

*DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR ROCKY RIDGE PROPERTIES
CONVERSE COUNTY, WYOMING*

DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS made this 10 day of April, 2006, by Don and Shirley Corbett, (collectively "Developer"), concerning the residential property owned by Developer, located in Converse County, Wyoming, (the "Property"), and known as "Rocky Ridge Properties".

RECITALS

A. Developer, whose address is 90 Ridgewater Road, Douglas, Wyoming 82633, is the owner and developer of the following real property located in Converse County, Wyoming:

A TRACT OF LAND LOCATED IN THE E1/2 OF SECTION
14, TOWNSHIP 32 NORTH, RANGE 72 WEST SIXTH
PRINCIPAL MERIDIAN, CONVERSE COUNTY, WYOMING.

All as more specifically described in the attached Exhibits "A" and "C", said property consisting of six (6) separate lots, and as the same has been or are hereafter laid out, platted, and designated within, Converse County, Wyoming, in accordance with a duly executed and recorded plat of same in the office of the Converse County Clerk.

B. The Developer is in the process of developing the above-mentioned real property as a residential community and contemplates dividing said property into six (6) individual, quality, single family residential lots.

C. The Developer intends for the entire property to constitute a unified rural residential community with access, use, and rights and obligations toward the ownership, operation, and maintenance of community facilities and road easements, and other amenities, and that such properties are also benefited and burdened by the same land-use restrictions and controls.

D. The Developer desires to provide for minimum building restrictions, management of community easements and roads and establish certain standards and charges covering the Property by means of protective covenants, assessments and liens to assure that the Property remains a pleasant and aesthetically pleasing area.

E. The Developer has or will cause to be organized a Homeowner's Association called: the **ROCKY RIDGE PROPERTIES HOMEOWNER'S ASSOCIATION**, which shall be referred to as the "Association" and which shall have an initial member the Developer, and a registered address of 90 Ridgewater Road, Douglas, Wyoming 82633, and the registered agent shall be Don Corbett.

F. The Association shall have the sole and full authority and obligation to construe and enforce the within covenants, conditions and restrictions under the laws of the State of Wyoming and full authority to levy assessments, establish liens, collect revenues and dues, sue to enforce and to take all legal and necessary actions for the benefit of all homeowners on the property.

G. The property homeowners shall constitute the members of the Association, with each member having one vote per lot owned.

H. No buildings or other structures shall be erected or allowed to remain on any tract or parcel of the Property that violates any of the covenants or restrictions contained herein.

DECLARATIONS

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, the Developer subjects and dedicates all of the above mentioned real property to the following covenants, charges, assessments, conditions, and restrictions subject to the limitations contained herein, all of which shall remain permanent and run with the land for the use and benefit of each and every lot on the property.

ARTICLE ONE:

ASSOCIATION MEMBERSHIP AND VOTING

Section 1. Membership. Every owner of a lot on the property is and shall be a member of the Association. The owner shall, unless otherwise determined according to the bylaws of the Association, be the assessed owner thereof as shown by the office of the Converse County Assessor.

Section 2. Voting. There shall be one vote for each lot and the voting procedures shall be established according to the bylaws of the Association. No lot shall be entitled to more than one vote, regardless of how title is held.

Section 3. Transfer. Except as otherwise expressly stated herein, any of the rights, interests or 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 obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights and/or obligations of any homeowners on the property as set forth herein.

Section 4. Rules and Regulations. The Association may make and adopt reasonable rules and regulations governing the use of lots on the property that shall be consistent with the rights and duties established herein, and consistent with the bylaws. The Association may suspend any homeowner's voting rights in the Association during any period or periods during which such homeowner fails to comply with such rules and regulations, or with any other obligation such homeowner is under pursuant to the terms herein, or the bylaws. The Association may also take litigative action against any homeowner to enforce compliance with such rules, regulations or bylaws, or other obligations, or to obtain damages for noncompliance. Such damages shall include payment of the Association's attorney's fees. The Association may, by proper vote, and pursuant to the terms herein, amend the rules, regulations and bylaws of the Association as it sees fit from time to time, and in

accordance with the procedures described herein and in the bylaws of the Association.

ARTICLE TWO:
BUILDINGS AND HOMES

Section 1: Homes. The following restrictions shall apply to all homes located on the property:

1. All homes shall have a foot print of not less than twenty-four x forty feet (24' x 40') and no less than nine hundred and sixty (960) square feet of living area.
2. There shall be only one (1) house per lot on the property. The Association shall make exceptions for temporary housing as described further herein below.
3. All fences must have installed gates over any existing ditches and ditch access roads to allow access by the LaPrele Irrigation District for appropriate and on-going maintenance and monitoring of the same.

Section 2. Outbuildings: Outbuildings must be of substantial construction and finished in such a way as to not detract from their surroundings or to create an eyesore.

