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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS FOR
HUNTERS RUN HOMEOWNERS ASSOCIATION**



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DECLARATION OF COVENANTS, CONDITIONS,

RESTRICTIONS, AND EASEMENTS FOR

HUNTERS RUN HOMEOWNERS ASSOCIATION

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HUNTERS RUN ADDITION, PHASE ONE, P.U.D. is made and entered into this 29th day of September 2006, by HUNTERS RUN, LLC, a Wyoming Limited Liability Company (Declarant).

RECITALS

A. Declarant is the owner of Hunters Run Addition, Phase One, P.U.D. located in the City of Green River, County of Sweetwater, State of Wyoming, legally described on Exhibit "A" attached hereto and incorporated herein by this reference (Property). The final plat for Hunters Run Addition, Phase One, P.U.D., having been duly approved and executed, has been recorded in the Office of the Clerk and Recorder for Sweetwater County, Wyoming at Reception No. 1485001. The Property situated in Hunters Run Addition, Phase One, P.U.D. is subject to this Declaration.

B. The purpose of Declarant in making this Declaration is to create a planned common interest community known as Hunters Run Homeowners Association in accordance with the Association Documents and the City Code of Green River, Wyoming, as amended and supplemented from time to time.

C. Declarant intends to ensure the attractiveness of the Property, including the residences and other improvements constructed on it; to protect and enhance the values and amenities of the Property; to provide for the administration, operation, use and maintenance of common element; and to promote the health, safety and welfare of the Owners of property in the Project.

ARTICLE I. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

1.1 Imposition of Covenants. Declarant hereby makes, declares, and establishes the following covenants, conditions, restrictions, and easements (Covenants) that shall affect all of the Property. From this day forward, the Property shall constitute a planned common interest community known as Hunters Run Homeowners Association (Homeowners Association) and shall be held, sold and conveyed subject to these Covenants. These Covenants shall run with the land and shall be binding upon all Persons having any right, title, or interest in all or any part of the


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Property, including Declarant, and its heirs, successors, assigns, tenants, employees, guests, and invitees. These Covenants shall inure to the benefit of each Owner of the Property or part thereof.

1.2 Development and Use. Upon completion, the Residential Community shall consist of approximately three hundred twelve (312) Townhomes and lots for related residential uses.

ARTICLE II. DEFINITIONS

When used in this Declaration, unless the context clearly indicates otherwise, capitalized terms not otherwise defined in the Act are defined as follows:

2.1 "Act" shall mean and refer to the applicable provisions of the City Code of Green River, Wyoming, the enactments of the governing body of Sweetwater County, Wyoming, and the statutes of the State of Wyoming, as amended and supplemented from time to time.

2.2 "Allocated Interests" shall mean and refer to liability for Common Expenses and votes in the Association.

2.3 "Annual Assessments" shall mean the Assessments levied annually by the Executive Board.


2.4 "Articles" or "Articles of Incorporation" shall mean and refer to the Articles of Incorporation that have been filed with the Secretary of State of Wyoming to create Hunters Run Homeowners Association, as such Articles may be amended from time to time.

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

2.6 "Association" or "Homeowners Association" shall Hunters Run Homeowners Association, a Non-Profit Corporation, or any successor to said Association by whatever name, charged with the duties and obligations set forth in these Covenants.

2.7 "Bylaws" shall mean and refer to any instructions, however denominated, that are adopted by the Residential Association for the regulation and management of the Residential Association, including amendments to same.

2.8 "Common Element" shall mean and refer to any common area, outlot, real estate, easements or other real estate interests within the Residential Community owned or leased by the Association, other than a Lot. Unless otherwise permitted by amendment of this Declaration, the "Common Element" shall be limited to the real property described on Exhibit "B" attached hereto and incorporated herein by this reference, and the Improvements located (or to be located) thereon,


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and other appurtenances as are necessary or desirable for the full use and enjoyment by of such Improvements by the Members of the Association and Owners and occupants of Lots within the Residential Community.

2.9 "Common Expense Assessments" shall mean and refer to all Assessments made for Common Expenses and levied by the Executive Board pursuant to Article X.

2.10 "Common Expenses" shall mean and refer to the expenditures made or financial liabilities incurred for the ownership, use, operation, regulation, maintenance and repair of the Common Element and operation and management of the Residential Association. These expenses include, but are not necessarily limited to:

- (a) Expenses of administering, maintaining, leasing, insuring, repairing or replacing the Common Element and facilities and improvements located thereon.
- (b) Expenses declared to be Common Expenses by this Declaration.
- (c) Expenses agreed upon as Common Expenses by the Association.
- (d) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Element or any other real or personal property acquired or held by the Association.
- (e) Management fees.
- (f) Expenses incurred in connection with the use, operation, maintenance and repair of the Common Element and such other features as the Association shall deem reasonable and prudent or as are required by law or contract.
- (g) Taxes, fees, and similar charges.

2.11 "Declarant" shall mean and refer to Hunters Run, LLC, its successors, assigns, or any other Person or group of Persons acting in concert who (a) as a part of a common promotional plan, offers to dispose of to a purchaser a Declarant's interest in a Lot not previously disposed of to a purchaser; or (b) reserves or succeeds to any Special Declarant Right.

2.12 "Declaration" shall mean and refer to this Declaration of Covenants, Condition, Restrictions and Easements for Hunters Run Homeowners Association, including any amendments hereto and also including, but not limited to, any Plats of the Residential Community recorded in the Office of the Clerk and Recorder of Sweetwater County, Wyoming.

2.13 "Default Assessment" shall mean an Assessment levied by the Association pursuant


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to Article X.

2.14 "Design Guidelines" shall mean the guidelines and rules published and amended and supplemented from time to time by the Design Review Committee.

2.15 "Design Review Committee" or "Committee" or "DRC" shall mean the committee formed pursuant to Article VI to maintain the quality and architectural harmony of Improvements in the Residential Community.

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

2.17 "Dispose" or "Disposition" shall mean and refer to a voluntary transfer of any legal or equitable interest in a Lot, but the term does not include the transfer or release of a Security Interest.

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


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

2.20 "Expansion Property" shall mean such additional real property owned or subsequently acquired by Declarant or subject to an option to purchase held by Declarant, which Declarant may make subject to the provisions of this Declaration by duly recorded Declaration of Annexation.

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

2.22 "Homeowners Association" shall mean Hunters Run Homeowners Association, a planned common interest community as defined by the Act created by this Declaration, consisting of the Property, including any Expansion Property, and all of the Improvements located on the Property.

2.23 "Homeowners Association Documents" shall mean the basic documents creating and governing the Hunters Run Homeowners Association, including, but not limited to: The Final Plat, this Declaration, the Articles of Incorporation and Bylaws, the Design Guidelines, the Homeowners Association Rules, and any other procedures, rules, regulations or policies adopted under such documents by the Association and the Development Agreement for Hunters Run Addition, Phase One, P.U.D., Findings and Resolutions of the Mayor and City Council for the City


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of Green River, Sweetwater County Land Use Code, Final Use Plans and related documents.

2.24 "Improvement(s)" shall mean all buildings, structures, parking areas, fences, walls, decorative landscaping features, hedges, plantings, and other landscaping, lighting, poles, driveways, roads, streets, ponds, irrigation facilities, swimming pools, recreational equipment, signs, changes in any exterior color or shape, excavation and all other site work, including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement which may not be included in the foregoing. "Improvement(s)" does not include turf, shrub, or tree repair or replacement of a magnitude that does not change exterior colors or exterior appearances. "Improvement(s)" includes both original improvements and all later changes and improvements.

2.25 "Landscaping" shall mean and refer to a space of ground covered with lawn, ground cover, shrubbery, trees, flowers and other plant materials which may be complimented with earth berms, masonry, rock or bark mulch or other ground cover and other similar landscaping materials, together with irrigation/sprinkler systems associated with same (but excluding such systems if owned by another entity with which the Association contracts for such service), all harmoniously combined with other Improvements.

2.26 "Limited Common Element" shall mean a portion of the Common Element, designated in this Declaration, or on any Plat or Map, or by the Act, for the exclusive use of one (1) or more but fewer than all of the Lots. The Board may designate parts of the Common Element from time to time for use by less than all of the Lot Owners.

2.27 "Lot" shall mean and refer to a physical portion of the Residential Community in Hunters Run Addition, Phase One, P.U.D. which is designated for separate ownership or occupancy and the boundaries of which are described in or determined from the applicable declarations and recorded Plats. For those Lots that are Townhomes, the Lot shall consist of the building envelope, including the underlying land and the structure situated thereon measured to the exterior finish such as siding, windows, doors, and roofing. The governing legal descriptions of the Lots shall be determined in accordance with the appropriate recorded Plat and declaration. Such Lots shall be governed by this and such other declarations as apply to each Lot.

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

2.29 "Member" shall mean any Person holding membership in the Residential Association.

2.30 "Mortgage" shall mean any mortgage, deed of trust, or other document which is recorded in the office of the Clerk and Recorder of Sweetwater County, Wyoming, and which encumbers any portion of the Property or interest therein as security for the payment of a debt or obligation.


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2.31 "Owner" shall mean the Owner of record, including Declarant, and including a contract purchaser, whether one (1) or more Persons of fee simple title to any Lot, but shall not mean or refer to any Person who holds such interest merely as security for the performance of a debt or other obligation, including a Mortgage, unless and until such Person has acquired fee simple title pursuant to foreclosure or other proceedings.

2.32 "Period of Declarant Control" shall mean the period during which Declarant may appoint and remove Directors and officers of the Association as permitted under the Act. The Period of Declarant Control will begin on the date this Declaration is first recorded in the office of the Clerk and Recorder of Sweetwater County, Wyoming, and will end no later than: (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Lots that may be created within the Property and the Expansion Property, to Owners other than Declarant; (ii) two (2) years after the last conveyance of a Lot by Declarant in the ordinary course of business; or, (iii) the date on which Declarant voluntarily terminates the Period of Declarant Control by recording a notice to that effect in the office of the Clerk and Recorder of Sweetwater County, Wyoming, whichever of the foregoing dates or events occurs first.


2.33 "Person" means a natural Person, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or combination of the foregoing.

2.34 "Plat" shall mean any engineering survey or surveys of all or part of the Hunters Run Addition, Phase One, P.U.D., together with such other diagrammatic plans and information regarding the Property as may be required by the Act or other applicable law, or as may be included in the discretion of Declarant, as each such survey may be amended and supplemented from time to time, and all as recorded in the office of the Clerk and Recorder of Sweetwater County, Wyoming.

2.35 "Property" shall mean and include the property platted as Hunters Run Addition, Phase One, P.U.D. and described on Exhibit "A" and initially subjected to this Declaration and any Expansion Property from time to time made subject to these Covenants.

2.36 "Security Interest" shall mean and refer to an interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

2.37 "Security Interest Holder" shall mean and refer to a Person owning a Security Interest in a Lot situated on the Property, except the Security Interest for real property taxes and assessments made by Sweetwater County, Wyoming, or other governmental authority having jurisdiction over the Residential Community.


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2.38 "Special Assessment" shall mean an Assessment levied pursuant to Article X by Executive Board.

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

2.40 "Successor Declarant" shall mean any Person to whom Declarant assigns any or all of its rights, obligations or interest as Declarant, as permitted by the Act and Homeowners Association Documents.

2.41 "Townhome" shall mean the building envelope, including the underlying land and the structure situated thereon measured to the exterior finish such as siding, windows, doors, and roofing.

2.42 "Townhome Exterior" shall mean the elements of the exterior finish of the Townhomes that the Association is responsible for repairing, maintaining, and replacing including roofs, siding, and exterior trim.

2.43 "Vote" shall mean an affirmative or negative response by a qualified Member of the Residential Association to a clearly stated proposition submitted to the Owners for determination.

ARTICLE III. THE RESIDENTIAL COMMUNITY


3.1 Establishment of Planned Community. By this Declaration, the Residential Community is established as a planned common interest community, consisting of approximately three hundred twelve (312) Townhomes and Lots for related residential uses. Declarant reserves the rights to incorporate additional Property and Lots within the Residential Community.

3.2 Declaration of Lot Boundaries. The boundaries of each Lot are designated on the Plat, and each Lot is identified by the number or address noted on the Plat.

3.3 Plat. The Plat shall conform to the requirements of the laws of the State of Wyoming and shall be filed for record in the office of the Clerk and Recorder of Sweetwater County, Wyoming. The Plat may be filed as a whole or as a series of Plats from time to time. Any Plat filed subsequent to the first Plat shall be termed a supplement to the Plat, and the numerical sequence of each supplement shall be shown on it.

