



**THIRD AMENDMENT AND COMPLETE RESTATEMENT
OF THE
ALPINE AIRPARK ASSOCIATION DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, EASEMENTS, LIENS AND CHARGES**

THIS THIRD AMENDMENT AND COMPLETE RESTATEMENT OF THE ALPINE AIRPARK ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, LIENS AND CHARGES is made effective October 9, 2017.

WHEREAS, WJW Holdings WY, LLC, a Wyoming limited liability company, and WJW Holdings, LLLP, a North Dakota limited liability limited partnership, the Developer, has delegated to the Alpine Airpark Association, Inc., hereinafter referred to as the "Association", the rights under Paragraph 5, Article VII of the First Amendment and Complete Restatement of the Alpine Airpark Association Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges; and

WHEREAS, as a part of said delegation, in Paragraph 7.05 of the Second Amendment and Complete Restatement of the Alpine Airpark Declaration, the Developer has authorized the Board of the Association to amend the Second Amendment and Complete Restatement of the Alpine Airpark Association Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges for a period of one (1) year from the date the Developer has delegated such rights.

NOW, THEREFORE, acting through its Board, the Association, hereinafter referred to as the "Developer", amends the Second Amendment and Complete Restatement of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges as follows:

The Developer, desiring to provide for the preservation of the values and amenities of the property described in Article II of this Declaration, hereinafter called the "Property", makes the following declarations:

A. The Developer is the owner of certain real property, hereinafter called the "Property", situated in Lincoln County, Wyoming, which is being used as a semi-private airstrip known as the "Alpine Airpark";

B. The Developer is also the owner of certain real property that is adjacent to the Alpine Airpark, and such property is being developed for residential use by pilots, aviation enthusiasts and others;

C. The Developer desires to establish for its own benefit and for the mutual benefit of all future Members of the Alpine Airpark Association, and others, certain easements and rights in, over and upon Developer's property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof;

D. The Developer desires and intends that the Alpine Airpark Association and its Members, occupants and all other persons hereafter acquiring any interest in the Alpine Airpark Association shall at all times enjoy the benefits of, and shall hold their interests subject to, the rights, easements, privileges and restrictions hereinafter set forth, all of which shall run with the land and be binding upon the Property and all parties having or acquiring any right, title or interest in or to the Property, or any part thereof, and shall inure to the benefit of each owner thereof, and all of which are declared to be in furtherance of a plan to promote and protect the cooperative use, conduct and maintenance of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof; and

E. To this end, the Property is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges set forth in this Declaration, each and all of which is and are for the benefit of the Property and each Owner. These covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the properties herein described or any part thereof, and shall inure to the benefit of each Owner thereof.

NOW, THEREFORE, Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, reservations, easements, liens and charges (sometimes referred to as "covenants and restrictions") set forth in this Declaration.

ARTICLE I DEFINITIONS

The following words, when used in this Declaration and the Association Documents shall have the following meanings:

1.01 "Aeronautical Activity" shall mean any activity or service which involves, makes possible, or is required for the operation of Aircraft, or contributes to, or is required for, the safety of such operations.

1.02 "Aircraft" shall mean any vehicle or device that is used or intended to be used for flight in the air.

1.03 "Airpark" shall mean the Alpine Airpark, including the Runway, Taxiway, Common Area, Lots, the Property and other real property subject to this Declaration.

1.04 "Airplane" shall mean an engine-driven fixed wing Aircraft heavier than air, that is supported in flight by the dynamic reaction of the airflow over the wings.

1.05 "Airport" shall mean and has reference to all of the Airpark facilities located at Alpine Airpark, Alpine, Wyoming as now existing or as may hereafter be expanded and developed.

1.06 "Airport Manager" shall mean the duly appointed manager of Alpine Airpark, Alpine, Wyoming. The Board of Directors of the Alpine Airpark Association has the authority to, but is not required to, appoint an Airport Manager.

1.07 "Air Traffic" shall mean Aircraft in operation anywhere in the airspace within four (4) nautical miles of the Airport and on or in any Movement Area as defined.

1.08 "Aircraft Operation" shall mean an Aircraft arrival at or departure from the Airport or any Aircraft operating as Air Traffic.

1.09 "Association" shall mean the Alpine Airpark Association, Inc., a Wyoming nonprofit corporation, its successors and assigns.

1.10 "Association Documents" shall mean, collectively, in the most recent amended form, the three (3) documents set forth in this Declaration governing the Alpine Airpark Association: (1) the Declaration; (2) the Bylaws; and (3) the Association Rules and Regulations.

1.11 "Association Rules" shall mean the "Association Rules and Regulations".

1.12 "Board" shall mean the Board of Directors of the Association.

1.13 "Building Plot" shall mean and consist of one or more Lots or one Lot and a portion or portions of adjacent Lots which have the same Owner.

1.14 "Commercial Activity" shall mean the conduct of any aspect of a business or concession for revenue purposes. Such activity shall be considered commercial activity regardless of whether the business is nonprofit, charitable, or tax-exempt as long as revenues are taken.

1.15 "Common Area" shall mean those areas identified on any plat of the Property for use by more than one Owner, including the Runway and Taxiways.

1.16 "Developer", which originally meant and referred to WJW Holdings WY, LLC, a Wyoming limited liability company, and WJW Holdings, LLLP, a North Dakota limited liability limited partnership, its successors and assigns, if any successors or assigns shall acquire a majority of the undeveloped Lots for the purpose of development, shall, in this Third Amendment, mean and refer to the Association.

1.17 "FAA" shall mean the Federal Aviation Administration, an agency of the United States of America or any foreign governmental authority having jurisdiction over Civil Aviation in the Country of Registry.