Section 3. Fences: All perimeter and boundary fences shall be of a design, color and material aesthetically pleasing, and subject to rules as prescribed by the Association subject to the following:

- A. Perimeter fencing as it currently exists shall be maintained by the homeowner on whose lot the same exists. However, the Association may, at any time, and at the request of any homeowner shall, establish the design and material for such fencing and prescribe to the homeowner a reasonable amount of time to remove all non-compliant existing fences and install new compliant fencing.
- B. Interior lot perimeter fences shall be adequate for maintaining animals allowed on the Property. The design, material and time frames for installation shall be set by the Association. Fencing generally will be "fence in" in nature to prevent the escape and wandering of animals maintained on

lots. The Fences shall include gates as described in Article 2, Section I herein above.

- C. All fences shall be designed and constructed so as to be compatible with the neighborhood.

Section 4. Duties of the Board to Enforce: If a Property Owner observes or is made aware of deviations from or lack of compliance with the provisions of these declarations, the same shall report such deviations or lack of compliance to the Board of Directors of the Association for appropriate action. Upon receipt of a written report from a Property Owner describing a deviation or potential violation of these rules and regulations as described herein, the Association shall meet within ten (10) days of receipt of said notification for the purpose of making a determination of what, if any, action is appropriate.

ARTICLE THREE:
BUILDING AND LOT USE RESTRICTIONS

Section 1. Lot Size and Building Site: The Property shall consist of six (6) single-family residential lots for houses and shall be used solely for residential purposes, except as specifically described herein. There shall be no subdividing of any lots within the property. A "building site" shall consist of one lot, as shown on the face of the plat or any modifications or adjustments thereto, and as depicted in the attached Exhibits A and C respectively. In spite of the preceding, no lot shall be smaller than the lot size as originally platted and deeded, and no building or structure shall be erected, constructed, maintained or permitted on the Property except on a "building site."

Section 2. Single-Family Residences Only: No buildings shall be permitted in the Property except single-family residential buildings, with a square footage of no less than nine hundred and sixty (960) square feet and together with detached garage and/or such other accessory and outbuildings as may be permitted by local land use or ordinances and these declarations. Such

accessory and outbuildings shall not be used for or in connection with multi-family living, and each building site shall be used for no more than one family, together with attendants or domestic employees of that family.

Section 3. Commercial Enterprise: No commercial enterprise activity other than a home occupation use in conformance with Section 4 below may be conducted upon any lot within the Property.

Section 4. Home Occupations: Home occupations are permitted, however, nothing in this section shall be construed to relieve any person from compliance with any and all State and/or county zoning regulations applicable to home occupations. The homeowner shall be responsible to determine which governmental regulations govern his or her intended and actual home occupation use and shall be responsible for complying with those regulations.

In addition to, and notwithstanding anything in the State and/or County zoning regulations to the contrary, all home occupation uses within the Property shall be in compliance with the following restrictions:

- A. There shall be no offensive noises, vibrations, smoke, dust, odors, heat or glare consistently noticeable at or beyond the property line.
- B. There shall be only incidental sales of stocks, supplies or products to customers and/or clients on the premises, however catalogue, postal and/or telephone sales are permitted. Retail trade or any other business activity involving customer traffic on a non-incidental basis is prohibited.
- C. Employees working on the site of the home occupation shall only be bona fide and full-time residents of the home dwelling that is situated on the lot.
- D. Notwithstanding anything herein above to the contrary, the following business activities are expressly prohibited upon any lot within the Property.
 1. Body or mechanical repair to include any modification, assembly or painting of motor vehicles and repair of internal combustion engines or any business where any

of the following services are carried out: general repair, engine rebuilding or reconditioning, collision service such as body, frame and fender straightening, and oils lubricants, grease, tires, batteries and accessories. This exclusion is not designed nor intended to prevent lot owners from working on their own vehicle(s), including maintenance work, refurbishing, rebuilding, as long as such work and activity is within an enclosed garage or outbuilding that screens the sight and sound of such activity from adjoining landowners.

2. Any other home occupation that is determined to be noxious, offensive or annoying by a proper vote of the Board of Directors of the Association.

Section 5. Certain Residences Prohibited: No trailer, tent, tee-pee, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, on any building site. However, guest apartments or guest rooms above garages shall be permissible for temporary living only. An occupant staying in any quarters for over sixty (60) days in a calendar year, unless during a construction period as described in Section 6 below, the same shall constitute permanent living, and shall be deemed a violation of this section.

Section 6. Construction Time Frames: Any construction commenced on any house shall be substantially completed, including, but not limited to, all staining or painting, within eighteen (18) months from the date such construction is commenced, unless circumstances merit deviation from that time frame, as determined by the Board of Directors of the Association. During such construction, the resident shall be allowed eighteen (18) months of temporary living on the lot without being deemed in violation of these covenants.

