

## **Declaration of Covenants, Conditions and Restrictions For The Apache Hills Planned Unit Development**

This Declaration of Covenants, Conditions and Restrictions is made by Rock Springs Group LLC, a Wyoming limited liability company (hereinafter "Declarant") as follows:

Whereas, Declarant is the owner of the following described real property as contained in the Amended Plat of the Apache Hills Planned Unit Development ("PUD"), hereinafter referred to as the Property:

Lots 1-6, inclusive, Block 1, Apache Hills PUD  
Lots 1-37, inclusive, Block 2, Apache Hills PUD  
Lots 1-24, inclusive, Block 3, Apache Hills PUD

Whereas, the Apache Hills Homeowners Association is the owner of the following described property, hereinafter referred to as the "Common Areas:"

Tract A, Apache Hills PUD  
Tract B, Apache Hills PUD  
Tract C, Apache Hills PUD  
Tract D, Apache Hills PUD  
Tract E, Apache Hills PUD  
Tract F, Apache Hills PUD

Whereas, Declarant desires to subject the Property to the covenants, conditions and restrictions, easements, charges and liens hereinafter set forth, in order to preserve, protect and enhance the values and amenities of the Property for the benefit of the Property and each Owner thereof; and

NOW, THEREFORE, in accordance with the foregoing, Declarant hereby declares that all of the above described Property is and shall be held, sold, transferred, conveyed, possessed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens, which shall run with and be binding upon the Property and which shall be binding upon and each Owner and all persons purchasing, leasing, sub-leasing or occupying any lot or lots of the Property and their successors and assigns.

### **Article I. DEFINITIONS**

Section 1. Declaration. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and all amendments thereto.

Section 2. Declarant. Declarant shall mean Rock Springs Group LLC, a Wyoming limited liability company, its successors and assigns.

Section 3. Association. Association shall mean Apache Hills Homeowners Association, a Wyoming nonprofit corporation, its successors and assigns. The Association shall act by and through its Board of Directors and its Officers. The Association shall be delegated and assigned the duties and powers of owning, controlling and administering the Common Areas of the Property and of administration and enforcing the terms and provisions of this Declaration with respect to all of the Property, specifically including the collection, disbursement and accounting of the assessments and charges set forth in this Declaration.

Section 4. Board. Board shall mean the Board of Directors of the Association.

Section 5. Property. Property shall mean the following described real property situate in Sweetwater County, Wyoming:

Lots 1-6, inclusive, Block 1, Apache Hills PUD  
Lots 1-37, inclusive, Block 2, Apache Hills PUD  
Lots 1-24, inclusive, Block 3, Apache Hills PUD

Tract A, Apache Hills PUD  
Tract B, Apache Hills PUD  
Tract C, Apache Hills PUD  
Tract D, Apache Hills PUD  
Tract E, Apache Hills PUD  
Tract F, Apache Hills PUD

A metes and bounds description of the Property is attached as Exhibit A hereto.

Section 6. Plat. Plat shall mean the Amended Plat for the Apache Hills Planned Unit Development.

Section 7. Lot. Lot, as used in each section of this Agreement other than Article I, Section 5, shall mean and refer to any of the separately designated and identified platted Lots as shown on the Plat, including the structures located on any such platted Lot and the appurtenances situate thereon and appertaining thereto, specifically excepting therefrom all of the Common Areas.

Section 8. Common Areas. Common Areas shall mean and refer to all of the Property, excepting therefrom those portions of said Property separately designated and identified as Lots on the Amended Plat of the Apache Hills Planned Unit Development and any unplatted portions of the Property. All of the Common Areas shall be owned by the Association for the common use and enjoyment of the Owners.

Section 9. Owner. Owner shall mean and refer to any record owner, whether a natural person or an entity, of a fee simple title interest in any Lot, including Declarant and including contract sellers and contract purchasers, as may be designated in the contract documents, but excluding any such record owner having such an interest therein merely as a Mortgagee. When a person who is an Owner conveys or otherwise assigns of record his fee

  
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simple title interest to a Lot, then retroactive to the date of such conveyance or assignment, such person shall thereafter cease to be an Owner; provided, however, that the foregoing shall not in any way extinguish or otherwise void any unsatisfied obligation of such person which existed at the time of such conveyance or assignment, specifically including, without limiting the generality of the foregoing, any unsatisfied obligation to pay Association assessments.

Section 10. Mortgage. Mortgage shall mean and refer to any first mortgage, deed of trust or other document pledging a Lot as security for the payment of a debt or obligation.

Section 11. Mortgagee. Mortgagee shall mean and refer to any person, corporation, partnership, trust, company or other legal entity which takes, holds, owns or is secured by a Mortgage.

## Article II. USE RESTRICTIONS

Section 2.1 The Common Areas and all Lots, whether or not the instruments of conveyance or assignment shall refer to this Declaration, shall be subject to the covenants, conditions, restrictions, easement, reservations and other provisions contained in this Declaration, as the same may be amended from time to time. The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all persons purchasing, leasing, sub-leasing or occupying any lot or lots in the development and shall remain in full force and effect until a majority of the owners of all of the planned lots in the subdivision shall direct otherwise, as provided in Article VII, section 4 below.

The strict application of the following limitations and restrictions in any specific case may be modified or waived in whole or in part by the Board of Directors if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing.

2.2 Land Use. Each Owner shall be entitled to the exclusive ownership and possession of his or her Lot. Subject to the Development and Special Declarant Rights reserved by the Declarant in Article VII hereof, no Lot within the Planned Community shall be used for any purpose other than single-family residential purposes as generally defined or for a home occupation so long as such occupation (a) is allowed by the local Zoning Codes, (b) employs no outside employees, (c) has no signage nor (d) parking requirements. Uses described as "day care" or "child care" facilities (licensed or unlicensed) are expressly prohibited except with the prior written permission of the Board of Directors.

No Improvement as herein defined, shall be erected on any part of the Planned Community which is not compatible with the character, quality and amenities associated with the neighborhood and approved in writing by the Committee.

2.3 Temporary Structures. No temporary house trailer, garage or outbuilding shall be placed or erected upon part of the Planned Community except with the prior written approval of

the Committee obtained in each instance.

