WHISPERING PINES ESTATES SUBDIVISION
DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Alpine Properties, LLC., a limited liability company, (hereinafter referred to as "Alpine"), is the owner of all that certain real property situated in Natrona County, State of Wyoming, as described on Exhibit "A" attached hereto and incorporated herein by reference, and known as the Whispering Pines Estates Subdivision (hereinafter referred to as the "Property"); and

WHEREAS, in order to insure the use and development of said property for residential purposes and other uses compatible therewith, to prevent the impairment of the attractiveness of said property for such purposes, and to maintain property values therein, the undersigned desires hereby to make and impose upon said real property the restrictions and limitations hereinafter set forth, and to reserve the right to develop all or any portion of the land described in Exhibit "A" according to these covenants.

NOW, THEREFORE, for and in consideration of the premises, Alpine, as the Declarant, by these presentments does hereby make, publish, declare and impose upon all of the real property described in Exhibit "A" the following restrictions and limitations governing the use and development of any and all portions within the Property, and does hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land in the Property which shall be effective upon recording, and shall be binding upon the undersigned and upon all persons claiming under them, and shall be for the benefit of, as well as to limit and restrict, all future owners of any portions of the Property, to-wit:

ARTICLE I
DEFINITIONS

1. Declarations: This Whispering Pines Estates Subdivision Declarations of Covenants, Conditions and Restrictions

2. Lot: Each lot of the Property, as dedicated pursuant to a subdivision plat approved by the Board of County Commissioners of Natrona County Wyoming, and recorded with the office of Natrona County Clerk and Recorder.

3. Other Parcels: Developer may dedicate or sell certain parcels of the Property for uses other than single family residential, provided that said use is consistent
and compatible with an overall development of the Property as a single family residential area.

4. **Property:** The words "Property" or "Real Property" as used in these covenants shall mean all of the lands described in Exhibit "A." Any lands added to the Property in accordance with this instrument and expressly made subject to this Declaration by written amendment filed in the office of the Natrona County Clerk shall thereafter be deemed a part of the Property for purposes of the application of this Declaration.

5. **Association:** Shall mean and refer to the Whispering Pines Estates Owners' Association, Inc., a non-profit Wyoming corporation, its successors and assigns.

6. **Owner:** Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any home site which is a part of the Property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

7. **Developer:** Shall mean and refer to Alpine and their successors and assigns, but shall be limited to only those purchasers who purchase not less than 20 acres of the Property with the intent to subdivide and resell.

8. **Common Area:** All property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association shall be conveyed by Developers to the Association within five (5) years after the recording of a county approved Subdivision plat, or upon the sale by Alpine to third parties of over 60% of the lands within the Property, whichever occurs first, and is described as follows:

   (a) Any water system, both surface and subsurface components, then existing and under construction in, on and over the Property, whereby water is to be provided through underground pipes and surface equipment, easements therefore, and water rights appurtenant to the Properties, plus any future water system improvements made and installed by Developers or the Association.

   (b) Streets, roads and thoroughfares as shown on the Subdivision plat for the purpose of maintaining, improving and providing access to the Lots, and for easements for placement, maintenance of and access to all utilities and use by utility companies providing services to the Subdivision.

   (c) Such park lands, scenic easements, or pathways for hiking, mountain biking, and horseback riding, as may be dedicated by Developers.
9. **Subdivision:** Shall refer to the Whispering Pines Estates Subdivision if and when dedicated by Developers.

**ARTICLE II**

**DEVELOPMENT**

1. **Right to Develop:** Developers reserve the right to control the method of development of the Property, whether by means of platted subdivision or otherwise. Developers may either continue to sell individual parcels of their choosing without filing a subdivision plat, provided that said parcels are transferred subject to these covenants and restrictions, and according to the laws of Wyoming, or Developers may elect instead to prepare and file for approval a subdivision plat to establish lots covering all or a portion of the Property.

2. **Inclusion of Previously Sold Parcels:** In the event Developers elect to file a subdivision plat for approval, Developers may include all or a portion of the lands within the Property, and any Owners who own lands within the proposed subdivision shall consent to the formation of the subdivision and adoption of an appropriate zoning consistent with these covenants, and shall execute such documents as are necessary to demonstrate such consent.

3. **Conditions on Development:**
   (a) No parcel or lot which has a gross land area of less than 2.0 acres shall be sold or subdivided by Developer. However, any parcel or lot which has a gross land area of 2.0 acres, or more, shall be conclusively deemed to be consistent and compatible with an overall plan of development of the Property as residential home sites.