Section 7. Control of Run-off: All lot owners shall provide and maintain proper facilities to control irrigation and storm water run-off onto

adjacent properties and to insure that sediments do not enter the natural drainage system.

Section 8. Compliance With Codes, Setbacks: All buildings and improvements shall be constructed in compliance with the pertinent zoning and building codes of the County of Converse, and any and all governmental entities that have jurisdiction thereof at the time of undertaking such buildings and improvements. No dwelling house, garage, or other accessory building or part thereof (excluding fences or similar structures) shall be placed nearer to the lot line than the minimum building setback lines.

Section 9. Height and Location Limitations: The height and location of any residence, garage, or accessory building shall be designed or located so as to assist in the reasonable preservation of views of other homeowners.

Section 10. Utility and Antenna Limitations: All lines or wires for telephone, power, cable television, natural or bottled gas, or otherwise, shall be placed underground shall be underground or in a conduit attached to a building. Each lot owner, however, shall be allowed one (1) above ground power supply pole for outbuildings and garages, but such pole shall be constructed within reasonable height restrictions, not exceeding twenty (2) feet, and shall be within thirty (30) feet of the main dwelling. No television or radio antenna or aerial shall be installed that has a height in excess of forty (40) feet above ground, or ten (10) feet above roof-line, whichever is less. No more than two (2) such antennas shall be permitted on any one lot. For the purpose of height restrictions, the ground level shall be determined by using the same ground level as is used for determining the maximum height restriction for houses to be constructed on the property under the then-prevailing zoning and building restrictions. Such ground level shall apply whether or not the antenna or aerial is located above the roofline of the residence.

Section 11. Nuisances Defined, Abatement: The Association, following reasonable notice, may abate any nuisance, and the homeowner

allowing or creating the nuisance shall pay all attendant costs and fees including the costs of enforcement, collection, court costs, attorney fees, or otherwise. All such costs and fees shall be collectable and accessible in the same manner as any general levy under these covenants and restrictions. Nuisances include any disturbance of other homeowners or occupiers of lands generally prohibited by law or violations of the terms of these declarations and the following requirements:

- A. No noxious, illegal, or offensive use of property shall be permitted on any lot, nor shall anything be done thereon that may be, or become, an annoyance or nuisance to the neighborhood. No grantee under any conveyance, nor purchaser, nor any occupant, shall at any time conduct or permit to be conducted on any residential lot any trade or business of any description, either commercial or noncommercial, religious or otherwise, including day schools, nurseries, or church schools, except as specifically provided for herein; nor shall such premises be used for any other purpose whatsoever except for the purpose of providing a private, single-family dwelling or residence. Domestic pets must be contained upon each owner's property; noxious weeds must be controlled by the homeowner; all water must be applied in such a way that it shall not constitute a nuisance or cause damage to other property.
- B. No trash, garbage, ashes, or other refuse, junk, vehicles in disrepair, underbrush, or other unsightly growths or objects, shall be maintained or allowed on any lot. No trash burning shall be allowed within the Property at any time. All fences and buildings shall be kept in a state of good repair. All residences, garages, and accessory buildings shall be painted or stained, from time to time, so as to maintain a reasonable state of repair.
- C. All vehicles on each lot shall be licensed and operational automobiles owned by and regularly used by an owner, family or guest. Any boat, boat trailer, house trailer, horse trailer, automobile, recreational vehicle, truck or other vehicle, or any part thereof not licensed or operational, shall be stored or placed in a garage or enclosed in a sight restrictive space, except for temporary storage for a period

not to exceed thirty (30) consecutive days in duration, with such temporary occurrences not to exist more than two (2) times in any one calendar year.

- D. No animals shall be raised, bred or kept by a homeowner on the Property for commercial purposes, nor shall any animals be allowed to over-graze, or cause a nuisance to other homeowners. The Homeowners Association shall be allowed to abate any animal nuisances. For all lots, no more than four (4) of the following types of animals may be kept on a lot at any one time:
- (1) Horses;
 - (2) cows, cattle, bulls;
 - (3) pigs;
 - (4) camels;
 - (5) any exotic animals (including, but not limited to, snakes, alligators, lizards, elk, mountain lions, etc);

For all other types of animals, there shall be no more than twenty (20) animals on a lot at any one time. With the consent of the Association on a showing that the same will not disturb other lot owners and the use/occupancy is consistent with the residential nature of the Property, a Property owner may be allowed more than four (4) animals from the above mentioned list, but in no event to exceed ten (10).

- E. No part of any property shall be used as a dumping ground for rubbish, trash, garbage, debris or other waste, except on a temporary basis. In the temporary event, any waste will be kept in a sanitary condition and shall be fully removed and hauled away to a legitimate dumping facility on at least a weekly basis.