1.18 "Family" shall mean one or more persons living in a residential building as a single housekeeping unit and shall exclude a group or groups of persons where three (3) or more persons thereof are not related by blood, adoption, or marriage. If the Member is an entity, it must comply with the Family definition.

1.19 "Flying Club" shall mean ownership of an Aircraft with more than five (5) owners or any group owned Aircraft where the ownerships change regularly.

1.20 "Fixed Base Operation" shall mean an area on the Airpark, managed for the Sale or Resale of fuel of any type, rental of; hangars, aircraft, tie down space, or vehicle parking space, all of which may or may not incorporate an Operator.

1.21 "Fixed Base Operator" shall mean a person, firm, or corporation engaging in any of the following: (a) Aircraft fuel sales and or the sales, service, exchange, renting, and leasing of: (1) new and used Aircraft; or (2) aircraft parts, accessories, and hardware; (b) the repair, overhaul, maintenance and modification of general aviation Aircraft and/or Aircraft equipment under the provisions of an FAA approved repair station; (c) the provision of FAA approved pilot flight and ground school training; and (d) charter flight services which may include aerial photography, map making and crop dusting services.

1.22 "Fuel Handling" shall mean the transportation, delivery, fueling, storage and drainage of fuel or fuel waste products.

1.23 "Fuel Handling Area" shall mean and include any portion of the Airport designated temporarily or permanently by the Board as areas in which gasoline or any other type of fuel may be stored or loaded.

1.24 "Guest Privileges" shall mean the right of any Member's guest to land, takeoff and store Aircraft at the Airport on a transient basis, subject to the Association regulations, for a defined period of time approved by the Board.

1.25 "Hazardous Substance" shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any federal or state statutes or regulations and any and all of those substances included within the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "hazardous chemical substance or mixture", "imminently hazardous chemical substance or mixture", "toxic substances", "hazardous air pollutant", "toxic pollutant" or "solid waste" in any federal or state statutes or regulations, including without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) any petroleum products or fractions thereof, (iii) asbestos, (iv) polychlorinated biphenyls, (v) flammable explosives, (vi) urea formaldehyde, and (vii) radioactive materials and waste.

1.26 "Lot" shall mean and refer to any lot, condominium unit or plot of land shown upon any recorded plat of the Property. If a Lot as shown on a plat or a portion thereof, is added to an adjacent Lot, then the same shall be considered as one Lot for purposes of this Declaration.

1.27 "Maintenance" shall mean minor or preventive maintenance of an Aircraft or any component thereof which does not involve the assembly or disassembly of a significant component of the Aircraft and which can be lawfully performed by an Aircraft owner (without applicable license) or as provided by FAA Regulations.

1.28 "Member" shall mean any Member of the Association.

1.29 "Motor Vehicle" shall mean a car, van, truck, recreational vehicle, motor home, motorcycle, all-terrain vehicle, utility vehicle, pickup truck, golf cart or other gas or electric powered vehicle.

1.30 "Movement Area" shall mean the runway, taxiways, grass areas between the fence lines, their extended lines, all common with the established Hold Short Lines, and other areas of the Airport, which are used for taxiing takeoff, and landing of Aircraft, exclusive of loading ramps and parking areas.

1.31 "Operational Hangar" shall mean any substantially complete structure, with an operational hangar door capable of sheltering aircraft and providing an improved hard surface access to a Taxiway or Runway.

1.32 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

1.33 "Period of Developer Control" shall mean that period of time commencing with the execution of this Declaration and terminating when the Developer decides to divest itself of responsibility for Architectural Control.

1.34 "Person" shall mean an individual, firm, partnership, corporation, company, association, joint stock association, or governmental entity. It shall include a trustee, receiver, an assignee, or similar representative of any of them.

1.35 "Property" shall mean that real property described more specifically in Article II of this Declaration.

1.36 "Public Area" shall mean those areas normally used by the public including, but not limited to, structures and devices such as runways, taxiway, roadways and terminal facilities.

1.37 "Residential Unit" shall mean any dwelling structure located upon a Lot used for residential purposes.

1.38 "Architectural Review Committee" shall mean the Alpine Airpark Architectural Review Committee established pursuant to Article III.

1.39 "Runway" shall mean the improved surface located on Lot 156 of Alpine Village Subdivision No. 1, Plat 2, Amended, 31st Filing, Lincoln County, Wyoming, and any future real property intended for runway use.

1.40 "Taxiway" shall mean any improved surface located on any Lot or Common Area within the Airpark intended for use by aircraft to access a Runway.

1.41 "Town" shall mean the Town of Alpine, Wyoming.

1.42 "Transient Aircraft" shall mean any Aircraft not permanently based at the Airport.

1.43 "Vehicle Parking Area" shall mean and include any portion of the Airport designated by the Board for the parking of a vehicle.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The Property, which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is described as follows:

2.01 The parcels of real properties comprising the Property, identified in the Declaration that was recorded in the land records of Lincoln County, Wyoming on

January 31, 2007 in Book 647 at Page 632 as Receiving No. 926439:

- a. Lot 78 Alpine Village Subdivision No. 1, Plat 2, Amended, 4th Filing, Lincoln County, Wyoming, according to that plat recorded in the Office of the County Clerk, Lincoln County, Wyoming.
- b. Lots 90 and 91, Alpine Village Subdivision No. 1, Plat 2, Amended, 9th Filing, Lincoln County, Wyoming.
- c. The Northeasterly 235 Feet of Lot 25, Alpine Village Subdivision No. 1, Plat 2, Amended, according to that plat of record in the office of the Lincoln County Clerk, Lincoln County, Wyoming.
- d. Lots 20, 21, 27, and 42 of Alpine Village Subdivision No. 1, Plat 2, Amended, Lincoln County, Wyoming as described on the official plat thereof. Also, that portion of Lot 41 in the Alpine Village Subdivision No. 1, Plat 2, Amended, Lincoln County, Wyoming lying North West of the following described line: Beginning at a point on the Northeasterly line of said Lot 41 South 36°56'17" East, 302.00 feet from the North corner of said Lot; thence South 53°04'01" West, 459.22 feet parallel with and 302.00 feet Southeasterly of the Northwesterly line of said lot to the Southwesterly line of said lot.
- e. Lot 48, Alpine Village Subdivision No. 1, Plat 2, Amended, Lincoln County, Wyoming.
- f. Lot 43 of Alpine Village Subdivision No. 1, Plat 2, Amended, Lincoln County, Wyoming as described on the official plat thereof.
- g. Lot 19 Alpine Village Subdivision, Amended, One as filed and platted, Lincoln County, Wyoming.
- h. Lot 29 Alpine Village Subdivision No. 1 Plat 2 Amended, Lincoln County, Wyoming as described on the official plat thereof.

2.02 The parcels of real property, in addition to the above-described parcels of real property, added to the Property through Joinders & Ratifications to the above-referenced Declaration:

- a. Lot 82 of Alpine Village Subdivision No. 1 Plat 2 Amended, 6th Filing, Lincoln County, Wyoming (Book 648 at Page 828).
- b. Lots 84 and 85 of Alpine Village Subdivision No. 1, Plat 2 Amended 7th Filing, Lincoln County, Wyoming;

Lots 86 and 87 of Alpine Village No. 1, Plat 2, Amended 8th Filing, Lincoln County, Wyoming;

Lot 88 of Alpine Village Subdivision No. 1, Plat 2 Amended 9th Filing, Lincoln County, Wyoming; and

Lot 25 A, Alpine Village Subdivision No. 1, Plat 2 Amended, excepting therefrom that tract of land conveyed by Warranty Deed recorded in Book 333 PR at Page 222, described as follows: The Northeasterly 235 feet of Lot 25, Alpine Village Subdivision No. 1, Plat 2 Amended, Lincoln County, Wyoming;

(Book 661 at Page 444).

c. Lot 83, Alpine Village Subdivision No. 1, Plat 2 Amended 6th Filing, Lincoln County, Wyoming (Book 731 at Page 709).

d. Lot 36, Alpine Village Subdivision No. 1, Plat 2 Amended; and

That real property described in "Exhibit A" describing Parcels 1 and 2, and including an easement, a copy of which is attached hereto.

The joinder of both of these parcels is subject to special conditions stated in the Joinder and Ratification (Book 787 at Page 677).

e. The Bar JB Tract, as described in the legal description entitled, "DESCRIPTION FOR / BAR J B LAND CATTLE AND TIMBER CO., LLC / BAR J B TRACT", a copy of which is attached hereto (Book 793 at Page 802).

f. That real property described in the legal description entitled, "DESCRIPTION FOR / WJW HOLDINGS, LLLP / AIRPORT DRIVE CUL-DE-SAC JOINDER AND RATIFICATION", a copy of which is attached hereto (Book 835 at Page 689).

g. Lot 46 in Alpine Village Subdivision No. 1, Plat 2 Amended, Lincoln County, Wyoming; and

That real property described in "Exhibit A", a copy of which is attached hereto;

(Book 835 at Page 852).

h. Lots 80 and 81 of Alpine Village Subdivision No. 1 Plat 2 Amended Fifth Filing, Lincoln County, Wyoming (Book 842 at Page 670).

i. Lots 183 and 139 of Alpine Village Subdivision No. 1 Plat 2 Amended -25th Filing, Lincoln County, Wyoming (Book 842 at Page 804).

j. Lot 22 of Alpine Village Subdivision No. 1 Plat 2 Amended, Lincoln County, Wyoming, as described on the official plat filed with Instrument No. 559191 of the records of the Lincoln County Clerk.

Lot 41 of Alpine Village Subdivision No. 1 Plat 2 Amended, Lincoln County, Wyoming, as described on the official plat filed with Instrument No. 559191 of the records of the Lincoln County Clerk.

Excepting therefrom the land described in the Warranty Deed recorded March 31, 1994 in Book 347 PR on Page 498 of the records of the Lincoln County Clerk;

(Book 876 at Page 376); and

k. Lot 76 of Alpine Village Subdivision No. 1 Plat 2 Amended 3rd Filing, according to that Plat filed November 29, 2001 in the Office of the Lincoln County Clerk as Plat No. 188F, Instrument No. 877633; and

Lot 77 of Alpine Village Subdivision No. 1 Plat 2 Amended 3rd Filing, according to that Plat filed November 29, 2001 in the Office of the Lincoln County Clerk as Plat No. 188F, Instrument No. 877633;

(Book 883 at Page 158).

2.03 The Association, with a minimum two-thirds (2/3rds) Board approval, reserves the right to add real estate to the Property by recording a joinder and ratification of this Declaration with respect to the additional property, which shall subject such property to this Declaration.

ARTICLE III ARCHITECTURAL CONTROL

The Property shall be subject to the following architectural control:

3.01 Purpose of Architectural Control. Architectural control is established for the purposes of establishing a quality, restricted residential district, free from objectionable or value-destroying features and in conformity with the governing zoning codes, building codes and other applicable regulations then in force.

3.02 Responsibility for Architectural Control. During the period of Developer Control, the Developer shall be responsible for the enforcement of all Architectural

Restrictions of the Airpark. Upon relinquishment of Developer Control, enforcement of Architectural Restrictions shall become the responsibility of the Board.

