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680334 DECLARATION OF COVENANTS
BOOK 519 PAGE 0110
RECORDED 09/29/2010 AT 01:45 PM
EDA S. THOMPSON, SHERIDAN COUNTY CLERK

**DECLARATION OF PROTECTIVE COVENANTS FOR
YORK PLACE PLANNED UNIT DEVELOPMENT**

THIS DECLARATION made this 28th day of September, 2010, by First Interstate Bank, whose address is 4 S. Main, Sheridan, Wyoming. First Interstate Bank, and any successor or assign of First Interstate Bank, shall be hereinafter known as the "Developer".

Developer holds record title to that certain real estate (the "Property") situated in City of Sheridan, County of Sheridan, Wyoming, legally described as follows:

Block 1, Lots 1 through 8 inclusive, Block 2, Lots 1 through 8 inclusive, Block 3, Lots 1 through 8 inclusive, and Outlots A, B, C, D, and E, of York Place PUD, City of Sheridan, Sheridan County, Wyoming, as recorded June 25, 2007 in Drawer Y, as Plat # 4.

It is contemplated that the Property will eventually consist of twenty four (24) housing units (the "Residential Units") situated upon property as described in the Plat which was recorded in the office of the Sheridan County Clerk and Recorder on June 25, 2007, in Drawer Y, as Plat # 4 (the "Plat"). It is contemplated that each of the Residential Units will be sold to individual purchasers (the "Residential Owners"), and that the part of the Property described and shown as Outlots "A," "B," "C," "D," and "E" on the Plat referred to above (the "Common Areas") shall be held subject to the provisions of this Declaration and eventually conveyed to a corporation (the "Association") to be formed and conducted as hereinafter described for the benefit of the Residential owners.

All reference to the "Common Areas" herein shall be deemed to refer to Common Areas of said Plat, and all references herein to "Residential Lots" shall be deemed as excluding said Common Areas.

Developer reserves the right to bring within the scheme of this Declaration any additional lands which are contiguous or adjacent to the property and which now are or hereafter may be owned by Developer and subjected to the scheme of this Declaration.

In order to accomplish the foregoing, Developer hereby makes the covenants, declaration, and agreements, and creates the restrictions and easements, herein set forth.

**ARTICLE ONE
PROVISIONS RELATING TO THE COMMON AREAS**

1.01 The areas described and shown on the Plat referred to above as being the Common Areas are hereby declared to be subject to the covenants, agreements, easements, and

restrictions set forth in this Declaration, which covenants, agreements, easements, and restrictions shall remain in effect until such time as amended, modified, or revoked in accordance with the provisions of this Declaration.

1.02. The Common Areas shall be held and maintained for the use and benefit of the Owners of the Residential Units and their guests and invitees, including, without limitation, the right of ingress and egress over, upon and across, the driveways and paths in or upon the Common Areas, and not for the use or benefit of the public generally.

1.03. There shall be upon the Common Areas at least such driveways, private vehicular right of way and paths as shall be necessary to provide ingress and egress to and from the Residential Units for the use and benefit of the Owners of the Residential Units and their guests invitees, and such other vehicular right of way and paths as the Association shall from time to time determine and shall be in compliance with such governmental laws, ordinances and regulations as shall be applicable as shall be applicable from time to time.

1.04. There may also be upon the Common Areas patios, balconies, lighting and lighting fixtures, enclosures for garbage containers, such leisure facilities, trees, shrubs, and other landscaping as the Developer may originally approve and construct and as the Association or Successor shall determine from time to time, and as being in accordance with applicable governmental laws.

1.05. Except as herein provided for, there shall be no structure or enclosures above the ground of the Common Areas except patios, balconies, lighting and lighting fixtures, enclosures for garbage containers, and such leisure facilities as the Developer may originally approve and construct as the Association as Successor shall determine from time to time, and in accord with applicable governmental laws. No public, commercial or business use of any kind shall be permitted therein.

1.06. It is expressly and irrevocably stipulated and agreed that, notwithstanding any other term or provision hereto, no vehicles shall be parked or left standing unattended or operated upon any of said vehicular right of way in any manner violative of any law or ordinance which would be applicable if said vehicular right of ways were public right of ways, unless and then only so long as express permission by ordinance.

1.07. An easement of ingress and egress, and a right and easement of enjoyment, is hereby granted to every Residential Owner's tenants or contract purchaser. Each Residential Owner, from time to time, of the Common Areas hereby grants, in addition to those shown on said Plat or otherwise in force, such conveyances of such easements and rights of, over, upon and under the Common Areas or any part thereof for the construction and maintenance of facilities for the supply of water, electricity and gas, the furnishing of telephone service, and cable TV, the removal of sewage and waste, storm water, drainage, detention and conveyance, and other utilities, as shall be necessary or appropriate in order to provide said service to all the Residential Units and the Residential Owners from time to time thereof. Further, Developer and the

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Association hereby grant the Residential Owners and all persons claiming by, through and under them such easements and rights over, upon and under the Common Areas as shall be necessary or appropriate in order to more fully establish and maintain the right of ingress and egress described in Section 1.02 and 1.03 hereof.

