

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ALPINE VILLAGE SUBDIVISION, RESTATED AS AMENDED**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALPINE VILLAGE SUBDIVISION, RESTATED AS AMENDED is made on the _____ day of May, 2012 by the **AVR HOMEOWNERS ASSOCIATION, INC.**, a Wyoming Nonprofit Corporation, hereafter referred to as "Declarant".

WHEREAS, Alpine Village Realty, Inc. filed a Declaration of Covenants, Conditions and Restrictions in the land records of Lincoln County, Wyoming on November 13, 1973, in Book 108 PR at Pages 115 to 137 as Instrument No. 451667, hereafter referred to as the "Declaration"; and

WHEREAS, since the Declaration was filed, the Declaration has been amended six times: (1) on November 8, 1976, as recorded in Book 131 PR at Page 503 as Instrument No. 485605; (2) on July 10, 1978, as recorded in Book 147 PR at Pages 379 and 380 as Instrument No. 510789; (3) on September 2, 1980, as recorded in Book 168 PR at Pages 21 and 22 as Instrument No. 544968; (4) on January 15, 1981, as recorded in Book 172 PR at Pages 1 and 2 as Instrument No. 551420 (although the document as it appears in County records show the Book as "171 PR"); (5) on February 25, 1981, as recorded in Book 173 PR at Page 303 and 304 as Instrument No. 553483, and (6) on November 18, 2010, as recorded in Book 757 at Pages 458 through 460 as Receiving No. 956807; and

WHEREAS, Declarant desires to amend the Declaration for the purposes of clarifying some of its provisions, and also desires to restate the Declaration in full as it has and is herein being amended.

NOW, THEREFORE, Declarant hereby declares that all of the real property described herein shall be held, sold, conveyed encumbered, leased, rented, used, occupied, and improved subject to the following covenants conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property and every part thereof. These covenants conditions, restrictions, and easements shall run with the real property and shall be binding on all of the parties having or acquiring any right, title, or interest in the real property or any part thereof, and shall inure to the benefit of all of the real property and the owners thereof.

ARTICLE I DEFINITIONS

SECTION 1. PROPERTY. "Property" shall mean and refer to that real property described as follows: Alpine Village Subdivision Plats I, II & III, as amended, as recorded in the land records of Lincoln County, Wyoming.

SECTION 2. LOT. "Lot" shall mean and refer to any separate parcel with the Property shown on any recorded subdivision map of the Property, excluding however any Common Areas and roadways. Any townhouse or condominium shall be considered to be a Lot.

SECTION 3. OWNER. "Owner" shall mean and refer to any record owner or contract purchaser of a Lot. When more than one person or entity is the record owner of a Lot, that combination of persons or entities shall together be considered the "Owner". The term "Owner" shall not include any person(s) or entities having only a security interest in a Lot.

SECTION 4. DECLARANT. "Declarant" shall mean and refer to the AVR Homeowners Association, Inc., a Wyoming Nonprofit Corporation, successor in interest of the Alpine Village Realty, Inc.

SECTION 5. ASSOCIATION. "Association" shall mean the AVR Homeowners Association, Inc., a Wyoming Nonprofit Corporation or any successor in interest thereto.

ARTICLE II ANNEXATION OF ADDITIONAL PROPERTY

Declarant may annex hereto additional property in Lincoln County, Wyoming without any Owner's permission. Declarant may designate any property so annexed as Single Family, Multiple Family, Commercial, or Commercial Swing as those areas are defined herein. Any property so annexed shall have the same rights, duties, and obligations as the Property.

ARTICLE III ASSOCIATION

An Association, whose members shall be all Owners, shall have the duties and obligations set forth herein and as provide by law. Each Owner shall have one vote per Lot as a Member of the Association, except that an Owner owning apartments shall be entitled to one vote for each two apartments owned. When more than one person or entity is the Owner, that combination of persons or entities shall together have one vote.

**ARTICLE IV
EASEMENTS**

SECTION 1. EASEMENT RIGHTS. Every Owner shall have the right of ingress and egress on the road easements on the Property, and to the use of any other easements and U.S. Forest Service access areas on the Property. Every Owner shall have the right to install, operate, maintain, repair, and replace underground utilities within the easements on the Property. All such easements shall be appurtenant to all of the Lots and shall pass title with all of the Lots.

SECTION 2. DEDICATION, TRANSFER, AND CONVEYANCE OF EASEMENTS. Declarant shall have the right to dedicate, transfer, and grant title to or easements to all of the easements, roads, and U.S. Forest Service access areas on the Property to any public agency, authority, or utility for such purposes as the Declarant deems, in Declarant's sole discretion, beneficial to the Property as long as the dedication, transfer, or conveyance of title does not unreasonably interfere with the Owners' rights to ingress and egress from Lots, to the Owners' rights to install, operate, maintain, repair, and replace underground utilities therein, and to the Owners' rights of use and enjoyment of the U.S. Forest Service access areas.

