

STATE OF WYOMING)
)
COUNTY OF ALBANY)

**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR AVERY ACRES TRACTS 1-8 IN GOVERNMENT LOTS 1, 2, 7, 8
IN W½NW¼W½NE¼, SECTION 13, TOWNSHIP 15 NORTH
RANGE 73 WEST OF THE 6th P.M., ALBANY COUNTY, WYOMING**

THIS DECLARATION, made on the date hereinafter set forth by Richard C. Avery and Cindy Avery, husband and wife, hereinafter referred to as "Declarants", and is to burden the lands identified specifically in Exhibit "A" attached hereto, and further identified by the plat of the said property filed as Document No. 2001 6391, Albany Clerk and Recorders office on the 11th day of October, 2001.

ARTICLE I

COVENANTS

1. **Purpose.** It is the purpose and intent of these covenants to protect and enhance the value and attractiveness of and promote the harmonious use of the subject parcel for agricultural, recreational and low density residential purpose.

2. **Preservation of Lands and Scenery.** Re-vegetation of disturbed areas is required and no clear cutting of vegetation is allowed except house sites, access to sites, and utility easements. No refuse pile or unsightly accumulations or objects shall be allowed to be placed or to remain anywhere on the subdivision. In the event that any owner of any Tract shall fail or refuse to keep such premises free from the above-mentioned, then the Declarants and/or the Home Owners Association may enter upon such lands and remove the same at the expense of the Owner and such entity 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 Home Owners Association and against such Tract and such amount shall be due and payable within thirty (30) days after the owner is billed therefor.

3. **Lot Size.** No lot shall be divided into sub lots of less than twenty (20) acres.

4. **Building Type, Size, Use and Location.** There shall be only one (1) dwelling per lot or sub lot. Such dwelling shall be for single family occupancy, shall not exceed three (3) stories in height and shall have a minimum of one thousand two hundred fifty (1,250) square feet of finished living space on the first level above grade. All dwellings shall be of new construction except that dwellings may be of modular type construction (manufactured or built at one site and delivered to and assembled upon a permanent foundation on the lot.) No temporary or moveable structure shall be used as a residence except that a mobile or temporary home shall be permitted for no more than one (1) year during construction of the new dwelling.

Only accessory buildings and structures which are incidental to the permitted uses such as, including but not limited to, garages, private workshops, barns, corrals and productive agricultural structures may be constructed.

Guest houses shall be constructed of the same material as the dwelling, and shall not be used as a permanent dwelling. The shall be a maximum of one thousand (1,000) square feet.

No permitted dwelling or accessory building or structure shall be located closer than one hundred (100) feet from any boundary line of any lot or sub lot or located so as to interfere with any right-of-way easement. There shall be a right-of-way easement thirty (30) feet in each direction from the center line of all access roads as set forth on Exhibit A. There shall be a twenty (20) foot utility easement adjacent to a parallel with all road right-of-ways, lot lines, and section lines. There shall be utility guying easements on all lots as required by the appropriate utility companies.

5. Wells. All wells shall be completed according to current state and county requirements.
6. Road Use. Roadways within the subdivision are private roadways for the use of the individual Owners with the following exception. The Declarants, and successors and assigns, and public agencies and utilities shall have the right to use the roads within the subdivision to reach public and private lands adjacent to the subdivision. Declarants reserves for the Home Owners Association the right of ingress and egress for the purpose of erecting, repairing and maintaining fences and irrigation ditches, the use of which is appurtenant to Declarants or upon any part of the property subject to these covenants. Nor shall anything be tolerated or suffered thereon which may become an annoyance or nuisance to other property owners on the land subject to these covenants. The lot owners shall be obligated to maintain the roads and bear the cost thereof. The cost for each lot owner shall be determined by dividing the total cost of maintenance and snow removal by the total number of lots.
7. Prohibitions. Nothing shall be done or kept on any lot thereof which would result in the cancellation of the insurance of the subdivision or any part thereof or increase the rate of the insurance on the subdivision 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 subdivision 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.
8. Nuisances. No activity of an illegal or nuisance nature shall be permitted upon these premises at any time. Unlicensed or non-operational automobiles, trucks, abandoned machinery and building materials will not be permitted to be stored on the premises at any time unless such items are placed totally out of view in an approved structure.
9. Permitted Uses. No tract of land shall be used for any purpose other than single-family dwelling. Mining, business enterprises, commercial, industrial, church, school, or governmental use is specifically prohibited except that small home based businesses and craft operations may be deemed acceptable.
10. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction, or a sign advertising the tracts for sale by the initial developer.
11. Sewage and Solid Waste Disposal. All sewage facilities shall be constructed within the permitted dwelling and shall be connected to outside sewage disposal systems which must be permitted and conform to the standards established by the State of Wyoming. Solid waste shall not be visible from public or access roads, or adjoining lots. Solid waste shall be disposed of by the owner, and no part of the lot shall be used as a dumping grounds, landfill, or for the accumulation of solid waste. No hazardous or toxic waste may be disposed of on any lot.
12. Fences. Corrals of reasonable size for animals may be constructed, but no boundary fences. No fence shall be constructed as to interfere with easements required for access to any lot. New or like new material must be used in fence and cattleguard construction. No railroad ties shall be used in the construction of said fences. No barbwire shall be used in any fences.
13. Pets. Each residence shall be limited to two (2) dogs and five (5) cats on the premises. Dogs shall be confined or on leashes at all times. Pet owners are responsible to maintain the pets in a manner so as not to create a nuisance for other residents.
14. Trailers, Recreational Vehicles and All Terrain Vehicles. Trailers, recreational vehicles, and all terrain vehicles are to remain out of public view if kept on the premises. No company trailer can be permanently occupied on a regular basis.
15. 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 for a period longer than two (2) years. Temporary structures will be removed upon completion of construction. Mobile homes shall not be used as permanent residence at any time. This does not exclude manufactured homes of the quality approved by HUD and lending institutions for permanent residential housing.

