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RECORDED IN THE

STATE OF WYOMING)
)
COUNTY OF ALBANY)

JGA

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR LANDS SEPARATELY OWNED

THIS DECLARATION, made on the date hereinafter set forth by Red Butte Development Corporation, a Wyoming Corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property situated in the County of Albany, State of Wyoming, more particularly described as:

The Buttes, a Subdivision lying in Sections 21 and 22, Township 14 North, Range 73 West of the 6th P.M., Albany County, Wyoming.

and including Units as are more particularly described and identified in the final plat of The Buttes attached hereto, and hereinafter referred to as "Real Property;" together with the rights and responsibilities as more fully set forth in the easements as recorded in the Albany County Clerk's office.

WHEREAS, Declarant desires to establish by this Declaration a plan for the ownership in fee simple of real property estates separately owned, and the co-ownership by the individual and separate owners thereof, as tenants in common, of all the remaining real property which is hereinafter defined and referred to as the Common Elements.

NOW, THEREFORE, Declarant does hereby publish and declare that the lands and improvements constructed and located thereon, are hereby subject to use and ownership as set forth herein and the following terms, covenants, conditions, easements, and restrictions, uses, limitations, and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarant, its successors and assigns and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, or assigns.

ARTICLE I

DEFINITIONS

Section 1. "Declarant" shall mean and refer to Red Butte Development Corp., and its successors and assigns.

Section 2. "Unit" means individually owned lands.

Section 3. "Common Elements" means the entire Project excepting all Units.

Section 4. "Project" means the land and all buildings and other improvements located on the land, and all rights, easements, and appurtenances belonging thereto.

Section 5. "Buildings" means a single building and/or buildings containing units as shown on the map.

Section 6. "Map" means the plat, consisting of a map of the land, a legal description thereof, locations of boundaries of each unit, unit identification numbers together with such other information as may be included thereon in the discretion of the Declarant.

Section 7. "Mortgagee" means any person or other entity or any successor to the interest of such person or entity, named as the Mortgagee, trust beneficiary, or creditor under any recorded mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

Section 8. "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more units but excluding, however, any such person having an interest therein merely as a mortgagee (unless such mortgagee has acquired fee simple title interest therein pursuant to foreclosure or any proceedings in lieu thereof).

Section 9. "Association" shall mean and refer to The Buttes Homeowners Association, a not for profit corporation, the Bylaws of which shall govern the administration of this property, and the members of which shall be all of the owners of the Units in the entire project.

Section 10. "Board" means the board of directors of the Association as defined in Article VIII of the Articles of Incorporation.

Section 11. "Common Expense" means an expense or expenses that are incidental to the Common Elements and are to be prorated among the Owner according to the number of Units owned. Each

Unit as described on the Plat will be assessed an equal proportion of the Common Expense.

ARTICLE II

PLAT

A. The plat of the land and of the easements thereon shall be filed for record in the office of the Albany County Clerk and Ex-Officio Register of Deeds of Albany County, Wyoming. The plat shall be filed for record prior to the conveyance of any Unit to a purchaser. The plat shall depict and show the legal description of the land and measurement thereof including all units and remaining lands designated as Common Area.

B. Declarant reserves the right to amend the plat from time to time to conform the same according to the actual location of any of the constructed improvements and to establish, vacate, and replace utility easements, access road easements, and parking areas.

ARTICLE III

DESCRIPTION OF UNITS

A. Every contract for the sale of a Unit written prior to the recordation of the Map and this Declaration may legally describe a Unit by its identifying unit designation, followed by the words "The Buttes." The location of such Unit shall be depicted on the Map subsequently recorded. Upon recordation of the Map in the County of Albany, Wyoming, such description shall be conclusively presumed to relate to the thereon described Units.