1.08. The Common Areas and the use thereof shall be subject to such additional rules and regulations as shall be in force from time to time by reason of action taken by the Association pursuant hereto.

ARTICLE TWO PROVISIONS RELATING TO THE RESIDENTIAL UNITS

2.01. All the Property shown on the Plat as the Residential Units is hereby declared to be subject to the covenants, agreements, easements, and restrictions set forth in this Declaration, which covenants, agreements, easements, and restrictions shall remain in effect until such time as amended, modified, or revoked in accordance with the provisions of this Declaration.

2.02. From and after the completion of the construction of each respective Residential Unit and the delivery thereof to the initial Residential Owner thereof, there shall be no alterations, changes, additions or deletions to or from said Residential Unit of any nature that will, or may be, visible from the exterior of the Residential Unit or that will, or may, adversely affect any other Residential Unit, whether by impairment of strength of any party wall, increase of sound transmission between units, or otherwise.

2.03. There shall be no change in any exterior color of any Residential Unit from the color scheme then in effect throughout the Property, except in connection with a general change in such color scheme under the direction or approval of the Association.

2.04. No trade or business shall be carried on within any Residential Unit, and no signs shall be placed upon or about any Residential Unit other than the name and address of Residential Unit Owners in such styles and materials as the Association shall approve.

2.05. No animals of any kind shall be kept or maintained within any Residential Unit, except for such birds, dogs, cats, ornamental fish and other household pets as may be permitted by regulations adopted by the Association from time to time, it being expressly understood that the Association is hereby granted the power to entirely prohibit the keeping or maintenance of any or all of such pets. No dog run or exterior animal cage of any kind shall be allowed without the written consent of the Association. If the Association allows any such pets, each Residential Owner shall be required to clean up any feces or defecation produced by such pets, and shall be strictly liable for all damage or injury caused by such pets, and all pets shall be required to be kept inside the Residential Owner's dwelling from 10:00 o'clock p.m. until 6:00 o'clock a.m. unless they are being walked on a leash, confined to a deck area, or restricted on patio areas. Owners shall prevent dogs from creating barking or other nuisance, and must not allow any

animal out of the dwelling unless the animal is within the presence of, and under the control of, the owner.

2.06. Laundry, bedding and the like shall not be hung out to dry in any position in which it is visible from the exterior of any Residential Unit. No bicycles, carriages, snowmobiles, trailers, 4-wheelers, or other articles shall be upon the Common Areas or outside the Residential Units of the Residential Owner thereof, except when in use and except for automobiles parked in areas designated therefore. Overnight parking of trucks, RVs, and boats, whether trailered or otherwise, will not be permitted unless such vehicles are kept in garages and out of public view.

2.07. Exterior television antennas and other electric equipment shall be permitted only to the extent permitted by regulations adopted by the Association from time to time, it being expressly understood that the Association is hereby granted and shall have power to entirely prohibit the installation or continuation thereof, without regard to whether or not the Association shall have provided for master television antennas or other equipment for the use of the owners of the Residential Units in lieu of such prohibited equipment. Any and all facilities of any kind presently existing or hereinafter installed upon any Unit designed for the common use of any two or more units, shall be perpetually used in common by such Residential Owners or occupants.

2.08. Each Residential Unit is hereby declared to be subject to an easement and right to and in favor of the Association and each and all of its employees, agents and instrumentalities to go upon such Residential Unit for reasonable inspection thereof from time to time for the purpose of carrying out any and all of the obligations and functions with respect to such Residential Unit or for the benefit of any other Residential Unit or Units, as are herein imposed upon or permitted to the Association, expressly including, without limitation, the maintenance, repair, and replacement of any and all of the facilities for the supply of utilities and other facilities, apparatus, and equipment serving said Residential Unit and/or other Residential Units or the Common Areas. The Association shall have an easement of ingress or egress over and upon any or all Units including, but not limited to, the roof, yard, balcony, and patio areas thereof for the purpose of construction, installation, maintenance, replacement and inspection, of all facilities including, but not limited to television antennas, transformers and water or utility meters for the benefit of the Developer, The Residential Owner, or the Association.

2.09. The Residential Units and the use thereof shall be subject to such additional rules and regulations as shall be in force from time to time by reason of action taken by the Association pursuant hereto, it being expressly agreed that, without limitation, the Association shall have powers to prescribe by such rule or regulation standards of upkeep and maintenance of the respective Residential Units.

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ARTICLE THREE FORMATION OF ASSOCIATION

3.01. The Association shall be formed under and pursuant to the Not-For-Profit Corporation Act of Wyoming at such time as shall be deemed appropriate by the Developer, but not later than the time at which all of the Residential Units shall have been sold to Residential Owners and, if the Developer shall fail to cause such corporation to be formed by such time, then the Association may be formed at any time thereafter by action of any one or more of the Residential Owners. Regardless of when or by which formed, the Association and its Articles of Incorporation and By-Laws shall conform to the provisions of this Article Three.