Section 12. Water and Sewer, Generally. All water supplies and sewage disposal facilities and systems shall be provided by the homeowners, and must conform to the contemporary rules and regulations of the State of Wyoming and County of Converse. Additionally, all well construction undertaken by homeowners shall be done by reputable well drilling contractors and within guidelines described in the State Engineer's Office Rules and Regulations, Part III, Water Well Minimum Construction Standards. All well

construction shall be subject to the review of the Board of Directors of the Association, and shall comply with any rules and regulations of the Association and governing authorities, including applicable D.E.Q. requirements and the aforementioned rules and regulations of the State Engineer's Office, and may be monitored by the Association to assure appropriateness of its location, need, construction, accessibility, and the prevention of contamination to the water source.

Section 13. Sewage Disposal, Design. Sewage disposal facilities shall be constructed as a "Bed Type" shallow system in an effort to minimize the possibility of ground water or well contamination. All disposal facilities shall comply with State and County regulations, and the Board of Directors of the Association may make additional requirements or modifications from time to time as the regulations or needs require.

***ARTICLE FOUR:
RIGHTS OF WAY AND EASEMENTS***

Section 1. Rights of Way and Easements, Generally. Each lot within the Property shall possess and shall be burdened by the following rights and easements held, possessed and enforceable by all lot owners jointly and severally:

- A. Easements and rights of way as may be reasonably necessary for the installation, maintenance and repair of power, telephone, gas and other utility lines, which shall be buried. Provided, however, that no such easement or right of way shall hinder, damage or obstruct any building or structure existing or under construction; and provided that the use of such easement shall be conducted with due regard to the use of the surface, and any damage to the surface occasioned by the installation or repair of facilities on the easement shall be repaired to its original condition.
- B. Any easements of record at the time of recording these Covenants and Restrictions for this Property.

- C. Road Easement(s) with the following description:
See Attached Exhibit "B" attached hereto, and incorporated herein by reference.
- D. Utility Easement(s) with the following description:
See Attached Exhibit "B", attached hereto, and incorporated herein by reference.
- E. Declarant hereby reserves the right to allow the owner of Ridgewater 2, Block 1, Lot 6 a license for the use of the road easements described herein for access across the Ridgewater Road, and may reserve such easement by recording in the future. Declarant shall collect a \$100.00 annual assessment for this license, payable to the Association, commencing January 1, 2007.

Section 2. Control and Maintenance: The Association shall assume ownership of common improvements, roadways, irrigation systems and other common interests upon Developer's sale of the fourth (4th) lot in the Property. The Association, through its Board of Directors, or a committee established under its bylaws, shall be responsible for the administration and maintenance of all common areas, roadways (excluding driveways), improvements thereon, easements and irrigation systems within the Property described herein.

***ARTICLE FIVE:
GENERAL AND SPECIAL ASSESSMENTS FOR ASSOCIATION***

Section 1. Covenant to Pay Assessments: By acceptance of the deed or other instrument of conveyance for a lot within the Property, each lot owner shall be deemed to covenant and agree to pay the Association annual assessments and special assessments for capital improvements, their construction, maintenance and repair. Such assessments shall be fixed, established, and collected from time to time as provided in this Declaration. The annual and special assessments, together with such interest thereon and

costs of collection as provided below, shall be a continuing lien on the property affected. Such assessment shall also be a personal obligation of the owner of such property on the date when the assessment was due. However, such personal obligation shall not pass to successors in title to the affected property unless expressly assumed by such successors. As between and among co-owners of any lot, the obligation to pay shall be joint and several.

Section 2. Initial Amount of Annual Assessment. Commencing on the date of closing on the sale of each lot on the property, the first special assessment of \$250.00 shall be payable at closing, plus the annual assessment of \$100.00 to be paid at closing, pro-rated for that year. Each lot owner shall be assessed annually \$100.00 each year, to be effective January 15th of the year first following the year of closing, and paid on or before March 1st of that year. The annual assessment shall continue annually every year thereafter unless changed as hereinafter provided. The Developer is hereby excepted from the initial annual assessment, but shall be required to pay \$100.00 per lot owned as of August 1, 2006, and annually the same amount each year thereafter.

Section 3. Special Assessments. On vote of the members of the Association in the manner prescribed below, the Association may levy, in addition to annual assessments, a special assessment or assessments in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the cost of construction or reconstruction or expected repair or replacement of capital improvement or capital improvements on the common properties and/or roads in the Property, including fixtures and personal property related thereto.

Section 4. Notice of Assessment and Changes.

