

construction or improvement thereon. No house trailer, mobile home, recreational vehicles, motor homes, camper-trailer, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot except a boat, snowmobile or recreational vehicle may be stored on the side yard portion of any lot, if it is behind the fence, put on a concrete pad, does not extend beyond the rear or the front of the home, and is not more than twelve feet in height off the ground.

4. Retaining Walls.

4.1 **General Rules to Apply.** Each retaining wall which is built upon a Lot and is placed on the dividing line between lots shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of these covenants, the general rules of law regarding party walls and liability for damage thereto due to negligence or willful acts of omissions shall apply thereto.

4.2 **Easement for Repair and Maintenance.** As regards the Retaining Wall along the property line between lots, each Owner shall have a reasonable right of access to, through and over the other's adjoining property to the extent necessary for maintenance, repair and replacement of the retaining wall; provided, however, such action shall not unreasonably interfere with an owner's use of his property.

4.3 **Sharing of Repair and Maintenance Costs.** The cost, reasonable repairs and maintenance of the Retaining Wall shall be the joint and equal expense of the parties who share fee ownership of and hold cross-easements to the Retaining Wall.

4.4 **Willful and/or Negligent Damage or Destruction.** If the Retaining Wall or any portion thereof is damaged or destroyed by any willful or negligent act or omission or by any default hereunder of one party, such party, at its sole expense, shall rebuild said Retaining Wall and shall compensate the other party for any damage suffered by the non-faulting party. Each party shall be fully responsible for all acts, omissions or defaults of the occupants of their particular lot which may cause injury to the Retaining Wall.

4.5 **Destruction.** If any Retaining Wall is destroyed or damaged by third parties or other casualty, either Owner may restore it, and the other Owner shall share equally in the cost of restoration thereof without prejudice, however, to the right of an Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

4.6 **Right to Modify Retaining Wall.** After the original Retaining Wall construction, no party shall modify the Retaining Wall unless agreed upon in writing by both parties.

4.7 **Mechanic's Lien.** If either party neglects or refuses to pay their rightful share of maintenance, rebuilding or repair of a Retaining Wall in accordance with the terms of this Declaration within a reasonable time, then the other party may have the Retaining Wall repaired or rebuilt at its own discretion and shall be entitled to a mechanic's lien on the lot of the non-paying party. In addition, such party which wrongfully fails to pay its share of expenses for maintenance, repair or rebuilding of the Retaining Wall shall pay all costs and expenses, including reasonable attorney's fees, of the party that is rightfully enforcing the provision of this Agreement. The right to a mechanic's lien shall comply with the terms of this Declaration and shall be in addition to any other rights that such party may have pursuant to law or equity.

5. No homeowner shall park or permit to be parked, equipment, trailers, or vehicles of a size larger than the now standard American manufactured motor car, SUV, or pickup truck, and no vehicle the primary use or design or which is the transportation of passengers for hire and no vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers, house trailers, buses, boats and

boat trailers, snowmobiles or snowmobile trailers, tractors and trailers, shall be parked on the streets in the subdivision or on any of the front portions, driveways, or other ways of access to any such lot or lots for a continuous period of more than twenty-four (24) consecutive hours. However, tractors or tractor-trailer assembly units may be parked on the street in front of the lot where structures are being built, but only when such vehicles are being used in connection with construction of structures on the subject property any only so long as such construction is being carried out in a reasonably expedient manner. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative.

6. No obnoxious or offensive activity, commercial or otherwise, shall be conducted on the lots, nor shall anything be done which may be or become an annoyance or nuisance to those owning property affected by these covenants. No vehicle shall be repaired, serviced, rebuilt, dismantled or painted anywhere except within the garage portion of a living unit.

7. No roof or pole mounted antennas or satellite dishes are allowed, provided, however, that the location of satellite dishes that are less than four feet in diameter will be allowed so long as they are attached to the side or rear of the house, on an accessory structure or on a pole located in side or back yards not more than six (6) feet in height. If placed on a pole, it shall be located within a fenced area of yard.

8. Yard fences to be side and rear yard only. Fences will be constructed with wood, PVC material or similar standard fencing materials. No front yard fencing and corner lots shall have any fencing within twenty-five (25) feet from the street. All fences are to be constructed along lot lines. Any solid rear yard or side yard fencing shall not exceed the front line of the home. Split-rail fencing will be allowed in front yards as long as it is kept in good order. Chain link fencing is prohibited for yard fencing.