3.02. The Owner or Owners of each Residential Unit shall be a share member of the Association (hereinafter "member"), and shall be entitled to cast upon all matters upon which the members shall be entitled to vote, one vote for each Residential Units, regardless of the number of persons or entities who shall share in the title to or be beneficially interested in such Residential Unit, except that until the conveyance thereof to the twenty-fourth (24th) Residential Owner thereof or his nominee, the Developer shall exercise control over the Association. If the Developer so elects, it may turn over control of the Association at an earlier time. Upon sale or other transfer of any ownership interest in any Residential Unit, the ownership of the membership in the Association and the said power to vote shall be deemed for all purposes as having been transferred to the person or other entity having acquired such ownership interest in proportion thereto.

3.03. The provisions of Section 3.02 hereof shall be mandatory. No Owner of any interest in any Residential Unit shall have any right or power to disclaim, terminate or withdraw from his membership in the Association or any of his obligations as such member, and no purposed disclaimer, termination or withdrawal thereof or therefrom on the part of any such Owner shall be of any force or effect for any purpose.

3.04. The purpose of the Association shall be to perform all the functions provided in this Declaration to be performed by the Association, and the Association shall have and possess all such powers as shall be necessary or appropriate for the accomplishment thereof.

3.05. The Association shall have a Board of not less than three (3) Directors who shall be elected by the members of the Association at such intervals as the corporate charter and By-Laws of the Association shall provide, except that vacancies in said Board occurring between regularly scheduled meetings of the members or share holders may be filled by the Board of Directors if so provided by the corporate Charter or By-Laws. Said Charter and By-Laws may provide for said Directors to be elected for terms of more than one year and for such terms to be staggered so that in any year the terms of one or any number less than all of the Directors shall expire.

3.06. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board of Directors and who shall manage and conduct the affairs of

the Association under the direction of the Board of Directors.

3.07. Except as expressly otherwise provided by the Charter or By-Laws of the Association or this Declaration, or as otherwise required by law, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in its Board of Directors and its officers under the direction of said Board, and shall not be subject to any requirement or approval on the part of its members. The corporate charter and By-Laws of the Association may include such provisions for the protection and indemnification of its officers and directors as shall be permissible by law.

3.08. The making of changes or amendments in this Declaration or in the easements, restrictions, and rights herein set forth, and the amendment, modification, and revocation thereof, all pursuant to the powers to do so granted or reserved to the Association in and by this Declaration, shall be done by the Association only upon the recommendation of its Board of Directors with the approval by affirmative vote of members entitled to vote not less than two-thirds (2/3) of all the votes which the members of the Association shall then be entitled to vote.

3.09. The Association shall obtain such funds as it shall require from time to time by assessment upon the owners of all the Residential Units, the original construction of which shall have been completed. The amount of such assessments shall be determined no less frequently than annually by the Board of Directors of the Association, who shall notify the shareholders or members thereof of the imposition or any change in the amount thereof not less than thirty (30) days before such action shall become effective. Except as otherwise provided in Section 4.04 hereof, all assessments shall be levied equally upon the Owners of each such Residential Unit, and shall be paid monthly, provided, however, that prior to the day of first occupancy of any Residential Unit the owner thereof shall be assessed only for his or her equal share of the cost of those activities of the Association which inure to the benefit of such Residential Unit. The amounts assessed may include provision for such reserves for future expenditures as the Board of Directors shall deem appropriate.

3.10. In addition to the funds obtained pursuant to Section 3.09 hereof, the Association shall receive and utilize for any proper purpose such additional contributions as may be made to it by the Residential Owners or others, whether as an initial contribution made in connection with a first sale of any Residential Unit to a Residential Owner, or otherwise.

3.11. To the extent necessary to provide for expenditures for which the requisite funds shall not have been provided by such assessments, the Association shall have power to borrow moneys from such sources and upon such terms and conditions as the Board of Directors may determine. The Board of Directors shall be empowered to secure such borrowing with the affirmative vote of not less than two-thirds (2/3) of all the votes which members of the Association shall then be entitled to vote.

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3.12. The Association need not issue instruments in the nature of certificates in evidence of membership, and the Association shall not distribute to its members any sums in the nature of dividends. To the extent that funds shall not be required for current expenditures or reserves, the next to become due monthly assessment shall be eliminated or the amount thereof appropriately reduced. Such reduction shall not prevent reinstatement of, or increase in, such assessments when required, but such reinstatement or increase shall not be retroactive.

3.13. None of the Association, its Board of Directors, or the members shall be deemed by acting hereunder to be conducting a business of any kind. All funds received by the Association shall be held and expended for the purpose designated herein, and shall be deemed to be held for the benefit, use, and account of all the Residential Owners in equal shares, except for such adjustments as may be made to reflect delinquent, prepaid, and special assessments or pursuant to Section 4.04 or other Sections hereof.

