

AFFIDAVIT

DECLARATION OF PROTECTIVE COVENANTS

BERCHLAND NO. 3 SUBDIVISION

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

George and Phyllis Berchtold being of lawful age and first duly sworn according to law, depose and state:

That they are the owners of these certain lots and parcels of land more particularly described as follows:

All that portion of Lot No. 52 C, Resurvey, T. 55 N., R. 99 W., 6th P.M., Park County Wyoming, which lies North of Lateral "S" canal.

The affiants herein intend to convey said Lots as owned by them and as set forth above to various purchasers by deeds, subject to the restrictive covenants on the part of the purchaser as hereinafter set forth, to the end that the restrictions therein imposed shall inure to the benefit of each and all of the purchasers of said Lots, and their respective heirs and assigns; that the invalidation of any of these Covenants by judgment or otherwise shall in no way effect any of the other provisions which shall remain in full force and effect;

That these covenants shall be and remain covenants running with the land and shall be effective with respect to the real property above described from the date of recording this Affidavit in the office of County Clerk of Park County, Wyoming.

COVENANT 1. Lot #1 and Lots #3 through #9 shall be known and used as rural residential lots. All owners of any Lots who build a fence facing the public road in said Berchland No. 3 Subdivision, said fence shall be rustic and of pole or plank construction. All buildings built on said Lots shall be built from approved materials.

COVENANT 2. Lot #2 shall be known as a commercial lot and any business allowed under the commercial retail zoning by Park County shall be allowed to operate within this lot.

COVENANT 3. No building shall be erected, placed or altered on any lot unless and until the construction plans

and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee composed of George Berchtold and Phyllis Berchtold. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this Covenant.

COVENANT 4. No building shall be erected, placed or altered on any lot nearer than forty feet from front, ten feet from side and twenty feet from the rear of its boundary lines unless said boundary line is between two lots owned by the same person or persons. For the purposes of the Covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

COVENANT 5. No dwelling shall be permitted on any lot at a cost of less than \$25,000.00, based upon cost levels prevailing on the date these Covenants are recorded. It being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one story open porches and garages, shall be not less than one thousand and fifty (1050) square feet for a one store dwelling, nor less than eight hundred (800) square feet for a dwelling of more than one story.

COVENANT 6. No lot shall be further subdivided.

COVENANT 7. WHEREAS, Berchland Subdivision is a rural residential area especially for the keeping and enjoyment of horses and/or ponies of which there may be no more than five head per family dwelling. Said land owner must erect a suitable barn and corrals, which must be approved by the Architectural Control Committee. Any other livestock may be raised and kept by 4-H or FFA members or for the family's own food purposes only and only so long as the livestock does not create a sanitary nuisance, and further provided that no swine shall be allowed on any premises, and all dogs must be confined to the owner's own property.

- (a) All fencing for livestock must be of a neat appearance, solid and kept in a state of good repair at all times.
- (b) No stallions will be allowed to run loose in a pasture, paddock, or any area which is only surrounded with barbed or woven wire. All stallion fencing must be of a minimum height of five feet. A stallion is designated as any male horse, not gelded, at the age of fourteen months for the purposes of these Covenants.

The stallions' pasture, paddock or area fence must not join, connect, or be the same one as the fence separating two properties owned by different land owners.

- (c) All manure from said livestock must be taken care of so not to create any sanitary problems.

COVENANT 8. The following Covenant 8 applies to Lot #1 and Lots #4 through Lot #9. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn, or other out buildings shall be used or erected on any lot as a residence for a period in excess of one year, and no trailer, mobile home, or modular home shall be used or placed upon a foundation or otherwise in any permanent manner, and all residences shall be constructed on the premises and no residences previously constructed moved into any lot. The exterior of all buildings must be completed within one year after construction has commenced.

COVENANT 9. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

COVENANT 10. No building or structure intended or adopted to business purposes or commercial activity shall be erected or maintained on Lot #1 and Lot #3 through Lot #9, and all buildings and structures shall be only those customary and incidental to residential purposes.

COVENANT 11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall

not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

COVENANT 12. Vehicles, and/or machinery, which are not in running condition or are in a state of disrepair, shall not be parked, or kept on the road in front of any residence or on any of the properties for a period of more than seven days, except by special consideration and permission by the Architectural Control Committee first had and obtained.