B. After the Map and this Declaration have been recorded in the Office of the County Clerk and Ex-Officio Register of Deeds, of Albany County, Wyoming, every contract, deed, lease, mortgage, trust deed, will or other instrument shall legally describe a Unit as follows:

Unit No. _____ The Buttes, in
accordance with the Declaration recorded on
_____, 19____, in Book _____ at
Page _____ and Map recorded on _____,
19____, in Book _____ at Page _____
of the Albany County, Wyoming Records.

C. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect not only the Unit, but also the undivided interest in the Common Elements appurtenant to said Unit and all other appurtenant properties and property rights, and incorporate all of the rights and burdens incident to ownership of a Unit and all

of the limitations thereon as described in this Declaration and Map. Each such description shall be construed to include a non-exclusive easement for ingress and egress to and from an Owner's Unit and the use of all of the Common Elements.

ARTICLE IV

NATURE OF OWNERSHIP

A. Division. The real property described in Exhibit A which has been submitted to individual ownership, including the improvements thereon, is hereby divided into fee simple estates. Each such estate shall consist of a separately designated Unit and an undivided interest in and to the Common Elements appurtenant to such Unit. Title to each Unit is hereby made subject to the terms and conditions hereof, which shall bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquired his Unit.

B. Taxation. Declarant shall give written notice to the Assessor of Albany County, Wyoming, of the creation of joint ownership of the Project, as is provided by law, so that each Unit, and the undivided interest in the Common Elements appurtenant thereto, shall be deemed separate parcels and subject to separate assessment and taxation.

C. Owning Entity. A Unit may be held and owned by more than one (1) person or entity as joint tenants or as tenants in common or in any other form of ownership recognized under the laws of the State of Wyoming.

D. Inseparability. No part of a Unit or of the legal rights comprising ownership thereof may be separated from any other part thereof during the period of ownership proscribed herein, so that each Unit and the undivided interest in the Common Elements must be conveyed, rented or encumbered only as a constituent Unit.

E. Partition. Neither an Owner, a Group of Owners, nor the Association shall have the right to combine, divide, or partition any Unit or Units, and in taking title to any Unit the Owner thereof shall be deemed to have waived any and all rights to combine, divide, or partition. The Common Elements shall be owned in common by all of the Owners and shall remain undivided and neither an Owner, a group of Owners, nor the Association shall bring any action for partition or division of the Common Elements. A violation of the provisions of this Section shall entitle the Association to personally collect, jointly and severally, from the parties' violating the same, attorney's fees, costs and other damages the Association incurs in connection therewith.

F. Use of Common Elements. Subject to the limitations contained in this Declaration, each Owner shall have the non-exclusive right to use and enjoy the Common Elements.

G. Ingress, Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Elements necessary for access to his Unit on a road suitable for a 15-ton fire apparatus vehicle. The road shall be approved by the Architectural Control Committee. Such rights shall be appurtenant to and pass with the title to each Unit.

ARTICLE V

EASEMENTS

Easements. The Association and public utility companies shall have a non-exclusive easement to such use of the Common Elements as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration. The Association shall grant to public utility companies non-exclusive easements across the Project to reach private and public lands adjacent to the Project. A ten foot strip of land inside and bordering each property line of each lot is reserved for placement of utilities. Roadways within the Project are private roadways for the use of the individual Owners of the Units, and the guests and agents of the Owners with the following exception. The Declarant, and its successors and assigns, and public agencies and utilities shall have the right to use the roads within the Project to reach public and private lands adjacent to the Project.

ARTICLE VI

USE OF UNITS

A. Residential. Each Unit shall be used for single family residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Unit for lodging or residential purposes shall not be considered to be a violation of this covenant. However, the length of lease or rental shall be of six (6) months duration or longer. The Owner of the Unit shall be held responsible for the leasee's compliance with these covenants.

B. Prohibitions. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would result in the cancellation of the insurance of the Project or any part thereof or increase the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. No operation or activity shall be permitted by an Owner or another within or upon any portion on the Project which will violate the provisions of any applicable statute, rule, ordinance, regulation, permit, or other validly imposed

requirement of any governmental body or the Bylaws or the reasonable rules and regulations of the Association or any applicable protective restrictions and covenants. No damage to or waste of the Common Elements or any part thereof shall be committed by an Owner or any invitees of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees.

