

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE ALPINE HEIGHTS ADDITION

This Declaration of Covenants, Conditions, and Restrictions of the Alpine Heights Addition (Declaration) is entered and made effective as of _____, 2025 (Effective Date) by Creative Properties, LLC, a Wyoming limited liability company (Declarant).

RECITALS

- A. Declarant is the owner and developer of a certain approximately .93 acre parcel of real property located in Alpine, Wyoming (Lincoln County), which is more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the Subject Property).
- B. Declarant is developing the Subject Property into a mixed residential and commercial subdivision project known as the “Alpine Heights Addition,” which will consist of townhomes, apartments, private roadways, various open space areas, general common areas, limited common areas, and amenities.
- C. The purpose of this Declaration is to set forth the basic terms, covenants, conditions, easements, and restrictions (hereinafter collectively “Restrictions”) that will apply to the entire development and use of all portions of the Subject Property. The Restrictions are designed to preserve the Subject Property’s value, desirability, and attractiveness, and to guarantee adequate maintenance of the Common Area and the Improvements located thereon, as hereinafter defined.

ARTICLE ONE DEFINITIONS

Section 1.01 Definitions

For purposes of this Agreement, the following terms have the following meanings.

(a) Apartment

Apartment shall mean any Improvement on any Unit in which one Owner shares a Party Wall with the same Owner for another attached dwelling unit. Each Apartment sits on the same real property on which the footprint of such Unit on which the Apartment is constructed.

(b) Articles

Articles shall mean the Articles of Incorporation of the Association, including any restatements or amendments thereto.

(c) Assessments

Assessments shall mean those payments imposed by the Association and required of Members, including without limitation Regular Assessments, Special Assessments, and Limited Assessments.

(d) Association

Association shall mean and refer to the **Alpine Heights Owners Association Inc.**, a non-profit corporation to be organized under the laws of the State of Wyoming, and its successors and assigns.

(e) Board

Board shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

(f) Bylaws

Bylaws shall mean the Bylaws of the Association, including any restatements or amendments thereto.

(g) Common Area

Common Area shall mean any or all of the parcels of Common Area, including without limitation the private street or drives, parking area or drives, common open space, sidewalks, bicycle paths, curbs, landscaping, wall, hedges, plantings, trees, vegetation, common landscaped areas, storage facilities, recreational facilities, and other amenities and facilities. **Common Area includes the Limited Common Area, except that Limited Common Areas are for the exclusive use of the Unit to which they are designated on the Plat.**

(h) Declarant

Declarant shall mean Creative Properties, LLC, a Wyoming limited liability company.

(i) Declaration

Declaration shall mean this Declaration of Covenants, Conditions, and Restrictions of the Alpine Heights Addition, as depicted on the Plat (defined below) as it may be amended from time to time.

(j) Expenses

Expenses shall mean all costs and expenses incurred by the Association for the conduct of its affairs, including without limitation legal and other professional fees; the costs and expenses of the Landscape Maintenance Obligations and Exterior Maintenance Obligations; the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Area, Limited Common Area, including all Improvements located on such areas owned and/or managed and maintained by the Association; and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area and Limited Common Area that must be replaced and maintained on a regular basis.

(k) Exterior Maintenance Obligations

Exterior Maintenance Obligations shall mean the obligations of the Association for the exterior maintenance of all Improvements, as set forth in Section 3.03(a).

(l) Improvement

Improvement shall mean any structure, facility, or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, or placed upon, under, or in any portion of the Subject Property, including without limitation buildings (including Apartments and Townhomes), fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, lights, street lights, mailboxes, electrical lines, pipes, pumps, ditches, and fixtures of any kind whatsoever.

(m) Landscape Maintenance Obligations

Landscape Maintenance Obligations shall mean the obligations of the Association for common landscaping on the Units, Townhome and Apartment exteriors, Common Area, and Limited Common Area as set forth in Section 3.02.

(n) Limited Assessment

Limited Assessment shall mean a charge against a particular Owner that is directly attributable to the Owner and equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, including interest thereon as provided in this Declaration.

(o) Limited Common Area

Limited Common Area shall mean those Common Areas designated as a Limited Common Element (LCE) on the Plat, which shall be for the exclusive use of an Owner or Owners to the exclusion, limitation or restriction of other Persons. Limited Common Area may be established from time to time by the Declarant or the Association on any portion of the Property by describing or depicting such area on the Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Declaration.

(p) Unit

Unit shall mean a Unit within the Subject Property as specified or shown on the Plat upon which Improvements may be constructed. Units shall not include any Common Area or Limited Common Area.

(q) Member

Member shall mean each Person entitled to membership in the Association as provided herein.

(r) Owner

Owner shall mean the record owner, whether one or more Persons, holding fee simple interest of record to each Unit located on the Subject Property, including contract buyers and owners of any beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.

(s) Party Wall

Party Wall shall mean the common wall(s) between two Townhomes or two Apartments erected for the common benefit, support, and convenience of the two Townhomes or Apartments that share such Party Wall(s).

(t) Person

Person shall mean any individual, partnership, corporation, or other legal entity.

(u) Plat

Plat shall refer to the recorded final subdivision plat of Alpine Heights Addition, recorded as _____ on _____, 2025, in the office of the Lincoln County Clerk, Wyoming, as amended from time to time.

(v) Regular Assessment

Regular Assessment shall mean the portion of the cost of maintaining, improving, repairing, managing, and operating the Common Area and Limited Common Area, and all Improvements located thereon, the cost of the Exterior Maintenance Obligations and the Landscape Maintenance Obligations, and the other costs of the Association, which is to be levied against each Unit and paid by each Owner to the Association, pursuant to the terms of this Declaration.

Costs associated with Limited Common Area will only be assessed against those Units that are benefitted by such Limited Common Area.