- A. It shall be the duty of the Association to notify all owners or contract purchasers of lots within the Property, whose addresses shall be deemed the same as that shown on the records of the Converse County Assessor unless the lot owner otherwise advises the Association in writing, of the assessment by sending written notice to each of such owner by January 30, of the assessment year, giving the amount of

the charge or assessment for the current year, when the same shall be due, and the amount due for each lot owned by each such owner. Delivery of notice shall be deemed complete upon mailing said notice to the mailing address as above determined. Failure of the Association to levy an assessment or charge for any one year shall not affect the right of the Association to issue assessments in future years. Failure to deliver or levy an assessment due to a lack of an address for the owner of any particular lot within the Property shall not discharge the obligation of any such owner from paying such assessment, and it shall be the obligation of any such owner to notify the Association of such owner's current address.

- B. Any special assessment or change in maximum annual assessment must be approved by the board of directors of the Association and have the assent of 66% (4 of the 6 lots) of a quorum of the homeowners attending a meeting called for that purpose. Written notice of such meeting called for such purpose shall be sent by first class mail to all members of the Association at least thirty (30) days in advance of the date of such meeting, setting forth the purpose of the meeting. In any event, no special assessment or change in the maximum annual assessment shall be made later than sixty (60) days prior to the first day of the year in which said assessment or change shall begin.

Section 5. Assessments are Liens, Collection:

- A. Any general or special assessment, levied as set forth in this declaration, shall become a lien on the affected real estate as soon as such assessment is due and payable as set forth above. In the event any homeowner fails to pay such assessments by the due date, the same shall accrue interest at fifteen percent (15%) per annum, from the due date until the whole thereof is paid.
- B. Any assessment not paid when due may be declared delinquent and the payment of both the principal and interest may be enforced as in the case of a laborer's lien on the affected real estate; a notice of such assessment may be filed with the Converse County Clerk; and venue shall be in a Converse County Court, State of Wyoming. It shall be the duty of the Board of Directors of the Association, as provided

below, to bring actions to enforce such liens before they expire. The Association, in its discretion, may file certificates of nonpayment of assessments with the County Clerk, County of Converse, State of Wyoming, whenever such assessments are deemed delinquent. For each certificate so filed or for any lien so filed, the Association shall be entitled to collect from the owner or owners of the property described in such certificate of lien a fee in the amount of One Hundred Dollars (\$100.00), which fee is declared to be lien on the affected real estate, and shall be collectible in the same manner as the original assessment provided for in this declaration.

- C. In the event legal proceedings are commenced to collect any such assessment, the non-paying homeowner(s) shall be obligated to pay all costs incurred, plus reasonable attorney fees, which costs and fees shall become a portion of the assessment and may be foreclosed on in the same manner as the assessment as provided above. If the charge is referred for collection to a licensed agency, the homeowner shall be responsible for all costs of collection up to and including the costs normally and customarily charged by collection agencies doing business in the area.

Section 6. Application of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment, and welfare of the residents of the Property and, in particular, for the improvement and maintenance of the property and roads. Without limiting the general nature of the foregoing statement of purpose, such assessments shall be applied by the Association to the payment of the costs of the following:

- A. Enforcement of any and all building and land-use restrictions that exist as of the date of this declaration or which may be lawfully imposed hereafter on or against any of the property.
- B. Maintenance of the community easements, amenities and improvements thereon as provided in this declaration.
- C. Payment of expenses to carry out the above, such as attorneys' fees, manager's fees, expenses of liability, fire,

and other insurance, bookkeeping and accounting expenses, and any and all other expenses that may from time to time be deemed necessary to carry out the intent of this declaration by the Association.

- D. Protection of property values in the Property by promoting pride in and enthusiasm for it; and to do all lawful things and tasks that the Association, in its discretion, may deem to be in the best interests of the Property and the owners of the lots in the Property.
- E. Abatement of nuisances to be assessed on an individual basis to the responsible owners.

ARTICLE SIX:
MISCELLANEOUS AND GENERAL PROVISIONS

Section 1. Membership in Association, Generally. Every lot owner who is subject to assessments shall be a member of the Association, and shall be subject to these declarations and the bylaws of the Association, and such rules and regulations as may be promulgated and adopted by the Association under such declarations and bylaws. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment. On transfer, conveyance, or sale by any homeowner of all his, her or its interest in any lot, such homeowner's membership in the Association shall thereupon cease and terminate. Each homeowner or lot purchaser, upon purchase of such lot, shall immediately notify the Association of such owner's name and address.

Section 2. Enforcement and Remedies. The declarations contained herein may be enforced by any legal or equitable owner(s) of a lot within the Property, or by the Association, through appropriate legal or equitable proceedings against those persons violating or attempting to violate any provision of these declarations. Such judicial proceedings shall be for the purpose of removing the violation, restraining future violations, to recover damages for any violations, or for such other and further relief as may be

available and appropriate. The party found to have violated any provision herein contained shall be responsible for the reasonable attorney fees incurred by the homeowner or Association in the proceedings either to enjoin a violation or for the recovery of damages, or both. The failure to enforce or cause the abatement of any violation of these declarations shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within these declarations.