ARTICLE IV. ASSOCIATION AS ATTORNEY-IN-FACT

Each and every Owner hereby irrevocably constitutes and appoints the Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of


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dealing with any Improvements on the Common Element upon damage or destruction or a complete or partial taking by condemnation as provided herein. Acceptance by any grantee of a deed or other instrument of conveyance from Declarant or from any Owner shall constitute appointment of the Association as attorney-in-fact as provided in this Article. As attorney-in-fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted to the Association as attorney-in-fact.

ARTICLE V. THE ASSOCIATION


5.1 Association Management Duties. Subject to the rights and obligations of Declarant as set forth in this Declaration, and the rights and obligations of the Owners, the Association shall be responsible for the administration, maintenance, and operation of the Property as provided by this Declaration. In addition, the Association may undertake contractual responsibilities relating to other Property, facilities or services that are used by or available to the Owners under arrangements, including, without limitation, those described in this Article.

The Executive Board shall exercise on behalf of the Association all powers, duties and authorities vested in or obligated to be taken by the Association and not reserved to Declarant, or other applicable law.

5.2 Common Element and Improvements. Declarant shall transfer to the Association by Warranty Deed those tracts constituting the Common Element located within the Property, from time to time, subject to various easements as dedicated on any Plat or by separate recorded instrument. Declarant shall transfer to the Association by written instrument any Improvements located on the Common Element after the Declarant has completed the construction of such Improvements thereon. From time to time before the expiration of the Special Declarant Rights Period, Declarant may, but shall not be obligated to, convey to the Association, by written instrument recorded with the Clerk and Recorder of Sweetwater County, Wyoming, certain other parts of the Property (including the Expansion Property) as Common Element.

The Common Element generally is designated by this Declaration for the common use, benefit and enjoyment of the Owners, Occupants, employees, tenants, guests and invitees, and such other Persons as may be permitted to use the Common Element, as Declarant may specify. Nothing in this Declaration or the other Homeowners Association Documents shall be construed as a dedication to public use, or a grant to any public, or quasi-public authority or utility, or an assumption of responsibility for the maintenance of any Common Element by such authority or utility, absent an express written agreement to that effect.

5.3 Association's Responsibility for Common Element and Improvements. The Association, subject to the rights and obligations of the Owners set forth in this Declaration, shall


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be responsible for the management, maintenance, and control of the Common Element conveyed pursuant to Section 5.2, above, and all Common Facilities and Improvements on the Common Element (including any equipment related thereto), and shall keep it in good, clean, and attractive condition and repair, pursuant to the terms and conditions of this Declaration. The Association shall maintain, repair, replace, beautify and keep neat, attractive, and in good order all of the Common Element, Common Facilities, Improvements, Landscaping, Townhome Exteriors, private and public streets and alleys, emergency assess, exterior lighting, and open space owned by or which is the responsibility of the Association.

Any use of the Common Element and Common Facilities by Owners, Occupants, employees, tenants, guests and invitees, and such other Persons permitted access to the Common Element shall be subject to and governed by any applicable Homeowners Association Rules and Documents, and Zoning. The Association, acting through the Executive Board, may grant easements, rights-of-way, leases, licenses and concessions through or over the Common Element without the independent approval by the Owners; subject, however, to the right of Declarant and the Owners to use the Common Element as provided in this Declaration.

5.4 Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot. No Owner, whether one (1) or more Persons, shall have more than one (1) Membership per Lot owned, but all of the Persons owning each Lot shall be entitled to rights of Membership and of use and enjoyment appurtenant to such Ownership.

5.5 Classes of Membership and Voting Rights. The Association shall have one class of voting Membership composed of all Owners, including Declarant. All Members shall be entitled to vote on Association matters on the basis of each Member's Ownership Interest, as defined. The votes cast in favor or in opposition to any issue before the Membership shall be tallied on the basis of the Owners' Membership Interests in the Property actually voting. Any dispute concerning the Owners' Membership Interests voting on an issue shall be determined by reference to the real estate records of Sweetwater County including the Final Plat and any amendments thereto and recorded Documents, or the most recent Declaration of the Declarant or Executive Board, whichever applies.

When more than one Person is an Owner of any Lot, all such Persons shall be Members. The vote for such Lot may not be divided, but must be a single act exercised by one Person as the Owners collectively determine. Any Person, upon becoming a Member, on request shall furnish to the Secretary of the Association a photocopy or certified copy of the recorded instrument, lease, or other written evidence, vesting the party with the interest required to become a Member of the Association.

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


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(a) Except as specifically provided to the contrary in this Declaration, the percentage of liability for Common Expenses shall be allocated on the basis of each Owner's Membership Interest for their respective Lot(s) in the Residential Community; and,

(b) the number of votes in the Association shall be allocated on the basis of each Owner's Membership Interest for their respective Lot(s) in the Residential Community.

5.7 Appointment of Officers and Directors by Declarant. Until the expiration of the Period of Declarant Control, Declarant shall retain the exclusive powers to appoint and remove the Directors on Executive Board and Officers of the Association. Notwithstanding the foregoing, Declarant may voluntarily surrender the right to appoint and remove the Directors and Officers of the Association before the end of the Period of Declarant Control by providing a notice to that effect to the Association and otherwise complying with the procedures for termination of this Special Declarant Right. Upon voluntarily terminating this Special Declarant Right in advance of the expiration of the Period of Declarant Control, Declarant may require that specified actions of the Association as described in an instrument executed and recorded by Declarant in the office of the Clerk and Recorder of Sweetwater County, Wyoming, be approved by Declarant before those actions become effective.

5.8 Budget. Within thirty (30) days after adoption of any proposed budget for the Association, the Board shall mail, by ordinary first-class mail, or otherwise deliver, a summary of the budget to the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting the budget is rejected by the vote of at least seventy-five percent (75%) of the Members of the Association present in Person or by proxy at a duly constituted meeting of the Members, then the budget is ratified, provided a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

5.9 Owners' and Association's Addresses for Notices. All Owners of each Lot shall have one and the same registered mailing address to be used by the Association or other Owners for notices, bills, and all other communications regarding Association matters. The address shall be that which is assigned by Sweetwater County unless the Owner or Owners of a Lot shall furnish a different registered address to the Secretary of the Association after receiving title to the Lot. The registration shall be in written form and signed by all of the Owners of the Lot or their authorized representative(s). If all of the Owners cannot agree, then the assigned address of the Lot shall be deemed the registered address until another registered address is furnished as required under this Section.

If the address of the Lot is the registered address of the Owners, then any notice shall be deemed duly given if delivered to any Person occupying the Lot or sent to the Lot by first class



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mail. If the Lot is unoccupied, the notice shall be held and available for the Owners at the principal office of the Association.

All notices, demands, and correspondence intended to be served upon the Executive Board shall be sent to the address of the Association or such other address as the Board may designate from time to time by a notice delivered to all Owners in accordance with this Section. Notice of meetings of Owners shall be posted on the Association's webpage, delivered by e-mail or personal delivery or mailing of the information to all Owners, or posted in a conspicuous place in the Residential Community.

5.10 Compliance with Documents. Each Owner shall abide by and benefit from the provisions, covenants, conditions, and restrictions contained in the Homeowners Association Documents.

5.11 Rules and Regulations. The Association, from time to time and subject to the provisions of the Homeowners Association Documents, may adopt, amend and repeal "Homeowners Association Rules" governing, among other things and without limitation:

- (a) The use of the Common Element and Common Facilities.
- (b) The use of parking facilities, streets, driveways, sidewalks, trails, trash and recycling storage, and similar amenities, if any, within the Residential Community.

A copy of the Homeowners Association Rules in effect shall be distributed to each Member of the Association. Any change in the Homeowners Association Rules shall be distributed to each Member within a reasonable time following the effective date of the change. Without limiting the generality of the foregoing, the Board may suspend voting rights of a Member after notice and hearing and take such enforcement action as provided in the Bylaws for an infraction of the Homeowners Association Rules.

5.12 Cooperation with Other Associations. The Association shall have the right, power and authority to contract in writing with other Associations governing common interest communities within the Residential Community for services involved in management of the Association's affairs. Any such contract may provide for payment by the Association of the reasonable estimated expense of providing such services, including in such event the fair share of the overhead expenses of the other Association.

5.13 Cooperation with Local Government. The Association will cooperate with local governmental and quasi-governmental authorities in all respects to enable the Association and such authorities to efficiently and economically provide their respective services to the Owners. It is contemplated that from time to time either the Association or any of those authorities may



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use the services of the other in furthering their respective obligations, and they may contract with each other to better provide for such cooperation.

5.14 Cooperation with Developers. The Association may cooperate with developers of adjacent parcels, including, without limitation, parcels developed for residential or commercial purposes, in all respects to enable the Association and the Owners of such properties and/or Associations representing same, to efficiently and economically provide appropriate services to the Owners of the respective parcels. It is contemplated that from time to time either the Association or any of those authorities may use the services of the other in furthering their respective obligations, and that they may contract with each other to better provide for such cooperation and services.

5.15 Manager. The Association may employ or contract for the services of a Manager to act for the Association in the furtherance of Association purposes according to the powers and duties delegated to the Manager pursuant to the Bylaws or resolution of the Board, provided that no such employment shall be by a contract having a term of more than three (3) years, and each such contract shall be subject to cancellation by the Association on ninety (90) days or less prior notice without cause and without payment of a termination fee. The Manager shall not have the authority to make expenditures for additions or Improvements except upon specific prior approval and direction by the Board. The Board or any officer of the Association shall not be liable for any omission or improper exercise by a Manager of any such duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

5.16 Delegation by Executive Board. Without limiting the generality of the provisions in this Article, the Executive Board may delegate certain of its powers to any committee or other entity that the Board may choose to form.

Any delegation by the Board under this Article is subject to compliance with the Bylaws, and the Board, when so delegating, will not be relieved of its responsibilities under the Homeowners Association Documents.

5.17 Ownership of Personal Property and Real Property for Common Use. The Association, through action of its Executive Board, may acquire, hold, and Dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other Property interests within the Residential Community and conveyed to the Association by Declarant.

5.18 Annual Notice of Books and Records. The Association shall make available for inspection at its principal office, upon request, during normal business hours or under other reasonable circumstances to Owners and holders of Security Interests, current copies of the Homeowners Association Documents and the books, records, and financial statements of the Association prepared pursuant to the Bylaws. Any Owner or Security Interest Holder may make


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a written request to the Association for a copy of the financial statements for the preceding year. The Association may charge a reasonable fee for copying such materials.

The Association shall maintain the following records at its principal office:

- (a) Final Plat
- (b) Development Agreement
- (c) Final Use Plan
- (d) Articles of Organization;
- (e) By-laws;
- (f) Declaration and amendments;
- (g) Resolutions of the Executive Board;
- (h) Minutes of Owners' meetings and records of Owners' actions without meetings for past three years;
- (i) All written communications to Owners for past three years;
- (j) Names, addresses and telephone numbers of current Directors and officers;
- (k) Most recent financial reports; and,
- (l) All financial reports and audits for past three years.

Not later than ninety (90) days after the end of its fiscal year, the Association shall make available upon request to Owners the Association's financial and operating information. Not later than ninety (90) days after the Association changes the address of its principal office, the Association shall provide notice of the change of address to all Owners. The foregoing disclosure requirements may be met by posting on the Association's webpage, maintaining the documents and information in a binder at the principal office of the Association, or personal delivery or mailing of the information to all Owners.

5.19 Maintenance Reserves. The Association shall establish and maintain an adequate reserve fund ("Maintenance Reserves") from Annual Assessments for maintenance, repair or replacement of the public streets, Common Element, Landscaping, Townhome Exteriors, Improvements and for any other facilities for which contribution from the Association is required in accordance with this Declaration and the Homeowners Association Documents.

5.20 Implied Rights and Obligations. The Association shall perform all of the duties and obligations imposed on it expressly by the Homeowners Association Documents, together with every other duty or obligation reasonably to be implied from the express provisions of the Homeowners Association Documents or reasonably necessary to satisfy any such duty or obligation reasonably to be implied from the express provisions of the Homeowners Association Documents or reasonably necessary to satisfy any such duty or obligation. The Association may exercise any other right or privilege: (i) given to it expressly by the Homeowners Association Documents; (ii) reasonably to be implied from the existence of any right or privilege given expressly by the Homeowners Association Documents; or, (iii) reasonably necessary to effectuate any such right or privilege.



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5.21 Litigation Matters. The Association and its officers and Directors shall have no obligation, right, or authority, to administer, manage, investigate, report, litigate, arbitrate, mediate or otherwise be involved in any claims or disputes asserted, or which might be assertable, by individual Owners against any Declarant, Owner, developer, contractor or other party with regard to alleged construction defects, express or implied construction warranties or similar claims or actions pertaining to any Building or other Improvements constructed in or on any Lot within the Residential Community (Claim). Without limiting the foregoing, the Association shall not be considered a proper party in interest in any such action or proceeding with respect to any Claim. Without limiting the foregoing, the Association shall not be involved directly or indirectly, in organizing, administering, supervising, managing or otherwise soliciting involvement in any class action or litigation in connection with any Claim.