No Dwelling Unit located upon the Planned Community shall be occupied in any manner at any time prior to its being fully completed in accordance with approved plans nor shall any Dwelling Unit when completed be in any manner occupied until there is compliance with all requirements, conditions, covenants, and restrictions herein set forth.

2.4 Restrictions on Garbage and Trash. Each Owner shall keep all of his or her trash, garbage or other refuse in a container. Each Owner shall be responsible for his or her trash removal. No trash, litter, garbage, grass or tree trimmings, plant waste, lumber, compost or debris of any kind shall be permitted to remain exposed upon any Lot so it is visible from any neighboring Lot, Common Areas or from the street, except that plant waste and compost is allowed in vegetable gardens in the backyards.

The Board of Directors shall have the right and duty, through its agent and employees, after Notice and Hearing, to enter upon any Lot and remove such unsightly objects and materials. The cost of such removal shall be chargeable to such Owner by Individual Assessment in accordance with Paragraph 6.4(b).

2.5 Nuisances. No noxious or offensive activity shall be carried on upon the Planned Community or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or which is or may cause an unreasonable embarrassment, disturbance or annoyance to others, or detract from its value as an attractive residential community. Habitually barking, howling or yelping dogs shall be deemed a nuisance.

2.6 No Annoying Lights, Sounds or Odors. No light shall be emitted from any portion of the Planned Community, which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Planned Community, which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the Planned Community except with the prior written approval of the Committee.

2.7 No Hazardous Activities. No activity shall be conducted on any portion of the Planned Community, which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any portion of the Planned Community and no open fires shall be lighted or permitted on any portion of the Planned Community except in a contained barbecue unit while attended and in use for cooking purposes or within a fireplace designed to prevent the dispersal of burning embers,

2.8 No Unsightliness. All unsightly structures, equipment and objects shall be enclosed within an approved structure, including all tractors, snow removal equipment and maintenance equipment, except when actually in use.

  
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No types of refrigerating, cooling or heating apparatus shall be permitted, except when appropriately screened and approved by the Committee.

2.9 Utilities. All electric, television, radio and telephone line installations and connections from the Owner's property line to the Dwelling Unit shall be placed underground and must have the prior approval of the Committee. The installation of all types of refrigerating, cooling or heating apparatus installed outside the Dwelling Unit must have the prior approval of the Committee. All solar collector installations must be approved by the Committee prior to installation.

2.10 Restrictions on Signs and Advertising Devices. No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Planned Community except such signs as may be approved in writing by the Committee which may include signs indicating protection by Security Systems and Neighborhood Watch Programs. One sign advertising a Lot for sale or for lease may be placed on such Lot or Dwelling Unit; provided however, that standards relating to dimensions, color, style and location of such sign shall be determined from time to time by the Committee and shall comply with the local sign codes and with all other applicable statutes, ordinances and regulations.

Notwithstanding the foregoing, reasonable signs and advertising used by the Declarant in connection with development of or construction on the Lot, shall be permissible.

2.11 Compliance with Insurance Requirements. Except as may be approved in writing by the Board of Directors, nothing shall be done or kept on the Planned Community which may result in an increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

2.12 Compliance with Laws. No unlawful use shall be permitted or made of any Lot or any portion thereof. All laws, ordinances and regulations of all governmental bodies having jurisdiction over the Lots, or any portion thereof, shall be observed.

2.13 Household Pets. No animals, birds, poultry, reptiles or insects of any kind, shall be raised, bred, kept or boarded in or on any portion of the Planned Community; except that dogs, cats or other customary household animals may be kept thereon if they (a) are not raised, bred or maintained for any commercial purpose, (b) are not kept in such number or in such manner as to create a nuisance or inconvenience to any resident of the Planned Community, and (c) are considered "inside pets" only.

The Board of Directors shall have the right and authority to determine in its sole discretion that dogs, cats or other household pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance, that such pet is not considered an "inside pet", or that an Owner is otherwise in violation of the provisions of this Paragraph. The Directors shall take such action or actions as it deems reasonably necessary to correct the violation to include after Notice and Hearing, directing permanent removal of the pet or pets from the Planned Community.



Reimbursement for damages caused by such pets and costs incurred by the Association, to include attorneys' fees and costs, in the removal of a pet or pets from the Planned Community or incurred by the Association in cleanup after such pets may be levied after Notice and Hearing against such pet's Owner as an Individual Assessment in accordance with Paragraph 6.4(b) hereof.

2.14 Vehicular Parking, Storage and Maintenance. No house trailer, camping trailer, horse trailer, camper, camper shells, boat trailer, hauling trailer, boat or boat accessories, truck larger than one ton, recreational vehicle or equipment, mobile home, or commercial vehicle may be parked or stored anywhere within the Planned Community unless it is parked in a Parking Space for no longer than two weeks unless otherwise approved by the Board of Directors. This applies to vehicles referred to above even if they are licensed by the State of Wyoming or any other jurisdiction as "passenger vehicles". No emergency or temporary parking or storage shall continue for more than seventy-two hours.

Automobile and/or Truck parking will be subject to regulations and restrictions by the Board of Directors. Parking is not allowed on landscaped or lawn areas.

No abandoned, unlicensed, wrecked or inoperable vehicles of any kind shall be stored or parked within the Planned Community, except in emergencies. Any "abandoned or inoperable vehicle" shall be defined as any of the vehicles listed above or any other kind of passenger vehicle which has not been driven under its own propulsion for a period of two weeks or longer, or which does not have installed within it an operable propulsion system; provided however, that any vehicle belonging to any Owner which is otherwise permitted will not be deemed to be abandoned while the Owner is ill or out of town.

The Board of Directors shall have the right to remove and store a vehicle in violation of this Paragraph after Notice and Hearing, the expenses of which shall be levied against the Owner of the vehicle as an Individual Assessment in accordance with Paragraph 6.4(b) hereof.

Vehicle maintenance or repair is not allowed within the Planned Community.

2.15 Owner Caused Damages. If, due to the act or neglect of an Owner or such Owner's Guests, loss or damage shall be caused to any person or property within the Common Areas, such Owner shall be liable and responsible for the payment of same.

The amount of such loss or damage, together with costs of collection and reasonable attorney's fees, if necessary, may be collected by the Board of Directors after Notice and Hearing, from such Owner as an Individual Assessment against such Owner in accordance with Paragraph 5.4(b) hereof.

