take such steps as is reasonably necessary to protect the Common Property, or any part thereof, against foreclosure;
- f. The right of the Association to suspend the easements of enjoyment of any member of the Association during which time any assessment levied under Article III hereof remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations or during the period in which any Owner remains in

violation of any provision of this Declaration, or as it may be amended.

ARTICLE VIII
UTILITY EASEMENTS

Section 1. Easements.

The easements shown on any plat for The Property are reserved for the mutual use and accommodation of all public utilities desiring to use same. Any public utility shall have the right to remove and keep off all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of the easement strips, and any public utility shall, at all times, have the right of egress and ingress to and from and upon said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or any part of its respective system without the necessity at any time of procuring the permission of anyone.

ARTICLE IX
DISCLOSURES

The disclosures are to adhere to both Federal and Wyoming State Laws and Statutes. Such laws and statutes are to precede any disclosure below. Hyattville, WY is a rural community located 41 miles from Worland, Wyoming. In moving to Hyattville one should be aware of at least the following significant facts, practices or customs:

Section 1 Use of Public Roadways

- a. Agricultural vehicles will frequently travel in whole or part on publicly-accessible roadways or land at the same times and locations as conventional private transport vehicles. Such agricultural vehicles include but are not limited to tractors, swathers, combines, sprayers, seeders, farming implements, large trucks, wagons and trailers, all-terrain vehicles, and agriculture-specific use cars and pick-up trucks.
- b. Agricultural vehicles are often very slow moving, extra-wide compared to conventional private transport vehicles, unregistered and/or uninsured,

without functioning indication or illumination lighting, and driven in situations with limited or no visibility by the agricultural vehicle operator for other vehicles when entering or exiting public areas or when other vehicles attempt to pass by agricultural vehicles.

- c. Agricultural operators also frequently move livestock including but not limited to cattle and sheep as well as attendant horses and dogs on public roadways or land. Livestock may also be on public roadways or land due to unintended escape from confinements. Livestock may at certain times completely block all transit across certain portions of public roadways or land. In addition wildlife including but not limited to birds, small mammals, and large animals such as antelope, deer, elk, moose and bear may also be present on public roadways or land in the Hyattville area.
- d. Furthermore, agricultural usage of public roadways or land may also result in unintended release of objects on to such surfaces including but not limited to such objects as hay bales, manure, mud/dirt, water, oil, tools, building materials and irrigation pipe.
- e. Vehicle collisions on public roadways or land with such livestock, wildlife or objects at speeds above, at or even below posted speed limits (if any) may cause serious injury, damage or death to vehicles and vehicle occupants. Accordingly, extreme caution is required when transiting any public roadways or lands in the Hyattville area at all times.

Section 2 Livestock

- a. Livestock can be unpredictable and extremely dangerous to humans and domestic animals when approached on foot or horseback. Extreme caution in or preferably complete avoidance of such situations is highly recommended. Livestock may be present on both private and public lands.
- b. Livestock can make significant and prolonged noise at certain times and locations including but not limited to administration of medicinal procedures and separation of infant livestock from adult livestock. Such noise can be dangerously loud to human ears at close proximity to such livestock and annoyingly audible for great distances surrounding such livestock. The noise can also be continuous at times for several days and nights.
- c. Domestic animals found unsupervised on private lands and harassing or stressing livestock are frequently shot and killed. Pet owners are advised to keep their domestic animals under control at all times.

- d. Livestock with insignificant remaining commercial value may be terminated at any time by the livestock owner by lethal force including firearms. Livestock are prone to various illnesses and often die on both private and public lands. Dead livestock are routinely left unburied and may at times be unsightly or foul smelling for those on surrounding properties.

Section 3 Fencing

- a. All fencing laws should follow Wyoming Code: Title 11 Agriculture, Livestock and Other Animals: Chapter 28 Fences and Cattle Guards.

Section 4 Farming Activities

- a. Farming activities including but not limited to soil tillage, planting, crop harvesting, fertilizing, residual crop removal, and the spraying of insecticides and/or herbicides frequently occur in the Hyattville area.
- b. Farming activities frequently generate considerable noise that can be heard on surrounding properties and may occur at all times of the day or night and may go on continuously for multiple days and nights.
- c. Aerial spraying of insecticides and/or herbicides may include flyovers of surrounding properties at any daylight hour by "crop-dusting" airplanes at extremely low altitudes. Such flyovers can be extremely loud, stressful and/or distracting to property occupants or to domestic animals and livestock.
- d. Farming activities may at times create conditions that some find unsightly or foul smelling even at considerable distance to such activities.
- e. Residual crop removal may involve burning of fields resulting in considerable smoke and particulates into the air that may travel to surrounding properties.

Section 5 Irrigation

- a. Many Hyattville agricultural operations irrigate with water drawn from local creeks and groundwater sources.

