DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BRIDGEFIELD TOWNHOMES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BRIDGEFIELD TOWNHOMES is made and entered into this ___ day of
September, 2002, by BRIDGEFIELD LLC, a Colorado Limited Liability
Company, duly authorized to transact business in the State of
Wyoming, hereinafter referred to as "Declarant."

RECITALS

A. Declarant is the owner of certain real property located
in the City of Cheyenne, County of Laramie, State of Wyoming,
legally described as Lots 1 through 4, Block One, and Lots 1
through 15, Block Two, Bridgefield Townhomes, a Replat of Lot 1,
Block 2 of Dry Creek Parkway (the "Property").

B. Declarant desires to create a Townhome Community (the
"Project") on the Property.

C. The name of the Project shall be BRIDGEFIELD TOWNHOMES.

ARTICLE 1. SUBMISSION OF PROPERTY

Declarant hereby publishes and declares that the Property
shall be held, sold, conveyed, transferred, leased, subleased and
occupied subject to the following easements, covenants,
conditions, and restrictions which are for the purpose of
protecting the value and desirability of the Property, and which
shall run with the Property and shall be binding upon and inure to
the benefit of all parties having any right, title, or interest in
the Property, or any portion thereof, their heirs, personal
representatives, successors, and assigns.

ARTICLE 2. DEFINITIONS

2.1 When used in this Declaration, unless the context
clearly indicates otherwise, capitalized terms not otherwise
defined in the Plat of the Property shall have the meanings
provided in the following sections of this Article:

2.1.1 "Allocated Interests" shall mean and refer to
the Common Expense Liability and votes in the Association.

2.1.2 "Approval" or "Consent" shall mean securing
the prior written approval or consent as required herein before
doing, making, or suffering that for which such approval or
consent is required.

2.1.3 "Architectural Control Committee" shall mean and refer to the committee established to review and approve plans for the construction of improvements on Lots as set forth in Article 13 of this Declaration.

2.1.4 "Assessments" shall mean and refer to all Common Expense Assessments, Special Assessments, Individual Assessments and Fines levied by the Executive Board pursuant to this Declaration, the Bylaws or the Rules and Regulations.

2.1.5 "Association" shall mean and refer to Bridgefield Townhomes Association, a Wyoming Non-Profit Corporation, its successors and assigns.

2.1.6 "Bylaws" shall mean and refer to any instruments, however denominated, which are adopted by the Association for the regulation and management of the Association, including amendments to those instruments.

2.1.7 "Common Expense Assessments" shall mean and refer to all Assessments made for Common Expenses.

2.1.8 "Common Expenses" shall mean and refer to expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves. These expenses for the operation of the Project:

(a) expenses declared to be Common Expenses by the Declaration;

(b) expenses agreed upon as Common Expenses by the Association;

(c) such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to any real or personal property hereafter acquired or held by the Association.

2.1.9 "Declarant" shall mean and refer to Bridgefield LLC, a Wyoming Limited Liability Company, or any other Person or group of Persons acting in concert who:

(a) As a part of a common promotional plan, offer to dispose of to a Purchaser such Declarant's interest in a Lot not previously disposed of to a Purchaser; or

(b) Reserve or succeed to any Special Declarant Right.

2.1.10 "Declaration" shall mean and refer to this Declaration, including any amendments hereto and also including, but not limited to, Plats of the Property recorded in the office
of the Clerk and Recorder of Laramie County, Wyoming.

2.1.11 "Director" shall mean and refer to a member of the Executive Board.

2.1.12 "Documents" shall mean and refer to this Declaration, the Plat as recorded and filed, the Articles of Incorporation, the Bylaws, and the Rules and Regulations as they may be amended from time to time, together with any exhibit, schedule or certificate accompanying such Documents.

2.1.13 "Dwelling Unit" shall mean and refer to a single family residential dwelling constructed on a Lot.

2.1.14 "Executive Board" shall mean and refer to the Executive Board designated in the Declaration to act on behalf of the Association.

2.1.15 "Fines" shall mean and refer to any monetary penalty imposed by the Executive Board against an Owner because of a violation of this Declaration, the Articles of Incorporation of the Association, its Bylaws or the Rules and Regulations by such Owner, a member of the Owner's family or tenant or guest of the Owner or a member of a family of a tenant of an Owner.

2.1.16 "Individual Assessments" shall mean and refer to any Assessment made against the Lot pursuant to the provisions of this Declaration, the Bylaws or the Rules and Regulations, other than a Common Expense Assessment or a Special Assessment.

2.1.17 "Lot" shall mean and refer to a physical portion of the Property which is designated for separate ownership or occupancy and the boundaries of which are described in or determined from the Declaration.

2.1.18 "Manager" shall mean and refer to a Person employed or engaged to perform management services for the Project and the Association.

2.1.19 "Member" shall mean and refer to every person or entity who holds membership in the Association.

2.1.20 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee or undivided fee interest in any Lot, as defined herein, which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

2.1.21 "Person" shall mean and refer to an individual, corporation, business trust, estate, limited liability company, limited partnership, general partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.
2.1.22 "Plat" shall mean and refer to the Plat of Bridgefield Townhomes, a Replat of Lot 1, Block 2 of Dry Creek Parkway, as it has been recorded and may be amended from time to time, in the records of the office of the Clerk and Recorder of Laramie County, Wyoming.

2.1.23 "Purchaser" shall mean and refer to a Person, other than a Declarant, who, by means of a transfer, acquires a legal or equitable interest in a Lot, other than:

(a) A leasehold interest in a Lot of less than forty (40) years, including renewal options, with the period of the leasehold interest, including renewal options, being measured from the date the initial term commences; or

(b) A Security Interest.

2.1.24 "Rules and Regulations" shall mean and refer to any instruments, however denominated, which are adopted by the Association for the regulation and management of the Project, including any amendment to those instruments.

2.1.25 "Security Interest" shall mean and refer to an interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation. "First Security Interest" shall mean and refer to a Security Interest in a Lot prior to all other Security Interests except the Security Interest for real property taxes and assessments made by Laramie County, Wyoming, or other governmental authority having jurisdiction over the Property.

2.1.26 "Special Assessment" shall mean and refer to the special Assessment for capital improvements as described in Section 9.4 of this Declaration.

2.1.27 "Special Declarant Rights" shall mean and refer to the rights reserved for the benefit of Declarant to perform those acts specified in Article 11 of this Declaration.

2.2 Other Terms in Declaration. Other terms in this Declaration may be defined in specific provisions contained herein and shall have the meaning assigned by such definition.
ARTICLE 3. MEMBERSHIP, VOTING RIGHTS AND ALLOCATIONS

3.1 Membership. Every Owner of a Lot which is subject to Common Expense Assessments shall be a Member of the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessments by the Association. Ownership of such Lot shall be the sole qualification for membership. When more than one (1) Person holds a membership interest in any Lot, all such Persons shall be Members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

3.2 Voting Rights and Assignment of Votes. The effective date for assigning votes to Units created pursuant to this Declaration shall be the date on which this Declaration is recorded in the records of the Clerk and Recorder of Laramie County, Wyoming.

3.3 Allocated Interests. The Common Expense Liability and votes in the Association allocated to each Lot are set forth as follows:

(a) The proportionate share of liability for Common Expenses shall be allocated on the basis of equal liability for each Lot (1/19 per Lot); and

(b) The number of votes in the Association shall be allocated on the basis of one (1) vote for each Lot (total, 19 votes).

ARTICLE 4. ASSOCIATION

4.1 Authority and Power. The business and affairs of the Project shall be managed by the Association. The administration of the Project shall be governed by this Declaration, the Articles of Incorporation, the Bylaws and published Rules and Regulations of the Association. The Association shall have all of the powers, authority and duties permitted pursuant to the Documents and applicable law which are necessary and proper to manage the business and affairs of the Project.