Determination with respect to whether or not a particular activity or occurrence shall constitute a violation of this Paragraph 7.16 shall be made by the Board of Directors and shall be final.

  
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2.16 Antennas and Satellite Dishes. Satellite dishes, antennas, and similar devices for the transmission or reception of television, radio, satellite, or other signals of any kind shall be permitted, provided that any such satellite dishes are 20 inches or less in diameter. This paragraph is intended to comply with the Telecommunications Act of 1996 ("Act") and the rules and regulations promulgated by the Federal Communications Commission ("FCC"). Specifically, this paragraph is not intended to unreasonably delay or prevent installation, maintenance or use of Permitted Devices; unreasonably increase the cost of installation, maintenance or use of Permitted Devices; or preclude reception of an acceptable quality signal. In the event that any portion of this paragraph is found to violate the Act or any rule or regulation of the FCC the portion of this paragraph that is found to be in violation shall be stricken and the remaining provisions of this paragraph shall remain in full force and effect.

2.17 Lease of a Dwelling Unit. With the exception of a First Mortgagee who has acquired title to a Dwelling Unit by virtue of foreclosing a first mortgage or by virtue of a deed in lieu of foreclosure, an Owner shall have the right to lease his or her Dwelling Unit upon such terms and conditions as the Owner may deem advisable, subject to the following:

(a) Any such lease or rental agreement must be to in compliance with applicable local, state and federal laws;

(b) No Owners may lease or rent (i) less than his or her entire Dwelling Unit; (ii) for transient or hotel purposes; or (iii) for a term of less than thirty days;

(c) Any lease or rental agreement shall be in writing and shall provide that the lease or rental agreement is subject to the terms of this Declaration, the Articles, Bylaws and Rules and Regulations of the Association;

(d) Such lease or rental agreement shall state that the failure of the lessee or renter to comply with the terms of the Declaration or Bylaws of the Association, Articles of Incorporation or the Rules and Regulations of the Association shall constitute a default and such default shall be enforceable by either the Board of Directors or the lessor, or by both of them to include, but not be limited to, eviction of the lessee from the town home; and

(e) The Board of Directors shall be entitled to a copy of any lease or rental agreement upon its request.

2.18 Fences and Other Exterior Improvements. Fences shall not be allowed to be constructed between Lots. No mailboxes, porch and area lighting, property identification, basketball backboard or other exterior improvements shall be constructed, installed, erected or maintained on any Lot unless approved by the Committee and except as were installed or permitted to be installed by the Declarant in its construction of Dwelling Units on the Lots.

2.19 Rules. Every Owner and his or her Guests shall adhere strictly to the Rules as promulgated by the Board of Directors, as amended from time to time.



2.20 Waiver of Summary Abatement. The Declarant and the Association waives the right to use summary abatement or similar means to enforce the restrictions herein contained. Judicial proceedings must be instituted before any items of construction can be altered or demolished.

2.21 Party Walls. The Owner shall possess, in fee simple, that portion of the Party Wall, as defined herein, lying within his or her Lot. Each Owner having a Party Wall is hereby granted a mutual reciprocal easement for repair or replacement of said Party Wall. No Owner shall commit or omit any act, the result of which is infringement of the adjoining Owner's rights in the Party Wall absent written agreement between such Owners.

In the event that any portion of any structure existing as of October 1, 2005, including any Party Wall, shall protrude over an adjoining Lot, such structure shall not be deemed to be an encroachment upon the adjoining Lot nor shall any action be maintained for the removal of or for damage because of such protrusion. The foregoing shall also apply to any replacements of any Party Wall if the same is constructed substantially in conformity with the original Party Wall.

If a Party Wall is in need of repair or is destroyed or damaged by any casualty, the Owners of Lots abutting such Party Wall jointly shall repair, restore or reconstruct it substantially to its original form, and they shall contribute in proportion to such Owner's use of such Party Wall to the cost of repair, restoration or reconstruction thereof without the prejudice, however, to the right of any such Owner to call for a larger contribution from any other Owner under any rules of law regarding liability for negligent or willful acts or omissions.

Notwithstanding any other provision of this Article, an Owner who by his or her negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to any contribution from any such Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title; provided however, the right of such Owner to any contribution shall in any event be subordinate to the First Mortgagees of any Lots.

Destruction or damage to the Party Wall shall not cause the termination of any rights of any of the adjoining Owners thereto, and such Owners will retain those rights herein set forth concerning any reconstruction or replacement of a Party Wall.

2.22 Landscaping. Owners shall not tamper with or interfere with the landscaping controlled by the Apache Hills Homeowners Association, which shall include all areas of the front yards of the town homes and any landscaping of the Common Areas. The Owners consent to the Association boring where necessary under or along the front porch and sidewalk, as may be reasonably necessary, for purposes of installing and maintaining an irrigation system for the front yards and Common Areas, and hereby agree to convey to the Association any and all easements for landscaping purposes. Owners shall not tap into any irrigation pipes that may be used for landscaping purposes, even where such pipes are located on an Owner's property. Specifically, the Association's irrigation system shall be used to irrigate the front yards of Owner's properties and the Common Areas, and may not be used by any individual to water



planters or other vegetation.

The Association shall have full control over the planting of all trees and other plants in the front yards and Common Areas. Owners shall not plant any trees, plants or any other things in the front yards without the consent of the Association, provide, however, that Owners may place their own planters on front porches or in front of windows, subject to the approval of the Association. The Association may require the removal of any such planters that are not reasonably maintained.

2.23 No Storage. Owners may not store or place or allow to remain in place any objects in the front yards, including but not limited to, vehicles, vehicle parts, bicycles, skateboards plastic flamingos, garden dwarfs or other decorative items or any other objects that would impair the ability of the Association to adequately maintain the landscaping and keep the grass mowed or otherwise maintain a uniform look and feel for the neighborhood. Owners shall not plant any trees or other vegetation in the front yards without the express written consent of the Committee or the Association. Then Association shall have the right to plant trees and other vegetation in the front yards in its sole discretion.