Section 3. Initial Address of Association, Changes: The official address of the Association is 90 Ridgewater Road, Douglas, Wyoming 82633, County of Converse, State of Wyoming, and shall remain so until changed by the Association. Provided, however, in the event the Association fails to provide notice of the change of address, the Registered Agent as shown on the records of the Wyoming Secretary of State for such Association shall be an appropriate address.

Section 4. Power to Amend Declarations: At any time, by unanimous written consent of the owners of the lots in the Property, the Association may be given such additional powers as may be appropriate, or the same may otherwise modify or amend or repeal these Declarations in any manner. In such case the amendment, modification or repeal shall be executed and recorded in conformance with the manner and formality in which these original declarations have been executed and recorded.

Section 5. Interim Powers of Developer: Prior to the full organization of the Association contemplated by the terms of these Declarations, or the sale of four (4) lots within the property, Developer shall have the right, at his option, to perform the duties and assume the obligations, levy and collect the assessments and charges, and otherwise exercise the powers herein conferred on the Association in the same way and in the same manner as though all such powers and duties were herein given to the Developer directly.

Section 6. Applicable Laws Regulations, Etc. The Association shall, at all times, observe the laws, regulations, and ordinances of the County of Converse, State of Wyoming, and the United States of America, and if, at any time, any of the provisions of these Declarations shall be found to be in conflict therewith, then such parts of these Declarations as are in conflict with such laws, regulations, ordinances, and the like shall become null and void, but no part of these Declarations not in conflict therewith shall be affected thereby and shall remain in full force and effect.

Section 7. Association Rule Making Powers: Subject to the limitations as set forth in these declarations, the Association shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it to adequately and properly carry out the provisions of these declarations. The Association, through its Board of Directors, and by appropriate vote, may, from time to time, in its sole discretion, adopt, amend or repeal these declarations or any rules promulgated by the Association. A copy of the Association's rules, as they may from time to time be adopted, amended or repealed, certified by any member of the Board of Directors, shall be available to each lot owner requesting the same from any member of the Board of Directors, and shall have the same force and effect as if they were set forth in and were a part of these declarations. The Association may record the same, if deemed necessary.

Section 8. Covenants Run With Land: All of the provisions of these declarations shall be deemed to be covenants running with the land, and shall be binding on and inure to the benefit of the owners of the properties described above, their heirs, successors, and assigns; and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to conform and observe all of the terms and conditions contained in this Declaration.

Section 9. Severability: Invalidation of any of these covenants, conditions, and restrictions by court order or judgment shall in no way affect

Road and Utility Easements as shown on Exhibit "A"
The E1/2 of Section 14, T.32 N., R.72 W., Converse County, Wyoming.

ROAD EASEMENTS

The following is a centerline description for a road and utility easement across the E1/2 SE1/4 and the S1/2 NE1/4 of Section 14, T.32 N., R.72 W. of the 6th P.M., Converse County, Wyoming, said easement being 40 feet in width, 20 feet on each side of the following described centerline:

Starting at the Southeast Corner of Section 14, T.32 N., R.72 W. of the 6th P.M., said point is also the southwest corner of Lot 1, Block 2, Ridgewater Estates No. 2; thence N.00°24'40"E. along the west line of said Lot 1, Block 2, a distance of 188.68 feet to a point on the centerline and end of Converse County Road No. 64 - Ridgewater Road, as altered by Resolution No. 07-06, approved and adopted March 7, 2006, recorded in Book 1282, Page 201, in the Office of the Converse County Clerk, Registrar of Deeds, said point is also the point of beginning; thence S.55°06'58"W. a distance of 0.63 feet to a point on the east line of Section 14; thence continuing S.55°06'58"W. a distance of 24.48 feet; thence parallel with and 20 feet distant when measured at right angles to said east line of Section 14, N.00°15'13"E. a distance of 106.50 feet; thence N.00°13'07"W. a distance of 842.06 feet; thence N.25°18'42"W. a distance of 209.94 feet; thence N.14°58'20"W. a distance of 261.68 feet; thence N.03°37'22"E. a distance of 175.00 feet; thence N.19°31'12"W. a distance of 109.71 feet; thence N.35°28'30"W. a distance of 129.20 feet; thence N.24°00'37"W. a distance of 70.45 feet; thence N.04°51'04"W. a distance of 69.58 feet; thence N.15°35'28"E. a distance of 76.55 feet; thence N.33°45'29"E. a distance of 53.39 feet; thence N.42°29'30"E. a distance of 65.29 feet; thence N.21°39'26"E. a distance of 48.05 feet; thence N.03°57'23"W. a distance of 116.03 feet; thence N.15°22'50"E. a distance of 75.26 feet; thence N.32°02'52"E. a distance of 81.78 feet; thence N.41°02'49"E. a distance of 167.12 feet; thence N.19°21'23"E. a distance of 60.69 feet; thence N.00°00'35"E. a distance of 551.76 feet; thence N.36°40'05"W. a distance of 51.17 feet; thence N.80°30'29"W. a distance of 45.39 feet; thence S.89°03'29"W. a distance of 736.79 feet; thence N.85°52'18"W. a distance of 368.20 feet; thence N.87°46'46"W. a distance of 240.55 feet; thence N.83°51'38"W. a distance of 436.58 feet to the point of termination.