C. Architectural Control Committee. The Architectural Control Committee shall be the officers of the Association, including all directors, as elected by the membership from time to time in accord with the Articles of Incorporation and the ByLaws of the Association, or a sub-committee thereof as may be authorized or established by the ByLaws.

ARTICLE VII

ASSOCIATION ORGANIZATION

A. Administration and Management. An owner of a Unit shall become a member of the Association upon conveyance to him of his Unit and shall remain a member for the period of this ownership. The Association shall be granted all of the powers necessary to govern, manage, maintain, repair, administer and regulate the project and to perform all of the duties required of it. The Association shall grant to each first mortgagee of a Unit the right to examine the books and records of the Association at any reasonable time.

B. Rights. The Association has the right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the voting membership agreeing to such dedication or transfer has been recorded.

C. Transfer. Except as otherwise expressly stated herein, any of the rights, interest, and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any owners as set forth herein.

D. Voting Rights. The Association shall have two classes of voting membership:

(1) Class A. Class A member(s) shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members.

The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

(2) Class B. Class B membership shall extend to the Declarant and shall be entitled to three (3) votes for each Unit not owned by a Class A member. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership.

E. Association Functions. The Association, subject to the rights of the Owners set forth in Article IV hereof, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in good, clean, attractive and sanitary condition, order, and repair, subject, however, to the obligations of the Owners set forth in Article X hereof. The Association shall maintain, in proper, first class manner, all landscaping and natural vegetation constituting part of the Common Elements, including assuring the preservation of good visual continuity, between landscaped areas and natural vegetation. The specification of duties of the Association with respect to particular Common Elements shall not be construed to limit its duties with respect to other Common Elements as set forth in the first sentence in this paragraph. The cost of such management maintenance and repair by the Association shall be borne as provided in Article VIII. Notwithstanding the above, the Association reserves the right to hire one or more persons or entities including a Managing Agent, contractors, and employees to perform such services. The Association shall manage, control and maintain the common area, including dams and ditches, and shall maintain and clear roads within the subdivision and any other roads used by the homeowners to access this subdivision. The Association shall maintain the existing Project boundary fences.

F. Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owner under this Declaration. The Association may also undertake litigation against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for non-compliance. Such damages shall include payment of the Association's attorney fees.

G. Notice and Quorum for any Action Authorized. Written notice of any meeting called for the purpose of taking any action authorized shall be sent to all members not less than fifteen

(15) days, nor more than thirty (30) days, in advance of the meeting.

ARTICLE VIII

COVENANT FOR MAINTENANCE ASSESSMENTS

A. Personal Obligation of Assessments. The Declarant, for each Unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges, and
- (2) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

B. Creation of the Lien. The Assessments and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation on the person who was the Owner of such property at the time when the assessment fell due. Subject to Article VIII, Section J, the personal obligation for delinquent assessments shall pass to his successors in title unless expressly disclaimed by them by notice to the Association prior to transfer of title.

C. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Units and for the improvement, maintenance and operation of the Common Elements situated within the Project which may include, among other things, expenses for the following: management; insurance which the Association is required or permitted to maintain pursuant thereto; care of grounds; trash collection; road repairs and maintenance, and other activities mutually approved for joint benefit of owners.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Common Element, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of three-fourths (3/4) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

E. Notice and Quorum for any Action Authorized Under this Section. Without regard for any other provisions for notice of meetings, written notice of any meeting called for the purpose of taking any action authorized under this Section shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

F. Rate of Annual Assessments. The annual assessments as determined under the preceding paragraphs shall be uniform among all Owners and shall be collected in annual installments.

G. Rate of Special Assessments. Any special assessment as determined hereunder shall be apportioned equally among all Owners.

