

FALCON RIDGE DEVELOPMENT

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION made this 27th day of December, 1994, by
Falcon Ridge L.L.C., 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:

Lots 1 through 40 and Outlots A and B of Falcon Ridge Development,
previously described as follows:

A tract of land situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$,
NW $\frac{1}{4}$ SE $\frac{1}{4}$, all located in Section 3, Township 55 North, Range 84 West
of the 6th P.M., Sheridan County, Wyoming, being more particularly

described as follows:

Beginning at a point located S13°58'24"W, 2421.76 feet from the North
quarter corner of said Section 3, said point being on the South right-of-way
line of West Brundage Lane; thence along said South right-of-way line,
N50°31'00"E, 788.12 feet to the Northwest corner of a tract of land,
described in Book of Deeds 290, Page 439; thence leaving said right-of-
way line along the Westerly line of said tract, S39°28'50"E, 430.00 feet;
thence S17°35'11"E, 638.18 feet; thence leaving said westerly line,
N64°20'42"W, 353.93 feet; thence N80°46'12"W, 425.38 feet; thence
S31°11'30"W, 151.39 feet; thence S78°03'51"W, 250.64 feet to an
existing fence; thence along said existing fence, N1°43'09"W, 399.16 feet
to the point on beginning. Said tract contains 12.75 acres, more or less.

Basis of bearings is Wyoming State Plane (East Central Zone).

Developer desires to cause to be constructed on the Property and maintained,
townhomes (herein sometimes called "Falcon Ridge") designed to obtain for the residents
thereof the benefits of more effective and attractive land use, and freedom from the burdens
of individual maintenance and repair of grounds and of exterior surfaces of the structures
thereon.

It is contemplated that "Falcon Ridge" will consist of forty (40) townhouse units
situated upon property described in the Plat which was recorded in the office of the

Sheridan County Clerk and Recorder on December 12, 1994, in Book F of Plats at page 13, (herein referred to as "the Plat"). Hereinafter such individual dwelling units are to be called "Residential Units". It is contemplated that each of the Residential Units will be sold to individual purchasers (the "Residential Owners") and that part of the Property (the "Common Areas"), being the property described and shown as "Outlot A" and "Outlot B" on the Plat referred to above, shall be held subject to the provisions of this Declaration and eventually conveyed to a corporation formed and to be conducted as hereinafter described (the "Association"), for the benefit of the Residential owners.

All reference to the "Common Areas" herein contained shall be deemed to refer to Common Areas of said Plat and all references to herein contained 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, declarations and agreements and creates the restrictions and easements herein set forth.

ARTICLE ONE

PROVISIONS RELATING TO THE COMMON AREAS

1.01. These parts described and shown on the Plat referred to above as being the Common Areas as shown on the Plat shall be and are hereby declared to be subject to the covenants, agreements, easements and restrictions set forth in this Declaration, to be and 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 (herein referred to and shown on the Plat, as "Limited Common Elements" or "LCE") 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 and invitees, and such other vehicular right of way and paths as the Association shall from time to time determine and as shall be in compliance with such governmental laws, ordinances and regulations as shall be applicable from time to time.

1.04. There may be upon the Common Areas fences of such design as shall be in conformity with all applicable governmental laws, ordinances and regulations, at or near the perimeter of the Property and partially or entirely enclosing the Property except for such gates and other openings as Developer may originally approve and construct and as the Association shall determine. 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 as 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 and 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.