(w) Restrictions

Restrictions shall mean the terms, covenants, conditions, easements, and restrictions that will apply to the entire development of the Alpine Heights Addition and use of all portions of the Subject Property.

(x) Shared Driveway

Shared Driveway shall mean any cross access driveway easement and Improvements shared between two or more Townhomes or Apartments.

(y) Special Assessment

Special Assessment shall mean the portion of the costs of the capital improvements or replacements, equipment purchase and replacements, or shortages in the Regular Assessment that are authorized by the Board and to be paid by each Owner to the Association, pursuant to the terms of this Declaration.

(z) Subject Property

Subject Property shall mean the approximately .93 acre parcel of real property located in the Town of Alpine, Wyoming, as more specifically described in Exhibit A attached hereto, and including each Unit, the Common Area, the Limited Common Area, and each parcel and portion thereof and interest therein.

(aa) Townhome

Townhome shall mean any Improvement on any Unit in which one Owner shares a Party Wall with another Owner in another attached dwelling unit. Each Townhome includes the real property on which the footprint of such Townhome is constructed. Each Townhome is depicted as a discrete subpart to each Unit depicted on the Plat. Unit #1 as depicted on the Plat will consist of multiple Apartments all owned by the same Owner of Unit #1.

**ARTICLE TWO
DECLARATION; SUBMISSION OF SUBJECT PROPERTY**

Section 2.01 Declaration

Declarant declares that the Subject Property is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the Restrictions, all of which are declared and agreed to be in furtherance of a general plan to protect, maintain, improve, and enhance the value, desirability, and attractiveness of the Subject Property.

The Restrictions set forth herein shall run with the Subject Property, and shall be binding upon and inure to the benefit of all persons having or acquiring any right, title, or interest in the Subject Property or any portion thereto, including any interest in any Unit, as hereinafter defined.

Section 2.02 Declarant's Rights

No provision of this Declaration shall be construed as to prevent or limit 1) Declarant's right to complete development of the Subject Property and to construct Improvements thereon; 2) Declarant's right to maintain model Townhomes; construction, sales, or leasing offices; or similar facilities on any portion of the Subject Property, including the Common Area or any public right-of-way; or 3) Declarant's right to post signs incidental to construction, sales, or leasing on the Subject Property.

ARTICLE THREE GENERAL AND SPECIFIC RESTRICTIONS

Section 3.01 Structures – Generally

All structures are to be designed, constructed, and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

(a) No Accessory Structures

Detached accessory structures shall not be allowed on the Subject Property.

(b) Exterior of Improvements

No change shall be made in the color of paint, stain, or other exterior finish to an Improvement, including Townhomes and Apartments, without prior written approval by the Board. No fence erected by any Owner other than initially constructed by Declarant shall be allowed, except as approved by the Board.

The visual harmony and aesthetic appeal of the structures on the Subject Property is of mutual concern to all Owners and has a direct bearing on the value of Units and Improvements, including Townhomes and Apartments. Accordingly, the Board shall have the right to 1) control the texture, design, and color scheme of the outside walls, fences, roofs, and patio roofs of all structures erected upon Units; and 2) require landscaping on Units.

The Association shall maintain the exterior portions and roofs of all Units, including any patios or balconies appurtenant to a Townhome or Apartment.

(c) Location on Unit

Unless otherwise specifically approved in writing by the Board, all Improvements (exclusive of fences and similar structures) shall be placed within the footprints for each Unit depicted on the Plat. All utility facilities and/or systems used in connection with a Unit shall be placed underground. All fencing shall be approved by the Board. No fence or wall shall interfere with

the use and enjoyment of any easement shown on the Plat. No fence, wall, hedge, high planting, obstruction, or barrier shall be allowed that would unreasonably interfere with the use and enjoyment of neighboring Units and the private street, and shall not be allowed if the same constitute an undesirable, noxious, or nuisance effect upon neighboring Units.

Section 3.02 Landscaping

Declarant or the Board, as the case may be, shall adopt guidelines regulating landscaping permitted and required on the Units. The Association shall maintain, repair, and replace in clean and safe condition the grounds all exterior landscaping on the Common Area, including without limitation sprinklers and sprinkler systems, trees, shrubs, flowers, grass, and groundcover, as necessary (hereinafter the "Landscape Maintenance Obligation").

Section 3.03 Exterior Maintenance and Repair

(a) Association Obligations

The Association shall be responsible for maintaining the exterior surfaces of all Improvements. The exterior maintenance shall include the following, without limitation: painting, staining, restaining, repairing, replacing and caring for all exterior surfaces, including stucco, siding, roofs, and exterior portions of doors; and maintaining, repairing, and replacing rain gutters and downspouts (hereinafter the "Exterior Maintenance Obligation"). The Exterior Maintenance Obligation does not include the following, all of which shall remain the responsibility of the respective Owner: 1) maintaining, repairing, replacing, or cleaning of glass, windows, window casements, sashes, and frames (other than exterior painting or staining of the same) of a Unit; 2) maintaining, repairing, or replacing awnings of a Unit; or 3) maintaining or repairing (including removing snow therefrom) walkways to and from Units.

(b) Owner Obligations

Each Owner shall be responsible for maintaining, repairing, replacing, and caring for the interiors of the Owner's Townhome and Apartments, including without limitation maintaining, repairing, replacing, and caring for electrical wiring and fixtures, plumbing pipes and conduits, all fixtures and appliances, air conditioning, heating, disposal systems, interior fire protection systems, glass panes and windows, hardware, and replacement of light bulbs in connection with lights attached to the exterior surfaces of the Unit. In the event that any maintenance or repair is performed by the Association that is required because of the willful or negligent act of an Owner, the Owner's family members, tenants, guests, or invitees, the cost of such maintenance and repair shall be reimbursed by such Owner to the Association and/or the Association may assess the cost of the same against such Owner and such Unit as a Limited Assessment and shall create a lien against such Unit enforceable in the same manner as other Assessments set forth in Article Six of this Declaration. All damage to any Improvements shall be repaired as promptly as is reasonably possible.