4.2 Declarant Control. Subject to any limitations set forth in this Declaration or in the other Documents, Declarant, or persons designated by it, may appoint and remove the officers of the Association and members of the Executive Board for a period of five (5) years after this Declaration is recorded in the office of the Clerk and Recorder of Laramie County, Wyoming.

4.3 Executive Board Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration or the Bylaws. The Executive Board
shall have, subject to the limitations contained in this Declaration or applicable law, the powers and duties necessary for
the administration of the affairs of the Association and of the Project, which shall include, but not be limited to, the
following:

(a) Adopt and amend Bylaws.

(b) Adopt and amend Rules and Regulations regarding
the erection of fences upon each Lot, and the activities of
occupants within the Project.

(c) Adopt and amend budgets for revenues, expenditures
and reserves.

(d) Collect Assessments from Owners of Lots.

(e) Hire and discharge Managers.

(f) Hire and discharge independent contractors,
employees and agents, other than Managers.

(g) Institute, defend or intervene in litigation or
administrative proceedings or seek injunctive relief for violation
of the Documents in the Association's name, on behalf of the
Association, or two (2) or more Owners on any matters affecting
the Project.

(h) Make contracts and incur liabilities.

(i) Acquire, hold, encumber and convey in the
Association's name, any right, title or interest to real estate or
personal property.

(j) Impose and receive a fee or charge for services
provided to Owners of Lots.

(k) Impose a reasonable charge for late payment of
Assessments and levy a Fine for violation of this Declaration, the
Bylaws or the Rules and Regulations of the Association.

(l) Impose a reasonable charge for the preparation and
recording of supplements or amendments to this Declaration and
for statements of unpaid Assessments.

(m) Provide for the indemnification of the
Association's officers and the Executive Board and maintain
Directors' and officers' liability insurance.

(n) Assign the Association's right to future income,
including the right to receive Common Expense Assessments, only
upon the affirmative vote of the Owners of Lots to which at least
fifty-one percent (51%) of the votes in the Association are
allocated, at a meeting called for that purpose.
(o) Exercise any other powers conferred by the
Documents.

(p) Exercise any other power that may be exercised in
the State of Wyoming by a legal entity of the same type as the
Association.

(q) Exercise any other power necessary and proper for
the governance and operation of the Association.

(r) By resolution, establish permanent and standing
committees of Directors to perform any of the above functions
under specifically delegated administrative standards as
designated in the resolution establishing the committee. All
committees must maintain and publish notice of their actions to
Owners and the Executive Board. However, actions taken by a
committee may be appealed to the Executive Board by any Owner
within forty-five (45) days of publication or delivery of a
notice. If an appeal is made, the committee's action must be
ratified, modified or rejected by the Executive Board at its next
regular meeting.

4.4 Professional Management and Contract Termination
Provisions. The Association may utilize professional management
in performing its duties hereunder. Any agreement for
professional management of the Association's business shall have a
maximum term of three (3) years and shall provide for termination
by either party thereto, with or without cause, and without
payment of a termination fee, upon sixty (60) days' prior written
notice. Any contracts, licenses or leases entered into by the
Association while there is Declarant control of the Association
shall provide for termination by either party thereto, with or
without cause and without payment of a termination fee, at any
time after termination of Declarant control of the Association,
upon sixty (60) days' prior written notice; provided, however,
that any contract entered into at any time by the Association
providing for services of Declarant shall provide for termination
at any time by either party thereto without cause and without
payment of a termination fee upon sixty (60) days' prior written
notice.

4.5 Executive Board Limitations. The Executive Board may
not act on behalf of the Association to amend this Declaration, to
terminate the Project, or to elect members of the Executive Board
or determine their qualifications, powers and duties or the terms
of office of Executive Board members, but the Executive Board may
fill vacancies in its membership for the unexpired portion of any
term.

4.6 Owner's Negligence and Individual Assessments.
Notwithstanding anything to the contrary contained in this
Declaration, or in the event that the need for maintenance or
repair of any improvements located on or within the Property is
caused by the willful or negligent act, omission or misconduct of any Owner, or by the willful or negligent act, omission or misconduct of any member of such Owner's family, or by a guest or invitee of such Owner, or any tenant or tenant's family, the costs of such repair and maintenance shall be the personal obligation of such Owner, and any costs, expenses and fees incurred by the Association for such maintenance, repair or reconstruction shall constitute an "Individual Assessment" and shall be added to and become part of the Assessment to which such Owner's Lot is subject and shall be a lien against such Owner's Lot as provided in this Declaration. A determination of the willful or negligent act, omission or misconduct of any Owner or any member of an Owner's family, or a guest or invitee of any Owner, or tenant or tenant's family, resulting in an Individual Assessment and the amount of the Individual Assessment shall be determined by the Association after notice to the Owner and the right to be heard before the Executive Board in connection therewith, provided that any such determination for an Individual Assessment pursuant to the terms of this section may be appealed by said Owner to a court of law.

ARTICLE 5. COMMON ELEMENTS

5.1 No Common Elements. There are no Common Elements within the Project.

ARTICLE 6. MAINTENANCE BY ASSOCIATION

6.1 Individual Lots. The Association shall provide maintenance and repair and replace portions of the individual Lots as provided herein:

6.1.1 Dwelling Unit. The Association shall maintain and/or paint the exterior of the Dwelling Units in the Project, including roofs and exterior wall materials. All other maintenance, repair and replacement (including garage doors, trim, windows, doors, screens, decks and patio areas) will be the obligation of each respective Owner and not the Association. The Association shall make such repairs and replacements and perform such other work to such exteriors as may be required so that they are aesthetically attractive and in functionally good condition at all times.

6.1.2 Landscaping. The Association shall maintain, repair and replace all sodded areas installed on the Lots (but the Association shall not be responsible for damage caused to such sodded areas by an Owner or any occupants, or by any Owner's pets); and all sprinkler systems installed by Declarant on the Lots.

6.1.3 Additional Maintenance. Notwithstanding any other provisions hereof, the Executive Board may, at any time and from time to time, determine that the Association shall provide other maintenance to the exterior of the Dwelling Unit or to any other improvements on the Lots. Any such determination by the
Executive Board must apply uniformly to all Lots requiring such maintenance. Any additional maintenance services provided in accordance herewith may be revoked at any time as determined by the Executive Board.

6.1.4 Owner's Landscaping Responsibility. The Owner of a Lot shall maintain any shrubbery, flowers and other landscaping on such Owner's Lot in a neat and attractive condition, including all necessary control of weeds.

6.1.5 Owner Maintenance Responsibility. Owners shall maintain, replace and keep in good repair the interior of their Units and all improvements on their Lots, which are not the obligation of the Association hereunder, including any fences installed by such Owners.

6.1.6 Damage by Owner. Notwithstanding anything to the contrary contained herein, in the event the need for the Association to maintain, repair or replace an improvement located on a Lot is caused by the willful act or gross negligence or misconduct of an Owner or a member of such Owner's family, or a guest, invitee or tenant of an Owner or a member of such tenant's family, the costs of such repair, replacement or maintenance, to the extent not covered by the Association insurance, shall be a personal obligation of such Owner, and any costs, expenses and fees incurred by the Association for the same shall be assessed to such Owner and added to such Owner's Common Expense Assessment. The Association shall have a lien for the payment of such Assessment as provided in this Declaration.