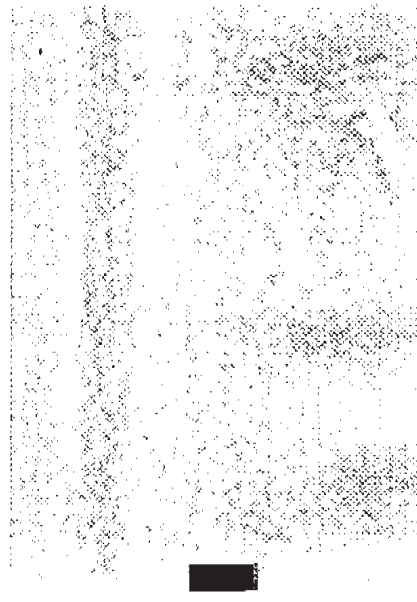
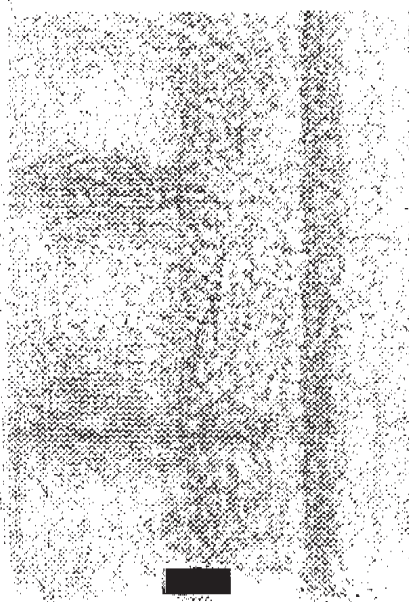
1.06. It is expressly and irrevocably stipulated and agreed that notwithstanding any other term or provision hereof, no vehicles shall be parked or left standing unattended or operated upon any of said vehicular right of way in any manner violative of any law or

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 in and to the Common Areas and such rights and easements shall be appurtenant to and shall pass with the title to every Residential Unit so long as said Residential Owner resides on his Residential Unit, provided that such rights and easements shall, in accordance with the terms of this Declaration belong to the Residential Owner's tenants or contract purchaser. The 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 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 rights of ingress and egress described in Section 1.02 and 1.03 hereof.

1.08. Outlot B of the Common Area shall be reserved for passive uses, such as park-like activities, picnicking, walking and seating areas. The Association shall have the exclusive authority to determine if any proposed activity is within the contemplated meaning of "passive use".

1.09. 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 to Article Eleven hereof.



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, to be and 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 or which nature which will, or may be, visible from the exterior of the Residential Unit or which 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. The aforesaid sign prohibition shall extend to and include "for sale", rental and any advertisement signs.

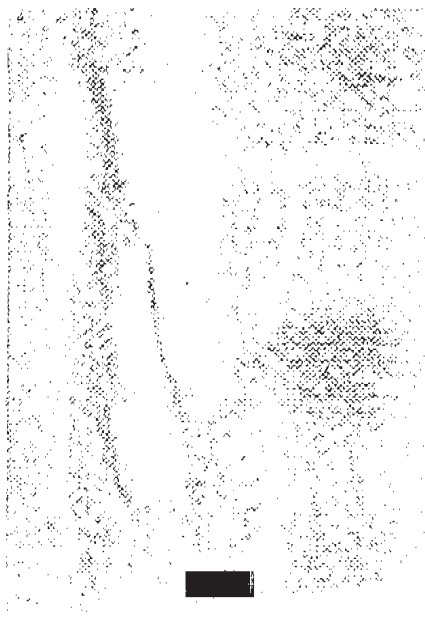
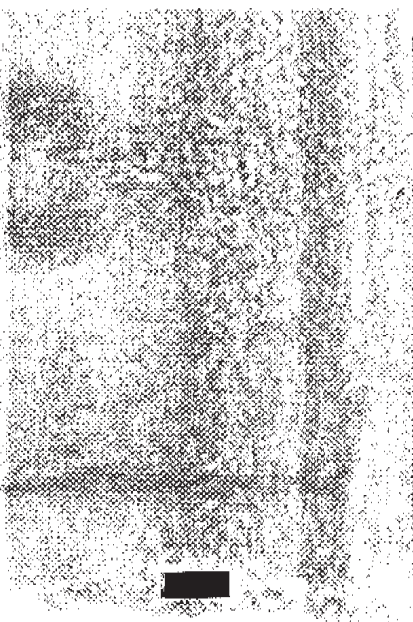
2.05. No domestic or other animals of any kind shall be kept or maintained within any Residential Unit, except for such birds, dogs, cats, ornamental fish and other household pets as may be permitted by regulations adopted by the Association from time to time, it being expressly understood that the Association is hereby granted and shall have 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 walking such pets on a leash, confined to deck area, or restricted on patio areas. At all times, owners shall prevent dogs from creating barking nuisance or other nuisance and must not allow any animal out of the dwelling unless the owner is in the animals presence outside the dwelling.

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 therefor. Overnight parking of trucks, RVs, 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 electronic 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 and 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, repair, 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 to Article Eleven hereof, 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.