Each Owner shall be responsible for keeping the Limited Common Areas designated for the exclusive use of their Unit clean, tidy, neat, and sightly, and generally caring for the same. Each Owner shall notify the Association of any unsafe condition existing in, on or around the Limited Common Area. In addition, nothing unsightly, in the reasonable discretion of the Board, shall be kept on any Limited Common Area.

Any event or condition in connection with a Unit that, in the sole discretion of the Board, creates an unsightly or blighting influence, shall be corrected, removed, or obstructed from public view, as the case may be, by the Owner of the Unit, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration.

In the event that any Owner 1) permits any Improvement that is the responsibility of that Owner to maintain to fall into disrepair so as to create a dangerous, unsafe, overgrown, weed-infested, unsightly, or unattractive condition, or 2) damages property or facilities on or adjoining that Owner's Unit that would otherwise be the Association's responsibility to maintain, the Board, upon fifteen days' prior written notice to the Owner of such Unit, shall have the right to correct such condition, and to enter into such Owner's Unit for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien against such Owner's Unit enforceable in the same manner as other Assessments set forth in Article Six of this Declaration. The Owner of the offending Unit shall be personally liable, and such Owner's Unit may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due.

Section 3.04 Antennae

No exterior radio antenna, television antenna, satellite dish antenna, or other antenna of any type shall be erected or maintained on the Property unless it is located or screened in a manner acceptable to the Board. Without limiting the foregoing, small satellite dishes may be installed on any Unit so long as such satellite dish is installed on the back of such Improvement and is not visible from any road or street, unless otherwise approved by the Board.

Section 3.05 No Temporary Structures

No house trailer, mobile home, tent (other than for short term individual or visitor use), shack, or other temporary building, improvement, or structure shall be placed upon any portion of the Subject Property, except temporarily as may be required by construction activity undertaken on the Subject Property, and only following approval by the Board.

Section 3.06 No Unscreened Boats, Campers, or Other Vehicles

No dilapidated or unsightly vehicles or similar equipment, as determined in the reasonable discretion of the Board, shall be placed upon any portion of the Subject Property (including without limitation streets, parking areas, and driveways). Further, no boats, trailers, campers, or all-terrain vehicles shall be stored on the Subject Property.

Section 3.07 Unsightly Articles; Nuisances

No unsightly articles shall be permitted to remain outside any Unit so as to be visible from any other portion of the Subject Property. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Subject Property, and no odor shall be permitted to arise therefrom so as to render the Subject Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Subject Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. All refuse, garbage, and trash shall be kept at all times in covered, reasonably noiseless containers, which shall be kept and maintained within an enclosed structure appropriately screened from view, except when necessarily placed for pickup by garbage removal services. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Subject Property so as to be offensive or detrimental to the Subject Property or to its occupants or to other property in the vicinity or to its occupants. No building materials of any kind shall be placed or stored outside a Unit until the Owner of the Unit, or that Owner's builder, is ready and able to commence construction.

Section 3.08 No Hazardous Activities

No activities shall be conducted on the Subject Property, and no Improvements constructed on any Unit, Common Area, or any other portion of the Subject Property, that are or might be unsafe or hazardous to any person or property.

Section 3.09 Exterior Energy Devices

No energy production devices, including without limitation generators of any kind and solar energy devices, shall be constructed or maintained on any Unit without the prior written approval of the Board.

Section 3.10 Animals/Pets

No pets, dogs, cats, animals, birds, insects, pigeons, poultry, or livestock shall be kept on the Property, except as permitted under applicable federal, state, or municipal law. In the event a service animal is required to be kept under applicable law, chronic barking or similar sounds by such animal shall be considered a nuisance. Service animals shall be kept on a leash, curbed, and otherwise controlled at all times and shall be kept in compliance with all applicable state and local laws and ordinances. All service animal owners shall immediately clean up any pet waste from any Common Area. Failure to do so may result, at the Board's discretion, in a Limited Assessment levied against such animal owner or Owner of the Unit where such animal or animals are being kept.

Section 3.11 Drainage

Grading for Units shall be kept to a minimum and Improvements are to be located for preservation of the existing grades or berms that are an integral part of the grade design. The Units must be

graded to provide positive flow of said drainage to the street. Drainage shall comply with applicable law.

Section 3.12 Signs

No sign of any kind shall be displayed to the public view without the approval of the Board except: 1) such signs as may be used by Declarant in connection with the development of and sale or lease of Units; 2) informational signs of customary and reasonable dimensions as prescribed by the Board and displayed in the Common Area; 3) one sign of customary and reasonable dimensions, as determined by the Board, displayed by an Owner of a Unit outside said Unit advertising the Unit for sale or lease; or 4) any sign required by Alpine, Wyoming. No sign shall be placed on the Common Area without written approval of the Board.

Section 3.13 Insurance Rates

Nothing shall be on or kept on any Unit or at any Townhome or Apartment that may increase the rate of insurance on any other portion of the Subject Property without the written approval of the Association, nor shall anything be done or kept on any Unit or at any Townhome or apartment that would result in the cancellation of insurance on any property owned or managed by the Association.

Section 3.14 No Further Subdivision

No Unit shall be further subdivided. Nothing herein shall be deemed to prevent an Owner from transferring or selling any Unit to more than one person to be held between them as tenants in common, joint tenants, or community property.