3.03 Delegation of Architectural Control. The Board shall function as the Architectural Review Committee, provided, however, that the Board shall have the right to establish a separate "Architectural Review Committee" that is comprised of three (3) Owners appointed by the Board.

3.04 Operation of Architectural Control. The Board, or the Architectural Review Committee if separately established by the Board, shall adopt a meeting schedule, rules of operation, and shall control and enforce Architectural Restrictions.

3.05 Approval Required Before Construction. No building, fence, wall, landscaping feature, pool, play structure, driveway, sidewalk or any other structure shall be commenced, erected or maintained on the Lots, nor shall any exterior addition to or change or alteration thereto be made to any buildings on the Lots until the plans and specification for same have been submitted to and approved in writing by the Architectural Review Committee.

3.06 Procedure for Submission of Plans and Specifications. The Owner shall deliver to the current business address of the Association a "Request for Approval" letter that shall provide the Owner's complete contact information and the Owner's preferred means of contact, and a scheduled of the Owner's proposed construction, including an estimated completion date. With the Request for Approval letter, the Owner shall provide one (1) full size set of complete construction plans, as defined below. Upon receipt of the Request for Approval letter, the Board shall, using the Owners' preferred means of contact, provide an acknowledgment of receipt of the "Request for Approval" letter.

3.07 Complete Set of Construction Plans. A complete set of construction plans shall include structure plans and a site plan.

a. The structure plans shall indicate all dimensions, construction materials, specifications, roofing material, exterior finishes and colors for all structures proposed to be built on a Lot.

b. The site plan shall indicate all dimensions; the entire basement outline with projections including any garage foundations and all exterior steps and/or decks must be indicated. The main floor proposed grade, and the basement floor grade should be clearly shown. The site plan should clearly indicate the finished landscape grade at each corner of the building and at the edge and corners of the Lot lines. The site plan shall indicate sidewalks, walkways, and driveways, locations and sizes with complete dimensions. The location of all structures, including any planned accessory structures, such as

hangars, pools, pool houses, gazebos, utility buildings, storage buildings, additional garages, decks and play structures, must be indicated on the site plan.

3.08 Timing for Approvals. Approvals of construction plans shall not be unreasonably or arbitrarily withheld or delayed, it being the intention of the Architectural Review Committee to grant or withhold approval within ten (10) business days of receipt of a Request for Approval. Approvals may, from time to time, be issued with contingencies which must, prior to the start of construction, be verified and agreed upon in writing by an Owner; until such time, approvals with contingencies shall not be considered final approvals authorizing construction to commence.

3.09 Right to Impose Review Fees. The Architectural Review Committee shall have the right to charge a fee for reviewing requests for approval of any construction and for requests for approval of subsequent construction modifications. Said fee shall be payable upon request at the time the application for approval is submitted to the Architectural Review Committee, or upon a determination by the Architectural Review Committee that a fee is required. Fees charged by the Architectural Review Committee may include the actual or estimated fees or costs incurred or anticipated to be incurred by the Architectural Review Committee for consultations which the Architectural Review Committee determines are required with an architect, engineer or contractor with respect to the plans submitted.

3.10 No Deviations from Approved Plans and Specifications. Once the Architectural Review Committee has approved submitted plans and specifications, no construction shall deviate from the approved plans. Any proposed changes to approved plans shall require the Architectural Review Committee's further review and approval.

3.11 General Architecture Guidelines.

Architectural designs of residences shall be in keeping with like and kind currently exhibited on the Property. Architects are encouraged to visit the Property prior to beginning their design process.

All exterior materials and colors used on any structures are subject to approval.

Natural products of wood and stone exhibiting natural color tones compatible with the surrounding natural beauty are recommended for use on structures. Vinyl, aluminum, and wood sheet sidings will not be allowed on structures.

Foundations should be constructed below frost line. A check of local codes and practices is prudent, a minimum of five (5) vertical feet of frost

protection is recommended. Foundation exposure above grade should be kept to a minimum, when in excess, these areas should be treated with a veneer covering of brick or stone finishes.

Concrete slabs in crawl spaces are recommended, as this practice will aide in moisture control, ease of housekeeping and maintenance for utility areas.

Careful consideration should be given to hangar designs, as hangars present a particular design challenge given their necessarily high boxy shape. Connecting hangars to the residences will aid in this endeavor but such connection is not required.

High vertical walls in general are discouraged and should be minimized with creative applications of rooflines, adjoining buildings, attached covered porches/walkways, window placements and a variation in siding applications.

Metal painted roofs and aluminum soffit/fascia materials of natural blending colors may be allowed when used esthetically and sparingly. Architectural Roof Shingles, Corten metals (rusted metal), wrought iron details and natural wood fascia and soffit details are encouraged and desirable.

Hardscape areas for vehicles and pedestrians should be kept to a minimum and should be designed in such a way they are hidden as much as practical, by incorporation into natural landscapes, by earth contouring, and by use of water features in an effort to soften their visual impact.

Trimmed, finished grass lawns are encouraged and will help control the spread of noxious weeds. Given the dry climate, lawn and landscape irrigation is a must in areas receiving finished lawns and planting bed details. Tree planting and large planting beds are encouraged.

These general guidelines represent only the major architectural features that the Association desires be incorporated with all new construction on the Property. These general guidelines do not in any way represent the entire requirements for Architectural Review Committee approvals. Approvals will be at the sole discretion of the Architectural Review Committee.