**ARTICLE V
ANNUAL ASSESSMENTS**

SECTION 1. ASSESSMENTS AS LIENS ON LOTS. Declarant, for each Lot, and each Owner, hereby covenants and agrees to pay, and each purchaser of each Lot shall hereafter be deemed to covenant and agree to pay, to the Association annual assessments and charges to be established from time to time by the Association. Such annual assessments and charges, together with interest set by the Association from time to time for failure to receive timely payment of those annual assessments and charges, and any collection costs, including attorney's fees, incurred by the Association in collecting annual assessments that are not timely paid, shall be a charge on the Lots against which the annual assessments and charges are made. At least annually, the Association shall cause a lien to be filed in the land records of Lincoln County, Wyoming on any Lot for which annual assessments and charges are unpaid. The lien shall comply with Wyoming law, and shall state the amounts of the assessment or charges that are unpaid, a description of the Lot on which the lien is filed, and the name or names of the Owner of the Lot against which the lien is filed. Unpaid assessments or charges, together with interest, costs, and attorney's fees, shall also be a personal obligation of the person or persons or entity or entities who is / are the Owner of the Lot when the assessment or charge accrues.

SECTION 2. PURPOSES OF ASSESSMENTS. Assessments and charges made by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents living on the Property, and particularly for the improvement and maintenance of the Property, services and facilities

devoted for those purposes and related to the use and enjoyment of the U.S. Forest Service access areas and the homes located on the Property. Assessments and charges will also be used for installation, operation, maintenance, repair and replacement of roads, utility facilities, water facilities, and sewage disposal systems for the Property. Specifically referring to roads, the Association will snowplow and maintain all platted and named streets within Alpine Village. The Association will not snowplow and maintain any interior roads, parking lots or common areas such as might be associated with a business, single or multi-family dwelling, condominium complex or apartment complex.

SECTION 3. AMOUNT OF ANNUAL ASSESSMENTS. The Board of Directors shall set the amount of the annual budget for the next calendar year in advance. Once that amount is established, the annual assessment for each Lot shall be established using the following method: the amount of the annual budget shall be divided by the number of Lots existing on 01 January of the assessment year. The number of Lots shall be determined by the following method: each Lot, condominium unit and townhouse will count as one Lot; if a Lot has apartments on it, the number of apartments will be divided by two and the resulting number will be used as the count for the number of Lots. The amount of the annual budget may be raised each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.,) for the preceding month of July.

SECTION 4. ANNUAL MEETING OF ASSOCIATION. The Association shall meet annually at a place and time determined by the officers of the Association to establish the amount of the annual assessments, charges, and interest to be charged thereon for late payments of those annual assessments and charges for the next calendar year, and to consider all other matters brought for consideration by the Association by any Owner.. At every other annual meeting, the Association shall also elect a President, Vice President, Secretary, and Treasurer who shall have authority to act on behalf of the Association on all matters and to exercise all of the rights, and privileges granted herein to the Association for the next two calendar years. Written notice of the Association's annual meeting shall be sent to every Owner at that Owner's last known address of record in the records of the Association not less than fifteen (15) days before the annual meeting. Owners may either be present at the annual meeting or present by proxy, and the Owners represented at the annual meeting shall constitute a quorum for the conduct of the business of the Association. The annual meeting shall be conducted in accordance with Roberts Rules of Order and with the Articles of Incorporation and Bylaws of the Association.

SECTION 5. UNIFORM RATE FOR ASSESSMENTS AND CHARGES. The Association shall set the annual assessments and charges at a uniform rate for all Lots, except that for Lots with apartments, those Lots shall have one assessment for every two apartments thereon. Annual assessments may be collected by the Association on a monthly or other basis that is convenient, as determined by the Association. Charges may be collected by the Association as those charges are assessed.

SECTION 6. DATES FOR ASSESSMENTS AND CERTIFICATES OF PAYMENT. Annual assessments shall commence on each Lot and shall be a personal obligation on each Owner on the first day of the month following acquisition of a Lot by an Owner. The first annual assessment for any new Owner shall be prorated for the number of months remaining in the calendar year. Annual assessments, charges, and interest to be charged thereon for late payments of those annual assessments and charges for the next calendar year, and the dates on which payments shall be due for the calendar year, shall be set by the Association not less than thirty (30) days prior to the start of the calendar year. Written notice of annual assessments, charges, and interest to be charged thereon for late payments of those annual assessments and charges for the next calendar year shall be provided to each Owner prior to the start of each calendar year. Any Owner whose annual assessments and charges have been paid in full for a calendar year may request a certificate from the Association documenting that that the fees due for a Lot have been paid in full for that calendar year. The association may charge a reasonable fee for the issuance of a paid in full certificate. Any such certificate issued by the Association shall be conclusive evidence that payment of annual assessments and charges for a Lot have been paid.