3.14. Whenever possible, the Association shall perform its functions and carry out its duties by entering into agreements for the performance thereof with such persons and business entities regularly engaged in the performance of generally similar functions and duties as the Board of Directors shall determine, which agreement shall be for such length of time, at such rates of compensation, and upon such other terms and provisions as the Board of Directors shall determine from time to time, and which such persons or business entities may, but need not, be persons or business entities owning or otherwise directly or indirectly interested in the Property or any part thereof. The Association shall also have power to itself perform its functions and carry out its duties, but shall itself do so only to the extent and so long as the performance pursuant to agreements as aforesaid shall not be reasonably feasible. The Board may engage the services of any agent to manage the Property to the extent deemed advisable by the Board, and the Board may retain the services of an accountant or attorney.

3.15. The Association shall receive title to the Common Areas as contemplated by Section 6.05 hereof, and shall hold and deal with the Common Areas and such other assets as it may receive from time to time in accordance with the provisions of this Declaration and of its Articles of Incorporation and By-Laws. The Corporate Charter of the Association may, but need not, provide that upon dissolution of the Association its assets shall be dedicated or distributed to the appropriate public agency or other non-profit organization to be devoted to uses and purposes corresponding as nearly as practicable to those set forth in this Declaration or in said Corporate Charter.

ARTICLE FOUR MAINTENANCE AND REBUILDING

4.01 The Association shall determine the need for, and carry out or cause to be performed, all maintenance, improvements, and repairs: (a) Of the Common Areas; (b) Of all vehicular rights of way, foot paths, fences, and landscaping structures; (c) Of all facilities for the

supply of water, gas, telephone, cable TV, electricity (including vehicular rights of way and yard lighting), removal of sewage, storm water management, and other utilities; (d) For the purpose specified in Section 1.03 hereof; and (e) For other improvements situated therein or appurtenant thereto. Notwithstanding the foregoing, the Association shall cause all vehicular right of ways and facilities to be maintained and repaired in compliance with all such standards as used in the original construction. Without limitations of the foregoing, it is expressly stipulated and agreed that all vehicular rights of way, and any access to and from the public street bordering the Property, shall be kept free of snow and other obstruction so as to be open for passage, and the Residential Owners shall be obligated and responsible therefore in any case in which the Association shall fail so to do.

4.02 The Association shall pay, as agent and on behalf of the Residential Owners, all taxes and other governmental impositions levied upon the Common Areas or any part thereof out of the funds furnished to it for such purpose by the Residential Owners.

4.03 The Association shall also carry out, or cause to be performed or provided, such additional functions in the nature of maintenance, improvements, repairs, services, and other facilities for the use and benefit of the Property and its inhabitants generally as shall be determined by its Board of Directors from time to time. In the case of functions which the Board of Directors determines not to be covered in Sections 4.01 4.02 hereof, the Board of Directors shall also have power to impose upon the individuals actually using and benefitting therefrom such additional charges for the use thereof as the Board of Directors deem appropriate.

4.04 To the extent that the use of separate lines or meters therefore shall be impractical or uneconomic, the Association shall have the right to draw water, gas, or electricity from individual Residential Units as required for the efficient performance of its duties hereunder. In the event the Association exercises this right, it shall make such equitable arrangements as its Board of Directors shall determine to adjust for any unequal distribution among all the Residential Owners of the cost thereof. Such uses may include, but not be limited to, the operation of sprinkling systems and lighting in the Common Areas.

4.05 The Board shall provide and be responsible for all maintenance, repair, and replacement required to keep in good condition the Common Elements, including the Limited Common Elements. The cost and expense of the maintenance, repair, and replacement of the Common Elements and (if any) the Limited Common Elements that the Board elects to maintain, repair, or replace shall be part of the Common Expenses.

4.06 The Association may enter into an agreement with the City of Sheridan, Wyoming, to provide maintenance, repair and/or replacement of sanitary and water services, streets and curbs, and walks for the site. Said City shall have the right to survey and inspect the sewer and water lines and to make recommendations to the Association should there be any condition which might be adverse to the general sewer and water systems such as water leaks, excess inflow or infiltration into the sewer or illegal connections.

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ARTICLE FIVE CASUALTY AND INSURANCE

5.01. In the event the Property, any part thereof, or any of the Residential Units thereon, shall be damaged or destroyed by fire, other casualty, or any other cause or event whatsoever, the Owners of the property so damaged or destroyed shall cause it to be repaired, restored, or rebuilt, as the case may be, as rapidly as reasonably possible, to the condition in which such property was immediately prior to such damage or destruction. Notwithstanding the foregoing, the Association may authorize and direct different action as shall be recommended by the Board of Directors and approved by the affirmative vote of members holding not less than two-thirds (2/3) of all the votes which shareholders or members of the Association shall then be entitled to vote.

5.02. All repair, restoration or rebuilding pursuant to the provisions of this Article Five shall be carried out under such supervision and direction as the Board of Directors of the Association shall deem appropriate in order to assure the expeditious and correct completion of work concerned, and the owner or owners of each Residential Unit which shall have been damaged or destroyed shall fully cooperate with, and abide with all instructions and directions of, the Association in connection therewith.