ARTICLE THREE

FORMATION OF ASSOCIATION

3.01. In order to carry out the intents and purposed hereof, a corporation (hereinafter called the "Association") will 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 so 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 Unit, 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 fortieth (40th) 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 purported 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 five (5) 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 from time to time 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 not less frequently than annually by the Board of Directors of the Association who shall notify the shareholders or members thereof of the imposition thereof or of any change in the amount thereof, as the case may be, not less than 30 days before such action shall become effective. Except as otherwise provided in Section 4.06 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 date of first occupancy of any Residential Unit as a residence, such Residential Unit shall be assessed only for its 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 members entitled to vote, of not less than two-thirds (2/3) of all the votes which members of the Association shall then be entitled to vote.

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 for such 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 4.06 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 agreements 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 and 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, from time to time, 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.

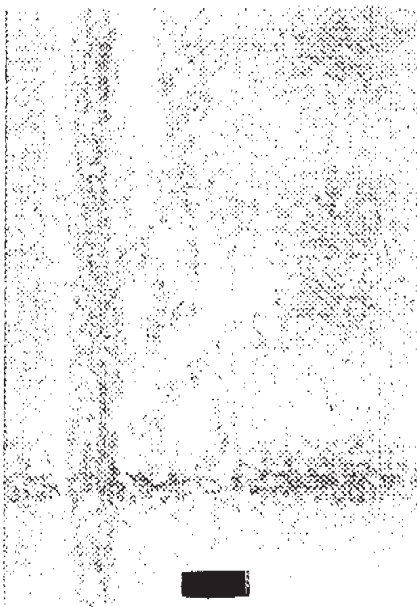
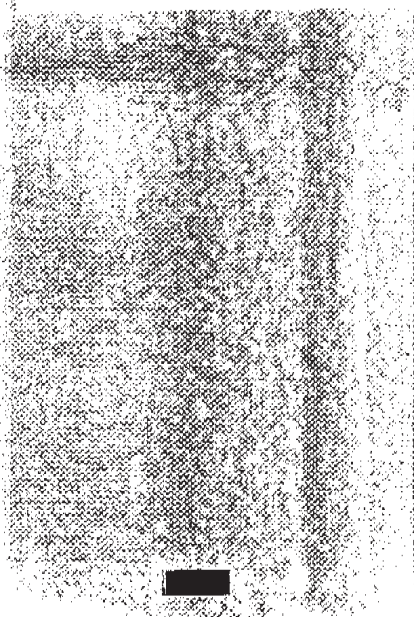
ARTICLE FOUR
MAINTENANCE AND REBUILDING

4.01. The Association shall determine the need for and carry out or cause to be performed all maintenance, improvements and repairs of the Common Areas and all the vehicular right of ways, foot paths, fences and landscaping, structures and facilities for the supply of water, gas, telephone, cable TV, electricity, including vehicular right of ways and yard lighting, removal of sewage, storm water management, and other utilities and for the purpose specified in Section 1.03 hereof and other improvements situated therein or appurtenant thereto, but in any event shall cause all said vehicular right of ways and facilities to be and 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 said vehicular right of ways, any access to and from the public streets bordering the Property shall be kept free of snow and other obstruction so as to be open for the passage and that the Residential Owners shall be obligated and responsible therefor 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 and out of the funds furnished to it by them for such purpose, all taxes and other governmental impositions levied upon the Common Areas or any part thereof.

4.03. The Association shall determine the need for and carry out or cause to be performed all maintenance of the exterior of the Residential Units, including without limitation, painting, staining and tuck pointing thereof at such intervals as shall be prudent, as well as the maintenance, repair and replacement of roof of the Residential Units. The Association shall also perform all maintenance, improvement and repair of the grounds and landscaping of the Residential Units situated outside the exterior walls thereof to all intents and purposes as though said grounds were a part of the Common Areas.

4.04. The Association shall determine the need for and carry out or cause to be performed all such maintenance and repair of all exterior surfaces of the Residential Units



and of all water, sewer, gas and electric, telephone, cable television, television antenna and transformer lines and meters incorporated in or forming a part of the Residential Units as originally constructed and serving more than one unit, not including, however, the maintenance or repair of any furnaces, water heaters, stoves, refrigerators, washing machines, or household appliances. The Association shall have such right of access to the Residential Units as may be necessary to carry out the purpose in Section 4.03 and 4.04.