Nothing herein contained shall be construed as limiting the rights and obligations of the Association with respect to the assertion of claims with respect to any Improvements located within or upon the Common Element, nor shall it preclude the assertion of any Claims directly by an individual affected Owner of a Lot.

Due to the foregoing restriction, neither the Executive Board nor the Association will have any obligation, responsibility or liability to any Owner or Member on account of the existence of any Claims or refusal of the Association or the Executive Board to pursue any such Claims.

5.22 Governance Policies of Executive Board. The Executive Board shall perform the following in its management of the affairs of the Association:

- (a) Maintain accounting records using generally accepted accounting principles.
- (b) Adopt rules and regulations concerning collection of assessments, Director's conflicts of interest, conduct of meetings, and enforcement of Declaration, including notice and hearing procedures and schedule of fines.
- (c) Adopt policy regarding inspection and copying of Association records by Owners or Owner's agents and investment of reserve funds.
- (d) Adopt procedure for amending rules and regulations.
- (e) Adopt policy for reimbursement of Directors for attending educational meetings and seminars on responsible governance of associations.

5.23 Votes on Issues. The Executive Board shall approve the language of any proposition submitted to a Vote. The manner of submitting a proposition to the Members for a



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Vote shall be determined by the Executive Board subject to the following:

- (a) Votes may be exercised in person or by proxy at a regular or special meeting of Members, written notice for which shall be sent by first class mail, postage prepaid, to the last known address of each Member not less than ten (10) calendar days before the meeting; or,
- (b) votes may be exercised by mail ballot in response to a written proposition sent by first class mail, postage prepaid, to the last known address of each Member not less than fifteen (15) calendar days before the deadline for returning the completed ballot to the address provided on the face of the ballot. No vote may be accepted after the closure of voting at a meeting or after the expiration of the deadline for a mail ballot. No proposition may be submitted to Members by a combination of voting at a meeting and mail ballot.

ARTICLE VI. DESIGN REVIEW COMMITTEE AND GUIDELINES

6.1 Committee and Guidelines. There is hereby established a Design Review Committee (DRC) which shall be responsible for the establishment and administration of Design Guidelines to facilitate the purposes and intent of this Declaration. The DRC may issue and enforce Design Guidelines applicable to the Residential Community. The DRC may amend, vary, repeal and augment the Design Guidelines from time to time, in the DRC's sole discretion based on concerns for good planning and design, the aesthetic, architectural and environmental harmony of the Residential Community or other factors as necessary or desirable to fulfill the intent of the Design Guidelines and implement the purposes of this Declaration. The Design Guidelines shall be binding on all Owners and other Persons governed by this Declaration.

The Design Guidelines may include, among other things, those restrictions and limitations set forth below:

- (a) Standards establishing and dictating an architectural theme and requirements pertaining to building style and design, construction materials and site planning.
- (b) Procedures for making application to the DRC for design review approval, including the documents to be submitted and the time limits in which the DRC must act to approve or disapprove any submission.
- (c) Time limitations for the completion, within specified periods after approval, of the Improvements for which approval is required under the Design Guidelines.
- (d) Designation of a building site on a Lot, establishing the maximum developable area of a Lot and setback or view corridor requirements.



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- (e) Minimum and maximum square foot areas of living space that may be developed on any Lot.
- (f) Limitations on the height of any building or other Improvement.
- (g) Specifications for the location, dimensions and appearance or screening of any permitted fences, accessory structures, antennae or other such Improvements.
- (h) Landscaping regulations; limitations and restrictions prohibiting the removal or requiring the replacement of existing trees; and guidelines encouraging the use of plants indigenous to the locale and compatible with the design theme of the Residential Community; and other practices benefiting the protection of the environment, aesthetics and architectural harmony of the Residential Community.
- (i) Regulations for parking vehicles on or off of the streets, within an enclosed garage or a designated area on a Lot and for parking emergency vehicles.
- (j) General instructions for the construction, reconstruction, refinishing or alteration of any Improvement, including any plan to excavate, fill or make any other temporary or permanent change in the natural or existing surface contour or drainage or any installation of utility lines or conduits on the Property, addressing matters such as waste storage, trash removal, equipment and materials storage, grading, transformers, and meters.
- (k) Designation of front, side or rear entry garages.
- (l) Use and design of private alleys and streets located within the Property.
- (m) Design, use and installation of potable and raw water irrigation systems to ensure efficient use of water.

6.2 DRC Membership and Organization. The DRC shall be composed of not less than three (3) nor more than five (5) Persons. The DRC may include one (1) or more professional design consultants, but need not include any Member of the Association. All members of the DRC shall be appointed, removed and replaced by Declarant, in its sole discretion until such time as Declarant no longer own any Lots within the Residential Community, unless Declarant earlier waives this right by notice to the Association recorded in the office of the Clerk and Recorder of Sweetwater County, Wyoming. At such time, the Executive Board shall succeed to Declarant's right to designate the number of and to appoint, remove or replace the members of the DRC. In the absence of appointment of a separate board, the Executive Board may serve as the DRC.



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6.3 Purpose and General Authority. The DRC shall review, study and either approve or reject proposed Improvements on all Lots situated on the Property to ensure compliance with this Declaration and as further set forth in the Design Guidelines and such rules and regulations as the DRC may establish from time to time to govern its proceedings. No Improvement shall be erected, placed, reconstructed, replaced, repaired or otherwise altered, nor shall any construction, repair or reconstruction be commenced until plans for the Improvements shall have been approved by the DRC; provided, however, that Improvements that are completely within a building may be undertaken without such approval. All Improvements shall be constructed only in accordance with approved plans.

6.4 DRC Discretion. The DRC shall exercise its best judgment to see that all Improvements conform and harmonize with any existing structures as to external design, quality and type of construction, seals, materials, color, location on the Lot, height, grade and finished ground elevation, and the schemes and aesthetic considerations set forth in the Design Guidelines and the other Homeowners Association Documents. The DRC, with the approval of the executive Board, based on concerns for good planning and design, the aesthetic, architectural and environmental interests of the Residential Community, or other factors as necessary or desirable to fulfill the intent of the Design Guidelines, may excuse compliance with such requirements in specific situations and may permit compliance with different or alternative requirements.

6.5 Binding Effect. The actions of the DRC in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

6.6 Organization and Operation of DRC. The organization and operation of the DRC shall conform to the following:

(a) Term of Members. The term of office of each member of the DRC shall continue at the pleasure of the appointing authority pursuant to Section 6.2, and run until his successor shall have been appointed. Should a DRC member die, retire or become incapacitated, or in the event of a temporary absence of a member, a successor may be appointed as provided in Section 6.2.

(b) Chairman. The chairman of the DRC shall be elected annually from among the members of the DRC by a majority vote of such members. In the absence of a chairman, the members may appoint or elect a successor, or if the absence is temporary, an interim chairman.

(c) Conduct of Meetings. The DRC chairman shall take charge of and conduct all meetings and shall provide for reasonable notice to each member of the DRC prior to any meeting. The notice shall set forth the time and place of the meeting, and notice may be waived by any member.


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(d) Voting. The affirmative vote of a majority of the then serving members of the DRC shall govern its actions and be the act of the DRC.

(f) Review of Plans. The DRC shall consider and act upon any and all requests submitted for its approval. The DRC shall approve plans and specifications submitted to it only if it determines that the construction, alteration, and additions contemplated thereby, and in the location as indicated, will comply with this Declaration; will serve to preserve and enhance the values of Lots within the Residential Community; will be consistent with the spirit and intent of this Declaration; and will maintain a harmonious relationship among structures, vegetation, and topography within the Residential Community. The DRC shall consider the quality of workmanship, type of materials, and harmony of exterior design with other dwellings, if any, located within the Residential Community.

Should the DRC fail to approve or disapprove the plans and specifications submitted to it by an Owner within thirty (30) days after complete submission of all required documents, the plans shall be resubmitted to the DRC by certified mail, return receipt requested, with a copy to the Declarant, by certified mail, return receipt requested. No building or other structure shall be erected or allowed to remain on any Lot that violates or is inconsistent with any of the covenants or restrictions contained in this Declaration. The issuance of a building permit or license for the construction of improvements inconsistent with this Declaration shall not prevent the Association or any Owner from enforcing the provisions of this Declaration as provided by Section 6.10, below.

(g) Expert Consultation. The DRC may avail itself of other technical and professional advice and consultants as it deems appropriate, and the DRC may delegate its plan review responsibilities, except final review and approval, to one (1) or more of its members or to consultants retained by the DRC. Upon that delegation, the approval or disapproval of plans and specifications by such member or consultant shall be equivalent to approval or disapproval by the entire DRC.

6.7 Expenses. Except as provided in this Section, all expenses of the DRC shall be paid by the Association and shall constitute a Common Expense. The DRC shall have the right to charge a fee for each application submitted to it for review, in an amount that may be established by the DRC from time to time, and such fees shall be collected by the DRC and remitted to the Association to help defray the expenses of the DRC's operation. The members of the DRC shall not be entitled to any compensation for services performed pursuant to these Declaration.

6.8 Other Requirements. Compliance with the Homeowners Association design review process is not a substitute for compliance with County building, zoning and subdivision regulations, and each Owner is responsible for obtaining all approvals, licenses, and permits as may be required prior to commencing construction of Improvements.

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6.9 Limitation of Liability. The DRC shall use reasonable judgment in accepting or disapproving all plans and specifications submitted to it. Neither the DRC nor any individual DRC member shall be liable to any Person for any official act of the DRC in connection with submitted plans and specifications, except to the extent the DRC or any individual DRC member acted with malice or wrongful intent. The Association shall not be obligated to indemnify any member of the DRC to the extent any such member of the DRC is adjudged to be liable for acting with malice or wrongful intent in the performance of his duty as a member of the DRC, unless and then only to the extent that the court in which such action or suit may be brought determines that in view of all circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expense as such court shall deem proper.

6.10 Enforcement. The DRC shall conform to the following in the performance of its duties and responsibilities:

(a) Inspection. Any member or authorized consultant of the DRC, or any authorized officer, Director, employee or agent of the Association may enter upon any Lot at any reasonable time after notice to the Owner, without being deemed guilty of trespass, in order to inspect Improvements constructed or under construction on the Lot to determine whether the Improvements have been or are being built in compliance with the Homeowners Association Documents and the plans and specifications approved by the Design Review Committee.

(b) Completion of Construction. Before any Improvements on a Lot may be occupied, the Owner of the Lot shall be required to obtain a temporary certificate of compliance issued by the DRC indicating substantial completion of the Improvements in accordance with the plans and specifications approved by the DRC, and imposing such conditions for issuance of a final certificate of compliance as the DRC may determine appropriate in its reasonable discretion. Without limiting the generality of the preceding sentence, the DRC may require, as a condition to the issuance of the temporary certificate of compliance, that the Owner deposit with the DRC such sums as may be necessary to complete the landscaping on the Lot by a specified date. If the landscaping is not completed as scheduled, the DRC may apply the deposit to cover the cost of completing the work and enforce such other remedies as are available to the Association for the failure of the Owner to comply with this Declaration.

(c) Certificate of Compliance. Upon payment of a reasonable fee established from time to time by the Design Review Committee, and upon written request of any Owner or his agent, an existing or prospective Security Interest Holder, or a prospective grantee, the Design Review Committee shall issue an acknowledged certificate, in recordable form, setting forth generally whether, to the best of the



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Design Review Committee's knowledge, the improvements on a particular Lot are in compliance with the terms and conditions of the Design Guidelines.

(d) Deemed Nuisances. Every violation of this Declaration is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against a Member shall be applicable. Without limiting the generality of the foregoing, this Declaration may be enforced as provided below.

(i) Fines for Violations. The DRC may adopt a schedule of fines for failure to abide by the DRC rules and the Design Guidelines, including fines for failure to obtain any required approval from the DRC.

(ii) Removal of Nonconforming Improvements with Court Order. The Association, upon request of the DRC and after first obtaining a court order from a Wyoming court having jurisdiction thereof, may enter upon any Lot and remove any Improvement constructed, reconstructed, refinished, altered or maintained in violation of this Declaration. The Owner of the Improvement shall immediately reimburse the Association for all expenses incurred in connection with such removal. If the Owner fails to reimburse the Association within thirty (30) days after the Association gives the Owner notice of the expenses, the sum owed to the Association shall bear interest at the Default Rate from the date of the advance by the Association through the date of reimbursement in full, and all such sums and interest shall be a Default Assessment enforceable as provided in Article VIII.

6.11 Reconstruction of Common Element. The reconstruction by the Association after destruction by casualty or otherwise of any Common Element that is accomplished in substantial compliance with "as built" plans for such Common Element shall not require compliance with the provisions of this Article or the Design Guidelines.