16. 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.

17. Architectural Control Committee. The Declarants' approval or disapproval as required generally and specifically with reference to this section shall be in writing. The Declarants, or their designated representative, shall give approval or disapproval within thirty (30) days after receiving the documents with architectural designs and site plans that comply with requirements.

18. Variance. The Declarants 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.

19. Speed. Owners, leasees and invitees are to obey all posted speed limits within the platted area.

20. 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 twenty-five (25) feet.
2. All exterior surfaces are to be earth tone colors and of natural materials, specifically wood or stone. Plain plywood will not be acceptable as an exterior siding.
3. Minimum square footage of living area on any one level shall be 1,400 square feet.
4. Maximum square footage of a garage, barn, or storage building shall be 800 square feet and the same architectural requirements stated above must be followed.
5. No more than two (2) out buildings shall be allowed.
6. The Architectural Committee shall have the authority to grant variances to the above restrictions.

21. Enforcement. The Declarants, Home Owners 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 Declarants 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.

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

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

24. Binding Effect. The covenants and restrictions of this Declaration shall run with and bind the land for fifteen (15) years from date of execution of this document and shall be automatically renewed each succeeding year unless ninety percent (90%) of the lot ownership votes to amend these provisions.

25. Amendment. An amendment to these covenants may be made by ninety percent (90%) of the lot ownership together with the Declarants' written agreement.

ARTICLE II

**EVERY ACRES HOMEOWNERS
ASSOCIATION ORGANIZATION**

A. Administration and Management. An owner of a lot shall become a member of the Association upon conveyance to him of his lot 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 lot the right to examine the books, and records of the Association at any reasonable time.

B. 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.

C. 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 Declarants and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

(2) Class B. Class B membership shall extend to the Declarants and shall be entitled to three (3) votes for each lot 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.

D. Association Functions. The Association shall promote the recreation, health, safety, and welfare of the residents of the lots which may include, among other things, management, trash collection, road repairs and maintenance and other activities mutually approved for joint benefit of owners.

E. Architectural Control Committee. The Architectural Control Committee shall be the officers of the Association as elected by the membership from time to time.

F. Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the lots 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 take litigative action 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 III

COVENANT FOR MAINTENANCE ASSESSMENTS

A. Personal Obligation of Assessments. The Declarants, for each lot owned within the Properties, hereby covenant, and each Owner of any lot 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 annual assessments or charges.

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. 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 lots which may include, among other things, expenses for the following: management; trash collection, road repairs and maintenance, snow removal, and other activities mutually approved for joint benefit of owners.

D. 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 including the authorization of any assessments 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 of each class of membership 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 sixty (60) days following the preceding meeting.

E. Rate of Annual Assessments. The annual assessments as determined under the preceding paragraphs shall be uniform among all owners and shall be collected once a year on a regular basis.

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

G. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the filing of this Declaration. 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 lot 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 lot have been paid.

H. 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 or abandonment of his lot.

I. 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 lot 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 lot from liability for any assessments thereafter becoming due or from the lien thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, has hereunto set his hand and seal this 27th day of MARCH, 2002.

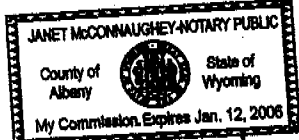
By: *Richard C. Avery*
Richard C. Avery

Cindy Avery
Cindy Avery

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing was acknowledged before me by the Declarants, Richard C. Avery and Cindy Avery, on this 27th day of MARCH, 2002.

Witness my hand and official seal.



Janet McConnaughey
Notary Public

My Commission Expires Jan 12, 2006

EXHIBIT A

All of Government Lots 1, 2, 7, and 8, W $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, Section 13, Township 15 North, Range 73 West, 6th P.M., Albany County, Wyoming, more particularly described as follows:

Beginning at the West $\frac{1}{4}$ corner, Section 13, Township 15 North, Range 73 West and proceeding
Thence North 00°09'35" West 2647.86 feet, to the Northwest corner of Section 13;
Thence North 89°52'25" East 2028.78 feet, along the Northerly line of the West $\frac{1}{2}$ Northwest $\frac{1}{4}$, Section 13, and along the Northerly line of Government Lot 8, Section 13;
Thence North 89°39'44" East 568.75 feet, along the Northerly line of Government Lot 1, to the North $\frac{1}{4}$ corner, Section 13;
Thence North 89°40'17" East 1327.18 feet, along the Northerly line of the West $\frac{1}{2}$ Northeast $\frac{1}{4}$, Section 13;
Thence South 00°26'23" East 2665.96 feet, along the Easterly line of the West $\frac{1}{2}$ Northeast $\frac{1}{4}$, to the Southeast corner of the West $\frac{1}{2}$ Northeast $\frac{1}{4}$;
Thence South 89°43'35" West 1323.72 feet, to the center $\frac{1}{4}$ corner, Section 13;
Thence South 89°43'35" West 598.12 feet, along the Southerly line of Government Lot 2;
Thence North 89°39'56" West 2015.98 feet, more or less, along the Southerly line of Government Lot 7 and along the Southerly line of the West $\frac{1}{2}$ Northwest $\frac{1}{4}$, Section 13, to the point of beginning.

Said tract contains 240.09 acres, more or less.