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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
SHADOW DANCER ESTATES**

BOOK 564 n PAGE 488

This Declaration of Covenants, Conditions, and Restrictions (DCCR's) regulating and controlling the use and development of certain real property as hereinafter described is made to be effective as of the 11 day of Aug., 2004, ("Declaration") by Shadow Dancer Estates, a Wyoming company, hereinafter referred to as "Declarant", the Owner or beneficial owner of Lots 1 through 30, of Shadow Dancer Estates ("The Subdivision") in accordance with the plat to be filed for record in the Office of the Lincoln County Clerk in Lincoln County, Wyoming, ("The Plat"), which shall hereinafter be referred to as the "Property". The Property is of high scenic and natural value, and Declarant is adopting the following DCCR's to preserve and maintain the natural character and value of the Property for the benefit of all Owners of the Property or any part thereof.

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NOW, THEREFORE, Declarant hereby declares that all of the Property described shall be owned, held, sold, conveyed, encumbered, leased, used, occupied, and developed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner of any part thereof.

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ARTICLE 1 – DEFINITIONS

1. "Association" shall mean and refer to the Shadow Dancer Estates Owners Association and its successors and assigns.
2. "Board" shall mean the Board of Directors of the Association established to administer and enforce the terms and conditions of this Declaration as set forth herein.
3. "Common Areas" shall mean the private roadways within the Property, which provide access to individual lot Lines from U.S. Highway 89, easement rights to cross Trail Ridge Subdivision, walking trails and the open space areas, all as designated on the Plat.
4. "Common Services" shall mean the maintenance and any snow removal/storage services for the Common Areas, and utility lines maintenance and repair services, if any, for utility lines located in the rights-of-ways of such roads.
5. "Common Water System" shall mean the agreement between David R. Spurlock and Marcia A. Spurlock, husband and wife, hereinafter referred to as Trail Ridge Subdivision. Declarant has entered into an agreement to provide land for construction of a common water tank; its proportionate shared costs of piping and

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water wells building along with associated equipment for the benefit of Shadow Dancer Estates Lots.

6. "Declarant" shall mean and refer to Shadow Dancer Estates, a Wyoming company.
7. "Lot" shall mean and refer to any of the single-family residential plots of land described above and shown upon that certain recorded subdivision plat of the Property filed by the Declarant in the Office of Lincoln County Clerk.
8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract buyers and Owners of a beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.
9. "Principal Residence" shall mean the single family residential Structure, constructed on any Lot of the Property, which is the principal use of such Lot, and to which the other authorized Structures on such Lot are accessory.
10. "Property" shall mean and refer to that certain real property known as the Shadow Dancer Estates, in accordance with the plat to be filed for record in the Office of the Lincoln County Clerk in Lincoln County, Wyoming, as Plat No., and such additions thereto as may hereafter be brought with the jurisdiction of the Association.
11. "Structure" shall mean anything built or placed on the ground, excluding electrical transformers, telephone equipment and fences.

ARTICLE 11 PROPERTY RIGHTS

1. **Owner's Easements of Enjoyment.** Every Owner shall have the right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
 - a. The right of the Association to charge reasonable assessments for the use and maintenance of the Common Areas & Common water system, as hereinafter set forth.
 - b. The right of the Association to establish rules and regulations, including speed limits, for the use of the Common Areas and to impose reasonable sanctions for the violations of the published rules and regulations.
 - c. The right of Declarant and their heirs, successors, assigns and invitees to use of the Common Areas in perpetuity.
2. **Delegation of the Association of Use.** Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to Common Areas only to the member of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE 111 ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. **Association Membership.** Declarant shall have all of the rights, powers and authority of the Association until the Lot Owners have formally established the Association, either as a corporation, unincorporated association or other legal

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entity of their choosing. The Lot Owners shall establish the Association when Declarant has sold at least fourteen (14) of the lots. Every Owner of a Lot shall be a member of the Association. For purposes of voting and meetings of the members, there shall be one vote for each Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

