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**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
PINNACLE HEIGHTS
TO BE KNOWN AS LOTS 1 THROUGH 6, PINNACLE HEIGHTS**

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

**DAS PROPERTIES a Wyoming Partnership
AMIR SANCHER, DEE ROZIER, and STEVEN ROZIER**

TO THE PUBLIC

THIS DECLARATION, made on the date hereinafter set forth by DAS PROPERTIES, a Wyoming Partnership, herein referred to as "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT is the owner of certain property in Campbell County, State of Wyoming, which is more particularly described upon the plat map as the same that is filed for record with the County Clerk and Recorder in Campbell County in connection with the Subdivision designated by Campbell County as "Pinnacle Heights" situated in Campbell County, Wyoming as the same described in Exhibit "A" attached.

AND WHEREAS, in order to establish a general plan for the improvements and development of the Properties, Declarant desires to subject the Properties to certain conditions, covenants, and restrictions, upon and subject to which all of the properties shall be held, improved and conveyed.

AND WHEREAS, DECLARANT will convey the said properties, subjective to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW THEREFORE, DECLARANT hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof,

their heirs, successors, and assigns, shall insure the benefit of each Owner thereof, and which are intended not to be merely personal.

ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to the PINNACLE HEIGHTS HOMEOWNERS ASSOCIATION its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Properties" shall mean and refer to that certain hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the association.

Section 4: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of any streets therein.

Section 5: "DECLARANT" shall mean and refer to DAS Properties, their successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the DECLARANT for the purpose of development.

Section 6: "Member" shall mean and refer to every person who holds a membership in the Association.

Section 7: "Covenants" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this DECLARATION.

Section 8: "Board of Directors" or "Board" used herein, shall mean and refer to the duly elected or appointed members of the Pinnacle Heights Homeowners Association.

ARTICLE II

NATURE AND PURPOSE OF COVENANTS

The Covenants set forth and described in the DECLARATION constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability and

attractiveness of the lots for the benefit of all Owners and lots. These covenants are imposed upon DECLARANT and upon the Owners of all lots. The covenants are for the benefits of all lots, and shall bind the Owners of all such lots. Such covenants shall be a burden upon and a benefit to not only the original Owner of each Lot, but also any successors and/or assigns of the original Owner of each Lot. All such covenants are intended as and are hereby declared to be covenants running with the land or an equitable servitude upon the land, as the case may be.

ARTICLE III

CONSTRUCTION

Section 1. ARCHITECTURAL CONTROL COMMITTEE: There shall be a standing Architectural Control Committee for the Association consisting of five (5) members appointed by the Board of Directors. Three appointments shall be for a three (3) year term and two appointments shall be for a two (2) year term. The committee members will serve at the pleasure of the Board of Directors. Any member of the Board of Directors may be appointed to serve on the committee the same as any other member. Once appointed, a Board member's appointment shall not depend on continued membership on the Board of Directors. Any three (3) members of the committee may act as the Architectural Control Committee. Except for reimbursement of reasonable and necessary expenses incurred by or for a member of the committee, neither the members of the committee nor its designated representatives shall be entitled to any compensation of any kind for services performed pursuant to these covenants.

(a) **APPROVAL OF BUILDING PLANS REQUIRED:** No improvements of any kind, including but not limited to permanent buildings, fences, or enclosures, shall be erected, placed, or altered on any lot until construction plans and specifications and a plot plan showing the location

of the structure has been approved by the Architectural Control Committee.

(b) **FAILURE OF COMMITTEE TO ACT:** In the event the committee fails to act within forty-five (45) days after plans, specifications, and plot plans have been properly submitted, such plans will be considered to be approved and in compliance with these covenants.

(c) **CHANGES OF BUILDING PLANS:** Once plans are approved and all changes to approved plans must be subsequently approved by the Architectural Control Committee.

Section 2: RESIDENTIAL CONSTRUCTION: All residential construction shall be new, shall be built on site. The structure must be constructed on a permanent concrete foundation. All principal dwellings shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, and garage of 1,500 square feet except that where the said principal dwelling is a 1 ½ or 2 story dwelling, the minimum may be reduced to 900 square feet of ground floor area, provided that the total living area of the 1 ½ or 2 story dwelling is not less than 1,500 square feet of finished construction.