H. Date of Commencement of Annual Assessments: Due Dates. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

I. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

J. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Unit pursuant to mortgage foreclosures of any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IX

INSURANCE

A. Comprehensive General Liability and Property Damage Insurance. Comprehensive general liability and property damage insurance shall be purchased by the Board on behalf of the Association and shall be maintained in force at all times, the premiums thereon to be paid by the Association, as a Common Expense. The insurance shall be carried with reputable companies authorized to do business in the State in such amounts as the Board may determine. The policy or policies shall name as insured all of the Owners and the Association. The policy or policies shall insure against loss arising from perils in the Common Areas and shall include contractual liability coverage to protect against such liabilities as may arise under the contractual exposures of the Association or the Board of Directors.

B. Fire and Hazard Insurance. Fire and other hazard insurance shall be purchased by the Board on behalf of the Association as required or appropriate for improvements on Common Area premises.

C. Owner's Personal Liability and Property Insurance. An Owner shall carry such fire, casualty and personal liability insurance, as he may desire, including specifically casualty and hazard insurance for improvements constructed on his Unit.

D. Other Insurance. The Board may purchase and maintain in force as a Common Expense, debris removal insurance, fidelity bonds, and other insurance or bonds that it deems necessary. The Board shall purchase and maintain Workmen's Compensation Insurance to the extent that the same be required by law respecting employees of the Association.

E. Proceeds. The Board shall receive the proceeds of any casualty insurance payments received on the policies obtained and maintained pursuant to this Article. In case of loss or damage, the insurance proceeds shall be used as soon as reasonably possible by the Association for rebuilding, repairing or otherwise reinstating the same buildings or improvements in a good and substantial manner according to the original plan and elevation thereof or such modified plans conforming to laws and ordinances then in effect as shall be first approved as herein provided, and the Association at its common expense shall make up any deficiency in such insurance proceeds.

ARTICLE X

USE, CONSTRUCTION AND MAINTENANCE
COVENANTS AND RESTRICTIONS

A. Residential Use. The real property hereinabove described is hereby restricted in use for single family residential purposes only, and neither the premises nor any improvements thereon shall be used for any commercial, industrial, public, illegal or immoral purpose or purposes, and no public nuisance shall be maintained or permitted to exist thereon; provided however, that any person who practices a profession such as doctor, lawyer, architect, engineer or such other similar professional occupation, may maintain as an integral part of the physical residence, an office which may not be his principal office.

B. Construction. Only new construction or alteration of existing construction shall be permitted. All construction is to be performed on site and the use of prefabricated housing will not be permitted. All buildings shall be appropriate in character, design and architecture for the area. No building shall be erected, altered, placed or permitted to remain on any part of the property hereinabove described, other than one detached single family one-story or a level and one-half dwelling and a private garage, and a building incidental to residential use may be permitted. All construction and alteration shall comply with the provisions of the following standard codes or their official amendments:

Uniform Building Code, current edition, International Conference of Building Officials.

National Plumbing Code, current edition.

National Electrical Code, current edition.

National Fire Protective Association, International.

and with such State of Wyoming and Albany County building and safety codes as may be applicable. Variances from the terms of such codes in substitution of applicable codes may be made only with the consent of the architectural control committee.

C. Subdivision. No portion of the above-described real property shall be subdivided.

D. Utilities. All utilities and service lines shall be underground inside the Unit property boundaries. Propane as a heating or cooking fuel will not be allowed on the premises, the only exception being small propane bottles such as those used with barbecue grills.

E. Waste Disposal.

(1) A waste water treatment system for each individual lot must be installed by the lot owner and must be permitted by the Albany County Planning Director.

(2) Solid wastes shall be disposed of by the Owner. Trash, garbage or other wastes shall be kept within the buildings and no part of the premises shall be used as a dumping grounds or for the accumulation of litter, trash, junk or garbage. No burning of litter, trash, refuse or garbage will be allowed on the premises.

