

**AMENDED AND REVISED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
DEVILS TOWER GOLF COMMUNITY - PHASE I AND PHASE II**

This Declaration is made this 21st day of May, 2007 by Devils Tower Golf and Country Club, Inc., a Wyoming corporation, and the property owners joining and signing below, hereinafter collectively referred to as "Declarant" or Developer."

RECITALS

A. Declarant is the Owner of that certain real property described on Exhibit "A" attached hereto which property represents Phase I and Phase II of a community development known as "Devils Tower Golf Community - Phase I" (formerly known as Tower View Estates Subdivision Phase I) and "Devils Tower Golf Community - Phase II" (formerly known as Black Hills Golf Community Phase II) (hereafter collectively referred to as "Subdivision"). Declarant also owns adjacent and contiguous real property upon which subsequent residential development phases may take place. All of these residential developments surround or are adjacent to the Devils Tower Golf Course which is also owned by the Declarant. Declarant wishes to integrate the residential community with the golf course and the other surrounding geographical and natural features in order to develop a planned residential community of high quality.

B. Declarant has heretofore filed of record in the land records for Crook County, Wyoming certain covenants, conditions and restrictions for Phase I of said Subdivision, said covenants being recorded on the December 6, 1999 in Book 372 of photos at Page 139 and the amendment to said covenants being filed on May 24, 2001 in Book 383 of photos at Page 358 in the land records for Crook County, Wyoming, and certain covenants, conditions and restrictions for Phase II of said Subdivision having been filed in the land records for Crook County, Wyoming on May 24, 2001 in Book 383 of photos at Page 393.

C. Declarant desires to amend and modify all of the above referenced covenants in accordance with the provisions herein in order that this declaration shall be in lieu of and shall replace the previously recorded declaration of covenants, conditions and restrictions as cited above.

D. Declarant desires to establish for its own benefit and for the mutual benefit of all future owners of any portion of the Subdivision certain mutually beneficial covenants, conditions, restrictions, and obligations with respect to proper development, use, and maintenance of the Subdivision.

E. Declarant desires and intends that all future owners, mortgagees, beneficiaries, trustees, and other persons hereafter acquiring any interest of any type in the Subdivision shall at all times enjoy the benefits of and shall hold their interest subject to the rights, easements, privileges, covenants and restrictions hereinafter set forth, all of which are designed to protect the value, desirability, and attractiveness of the Subdivision.

F. Declarant has heretofore formed a non-profit Wyoming corporation called the Devils Tower Golf Community Homeowners Association ("Association"). The purpose of this Association shall be to (1) own, manage and maintain any common areas as may be created by the Subdivision, (2) collect, levy and disburse the assessments or other charges imposed hereunder or as may be determined hereafter by the Association, and (3) act as the agent and representative of the Subdivision homeowners for the limited purpose of enforcing, along with the Declarant and other persons and entities authorized hereunder, the use restrictions, conditions, and covenants as contained herein.

G. These covenants shall provide for the formation of a Design Review Board ("DRB"). The purpose and intent of the DRB will be to insure the compliance with these covenants regarding the design, construction and maintenance of the improvements within the Subdivision.

NOW, THEREFORE, in consideration of the mutual benefits as provided herein, the Declarant does hereby declare that the real property as described on Exhibit "A" is, and shall be, held, conveyed, hypothecated and encumbered, subject to the following limitations, restrictions and covenants, all of which are declared and agreed to be for the purpose of enhancing, maintaining, and protecting the value and attractiveness of the real property. Said limitations, restrictions, and covenants shall run with the land, shall be binding on and inure to the benefit of all parties, and their successors and assigns.

ARTICLE I
DEFINITIONS

1.1 Association. The "Association" shall mean the Devils Tower Golf Community Homeowners Association, a Wyoming nonprofit corporation.

1.2 Board of Directors. The "Board of Directors" shall mean the Board of Directors of the Devils Tower Golf Community Homeowners Association, a Wyoming non-profit corporation.

1.3 Cabin Owners' Common Ground. The "Cabin Owners' Common Ground" shall refer to that plot of land surrounding the Cabin Units which all owners of a Cabin Unit shall have an easement for the use and enjoyment of subject to the use restrictions as contained herein.

1.4 Home Site, Cabin Site or Undesignated Sites. "Cabin Sites" shall include Lots 17 through Lot 24 and Tracts B, C, D, E and F. "Home Sites" shall include Lots 55 through 70 and Lots 72 through 90. Lots 1 through 16, Lots 25 through 52, Lots 53, 54 and 71 are currently undesignated lots which shall be designated by the Design Review Board (DRB) prior to sale with the designation to be clearly stated in the Purchase Agreement and Warranty Deed. Once a designation is made by the DRB on an undesignated site, such designation may be changed only by the DRB with the written approval of all lot owners who own lots located within 300 feet of the lot to be changed. All of the above lots are in the Devils Tower Golf Community- Phase I or Phase II Subdivision, Crook County, Wyoming.

1.5 Cabin Unit. "Cabin Unit" shall mean that portion of a dwelling situated on a Cabin Site designed and intended for use and occupancy as living quarters by one or more families and may be owned in fee simple or in fractional interests and which may be subject to one or more Co-Owner Use Agreements adopted by the Board of Directors specifically for a Cabin Unit and/or Co-Owner Residences.

1.6 Common Area. The "Common Area," sometimes also referred to as "open space," shall mean all the real property, including improvements thereon, owned or hereafter acquired by the Association for use as a common area or declared as such in any recorded plat, or any public access easement provided for in the plat, and intended to be devoted to the common use and enjoyment of the public, including any maintenance associated with said property.

1.7 Co-Owner Residence. A "Co-Owner Residence" shall be defined as a Residence or Cabin Unit in which two (2) or more persons, entities or families may own in fee simple or in fractional interests and which may be subject to Co-Owner Use Agreements as may be adopted by the Board of Directors specifically for Co-Owner Residences and/or Cabin Units.

1.8 Co-Owner Use Agreement. The "Co-Owner Use Agreement" shall refer to one or more agreements that the Board of Directors may adopt for the specific purpose of developing guidelines, use restrictions and other such matters dealing with Cabin Units and Co-Owner Residences.

1.9 Declarant or Developer: The "Declarant" or "Developer" shall mean and refer to Devils Tower Golf & Country Club, Inc., a Wyoming corporation, and any successor to said corporation.

1.10 Design Guideline Manual. The "Design Guideline Manual" contains general provisions applicable to the construction activities on all of the Property as well as specific provisions which may vary among Lots, Tracts, and Cabin Sites or from one portion of the Property to another depending upon the location, unique characteristics, and intended use of any Residences, buildings and improvements. The Declarant has prepared the Design Guideline Manual (April, 2007), a copy of which is attached hereto as Exhibit "B." The provisions of this Design Guideline Manual shall control building upon the property as though its contents were specifically stated herein. The Design Review Board shall have the sole and full authority to amend the Design Guideline Manual.

1.11 Design Review Board ("DRB"). "Design Review Board" shall mean the Declarant as the initial DRB and thereafter those persons appointed and acting pursuant to Article III.

1.12 Development, Property, or Subdivision. The "Development", the "Property" or "Properties" as well as "Subdivision" shall mean and refer to all that certain real property which is described on Exhibit "A".

1.13 Golf Course. The "Golf Course" is a parcel of land within or adjacent to the Property which is privately owned by Devils Tower Golf & Country Club, Inc., a Wyoming corporation, its successors and assigns, and related and supporting facilities and improvements operated in connection with the Golf Course.

1.14 Lot or Tract. A "Lot" or "Tract" shall mean and refer to any of the separate plots of land within the Subdivision as shown on any recorded plats of the Property as it may be amended from time to time and shall include that strip of land immediately in front of a Lot or Tract between the street curb and the outside boundary of all road easements.

1.15 Member: Except as otherwise provided in this declaration, a "Member" shall mean and refer to an Owner who holds a membership in the Association by virtue of his/her/its ownership of a single Lot and such Lot is used for a Single Family Residence. With regard to Cabin Units and Co-Owner Residences, the Owner(s) (whether one or more persons) of the Cabin Unit shall collectively be considered one Member and entitled to one membership interest.

1.16 Mortgage and Mortgagee. A "Mortgage" means a mortgage or deed of trust encumbering a Lot, Cabin Unit, or other portion of the Development. A "Mortgagee" and "Mortgage Holder" shall include the beneficiary under a deed of trust, the Seller under a contract for deed, a bank or savings and loan association or established mortgage company or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency, and that holds a mortgage on any Lot.

1.17 Owner. The "Owner" shall mean and refer to the record Owner(s) collectively, whether one or more persons or entities acting as a collective unit, of a fee simple title to any Lot, Co-Owner Residence, or Cabin Unit, including any person or entity owning a fractional interest in any Lot, Co-Owner Residence, or Cabin Unit. If the Lot, Co-Owner Residence, or Cabin Unit is subject to a contract for deed (with notice recorded), "Owner" shall mean the contract vendee. "Owner" shall not include those having any such interest merely as security for the performance of an obligation.

1.18 Residence or Home. A "Residence" or "Home" shall mean and refer to all improvements constructed on a Lot, Tract, or Cabin Site including, without limitation, exterior decks, swimming pools, patios, hot tubs, dog kennels, fences, car sheds, garages, and any other improvement or construction on any Lot of any kind, type or nature.

1.19 Single Family Residence. A "Single Family Residence" shall be defined as a Residence in which one family unit and one family unit only resides, whether permanently, temporarily, intermittently or full time.

1.20 Twin Home Residence. A "Twin Home" shall be defined as a Residence in which two family units may reside, whether permanently, temporarily, intermittently or full time.

ARTICLE II SPECIFIC GOLF COURSE MATTERS

2.1 View Impairment. By purchasing a Lot or Cabin Unit, Owner acknowledges and accepts the condition that Declarant shall have the right to continue developing the adjoining Golf Course lands as shown on the plat of the Subdivision including the construction of additional greens, holes, play and practice areas, installation of trees, shrubbery, masonry, benches, walkways, pathways, golf structures of any type, and other objects in connection with the Development of a Golf Course which may or may not interfere with or alter the view of Owner from a Lot, Tract or Cabin Site in any direction. The Declarant reserves the right to conduct these activities and any other activities within the Golf Course areas as may be consistent with the continuing development and maintenance of the Golf Course at anytime in the future. Neither the Declarant, the Association, nor the Owner or operator of the Golf Course guarantees or represents that any view over and across the Golf Course from adjacent Lots or Cabin Sites will be preserved without impairment. The Owner of the Golf Course shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Golf Course from time to time. In addition, the Owner of the Golf Course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the tees, bunkers, fairways and greens on the Golf Course from time to time. Any such additions or changes to the Golf Course may diminish or obstruct any view from the Lots or Cabin Units and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

2.2 Access Easements, Golf Easement and Waiver of Damages. Owner does further hereby acknowledge and accept that some of the Lots and Cabin Sites within the Subdivision are immediately adjacent to play and/or practice areas along the Golf Course and may be subject to golf players hitting balls near or upon said Lots including the striking of any Residence, buildings or improvements thereon. Every Lot and Cabin Site is burdened with an easement permitting golf balls hit from the Golf Course to come upon the Lot, Tract or Cabin Site and for golfers at reasonable times and in a reasonable manner to come upon exterior portions of the Lot, Tract or

Cabin Site to retrieve errant golf balls; provided, however, if the Lot, Tract or Cabin Site is fenced or walled, the golfer shall seek the Owner's or occupant's permission before entry. **Every Owner, by acceptance and delivery of a deed to a Lot, Tract or Cabin Site, assumes all risks associated with errant golf balls, and every Owner agrees and covenants not to make any claim or institute any action whatsoever against Declarant, Developer, any Owner, Association or the Golf Course designer or builder arising or resulting from any errant golf balls, for any damages to persons or property that may be caused thereby, for negligent design of the Golf Course or for sitting of a Lot, Tract or Cabin Site.**

2.3 No Trespass on Golf Course. No Owner or Owner's guest or invitee shall have the right to walk on, or in any manner go on, the Golf Course from any Lot, Tract or Cabin Site or to enter upon the Golf Course from any Lot, Tract or Cabin Site by reason of the presence of the Lot, Tract or Cabin Site or the ownership of any Lot, Tract or Cabin Site. Any right to walk on or in any manner to go on the Golf Course or enter upon the Golf Course from any Lot, Tract or Cabin Site shall be by express written consent of the Declarant and not by any implication derived from the mere ownership of a Lot, Tract or Cabin Site along the Golf Course. All access to the Golf Course shall be through and in compliance with procedures established by the Declarant or other Owner of the Golf Course.

2.4 Golf Course Indemnification. All Owners acknowledge they are purchasing a Lot or Lots or Cabin Unit with the knowledge of the inherent risk of owning property adjacent to or in close proximity to a Golf Course and are aware of the dangers, including but not limited to, flying golf balls, golf cart accidents, and other risks commonly associated with property ownership near a Golf Course. Owners therefore, with full knowledge of said potential risks, agree to assume all such risk and to defend, indemnify and to hold Declarant, Developer, and the owner/operator of the Golf Course and the Association, their heirs, successors and assigns, harmless from any loss or damage to persons or property arising or resulting from any such risk.