Section 3: FENCES: No fencing may be installed or erected without prior approval from the Architectural Control Committee. All fences must be constructed of materials typically designed and manufactured for use as residential fencing. Except for split-rail fencing, fences erected on the front of any lot and rearward on the sides of that lot back to a line even with the front exterior wall of the residence shall not exceed thirty-six inches (36") in height. Split rail and similar wooden fences may not exceed forty-eight inches (48") in height. Replacement of any existing non-conforming fence must be in accordance with these covenants. Seasonal snow fencing may be erected on a lot with the prior approval of the Architectural Control Committee.

Section 4: DRAINAGE: Each owner shall be responsible for insuring that water drainage is continuous in the portion of the lot which adjoins the roadways in front of the lots. Culverts must

be at least 18" in diameter.

Section 5: OUTBUILDINGS:

(a) No outbuilding shall have a sidewall height greater than twelve (12) feet as measured from undisturbed ground level immediately adjacent to the foundation to the point where the vertical wall meets the eave.

(b) All outbuildings larger than one hundred forty-four (144) square feet exterior ground area must be approved by the Architectural Control Committee and be designed and erected in accordance with ARTICLE IV, Section 1 below. Construction plans must be submitted to the Architectural Control Committee with drawings, pictures, if any, intended use or uses, type of siding, gutters, and roofing, all in sufficient detail to allow the Architectural Control Committee to determine that the proposed construction is in compliance with these covenants. Only new construction materials may be used in the construction of outbuildings. Except as County and city building and zoning codes may require, setbacks for all outbuildings shall be a minimum of 10 feet from any property line and five (5) feet from any easement. Once construction is approved under these covenants, the owner will be responsible for obtaining all required city or county building permits prior to the commencement of construction.

(c) Subject to the requirements of paragraph (d) below, only one (1) permanently constructed outbuilding greater than one hundred forty-four (144) square feet and one (1) outbuilding not exceeding one hundred forty-four (144) square feet outside dimension may be placed on any lot. The owner must reside on the lot at the time construction is begun.

(d) Regardless of size, all outbuildings must be constructed of new materials with siding and roof to match the appearance of the existing home as closely as possible.

Section 6: TIME LIMITS: All construction must be completed within 365 days after

construction is approved.

ARTICLE IV

USE OF RESIDENTIAL LOTS

Section 1: USE: Each lot within the Properties and Commercially Zoned lots, shall be constructed, improved, used and occupied in accordance with all zoning regulations, building codes and other applicable county and municipal ordinances and state laws in effect on the date that construction, improvements, use or occupation begins.

Section 2: GENERAL RESTRICTIONS:

- (a) All lots will be maintained to present a neat, uncluttered and orderly appearance.
- (b) A clothesline may be installed and used on any lot with an occupied residence. Only one clothesline may be placed on each lot. The location of the clothesline is to be behind the residence toward the rear of the lot.

(c) All lot owners throughout the summer shall maintain and control their lawns, trees, shrubbery and other vegetation on the lot to minimize fire hazards. In the event of an owner's failure to do so, the Board of Directors or its agent may notify the lot owner of the infraction and direct the owner to comply within ten (10) days of receipt of the notice. If an owner fails to comply within the time provided the board shall be authorized to arrange for commercial removal of the fire hazard. All costs incurred shall be chargeable to the lot owner and shall be a lien against the lot as provided in ARTICLE VI, Section 1 below.

Section 3: PETS AND OTHER ANIMALS: The term "usual and ordinary household pet" shall mean dogs and cats, as well as birds, gerbils, guinea pigs, and other small animals customarily kept in cages or tanks inside a residence. No more than two usual and ordinary household pets may be kept outside of a residence at any time. No other animals, livestock, swine, birds or poultry shall

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be brought within the Properties or be kept on any lot. No animals may be kept, bred, or maintained on any lot for any commercial purpose. All dogs must be under control at all times. All pets must be maintained and controlled so as to not create a nuisance or health hazard to any Owner or any other person. All Owners will be responsible for maintaining and keeping their pets in compliance with the animal control regulations of the City of Gillette, if applicable, Campbell County and the State of Wyoming.

Section 4: COMMERCIAL USE: No part of the residential Properties shall be used or caused to be used for any commercial use including manufacturing, warehousing, storage of merchandise, vending business, or such other non-residential purposes including but not limited to stores, shops, repair shops, storage or repair, garages, restaurants, and other non-residential activity.