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



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6.13 Color. All dwellings and other structures constructed on any Lot shall be stained or painted in such colors as are approved in writing by the Declarant (for a period of ten (10) years from the date of the recording of this Declaration) or thereafter by the DRC.

6.14 Address Signage. Each dwelling within the Residential Community shall have a address sign/house number affixed, of a design and at a location established and/or approved by the DRC, which shall at all times endeavor to maintain uniformity of such signage.

6.15 Fences. Any fence to be constructed on a Lot must be approved by the DRC. All fences shall be constructed of materials acceptable to the DRC, and shall conform in all respects to the standard subdivision design as adopted from time to time by the DRC. The DRC shall provide the fence detail information to any Owner requesting such information. This Section shall not apply to entrance or "monument" fencing erected by the Declarant or Association for the benefit of the Residential Community generally, or to entrance signage or to other signage that may or may not actually be incorporated into fencing, but that may be located on, adjacent to or in the vicinity of fencing. The DRC shall also designate those areas in which common fencing shall be required and the height, type and style of such common fencing.

6.16 Driveways, Monuments and Mailboxes. All monuments, gates, archways, or other privately owned structures identifying the entrance to a Lot must be approved by the DRC. Monuments, gates, archways, or other similar privately owned structures may not be located on the right of way for the public streets or Common Element. Mailboxes may not be located on the edge of street pavement nor within the four foot (4') road shoulder area. Monuments, gates, archways, mailboxes, and other similar structures shall not obstruct water drainage

All mailboxes must be approved by the DRC. Mailboxes shall be constructed of materials acceptable to the DRC, and shall conform in all respects to the standard subdivision design as adopted from time to time by the DRC. The Declarant and Association shall have authority to establish a system of centrally located mailboxes and to prohibit use of individually owned, private mailboxes at any time.

6.17 Subdivision of Lots. No Lot may be further subdivided without the approval of the Executive Board of the Association, which approval shall be within its sole discretion. This provision shall not be construed to prohibit or prevent the dedication or conveyance of any portion of a Lot as an easement for public utilities.

ARTICLE VII. PROPERTY USE RESTRICTIONS

7.1 General Restriction. The Property shall be used only for the purposes set forth in the Final Use Plan and Zoning, this Declaration, as permitted by the applicable ordinances of the City of Green River and the laws of the State of Wyoming and the United States, and as set forth in



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the Homeowners Association Documents or other specific recorded covenants affecting all or any part of the Property.

7.2 Residential Use of Lots. Each Lot may be used only for residential purposes and developed by the construction of a single-family residence. No business or commercial building may be erected on any Lot, and no business or commercial enterprise or other non-residential use may be conducted on any part of a Lot, except as provided in Section 7.3, below.

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

- (a) Such home occupation shall be conducted only within the interior of the dwelling located on such Lot and shall not occupy more than fifteen percent (15%) of the total finished area within the dwelling.
- (b) No signs or advertising devices of any nature whatsoever shall be erected or maintained on any Lot with respect to such home occupation, except those approved in writing by the DRC.
- (c) Any trade or business conducted on a Lot shall be conducted only by the residents thereof.
- (d) No noise or offensive activities shall be conducted on any Lot and no Lot shall be used, in whole or in part, for the storage of any property or thing that will cause the Lot to appear in an unclean or untidy condition or that will create an eyesore.
- (e) No substance, thing or material which emits foul or obnoxious odors, or causes any noise that might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding Lots shall be permitted on a Lot.
- (f) No trade or occupation shall be conducted from a Lot unless one (1) or more of the Owners of such Lot reside within the dwelling on such Lot, and any such trade or occupation shall cease and terminate when the Owner(s) of such Lot ceases to reside thereon.
- (g) No retail sales shall be conducted on any Lot and no customer parking shall be allowed.
- (h) There shall be no evidence of a home occupation visible from the outside of a dwelling.



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

(j) No business providing services or goods or any combination thereof of a sexual nature, as the term is generally understood or defined by law, may be conducted on any Lot.

7.4 Household Pets. No animals, birds or reptiles of any kind may be raised, bred or kept on any portion of the Residential Community, except that a combined total of not more than two (2) dogs, cats and other common domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No dog or other common domesticated household pet may be kept that weighs fifty (50) pounds or more as an adult. The Executive Board may adopt rules and regulations regarding the maintenance and shelter of animals upon the Property.

7.5 Pet Runs. No pet runs or other fenced-in areas for the containment of dogs or other pets shall be permitted upon any Lot without the prior written approval of the DRC. In considering whether to approve any such pet run or other fenced-in areas, the DRC shall consider the location, size, concealment, proximity to surrounding structures and adjacent Lots, proposed building materials, aesthetic appeal and harmony of exterior design in relation to surrounding structures. Furthermore, no invisible fences or similar restraints shall be installed within or encroach upon any portion of the Common Element.

7.6 Livestock and Fowl. No livestock or fowl may be raised, bred or kept on any portion of the Residential Community.

7.7 Signage. No signs or advertising of any character shall be erected, placed or permitted or maintained within the Residential Community unless the DRC has given consent to the same in writing. This provision shall not apply to permanent signs identifying the Residential Community which are installed by the Declarant as part of the development of the Residential Community, nor shall this provision preclude Declarant or its agents, as long as Declarant are the Owners of any Lot within the Residential Community, from placing such signs as Declarant deem appropriate, without limitation on size or location, offering the Property or Lots for sale. The Executive Board may adopt rules and regulations permitting signs advertising Lots for sale at such location and of such character as the Board shall designate, provided that in no event shall individual Lot Owners be entitled to place advertising signs on the Common Element, nor shall any such Lot Owner be allowed to use more than one (1) sign to advertise such Owner's Lot for sale.



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Signs advertising special events may be erected upon approval by the Board of content, size, construction, and location; provided, such special event signs must be removed not later than seventy-two (72) hours after placement.


Political signs may not be displayed earlier than forty-five (45) days prior to election day and later than seven (7) days after election day. Each Owner may display on their Lot not more than one sign per contested political office or ballot issue.

7.8 Leases. No lease of a Lot or dwelling thereon shall be for a period of less than six (6) months and every lease shall be in writing. The written lease shall contain provisions requiring that the tenant comply with all provisions of this Declaration and the other Homeowners Association Documents. The Board may require that all leases be submitted to it for approval before the lease will be effective and that all tenants meet with a Person designated by the Board to review the requirements of the Declaration and other Homeowners Association Documents. The Association shall have the power to enforce the provisions of the Declaration and the other Homeowners Association Documents against any tenant regardless of the provisions of a lease. The Association shall have the power to levy fines and Assessments against a tenant based on such tenant's actions, the same as it would have against a Lot Owner.

7.9 Storage of Inoperative Vehicles. Inoperative vehicles shall not be stored, parked or permitted to remain upon or adjacent to a Lot, except within a fully enclosed garage on the Lot. For purposes of this provision, any disassembled or partially disassembled vehicle that is not capable of moving under its own propulsion, or is not so moved for two (2) consecutive days shall be considered an "inoperative vehicle." Any vehicle or trailer that is not currently registered and licensed or otherwise may not be lawfully operated on the streets and highways of the State of Wyoming shall be considered an "inoperative vehicle."

7.10 Repair. No activities such as, but not necessarily limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicle, trailer or boat may be performed on any Lot unless performed entirely within a completely enclosed garage attached or associated with the dwelling located on such Lot. Without limiting the foregoing, no such activity shall be performed upon any of the Common Element. The foregoing restrictions shall not be deemed to prevent washing and/or polishing of any motor vehicle.

7.11 Parking. No trailer, motor home, bus, camper, commercial-type vehicle, truck, commercial van, vehicle-mounted camper, whether chassis or slide-in, or pick-up coach, tent trailer, boat, truck trailer, machine, tractor, semi-tractor, tractor trailer, all terrain vehicles, motorcycles, or similar vehicles or equipment, shall be parked, stored, placed, erected, maintained or constructed outdoors on any Lot or the Common Element for any purpose. Trucks, vans, trailers, campers, motor homes, pick-up coaches, tents or boats that can be and are stored completely within an enclosed garage and are not used for living purposes will not be in violation of these restrictions. Trucks, vans, trailers, campers, motor homes, pick-up coaches, tents or boats that are parked on a


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private driveway in order to be prepared for use, loaded, or unloaded will not be in violation of these restrictions; provided it is removed not later than seventy-two (72) hours after placement.

Parking of cars, pickups, and motorcycles shall be permitted only on private driveways in areas suitable for and specifically designed for that purpose and approved by the Declarant or the Association. Parking shall be permitted only on those portions of the public streets and the Common Element, if any, that are specifically designated for such purpose by this Declaration or by the Association for such purpose.

The Association shall have the right to remove and impound any of the types of items listed in this Section that is parked on a public street or the Common Element within the Residential Community in violation of this Declaration or any Homeowners Association Document. The items shall be released to its owner only upon presentation of proof of ownership, payment of all expenses for removal and impoundment storage, including administrative expenses of the association, and receipt of assurances of the owner that no such violations will occur in the future.

7.12 Trash. All Owners shall maintain their Lots in a clean and well-maintained condition. No storage of trash will be permitted in or outside on any Lot in a manner which may permit the spread of fire, odors, seepage or encouragement of vermin. All equipment, garbage cans, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Lots and streets. All rubbish, trash, garbage or other unsightly items must be stored in containers in locations on Lots approved or provided by the Association. The Association may adopt rules and regulations further defining the deposit of rubbish, trash or garbage and other matters related thereto.

Without limiting the foregoing, the Association, acting through the Board, shall require that the trash collection within the Residential Community be performed by one (1) company and that trash collection from all Lots by such company shall occur on the same day of each week. Unless the Board expressly adopts a resolution to the contrary, such cost of trash collection shall be a Common Expense. All Owners, tenants, and occupants of any Townhome shall make use of the trash collection service provided or contracted for by the Association. This Section shall not apply to a contractor during construction of a dwelling or other improvements within the Residential Community. Such contractor may dispose of trash, rubbish, debris and other construction materials either personally or by contracting with a trash collection company.

7.13 Screens, Awnings, Flags and Other Accessories. No pool cabanas, gazebos, greenhouses, decks, awnings, flags, clothes lines, basketball goals (whether attached or movable) and similar exterior accessories shall be installed or used on or about any Lot without the prior written approval of the DRC. In considering whether to approve any such accessory, the DRC shall consider the location, size, visual impact on the Lot and proximity to adjacent Lots, aesthetic appeal and harmony of exterior design in relation to surrounding structures. Use or installation of any such accessory shall also be subject to such rules and regulations as may be adopted by the Association from time to time. In any event, if any such accessories are permitted by the DRC and the


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Association, the Owner installing same on its Lot shall be responsible to fully and properly maintain such accessories at all times.

7.14 Outdoor Storage. No outdoor storage of LP gas, fuel, oil, chemicals, construction materials, equipment, automotive parts, wood, or any similar or related item or matter is permitted on any Lot. No tanks for the storage of LP gas, fuel, oil, chemicals, or any similar items or related matter may be erected, placed or permitted below, upon, or above the surface of any Lot. No detached storage buildings or storage areas shall be permitted on any Townhome Lot. No detached storage buildings shall be permitted on any Lot that is not a Townhome Lot without the approval of the DRC, which may require enclosure or screening, such as privacy fences, landscaping or berms, to conceal such area from the view of neighboring Lots.

7.15 Antennae or Electrical or Cooling Devices. No exterior television antenna, radio antenna or satellite transmitting or receiving devices shall be placed, allowed or maintained upon any portion of any dwelling or other structure located upon a Lot or any other portion of the Property without the express written consent of the Association or the DRC. In addition, no electronic devices or systems causing unreasonable electrical interference with radio or television receivers located within a dwelling upon any Lot shall be placed or maintained on any Lot. Notwithstanding the foregoing, a single satellite dish and/or a single wireless telecommunications antenna, each with elements not in excess of eighteen (18) inches in diameter, will be allowed on a Lot, provided the Owner screens, conceals, installs the satellite dish below the level of the peak of the roofline, or otherwise minimizes the visual impact of the satellite dish to the extent feasible. No air conditioners shall be mounted on the exterior of any dwelling. The DRC may grant relief from the provisions of this Section for good cause shown.

7.16 Electrical, Television, Natural Gas and Telephone Service. All electrical, television, natural gas and telephone service installations shall be placed underground.

7.17 Water and Sanitation. Each structure designed for occupancy shall connect with water and sanitation facilities as are made available by the City or any other approved utility supplier.

7.18 Wells. No water wells may be located on any Lot in the Residential Community. The foregoing shall not prevent the drilling of or installation of water wells by the Association, or the Declarant or its assigns to provide irrigation water to the Common Element; provided, all required approvals from appropriate governmental authorities shall first be obtained and the irrigation system shall at all times be maintained and operated in conformity with all applicable codes.