2. **Management of Association and Property.** The management and maintenance of the Property and the business, Property and affairs of the Association shall be managed by a Board of Directors as provided in this Declaration, its organizational documents and bylaws ("governing documents"). All agreements and determinations with respect to the Property lawfully made or entered into by the Board of Directors shall be binding upon all of the Owners and their successors and assigns.
3. **Board of Directors of the Association.** The Board of Directors (the "Board") of the Association shall consist of three (3) members, or such additional numbers as may be approved by the members in accordance with its governing documents. The term of a member shall be three (3) years, except that the terms of the members of the initial Board shall be one, two, and three years. Thereafter, all the members shall serve for a term of three (3) years. The Board shall be elected by a majority vote of the members of the Association. All Board members shall be an owner or an officer, partner, shareholder or member of an owner.

Until 14 of the Lots have been sold and title transferred to new Owners, the Declarant reserves the right to appoint and remove all members of the Board and to exercise the powers and responsibilities otherwise assigned by this Declaration to the Association. By express written declaration, Declarant shall have the option, at any time to turn over to the Association the total responsibility for electing and removing members of the Board.

4. **Authority and Duties.** The duties and obligations of the Board and rules governing the conduct of the Association shall be set forth in the governing documents as they may be amended from time to time.
5. **Limited Liability of Board of Directors, etc.** Members of the Board and their officers, authorized sub-members, assistant officers, agents and employees acting in good faith on behalf of the Association:
 - a. Shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith;
 - b. Shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the association in their capacity as such;
 - c. Shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith;
 - d. Shall have no personal liability arising out of the use, misuse or condition of the Property, which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

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**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSEMENTS**

1. **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot (with the exception of unsold Lots owned by Declarant) by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to have consented to be subject to these covenants and agrees to pay the Association:
 - a. Annual assessment or charges; and
 - b. Special assessments for capital improvements, such as assessments to be established and collected as hereinafter provided.

A general continuing lien is hereby imposed on each Lot in the Subdivision for the payment of annual and special assessments imposed on Lots according to this Declaration. In connection with that general lien, all of the annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon all those Lots on which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the entity or person who was the Owner of such Property at the time when the assessment fell due.
2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and for the improvement and maintenance of the Common Areas, to include road, trail, water and open space maintenance, Association employees' wages, mailing costs and other related expenses incurred on behalf of the Association.
3. **Annual Budget.** The Board shall prepare an annual budget estimate for Common Services and administration of the Association and fix the amount of the annual assessment based on its estimate. Such annual budget shall be prepared and approved by the Board at least thirty (30) days in advance of each annual assessment period.
4. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement or a capital improvement including the Common Areas and shared access road, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a least seventy-five per cent (75%) of the members who are voting in person or by proxy at a meeting duly called for this purpose.
5. **Notice and Quorum for Any Action Authorized under Sections 3 and 4.** Written notices of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this article shall be to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitles to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum.

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If the required quorum is not present another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. **Uniform Rates of Assessment.** Both the annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly or other periodic basis as determined by the Board. Lots owned by the Declarant shall not be assessed or required to pay assessments of any kind.
7. **Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all Lots subject to assessment on the first day of the month following the conveyance of the Ten Lot or no later than December 2004. The first annual assessment for lots purchased thereafter shall be adjusted according to the number of months remaining in the calendar year. The board shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Board shall establish the due dates. The Association shall, upon demand and for a reasonable charge, furnish a certificated signed by an officer of the Association setting forth whether the assessment on a specified Lot have been paid.
8. **Effect of Non-Payment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property in the same manner as real estate mortgages with power of sale are foreclosed in Wyoming pursuant to W.S. 34-4-101 et seq., and any successor or replacement statute thereto. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Areas, or abandonment of his Lot.
9. **Priority of the Assessment Lien.** Sale or transfer of any Lot or the recording of any mortgage or other lien against any Lot shall not affect the priority of the assessment lien.