2.24 Exterior façade. No Owner shall paint the exterior of any portion of any unit or town home without the express written permission of the Committee. In any event, the color scheme shall not be changed unless expressly approved by the Committee or the Association. As a general matter, the Apache Hills Homeowners Association shall be responsible for painting the exterior façade of the town homes.

2.25 Grant of Easements. The Owners hereby grant the Apache Hills Homeowners Association the following easements. The Owners hereby grant to the Association all easements as shown in the Amended Plat of the Apache Hills Planned Unit Development, as specifically described therein. In addition, the Owners hereby grant to the Association a perpetual easement for purposes of landscaping, maintenance of an irrigation system and where reasonable necessary to enforce these covenants, conditions and restrictions over the following described real property: a square 24.08 feet on each side on the front of each Lot from the edge of the relevant street (Rain Dance where the structure faces Rain Dance, Moccasin where the structure faces Moccasin), for such lots as have a front width of 24.08 feet, as each Lot is more particularly described on the Amended Plat of the Apache Hills Planned Unit Development. For Lots with front widths of slightly more or less than 24.08 feet, then the easement shall cover the entire width of the lot and extend 24.08 feet on its other two sides. For Lots, 13, 14, 15, 24, 25 and 26 in Block 2, the easement shall follow the contours of the lot lines up to the front of the structures.

### Article III.

#### ORGANIZATION AND POWERS OF DESIGN AND REVIEW COMMITTEE

Section 3.1 There is hereby established a Design and Review Committee (the "Committee"), which shall consist of three (3) members. The original members of the Design and Review Committee shall be appointed by Declarant. Declarant shall appoint all members of the Design and Review Committee until such time as seventy five percent (75%) of the lots for the Sweetwater Station Addition Phase I are sold. Thereafter, the members of the Design and

Review Committee shall be appointed by a majority of votes of all Lot Owners. For purposes of such voting to appoint members of the Design and Review Committee, Declarant shall have two votes for each Lot owned by Declarant. Members of the Committee appointed by Declarant may be removed at any time by Declarant and shall serve until resignation or removal by Declarant.

The strict application of the following limitations and restrictions in any specific case may be modified or waived in whole or in part by the Committee if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing.

Section 3.2 Designs of all improvements must be approved by the Design and Review Committee. Any auxiliary structures shall be of an architectural design harmonious with the other structures on the Lot.

Section 3.3 Submission of Plans/Design Review Fee. Prior to commencement of work to accomplish any proposed Improvement, the Person proposing to make such Improvement ("Applicant") shall submit to the Committee, at its office, such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications and samples of materials and colors as the Committee shall request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement.

The Committee may, in its Design Review Guidelines or rules, provide for the payment of a fee to accompany each request for approval of any proposed Improvement. The Committee may provide that the amount of such fee shall be uniform for similar types of any proposed Improvements or that the fee shall be determined in any other reasonable manner, such as the estimated cost of the proposed Improvement. Said fee may be used to compensate consultants as the Committee deems necessary to assist the Committee in the performance of its duties. Members of the Committee may be reimbursed for services rendered and for out-of-pocket expenses.

The Committee may require submission of additional plans, specifications or other information prior to approving or disapproving the proposed Improvement. Until receipt by the Committee of all required materials in connection with the proposed Improvement, the Committee may postpone review of any materials submitted for approval by a particular Applicant.

No Improvement of any kind shall be erected, altered, placed, or maintained within the Planned Community unless and until the final plans, elevations, and specifications therefor have received written approval by the Committee as herein provided.

Section 3.4. The Committee shall have the right to disapprove any proposed Improvement, which (a) is not in accordance with the Design Guidelines, or (b) is not suitable or desirable in the Committee's opinion for aesthetic or other reasons.

In passing upon the Improvement the Committee shall have the right to take into consideration the suitability of the proposed Improvement and of the materials of which it is to

be built, the color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the topography of the land and the effect of the Improvement as planned on the outlook from the adjacent or neighboring property, and if it is in accordance with all of the provisions of this Declaration.

3.5 The decision of the Committee shall be reasonable, made in good faith and within thirty days after receipt by the Committee of all materials required by the Committee unless such time period is extended by mutual agreement. The decision shall be in writing and, if the decision is not to approve a proposed Improvement, the reasons therefor shall be stated. The decision of the Committee shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the Committee.

A majority vote of the Committee shall constitute the action of the Committee.

3.6 Appeal to the Board of Directors. If the Committee disapproves or imposes conditions on the approval of a proposed Improvement, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Board of Directors and the Committee within ten days after notice of such disapproval or conditional approval is given to the Applicant.

The Board of Directors shall hear the appeal with reasonable promptness after reasonable notice of such hearing to the Applicant and the Committee and shall decide, with reasonable promptness, whether or not the proposed Improvement or the conditions imposed by the Committee shall be approved, disapproved or modified.

If the Committee approves a proposed Improvement, any Owner impacted by the Committee's decision may appeal the approval to the Board of Directors by giving written notice of such appeal to the Board of Directors, the Committee and the Applicant within ten days after such approval.

The Board of Directors shall hear the appeal with reasonable promptness after reasonable notice of such hearing to the Applicant, the appealing Owner and the Committee. The Board shall decide with reasonable promptness and put in writing, whether or not the proposed Improvement's approval shall be upheld. The decision of the Board of Directors shall be final and binding on the parties concerned.

3.7 Failure of Committee to Act on Plans. Any request for approval of a proposed Improvement shall be deemed approved, unless disapproval or a request for additional information or materials is transmitted to the Applicant by the Committee within thirty days after the date of receipt by the Committee of all necessary materials as determined by the Committee.

3.8 Notice of Noncompliance. The Committee shall have the right to inspect improvements made by owners. If, as a result of inspections or otherwise, the Committee finds that any Improvement has been done without obtaining the approval of the Committee, or was not done in substantial compliance with the description and materials furnished to, and any conditions imposed by, the Committee, or was not completed within eight months from the date



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of the commencement of construction, the Committee shall notify the Applicant in writing of the noncompliance; which notice shall be given, in any event within thirty days after the Committee has inspected the Improvement, but in no event no later than thirty days after the Committee's receipt of such Applicant's Notice of Completion. The Notice shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance.