TOGETHER WITH

The following is a centerline description for a road and utility easement lying in the E1/2 SE1/4 and the NW1/4 SE1/4 of Section 14, T.32 N., R.72 W. of the 6th P.M., Converse County, Wyoming, said easement being 40 feet in width, 20 feet on each side of the following described centerline:

Starting at the Southeast Corner of Section 14, T.32 N., R.72 W. of the 6th P.M.; thence N.01°15'37"W. a distance of 973.95 feet to a point on the centerline of the above described road and utility easement, said point is also the point of beginning; thence N.36°42'45"W. a distance of 124.57 feet; thence N.74°14'34"W. a distance of 101.53 feet; thence N.85°03'35"W. a distance of 399.94 feet; thence N.78°41'08"W. a distance of 313.22 feet; thence N.69°50'07"W. a distance of 702.50 feet; thence N.64°51'15"W. a distance of 116.33 feet; thence N.69°15'41"W. a distance of 226.75 feet to the point of termination.

UTILITY EASEMENT

The following is a centerline description for a utility easement lying in the E1/2 SE1/4 and the NW1/4 SE1/4 of Section 14, T.32 N., R.72 W. of the 6th P.M., Converse County, Wyoming, said easement being 15 feet in width, 7.5 feet on each side of the following described centerline:

Starting at the Southeast Corner of Section 14, T.32 N., R.72 W. of the 6th P.M.; thence N.00°15'13"E. along the east line of said Section 14, a distance of 1111.60 feet to the point of beginning; thence N.85°03'35"W. a distance of 595.29 feet; thence N.78°41'08"W. a distance of 309.56 feet; thence N.69°50'07"W. a distance of 699.18 feet; thence N.64°51'15"W. a distance of 116.19 feet; thence N.69°15'41"W. a distance of 238.13 feet to the point of termination.

UTILITY EASEMENT

The following is a centerline description for a utility easement lying in the S1/2 NE1/4 of Section 14, T.32 N., R.72 W. of the 6th P.M., Converse County Wyoming, said easement being 15 feet in width, 7.5 feet on each side of the following described centerline:

Starting at the East 1/4 Corner of Section 14, T.32 N., R.72 W. of the 6th P.M.; thence N.00°19'46"E. along the east line of said Section 14, a distance of 708.96 feet to the point of beginning; thence S.89°03'29"W. a distance of 844.30 feet; thence N.85°52'18"W. a distance of 367.44 feet; thence N.87°46'46"W. a distance of 240.06 feet; thence N.83°51'38"W. a distance of 438.52 feet to the point of termination.

Tracts of land lying in the E1/2 of Section 14, T.32 N., R.72 W., Converse County, Wyoming.

DESCRIPTION-TRACT 1

A tract of land lying in the W1/2 NE1/4 of Section 14, T.32 N., R.72 W. of the 6th P.M., Converse County, Wyoming, as shown on Exhibit "A", more particularly described as follows:

Starting at the North 1/4 Corner of Section 14, T.32 N., R.72 W. of the 6th P.M., said point is also the point of beginning; thence N.87°02'34"E. along the north line of said Section 14, a distance of 936.64 feet; thence S.00°09'43"W. a distance of 1805.91 feet; thence S.88°51'23"W. a distance of 935.50 feet to a point on the north-south centerline of Section 14; thence N.00°09'43"E. along said north-south centerline of Section 14, a distance of 1776.26 feet back to the point of beginning.

Said tract of land containing 38.46 acres, more or less and being subject to the road and utility easements as shown on Exhibit "B" and any other reservations, easements and rights-of-way of record or as may otherwise exist.

DESCRIPTION-TRACT 2

A tract of land lying in the NE1/4 of Section 14, T.32 N., R.72 W. of the 6th P.M., Converse County, Wyoming, as shown on Exhibit "A", more particularly described as follows:

Starting at the North 1/4 Corner of Section 14, T.32 N., R.72 W. of the 6th P.M.; thence N.87°02'34"E. along the north line of said Section 14, a distance of 936.64 feet to the point of beginning; thence continuing N.87°02'34"E. along said north line of Section 14, a distance of 900.72 feet; thence S.00°09'43"W. a distance of 1924.55 feet; thence N.85°52'18"W. a distance of 226.38 feet; thence N.87°46'46"W. a distance of 240.90 feet; thence N.83°51'38"W. a distance of 435.17 feet; thence N.00°09'43"E. a distance of 1805.91 feet back to the point of beginning.