Home based occupations such as Mary Kay, Avon, Tupperware, internet based businesses and other similar part time and full time occupations which do not offer products to, or solicit, walk-in customers and which do not otherwise impact nearby residences in terms of traffic flow, parking, and other congestion in the properties shall not be prohibited.

Section 5: SIGNS: Signs advertising commercial activity shall not be placed on any lot at any time. Other signs not exceeding 18" by 24" in size such as "For Sale" signs, name and address signs identifying the residents of the lot, and political campaign signs and posted in accordance with local laws and regulations may be placed on a lot. Political campaign signs shall be removed promptly after the election.

Section 6: OTHER STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently, except that a "Residential RV" as defined in Section 10 (c.) below may be used as guest accommodations on a residential lot for a period not to exceed

sixteen (16) days in any calendar year.

Section 7: DRILLING: No oil drilling, oil development, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot or within 500 feet below the surface of the Properties. No derrick or other structures designed for use in boring for oil and natural gas shall be erected, maintained or permitted upon any lot.

Section 8: TRASH COLLECTION:

(a) All rubbish, trash and garbage shall be regularly removed from each lot and shall not be allowed to accumulate. Each Owner shall be responsible for arranging for pickup and removal of garbage. Refuse containers and storage areas must be obscured from view from the street on which the residence is located. All garbage, refuse, and trash shall, to the extent possible, be placed in closed garbage bags of plastic or other suitable material to minimize the chance of it being blown out of or away from trash containers. All refuse containers placed at roadside for scheduled trash pickup shall be removed from the roadside within twenty-four (24) hours of trash pickup. Notwithstanding paragraph (d) below any containers remaining on the roadside after 24 hours may be removed and disposed of at the direction of the Board of Directors.

(b) Trash collection containers or "dumpsters" serving multi-family dwellings need not be obscured from view from the street; however, they shall not be placed on any street or right-of-way. They shall be lidded, kept in good condition and repair, and they shall be kept closed at all times so that contents are not visible.

(c) No inoperative, dismantled, or wrecked vehicles, or parts of vehicles, machinery, discarded materials, furniture, or other household fixtures or furnishings of any kind shall be kept on any lot unless contained in an enclosed building.

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(d) In the event of a violation of these provisions the Board of Directors or its agent may notify the Owner of the infraction and direct the owner to comply within ten (10) days of receipt of the notice. If an Owner fails to comply within the time provided, the board shall be authorized to arrange for commercial removal of the offending materials. All costs incurred shall be chargeable to the lot owner and shall be a lien against the lot as provided in ARTICLE VI, Section 1 below.

(e) No burning of trash, rubbish, or garbage will be permitted on any lot.

Section 9: OFFENSIVE ACTIVITY: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance in the neighborhood.

Section 10: VEHICLES AND TRAILERS:

(a) Passenger vehicles and trucks: Except as otherwise provided in these covenants, only licensed and registered passenger vehicles and trucks not larger than a one (1) ton pickup may be kept on any lot. All vehicles shall be parked in a driveway or parking area immediately adjacent to the residence.

(b) Other vehicles:

(i) Vehicles which are inoperable, are not licensed for use on public streets and highways and other vehicles and equipment inconsistent with single-family residential use shall not be kept on any lot for any purpose unless kept in an enclosed building and shielded from view.

(ii) Construction equipment, earth moving trucks or equipment, tractor-trailer units or any part thereof, and other heavy vehicles and machinery may not be kept on any lot.

Exceptions:

(1) Parking and use of commercial trucks and equipment is permitted on a lot when construction on the lot is actually in progress on that lot and requires the immediate use of

such vehicles.

(2) With the consent of the Board of Directors snow removal equipment may be kept on a lot during the winter months.

(c) Recreational vehicles:

The term "Recreational Vehicle" (RV) shall mean recreational vehicles such as motor homes, 5th wheel and conventional hitch camper travel trailers, pickup campers whether mounted or not, boats, motorcycles, snow machines, all terrain vehicles, and other offroad vehicles and water craft typically used for recreational purposes. A camper shell actually mounted on a pickup shall not be considered an RV. The term RV shall also include trailers intended to transport an RV, horse trailers not larger than four-horse capacity, and utility trailers whether or not used to transport RVs.

The term "Residential RV" shall mean a recreational vehicle any part of which is designed for use as living quarters.

All RV's placed on or in a single trailer will, together with the trailer, be considered a single RV.

(d) Recreational vehicles may be kept and maintained unenclosed on residential lots provided that:

- (1) There is an occupied residence on the lot upon which any RV is kept; and,
- (2) The RV unit is factory manufactured, in good repair, and if designed for use on public streets and highways, licensed and registered.
- (3) No more than three (3) RVs may be kept unenclosed on any lot, including lots with multi-family residences. No more than one RV on any lot may be a "Residential RV". All other RV's on any lot shall be kept in an enclosed structure.

(e) Other equipment and trailers: Regardless of the intended use, all trailers kept

outside on any lot must be originally designed and built for use as a trailer and be of a size consistent with single-family residential use. Except as otherwise provided in these covenants, no other trailer or other equipment shall be kept on any lot within the properties.

(f) Storage and screening: All trailers and RVs kept outside on any lot shall be kept in a neat and orderly manner so as to minimize the visual impact on the surrounding neighborhood and roads. If screening or partial screening by trees and shrubbery is impossible or impractical, RVs shall be kept as close as practicable to the side or rear of the residence. RVs may not be kept in front of any residence.

Section 11: INTERPRETATION, DISPUTES, TEMPORARY DEVIATION:

(a) The Board of Directors shall be the final authority on questions of interpretation of these covenants or disputes among members arising under these covenants.

(b) The Board of Directors shall have the authority to consider and allow, on a case-by-case basis, temporary deviations from these covenants concerning matters which were not or could not be anticipated at the time these covenants were adopted.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2: When more than one person holds an ownership 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 vote be cast with respect to any Lot. In the event a corporation is the owner of a lot, the corporation shall only be entitled to one vote per lot,

notwithstanding the number of stockholders in a corporation.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: CREATION OF LIEN: PERSONAL OBLIGATION: Each owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual, or more frequent if necessary for operating reasons, assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) the reasonable expenses incurred by the Association to remove trash, and overgrown grass, shrubbery, or any other vegetation which has been allowed to accumulate on any lot and become a fire hazard. The 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, cost, and reasonable attorney's fees, shall also be the personal obligation of the person(s) or entity who was the Owner of such property at the time when the assessment became due.

Section 2: PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents.

Section 3: ANNUAL ASSESSMENT: The annual assessment for all lots shall be the amount established as of the date these revised covenants are accepted. The Board of Directors may increase the annual assessment not more than ten percent (10%) above the assessment for the previous year without a vote of the membership. The annual assessment may be increased above

ten percent (10%) by a vote of two-thirds (2/3) of the members, who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only. Any such assessment must have the assent of at least two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: NOTICE AND QUORUM REQUIRED: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. At the first such meeting called, a quorum shall exist when the membership votes present, together with proxies of absent members entitled to vote, equals sixty percent (60%) of the total voting membership. If the required quorum is not present, subsequent meetings may be called subject to the same notice requirement. A quorum at a second or subsequent meeting shall exist when those members present, together with proxies of absent members entitled to vote, equals thirty percent (30%) of the total voting membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: RATE OF ASSESSMENT: Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7: DATES OF ANNUAL ASSESSMENTS, DUE DATES: 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. If there is a change in the assessment, a written notice of the change in the annual assessment shall be sent to every Owner subject thereto. The due dates

shall be established by the Board of Directors, and unless otherwise provided, the Association or its assigns shall collect each month from the owner of each Lot one-twelfth (1/12) of the annual assessment for such Lot. 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. Such certificates shall be conclusive evidence of payment of any assessment indicated on the certificate.

Section 8: EFFECT OF NONPAYMENT OF ASSESSMENT - REMEDIES:

(a) Delinquency: Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the Owner to pay a "Late Charge" in a sum to be determined by the Association, but not to exceed ten dollars (\$10.00) per each delinquent assessment, plus interest at the rate of ten percent (10%) per annum on such assessment.

(b) Creation of Lien: The amount of all delinquent regular and special assessments plus interest thereon and any expense reasonably incurred in collecting and/or enforcing such assessments, including costs and reasonable attorney's fees, shall be and become a lien upon the lot so assessed. The lien shall attach to the Lot as of the time the Association causes to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment Lien, which shall state:

1. The amount of the delinquent assessment and such related charges as may be authorized by this Declaration.
2. The name of the Owner of record or reputed Owner of the Lot.
3. A description the lot against which the lien has been assessed.