**ARTICLE VI
PROTECTIVE COVENANTS**

SINGLE FAMILY LOTS

Declarant hereby declares that all of the Lots identified on Schedule A, attached hereto, shall be held, sold, conveyed encumbered, leased, rented, used, occupied, and improved subject to the following covenants conditions, restrictions, and easements, which shall be binding on all of the parties having or acquiring any right, title, or interest in the real property or any part thereof, and shall inure to the benefit of all of the real property and the owners thereof. These covenants conditions, restrictions, and easements may be amended at any time by the vote of a majority of the Owners of the Lots identified on Schedule A. When an Owner is more than one person or entity, the concurrence of all such persons or entities shall be necessary for that Owner to be entitled to vote on such amendment.

SECTION 1. LOT USES AND LOTS SIZES. The Lots shall be used only for single family residential purposes. No buildings shall be erected, altered, placed, or permitted to remain on any Lot other than one single family dwelling, and related outbuildings, such as a garage, a carport, and servants' quarters; provided that all outbuildings shall be of similar exterior design as the single family dwelling. No buildings shall be used for any purposes other than for single family residential purposes. Any Lot may subdivided one (1) time. No Lot created from subdividing shall be less than two (2) acres in area excluding streets and roadways. If any Lot is subdivided in a manner which requires an additional roadway to provide access to any part of the original Lot, the roadway shall be a minimum of sixty feet (60') in width. Any Lot division must also comply with Wyoming law. Notwithstanding any other provisions of the

Declaration, any two (2) acre single family Lot may be divided into two (2) one (1) acre parcels if such lot division occurs as a part of a Master Plan approved by the Board of Commissioners of Lincoln County, Wyoming.

SECTION 2 MINIMUM BUILD SIZE. The ground floor area of the main structure of any building, exclusive of one-story porches, carports, or garages, shall be not less than six hundred (600) square feet.

SECTION 3. EASEMENTS. Easements for the installation, operation, maintenance, repair, and replacement of utilities and drainage facilities are reserved within the roadways and drainage ways shown on the Alpine Village Subdivision Plats I, II & III, as amended, as recorded in the land records of Lincoln County, Wyoming. There is hereby reserved from the rear of each Lot a ten-foot (10') easement for the installation, operation, maintenance, repair, and replacement of utilities and drainage facilities. All utilities must be underground unless a written exception is granted by the Association.

SECTION 4. MAXIMUM BUILDING HEIGHT. No building shall be erected on any Lot that exceeds two and one-half (2 1/2) stories in height above finished grade.

SECTION 5. PROHIBITED STRUCTURES. No structures of a temporary character, such as trailers and tents, shall be permitted on any Lot at any time, either temporarily or permanently. With approval of the Architectural Control Committee, a temporary construction office may be maintained on a Lot while a permanent dwelling is being constructed thereon.

SECTION 6. PROHIBITED USES AND SIGNS. No manufacturing, commercial, or business operations other than arts, crafts, or professions operated solely by family members occupying a single family dwelling shall be conducted on any Lot. No advertising other than a sign approved in writing by the Architectural Control Committee not exceeding fifteen inches (15") by twenty-five inches (25") shall be exhibited on any Lot, except that a sign may be maintained advertising the sale or lease of any Lot, and, with the written approval of the Architectural Control Committee, a sign may be maintained by a contractor only for the period of time that the builder is constructing any building on a Lot. No billboards, unsightly objects or nuisances shall be erected, placed, or maintained on any Lot, and no Lot shall be used in any manner nor for any purpose which may endanger the health of or unreasonably disturb neighboring Owners.

SECTION 7. BUILDING SETBACKS. No building shall be erected on any Lot nearer than twenty feet (20') to the front line of any Lot, or nearer than fifteen feet (15') nearer to any rear line of any Lot, and no building shall be built nearer than twenty feet (20') to any Lot line that abuts any drainage ways shown on the Alpine Village Subdivision Plats I, II & III, as amended, as recorded in the land records of Lincoln County, Wyoming. Notwithstanding the above prohibitions, the Owners of two

contiguous Lots may erect dwelling units, whether attached or detached, without regard to the common side or rear Lot lines of their Lots as long as the resulting density of use does not exceed the density of use that would result from the construction of a single family dwelling on each Lot, as long as the twenty-foot (20') set back from the front line of any Lot is maintained, as long as such construction is not closer than fifteen feet (15') to any other abutting Lot not owned by the two Owners, and as long as the two Owners obtain the approvals of any governmental entities or utility companies having interests in easements if such construction would be within an easement or easements. No such dwellings shall be built, however, over easements for pedestrian rights-of-way as shown on the Alpine Village Subdivision Plats I, II & III, as amended, as recorded in the land records of Lincoln County, Wyoming. Where the topography of, shape of, or location of the property lines of any Lot, or the configuration of existing structures, or a combination thereof, would prevent the otherwise allowable construction of permitted structures, including fences and walls within any set back requirements, the Architectural Control Committee may in writing authorize a variation from set back requirements.