6.1.7 Association's Right to Perform Work. In the event any Owner shall fail to satisfactorily perform any maintenance, repair or replacement obligation of such Owner, the Association may give written notice to the Owner of the work required to be performed, and if such failure to perform the work continues for a period of thirty (30) days after such notice has been given, the Association may enter upon the Lot and perform the necessary maintenance, repairs and replacements. The costs of such maintenance, repair, replacement or installation shall be the obligation of the Owner and shall be added to and become a part of the Assessment to which the Owner's Lot is subject and the Association shall have a lien to secure such Assessment as provided by this Declaration.

6.1.8 Association's Easement to Perform Work. The Association shall have an easement across each Lot permitting the Association, its agents, employees and independent contractors, to enter upon the Lot as reasonably necessary in order to perform the work to be performed on the Lot by the Association pursuant to this Declaration. All Persons performing such work shall use their best efforts to minimize interference with the Owner's use and enjoyment of the Lot when performing such work.
ARTICLE 7. INSURANCE

7.1 Insurance Requirements Generally. To the extent reasonably available, the Association shall obtain and maintain insurance described in this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described in this Article will not be provided by the Association, the Executive Board shall cause notice of that fact to be hand delivered or sent, postage prepaid, by United States mail to all Unit Owners and all holders of Security Interests which are superior to the Assessment lien of the Association at their respective last known addresses. All such insurance shall be underwritten, to the extent reasonably possible, with companies licensed to do business in Wyoming having a Best's Insurance Report rating of A-/VI or better covering the risks described below. To the extent reasonably possible, such insurance shall contain the following provisions to the extent appropriate for such insurance:

7.1.1 Waiver. A waiver by the insurer of any right to subrogation under the policy against an Owner, members of the household of an Owner, and the Association, its Directors, officers, employees and agents.

7.1.2 Act or Omission. An act or omission by an Owner will not void the policy or be a condition of recovery under the policy.

7.1.3 Severability of Interest. A "severability of interest" clause shall be included providing that the insurance cannot be canceled, invalidated or suspended on account of the negligent or intentional acts of the Association, its Directors, officers, employees and agents.

7.1.4 Other Insurance. If there is other insurance in the name of an Owner at the time of a loss which covers the same risk covered by the Association policy, the Association’s policy shall provide primary insurance.

7.1.5 Adjusted Losses. All losses must be adjusted with the Association as agent of the Owners.

7.1.6 Policies from Casualty Insurance. Proceeds from the casualty policy on account of loss shall be paid to an insurance trustee if one is designated in the policy for that purpose and otherwise to the Association, but, in any case, proceeds shall be held in trust for the Owner and the holder of a First Security Interest on his or her Lot.

7.1.7 Cancellation. The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, to each Owner and to each holder of a Security Interest to whom a certificate or memorandum of insurance has been
issued, at their respective last known addresses.

7.1.8 Name of Insured. The policy shall be issued in the name of Bridgefield Townhomes Association for the use and benefit of the individual Owners.

7.1.9 Maximum Deductible. The maximum deductible for casualty insurance shall be the lesser of Five Thousand Dollars ($5,000.00) or one percent (1%) of the face amount of the policy.

7.2 Casualty Insurance. The Association or its agents shall maintain, at all times, fire and casualty insurance with extended coverage, or equivalent, in an amount as near as possible to the full replacement value of each Dwelling Unit, without deduction for depreciation or co-insurance, but excluding foundations, footings and land. This insurance shall be carried in a blanket policy form naming the Association as agent for the Owners as the insured. It shall identify each Owner and the address of his or her Dwelling Unit and shall provide a standard non-contributory mortgagee clause in favor of each holder of a First Security Interest on a Dwelling Unit. Such insurance shall be inflation coverage insurance if such insurance is available, which insurance, at all times, represents one hundred percent (100%) of the replacement value of each Dwelling Unit, except land, footings, foundations, excavations and other items normally excluded from coverage and, further, except any deductible provisions as permitted hereunder. If such insurance is written for a specific dollar amount, the Executive Board shall periodically obtain appraisals of the Dwelling Units in the Project in order to confirm that the insurance is for the full replacement value of each such Dwelling Unit.

7.3 Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive public liability insurance, including non-owned and hired automobile liability coverage, personal injury liability coverage, products coverage covering liabilities of the Association, its Directors, officers, employees, agents and Members arising in connection with the operation, maintenance, occupancy or use of any area the Association is required to maintain, repair or replace pursuant to this Declaration with a minimum single limit or per occurrence limit of One Million Dollars ($1,000,000.00).

7.4 Workmen's Compensation and Employer's Liability Insurance. The Association shall obtain and maintain workmen's compensation and employer's liability insurance as may be necessary to comply with applicable laws.

7.5 Fidelity Bonds. A blanket fidelity bond or dishonesty insurance coverage is required for anyone who either handles or is responsible for funds held or administered by the Association, whether or not he or she receives compensation for his or her services. The bond or insurance shall name the Association as
obligee and shall cover the maximum funds that will be in the custody of the Association or the Manager at any time while the bond or insurance is in force. In no event shall the bond or coverage be for an amount less than the sum of three (3) months' Assessments plus reserve funds.

7.6 Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain Directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association. This insurance will have limits determined by the Executive Board.

7.7 Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Owners.

7.8 Owners' Insurance. An insurance policy issued to the Association does not preclude Owners from obtaining insurance for their own benefit. Further, insurance coverage on furnishings, fixtures, appliances, wall coverings and other items of personalty or other property belonging to an Owner and public liability coverage within each Dwelling Unit shall be the sole and direct responsibility of the respective Owners, and the Association, its Board of Directors or the managing agent of the Association shall have no responsibility therefor; provided that the Association may elect to include coverage on items such as furnishings, fixtures, appliances, wall coverings and other items of personalty or other property within the casualty insurance provided by the Association.

7.9 Premiums. Insurance premiums for insurance carried by the Association shall be a Common Expense. However, such premiums shall be assessed against Lots based on the cost for the insurance attributable to each individual Dwelling Unit. In determining the cost to be assessed against individual Lots, the Executive Board may group individual Dwelling Units with approximately the same insurance premium costs into classes with the average Assessment for a class to be assessed to each Lot in the class.

ARTICLE 8. ASSESSMENTS

8.1 Creation of Lien and Personal Obligation for Assessments. Declarant, for each Lot owned within the Property, shall be deemed to covenant and agree, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association all Assessments and Fines, together with such interest thereon and costs of collection thereof as herein provided. Said Assessments, Fines, interest and costs of collection, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot (and Dwelling Unit) against which each such Assessment or Fine is made. Such Assessments and Fines, including reasonable attorneys' fees, shall be the personal obligation of the Person
who was the Owner of such Lot at the time when the Assessment or Fine fell due. The personal obligation for any delinquent Assessment or Fine shall not pass to his or her successors in title unless expressly assumed by them. No Owner may become exempt from liability for payment of Assessments or Fines by abandonment of the Lot against which Assessments are made.

8.2 Purpose of Assessments. The Assessments levied by the Association through its Executive Board shall be used for the purpose of promoting the health, safety and welfare of the Owners; for the maintenance, repair and replacement of improvements provided by the Association pursuant to this Declaration; to provide other services provided by the Association to Owners; to provide insurance in accordance with the provisions of this Declaration; to maintain the Association; and to provide for all other expenses incurred by the Association in performing its duties under this Declaration. Further, the Assessments shall provide a reserve fund for replacements on a periodic basis as the Executive Board determines necessary to adequately provide such replacements as may be required by this Declaration.