COVENANT 13. Irrigation -

- (a) No flood irrigation of any lot shall be allowed, and only irrigation by means of a sprinkling system shall be permitted.
- (b) No change or other alteration of the location of any irrigation, head or waste ditch upon, or within the subdivision shall be made without the prior written consent of the Shoshone Irrigation District.
- (c) No building, structure, fence, or planting shall be erected, altered, placed or permitted to remain so as to damage or interfere with the installation, operation, cleaning or maintenance of any irrigation, head or waste ditch upon or within the subdivision.

COVENANT 14. It is further covenanted that the grantor herein, namely the subdivider, shall cause to be constructed at his sole expense a roadway contained on the plat known as Olive Road, and each landowner in said subdivision shall share, prorata according to the quantity of property and, from time to time until such time as the County of Park shall assume the obligation of same, the cost of maintaining the said roadway.

COVENANT 15. No owner shall allow or permit any noxious weeds to grow or ripen upon any lot.

COVENANT 16. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said Covenants in whole or in part.

COVENANT 17. Enforcement. The enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

COVENANT 18. Severability. Invalidation of any one of these Covenants by judgment or Court Order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned has executed this Amendment to the Protective Covenants this 31ST day of DECEMBER, 1984.

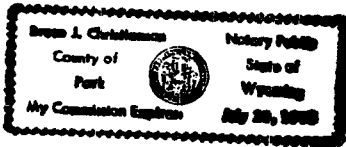
George Berchtold
GEORGE BERCHTOLD

Phyllis Berchtold
PHYLLIS BERCHTOLD

STATE OF WYOMING)
COUNTY OF PARK) SS

Subscribed and sworn to before me by George Berchtold and Phyllis Berchtold this 31ST day of DECEMBER 1984.

WITNESS my hand and official seal.



Bruce Christensen
Notary Public

My commission expires: July 28, 1985

State of Wyoming)
County of Park) ss.
This instrument was filed for records on the 26 day of February 1985 at 2:33 o'clock P. m. and duly recorded in Microfilm Book 111 Record on page 87
MARIE FONTAINE, Register of Deeds
Missouri Hutto, Deputy
220036

APPLICANTS AFFIDAVIT

STATE OF WYOMING)
County of Park) ss

The undersigned, after having been sworn upon our oath, according to law, and of legal age, hereby personally certify that we shall perform the following commitments made to the public and future lot owners with regards to the BERCHLAND NO. 3 SUBDIVISION:

(1) Binding arrangements have been made to assure purchasers of any part of the Berchland No. 3 Subdivision that upon full payment of the purchase price of any part of said subdivision a deed can and will be delivered conveying merchantable title, subject only to noted reservations or restrictions of record, but free of encumbrances, and subject only to a proportionate share of the real property taxes or assessments charged or assessed for the year in which any such sale may be legally affected.

(2) That if applicable the streets or road system, or any other public or private improvement filed with the Park County Planning and Zoning Commission will be constructed as described within one (1) year from the recording of the Berchland No. 3 Subdivision with the Park County Clerk and that the costs of said systems shall be included in the sale price of any part of the subdivision and not assessed or collected from purchasers in addition to said sale price unless said purchaser specifically agrees to assume the burden of all or part of said costs. Any such agreement shall be evidenced by a written contract recorded in the Office of the Park County Clerk which sets forth the specific details of the transfer of this responsibility for payment of the costs and delineates the agreement of both parties to their respective obligations and responsibilities.

APPLICANTS AFFIDAVIT
continued

(3) Enforcement of these obligations upon the undersigned as outlined herein shall be for either compliance or damages or both and the commitments outlined herein shall accrue to our successors or assigns.

(4) We hereby certify that the facts contained herein are true and correct to the best of our knowledge and belief.

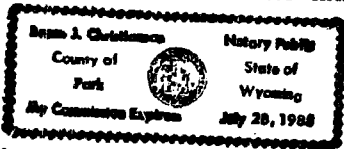
George Berchtold
GEORGE BERCHTOLD - husband

Phyllis Berchtold
PHYLLIS BERCHTOLD - wife

STATE OF WYOMING)
) ss
County of Park)

On this 31st day of DECEMBER, 1984,
A.D. there appeared before me George Berchtold and Phyllis Berchtold, personally known to me to be the persons who executed the foregoing Affidavit, according to law, certified that they executed the foregoing Affidavit as their free act and deed, and that the facts contained therein are true and correct to the best of their knowledge and belief.