SECTION 8. ADDITIONAL PROHIBITED USES. No gas or oil drilling, mining, and no gravel or quarry operation of any kind is permitted on any Lot without the written permission of the Association. No offensive activity or condition shall be created or permitted to exist on any Lot that affect an adjacent Owner. All trash and waste shall be kept in sanitary containers unless the Association authorizes a variation from that requirement in writing, which variation cannot be approved if such approval would create an annoyance or nuisance to any adjacent Owner.

SECTION 9. ANIMALS. No animals, other than ordinary household pets commonly maintained in a residence shall be permitted. No pets shall be bred or maintained for commercial purposes. If a Lot is not less than two and one-half (2 1/2) acres, that Owner may keep thereon up to four (4) horses as household pets, provided, however, that no horses may be kept for commercial purposes. The Owner of such a Lot may, with the written approval of the Architectural Control Committee, erect a stable or barn and corrals thereon, except that no stable, barn or corral shall be located less than fifty (50) feet from any Lot line.

SECTION 10. WATER SYSTEMS. Individual water supply wells may be drilled and water storage and handling systems may be constructed upon any Lot, provided, however, that no elevated gravity flow storage system may be constructed with the written approval of the Architectural Control Committee. All wells and water storage and handling systems shall be screened from view of neighboring Lots by plantings or buildings. All wells and water systems shall comply with all State of Wyoming and Lincoln County standards applicable to such wells and water systems.

SECTION 11. ARCHITECTURAL REVIEW. In order to ensure a first class development in harmony with the surrounding areas and in furtherance of good design and land planning on the Property, no building or fence shall be erected, placed, or altered on any Lot without the written approval of the Architectural Control Committee. Any Owner desiring to erect a building or buildings shall submit to the Architectural

Control Committee architectural and construction exhibits, including but not limited to detailed construction plans and specifications showing the quality of workmanship and materials, the exterior design and color scheme, and the location of the proposed building or buildings on the Lot, the existing topography and proposed finished grade elevations for the Lot, and the proposed landscaping for the Lot. Any Owner desiring to erect a fence shall submit to the Architectural Control Committee plans showing the location, materials, and height of the proposed fence.

SECTION 12. LOT ACCESS. When a Lot is bounded by more than one (1) public street, no ingress or egress shall be permitted from that Lot and the wider of the public streets without the written approval of the Architectural Control Committee.

SECTION 13. ARCHITECTURAL CONTROL COMMITTEE. The Association shall annually appoint an Architectural Control Committee that shall be made up of not less than three (3) Owners to provide the reviews and approvals provided for herein. The Architectural Control Committee shall establish rules and regulations for conducting the reviews and approvals.

SECTION 14. REQUIREMENTS FOR APPROVALS / DISAPPROVALS. Any approval or disapproval required herein shall be provided in writing. If any approval or disapproval from the Association or the Architectural Control Committee required herein is not forthcoming within thirty (30) days after submission of information or plans and specifications required herein, or if a law suit enjoining construction has not been commenced prior to completion of the action or the construction of any improvement, then approval shall not be required and it shall be deemed that the action or construction has been completed in accordance with the requirements set forth herein.

SECTION 15. LEGAL ACTIONS TO ENFORCE COVENANTS AND RESTRICTIONS. If any Owner violates any of the foregoing covenants or restrictions, then the Association or any Owner may seek to enjoin or abate any such violation by an action at law or in equity. The prevailing party in any such action shall recover costs incurred together with reasonable attorneys' fees.

SECTION 16. SEWAGE DISPOSAL SYSTEMS. Prior to the installation of an individual sewage disposal system, such as a septic tank or a treatment plant, the proposed plans therefore must be submitted to the Association for review and approval in writing. All individual sewage disposal systems shall comply with all State of Wyoming and Lincoln County standards applicable to such sewage disposal systems.

SECTION 17. HEIGHT LIMITATION. No building or structure shall be constructed on any Lot to a height greater than thirty-five feet (35') from existing grade without the written approval of the Architectural Control Committee.

SECTION 18. SEVERABILITY. If one or more of the provisions, covenants, conditions, and restrictions contained herein are determined by any court of competent

jurisdiction to be null and void, all remaining provisions, covenants, conditions, and restrictions shall continue unimpaired and remain in full force and effect.