8.3 Annual Common Expense Assessment. The total annual Assessment against Units shall be based upon the budget adopted by the Association to pay its administrative costs and the costs of performing its duties during the Assessment year. Such budget may include (i) the expense of maintaining the Association and providing management for the Project; (ii) premiums for all insurance which the Association will maintain; (iii) repairs, maintenance and replacement costs anticipated for the calendar year, excluding any such expenses to be paid from existing reserves; (iv) wages of Association employees; (v) legal and accounting fees; (vi) any deficit remaining from the previous Assessment year; (vii) the creation of reasonable replacement reserves, contingency reserves, working capital and/or sinking funds; and (viii) any other costs, expenses and fees which may be incurred or may reasonably be expected to be incurred by the Association under this Declaration during the calendar year. The Common Expense Assessments shall be collected in monthly or other periodic installments as determined by the Executive Board. In the event of any default in payment of any monthly or other periodic Common Expense Assessment amount and if such default continues for a period of twenty (20) days, the Executive Board may elect to accelerate the remaining periodic Assessments for the year so that the full remaining balance of the Assessments for that year are immediately payable. The Executive Board may also, by its Rules and Regulations, require that interest be paid on any delinquent Assessments, including accelerated Assessments, from the date of default and until the Assessments are paid as well as attorneys' fees and costs incurred by the Association in enforcing the Assessment obligation.

8.4 Special Assessments for Capital Improvements. In addition to the annual Common Expense Assessments authorized above, the Association may levy, for any Assessment year, a
Special Assessment, applicable to that Assessment year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement for which the Association is responsible, including related fixtures and personal property, provided that any such Special Assessment shall have the assent of at least sixty-seven percent (67%) of the votes in the Association at a meeting duly called for this purpose.

8.5 Allocation of Assessments. Subject to the provisions of Section 7.9 and except as otherwise provided in this Section 8.5, each Owner shall be responsible for one/nineteenth (1/19) of all Common Expense Assessments and Special Assessments. Notwithstanding the foregoing, any Common Expense Assessments or Special Assessments (including, but not limited to, costs of maintenance, repair and replacement relating to exterior maintenance on fewer than all of the Lots) which benefit fewer than all Owners shall be assessed exclusively against the Lots benefited.

8.6 Statement of Assessments. The Association shall, during business hours and for a reasonable fee as determined by the Executive Board, furnish a statement setting forth the amount of unpaid Assessments against a Lot upon the request of the Owner of such Lot, or the holder of a Security Interest in such Lot, or the designee of either. The request and the Association’s response shall be hand delivered or mailed by certified mail, postage prepaid, return receipt requested. The Association’s failure to furnish such statement of Assessments within fourteen (14) days of receipt of a request shall cause the forfeiture of the Association’s right to assert a lien upon the Lot of the priority provided by this Declaration for unpaid Assessments due as of the date of the request.

8.7 Association Lien and Effect of Non-Payment of Assessments. The Assessments, Fines, charges, fees, impositions, interest, costs, late charges, expenses and reasonable attorneys’ fees which may arise under the provisions of this Declaration, shall be burdens running with, and perpetual liens in favor of the Association upon the specific Lot to which such Assessments apply. Recording of the Declaration constitutes record notice and perfection of the Association’s lien. Further recording of a claim of lien for an Assessment under this section is not required. Any Assessment, charge or fee provided for in this Declaration, or any installment thereof, which is not fully paid within ten (10) days after the due date thereof shall bear interest at the rate of eighteen percent (18%) per annum from the due date, and the Association may assess a late charge thereon. In the event of default in which any Owner does not make payment of any Assessment levied against his or her Lot within ten (10) days of the due date, the Executive Board shall have the right to declare all unpaid Assessments for the pertinent fiscal year immediately due and payable. Further, the Association may bring an action at law or in equity, or both, against any Owner.
personally obligated to pay such overdue Assessments, charges or fees, or installments thereof, and may also proceed to foreclose its lien against such Owner's Lot. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or installments thereof, may be commenced and pursued by the Association without foreclosing or in any way waiving, the Association's lien therefor. In the event that any such Assessment, charge or fee, or installment thereof, is not fully paid when due and the Association shall commence such action (or shall counterclaim or crossclaim for such relief in any action) against any Owner personally obligated to pay the same, or shall proceed to foreclose its lien against the particular Lot, then all unpaid Assessments, charges and fees, and all unpaid installments thereof, and any and all late charges and accrued interest under this section, the Association's costs, expenses and reasonable attorneys' fees incurred in preparing and recording any lien notice, and the Association's costs of suit, expenses and reasonable attorneys' fees incurred for any such action and/or foreclosure proceedings shall be taxed by the court as a part of the cost of any such action or foreclosure proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds of the foreclosure sale of such Owner's Lot. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charge or fee, or installment thereof, which is not fully paid when due. The Association shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same. A lien for an unpaid Assessment is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the full amount of Assessments becomes due, except that if an Owner of a Lot subject to a lien under this section filed a petition for relief under the United States Bankruptcy Code, the time period for instituting proceedings to enforce the Association's lien shall be tolled until ninety (90) days after the automatic stay of proceedings under § 362 of the Bankruptcy Code is lifted. In any action by the Association to collect Assessments or to foreclose a lien for unpaid Assessments, the court may appoint a receiver for the Lot to collect all sums alleged to be due from the Owner or a tenant of the Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Assessments, based on a periodic budget adopted by the Association.

8.8 Subordination of Lien to Security Interests. A lien under this section is prior to all other liens and encumbrances on a Lot except:
(a) Liens and encumbrances recorded before the recordation of this Declaration;

(b) A First Security Interest on the Lot recorded before the date on which the Assessment sought to be enforced became delinquent; and

(c) Liens for real estate taxes and other governmental assessments or charges against the Lot.

A lien under this section is also prior to all Security Interests to the extent that the Assessments are based on the periodic budget adopted by the Association and which would have become due, in the absence of acceleration, during the six (6) months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest, and statutory liens recognized under Wyoming law. If a holder of a First Security Interest in a Lot forecloses that Security Interest, the Purchaser at the foreclosure sale is not liable for any unpaid Assessments against the Lot which became due before the sale, other than the Assessments which are prior to the Security Interest under this section of the Declaration. Any unpaid Assessments not satisfied from the proceeds of sale become Common Expenses collectible from all Owners, including the Purchaser. Sale or transfer of any Lot shall not affect the lien for said Assessment charges except that a sale or transfer of any Lot pursuant to foreclosure of any First Security Interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture of any such executory land sales contracts shall only extinguish the lien of Assessment charges which become due more than six (6) months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest, and statutory liens recognized under Wyoming law. No such sale, transfer, foreclosure or other proceeding in lieu thereof, including deed in lieu of foreclosure, shall relieve any Lot or Owner from liability for any Assessment charges thereafter becoming due, nor from the lien thereof. This section does not affect the priority of mechanics' or materialmen's liens.

8.9 Record of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of all of its receipts and expenditures, specifying and itemizing all maintenance and repair and other expenses incurred. Such records and the vouchers authorizing the payments shall be available on request for examination by the Owners and others with an interest, such as prospective lenders.

8.10 Notice to Security Interest. Upon the request of a holder of a First Security Interest on a Lot, and upon payment of reasonable compensation therefor, the Association shall report to such party any unpaid Assessment or other defaults under the terms of this Declaration which are not cured by the Owner within thirty (30) days.
8.11 Homestead. The lien of the Association Assessments shall be superior to any homestead exemption as is now or may hereafter be provided by Wyoming or federal law. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead exemption as against said lien.

8.12 Exempt Property. The following property subject to the Declaration shall be exempted from the Assessments, charges and liens created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by a municipal or quasi-municipal corporation or other local public utility or authority and devoted to public use.

8.13 Common Expenses Attributable to Fewer than All Lots.

8.13.1 If a Common Expense is caused by the misconduct of an Owner, the Association may assess that expense exclusively against that Owner's Lot.