F. Water System. Each structure designed for occupancy or use by human beings shall be connected to a private well provided by the homeowner. The water supply system shall be the responsibility of the owner and shall conform to standards of the Wyoming State Public Health Department and the Wyoming Department of Environmental Quality, and permitted by the State Engineers Office.

G. Excavation and Mining. No excavation of any kind including that for stone, sand, gravel or earth shall be made on any portion of the above-described real property, except for such excavation as may be necessary in connection with the erection of an improvement thereon. No oil drilling, oil development operation, quarrying, or mining operations of any kind shall be permitted upon said premises.

H. Continuity of Construction. All structures commenced shall be prosecuted diligently to completion and shall be completed within 18 months of commencement. If the construction progress is slowed or interrupted, the construction site shall be cleaned up into a neat, orderly and safe place.

I. Fences. No fences may be erected on any property. No fences, hedges or walls shall be erected or maintained except to screen service areas or other elements directly related to the main structure. Dog runs will be permitted.

J. Architectural Control, Design and Construction. No structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the site have been approved by the Architectural Control Committee. In general all structures shall blend in with the surrounding environment in color, texture and architectural design. Specific requirements are as follows:

1. Maximum height shall be thirty (30) feet.
2. All exterior surfaces are to be earth tone colors. Plain plywood will not be acceptable as an exterior siding.

3. Roof surfaces are to be wooden shingles or shakes, asphalt shingles, or metal roofing with a baked-on enamel finish, dark in color.

4. Minimum square footage of living area on any one level shall be 1,500 square feet

5. Maximum square footage of a garage or storage building shall be 1,000 square feet and the same architectural requirements stated above must be followed.

K. Improvement Location. No improvement shall be constructed closer to any property line or easement line than a distance of thirty (30) feet. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of such improvement. Consideration shall be given to place structures so as not to disrupt the view of other Owners and to provide continuity with the natural surroundings.

L. Nuisance. No noxious or offensive activities shall be carried on upon any part of the property subject to these covenants. Nor shall anything be done, tolerated or suffered thereon which may become an annoyance or nuisance to other property owners on the land subject to these covenants. Fireworks or any other high noise level activity shall not be permitted within the subdivision.

M. Temporary Residence. No construction trailer, basement, garage, or other out-building erected on said real property for construction purposes shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Temporary structures will be removed upon completion of construction. Mobile homes shall not be used as temporary or permanent residences at any time.

N. Signs. No signs of any kind or character shall be displayed to the public view on any of the property hereinabove described, except:

(1) A sign advertising the premises for sale or rent, or open for inspection, which sign shall not exceed a surface area of six square feet.

(2) A sign identifying the owner or occupant of a residence situated upon said premises, which sign shall not have a surface area exceeding two square feet.

(3) Any light used to illuminate signs, parking areas or for any other purpose shall be so arranged as to reflect the light away from the nearest residence and away from the vision of passing motorists.

The above does not apply to the Declarant for advertising the subdivision.

O. Fire Safety Requirements.

(1) Access roads to homesites are also fire apparatus access roads. The layout of these roads shall be submitted to the Albany County Planning Office for review and approval prior to construction.

(2) Approved numbers or addresses shall be placed on all new buildings in such a manner as to be plainly visible and legible from the road fronting the property (UFC Section 10.301 (a)).

(3) Smoke detectors shall be installed in each dwelling unit in accordance with new construction requirements of the Uniform Building Code (see Chapter 1210). Smoke detectors shall receive primary power from building wiring and be mounted in accordance with their listing instructions. Detectors shall be located in each sleeping room and a central point in the corridor or area giving access to each sleeping area and on each level containing living area.

(4) Heating appliances (including solid fuel) shall be installed and maintained in accordance with their listing instructions and applicable sections of Building, Electrical and Mechanical codes (UFC Section 11.404) and chimneys shall be equipped with spark arresters (UFC 11.505).