7.19 Temporary Structures. No temporary structures shall be permitted except as may be determined to be necessary during construction and as specifically authorized by the DRC, and except as necessary for the exercise by Declarant of the Special Declarant Rights.



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7.20 Outside Burning. There shall be no exterior fires, except consumer type gas or charcoal grilles. Outside fireplaces and braziers that are attached to a Townhome or a Lot must be approved by the DRC. Incinerators and incinerator fires are prohibited. No Owner shall permit any condition upon its portion of the Property that creates a fire hazard or is in violation of fire prevention regulations of any governing jurisdiction.

7.21 Noise. No exterior horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Property or Improvements, shall be placed or used on any portion of the Property.

7.22 Garage Doors. Garage doors shall be closed except when the garage is occupied. The purpose of this provision is to prohibit the practice of leaving garage doors open for extended periods and to discourage theft, vandalism and unauthorized entrances into Townhomes.

7.23 Lighting. All exterior lighting of the Improvements and grounds on the Property shall be subject to regulation by the Design Review Committee.

7.24 Nuisances. No obnoxious or offensive activity shall be carried on upon any Lot or the Common Element, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to any other Owner. Nothing contained herein shall be construed as prohibiting or restricting construction activities by Declarant at any time, seven (7) days per week.

7.25 Use of Facilities. The common facilities provided by the Residential Association for the use and benefit of Owners of Lots within the Residential Community shall be subject to such reasonable rules and regulations as may be adopted from time to time by the Association. No Owner or such Owner's family members or guests, invitees or tenants shall engage in any activity that violates any such rules and regulations.

7.26 Enforcement. The Association may take such action as it deems advisable to enforce this Declaration as provided in this Declaration. In addition, the Association and the Design Review Committee shall have a right of entry on any part of the Property for the purposes of enforcing this Article, and any costs incurred by the Association or the Design Review Committee in connection with such enforcement which remain unpaid thirty (30) days after the Association has given notice of the cost to the Owner and otherwise complied with the Act shall be subject to interest at the Default Rate from the date of the advance by the Association or the Design Review Committee through the date of payment in full by the Owner, and shall be treated as a Default Assessment enforceable as provided in Article X.

ARTICLE VIII. MAINTENANCE

8.1 Maintenance of Exterior of Townhomes. The Homeowners Association shall be responsible for the maintenance, repair, and replacement of all roofing, siding and exterior trim



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(Townhome Exterior) of all Townhomes and other structures constructed on any Lot within the Residential Community. The cost thereof shall be assessed as a Limited Common Expense against the Lot which is benefited by the work. The Association may establish Maintenance Reserve and levy and collect Limited Common Expense Assessments from the Owners of Lots that are benefited by said repairs, maintenance and replacement in order to have funds available for such work as provided by Section 10.6. Owners of Lots may not contract for or perform any work to the Townhome Exterior unless authorized in writing by the DRC or if the work is required in response to an emergency or natural disaster in which case the completed work must be inspected and approved by the DRC in addition to all governmental agencies and departments having jurisdiction.

The exterior of each Townhome may be decorated with such items as the Owner may choose so long as the color, material, and design are harmonious with other Townhomes, conform to the Design Guidelines, and are well maintained.

8.2 Landscaping. The Homeowners Association shall be responsible for the maintenance, repair, and replacement of all Landscaping that is situated more than five (5) feet outside the boundary of each Lot, together with irrigation/sprinkler systems on all Lots within the Residential Community. The cost thereof shall be assessed as a Limited Common Expense against the Lot that is benefited by the work. The Association may establish reserve accounts and levy and collect common assessments from the owners of Lots that are benefited by said repairs, maintenance and replacement in order to have funds available for such work. The Association may establish Maintenance Reserve and levy and collect Limited Common Expense Assessments from the Owners of Lots that are benefited by said repairs, maintenance and replacement in order to have funds available for such work as provided by Section 10.6. Owners of Lots may not contract for or perform any work to the Landscaping or irrigation/sprinkler system unless authorized in writing by the DRC or if the work is required in response to an emergency or natural disaster in which case the completed work must be inspected and approved by the DRC in addition to all governmental agencies and departments having jurisdiction.

The area within five (5) feet of the boundary of each Lot may be landscaped as the Owner may choose so long as the plants, layout, design, and maintenance are harmonious with other Improvements and the Landscaping is well maintained including removal of weeds and dead material, trimming, and irrigation.

8.3 Owner's Responsibility for Lot. Except as provided in this Declaration, the Homeowners Association Documents, or by written agreement with the Association, all maintenance of a Lot and the Improvements located thereon shall be the sole responsibility of the Owner of the Lot. Each Owner shall maintain his Lot and Improvements in accordance with the community-wide standards of the Residential Community. The Association may, in the discretion of the Board, assume the maintenance responsibilities of such Owner if, in the opinion of the Board, the level and quality of maintenance provided by such Owner does not satisfy such standards. Before assuming the maintenance responsibilities, the Board shall notify the Owner in writing of its intention to do so, and if the Owner has not commenced and diligently pursued


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remedial action within thirty (30) days after the mailing of such written notice, then the Association may proceed. The expenses of the maintenance by the Board shall be reimbursed to the Association by the Owner within thirty (30) days after the Association notifies the Owner of the amount due, and any sum not reimbursed within that thirty (30) day period shall bear interest at the Default Rate from the date of the expenditure until payment in full. Such charges shall be a Default Assessment enforceable as provided in Article X.

8.4 Owner's Negligence. If the need for maintenance, repair or replacement of any portion of the Common Element (including Improvements located on it) arises because of the negligent or willful act or omission of an Owner or his family member, guest, invitee or tenant, then the expenses incurred by the Association for the maintenance, repair or replacement shall be a personal obligation of that Owner. If the Owner fails to repay the expenses incurred by the Association within thirty (30) days after the notice to the Owner of the amount owed, then those expenses shall bear interest at the Default Rate from the date of the advance by the Association until payment by the responsible Owner in full, and all such expenses and interest shall become a Default Assessment enforceable as provided in Article X.

8.5 Association's Easement to Perform Work. The Homeowners Association, acting through the Executive Board shall have an easement upon and across each Lot in the Residential Community permitting the Association, its employees, agents, and independent contractors, to enter upon Lots as reasonably necessary in order to perform the work of the Association pursuant to this Declaration, including, but not limited to, installation, maintenance, repair, and replacement of landscaping, roofing, siding, and exterior trim. All Persons performing such work shall use their best efforts to minimize interference with the Owner's use and enjoyment of the Lot when performing such work. This easement shall also apply to the authority of the Association to enter onto a Lot in order to assume the maintenance responsibilities of an Owner as provided by Section 8.3 above.

ARTICLE IX. PROPERTY RIGHTS IN COMMON ELEMENT

9.1 Dedication of Common Element. Declarant hereby dedicate the Common Element to the common use and enjoyment of the Owners, as hereinafter provided.

9.2 Use of Public Streets. The streets within the Residential Community as shown on the Final Plat are public streets that are maintained by the Association. Owners shall have the right to use such streets in accordance with the ordinances of the City of Green River and the statutes enacted by the State of Wyoming, and the Homeowners Association Documents, including such rules as the Declarant and Association may adopt from time to time; provided the street in use is opened and approved for use by the public by City of Green River. All public streets that have not been opened and approved for use by the public may not be used for any purpose by an Owner and shall be used exclusively as provided by Sections 9.5, 9.6, 9.7, and 9.8 below.



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9.3 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Element and such easement shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

- (a) The right of the Association to promulgate and publish reasonable Rules as provided in this Declaration.
- (b) The right of the Association to suspend rights to use the Common Element by an Owner for any period during which any Assessment against the Owner's Lot remains unpaid to the Association and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations.
- (c) The right of the Association acting through the Executive Board, to dedicate or transfer all or any part of the Common Element to any municipality, county, state or public entity or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided that no such dedication or transfer shall be effective unless approved by the vote of at least seventy-five percent (75%) of the Members of the Association present in person or by proxy at a duly constituted meeting of the Members and unless written notice of the proposed agreement and action is sent to every Member at least thirty (30) days in advance of any action taken by the Executive Board; and provided further that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Element shall not be deemed a transfer within the meaning of this clause.
- (d) The right of the Association to close or limit use of the Common Element while maintaining, repairing and making replacements in the Common Element.

9.4 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, the Owner's right of enjoyment to the Common Element and facilities to the members of his or her family, tenants, employees, guests or invitees who reside on or lawfully occupy the Owner's Lot.

9.5 Reservation of Easements for Utilities, Infrastructure and Access. Declarant reserves for itself and its successors and assigns and hereby grants to the Association, acting through the Executive Board, the concurrent right to establish from time to time, by Declaration or otherwise, easements, permits, or licenses over the Common Element, for purposes including, but not limited to, streets, pathways, trails, walkways, drainage, shafts, pipelines, conduit and similar facilities, and to create other reservations, exceptions, and exclusions in the interest of the Owners or the Association.

Declarant also reserves for itself and its successors and assigns and grants to the Association the concurrent right to establish from time to time by an instrument recorded in Sweetwater County,



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Wyoming, such easements, permits or licenses over the Common Element for access by certain persons (other than Owners and Owners' families and guests) who may be permitted to use designated portions of the Common Element as contemplated under this Declaration.


Declarant further reserves for itself and its successors and assigns the right to create temporary or permanent easements for access, drainage, water and other purposes incidental to the development and sale of Hunters Run Addition, Phase One, P.U.D., located in, on, under, over and across any sites presently owned by Declarant, or any Common Element; provided that such easements do not create a permanent, unreasonable interference of the rights of any Owner.

9.6 Utilities. There is hereby created an easement upon, across, over and under the Common Element for the limited purposes of installation, operation, replacement, repair and maintenance of utility lines and/or facilities, including, but not limited to, water, sewer, gas, telephone, telecommunications, electricity, computer cable, data transmission lines and master television antenna or cable or satellite television systems, if any, subject to strict compliance with the following conditions by the Person installing, or upon completion of installation, owning or providing the utility service:

- (a) Written notice to the Declarant of the planned installation with a copy of the plans showing the location and installation of the lines and facilities attached.
- (b) Compliance with all requirements and instructions of the Declarant concerning the proposed installation in order to eliminate or minimize disruption, damages, or interference with existing utilities and ensure an orderly, efficient occupancy of easements.
- (c) Upon completion of the installation of lines and facilities, a complete set of as-built drawings shall be delivered to the Declarant in addition to those required by any public entity.

Notwithstanding the foregoing provisions, the Declarant reserves the right to require any Person intending to install utility lines and/or facilities upon, across, over or under the Common Element to obtain a specific easement for the applicant's occupancy prior to commencement of installation.

In the event any Person furnishing a service covered by this Section requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement upon, across, over or under any part or all of the Common Element without conflicting with the terms hereof. The foregoing rights and authority of the Declarant shall cease ten (10) years after recordation of this Declaration in the records of the County of Sweetwater, Wyoming, at which time said reserved rights shall vest in the Association.


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9.7 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency and public safety agencies or services to enter upon the Common Element in the lawful and proper performance of their duties.

9.8 Declarant's Rights Incident to Construction. Declarant, for itself and its successors and assigns, hereby retains an easement for ingress and egress over, in, upon, under, and across the Common Element and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements in Hunters Run Addition, Phase One, P.U.D. or other real property owned by Declarant; provided that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Lot by the Owner or his family, tenants, employees, guests, or invitees.

ARTICLE X. COVENANT FOR ASSESSMENTS

10.1 Creation of the Lien and Personal Obligation for Assessments. Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, are deemed to covenant and agree to pay to the Association:

- (a) Annual Assessments or charges as provided in this Declaration to generally carry out the functions of the Association, including, but not limited to, Common Expenses and Limited Common Expenses.
- (b) Special Assessments for capital improvements and other purposes as stated in this Declaration; such Special Assessments to be fixed, established, and collected from time to time as provided below.
- (c) Default Assessments which may be assessed against a Lot pursuant to the Homeowners Association Documents for the Owner's failure to perform an obligation under the Homeowners Association Documents or because the Association has incurred an expense on behalf of the Owner under the Homeowners Association Documents.

The Annual, Special, and Default Assessments, together with Fines, interest, costs, and reasonable attorneys' (and legal assistants') fees and other charges allowed under the Act, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made until paid.

Each such Assessment, together with Fines, interest, costs, and reasonable attorneys' fees and other charges allowed under the Act, shall also be the personal obligation of the Owner of such Lot as of the time the Assessment falls due, and two (2) or more Owners of a Lot shall be


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jointly and severally liable for such obligations.