   (b) In the event that Developer sells a parcel of the Property or dedicates portions of the Property in a subdivision plat for uses other than as residential home sites, said use must be consistent and compatible with an overall plan of developing the Property as residential home sites.

   (c) Any development of the Property shall be in accordance with any state statute and local ordinances and these covenants and restrictions.

   (d) If the Owners Association has been formed, any development (except for the size of the Lots as provided above) of Lots or other parcels shall be subject to the review and approval of the Environmental Committee.

**ARTICLE III**

**WHISPERING PINES ESTATES OWNERS' ASSOCIATION, INC.**

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1. Establishment. The Whispering Pines Estates Owner's Association (hereinafter "Association") shall be created, as a non-profit Wyoming corporation or other legal entity, by Developers, at such time as Developers may decide, but in any event prior to the time at which Developers no longer owns any real property or any interests therein that is part of Property. The Association shall be created for the purposes, charged with the duties, and invested with the powers prescribed by law as set forth in its Articles of Incorporation, Bylaws or other governing documents (hereinafter referred to as "Governing Documents") or in these Declarations. The Governing Documents of the Association shall not for any reason be amended or otherwise changed or interpreted so as to be inconsistent with these Declarations. In case of conflict between the Declarations and the Governing Documents of the Association, the Declarations shall control.

2. Appointment of Board of Directors. The power of designation, appointment, and removal (with or without cause) of Members of the Board of Directors, during which time Developers are an Owner of a Lot, shall be exercised by Developers, unless Developers sooner relinquish this right by means of an instrument recorded in the records of the Natrona County Clerk and Recorder. Unless sooner terminated as provided in the preceding sentence, this power of designation, appointment, and removal shall terminate ten (10) years from the date these Declarations are recorded. Following the termination of the rights of designation, appointment, and removal, each Member of the Board of Directors must be an Owner and Member of the Association, or an officer, manager, member, director, employee, authorized agent or partner of an Owner. Upon termination of the rights of designation, appointment, and removal, the Members of the Board of Directors will be elected pursuant to the Bylaws of the Association.

3. Membership. Each Owner shall be a Member of the Association for the period of his ownership of any portion of the Property. Membership in the Association shall be appurtenant to each portion of the Property and shall not be assigned, transferred, pledged, conveyed, or alienated, except upon the sale or conveyance of title to such portion of the Property at which time the transferee of such portion of the Property shall automatically become a Member of the Association. Any attempted prohibited transfer of membership shall be void. This Section 3.3 does not preclude an Owner from properly designating, in writing, a third party entity or Person as its agent with the right to vote its proxy on all membership matters.

4. Voting Rights. The right to cast votes, and the number of votes that may be cast, for election of Members to the Board of Directors of the Association and on all other matters to be voted on by Members of the Association shall be calculated as follows:

(a) Votes. The Association shall have two classes of voting membership:
(1) **Class A.** Class A Members shall be all Owners, with exception of Developers. Each Lot, improved or unimproved, owned by a Class A Member shall carry with it one (1) vote per Lot owned.

(2) **Class B.** Class B Members shall be the Developers, and Lots owned by the Developers, or undeveloped land that is part of the Property, which is owned by the Developers, shall carry with them three (3) times the number of votes as would be the case if such portion of Property were owned by a Class A Member. The Class B membership for a particular Lot shall cease and be converted to Class A membership with respect to the Developers on the happening of either of the following events: (A) at such time as the Developers shall no longer be an Owner of such Lot, or (B) recording of an instrument of relinquishment of Class B membership by the Developers in the records of the Natrona County Clerk and Recorder.

(b) **Joint or Common Ownership.** If any property interest, ownership of which entitles the Owner thereof to vote, is held jointly or in common by more than one Person, the vote or votes to which such property interest is entitled shall also be held jointly or in common in the same manner. However, the vote or votes for such property interest shall be cast, if at all, as a block, and neither fractional votes nor split votes shall be allowed. In the event that the Persons that constitute an Owner are unable to agree among themselves as to how their vote or votes shall be cast as a unit, they shall lose their right to cast their vote or votes on the matter in question.

(c) **Authority to Vote.** Any Person that constitutes part of an Owner shall be entitled to cast the vote or votes for that Owner unless another Person that constitutes part of that Owner shall have delivered to the Secretary of the Association prior to the election a written statement to the effect that the Person wishing to cast the vote or votes has not been authorized to do so by the other Persons that constitute part of the Owner.

(d) **Proxies.** Any Owner, including Declarant, may give a revocable written proxy to any Person authorizing that person to cast the Owners vote on any matter. Such written proxy shall be in such form as may be prescribed by the Governing Documents of the Association.