3.9 If, after a Notice of Noncompliance, the Applicant fails to commence diligently to remedy such noncompliance, the Committee shall request a finding of noncompliance by the Board of Directors by giving written notice of such request to the Board of Directors and the Applicant within thirty days after delivery to the Applicant of a Notice of Noncompliance. In either event, the Board of Directors after Notice and Hearing shall decide, with reasonable promptness, whether or not there has been such noncompliance and, if so, the nature thereof.

3.10 Correction of Noncompliance. If the Board of Directors determines that a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than thirty days from the date of receipt by the Applicant of the ruling of the Board of Directors. If the Applicant does not comply with the Board's ruling within such period, the Board may, at its option, record a "Notice of Noncompliance" against the Lot on which the noncompliance exists, or may remove the noncomplying Improvement or may otherwise remedy the noncompliance.

The Board may levy an Individual Assessment hereof against the Owner of such Lot for such costs and expenses incurred. The right of the Board of Directors to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Board of Directors may have at law, in equity, or under this Declaration.

#### Article IV.

#### ORGANIZATION AND POWERS OF HOMEOWNERS ASSOCIATION

Section 1. Organization. Declarant has caused to be formed the Association, a Wyoming nonprofit corporation, which is called the Apache Hills Homeowners Association. Declarant has conveyed the Common Areas to the Association.

Section 2. Membership. Every Owner of a Lot shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from fee simple title ownership of such Lot.

Section 3. Voting. For purposes of electing directors of the Board and for other Association actions requiring a vote as provided for in this Declaration, including assessments, Declarant shall have two votes for each Lot owned by Declarant. All other Owners shall have one vote per Lot owned.

Section 4. Powers of Association. The Association shall have the power to:

- (a) own the Common Areas and have all rights of an Owner, except voting rights.

No Owner shall, in whole or in part, alter or damage in any way the landscaping, structures or other improvements which may be located upon any of the Common Areas;

- (b) manage, control and maintain the Common Areas;
- (c) impose assessments upon Owners other than Declarant, and have all powers necessary to carry put the functions for such assessments as provided in Article V below; and
- (d) enforce the provisions of this Declaration against any Owner for the benefit of the Association, the Property and the Owners as a whole, and levy assessments for the purposes of such enforcement.

#### Article V. ASSESSMENTS

Section 5.1 Covenant of Personal Obligation of Assessments. Every Owner of a Lot, by acceptance of the deed or other instrument of conveyance thereof, whether or not it shall be so expressed in such deed or other instrument of conveyance, is deemed to personally covenant and agree, jointly and severally, and hereby does so covenant and agree, to pay to the Association: (a) annual assessments, (b) special assessments, and (c) default assessments applicable to such Lot; such assessments to be established and collected as hereinafter provided. No Owner may waive or otherwise escape personal liability for the payment of the assessments provided for herein by non-use of the Common Areas or by abandonment or leasing of such Owner's Lot.

Section 5.2 Purposes of Assessments. The assessments levied by the Association shall be used, as determined in the sole discretion of the Board from time to time, exclusively for the purpose of promoting the health, safety, convenience and general welfare of the Owners, including the improvement, repair and maintenance of the Common Areas. Proper uses of the assessments levied by the Association may include, but are not mandatory or limited to, the following:

- (a) General and administrative expenses, such as banking fees, accounting fees, legal fees, property taxes, insurance, corporation fees and the like;
- (b) Expenses for maintenance and repair, such as trash removal, grounds maintenance, snow removal, landscape maintenance, building maintenance, fencing maintenance, street maintenance and the like;
- (c) Charges and fees for utility services, and the like; and
- (d) Any other purposes and uses that the Board shall determine to be necessary to meet the primary purposes of the Association, including the establishment and maintenance of reserves for improvements, repair, maintenance and the other uses

  
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specified above.

It shall be the responsibility of each Owner to provide all improvement, repair, maintenance and other services to such Owner's Lot to the extent the same are not otherwise provided by the Association hereunder, at any time.

Section 5.3 Monthly Assessments. Maintenance of the Commons Areas shall be financed by a monthly assessment of lot owners within the subdivision. Any Owner who remains in arrears in payment of the assessment shall be subject to liens on his property for payment.

Section 5.4 Special Assessments. In addition to the annual assessments authorized above, the Board may, at any time and from time to time, determine and levy in any assessment year a special assessment applicable to that particular assessment year for the purpose of defraying, in whole or in part, the costs, fees and expenses of any construction, reconstruction, repair, demolishing, replacement or maintenance of the Common Areas, specifically including any fixtures, personal property and other improvements related thereto and repair and maintenance of the parking areas and roadways within the Property, and any other expense or expenses not reasonably capable of being fully paid with funds generated by the annual assessments described hereinabove. Provided, however, that any such special assessment shall require the approval of the Design and Review Committee and the prior written consent of Owners whose votes constitute at least a majority of total votes based upon Lot ownership as described in Article IV, section 3 above.

Section 5.5 Reserve for Improvements, Repairs and Replacements. As a part of any annual or special assessments described aforesaid, the Association may levy and establish in any assessment year, a reserve fund for the maintenance, repair and replacement of the Common Areas and any improvements thereon, if any, or for the future construction or improvement thereon, and for the maintenance, repair, replacement or improvement of the fences, landscaping and related appurtenances on the Lots, if applicable.

Section 5.6. Rate of Assessments. Annual and special assessments must be fixed at a uniform rate for all Lots sufficient to meet the expected needs of the Association, provided that assessments against an individual Owner and Lot may be made by the Association for the actual costs to the Association of repairing any areas under the control of the subdivision such as irrigation lines, water and sewer in the common areas when such repair is the result of the negligence or willful act of the owner or occupant of any lot within the subdivision.

Section 5.7 Liens for Assessments. The annual and special assessments provided for hereinabove, and any and all default assessments arising under the provisions of this Declaration, together with any and all interest, costs, expenses, and reasonable attorney's fees which may arise under this Article, shall also be burdens running with, and a perpetual lien in favor of the Association upon, the specific Lot to which such assessments apply and shall also be the personal obligation of the Owner of such Lot. Any such assessment shall be deemed to be in default if it remains unpaid for more than 30 days after notice of such assessment. The Association may perfect such lien by written notice to the Owner and by filing the lien notice

with the County Clerk for Sweetwater County, Wyoming. The lien notice shall set forth the description of the Lot, the amount of assessments thereon which are unpaid as of the date of such lien notice, the name of the Owner thereof, and any other information that the Board may deem proper.