ARTICLE III DESIGN REVIEW BOARD

3.1 Design Review Board ("DRB"). There shall be created a Design Review Board (DRB). The Declarant shall have the right to serve as the sole Member of the DRB or, at the Declarant's sole option, the Declarant shall be authorized to appoint up to four additional persons, of Declarant's choosing, to serve with the Declarant on the DRB at the Declarant's pleasure. Should vacancies occur, the Declarant shall have the right to choose replacements, who shall also serve at the Declarant's pleasure. The Declarant shall have the right to remain as the sole Member of the DRB or in connection with others as described above until such time as the Declarant voluntarily resigns therefrom. Thereafter, the DRB shall be appointed by the Board of Directors. Except as otherwise provided, the DRB shall be comprised of odd numbers in total (three (3) or five (5) or seven (7) and shall consist of at least three (3) and no more than seven (7) Members as determined by the Board of Directors.

3.2 Required Vote. The affirmative vote of a majority of the DRB shall be required to adopt or promulgate any rule or regulation, or to make any finding, ruling, or order, or to issue any permit, consent or approval in accordance with the provisions hereunder.

3.3 Review. The DRB shall review all residences, structures and improvements of any type for aesthetics, location on Lot, Tract or Cabin Site, and compliance with covenants and be responsible for the administration of the Design Guideline Manual.

3.4 Design Review Fee. The DRB shall have the right to require payment of a design review fee from the applicant, at the time the plans and specifications are submitted to the DRB to defer expenses in the DRB's review of such plans and specifications.

3.5 Purpose and Intent of DRB. The purpose of the DRB is not to be intentionally restrictive, but to uphold the aesthetic and environmental integrity of the Development. The DRB's intent includes, but is not limited to, aiding the Owners in the following areas:

- a. Secure the most desirable structure location on each Lot, Tract or Cabin Site to take advantage of the surrounding views while securing views and privacy from adjacent neighbors.
- b. Provide continuity between residence and supporting out buildings.
- c. Provide down-the-road harmony between and among all residences while allowing for individuality.
- d. Assist in avoiding sub-standard construction which could be aesthetically displeasing, generate costly corrective measures, as well as influence future resale options.

3.6 Guidelines and Procedures. The Declarant shall prepare the initial Design Guideline Manual including application and review procedures (the "Design Guideline Manual") which shall apply to all construction activities within the Property. The Design Guideline Manual may contain general provisions applicable to all of the Property, as well as specific provisions which vary among Lots and Cabin Sites or from one portion of the Property to another depending upon the location, unique characteristics, and intended use.

The DRB shall have sole and full authority to amend the Design Guideline Manual. Any amendments to the Design Guideline Manual shall apply to construction and modifications commenced after the date of such amendment only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

The DRB shall make the Design Guideline Manual, including the last amendment, available to Owners and builders who seek to engage in development or construction within the Property and all such persons shall conduct their activities in accordance with such Design Guideline Manual. In the Declarant's discretion, such Design Guideline Manual may be recorded in the land records of Crook County, Wyoming, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guideline Manual was in effect at any particular time.

3.7 Submission of Plans and Specifications. No Owner shall apply for a building permit and no construction or improvements shall be commenced, erected, placed or maintained on any Lot, Tract or Cabin Site, nor shall any exterior addition, change or alteration be made thereto, until the plans and specification ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, utility facilities layout, screening, and other items required by the DRB shall have been submitted to and

approved in writing by the DRB. The Design Guideline Manual shall set forth the procedure for submission of the Plans.

In reviewing each submission, the DRB may consider visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, harmony of external design with surrounding structures and environment, and location in relation to surrounding structures and plant life. The DRB may require relocation of native plants within the construction site as a condition of approval of any submission.

The DRB shall, within eighty (80) days after receipt of each submission of the Plans, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of: 1) the approval of Plans; or 2) the segments or features of the Plans which are deemed by the DRB to be inconsistent or not in conformity with this Declaration and/or the Design Guideline Manual, the reasons for such finding, and suggestions for the curing of such objections. In the event the DRB fails to advise the submitting party by written notice within the time set forth above of either the approval or disapproval of the Plans, approval shall be deemed to have been given. Notice shall be deemed to have been given either (i) by confirmation of facsimile transmission if the Owner has provided the DRB with a fax number; or (ii) at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery.

If construction does not commence on a project for which Plans have been approved within ninety (90) days of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the Plans to the Declarant for reconsideration.

3.8 No Waiver of Future Approvals. Each Owner acknowledges that the members of the DRB will change from time to time and that interpretation, application, and enforcement of the Design Guideline Manual may vary accordingly. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

3.9 Variance. The DRB, within its sole discretion, may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) stop the DRB from denying a variance in other circumstances. For purposes of this Article III, the inability to obtain approval of any governmental agency, the issuances of any permit, the cost of compliance, or the terms of any financing shall not be considered a hardship warranting a variance.

3.10 Limitation of Liability. Review and approval of any application pursuant to this Article III is made on the basis of aesthetic consideration only and the DRB shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board of Directors, or any committee,

or Member shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on any Lot, Tract or Cabin Site.

3.11 Enforcement. Any structure or improvement placed or made in violation of this Article III shall be deemed to be nonconforming. Upon written request from the Board of Directors or the Declarant, Owners shall, at their own cost and expense, remove such structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Board of Directors or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. In addition to the foregoing, the Board of Directors shall be entitled to seek injunctive relief against any Owner who fails to abide by any term or provision in these covenants, the Design Guideline Manual or any Co-Owner Use Agreement. The Board of Directors shall not be required to post bond for seeking injunctive relief. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the affected Lot or Cabin Unit and collected as a Specific Assessment.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article III and the Design Guideline Manual may be excluded by the Board of Directors from the Property. In such event, neither the Association, its officers, or directors shall be held liable to any person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article III and the decisions of the DRB.

3.12 Compensation. The members of the Design Review Board and its representatives may receive reasonable compensation for their services rendered including reimbursement for expenses incurred by them in the performance of their duties hereunder. The DRB can require that an applicant reimburse the DRB for any fees or expenses the DRB may incur in retaining any consultants, specialists, or other individuals necessary to review and consider the applicant's application for construction. The DRB can require that an applicant reimburse the DRB (or pay in advance) for any fees or expenses the DRB may incur in retaining any consultants, specialists or other individuals deemed necessary by the DRB to review and consider the applicant's application for the construction of any improvements as a condition of such review..

3.13 Inspection and Enforcement. The DRB may at any time inspect any improvement for which approval of plans is required under this declaration; provided, however, that the DRB's right of inspection shall terminate ninety (90) days after the work of improvement shall have been completed and the respective Owners shall have given written notice to the DRB of such completion. If, as a result of such inspection, the DRB finds that such improvement was done without obtaining the approval of the plans therefore or was not done in substantial compliance with the plans approved by the DRB, it shall notify the Owner in writing of the failure to comply with this declaration within thirty (30) days from the inspection, specifying the particulars for noncompliance. If the Owner fails to remedy the noncompliance within thirty (30) days of notification, the DRB or its assign may proceed with enforcement.

ARTICLE IV
USE GUIDELINES AND RESTRICTIONS

4.1 Plan of Development. Declarant has developed the Subdivision as a residential and recreational Development and, in furtherance of its and every other Owner's interests, has established a general plan of development for the Property. The Property is subject to land development, architectural, and design guidelines as set forth in the Design Guideline Manual. The Property is further subject to guidelines and restrictions governing land use, individual conduct, and uses of or actions upon the Property as provided in this Article IV. This Declaration and future resolutions of the Board of Directors may adopt and establish additional affirmative and negative covenants, easements and restrictions for the Property (use guidelines and restrictions and/or Co-Owner Use Agreements). All provisions of this Declaration and any of the Association rules shall also apply to all occupants, tenants, guests, and invitees of any Lot or Cabin Unit. The Declarant, or Board of Directors, may prepare additional use guidelines and restrictions and/or Co-Owner Use Agreements which may contain general provisions applicable to all of the Property, as well as specific provisions which may vary within the Property, depending upon the location, characteristics, and intended use. The Board of Directors, by majority vote, has the authority to adopt, amend, modify or terminate any use guidelines and restrictions and/or Co-Owner Use Agreements.

4.2 Residential and Rental Use. Except for Lot 71 and Tract A of the Devils Tower Golf Community Phase II Subdivision, no Lot, Tract or Cabin Site, nor any portion thereof, shall be used for any purpose other than occupancy and/or rental as a Single Family Residence, Two (Twin Home) Family Residence or Co-Owner Residence. Except as otherwise provided, no part of the Development shall be used, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, mining, drilling, or other such non-residential purpose. Except as otherwise provided, no type of business or commercial activity of any type, including, but not limited to, yard sales, garage sales, swap meets, antiques or curio sales shall be carried on upon any Lot, and no goods or wares, whether new or used, may be displayed for sale on any Lot, Tract or Cabin Site. Notwithstanding the foregoing, the Board of Directors, in its sole discretion, may allow an Owner, and the Owner only, of a Lot, Tract or Cabin Site to conduct commercial activities provided, however, that such commercial activities are pre-approved by the Board of Directors, in writing, and shall employ no one other than the Owner, shall be conducted completely within an enclosed structure approved by the DRB, and shall not include any process or procedure that produces any affluent, smoke, tailings, refuse or any other by-product. No materials, equipment, or products related to the commercial activity shall be stored on any Lot, Tract or Cabin Site. No such commercial activity shall be allowed which produces, necessitates or requires clients, customers, suppliers, purchasers, or any other persons to come upon the Lot, Tract or Cabin Site for purposes of inspecting, reviewing or purchasing any item. No signs of any kind shall be placed upon any Lot, Tract or Cabin Site advertising, disclosing or giving notice of any such business at any time, without written approval of the DRB.

4.3 No Perimeter Access or Easement. No Lot, Tract or Cabin Site or any portion thereof in the Development may be used at any time as a means of access, ingress or egress to any other lands included in the Development except for such easements as designated on the recorded plat for the Development. No Owner shall have the right nor shall permit the use of any Lot, Tract or Cabin Site or any portion thereof to be used as an easement to gain access to lands that are not within the Subdivision or for the placement of utilities or any improvements that would service or be for the benefit of any lands that are not in the Subdivision.

4.4 Open Space and Amenities. In the event the Developer shall create any open space tracts, such open space tracts as well as all open space easements created or arising out of the Development shall be for the benefit of the Property and shall be developed, paid for, and maintained by the Association, as provided in this Declaration.

At such time as the Developer determines, in its sole discretion, any open space located in the Development may be conveyed to the Association and the Association shall accept the same.

Maintenance of the open-space tracts, open-space easements, and/or any amenities located thereon shall be performed by the Association. All costs of maintenance, including, without limitation, the maintenance expenses, insurance, and real property taxes, shall be paid by the Association from the dues and assessments paid by the Owners. Notwithstanding the foregoing, it is the express intent and understanding of the parties that the undeveloped Property, Lots, Tracts and Cabin Sites owned by the Developer within the Subdivision shall not bear the burden of such expense.

4.5 Rental. The Development is designed and intended to accommodate both Owner occupied residential development and rental of homes and cabins. An Owner of a Residence or Cabin Unit, shall consult with the Golf Club at Devils Tower, the Wyoming Non-Profit Corporation which operates the golf course, regarding the club rental program before entering into any agreement for the rent, lease or otherwise delegating the use and occupation of a Residence or Cabin Unit.

4.6 Offensive Activities; Nuisances. No noxious or offensive activity shall be carried on within the Development, nor shall anything be done or placed thereon which may be or become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Property.

4.7 Driveways, Garages, and Parking. Improvements on each Lot and Cabin Site shall provide for off-street parking and all driveways, garages and parking areas shall be approved by the DRB. All driveways, garages and parking areas shall be maintained in a neat and orderly condition. No automobile, motorcycle, truck, tractor, any piece of equipment, camper, trailer, boat or recreational vehicles of any type, owned by an Owner of a Lot or Cabin Unit or otherwise shall be kept or parked on the common road or common area of the Development. The intent of this section is for Owners and their guests to park their vehicles on their own Lots or Cabin Sites maintaining a clean and neat appearance of the common road and common areas.

Except as otherwise provided, no vehicle of any type or equipment of any type, (including motorcycle), shall be parked on any Lot, Tract or Cabin Site (excluding the garage) for purpose of accomplishing repairs thereto or the reconstruction thereof, except for emergency repairs and then only to the extent necessary to enable movement of the vehicle. The Owners shall use diligence in keeping all garage doors closed.

No trailer, boat, camper, motor home or other recreational type vehicles belonging to guests of Owners shall be situated or parked on any Lot, Tract or Cabin Site within the Development for more than ten (10) consecutive days nor more than 20 days within any calendar year, unless such vehicle or equipment is enclosed in a garage.