ARTICLE V- ARCHITECTURAL STANDARDS

1. **Architectural/site Committee: Organization.** There shall be an Architectural/site Committee consisting of the Board as soon as the Board has been organized and is operating.
2. **Initial Architectural/site Committee.** The initial Architectural/site Committee shall be Prescott Muir and Michael Kibbie. Once the Board of Directors is organized, they may be removed and replaced with their appointees.
3. **Architectural/site Committee Duties.** No Lot Owner shall construct any Structure on a Lot without the prior approval of all plans for such construction by the Architectural/site Committee. It shall be the duty of the Architectural/site

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Committee to consider and act upon such proposals for the plans submitted to it from time to time, to adopt Architectural/site Committee rules pursuant to Section 5 of this Article, and to perform such other duties from time to time delegated to it by the Association.

4. **Architectural/Site Committee: Meetings; Actions; Expenses.** The Architectural/site Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of its members shall constitute an act by the Architectural/site Committee unless the unanimous decision of its members is otherwise required by this Declaration. The Architectural/site Committee shall keep and maintain a record of all action from time to time taken by the Architectural/site Committee at such meetings or otherwise for at least five years. Unless authorized by the Association, the members of the Architectural/site Committee shall not receive any compensation for services rendered.
5. **Architectural/site Committee Rules.** The Architectural/site Committee may, from time to time, and in its sole discretion, adopt, amend, and repeal by unanimous vote, rules and regulations, to be known as "Architectural/site Committee Rules". A copy of the Architectural/site Committee rules, as they may from time to time be adopted, amended or repealed, and certified by any member of the Architectural/site Committee, shall have the same force and effect as if they were part of the Declaration. The architectural/site Committee may record the same if deemed necessary.
6. **Non-Waiver.** The approval by the Architectural/site Committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the Architectural/site Committee under the Covenants, shall not be deemed to constitute a waiver or any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval.
7. **Liability.** Neither the Architectural/site Committee nor any member thereof shall be liable to the Association or to any Owner or project committee for any damage, loss or prejudice suffered or claimed on account of (a) the approval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development, or manner of development, of any property within the Property, or (d) the execution and filing of a certificate pursuant to Section 7 above, of this Article, whether or not the facts therein are correct; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith. Without in any way limiting the generality of the foregoing, the Architectural/site Committee, or any member thereof, may, but is not required to, consult with or hear the Association or any Owner with respect to any plans, drawings specifications, or any other proposal submitted to the Architectural/site Committee.

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ARTICLE VI – DESIGN STANDARDS

1. **General Standards.** The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior refinishing of any and all structures and improvements and site preparation upon each Lot. All buildings shall be located so as to reasonably preserve a significant portion of existing trees and vegetation. New plantings shall be indigenous to the natural landscape and not otherwise detract from the same. Scars due to construction activities shall be re-landscaped within one year of occupancy of the house.
2. **Uniform Codes.** All structures or improvements shall be erected in accordance with the current edition of the following uniform codes and as adopted by State of Wyoming, governing at the time of drawing review:
 - d. International Building Code for residential;
 - e. International Conference of Building Officials;
 - f. International Plumbing & Mechanical Code;
 - g. International Electrical Code; and
 - h. International Fire Protective Association
3. **Design Character.** All buildings shall be constructed in character with each other specifically by using complementary exterior roofing, building material and coloring on each building on the properties. All buildings will be painted or faced in colors that blend into the natural environment and landscape of the area.
 - a. Exterior materials will be of rough sawed natural wood; peeled log, stone, or similar rough textured natural material. No aluminum siding, metal siding, vinyl siding, or cinder blocks shall be used as exterior material without written approval. Copper siding, certain steel sidings, dyed concrete etc. shall be approved by architectural committee based on the blending of material to forest environment.
 - b. Roof materials shall be cedar shake or shingle, slate, or ribbed metal or metal shingle roofing with a non-reflective flat color finished. Roof (s) cannot be red in color. Engineered non-reflective flat roofs are acceptable.
 - c. All buildings must comply with either the current editions codes (item 2. International Codes above), or if applicable, State of Wyoming, and /or Lincoln County Building and Safety Codes.
 - d. Exterior colors shall be earth tones or such other colors as are approved by the Architectural/site Committee.
4. **Building Design.** The design of all buildings is subject to the following:
 - a. Structure or improvements shall be constructed on the properties shall be limited to one (1) single family dwelling to be occupied by the owner, his lessee, guests and servants, garage(s), a guest house(s) for the use of guests and not for rent, storage building(s) to be used to house vehicles, equipment or supplies, and barn(s) to be used to house horses/lamas. All improvements shall be of new, permanent construction using good quality workmanship and materials.
 - b. The minimum ground floor area of any single living unit exclusive of open porches and garages, shall not be less than 1800 square feet for one story units and not less than 1500 for units of multiple stories as measured by