ARTICLE IV RESTRICTIONS

The Property shall be subject to the following Restrictions:

4.01 Restrictions on Land Use and Building Type. All Lots zoned residential shall be used for single-family purposes only. No improvements or structures

whatsoever, other than a private dwelling house, hangars, swimming pool, outbuildings, garages and fences (subject to limitations hereinafter set forth) may be erected, placed or maintained on any Lot on the Property. No Lot shall be used for commercial use of any kind without the prior approval of the Board.

4.02 Garages. All residences shall have a minimum two-car garage. Three-car garages are encouraged. No garage shall be converted to living spaces or altered or used for purposes which would prevent the use of the garage for the parking of the number of vehicles for which it was designed. The interior of all garages shall be maintained in a neat, clean and not unsightly condition.

4.03 Restrictions on Number of Buildings. Each Lot will be restricted to construction of one (1) single-family residence, one (1) two (2) or three (3) car attached garage, and a maximum of two (2) hangars. Detached garages and out buildings may be approved, provided they are constructed as part of the design style and are constructed with the same exterior materials as the house. Any out building, carport, or vehicle storage building detached from the residence must receive approval of the Architectural Review Committee.

4.04 Restrictions on Building Location and Building Heights. Unless a variance is approved by the Architectural Review Committee, no building shall be erected on any Lot unless side lot clearances and front line set backs are in compliance with applicable zoning ordinances for residential zoning districts. No residence shall exceed two stories in height when viewed from the street. In no event shall any building or structure in excess of twenty-two inches (22") in height be erected within one hundred fifty feet (150') of a Runway. No structure for the care, housing or confinement of any animal, bird, fowl, poultry, or livestock shall be maintained so as to be visible from a neighboring Property.

4.05 Restrictions on Further Subdivision; Property Restrictions; Rezoning and Timeshares. No Lot shall be further subdivided or separated into smaller lots or parcels by an Owner and no portion less than all of any such Lot shall be conveyed or transferred by an Owner without the prior written approval of the Architectural Review Committee. No further covenants, conditions, restrictions or easements shall be recorded by any Owner, Lessee, or other person against any Lot without the provisions thereof having been first approved in writing by the Architectural Review Committee. No application for rezoning, variances or use permits pertaining to any Lot shall be filed with any governmental authority by any person unless the application has been approved by the Architectural Review Committee and the proposed use otherwise complies with this Declaration. No Lot shall be subjected to or used for any timesharing, cooperative, weekly, monthly or any other type or revolving or periodic occupancy by multiple owners, cooperators, licensees or timesharing participants.

4.06 Basements. No basement shall be constructed for temporary residential purposes and no basement structure shall be used for residential purposes unless and until the entire primary structure has been erected.

4.07 Structural Changes. No house or structure shall be moved onto any Lot unless it is a new structure built to meet all current applicable building codes and specifically approved in writing by the Architectural Review Committee. Further, no structure, once erected, shall at any time be altered or changed so as to permit its use to be in violation of these restrictions and conditions.

4.08 Easements. The easements for the installation and maintenance of utility and drainage facilities are shown on the filed plats of the Property. Within the areas of the easements, no structures, plantings, fencing or other materials shall be placed, erected, or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change or alter the direction of flow of drainage channels or swales in the easements or which obstruct or retard the flow of water through drainage channels or swales in the easements. The easement areas of each Lot and all improvements on it shall be maintained continuously by the Owner except for the improvements for which the public authority or utility company is responsible. All claims for damages, if any, arising out of the construction, maintenance and repair of the utility or drainage facility or on account of temporary or other inconvenience caused thereby against the Developer, the utility or the public authority or any of its agents or servants are waived by the Owners.

4.09 Power and Telephone Lines. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Review Committee. No provision of this Declaration shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Architectural Review Committee.

4.10 Lot Drainage Control. No Residential Unit, structure, building, landscaping, fence, wall or other improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with or change the direction or flow of water throughout the Property, or any part thereof.

4.11 Dirt Removal. No topsoil or excavation material may be removed from the Property. When, as a result of basement excavation or Lot grading, there exists an excess of soil or fill material, permission to remove that material must be obtained from the Architectural Review Committee. Otherwise, the Architectural Review Committee will direct as to where the excess material, or soil, if any, is to be deposited.

4.12 Mining. No Lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, gas, earth or any earth substance of any kind.

4.13 Appearance During Construction. All Lots are to be kept clean, neat and orderly during construction. All garbage is to be stored out of sight, not allowed to accumulate and will be removed on a minimum weekly basis. No garbage or trash burning will be permitted.

4.14 Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Such restrictions shall include, but not be limited to using the Lot as a dumping ground for rubbish, garbage, trash, or other waste materials, the placing thereon of unsightly piles of dirt, lumber or other material except during construction, and then only during the course of construction. Such restrictions shall also include allowing noxious weeds to occur on the Lot either during or after the period of construction of the home.

4.15 Temporary Housing and Residence. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a Lot, shall be used as a residence, at any time, nor shall any residence of a temporary character be permitted with the exception of motor homes and travel trailers on a temporary short term basis for construction crew housing and subject to Board approval requiring term limits.

4.16 Lot stabilization. A Lot shall be sodded or seeded prior to the end of the first summer season after construction is substantially completed. If construction on a Lot is completed in the winter, the Lot shall be sodded or seeded in the spring of the following year.

4.17 Overhead Encroachments. No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, Taxiway, pedestrian way or other area from ground level to a height of eight (8) feet without the prior written approval of the Architectural Review Committee.

