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2009-3601 Park County WY 5/7/2009 11:10 AM Fees: $47.00

CONDITIONS AND PROTECTIVE COVENANTS FOR BEARTOOTH VALLEY SUBDIVISION

WHEREAS, the undersigned owner of all real property described upon Final Plat for Beartooth Valley Subdivision, which is hereby incorporated by this reference and which is referred to herein as Beartooth Valley Subdivision, and

WHEREAS, the undersigned owner of the parcels in Beartooth Valley Subdivision wish to establish restrictions, conditions and protective covenants for said parcels, and

NOW THEREFORE, the restrictions, conditions and protective covenants for Beartooth Valley Subdivision are hereby established in their entirety to read as follows:

ARTICLE I
USE OF PROPERTY

A. All parcels contained in the above-described property shall be used exclusively for the purpose of single family residences and agricultural purposes associated with farming of land.

B. Retail or commercial uses other than farming of any description shall be prohibited. No building, rental unit or structure intended for business purposes and no apartment house, duplex, lodging house, rooming house, bed and breakfast, hospital sanatorium or any multiple family dwelling shall be erected, placed, permitted or maintained on any of the property herein-above described or any part thereof. No manufacturing, commercial business or other enterprises, whether or not conducted for profit, shall be operated, maintained or conducted on any parcel within Beartooth Valley Subdivision or in any structure erected or placed thereon,

provided however, that this provision shall not preclude the buying and selling of livestock, however, all restrictions on numbers of animals as set forth in Article III shall remain in full force and effect. Owners may maintain home offices for professional, personal services or artistic endeavors, provided it is conducted entirely within a dwelling and carried on by inhabitants living there; such use shall be clearly secondary and incidental to the use of the dwelling for residential purposes.

C. There shall not be erected on any part of Beartooth Valley Subdivision any building in which shall be carried on any offensive, noxious or detrimental activities, nor shall any portion of Beartooth Valley Subdivision be used for any purpose that, as a matter of common experience, tends to create a nuisance.

D. No parcel within Beartooth Valley Subdivision may be further divided for any purpose.

ARTICLE II
STRUCTURES PERMITTED

A. No mobile, manufactured, modular homes or buildings shall be permitted even on a temporary basis, except during construction of a home on the property, not to exceed a total of twelve (12) months.

B. Construction of residences may be frame or log and the exterior of all structures shall be either stone, wood, manufactured wood products, brick or any other similar system of comparable quality. No metal or vinyl siding of any nature shall be permitted for residences, except for soffit and fascia. Painting or staining shall bear or reflect earth tone colors consistent with the blending with the natural environment. All outbuilding exterior siding and roofing must meet the siding and

roofing requirements herein stated, except that metal and vinyl siding may be used for outbuildings. Additionally, outbuildings may not be plain square shed-type buildings, but must have approved character such as roof overhangs, distinct windows and door framing, etc. Non-glare metal roofs will be permitted and the roof color will be limited to those tones which blend in with the sandstone features and natural vegetation of the area, provided however, that blue and red roofs shall be prohibited.

C. Residence roof pitch must be a minimum of a 5-inch rise for each 12- inch run. Outbuilding roof pitch must be a minimum of a 4-inch rise for each 12-inch run.

D. Residences erected upon the property shall have a minimum size of One Thousand (1,000) square feet of ground floor living area, exclusive of porches, patios, basements or garages. For any residences which are two-story structures, the first floor must have a minimum of Eight Hundred (800) square feet and the second floor must have a minimum of Two Hundred (200) square feet. Any structure located in the Beartooth Valley Subdivision shall have a minimum side setback of eighty (80) feet from the property line boundaries, a minimum front setback of One-Hundred (100) feet from the property line boundaries, and a minimum back setback of fifty (50) feet from the property line.

E. No building shall be erected or structurally altered to exceed two (2) stories above ground level, exclusive of any basement.

F. All dwelling and other buildings to be erected on the property herein above described shall be new construction of good quality workmanship and materials.

G. No buildings or structures, including but not limited to, storage and tool sheds shall be moved onto any parcel; excepting therefrom, premade storage sheds.

H. All construction and alterations shall be pursued with reasonable diligence and shall be completed within one year from the date of commencement, which shall be the date excavation is initiated or thirty days following the placement of construction equipment or materials upon the residential site, whichever shall first occur.

I. All approved exterior finishes of residences and garages must be completed before the residence is occupied.

J. Each parcel owner shall be responsible for any culverts, if needed, and for maintenance of their own driveway and approach in addition to their parcel maintenance.

K. Any propane tank installed on a parcel must be buried beneath ground level or hidden within a solid fenced area.

L. Guest cabins may be built and shall be a minimum of 400 square feet and meet all other requirements of a residential structure set forth herein.

ARTICLE III
PETS AND LIVESTOCK

A. Residents shall be entitled to keep and maintain domestic dogs and cats on their property, provided that not more than a total four (4) dogs and four (4) cats will be allowed per parcel. ALL PETS MUST BE CONFINED TO THEIR PARCEL AND SHALL NOT BE ALLOWED TO RUN FREE. ALL PETS KEPT SHALL BE CONTROLLED AND MAINTAINED SO AS NOT TO BECOME OFFENSIVE OR A

NUISANCE TO THEIR NEIGHBORS. Additionally, commercial kennels are prohibited.

B. Residents shall be permitted to keep and maintain horses, mules, llamas, goats, rabbits cows or lambs for domestic purposes on their parcels. Owners shall be permitted a total of five (5) such animals per 5 acre or parcel. For parcels less then 5 acres only three (3) such animals will be allowed.

C. The owners and occupants shall be permitted to keep and maintain suitable barns or stables for any such animals kept for domestic purposes. All such structures shall be built and maintained under the requirements of Article II.

ARTICLE IV
FENCING

All fencing within Beartooth Valley Subdivision will have a maximum fence height of six (6) feet. No fencing is allowed over six feet in height.

ARTICLE V
UTILITIES AND SERVICES

A. No public or communal domestic sewer or water is provided to any parcel.

B. No residence shall be occupied on any parcel within the above-described property until there is installed for the use of such residence, a sanitary sewage disposal system which is in compliance with state and county standards consisting of approved septic tank and disposal field, with related facilities or substitute comparable facilities approved by state and/or county authorities. Under no circumstances shall there be constructed or maintained on any parcel an outside privy or toilet, except during construction for no longer than a total of twelve (12) months. The undersigned shall not be held responsible or liable for any injury or

damages to the persons or property of any parcel owner, his or her family or friends, invitees, heirs or assigns, arising out of the construction, use or maintenance of any such sewage disposal system.

C. Installation of water, sewer or utility lines, including power and telephone lines within the respective parcels shall be at the expense of the parcel owner. All newly installed utility lines, cable and pipes shall be installed underground. All claims for damages, if any, arising out of the construction, maintenance or repair of the utilities, or on account of temporary or other inconvenience caused thereby, against the undersigned are waived by all owners.

D. No mercury vapor lights shall be permitted on any parcel. Any light used to illuminate signs, parking areas or for other purposes shall be arranged so as not to be offensive or a nuisance to other parcel owners.

E. All parcels within the above-described lands are subject to rights-of-way and easements for the repair, replacement, installation and maintenance of all existing roads, water lines, pipelines, power lines, telephone lines and any other utilities, including all such easements and rights-of-way shown on said record of survey.

F. All easements and rights-of-way herein set forth and described and established in the record of survey shall be private easements and rights-of-way for the sole and exclusive use of the owners of the various parcels described in the record of survey and their respective families, invitees, agents, employees, heirs, successors and assigns.

ARTICLE VI
EASEMENTS

A. All easements are to remain unobstructed to the intended use of that easement, including any and all roadways, utility and irrigation easements. However, each parcel owner shall perform normal maintenance over any easement which crosses their parcel to preserve the attractive appearance of that area.

B. All parcel owners are responsible for maintaining the access into their property in Beartooth Valley Subdivision.

ARTICLE VII
ARCHITECTURAL REVIEW

A. For the purpose of preserving the natural beauty and enhancing the property values and to insure the development of the lands within Beartooth Valley Subdivision as an area of high standards, the undersigned reserves unto the Architectural Review Committee hereinafter provided the power to control the design of buildings, structures and all other improvements or alterations thereto placed on each parcel.

B. The Architectural Review Committee shall be composed of Gary Hogeboom of Clark, Wyoming. In the event Gary Hogeboom is unable to serve for any reason, Jake Hogeboom of Cody, Wyoming may serve instead. When sixty-five percent (65%) all parcels have been sold by the undersigned, the members of the Homeowners Association shall elect, pursuant to its Bylaws, a three (3) member Architectural Review Committee, each position to be held by a parcel owner for a two-year term. Each member of the Architectural Review Committee shall serve in the same manner and be replaced, if necessary, in the same manner as an officer of

and member of the Beartooth Valley Subdivision Homeowner's Association.

C. Neither the undersigned or any future member of the Architectural Review Committee, nor any agent thereof, shall be responsible in any way for the defects of any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done in accordance to such plans and specifications.

D. There shall be submitted to the Architectural Review Committee a complete set of plans and specifications of any and all improvements, erection or alterations which are desired. No structures or improvements of any kind shall be erected, placed or maintained upon any parcel unless and until the final plans, elevations and specifications thereof have received such written approval as herein provided. Such plans shall include parcel plans showing the location on the parcel of the building, fence or other structure proposed to be constructed, altered or maintained, together with the proposed color scheme for roofs and exteriors.