4.8 Signs. No sign of any kind shall be displayed to the public view on or from any Lot, Tract or Cabin Site without the written approval of the DRB. During the period of Declarant's sales program, the Declarant may use signs which Declarant deems necessary and appropriate to advertise the Development.

4.9 Antennas, External Fixtures, Etc. No television or radio poles, towers, exterior fluorescent lights, antennas, satellite dishes, flag poles, clotheslines, or other external fixtures, other than those originally installed or permitted by Declarant or approved by the DRB shall be constructed, erected or maintained on any Lot, Tract or Cabin Site or on any Residence or Cabin Unit. No wiring, insulation, air conditioning or other machinery or equipment, other than those existing at the time of the initial sale of each Lot or Cabin Unit, and their duplicate replacements, shall be constructed, erected or maintained on or within the exterior of any structure within the Development without the prior written approval of the DRB. All propane tanks shall be buried below ground surface in a manner so as to be shielded from view from all sides. The installation of solar panels shall be subject to the prior written approval of the DRB.

4.10 Livestock, Animals and Pets. There shall be no horses, cattle, sheep, llamas, hogs, goats, or other livestock allowed on any Lot, Tract or Cabin Site. Owners may keep other pets on the Property provided they shall not create a nuisance or disturbance to surrounding Lot or Cabin Unit Owners and said pets shall be kept within the confines of the Owner's Lot, Tract or Cabin Site.

No pet shall be allowed to create noxious odors, unsightly debris, or other offensive activities. No dog, cat, or other pet shall be allowed beyond the boundary of any Lot, Tract or Cabin Site of its Owner except upon a leash or under the direct control of a person capable of controlling it. No dog shall be allowed to bark to the extent that such barking becomes an annoyance to Owners of neighboring Lots or Cabin Sites. Each person bringing or keeping a pet on the Development shall be absolutely and strictly liable to the Developer, Owners, their family members, guests or invitees for any injury to persons or damage to property caused by any pet brought on or kept on the Development by any person. No dog, cat or other animal shall be allowed to run at large and unrestricted within the common area. No dog or cat shall be allowed to chase, harass, or disturb any water fowl or wild animal within the common area. Pets will be subject to expulsion from the Property upon complaints from Owners, and upon a finding by a majority of the Board of Directors (or an individual or committee designated for such purpose by the Board of Directors), that said animal creates a continuing nuisance, i.e., roaming, barking, etc.

4.11 Garbage And Refuse Storage and Disposal. No Lot, Tract or Cabin Site shall be used or maintained as a dumping ground for rubbish, debris or trash of any kind, including organic or inorganic waste. No Lot, Tract or Cabin Site shall be used for a storage area for non-operative motor vehicles, equipment, miscellaneous parts or supplies of any kind, or any other materials. All garbage and trash shall be placed and kept in covered containers. No such containers shall be visible from any neighboring Lot, Tract or Cabin Site except as may be necessary in connection with the collection thereof. No portion of any Lot, Tract or Cabin Site shall be used for the storage of building materials or other materials of any kind except in connection with approved construction.

4.12 New Construction. No building or structure constructed elsewhere shall be moved or placed on any Lot, Tract or Cabin Site. Without limiting the generality of the preceding sentence, it shall be construed to include prefabricated homes, factory built homes,

manufactured housing, modular homes, mobile homes or construction described as "package homes", Tract homes or "look-a-like homes". All residences and buildings erected on any Lot, Tract or Cabin Site shall be of new construction occurring on the given Lot, Tract or Cabin Site.

4.13 Slope and Drainage Control. The existing slope or contour of any Lot, Tract or Cabin Site shall not be unreasonably altered, nor shall any improvement, structure, retaining wall, landscaping or other activity be taken which retards, changes or otherwise interferes with the natural flow of surface drainage or irrigation waters to the actual or threatened injury of any other Lot, Tract or Cabin Site, or which creates erosion or sliding problems unless specifically allowed by the DRB.

4.14 Drainage and Utility Easements. Easements to each individual Lot, Tract or Cabin Site for installation and maintenance of drainage and utility facilities are reserved on the front, rear, and interior lot lines of said Lots or Cabin Sites as shown on the recorded plats. The granting of this easement shall not prevent the use of the area by the Owner for any permitted purpose except for building. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each Lot, Tract or Cabin Site, from the front line to the rear lot line, to any party or parties having an installation in the easement areas. A five (5) foot drainage and utility easement is reserved on all interior lot lines where not otherwise provided, ten (10) foot easement at front and rear lot lines, except as may be varied by the DRB.

4.15 Foundation Construction. Any foundation for any structure must be constructed in accordance with the following:

- a. a geotechnical investigation shall be performed on each Lot, Tract or Cabin Site with borings located within the proposed footprint of the Residence or Cabin Unit. A minimum of two (2) borings shall be sampled to depths as deemed appropriate by the geotechnical engineer, but in no case less than fifteen feet (15') below anticipated final grade or five feet (5') below final footing depth. The geotechnical report shall include a statement of findings, boring logs, minimum and maximum dead load criteria and foundation recommendations with risk assessment.
- b. foundation design must follow the recommendations of the geotechnical report. The foundation design must be completed by a registered structural engineer, when, in the opinion of the DRB and based on the geotechnical report, this design is needed.

4.16 Existing Vegetation. Except to the extent reasonably necessary for the construction, reconstruction or alteration of any improvement, an Owner shall be prohibited from uprooting, cutting, or destroying any living tree or other vegetation which existed on the date of the sale of the Lot or Cabin Unit by Declarant to the Owner or to his predecessor in interest.

4.17 Landscaping. All Lots and Cabin Sites shall be landscaped with a design and materials approved by the DRB. A landscaping plan shall be integrated into the construction plan and landscaping completion shall be done as the exterior of the structure is completed when possible. Completion of landscaping and planting shall occur no later than 12 months from the date the exterior of the home is substantially completed.

4.18 Setback Lines and Lot Layout. The construction of all Residences, Cabin Units and other improvements shall observe the setback requirements and lot layout rules as specifically listed in the Design Guideline Manual. Swimming pools, steps, open porches, and solid fences shall be considered improvements or structures and shall be subject to setback requirements.

4.19 Preservation of Environmental Values. The DRB shall consider all construction pursuant to a design scheme which will preserve the natural ambience, environment and ecology of the Property for the benefit of all Owners. All existing trees, rock outcropping and other such natural features of the terrain shall be taken into consideration in the design of improvements to minimize the impact of such improvements on the natural setting of the Property.

4.20 Exterior Alterations; Temporary Structures. No Owner shall make or permit to be made, at his expense or otherwise, any alterations or modifications to the exterior of any Residence, Cabin Unit or other improvement situated within the Development, without the prior written consent of the DRB. No structures of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding, shall be used on any Lot at any time as a Residence, either temporarily or permanently. All structures of any type shall require the approval of the DRB and shall be constructed in accordance with these declarations.

4.21 Fencing. Any fencing, railing or wall constructed on any Lot shall be first approved by the DRB in accordance with the Design Guideline Manual. Lot fences are not allowed between properties, as it is the intention for the landscape to flow naturally from one lot to another. Fences within a single lot must be approved on a case-by-case basis by the Design Review Board. Such fences should be made of wood and/or stone. No fences shall be constructed of wire, metal, or plastic. No fence is permitted which obstructs proper vision of traffic at road corners or intersections.

4.22 Compliance With Laws. No Owner shall permit anything to be done or kept in or on an Owner's Lot, Cabin Site or Cabin Unit that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal body or agency.

4.23 No Further Subdivision. Except as expressly provided herein, no Lot, Tract or Cabin Site may be split or subdivided for purposes of creating an additional Residence. Lot line adjustments between adjacent Lot Owners shall be permitted with the consent of the DRB provided that such adjustments are made in accordance with all applicable statutory, governmental, and local rules and regulations. Except for the Developer, no Owner shall create, allow or permit to be created on any Lot, Tract or Cabin Site a fractional interest or timeshare interest arrangement or ownership whereby such interest is held with the understanding that an ownership right is restricted to use at specific times, periods or dates.

4.24 No Pollution or Environmental Hazards. No Owner of any Lot, Tract or Cabin Site shall undertake or permit to be undertaken any activity or construct any improvement or install any equipment which shall pollute the soils of any Lot, Tract or Cabin Site or create any pollution or allow the release of any hazardous waste into any water supply, including any well, ditch, reservoir or other water source. No fuel tanks or containers of petroleum products or any hazardous waste substances shall be allowed on any Lot, Tract or Cabin Site except as the same

may be approved by the DRB and in accordance with all applicable laws, rules, and regulations of any applicable governmental authority.

ARTICLE V.
CABIN UNITS - PROPERTY RIGHTS AND USE RESTRICTIONS,
ASSESSMENTS, MAINTENANCE, REPAIRS, REPLACEMENTS, AND TAXES

5.1 Cabin Owners' Easements of Use and Enjoyment. Subject to the other provisions of this article, every Owner of a Cabin Unit, every tenant of every Cabin Unit Owner who resides in a Cabin Unit, and any individual who resides with a Cabin Unit Owner in such unit shall have the right and easement of use, recreation and enjoyment in and to the Cabin Owners' Common Ground areas provided that such easement shall not give any person the right to make any alterations, additions, or improvements to such common ground areas. All Cabin Unit Common Ground areas shall be used for general recreational and enjoyment purposes provided that no vehicles of any type (except authorized golf carts) shall be allowed within such areas and no dogs or other pets shall be allowed to run at large within such areas. Service vehicles and emergency vehicles shall be allowed within such common ground areas for purpose of dealing with emergencies and maintenance only. No noxious or offensive activities shall be carried on within such common ground areas, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to any of the Cabin Unit Owners in the enjoyment of their Cabin Unit and the general common ground.

5.2 Use of Common Areas for Installation of Propane Storage Tank. If necessary, a Cabin Unit Owner shall be allowed to bury below ground a propane storage tank for utility purposes within the applicable Cabin Owners' Common Ground provided that the installation of said tank and the maintenance of said installation shall be subject to the approval and specifications as deemed necessary by the DRB. No tank shall be installed until the DRB has granted its written approval.

5.3 Title to the Cabin Owners' Common Ground Areas. The Declarant will hold record title to the Cabin Owners' Common Ground for an indefinite period of time subject to the easements and restrictions for use and enjoyment as set forth in paragraph 5.1 above. Declarant shall have the right and option (without the joinder or consent of any person or entity, except any consent, joinder or approval required by the Town of Hulett) to encumber, mortgage, design, re-design, reconfigure, alter, improve, landscape and maintain such common ground areas for the benefit of the Cabin Unit Owners. At some point in time (deemed appropriate by the Declarant in the Declarant's sole discretion), the Declarant may convey title to the Cabin Owners' Common Ground to the Association to be used for purposes consistent with these covenants. The Declarant reserves the right to execute any open space declarations applicable to such common ground areas which may be permitted by law in order to reduce property taxes, or which may otherwise benefit the Cabin Unit Owners.

5.4 Restriction on the Cabin Owners' Easements in Cabin Owners' Common Ground: The rights and easements for the use, recreation and enjoyment in the Cabin Owners' Common Ground shall be subject to the following:

- a. The right of the Declarant and/or the Association to prescribe reasonable regulations and policies governing the use of the common ground areas.

- b. Liens and mortgages placed against all or any portion of the common ground areas with respect to monies borrowed by the Declarant and/or the Association to develop, improve, or maintain the common ground area.
- c. The right of the Association and/or Declarant to enter into and execute contracts with any parties for the purposes of providing maintenance or such materials and services to the common ground area consistent with the intent of these covenants.
- d. The right of the Declarant and/or the Association to take such steps as may be necessary to protect the common ground areas against unreasonable use or foreclosure.
- e. The rights of the Declarant and/or the Association to suspend the voting right of any individual to use and enjoy any of the Cabin Owners' Common Ground area for any period during which any assessment (including any violation penalties) against a Lot or Cabin Unit remain unpaid and for any period deemed reasonable by the Association or the Declarant for the infraction of the then existing rules and regulations.
- f. The rights of the Declarant and/or the Association to dedicate and transfer any part of the common ground areas to any public agency, authority, utility company (including cable TV) for such purposes and upon such conditions as may be necessary to provide such utilities to the Cabin Unit Owners and for the general use and enjoyment of the common ground areas.

5.5 Maintenance of Cabin Units. The maintenance, repair, and replacement of a Cabin Unit shall be the responsibility of each Cabin Unit Owner, said maintenance, repair and replacement to be in accordance with any requirements of the DRB and the Design Guideline Manual.