4.18 Diseases and Insects. No Owner shall permit condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

4.19 Vehicle Parking Storage. Motor Vehicles should be parked in the garage of a Residence. Motor Vehicles may be parked in the driveway situated on the Lot provided such Motor Vehicles are of typical residential size and utility, are not used for commercial purposes and do not display any commercial name, phone number or message of any kind. No Motor Vehicle of any kind may be stored on a Lot except in an approved garage. For purposes of this paragraph, a Motor Vehicle shall be deemed

stored if it is covered by a car cover, tarp or other material or unlicensed or uninsured or inoperable.

Licensed Recreational vehicles, motor homes and similar vehicles when utilized judiciously and sparingly, will be allowed with prior approval from the Board, however, the Board reserves the right to rescind any vehicle lot usage approval and demand removal of any vehicle located outside of an approved garage.

All Motor Vehicles kept on or about a Property shall be currently licensed and shall be maintained in an operable condition at all times, temporary mechanical difficulties and breakdowns excepted. The Board shall have the right and authority in its sole discretion to adopt rules and regulations governing the parking of Motor Vehicles on Lots and the Common Area and implementing the provisions of this paragraph. In the event of any conflict or inconsistency between the provisions of this paragraph and the rules and regulations adopted by the Board, the provisions of this paragraph and the sole discretion of the Board shall control.

No Motor Vehicle shall be constructed, reconstructed or repaired on the Common Area, and no inoperable vehicle may be stored or parked on the Common Area. No Motor Vehicle shall be constructed, reconstructed or repaired on a Lot other than in a garage or Hangar, and no inoperable Motor Vehicle shall be stored or parked on a Lot other than in a garage or Hangar.

The Board shall have the right to have any Motor Vehicle which is parked, kept, maintained, constructed, reconstructed or repaired in violation of this Declaration or Association rules and regulations towed away at the sole cost and expense of the owner of the Motor Vehicle. Any expense incurred by the Association in connection with the towing of any Motor Vehicle shall be reimbursed to the Association upon demand by the owner of the Motor Vehicle. If the Motor Vehicle is owned by a Member, any amounts payable to the Association shall be secured by the Assessment Lien, and the Association may enforce collection of suit amounts in the same manner provided for in this Declaration for the collection of Assessment.

4.20 Fencing. All fencing shall require the approval of the Architectural Review Committee prior to installation.

4.21 Solar Heating. All solar heating shall be subject to the approval of the Architectural Review Committee.

4.22 Propane Tanks. No combustible liquid or gas tanks exposed to view from the public street shall be allowed on a Lot.

4.23 Antennas. The installation of antennas, satellite dishes or other devices for the transmission or reception of television or radio signals or any other form or

electromagnetic radiation shall be subject to the approval of the Architectural Review Committee. Any such antennas satellite dishes, or other devices must be installed in accordance with guidelines established by the Architectural Review Committee.

4.24 Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot except in covered containers of a type, size and style that are approved by the Architectural Review Committee. In no event shall such containers be maintained so as to be visible from a neighboring property except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage shall be removed from Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot. All garbage or trash shall be collected by a garbage or trash collection service designated by the Architectural Review Committee.

4.25 Rooftop HVAC Equipment Prohibited. No heating, ventilating, air conditioning or evaporative cooling units or equipment related thereto may be mounted, installed or maintained on the roof of any Residential Unit, garage, hangar or other building so as to be visible from neighboring property.

4.26 Basketball Goals and Backboards. No basketball goal or backboard shall be attached to a Residential Unit or to any other building. Basketball goals and backboards attached to a freestanding pole may be installed on a Lot provided the location, design and appearance of the basketball goal and backboard are approved by the Architectural Review Committee.

4.27 Mailboxes. Location of mailboxes will be subject to approval by the Architectural Review Committee. No delivery boxes other than mailboxes for U.S. Mail will be permitted without the approval of the Architectural Review Committee.

4.28 Clotheslines. No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot so as to be visible from neighboring property.

4.29 Signs. No billboards or advertising signs of any kind or character shall be erected, placed, permitted or maintained on any Lot except as herein expressly permitted. A name and address sign used solely for the purpose of identification of the dwelling house occupants may be placed on the property by its occupants, provided the sign is no more than two (2) feet square maximum and the design of the sign is approved by the Architectural Review Committee prior to installation. The provisions of the paragraph may be waived by the Architectural Review Committee only when in its discretion the same is necessary to promote the sale of a Lot or promotion of the Property. The Architectural Review Committee may erect, place and maintain such sign structure or structures as it deems necessary for the operation or identification of the Property.

4.30 Animals. Other than household pets kept for non-commercial uses, no animals, livestock, poultry or insects of any kind shall be raised, bred or maintained on any of the Lots.

All dogs, cats or other pets permitted under this section shall be confined to an Owner's Lot, except that a dog may be permitted to leave an Owner's Lot if such dog is at all times kept on a leash not to exceed six feet (6') in length and is not permitted to enter upon any other Lot without prior permission from the Lot Owner.

Any person bringing a dog onto the Common Area shall immediately remove any feces deposited on the Common Area by the dog. The Board may restrict the portions of the Common Area on which dogs are permitted.

No household pets shall be allowed to make an unreasonable amount of noise, become a nuisance or pose a threat to the safety of the Owners, their guests or invitees. Upon the written or verbal request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular dog, cat, bird or similar household pet is making an unreasonable amount of noise, has become a nuisance or poses a threat to the safety of the Owners, their guests or invitees. In addition to any other remedies available to the Association at law or in equity, the Board may require the dog, cat, bird or household pet to be removed from the Property.

4.31 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot, except for: (i) such machinery or equipment as is usual and customary in connection with residential use; (ii) machinery or equipment necessary for the maintenance or construction (during the period of construction) of a building, appurtenant structures, or other improvements; or (iii) such machinery or equipment which Developer or the Association may require for the operation and maintenance of the Airpark.