- b. Agricultural operators need to maintain irrigation systems including but not limited to ditches, culverts, underground pipes, and head gates. Such maintenance can include removal of any vegetation, silt, or other obstruction from the irrigation systems by mechanical, combustive and/or chemical means.
- c. In particular, burning ditches may result in considerable smoke and particles into the air that may travel to surrounding properties.
- d. Agricultural operators will access irrigation systems day or night as necessary by foot, by vehicle or by heavy equipment to perform maintenance whenever it is required or to adjust water levels at head gates or other diversions.
- e. Irrigation ditches can be deep, fast and extremely dangerous to humans, domestic animals or livestock. Children are particularly at risk of drowning in irrigation ditches or irrigation systems and parents and guardians should exercise extreme caution in keeping children away from any irrigation systems.
- f. In particular, head gates, culverts and entrances to underground pipe are extremely dangerous due to the large suction forces that can cause severe injury or death by drowning, crushing, asphyxiation, or exhaustion.
- g. Irrigation tail water from fields can also run on to public roadways and/or neighboring properties and may contain silt, debris and/or possible contaminants.
- h. Hyattville area creeks may at certain times and locations run completely dry due to irrigation draws from such creeks.

Section 6 Hunting

- a. Hyattville area residents and visitors frequently engage in hunting activities using bow, rifle, shotgun or other lethal means to kill birds, small mammals and big game such as antelope, deer, elk, moose, mountain lion and bear.
- b. The sound of firearm discharges may often be audible on surrounding properties to the private or public lands on which the hunting activities occur. Hunting with dogs may also generate considerable noise during the period of the hunt. During hunting season animal carcasses may be visible from

surrounding properties and carcass remains may cause foul odors that can also travel to surrounding properties.

- c. Firearm discharges may also occur at night from landowners that are engaged in varmint and/or predator control activities.
- d. Many vehicles in the Hyattville area when parked at public locations or local business locations may contain unsecured, loaded weapons that are inappropriate and/or dangerous for all children or for any adults unfamiliar with such weapons.

Section 7 Public Services

- a. The Hyattville area has extremely limited fire abatement, police protection and emergency medical services.

Section 8 Other

- a. The US Air Force frequently flies B1B bombers and other combat or transport aircraft at very low altitudes over the Hyattville area.

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 1. Duration.

This Declaration and the covenants, restrictions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association, and every owner of any part of The Property, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded, and continuing through and including December 31, 2038, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting; PROVIDED, HOWEVER, that no such change shall be effective until one (1) year following the vote referred to above, nor shall any such change be effective prior to the recording of a certified copy of such resolution in the Deed Records of Big Horn County, Wyoming.

Section 2. Amendment.

Article V of this Declaration may only be amended or terminated at any time by the Declarant, at its sole discretion, as long as the Declarant owns land within the Property. After Declarant no longer owns land within the Property, Article V of this Declaration may be amended or terminated by sixty percent (60%) of the total eligible votes of the membership of the Association as defined in Article II hereof, with both classes of the membership voting together. All other Articles may only be amended or terminated by the Declarant as long as the Declarant owns land within the Property, thereafter all other Articles may be amended or terminated prior to January 1, _____, by sixty percent (60%) of the total eligible votes of each class of voting members voting separately. Thereafter, all Articles may be amended or terminated at any time by sixty percent (60%) of the total eligible voters of the membership voting together. Members may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting, provided that Declarant must consent thereto if such amendment or termination is to be effective prior to December 31,

_____. Any such amendment or termination shall become effective when an instrument is filed for record in the Deed Records of Big Horn County, Wyoming, with the signatures of the requisite number of the owners of The Property (and the signature of Declarant if prior to December 31, _____).

Section 3. Indemnification.

If the Association, the Declarant, or any Owner, or any of their agents, employees, or contractors, (i) causes any damage to the Common Properties or to any Lot, or to any Improvements located thereon, or (ii) causes any injury to any person utilizing the Common Properties or any Lot, or any Improvements located thereon, which damage or injury arises in whole or in part out of the exercise of any of the easements granted by Article VII.2., the party responsible for such damage or injury shall:

- a. Restore the Common Properties or Lot(s) to their condition immediately preceding such entry;
- b. Repair any damage to any Improvements located on the Common Properties or any Lot, and replace any such Improvements located thereon which are not capable of repair; and
- c. Indemnify, defend, and hold harmless the Association, the Declarant, or any Owner not responsible for such damage or injury, from any and all damages, liability, and expenses incurred by such innocent party as a result of the exercise of rights granted by such easement.

Section 3. Enforcement.

The Association shall have the right, but not the duty, to enforce any of the covenants and restrictions set out in any Declaration hereafter filed by Declarant or any subsequent owner. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land, to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability of Provisions.

If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null, or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses, or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses, and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases shall become or be illegal, null or void.

Section 5. Notice.

Wherever written notice to a member (or members) is permitted or required hereunder, such shall be given by the mailing of such to the member at the address of such member appearing on the records of the Association, unless such member has given written notice to the Association of a different address, in which event such notice shall be sent to the member at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States mail, properly addressed, whether received by the addressee or not.

Section 6. Titles.

The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

EXECUTED as of the day and year first written above.

a Wyoming limited partnership

By: _____
Its: General Partner

January 29, 2009

STATE OF WYOMING)
)
COUNTY OF BIG HORN)

This instrument was acknowledged before me on the _____ day of
_, 2008 by _____, general partner of
_____.

Notary Public, State of Wyoming

Notary's Name (printed)

Notary's commission expires:
