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**DECLARATION AND ESTABLISHMENT OF  
PROTECTIVE COVENANTS AND RESTRICTIONS  
SILVER SPUR RANCH**

THIS DECLARATION AND ESTABLISHMENT OF PROTECTIVE COVENANTS, RESTRICTIONS, AND RESERVATIONS; DECLARATION OF PLANNING, DEVELOPING AND MAINTAINING REAL PROPERTY AND IMPROVEMENTS, MADE THIS 9th DAY OF AUGUST 2005, BY PACIFIC SINGLE FAMILY, LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS "DECLARANT."

**WITNESSETH:**

WHEREAS, Declarant is the owner of that certain real property situated in the City of Gillette, County of Campbell, State of Wyoming, described in the subdivision plat for the Silver Spur Ranch Subdivision (the "Subdivision") recorded July 14, 2005 in Book 8 of Plats, Page 55, Folder 25, Official Records, Campbell County; and

WHEREAS, Declarant intends hereby to make a covenant running with the land as to all lots and parcels within the Subdivision; and

WHEREAS, it is the desire and intention of Declarant to sell the property described in Article I hereof and to impose on it mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all the real property described in Article I hereof and the future owners of said real property;

NOW, THEREFORE, Declarant hereby declares that all of the property described in Article I hereof is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants and reservations, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said property, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property and every part thereof. All of the limitations, restrictions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the property described in Article I hereof or any part thereof, and shall inure to the benefit of all of the property described in Article I hereof and the future owners of said real property.

**ARTICLE I**

**PROPERTY SUBJECT TO THIS DECLARATION**

The property subject to this Declaration is known as the Silver Spur Ranch Subdivision, and is more particularly described as:

Lots 1-17 of Block 1, Lots 1-32 of Block 2 and Lots 1-22 of Block 3 of the Silver Spur Ranch Subdivision recorded July 14, 2005 in Book 8 of Plats, Page 55, Folder 25, Official Records, Campbell County

**ARTICLE II**

**DEFINITIONS**

1. "Lot" means one of the numbered parcels of real property on the map referred to in Article I herein.
2. "Said property" means the property described in Article I herein, or any portion thereof.
3. "Set-back" means the minimum distance between the residence or other structure referred to and a given street or line.
4. "Building limits" means the area defined by the set-back from the street and side lot lines and a building limit line across the rear of the lots.
5. "Street" means any street, highway or other thoroughfare shown on the map of said property, whether designated thereon as street, avenue, boulevard, place, drive, road, terrace, way, lane, circle, or otherwise.
6. "Maintenance District Easement" means the rear area of some of said lots, certain side lot easements, islands and other areas to be deeded to or reserved by plat to the City of Gillette or other utility or service

providers by Declarant for maintenance purposes as set forth on the recorded plat map for the Silver Spur Ranch Subdivision.

7. "Building site" means a single lot as shown on the map of said property or a parcel consisting of contiguous portions of any two or more contiguous lots, or all of one lot and parts of one or more lots adjacent thereto, unless the context and circumstances otherwise require; any such building site, however, is subject to the prior written approval of the Architectural and Planning Board.

#### ARTICLE III BASIC RESTRICTIONS

A. USE OF PROPERTY. No building shall be erected, constructed, altered, or maintained on any of said lots other than a residence for a single family (including guests and household servants) with customary and suitable outbuilding as permitted by law and the Architectural and Planning Board, hereinafter sometimes called the Board. However, nothing herein shall or shall be construed to restrict such improvements on common lots or areas within the Subdivision as shall be deemed appropriate by Declarant or, after 100% of the lots have been sold by Declarant, the Board.

B. LOCATION OF STRUCTURES. Construction of any and every nature shall be confined to and take place only within the building limits of each building site. The location and design of swimming pools, covered gazebos, and other outbuildings or structures, as well as the main structures upon each of the building sites must be approved in writing by Declarant or, after 100% of the lots have been sold by Declarant, the Board prior to any construction or preparation for construction thereon.

C. RESUBDIVISION OF LOTS. None of the above described lots shall be resubdivided or split into lots of a lesser size than the size of the original lot without the written consent of Declarant first had and obtained unless Declarant has sold 100% of the lots, in which case such resubdivision or split must be approved by the Board in writing.

D. CHANGING GRADES, SLOPES AND DRAINAGE. No change in the established grade or elevation of said lots, and no change in the established slope or ratio of the cuts and fills, which alters established drainage patterns, shall be permitted without the prior written consent of the Board and without the prior written approval of the County Building Department. For the purpose hereof, established drainage patterns are defined as the drainage patterns existing at the time the grading of said property was completed in conformity with the grading plan heretofore approved by the City of Gillette.

Declarant hereby reserves the right to make any and all cuts and fills on said property and on the building sites included therein, and to do such grading as in its judgment may be necessary to grade streets and lots designated or delineated upon said Map of said property or any part thereof.

Each of the owners of the lots covenants to permit free access by Declarant and owners of adjacent lots to slopes or drainageways located on his property when such access is required for the maintenance or permanent stabilization of said slopes, or maintenance of the drainage facilities or for the protection and use of property other than the lot on which the slope or drainageway is located.

E. WELLS, DERRICKS AND MINES. No wells for the production of, or from which there is produced, water, oil or gas shall be operated upon any lot; nor shall any machinery, appliance or structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business. No mining or quarrying operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. Declarant hereby reserves all crude oil, petroleum, gas, brea, asphaltum and all kindred substances and other minerals under and in said land, and all surface entry rights.

F. NUISANCE AND NON-CONFORMITY. No noxious or offensive trade or activity shall be carried on upon said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners or occupants of said property, including but not limited to the storage of any materials which might create an insect pest control problem, or the ill-maintenance of any plant or landscape materials.

I. Livestock and Pets. No farm animals, livestock or poultry of any kind shall be raised, bred or kept on said real property. Dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes or in unreasonable quantities (up to two dogs and three cats shall be presumed to be reasonable as to number), and provided that they do not become a nuisance to the owners or occupants of said property (which shall include, without limitation, excessive or late barking, howling or other noise; menacing or injury of people, pets or wildlife; roaming off of the lot owner's property off of a leash; creating smells that emanate beyond the borders of the owner's lot). Pets

must be kept within lot areas or on leash or tether when out of lot areas. Pet droppings shall not be allowed to remain or accumulate on any lot for any unreasonably long period of time and, in no instance, for longer than one week and pet droppings deposited off the owner's lot shall be removed and property disposed of immediately.

2. Temporary Structures. No tents, shacks, trailers, basement (used alone without a home over), garage or outbuildings shall at any time be used on any lot as a residence, either temporarily or permanently; nor shall any residence of a temporary character be constructed, placed or erected on any lot.

3. Signs. No signs of any kind, or other advertising device of any character, for any purpose or use whatsoever, shall be erected, posted, pasted, painted, displayed or maintained on said property, except that (a) on any one lot or building site one sign, not larger than eighteen (18) by twenty-four (24) inches, advertising the property for sale or lease, may be erected and maintained; (b) Declarant or its agents may erect and maintain on said property such signs and other advertising devices as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision or sale of said property.

4. Poles, Masts and Antennas. No poles, masts or antennas of any type, size or height shall be constructed on any lot, or on or above the roof of any dwelling or structure without the prior written approval of Declarant or, after 100% of the lots have been sold by Declarant, the Board.

5. Upkeep of Real Property. Each lot owner covenants to keep, maintain, water, plant and replant all areas, slopes, banks, rights of way, and set-back areas located on his lot (specifically including easement areas on such lot owner's lot) so as to prevent erosion and to present an attractive, clean, slightly and wholesome appearance at all times. No weeds shall be allowed to reach over 18 inches in height or to go to seed.

6. Vending of Liquor or Beverages or Intoxicants. No liquor or alcoholic beverages or illegal drugs of any kind shall be sold on said property.

7. Storage of Materials, Junk, Trash and Manure. The storage of or accumulation of junk, trash, manure, toxic substances and other offensive or noxious materials is specifically prohibited.

8. Storage of Cars, Trailers, Campers, Boats, Etc. No house trailer, living trailer, self-propelled vehicle, disabled motor vehicle, boat or boat trailer of any type shall be parked on any street, driveway or front lawn. Disabled motor vehicles shall not be parked or stored longer than forty-eight (48) hours outside of a garage or on any lot where visible from any street or other lot. No painting, repairing or mechanical work, other than customary maintenance work and minor emergency repairs, shall be done on any lot or on any street except in enclosed areas approved by the Board in writing, which areas shall be sufficiently screened from the street and adjacent lots to eliminate any possibility of a nuisance being created by storage of such items or activities involving such items.

9. All-Terrain and Recreational Vehicles. No all-terrain vehicle (including, without limitation, "ATVs", "quads" and "three wheelers"), dune buggies, motorcycles or other recreational vehicles powered by internal combustion engine(s) shall be used or ridden within the Subdivision or on any lot except on the roadways if such vehicles are legally licensed for operation on Wyoming's roadways or for legitimate maintenance purposes or as a handicap assistive device or vehicle (e.g., weed-spraying).

G. DILIGENCE IN CONSTRUCTION. Construction upon the primary residence to be erected on any lot shall be commenced within six months of the owner's purchase of the relevant lot. The work of constructing and erecting any building or structure shall be prosecuted diligently and continuously from the commencement thereof until the same is completed—in no instance shall construction of any one structure extend for longer than six months. All structures shall be suitably painted, colored or stained immediately upon construction as per plans and specifications. The construction schedule shall be submitted as a part of the plans and specifications and shall be subject to the approval of Declarant or, after 100% of the lots have been sold by Declarant, the Board.

H. EASEMENTS AND RIGHTS OF WAY. Said real property and the building sites included thereon are subject to such easements and rights of way for erecting, constructing, maintaining and operating public sewers, and poles, wires and conduits for lighting, heating, power, telephone, television and any other method of conducting and performing any public or quasi-public utility service or function beneath the surface of the ground, as such easements and rights of way are more particularly set forth on said map, or as may hereafter be located and utilized by Declarant.

There exists a 25' utility easement along the frontage of Warlow Avenue as shown on the Plat (and which extends along the front of four of the Lots) (the "Warlow Easement Area"). The Warlow Easement Area shall constitute a landscaping easement for the benefit of the subdivision as a whole. Declarant shall landscape and improve the Warlow Easement Area with such signs, plantings and other

improvements as Declarant deems desirable in Declarant's sole discretion. The owners of the four lots traversed by the Warlow Easement Area shall keep and maintain all landscaping and improvements in the Warlow Easement Area watered as appropriate and in good and presentable condition; free of weeds, dead plants and plantings and litter. However, nothing herein shall obligate the owners of said four lots to bear the cost of replacement of signs. Any changes or additions to landscaping, signs or other improvements shall be done only at the election and upon the approval of Declarant or the Board and the owners of the four lots shall not be responsible for more than their pro-rata share of any such improvements, as applicable.

#### ARTICLE IV

#### ARCHITECTURAL STANDARDS AND CONTROLS

##### A. ON SITE CONSTRUCTION

1. Set-backs. The front, rear and side yard set-backs shall conform to County and City requirements and the grading plan approved by the City relating to said property. Moreover, irrespective of such requirements, front yard set-backs shall be a minimum of 15 feet, side yard set-backs shall be a minimum of five feet along the entire side yard area and rear yard set-backs shall be a minimum of 15 feet.

2. Lot Coverage and Primary Residence Minimum Size. Not more than 50% of any lot shall be covered with structures or paving materials. Any residence constructed upon a lot shall have a minimum of 1000 square feet of living space (excluding garages and external storage areas) on the ground floor. No residence shall be approved or constructed without an attached garage.

3. Fences. All fences, including the location, style, material, color, height, and function thereof, shall be subject to the written approval of the Declarant or, after 100% of the lots have been sold by Declarant, the Board prior to installation thereof. The Board shall consider the topography of the land and the maintenance of views before granting such approval. No fences, rails, hedges, or any structure over 48 inches in height shall be placed or allowed to exist in front yard set-backs. The Declarant or, after 100% of the lots have been sold by Declarant, Board is specifically authorized to take into consideration whether there is sufficient landscaping to effectively screen any fence (such as chain-link fence) that is deemed less than aesthetically pleasing without such screening. Fences, walls, rails or hedges elsewhere on the lot shall be limited to 72 inches in height. The owner will maintain and keep in good condition and repair the fences located on his building site. If the owner fails or refuses to fully and faithfully comply with and conform to the provisions of this section, then Declarant (or, after Declarant has sold all lots, the Board) shall have the right to enter upon said lot or lots and perform such work as may be necessary to fulfill the requirements of this section, charging the cost thereof to the owner.

4. Landscaping. Within one hundred and eighty (180) days after the completion of any residence or the sale of such residence by Declarant, whichever shall last occur, permanent landscaping shall be installed around said residence in the front and side yard areas. Said landscaping shall be maintained in a neat and orderly condition at all times after installation so as to present a pleasing appearance to the owners and occupants of the building sites. Declarant or, after 100% of the lots have been sold by Declarant, the Board hereby reserves the right at all times, upon evidence, written or visual, of any unplanted (in an area required to be planted) or inadequately maintained vacant or improved building site, to enter in or upon said building site after reasonable notice to the owner, to plant, cut or replant, trim, cut back, remove, replace and/or maintain hedges, trees, shrubs, and flowers within set-back areas and/or to keep cultivated and/or remove plants on any portion of the lot, all at the expense of the owner. Declarant, or any officer, or agent thereof, or designee described in Article XI hereof, shall not thereby be deemed guilty of any manner of trespass.

##### B. BASIC STRUCTURAL REQUIREMENTS.

1. Type and Character of Design. The exterior building design of all buildings of any nature shall be compatible to the atmosphere of the subdivision and subject to approval by the Declarant or, after 100% of the lots have been sold by Declarant, the Board, in its sole discretion. Decisions of Declarant or the Board, as applicable, shall be final. No home shall have less than 1000 square feet of finished, living area on the ground level and all homes shall have an attached garage of sufficient size to accommodate parking of at least one car.

2. Colors. All exterior colors, textures and materials, including roofs, must be set forth in the plans and specifications and approved in writing by the Board prior to construction. Upon request of Declarant or, after 100% of the lots have been sold by Declarant, the Board, color samples shall be submitted with plans and specifications. Careful consideration of the adjacent and surrounding properties, as well as over-all community appearance will be the basis for approval or denial of such color schemes.

3. Consideration of Location. In considering and approving buildings, colors, fencing, landscaping, materials or any other relevant element; Declarant or, after 100% of the lots have been sold by Declarant, the Board is specifically authorized and encouraged to take into consideration the location of the given lot and improvement, the visibility of the improvement from the streets, other lots or the highway and the relative location of the lot in relation to the subdivision entrances, the common areas and park area and any other matters relating to location that are deemed relevant. Approval by Declarant or, after 100% of the lots have been sold by Declarant, the Board of a certain type of improvement (e.g., six foot chain-link fence, metal storage sheds, two-story structures) in a certain location shall not constitute or be construed in any way to constitute a precedence permitting other owners of other lots to be allowed to construct similar improvements (e.g., the Declarant or, after 100% of the lots have been sold by Declarant, Board may consider a metal storage shed appropriate in a central, shielded area but not consider it appropriate in an area visible from the entries, the street or the park area.

4. New Materials Only and New Structures Only. No second hand material shall be used in the construction of any buildings or structure without the prior written approval of the Board, and all buildings and fences which are of frame construction and not sided with a non-painted, approved siding, shall be painted or stained with at least two coats upon completion. No buildings of any kind shall be moved from any other place to any of said building sites, or from one building site to another without prior written permission from the Declarant or, after 100% of the lots have been sold by Declarant, the Board.

5. Painting. All exterior wood and manufactured surfaces with the exception of brick or vinyl siding shall be painted or stained.

#### ARTICLE V

##### ALTERATIONS, ADDITIONS, REMODELING, REDECORATION OF EXTERIOR PORTIONS OF STRUCTURE

No alterations in the exterior design or color of any structure, including additions, shall be made without the prior written approval of Declarant or, after 100% of the lots have been sold by Declarant, the Board. The materials used for any such approved alteration must harmonize and compliment the original building or buildings and must be approved by Declarant or, after 100% of the lots have been sold by Declarant, the Board in writing prior to such alteration. No approval is required to re-paint or re-stain any structure with the same color scheme as previously used and approved.

#### ARTICLE VI

##### ARCHITECTURAL AND PLANNING BOARD

A. PURPOSE AND FUNCTIONS. The purpose of the Architectural and Planning Board is to achieve and maintain the aesthetic goals of the Declarant and the aesthetic quality of the subdivision. The function of the Board is to enforce the restrictions herein by the review of plans and specifications submitted for approval, and by inspection of actual construction and progress to insure conformity with the plans and specifications as approved. It is not the intent of the Declarant to deprive the individual owner from having a home and lot of unique design, but to protect the community as a whole, and the individuals comprising the same, from undesirable construction. In this connection, in the case of hardship, or other good reason, exceptions to any of the restrictions contained in any portion of this Declaration may be made by the Board at any time after proper application therefor in writing.

B. BOARD MEMBERS, ORGANIZATION AND TERM. The Architectural and Planning Board shall consist of three persons to be appointed by Declarant. Such persons shall be subject to removal by Declarant at any time. Vacancies shall be filled by Declarant or if Declarant fails to act within ninety (90) days after such vacancy occurs, then, as to such vacancy, by the majority of the owners of the building sites other than Declarant's into which portions or all of the real property described in Article I have been subdivided for single family residential purposes at the time of said vacancy. Any written notice of appointment or removal duly executed by Declarant may be (but need not be) filed with the County Recorder of Campbell County and such recordation shall impart notice to all persons of the matters set forth therein. The term of each member of this Board unless earlier terminated as hereinabove stated shall be 3 years which can be extended for additional 3-year terms at the discretion and option of the Declarant. The Declarant may at any time relieve itself of the obligation of appointing and maintaining said Board by filing in the Recorder's Office of the County of Campbell, State of Wyoming, a notice stating that Declarant has surrendered the powers of appointment and maintenance of said Board, and upon the recording of such notice, even if not specified therein, said powers and obligations shall immediately vest in the majority of

the owners of the building sites into which portions or all of the real property described in Article I hereof have been subdivided for single family residential purposes at the time of said recording, or in a Maintenance Advisory Association if one has been formed by the owners of said building sites and is in existence.

C. ACTION BY BOARD. The three Board members shall work as a panel, first reviewing plans and specifications submitted as hereinafter stated individually, and then subsequently discussing said plans and specifications jointly. A written approval of two (2) members of the Board will constitute approval of said preliminary or final submittals as the case may be or if no notice of rejection is received after 30 days from the date of receipt of said submittals, such inaction shall be deemed to be approval. All decisions of the Board shall be final. The written approval or notice of rejection of the Board may be recorded in the Office of the County Recorder of Campbell County, and shall be conclusive evidence of such approval or rejection.

Final acceptance shall be in writing signed by two members of the Board, and it may be recorded in which case such recordation shall be conclusive evidence of such final acceptance. If no such final acceptance is given or recorded, or if no notice of non-compliance is recorded in the Office of the County Recorder of Campbell County by or on behalf of the Board within 60 days after receipt by the Board and Declarant of a copy of the duly recorded notice of completion of the construction, alteration or placement of any structure upon the building site, then such failure to give or record such acceptance or to file a notice of non-compliance shall be deemed conclusive evidence of final acceptance of the structure by said Board.

The actions or inactions of the Board or its agents, when said Board is exercising its discretion in enforcing this Declaration in good faith, shall not be a basis for damages to any owner herein or any other person, nor shall any such actions or inactions by Declarant or the Board or any member of the Board or their officers or agents, individually or collectively, constitute a cause of action for damages or equitable relief to any owner herein or any other person. Declarant, its successors, or assigns or the Board or any member of the Board, or their officers or agents, all acting singularly or together, shall not be responsible for any loss or damage, or be liable in any other way for any errors or defects, either latent or patent, in the plans and specifications submitted for approval, or any building or structure erected in accordance with such plans and specifications.

D. ARCHITECTURAL PERMIT.

[INTENTIONALLY OMITTED]

E. SUBMISSION OF PRELIMINARY PLANS. The owner of any lot upon which construction is contemplated may submit to the Board a set of preliminary working drawings or plans, which shall consist of: a plot plan, floor plan and elevation. Upon review, the Board may request additional drawings for clarification.

F. SUBMISSION OF FINAL PLANS AND SPECIFICATIONS. Upon approval of the preliminary plans, if any, or at initial submittal at the election of the lot owner, one set of final plans and specifications shall be submitted to the Board for final approval. Such plans and specifications shall describe in detail the floor plan arrangement, elevations, section structural solutions, use of material, heights and dimensions, site placement, fences, access, landscape and patio plans and any other pertinent data as may be required to fully illustrate the intended design, construction and use. Physical samples of the exterior materials and colors shall also be submitted for approval. Before giving any such final approval the Board may require that said plans and specifications comply with any such requirements that the Board may impose as to structural features, types of building materials used, or characteristics not otherwise expressly covered by the provisions herein. The approval by the Board shall not relieve the Owner from complying with any requirements of any public authority having jurisdiction and shall not constitute any representation or guarantee by the Board or any member of the Board or Declarant as to the structural sufficiency of any construction. Approval of the Board of any plans or specifications, shall not be deemed to be a waiver by the Board of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval for other building sites.

G. INSPECTION AND CONFORMITY TO PLANS. During and after completion of construction, Declarant or any agent or any member of the Board may, from time to time, at any reasonable hour or hours, with reasonable notice, enter into and inspect any property subject to this Declaration as to compliance with the approved submittals. Deviations shall be diligently guarded against, and all such deviations or non-conformities set forth in any notice of non-compliance issued by the Board shall be corrected prior to final acceptance as set forth below. Declarant, the Board or any agent or officer thereof,

acting in good faith, shall not be deemed guilty of, or become liable for any manner of trespass for such entry or inspection.

H. FINAL ACCEPTANCE. The owner of each building site agrees that he will not commence using the structure or structures on the building site until final acceptance from the Board has been obtained in writing.

I. ENFORCEMENT OF BOARD RULINGS. In the event of the failure of any owner of a building site to comply with any notice of non-compliance or directive or order from the Board, then in such event, the Board or Declarant shall have the right and authority, after reasonable notice, to perform the subject matter of such directive or order, and the cost of the performance thereof shall be charged to such owner and may be recovered by the Board or Declarant in an action at law against such owner.

In addition, this Declaration shall be deemed to vest the Board or Declarant with the right to bring a proceeding in equity to enforce the general and specific intent of this Declaration as follows: If written notice to the Board of steps to correct any non-compliance is not given within fifteen (15) days, or if the non-compliance is not thereafter cured within a reasonable time from the date notice of such non-compliance is given by the Board to the owner of the building site whose act or omission constitutes such non-compliance, the Board or Declarant may record such notice of non-compliance and thereafter file a proceeding in equity to restrain said non-compliance or attempted non-compliance.

#### ARTICLE VII

##### SCOPE AND DURATION

All the foregoing covenants and restrictions are imposed upon said property for the direct benefit thereof and of the owners thereof, as a part of a general plan of improvement, development, building, occupation, and maintenance; and shall run with the land and shall be binding upon all of the owners of said property and all persons claiming under them, and continue to be in full force and effect for a period of 25 years from the date that this Declaration is recorded. After said 25-year period, the covenants and restrictions shall be automatically extended for successive periods of 10 years each, unless an instrument, signed by three-fourths of the then owners of record of said property has been recorded, agreeing to amend this Declaration in whole or in part or to terminate said Declaration.

#### ARTICLE VIII

##### AMENDMENTS

These restrictions may be amended at any time, and from time to time, by an instrument in writing signed by three-fourths of the then owners of record of said property, which said written instrument shall become effective upon its recording in the Office of the County Recorder of Campbell County, State of Wyoming. However, until such time as Declarant has sold 100% of the lots and construction of the primary structure has been completed on 100% of the lots, no rights of Declarant set forth herein may be changed, modified or amended without the express, written consent of Declarant.

#### ARTICLE IX

##### INTERPRETATION OF RESTRICTIONS

All questions of interpretation or construction of any of the terms or restrictions herein shall be resolved by Declarant or, after 100% of the lots have been sold by Declarant, the Board and its decision shall be final, binding and conclusive upon all the parties affected.

#### ARTICLE X

##### BREACH

A. The covenants hereby established shall operate as covenants running with the land; and further Declarant and/or the owner of any of the lots, including any bona fide purchaser under contract, in the event of a breach of any said restrictions and covenants or a continuance of any such breach may by appropriate legal proceedings take steps to enjoin, abate or remedy the same. It is hereby agreed that damages are not an adequate remedy for such breach.

B. Every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable and may be exercised by Declarant, the Board, or the owner of any lot.

C. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

D. A breach of the covenants contained in this Declaration shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any building site; provided, however, that any subsequent owner of such property shall be bound by said covenants, whether such owner's title was acquired by foreclosure or in a trustee's sale or otherwise. A lender who acquired title by foreclosure or deed in lieu of foreclosure or trustee's sale shall not be obligated to cure any breach of the covenants which occurred prior to such acquisition of title but shall be bound by said covenants.