Section 3.15 Exemption of Declarant

Nothing contained herein shall limit the right of Declarant to 1) subdivide or re-subdivide any portion of the Subject Property; 2) grant licenses; 3) reserve rights-of-way and easements with respect to the Common Area to utility companies, public agencies, or others; 4) complete excavation, grading, and construction of Improvements to and on any portion of the Subject Property owned by Declarant; 5) alter construction plans and designs; or 6) construct such additional Improvements as Declarant deems advisable in the course of development of, so long as any Unit remains unsold.

Section 3.16 Adoption of Rules

The Association, through its Board, may adopt reasonable rules consistent with this Declaration relating to 1) the use of the Common Area and all facilities thereon, and 2) the conduct of Owners, their family members, tenants, invitees, and guests with respect to the Subject Property and other Owners.

ARTICLE FOUR ASSOCIATION, MEMBERSHIP, AND BOARD

Section 4.01 Organization of Association

The Association is or shall be incorporated under the name **Alpine Heights Owners Association Inc.** as a Wyoming nonprofit corporation under the Wyoming Nonprofit Corporation Act. The Association shall have the duties, powers, and rights set forth in this Declaration, the Articles, and the Bylaws. The Board shall manage the affairs of the Association, as more fully provided in this Declaration, the Articles, and the Bylaws.

Section 4.02 Interpretation of Conflicts

Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. To the extent any provision in the Articles or the Bylaws conflict with any provision of this Declaration, this Declaration shall control.

Section 4.03 Association Membership

Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of an Owner's interest in a Unit, and then only to the transferee of such interest. Any attempt to make a prohibited membership transfer shall be void and shall not be reflected on the books of the Association. In the event a transferring Owner of any interest in a Unit should fail or refuse to transfer the membership associated with the Unit to the transferee of the Unit, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the transferor Owner shall be null and void.

Section 4.04 Voting Rights of Members

The Association shall have one class of voting membership. The Members shall all be Owners and shall be entitled to one vote for each Unit owned. When more than one person or entity holds an interest in any Unit, all such persons or entities shall be Members, and they shall determine how the vote for the Unit shall be exercised. Notwithstanding the preceding sentence, no more than one vote shall be cast with respect to each Unit on all matters requiring voting by the Members, and fractional votes shall not be allowed.

Section 4.05 Board of Directors and Officers

The affairs of the Association shall be conducted and managed by such directors and officers as the Board may elect or appoint, in accordance with the Articles and the Bylaws, as the same may be amended from time to time.

Section 4.06 Power of Association

Subject only to the limitations expressly set forth in the Articles, the Bylaws, and this Declaration, the Association shall have the power to do any and all lawful things that may be authorized, required, or permitted to be done by the Association under Wyoming law and under this Declaration, the Articles, and the Bylaws, and to do and perform any and all acts that may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Association's other assets, including water rights when and if received from Declarant, and the performance of the other responsibilities herein assigned, including without limitation the following.

(a) Assessments

The Association shall have the power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

(b) Right of Enforcement

The Association shall have the power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Articles, or the Bylaws.

(c) Delegation of Powers

The Association shall have the authority to delegate its power and duties to committees, officers, employees, or to any Person to act as manager for the maintenance, repair, replacement, and operation of the Common Area, and the maintenance, repair, and replacement of the Association's Exterior Maintenance Obligations and the Association's Landscape Maintenance Obligations; provided, however, that any such delegation of the Association's power to a manager shall be in a writing approved by the Board with a term not to exceed twelve consecutive months, and terminable by the Association with or without cause upon the expiration of thirty days' prior written notice. The Association and the Members of the Association shall not be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

(d) Emergency Powers

The Association shall have the power, exercised by the Association or by any person authorized by it, to enter upon any Unit or Common Area (but not inside any Improvement constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construct for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

(e) Licenses, Easements, and Rights-of-Way

The Association shall have the power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the Common Area and for the preservation of the health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining: 1) underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television, or other purposes, and the above-ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services; 2) public sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and 3) mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing, and landscaping abutting the Common Area, public and private streets, or land conveyed for any public or quasi-public purpose.

Section 4.07 Duties of Association

In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, the Articles, and the Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties.

(a) Operation and Maintenance of Common Area

The Association shall operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Common Area and Limited Common Area, including without limitation removal of snow, paper, rubbish, and debris from the Common Area.

(b) Exterior Maintenance and Landscaping

The Association shall repair, maintain, and otherwise manage or provide for the repair, replacement, and maintenance of the Association's Exterior Maintenance Obligations, as set forth in Section 3.03(a), and the Association's Landscape Maintenance Obligations, as set forth in Section 3.02.

(c) Taxes and Assessments

The Association shall pay all real and personal property taxes and Assessments separately levied against the Common Area or against the Association and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association; provided, however, that such taxes and Assessments shall be paid or a bond insuring payment shall be posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal,

state, or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

(d) Water and Other Utilities

The Association shall acquire, provide, and/or pay for necessary services for maintenance of the Common Area, exterior landscaping on Units, Townhomes, and Apartment exteriors, and to manage for the benefit of the Association water rights (if any) and rights to receive water (if any) held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise.

(e) Insurance

The Association shall obtain insurance from reputable insurance companies authorized to do business in the State of Wyoming, and maintain in effect any insurance policy the Board deems necessary or advisable, including without limitation:

- 1) fire insurance, including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment, and fixtures located within the Common Area and Limited Common Area;
- 2) commercial general liability insurance insuring the Board, the Association, Declarant, and the agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Area, with limits of liability of such coverage set at not less than One Million and 00/100 Dollars (\$1,000,000.00) per person and One Million and 00/100 Dollars (\$1,000,000.00) per occurrence with respect to personal injury or death, and One Million and 00/100 Dollars (\$1,000,000.00) per occurrence with respect to property damage; and
- 3) such other insurance, including officers and director insurance, motor vehicle insurance, and worker's compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith.

Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessment levied by the Association. Each Owner may obtain insurance at such Owner's own expense providing coverage upon such Owner's Townhome; such Owner's Improvements and personal property; for such Owner's personal liability; and

covering such other risks as such Owner may deem appropriate; but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies that the Association obtains pursuant to this Section. All such insurance shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents, and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation. Proceeds of such insurance claims shall be paid to the Owner of the Townhome and/or the mortgagee in connection with such Townhome.

(f) Enforcement of Restrictions and Rules

The Association shall perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, the Articles, or the Bylaws including, without limitation, the recordation of any claim of lien with the Lincoln County, Wyoming Recorder as more fully provided herein.

Section 4.08 Personal Liability

No Member of the Board, or member of any committee of the Association, including without limitation any officer or manager of the Association, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the Association, the Board, the manager, or any other officer, representative, or employee of the Association, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

Section 4.09 Budgets and Financial Statements

Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association upon such Member's written and reasonable request, as follows.

(a) Projected Operating Statement/Budget

A projected operating statement and budget for each fiscal year for the Association shall be available for distribution no less than sixty days before the beginning of each fiscal year. The operating statement projected for the ensuing fiscal year shall include a schedule of Assessments received and receivable, identified by the Townhome number and Owner thereof.

(b) Balance Sheet

Within ninety days after the close of each fiscal year, the Association shall cause to be prepared a balance sheet as of the last day of the Association's fiscal year, and shall make such balance sheet available for distribution to each Owner.

(c) Operating Statement

Within thirty days after the close of each fiscal year, the Association shall cause to be prepared an annual operating statement reflecting the income and expenditures of the Association. Copies of the balance sheet and operating statement shall be made available for distribution to each Member within 120 days after the end of each fiscal year.

(d) Audit

The Association shall provide an audited statement for the preceding fiscal year if the holder, insurer, or guarantor of any first mortgage that is secured by a Townhome submits a written request for it; such holder, insurer, or guarantor shall pay the reasonable cost of such audit. A copy of each audit shall be delivered to each Member requesting a copy of such audit within thirty days after the completion of such audit.

(e) Meetings of Association

Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members not less than ten days before the meeting, and shall set forth the place, date, and hour of the meeting and the nature of the business to be conducted. All meetings shall be held at the Subject Property or as close thereto as practical at a reasonable place selected by the Board.

ARTICLE FIVE RIGHTS TO COMMON AREA

Section 5.01 Use of Common Area

Each Owner shall have a right to use the Common Area, which right shall be appurtenant to and shall pass with the title to every Townhome, subject to the following provisions:

- a. Limited Common Area may only be used by the Owners of Units for which the exclusive right to use is designated on the Plat.
- b. the right of the Association holding or controlling the Common Area to levy and increase Assessments;
- c. the right of the Association to suspend the voting rights and rights to use of the Common Area, except for the right of an Owner to ingress and egress to the Owner's Townhome, during any period in which any Assessment or charge against the Owner's Townhome remains unpaid;

- d. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be permitted by the Articles and the Bylaws;
- e. the right of the Association to prohibit the construction of structures of Improvements on the Common Area;
- f. the right of the Association to suspend any Member's voting rights and/or right to use any of the recreational facilities owned by the Association, for any period during which any Assessments against said Member's property remains unpaid, and for a period not to exceed thirty days for each infraction of its published rules and regulations;
- g. the right of the Association to limit the number of Members permitted to use the Common Area, or a portion thereof, at any one time; and
- h. the right of the Association to publish reasonable rules and regulations governing the use of the Common Area.

Section 5.02 Designation of Common Area

Declarant shall designate and reserve the Common Area in this Declaration and/or the Plat, deed, or other instruments. The Common Area shall be conveyed to the Association free and clear of all liens and title encumbrances, other than easement, taxes, and Restrictions, and shall be owned and maintained by the Association.

Section 5.03 Delegation of Right to Use

Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment to the Common Area to the Owner's family members, tenants, guests, invitees, or contract purchasers residing in the Owner's Townhome.

Section 5.04 Damages

Each Owner shall be fully liable for any damage to any Common Area that may be sustained by reason of the negligence or willful misconduct of an Owner, the Owner's family members, tenants, guests, invitees, or contract purchasers residing in the Owner's Townhome. In the case of joint ownership of a Townhome, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Owner and the Owner's Townhome and may be collected as provided herein for the collection of other Assessments. No Owner shall be liable for any amounts greater than that which is legally allowable under Wyoming law.

ARTICLE SIX ASSESSMENTS

Section 6.01 Covenant to Pay Assessments

By acceptance of a deed to any Unit, each Owner hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including Regular Assessments, Special Assessments, Limited Assessments, and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

(a) Assessment Constitutes Lien

Such Assessments and charges, together with interest, costs, and reasonable attorney fees incurred in collecting the same, shall be a charge against the Owner's Townhome and shall be a continuing lien upon the Townhome against which each such Assessment or charge is made.

(b) Assessment is Personal Obligation

Each such Assessment, together with interest, costs, and reasonable attorney fees incurred in collecting the same, shall also be the personal obligation of the Owner of such Townhome. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them, but such Assessments shall remain such Owner's personal obligation regardless of whether that Person remains an Owner.

Section 6.02 Regular Assessment

All Owners, except Declarant, are obligated to pay the Regular Assessment to the treasurer of the Association on a schedule of payments established by the Board.

(a) Purpose of Regular Assessment

The proceeds from the Regular Assessment are to be used to pay for all Expenses. The Association shall compute the amount of its Expenses on an annual basis.