E. The Architectural Review Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid in the event such plans, specifications and details are not in accordance with all of the provisions of this declaration, if the design or color schemes of the proposed building or other structures is not in harmony with the general surroundings of such parcel or with the adjacent buildings or structures, if the plans and specifications or details, or any part thereof, are contrary to the interest, welfare or rights of all or any part of the real property subject hereto, or the owners thereof, all in the sole discretion of the Architectural Review Committee. The decision of the Architectural Review Committee shall be final.

F. Members of the Architectural Review Committee shall not be liable for acts or omissions done in their official capacity in good faith.

ARTICLE VIII
VEHICLES AND EQUIPMENT

A. No commercial vehicles, construction or like equipment, commercial trailers of any kind, buses, other items of the same or similar nature to those named herein shall be allowed or permitted to remain on any portion of any parcel within the above-described property for a period greater than seventy-two (72) hours unless said vehicle, equipment or trailer shall be enclosed in a garage, carport, barn or similar structure which is in full compliance with all of the provisions of the foregoing covenants, or unless in active use for construction purposes.

B. A total of three (3) operable horse trailers, tractors, campers, recreational vehicles, boats, snowmobiles, two-, three- or four-wheel motor vehicles or all-terrain vehicles may be parked on any parcel so long as they are currently licensed and registered, if required by State law, and so long as they are parked either along side or behind a permanent structure on the parcel. Snowmobiles and other wheeled motor vehicles that are collectively sitting on a trailer shall be considered as only one vehicle. Any other outdoor equipment shall be stored inside a permanent structure or shall be screened from view from adjacent parcels and roadways.

C. No inoperative vehicle, equipment or trailer shall be placed on any parcel unless said vehicle, equipment or trailer shall be enclosed in a garage, barn or similar structure which is in full compliance with all of the provisions of the foregoing covenants.

D. Nor shall any vehicle of any nature be parked along Beartooth Valley Subdivision roads, unless in active use for construction purposes.

ARTICLE IX
OFFENSIVE ACTIVITIES

A. Each parcel shall be kept in a clean and sightly condition at all times. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any parcel if they are visible from any neighboring parcel or road, except as necessary during a period of construction.

B. No obnoxious or offensive activities shall be carried on upon any parcel, nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to the neighborhood. Any noise or odor which will or might disturb the peace, quiet, comfort or serenity of the occupants of nearby parcels will not be allowed.

C. All manure from livestock must be taken care of so as not to create any unsightly or sanitary problems.

ARTICLE X
MISCELLANEOUS

A. GARBAGE. No parcel or any portion thereof shall be used or maintained as a dumping ground for rubbish, trash or garbage, and all other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be the responsibility of the owner. It is the responsibility of the owner or occupant to remove any and all rubbish, trash or garbage at reasonable times so it shall not become offensive to the neighbors. There will be no outdoor burning of trash allowed.

B. SIGNAGE. No signs of any kind or character shall be displayed on any parcel except signs not exceeding six (6) square feet advertising the premises for sale. No sign shall be illuminated or electrified.

C. FIREARMS. The use of firearms in the Beartooth Valley Subdivision shall be done so as to not create a nuisance to other property owners. Target practice, sighting of rifles and skeet shooting within the boundaries of any parcel within the above-described property is prohibited.

D. SEWAGE DISPOSAL. Septic tanks with drain fields or ecologically superior methods shall be used for sewage disposal. All sewage systems must be in accordance with all applicable county, state and federal regulations.

E. WEED CONTROL. Each owner or occupant of a parcel shall regularly mow or otherwise destroy weeds which may grow upon such parcel before weeds become unsightly. No owner or occupant shall allow or permit any noxious weeds to grow or ripen upon any parcel.

ARTICLE XI
RELEASE OF LIABILITY

A. By virtue of purchasing any parcel, either by deed or contract for deed, each buyer, their heirs and assigns, hereby accept the condition of their property "as is" and release and forever hold harmless the undersigned from any liability, including but not limited to liability for further construction of any road, utility lines or fencing.

ARTICLE XII
ENFORCEMENT PROVISIONS

A. BINDING EFFECT OF THIS DECLARATION. Each purchaser and grantee of each of the parcels contained in the above-described property which are subject to

these covenants, reservations and restrictions, by acceptance of a Deed conveying title thereto do accept such title upon and subject to each of all of the provisions, restrictions, conditions, easements, covenants, agreements, liens, charges, associations and similar limitations herein contained and by such acceptance shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the undersigned owners and to and with the grantees and subsequent owners of each of said parcels within the above-described property to keep, observe and comply with and perform said provisions, restrictions, conditions, easements, covenants, association, agreements, liens and charges.

B. CAPTIONS. The captions of the various paragraphs herein are for convenience only and are not a part of these covenants, restrictions and conditions and do not in any way limit or amplify the terms and provisions hereof.

C. TERM. All provisions, conditions, covenants, restrictions, easements, agreements, reservations, liens and charges set forth herein shall continue and remain in full force and effect at all times against all of said parcels and the owners and occupants thereof, subject to the right of change or modification provided herein above and shall remain in effect for a period of twenty-five (25) years from and after the date hereof and shall remain in full force and effect thereafter for successive ten (10) year periods unless the terms and provisions are changed, modified, annulled or abrogated, in whole or in part by a written, duly recorded agreement executed by the then-owners of 75 percent of the parcels of Beartooth Valley Subdivision.

D. AMENDMENTS OR MODIFICATIONS. Any and all of the provisions of this Declaration of Restrictions, Conditions and Covenants may be annulled, amended or modified by the filing in the office of the County Clerk, Park County, Wyoming, an instrument setting forth such annulment, amendment or modification executed by the then-owner or owners of record within the above-described 75 percent of the parcels within Beartooth Valley Subdivision.

E. BEARTOOTH VALLEY SUBDIVISION HOMEOWNERS ASSOCIATION. The owners of each parcel within Beartooth Valley Subdivision shall automatically be entitled to a membership in the Beartooth Valley Subdivision Homeowner Association. Members shall be governed by the Bylaws, rules, regulations and assessment of the Association. From time to time, the Association may assess the members for the purpose of road or irrigation system maintenance and fees charged by the Water Master or his designee for irrigation of the parcels. The Association shall have and retain a lien against the property of each owner who shall fail to pay such owner assessment at the time and in the manner prescribed by the Association. Such lien may be foreclosed in the same manner as a mechanic's lien under the laws of the State of Wyoming.

F. INVALIDATION. In the event any one or more of these covenants herein contained is rendered invalid or unenforceable/enforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall, nonetheless, remain in full force and effect for and during the full term hereof.

G. ENFORCEMENT/ATTORNEY FEES AND COSTS. The Beartooth Valley Subdivision Homeowners Association or any parcel owner may enforce compliance with the provisions hereof by commencing an action for injunction for remedial

measures, damages or foreclosure or for all such remedies or any other legal or equitable remedies authorized under the laws of the State of Wyoming against any owner or occupant of any parcel who violates any of the covenants herein contained or any rules, regulations, Bylaws or assessment of the Homeowners Association herein. The owner of any parcel who violates or breaches any covenant, rules, regulations, Bylaws or assessments of the Homeowners Association herein established shall pay all costs, including reasonable attorney's fees, incurred by any person or persons or Association who shall commence the legal proceeding to enforce any of the provisions hereof or any of the rules, regulations, assessments or Bylaws of any Homeowners Association herein named.

IN WITNESS WHEREOF, the parties have executed this Declaration of Restrictions, Conditions and Protective Covenants this 24th day of April, 2009.

Gary Hogeboom, the record owner of more than seventy-five percent of the parcels within the Beartooth Valley Subdivision:

GARY HOGEBOOM

STATE OF WYOMING)
)ss.
COUNTY OF PARK)

The above and foregoing instrument was acknowledged before me this 6th day of April 2009~~2008~~, by Gary Hogeboom.

WITNESS my hand and official seal.

Notary Public

ANNIE NESS NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES JULY 10, 2012

My ~~Commission Expires~~ July 10, 2012

2009-7620 Park County WY 9/4/2009 10:05 AM Pg: 1 of 14 Fees: $47.00

AMENDMENT NO. 1
TO
CONDITIONS AND PROTECTIVE COVENANTS
FOR
BEARTOOTH VALLEY SUBDIVISION

WHEREAS, the undersigned owner of all real property described upon Final Plat for Beartooth Valley Subdivision, which is hereby incorporated by this reference and which is referred to herein as Beartooth Valley Subdivision, and

WHEREAS, the undersigned owner of the parcels in Beartooth Valley Subdivision wish to establish restrictions, conditions and protective covenants for said parcels, and

NOW THEREFORE, the restrictions, conditions and protective covenants for Beartooth Valley Subdivision are hereby established in their entirety to read as follows:

ARTICLE I
USE OF PROPERTY

A. All parcels contained in the above-described property shall be used exclusively for the purpose of single family residences and agricultural purposes associated with farming of land.