The notice shall be signed by two board members of the Association. The assessment lien

shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the Lot after the recordation of the Notice of Assessment Lien until the completion of the enforcement of the lien or the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith. No proceeding or action shall be instituted to foreclose the lien until notice of intention to proceed to foreclose the lien has been delivered by the Association to the Owner of the lot affected by the lien at least thirty (30) days prior to the commencement of any such action or proceeding. The assessment lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive but shall be in addition to any other rights or remedies which the Association may have by law or otherwise. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage and convey such lot upon its purchase.

(c) Curing of Default: Upon the timely curing of any default for which a notice of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of the lien. A curing shall occur upon payment by the defaulting Owner, an amount to be determined by the Association, which amount shall not exceed the amount of deficiency, accrued interest and all costs and attorney fees incurred relating to the filing and release of the lien.

(d) Cumulative Remedies: The assessment lien and the right to judicial foreclosure thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 9: INSURANCE ASSESSMENTS: The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain property, liability and such other insurance as is

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deemed necessary for the buildings and improvements subject to the jurisdiction of the Association. The insurance shall be in an amount sufficient to cover the full replacement cost of any repair or construction work in the event of damage or destruction from any insured hazard. Premiums for all such insurance shall be paid by the Board of Directors for the Homeowner's Association from funds collected through the annual assessment.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good a condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building, buildings, or other improvements.

ARTICLE VII

CAMPBELL COUNTY COMMISSIONERS

Pursuant to the Subdivision Regulation of Campbell County, Wyoming, in the event the Association shall fail to maintain the common facility in a reasonable order and condition in accordance with the original plan submitted with the final subdivision plat, the Board of County

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Commissioners shall serve written notice upon such organization or upon residents involved, setting forth the manner in which the Association has failed to maintain the facility in a reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days thereof, which shall be held within fourteen (14) days of notice. At such hearing, the County may modify the terms of its original notice as to the deficiencies and may give an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modifications thereof are to be corrected within said thirty (30) days or any extension thereof, the County, in order to preserve the taxable values of the property contained within the subdivision, and to prevent the common facilities from becoming a public nuisance and public liability, may undertake to maintain the same for a period of one (1) year.

Before the expiration of said year, the County, upon its initiative or upon the written request of the Association therefore responsible for the maintenance of the common facility, call a public hearing upon notice to such Association and/or the residents shall show cause why such maintenance by the County shall not, at the election of the County, continue for a succeeding year. If the Board of County Commissioners shall determine that such Association is ready and able to maintain said common facility in a reasonable condition, the County shall cease to maintain said common facility at the end of said year.

The cost of such maintenance by the County shall be paid by the owners of the properties within the subdivision that have a right to enjoyment or use of the common facility involved and any unpaid assessments shall become a tax lien in the office of the County Clerk upon the property affected by such lien within the subdivision, and shall certify such unpaid assessments to the County Treasurer for collection, enforcement and remittance of general property taxes in the manner provided by law.

ARTICLE VIII
GENERAL PROVISIONS

Section 1: ENFORCEMENT:

(a) The Association, or any Owner, shall have the right to enforce, by any proceeding of law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter 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) Prior to filing a private legal action to enforce any provision of these covenants an owner shall first bring the matter to the attention of the Board of Directors and shall give the Board a reasonable opportunity to investigate and resolve the matter complained of by the owner.

Section 2: 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.

Section 3: AMENDMENT: The covenants and restrictions of the Declaration shall run with and bind the land from the date this amended Declaration is recorded. This Declaration may be amended by an instrument signed by not less than sixty-five percent (65%) of the Lot Owners. Any amendment to these covenants must be recorded in the real property records of Campbell County, Wyoming.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 8th day December of 2006.

DAS PROPERTIES, a Wyoming LLC
[Signature]
Amir Sancher

[Signature]
Dee Rozier

[Signature]
Steven Rozier

State of Wyoming)
)
County of Campbell)

The foregoing instrument was acknowledge before me this 8th day of December 2006 by Amir Sancher, Dee Rozier, and Steven Rozier.