4.32 Mortgages. The breach of any of the foregoing covenants, conditions, reservations or restrictions shall not defeat or render invalid any lien, mortgage or deed of trust made in good faith for value as to any Lot or Lots or portion of Lots in the Property; but this Declaration shall be binding upon, and effective against any mortgagee, trustee or Owner, whose title or whose grantor's title is or was acquired by foreclosure, trustee sale or otherwise.

4.33 Use of Taxiways by Aircraft. The Taxiways may only be used by Aircraft for the purpose of ingress and egress to the Taxiways and Runway of Airpark. The use of the Taxiways for such purposes, however, shall be subject to the following restrictions:

a. No aircraft may cause to obstruct, be parked unattended or stored on a Taxiway.

b. No aircraft may be repaired, maintained, painted, cleaned or washed on a Taxiway.

c. No fuel, oil, hydraulic fluid or solvent shall be drained or deposited on a Taxiway or any landscape easement adjacent to a Taxiway and any fuel, oil, hydraulic fluid or solvent spilled, drained or deposited on a Taxiway or any landscape easement adjacent to a Taxiway shall be immediately removed.

4.34 Parking of Aircraft. All Aircraft parked on a Lot must be securely tied down or parked within a hangar. No Aircraft which is not airworthy with a current annual certification may be parked on any Lot except within a Hangar. No Aircraft, which in the sole discretion of the Board, is unsightly, shall be parked or stored on a Lot, except within a hangar.

4.35 Repair of Aircraft. No Owner, resident or other person shall disassemble, overhaul or repair any aircraft or its power plant on any Lot except in a hangar. If any Hazardous Substance is deposited on the Common Area, the Owner responsible therefore shall promptly take all action necessary to remove the Hazardous Substance.

4.36 Aircraft Fuel Storage, Transportation and Handling. No aircraft fuel storage of any type or of any capacity within or on the Airpark is allowed without Board approval. Any fuel storage and / or transportation and /or handling allowed by the Board shall be in strict compliance with all federal and local rules, regulations and codes, proof of which may be required by the Board prior to granting any approval of aircraft fuel storage. Any Owner storing, transporting or handling aircraft fuel can do so only on that Owner's Lot and shall do so only for that Owner's benefit, and shall assume all risk and responsibility for the safety, security and well-being of the Airpark, Members and the environment. Documentation of insurance satisfactory to the Board to protect the Association may be required, as well as a legal document satisfactory to the Board indemnifying and holding the Association harmless from any and all liability resulting from the Owner's storage, transportation and handling of aircraft fuel. No aircraft fuel groups, coalitions, bulk buying, or consortiums will be allowed. No fuel trucks will be allowed. The Board, in its sole discretion, shall have final authority for approval or denial of aircraft fuel storage, transportation and handling in the Airpark.

4.37 Variances. The Board may, from time to time, grant variances from the restrictions set forth in this Article IV if the Board determines, in its sole discretion, that: (a) a restriction would create an unreasonable hardship or burden on an Owner, or a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete; and (b) the activity permitted under the variance will not have any

substantial adverse effect on the Owners of the Airpark and is consistent with the high quality of life intended for residents of the Airpark.

ARTICLE V EASEMENTS

5.01. Easement for Maintenance and Enforcement. The Association and its directors, officers, agents, contractors and employees, the Architectural Review Committee and any other persons authorized by the Board are hereby granted the right of access over and through any Lots (excluding the interior of any Residential Unit), for: (a) the exercise and discharge of their respective powers and responsibilities as defined in the Association Documents; (b) making inspections in order to verify that all improvements on the Lot have been constructed in accordance with the plans and specifications for such improvements approved by the Architectural Review Committee and that all improvements are being properly maintained as required; (c) correcting any condition originating in a Lot or in the Common Area threatening another Lot or the Common Area; (d) correcting drainage; (e) performing installations or maintenance of utilities, landscaping or other improvements located on the Lots for which the Association is responsible for maintenance; or (f) correcting any condition which violates the Declaration or other Association Documents.

5.02. Easements for Encroachments. If any improvement on any Lot or portion of the Common Area now or hereafter encroaches on any other portion of the Property by reason of: (a) the original construction thereof; (b) deviations within normal construction tolerances in the maintenance of any improvement; or (c) the settling or shifting of any land or improvement, an easement is hereby granted to the extent of any such encroachment not in violation of the Lincoln County ordinances up to a maximum of six inches (6") for the period of time the encroachment exists. The Owner of the encroaching improvement shall also have an easement for the limited purpose of maintenance of the encroaching improvement. This easement does not relieve any Owner or any other person from liability for such Owner's or other person's negligence or willful misconduct.

ARTICLE VI ALPINE AIRPARK ASSOCIATION

6.01. Membership in Association. Every Purchaser of any Lot which is subject by covenants of record to assessment by the Association shall be subject to mandatory Association membership and must have a current FAA pilot's license or be the registered owner of an FAA-worthy aircraft intended for use at the Airpark. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. All Members of the Association shall be governed and controlled by the Articles of Incorporation and by the Bylaws thereof. Members will be either a "Voting Member" or a "Non-Voting Member".

a. A Voting Member is an owner of a Lot with an assessed Operational Hangar who, in good standing, shall be entitled to one vote per each lot with an assessed Operational Hangar.

b. A Non-Voting Member is the Owner of a Lot that has not received a Runway Access Assessment for an Operational Hangar and / or has not paid the current year Runway Access Assessment. A Non-Voting Member is not entitled to membership voting rights of the Association.

c. Any reference in the Association Documents to Members shall be inclusive of either type.

d. If a Member is a corporation, trust, limited liability company, partnership, or other entity, the Member shall be represented by a single individual which is an authorized representative of the Member such as an officer, partner, owner, agent, trustee, employee or other authorized agent of such as an officer, partner, owner, agent, trustee, employee or other authorized agent of such Member.