WITNESS MY HAND AND OFFICIAL SEAL.



Brian J. Christensen
Notary Public

My commission expires: JULY 28, 1985

BY-LAWS OF THE ASSOCIATION OF OCCUPANTS OF
BERCHLAND NO. 3 SUBDIVISION
OF PARK COUNTY, STATE OF WYOMING

Purpose and Application

These Articles are and shall be the BY-LAWS of the Association of Occupants of Berchland No. 3 Subdivision. These BY-LAWS shall, upon being recorded with the County Clerk of Park County, State of Wyoming, govern and control the administration of Berchland No. 3 Subdivision Homeowners Association. All occupants, their guests and any owners present or future shall have the rights and responsibilities described in these BY-LAWS and shall be subject to the provisions thereof.

The acquisition of a purchase interest in a lot in Berchland No. 3 Subdivision, signifies that the owner accepts, ratifies, and agrees to comply with these BY-LAWS.

MEMBERSHIP

Persons owning a lot in Berchland No. 3 Subdivision, or any other interest in any lot in Berchland No. 3 Subdivision, shall be a member of the Association of Occupants ("Association"). Any occupant may not decline membership in the Association. Membership begins concurrently with the acquisition of a purchase interest and terminates at the time the purchase interest is terminated. Such termination shall not relieve any occupant of liability for obligations incurred while a member of the Association; further, membership in the Association does not in any way negate or impair any occupant's legal remedies, right to bring legal action, or defenses to any and all actions involving the Association, other occupants, or the management which may arise from or be incidents of owner occupancy.

OBLIGATIONS

Each occupant shall be obligated to comply with these BY-LAWS, and the laws of the County of Park and State of Wyoming. Such obligations shall include, but not be limited to, the paying

of assessments levied by the Association, and the adherence to the Protective Covenants which are of record and made a part of these BY-LAWS by reference. Failure of any occupant to abide by these BY-LAWS, and all rules made pursuant thereto, the Protective Covenants and the laws of the County of Park and State of Wyoming, shall be grounds for appropriate legal action by the Association or by any aggrieved occupant against such non-complying occupant.

MEETINGS AND VOTING

There shall be a regular meeting of the Association annually on the first Monday of September of each year beginning with the year 1985, or on such other date properly announced by the Association.

Pursuant to these BY-LAWS, the Association may at any time hold special meetings. A special meeting may be called on the initiative of the Chairman of the Association, or a petition signed by twenty-five percent (25%) of the occupants. Notice of any special meeting must specify the reason for said meeting and the matters to be raised. Only matters set forth in the petition or request may be brought before such meeting unless two-thirds (2/3) of all of the occupants agree otherwise.

Notice of all meetings regular or special shall be mailed by the Association's Secretary to every occupant of record at his address of record at least ten (10) days prior to the time for holding such meeting. Such notice shall specify the date, time and place of the meeting, and shall make provision to allow for the voting of each occupant's interest by proxy at the discretion of the occupant. The mailing of a notice in the manner provided in this paragraph, or the personal delivery of such notice by the Secretary of the Association shall be considered notice served.

No meeting, regular or special, shall be convened to conduct business unless a quorum is present in person or by proxy. A quorum shall consist of more than sixty-six percent (66%) of the total number of occupants of Berchland No. 3 Subdivision.

At any time, during any meeting, that a quorum is not present, such meeting shall be adjourned forthwith.

VOTING INTEREST

Each occupant at Association meetings shall have one (1) vote for each lot occupied or owned by him. Such vote shall be the voting interest of each occupant on all matters affecting the general business of Berchland No. 3 Subdivision, and upon all matters upon which the Association agreed to have determined by vote of the occupants.

Whenever the quorum is present at a meeting of the Association, or the Board of Directors, those present may do any and all acts they are empowered to do unless specific provisions of these BY-LAWS, or the laws of the State of Wyoming direct otherwise.