5.6 Assessment for Maintenance, Repairs and Replacements of Cabin Owners' Common Ground. The costs of maintenance, repairs and replacements to be undertaken by the Association including administrative charges associated with the design, re-design, reconfiguration, maintenance and landscaping as to any Cabin Owners' Common Ground shall be considered a common cost to be spread among all of the Cabin Unit Owners within such common ground and the same shall be assessed to said Cabin Unit Owners under the provisions of Article VII herein. Any maintenance, repair or replacement required on said cabin units or within the Cabin Owners' Common Ground area due to the willful action or negligence of a specific Cabin Unit Owner (or his family, agent, invitee, tenant, guest or licensee) shall be the responsibility of and paid by such Cabin Unit Owner to the extent not covered by any such assessment or insurance. The Association shall have the right to assess an individual Cabin Unit Owner for such costs and such assessments shall constitute a lien upon such Cabin Unit as provided in paragraph 7.7 hereof.

5.7 Real Estate Taxes. Each Cabin Unit shall be separately taxed for real estate taxes, and the Owner(s) thereof shall be responsible for such taxes. Any real estate taxes applicable to the Cabin Owners' Common Ground areas will be assessed to the Cabin Unit

Owners utilize that area regardless of the size of the individual Cabin Units within such specific common ground area. The Association shall assess such taxes in accordance with the foregoing and shall pay the real estate taxes from such assessments.

ARTICLE VI.
MAINTENANCE, REPAIR AND COMMON AREAS OF LOTS

6.1 Maintenance Generally. Each Owner shall at all times keep, maintain, repair, and restore the Lot, the improvements, landscaping, concrete and paving thereon in a sound, safe, clean and attractive condition and in compliance with all valid laws, ordinances, and regulations of any governmental entity having jurisdiction over the Lot. Such maintenance and repair shall be of high quality. Without limiting the generality of the foregoing, each Owner's repair and maintenance obligations shall extend to and include painting, repairing, replacing and caring for roofs, fences, exterior building surfaces, exterior glass surfaces, exterior doors, and the maintenance of all landscaping.

6.2 Construction Period. All builders and contractors are to maintain their construction sites in a neat and orderly fashion, and shall clean up and remove all debris on said construction sites. Any debris which is inadvertently placed or blown on a neighboring Lot, Tract or Cabin Site shall be cleaned up and removed within twenty-four (24) hours. The Owner and general contractor shall be responsible for the maintenance of such neatness and removal of debris.

6.3 Failure to Maintain and Repair. If any Owner fails to maintain and repair a Lot according to this Article, the DRB may notify said Owner of the work required to comply with this Article and request that it be done within a reasonable time, but not more than ten (10) days from the giving of such notice, or in the case of weed control and any other landscaping maintenance, not more than five (5) days from the giving of such notice. If the Owner fails to carry out such maintenance or repair within that period, the Declarant, the DRB, or any Owner may exercise the rights set forth in paragraph 7.5 below.

6.4 Special Notice to Lot Owners of Lots 87 through 90 of Phase II; and Cabin Units within Tract E of Phase II. The Owners of any of these Lots will be required to purchase, install and maintain, at their cost, appropriate sewage lift pumps and other equipment necessary to lift and transport sewage and waste water from Lots 87 through 90 to manhole cover # IDOCPD1. Purchasers of these Lots are encouraged to consult with the Developer regarding the specific and unique needs for the sewer lift equipment in these areas.

The Owners of Lots 87 through 90 and Cabin Unit Owners in Tract D will access their properties through a private easement as shown on the re-plat of Lots 87 through 90, Devils Tower Golf Community, Phase II. This easement will be initially constructed by the Developer. The Owners of Lots 87 through 90 will be specially assessed by the Association for the maintenance and repair of this easement.

6.5 Notice of High Water Pressures. Due to hilly topography in the Devils Tower Golf Community Subdivisions, high water pressures may exist in the water lines for some of the areas in all of the Subdivision phases. These pressures may be in excess of those normally expected in other subdivisions or within the Town of Hulett. The Declarant suggests and recommends that Lot Owners, contractors, architects, plumbers, and other persons consult with

the management of the Declarant for more information about potentially high pressure within the water system and to consider the installation of pressure reduction devices at their discretion.

6.6 Maintenance of Common Areas. Subject to the provisions for the Cabin Owners' Common Ground area as provided in Article V, the maintenance, repair and general supervision of the common areas within the Property (Phase I and II) shall be the responsibility of the Association. Said common areas, including any improvements to be located thereon, shall be kept and maintained in a manner consistent with the natural surroundings and aesthetics of the area so as to promote recreational use and other uses not inconsistent with the same. All costs and expenses for maintenance, repairs and general upkeep of the common areas shall be paid by the Association.

6.7 Common Area Easements. All areas within the Common Area shall be subject to one or more easements for the installation, repair, maintenance, enlargement and general operation of utilities, including without limitation, sewer (when available), water, electricity, gas, telephone, television, drainage, and irrigation use. All companies supplying utility services to the Property shall have the right to go upon the Common Area for purposes of installing, repairing, maintaining, cleaning, repairing, replacing and otherwise maintaining and causing to be maintained, service and all underground utility lines. No Owner shall do or cause to be done anything which would interfere with said utility easements within the Common Area.

6.8 Members' Easements of Enjoyment. Subject to the other provisions of this Declaration, every Member shall have a limited and non-exclusive right and easement of enjoyment in and to the Common Area or any common area which may hereafter be created by the Association, and such right shall be appurtenant to and shall pass with the title to every Lot.

6.9 Title to Common Area. Title to the Common Area shall be vested in the Association at such time as the Developer shall determine in its sole discretion. No Owner shall have the right to partition or seek partition of the Common Area.

6.10 Extent of Owners' Rights. The rights in the Common Areas created hereby shall be subject to the following:

- a. The right of the Association to establish rules for use of any common area.
- b. The right of the Association to suspend the enjoyment rights of any Owner for any period during which any assessment remains unpaid, and for up to sixty (60) days for any infraction of this Declaration, any rules, regulations or architectural guidelines adopted pursuant to this Declaration, unless the breach is a continuing breach, in which case the suspension shall continue for as long as the breach continues.
- c. The right of the Association to dedicate or transfer all or any part of any common area to any municipal corporation, public agency, authority or utility.
- d. The right of the Association to close or limit the use of any common area for any reasonable purpose, whether permanently or temporarily.

e. The limitations and restrictions as contained in these covenants.

6.11 Delegation of Use. Any Owner may share the right of enjoyment of any common area with their guests, invitees and tenants. If a Residence or Cabin Unit is rented, all rights of the Owner in and to a common area shall transfer to the tenants of the Residence or Cabin Unit during the term of the tenancy.

ARTICLE VII.
HOMEOWNERS ASSOCIATION

7.1 Formation. The Declarant has heretofore created the Devils Tower Golf Community Homeowners Association for purposes of enforcing these covenants and maintaining the common areas within the Subdivision and for the other general purposes of the Association as hereinafter provided. The Owner(s) of a Lot or Cabin Unit shall be members of the Association and each Lot, each Co-Owner Residence, or each Cabin Unit shall be entitled to one vote, whether owned by one or multiple Owners. The Association will be governed by a board of directors elected by its members provided that until such time as eighty percent (80%) of the Lots in the Subdivision have been sold by the Declarant to third parties, the Declarant shall have the right to appoint a board of directors of its own choosing to serve, with the Declarant, as the board of directors for the Association. At such time as the requisite number of Lots have been sold by the Declarant as described above or the Declarant shall elect otherwise, the board of directors shall be not less than three (3) nor more than five (5) individuals. The Association will adopt bylaws for its operations. The Association will have the further power to place assessments upon the Lots and Cabin Units within the Subdivision for the maintenance of the general and common areas within the Subdivision as well as assess fees and penalties for failure to comply with these covenants and for the other provisions as hereinafter provided.

7.2 General Assessments. By acceptance of the deed or other instrument of conveyance for a Lot or Cabin Unit within the Subdivision, each Owner shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established, and collected from time to time as provided hereafter and in the bylaws of the Association. The Association may elect to assess and bill said assessments on a monthly basis and the assessments may be referred to as "homeowner dues". Such general assessments shall be due and payable beginning the first of the month following the closing on the sale for the purchase of the Lot or Cabin Unit. The annual and special assessments, together with such interest thereon and costs of collection as provided below, shall be a continuing lien on the property affected and shall also be a personal obligation of the Owner of such property on the date when the assessment is due. Such personal obligation shall not pass to successors in title to the affected property unless expressly assumed by such successors. With regard to Cabin Units and Co-Owner Residences, the general assessments and any special assessments shall be paid by the Owner(s) of a Cabin Unit or Co-Owner Residence in proportion to their ownership interest in such Cabin Unit or Co-Owner Residence. Unless changed by a vote of a majority of the board of directors of the Association, the annual assessment for any Lot or Cabin Unit in the Subdivision shall be that amount last approved by a majority of said board of directors. Lots, Cabin Sites or Cabin Units as owned by the Declarant shall not be subject to general assessments unless the Declarant should otherwise affirmatively elect, in writing, to subject its Lots, Cabin Units or Cabin Sites to general assessments.

7.3 Special Assessments. On vote of a majority of the board of directors of the Association, the Association may levy, in addition to annual assessments, a special assessment or

assessments in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the cost of construction or reconstruction or expected repair or replacement of a described capital improvement or capital improvements on the common ground in the Subdivision, including fixtures and personal property related thereto. Any special assessment or charge must be approved by a majority of the board of directors of the Association. Written notice of a meeting called for levying an assessment shall be sent to all directors at least ten (10) days in advance of the date of such meeting, setting forth the purpose of the meeting. Lots, Cabin Sites and Cabin Units as owned by the Declarant shall not be subject to special assessments unless the Declarant should otherwise affirmatively elect, in writing, to subject its Lots, Cabin Sites or Cabin Units to special assessments.

7.4 Specific Assessments. The Board of Directors shall have the power to levy specific assessments against particular Lot(s), Cabin Unit(s) or Co-Owner Residence(s) constituting less than all Lots, Cabin Units or Co-Owner Residences within the Property, as follows:

- a. To cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Lot, Cabin Unit or Co-Owner Residence or occupants thereof upon request from the Owner pursuant to a menu of special services which the Board of Directors may from time to time authorize to be offered to Owners (which might include, without limitation, landscape maintenance, handyman service, pool cleaning, pest control, etc.), which assessments may be levied in advance of the provisions of the requested benefit, item, or service as a deposit against charges to be incurred by the Owner; and
- b. To cover costs incurred in bringing the Lot, Cabin Unit or Co-Owner Residence into compliance with the terms of this Declaration, the Bylaws or rules, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, Cabin Unit or Co-Owner Residence, their licensees, invitees or guests; provided, the Board of Directors shall give the Owner prior written notice and an opportunity for a hearing before levying a specific assessment under this subsection (b).

7.5 Violation Penalties. In the event that an Owner fails to cure (or fails to commence and proceed with diligence to completion) the work necessary to cure any violation of these covenants, restrictions and conditions within ten (10) days after receipt of written notice from the Board of Directors designating the particular violation, the Board of Directors shall have the power and authority to impose upon Owner(s) a penalty for such violation ("violation penalty") not to exceed Five Hundred Dollars (\$500). If, after the imposition of the violation penalty, the violation is not cured and Owner has not commenced the work necessary to cure such violation, the board shall have the power and authority, upon ten (10) days written notice, to impose another violation penalty which shall also not exceed Five Hundred Dollars (\$500). There shall be no limit to the number or aggregate amount of violation penalties which may be levied against an Owner for the same violation. The violation penalties, together with interest at the rate of 18% per annum, together with any costs of collection, including attorney's fees, shall be a continuing lien upon a Lot, Cabin Unit or Co-Owner Residence in the Subdivision against which such violation penalty is made.

7.6 Notice of Assessment. It shall be the duty of the Association to notify all Members of the Association, whose addresses shall be supplied to the Association, by sending written notice to each of such Member within ten (10) days after the date on which the assessment has been fixed and levied, giving the amount of the charge or assessment for the current year, when the same shall be due, and the amount due for each Lot, Cabin Unit or Co-Owner Residence. Failure of the Association to levy an assessment or charge for any one year shall not affect the right of the Association to issue assessments in future years. Failure to deliver or levy an assessment due to a lack of an address for the Member of any particular Lot, Cabin Unit or Co-Owner Residence within the Subdivision shall not discharge the obligation of a Member from paying such assessment, and it shall be the obligation of a Member to notify the Association of the Member's current address. It shall be the obligation of each Member who is represented by one or more Owners to designate a representative to act on behalf of all Owners.

7.7 Assessment as a Lien. Any general, special assessment or specific assessment levied as set forth in this declaration shall become a lien on the affected property as soon as such assessment is due and payable as set forth above. In the event a Member fails to pay the assessment when due, then the assessment shall bear interest at the maximum legal rate permitted by the State of Wyoming from the date when such assessment is due until it is paid in full.

