

STATE OF WYOMING)
)
COUNTY OF ALBANY)

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR SOMBER HILL SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by Dennis Hutson, President of Forest Products, Inc., hereinafter referred to as "Declarant", and is to burden the lands identified specifically in Exhibit "A" attached hereto, the plat recorded January 4, 2000, Doc. No. 200063.

ARTICLE I.

COVENANTS

A. 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 Declarant or authorized representative 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 Declarant and against such Tract and such amount shall be due and payable within 30 days after the owner is billed therefor.

B. Property Use. Roadways within the subdivision are private roadways for the use of the individual Owners with the following exception. The Declarant, and its successor and assign, 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. Declarant reserves 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 Declarant 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.

C. 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 of 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 Somber Hill Estates Bylaws ("Bylaws") or the reasonable rules and regulations of the Somber Hill Homeowners Association ("Association") or any applicable protective restrictions and covenants.

D. 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.

E. 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.

F. 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.

G. Livestock and Poultry. No livestock or poultry shall be allowed on the premises.

H. Pets. Each residence shall be limited to two (2) dogs and three (3) 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. Existing residents are grandfathered as to existing numbers but shall not replace excess number.

I. Garbage and Refuse Disposal. Trash, garbage and/or other waste shall not be kept except in concealed sanitary containers, prior to removal to a properly designated area for the disposal thereof.

J. 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.

K. 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 temporary or permanent residences at any time, except any existing mobile homes presently used for full time residential purposes.

L. 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.

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

N. Variance. The Declarant 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.

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

P. Firearms. Firearms shall not be discharged within the platted area. No target practice shall be permitted.

Q. Fireworks. Fireworks shall not be used within the platted area.

R. Outdoor Fires. Any outdoor fire must be in an approved location and be in an approved fire pit with adult supervision and responsibility. No fires shall be allowed during periods in which the Forest Service or Albany County have fire restrictions in effect.

S. 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 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 1,000 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.

T. 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. The site chosen for the improvements shall be approved by the Architectural Control Committee before any construction work takes place.

U. Enforcement. The Declarant, 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 Declarant 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.

V. 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.

W. Revocation. The Declaration shall not be completely revoked unless the Declarant and all of the Owners and all of the Mortgagees unanimously consent and agree to such revocation of this Declaration.

X. 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.

Y. Conflicts. In the event there shall be any conflict between the provisions of this Declaration and any Zoning laws of Albany County, the more restrictive of the two shall be deemed controlling.

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

ARTICLE II

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 Declarant 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 Declarant 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 Somber Hill Estates, Corporation, including all directors, as elected by the membership from time to time in accord with the Articles of Incorporation and the By-Laws of the Association, or a sub-committee thereof as may be authorized or established by the By-Laws.

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 legal 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 twenty-one (21) days prior to the annual meeting or seven (7) days prior to a special meeting.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

A. Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, 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 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 has 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 Declarant herein, has hereunto set his hand and seal this 04th day of ~~December, 1999~~ JANUARY, 2000.

By: Dennis Hutson
Dennis Hutson, Declarant

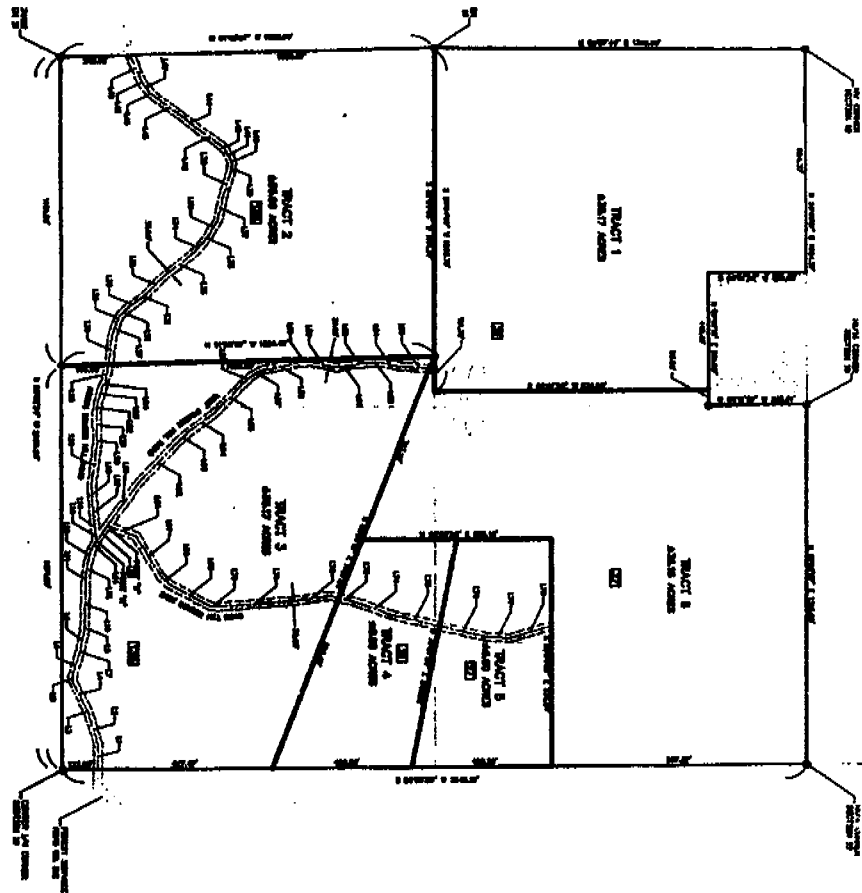
STATE OF WYOMING
COUNTY OF ALBANY) ss.