- the exterior building dimensions. All residences must also include an attached or detached garage large enough for at least 2 automobiles but not more than three automobiles. Variances to square footage requirements can be approved by the Architectural/site Committee to accommodate Lot sizes.
- c. No structure shall be erected, altered, placed or permitted to remain on the Lot, which exceeds a height of two (2) stories or twenty eight feet (28') whichever is lesser. Height shall be measured from the grade to the mid point of roof slope. Grade shall mean from the high-side of ground Lot slope. This shall not include a walkout basement or underground garage unless they are above natural grade. For a flat roof, a maximum of 26' to the eave of roof, measure from the high side of existing ground grade.
 - d. Glass reflection shall be 18% or less as defined and measured by ASTM-E30890 or its successor.
 - e. Roofs shall have a minimum pitch of five feet in twelve feet except engineered flat roofs. All primary roofs shall have a minimum overhang of two feet. Solar collectors shall not be considered roofs.
 - f. Outdoor lighting shall be so arranged to reflect light away from adjacent lots and away from the vision of passing motorists. Outdoor lighting shall be shielded to face down. No outdoor Lot lighting shall be mounted higher than 15 feet above grade.
 - g. Solar collectors may be of any construction material, materials or pitch required for efficient operation, but they shall not be placed on any structure in a manner which causes objectionable glare to any neighboring resident. Solar collectors shall be integrated into the structure of a residence, garage, carport, or other accessory building and shall not be free standing.
 - h. Setbacks shall not be less than thirty (30) feet from any side or rear boundary line and twenty (20) feet front setback without prior Architectural/site Committee approval. Consideration will be given for final placement of home if necessary.
5. **Site Design.** Site design shall comply with the following requirements:
- a. Fencing shall comply with the following requirements: All fences are designated as animal friendly. Only fences consisting of wood posts with top rail spanning 3 posts and 2 high tensile wires (or wood split rails/poles) below will be allowed on the Property; no barbed wire or two strand wire fences will be permitted except those already established by adjacent landowners not in the Subdivision. Clearances requirements are a minimum clearance of 16-inches from the ground to bottom wire with a maximum 40-inch to the top wire or rail. A minimum of 12-inches between the top and second wire is required.
 - b. All fuel tanks, water tanks, or similar storage facilities shall either be constructed as an integral part of a Structure, or shall be installed or constructed underground.
 - c. Sanitary Facilities. Each sewage system is the responsibility of the individual property owner and shall be installed at the expense of the