10.2 Purpose of Assessments. The Assessments levied by the Association shall be used to improve and maintain the public streets and Common Element (or Property outside of the Residential Community if such action might enhance Property values within the Residential Community or otherwise further the purpose and intent of this Declaration) by actions including, but not limited to, the payment of taxes and insurance on the Common Element; payment for operation, maintenance, repair, replacement, and additions to any public streets and other Improvements on the Common Element; establishment of Maintenance Reserves; payment of the cost of labor, equipment, materials, management, and supervision, and the salary or fee of the Manager.

10.3 Calculation and Apportionment of Assessments and Expenses. The Executive Board shall prepare a budget before the closing of each fiscal year of the Association and submit the budget to the Association. Annual Assessments for Common Expenses shall be based upon the estimated net cash flow for the Association to cover items including, without limitation, the cost of routine maintenance, repair and operation of the public streets and Common Element; expenses of management; premiums for insurance coverage required by law or deemed prudent or necessary by the Board; street lighting, snow removal, Landscaping, care of grounds and common lighting within the Common Element; routine renovations within the Common Element; wages; common water and utility charges for the Common Element; legal and accounting fees; management fees; taxes and capital Improvements; expenses and liabilities incurred by the Association under or by reason of this Declaration; payment of any deficit remaining from a previous Assessment Period; and the supplementing of the Association's funds for general, routine maintenance, repairs and replacement of public streets and Improvements within the Common Element on a periodic basis, as needed; the creation of reasonable contingency reserves, working capital and/or sinking funds; and any other costs, expenses and fees, which may be incurred or may reasonably be expected to be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

Each Owner shall be responsible for that Owner's share of the Common Expenses based on the Owner's Membership Interest as defined. Notwithstanding the preceding sentence, any Common Expenses or portion thereof benefiting fewer than all of the Lots shall be assessed exclusively against the Lots benefited. Further, the costs of insurance may be assessed in proportion to risk, and the costs of utilities may be assessed in proportion to usage.

10.4 Special Assessments. In addition to the Annual Assessments authorized by Sections 10.1 and 10.3, above, the Executive Board may levy in any fiscal year one (1) or more Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described public street or capital Improvement upon the Common Element, including the necessary fixtures and personal property related thereto, or, after adopting and submitting a revised budget to the Association, to make up any shortfall in the current year's budget.

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If any of the Special Assessments levied pursuant to this Section shall be used for the construction of new facilities (as opposed to repair and reconstruction of existing facilities) in the Residential Community and if the total amount of Special Assessments levied for such construction exceeds twenty-five percent (25%) of the gross annual budget for the Association for that year, then the use of Special Assessments for such construction shall require approval by the vote of at least seventy-five percent (75%) of the Members of the Association present in Person or by proxy at a duly constituted meeting of the Members of the Association.

10.5 Uniform Rate of Assessment. Both Annual Assessments and Special Assessments must be fixed at a uniform rate for each type of Lot classified by type of use or other distinguishing characteristics, but the basis and rate of Assessments for each type of use or other characterization may be varied as provided in this Article.

10.6 Common Expenses Attributable to Fewer than All Lots. Common Expenses attributable to fewer than all the Lots ("Limited Common Expenses") shall be subject to the following:

- (a) All expenses of maintaining, repairing, and replacing Landscaping and Townhome Exteriors shall be levied against and charged to the Lot on which the work is performed.
- (b) An Assessment to pay a judgment against the Association may be made only against the Lots in the Residential Community at the time the judgment was entered, in proportion to their respective liabilities for Common Expenses.
- (b) If a Common Expense is caused by the misconduct of an Owner, the Association may assess that expense exclusively against that Owner's Lot.
- (c) Fees, charges, taxes, impositions, late charges, Fines, collection costs and interest charged against an Owner pursuant to this Declaration, or the Homeowners Association Documents are enforceable as Limited Common Expense Assessments.
- (d) Any Common Expense or portion thereof benefiting fewer than all of the Lots (Limited Common Expense) must be assessed exclusively against all the Lots benefited in the proportions determined by the Board after considering the relative size and value that the Lots being benefited bear to all Lots benefited.

10.7 Date of Commencement of Annual Assessments and Payment Period. The Annual Assessments shall commence as to all Lots situated on the Property and Expansion Property that has been transferred to an Owner other than the Declarant no later than thirty (30) days after the date of the conveyance by Declarant of a Lot to said Owner. The first Annual Assessment shall be prorated according to the number of months remaining in the calendar year.



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10.8 Collection. Assessments shall be collected on a periodic basis as the Executive Board may determine from time to time, but until the Board directs otherwise, Assessments shall be payable monthly in advance on the first day of each month. The omission or failure of the Association to fix Assessments for any Assessment period will not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same.

10.9 Default Assessments. All monetary Fines, penalties, interest or other charges or fees assessed against an Owner pursuant to the Homeowners Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Homeowners Association Documents and any expense (including, without limitation, attorneys' fees) incurred by the Association as a result of the failure of an Owner to abide by the Homeowners Association Documents, shall be a Default Assessment and shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided in this Declaration.

10.10 Effect of Nonpayment of Assessment. Any Assessment installment, whether pertaining to Annual, Special, or Default Assessments, which is not paid within thirty (30) days after its due date shall be delinquent. In the event that an Assessment installment becomes delinquent or in the event any Default Assessment is established under this Declaration, the Association, in its sole discretion, may take any or all of the following actions:

- (a) Assess a late charge for each delinquency at uniform rates set by the Executive Board from time to time.
- (b) Assess an interest charge from the date of delinquency at the Default Rate, which rate shall be the maximum rate allowed by law.
- (c) Suspend the voting rights of the Owner during any period of delinquency.
- (d) Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once.
- (e) Bring an action at law against any Owner Personally obligated to pay the delinquent installments.
- (f) File a statement of lien with respect of the Lot, and foreclose as set forth in more detail below.

The remedies provided under this Declaration shall not be exclusive, and the Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.


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Any Assessment chargeable to a Lot shall constitute a lien on the Lot, effective the due date of the Assessment. To evidence the lien, the Association may, but shall not be obligated to, prepare a written lien statement with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Association, and the delinquent Assessment amounts then owing. Any such statement shall be duly signed and acknowledged by the President or a Vice President of the Association or by the Manager, and shall be served upon the Owner of the Lot by mail to the address of the Lot or at such other address as the Association may have in its records for the Owner. At least ten (10) days after the Association mails the statement to the Owner, the Association may record the statement in the office of the Clerk and Recorder of Sweetwater County, Wyoming. The Association may proceed to foreclose the statement of lien in the same manner as provided for the foreclosure of Mortgages under the statutes of the State of Wyoming. In either a personal action or foreclosure action, the Association shall be entitled to recover as a part of the action, the interest, costs, and reasonable attorneys' fees (including legal assistants' fees) with respect to the action.

No Owner may waive or otherwise escape liability for the Assessments provided for in this Declaration by nonuse of the Common Element or by abandonment of his Lot.

10.11 Successor's Liability for Assessment. In addition to the personal obligation of each Owner to pay all Assessments and the Association's perpetual lien for such Assessments, all successors to the fee simple title of a Lot, except as provided in Section 10.12, below, shall be jointly and severally liable along with the prior Owner or Owners thereof for any and all unpaid Assessments, interest, late charges, costs, expenses, and attorneys' fees and legal assistants' fees against such Lot without prejudice to any such successor's right to recover from any prior Owner any amounts paid by such successor. This liability of a successor shall not be personal and shall terminate upon termination of such successor's fee simple interest in the Lot. In addition, such successor shall be entitled to rely on the statement of status of Assessments by or on behalf of the Association under Section 10.14, below.

10.12 Waiver of Homestead Exemption; Subordination of the Lien. The lien of the Assessments shall be superior to and prior to any homestead exemption provided now or in the future by any federal law or the laws of the State of Wyoming, and to all other liens and encumbrances except the following:

- (a) Liens and encumbrances recorded before the date of the recording of this Declaration.
- (b) Liens for real estate taxes and other governmental Assessments or charges duly imposed by a Wyoming governmental or political subdivision or special taxing district, or any other liens made superior by statute.
- (c) The lien for all sums unpaid on a first Security Interest perfected before the date on which the Assessment sought to be enforced is levied, including any


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and all advances made by the first Security Interest Holder and notwithstanding that any of such advances may have been made subsequent to the date of attachment of the Association's lien.

A lien under this Section is also prior to all Security Interests to the extent that the Assessments are based on the periodic budget adopted by the Association and which would have become due, in the absence of acceleration, prior to institution of an action to enforce either the Association's lien or a Mortgage, and statutory liens recognized under Wyoming law.

All other Persons who hold a lien or encumbrance not described in subsections (a) through (c) above, shall be deemed to consent that any such lien or encumbrance shall be subordinate to the Association's future liens for Assessments, interest, late charges, costs, expenses and attorneys' fees, as provided in this Article, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

10.13 Statement of Status of Assessments. The Association shall furnish to an Owner or his designee or to any Security Interest Holder a statement setting forth the amount of unpaid Assessments then levied against the Lot in which the Owner, designee or Security Interest Holder has an interest. The Association shall deliver the statement Personally or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party within fourteen (14) calendar days after the registered agent of the Association receives the request by personal delivery or by certified mail, first class postage prepaid, or return receipt requested. The information contained in such statement, when signed by the Treasurer of the Association or the Manager, shall be conclusive upon the Association, the Board, and every Owner as to the Person or Persons to whom such statement is issued and who rely on it in good faith. The Association may charge such fee for this service as it determines to be appropriate from time to time.

10.14 Failure to Assess. The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification or release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Annual Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association in accordance with any budget procedures as may be required under the Act.

ARTICLE XI. DAMAGE OR DESTRUCTION

11.1 Estimate of Damage or Destruction. As soon as practical after an event causing damage to or destruction of any part of the public streets or Common Element, the Association shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part of the Common Element so damaged or destroyed. "Repair and reconstruction" as used in this Article shall mean

restoring the damaged or destroyed Improvements to substantially the same condition in which they existed prior to the damage or destruction.

11.2 Repair and Reconstruction. As soon as practical after obtaining estimates, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Improvements. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

11.3 Funds for Repair and Reconstruction. The proceeds received by the Association from any hazard insurance shall be used for the purpose of repair, replacement, and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may, pursuant to Article X above, levy, assess, and collect in advance from all Owners, without the necessity of a special vote of the Owners except as provided in Section 10.4, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair and reconstruction.

11.4 Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for in Article X above, constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as a Special Assessment to the Association under Section 10.4, above, or, if no Special Assessments were made, then on the basis of the allocation to the Owners of Common Expenses under Section 10.3, above, first to the Security Interest Holders and then to the Owners, as their interests appear.

11.5 Decision Not to Rebuild. If Owners determine by the vote of at least seventy-five percent (75%) of the Members of the Association present in person or by proxy at a duly constituted meeting of the Members, including the vote of every Owner of Improvements that will not be restored and including, during the Special Declarant Rights Period, the vote of Declarant, and any other votes required by the Act, agree in writing not to repair and reconstruct and no alternative Improvements are authorized, then and in that event the Property shall be restored to its natural state and maintained as an undeveloped portion of the Common Element by the Association in a neat and attractive condition. Any remaining insurance proceeds shall be distributed in accordance with the Act.

11.6 Damage or Destruction Affecting Lots. In the event of damage or destruction to the Improvements located on any of the Lots, the Owner thereof shall promptly repair and restore the



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damaged Improvements to their condition prior to such damage or destruction. If such repair or restoration is not commenced within one hundred eighty (180) days from the date of such damage or destruction, or if repair and reconstruction is commenced but then abandoned for a period of more than sixty (60) days, then the Association may, after notice and hearing as provided in the Bylaws, impose a fine accruing at the rate of One Thousand Dollars (\$1,000.00) per day or such other rate imposed by the Board in compliance with the Act, charged against the Owner of the Lot until repair and reconstruction is commenced, unless the Owner can prove to the satisfaction of the Association that such failure is due to circumstances beyond the Owner's control. Such fine shall be a Default Assessment and lien against the Lot as provided in Article X, above.

ARTICLE XII. CONDEMNATION

12.1 Rights of Owners. Whenever all or any part of the Common Element shall be taken or conveyed in lieu of and under threat of condemnation by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice of the taking, but the Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

12.2 Partial Condemnation; Distribution of Award; Reconstruction. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

(a) If the taking involves a portion of the Common Element on which Improvements have been constructed, then, unless, within sixty (60) days after such taking, Owners by the vote of at least seventy-five percent (75%) of the Members of the Association present in Person or by proxy at a duly constituted meeting of the Members, including, during the Special Declarant Rights Period, the vote of Declarant, shall otherwise agree, the Association shall restore or replace such Improvements so taken on the remaining land included in the Common Element to the extent lands are available therefor, in accordance with plans approved by the Executive Board, the DRC, the County, if required, and any other authority having jurisdiction in such matters.