(5) Portable fire protection (extinguisher) rated 2A10BC must be provided within 75 feet travel distance of any point of the interior of any structure. Recommend that owner's provide themselves with additional fire extinguishers within kitchens and the area of solid fuel appliances (UFC 10.505 and Standard 10-1).

P. Animals. No cattle, horses, pigs, sheep, poultry, goats or other animals shall be raised, bred or kept on any lot except household pets provided these pets shall not be allowed to run at large and must be under control and accompanied by the owner when unleashed.

Q. Vehicles and Machinery. No vehicles, machinery or equipment, except for construction purposes, shall be stored anywhere in the Project unless enclosed in a garage or storage building. A private vehicle, used on a daily basis, does not need to be stored in a garage. Vehicles, including all-terrain vehicles and snow machines, are to be operated on roads and trails designated for vehicular use.

R. Sporting Activities. Firearms may not be fired at any time within the boundaries of the Project.

S. Preservation of Lands and Scenery. Revegetation of disturbed areas is required. After a house is established upon a lot and the water system has been installed, each homeowner is required to plant at least four, five foot trees per year until a minimum of twenty trees has been established. The type of tree shall be ponderosa pine or equivalent. Unsightly weeds, underbrush, or other unsightly growths not maintaining the visual continuity of the surrounding area shall not be permitted to grow or remain on the premises, and no refuse pile or unsightly accumulations or objects shall be allowed to be placed or to remain anywhere on the Project. In the event that any owner of any Unit shall fail or refuse to keep such premises free from the above-mentioned, then the Association may enter upon such lands and remove the same at the expense of the Owner and such entry shall not be deemed a trespass and in the event of such a removal, a lien shall arise and be created in favor of the Association and against such Unit for the full amount chargeable to such Unit and such amount shall be due and payable within 30 days after the owner is billed therefor.

T. Invitees or Leasees. Invitees or leasees of the Owner will be expected to uphold this document and it will be the responsibility of the Owner to inform invitees or leasees of the rules and regulations and enforce the rules and regulations outlined by this document. The use of a motor home by the guests of an owner shall be restricted to a period not exceeding ten (10) days. No other temporary housing will be allowed.

U. Architectural Control Committee. The Architectural Control Committee's approval or disapproval as required generally and specifically with reference to this section shall be in writing. The Committee, or its designated representative, shall give its approval or disapproval within 30 days after receiving the required documents.

V. Variance. The Architectural Control Committee shall have full power and authority to grant a variance from these covenants for good cause shown in order to prevent undue hardship on any property owner subject to the covenants. The variance, if granted, shall not violate the overall theme and appearance of the area.

ARTICLE XI

GENERAL PROVISIONS

A. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

C. Revocation. The Declaration shall not be completely revoked unless all of the Owners and all of the Mortgagees unanimously consent and agree to such revocation by instrument(s) duly recorded.

D. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year-period by an instrument signed by not less than seventy-five percent (75%) of the lot Owners, and thereafter by an instrument signed by not less than sixty-five percent (65%) of the unit Owners. Any amendment must be duly authenticated and recorded.

E. Period of Ownership. Joint ownership of the Common Area as created by this Declaration and the plat shall continue until this Declaration is amended or revoked in the manner provided in Article XI, C.

F. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of three-fourths (3/4) of each class of members.

G. Conflicts. In the event there shall be any conflict between the provisions of this Declaration and any Bylaws or rules and regulations of the Association, the provisions of this Declaration shall be deemed controlling.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set their hands and seals this 15 day of June, 1992.

By: James G. Cole, President
James G. Cole
Red Butte Development Corporation

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing was acknowledged before me this 15 day of June, 1992, by James G. Cole, President, Red Butte Development Corp., a Wyoming Corporation.

Witness my hand and official seal.

James Wade Vogel
Notary Public

My Commission Expires: March 7, 1994

Witness my hand and official seal