7.8 Delinquent Assessments. Forty-five (45) days after the date of any such assessment has been fixed and levied, the assessment, if not paid, shall become delinquent and the payment of both principal and interest, including attorney fees and costs in collecting such assessments, may be enforced as a valid lien on the affected property, and a notice of such assessment and lien may be filed with the County Clerk for Crook County, Wyoming and exclusive venue shall be in Crook County District Court, State of Wyoming. It shall be the duty of the board of directors of the Association, as provided below, to bring actions to enforce such liens before they expire. The Association, in its discretion, may file certificates of nonpayment of assessments with the Crook County Clerk whenever such assessments are delinquent. For each certificate so filed, or for any lien so filed, the Association shall be entitled to collect from the Member described in such certificate or lien a late fee of Two Hundred and Fifty Dollars (\$250.00), which fee is declared to be a lien on the affected property, and shall be collectible in the same manner as the original assessment provided for in this declaration.

Any such lien shall continue for a period of two (2) years from the date of delinquency and no longer, unless with such time period legal proceedings shall be instituted to collect such assessments, in which event the lien shall continue until the termination of the legal proceedings, and the sale of the affected property under the execution of the judgment establishing the same.

In the event legal proceedings are commenced to collect any such assessment, or if the services of an attorney are retained by the Association in connection therewith, the non-paying Member shall be obligated to pay all costs incurred, plus reasonable attorney fees, which costs and fees shall become a portion of the assessment and may be foreclosed on in the same manner as the assessment as provided above.

7.9 Uses of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment, and welfare of the residents in the Subdivision and, in particular, for the improvement and maintenance of the Property, service, and facilities devoted to the above-stated purpose and related to the use and enjoyment of the common grounds and of the Residences and Cabin Units situated in the

Subdivision. Without limiting the generality of the foregoing statement of purpose, such assessments shall be applied by the Association to the payment of the costs of the following:

- a. To enforce any and all building and land-use restrictions that exist as of the date of this declaration or which may be lawfully imposed hereafter on or against any of the Property in the Subdivision.
- b. To maintain the common areas and amenities and improvements thereon as provided in this declaration.
- c. To pay expenses to carry out the above, such as attorneys' fees, manager's fees, expenses of liability, fire, and other insurance, bookkeeping and accounting expenses, and any and all other expenses that may from time to time be deemed necessary to carry out the intent of this declaration by the Association.
- d. To protect property values in the Subdivision by promoting pride in and enthusiasm for it; to work for improved transportation, schools, libraries, and recreation facilities within the community in which the Subdivision is located; and to do all lawful things and tasks that the Association, in its discretion, may deem to be in the best interests of the Subdivision and the Owners of the Lots and Cabin Units in the Subdivision.

7.10 Separate Neighborhoods and Areas. The Declarant, in its sole discretion, may establish separate neighborhoods or areas within the Subdivision by designation on the recorded plat or in such other manner as the Declarant shall determine. The Declarant may require that there is available to these neighborhoods a higher level of service or special services for the benefit of the residents within such separate neighborhoods or areas. In addition, the Owners within these neighborhoods may request from the Association a higher level service or special services. As to those special neighborhoods which require a higher level of service as determined by the Declarant, the Association will provide such services. As to those separate neighborhoods or areas within the Subdivision that request a higher level of service, the Association may provide such requested services or may deny such requests, all to be determined in the sole discretion of the board of directors of the Association. The cost of any such special services, which may include a reasonable administration charge in such amounts as the board of directors of the Association deem appropriate, shall be assessed against the Lots or Cabin Units within such special neighborhoods, said assessment procedure to be in accordance with the foregoing provisions.

ARTICLE VIII.

DURATION, MODIFICATION AND TERMINATION

8.1 Duration of Restrictions. This declaration shall run with the land, and continue and remain in full force and effect at all times with respect to any and all Property now or hereafter made subject to this declaration (subject, however, to the right to amend and repeal as provided for herein) for a period of thirty (30) years from the date on which this declaration is recorded. After that time, this declaration and all covenants, conditions, restrictions, limitations, agreements, and other provisions contained herein shall be automatically extended for successive ten (10) year periods unless this declaration is revoked by an instrument executed by the

Declarant (or its successors) and eighty percent (80%) of the Owners and first Mortgagees (meaning a Mortgagee with first priority over any other Mortgagee) of the Lots and Cabin Units, approved by the Town of Hulett, and recorded in the office of the County Clerk for Crook County, Wyoming in which case they shall terminate at the expiration of the applicable thirty or ten year term.

8.2 Modification and Termination. For a period so long as the Declarant or its successors and assigns own any of the Lots, Co-Owner Residences, and Cabin Units within the Development, this declaration or any provision hereof, except as otherwise provided, or any covenant or condition, restriction, limitation or agreement contained herein may be modified, amended, revoked or terminated by the Declarant, with the approval of the Town of Hulett, unless after notice, 100% of the other Owners of all the Lots and Cabin Units within the Subdivision object in writing to the proposed modification, amendment, revocation or termination. At such time as the Declarant shall no longer be the Owner of any Lot or Cabin Unit within the Subdivision this declaration may be modified, amended, revoked or terminated only upon the written consent of the Declarant and the Owners of 80% of the Lots and Cabin Units within the Subdivision and the approval of the Town of Hulett. No such modification, amendment, revocation, termination or extension shall be effective until a proper instrument in writing describing such action has been executed and duly recorded in the office of the County Clerk for Crook County, Wyoming.

ARTICLE IX.

OWNERS' COVENANTS OF ACCEPTANCE

9.1 Constructive Notice and Acceptance. Every person who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the Property subject to this declaration is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction, limitation and agreement contained herein and shall be conclusively deemed to have examined and accepted this Declaration and any amendments thereto, whether or not any reference to this declaration is contained in the instrument by which such person acquired an interest in said Property.

9.2 Leasing of Property Subject to this Declaration. Every lease, rental or other agreement for hire ("lease") of any portion of Property subject to this declaration shall be subject to the provisions of this declaration, and every tenant or occupant of a Lot, Cabin Unit or Co-Owner Residence or a portion thereof shall in all applicable respects comply with the provisions of this declaration. Every Owner shall:

- a. Include in any agreement for the lease of all or any portion of his Lot, Cabin Unit or Co-Owner Residence a specific provision that said lease is subject to this declaration, that the tenant or occupant of the Lot, Cabin Unit or Co-Owner Residence will comply with the provisions of this declaration, and that such provisions are an integral part of the lease.
- b. Not execute a lease to any portion of the Property without complying with the provisions of Article IV; provided, however, that an Owner's failure to do so shall not diminish the effect of this declaration with respect to any such lease or tenant.

ARTICLE X.
GENERAL PROVISIONS

10.1 Approvals. Any formal or informal consent, approval or permission given by Declarant, the DRB, or any agent thereof, shall not be construed as consent, approval or permission by any governmental agency, entity or authority nor shall the same be considered consent, approval or permission for any matter or for any other Property than the matter or the specific Property involved.

10.2 Exhibits. All exhibits are attached to, and are made an integral part of, this declaration.

10.3 Waiver of Liability. Neither Declarant nor the DRB, nor the employees, officers, agents or attorneys thereof, shall be liable to any Owner, lessee, licensee, or occupant of the Property subject to this declaration by reason of any mistake in judgment, nonfeasance, action or inaction, or for the enforcement, or failure to enforce any provision of this declaration provided such person or entity acted in good faith without willful or intentional misconduct. Every Owner, lessee, licensee or occupant of such Property by acquiring his interest therein agrees not to bring any action or suit against Declarant or the DRB, or the employee, officers, agents or attorneys thereof, to recover damages from or to seek equitable relief by reason of the foregoing, and each and every Owner, lessee, licensee or occupant hereby waives any right to do so.

10.4 Enforcement. The DRB, the Declarant, Owner, or the Association, and/or the Town of Hulett shall have the right, but not the obligation, to commence and maintain actions for damages or to restrain and enjoin any actual or threatened breach of any provision of this declaration, or to require specified actions to comply with the provisions of this declaration, and to enforce by mandatory injunction all of the provisions of this declaration. Prior to the Owner taking any such action, such Owner shall request the same to be taken by the Declarant, the Town of Hulett, the Association and/or the DRB. If the Declarant, the Town of Hulett, the Association and the DRB determine that there is a breach or violation of any provision of this declaration and fail to act with respect thereto within thirty (30) days after written demand by any Owner to take such action, then neither the Association nor the DRB shall have any liability whatsoever which may arise out of or in connection with the failure to so act and any Owner shall then have the same rights to enforce the provisions of this declaration. The DRB, the Declarant, the Association and the Town of Hulett are hereby granted the right to enforce the provisions of this declaration at any time. The right of an Owner to enforce these provisions is conditioned upon the Declarant, the DRB, the Association and the Town of Hulett electing not to enforce such provisions. In any action brought by Declarant, the DRB, an Owner, the Town of Hulett or the Association to enforce the provisions of this declaration, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorney's fees, architectural fees, consulting fees, and costs together with any other fees, expenses or costs incurred in enforcing this declaration.

10.5 Invalidity of Any Provision. Should any provisions or portion hereof be declared invalid or in conflict with any law of any jurisdiction where the Property is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

10.6 Mortgagee Protection Clause. No breach of any of the covenants, conditions, and restrictions herein contained, nor the enforcement of any lien provisions herein, shall render invalid the lien of any first mortgage or agreement for deed on any Lot or Cabin Unit made in

good faith and for value, but all of said covenants, conditions, restrictions, limitations and agreements shall be binding upon and effective against any Owner whose title is derived through foreclosure, sheriff's sale, trustee's sale, or otherwise.

10.7 Termination of Declarant's Responsibility. In the event Declarant shall convey all of its right, title and interest in and to the Property to one or more partnerships, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and said person(s) or entity shall be obligated to perform all such duties and obligations of the Declarant. Such successor to Declarant shall be included in the definition of "Declarant".

10.8 Owner's Compliance. Each Owner, tenant, or occupant of a Lot or Cabin Unit shall comply with the provisions of this declaration, as amended from time to time, and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due, for damage for injunctive relief, or for other relief. Each Owner, tenant, or occupant of a Lot or Cabin Unit shall also comply with all applicable laws, statutes, ordinances and regulations, and shall defend, indemnify, and hold harmless Declarant or the DRB, or both, as the case may be, from any loss, claim, liability or expense, including attorney's fees, arising out of or in connection with its failure to comply therewith or with the provisions of this declaration.

10.9 Attorney's Fees. In the event of any controversy, claim or dispute arising out of or relating to this declaration or the interpretation or breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney's fees, and costs, as determined by the court.

10.10 Headings. Articles and section headings, where used herein, are inserted for convenience only and are not intended to be a part of this declaration or in any way to limit or expand the scope and intent of the particular article or section to which each refers.

10.11 Notices. Any notice permitted or required herein may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Member of record at the address given by such Member to Declarant or addressed to the Lot or Cabin Unit of such Member if no address has been given to Declarant. For purposes of plan submission and providing notice to the initial DRB only, the initial DRB's address shall be 51 Hwy 112, P.O. Box 218, Hulett, WY 82720 which may be changed by filing a Notice of Change of Address with the County Clerk for Crook County, Wyoming, which Notice shall refer by book and page to the recorded declaration.

ARTICLE XI.
STRUCTURES EXISTING BEFORE APRIL 1, 2007

1.1 Structures existing before April 1, 2007. Structures were built on Tract B, Lots D8, 61, 81, 82 and 87 before April 1, 2007. These structures were built under the prior Protective Covenants and have been approved by the DRB. No structure on these tracts or lots shall be declared in violation of these covenants because of changes made to these Amended Protective Covenants as filed in 2007 or the accompanying April, 2007 Design Guideline Manual. Any modification, remodeling and/or rebuilding on these properties shall be in compliance with the Protective Covenants and Design Guideline Manual in effect at that time.

IN WITNESS WHEREOF, the undersigned has executed this declaration as of the date first above written.

DEVILS TOWER GOLF & COUNTRY CLUB, INC.
(Developer and owner of all tracts except those listed below)

By: James S. Neiman
James S. Neiman, President

Attest: Sally Ann Neiman
Sally Ann Neiman, Secretary

Tract B:
Tower View , LLC, A Wyoming Limited
Liability Company
By: Thomas E. Coronato, Manager
and Helen K. Coronato, Manager

Lot D8:
Anna L. Carson, as trustee of the
Anna Louise Wright Carson Revocable
Trust dated May 17, 2001

Thomas E. Coronato
Signature
Helen K. Coronato
Signature

Anna L. Carson Trustee
Signature

Lot 55:
John H. Phelps and Cathy A. Phelps

Lot 58:
David J. Halsey and Lisa R. Halsey,
husband and wife

Signature

Signature

Signature

Signature

Lot 81:
Wesley W. Clausen

Lot 82:
Brian T. King and Jackie R. King
husband and wife

Wesley W. Clausen
Signature

Signature

Signature

Signature

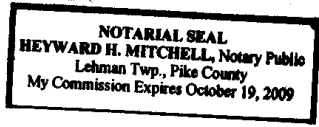
STATE OF PENNSYLVANIA)
)ss.
County of MONROE)

The foregoing instrument was acknowledged before me by Thomas E. Coronato and Helen K. Coronato, as the managers of Tower View, LLC this 18 day of MAY 2007.