MULTIPLE FAMILY LOTS

Declarant hereby declares that all of the Lots identified on Schedule B, attached hereto, shall be held, sold, conveyed encumbered, leased, rented, used, occupied, and improved subject to the following covenants conditions, restrictions, and easements, which shall be binding on all of the parties having or acquiring any right, title, or interest in the real property or any part thereof, and shall inure to the benefit of all of the real property and the owners thereof. These covenants conditions, restrictions, and easements may be amended at any time by the vote of a majority of the Owners of the Lots identified on Schedule B. When an Owner is more than one person or entity, the concurrence of all such persons or entities shall be necessary for that Owner to be entitled to vote on such amendment.

SECTION 1. BUILDINGS ALLOWED. Apartments, multiple family dwellings, duplexes, single family dwellings, and related out buildings, such as garages, carports, and accessory buildings shall be allowed on the Lots. No other types of buildings shall be erected, altered, placed, or permitted to remain on any Lot. No structures of a temporary character, such as trailers and tents, shall be permitted on any Lot at any time, either temporarily or permanently. With approval of the Architectural Control Committee, a temporary construction office may be maintained on a Lot while a permanent dwelling is being constructed thereon.

SECTION 2. PROHIBITED USES AND SIGNS. No manufacturing, commercial, or business operations other than arts, crafts, or professions operated solely by family members occupying a dwelling shall be conducted on any Lot, except that a structure with twenty thousand (20,000) or more square feet of residential living space may in addition thereto contain commercial space. No advertising signs shall be exhibited on any structure, except that a sign may be maintained advertising the sale or lease of any dwelling or structure.

SECTION 3. EASEMENTS. Easements for the installation, operation, maintenance, repair, and replacement of utilities and drainage facilities are reserved within the roadways and drainage ways shown on the Alpine Village Subdivision Plats I, II & III, as amended, as recorded in the land records of Lincoln County, Wyoming. There is hereby reserved from the rear of each Lot a fifteen-foot (15') easement for the installation, operation, maintenance, repair, and replacement of utilities and drainage facilities. All utilities must be underground unless a written exception is granted by the Association.

SECTION 4. CONSTRUCTION TO AVOID TRAFFIC HAZARDS. No building, structure, wall, fence, or planting shall be constructed, maintained, placed, or allowed on any Lot that will, in the opinion of the Architectural Control Committee, create a traffic hazard. For any Lot developed for multiple family use that has street

access on two opposite sides, the Owner shall construct and maintain as a part of development a fence, wall, or similar suitable barrier at the property line adjoining the major street and all access shall be from a parallel street. Pedestrian access will be permitted by an opening in the fence or wall or similar suitable structure. Vehicular traffic access may be permitted through the granting by the Architectural Control Committee of a variance upon a finding by such access will not create a traffic hazard.

SECTION 5. ADDITIONAL PROHIBITED USES. No gas or oil drilling, mining, and no gravel or quarry operation of any kind is permitted on any Lot without the written permission of the Association. No offensive activity or condition shall be created or permitted to exist on any Lot that affect an adjacent Owner. All trash and waste shall be kept in sanitary containers unless the Association authorizes a variation from that requirement in writing, which variation cannot be approved if such approval would create an annoyance or nuisance to any adjacent Owner.

SECTION 6. ANIMALS. No animals, other than ordinary household pets commonly maintained in a residence shall be permitted. No pets shall be bred or maintained for commercial purposes. If a Lot is not less than two and one-half (2 1/2) acres, that Owner may keep thereon up to four (4) horses as household pets, provided, however, that no horses may be kept for commercial purposes. The Owner of such a Lot may, with the written approval of the Architectural Control Committee, erect a stable or barn and corrals thereon, except that no stable, barn or corral shall be located less than fifty (50) feet from any Lot line.

SECTION 7. WATER SYSTEMS. Individual water supply wells may be drilled and water storage and handling systems may be constructed upon any Lot. Water from any well shall only be used for the Lot on which the well is located. No elevated gravity flow storage system may be constructed on any Lot. All wells and water storage and handling systems shall be screened from view of neighboring Lots by plantings or buildings. All wells and water systems shall comply with all State of Wyoming and Lincoln County standards applicable to such wells and water systems.

SECTION 8. SEWAGE DISPOSAL SYSTEMS. Prior to the installation of an individual sewage disposal system, such as a septic tank or a treatment plant, the proposed plans therefore must be submitted to the Association for review and approval in writing. All individual sewage disposal systems shall comply with all State of Wyoming and Lincoln County standards applicable to such sewage disposal systems. When a public sewer system connection is available for a Lot, the Owner shall connect to that public sewer system rather construct an individual sewage disposal system.