(e) **No Cumulative Voting.** The cumulative system of voting shall not be used for any purpose.
5. **Meetings.** The Bylaws of the Association shall establish rules and procedures that shall govern the frequency of meetings of the Association, notice of said meetings, quorums, and the presiding officer and attendance thereat.

6. **Duties and Powers of the Owners' Association.**

   (a) Subject to and in accordance with these Declarations, the Association shall have the responsibility of administering the Property, approving the annual budget, establishing and collecting all assessments applicable to the Property, and arranging for overall architectural control of the Property.

   (b) In addition to any powers set forth in Section 3.06(a) above, the Association shall have all of the powers of a Wyoming nonprofit corporation or other entity as formed, subject only to such limitations upon the exercise of such powers as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers granted to it by the laws of Wyoming or by this Declaration.

**ARTICLE IV**

**PROPERTY RIGHTS**

1. **Owners' Easements of Enjoyment:** Every owner shall have the right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

   (a) The right of the Association to charge reasonable fees for the use and maintenance of the Common Area, or any part thereof;

   (b) The right of the Association to suspend voting rights of, and the use of any of the Common Area by, any owner for any period during which any assessment against the Owner's lot is due but unpaid. Utilization of the Common Area and suspension of voting rights may be enforced for a period not to exceed one hundred eighty (180) days and for any infraction of the published rules and regulations of the Association.

   (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and upon such conditions as agreed to by the Members of the Association including assessment districts formed by the Owners; provided, however, no such dedication or transfer shall be effective unless a resolution has been
adopted by a two-thirds (2/3) vote of Members who cast votes in person or in proxy at a meeting duly called for such purposes.

2. Delegation of Use: Any Owner may delegate, in accordance with the Bylaws, his right and enjoyment to the Common Area to the members of his family, his tenants, invitees, guests or contract purchasers.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments: Developer, for each Lot or other parcel owned by it within the Property, hereby covenants, and the Owner(s) of each Lot or other parcel, his (their) heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase therefor, whether or not expressed in such deed or contract, is and shall be deemed to covenant and agree to pay to the Association:

(a) annual assessments or charges, and

(b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall constitute a charge on the land and shall be a continuing lien upon the Lot or other parcel (being deemed to be each parcel shown on the Subdivision plat if one is filed or upon each parcel sold by Developers) against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the owner of the Lot or other parcel at the time the assessment was due. The personal obligation for delinquent assessments shall not pass to his (their) successors in title unless expressly assumed by them, though the lien shall, in any event, continue as a charge against the Lot despite a transfer of title.

2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Property, for the improvement and maintenance of the Common Area, and to provide common utility services to Members, if so approved by said Members.

3. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy upon the Property, or any Lot therein, in any assessment year a special assessment applicable to that 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 upon the Common Area, including fixtures
and personal property related thereto. However, any such assessment for capital improvements shall have the assent of two-thirds (2/3) of the votes of the Members who cast votes in person or by proxy at a meeting duly called, and for which such capital improvements shall be limited to a common domestic water system, common sanitary sewer system, common drainage system, and/or common roadway system.

4. Notice and Quorum for Any Action Authorized Under Article V, Sections 1(b) and 3: Written notice of any meeting called for the purpose of taking any action authorized under Article V, Section 1(b) or Section 3 above shall be sent to all Members not less than 15 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all of the votes of the entire membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be thirty percent (30%) of all votes of the entire membership. No such subsequent meeting shall be held more than sixty (60) days following the meeting originally called for such purpose.

5. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate, except as hereinafter provided, for all Lots and may be collected on a monthly basis or such other basis as agreed upon by the Board of Directors; provided that the portion of the Association costs, both capital and operating, attributable to any water system shall be prorated among the parcels in accordance with a schedule based upon usage; it being recognized that all parcels will not benefit equally from a water system. It is further provided that the assessment for all parcels (including those annexed under Article X under which no residential improvements have been constructed shall be fixed at no more than one-third (1/3) of the assessment rate for other lots.

6. Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein shall commence, as to all Lots or parcels, on the first day of the month of January, 2000. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each parcel at least thirty (30) days in advance of each annual assessment period (which, unless changed by the Board of Directors, shall be the calendar year); provided, however, that failure of the Board to fix an assessment within the time provided therefor shall not preclude the Board from thereafter fixing an assessment for the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto at least fifteen (15) days prior to the due date. The due dates shall be established by the Board of Directors. The Association shall, upon demand of the Owner or a person authorized by the Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.
7. Effect of Nonpayment of Assessments; Remedies of the Association:

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

8. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any parcel shall not affect the assessment lien. However, the sale or transfer of any parcel pursuant to mortgage foreclosure of any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI
ENVIRONMENTAL COMMITTEE

1. Environmental Committee: To create and maintain a distinctive and harmonious contemporary community, which is sensitive and pro-active to the aesthetic features of the subdivision, there is hereby established an Environmental Committee. Before formation of the Association, the Environmental Committee shall be comprised of Karen Overton and A. L. Overton. After formation of the Association, the Environmental Committee ("Environmental Committee") shall mean the Board of Directors of the Association, as said Board of Directors is constituted by Developers when the Association is formed, and shall be constituted from time to time, in the future or a separate Environmental Committee composed of three (3) or more Members named by such Board of Directors. Said Environmental Committee shall have and exercise all the powers, duties, and responsibilities set forth in this instrument.

2. Approval by Environmental Committee: No improvements, including but not limited to, residential houses, barns or stables, swimming pools, tennis courts, ponds, flag poles, antennas, fences, walls, garages, drives, access roadways, parking areas, curbs and walks, shall be constructed or altered nor shall natural vegetation be altered or destroyed unless, and until, the plans and specifications for such construction or alteration, and natural vegetation restoration, be approved in writing by the Environmental Committee prior to the commencement of work. If the Environmental Committee fails to take action within thirty (30) days after plans for such work have been submitted, then all of such submitted plans shall be deemed to be approved, so long as such improvements comply with the restrictive covenants herein set forth as minimum restrictions. In the event the Environmental Committee disapprove the plans, the person or association submitting such plans may appeal to the next annual or special Association membership...
meeting. At such meeting a two-thirds (2/3) majority vote of the property owners casting votes in person or by proxy shall be required to overturn the decision of the Environmental Committee.

3. Variances: Where circumstances, such as topography, property lines, location of trees, vegetation, or other physical interference require, and/or the application or enforcement of these Declarations would create an unreasonable hardship upon the Owner, the Environmental Committee may, by a two thirds (2/3) majority vote, allow reasonable variances to the covenants herein contained.

4. General Requirements: The Environmental Committee shall exercise its best judgment with respect to all construction, landscape improvement and alterations within the Subdivision in an effort to provide improvements that are complimentary to the natural surroundings and existing structures with the visual design, materials, color, site location, height, topography, driveway, grade, and finished ground elevation. The Environmental Committee shall protect the seclusion of each home location from other sites insofar as possible. The Environmental Committee shall have the right to refuse to approve any building plans or specifications, or grading or landscaping plans which are not suitable or desirable, in the Committee’s opinion, for aesthetic or other reasons and in so passing upon such plans, specifications and grading and landscaping plans, the Environmental Committee shall have the right to take into consideration the suitability of the proposed building or other structure, and the materials of which it is to be built to the site upon which the same is to be erected, the harmony thereof with the surroundings, the typography of the land, and the effect of the building or other structure as planned on the outlook or view from the adjacent or neighboring property, and the structural design of the same. All subsequent additions to, changes or alterations in any building, fence, wall or other structure, including exterior color schemes, and all subsequent additions to, or changes or alterations in any landscaping, shall be subject to the prior written approval of the Environmental Committee.

5. Preliminary Approvals: Persons or associations who anticipate constructing improvements or causing improvements to be constructed within the Subdivision must own land in Whispering Pines Estates Subdivision; provided, however, that persons who contemplate the purchase of land may submit a preliminary design of improvements to the Environmental Committee for informal review. The Environmental Committee shall not be committed or bound by any informal review until complete design plans are submitted and approved or disapproved, but shall endeavor where practical to suggest such changes or alterations as may be required prior to final approval.

6. Plans: The Environmental Committee shall disapprove any plans submitted which are not sufficient for them to exercise the judgment required by these covenants.
7. **Environmental Committee Not Liable**: The Environmental Committee shall not be liable in damages to any person or association submitting any plans for approval, or to any owner or owners of lands within the Subdivision by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person or association acquiring the title to property in the Subdivision, or any person or association submitting plans to the Environmental Committee for approval, by so doing does agree and covenant that he or it will not bring action or suit to recover damages against the Environmental Committee, its members as individuals, advisors, employees, agents or developer.

8. **Written Records**: The Environmental Committee shall keep for at least two (2) years complete records of applications submitted to it (including one set of all architectural plans so submitted) and actions of approval or disapproval and other actions taken by it under the provisions of this instrument.

**ARTICLE VII**

**GENERAL RESTRICTIONS ON ALL LOTS AND TRACTS**

1. **Zoning Regulations**: No land within the Subdivision shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Natrona County, Wyoming.