4.05. The Association shall also carry out or cause to be performed or provided in or about the Property all such additional functions in the nature of maintenance, improvements, repairs and 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; and in the case of such other functions which said Board of Directors may determine as are not provided for in Sections 4.01 through 4.04 hereof, said Board of Directors shall also have power to impose upon the individuals actually using or benefiting therefrom such additional charges for the use thereof as said Board of Directors shall from time to time deem appropriate.

4.06 To the extent that the use of separate lines or meters therefor 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, upon making 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.

4.07. The Board shall provide and be responsible for all maintenance, repair and replacement required to keep in good condition the Common Elements including the replacement of the Common Elements. The cost and expense of the maintenance, repair and replacement of the Common Elements (other than the Limited Common Elements) and the cost and expense of the maintenance, repair and replacement of the Limited Common Elements shall be the responsibility of the Limited Common

Elements, if any, which the Board elects to maintain, repair or replace shall be part of the Common Expenses.

4.08. The Association may enter into an agreement with City of Sheridan, Wyoming, to provide maintenance, repair and/or replacement of sanitary and water services 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. Should any such conditions come to said City's attention, it shall notify the Association which shall take corrective action within 24 hours unless an emergency requires more prompt action. Upon installation and approval of sewer and water improvements, City shall accept the maintenance for said lines. Thereafter said City shall be responsible for the operation, maintenance and repairs of the sewer and water improvements at its own expense. Maintenance flushing of the lines shall be done by said City in its routine flushing schedule and shall not be the responsibility of the Association.

ARTICLE FIVE

CASUALTY AND INSURANCE

5.01. In the event the Property or 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, subject only to the right of the Association (which is hereby granted to the Association to authorize and direct such different action as shall be recommended by the Board of Directors and approved by the affirmative vote of members entitled to vote not less than two-thirds (2/3) of all the votes which share holders 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 by all instructions and directions of the Association in connection therewith.

5.03. Without limitation, the Association is hereby given and shall have power to select or approve the architects, contractors and sub-contractors to be employed in connection with such repair, restoration or rebuilding; to 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; to coordinate the progress of the work among such various Residential Units, and to hold the proceeds of any insurance which may be payable on account of such casualty or other happening and to 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. In any case in which the owner or owners of the Residential Units concerned shall fail to carry out and see to the repair, restoration or rebuilding by the provisions of this Article Five, or shall request the Association to carry out and see to such repair, restoration or rebuilding, and in any case in which more than one contiguous Residential Unit shall be involved the Association shall carry out and see to the repair, restoration or rebuilding required by the provisions of this Article Five.

5.05. Each Residential Owner shall maintain in force at all times insurance covering the Residential Unit owned by him, consisting of, or providing all the protection afforded by, at least the insurance now generally described as fire, extended coverage, additional extended coverage, vandalism and malicious mischief, to 100% of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation. Each Residential Owner shall also maintain in force such

insurance protecting the Association from loss, damage, express or 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 as the Association shall by rule or regulation require from time to time, provide, however, that no such rule or regulation shall require the obtaining of 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 becoming payable on account of loss or damage to such 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 evidencing the renewal of each expiring policy of insurance shall be furnished to the Association in each case at least 10 days prior to the expiration date of the expiring insurance.

5.07. The Association and its officers, directors, employees, agents and representatives shall have no liability to any Residential Owner for damage or loss of either the Residential Unit of such owner or any personal property of said Owner. Each insurer of any said Residential Owner's interest in said Residential Unit or personal property shall be bound by the provisions of this Section 5.07 and shall, by appropriate provision in each policy of insurance concerned, waive all its rights or subrogation against the Association and its officers, directors, employees, agents and representatives.

5.08. Whenever the Association shall not be satisfied that any insurance required by this Article Five is in force, or if about to expire will not be renewed prior to expiration, the Association shall have the right (but shall not be required) to proceed to obtain such insurance or such lesser coverage as it may deem advisable, and the cost thereof shall be

due from the owner of the Residential Unit so insured to the Association forthwith upon demand.

5.09. In the event that the Association finds it possible from time to time to effect broader or better coverage at lesser cost, by the obtaining of a blanket policy or policies of insurance upon all the Residential Units in the Property, the Association shall have and is hereby granted power so to do at the election of its Board of Directors; and 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 provided for.