B. Retail or commercial uses, other than farming or rental of primary residence or guest house, of any description shall be prohibited. No building, rental unit or structure intended for business purposes and no apartment house, duplex, lodging house, rooming house, hospital sanatorium or any multiple family dwelling shall be erected, placed, permitted or maintained on any of the property herein-above described or any part thereof. No manufacturing, commercial business or

other enterprises, whether or not conducted for profit, shall be operated, maintained or conducted on any parcel within Beartooth Valley Subdivision or in any structure erected or placed thereon, provided however, that this provision shall not preclude the buying and selling of livestock, however, all restrictions on numbers of animals as set forth in Article III shall remain in full force and effect. Owners may maintain home offices for professional, personal services or artistic endeavors, provided it is conducted entirely within a dwelling and carried on by inhabitants living there; such use shall be clearly secondary and incidental to the use of the dwelling for residential purposes.

C. There shall not be erected on any part of Beartooth Valley Subdivision any building in which shall be carried on any offensive, noxious or detrimental activities, nor shall any portion of Beartooth Valley Subdivision be used for any purpose that, as a matter of common experience, tends to create a nuisance.

D. No parcel within Beartooth Valley Subdivision may be further divided for any purpose.

ARTICLE II
STRUCTURES PERMITTED

A. No mobile, manufactured, modular homes or buildings shall be permitted even on a temporary basis, except during construction of a home on the property, not to exceed a total of twelve (12) months.

B. Construction of residences may be frame or log and the exterior of all structures shall be either stone, wood, manufactured wood products, brick or any other similar system of comparable quality. No metal or vinyl siding of any nature shall be permitted for residences, except for soffit and fascia. Painting or staining

shall bear or reflect earth tone colors consistent with the blending with the natural environment. All outbuilding exterior siding and roofing must meet the siding and roofing requirements herein stated, except that metal and vinyl siding may be used for outbuildings. Additionally, outbuildings may not be plain square shed-type buildings, but must have approved character such as roof overhangs, distinct windows and door framing, etc. Non-glare metal roofs will be permitted and the roof color will be limited to those tones which blend in with the sandstone features and natural vegetation of the area, provided however, that blue and red roofs shall be prohibited.

C. Residence roof pitch must be a minimum of a 5-inch rise for each 12- inch run. Outbuilding roof pitch must be a minimum of a 4-inch rise for each 12-inch run.

D. Residences erected upon the property shall have a minimum size of One Thousand (1,000) square feet of ground floor living area, exclusive of porches, patios, basements or garages. For any residences which are two-story structures, the first floor must have a minimum of Eight Hundred (800) square feet and the second floor must have a minimum of Two Hundred (200) square feet. Any structure located in the Beartooth Valley Subdivision shall have a minimum side setback of eighty (80) feet from the property line boundaries, a minimum front setback of One-Hundred (100) feet from the property line boundaries, and a minimum back setback of fifty (50) feet from the property line.

E. No building shall be erected or structurally altered to exceed two (2) stories above ground level, exclusive of any basement.

F. All dwelling and other buildings to be erected on the property herein

above described shall be new construction of good quality workmanship and materials.

G. No buildings or structures, including but not limited to, storage and tool sheds shall be moved onto any parcel; excepting therefore, premade storage sheds.

H. All construction and alterations shall be pursued with reasonable diligence and shall be completed within one year from the date of commencement, which shall be the date excavation is initiated or thirty days following the placement of construction equipment or materials upon the residential site, whichever shall first occur.

I. All approved exterior finishes of residences and garages must be completed before the residence is occupied.

J. Each parcel owner shall be responsible for any culverts, if needed, and for maintenance of their own driveway and approach in addition to their parcel maintenance.

K. Any propane tank installed on a parcel must be buried beneath ground level or hidden within a solid fenced area.

L. Guest cabins may be built and shall be a minimum of 400 square feet and meet all other requirements of a residential structure set forth herein.

ARTICLE III
PETS AND LIVESTOCK

A. Residents shall be entitled to keep and maintain domestic dogs and cats on their property, provided that not more than a total four (4) dogs and four (4) cats will be allowed per parcel. ALL PETS MUST BE CONFINED TO THEIR PARCEL AND SHALL NOT BE ALLOWED TO RUN FREE. ALL PETS KEPT SHALL BE

CONTROLLED AND MAINTAINED SO AS NOT TO BECOME OFFENSIVE OR A NUISANCE TO THEIR NEIGHBORS. Additionally, commercial kennels are prohibited.

B. Residents shall be permitted to keep and maintain horses, mules, llamas, goats, rabbits, cows or lambs for domestic purposes on their parcels. Owners shall be permitted a total of five (5) such animals per 5 acre parcel. For parcels less then 5 acres only three (3) such animals will be allowed.

C. The owners and occupants shall be permitted to keep and maintain suitable barns or stables for any such animals kept for domestic purposes. All such structures shall be built and maintained under the requirements of Article II.

ARTICLE IV
FENCING

All fencing within Beartooth Valley Subdivision will have a maximum fence height of six (6) feet. No fencing is allowed over six feet in height.

ARTICLE V
UTILITIES AND SERVICES

A. No public or communal domestic sewer or water is provided to any parcel.

B. No residence shall be occupied on any parcel within the above-described property until there is installed for the use of such residence, a sanitary sewage disposal system which is in compliance with state and county standards consisting of approved septic tank and disposal field, with related facilities or substitute comparable facilities approved by state and/or county authorities. Under no circumstances shall there be constructed or maintained on any parcel an outside privy or toilet, except during construction for no longer than a total of twelve (12) months. The undersigned shall not be held responsible or liable for any injury or

damages to the persons or property of any parcel owner, his or her family or friends, invitees, heirs or assigns, arising out of the construction, use or maintenance of any such sewage disposal system.

C. Installation of water, sewer or utility lines, including power and telephone lines within the respective parcels shall be at the expense of the parcel owner. All newly installed utility lines, cable and pipes shall be installed underground. All claims for damages, if any, arising out of the construction, maintenance or repair of the utilities, or on account of temporary or other inconvenience caused thereby, against the undersigned are waived by all owners.

D. No mercury vapor lights shall be permitted on any parcel. Any light used to illuminate parking areas or for other purposes shall be arranged so as not to be offensive or a nuisance to other parcel owners.

E. All parcels within the above-described lands are subject to rights-of-way and easements for the repair, replacement, installation and maintenance of all existing roads, water lines, pipelines, power lines, telephone lines and any other utilities, including all such easements and rights-of-way shown on said Final Plat.

F. All easements and rights-of-way herein set forth and described and established in the Final Plat shall be private easements and rights-of-way for the sole and exclusive use of the owners of the various parcels described in the Final Plat and their respective families, invitees, agents, employees, heirs, successors and assigns.

ARTICLE VI
EASEMENTS

A. All easements are to remain unobstructed to the intended use of that easement, including any and all roadways, utility and irrigation easements. However, each parcel owner shall perform normal maintenance over any easement which crosses their parcel to preserve the attractive appearance of that area.

B. All parcel owners are responsible for maintaining the access into their property in Beartooth Valley Subdivision.

ARTICLE VII
ARCHITECTURAL REVIEW

A. For the purpose of preserving the natural beauty and enhancing the property values and to insure the development of the lands within Beartooth Valley Subdivision as an area of high standards, the undersigned reserves unto the Architectural Review Committee hereinafter provided the power to control the design of buildings, structures and all other improvements or alterations thereto placed on each parcel.

B. The Architectural Review Committee shall be composed of Gary Hogeboom of Clark, Wyoming. In the event Gary Hogeboom is unable to serve for any reason, Jake Hogeboom of Cody, Wyoming may serve instead. When sixty-five percent (65%) all parcels have been sold by the undersigned, the members of the Homeowners Association shall elect, pursuant to its Bylaws, a three (3) member Architectural Review Committee, each position to be held by a parcel owner for a two-year term. Each member of the Architectural Review Committee shall serve in the same manner and be replaced, if necessary, in the same manner as an officer of

and member of the Beartooth Valley Subdivision Homeowner's Association.

C. Neither the undersigned or any future member of the Architectural Review Committee, nor any agent thereof, shall be responsible in any way for the defects of any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done in accordance to such plans and specifications.

D. There shall be submitted to the Architectural Review Committee a complete set of plans and specifications of any and all improvements, erection or alterations which are desired. No structures or improvements of any kind shall be erected, placed or maintained upon any parcel unless and until the final plans, elevations and specifications thereof have received such written approval as herein provided. Such plans shall include parcel plans showing the location on the parcel of the building, fence or other structure proposed to be constructed, altered or maintained, together with the proposed color scheme for roofs and exteriors.

E. The Architectural Review Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid in the event such plans, specifications and details are not in accordance with all of the provisions of this declaration; if the design or color schemes of the proposed building or other structures is not in harmony with the general surroundings of such parcel or with the adjacent buildings or structures; if the plans and specifications or details, or any part thereof, are contrary to the interest, welfare or rights of all or any part of the real property subject hereto, or the owners thereof, all in the sole discretion of the Architectural Review Committee. The decision of the Architectural Review Committee shall be final.

F. Members of the Architectural Review Committee shall not be liable for acts or omissions done in their official capacity in good faith.

ARTICLE VIII
VEHICLES AND EQUIPMENT

A. No commercial vehicles, construction or like equipment, commercial trailers of any kind, buses, other items of the same or similar nature to those named herein shall be allowed or permitted to remain on any portion of any parcel within the above-described property for a period greater than seventy-two (72) hours unless said vehicle, equipment or trailer shall be enclosed in a garage, carport, barn or similar structure which is in full compliance with all of the provisions of the foregoing covenants, or unless in active use for construction purposes.