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- individual property owner and shall be constructed in conformity with the laws of the State of Wyoming and Lincoln County, and no privy, outside latrine, or other like facility shall be permitted except during construction of a principal residence in which case it is required by this Declaration to have such a facility. Every Owner shall refrain from causing any water or pollution emanating from his Lot. Systems will be built within the envelope designated on the final plat.
- d. The developer shall install domestic water supply to the property line by a development agreement with Trail Ridge Subdivision. Lot owner shall be responsible to connect to system. All arrangements and facilities providing domestic water shall conform to all laws and standards set by the State of Wyoming, its departments and political subdivisions.
 - e. Unauthorized grading or other subsurface disturbances are prohibited. Prior to any grading and clearing of the site the site shall be staked indicating location of structures, trees to be removed shall be flagged and the location of cut and fill areas. The architectural committee shall approve all final site related work prior to start of construction. Trees adjacent to construction to be saved shall be fenced/clearly marked to indicate preservation. All cut and fills in excess to 36" shall be supported by engineered retaining walls as controlled by the International Building Code. Stacked stonewalls supporting slopes in excess of 30% slope shall be considered as retaining walls subject to the above design. No retaining walls shall exceed 96" in height above original grades. A dimension equal to the height of the walls shall separate retaining walls. All retaining wall terraces shall be landscaped to reduce the risk of erosion.
 - f. Private driveways shall be designed to minimize impact on the natural landscape. The architecture committee shall review plans and designs for private roadways. Common driveways shared between parcels are encouraged where they reduce unnecessary clearing. Driveways longer than 30 feet shall not exceed 12ft. in width. Drive approaches shall not be located closer than 10 feet to any adjoining property line unless serving two or more lots. Drive approaches shall not exceed 16% maximum slope. Cross slopes shall not exceed 4%. A 5 ft. clearance shall be maintained between driveways and major old growth trees wherever possible. Each property owner shall contact the Alpine Fire Department for a review and approval of roads for accessibility of fire equipment.
- 6. Construction.** The exterior of any building must be completed within twelve (12) months after the commencement of construction except where such completion would be impossible, due to size of project, or doing so would result in undue hardship to the Owner because of strikes, emergencies, or natural calamities; provided however that the Owner is nonetheless obligated to either diligently pursue completion or remove the building.
- 7. Architectural Review Committee.** Shall have the discretionary right to change or eliminate the restrictions outlined herein for the purpose of enhancing a view, preventing the removal of trees, avoiding excessive cut and fill, or otherwise substantially enhancing the location of improvements on a Lot.

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ARTICLE V11
LAND CLASSIFICATIONS, USES AND RESTRICTIVE COVENANTS

1. **Land Classifications.** All land within the Property has been classified into the following areas:
 - a. Residential; and
 - b. Common Areas
2. **General Restrictions.** The following general restrictions shall apply to all land, regardless of classification:
 - a. No building, Structure, sign fence, refinishing or improvements of any kind shall be erected, placed, or permitted to remain on any Structure, Lot or tract, and no excavation or other work which in any way alters any Lot from its natural or improved state existing on the date the Lot was first conveyed in fee by Declarant to an Owner shall be erected, placed, done, or permitted to remain on any Structure, Lot or tract until the plans, specifications have been approved in writing and a building permit has been issued by the Architectural/site Committee. Plans for buildings for the refinishing or improvement of the same shall include scaled floor plans, exterior elevations, indicating height, a list of exterior materials and a site plan including showing existing contours and proposed new grades, including tree removal plans.
 - b. Two copies of any proposed plans and related data shall be furnished to the Architectural/site Committee, one of which may be retained by the Architectural/site Committee for its records. Any approval given by the Architectural/site Committee shall not constitute a warranty, express or implied, of compliance with any applicable building or safety codes for any other purposes other than the authority for the person submitting the plan to commence construction.
3. **Residential Area Use Restrictions.**
 - a. Each residential Lot shall be used exclusively for residential purposes, and no More than one family (including its servants and transient guests) shall occupy such residence; provided however, that nothing in this subparagraph (a) shall be deemed to prevent:
 - (1) Construction of guest houses in accordance with this Declaration;
 - (2) Any home-based business that may be approved by the Architectural/site Committee, provided, that no commercial business shall be allowed;
 - (3) The Association may adopt the leasing of any lot from time to time by the Owner thereof, subject, however, to all of the restrictions as from time to time.
 - b. Each Lot, and any and all Structures and improvements from time to time located thereon shall be maintained by the Owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at such Owner's sole costs and expense.
 - c. There shall be no exterior fires whatsoever except barbecue fires contained within barbecue receptacles, properly constructed permanent outdoor fireplaces or fire pits, and such fires for vegetation and/or rubbish control as