2. **Uses**: Each Lot within the Subdivision shall be utilized for one single family residential site only. Other parcels may be dedicated by Developers for such uses as are compatible with single family residences. In the event that any said parcel is proposed for a non-single family residential use, Developer or any subsequent owner must first obtain the consent of the Environmental Committee, which consent shall not be unreasonably withheld. However, the Environmental Committee may impose limitations on the location, method of development, architectural style, and requirements for a buffer or other mitigation steps so as to insure that the development is compatible with existing uses within the subdivision and will not result in negative visual or environmental impacts on already existing development.

3. **Prohibited Activities**: Except that the entire dwelling on any Lot (and not a part thereof) in the area may be leased by the owner or owners thereof for rental income purposes, no business, commercial, or manufacturing enterprise, nor any mining or mineral extraction enterprise of any kind or nature, whether or not conducted for a profit, shall be operated, maintained or conducted on any Lot in the area or on any improvement erected or placed therein, nor shall any dwelling, or any part thereof, be used as a boarding or rooming house, nor shall any signs, billboards or advertising devices, except as hereinafter provided, be erected, placed or permitted to remain on any Lot in the area.
4. **Signs:** One "For Rent" or "For Sale" sign, which shall be no larger than six (6) square feet, shall be permitted. One entrance gate sign identifying the owner or occupant of the property, of a style and design as approved by the Environmental Committee, shall be permitted; otherwise, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain on any tract or lot.

5. **Animals and Livestock:** The allowance of animals and livestock upon the property shall be subject to the existing zoning and land use regulations of Natrona County, Wyoming, and may require the issuance of a Conditional Use Permit. Subject to said regulations, it shall be permissible for the owners of a Lot, in addition to household pets, to own and maintain on the lot one horse or one llama per each two (2) acres, or fraction thereof, owned by them. Except as herein specified, no other animals, livestock or pets shall be deemed a permissible use, unless approved by a two-thirds (2/3) majority vote of the Environmental Committee. In the event the Environmental Committee should determine that animals maintained on a Lot, even though permissible within this provision, have become or constitute a nuisance to other owners in the Subdivision, or have been allowed to overgraze all of the pasturage on the Lot, the Environmental Committee is granted the authority to restrict such use in such manner as it deems appropriate.

6. **No Re-subdivisions:** No Lot reflected on the recorded plat or sold by Developers as one Lot shall be re-subdivided into smaller tracts or lots nor conveyed or encumbered unless the entire Lot is so conveyed or encumbered; however, conveyances or dedications of easements for utilities or private lanes or roads may be made.

7. **Combining Tracts:** If two or more contiguous residential tracts are owned by the same owner or owners, they may be combined into one or more larger residential tracts by means of a written document executed, acknowledged and approved by the owner and the Environmental Committee, and recorded in the real property records of Natrona County, Wyoming. Thereafter, the new and larger Lot or tract shall each be considered as one Lot for the purpose of these covenants.

8. **Service Yards and Trash:** All clotheslines, service equipment, boats, motor homes, trailers, snowmobiles, snowmobile trailers, campers, house trailers, recreational vehicles, wagons, trucks, tractors, garden equipment, TV antennas, trash, woodpiles, or storage areas shall be screened by planting or fencing to conceal them from view of the main road (Mary Hester Road). Vehicles which are not in running condition or are in a state of disrepair shall not be parked anywhere on the Lot or on any street for a period of more than twenty-four (24) hours at any one time or as a repeated matter of practice. All refuse and trash shall be removed from all Lots and tracts not less frequently than bi-weekly and shall not be allowed to accumulate.
9. **Clothes Drying Area:** No portion of any Lot or Common Area shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on a lot.

10. **Fences:** All fences on road frontage and side fences running back along the property line or a point even with the front of the residential structure on said Lot shall be of wood rail or other suitable open wood construction approved by the Environmental Committee. The remaining side and back fences, if any, shall be wood rail or other suitable wood construction, or woven wire. Posts for all fences shall be spaced no more than a maximum of one (1) rod apart. All fences shall be maintained in a slightly condition by the owner thereof.

11. **Nuisances:** No obnoxious or offensive activity of any kind, commercial or otherwise, including specifically activities productive of noise, odors, or other objectionable manifestations, visual or otherwise shall be conducted on Lots nor shall anything be done which may be or become an annoyance or nuisance to those owning property anywhere in the subdivision.

12. **Common Area:** Nothing shall be altered in, constructed on or removed from, any of the Common Area except upon the written consent of the Association.

13. **Miscellaneous:** No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be stored on any property.