5.03. The Association is hereby given, without limitation, the power to: (a) Select or approve the architects, contractors, and subcontractors to be employed in connection with such repair, restoration, or rebuilding; (b) Select a single contractor or contractors to perform all various parts of the work to be done upon the Residential Units which shall have been damaged or destroyed by such casualty or other happening; (c) Coordinate the progress of the work among such various Residential Units; and (d) Hold the proceeds of any insurance which may be payable on account of such casualty or other happening and control the disbursement thereof in such manner as to assure the sufficiency of funds for the completion of said work or for any other proper purpose.

5.04. The Association shall carry out and see to the repair, restoration, or rebuilding required by this Article Five in the event that: (a) The owner or owners of the Residential Units concerned shall fail to do so; (b) Any owner suffering such a casualty or loss shall request the Association to do so; or (c) More than one contiguous Residential Unit shall be involved.

5.05. Each Residential Owner shall maintain in force at all times insurance covering the Residential Unit owned by him or her. Such insurance shall provide, at a minimum, coverages generally described as fire coverage, extended coverage, additional extended coverage, and vandalism and malicious mischief coverage, and shall have policy limits in an amount equal to 100% of the full insurance value of the covered Residential Unit with loss payable on the basis of the cost of replacement without deduction for depreciation. To the extent that the Association shall so require, each Residential Owner shall also maintain in force at all times insurance protecting the Association from loss, damage, and liability resulting directly or indirectly from any act or omission of such Residential Owner or any employer, agent, representative, guest or

invitee of such Residential Owner provided, however, that the Association may not require a Residential Owner to obtain any insurance of any type not then issued by responsible insurance companies regularly doing business in the State of Wyoming.

5.06. All insurance required to be maintained by any Residential Owner shall be issued by companies authorized to issue such policies in the State of Wyoming, shall name the Association as an additional insured, and shall provide that all proceeds payable on account of loss or damage to his or her Residential Unit shall be payable to or as directed by the Association, subject only to the rights, limited as herein provided, of any mortgagee for value of the premises. The policies themselves, or appropriate certificates showing the evidence of such insurance, shall be furnished to the Association, and new policies or certificates shall be furnished to the Association at least ten (10) days prior to the expiration date of the all expiring policies.

5.07. Neither the Association nor any of its officers, directors, employees, agents, or representatives shall have any liability to any Residential Owner, or to his or her insurer, for any damage to or loss of any Residential Unit or any personal property. Each Residential Owner's insurance policy shall, by appropriate provision therein, waive all its rights of subrogation against the Association and its officers, directors, employees, agents and representatives.

5.08. Whenever the Association reasonably believes that any insurance required by this Article Five is not in force or is about to expire without renewal, the Association shall have the right (but not the obligation) to obtain insurance containing any coverages it deems appropriate, and the cost thereof shall be due from the owner of the subject Residential Unit upon demand by the Association.

5.09. In the event that the Association finds it possible to effect broader or better coverage at lesser cost by obtaining a blanket policy or policies of insurance upon all of the residential Units in the Property, the Association shall have the power to do so at the election of its Board of Directors. In the event the Association exercises this right, the Residential Owner of each Residential Unit so covered shall accept and pay a proportionate share of the cost of such insurance, whether by regular assessment or otherwise, in lieu of providing and paying for the individual policies of insurance hereinabove required.

5.10. In any case in which insurance proceeds shall not be paid or payable on account of any damage to or destruction of any Residential Unit, or in the event insurance proceeds shall be inadequate to fully cover the cost of repair, restoration or rebuilding which the Association is by the provisions of this Article Five required to carry out, the Association may elect to: (a) Forego or lessen the extent of the repair, restoration, or rebuilding that would otherwise be required; and/or (b) Pay the portion of the cost of the repair, restoration, or rebuilding that exceeds the amount of insurance proceeds available. In the event that the Association elects to pay any portion of the cost of the repair, restoration, or rebuilding, the Association may recover the amount of any such payment from any person or persons who shall be directly or indirectly responsible for such damage or destruction by reason of any negligent or wrongful act or

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omission.

5.11. Notwithstanding anything to the contrary herein contained, the obligations of the Association under the provisions of this Article Five shall be limited to the repair, restoration, and rebuilding of any loss, damage or destruction to or of the Common Areas, and to or of so much of the Residential Units as constitutes structural improvement upon the real estate. The Association shall not be responsible for repair, restoration, or replacement of any personal property of any Residential Owner or of others which, although in or about a Residential Unit, shall not be so attached thereto as to form an affixed part thereof.

5.12. The Association may, but shall not be required to, obtain and maintain such additional insurance as its Board of Directors shall from time to time deem prudent.

5.13. Notwithstanding the foregoing, to the extent required by the terms of any mortgage for value of any part of the Property, the proceeds of any insurance becoming payable on account of any loss of or damage to the part of the Property so mortgaged shall be paid first to such mortgagee to the extent of its interest; provided, however, that no mortgagee shall apply such proceeds to reduce its mortgage other than those proceeds which exceed the full cost of the repair or restoration that is required by the Association.