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may from time to time be permitted by the Lincoln County fire regulations or during winter months. Also, Association approval is required before a burn is allowed.

- d. No pigs, swine, goats, sheep, cattle, turkeys, chickens, rabbits or any other domestic animals or fowl shall be maintained on any Lot other than not more than 2 horses/lamas, including foals, and all Owners of horses must maintain sufficient grass to pasture or graze their horses and have no dirt pastures, and no more than two adult dogs or cats or other generally recognized house or yard pets; provided however, that all animals shall at all times be restrained or leashed and maintained on Owner's lot so as not to be or become a nuisance or be allowed to run at large. Barking dogs constituting a nuisance shall be confined in a sound resistant enclosure during normal sleeping hours. Lot owners are shall not expose allowable animal feed to wildlife as to encourage them to use such feeders as a food source.
- e. No commercial signs whatsoever shall be erected or maintained upon any lot. A wooden residential identification sign of combined total face area of three (3) square feet or less may be erected. A sign advertising the premises for sale may be erected as needed for such purposes, provided such sign does not exceed a combined total face area of six (6) square feet.
- f. No noxious, offensive, or noisy activity (disturbance to the peace and tranquility) shall be carried on upon any Lot, nor shall anything be done or placed there which may become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their Lots. In determining whether there has been a violation of this subparagraph recognition must be given to the premise that Owners, by virtue of their interest and ownership in the Subdivision, are entitled to the reasonable enjoyment of its natural benefits and surroundings. Requiring low speed or "idled" to hold to a minimum the loud noises generated by dirt bikes, ATVs, snow machines and other motorized units.
- g. With the exception of temporary facilities, office trailer and travel trailer allow during the construction phase only, no manufactured or modular house, house trailers, mobile home, shack or similar facility or structure shall be kept, placed or maintained upon any Lot at any time. The phrase "manufactured or modular house" means a house or other structure constructed at a location other than on the Lot where it is to be located and then is moved in one or more unit pieces to the Lot. The terms "house trailer", "mobile home", or camper as used herein includes but is not limited to any building or structure with wheels and/or axles and any vehicle used at any time, or constructed so as to permit its being used for the transport thereof upon the public streets or highways and constructed so as to permit occupancy thereof as a dwelling or sleeping place for one or more persons, and shall also mean any such building, structure or vehicle, whether or not wheels and/or axles have been removed, after such building, structures, have been placed either temporarily or permanently upon a foundation. However, owners may keep a motor home, camp trailer or similar recreational vehicle on a Lot so long as the vehicle is currently registered and not used for residential purposes on the Lot.

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- h. Each Lot Owner shall be responsible to pay assessments for the snow removal and other maintenance costs for the subdivision roads as long as they are private roads in conjunction with all other Lot Owners. Bushes, shrubs, weeds and all other vegetation shall be cleared and large trees pruned within the road right-of-ways to improve visibility, with related costs being common costs. Such annual assessments shall not exceed \$1,000 per Lot unless approved in the same manner as required for special assessments for capital improvements.
- i. No inoperative vehicle or motorized unit shall be kept on the premises for more than thirty (30) days unless parked in an enclosed building.
- j. All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring property and accessible by wild animals. Each owner, in accordance with the billing of the collector, shall pay the cost of commercial trash collection. No rubbish or debris of any kind shall be placed or permitted to accumulate on any Lot. No metal including without limitation scrap metal or metal drums shall be kept stored, or allowed to accumulate on any Lot.
- k. No discharge of any firearms in the Subdivision will be allowed. No hunting of wildlife of any sort will be allowed within the confines of the Subdivision.
- l. Owners shall not obstruct the Common Areas. No vehicles of any kind may be parked or left standing in the Common Areas. The Common Areas may not be used for random or recreational purposes with ATVs or snowmobiles.
- m. Noxious weed control on each Lot is the responsibility of owner. Herbicides or pesticides use must meet or exceed Lincoln County requirements. If Lot owner fails to control weeds, the Architectural Committee shall have work performed by others and bill Lot owner for it.