**ARTICLE VIII**

**RESTRICTIONS ON RESIDENTIAL TRACTS**

1. **Number and Location of Buildings:** No buildings or structures shall be placed, erected, altered or permitted to remain on any Lot other than:

   (a) one detached single-family dwelling;

   (b) an attached or detached garage; and

   (c) a service-type barn, stable or shed.

   No dwelling shall be placed, erected, altered or permitted to remain on any Lot or location except as permitted by the Environmental Committee.
2. **Minimum Setback Requirements**: Each building on a Lot shall have minimum setback distances measured from the lot lines to the nearest wall of such structure as follows:

(a) front and side setbacks - forty (40) feet;

(b) rear setback - twenty-five (25) feet.

3. **Square Footage**: The ground floor (1st floor) area of the single-family dwelling, exclusive of porches, carports or garages, shall not be less than 2,400 square feet for a one-story dwelling. Where a single-family dwelling contains more than one level (including split-level or tri-level) the total floor area (all floors) shall equal no less than 3000 square feet of floor space, and the floor area of at least one floor shall equal no less than 2000 square feet of floor space.

4. **Towers and Antennas**: No towers or radios or television antennas higher than three (3) feet above the highest roof line of the dwelling house shall be erected on any Lot, and all such towers and antennas must be attached to the dwelling.

5. **Landscape Development**: All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover within one (1) year after completion of construction. The owner of the disturbed property shall present a written proposal, as to suitable ground cover, to the Environmental Committee. Said written proposal, and all other landscape proposals, shall require the prior written approval of the Environmental Committee prior to implementation.

6. **Tanks**: Elevated (above ground level) tanks shall not be erected or permitted upon any Lot.

7. **Used or Temporary Structures**: No temporary house, mobile home, basement or trailer, or other structure of a nonpermanent nature shall be allowed on any Lot as a place of residence or habitation either permanently or temporarily, and no dwelling shall be occupied in any manner prior to its completion. Construction of any new residential structures or outbuildings shall be completed in no more than one (1) year from the date construction commences.

8. **Off-Street Parking**: Each dwelling shall be constructed with adequate off-street parking area for at least two automobiles per residential unit. No parking shall be allowed within the boundaries of any road right-of-way. No trailers, campers, motor- or mobile homes, boats, snowmobiles, snowmobile trailers or similar vehicles of any kind shall be allowed to be parked or stored on any Lot except in the rear portion thereof. Said vehicles shall be screened by planting or fencing to conceal them from view of neighboring lots, drives and roads. For purposes of this paragraph "rear portion" is defined as that portion
of a Lot which has as its front boundary a line parallel with the road fronting said lot and passing through the corner of the residence therefrom or, in the instance of a corner Lot, bordered by two roads, it shall be that portion having as its front boundary lines parallel with the road fronting such lot and running through the rear corner of the residence therefrom and a side boundary which shall be a line parallel to the side road and running through the corner of the residence nearest the side road.

9. **Sanitary Systems**: No sewerage disposal system shall be constructed, altered or allowed to remain or be used unless fully approved as to design, capacity, location and construction by all proper county and state health agencies.

10. **Land Uses**: No improvements nor any noxious activity shall be permitted on any residential Lot which is or might become a nuisance to adjoining Lots.

**ARTICLE IX**

**EASEMENTS**

1. **Utility Easements**: Developers hereby reserves to itself, its successors and assigns, perpetual easements within the Subdivision boundary, on and along ten (10) feet on either side of all property lines, and on, under and along all roadways, for the purpose of constructing, maintaining, operating, replacing, enlarging and repairing power, telephone, water, storm drainage, sewer, gas, and similar lines, pipes, wires, ditches and conduits for the benefit of the Property. This right is a perpetual right and shall not be modified by any future covenant changes; however, the location of the utility easements may be modified by the Board of Directors of the Association, with the approval of the utilities serving the area.

2. **Rights-of-Way**: Developers hereby reserves to itself, its successors and assigns, perpetual easements across the land in the Subdivision, along all roads presently in existence, or hereinafter constructed, for the purpose of constructing, maintaining and operating the roads. There shall be no construction of roads, bridges, driveways, paths or trails across any of such easements unless there shall be first installed thereon a culvert having a diameter of no less than eight (8) inches, or a bridge of equivalent clearance at each required point of drainage. Similarly there shall be no access roads installed or constructed into any of the lots unless and until there shall have first been installed a culvert having a diameter of no less than eight (8) inches to provide continuous drainage flow in the borrow pit adjacent to the main roads.