**Section 5.8     Effect of Nonpayment of Assessments.** If any annual assessment or special assessment, or any monthly installment thereof, is not fully paid when the same becomes due and payable, or if any default assessment shall arise under the provisions contained in this Declaration, then, in any of such events, interest shall accrue at the rate of Twelve Percent (12%) per annum, or at such other rate as shall be determined by the Board of Directors from time to time, from the due date on any amount thereof which was not paid when due or on the amount of the default assessment, whichever shall be applicable. In addition, failure to make such payment shall result in suspension of any voting rights in the Association or on the Design and Review Committee.

If any annual assessment or special assessment, or any monthly installment thereof, or any default assessment arising hereunder, is not fully paid within Thirty (30) days after the same becomes due and payable, the Association may proceed to evidence and perfect its lien upon the specific Lot as more particularly described in the preceding paragraph. The Association shall, within a reasonable time after perfecting its lien as described in the preceding paragraph, if such assessments remain unpaid, bring an action at law or in equity, or both, against any Owner personally obligated to pay the same and to foreclose its lien against the specific Lot, if it desires. In the event that any such assessment is not paid in full when due and the Association shall commence such an action, or shall counterclaim or cross claim in any such action, against any Owner personally obligated to pay the same and to foreclose its lien against the specific Lot, if it desires. In the event that any such assessment is not paid in full when due and the Association shall commence such an action, or shall counterclaim or cross claim in any such action, against any Owner personally obligated to pay the same or to foreclose its lien against the specific Lot, then the Association's costs, expenses, and reasonable attorney's fees incurred for preparing and recording any lien notice, and the Association's costs of suit, expenses, and reasonable attorney's fees incurred for any such action and foreclosure proceedings shall be taxed by the Court as a part of the costs of any such action or proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds from the foreclosure sale of the specific Lot in satisfaction of the Association's lien. Foreclosure or attempted foreclosure by the Association of its foregoing lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing, or attempting to foreclose its lien for any subsequent assessments which are not fully paid when due or for any subsequent default assessments. The Owner of any Lot being foreclosed upon shall be required to pay to the Association all monthly installments, if any, for the Lot during the period of foreclosure, and the Association shall be entitled to a receiver appointed to collect the same. The Association shall have the power and right to bid in or purchase any Lot at foreclosure or other legal sale or to acquire and hold, lease, mortgage, vote the Association vote appurtenant to ownership thereof, convey or otherwise deal with the same.

**Section 5.9** The Association shall give written notice by certified mail, with return receipt requested, of the filing of a lien statement against any Lot, as hereinabove provided, to

  
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the Owner of such Lot and to the Mortgagees of record of such Lot at the time of filing of the lien statement.

Section 5.10 Subordination of Lien for Assessments. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage of record, sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot to a Mortgagee pursuant to the remedies provided in its Mortgage shall extinguish the lien for unpaid assessments or charges which accrue prior to the time of such sale or transfer, which shall be deemed to be the date of a deed in lieu of foreclosure, the date of the sale in any mortgage foreclosure proceeding, retroactively upon the expiration of any statutory redemption period, or the date of the exercise of any other such remedy as may be provided in such Mortgage. No such sale or transfer to a Mortgagee shall relieve a Lot from liability for any assessments or charges thereafter becoming due or from the' lien thereof.

## Article VI

6.1 Authority to Purchase/General Requirements. All insurance policies relating to Dwelling Units and Common Areas within the Planned Community shall be purchased by the Board of Directors. The Board of Directors shall promptly furnish to each Owner and/or such Owner's First Mortgagee requesting same, written notice of the procurement of, subsequent changes in, renewals of, or termination of insurance coverages obtained on behalf of the Association.

The owner of an owner-occupied dwelling unit shall purchase an owner's policy (ho-6) or its equivalent for all of such owner's personal property, and household goods located within such owner's dwelling unit. The policy shall also insure any and all improvements or betterments made to the dwelling unit's interior unfinished surfaces of its perimeter walls, floors and ceilings, together with providing personal liability coverage. An owner, except for Declarant, of a non-owner-occupied dwelling unit, shall purchase a condominium owner's rental liability policy or its equivalent.

The association will not provide such coverages in its master policies.

The Board of Directors shall not obtain any policy where (a) under the terms of the insurance company's charter, bylaws, or policy, contributions or assessments may be made against the Association, Owner, First Mortgagee or such First Mortgagee's successor and assigns, or (b) by the terms of carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's Board of Directors, policyholders or members; or (c) the policy includes any limiting clauses (other than insurance conditions) which could prevent Owners or First Mortgagees, their successors and assigns from collecting insurance proceeds.

Each such policy shall provide that:

(a) The insurer to the extent possible waives any right to claim by way of subrogation against the Declarant, the Association, the Board of Directors, the Managing Agent or the Owners, and their respective agents, employees, Guests and, in the case of the Owners, the members of their households.

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(b) Such policy shall not be canceled, invalidated or suspended due to the conduct of any Owner or his or her Guests or of any Member, officer or employee of the Board of Directors or the Managing Agent without a prior demand in writing that the Board or the Managing Agent cure the defect and neither shall have so cured such defect within forty-five days after such demand;

(c) Such policy, including any fidelity insurance of the Association referred to in Paragraph 9.4 hereof may not be canceled, or substantially modified by any party (including cancellation for nonpayment of premium) without at least thirty days' prior written notice to the Board of Directors, the Managing Agent and to each First Mortgagee listed as a scheduled holder of a first mortgage in the policy;

(d) Such policy must provide that no assessment may be made against a First Mortgagee, its successors or assigns and that any assessment made against others shall not become a lien on a Lot superior to the lien of a First Mortgagee;

(e) The Declarant, so long as Declarant shall own any Lot, shall be protected by all such policies as an Owner, if such coverage is available.

All policies of insurance shall be written by reputable companies duly authorized and licensed to do business in the State of Colorado with an A.M. Best's rating of "A" or better.

All insurance policies shall contain the standard mortgagee clause or equivalent endorsement (without contribution) in which it appropriately names the First Mortgagee in the policy, its successors and assigns, beneficiary.