Witness my hand and official seal.

Heyward H. Mitchell
Notary Public

My Commission Expires: 10/19/09



STATE OF WYOMING)
)ss.
County of CROOK)

The foregoing instrument was acknowledged before me by Anna L Carson, as trustee of the Anna Louise Wright Carson Revocable Trust dated May 17, 2001 this 21st day of May 2007.

Witness my hand and official seal.

Tansie M. Teigen-Palermo
Notary Public

My Commission Expires: 6-9-9



STATE OF WYOMING)
)ss.
County of _____)

The foregoing instrument was acknowledged before me by John H. Phelps and Cathy A. Phelps this _____ day of _____ 2007.

Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING)
)ss.
County of _____)

The foregoing instrument was acknowledged before me by David J. Halsey and Lisa R. Halsey, husband and wife, this ____ day of _____ 2007.
Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING)
)ss.
County of Crook)

The foregoing instrument was acknowledged before me by Wesley W. Clausen this 23 day of May 2007.
Witness my hand and official seal.

Jansie M. Teigen-Palermo
Notary Public

My Commission Expires: 6-9-9



STATE OF WYOMING)
)ss.
County of _____)

The foregoing instrument was acknowledged before me by Brian T. King and Jackie R. King, husband and wife this ____ day of _____ 2007.
Witness my hand and official seal.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the undersigned has executed this declaration as of the date first above written.

DEVILS TOWER GOLF & COUNTRY CLUB, INC.
(Developer and owner of all tracts except those listed below)

By: _____
James S. Neiman, President

Attest: _____
Sally Ann Neiman, Secretary

Tract B:
Tower View , LLC, A Wyoming Limited
Liability Company
By: Thomas E. Coronato, Manager
and Helen K. Coronato, Manager

Lot D8:
Anna L. Carson, as trustee of the
Anna Louise Wright Carson Revocable
Trust dated May 17, 2001

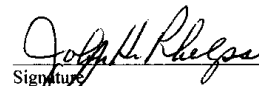
Signature


Signature

Signature

Lot 55:
John H. Phelps and Cathy A. Phelps

Lot 58:
David J. Halsey and Lisa R. Halsey,
husband and wife



Signature


Signature

Signature

Signature

Lot 81:
Wesley W. Clausen

Lot 82:
Brian T. King and Jackie R. King
husband and wife

Signature

Signature

Signature

Signature

STATE OF _____)
)ss.
County of _____)

The foregoing instrument was acknowledged before me by Thomas E. Coronato and Helen K. Coronato, as the managers of Tower View, LLC this ____ day of _____ 2007.
Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING)
)ss.
County of _____)

The foregoing instrument was acknowledged before me by Anna L Carson, as trustee of the Anna Louise Wright Carson Revocable Trust dated May 17, 2001 this ____ day of _____ 2007.
Witness my hand and official seal.

Notary Public

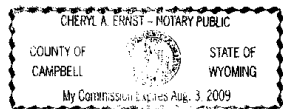
My Commission Expires:

STATE OF WYOMING)
)ss.
County of Campbell)

The foregoing instrument was acknowledged before me by John H. Phelps and Cathy A. Phelps this 4th day of June 2007.
Witness my hand and official seal.

Cheryl A. Ernst
Notary Public

My Commission Expires: 8-3-09



IN WITNESS WHEREOF, the undersigned has executed this declaration as of the date first above written.

DEVILS TOWER GOLF & COUNTRY CLUB, INC.
(Developer and owner of all tracts except those listed below)

By: _____
James S. Neiman, President

Attest: _____
Sally Ann Neiman, Secretary

Tract B:
Tower View , LLC, A Wyoming Limited
Liability Company
By: Thomas E. Coronato, Manager
and Helen K. Coronato, Manager

Lot D8:
Anna L. Carson, as trustee of the
Anna Louise Wright Carson Revocable
Trust dated May 17, 2001

Signature

Signature

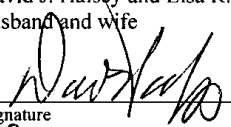
Signature

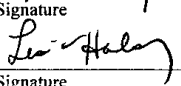
Lot 55:
John H. Phelps and Cathy A. Phelps

Lot 58:
David J. Halsey and Lisa R. Halsey,
husband and wife

Signature

Signature

Signature


Signature


Lot 81:
Wesley W. Clausen

Lot 82:
Brian T. King and Jackie R. King
husband and wife

Signature

Signature

Signature

Signature

STATE OF WYOMING)
)ss.
County of Platte)

The foregoing instrument was acknowledged before me by David J. Halsey and Lisa R. Halsey, husband and wife, this 29th day of May 2007.
Witness my hand and official seal.

Heather Pitzer
Notary Public

My Commission Expires: 6 17 09



STATE OF WYOMING)
)ss.
County of _____)

The foregoing instrument was acknowledged before me by Wesley W. Clausen this _____ day of _____ 2007.
Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING)
)ss.
County of _____)

The foregoing instrument was acknowledged before me by Brian T. King and Jackie R. King, husband and wife this _____ day of _____ 2007.
Witness my hand and official seal.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the undersigned has executed this declaration as of the date first above written.

DEVILS TOWER GOLF & COUNTRY CLUB, INC.
(Developer and owner of all tracts except those listed below)

By: _____
James S. Neiman, President

Attest: _____
Sally Ann Neiman, Secretary

Tract B:
Tower View, LLC, A Wyoming Limited
Liability Company
By: Thomas E. Coronato, Manager
and Helen K. Coronato, Manager

Lot D8:
Anna L Carson, as trustee of the
Anna Louise Wright Carson Revocable
Trust dated May 17, 2001

Signature

Signature

Signature

Lot 55:
John H. Phelps and Cathy A. Phelps

Lot 58:
David J. Halsey and Lisa R. Halsey,
husband and wife

Signature

Signature

Signature

Signature

Lot 81:
Wesley W. Clausen

Lot 82:
Brian T. King and Jackie R. King
husband and wife

Signature

Signature

Signature
Brian T King

Signature
Jackie R King

STATE OF WYOMING)
)ss.
County of _____)

The foregoing instrument was acknowledged before me by David J. Halsey and Lisa R. Halsey, husband and wife, this ____ day of _____ 2007.
Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING)
)ss.
County of _____)

The foregoing instrument was acknowledged before me by Wesley W. Clausen this ____ day of _____ 2007.
Witness my hand and official seal.

Notary Public

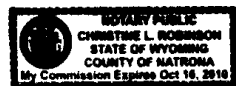
My Commission Expires:

* STATE OF WYOMING)
)ss.
County of Natrona)

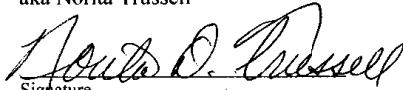
The foregoing instrument was acknowledged before me by Brian T. King and Jackie R. King, husband and wife this 8th day of June 2007.
Witness my hand and official seal.

Christine L. Robinson
Notary Public

My Commission Expires: 10-16-10



Lot 83:
Norita Malone
aka Norita Trussell


Signature

Lots 85 & 86:
Jerry K. Davis and Marcia T. Davis
husband and wife

Signature

Signature

Lot 87:
Claude J. Rauch and Sandra K. Rauch

Signature

Signature

Lots 62, 63, 64, 65 66, 75, 76, 77, 78,
79, 80, 84, 88, 89 & 90
East Land Development, LLC
By: Neil A. McMurry, Manager

Signature

Lot 61:
James S. Neiman and Sally Ann Neiman
husband and wife

Signature

Signature

STATE OF WYOMING)
)ss.
County of Crook)

The foregoing was acknowledged before me this ____ day of _____, 2007
by James S. Neiman, President of Devils Tower Golf & Country Club, Inc., who represented to
me he was duly authorized to execute the foregoing.

Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING)
)ss.
County of CONVERSE)

The foregoing instrument was acknowledged before me by Norita Malone, aka
Norita Trussell, this 20th day of July, 2007.
Witness my hand and official seal.



Phyllis A. Martinelli
Notary Public

My Commission Expires: 8-9-10.

STATE OF WYOMING)
)ss.
County of _____)

The foregoing instrument was acknowledged before me by Jerry K. Davis and
Marcia T. Davis, husband and wife, this ___ day of _____ 2007.
Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING)
)ss.
County of _____)

The foregoing instrument was acknowledged before me by Claude J. Rauch and
Sandra K. Rauch this ___ day of _____ 2007.
Witness my hand and official seal.

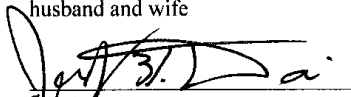
Notary Public

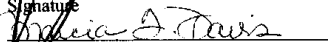
My Commission Expires:

Lot 83:
Norita Malone
aka Norita Trussell

Signature

Lots 85 & 86:
Jerry K. Davis and Marcia T. Davis
husband and wife



Signature


Signature

Lot 87:
Claude J. Rauch and Sandra K. Rauch

Signature

Signature

Lots 62, 63, 64, 65 66, 75, 76, 77, 78,
79, 80, 84, 88, 89 & 90
East Land Development, LLC
By: Neil A. McMurry, Manager

Signature

Lot 61:
James S. Neiman and Sally Ann Neiman
husband and wife

Signature

Signature

STATE OF WYOMING)
)ss.
County of Crook)

The foregoing was acknowledged before me this ____ day of _____, 2007
by James S. Neiman, President of Devils Tower Golf & Country Club, Inc., who represented to
me he was duly authorized to execute the foregoing.

Witness my hand and official seal.

Notary Public

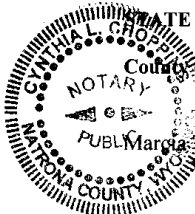
My Commission Expires:

STATE OF WYOMING)
)ss.
County of _____)

The foregoing instrument was acknowledged before me by Norita Malone, aka
Norita Trussell, this ____ day of _____ 2007.
Witness my hand and official seal.

Notary Public

My Commission Expires:



STATE OF WYOMING)
)ss.
County of Natrona)

The foregoing instrument was acknowledged before me by Jerry K. Davis and
Margie F. Davis, husband and wife, this 31st day of May 2007.
Witness my hand and official seal.

Cynthia L. Chopping
Notary Public

My Commission Expires:

STATE OF WYOMING)
)ss.
County of _____)

The foregoing instrument was acknowledged before me by Claude J. Rauch and
Sandra K. Rauch this ____ day of _____ 2007.
Witness my hand and official seal.

Notary Public

My Commission Expires:

Lot 83:
Norita Malone
aka Norita Trussell

Lots 85 & 86:
Jerry K. Davis and Marcia T. Davis
husband and wife

Signature

Signature

Signature

Lot 87:
Claude J. Rauch and Sandra K. Rauch

Lots 62, 63, 64, 65 66, 75, 76, 77, 78,
79, 80, 84, 88, 89 & 90
East Land Development, LLC
By: Neil A. McMurry, Manager

Signature

Neil A. McMurry
Signature

Signature

Lot 61:
James S. Neiman and Sally Ann Neiman
husband and wife

James S. Neiman
Signature

Sally Ann Neiman
Signature

STATE OF WYOMING)
)ss.
County of Crook)

The foregoing was acknowledged before me this 31st day of May, 2007
by James S. Neiman, President of Devils Tower Golf & Country Club, Inc., who represented to
me he was duly authorized to execute the foregoing.
Witness my hand and official seal.

Debra Bears
Notary Public

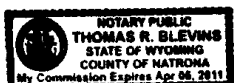
My Commission Expires: June 9, 2009
-26-



STATE OF WYOMING)
)ss.
County of Natrona)

The foregoing was acknowledged before me this 23rd day of May, 2007 by Neil A. McMurry, Manager of East Land Development, LLC, who represented to me he was duly authorized to execute the foregoing.

Witness my hand and official seal.



Thomas R. Blevins
Notary Public

My Commission Expires:

STATE OF WYOMING)
)ss.
County of Crook)

The foregoing instrument was acknowledged before me by James S. Neiman and Sally Ann Neiman, husband and wife, this 31st day of May, 2007.

Witness my hand and official seal.

Debra Bears
Notary Public

My Commission Expires: June 9, 2009

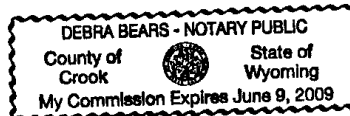


EXHIBIT "A"

Black Hills Golf Community Phase I and Phase II to the Town of Hulett, Crook County, Wyoming according to the official plats thereof recorded May 24, 2001 in the office of the Crook County Clerk in File No. 362 Map No. 1297 and File No. 363 Map No. 1298 as affected by the Affidavit to Document Name Change from Black Hills Golf Community to Devils Tower Golf Community Regarding Subdivision Plats and Covenants, Conditions and Restrictions recorded January 16, 2002 in Book 390 of Photos at page 570.