8.13.2 Fees, charges, taxes, impositions, late charges, fines, collection costs and interest charged against an Owner pursuant to the Documents are enforceable as Common Expense Assessments.

ARTICLE 9. DWELLING UNITS/PARTY WALLS

9.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Dwelling Unit in the Project and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

9.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

9.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner(s) thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner(s) to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

9.4 Damage to Property. Notwithstanding any other provision of this Article, an Owner who by his or her negligent or willful act causes any adjacent property to be exposed to damage shall bear the whole cost of furnishing the necessary repairs of
such damage.

9.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

9.6 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE 10. EASEMENTS

10.1 Easements for Encroachment. Each Lot shall be subject to an easement for encroachment of Dwelling Units onto adjoining Lots; or encroachment of any driveway or portion thereof, fence or similar encroachment designed or constructed by Declarant; overhangs, as designed or constructed by Declarant; and for any encroachment occurring thereafter as a result of settling or shifting of any structure. A valid easement shall exist for said encroachments and overhangs and for their maintenance, repair or replacement. If any structure is partially or totally destroyed and then rebuilt, the Owners agree that minor encroachments onto adjacent Lots due to the reconstruction shall be permitted and that a valid easement for such encroachments and overhangs and maintenance thereof shall exist. For title or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances.

10.2 Maintenance Easements. The Association shall have a non-exclusive perpetual right and easement over and across all Lots for the purpose of performing the maintenance and repair of the Dwelling Units as required of the Association under the terms of this Declaration. In addition, an easement is hereby granted to each Owner and each member of the Executive Board, or their representatives, to enter upon any Lot for the purpose of performing, installing, altering or repairing the party walls and mechanical, electrical or utility services which, if not performed, would affect the use of other Dwelling Units, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergency, such right of entry shall be immediate.

ARTICLE 11. SPECIAL DECLARANT RIGHTS

11.1 Rights Reserved. For a period of five (5) years after the recording of this Declaration, Declarant reserves the right to perform the acts and exercise the rights specified below ("Special Declarant Rights"): (a) Control of Association and Executive Board. The right to remove any officer or member of the Executive Board.
(b) Sales Management and Marketing. The right to maintain model Dwelling Units, sales offices, construction offices, management offices, signs advertising the Lots and the Project and to conduct sales activities thereon. Such rights shall include the right to install signage, both fixed and movable, flags and flag poles.

(c) Construction. The right to construct and complete the construction of Dwelling Units, utilities, buildings, streets and roads and all other improvements on the Property.

11.2 Additional Reserved Rights. In addition to the Special Declarant Rights set forth in Section 11.1, above, the Declarant also reserves the following additional rights ("Additional Reserved Rights"):

(a) Dedications. The right to establish, from time to time, on properties owned by Declarant, by dedication or otherwise, utility and other easements for purposes, including, but not limited to, streets, paths, walkways, and drainage areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Project.

(b) Use Agreements. The right to enter into, establish, execute, amend and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of recreational facilities, which may or may not be a part of the Project for the benefit of the Unit Owners and/or the Association.

(c) Other Rights. The right to exercise any Additional Reserved Right created by any other provision of this Declaration.

11.3 Rights Transferable. Any Special Declarant Right or Additional Reserved Right created or reserved under this Article for the benefit of Declarant may be transferred to any Person by an instrument describing the rights transferred and recorded in Laramie County, Wyoming. Such instrument shall be executed by the transferor Declarant and the transferee.

ARTICLE 12. USE RESTRICTIONS

12.1 Restrictions. Subject to the Special Declarant Rights reserved in this Declaration, the following restrictions apply to all Lots:

12.1.1 No Violation of Laws. No use shall be made of any Owner's Lot or Dwelling Unit which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the use of same.
12.1.2 Single-Family Dwelling Units. The Property is hereby restricted to Dwelling Units for residential use as a single-family dwelling and uses related to the convenience and enjoyment of such residential uses as permitted herein and by local zoning ordinances. All buildings or structures erected upon the Property shall be of new construction and no building or structure shall be moved from other locations onto the Property. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of the Property at any time as a residence either temporarily or permanently.

12.1.3 Home Occupations. The conduct of a home occupation on a Lot within the Project shall be considered accessory to the residential use of the Lot and not a violation of this Declaration, provided that the following requirements are met:

(a) Such home occupation shall be conducted only within the interior of a Dwelling Unit and shall not occupy more than fifteen percent (15%) of the total finished area within the Dwelling Unit.

(b) No signs or advertising devices of any nature whatsoever shall be erected or maintained on any Lot with respect to such home occupation, except those approved in writing by the Architectural Control Committee.

(c) Any trade or business conducted on a Lot shall be conducted only by the residents thereof.

(d) No noise or offensive activities shall be conducted on any Lot and no Lot shall be used, in whole or in part, for the storage of any property or thing that will cause the Lot to appear in an unclean or untidy condition or that will create an eyesore.

(e) No substance, thing or material which emits foul or noxious odors, or causes any noise that might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding Lots shall be permitted on a Lot.

(f) No trade or occupation shall be conducted from a Lot unless one (1) or more of the Owners of such Lot reside within the Dwelling Unit on such Lot and any such trade or occupation shall cease and terminate when the Owner(s) of such Lot ceases to reside thereon.

(g) No retail sales shall be conducted on any Lot and no customer parking shall be allowed.

(h) There shall be no evidence of a home occupation visible from the outside of a Dwelling Unit.
(i) Not more than four (4) additional vehicular trips shall be allowed each day on or to any Lot for deliveries or pick ups in connection with such trade or business, including deliveries or pick ups by commercial delivery services, such as Federal Express and United Parcel Service, and further provided that no such vehicle shall remain at the Lot for a period in excess of fifteen minutes per trip.

12.1.4 Household Pets. No animals, birds or reptiles of any kind shall be raised, bred or kept on any portion of the Project, except that a reasonable number of dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The Executive Board shall adopt Rules and Regulations regarding the maintenance of animals upon the Property, including the maximum number and size thereof.

12.1.5 Signage. No signs or advertising of any character shall be erected, placed or permitted or maintained within the Project unless the Executive Board has given consent to the same in writing. This provision shall not apply to permanent signs identifying the Project which may be installed by Declarant as part of the development of the Project. The Executive Board may adopt Rules and Regulations permitting signs advertising Lots or Dwelling Units for sale at such location and of such character as the Executive Board shall designate.

12.1.6 Leases. No lease of a Unit shall be for a period of less than six (6) months and every lease shall be in writing. The written lease shall contain provisions requiring that the tenant comply with all provisions of this Declaration, the Articles of Incorporation of the Association, its Bylaws and Rules and Regulations. The Association shall have the power to enforce the provisions of the Declaration, Articles of Incorporation, Bylaws and Rules and Regulations against any tenant regardless of the provisions of a lease. The Association shall have the power to levy Fines and Assessments against a tenant based on such tenant's actions, the same as it would have against an Owner.

12.1.7 Storage of Inoperative Vehicles. Inoperative vehicles shall not be stored, parked or permitted to remain upon a Unit, except within a fully enclosed garage. For purposes of this provision, any disassembled or partially disassembled car or other vehicle or any car or other vehicle which is not capable of moving under its own propulsion for forty-eight (48) consecutive hours shall be considered an "inoperative vehicle" subject to the terms of this Section 12.1.7.