3. **Dedicated Roads and Maintenance**: At such time as the Developer has conveyed the Property to the Association, as provided in Article 1, Section 8 herein, the Association shall, after such transfer, assume all responsibilities and obligations of maintenance and improvements of roads, drives and lanes until such time as the said roadways may be transferred to and accepted by Natrona County, Wyoming, or such other
duly constituted governmental authority as may assume the maintenance responsibility for such roads for public purposes. Until transfer to the Association, maintenance of said roadways shall be borne by the parties using said roads in proportion to their use. In the event the parties cannot agree upon whether any proposed maintenance is necessary and/or the proportion of contribution, the matter shall be submitted to the Environmental Committee for decision. A decision of the Environmental Committee reached by a majority of the members to said committee shall be binding and non-reviewable, and shall in no way impose liability on the members of said committee for their decision.

4. Water System Easement: Developer reserves unto itself, its successors and assigns, and the Association, the right of access to drill for water and a permanent easement to locate a water well or water collection system, lay a distribution line therefrom to the Lot line of that parcel, and to operate and maintain said system on any part of the Property, subject to the following conditions:

(a) The location of any such well and/or any surface installation or water collection system shall not be closer than 50 feet to any buildings.

(b) All work done in developing the water well or water collection system and distribution lines shall be done in such a manner as will cause the least amount of disturbance to Owner's use of his Lot. Upon completion, Developer or the Association shall move promptly to reclaim the surface and shall compensate the owner for any other damage done to his property.

ARTICLE X
WATER RIGHTS AND WATER USE

1. Water Rights. Developers have obtained two water permits from the State of Wyoming Board of Control to use approximately 25 gallons of water per minute from a spring source on Lot 4 (hereinafter the "Spring"). Permit number 31971 was granted on July 2nd, 1998 and permit number 72477 was granted on December 12th, 1999. Each permit has three points of use, for a total of six points of use. However, three of the points of use have a higher priority than the remaining three points of use, based on time of filing. Developers hereby declare that all six points of use will be perpetually treated as having the same priority, and that any and all water use, and any and all future increase or decrease in water use will be shared equally between all six (6) Lots, regardless of priority. Said water rights are subject to a 3-gallon per minute priority for the benefit of the owners of adjacent land presently owned by the Homer Lathrop Family, and the Nicolaison Family Trust, and upon which is located a mountain cabin.

2. Water Use. It is the intent of the Developer to distribute the water described above in this Article X, Section 1, through a water distribution system, to each Lot. Periodically, but not less frequently than annually, the Association shall establish the maximum quantity of water available for distribution, on a monthly basis, to all six (6) Lots in the subdivision, as determined by the water rights for the Spring, and as interpreted by
the Association. Each Lot shall then be allocated an equal quantity of water, on a monthly basis (hereinafter the “Maximum Allocated Quantity”). Each Lot Owner shall be required to meter the quantity of water used on said Lot, on a monthly basis, which metering shall be monitored by the Association. Any water use by a Lot Owner, over the Maximum Allocated Quantity per month allowed by said Lot, shall be assessed a penalty to the Lot Owner on a per gallon basis, which such penalty shall be established by the Association.

ARTICLE XI
ENFORCEMENT

1. Enforcement Actions: The Environmental Committee shall have the right to prosecute any action enforcing the provisions of all covenants by injunctive relief, on behalf of itself and all or part of the Whispering Pines Estates Owners. In addition, each owner shall have the right to prosecute for injunctive relief and for damages by reason of any covenant violation.

2. Limitations on Actions: In the event any construction, alteration or site landscape work is commenced upon any portion of the Subdivision in violation of these covenants and no action is commenced to restrain such violation within ninety (90) days after the violation is recognizable, then injunctive or equitable relief shall be denied, but action for damages shall still be available to any party aggrieved. Said ninety (90) day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

ARTICLE XII
REGISTRATION BY OWNER OF MAILING ADDRESS
AND PROOF OF OWNERSHIP

1. Registration with Owners' Association: Each Owner shall register its mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid and addressed in the name of the Owner of such registered mailing address. Except for those Persons who initially purchase a portion of the Property from the Developers, every person or entity shall, immediately upon becoming an Owner, furnish to the Association a photocopy or certified copy of the recorded instrument vesting in that Person such Ownership, which instrument shall remain in the files of the Association, and the Association shall be entitled to rely upon such instrument to determine ownership and voting rights within the Property.

ARTICLE XIII
GENERAL PROVISIONS
1. **Not a Public Dedication.** Nothing contained in these Declarations will be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention that these Declarations will be strictly limited to and for the purpose expressed herein.