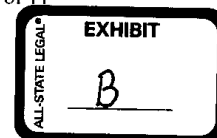
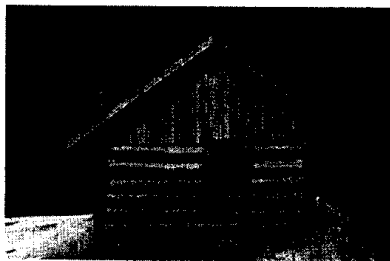
Design Guideline Manual
April, 2007
Devils Tower Golf Community
Phase I and Phase II

A. Purpose of the Manual

1. This document is for the use of property owners, architects, and general contractors who are planning construction on any Phase I or Phase II lot in the Devils Tower Golf Community (the Community).
2. This document details the design requirements for any building built in the Community's Phase I or Phase II areas, and includes design-specific elements also contained in the Community's covenants.
3. The design-specific portions of the covenants are included here only for the convenience of those engaged in design and construction. Other elements of the covenants not included here are still in full force, and must be consulted as well.

B. General Design Intent

1. Although the primary focuses of activities in the Community – golf, horseback riding, hunting and fishing – are not associated with any particular time period, they all fit comfortably into the Community's historic design theme.
2. This theme has its historical basis in the local/ regional logging and ranching economy that exists to the present day. The goal is to use architecture and landscaping to establish an historic Wyoming "feel" for the period from about 1878 to the late 1930's and to simultaneously educate guests and owners about the region's history.
3. It is not the intent of these Design Guidelines to recreate a frontier town or to produce replicas of historic buildings of the era; rather it is intended that all buildings in the Community use that era's traditional materials – logs and boards – and do so in a manner yielding an appearance similar to that of the buildings from the area's past.
4. The Community is fortunate to have one historic log structure in good condition, in its original location on the property. This is the original "theme" cabin, shown below after a modest amount of renovation.



Design Guideline Manual
April, 2007

5. The theme cabin's squared hand-hewn logs and large mortar joints are not required in the community, but the simplicity of design and straightforward use of materials is intended to serve as a model for design adaptations that are appropriate for building. It is recommended that architects or other designers be chosen who can adapt these concepts to their designs.
6. Conservation of resources was a fundamental principle in the historic period on which the Community is modeled. In the present day this is once again being emphasized through use of thoughtful design and appropriate materials, and is a high priority in the planning and construction of all the houses and cabins in the Community. Following are a few basics to be included in building planning and construction:
 - A. Modest Landscaping -- The landscaping should cause the least possible disturbance to the site.
 - B. Building systems -- Lighting, heating, cooling, water heating, etc. should be designed with energy efficiency as a priority.
 - C. Water Conservation -- Plumbing fixtures should be of "low flow" type.
 - D. Resource Conservation -- The use of recycled and recyclable materials is encouraged.
 - E. Local Materials -- The use of locally- or regionally-sourced materials, such as stone quarried in the Hulett area, and locally available forest products is encouraged.

C. Specific Building Design Requirements


1. Home Size shall be such as to not cover more than 50% of the lot and shall be a minimum of 1,400 SF on the ground floor. Houses are generally to be single family dwellings. All houses shall have a two-car garage, either attached or detached and designed to exactly match the style of the house it is associated with. Homes are to be constructed only on lots designated by the Protective Covenants for homes.
2. Cabin Size shall be a minimum of 1,200 SF on the ground floor, and shall not have a garage, either attached or separate. Other than these two distinctions, "cabins" shall conform to all other rules applicable to "houses." *Cabins are allowed only on lots designated specifically for cabins by the Protective Covenants.*
3. Twin Homes shall be allowed only at designated locations determined by the Protective Covenants and with specific approval of the Design Review Board. When approved, twin homes shall appear to be distinct dwellings; shall have distinctly separate entrances; and shall not be designed as a pair of mirror-image elements.



Typical Cabin

4. Setbacks and Lot Layout. Setback for each lot line has been evaluated for optimal building location for the mutual benefit of the entire community. The setback required for building on each lot has been predetermined in order to preserve views, protect property, and facilitate maintenance. It is the responsibility of the lot owner to design with setback as a basic parameter. Variance to setback may be authorized by the Design Review Board on a lot by lot basis upon a showing of good cause where an assigned setback creates design problems. These variances may only be granted when the change will not adversely affect the overall building plan or other property owners. Lot line setbacks are as follows.
 - a. Lots 1 through 54, 71, 72 & 73 shall have a minimum of 25 feet front, 8 feet on each side and 10 feet on the rear.
 - b. Lots 55 through 70 shall have a front setback of exactly 25 feet (not more or less), a minimum of 8 feet on each side and a minimum of 10 feet on the rear.
 - c. Lots 74 through 86 shall have a minimum front setback of 50 feet, 8 feet on each side and 10 feet on the rear.
 - d. Lots 87 through 90 shall have a minimum of 25 feet front, 10 feet on each side and 10 feet on the rear.
5. Structure Height shall not exceed 30 feet measured vertically from the point where the original natural grade intersects the main floor of the structure to the highest primary roof ridge nearest that side of the building. On lots where the average slope across the proposed structure's footprint exceeds 10% the Design Review Board may allow additional height on a case by case basis. Chimneys are excepted from this limitation and shall extend beyond the roof as per the requirements of the current building code in effect in the County. Small decorative roof elements may exceed this limitation with Design Review Board approval. Special height restrictions shall apply to lot 70 in order to preserve the view for homeowners and the golf course.
6. Roofing Materials shall be fire resistant to either a Class A or Class B standard as recognized by the US Forest Service. Roofing materials shall be wood shakes, wood shingles, natural or imitation slate, or heavy architectural grade asphalt shingles with a natural mix of colors and enough variation to produce a shadowed effect from one shingle element to the next. All roofing materials are subject to review by the Design Review Board. Standing seam metal, flat seam metal, plastic shingles, rubber shingles, clay tile shingles, concrete-based shingles, and flat or low slope single-ply and built-up roofs are not allowed.
7. Roof Pitch shall be 6 in 12 or steeper, however 8 in 12 is recommended. Minor roof sections that are not featured on the house may be of lower pitch, but only if approved by the Design Review Board.

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8. Siding Materials may only be:
- A. Solid wood logs, either hand-hewn or machine turned with hand-applied drawknife marks, as shown in the photo to the right. Logs shall be no smaller than 10" actual end diameter. If natural, unturned logs are used, this dimension shall be taken at the smaller end of the log. Outside corners of log construction may be log posts or any style of overlapping log extension. Mitered log corners are not allowed. Half-log siding must be a minimum of 5" thick.
 
 - B. Wood timbers, either properly cured solid wood or glue-laminated wood appropriate for outdoor use.
 - C. Wood siding *as gable and other accents only*. Acceptable styles include: vertical board and batten; horizontal shiplap with scalloped top edge; and others of historically appropriate design. Accent materials may not exceed 20% of the total surface area of a given elevation.
 - D. Synthetic or cement-based stucco may be used *as gable and other accents only*. Accent materials may not exceed 20% of the total surface area of a given elevation.
 - E. Natural or high quality simulated stone *as wall base, column facing, or fireplace/ chimney material only*. Stone base should preferably extend around the entire perimeter of a building unless some natural stopping point is reached. If stone base does not go around the entire perimeter, it must at a minimum extend to an inside corner, and must not terminate at an outside corner.
 - F. Wood finishes should be as low-gloss as feasible given the particular material being used. In order of preference for wood siding and wood trim, natural stains with very low gloss are most desired; then semi-transparent stains; then solid stains; then paint. Logs and wood timbers should not be painted or covered with solid stain.
9. Exterior Columns shall be solid wood logs, either hand hewn or machine turned with hand-applied draw marks. Columns may begin above a base of natural or high-quality simulated stone. Columns shall not be of glue-laminated timbers
10. Design Continuity is required such that the design of the front of the house is expressed along all sides and the back, unless an approved "store front" design is being utilized as an historic element.
11. Exterior Colors shall be earth tones and colors that blend in the natural surroundings. Such colors include muted grays and greens, as well as brown and rust tones. Bright primary colors are not allowed, although distinctive color accents for limited uses such as front doors, may be used with the approval of the DRB, as these were frequently found in this region in homes of the late 19th and early 20th Centuries.

12. Windows shall be either painted wood, aluminum-clad wood, or vinyl-clad wood with a baked-on enamel finish. The finish shall not be high gloss, and colors shall be earth tones or muted. Window glass shall be of low reflectance with only factory applied tinting in earth tone colors. Blue and green tinting is discouraged, and post-manufacture applied tinting materials are not allowed. No security bars are allowed on windows. Very large windows with no mullions, muntins, or other divisions for many feet vertically and/or horizontally should be avoided, as these are particularly contrary to the historical style of the community. Windows containing large panes of glass will need to be approved by the Design Review Board.
13. Doors may be of wood or materials that effectively imitate wood. The finish shall not be high gloss, and colors shall be earth tones or muted unless otherwise approved by the DRB. Door glass, if any, shall be of low reflectance with only factory applied tinting in earth tone colors. Screen and storm doors may be of wood or aluminum and should be finished to match their adjacent doors.
14. Fireplaces and Chimneys shall be of natural or high quality simulated stone. Chimneys shall not be faced in wood, stucco (or simulated stucco), or brick. Open fireplaces shall be equipped with spark screens, and chimneys shall be equipped with spark arresters approved by the US Forest Service.
15. External Mechanical and Electrical Equipment shall be painted to match adjacent building surfaces, and shall be painted and/or screened to blend in with the adjacent terrain.
16. Sewage Lift Stations and associated equipment may be required on select lots that are below the elevation of the Community's nearest sewer line. Such stations and equipment are the responsibility of the homeowner.
17. Pressure Reducing Valves may be required on select lots to protect household equipment from excess water pressure provided by the Community. Each property owner is responsible for checking the pressure at the property and installing pressure reducing valves if needed.
18. Exterior Lighting shall have a minimum of 90% downlight, and shall be installed so as not to shine directly off the homeowner's property. All landscape lighting shall be shaded, with no bulbs exposed, and no high-intensity bulbs allowed at all. Small ground level multiple path lights are discouraged in favor of fewer lights that adequately provide the desired illumination.
19. Fuel Tanks, propane tanks and related fuel storage devices shall be buried underground within the bounds of a homeowner's setbacks and easements, and all related appurtenances shall be screened from view from any direction outside the homeowner's property.
20. Awnings shall be allowed only as approved on a case-by-base basis by the Design Review Committee.
21. Playground and Sports Equipment will only be allowed upon written approval from the Design Review Board.
22. Outdoor Spas shall be designed to provide continuity with design of the building they are associated with. Spas shall be screened from view as much as practical given the design.

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23. Swimming Pools, whether below or above ground, are not allowed without specific approval of the Design review Board. Swimming pools are generally discouraged and no pools shall be allowed on lots which are adjacent to the golf course. Swimming pools may be approved upon a showing that adequate and appropriate space exists on the lot, the adjacent property owners approve and the lot owner will provide maintenance and security for the pool on a year around basis.
24. Covers for Patios and Other Outdoor Structures must be similar in style and quality of workmanship to the building they are adjacent to.
25. Satellite Dishes and Antennae for reception of any signal are restricted to the attic or residence interior, except in such cases as require outdoor location to function properly. Satellite dishes shall not exceed 24" diameter, and shall be placed out of view from any direction off the Owner's property.
26. Solar Collectors may be installed only when installed as an integral part of and at the same slope as the roofs on which they are attached. No ground-mounted solar collectors are allowed unless they are screened from view from any direction outside the homeowner's property.
27. Windmills are not allowed due to the noise they create when they are turning.

D. Specific Site Design Requirements

1. Landscaping in General for the Community is intended to integrate the buildings into the natural setting, encourage the landscape appearance of one lot to flow naturally into the landscape appearance of the next lot and blend the introduced landscaping into the natural landscaping rather than creating a landscape that stands out from the naturally occurring conditions.
2. Introduced Landscaping. Generally the landscaping visible from either the golf course or a road should consist of native grasses, flowers, shrubs and trees, and landscaping materials. Historically appropriate non-native species will be permitted in some areas. The Community has available a list of specific recommendations. The unbuilt areas of a lot may fall in one or more of the following zones:
 - A. Zone A: Areas easily visible from the golf course. The overall effect of the landscaping here will be a natural extension of the surrounding terrain, utilizing generally only those materials and plantings one can see in the surrounding hills. It may be necessary to plant trees screening the house from errant golf balls.
 - B. Zone B: Areas easily visible from the roads, but not the course. The guidelines here are somewhat less restrictive than Zone A in allowing understated, historically appropriate landscaping while still maintaining the overall continuity of the Community.
 - C. Zone C: Areas not easily visible from either the course or a road. Here a homeowner will have greater latitude to use higher maintenance or more formal plantings, including a bluegrass lawn, while still honoring the historical theme and using plants with proven local viability. A small vegetable garden, formal flower beds, and planters are all possible here.