12.1.8 Parking. No trailer, motor home, house car, bus, camper, large commercial-type vehicle, including a vehicle-mounted camper, whether chassis or slide-in, or pick-up coach, tent, boat or truck (except a pick-up truck) shall be parked, placed, erected, maintained or constructed on any Lot for any
purpose. Outside parking of such vehicles on those Lots which the Association or the Architectural Control Committee deem to be appropriate may be allowed, subject to such screening and other mitigating factors as may be required by the Association or the Architectural Control Committee. Trailers, campers, motor homes, pick-up coaches, tents or boats which can be and are stored by the owner thereof within an enclosed garage and are not used for living purposes will not be in violation of these restrictions. Garage doors shall be kept closed when not in use. No Owner shall park any of the foregoing vehicles owned by such Owner within the public street adjacent to his or her Lot nor shall such Owner allow any of his or her tenants, guests or invitees to park any of such vehicles within a public street adjacent to such Owner's Lot for more than forty-eight (48) consecutive hours.

12.1.9 Trash. All Owners shall maintain their Lots and Dwelling Units in a clean and well maintained condition. No storage of trash will be permitted in or outside any Dwelling Unit in a manner which may permit the spread of fire, odors, seepage or encouragement of vermin. All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Lots and streets. All rubbish, trash or garbage must be deposited in locations and in containers on Lots as may be approved by the Association. The Association may adopt Rules and Regulations further defining the deposit of rubbish, trash or garbage and other matters related thereto.

12.1.10 Storage. No tanks for the storage of gas, fuel, oil, chemicals or other matter shall be erected, placed or permitted above the surface of any Lot. No clothesline equipment, service yards, woodpiles or storage areas shall be permitted on any Lot without the approval of the Architectural Control Committee, which may require enclosure or screening, such as privacy fences, landscaping or berming, to conceal such area from the view of neighboring Lots.

12.1.11 Nuisances. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to any other Owner. No oil drilling, oil development operations, oil refinery, quarrying or mining 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 or in any Lot. No derricks or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Nothing contained herein shall be construed as prohibiting or restricting construction activities by Declarant at any time, seven (7) days per week.
ARTICLE 13. ARCHITECTURAL CONTROL

13.1 Architectural Control Committee.

13.1.1 Appointment of Members. As long as Declarant has the power to appoint and remove officers of the Association pursuant to paragraph 4.2 of this Declaration, Declarant shall appoint the members of the Architectural Control Committee. At such time as Declarant no longer holds such power, then the members of the Architectural Control Committee shall be appointed by the Executive Board from among the members of the Association.

13.1.2 Term. Each member of the Architectural Control Committee shall serve at the pleasure of the persons or entity appointing such member. In the event of the death or resignation of any member of the Architectural Control Committee, the persons or entity that appointed such member shall appoint a successor.

13.1.3 Decisions. All decisions of the Architectural Control Committee shall be by a majority vote of those members of the Architectural Control Committee present at a meeting at which a quorum is present. A majority of the members of the Architectural Control Committee shall constitute a quorum.

13.1.4 Compensation. The members of the Architectural Control Committee shall not be entitled to any compensation for services performed pursuant to this Declaration.

13.1.5 Delegation. The Architectural Control Committee shall have the power to delegate the responsibility for reviewing any application submitted to the Architectural Control Committee to a professional architect, landscape architect, engineer, or other professional person who is qualified to review the issues raised in the application. The Architectural Control Committee shall also have the power to require that the applicant pay the fees reasonably incurred by the Architectural Control Committee in retaining such professional to review the application submitted.

13.1.6 Non-liability. No member of the Architectural Control Committee shall be liable to the Association or to any Owner or Member for any loss, damage, or injury arising out of or in connection with the performance of the duties of the Architectural Control Committee under this Declaration, unless such action constitutes willful misconduct or bad faith on the part of the Architectural Control Committee. Review and consideration of any application submitted to the Architectural Control Committee shall be pursuant to this Declaration, and any approval granted shall not be considered approval of the structural safety or integrity of the improvements to be constructed or conformance of such improvements with building codes, zoning resolutions, subdivision regulations, or other governmental rules and regulations applicable to the Property and
the Project.

13.2 Control. No building, fence, roof, wall, exterior lighting, flag pole, hot tub, swimming pool, window or roof cooler, window or roof air conditioner, solar panel or system, basketball backboard, doghouse or dog run or other structure shall be erected, placed or altered on any Lot; no alteration or repainting to the exterior of a structure shall be made within the Project; and no landscaping, including trees, shrubs, grass or other landscaping shall be installed upon a Lot (other than by Declarant) until the plans and specifications thereof shall have been approved in writing by the Architectural Control Committee.

13.3 Purpose. The Architectural Control Committee is established for the purpose of maintaining within the Project a consistent and harmonious general character of development and a style and nature of building and design intended to enhance the aesthetics and property values within the Project. In general, the Architectural Control Committee shall review applications in accordance with the following criteria:

(a) Harmony of exterior design in relation to existing structures and topography.
(b) Harmony and compatibility of fencing installed by Owners with fencing installed by the Declarant, including similarity in type, material and height.
(c) Location with respect to surrounding structures and topography.
(d) Effect on privacy.
(e) Effect on security.

13.4 Submission. Each application for approval shall include the following:

(a) A copy of a site plan of the Lot. The site plan shall show the following information:

(i) Finished elevation of the Dwelling Units, outbuildings or other improvements.
(ii) A building footprint with dimensions from the front, rear, and side property lines of the Lot.
(iii) Driveways and walkways located on the Lot.
(iv) Any existing structures on the Lot.
(v) Location of improvements with respect to the utility lines and facilities.
(b) A set of construction plans and specifications. Said plans and specifications shall include the following minimum information:

(i) Total square footage for each level of any Dwelling Unit.

(ii) Building elevations on all sides of the proposed structure containing sufficient detail to determine roof form and material, window locations, siding material and door placement.

(iii) A written description of the materials to be used in the roof and exterior walls of the structure.

(iv) The size, type and material to be incorporated in any fencing to be located on the Lot.

(v) The color of any paint or stain to be applied to the improvements.

13.5 Rules and Guidelines. The Architectural Control Committee may issue rules setting forth procedures for the submission of plans for approval and may also issue guidelines setting forth the criteria that the Architectural Control Committee will use in considering plans submitted to it for approval.

13.6 Review of Plans and Specifications. The Architectural Control Committee shall consider and act upon any and all requests submitted for its approval. The Architectural Control Committee shall approve plans and specifications submitted to it only if it determines that the construction, alteration, and additions contemplated thereby, and in the location as indicated, will comply with this Declaration; will serve to preserve and enhance the value of the Lots and Dwelling Units within the Project; will be consistent with the spirit and intent of this Declaration; and will maintain a harmonious relationship among structures and topography within the Project. The Architectural Control Committee shall consider the quality of workmanship, type of materials, and harmony of exterior design with other Dwelling Units located within the Project. Should the Architectural Control Committee fail to approve or disapprove the plans and specifications submitted to it by an Owner within thirty (30) days after complete submission of all required documents, the plans shall be resubmitted to the Architectural Control Committee by certified mail, return receipt requested, with a copy to Declarant, by certified mail, return receipt requested, and, in the event that the Architectural Control Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after such resubmission to the Architectural Control Committee and the Declarant by certified mail, the same shall be deemed to have been approved, as submitted, and no further action shall be required, provided,
however, that no building or other structure shall be erected or
allowed to remain on any Lot which violates or is inconsistent
with any of the covenants or restrictions contained in this
Declaration. The issuance of a building permit or license for the
construction of improvements inconsistent with this Declaration
shall not prevent the Association or any Owner from enforcing the
provisions of this Declaration.

13.7 No Waiver of Future Approval. The approval by the
Architectural Control Committee of any proposals or plans and
specifications for any work to be done on a Lot shall not be
deemed to constitute a waiver of any right to withhold approval or
consent to any similar proposals, plans, specifications, drawings,
or other matters subsequently or additionally submitted for
approval by the same Owner or by another Owner.