6.2 Hazard Insurance. The Board of Directors shall obtain and maintain a blanket, "all-risk" form policy of hazard insurance with extended coverage, vandalism, malicious mischief, windstorm, sprinkler leakage (if applicable), debris removal, cost of demolition and water damage endorsements, insuring any of the insurable improvements on the Common Areas and insuring the Dwelling Units.

Such insurance shall at all times insure, among other things, all fixtures, installations or additions comprising a part of the individual Dwelling Units within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the Dwelling Unit initially installed or replacements thereof made in accordance with the original plans and specifications, or installed by or any additions or improvements made by previous owners.

Such insurance shall at all times represent one hundred percent of the current replacement cost based on the most recent appraisal of each Dwelling Unit and any insurable improvements located on the Common Areas. The current replacement cost shall not include values for land, foundation, excavation and other items normally excluded therefrom and shall be without deduction for depreciation and with no provision for co-insurance. If available, the Master Policy shall be endorsed with a "Guaranteed Replacement Cost Endorsement".



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The Board of Directors shall review at least annually all of its insurance policies in order to insure that the coverages contained in the policies are sufficient. The Board of Directors shall consistent with good business practices, and at reasonable intervals obtain a written appraisal for insurance purposes, showing that the insurance represents one hundred percent of the current replacement cost as defined above for all of the Dwelling Units located upon the Planned Community and all insurable improvements located on the Common Areas, together with any personal property owned by the Association.

Such policies shall also provide:

- (a) The following endorsements or their equivalent: No Control Endorsement, Contingent Liability from Operation of Building Laws or Codes Endorsement, Cost of Demolition Endorsement, Increased Cost of Construction Endorsement) Agreed Amount Endorsement, and Inflation Guard Endorsement, if available.
- (b) That any "no other insurance" clause expressly exclude individual Owners' policies from its operation so that the property insurance policy purchased by the Board of Directors shall be deemed primary coverage and any individual Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Owners or their First Mortgagees, unless otherwise required by law.

A certificate, together with proof of payment of premiums, shall be delivered by the insurer to any Owner or First Mortgagee requesting the same, at least thirty days prior to expiration of the then current policy.

The insurance shall be carried naming the Association as the owner and beneficiary thereof for the use and benefit of the individual Owners and shall provide a standard noncontributory mortgage clause in favor of each First Mortgagee. Any loss covered by the policies carried under this Article shall be adjusted exclusively by the Board of Directors and provide that all claims are to be settled on a replacement cost basis.

The Association shall hold any insurance proceeds received in trust for the Association, the Owners and the holders of their Security Interests as their interests may appear. Subject to the provisions of ARTICLE TEN hereof, the proceeds shall be disbursed first for the repair or restoration of the damaged Common Areas and Dwelling Units. Owners and holders of Security Interests are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Areas and Dwelling Units have been repaired or restored or the Planned Community terminated. No Owner or any other party shall be entitled to priority over First Mortgagees with respect to any



distribution of the insurance proceeds.

Title to each Lot within the Planned Community is declared and expressly made subject to the terms and conditions hereto, and acceptance by the grantee of a deed or other instrument of conveyance from the Declarant or from any Owner shall constitute appointment of the attorney-in-fact herein provided. All of the Owners constitute and appoint the Board of Directors their true and lawful attorney in their name, place and stead for the purpose of dealing with insurable improvements on the Common Areas, and with the Dwelling Units upon damage or destruction.

As attorney-in-fact, the Board of Directors of the Association shall have full and complete authorization, power and right to make, execute and deliver any contract or any other instrument with respect to the interest of any Owner which is necessary and appropriate to exercise the powers herein granted.

The deductible, if any, on such insurance policy shall be as the Directors determine to be consistent with good business practice and which shall be consistent with the requirements of the First Mortgagees, not to exceed, however, Five Thousand Dollars or one percent of the face amount of the policy whichever is less. Any loss falling within the deductible portion of a policy shall be paid by the Association. Funds to cover the deductible amounts shall be included in the Association's Reserve Fund and be so designated.

The Board shall have the authority to levy, after Notice and Hearing, against Owners causing such loss for the reimbursement of all deductibles paid by the Association as an Individual Assessment in accordance with Paragraph 5.4(b) hereof.

6.3 Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general liability (including eviction, libel, slander, false arrest and invasion of privacy) and property damage insurance providing coverage for occurrences happening on the Common Areas and on other real property maintained by the Association, and insuring each officer, director, the Managing Agent and the Association.

Such coverage under this policy shall include, without limitation, the legal liability of the insureds for property damage, bodily injuries and deaths of persons that result from the operation, maintenance or use of the Common Areas and other real property maintained by the Association and the legal liability arising out of lawsuits relating to employment contracts in which the Association is a party.

Such insurance shall be issued on a comprehensive liability basis. Additional coverages may be required to include protection against such other risks as are customarily covered with respect to the Planned Community similar in construction, location and use, including, but not limited to, Host Liquor Liability coverage with respect to events sponsored by the Association, Worker's Compensation and Employer's Liability Insurance, Comprehensive Automobile Liability Insurance, and Severability of Interest Endorsement.

In the event the association hosts a function and charges for food or drink and liquor is served, there will be no host liquor liability coverage for the association. If money is charged, a liquor liability policy would be needed to give coverage to the association.

The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than one million dollars covering all claims for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits may also be obtained.

Absolute liability is not imposed on Owners for damage to Common Areas or Lots within the Planned Community.

6.4 Fidelity Insurance. The Association shall obtain and maintain, to the extent reasonably available, fidelity insurance coverage for any Owner or Association employee who either handles or is responsible for funds held or administered by the Association. The insurance shall name the Association as insured, and shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

The fidelity insurance policy should cover the maximum funds (including Reserve Funds) that will be in the custody of the Association or its management agent at any time while the policy is in force; provided however, in any event the aggregate amount of such insurance shall be not less than a sum equal to three months' aggregate Assessments on all Lots plus Reserve Funds.

The policy must include a provision that calls for ten days' written notice to the Association before the policy can be canceled or substantially modified for any reason. The same notice must also be given to each servicer that services a Fannie Mae-owned or securitized mortgage in the Planned Community.