ARTICLE SIX INTERIM PROCEDURE

6.01. Until all twenty-four (24) of the various Residential Units shall have been conveyed by Developer to the first Residential Owner thereof (or to such Residential Owner's nominee), the Developer shall, with respect to each unsold Residential Unit, have the rights herein granted to the Residential Owner thereof including, without limitation, the right to control the Association and to control all matters upon which the members are entitled to vote. If the Developer so elects, it may turn over control of the Association at an earlier time.

6.02. Until the Association is organized and has assumed its duties and powers, the Developer shall have all rights and powers herein granted to the Association, and the Developer shall be authorized and empowered to take all such action as the Board of Directors of the Association would have been authorized and empowered to take if the organization of the Association had then been completed.

6.03. The powers granted to Developer by Section 6.02 hereof shall include, without limitation, the power to assess and collect from the individual Residential Owners their respective proportionate share of the funds required for the carrying out of all the duties and obligations of the Association, except that the Developer shall not obtain, by means of any such assessment, reimbursement for any of the costs of the construction of any of the Residential Units or of any original improvement to or of the Common Areas. Those excepted costs shall be

the sole obligation of the Developer.

6.04. The Developer may engage an initial professional management organization under a contract expiring not more than one (1) year after the Association is given over to individual unit owners. So long as the Developer and/or the initial management organization shall exercise the rights, powers, duties, and obligations of the Association, those provisions contained herein which refer to snow removal and landscaping shall not include the patios and walkways between the garages and the Residential Units.

6.05. The Common Areas shall be conveyed by the Developer to the Association at such time as the Developer shall determine, which conveyance may be by the Developer's Deed, subject to all such matters as shall then appear of record; provided, however, that the Common Areas shall be so conveyed on or before the day by which all Residential Units have been conveyed to Residential Owners (or their nominees), the Association has been organized, and the Association's corporate existence is in good standing. The Developer's conveyance of the Common Areas shall be subject to matters of record on the date hereof, current taxes not yet due, and such mortgages and other matters as are contemplated or permitted by the terms of this Declaration.

ARTICLE SEVEN MORTGAGES

7.01. So long as the Developer is the holder of record title to any of the Property, the Developer shall have the right to place thereon one or more mortgages upon any part thereof to secure loans that the Developer may obtain from time to time; provided, however, that each such mortgage upon any of the Common Areas shall be released at or prior to the conveyance of the Common Areas to the Association. It shall be the obligation of the Developer to see to the timely release of such mortgages, and by its execution of this Declaration the said Developer shall be deemed conclusively to have bound and obligated itself thereto.

7.02. Each Residential Owner shall have the right to place mortgages upon his or her Residential Unit which secure loans made by financial institutions regularly engaged in the business of making mortgage loans upon real estate situated in the City of Sheridan, Wyoming.

7.03. For all the purposes of this Declaration, the term "mortgage" shall mean and include mortgages, Deeds of Trust, and other documents in the nature of mortgages.

ARTICLE EIGHT PLACEMENT OF PARTY AND OTHER WALLS

8.01. It is contemplated that each of the Residential Units shall have one or more party walls connecting it with other Residential Units. It is intended that each party wall shall be erected upon the lot line between the Residential Units concerned, and that each non-party

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exterior wall of each Residential Unit shall be erected wholly within such Residential Unit so as not to encroach upon any Common Areas. It is, however, recognized that errors may occur in the actual placement of said walls during the course of construction, and it is recognized that certain patios, balconies, eaves, lighting fixtures, and privacy walls of Residential Units may encroach on the Common Areas. Whenever any party wall or privacy wall of any Residential Unit shall be found to be off the lot line intended, and whenever any wall or eave or lighting fixture of any Residential Unit shall be found to encroach upon any Common Areas, valid easements for the maintenance thereof are hereby established by virtue of the provisions hereof, which easements shall exist for the benefit of the Unit so encroaching for so long as the said patio, balcony eave, wall or lighting fixture shall remain standing. Further, and without limitation of the foregoing, the legal description of the Residential Units and any Common Areas concerned may be changed or amended, and the owner of each parcel concerned shall without further consideration execute and deliver such easements and/or conveyances as may be necessary or appropriate to accommodate the encroachment.

ARTICLE NINE CONCERNING OBLIGATIONS OF RESIDENTIAL OWNERS

9.01. Notwithstanding anything to the contrary in this Declaration, if the Association shall incur any cost or expense on account of any matter directly or indirectly occasioned by a wrongful or negligent act or omission by any Residential Owner, or by any agent, employee or invitee of any Residential Owner, such cost or expense shall be paid or reimbursed to the Association by such owner forthwith upon the Association's demand.

9.02. Any sum due to be paid by a Residential Owner to the Association which shall not be paid when due shall bear interest at the rate of ten percent (10%) percent per annum until paid. Further, if any such sum is not paid when due, the Association shall have the right upon not less than fifteen (15) days notice to the Residential Owner to collect such sum by any lawful means. The Association's may recover from any delinquent Residential Owner, and/or from any Residential Owner otherwise in breach hereof, its reasonable attorney's fees and all other expenses incurred by it in connection therewith.