(b) If such Improvements are to be repaired or restored, the provisions in Article XII above regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply.

(c) If the taking does not involve any Improvements on the Common Element, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be distributed on the basis of the Common Expenses allocated to the Owners under Article XII, above, first to the Security Interest Holders and then to the Owners, as their interests appear.



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12.3 Complete Condemnation. If all of the Residential Community is taken, condemned, sold, or otherwise disposed of in lieu of or in avoidance of condemnation, then the regime created by this Declaration shall terminate, and the portion of the condemnation award attributable to the Common Element shall be distributed as provided in Article XII, above.

ARTICLE XIII. INSURANCE

13.1 General Insurance Provisions. All insurance coverage obtained by the Executive Board shall conform to any minimum requirements of the laws of the State of Wyoming and the Residential Documents.

13.2 Authority to Purchase. All insurance policies relating to the Common Element shall be purchased by the Executive Board or its duly authorized agent. The Executive Board, the Manager, and Declarant shall not be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from reputable insurance companies, or if such coverage is available only at demonstrably unreasonable costs. Notwithstanding the foregoing, if the insurance described in Sections 13.3 and 13.4, below, is not reasonably available, or if any policy of such insurance is cancelled or not renewed without a replacement policy having been obtained, the Association promptly shall cause notice of that fact to be hand delivered or otherwise delivered to Owners by such methods as required by the Act.

13.3 Physical Damage Insurance on Common Element. The Association may obtain insurance for all insurable Improvements, if any, owned by it on the Common Element in an amount equal to the full replacement value (i.e., one hundred percent [100%] of the current "replacement cost" exclusive of land, foundation, excavation, depreciation on personal property, and other items normally excluded from coverage), which shall include all building service equipment and the like, common personal property and supplies, and any fixtures or equipment upon the Common Element. In addition, such policy shall provide the following:

- (a) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement with the standard "all-risk" endorsement covering sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage.
- (b) Such other risks as shall customarily be covered with respect to projects similar in construction, location, and use to the Common Element.
- (c) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made pursuant to this Declaration not to do so.


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(d) The following endorsements (or equivalent): cost of demolition; contingent liability from operation of building laws or codes; increased cost of construction; agreed amount or elimination of co-insurance clause; and inflation guard (if available).

(e) The deductible, if any, on any insurance policy purchased by the Executive Board may be treated as a Common Expense payable from Annual Assessments or Special Assessments allocable to all of the Lots or to only some of the Lots, if the claims or damages arise from the negligence of particular Owners (if the repairs benefit only particular Owners), or as an item to be paid from any working capital reserves established by the Executive Board. Except as otherwise set forth in this Article, the maximum deductible amount shall be the lesser of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the policy face amount.

Prior to obtaining or renewing any policy of physical damage insurance, the Executive Board shall review or obtain an appraisal of the then current replacement cost of Improvements (exclusive of the land, excavations, foundations and other items normally excluded from such coverage) for the purpose of determining the amount of physical damage insurance to be secured pursuant to this Article.

13.4 Liability Insurance. The Association may obtain a comprehensive policy of commercial general liability insurance and property damage insurance as provided by the Act with such limits as the Executive Board may from time to time determine, insuring each member of the Executive Board, the Association, the Manager, and the respective employees, agents and all persons acting as agents of the Association against any claims and liability in connection with the ownership, existence, use, operation, maintenance, or management of the Common Element and any other areas under the control of the Association. Declarant shall be included as an additional insured in Declarant's capacity as an Owner. The Owners shall be included as additional insureds, but only for claims and liabilities arising in connection with the ownership, existence, use, operation, maintenance, or management of the Common Element.

Such comprehensive policy of public liability insurance shall include the following:

(a) Coverage for contractual liability, liability for non-owned and hired automobiles, and, if applicable, host liquor liability, employer's liability, and such other risks as shall customarily be covered with respect to developments similar to the Residential Community in construction, location, and use.

(b) A cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another insured.



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The Executive Board shall review the insurance coverage and limits at least once every two (2) years, but, generally, the Executive Board shall carry such amounts of insurance usually required by private institutional mortgage lenders on projects similar to the Residential Community, and in no event shall such coverage be less than One Million Dollars (\$1,000,000.00) for all claims for bodily injury or property damage arising out of one (1) occurrence.

13.5 Fidelity Insurance. Fidelity bonds may be maintained by the Association to protect against dishonest acts on the part of its officers, directors, employees, and all others who handle or are responsible for handling the funds of or administered by the Association. If responsibility for handling funds is delegated to a Manager, such fidelity bonds shall be required for the Manager and its officers, employees, and agents, as applicable. Such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. Such bonds shall name the Association as an obligee and cover the maximum funds that will be in the custody of the Association or any management agent at any time while the bond is in force.

13.6 Flood Insurance. If any part of the Improvements, on the Common Element are located in a Special Flood Hazard Area, which is designated A, AE, AH, AO, A1-30, A-99, V, VE or V1-30 on a Flood Insurance Rate Map, the Association shall obtain a policy of flood insurance in an amount equal to one hundred percent (100%) of the insurable value of the Improvements or the maximum coverage available under the appropriate National Flood Insurance Administration program.

13.7 Provisions Common to Physical Damage Insurance, Liability Insurance, Fidelity Insurance and Flood Insurance. Any insurance coverage obtained by the Association under the provisions of this Article above shall be subject to the following provisions and limitations:

- (a) The named insured under any such policies shall include Declarant, until all of the Lots have been conveyed, and the Association, as attorney-in-fact for the use and benefit of the Owners, or the authorized representative of the Association (including any trustee with whom the Association may enter into an insurance trust agreement, or any successor trustee, each of which is sometimes referred to in this Declaration as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under such policies.
- (b) Each Owner shall be an insured person with respect to liability arising out of the Owner's interest in the Common Element or membership in the Association.
- (c) In no event shall the insurance coverage obtained and maintained pursuant to this Article be brought into contribution with insurance purchased by the Owners or their Security Interest Holders.



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(d) The policies shall provide that coverage shall not be prejudiced by: any act or neglect of any Owner (including an Owner's family, tenants, servants, agents, invitees, and guests) when such act or neglect is not within the control of the Association; any act or neglect or failure of the Association to comply with any warranty or condition with regard to any portion of the Residential Community over which the Association has no control; or conduct of any kind on the part of an Owner (including the Owner's family, tenants, employees, agents, invitees and guests)) or any Director, officer, employer, or Manager of the Association, without prior demand to the Association and a reasonable opportunity to cure.

(e) The policies shall contain the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the Residential Community is located, and provide that coverage may not be cancelled in the middle or at the end of any policy year or other period of coverage or substantially modified or reduced (including cancellation for nonpayment of premiums) without at least thirty (30) days' prior written notice mailed to the Association and to each Person to whom a certificate of insurance has been issued, at their respective last known addresses.

(f) The policies shall contain a waiver by the insurer of any right to claim by way of subrogation against Declarant, the Executive Board, the Association, the Manager, and any Owner and their respective agents, employees, or tenants, and in the case of Owners, members of their households, and of any defenses based upon co-insurance.

13.8 Personal Liability Insurance of Officers and Directors. To the extent obtainable at reasonable cost, appropriate officers' and directors' personal liability insurance may be obtained by the Association to protect the officers and Directors from personal liability in relation to their duties and responsibilities in acting as such officers and Directors on behalf of the Association.

13.9 Workmen's Compensation Insurance. The Association shall obtain workmen's compensation or similar insurance with respect to its employees, if any, in the amounts and forms as may now or hereafter be required by law.

13.10 Other Insurance. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it deems prudent and appropriate with respect to the Association's responsibilities and duties.

13.11 Insurance Obtained by Owners. No insurance coverage obtained by an Owner covering the Owner's personal property and personal liability shall operate to decrease the amount which the Executive Board, on behalf of all Owners, may realize under any policy maintained by the Executive Board or otherwise affect any insurance coverage obtained by the Association or cause the diminution or termination of that coverage. Any such insurance obtained by an Owner



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shall include a waiver of the particular insurance company's right of subrogation against the Association and other Owners.


ARTICLE XIV. INDEMNIFICATION

To the full extent permitted by law, each officer and Member of the Executive Board of the Association shall be and is hereby indemnified by the Members and Owners and the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been an officer or Director on the Executive Board of the Association, or any settlement thereof, whether or not he or she is an officer or a Member of the Executive Board of the Association at the time such expenses are incurred, except in such cases where such officer or Member of the Executive Board is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Executive Board approves such settlement and reimbursement as being in the best interests of the Association.

ARTICLE XV. SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS

15.1 Special Declarant Rights. Declarant hereby expressly reserves the right, for a period of five (5) years following the recordation of this Declaration in the Office of the Clerk and Recorder of Sweetwater County, Wyoming, to perform the acts and exercise the rights hereinafter specified ("Special Declarant Rights"). The Special Declarant Rights, including development rights, are the following:

- (a) Control of Association and Executive Board. The right to remove any officer or Member of the Executive Board during the Period of Declarant Control.
- (b) Completion of Improvements. The right to complete Improvements indicated on Plats filed with Sweetwater County, Wyoming, as they may be amended from time to time.
- (c) Construction and Access Easements. The right to use easements through the Common Element for the purpose of making Improvements and to provide access to all real estate within Hunters Run Addition, Phase One, P.U.D.
- (d) Merger. The right to merge or consolidate part or all of Hunters Run Addition, Phase One, P.U.D. with another developed property of the same form of Ownership and to merge or consolidate the Association with any association or associations governing all or any part of a common interest community in Hunters


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Run Addition, Phase One, P.U.D.

- (e) Annexation of Expansion Property. The right to annex all or part of any Expansion Property to the Property.
- (f) Creation of Lots. The right to create Lots and Common Element on the Property, except as otherwise specifically limited in this Declaration.
- (g) Subdivision of Lots. The right to subdivide Lots and convert Lots into Common Element on any part of the Property, except as otherwise specifically limited in this Declaration.
- (h) Withdrawal of Property. The right to withdraw real estate, whether contained within the Property initially subject to this Declaration or within the Expansion Property, from the Residential Community.
- (i) Sales Offices. The right to construct, maintain and/or relocate from time to time, model residences, sales offices, construction offices, management offices, signs advertising the Lots and to conduct sales activities thereon. Such rights shall include, without limitation, the right to install signage, both fixed and movable, flags and flag poles.
- (j) Dedication of Lands. The right to amend and establish, from time to time, by dedication or otherwise, rights of way and easements for purposes, including, but not limited to, utilities, streets, sidewalks, paths, alleys, parks, and drainage and to create other reservations, exceptions and exclusions for the benefit of and to serve the Owners within the Residential Community and Hunters Run Addition, Phase One, P.U.D.

15.2 Additional Reserved Rights. In addition to the Special Declarant Rights set forth in Section 15.1, above, Declarant also reserves the following additional rights ("Additional Reserved Rights"):

- (a) Use Agreements. The right to enter into, establish, execute, amend and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of the Improvements and other facilities constructed or to be constructed on the Common Element.
- (b) Wyoming Law. The right to amend this Declaration to comply with the requirements of the Wyoming law in the event any provision contained herein does not so comply with the Act.
- (c) Executive Board Votes and Common Expense Allocations. The right to



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determine the number of votes of Members and allocations of Common Expenses to Members as provided by Sections 5.5 and Article X above.

(d) Allocations Regarding Limited Common Element. The right to allocate specified areas which constitute a part of the Common Element as Limited Common Element for the exclusive use of the Owners of Lots to which the specified areas shall become appurtenant.

(e) Right of Amend Declaration. The right to amend this Declaration and any Plat in connection with the exercise of any Development Right or any other Special Declarant Right to the extent permitted by the Act, and Declarant also reserves the additional rights retained for the benefit of Declarant in this Article and in other provisions of this Declaration.

15.3 Order of Exercise of Declarant's Rights. Declarant makes no representations and gives no assurances regarding the legal description or the boundaries of any phase of the Expansion Property or the order in which the phases of the Expansion Property may be developed or incorporated into the Residential Community. Further, the fact that Declarant may exercise one (1) or more of Declarant's rights on a portion of the Property, including the Expansion Property, shall not operate to require Declarant to exercise a right with respect to any other portion of the Property.

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

ARTICLE XVI. EXPANSION

16.1 Reservation of Right to Expand. Declarant reserves the right to, and the effect of this Declaration shall be expanded, to include all or any part of any and all Lots created within or annexed to Hunters Run Addition, Phase One, P.U.D. as Lots under this Declaration. The consent of the existing Owners or Security Interest Holders shall not be required for any such expansion, and Declarant may proceed with expansion without limitation at its sole option. Declarant shall have the unilateral right to transfer to any other Person this right to expand by an instrument duly recorded. Declarant shall pay all taxes and other governmental assessments relating to the expansion property as long as Declarant own such property.