A management agent that handles funds for the Association should be covered by its own fidelity insurance policy which must provide the same coverage required of the association.

6.5 Additional Insurance.

(a) If the area where the Planned Community is located has been identified by the Secretary of Housing and Urban Development (HUD) or the Director of the Federal Emergency Management Agency (FEMA) as a Special Flood Hazard Area, flood insurance for the Planned Community shall be maintained providing coverage equivalent to that provided under the National Flood Insurance Program in an amount of one hundred percent of the Planned Community's current replacement cost or the maximum available.

The Association must also maintain coverage for all Dwelling Units and all insurable improvements located upon the Common Areas for one hundred percent of their replacement cost as defined above. A separate Association endorsement is required if not already a part of the



policy.

(b) Adequate Directors and Officers liability insurance, if available, and if deemed consistent with good business practices, for errors and omissions on all Directors and Officers to be written in an amount which the Board of Directors deems adequate;

(c) Worker's Compensation and Employer's Liability Insurance and all other similar insurance with respect to employees of the Association in the amount and in the forms now or hereafter acquired by law;

(d) Such other insurance of a similar or dissimilar nature, as the Board of Directors shall deem appropriate with respect to the Planned Community.

6.6 Payment of Insurance Premiums. Insurance premiums for insurance carried by the Association shall be paid for by the Association as a Common Expense.

In the event there are not sufficient funds generated from the Common Expense Assessment to cover the cost of the insurance provided for above, then the deficiency shall be chargeable to each Owner by an Individual Assessment in accordance with Paragraph 5.4(b) hereof and such assessment shall be exempt from any special voting requirements of the Membership. Such assessment shall be prorated among Owners in accordance with the Owners' Common Expense Assessment Liability set forth in Paragraph 1.3 hereof.

6.7 Separate Insurance. No Owner shall be entitled to exercise his or her right to acquire or maintain such insurance coverage so as to decrease the amount which the Board of Directors, on behalf of all Owners, may realize under any insurance policy maintained by the Board or to cause any insurance coverage maintained by the Board to be brought into contribution with insurance coverage obtained by an Owner. All such policies shall contain waivers of subrogation. No Owner shall obtain separate insurance policies except as provided in this Paragraph.

6.8 Damage to Property. Any portion of the Planned Community that is damaged or destroyed and for which insurance is carried by the Association, shall be repaired or reconstructed by the Board of Directors in accordance with ARTICLE TEN hereof.

6.9 Condemnation. The Board of Directors, as their attorney-in-fact, shall represent the Owners in any condemnation proceedings or in any negotiations, settlement and agreements with the condemning authorities for the condemnation of any part of the Common Areas.

All compensation, damage or other proceeds therefrom (Condemnation Award) shall be payable to the Association as attorney-in-fact to be held in trust for the use and benefit of the Association, the Owners and the holders of their Security Interests as their interests may appear. No Owner or any other party shall be entitled to priority over First Mortgagees with respect to any distribution of the Condemnation Award.



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Upon the condemnation of an entire Lot, all of the allocated interests of that Lot or Lots shall be reallocated as if that Lot or Lots did not exist and the Board of Directors shall promptly prepare, execute and record an Amendment to this Declaration reflecting the reallocations without the necessity of the consent thereto or joinder therein by the Owners or First Mortgagees.

#### Article VII.

#### REPAIR AND RECONSTRUCTION

7.1 Duty to Repair and Reconstruct. Any portion of the Planned Community which is covered by insurance carried by the Association that is damaged or destroyed must be repaired or reconstructed promptly by the Board of Directors.

7.2 Repair and Reconstruction by the Association. The Board of Directors, as their attorney-in fact, shall represent the Owners in all proceedings, negotiations and agreements with the insurance companies for the settlement of any insurance claim for any part of the damaged Planned Community.

All insurance proceeds shall be payable to the Association as attorney-in-fact to be held in trust for the use and benefit of the Owners and the holders of their Security Interests as they may appear. No Owner or any other party shall be entitled to priority over First Mortgagees with respect to any distribution of insurance proceeds.

If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damage, the Board of Directors shall levy an Individual Assessment in the aggregate amount of such insufficiency pursuant to Paragraph 5.4(b) hereof, and shall proceed to make such repairs or reconstruction. The amount of each Owner's Individual Assessment shall be such Owner's Common Expense Assessment Liability determined in accordance with Paragraph 1.3 hereof.

#### Article VIII.

#### MISCELLANEOUS

Section 8.1 Severability. All of the covenants, conditions, reservations, restrictions and other provisions contained in this Declaration shall be construed together, but shall be deemed to be independent and severable. The invalidity or unenforceability of any one or more of the provisions contained herein, or any portion thereof, by order of any Court or otherwise, shall in no way affect the validity and enforceability of any of the other terms and provisions of this Declaration, which terms and provisions shall remain in full force and effect.

Section 8.2 No Waiver. The failure of the Association or of the Design and Review Committee to enforce one or more of the provisions of this Declaration on one or more occasions shall not be deemed a waiver of such provision with respect to any other occasion.

Section 8.3 Integration. This Declaration represents the entire set of covenants conditions and restrictions absent written amendment filed with the County Clerk for the County of Sweetwater, Wyoming and no other representations shall be binding upon Declarant, the



Association or the design and Review Committee.

Section 8.4 Amendment. This Declaration may only be amended by a vote of two-thirds (2/3) of the eligible votes of all Owners. Any such amendment must be in writing and shall be filed promptly upon its adoption with the County Clerk for the County of Sweetwater, Wyoming.

In witness whereof, all of the partners of Declarant have executed this Declaration on this 19<sup>th</sup> day of Oct. 2005.

ROCK SPRINGS GROUP LLC,  
a Wyoming limited liability company

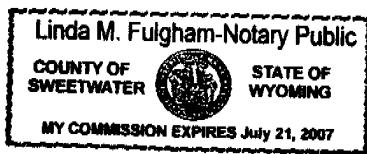
By: Douglas T. Marquiss  
Douglas T. Marquiss  
Managing Member

The State of Wyoming       )  
  : ss.  
County of Sweetwater       )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of October, 2005, by DOUGLAS T. MARQUISS.

Witness my hand and official seal.

My commission expires:



Linda M. Fulgham  
Notary Public

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