9.03. In addition to all other remedies provided herein or otherwise available to the Association, if any Residential Owner is delinquent upon any payment to the Association or is otherwise in breach hereof, the Association shall have the right, upon not less than fifteen (15) days notice to such Residential Owner, to terminate the rights of such Residential Owner and of all persons claiming by or through such Residential Owner to possess, occupy or use the Residential Unit owned by such Residential Owner. Such right herein granted to the Association may be enforced by means of an action for possession maintained in the manner prescribed by Wyoming Statute § 1-21-1001, et. seq., by an action in equity for mandatory injunction, or by such other legal means as may at such time be available.

9.04. Upon obtaining possession of any Residential Unit pursuant to Section 9.03 hereof, the Association shall have the further right to lease such Residential Unit to such person

or persons at such rate and upon such terms and conditions as the Association shall determine, and the Association may continue to lease such Residential Unit until all sums, interest, costs, and expenses due the Association shall have been paid in full.

9.05 If the Association exercises its right to lease a Residential Unit as provided herein, the net proceeds thereof (after payment of all leasing costs and expenses) shall be applied in the following manner:

(a) The Association shall have the right, but not the obligation, to apply so much of the proceeds as the Association shall deem prudent toward the payment or provision for payment of real estate taxes and assessment, and/or toward payment of any mortgage levied upon or being a lien upon such Residential Unit, which are or will become due during the term of such lease.

(b) To payment of all the sums owed by such Residential Owner to the Association, together with: (i) Interest thereon; (ii) The costs and expenses (including reasonable attorney's fees) of any action or suit maintained by the Association in order to obtain possession of such Residential Unit; and (iii) All other expenses incurred by the Association in connection with this matter, whether suit has occurred or not.

(c) After making of the foregoing payments, the balance, if any, shall be paid to such Residential Owner.

9.06 Upon recovery of all sums due the Association by a Residential Owner as provided in this Article Nine, the right to possession his or her Residential Unit shall be returned to him or her, or to persons claiming by or through him or her; provided that the Association shall have no obligations or liability to anyone for: (a) The condition of such Residential Unit when so returned; or (b) Any failure or refusal by the person or persons in possession of such Residential Unit to surrender the same. No effort made by the Association to protect the condition of a leased Residential Unit or to evict an occupant thereof shall be deemed to constitute a waiver of the foregoing provision or an undertaking or agreement to continue such effort.

9.07 The rights granted to the Association in this Article Nine shall be subject to the lien of any mortgage placed upon such Residential Unit as authorized by Article Seven hereof, and to any lien in favor of the City of Sheridan arising upon this Declaration.

9.08 All obligations of each Residential Owner as provided herein are secured by a continuing lien upon each of his or her Residential Units, subject only to the lien of any mortgage placed upon such Residential Unit as authorized by Article Seven hereof, and said lien may be enforced by the Association in all respects as though secured by a recorded mortgage in the form provided by the Statutes of Wyoming, with all rights in the nature of homestead exemption being hereby waived by each Residential Owner with respect thereto to.

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9.09 The Association may require full payment of all sums then due to it from any Residential Owner as a condition precedent to the transfer of any interest in the Residential Unit owned by him or her.

9.10 By reason of the nature of the planned community herein contemplated, any violation on the part of any Residential Owner of any of the terms or conditions of this Declaration, and any violation of any rule or regulation adopted by the Association pursuant to the authority herein granted to it, will or is likely to result in damages which are irreparable or impossible of ascertainment. The Association shall therefore have, and is hereby granted, the right to prevent or stop any such violation on the part of any Residential Owner by means of injunctive proceedings, as well as by restricting or entirely suspending, for such period or periods as the Board of Directors of the Association may from time to time determine, the use by the offending person of any facility or service relating to the Property.

9.11 The various rights and remedies herein granted to the Association shall be in addition to all other rights and remedies which may be available. All rights and remedies available to the Association may be exercised concurrently, consecutively, or partly concurrently and partly consecutively, as the Association may from time to time elect.

9.12 The failure of the Association to seek redress for any violation, or to enforce any term or provision of this Declaration or of any rule or regulation issued hereunder or pursuant hereto, shall never be deemed a waiver of such right of redress or enforcement, either as to any subsequent violation or as to further continuation of any violation.

ARTICLE TEN AMENDMENTS AND ADDITIONAL RULES

10.01. The Association may amend, modify or otherwise alter this Declaration, each and all of the terms and provisions hereof, and each and every rule, covenant, easement, agreement and restriction herein contained, at any time and from time to time, by action recommended by its Board of Directors and approved by the affirmative vote of any proportion of its shareholders or members herein stipulated, subject to the limitation that such action shall not cause the Property or any part thereof to be in non-compliance with any zoning ordinance or other applicable law or governmental regulation.