(b) Amounts Paid by Owners

The Board may require, in its discretion or as provided in the Articles or the Bylaws, payment of the Regular Assessment in monthly, quarterly, semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner (except Declarant) for any given fiscal year shall be computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the number of Townhomes owned by that Owner by the total number of Townhomes on the Subject Property. Without limiting the foregoing, nothing in this Declaration shall obligate Declarant to pay the Regular Assessment for Townhomes owned by Declarant; provided, however, Declarant may, but is not obligated to, pay the Regular Assessment on Townhomes owned by Declarant if the Expenses exceed the amount of Assessments collected from other Owners.

(1) Set-Up Fee

Upon the sale or transfer of a Townhome to a new Owner, the new Owner shall pay to the Association a one-time set-up fee in the minimum amount of Five Hundred and 00/100 Dollars (\$500.00) (the "Set-Up Fee"), which shall be in addition to the standard Regular Assessment. The Board, in its reasonable discretion, may raise the amount of the Set-Up Fee if deemed necessary.

Section 6.03 Special Assessments

(a) Purpose and Procedure

In the event that the Board shall determine that the collective Regular Assessments for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including without limitation costs of construction or reconstruction; unexpected repairs or replacement of capital improvements upon the Common Area; and legal and other professional fees and expenses, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portion of the Property within its jurisdiction, except those Townhomes owned by Declarant. No Special Assessment shall be levied that exceeds twenty percent (20%) of the budgeted gross Expenses of the Association for that fiscal year without the vote or written asset of the Owners representing a majority of the votes of the Members of the Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment shall be paid.

(b) Consistent Basis of Assessments

Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments.

Section 6.04 Limited Assessments

Without limiting the above provisions with respect to Regular Assessments and Special Assessments, the Board may levy a Limited Assessment against a Member (except Declarant) as a remedy to reimburse the Association for costs incurred in bringing the Member and/or the Member's Townhome into compliance with the provisions of the governing instruments for the Alpine Heights Addition. In addition, Limited Assessments will be assessed against the Owners of Units for the costs associated with the maintenance, repair, and replacement of the Limited Common Areas which such Units are afforded the exclusive use.

Section 6.05 Uniform Rate of Assessments

Except as otherwise specifically provided herein, Regular Assessments and Special Assessments shall be fixed at a uniform rate per Townhome for all Members of the Association.

Section 6.06 Assessment Period

Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 and terminate on December 31 of each year. The first Assessment shall commence on the date that is the first day of the third full month following the month in which the closing of the first sale of a Townhome occurs, and the first Assessment shall be prorated according to the number of months remaining in the fiscal year and shall be payable in equal installments, as determined by the Board.

Section 6.07 Notice and Assessment Due Date

The Board shall provide thirty days' prior written notice of Regular Assessments and Special Assessments to each Owner. The due dates for installment payment of Regular Assessments and Special Assessments, if any, shall be as established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten days after the levy thereof. There shall accrue with each delinquent installment payment a late charge equal to five percent (5.000%) of the delinquent installment. In addition, each installment payment that is delinquent for more than twenty days shall accrue interest at the rate of ten percent (10.000%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Townhome as more fully provided herein. Each Owner shall be personally liable for Assessments, together with all interest, costs, and attorney fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Area or by lease or abandonment of such Owner's Townhome.

Section 6.08 Estoppel Certificate

Upon written request from a party seeking information regarding whether a particular Owner is in default under the provisions of this Declaration and the dates on which the Owner paid any Assessments, the Association shall, as soon as reasonably practicable, deliver an acknowledged, executed statement stating, to the best of the Association's knowledge, whether that particular Owner is in default under the provisions of this Declaration and the dates on which the Owner paid any Assessments. Reliance on such statement shall not extend to any default as to which the Association lacks actual knowledge.

Section 6.09 Special Notice and Quorum Requirements

Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all members and to any person in possession of a Townhome, not less than fifteen days, but no more than thirty days, before such meeting. The presence of Members entitled to cast fifty percent (50%) of the total votes of the Association at such a meeting shall constitute a quorum. If a quorum is not present, subsequent meetings may be called subject to the same notice requirement.

ARTICLE SEVEN ENFORCEMENT OF ASSESSMENTS; LIENS

Section 7.01 Right to Enforce

The Association has the right to collect and enforce Assessments pursuant to the provisions hereof. Each Owner of a Townhome, upon becoming an Owner, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to Section 7.03 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

Section 7.02 Assessment Liens

(a) Creation

There is hereby created a claim of lien with power of sale on each and every Townhome to secure payment of any and all Assessments levied against such Townhome pursuant to this Declaration, together with interest thereon at the maximum rate permitted by law and all costs of collection that may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such Townhomes upon recordation of a claim of lien with the Lincoln County, Wyoming Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien, except for tax liens for real property taxes on any Townhome and Assessments on any Townhome in favor of any municipal or other governmental assessing body that, by law, would be superior thereto.

(b) Claim of Lien

Upon default of any Owner in the payment of any Regular Assessment, Special Assessment, or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Lincoln County, Wyoming Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Townhome against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums

and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief on such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

Section 7.03 Method of Foreclosure

A lien described in the preceding section may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney, or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Wyoming Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Wyoming as trustee for the purpose of conducting such power of sale or foreclosure.

Section 7.04 Required Notice

Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale, or otherwise, until the expiration of thirty days after 1) a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Townhome described in such notice of delinquency and claim of lien, and to the person in possession of such Townhome; and 2) a copy of the notice of delinquency and claim of lien is recorded by the Lincoln County, Wyoming Recorder at the Association's request.

Section 7.05 Subordination to Certain Trust Deeds

The lien for the Assessments provided for herein in connection with a given Townhome shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Townhome prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in Section 7.06 with respect to a first mortgagee who acquires title to a Townhome, the sale or transfer of any Townhome shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

Section 7.06 Rights of Mortgagees

Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the beneficiary under any deed of trust upon a Townhome made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Townhome shall remain subject to this Declaration, as amended.