B. A total of three (3) operable horse trailers, tractors, campers, recreational vehicles, boats, snowmobiles, two-, three- or four-wheel motor vehicles or all-terrain vehicles may be parked on any parcel so long as they are currently licensed and registered, if required by State law, and so long as they are parked either along side or behind a permanent structure on the parcel. Snowmobiles and other wheeled motor vehicles that are collectively sitting on a trailer shall be considered as only one vehicle. Any other outdoor equipment shall be stored inside a permanent structure or shall be screened from view from adjacent parcels and roadways.

C. No inoperative vehicle, equipment or trailer shall be placed on any parcel unless said vehicle, equipment or trailer shall be enclosed in a garage, barn or similar structure which is in full compliance with all of the provisions of the

foregoing covenants.

D. Nor shall any vehicle of any nature be parked along Beartooth Valley Subdivision roads, unless in active use for construction purposes.

ARTICLE IX
OFFENSIVE ACTIVITIES

A. Each parcel shall be kept in a clean and sightly condition at all times. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any parcel if they are visible from any neighboring parcel or road, except as necessary during a period of construction.

B. No obnoxious or offensive activities shall be carried on upon any parcel, nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to the neighborhood. Any noise or odor which will or might disturb the peace, quiet, comfort or serenity of the occupants of nearby parcels will not be allowed.

C. All manure from livestock must be taken care of so as not to create any unsightly or sanitary problems.

ARTICLE X
MISCELLANEOUS

A. GARBAGE. No parcel or any portion thereof shall be used or maintained as a dumping ground for rubbish, trash or garbage, and all other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be the responsibility of the owner. It is the responsibility of the owner or occupant to remove any and all rubbish, trash or garbage at reasonable times so it shall not become offensive to the neighbors. There will be no outdoor burning of trash allowed.

B. SIGNAGE. No signs of any kind or character shall be displayed on any parcel except signs not exceeding six (6) square feet advertising the premises for sale. No sign shall be illuminated or electrified.

C. FIREARMS. The use of firearms in the Beartooth Valley Subdivision shall be done so as to not create a nuisance to other property owners. Target practice, sighting of rifles and skeet shooting within the boundaries of any parcel within the above-described property is prohibited.

D. SEWAGE DISPOSAL. Septic tanks with drain fields or ecologically superior methods shall be used for sewage disposal. All sewage systems must be in accordance with all applicable county, state and federal regulations.

E. WEED CONTROL. Each owner or occupant of a parcel shall regularly mow or otherwise destroy weeds which may grow upon such parcel before weeds become unsightly. No owner or occupant shall allow or permit any noxious weeds to grow or ripen upon any parcel.

ARTICLE XI
RELEASE OF LIABILITY

A. By virtue of purchasing any parcel, either by deed or contract for deed, each buyer, their heirs and assigns, hereby accept the condition of their property "as is" and release and forever hold harmless the undersigned from any liability, including but not limited to liability for further construction of any road, utility lines or fencing.

ARTICLE XII
ENFORCEMENT PROVISIONS

A. BINDING EFFECT OF THIS DECLARATION. Each purchaser and grantee of each of the parcels contained in the above-described property which are subject to

these covenants, reservations and restrictions, by acceptance of a Deed conveying title thereto do accept such title upon and subject to each of all of the provisions, restrictions, conditions, easements, covenants, agreements, liens, charges, associations and similar limitations herein contained and by such acceptance shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the undersigned owners and to and with the grantees and subsequent owners of each of said parcels within the above-described property to keep, observe and comply with and perform said provisions, restrictions, conditions, easements, covenants, association, agreements, liens and charges.

B. CAPTIONS. The captions of the various paragraphs herein are for convenience only and are not a part of these covenants, restrictions and conditions and do not in any way limit or amplify the terms and provisions hereof.

C. TERM. All provisions, conditions, covenants, restrictions, easements, agreements, reservations, liens and charges set forth herein shall continue and remain in full force and effect at all times against all of said parcels and the owners and occupants thereof, subject to the right of change or modification provided herein above and shall remain in effect for a period of twenty-five (25) years from and after the date hereof and shall remain in full force and effect thereafter for successive ten (10) year periods unless the terms and provisions are changed, modified, annulled or abrogated, in whole or in part by a written, duly recorded agreement executed by the then-owners of 75 percent of the parcels of Beartooth Valley Subdivision.

D. AMENDMENTS OR MODIFICATIONS. Any and all of the provisions of this Declaration of Restrictions, Conditions and Covenants may be annulled, amended or modified by the filing in the office of the County Clerk, Park County, Wyoming, an instrument setting forth such annulment, amendment or modification executed by the then-owner or owners of record within the above-described 75 percent of the parcels within Beartooth Valley Subdivision.

E. BEARTOOTH VALLEY SUBDIVISION HOMEOWNERS ASSOCIATION. The owners of each parcel within Beartooth Valley Subdivision shall automatically be entitled to a membership in the Beartooth Valley Subdivision Homeowner Association. Members shall be governed by the Bylaws, rules, regulations and assessment of the Association. From time to time, the Association may assess the members for the purpose of road or irrigation system maintenance and fees charged by the Water Master or his designee for irrigation of the parcels. The Association shall have and retain a lien against the property of each owner who shall fail to pay such owner assessment at the time and in the manner prescribed by the Association. Such lien may be foreclosed in the same manner as a mechanic's lien under the laws of the State of Wyoming.

F. INVALIDATION. In the event any one or more of these covenants herein contained is rendered invalid or unenforceable/enforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall, nonetheless, remain in full force and effect for and during the full term hereof.

G. ENFORCEMENT/ATTORNEY FEES AND COSTS. The Beartooth Valley Subdivision Homeowners Association or any parcel owner may enforce compliance with the provisions hereof by commencing an action for injunction for remedial

measures, damages or foreclosure or for all such remedies or any other legal or equitable remedies authorized under the laws of the State of Wyoming against any owner or occupant of any parcel who violates any of the covenants herein contained or any rules, regulations, Bylaws or assessment of the Homeowners Association herein. The owner of any parcel who violates or breaches any covenant, rules, regulations, Bylaws or assessments of the Homeowners Association herein established shall pay all costs, including reasonable attorney's fees, incurred by any person or persons or Association who shall commence the legal proceeding to enforce any of the provisions hereof or any of the rules, regulations, assessments or Bylaws of any Homeowners Association herein named.

IN WITNESS WHEREOF, the parties have executed this Declaration of Restrictions, Conditions and Protective Covenants this 10 day of August, 2009.

Gary Hogeboom, the record owner of more than seventy-five percent of the parcels within the Beartooth Valley Subdivision:

GARY HOGEBOOM

STATE OF WYOMING)
)ss.
COUNTY OF PARK)

The above and foregoing instrument was acknowledged before me this 10th day of AUGUST, 2009, by Gary Hogeboom.
WITNESS my hand and official seal.

Notary Public

My Commission Expires: July 10, 2012

ANNIE NESS NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES JULY 10, 2012

2009-3600 Park County WY 5/7/2009 11:08 AM Pg: 1 of 9 Fees: $32.00

BYLAWS
OF THE
BEARTOOTH VALLEY SUBDIVISION
HOMEOWNERS ASSOCIATION

These Bylaws are adopted by the undersigned as owners of all of the lots within Beartooth Valley Subdivision described upon the Final Plat for Beartooth Valley Subdivision, which is hereby incorporated by this reference, and which property is referred to herein as Beartooth Valley Subdivision and dedicated with the intent to bind all future lot owners and provide a framework upon which owners may pursue the purposes set forth.

ARTICLE I
PURPOSE

The purposes for which the Association is organized are:

1. Maintenance of Beartooth Valley Subdivision, including but not limited to roads and drainage facilities; and

2. Enforcement of the Declaration of Restrictions Conditions and Protective Covenants dedicated to Beartooth Valley Subdivision as set forth on the Final Plat for Beartooth Valley Subdivision; and

3. In general, to do everything necessary, proper or advisable for the accomplishment of the purposes set forth herein.

ARTICLE II
MEMBERSHIP

1. Membership Eligibility. Each parcel within the Beartooth Valley Subdivision shall represent one membership even if a parcel is owned by more than one person or even if one person owns more than one parcel. Such membership shall hereinafter be referred to simply as a member. It shall be the collective responsibility of multiple owners of any one parcel to notify the manger of their designated representative and that person's mailing address. In the event no such

designation is made, the manager shall use the first name which appears on the Park County tax rolls and the corresponding mailing address.

2. Voting Authority. Every present and future record owner(s) of each parcel shall have the collective authority as a member to cast one vote per parcel. In the event the record owner(s) shall agree to sell their parcel(s) under contract for deed, voting authority shall automatically transfer to the purchaser upon the recording of a memorandum of that agreement with the Park County Clerk and Recorder.

ARTICLE III
MEETING OF MEMBERS

1. Annual Meeting. An annual meeting of the members of the Association shall be held on the fourth Wednesday in March each year beginning with the year 2009, at the hour of 7:00 p.m., for the purpose of electing officers and the transaction of such other business as may come before the meeting. If the day fixed shall be a legal holiday, such meeting shall be held on the succeeding day that is not a legal holiday.