ARTICLE VIII-GENERAL PROVISIONS

1. **Lot Splitting; Consolidation.** Two or more contiguous Lots within the Property may be combined. Such consolidated lots may thereafter be treated as one Lot and building site, and as such may be subjected to this Declaration the same as a single Lot except for the purpose of levying and collecting assessments. No lot may be divided or subdivided.
2. **Assignment of Powers.** Any and all of the rights and powers vested in the Declarant pursuant to this Declaration may at any time be delegated, transferred, assigned, conveyed or released by Declarant to the Association, and the Association shall accept the same, effective upon the recording by the Declarant of a notice of such delegation, transfer, assignment, conveyance or release.
3. **Condemnation of Common Area.** If at any time, or from time to time, all or any portion of Common Areas, or any interest therein, shall be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the Association and deposited into either the operating fund or the development fund as the Association may, in its sole discretion, determine. No

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Owner shall be entitled to any portion of such award and no Owner shall be entitled to participate as a party, or otherwise, in any proceeding relating to such condemnation, such right or participation being herein reserved exclusively to the Association which shall, in its name alone, represent the interests of all Owners; provided, however, that the portion of any award relating to improvements which constitutes a private recreation facility shall be divided equally among the Owners who, at the time of such taking, are permitted users of such facility.

4. **Notices; Documents; Delivery.** Any notice or other document permitted or required by this Declaration shall be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed as follows: if to the Association or to the Architectural/site Committee, at such address as the Association may determine and notify all Owners and Declarant in writing upon its organization; if to any owner, then at any Lot within the Subdivision owned by the Owner; if to the Declarant, at 1111 So. 3200 West, Salt Lake City, Utah 84104; provided however, that any such address may be changed from time to time by an Owner, by the Architectural/site Committee, or by the Declarant by notice in writing delivered to the Association, if organized, or if not to all Lot Owners, and to Declarant.
5. **General Maintenance.** The maintenance, alteration, replacement and/or repair of the Common Areas shall be the responsibility of the Board. The Board, as part of its responsibilities, shall maintain, repair and provide for snow removal and maintenance activities on all roadways and water system. The maintenance, repair and replacement of all improvements on each lot shall be the responsibility of the Owner of such Lot.
6. **Log & Tree Clearing:** Tree (s) greater than ten-inch diameter shall not be removed except as required for fire suppression, home building sites and view enhancement. No clear cutting or harvesting of timber shall be allowed.

ARTICLE 1X ENFORCEMENT, DURATION AND AMENDMENT

1. **Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. If such a proceeding is successfully brought, the party against whom the action was brought shall pay to the enforcing party all costs thereof including without limitation a reasonable attorney in addition to any other relief that may be granted. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. **Duration of Restrictions.** All of the covenants, conditions and restrictions set forth in this Declaration shall continue to remain in full force and effect at all times against the Property and the Owners thereof, subject to the right of amendment or modification provided for in this Article, for a term of twenty (20)

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years, after which time they shall automatically be extended for successive periods of twenty (20) years.