16.2 Declaration of Annexation. Any such expansion shall be accomplished automatically, upon recording by the Declarant of a Declaration of Annexation and one (1) or more supplemental Plats describing the real estate sought to be included. Upon recording of a Declaration of Annexation in compliance with the terms of this Declaration, this Declaration shall automatically, and without further documentation, be deemed amended to include the expansion



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property described in such Declaration of Annexation as being subject to the terms of this Declaration.

ARTICLE XVII. DRAINAGE

17.1 Acknowledgment. Certain soils within the State of Wyoming consist of expansive soils, low-density soils, and moisture retentive soils which will adversely affect the integrity of a dwelling if the dwelling and the Lot on which it is constructed are not properly maintained. Expansive soils contain clay minerals which have the characteristic of changing volume with the addition or subtraction of moisture, thereby resulting in swelling and/or shrinking soils. The addition of moisture to low-density soils causes a realignment of soil grains, thereby resulting in consolidation and/or collapse of the soils.

17.2 Moisture. Each Owner of a Lot shall use his or her best efforts to assure that the moisture content of those soils supporting the foundation and the concrete slabs forming a part of the dwelling constructed thereon remain stable and shall not introduce excessive water into the soils surrounding the dwelling.

17.3 Grading. Each Owner of a Lot shall maintain (and not alter) the grading and drainage patterns of the Lot as indicated in the subdivision plans on file with the Planning Office of the City of Green River.

17.4 Water Flow. The Owner of a Lot shall not impede or hinder in any way the water falling on the Lot from reaching the drainage courses established for the Lot and the Residential Community.

17.5 Disclaimer. Declarant shall not be liable for any loss or damage to a dwelling caused by or in anyway connected with soil conditions or failure of an Owner to control drainage on any Lot.

ARTICLE XVIII. SELLER'S OBLIGATIONS TO DISCLOSE TO BUYERS

18.1 Seller's Obligation to Deliver Documents to Buyers. Sellers of any Lot situated in the Residential Community shall provide the following to any buyer by the title deadline established in the contract for purchase and sale of the property:

- (a) This Declaration and all amendments.
- (b) The by-laws, rules, and regulations of the Association.
- (c) The Design Guidelines.



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The Association shall adopt by resolution a policy concerning responding to requests from Owners for the above listed documents and the costs of copying and compiling documents.


18.2 Seller's Obligation to Disclose Design Review and Approval. The seller(s) and buyer(s) of any Lot situated in the Residential Community shall at the time of closing mutually execute a bold-faced, typed statement concerning:

- (a) The buyer's acknowledgement and receipt of the documents listed in Section 18.1 above;
- (b) recognition that the Declaration and other Homeowners Association Documents constitute a contract between the buyer and the Association;
- (c) the buyer's obligation to pay any assessments; and,
- (d) acknowledgement the Declaration, Design Guidelines, and other Homeowners Association Documents may require approval by the Design Review Committee for any exterior improvements to the Property.

18.3 Payment of Assessments. The seller(s) and buyer(s) of any Lot situated in the Residential Community shall at the time of closing settle and pay all Special, and Default Assessments, together with Fines, interest, costs, and any other charges allowed by law that has been levied or charged to the Lot which is the subject of said closing as of the date of closing. At the time of closing, all Annual Assessments that have been levied for the current year shall be paid for the month in which closing occurs and the next six (6) months following, notwithstanding the provisions of Section 10.8, above which provides for installment payments. If less than six months remain in the current year following the month in which closing occurs, an amount equal to six months Annual Assessment installments shall be paid at the time of closing based on the levy for the current year and the excess shall be applied to the next year's Annual Assessments.

ARTICLE XIX. MISCELLANEOUS PROVISIONS

19.1 Enforcement. The Association or the Owner of any of the Lots on the Property may enforce the restrictions, conditions, covenants and reservations imposed by the provisions of Homeowners Association Documents by proceedings at law or in equity against any Person or against the Association violating or attempting to violate any of the said Articles, Bylaws or Rules and Regulations, or restrictions and limitations of this Declaration, either to recover damages for such violation, including reasonable attorneys' fees incurred in enforcing this Declaration, or to restrain such violation or attempted violation or to modify or remove structures fully or partially completed in violation hereof, or both. Failure of the Association, the Executive Board, DRC, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a


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waiver of the right to do so thereafter. The Association shall not be liable to reimburse any Member or Owner for attorneys' fees or costs incurred in any suit brought by a Member or Owner to enforce or attempt to enforce any provision of the Homeowners Association Documents.

19.2 Enforcement by Governmental Entity. The City of Green River (the "City") is intended to be a third party beneficiary of this Declaration and may, at its discretion, enforce the Declaration as it deems appropriate. Except in the case of an immediate need when the City is authorized to act on behalf of and at the expense of the Association, the City shall proceed only after notice and hearing. In the event that the Association or any successor to the Association fails to maintain the Common Element in reasonably good order and condition or to enforce this Declaration which the City determines to be appropriate and necessary, the City may serve written notice upon such organization or upon the residents of the Residential Community setting forth the manner in which the organization has failed to maintain the Common Element in reasonable condition or to enforce this Declaration. The notice shall include a demand that such deficiencies be cured within thirty (30) days thereof and shall state the date and place of a hearing thereon which shall be held before the Mayor and City Council. At such hearing, the City may modify the terms of the original notice as to deficiencies and may give an extension of time within which they shall be cured. In order to preserve the taxable values of the properties within the Residential Community and to prevent the Common Element from becoming a public nuisance or to prevent or cure a violation of this Declaration, the City may enter upon said Common Element and maintain, improve if necessary, and enforce this Declaration.

The cost of such maintenance by the City shall be paid by the Association and if not, then by the Owners of Lots within the Residential Community. Any unpaid assessments may be collected by the initiation of litigation or may become a lien on said properties at the City's discretion. To enforce the lien, the City shall file a notice of such lien in the Office of the County Clerk and Recorder upon the properties affected by such lien within the Residential Community. The City is authorized to recover all its legal costs, filing and recording fees and interest at twelve percent (12%) per annum with respect to all assessments which are not paid when due and covenants for which it deems enforcement is appropriate.

19.3 Term of Declaration and Association. This Declaration shall run with the land, shall be binding upon the Members and upon all Persons owning Lots and any Persons hereafter acquiring said Lots, and shall be in effect in perpetuity unless amended or terminated as provided herein or in the Act (to the extent applicable). The Residential Association shall not be dissolved, terminated, or otherwise cease active operation without notice to the Mayor and City Council of the City of Green River and adoption of a resolution by the City approving said dissolution or termination.

19.4 Amendment of Declaration. Except as otherwise provided in the Act and this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of Declarant or others, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon


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approval of the amendment or repeal by vote of Members of the Association holding at least seventy-five percent (75%) of the votes of the Association present in Person or by proxy at a duly constituted meeting of the Members. The approval of any such amendment or repeal shall be evidenced by the certification by the Executive Board of the Association of the vote of Members. The amendment or repeal shall be effective upon the recordation in the Office of the Clerk and Recorder of Sweetwater County, Wyoming, of a certificate, executed by the President and Secretary of the Association setting forth the amendment or repeal in full and certifying that the amendment or repeal has been approved by the Members and certified by the Executive Board as set forth above.

19.5 Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents or the intent of any provision thereof.


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

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

19.8 Invalidity and Severability. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and if a provision is invalid, all of the other provisions of the Documents shall continue in full force and effect.

19.9 No Partition of Common Area. The Common Element shall be owned by the Association. No Member shall bring any action for partition or division of the Common Element. By acceptance of a deed or other instrument of conveyance or assignment, each Owner shall be deemed to have specifically waived such Owner's rights to institute or maintain a partition action or any other action designed to cause a division of the Common Element, and this Section may be pleaded as a bar to any such action. Any Owner who shall institute or maintain any such action shall be liable to the Association, and hereby agrees to reimburse the Association for its costs, expenses, and reasonable attorneys' fees in defending any such action.

19.10 Conflict. If there is any conflict between the Homeowners Association Documents and the provisions of the Act, the provisions of the Act, to the extent applicable, shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.


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IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first above written.

**HUNTERS RUN, LLC,
a Wyoming Limited Liability Company**

OPERATING MANAGER AND MEMBER:

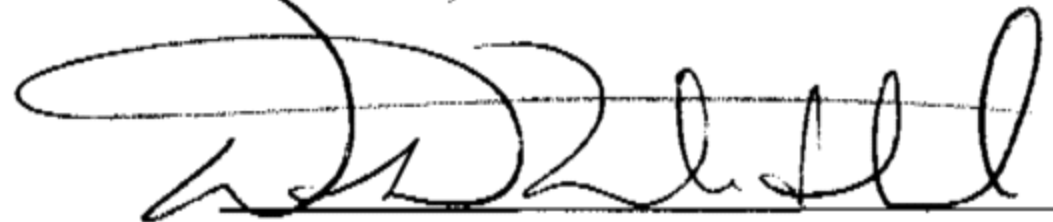


Steven H. Wyatt
1401 South Taft Avenue, Suite 200
Loveland, Colorado 80537

MEMBERS:



Mark S. Norden
1401 South Taft Avenue, Suite 200
Loveland, Colorado 80537



William D. Mitchell
1217 - 18th Street
Greeley, Colorado 80631

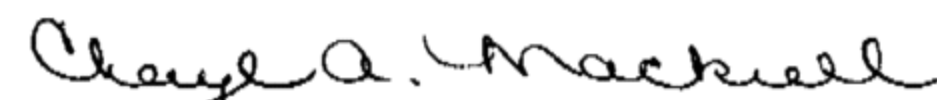
STATE OF WYOMING)
) SS.
COUNTY OF SWEETWATER)



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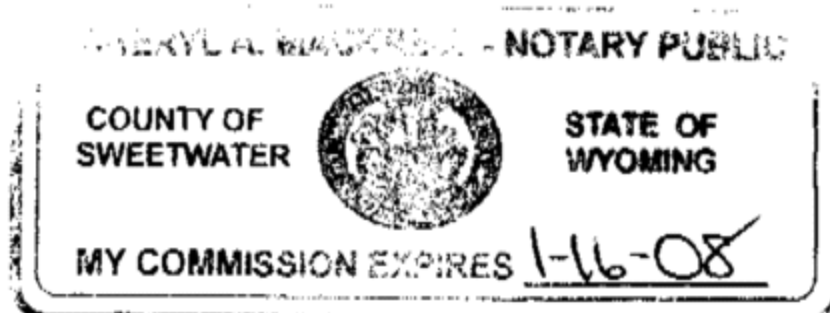
The foregoing instrument was acknowledged before me this 29th day of September, 2006, by Steven H. Wyatt, as Operating Manager and Mark S. Norden and William D. Mitchell as Members of HUNTERS RUN, LLC, a Wyoming Limited Liability Company.

WITNESS my hand and official seal.



Notary Public

My Commission Expires: 1-16-08

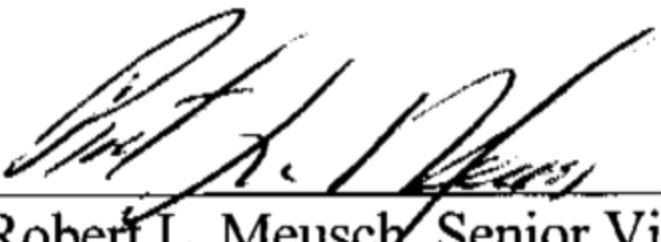


APPROVAL, RATIFICATION AND CONFIRMATION

The undersigned, having a Security Interest in the real property described on Exhibit "A" attached hereto and incorporated herein by reference, hereby approves, ratifies, confirms and consents to the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for Hunters Run Homeowners Association.

IN WITNESS WHEREOF, the undersigned has caused its name to be hereunto subscribed this 29 day of September, 2006.

BANKOF CHOICE,
A State Chartered Bank

By: 
Robert L. Meusch, Senior Vice President
and Branch Manager



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STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me this 29 day of September, 2006, by Robert L. Meusch as Senior Vice President and Branch Manager of Bank of Choice, A State Chartered Bank.

WITNESS my hand and official seal.

My commission expires: August 21, 2010



Notary Public



EXHIBIT "A"

Legal Description of Hunters Run Addition Phase One, P.U.D.

Hunters Run Addition, Phase One, a planned unit development, replat of a portion of The College Park Business Center Addition, Northeast Quarter, Section 34, Township 18 North, Range 107 West, City of Green River, County of Sweetwater, State of Wyoming

EXHIBIT "B"

Legal Description of the Common Element

All of those portions of Lots 1, 2, 3, 4, and 5, Hunter Run Addition, Phase One, P.U.D., City of Green River, County of Sweetwater, State of Wyoming, that are not hereafter platted as Lots for separate ownership and occupancy as Townhomes as defined herein.



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