2. Special Meetings. In addition to the annual meetings, special meetings of the members may be held at such time as shall be determined by a majority vote of the officers of the Association or upon a petition signed by not less than eight members having voting rights. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of three-fourths (3/4) of the members present, either in person or by proxy.

3. Place of Meetings. Meetings of the Association shall be held at such suitable place convenient to the members as may be designated by the Manager.

4. Notice of Meetings. It shall be the duty of the Manger to mail a notice to each member entitled to vote of any annual, regular or special meeting stating the purpose thereof, as well as the time and place where it is to be held, at least 30 but

not more than 60 days prior to such meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the United States mail addressed to the member at their address as it appears on the records of the Association with postage prepaid.

5. Waiver of Notice. A written waiver of notice signed by a member, whether before or after a meeting, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting except when the Member attends for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

6. Quorum. Fifty percent of the members represented either in person or by proxy shall constitute a quorum for the transaction of business.

7. Voting. Each member shall be entitled to one vote on each matter submitted to a vote of the members. In the event of a tie vote, the Manger's vote shall break the tie. All issues voted upon shall be considered passed with a favorable vote of a majority of those present (in person or by proxy) and eligible to vote, unless otherwise stated herein.

8. Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member naming another member to vote his or her interest on their behalf. Each proxy shall be revocable at the pleasure of the member executing it. No proxy shall be valid after 60 days from the date of its execution, unless otherwise provided in the proxy.

9. Manner of Acting. A majority of the votes present or represented by proxy at the meeting at which a quorum is present shall be necessary for the adoption of any matter unless a greater proportion is required by these Bylaws.

10. Record of Meeting. At every meeting of the Association, records shall be kept as to which lots were represented and who was present to represent those lots.

ARTICLE IV
OFFICERS

1. Designation. The officers of the Association shall be a manager, treasurer, and secretary. Until such time as ten (10) lots in the Beartooth Valley Subdivision are sold, Gary Hogeboom shall serve as manager of the Association. In the event Gary Hogeboom is unable to serve as manager, Jake Hogeboom may designate an alternate manager until all of the lots are sold. The treasurer and secretary shall be elected by the members of the Association. Additionally, after all lots are sold in Beartooth Valley Subdivision, the position of manager shall be elected by and from the members of the Association. One member may hold more than one office and another member may serve both as secretary and treasurer. In no event may one member serve concurrently as treasurer and manager.

2. Election and Term of Office. The officers of the Association shall be elected annually by the members at their annual meeting. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until their successor shall have been duly elected and shall have qualified or until death or until they shall resign or shall have been removed in the manner hereinafter provided.

3. Removal of Officers. Upon an affirmative vote of a majority of the members present, any officer may be removed, either with or without cause, and his or her successor elected at any meeting of the membership called, at least in part, for that purpose, provided however, that Gary Hogeboom or a successor appointed by Jake Hogeboom may not be removed as manager until ten (10) lots within the Beartooth Valley Subdivision have been sold.

4. Vacancies. Vacancies in offices, however occasioned, may be filled at any time by election by the members for the unexpired terms of such offices.

5. Manger. The manager shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association. He or she shall have all of the general powers and duties necessary to carry out the purposes of the Association. He or she shall have the power to appoint committees from among the members from time to time as he or she may, at his or her discretion, decide is appropriate to assist in the conduct of the affairs of the Association. He or she shall have the authority to accept service of process on behalf of the Association.

6. Treasurer. The Treasurer shall have the responsibility for Association funds and shall be responsible for keeping a full and accurate account of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by vote of the members. The treasurer shall take the place of the manager and perform his or her duties whenever the manager shall be absent or unable to act. The signature of both the manager and treasurer shall be required to withdraw funds from the Association accounts, and in no event shall expenditures in excess of $1000 be made without the prior consent of the members.

7. Secretary. The secretary shall keep and maintain the records of the Association, prepare and deliver all notices required, keep minutes of the meetings of the Association and carry out all such other similar duties usually associated with this office.

ARTICLE V
BOOKS, RECORDS AND REPORTS

1. Report to Members. The Association shall send an annual report to the members of the Association not later than two weeks prior to the annual meeting of the Association. Such report shall include a balance sheet as of the close of the fiscal year of the Association and a revenue and disbursement statement for the

year ending on such closing date. Such financial statements shall be prepared from and in accordance with the books of the Association.

2. Inspection of Records. Any person who is a member of the Association shall have the right, for any proper purpose and at any reasonable time on written demand stating the purpose thereof, to examine and make copies from the relevant books and records of accounts, minutes and records of the Association. Upon the written request of any member, the Association shall mail to such member a copy of the most recent balance sheet and revenue and disbursement statement. If such request is received by the Association before such financial statements are available for is last fiscal year, the Association shall mail such financial statements as soon as they become available. In any event, the financial statements must be mailed within four months after the close of the last fiscal year. Additionally, balance sheets and revenues and disbursement statements shall be kept for at least five years and shall be subject to inspection during business hours by any member, in person or by agent.

ARTICLE VI
FISCAL YEAR

The fiscal year of the Association shall be based upon a calendar year.

ARTICLE VII
DUES AND ASSESSMENTS

1. Annual Dues. Beginning in 2009, the annual dues of the Association shall be a base-dues rate of $100. The annual dues may be changed from time to time by the membership at any annual or special meeting called for such purpose. Developer, Gary Hogeboom shall not be assessed any dues until after all lots are sold.

2. Payment of Annual Dues. Annual dues shall be paid in advance for the calendar year on or before February 15 of each year. All dues paid will be non-

refundable, but may be prorated or assigned in the event of transfer of parcel ownership. Dues may be prorated on a monthly basis commencing within the month in which a person becomes eligible for membership.

3. Special Assessments. Special assessments may be levied on members of the Association only by a vote of the majority of all members of the Association. The Secretary shall mail notice of each dues assessment to every member of record on or about January 10th of each year.

4. Default in Payment of Monthly Dues or Assessments.

A. When any member(s) shall be in default in the payment of annual dues or assessments for a period of 30 days from the date in which such dues or assessment become payable, he or she shall, for the purpose of voting, not be considered a member in good standing, and he or she shall have no rights of any kind arising out of a membership in the Association.

B. In addition to the foregoing, if any member shall fail to pay his or her monthly dues or assessments as the same become due, and following after 20 days written notice of such delinquency given by the Association to such member, the amount of the unpaid dues and assessments shall become a lien on such member's parcel or residential unit in Beartooth Valley Subdivision in favor of the Association, and the Association shall have the right to record a notice of claim of lien and proceed thereon in accordance with the provision of Wyoming law for the foreclosure and enforcement of liens; or, in the event the Association shall not choose to record a lien, it shall have the right to commence an action against such member for the collection of the unpaid dues and assessments in the county or district court in accordance with the provisions of Wyoming law. The Association shall also have the authority to settle or compromise such legal actions as the members shall direct.

C. In any event, if any action is taken under this Article by the Association against a member, then notice of such action shall be given by

the Association to all persons known to the officers to have any interest in the subject parcel and any additional person(s) who have a vested interest of record recorded in the books and records of the Park County Clerk and Recorder.

ARTICLE VIII
USE OF FUNDS

Dues (and income therefrom) of the Association shall be used only for purposes expressed in Article I. Officers of the Association shall not be paid by the Association for their services. Additionally, the annual dues of an officer of the Association may be waived during such time as he or she serves as an officer by an affirmative vote of the members pursuant to Article III.

ARTICLE IX
RULES AND REGULATIONS

The membership shall adopt such rules and regulations as may be necessary or appropriate for the accomplishment of the purposes of the Association. Such rules and regulations shall become effective when approved by a majority vote of the members of the Association and when so approved, shall become a part of these Bylaws.

ARTICLE X
INDEMNIFICATION

The Association shall indemnify and hold harmless each officer for all acts or omissions done in good faith.

ARTICLE XI
AMENDMENTS

These Articles may be amended or repealed or new Bylaws may be made and adopted at any annual or special meeting of the members of the Association by a two-thirds vote of the members of the Association, provided that notice of intention to amend

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shall have been contained in the notice of the meeting. Copies of all amendments made shall be witnessed by the Secretary and Manger of the Association and duly recorded in the office of the Park County Clerk and Recorder.

Signed this 6th day of April, 2009, by Gary Hogeboom, Owner.

Signed this 6th day of April, 2009, by Gary Hogeboom, Manager, Beartooth Valley Subdivision Homeowner's Association.

I, Gary Hogeboom, do hereby certify as follows:

1. I am the Manager for Beartooth Valley Subdivision Homeowner's Association.

2. The above and foregoing is a full, true and correct copy of the Bylaws of Beartooth Valley Subdivision Homeowner's Association, adopted by action of the Association at a special meeting of the members by two-thirds (2/3) votes of the Association.

IN WITNESS WHEREOF, I have hereunto set my hand for Beartooth Valley Subdivision Homeowner's Association this 6 day of April, 2009.

Manager

GARY HOGEBOOM, OWNER

STATE OF WYOMING)
)ss.
COUNTY OF PARK)

The above and foregoing instrument was acknowledged before me this 6th day of April, 2009, by Gary Hogeboom.

WITNESS my hand and official seal.