2. **Savoirability.** If any clause, sentence, or other portion of the terms, covenants, and restrictions of these Declarations becomes illegal, null, or void for any reason, or be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

3. **Dominant and Servient Estates.** Each and all of the easements and rights granted or created here are appurtenances to the applicable portions of the Property and none of the easements and rights may be transferred, assigned, or encumbered except as an appurtenance to such portions. For the purposes of the easements and rights, the portions of the Property beneficial will constitute the dominant estate, and the portions of the Property that, respectively, is burdened by such easements and rights will constitute the servient estate.

4. **Covenants Run With Land.** Each and all of the covenants, restrictions, and provisions contained in these Declarations (whether affirmative or negative in nature) (a) are made for the direct, mutual, and reciprocal benefit of each Lot; (b) will create mutual equitable servitudes upon each Lot in favor of the land benefited; (c) will bind every Person having any fee, leasehold, or other interest in any portion of the Property at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction, or provision in question, or that the covenant, restriction, or provision is to be performed on such portion; and (d) will inure to the benefit of the parties and their respective successors and assigns as to their respective Lots.

5. **Discharge of Rights and Duties Upon Transfer.** In the event of assignment, transfer or conveyance of the whole of the interest of any Person in and to any Lot in which such Person has an interest, without retaining any beneficial interest other than under the terms of a deed of trust or mortgage, without simultaneously acquiring a new interest on such Lot by way of leasehold, life estate, or other possessor of interest, then the powers, rights, and interest conferred on such Person will be deemed assigned, transferred, or conveyed to such transferee, assignee, or grantee; the obligations will be deemed assumed by such transferee, assignee, or grantee with interest so acquired; and the duties, obligations, and rights of the Person so transferring the interest shall be discharged.

6. **Headings.** The caption headings of the various sections of these Declarations are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective sections.

7. **Exhibits.** All exhibits referred to herein and attached hereto are a part of these Declarations.
8. Effect and Duration of Declarations. The conditions, restrictions, stipulations, agreements and covenants contained herein shall run with the land, and shall be for the benefit of and binding upon each Lot in the Subdivision, and upon each Owner of property therein, his successors, representatives and assigns and shall continue in force and effect in perpetuity.

9. Amendment: If the Developers own any real property or interests therein that are part of the Property, the conditions, restrictions, stipulations, agreements and covenants contained in these Declarations may be amended or terminated by an instrument in writing (a) executed and acknowledged by the Developers and by Owners of more than one-half of the Lots in the Property other than any Lots then owned by the Developers and (b) placed of record in the real property records of the Clerk and Recorder of Natrona County, Wyoming. If the Developers do not own any real property or interests therein that are part of the Property, the conditions, restrictions, stipulations, agreements and covenants contained in these Declarations may be amended or terminated by an instrument executed and acknowledged by Owners of not less than two-thirds of the Lots in the Property and placed of record in the real property records of the Clerk and Recorder of Natrona County, Wyoming. Any such amendment shall be ineffective until it shall have been placed of record in the office of the Clerk and Recorder of Natrona County, Wyoming. Amendments made pursuant to the provisions of this Section 13.9 shall inure to the benefit of and be binding upon all real property and interests therein that are part of the Property. A certificate of a title insurance company qualified to do business in the State of Wyoming or of a licensed abstract company showing record ownership of the Property shall be conclusive evidence of such ownership and status for voting purposes.

4. Enforcement: If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for the Association or any person or persons owning real property in the Subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages actual and punitive for such violations.

5. Annexation: Subsequent annexations of residential property and/or Common Area shall be subject to the following restrictions:

(a) Additional residential property and Common Area may be annexed to the Properties and thereby subjected to the jurisdiction of the Association with the consent of two thirds (2/3) of the Members.

(b) Upon a merger or consolidation of the Association with another association as provided in the Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association by the surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the covenants and
restrictions established by the Declaration within the properties together with the Covenants and Restrictions established on any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the properties except as may be herein provided.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 11 day of June, 1999.

Alpine Properties, LLC.

By: Karen R. Overton, Mgr.
    A. L. Overton, Manager

STATE OF COLORADO

COUNTY OF ARAPAHOE

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The foregoing instrument was acknowledged before me by Karen R. Overton and Overton, as Managers of Alpine Properties, LLC. on this 11 day of June, 1999. I have received the same.

Notary Public

expires: 1-22-68

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EXHIBIT "A"


LEGAL DESCRIPTION

Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6,
Whispering Pines Estates Subdivision
(A Subdivision of a part of the North half of the Southwest quarter of Section 4, and the
Northeast quarter of the Southeast quarter of Section 5, Township 32 North, Range 79
West of the Sixth Principal Meridian)
Natrona County, Wyoming.