Said tract of land containing 38.61 acres, more or less and being subject to the road and utility easements as shown on Exhibit "B" and any other reservations, easements and rights-of-way of record or as may otherwise exist.

DESCRIPTION-TRACT 3

A tract of land lying in the E1/2 NE1/4 of Section 14, T.32 N., R.72 W. of the 6th P.M., Converse County, Wyoming, as shown on Exhibit "A", more particularly described as follows:

Starting at the Northeast Corner of Section 14, T.32 N., R.72 W. of the 6th P.M., said point is also the point of beginning; thence S.00°19'46"W. along the east line of said Section 14, a distance of 1972.24 feet; thence S.89°03'29"W. a distance of 845.34 feet; thence N.85°52'18"W. a distance of 142.37 feet; thence N.00°09'43"E. a distance of 1924.55 feet to a point on the north line of Section 14; thence N.87°02'34"E. along said north line of Section 14, a distance of 994.45 feet back to the point of beginning.

Said tract of land containing 44.41 acres, more or less and being subject to the road and utility easements as shown on Exhibit "B" and any other reservations, easements and rights-of-way of record or may otherwise exist.

DESCRIPTION-TRACT 4

A tract of land lying in the SW1/4 NE1/4 and the NW1/4 SE1/4 of Section 14, T.32 N., R.72 W. of the 6th P.M., Converse County, Wyoming, as shown on Exhibit "A", more particularly described as follows:

Starting at the Center of Section 14, T.32 N., R.72 W. of the 6th P.M., said point is also the point of beginning; thence N.00°09'43"E. along the north-south centerline of said Section 14, a distance of 862.56 feet; thence N.88°51'23"E. a distance of 935.50 feet; thence S.00°09'43"W. a distance of 1848.45 feet; thence N.68°49'13"W. a distance of 78.05 feet; thence S.85°00'15"W. a distance of 865.91 feet to a point on the north-south centerline of Section 14; thence N.00°09'43"E. along said north-south centerline of Section 14, a distance of 1014.43 feet back to the point of beginning.

Said tract of land containing 39.65 acres, more or less and being subject to the road and utility easements as shown on Exhibit "B" and any other reservations, easements and rights-of-way of record or as may otherwise exist.

Exhibit C-2

DESCRIPTION-TRACT 5

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A tract of land lying in the S1/2 NE1/4, N1/2 SE1/4 and the SE1/4 SE1/4 of Section 14, T.32 N., R.72 W. of the 6th P.M., Converse County, Wyoming, as shown on Exhibit "A", more particularly described as follows:

Starting at the Center of Section 14, T.32 N., R.72 W. of the 6th P.M.; thence N.00°09'43"E. along the north-south centerline of said Section 14, a distance of 862.56 feet; thence N.88°51'23"E. a distance of 935.50 feet to the point of beginning; thence S.83°51'38"E. a distance of 435.17 feet; thence S.87°46'46"E. a distance of 240.90 feet; thence S.85°52'18"E. a distance of 226.38 feet; thence S.00°09'43"W. a distance of 2124.38 feet; thence N.68°49'13"W. a distance of 963.49 feet; thence N.00°09'43"E. a distance of 1848.45 feet back to the point of beginning.

Said tract of land containing 40.91 acres, more or less and being subject to the road and utility easements as shown on Exhibit "B" and any other reservations, easements and rights-of-way of record or as may otherwise exist.

DESCRIPTION-TRACT 6

A tract of land lying in the SE1/4 NE1/4 and the E1/2 SE1/4 of Section 14, T.32 N., R.72 W. of the 6th P.M., Converse County, Wyoming, as shown on Exhibit "A", more particularly described as follows:

Starting at the East 1/4 Corner of Section 14, T.32 N., R.72 W. of the 6th P.M., said point is also the point of beginning; thence S.00°15'13"W. along the east line of said Section 14, a distance of 1621.39 feet; thence N.82°43'50"W. a distance of 875.81 feet; thence N.68°49'13"W. a distance of 121.70 feet; thence N.00°09'43"E. a distance of 2124.38 feet; thence S.85°52'18"E. a distance of 142.37 feet; thence N.89°03'29"E. a distance of 845.34 feet to a point on the east line of Section 14; thence S.00°19'46"W. along said east line of Section 14, a distance of 661.45 feet back to the point of beginning.

Said tract of land containing 49.99 acres, more or less and being subject to the road and utility easements as shown on Exhibit "B" and any other reservations, easements and rights-of-way of record or as may otherwise exist.