ANNIE NESS NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES JULY 10, 2012

Notary Public

My Commission Expires: July 10, 2012

(1)

TERMINATION OF EASEMENT

THIS TERMINATION OF EASEMENT is given this 23rd day of November, 2010, by Sanctuary, LLC, a Wyoming limited liability company, of 13635 Hofma Court, City of Grand Haven, County of Ottawa, State of Michigan, and William Garlough and Ann Garlough, husband and wife, of ~~1401 Wind Dancer Trail~~ 175 Road 8VE, City of ~~Fort Worth~~ Clark, County of ~~Tarrant~~ PARK, State of ~~Texas.~~ Wyoming

On February 23, 2009, Sanctuary, LLC executed a Final Plat of the Beartooth Valley Subdivision which Plat was recorded in Book "J" of Plats, Page 192, Park County, Wyoming, and which reflected and included reference to a 40-Foot Wide Access and Utility Easement Benefitting Lot 24, which easement was described as:

> An easement for access and utility purposes over a strip of land 40 feet in width lying within the NW1/4 and NE1/4 of Section 2, T. 57 N., R. 102 W., 6th P.M., Park County, Wyoming, as shown on the plat of Beartooth Valley Subdivision, the centerline of which is more particularly described as follows:
>
> Commencing at the N1/4 Corner of said Section 2; thence S. 89° 34' 38" W., along the northerly line of said NW1/4 of Section 2, 1287.50 feet; thence S. 0° 25' 22" E., perpendicular to said northerly line, 20.00 feet, to the Point of Beginning; thence N. 89° 34' 38" E., parallel with said northerly line, 1287.50 feet; thence N. 89° 34' 40" E., parallel with the northerly line of said NE1/4 of Section 2, 1545.42 feet; thence southeasterly along a curve concave southwesterly and having a radius of 1800 feet and a radial bearing of N. 31° 08' 15" E., through a central angle of 47° 17' 48", an arc length of 1485.87 feet, to a point on the northerly line of Lot 24 of Beartooth Valley Subdivision which bears N. 78° 21' 13" E., 20.00 feet, from the Northwest Corner thereof.

The undersigned persons, being the only owners of property within the Beartooth Valley Subdivision hereby consent to the permanent termination and vacation of the above-described easement if favor of a separate easement to be recorded contemporaneously herewith.

WITNESS our hands this 6th day of ~~November~~ December, 2010.

SANCUTARY, LLC

By: _____
GARY HOGEBOOM, Manager

_____
WILLIAM GARLOUGH

_____
ANN GARLOUGH

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STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

On the 23rd day of November, 2010, before me personally appeared Gary Hogeboom, to me personally known, who, being by me duly sworn, did say that he is the Manager of Sanctuary, LLC; that said *Termination of Easement* was signed on behalf of said limited liability company by authority of its Members and Managers; and that said Manager acknowledged said instrument to be the free act and deed of said limited liability company.

WITNESS my hand and official seal.

Casey a Pease
Notary Public
My commission expires: 5/3/16

CASEY A. PEASE
NOTARY PUBLIC – MICHIGAN
OTTAWA COUNTY
ACTING IN THE COUNTY OF Ottawa
MY COMMISSION EXPIRES MAY 3, 2016

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

This Termination of Easement was acknowledged before me this 6th day of ~~November~~ December, 2010, by William Garlough and Ann Garlough.

Cheryl L. Ernst
Notary Public
My commission expires: January 22, 2014

MCB/ame
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CHERYL L. ERNST NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 22, 2014

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(2)

BYLAWS OF
BEARTOOTH VALLEY IRRIGATION ASSOCIATION

ARTICLE I
RECITALS

Section 1. This Declaration of Bylaws for the Beartooth Valley Irrigation Association (the "Association") is made as of the 23 day of November, 2010.

WITNESSETH:

WHEREAS Sanctuary, LLC is the owner of the following described Property:

A. E½SE¼ Section 35, T.58N., R.102W., 6th P.M., Park County, Wyoming. ("The 80-Acre Parcel")

and

B. A parcel of land lying within Section 2, T. 57 N., R. 102 W. and Section 35, T. 58 N., R. 102 W., 6th P.M., Park County, Wyoming, shown on Record of Survey recorded in Cabinet "K", page 79, and more particularly described as follows:

Beginning at the N¼ Corner of Section 2; thence N.89°34'40"E., along the northerly line of Section 2, 1536.09 feet; thence N.48°27'14"E., 778.38; thence East, 240.00 feet; thence South, 1720.00 feet, to the Northwest Corner of Lot 24 of the Beartooth Valley Subdivision; thence southwesterly, along the northerly and westerly boundaries of Lots 22, 23 and 24 of the subdivision, on a curve concave northwesterly and having a radial bearing of N.78°26'08"E., and a radius of 1780.00 feet, through a central angle of 135°23'05", an arc length of 4205.98 feet, to a point having a radial bearing of S.33°49'12"W., thence along the northerly and easterly boundary of Lot 22, the following bearings and distances, N.76°45'08"W., 802.63 feet; N.3°28'24"E., 472.07 feet; N.23°45'50"W., 91.80 feet; N.58°56'49"W., 66.94 feet; N.69°56'08"W., 44.46 feet; N.10°18'09"W., 131.29 feet; S.87°24'40"W., 71.53 feet; thence northerly along a curve concave easterly and having a radial bearing of S.88°59'21"W., and a radius of 270.00 feet, through a central angle of 3°55'43", an arc length of 18.51 feet; thence N.2°55'04"E., 294.05 feet; thence northerly along a curve concave westerly and having a radius of 1500.00 feet, through a central angle of 2°34'56", an arc length of 67.60 feet; thence N.0°20'08"E., 405.88 feet; thence northerly along a curve concave easterly and having a radius of 420.00 feet, through a central angle of 11°49'17", an arc length of 86.66 feet; thence N.12°09'25"E., 521.79 feet; thence northeasterly along a curve concave southeasterly and having a radius of 340.00 feet, through a central angle of 27°50'11", an arc length of 165.18 feet, thence N.39°59'35"E., 58.56 feet; thence northeasterly along a curve concave northwesterly and having a radius of 330.00 feet, through a central angle of 15°59'43", an arc length of 92.13 feet; thence N.23°59'54"E., 104.90 feet; thence northwesterly along a curve concave southwesterly and having a radius of 25.00 feet, through a central angle of 70°46'41", an arc length of 30.88 feet; thence N.46°46'50"W., 279.27 feet; thence northwesterly along a curve concave northeasterly and having a radius of 300.00 feet, through a central angle of 18°01'55", an arc length of 94.41 feet; thence N.28°44'55"W., 71.07 feet, to a point

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on the northerly line of Section 2; thence N.89°34'38"E., along the northerly line, 1321.00 feet, to the point of beginning. ("Parcel A")

and

C. Being a parcel of land located within the NW1/4 of Section 1 and the NE1/4 of Section 2, T. 57 N., R.102 W. and the E1/2SE1/4 of Section 35, T. 58 N., R. 102 W., 6th P.M., Park County, Wyoming, more particularly described as follows:

Beginning at the Southwest Corner of said E1/2SE1/4 of Section 35; thence North, along the westerly line of said E1/2SE1/4, 2640 feet, more or less, to the Northwest Corner thereof; thence East, along the northerly line of said E1/2SE1/4, 1320 feet, more or less, to the Northeast Corner thereof; thence South, along the easterly line of said E1/2ESE1/4, 2640 feet, more of less, to the Southeast Corner thereof; thence S. 89° 19' 33" E., along the northerly line of said NW1/4 of Section 1, 1652.57 feet more or less, to the thalweg of the Clark's Fork River; thence southerly, along said thalweg, 1500 feet, more or less, to the Northeast Corner of Lot 24 of Beartooth Valley Subdivision; thence N.60° 37' 52" W., along the northerly line of said Lot 24, 264.43 feet; thence westerly along said northerly line along a curve concave southerly having a radius of 1175 feet and a radial bearing of N. 49° 05' 34" E., through a central angle of 78° 46' 14", an arc length of 1615.39 feet, to a point having a radial bearing of N. 29° 40' 40" W.; thence S. 78° 21' 13" W., along said northerly line, 348.54 feet, to the Northwest Corner of said Lot 24; thence North, 1720.00 feet; thence West, 240.00 feet; thence S. 48° 27' 14" W., 778.38 feet, to a point on the northerly line of said NE1/4 of Section 2; thence S. 89° 34' 40" W., along said northerly line, 217.00 feet, to the point of beginning. Containing 124.34 acres, more or less.