SECTION 9. ARCHITECTURAL REVIEW. In order to ensure a first class development in harmony with the surrounding areas and in furtherance of good design and land planning on the Property, no building or fence shall be erected, placed, or altered on any Lot without the written approval of the Architectural Control Committee. Any Owner desiring to erect a building or buildings shall submit to the Architectural Control Committee architectural and construction exhibits, including but not limited to

detailed construction plans and specifications showing the quality of workmanship and materials, the exterior design and color scheme, and the location of the proposed building or buildings on the Lot, the existing topography and proposed finished grade elevations for the Lot, and the proposed landscaping for the Lot. Any Owner desiring to erect a fence shall submit to the Architectural Control Committee plans showing the location, materials, and height of the proposed fence. A building site may include more than one (1) Lot and may include portions of Lots as long as the Lots or Lot portions are contiguous. The combined ground floor area of all buildings constructed on a building site, exclusive of open porches, open park ways, carports, and open service areas shall not exceed twenty-five percent (25%) of the area designated as the building site. The maximum habitable floor area (which is the total area of all living quarters permitted to be developed on any building site) shall be determined as follows: The ratios of maximum habitable floor area to the building site shall not exceed thirty-five percent (35%) for any building site of ten thousand (10,000) square feet; the ratio shall increase by the straight line method proportionately to a maximum of forty-nine percent (49%) for a building site of one hundred forty thousand (140,000) square feet or more. Minimum car storage shall be one (1) parking space for each bedroom within the building site. The Architectural Control Committee may grant variances to these ratios; provided, however, that no building shall be located on any Lot nearer than twenty feet (20') feet from the front Lot line.

SECTION 10. LOT ACCESS. When a Lot is bounded by more than one (1) public street, no ingress or egress shall be permitted from that Lot and the wider of the public streets without the written approval of the Architectural Control Committee.

SECTION 11. SINGLE FAMILY DWELLINGS ALLOWED. If an Owner desires to construct a single family dwellings on a Lot, the Owner may do so. If a Multiple Family Lot is developed as a Single Family Lot, then the provisions of this Declaration governing Single Family Lots shall apply to such development. The provisions of Section 9 regarding combined ground floor area of all buildings constructed on a building site shall not apply to construction of single family dwellings.

SECTION 12. ARCHITECTURAL CONTROL COMMITTEE. The Association shall annually appoint an Architectural Control Committee that shall be made up of not less than three (3) Owners to provide the reviews and approvals provided for herein. The Architectural Control Committee shall establish rules and regulations for conducting the reviews and approvals.

SECTION 13. REQUIREMENTS FOR APPROVALS / DISAPPROVALS. Any approval or disapproval required herein shall be provided in writing. If any approval or disapproval from the Association or the Architectural Control Committee required herein is not forthcoming within thirty (30) days after submission of information or plans and specifications required herein, or if a law suit enjoining construction has not been commenced prior to completion of the action or the construction of any improvement, then approval shall not be required and it shall be deemed that the action or construction has been completed in accordance with the requirements set forth herein.

SECTION 14. MINIMUM LOT SIZE. Any Lot may subdivided one (1) time. No Lot created from subdividing shall be less than two (2) acres in area excluding streets and roadways. If any Lot is subdivided in a manner which requires an additional roadway to provide access to any part of the original Lot, the roadway shall be a minimum of sixty feet (60') in width. Any Lot division must also comply with Wyoming law. Notwithstanding any other provisions of this Declaration, any two (2) acre multifamily lot may be divided into two (2) one (1) acre parcels if such lot division occurs as a part of a Master Plan approved by the Board of Commissioners of Lincoln County, Wyoming.

SECTION 15. LEGAL ACTIONS TO ENFORCE COVENANTS AND RESTRICTIONS. If any Owner violates any of the foregoing covenants or restrictions, then the Association or any Owner may seek to enjoin or abate any such violation by an action at law or in equity. The prevailing party in any such action shall recover costs incurred together with reasonable attorneys' fees.

SECTION 16. LOTS ABUTTING LOT 92. Owners of Lots abutting Lot 92, which contains the airport runway, may construct airplane hangars and airplane tie-downs for use of the occupants of those Lots. No buildings, structures, or fences may be constructed, maintained, placed, or allowed within fifty feet (50') of common lot line of Lot 92. No fences parallel to Lot 92 on Lots abutting Lot 92 shall be built higher than two and one-half feet (2 1/2') above the level of the airport run way.

SECTION 17. SEVERABILITY. If one or more of the provisions, covenants, conditions, and restrictions contained herein are determined by any court of competent jurisdiction to be null and void, all remaining provisions, covenants, conditions, and restrictions shall continue unimpaired and remain in full force and effect.

COMMERCIAL AND COMMERCIAL-SWING LOTS

Declarant hereby declares that all of the Lots identified on Schedule C, attached hereto, shall be held, sold, conveyed encumbered, leased, rented, used, occupied, and improved subject to the following covenants conditions, restrictions, and easements, which shall be binding on all of the parties having or acquiring any right, title, or interest in the real property or any part thereof, and shall inure to the benefit of all of the real property and the owners thereof. These covenants conditions, restrictions, and easements may be amended at any time by the vote of a majority of the Owners of the Lots identified on Schedule C. When an Owner is more than one person or entity, the concurrence of all such persons or entities shall be necessary for that Owner to be entitled to vote on such amendment.