BOARD OF DIRECTORS

The governance of Berchland No. 3 Subdivision, shall be by a Board of Directors. Such Board shall have all powers and responsibilities attendant to the general administration, and control of the subdivision. Additionally, the Board shall have the authority necessary to carry into effect the powers and duties specified in these BY-LAWS.

OFFICERS OF THE BOARD OF DIRECTORS

The Association shall elect from its membership a Board of Directors which shall consist of a Chairman, Secretary, Treasurer, and two (2) additional Board members, who shall all serve for a term of one (1) year. The manner of election to the Board of Directors shall be as follows: at the first and all subsequent meetings of the Association, nominations for positions on the Board will be accepted from any of the occupants present. Voting will be non-cumulative with each Association member having one vote for each lot occupied by him. Board members shall be

elected by majority vote of those present at any annual or special meeting. The first Board, consisting of five persons, shall be appointed by George and Phyllis Berchtold, as hereinafter provided; which Board shall serve until the first annual meeting of the Association at which time a full Board shall be elected by its members.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and duties:

- (a) To call annual meetings of the Association and to give due notice thereof.
- (b) To conduct elections of the Board of Directors.
- (c) To provide for the management of the irrigation system and Olive Road, by hiring or contracting with suitable and capable management and personnel for the day-to-day operation, maintenance, upkeep and repair thereof.
- (d) To enforce the provisions of these BY-LAWS, and the Protective Covenants of Berchland No. 3 Subdivision by appropriate action.
- (e) To levy assessments as allowed by these BY-LAWS in the State of Wyoming to provide for the collection, expenditure and accounting of said assessments.
- (f) To pay for the expenses of the maintenance, repair and upkeep of the irrigation system and Olive Road and to approve payment vouchers either at regular or special meetings.
- (g) To delegate authority to the Chairman, or to a manager if there be one to conduct the business and to carry on the duties and powers of the Board, however, such authority shall be precisely defined with ultimate authority at all times residing in the Board of Directors.
- (h) To provide a means of hearing grievances of the occupants, and responding appropriately thereto.
- (i) To meet at regularly scheduled times and to hold such meetings open to all occupants or their agents.

- (j) To prepare an annual budget for the Association in order to determine the amount of assessments payable by the occupants to meet the common expenses and allocate and assess such charges among the occupants according to their respective interests, and to submit such budget to the occupants on or before the annual meeting.
- (k) To levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increasing operating or maintenance expenses, costs or additional capital expenses, or because of emergencies.
- (l) To take appropriate legal action to collect any delinquent assessments, payments or amounts due from occupants or from person or persons owing money to the Association, and to levy a penalty and to charge interest on unpaid amounts due and owing.
- (m) To defend in the name of the Association any and all law suits wherein Berchland No. 3 Subdivision is a party defendant.
- (n) To enter into contract with third parties necessary to carry out the duties herein set forth for and on behalf of the Board and the Association.
- (o) To establish a bank account for Berchland No. 3 Subdivision Homeowners Association, and to keep therein all funds of the Association; withdrawal of monies from such accounts shall be only by check signed by such persons as are authorized by the Board or Directors.
- (p) In general, to act for any carry on the administration and affairs of the Association as authorized and prescribed by these BY-LAWS, and to do all those things which are necessary and reasonable in order to carry out the governance and the operation of Berchland No. 3 Subdivision Homeowners Association.
- (q) To establish rules and regulations for conduct, behavior, and use of the irrigation system and Olive Road.
- (r) To make repairs, alterations, additions and improvements to the irrigation system and Olive Road consistent with the management of the subdivision in a first-class manner and in the best interest of the occupants.
- (s) To carry out the duties and responsibilities of the Board

in all other matters as may be authorized, needed or required by the Declaration.

VACANCIES AND REMOVAL

Should a vacancy occur on the Board of Directors, the Board, subject to the exception described below, shall appoint a member of the Association to serve the unexpired term. Such vacancy shall be filled no later than the next regular Board meeting after which it occurs. Should such vacancy not be filled by the Board at the next regular meeting of the Association, the Association may fill such vacancy.

At any regular or special meeting of the Association, any member of the Board may be removed by a majority of the occupants representing a majority of the lots in Berchland No. 3 Subdivision. Such vacancies shall be filled by the Association. Such removal matter must be announced in the notice of such special or regular meeting. The personal delivery of such notice by the Secretary of the Association shall be considered notice served.