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 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 cost of such repair, restoration or rebuilding in excess of the amount of insurance proceeds available shall be borne and paid for by the Association, unless it shall be determined in accordance with the provisions of this Declaration that such loss or damage is not to be repaired or restored, but without diminishing or in any way affecting any rights of recovery thereof which the Association may have by law against 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 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 structure or improvement upon the real estate, and the Association shall not be responsible for repair, restoration or replacement of any personal property of the Residential Owner or others which, although in

or about the Residential Units, shall not be attached thereto so as to form an affixed part thereof.

5.12 The Association may, but shall not be required to, obtain and maintain additional insurance as its Board of Directors shall from time to time deem prudent with respect to damage to or destruction of the Common Areas or to or of any or all of the Residential Units, or to or of any other tangible or intangible assets owned by the Association or for which the Association may have responsibility from time to time, from any cause, and may also obtain such liability and other kinds of insurance protection against such other matters or happenings 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 such mortgagee shall not apply or seek to apply such proceeds to reduce such mortgage except for any excess of such proceeds over the full cost of such repair or restoration, unless it shall be determined in accordance with the provisions of this Declaration that such loss or damage is not to be repaired or restored.

ARTICLE SIX

INTERIM PROCEDURE

6.01. Until all forty (40) 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 such unsold Residential Unit, have the rights, and fulfill all the obligations, herein granted to or placed upon the Residential Owners, 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 shall have been organized i.e. within thirty (30) days from the date the fortieth (40th) Residential Unit has been conveyed to the Residential Owner or his nominee, and shall have assumed its duties and powers, the Developer shall have all the rights, powers, duties and obligations herein granted to or imposed upon the Association and shall be authorized and empowered to take all such actions 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. If the Developer so elects, it may turn over control of the Association at an earlier time.

6.03. The powers granted to Developer by Section 6.02 hereof shall include, without limitation, the power to assess upon and collect from the individual Residential Owners, their respective proportionate shares of the funds required for the carrying out of all the duties and obligations of the Association, except only 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 the original improvement to or of the Common Areas which it shall be the obligation of the Developer to provide at its cost.

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, in any event, as soon as all

Residential Units shall have been conveyed to Residential Owners (or their nominees) and the Association shall have been organized and its corporate existence be in good standing. The Developer shall execute and deliver such conveyance of the Common Areas at such time and further, to have undertaken and agreed with the Association that the title to the Common Areas so conveyed shall be subject only to current taxes not yet due, to other matters exclusive of mortgages to which said title was subject as of the date of this Declaration, and to 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 shall be the holder of the record title to any of the Property, the Developer shall have, and there is hereby reserved, the right to place thereon one or more mortgages upon any part or parts of the Property to secure such loan or loans of funds as the Developer may obtain from time to time; provide, 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 each and all 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, and is hereby granted, the right to place from time to time upon the Residential Unit owned by him first mortgages securing loans made to him or for his benefit by financial institutions regularly engaged in the business of making first 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, Developer deeds 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, each connecting it with others of the Residential Units in the building or buildings. It is intended that each party wall shall be erected upon the lot line between the Residential Units concerned and that each non-party exterior wall of each Residential Unit shall be erected wholly within such Residential Unit so as not to encroach upon any Common Areas, but it is recognized that errors may occur in the actual placement of said walls during the course of construction. It is further contemplated that certain patios, balconies and privacy walls of Residential Units and that certain eaves of Residential Units and certain lighting fixtures on exterior walls as constructed shall encroach on the Common Areas. Whenever any party wall or privacy wall of any Residential Unit shall be found to be not precisely upon the lot line intended and whenever any wall or eave or lighting fixture of any Residential Unit shall be found to encroach (whether by intention or mistake) upon any Common Areas, valid easements for the maintenance of all such encroachments as described herein are hereby established by virtue of the provisions hereof and shall exist for the benefit of such Unit so encroaching so long as the patio, balcony eave, wall or lighting fixture concerned 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 all such conveyances as may be necessary or appropriate, so as to place the lot line concerned directly underneath such party wall or entirely outside such wall in the case of encroachment of any wall upon any Common Areas, or, alternatively, each owner concerned shall without further consideration execute and deliver all such grants of easement and other and further documents as may be necessary or appropriate in the matter.