#### ARTICLE XI

##### RIGHT TO ENFORCE

The provisions contained in this Declaration shall inure to the benefit of and be enforceable by Declarant, its successors or assigns, or the owner of any lot, and each of their legal representatives, heirs, successors or assigns, and the failure to enforce any of such covenants or restrictions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter. In any legal proceeding commenced by anyone entitled to enforce or restrain a violation of this declaration, or any provision thereof, the losing party or parties shall pay the attorney's fees of the winning party or parties in such amount as may be fixed by the Court in such proceeding.

Any right reserved by Declarant herein is also hereby reserved to Declarant's successors or any entity designated by Declarant in writing including the Board or any Maintenance Advisory Association if one has been formed by the owners of the building sites into which portions or all of the real property described in Article I have been subdivided for single family residential purposes at the time of such designation and is in existence. Such designation may be recorded in the Office of the County Recorder of Campbell County.

#### ARTICLE XII

##### SEVERABILITY

In the event that any of the provisions of this Declaration are held to be invalid or unlawful by a final judgment of a Court of competent jurisdiction, such invalidity or illegality shall not affect the validity of any of the other provisions hereof.

#### ARTICLE XIII

##### PROTECTION FOR MORTGAGEES AND TITLE INSURANCE COMPANIES

The owner of any encumbrance for value on any said building site and any corporation insuring the lien of such encumbrance may conclusively presume that no breach exists under these restrictions, provided such encumbrance is recorded in the Office of the County Recorder of Campbell County prior to the commencement of any action to establish any such breach and not within sixty (60) days after the recording of any Notice of Non-Compliance, anything contained herein to the contrary notwithstanding.

For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on or interest in, any lot or parcel of said property, and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or non-performance of any of the acts in this Declaration authorized, permitted or to be approved by the Board, the records of the Board shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of acceptance by the Board showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved and that said improvements have been made in accordance therewith shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereon or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Board.

#### ARTICLE XIV

##### ANNEXATION OF ADDITIONAL PROPERTY

If at any time the owner of real property contiguous and/or adjacent, and/or within reasonable distance of the real property described in Article I shall agree to hold, sell and convey his property subject to restrictions, covenants, reservations, liens or charges set forth in a declaration of restrictions executed by said owner and approved in writing by Declarant, or any Maintenance Advisory Association if one has



been formed by the owners of the building sites into which portions or all of the real property described in Article I have been subdivided for single family residential purposes at the time of said declaration and is in existence, and thereafter recorded in the Office of the County Recorder of Campbell County, Declarant and said association shall then and thereafter have power to do and perform any and all of the acts, to fix, impose and collect charges, assessments and dues from said owner and his assigns, as and if so provided therein; and to grant said owner and his assigns membership as therein agreed to.

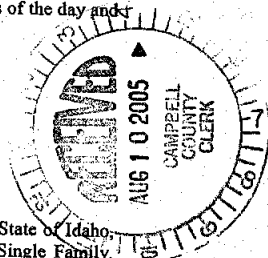
ARTICLE XV  
SINGULAR INCLUDES PLURAL

The singular shall include the plural, and the masculine the feminine whenever the context herein so requires.

IN WITNESS WHEREOF, Pacific Single Family, LLC, an Idaho limited liability company, has caused its entity name to be hereunto subscribed by its managing member thereunto duly authorized as of the day and year first hereinabove written.

PACIFIC SINGLE FAMILY, LLC,  
An Idaho limited liability company

By: [Signature]  
Caleb Roope, Managing Member



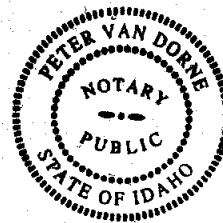
On AUGUST 9, 2005 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Caleb Roope known to me to be the Managing Member of Pacific Single Family, LLC, an Idaho limited liability company, the limited liability company that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the company therein named, and acknowledged to me that such company executed the within instrument pursuant to its operating agreement.

WITNESS my hand and official seal.

/s/ [Signature]

Notary Public in and for Canyon County and the State of Idaho

My Commission Expires 07/26/2011  
STATE OF IDAHO  
COUNTY OF CANYON



STATE OF WYOMING }  
Campbell County } ss.  
Filed for record this 10th day of August A.D., 2005 at 4:20 o'clock P M. and recorded in Book 2082  
of Photos on page 76-84 Fees \$ 32.00  
[Signature]  
County Clerk and Ex-Officio Register of Deeds  
RECORDED   
ABSTRACTED   
INDEXED   
CHECKED   
By Deputy [Signature] **855315**