COMPENSATION

No member of the Board of Directors shall receive any compensation for acting as such. Nothing herein, however, shall be construed to preclude compensation being paid to a manager hired by the Board of Directors.

MANAGER

A manager may be appointed and/or removed by the Board of Directors. The manager shall be bonded, and shall have maintained records of the financial affairs of the Association. Such records shall also detail all assessments made by the Association, and the status of payments of said assessments by all occupants. All records shall be available for examination during normal business hours to any occupant or his assigned representative.

- (a) Accounts - The receipts and expenditures of the Association shall be under the direction of the manager and classified as appropriate;
- (1) Current Expenses, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments. The balance in this fund at the end of year shall be applied to reduce the assessments for the current expense of the succeeding year.
 - (2) Reserve for Deferred Maintenance, which shall include funds for maintenance items which occur less frequently than annually.
 - (3) Reserve for Replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
 - (4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which shall be part of the common elements.
- (b) The manager shall prepare and submit to the Board a budget, each calendar year, which must be approved, then and adopted by the Board. The budget shall include estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts in reserves, according to good accounting practices.
- Copies of the budget and proposed assessments shall be transmitted to each member on or before September 1, preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.
- (c) An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than December 1, of the year following each year for which the audit is made.

The manager shall generally operate and manage the subdivision for and on behalf of the occupants and shall have such other powers and authority as the Board may delegate.

AMENDMENT OF BY-LAWS

These BY-LAWS may be amended at any regular or special meeting

of the Association providing that a copy of the proposed revision is included in the notice of such meeting. Upon a vote of over seventy-five percent (75%) of the occupants, the amendment shall be declared adopted. The Secretary shall as soon as practicable after adoption, prepare a copy of these BY-LAWS as amended for certification by the Chairman and Secretary of the Association. Such amended and certified BY-LAWS shall then be filed and recorded in the office of the County Clerk, Park County, State of Wyoming. The BY-LAWS, as amended, shall become effective at the time of such recording.

ASSESSMENT

In accordance with the occupancy interest in the general common elements, each occupant shall be assessed for general common expenses. Such assessments and assessments for limited expenses shall be collected and paid according to terms and under procedures as adopted by the Board of Directors. The amount of the assessments described above and any other assessments allowed by these BY-LAWS, and by the State of Wyoming, shall be fixed by the Board of Directors. Notice of each occupant's assessments shall be mailed to said occupant at his address of record.

IN WITNESS WHEREOF, we, GEORGE BERCHTOLD and PHYLLIS BERCHTOLD, as the owners of record of all of the lots in BERCHLAND NO. 3 SUBDIVISION, as of the date hereof, hereby appoint the following persons to serve on the Board of Directors until the first annual meeting of the Association, to-wit:

<u>George Berchtold</u>	Chairman
<u>Phyllis Berchtold</u>	Treasurer
<u>Phyllis Berchtold</u>	Secretary
<u>Robert A Berchtold</u>	Member
<u>Ron Edward</u>	Member

size 111 no 940

And I, Phyllis Berchtold, and the said Board, hereby declare and affirm the adoption of the foregoing BY-LAWS on the 18th day of March, 1985.

Phyllis Berchtold
Secretary

Certification

We, the undersigned hereby certify that the foregoing is a true and correct copy of the By-Laws of the association of occupants of Berchtland No. 3 Subdivision of Park County, State of Wyoming, adopted on the 18th day of March, 1985.

George Berchtold
Chairman

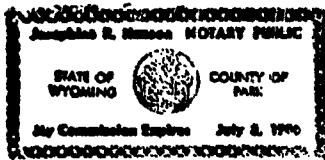
Phyllis Berchtold
Secretary

STATE OF WYOMING }
 } ss.
COUNTY OF PARK }

SUBSCRIBED and sworn to before me by George & Phyllis Berchtold this 18th day of March, 1985.

WITNESS my hand and official seal.

Joseph R. Hanson
Notary Public



State of Wyoming } ss.
County of Park }
This instrument was filed for record on the 20 day of March 1985 at 9:05 o'clock A. m. and duly recorded in Microfilm Book 111 records on page 932.
MARIE FORTANE, Register of Deeds
By Rosetta Greenfield, Deputy
No. 220891