ARTICLE NINE

CONCERNING OBLIGATIONS OF RESIDENTIAL OWNERS

9.01. Notwithstanding anything to the contrary in this Declaration contained, if the Association shall incur any cost or expense for or on account of any items of maintenance, repair or other matter directly or indirectly occasioned or made necessary by any wrongful or negligent act or omission of any Residential Owner or of any agent, employee or invitee of any Residential Owner, such cost or expense shall not be borne by the Association 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 (10%) percent per annum until paid. If any such sum shall not be paid when due, the Association shall have the right upon not less than fifteen (15) days notice to such Residential Owner, to collect such sum by suit at law and all other legal means and to add such sum and collect reasonable attorney's fees and all other expenses incurred by the Association in connection therewith.

9.03. If any sum due to be paid by any Residential Owner to the Association shall not be paid when due, 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 Statutes 1977, §1-21-1001, et seq., as amended, if said Statute shall then provide for the maintenance of such action in such case, and otherwise 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 rent or lease such Residential Unit to

such person or persons at such rate and upon such terms and conditions as the Association shall determine and to continue so to do until all sums, interest, costs and expenses to be paid to the Association out of the proceeds of such renting or leasing as hereinafter provided shall have been paid in full. The Association shall have the authority to execute leases up to one (1) year, regardless of the amount owed, and such leases shall be binding upon the Residential Owner. But in no case shall the duration of any single lease or renting agreement of such Residential Unit entered into by the Association be for more than one (1) year at a time.

9.05. After payment or provision for all costs, and expenses of such renting or leasing, the net proceeds thereof shall be applied in the following manner:

(a) The Association shall have the right but shall not be obligated to apply so much of the proceeds of such renting or leasing as the Association shall deem prudent toward the payment or provision for payment of real estate taxes and assessment and/or payments upon any mortgage levied upon or being a lien upon such Residential Unit and being or becoming due during the term of such lease or renting agreement.

(b) To payment of all the sums owed by such Residential Owner to the Association together with interest thereon and 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 any other expenses incurred by the Association in connection with this matter, whether suit has occurred or not.

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

9.06. Upon the expiration of the first lease or renting agreement of any Residential Unit entered into by the Association pursuant to Section 9.04 hereof which shall expire more than sixty (60) days after completion of payment of all sums, interest, cost and expenses owed by the owner of such Residential Unit to the Association, the right to

possession of such Residential Unit shall be returned to such Residential Owner or persons claiming by or through him; provided that the Association shall have no obligations or liability to such Residential Owner or to any one for the condition of such Residential Unit when so returned or any failure or refusal of the person or persons then in possession of such Residential Unit to surrender such Unit and no effort made by the Association to protect it, in either regard shall ever 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 by Sections 9.03 and 9.06 inclusive hereof shall be subject to the lien of such mortgage, if any, as may then have been placed upon such Residential Unit as authorized by Article Seven hereof, and to any lien in favor of the City of Sheridan arising under this Declaration.

9.08. The obligation of each Residential Owner to pay all sums assessed or imposed upon him to pay pursuant to this Declaration and to keep, observe and perform all the terms and provisions of this Declaration to be kept, observed and performed by him shall be a continuing lien upon the Residential Unit owned by such Residential Owner, subject only to the lien of such mortgages as may be 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 the fullest extent that such waiver shall be permissible or valid.

9.09. The Association shall have, and is hereby given power, to 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 such Residential Owner.

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 and conditions of this Declaration to be kept, observed or performed by him or of any rules or regulations

adopted by the Association pursuant to the authority herein granted to it so to do, will or is likely to result in damages which are irreparable or impossible of ascertainment. Therefore, the Association shall have, and is hereby granted, the right to prevent any such threatened violation on the part of any Residential Owner, or the further continuation of any such violation, as the case may be, 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 the privilege of which use has been abused.

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 and in addition to each other. All the rights and remedies available to the Association may be exercised either concurrently or consecutively or partly concurrently and partly consecutively, as the Association may from time to time elect, and as often as the Association may 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 of a similar or other nature or as to any further continuation of any violation.