[Signature]
Notary Public

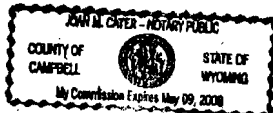
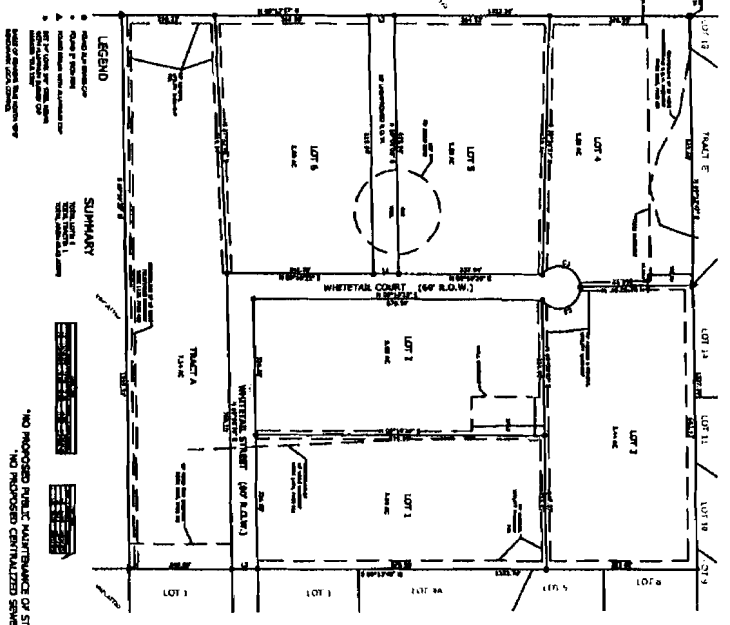


EXHIBIT "A"

SAVING'S CERTIFICATE
 This is to certify that the above described property is free and clear of all liens, mortgages, judgments, and other encumbrances, except as otherwise indicated hereon.

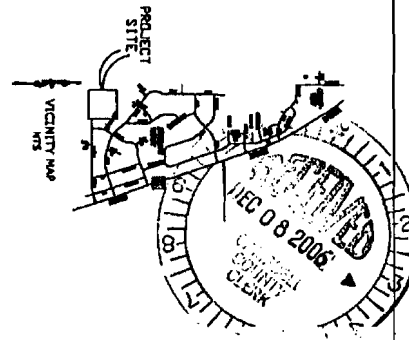
FINAL PLAT
 PINNACLE HEIGHTS
 A SUBDIVISION OF
 NW1/4 NW1/4 OF SECTION 24
 T49N, R72W
 CAMPBELL COUNTY, WYOMING



LEGEND
 1. Shaded Area
 2. Right of Way
 3. Easement
 4. Survey Boundary
 5. Survey Point
 6. Survey Line
 7. Survey Angle
 8. Survey Distance
 9. Survey Bearing
 10. Survey Station
 11. Survey Monument
 12. Survey Marker

NO PROPOSED PUBLIC MAINTENANCE OF STREETS OR ROADS
 NOR PROPOSED CENTRALIZED SEWER SYSTEM

DESCRIPTION
 This plat shows the subdivision of a portion of the NW1/4 NW1/4 of Section 24, T49N, R72W, Campbell County, Wyoming, into twelve (12) lots, as shown on the attached map. The total area of the subdivision is 1.25 acres, more or less. The lots are described as follows: Lot 1, 0.10 acre; Lot 2, 0.10 acre; Lot 3, 0.10 acre; Lot 4, 0.10 acre; Lot 5, 0.10 acre; Lot 6, 0.10 acre; Lot 7, 0.10 acre; Lot 8, 0.10 acre; Lot 9, 0.10 acre; Lot 10, 0.10 acre; Lot 11, 0.10 acre; Lot 12, 0.10 acre. The subdivision is subject to the provisions of the Wyoming Subdivision Map Act, Chapter 20-2-101 through 20-2-109, Wyoming Statutes.



FINAL PLAT
 PINNACLE HEIGHTS
 CAMPBELL COUNTY, WY
 PREPARED BY: [Name]
 DATE: [Date]

STATE OF WYOMING } ss.
 Campbell County
 Filed for record this 8th day of December, 2006 at 3:30 o'clock P M. and recorded in Book 2214
 of Photos on page 205-224 Fees \$ 65.00 882628
 County Clerk and Ex-Officio Register of Deeds
 RECORDED
 ABSTRACTED
 INDEXED
 CHECKED
 By Deputy [Signature]