SECTION 1. PROHIBITED ACTIVITIES. No commercial business activity shall be permitted or conducted on a Lot that causes an unsightly appearance or produces offensive sounds, vibrations, glares, heat, noxious or offensive odors, wastes, or smoke.

SECTION 2. LOT USES ALLOWED. Lots and structures thereon shall be used for commercial, social, cultural, educational, and civic activities. Lots may also be developed for multiple family and single family dwellings. If Lots are developed for multiple family or single family dwellings, then the provisions of this Declaration governing Multiple Family Lots, or Single family Lots, as applicable, shall apply to such development.

SECTION 3. EASEMENTS. Easements for the installation, operation, maintenance, repair, and replacement of utilities and drainage facilities are reserved within the roadways and drainage ways shown on the Alpine Village Subdivision Plats I, II & III, as amended, as recorded in the land records of Lincoln County, Wyoming. There is hereby reserved from the rear of each Lot a fifteen-foot (15') easement for the installation, operation, maintenance, repair, and replacement of utilities and drainage facilities. All utilities must be underground unless a written exception is granted by the Association.

SECTION 4. ARCHITECTURAL REVIEW. In order to ensure a first class development in harmony with the surrounding areas and in furtherance of good design and land planning on the Property, no building or fence shall be erected, placed, or altered on any Lot without the written approval of the Architectural Control Committee. Any Owner desiring to erect a building or buildings shall submit to the Architectural Control Committee architectural and construction exhibits, including but not limited to detailed construction plans and specifications showing the quality of workmanship and materials, the exterior design and color scheme, and the location of the proposed building or buildings on the Lot, the existing topography and proposed finished grade elevations for the Lot, and the proposed landscaping for the Lot. Any Owner desiring to erect a fence shall submit to the Architectural Control Committee plans showing the location, materials, and height of the proposed fence. No outdoor sign shall be affixed to or painted on building walls, roof, or other structures on Lots unless the size, color scheme, design, location, and lighting have been approved in writing by the Association or the Architectural Control Committee. The Association may consider obstructions of road intersection sight lines, traffic hazards, and the free movement of traffic from one parking area to other parking areas on adjacent Lots without the necessity of entering onto roads when reviewing plans and specifications for proposed construction on Lots.

SECTION 5. LIMITATION ON BUILDING SIZE. No buildings or structures shall be constructed on any Lot or group of contiguous Lots that have a combined floor area that exceeds one (1) square foot for each two (2) square feet of parking area on that Lot or Lots.

SECTION 6. ADDITIONAL PROHIBITED USES. No gas or oil drilling, mining, and no gravel or quarry operation of any kind is permitted on any Lot without the written permission of the Association. No offensive activity or condition shall be created or permitted to exist on any Lot that affect an adjacent Owner. All trash and waste shall be kept in sanitary containers unless the Association authorizes a variation from that

requirement in writing, which variation cannot be approved if such approval would create an annoyance or nuisance to any adjacent Owner.

SECTION 7. ANIMALS. No animals, other than ordinary household pets commonly maintained in a residence shall be permitted. No pets shall be bred or maintained for commercial purposes. If a Lot is not less than two and one-half (2 1/2) acres, that Owner may keep thereon up to four (4) horses as household pets, provided, however, that no horses may be kept for commercial purposes. The Owner of such a Lot may, with the written approval of the Architectural Control Committee, erect a stable or barn and corrals thereon, except that no stable, barn or corral shall be located less than fifty (50) feet from any Lot line.

SECTION 8. WATER SYSTEMS. Individual water supply wells may be drilled and water storage and handling systems may be constructed upon any Lot. Water from any well shall only be used for the Lot on which the well is located. No elevated gravity flow storage system may be constructed on any Lot. All wells and water storage and handling systems shall be screened from view of neighboring Lots by plantings or buildings. All wells and water systems shall comply with all State of Wyoming and Lincoln County standards applicable to such wells and water systems.

SECTION 9. SEWAGE DISPOSAL SYSTEMS. Prior to the installation of an individual sewage disposal system, such as a septic tank or a treatment plant, the proposed plans therefore must be submitted to the Association for review and approval in writing. All individual sewage disposal systems shall comply with all State of Wyoming and Lincoln County standards applicable to such sewage disposal systems. When a public sewer system connection is available for a Lot, the Owner shall connect to that public sewer system rather construct an individual sewage disposal system.

SECTION 10. ARCHITECTURAL CONTROL COMMITTEE. The Association shall annually appoint an Architectural Control Committee that shall be made up of not less than three (3) Owners to provide the reviews and approvals provided for herein. The Architectural Control Committee shall establish rules and regulations for conducting the reviews and approvals.