10.02. Any action taken pursuant to Section 10.01 hereof shall be evidenced by an appropriate written instrument issued by the Association, and shall be effective upon the later to occur of: (a) Any date designated in such instrument; or (b) The date such instrument is filed for record in the office of the County Clerk and Recorder of Sheridan County, Wyoming.

10.03. The Association may adopt, amend, modify, otherwise alter, or enforce additional rules and regulations bearing upon the use and the manner of occupancy and maintenance of the

Property (including either or both the Common Areas and the Residential Units) or any part thereof, at any time and from time to time, subject only to the limitations that such action bearing upon Residential Units shall be applied uniformly to all the Residential Units, and that such action shall not cause the Property or any part thereof to be in non-compliance with any zoning ordinance or other applicable governmental law or regulation.

10.04. Any additional rules or regulations adopted by the Association pursuant to the authority granted to it in Section 10.03 hereof, and any amendment or modification of any such additional rules or regulations, shall be evidenced by an appropriate written instrument issued by the Association, and shall be effective as of the date designated in such instrument, but not earlier than either: (a) The date such instrument is filed for record in the Office of the County Clerk and Recorder of Sheridan County, Wyoming; or (b) The date a full, true, and complete copy of such instrument is transmitted to the Residential Owner against whom the additional rules or regulations are intended to apply in the manner herein provided for the service of notice upon him.

10.05. Whenever the Association shall cause any instrument to be placed of record in order to render effective any action taken pursuant to Sections 10.01 or 10.03 hereof, it shall be the duty of the Association to transmit a full, true and complete copy of such instrument to each then Residential Owner promptly; provided, however, that failure so to do shall not invalidate or delay the effective date of any action effectuated by such instrument.

ARTICLE ELEVEN MISCELLANEOUS

11.01 Any notice to be given hereunder shall be deemed conclusively to have been given to the following recipients in the following manners respectively:

(a) In the case of a Residential Owner, when delivered personally to him, or when personally delivered to a member of his household of the age of more than fifteen (15) years, or when placed in the United States mail (whether actually received or not) with first class and registered or certified postage fully prepaid and addressed to him at his most recent address as shown on the records of the Association;

(b) In the case of the Developer, upon delivery to the Developer, at its usual place of business, provided that no notice shall be in any event binding upon the Developer until actually received by it; and

(c) In the case of the Association, upon delivery to its president, its secretary, or its registered agent, in person, or when placed in the United States mail with first class and registered or certified postage fully prepaid and addressed to the Association in care of its then Registered Agent at its then Registered Office.

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11.02 If any term, provision, covenant, easement, agreement of condition contained in this Declaration, or any rule or regulation issued hereunder, shall be found to be invalid, the remainder of this Declaration and the remainder of such rules and regulations shall not be invalidated or terminated thereby but shall remain in full force and effect to all intents and purposes as though such invalid term, provision, covenant, easement, agreement, condition, rule or regulation had never been included.

11.03 All easements, rights, covenants, agreements, reservations, restrictions, and conditions herein contained shall run with the land and inure to the benefit of and be binding upon each subsequent holder of any interest in any of the Property to the same force and effect as though set forth at length in each and every conveyance of the Property or any part thereof.

11.04 Throughout this Declaration, the phrase "owner of a Residential Unit" includes but is not restricted to: (a) "Residential Owners" as defined in the introductory portion herein; (b) all Owners of Residential Units; and (c) Until ownership of any Residential Unit shall have been transferred from the Developer, the Developer as to such Residential Unit.

11.05 The division of this Declaration into Articles, Sections, paragraph numbers, and headings are for convenience only, and the validity and enforceability of any portion of this Declaration shall never be affected or called into question by reason of the position thereof in this Declaration or the captions or article headings pertaining thereto.

11.06. These protective covenants shall run with the land and shall be binding on the property until January 1, 2030, at which time said covenants shall be automatically extended for successive periods of twenty (20) years unless by vote of a three-fourths (3/4) majority of the then owners of the lots (the owners of each lot being entitled to one vote) it is agreed that such protective covenants shall no longer be binding. The owners of three-fourths (3/4) of the lots may effect a termination of such protective covenants by signing and recording in the office of the Sheridan County Clerk and Recorder, a certificate stating that they are in agreement that the protective covenants be terminated. The filing of such instrument shall effect a termination of these protective covenants at the expiration of the then existing original or renewal term. Until such an instrument is filed, it shall be presumed that the covenants have been extended.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed the day and year first above written.

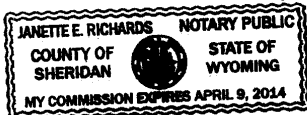
FIRST INTERSTATE BANK

By: David Hubert
David Hubert, Assistant Vice President

STATE OF WYOMING)
 :
COUNTY OF SHERIDAN)

The above and foregoing Declaration of Protective Covenants was subscribed, sworn to and acknowledged before me this 29th day of September, 2010, by David Hubert, as Assistant Vice President of First Interstate Bank.

WITNESS my hand and official seal.



Janette E Richards
Notary Public

My Commission expires: April 9, 2014