9. The construction of improvements shall be completed prior to occupancy. Homeowners shall be required to landscape their property in an attractive manner and one that controls dust and weeds. The landscaping shall be significantly complete within twelve (12) months of completion of new construction.

10. Each homeowner shall maintain the exterior of his living unit in good condition and shall cause it to be repaired as the effects of damage or deterioration become apparent and shall cause it to be repainted periodically and before the surfacing becomes weather-beaten or worn off.

11. All improvements erected in the subdivision must be new construction only. It is the intent of these covenants to offer a subdivision that is of high standards and therefor all materials used in the home construction shall be of high quality and enhance the subdivision's appearance.

12. Any damage done to the sidewalks, curbs and curb walks, will be the responsibility of the owner to replace immediately. In the event any storage sheds are erected or placed in a rear or side yard, they must architecturally match the home on said lot.

13. Rubbish containers shall be placed out of sight behind fences or in garages of each residence. No ashes, trash, rubbish, garbage or other refuse shall be stored, deposited or allowed to accumulate anywhere outside of any living unit except during refuse collections by the Town of Bar Nunn.

14. The covenants herein contained shall be and remain in full force and effect for a period of twenty-five (25) years from the date and after the date hereof, and shall remain in force and effect thereafter for a successive ten (10) year period unless by agreement of the majority of the then owners of

lots, the terms and provisions hereof are changed, modified or abrogated in whole or in part at the end of the first twenty-five (25) year period or at the end of any succeeding ten (10) year period.

15. The covenants herein contained shall be binding upon the undersigned and upon all their successors and assigns, as to any and all of the lots contained herein, and imposed upon as an obligation and charged against all the land and lots therein situate, for the benefit of the undersigned owners, their successors and assigns, and as a general plan for the benefit of those persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part thereof.

16. Every person bound by these covenants is deemed to recognize and agree that it is not the intent of these covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing vitality and that lenience or neglect in their enforcement shall not in any way invalidate these covenants or any part of them, nor operate as an impediment to their subsequent enforcement. No such person shall defend against enforcement on the grounds of waiver or estoppel.

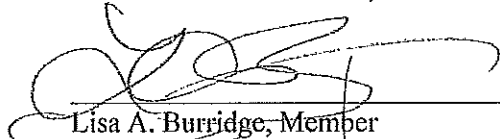
17. The Architectural Committee shall have the right to prosecute an action enforcing the provisions of any of those covenants by injunctive relief, on behalf of itself and all or part of the lot owners. In addition, each owner of a lot shall have the right to prosecute an action for injunctive relief and for damages by reason of any violation of these covenants. The prevailing party shall be entitled, at the discretion of the court, to an award of its costs, including attorney's fees, incurred in connection with such litigation.

18. Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.


19. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of sixty-six and two-thirds percent (66 2/3%) of the lots included within the boundaries of the property affected by these covenants, as the same may then be shown by the plat on file in the office of the Natrona County Clerk of Natrona County, Wyoming. However, amendments to these covenants will not be allowed without B&H Development, LLC's written consent until B&H Development, LLC is no longer owner of any lots affected by these covenants. Any such amendment shall be ineffective until it shall have been placed of record in the office of the Natrona County Clerk.

IN WITNESS WHEREOF, the undersigned have executed this instrument at Casper, Natrona County, Wyoming, the 28th day of July, 2010.


B & H DEVELOPMENT, LLC



Lisa A. Burridge, Member



Randall S. Hall, Member



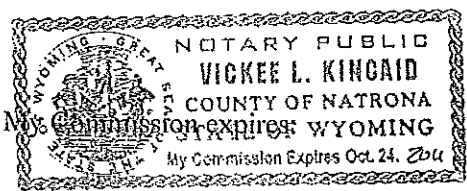
Michele Trost-Hall

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The above and foregoing instrument was acknowledged before me by Randall S. Hall and Michele Trost-Hall, Members of B&H Development, LLC, this 28th day of July, 2010.

Witness my hand and official seal.

[SEAL]



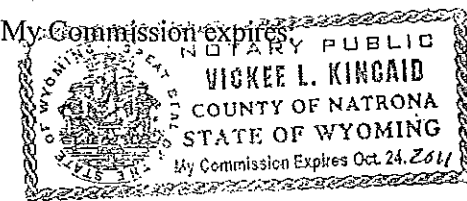
Vickie L. Kincaid
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The above and foregoing instrument was acknowledged before me by Lisa A. Burrige, a Member of B&H Development, LLC, this 28th day of July, 2010.

Witness my hand and official seal.

[SEAL]



Vickie L. Kincaid
Notary Public