3. **Amendment.** This declaration may be amended during the first twenty (20) year period by an instrument in writing signed by not less than eighty percent (80%) of the Lot Owners, and thereafter by an instrument in writing signed by not less than seventy percent (70%) of the Lot owners, which amendment becomes effective when the instrument is recorded in the Office of the County Clerk of Lincoln County, Wyoming. The Declarant shall have the right in their sole discretion, during such time as Declarant owns not less than ten (10) lots, to amend or modify this Declaration by an instrument in writing, and all Lots within the Subdivision including those previously sold shall be subject to such modification. Any such amendments shall be duly executed by the Declarant and are effective when recorded in the Office of the County Clerk of Lincoln County Wyoming.
4. **Annexation.** Additional residential property or common area may be annexed to the Property by Declarant at any time, provided only that all of such additional Property and Owners shall be subject to this Declaration.
5. **Violation Constitutes Nuisance.** Every act or omission, whereby any restriction, condition or covenant in this Declaration set forth, if violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by Declarant or its successors in interest, the Association and/or by any Lot Owner; and such remedies shall be deemed cumulative and not exclusive.
6. **Construction and Validity of Restrictions.** All of said covenants, conditions and restrictions contained in this Declaration shall be constructed together, but if it shall at any time be held that anyone of the said conditions, covenants of reservations, or any part thereof shall be thereby affected or impaired; and the Declarant, grantor and grantee, their heirs, successors and assigns, shall be bound by each Article, Section, Subsection, Paragraph, sentence, clause and phrase of this Declaration irrespective of the fact that any Article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.
7. **No Waiver.** The failure of the Declarant, the Board or its agents and the Owners to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of payment of any assessment from an Owner, with the knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.
8. **Variations.** The Architectural/site Committee, in its sole discretion, may allow reasonable variations and adjustments of the foregoing covenants, conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the covenants contained herein. Any variations or adjustments of these conditions, covenants and restrictions granted by the said

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Committee, or any acquiescence or failure to enforce any violations of the conditions and restrictions herein, shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.

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

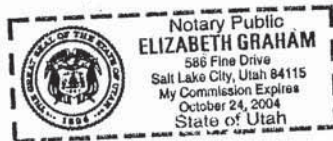
Merrill L. Weight
President
Shadow Dancer Estates, a Wyoming Co.

State of UTAH

County of SALT LAKE

Merrill L. Weight, as President of Shadow Dancer Estates, acknowledged the foregoing instrument before me this 9th day of AUGUST, 2004.

Witness my hand and official seal.



Elizabeth Graham
NOTARY PUBLIC

My commission expires: 10/24/04

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Exhibit A to
Easement

Legal Description of SDE Property / SDE Subdivision

That part of the SE¼ of Section 10 and that part of the NE¼ of Section 15, T36N R119W Lincoln County, Wyoming, it being the intent to more correctly describe those tracts of record in the Office of the Clerk of Lincoln County in Book 386 of Photostatic Records on page 711 and in Book 398 of Photostatic Records on page 181, as follows:

BEGINNING at the northeast corner of GLO Lot 5 (NE¼SE¼) of said Section 10;

thence S00°-04'-32"E, 86.23 feet, along the east line of said GLO Lot 5 to the northwest corner of the SW¼ of Section 11, T36N R119W;

thence S00°-18'-23"E, 2548.92 feet, along the west line of said SW¼, to the southeast corner of said Section 10;

thence S00°-15'-26"E, 120.41 feet, along the east line of GLO Lot 2 (NE¼NE¼) of said Section 15, to the northwest corner of Section 14, T36N R119W;

thence N89°-59'-39"W, 1282.73 feet, to a point;

thence N00°-36'-01"E, 120.57 feet, to the southeast corner of GLO Lot 7 of said Section 10;

thence N00°-24'-21"W, 2642.93 feet, to a point;

thence S89°-38'-31"E, 1285.91 feet, to the **CORNER OF BEGINNING**;

ENCOMPASSING an area of 81.29 acres, more or less;

the **BASE BEARING** for this survey is the west line of the SW¼ of Section 10, T36N R119W, being N00°-04'-42"E.