13.8 Construction. Construction of a Dwelling Unit or other
structure approved by the Architectural Control Committee shall
commence within twelve (12) months after approval of the plans and
specifications, and the Owner shall thereafter proceed diligently
with such construction. The exterior of any such structure shall
be completed and a certificate of occupancy shall be issued by the
appropriate governmental authority within nine (9) months of the
date of commencement of construction. The Architectural Control
Committee may grant an extension of the foregoing time periods for
good cause shown when such extension is requested by the Owner.

13.9 Variances. The Architectural Control Committee may
authorize variances from compliance with any provisions of this
Declaration when circumstances such as natural obstructions,
hardships, aesthetics or environmental considerations may require.
Such variances must be evidenced in writing and shall become
effective when signed by at least a majority of the members of the
Architectural Control Committee. If any such variance is granted,
no violation of the provisions of this Declaration shall be deemed
to have occurred with respect to the matter for which the variance
was granted; provided, however, that the granting of the variance
shall not operate to waive any provisions of this Declaration for
any purpose except as to the particular property and the
particular provision hereof covered by the variance, nor shall the
granting of a variance affect in any way the Owner's obligation to
comply with all governmental laws and regulations affecting the
property concerned, including, but not limited to, zoning
ordinances and setback lines or requirements imposed by any
governmental authority having jurisdiction.

ARTICLE 14. MORTGAGEE PROTECTION

14.1 Introduction. This Article establishes certain
standards and covenants which are for the benefit of the holders,
insurers and guarantors of certain Security Interests. This
Article is supplemental to, and not in substitution for, any other
provisions of the Declaration, but in the case of conflict, this
Article shall control.
14.2 Notice. Each holder of a First Security Interest, upon written request to the Association, shall be entitled to:

14.2.1 Budgets, Assessments, Etc. Receive copies of budgets, notices of Assessments or any other notice or statement provided under this Declaration by the Association to the Unit Owner covered by such Security Interest.

14.2.2 Financial Statements. Receive any audited or unaudited financial statement of the Association which is prepared for distribution to the Owners of Lots within ninety (90) days following the end of any fiscal year.

14.2.3 Meetings. Receive copies of notices of meetings of the Owners.

14.2.4 Amendment to Bylaws or Articles. Receive at least thirty (30) days' notice of the decision of Declarant, the Owners or the Executive Board to make any material amendment to this Declaration, the Bylaws or the Articles of Incorporation of the Association.

14.2.5 Default. Receive notice of any default under this Declaration by the Owner of a Lot encumbered by its First Security Interest.

14.2.6 Right to Examine Books and Records. Examine the books and records of the Association at any reasonable time.

14.2.7 Any Other Notice. Receive any other notice or copy provided for elsewhere in this Declaration.

14.3 Form of Request. The request of the holder of a First Security Interest shall specify which of the items described in Section 14.2 it desires to receive and shall indicate the address to which any such notice or document shall be sent by the Association. Failure of the Association to provide any of the foregoing to the holder of a First Security Interest who has made a proper request shall not affect the validity of any action which is related to any of the foregoing. The Association need not inquire into the validity of any request made by the holder of a First Security Interest, and in the event of multiple requests from purported holders of the same interest, the Association shall honor the most recent request received.

14.4 Rights of Holders of First Security Interests. Notwithstanding any other provisions of this Declaration, unless at least sixty-seven percent (67%) of the holders of First Security Interests (based upon one [1] vote for each Security Interest owned) have given their prior written approval, the Association shall not be entitled to:
14.4.1 Hazard Insurance Proceeds. Use hazard insurance proceeds on account of any casualty loss other than to repair, replace or reconstruct the damaged property.

14.5 Failure to Respond. The failure of any holder of a First Security Interest to respond within thirty (30) days to any written request of the Association delivered by certified mail, return receipt requested, for approval of any matter set forth in Section 14.4, above, shall constitute an implied approval of such matter.

ARTICLE 15. GENERAL PROVISIONS

15.1 Enforcement. Enforcement of any provision of this Declaration, the Bylaws, and any Rules and Regulations shall be by appropriate proceedings at law or in equity against those Persons violating or attempting to violate any such provision. Such proceedings may be for the purpose of removing a violation, restraining or enjoining a future violation, recovering damages for any violation, foreclosing a lien, obtaining such other and further relief as may be available, or any combination thereof. Such proceedings may be instituted by an Owner, or by the Association. In any such proceedings the prevailing party shall be entitled to recover the costs and reasonable attorneys’ fees incurred in connection with such proceedings. In addition, the Association may levy Fines against an Owner, or such Owner’s lessee, because of a violation of the terms of this Declaration. Any Rules and Regulations adopted by the Association shall provide for notice to the affected Owner, or such Owner’s lessee, and hearing before any such Fines are assessed. The unpaid Fines shall be added to the Assessments against the Lot of such Owner. The failure to enforce any provision of this Declaration, the Bylaws and the Rules and Regulations shall not preclude or prevent the enforcement thereof for a further or continued violation, whether such violation shall be of the same or of a different provision.

15.2 Indemnification. To the full extent permitted by law, each officer and member of the Executive Board shall be and is hereby indemnified by the Owners and the Association against all expenses and liabilities, including attorneys’ fees, reasonably incurred or imposed upon them in any proceeding to which they may be a party, or in which they may be involved, by reason of their being or having been an officer or member of the Executive Board, or any settlement thereof, whether or not they are an officer or member of the Executive Board at the time such expenses are incurred, except in cases where such officer or member of the Executive Board is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that, in the event of a settlement, the indemnification shall apply only when the Executive Board approves such settlement and reimbursement as being in the best interests of the Association.
15.3 Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or prescribe the scope of the Documents or the intent of any provision thereof.

15.4 Gender. The use of the masculine gender refers to the feminine gender, and vice versa, and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so require.

15.5 Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

15.6 Severability. If any provision or term of this Declaration is invalidated, such invalidity shall not affect the validity of the remainder of this Declaration.

15.7 Duration. The covenants, conditions and restrictions of this Declaration shall run with the real estate, shall be binding on all Unit Owners, their legal representatives, heirs, successors and assigns, and shall be in effect in perpetuity unless amended or terminated as provided in this Declaration.

15.8 Amendment. Except as otherwise provided in this Declaration, this Declaration may be amended at any time by a written and recorded instrument containing the consents of the then record Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

15.9 Notice. Notice of matters affecting the Common Interest Community may be given to Owners by the Association, or by other Owners, in the following manner: Notice shall be hand delivered or sent by United States, first class, registered or certified mail as selected by the Association, with postage prepaid, to the mailing address of each Lot or to any other mailing address designated in writing by the Owner. Such notice shall be deemed received on the earlier of the date actually received by the Owner or three (3) days after being properly deposited in the United States mail. Receipt by any Owner shall be deemed a receipt by all of the Owners for that Lot.

15.10 Conflict. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.
IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first above written.

BRIDGEFIELD LLC,
a Colorado Limited Liability Company

By: __________________________

Jay McCoy, Manager

STATE OF COLORADO)

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 11th day of September, 2002, by Jay McCoy as Manager of BRIDGEFIELD LLC, a Colorado Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: 4-29-05

Cheryl Halse
Notary Public
RATIFICATION

The undersigned, having a Security Interest in all or any part of the Property described in the foregoing Declaration of Covenants, Conditions and Restrictions for Bridgefield Townhomes, hereby approves, ratifies, confirms and consents to such Declaration.

IN WITNESS WHEREOF, the undersigned has caused its name to be hereunto subscribed this 11th day of September, 2002.