ARTICLE EIGHT EASEMENTS

Section 8.01 Easements of Encroachment

There shall be reciprocal appurtenant easements of encroachment as between each Townhome and such portion or portions of the Common Area adjacent thereto or as between adjacent Townhomes due to the unwillful placement or settling or shifting of the Improvements. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling, or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful or intentionally wrongful act or acts of an Owner. In the event a structure on any Townhome is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Townhome agree that minor encroachments over adjoining Townhomes that existed prior to the destruction may be reconstructed pursuant to the easement granted by this Section.

Section 8.02 Easements of Access

Declarant expressly reserves for the benefit of all the Subject Property reciprocal easements of access, ingress, and egress for all Owners to and from their respective Townhomes for installation and repair of utility services; drainage of water over, across, and upon adjacent Townhomes and the Common Area, resulting from the normal use of adjoining Townhomes or the Common Area; and necessary maintenance and repair of any Improvement, including fencing, retaining walls, lighting facilities, mailboxes, sidewalk abutments, trees, and landscaping. Such easements may be used by Declarant and by all Owners, their guests, tenants, and invitees residing on or temporarily visiting the Subject Property, for pedestrian walkways, vehicular access, and such other purposes reasonably necessary for the use and enjoyment of a Townhome or the Common Area.

Section 8.03 Drainage, Irrigation, Sewer, and Utility Easements

Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities, irrigation, sewer, and drainage facilities necessary for the development of the Subject Property. In addition, Declarant hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Subject Property, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Townhome in the Subject Property.

(a) Improvement of Drainage, Irrigation, and Utility Easement Areas

The Owners are hereby restricted and enjoined from constructing any Improvements upon any drainage, irrigation, or utility easement areas as shown on the Plat or otherwise designated in

any recorded document that would interfere with or prevent the easement from being used for such purpose.

However, each Owner as to his, her, or its Townhome; Declarant; or the Association or its designated agent, subject to the terms of this Declaration, shall be entitled to 1) install and maintain landscaping on any landscaping easement areas and 2) build and maintain fencing on such easement areas subject to approval by the Board, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Townhome whose Improvements were so damaged.

Section 8.04 Rights and Duties Concerning Utility and Irrigation Easements

The rights and duties of the Owners of the Townhomes within the Subject Property, with respect to utilities and irrigation, shall be governed by the following provisions.

- a. Wherever utility or irrigation house connections are installed within the Subject Property, which connections or any portions thereof lie in or upon a Townhome owned by an Owner other than the Owner of the Townhome served by the connections, the Owner of the Townhome served by the connections shall have the right, and is hereby granted an easement to the full extent necessary, to enter upon any Townhome or to have his, her, or its agent enter upon any Townhome within the Subject Property in or upon which said connections or any portion thereof lie, to repair, replace, and generally maintain the connections as and when it may be necessary.
- b. Whenever utility or irrigation house connections are installed within the Subject Property, which connections serve more than one Townhome, the Owner of each Townhome served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Townhome.

Section 8.05 Common Driveway

Several Shared Driveways may be developed throughout the Subject Property. The Owners of Townhomes served by a Shared Driveway shall be entitled to full use and enjoyment of that portion of the Unit on which the Shared Driveway is installed as required to 1) access and service the Owner's Townhome or 2) repair, replace, or maintain the Shared Driveway by, without limitation, removing snow, paper, rubbish, and debris from the Shared Driveway. No parking is permitted within the Shared Driveway easements that blocks an Owner's use of the Shared Driveway or obstructs access to an Owner's Townhome.

Section 8.06 General Landscape Easement

An easement is hereby reserved to the Association and its agents to enter the Subject Property, including the Units and the exteriors of Townhomes, for the purpose of installing, maintaining,

replacing, and restoring exterior landscaping and natural vegetation and habitat. Such landscaping shall include, without limitation, mowing lawns, irrigating activities, trimming and pruning trees and shrubs, walkway improvements, seasonal planting, and all other landscaping activities within the Subject Property as the Association shall determine to be necessary from time to time per the Association's Landscape Maintenance Obligation, as set forth in Section 3.02.

ARTICLE NINE PARTY WALLS

Section 9.01 General Rules Apply

Each wall that is built as a part of the original construction of the Townhomes constructed and placed on the common boundary between two Townhomes shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding Party Walls and liability for property damage due to neglect or willful acts or mischief shall apply thereto. The Owners sharing a Party Wall shall have equal right to the use of such Party Wall, except that each Owner shall have the exclusive right to use the interior surface of such Party Walls on that Owner's side of such Party Walls. The Owners of the Party Walls and common structural components thereof shall maintain them in good order and repair at all times.

Section 9.02 Sharing of Costs

The cost of reasonable repair and maintenance of each Party Wall shall be shared equally by the Owners sharing the Party Wall. Any necessary repair or reconstruction of the Party Wall shall be of the same or higher construction standards and materials as the original Party Wall, and shall conform to all applicable codes, rules, regulations, and laws in effect at the time such work is completed. Furthermore, such repairs and reconstruction shall be promptly completed. Should the repairs not occur in a timely manner, either Owner may, but is not obligated to, cause the necessary repairs to be made to such Party Wall, and such repairing Owner may seek reimbursement and contribution from the non-repairing Owner under the terms of this Section. To the extent that the cost of repairing and maintaining a Party Wall is not covered by insurance provided by the Association or the Owners, the cost of such repair and maintenance shall be shared by the Owners sharing the Party Wall, except that an Owner shall have the right to call for a larger contribution from the other Owner under any rule of law regarding liability for the negligent or willful acts or omissions of such other Owner or its family members, agents, tenants, guests, invitees, or contract purchasers.