SECTION 11. REQUIREMENTS FOR APPROVALS / DISAPPROVALS. Any approval or disapproval required herein shall be provided in writing. If any approval or disapproval from the Association or the Architectural Control Committee required herein is not forthcoming within thirty (30) days after submission of information or plans and specifications required herein, or if a law suit enjoining construction has not been commenced prior to completion of the action or the construction of any improvement, then approval shall not be required and it shall be deemed that the action or construction has been completed in accordance with the requirements set forth herein.

SECTION 12. LEGAL ACTIONS TO ENFORCE COVENANTS AND RESTRICTIONS. If any Owner violates any of the foregoing covenants or restrictions, then the Association or any Owner may seek to enjoin or abate any such violation by an

action at law or in equity. The prevailing party in any such action shall recover costs incurred together with reasonable attorneys' fees.

SECTION 13. HEIGHT LIMITATION. No building or structure shall be constructed on any Lot to a height greater than thirty-five feet (35') from existing grade without the written approval of the Architectural Control Committee.

SECTION 14. ROAD SET BACK. No buildings or structures shall be built nearer than fifty feet (50') from any road or highway.

SECTION 15. SEVERABILITY. If one or more of the provisions, covenants, conditions, and restrictions contained herein are determined by any court of competent jurisdiction to be null and void, all remaining provisions, covenants, conditions, and restrictions shall continue unimpaired and remain in full force and effect.

GENERAL PROVISIONS

A. ADDITIONAL RESTRICTION FOR LOTS ABUTTING LOT 92. No buildings or structures except fences may be constructed, maintained, placed, or allowed within fifty feet (50') of common lot line of Lot 92. The fifty foot (50') area on each Lot shall be a clear zone which may be used for snow removal by the Owner of Lot 92. No fences parallel to Lot 92 on Lots abutting Lot 92 shall be built higher than two and one-half feet (2 1/2') above the level of the airport run way.

B. ADDITIONAL ALLOWED USES. The Association may allow any Lot to be used for religious, educational, school, golf course, boating, tennis, and recreational purposes.

C. METAL ROOFING. No reflective metal roofing shall be used on any building or structure without the written approval of the Association or the Architectural Control Committee.

D. AIRPLANE HANGARS ALLOWED. The Owners of any Lot abutting Lot 92, plus Lot 50, may construct airplane hangars with the written approval of the Architectural Control Committee.

E. U.S. FOREST SERVICE ACCESS AREAS. All U.S. Forest Service access areas shall be maintained and controlled by the Association and the manner of use of said access areas shall be established so that all Owners shall have reasonable access.

F. COMMON AREA USES ALLOWED. The Association may establish water or sewage facilities to be used by some or all Owners on any Common Areas.

G. DELETED.

H. LIGHTING. The Association shall have the right to regulate outside and street lights on the Property.

I. TRAILER HOUSES. Trailer houses can be maintained only on Lots 58, 59, and 60.

J. SUPERIOR PROVISIONS. These General Provisions shall be superior to any other provisions of this Declaration.

K. DECLARATION BINDING. This Declaration shall be binding on Alpine Village Subdivision Plats I, II & III, as amended, as recorded in the land records of Lincoln County, Wyoming.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this _____ day of May, 2011.

AVR HOMEOWNERS ASSOCIATION, INC.,
a Wyoming Nonprofit Corporation

BY: _____
REX DOORNBOS
PRESIDENT

ATTEST: _____
MIKE STEVENS
SECRETARY

STATE OF WYOMING)
) SS.
COUNTY OF LINCOLN)

ACKNOWLEDGED before me by _____, as
President of the AVR Homeowners Association, Inc., a Wyoming Nonprofit Corporation,
this _____ day of May, 2011.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission expires: _____

SCHEDULE A

SINGLE FAMILY LOTS

Plat I

5, 6, 7, 14(1-5), 15, 16(1-5), 18, 19, 107

Plat II

22, 76, 77, 95,100, 103, 105, 106, 116, 117, 118, 119, 121, 122, 128, 129, 130, 131, 133,
134

Plat III

54(both), 55(both), 56(both), 57, 59, 60(both), 61, 62, 68(both), 72, 73

SCHEDULE B

MULTIPLE FAMILY LOTS

Plat I

8

Plat II

1, 2, 28(both), 29, 30(both), 31, 32, 33(both), 34, 35(both), 36, 45(both), 46, 48(1-8),
49(both), 74, 75, 79, 83, 89, 91(1-4), 92, 93(1-3), 94(1-7), 107, 119, 120

Plat III

63, 66(both), 89, 90

SCHEDULE C

COMMERCIAL LOTS

Plat I

1, 2, 3, 4, 9, 10, 11, 12, 13(both)

Plat II

40, 41, 50(all 3), 80, 81, 114, 115

Plat III

53(both), 58(both), 70, 91, 92, 93, 94, 95(both), 96