ARTICLE TEN

AMENDMENTS AND ADDITIONAL RULES

10.01. The Association shall have, and is hereby granted, the power to amend,

modify and otherwise alter this Declaration and each and all of the terms and provisions hereof and each and all of the rules, covenants, easements, agreements and restrictions 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 become and be effective as of such date as shall be designated in such instrument, but not earlier than the date upon which such instrument shall be filed for record in the office of the County Clerk and Recorder of Sheridan County, Wyoming.

10.03. The Association shall have, and is hereby granted, the power to adopt, amend, modify, otherwise alter and 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 by action recommended by its Board of Directors, 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 any 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 become and be effective as of such date as shall be designated in such instrument, but not earlier than the date upon which such instrument shall be filed for record in the Office of the County Clerk and Recorder of Sheridan County, Wyoming, if such recording shall be elected, and otherwise shall be effective as to each Residential Owner not earlier than the date upon which a full, true and complete copy of such instrument shall be transmitted to him 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 Section 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. Notices: 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, if delivered personally to him or 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) first class and registered or certified postage fully prepaid, addressed to him at his most recent address as shown on the records of the Association (or the Developer prior to the organization 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, (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, first class and registered or certified postage fully prepaid, addressed to the Association in care of its then Registered Agent at its then Registered Office.

11.02. If any term, provision, covenant, easement, agreement or 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.

11.03. All the easements, rights, covenants, agreements, reservations, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon each subsequent holder of any interest in any of the Property to the same full force and effect for all purposes 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 "Residential Owners" as defined in the introductory portion herein, and includes all Owners of Residential Units, and until ownership of any Residential Unit shall have been transferred from the Developer as to such residential Unit means the Developer.

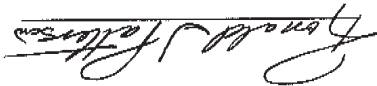
11.05. The division of this Declaration into Articles and the Articles and Section numbers and headings, are for convenience only and the validity and enforceability of any portion of this Declaration shall never be affected or called into question by reason of the position thereof in this Declaration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

11.06. If at any time or times the Board of Directors of the Association shall deem it necessary or advisable to rerecord this Declaration or any part hereof in the office of the Recorder of Deeds of Sheridan County, Wyoming, in order to avoid the expiration hereof or any of the covenants, easements, agreements or other provisions herein contained under any of the provisions of the Wyoming Statutes presently in force, or any other law or statute of similar purport, they shall submit the matter to a meeting of the shareholders or members of the Association called upon not less than ten (10) days notice, and unless at such meeting at least two-thirds (2/3) of the votes which the members shall then be entitled to cast shall be voted against such re-recording the Association shall have, and is hereby granted, power to so record, rerecord and/or refile this Declaration or such part thereof, and such re-recording and/or refiling shall be binding upon all the Owners of any part of the

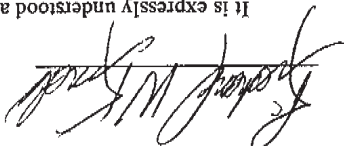
Property in every way and with all the full force and effect as though such action were taken by each of said owners and such re-recorded and refilled document executed and acknowledged by each of them.

11.07. These protective covenants shall run with the land and shall be binding on the property until November 1, 2034, 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.

By: 

ATTEST:



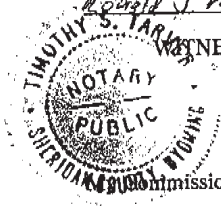
It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the representations, covenants, undertakings, and agreements herein made on the part of the Developer while in form purporting to be the representations, covenants, undertakings and agreements of said

Developer are nevertheless each and every one of them, made and intended not as person, representations, covenants, undertakings and agreements by the Developer or for the purpose or with the intention of binding said Developer personally but are made and intended for the purpose of binding only that portion of the Property specifically described herein, and this instrument is executed and delivered by said Developer not in its own right, but solely in the exercise of the powers conferred upon it as such Developer and that no personal liability or personal responsibility assumed by nor shall at any time be asserted or enforced against Developer on account of this instrument or on account of any representation, covenant, undertaking, or agreement of the said Developer in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

STATE OF WYOMING)
 : ss.
County of Sheridan)

The above and foregoing Declaration of Protective Covenants was subscribed, sworn to and acknowledged before me this 12th day of December, 1994, by Ronald J. Patterson and Richard W. Knudt.

WITNESS my hand and official seal.



[Signature]
Notary Public

Commission expires: March 17, 1997