REFERENCE Record of Survey recorded as Doc#2010-6738 in Plat Cabinet K at Page 79 in the office of the Park County Clerk, Park County, Wyoming. ("Parcel B")

and

D. Lot 22, Beartooth Valley Subdivision, according to the plat recorded in Book "J" of Plats, page 192, Park County, Wyoming. ("Lot 22")

and

E. Lot 23, Beartooth Valley Subdivision, according to the plat recorded in Book "J" of Plats, page 192, Park County, Wyoming. ("Lot 23")

and

F. Lot 24, Beartooth Valley Subdivision, according to the plat recorded in Book "J" of Plats, page 192, Park County, Wyoming. ("Lot 24")

(the "Property" or, if referred to separately, the "Parcels")

WHEREAS the Beartooth Valley Irrigation Association is hereby established as an unincorporated association formed to operate and maintain the shared portion of Badura #1 Reservoir, Permit No. 7054, and an existing irrigation system, to determine the means by which charges will be made to the landowners for such operation and maintenance, by which maintenance costs will be paid and by which the landowners will be entitled to vote with regard to the same; and

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WHEREAS, an easement shall be conveyed to the owners of the 80-Acre Parcel, Parcel A, Parcel B, Lot 22, Lot 23 and Lot 24 upon the sale of those Parcels for irrigation access and maintenance purposes relating to the Badura #1 Reservoir located as follows:

> Being an easement for irrigation, access and maintenance purposes lying within Lot 22 of Amended Plat of Beartooth Valley Subdivision, Lots 1, 2, 21 and 22 Beartooth Valley Subdivision and Parcels B and C as shown on Record Of Survey recorded as Doc#2007-2657, Park County, Wyoming, more particularly described as follows:
>
> Beginning at the most northerly point of said Lot 22; thence, along the northerly and easterly lines of said Lot 22 the following: S.10°18'09"E., 131.29 feet; S.69°56'08"E., 44.46 feet; S.58°56'49"E., 66.94 feet; S.23°45'50"E., 91.80 feet; S.3°28'24"W., 472.07 feet; S.76°45'08"E., 373.81 feet; thence, leaving said lines of Lot 22, S.45°28'31"W., 303.97 feet; thence South, 186.00 feet; thence West, 250.00 feet; thence S.0°50'02"W., 691.96 feet; thence N.89°09'58"W., 40.00 feet; thence N.29°48'36"W., 214.73 feet; thence N.21°34'20"W., 203.87 feet; thence S.87°55'25"W., 106.12 feet; thence N.17°45'25"W., 348.00 feet; thence N.57°50'46"W., 164.21 feet; thence N.24°13'02"W., 225.47 feet; thence N.32°56'58"W., 133.70 feet; thence n.10°58'22"E., 166.94 feet; thence N.30°02'35"E., 173.75 feet; thence N.37°19'05"E., 175.13 feet; thence S.73°43'02"E., 117.48 feet; thence N.23°38'06"E., 394.72 feet; thence N.68°43'04"E., 88.09 feet; thence S.2°55'04"W., 9.62 feet; thence southerly along a curve concave easterly and having a radius of 270.00 feet, through a central angle of 3°55'43", an arc length of 18.51 feet, to an angle point on the northerly line of said Lot 22; thence N.87°24'40"E., 71.53 feet, to the Point Of Beginning.
>
> REFERENCE Record Of Survey recorded as Doc#2010-6738 in Plat Cabinet K at Page 79 in the office of the Park County Clerk, Park County, Wyoming.

WHEREAS, the execution of Bylaws outlining the means by which the Association is to operate and the purposes of the Association, would be in the best interests of the Parcel owners and would promote the harmonious and efficient conduct of the affairs of the Association.

NOW, THEREFORE, in consideration of the promises, mutual covenants and obligations herein set forth, Sanctuary, LLC and the Association hereby set forth and execute the following Bylaws.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

A. Every person or entity who is a record fee simple owner of a Parcel subject hereto, including Sanctuary, LLC, shall be a member of the Association (described herein as a "Parcel owner" or a "member").

B. The share of a member in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner, except as an appurtenance to his or her Parcel in Beartooth Valley Irrigation Association.

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C. Each member shall be entitled to one vote per Parcel owned, for a total of five (5) votes in the conduct of the Association.

D. Ownership of the Property shall be determined by reference to information recorded in the office of the Park County Clerk with regard to vested conveyances of the Parcels. If title to a Parcel shall be in the name of two or more members, any one of such members may vote as the member of the Parcel at any meeting of the Association, and such vote shall be binding on such other members who are not present at such meeting, unless written notice to the contrary has been received by the Association prior to the vote, in which case the unanimous action of all such members of that Parcel will be required. If two or more such members are present at any meeting of the Association, then unanimous action shall also be required to cast their vote as members of said Parcel. If such Parcel owners are unable to vote unanimously regarding such Parcel, then no vote shall be cast with respect to the Parcel, although the Parcel owners shall be counted as being present for quorum purposes.

E. The Association shall hold a special meeting if the owners of at least two (2) Parcels sign, date, and deliver to the other members a written demand for the meeting, describing the purpose or purposes for which it is to be held. Notice of time, place and subject matter of all meetings, as provided these Bylaws, shall be mailed to all members at the address on record with the Association or as indicated on the Warranty Deed (or other instrument) vesting ownership in such member. The Notice of any meeting shall be given no fewer than ten (10) or more than thirty (30) days before the meeting date. A notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

F. Annual meetings of the Association shall be held on or about the 1st day of December each year, at which meeting the members shall elect a Manager and shall transact such other business as may properly be brought before the meeting. The first annual meeting shall occur within sixty (60) days of the signing of these Bylaws, at which time the election of a Manager will be held.

G. At any meeting of the members of the Association, votes may be cast in person or by proxy. Proxies must be filed with the Association at or before the appointed time of each meeting.

H. At any meeting of the members, the presence in person or by proxy of the owners of at least four (4) Parcels shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting of the members, the members present in person or represented by proxy shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

I. When a quorum is present at any meeting of the Association, the vote of a majority of the votes entitled to be cast shall be the act of the Association; the members present in person or by proxy at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. Cumulative voting shall not be permitted.

Section 2. The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts for the administration of this Association which shall specify the

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maintenance and repair of the Common Elements, as well as any expenses incurred by or on behalf of the Association and the members. Such books shall be open for inspection by the members, their representatives and their mortgagees during reasonable business hours.

ARTICLE III
COMMON ELEMENTSS

The "Common Elements" shall be comprised of the Badura #1 Reservoir, the irrigation pumps, pipes and other equipment upstream from the point where water leaves the Badura #1 Reservoir and is diverted into separate pipes for delivery to the separate Parcels. Each landowner shall be solely responsible for the cost of operating and maintaining any irrigation equipment which is downstream from the point where water leaves the Badura #1 Reservoir and is diverted into separate pipes for delivery to the separate Parcels.

ARTICLE IV

This Article reserved for future use.

ARTICLE V
OFFICERS

Section 1. Officers. The sole officer of the Association shall be the Manager, who shall be elected in accordance with the provisions of this Article and these Bylaws.

Section 2. Election and Term of Office. The Manager of the Association shall be elected annually by members at their annual meeting or as soon thereafter as is convenient. New offices may be created and filled at any meeting of the members. The Manager shall hold office until his successor shall have been elected and shall have qualified.

Section 3. Removal. Any Manager may be removed by the members whenever, in their judgment, the best interest of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the members for the unexpired portion of the term.

Section 5. Manager. The Manager shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He or she shall preside at all meetings of the members. The Manager shall also have charge and custody of and be responsible for all funds of the Association, receive and give receipts for moneys due and payable to the Association from any source, and deposit all such moneys in the name of the Association to such depositories as shall be determined by the members.

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ARTICLE VI
TAXES

Section 1. The Association shall be assessed for any of the Property owned in common by the members or by the Association, and the real property taxes based thereon shall be treated as expenses of the Association.

Section 2. The Association shall be assessed for any tangible personal property of the Association or owned or possessed in common by the members, and personal property taxes based thereon shall be treated as expenses of the Association.

ARTICLE VII
ASSESSMENTS

Section 1. Expenses for the operation and maintenance of the Common Elements shall be chargeable among the Parcels on a prorata basis determined by total average as follows:

80-Acre Parcel..... 9.93%
Parcel A.....31.96%
Parcel B.....15.44%
Lot 24.....12.61%
Lot 23.....11.85%
Lot 22.....18.21%

The members may assess for the costs and expenses of the Association as they occur, or they may assess for such costs and expenses based on a budget as described of this Article VII.

Section 2. Assessments shall be due and payable at such times as the Association shall determine but no less than thirty (30) days from written notice thereof. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the monthly rate of one and one-half percent (1½%) from the due date until paid in full. Each member shall be and remain personally liable for the payment of all assessments which may be levied against such member by the Association in accordance with these Bylaws, and any unpaid assessments and the accrued interest thereon may, at the option of the Association, be collected out of the sale proceeds of such Parcel.

Section 3. The members may establish an annual budget in advance for each fiscal year to include all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Common Elements, including reasonable allowance for contingencies and reserves. Such reserves shall include an adequate reserve fund for the maintenance, repair and replacement of the Common Elements. If an annual budget is established, then such reserve fund and the payment of Association expenses shall, to the greatest extent possible, be payable in regular monthly assessments, rather than by lump sum special assessments. The assessment for each year shall be established by the adoption of the

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annual budget by the members of the Association. Copies of such budget shall be delivered to each Parcel owner, although the delivery of a copy of the budget to each member shall not affect the liability of any member for any existing or future assessments. Should the members, after the assessments are levied for a year, determine the assessment insufficient to pay the costs of operation and management of the Association in any fiscal year, then the members shall have the authority at any time and from time to time to levy such additional assessment or assessments as it shall deem to be necessary for that purpose. Any such special assessment shall not be levied without prior approval from the owners of at least 3 Parcels.

Section 4. All assessments levied against the members and their associated Parcels to cover expenses of the Association shall be apportioned among and paid by the members without increase or decrease for the existence of any special rights with respect to the use of limited Common Elements appurtenant to a particular Parcel. No member may exempt themselves from liability for contribution toward the expenses of the Association by waiver of the use or enjoyment of any of the Common Elements, by the abandonment, sale or other disposition of his Parcel, or by reason of any grievance against the Association, any developer, builder, or any other member.