Section 9.03 Weatherproofing

Notwithstanding any other provision of this Article to the contrary, an Owner who negligently or willfully causes the Party Wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements or the repairs necessary from the failure to timely provide such protection.

Section 9.04 Right of Contribution

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in interest.

Section 9.05 Mediation

In the event of any dispute arising concerning a Party Wall or dispute involving the interpretation of the obligations of an Owner under the provisions of this Article, the matter shall be submitted to the Board, who shall act as a mediator and shall proceed in accordance with the rules and procedures of applicable law then in effect, and the decision of the majority of the members of the Board shall be binding on the Owners. In the event an Owner is unsatisfied with the results of such mediation, the Owner may seek all remedies available at law or in equity.

ARTICLE TEN GENERAL MATTERS

Section 10.01 Term

The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The Restrictions set forth in this Declaration shall run until December 31, 2050, unless amended as herein provided. After December 31, 2050 the Restrictions shall be automatically extended for successive periods of ten years each, unless amended or extinguished by a written instrument executed by members holding at least seventy-five percent (75%) of the voting power of the Association and such written instrument is recorded with the Lincoln County, Wyoming Recorder.

Section 10.02 Amendment

(a) By Declarant

Except as provided in Section 10.02(c), until the recordation of the first deed to a Townhome in the Subject Property to an Owner other than Declarant, the provisions of this Declaration may be amended, modified, clarified, supplemented, or terminated by Declarant by recordation of a written instrument setting forth such amendment, modification, clarification, supplementation, or termination.

(b) By Owners

Except where a greater percentage is required by express provision in this Declaration, any amendment to the provisions of this Declaration, other than this Article, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than a majority of the votes in the Association, and such amendment shall be effective upon its recordation with the Lincoln County,

Wyoming Recorder. Any amendment to this Article shall require the vote or written consent of Members holding at least seventy-five percent (75%) of the voting power of the Association.

(c) Effect of Amendment

Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective Townhomes, notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase Restrictions applicable to the Subject Property, but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Townhome that existed prior to the amendment.

Section 10.03 Mortgage Protection

Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Townhome made in good faith and for value, and recorded prior to the recordation of such amendment; provided that after foreclosure of any such first deed of trust such Townhome shall remain subject to this Declaration, as amended.

Section 10.04 Mortgagee's Right to Satisfy Obligations of the Association

In the event that the Association fails to pay any debt or sum lawfully owed by it, for which a lien has been placed against the Common Area, or in the event that the Association fails to pay premiums due on insurance policies required by this Declaration, the lapse of which would jeopardize a mortgagee's security in any Townhome, such mortgagee may pay said premium after first having served five days' written demand for such payment on the Association. In the event that the Association has allowed said insurance policies to lapse, any such mortgagee whose security in any Townhome is jeopardized thereby may secure new comparable insurance coverage. In the event that such mortgagee makes payments as allowed by this Section, it shall be entitled to prompt reimbursement from the Association.

Section 10.05 Notices

Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered three days after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this Section.

Section 10.06 Enforcement and Non-Waiver

(a) Right of Enforcement

Except as otherwise provided herein, any Owner of any Townhome and the Association shall have the right to enforce any or all of the provisions of this Declaration against any property within the Subject Property and the Owner or Owners of such property.

(b) Violations and Nuisances

The failure of any Owner of a Townhome to comply with any provision of this Declaration, the Articles, or the Bylaws is hereby declared a nuisance and will give rise to a cause of action in Declarant, the Association, and any affected Owner for recovery of damages, injunctive relief, or both. However, only Declarant, the Board, or a duly authorized agent of Declarant or the Board may enforce by self-help any of the provisions set forth herein or in the Articles or Bylaws, and only if such self-help is preceded by reasonable notice to the Owner.

(c) Violation of Law

Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation, or use of any property within the Subject Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

(d) Remedies Cumulative

Each remedy provided herein is cumulative and not exclusive.

(e) Non-Waiver

The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

Section 10.07 Governing Law; Jurisdiction

This Declaration shall be governed by, and construed and enforced in accordance with, the laws of the State of Wyoming. Except as otherwise provided in this Declaration, venue for any action arising from this Declaration shall be in Lincoln County, Wyoming.

Section 10.08 Liberal Construction; Severability

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Subject Property. In the event any term or provision of this Declaration is adjudicated to be unenforceable, invalid, illegal, or otherwise ineffective, the remaining terms and provisions of this Declaration shall not be affected and shall remain fully enforceable, provided that severance of the unenforceable provision does not materially alter the overall intent of this Declaration.

Section 10.09 Interpretation

The Article titles and Section headings are for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, any of the provisions of this Declaration. All references to Sections contained in this Declaration refer to the Sections of this Declaration. In this Declaration, the words include, includes, and including mean include without limitation, includes without limitation, and including without limitation, respectively. Include, includes, and including are words of illustration and enlargement, not words of limitation or exclusivity. All pronouns refer to the masculine, feminine, neuter, singular, or plural as the context may require.

DATED: The Effective Date.

Creative Properties, LLC

By: _____

Name: _____

Title: Manager

Acknowledgment

State of Wyoming

ss.

County of *

On this _____ day of _____, 2025, before me, the undersigned, a notary public, personally appeared _____ in his/her capacity as the Manager of Creative Properties, LLC, known or identified to me to be the individual whose name is subscribed to the above instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity.

Notary Public for Wyoming

Residing at:

(Seal)

Exhibit A

The following real property located in Lincoln County, Wyoming:

Lot 12 of the Palisades Heights within the Town of Alpine of record in said office as Plat No. 429 within the GLO LOT 5 of Section 29, T37N, R118W, Lincoln County, Wyoming.

DRAFT