- D. Zone D: Some lots may contain a view corridor where planting would be further limited to vegetation whose mature height would not block a significant view from another home or, in some cases, from a place on the course.
3. Disallowed Landscaping elements include any species recognized by the State of Wyoming as invasive; suburban elements such as Kentucky bluegrass lawns and formal foundation plantings, except as allowed in Zone C above; garden sculpture; exterior ornamentation and banners, historic implements in rock gardens, white or brightly colored rock that differs from the muted or red tones seen in the local landscape; large or moderately large signs; ranch gates.
 4. Irrigation drip systems are encouraged. Underground sprinkler systems are allowed in Zone C and in Zone B of lots 55 through 61. Otherwise, underground sprinkler systems are not allowed, with exceptions which may be allowed by the DRB when necessary for the first few years to insure the establishment of vegetation.
 5. Existing Landscaping elements such as trees, boulders, and bushes should be preserved to the greatest extent possible to maintain the natural setting, and should therefore be carefully integrated into the overall landscape plan.
 6. Utility Lines from the street or common utility corridor to the home shall be underground, and if possible, shall be located under or adjacent to the driveway.
 7. Driveways and Parking Areas shall be between 12' and 16' wide, and shall be hard surfaced, allowing safe movement from garage and parking to street in front of the house. Driveways must be designed to minimize damage to adjacent existing plants and natural landscape such as boulders. Outside parking may be provided for up to two vehicles beyond what is contained on the driveway. Driveways shall slope away from buildings for a minimum of 10 feet at a minimum slope of 2% to reduce the likelihood of surface water entering the structure. The driveway design shall be included and submitted to the DRB for approval with the structure plans to assure elevation of the driveway with relation to the street and house is appropriate.
 8. Retaining walls to contain landscaping are permitted at a height of no greater than 4' above grade. If additional height is required, a step-back such as a horizontal planting area no less than 3' deep must be developed at the base of the next portion of the retaining wall. Concrete retaining walls shall be faced with timbers or stone, and all retaining walls must be designed to resist overturning.
 9. Street addresses and signs indicating home ownership or street address shall be allowed only when constructed of wood or rock which is consistent with the overall design and theme of the community and placed either at ground level or on the structure.
 10. Lot Fences are not allowed between properties, as it is the intention for the landscape to flow naturally from one lot to another.
 11. Fences within a single lot must be approved on a case-by-case basis by the Design Review Board. Such fences should be made of wood and/or stone. No fences shall be constructed of wire, metal, or plastic. No fence is permitted which obstructs proper vision of traffic at road corners or intersections.
 12. Anti-Deer Fences to protect plants and trees may be of dark colored or natural finish wood, metal, or dark colored plastic.

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13. Slope and Drainage at lot lines shall be designed with continuity of the adjacent land or lot. Slope ratios shall be maintained which do not allow sliding of soil materials. Slopes must be planted with natural vegetation that discourages erosion.
14. Excessive Contouring of the natural grade is not allowed, whether for cut or fill. Exposed cut soil shall be re-contoured and planted to minimize the cut appearance. No wholesale removal of vegetation and/or topsoil shall be allowed; only such removal of soil and vegetation as is necessary for the construction of buildings is allowed. Back and sides of buildings should typically require not more than 5' of natural soil and vegetation to be disturbed beyond the exterior of the foundation wall.

E. Required Drawings

1. Site Plan at 1" = 10' scale, or 1/16" = 1'-0" scale with:
 - A. Lot number and street name
 - B. North arrow
 - C. Property lines
 - D. Easement and setback lines
 - E. One or two foot contour intervals or as needed to complete the design accurately
 - F. All exterior dimensions, including dimensions to lot lines on all sides
 - G. Plan of house
 - H. Elevation of basement (if any), main floor, and second floor (if any)
 - I. Plan of garage
 - J. Plan of hard surfaced paths, driveway, parking areas, mechanical equipment and enclosures
2. Landscape Plan at 1" = 10' scale, or 1/16" = 1'-0" scale with:
 - A. All new planting areas indicated
 - B. All new and existing trees indicated
 - C. All new shrubs indicated
 - D. Chart showing specie of new plantings referenced to individual plantings
 - E. Irrigation systems, if any, whether permanent or temporary
3. Floor Plan at either 1/8" = 1' - 0" scale or 1/4" = 1' - 0" scale with:
 - A. Interior and exterior dimensions
 - B. Window and door locations and sizes
4. Elevations at same scale as Floor Plan showing:
 - A. Elevations of every exterior wall of the building
 - B. Roof in elevation including gables, chimneys, etc.
 - C. Indication of all materials
 - D. Heights of roofs, soffits, windows and doors, changes of material, and elevation of floor lines
5. Roof plan at same scale as Floor Plan showing:
 - A. Edge of roof lines
 - B. Ridges, valleys, and slopes
 - C. Dashed line showing exterior walls below

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6. Material samples or descriptions of:
 - A. Siding including colors and finishes
 - B. Window and door trim including colors and finishes
 - C. Roofing including colors and finishes
7. Cross section of building at $\frac{1}{4}'' = 1' - 0''$ scale showing:
 - A. Basic construction of roof, walls, floors, and foundation wall
 - B. Dimensions of the major elements
 - C. Footing and foundation wall reinforcing and dimensions
8. At the end of the construction process, the Owner and/or Contractor shall provide to the Design Review Board accurate record drawings of the location of all underground utilities on the Owner's property.

F. Construction Procedures and Requirements

1. It is the sole responsibility of the Owner and/or Contractor to follow all Federal, State, County, and Town laws and ordinances that pertain to any construction in the Community.
2. Construction of a home or cabin shall commence within 12 months from the date of purchase by the property owner. This construction time requirement shall not apply to those property owners who owned lots prior to April 1, 2007 but shall apply to new owners of these properties in the event the property is sold.
3. Construction time is limited to 12 months from beginning of footing excavation to end of construction, unless specifically extended in advance by the Design Review Board.
4. A landscaping plan shall be integrated into the construction plan and landscaping completion shall be done as the exterior of the structure is completed when possible. Completion of landscaping and planting shall occur no later than 12 months from the date the exterior of the home is substantially completed.
5. It is highly recommended that soil tests be performed by a properly licensed Geotechnical Engineer prior to design of foundations and on-grade slabs. Soils are variable across the Community and in some cases there can be substantial variation across a single building lot. It is also highly recommended that a licensed structural engineer or other appropriate design professional plan all structural elements of any building or structure.
6. Owner and Contractor must have the consent of the Design Review Board and the local Utility Company before conducting any digging or driving stakes, etc. on any ground outside the Owner's immediate property, in order to avoid damage to underground utilities.
7. Natural features (including grasses, bushes, and trees) adjacent to any construction shall be protected with substantial fencing until construction is completed. Every effort shall be made to disturb as little natural adjacent landscape as possible.
8. No construction activity or storage of any kind is allowed beyond the lines of the Owner's lot. This applies even if the adjacent lot or property is vacant or is still in the ownership of the developer.
9. One ground-mounted sign of maximum 3' x 3' size is allowed during the construction period to advertise the general contractor performing the work. No other signs or signs of subcontractors are allowed.

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10. One construction trailer or portable job office may be located on the construction site. This must be removed upon completion of the exterior of the house.
11. A minimum of one enclosed portable chemical toilet is required on site until interior plumbing is completed or until house is completed, depending on Owner's wishes. This toilet shall be serviced no less than once a week by an experienced service company.
12. Trash and other construction debris shall not be allowed to move to adjacent property, and the work site shall be kept clean at all times. Daily cleanup of exposed debris and trash is required.
13. Construction materials may be stored on the building lot for no more than one month prior to their installation. All other materials shall be stored off-site.
14. Construction access and parking shall take place within the lot lines, and shall not be allowed to damage landscape that could be retained at the end of the project.
15. Noise and dust shall be controlled, including the playing of radios, with the intention of not disturbing any of the neighbors.
16. Construction operations that cause a disturbance to neighbors shall normally be limited to 7AM to 6PM Monday through Friday. Weekend and extended hours may be allowed with the consent of the neighbors and the Design Review Board.

G. Required Approval of Builders and Landscapers

1. Construction shall be allowed only when performed by builders (general contractors) approved by the DRB. An approved builders (general contractors) list shall be maintained by the DRB and made available to anyone upon request. Subcontractors of approved builders (including landscapers) shall not require approval when working under the supervision and control of an approved builder.
2. The DRB shall promptly consider all requests for builder approval and either approve or disapprove a builder within 10 days of receipt of a completed application. The application of the builder shall at minimum include (a) a detailed list of building experience, (b) names, addresses and telephone numbers of no less than 4 references who can verify the applicants experience and abilities on similar projects, (c) proof that the builder is bondable in order to guarantee satisfactory performance of the project and (d) a list of not less than 3 building projects completed by the builder which are available for inspection by the DRB at their option. Incomplete applications shall be disapproved.
3. Property owners desiring to function as their own general contractor shall be required to obtain approval as a builder by the DRB but shall not be required to meet requirements (c) and (d) as stated above.
4. Landscapers and other contractors working for property owners (including yard service and maintenance) shall be allowed to perform work on the property only when approved by the DRB. An approved landscaper and contractor list shall be maintained by the DRB and made available to anyone upon request. Property owners may perform regular maintenance and upkeep on property without the requirement of approval as a contractor or landscaper but shall not perform their own landscaping or substantial remodeling without approval of the DRB.

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5. The DRB shall promptly consider all requests for landscaper or contractor approval and either approve or disapprove such within 10 days of receipt of a completed application. The application shall at minimum include (a) a detailed list of relevant experience, (b) names, addresses and telephone numbers of no less than 4 references who can verify the applicants experience and abilities, (c) proof that the applicant carries liability insurance which will cover his activities in the community and (d) a list of not less than 3 projects completed by the applicant which are available for inspection by the DRB at their option. Incomplete applications shall be disapproved.
6. The approval of a builder, landscaper or contractor shall not serve as any type of warranty or guarantee by the DRB to a property owner. Property owners are advised to investigate builders and contractors and make their own determination as to their qualifications and abilities. Property owners are encouraged (but not required) to require performance bonds for builders.
7. All builders, contractors and subcontractors shall maintain liability insurance in an amount not less than \$1,000,000.00 which shall cover their activities on the property and shall provide proof of such insurance to the property owner and/or the DRB upon request.

H. Enforcement and Penalties

1. The provisions of this manual are enforceable as provided in Article X of the Protective Covenants.
2. In addition to the enforcement remedies in the Protective Covenants, penalties may be established and imposed by the DRB for failure to comply with the provisions of this manual.

- End of Design Guideline Manual -

**TOWN OF HULETT CONSENT TO
 AMENDED AND REVISED DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS FOR THE
 DEVILS TOWER GOLF COMMUNITY - PHASE I AND PHASE II**

Upon the request of the Declarant/Developer, the Town of Hulett, Wyoming considered the request for the approval of the preceding Amended and Revised Declaration of Covenants, Conditions and Restrictions for the Devils Tower Golf Community-Phase I and Phase II as signed by the Declarant/Developer on May 31, 2007. The Town Council considered this matter on its regularly scheduled meeting of July 17, 2007 and also reviewed the minutes of the property owners of the Devils Tower Golf Community where a vote of the owners present unanimously approved the Amended and Revised Declaration of Covenants which are presented. The property to which these covenants apply is:

Phase I and Phase II of a community development known as "Devils Tower Golf Community - Phase I" (formerly known as Tower View Estates Subdivision Phase I) and "Devils Tower Golf Community - Phase II" (formerly known as Black Hills Golf Community Phase II) (hereafter collectively referred to as "Subdivision") to the Town of Hulett, Crook County, Wyoming.

After a vote of the Town Council at this meeting, the undersigned were authorized to execute this Consent as requested by the Declarant/Developer with the Town of Hulett stating on the public record that it has not been involved in the drafting or amending of any of these covenants, conditions or restrictions. By approving these amendments the Town of Hulett is only consenting to the actions of the Declarant/Developer as approved by the property owners in said subdivisions which was obtained after notice to all and a meeting. Declarant/Developer has acknowledged by accepting this Consent that the Town of Hulett has had no input on these documents and is consenting only because the existing covenants require its consent. The Declarant/Developer shall be responsible for the filing and costs of filing any and all documents relating to this matter.

IN WITNESS WHEREOF, the undersigned have executed this consent on this 17th day of July, 2007.

TOWN OF HULETT, WYOMING

By: Shawn Tabke, Mayor Attest: Mary Lou McRann
 Shawn Tabke, Mayor Mary Lou McRann, Clerk

STATE OF WYOMING)
) ss.
 COUNTY OF CROOK)

The foregoing was executed and acknowledged before me this 17th day of July, 2007 by Shawn Tabke, who represented to me he was duly authorized to execute the foregoing as Mayor of the Town of Hulett, Wyoming.

Witness my hand and official seal.

Mary Lou McRann
 Notary Public

My Commission Expires: 3/10/2008 