ADVANTAGE BANK

By: [Signature]
Dan Springob, Vice President

STATE OF [Colorado] ss.
COUNTY OF [Laramie]

The foregoing instrument was acknowledged before me this 11th day of September, 2002, by Dan Springob as Vice President of ADVANTAGE BANK.

Witness my hand and official seal.

My commission expires: 4-29-05

[Notary Seal]
Cheryl Hafe
Notary Public

(RECORDED 3/18/2002 AT 4:19 PM REC# 331228 IX# 1671 PG# 1458)
31 DEBRA K. LATHROP, CLERK OF LARIAM COUNTY, WY PAGE 31 OF 38
BRIDGEFIELD TOWNHOMES ASSOCIATION

ACTION OF DIRECTORS BY UNANIMOUS CONSENT

The undersigned, being all of the members of the Executive Board named in the Articles of Incorporation of BRIDGEFIELD TOWNHOMES ASSOCIATION, a corporation formed under the Wyoming Non-Profit Corporation Act, hereby waive notice of and the holding of the organizational meeting of the Executive Board and unanimously consent to the adoption of the following resolutions and recording thereof among the minutes of proceedings of the Association:

RESOLVED, that the Articles of Incorporation of the Association filed with the Secretary of State of the State of Wyoming on September ______, 2002, a copy of which is annexed to these resolutions, be, and the same hereby are, approved and accepted.

RESOLVED, that the Bylaws, a copy of which is annexed to these resolutions, are hereby adopted and declared to be the Bylaws of this Association.

RESOLVED, that the following persons are elected officers of the Association in the respective capacities set before their names to serve until the first annual meeting of the Executive Board and until their respective successors are elected and qualified:

President John H. McCoy
Vice President Jay McCoy
Secretary Sherry P. McCoy
Treasurer Sherry P. McCoy

RESOLVED, that the Secretary of the Association be instructed to procure a well-bound book in which to preserve the minutes of the meetings of the Executive Board and Members of the Association, and in which shall be kept the Certificate of Incorporation issued by the Secretary of the State of Wyoming, attached to which is the duplicate original to the Articles of Incorporation, and the original copy of the Bylaws of the Association. The Secretary shall also be instructed to procure the corporate seal for the Association, and in addition, such ledgers, books of account and other supplies as may be required.

RESOLVED, that the seal of the Association shall consist of a circular imprint bearing around the outside rim the words "BRIDGEFIELD TOWNHOMES ASSOCIATION" and the word "WYOMING" and in the center the word "SEAL."

RESOLVED, that said seal is hereby adopted as the seal of the Association.
RESOLVED, that until changed by subsequent resolution of the Executive Board, the fee to be charged for statements of unpaid assessments, as contemplated by Section 6.10 of the Bylaws, shall be $20.00.

RESOLVED, that the officers of the Association cause to be prepared, appropriate books and records in which shall be recorded, among other things, the names and addresses of the members of the Association.

RESOLVED, that the principal office of the Association be established and maintained at 5709 Townsend Place, Cheyenne, Wyoming 82009, until said location is changed by further resolution of the Executive Board.

The undersigned, being all of the members of the Executive Board of BRIDGEFIELD TOWNHOMES ASSOCIATION, hereby unanimously consent to, approve and adopt the foregoing resolutions effective September 13, 2002, notwithstanding the actual date of signing. These minutes may be signed in any number of counterpart execution pages, each of which shall be deemed an original and which, together with these minutes, shall constitute one single instrument.

[Signatures]

JOHN H. McCLOY
Director

9/12/02

JAY McCLOY
Director

9/11/02

SHERRY P. McCLOY
Director

9/11/02

(REM 09/11/02)
CERTIFICATION

I hereby certify that the foregoing Action of Directors by Unanimous Consent was filed among the minutes of the Executive Board of BRIDGEFIELD TOWNHOMES ASSOCIATION.

SHERRY F. McCORR, Secretary (Date)
APPOINTMENT OF MEMBERS OF THE
ARCHITECTURAL CONTROL COMMITTEE
OF
BRIDGEFIELD TOWNHOMES ASSOCIATION

Pursuant to the provisions of the Wyoming Non-Profit Corporation Act, and pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions of Bridgefield Townhomes, recorded September ______, 2002, at Reception No. _______ of the Laramie County, Wyoming records (including, without limitation, Article 13 thereof), BRIDGEFIELD LLC, Declarant, hereby appoints the following named individuals as Members of the Architectural Control Committee of Bridgefield Townhomes Association, to serve until such time as their respective successors are designated and shall qualify:

John H. McCoy
Jay McCoy
Sherry P. McCoy

IN WITNESS WHEREOF, the undersigned, having the power of appointment of the Members of the Architectural Control Committee of the Association, has executed this Appointment of Members of the Architectural Control Committee effective as of September 15, 2002.

BRIDGEFIELD LLC,
a Colorado Limited Liability Company

By: [Signature]
Jay McCoy, Manager
Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribes, separate entities, certain individuals, and others.)

See separate instructions for each line. Keep a copy for your records.

OMB No. 1545-0033

Form SS-4

(Rev. December 2001)

Departments of the Treasury Internal Revenue Service

1 Legal name of entity (or individual) for whom the EIN is being requested

Bridgefield Townhomes Association

2 Trade name of business (if different from name on line 1)

3 Executive, trustee, "care of" name

4a Mailing address (room, apt, suite no. and street, or P.O. Box)

5a Street address (if different) (Do not enter a P.O. box)

5b City, state, and ZIP code

6 County and state where principal business is located

7a Name of principal officer, general partner, grantor, owner, or trustee

7b SSN, ITIN, or EIN

8a Type of entity (check only one box)

- Sole proprietor (SSN)
- Partnership
- Corporation (enter form number to be filed)
- Personal service corp.
- Church or church-controlled organization
- Other nonprofit organization (specify) Homeowners Association

8b If a corporation, name the state or foreign country (if applicable) where incorporated

State Wyoming

Foreign country

9 Reason for applying (check only one box)

- New business (specify type)
- Hired employees (Check the box and see line 12)
- Compliance with IRS withholding regulations
- Other (specify) Homeowners Association

10 Date business started or acquired (month, day, year)

September , 2002

11 Closing month of accounting year

December

12 First data wages or salaries were paid or will be paid (month, day, year)

- N/A

13 Highest number of employees expected in the next 12 months

- Agricultural
- Household
- Other

14 Check one box that best describes the principal activity of your business.

- Construction
- Real estate
- Manufacture
- Rental & leasing
- Transportation & warehousing
- Accommodation & food service
- Health care & social assistance
- Finance & insurance
- Other (specify) Homeowners Association

15 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided

Homeowners Association

16a Has the applicant ever applied for an employer identification number for this or any other business?

- Yes
- No

Note: If "Yes", please complete lines 16b and 16c.

16b If you checked "No" on line 16a, give applicant's legal name and trade name shown on prior application if different from line 1 or 2 above.

Legal name

Trade name

16c Approximate date when, and city and state where, the application was filed. Enter previous employer identification number if known.

Approximate date when filed (m/d/y)

City and state where filed

Previous EIN

Third Party

Designer's name

Michael A. Maxwell, Esq.

Designee's address

125 South 5th Street, Sixth Floor

Port Collins, Colorado 80521

Designee's telephone number (include area code)

(970) 493-5070

Designee's fax number (include area code)

(970) 493-9703

Applicant's telephone number (include area code)

(970) 226-5111

Applicant's fax number (include area code)

(970) 226-3723

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Name and title of person completing application

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Signature

Date 9/10/02

Form SS-4 (Rev. 12-2001)