Section 5. If any Parcel owner shall be in default in the payment of dues or special assessments for a period of fifteen (15) days from the date on which such amount becomes payable, the Parcel owner shall cease to be in good standing and shall thereafter not be an eligible voter until such delinquency is cured. If any Parcel owner shall fail to pay the dues or special assessments as the same become due, then after ten (10) days' written notice of such delinquency is given by the Manager to such Parcel owner, the amount of the unpaid dues or special assessments shall become a lien on the Parcel owner's property in favor of the Association, and the Association shall thereupon have the right to record a Notice of Claim of Lien and proceed thereon in accordance with the provisions of Wyoming law for enforcement and the foreclosure of liens; or, in the event the Association does not record a lien, it shall retain the right to commence an action against such Parcel owner for the collection of the unpaid dues or special assessments in any court of competent jurisdiction, in accordance with the provisions of Wyoming law. In the event that the Association shall bring any action against a Parcel owner for the collection of unpaid dues or special assessments, or the filing, enforcement or foreclosure of a lien, the Association shall also be entitled to reasonable attorney's fees, court costs and other expenses associated therewith.

ARTICLE VIII
INSURANCE

The Association may carry a liability insurance policy (hereinafter referred to as the "Policy"), for the benefit of the Association in accordance with the following provisions:

A. The Policy shall be purchased by the Association for the benefit of the Association, the members and their mortgagees as their interest may appear (subject to the provisions of these Bylaws), and provision shall be made for the issuance of appropriate mortgagee endorsements to the mortgagees of the members, if requested. The members shall obtain insurance coverage upon their own properties at their own expense.

B. The premiums for insurance purchased by the Association pursuant to these Bylaws shall be included in the Association's budget.

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C. Each member, by ownership of a Parcel, hereby irrevocably appoints the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of the Policy. Without limiting the generality of the foregoing, the Association, as said attorney-in-fact shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefore, to collect proceeds, to administer the distribution of such proceeds in connection with any reconstruction or repair and to distribute any remaining proceeds to the members and their mortgagees (subject to the provisions of these Bylaws) as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such member and the Association in regard to such matters. The Association shall not be responsible for procurement or maintenance of any insurance covering the liability of any member for occurrences on his Parcel not caused by or connected with the Association's operation, maintenance or use of the Association's Property or the Common Elements.

ARTICLE IX
MORTGAGES

The Association may report to any mortgagee of a Parcel such information as the Association may have on record with regard to such Parcel.

ARTICLE X
INDEMNIFICATION OF THE MANAGER

The Association shall indemnify the Manager, against all liability, loss, damage costs and expenses—including attorney fees—reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been the Manager of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceedings to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the Manager has not been guilty of gross negligence or willful misconduct in the performance of his duty. The foregoing rights shall not be exclusive of other rights to which such Manager may be entitled. All liability, loss, damages, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses.

ARTICLE XI
EVIDENCE OF OWNERSHIP AND REGISTRATION OF MAILING ADDRESS

Each member shall provide to the Association within five (5) days of any transfer of title a mailing address for statements, notices and all other communications. Members may also provide an electronic mailing address for notice purposes.

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ARTICLE XII
AMENDMENT

These Bylaws may be amended by Sanctuary, LLC or the members of the Association upon approval by the owners of at least three (3) Parcels. All amendments shall be signed by the Manager of the Association, certifying that the same have been approved upon an appropriate vote and shall be effective when recorded with the Clerk of Park County, Wyoming.

ARTICLE XIII
DEFAULT

Section 1. Failure to comply with the these Bylaws or any duly adopted rules and regulations of the Association shall constitute an event of default and shall be grounds for relief, which may include, without limitations, an action to recover sums due for damages and/or injunctive relief.

Section 2. In any proceeding arising due to the default by any member, the Association, if successful, shall be entitled to recover the costs of the proceedings including attorney's fees.

The undersigned—being the owner of all Parcels described in Article 1 above—hereby executes the Bylaws of the Beartooth Valley Irrigation Association on the 23rd day of ~~December~~ November, 2010.

GARY HOGEBOOM

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The above and foregoing *Bylaws* were acknowledged before me this 23rd day of ~~December~~ November, 2010, by Gary Hogeboom.

WITNESS my hand and official seal.

Casey A Pease
Notary Public
My commission expires: 5/3/16

CASEY A. PEASE
NOTARY PUBLIC – MICHIGAN
OTTAWA COUNTY
ACTING IN THE COUNTY OF Ottawa
MY COMMISSION EXPIRES MAY 3, 2016

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AMENDMENT AND RESTATEMENT
TO
CONDITIONS AND PROTECTIVE COVENANTS
FOR
BEARTOOTH VALLEY SUBDIVISION

This document is an Amendment and Restatement to Amendment No. 1 to Conditions and Protective Covenants for Beartooth Valley Subdivision, which was originally recorded by the Park County Clerk and Recorder on September 4, 2009 as Document #2009-7620.

WHEREAS, the undersigned owners of all real property described upon the Final Plat for Beartooth Valley Subdivision, and all Amended Plats thereof, which is hereby incorporated by this reference and which is referred to herein as Beartooth Valley Subdivision, and

WHEREAS, the undersigned owners of the parcels in Beartooth Valley Subdivision recognize the Vacation of Lot 24 and the Amended Plat of Lot 23 recorded with the Park County Clerk and Recorder on February 5, 2016 as Document Number 2016-561 in Plat Cabinet M at Page 110 such that Lot 24 is no longer bound by the Bylaws of the Beartooth Valley Subdivison Homeowners Association, these or any covenants and is no longer included in Beartooth Valley Subdivision, and

WHEREAS, the undersigned owners of 75% of the parcels in Beartooth Valley Subdivision as required by the Conditions and Protective Covenants recorded on May 7, 2009, wish to amend and restate the restrictions, conditions and protective covenants for said parcels, and

NOW THEREFORE, the restrictions, conditions and protective covenants for Beartooth Valley Subdivision are hereby established in their entirety to read as follows:

- The property shall be used for a single family residence and appropriate outbuildings, provided, however, a home office may be maintained in the residence for professional, personal or artistic endeavors as long as same

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is in compliance with Park County development standards and regulations. There shall be no outdoor advertising and all storage of any raw materials must be inside a building.

- The property shall not be subdivided, split, or divided into any smaller parcels and there shall be no property line adjustments allowed except boundary line adjustments if multiple lots next to each other are owned by the same owner and approved through the County Planner.

- No mobile homes or manufactured homes shall be placed on the property temporarily or permanently and no structure of temporary character shall be used as a residence.

- One guest cabin (not rental) with a minimum of 500 square feet shall be allowed on the property. Same may be used on season basis (part time only) and not as a residence and land owners may use same on the basis until they build a family residence. A cabin shall not be enlarged or added onto to meet the square footage requirements of a permanent single-family residence. Any single-family residence constructed on the property shall contain not less than 1,000 square feet, exclusive of porches, patios, basements, or garages. The construction of all dwellings and outbuildings, including and alterations thereto, shall be pursued with reasonable diligence and shall be completed in not more than 365 days from the date such construction or alteration commenced. No outhouses shall be allowed and the residence and guest cabin shall each have its own power, water and septic system. All utility systems shall be underground.

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- No dwellings or outbuilding shall be placed, erected or permitted to exist on the property closer than 60 feet from any property lines.

- The residence, guest cabin and all outbuildings shall be of earth tone colors that are neutral and blend with the environment and no bright colors will be allowed. Metal roofs will be permitted that are standing seam and non-glare and are earth tone colors that are neutral and blend in with the environment (tans, greys and browns).

- The property shall be maintained at all times in a neat, clean and orderly state of appearance and repair. No part of the property shall be used or maintained as a dumping ground for trash, garbage or rubbish and all trash, garbage or other waste shall be kept in proper sanitary container. No motor vehicles that are not licensed or operating or tractors or equipment that are not in operating condition shall be kept on the property unless in a building or a garage.

- Any domestic livestock kept on the property shall be restrained by adequate fencing, pens, corrals, barns or kennels so as to confine same to the property. All dogs must be restrained and kept on the property at all times. All domestic livestock shall be retained and kept on the property only in such numbers and for such periods of time consistent with proper range and pasture management and no commercial livestock operation shall be allowed.

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IN WITNESS WHEREOF, the parties have executed this Amendment and Restatement to Conditions and Protective Covenants this 23 day of August, 2016.

The record owners of 75% of the parcels within Beartooth Valley Subdivision:

SANCTUARY, LLC by
Gary Hogeboom,
Its Member/Manager

State of ~~Wyoming~~ Michigan)
) SS
County of ~~Park~~ Ottawa)

The above and foregoing instrument was acknowledged before me this 23 day of Aug, 2016, by Gary Hogeboom, Member/Manager of Sanctuary, LLC.

WITNESS my hand and official seal.

Notary Public

My commission expires:

CURTIS D. CHAMBERS
Notary Public, State of Michigan
County of Montcalm
My Commission Expires Oct. 05, 2020
Acting in the County of Ottawa

WILLIAM O'MARA

State of Wyoming)
) SS
County of Park)

The above and foregoing instrument was acknowledged before me this 26th day of August, 2016, by William O'Mara.

WITNESS my hand and official seal.

Notary Public

My commission expires: 4-23-18

TERESA A EICHER NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES APRIL 23, 2018

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