The foregoing was acknowledged before me by the Declarant, Dennis Hutson on this 04th day of ~~December, 1999~~ JANUARY, 2000.

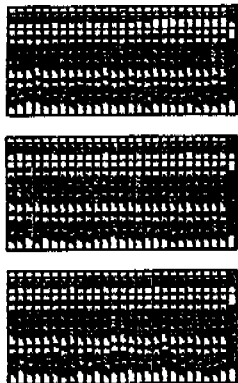
Witness my hand and official seal.

Janet McConaughy
Notary Public

My Commission Expires:



1/4 SECTION 18, TOWNSHIP 13 NORTH, RANGE 78 WEST,
 5TH P.M.,
 ALBANY COUNTY, WYOMING



This plat is subject to the following conditions: The plat is subject to the provisions of the Wyoming Subdivision Act, Chapter 10, Title 24, Wyoming Statutes, and the provisions of the Wyoming Subdivision Act, Chapter 10, Title 24, Wyoming Statutes, and the provisions of the Wyoming Subdivision Act, Chapter 10, Title 24, Wyoming Statutes.

SOMBER HILL
 TRACTS OF LAND IN
 GOVERNMENT LOTS 1 AND 2, AND THE
 E1/4, S1/4, SECTION 18,
 TOWNSHIP 13 NORTH, RANGE 78 WEST,
 5TH P.M.,
 ALBANY COUNTY, WYOMING
 PREPARED BY:
COOPER & ASSOCIATES, L.L.C.



COUNTY OF ALBANY
 COUNTY CLERK
 JACKIE R. GONZALES
 100 N. 10TH ST., SUITE 100
 ALBANY, WY 81701
 PHONE: (307) 241-1111
 FAX: (307) 241-1112
 E-MAIL: JACKIE@ALBANYCOUNTY.WY.GOV

DISCLAIMER OF INTEREST IN SUBDIVISION

Dennis Hutson, President of Forest Products, Inc., identified as "Declarant" in a certain Declaration of Covenants, Conditions and Restrictions for Somber Hill Subdivision (the "Covenants") which were filed with the Albany County Clerk and Recorder of Deeds on January 10, 2000 as Document No. 2000-143, states and affirms as follows:

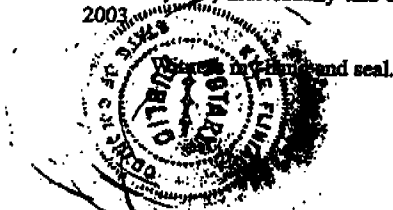
1. The final tract of Somber Hill Subdivision was purchased from Declarant on or about ~~October 22, 2002.~~
2. Effective as of the date of the purchase of the final tract in Somber Hill Subdivision, Declarant Forest Products, Inc. is no longer a part of the Subdivision and has no legal interest in the property.
3. The owners of tracts in Somber Hill Subdivision were notified of the fact that Declarant no longer claims to be a part of the Subdivision and has no legal interest in the property by means of a letter dated February 7, 2003 and placed in the United States Mail addressed to each tract owner.
4. Effective with the notice by Declarant to tract owners that Declarant no longer is a part of the Subdivision and has no legal interest in the property, all references in the Covenants to Declarant should be interpreted as references to the Association formed for administration and management of Somber Hill Subdivision being Somber Hill Estates, a Wyoming-nonprofit corporation, organized with the Wyoming Secretary of State on January 3, 2000, CID No. 200000400031. Forest Products, Inc., as Declarant, disclaims any legal interest in or responsibility for the administration and management of Somber Hill Subdivision.

DATED this Sept day of 09, 2003.

By: Dennis Hutson
Dennis Hutson, on behalf of Forest Products, Inc.,
Declarant

STATE OF Colorado)
) SS
COUNTY OF JACKSON)

The foregoing was acknowledged before me by Declarant Dennis Hutson on behalf of Forest Products, Inc., individually and as President of the corporation, this 30 day of SEPTEMBER, 2003.



Notary Public

My Commission Expires: 11/23/2004