6.02 Use of Common Areas. There shall be appurtenant to each Member in the Association a non-exclusive right and easement to use the Common Areas, including the Runway and Taxiways in common with all other Members and all other persons entitled to use the Common Areas. Such right and easement shall be subject to such limitations, restrictions, rules and regulations as may from time to time be promulgated by the Board including, but not limited to, the right of the Board to suspend the right of any Member to utilize the Common Areas for any period during which the Association Assessments (including any special assessments) attributable to such Member, remain unpaid or for any period during which any violation of the Association Documents shall continue. No Member in the Association shall have any interest in the property owned by the Association other than such rights attached to a Member's membership as provided herein. The Board shall have authority to sell, transfer, convey, lease, convey easements or grant concessions consistent with the overall character and use of the Airpark with respect to parts of the Common Areas and to change the character, description and use thereof, subject to the provisions of the Association Documents. Any funds received by the Association from leases, concessions or other sources shall be held and used for the benefit of the Association.

6.03 Use Restrictions. The Common Areas shall be used only for such purposes as are permitted in this Declaration by the Members, their employees, agents, servants, tenants, family members, licensees and invitees and for such other purposes as are incidental to the permitted use of the Common Areas. The use, maintenance and operation of the Common Areas shall not be obstructed, damaged or interfered with by any Member.

a. No Member shall keep or maintain any thing or shall suffer any condition to exist or cause any other condition on the Common Areas which impairs any easement or right of any other Member or otherwise unreasonably impairs or interferes with the use and enjoyment by other Members of the Common Areas.

b. No spotlights, flood lights or other lighting of any kind shall be placed or utilized on the Common Areas, except: (i) as initially installed by Developer; or (ii) as has been specifically reviewed and approved in writing by the Board.

c. Without limiting the foregoing, each Member shall use the Common Areas at all times in a safe manner and shall refrain from any activity which might interfere with the reasonable enjoyment by other Members.

d. Each Member shall comply with all of the Association Documents including, but not limited to the Association Rules and Regulations adopted by the Board. Failure to comply with the Association Documents shall entitle the Board to suspend the Member's right to use the Common Areas, as well as any other remedies available as provided herein or by law.

6.04 Creation of a Lien and Personal Obligation for Assessments. The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not so expressed in such deed, is deemed to covenant and agree to pay the Association an annual General Assessment or charge, a Runway Access Assessment, and any Special Assessment levied by the Association. All assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment shall also be the personal obligation of the Owner of such property at the time when the assessment fell due.

a. Method of Assessment. By determination of the Board and vote of a majority of the Board, the Association shall fix the annual assessments upon the basis provided herein, provided, however, that the annual assessments shall be sufficient to meet the obligations imposed by this Declaration. The Board shall set the date(s) such assessments shall become due. The Board may provide for collection of assessments annually or in monthly, quarterly, or semi-annual installments, provided, however, that upon default of the payment of any one or more installments, the entire balance of said assessment may be accelerated, at the option of the Board, to be declared due and payable in full.

b. General Assessment. The general assessment levied by the Association shall be used exclusively to promote the improvement, maintenance

and operation of the Airpark. Each Lot, whether improved or unimproved, shall be assessed at a uniform rate to be determined by the Board on an annual basis.

c. Runway Access Assessment. The Runway Access Assessment levied by the Association shall be used to maintain and improve the Runway within the Airpark. Each Lot with an Operational Hangar shall be assessed for annual runway access. The Runway Access Assessment shall be determined by the Board on an annual basis. In addition to any other remedy contained herein, at law or in equity, the Association shall have the right to restrict a Member's access to the Runway, who, is not in good standing and or has not paid the appropriate Runway Access Assessment.

d. Special Assessment. In addition to the annual General Assessments and Runway Access Assessments authorized above, the Association may levy, in any assessment year, a defined Special Assessment applicable for that year and for not more than the next four (4) succeeding years for the purpose of defraying in whole or in part, a defined cost which may be included but will not be limited to any construction, reconstruction, repair or replacement of capital improvements located within the development including the runway, roads, paving of roads, sidewalks common areas, parks, entrances, landscaped areas, street lighting, banners, or other decorations or any other general improvements to enhance the aesthetic value of the Airpark, providing that any such assessment shall have the ascent of a two-thirds (2/3) majority of the Voting Members who are voting in person or by proxy at a special meeting duly called for that purpose. The definition of the special assessment shall specify its levied equity and applicability.

6.05 Surplus Funds. The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of any Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes. The Board may transfer funds between Operating and Reserve accounts as required.

6.06 Additional Fees.

a. Transfer Fee. Each Buyer who purchases a Lot shall pay to the Association immediately upon becoming the Owner of the Lot a transfer fee in such amount as is established from time to time by the Board to be applied to operating costs of the Association. Full disclosure of any trading values allocated or attributed to the transaction in a legally binding Sales Agreement between Buyer and Seller shall be required. The initial transfer fee shall be one (1%)

percent of the Lot Sale's full purchase Price, as stated on a fully executed and legally binding Sales Agreement between a Buyer and a Seller; however, the value of any Airpark property that has been traded and is credited to a sale and is so stated on a legally binding Sales Agreement shall not be subject to a transfer fee, provided that the Buyer has previously paid a Transfer Fee on said traded Airpark property. The value of said traded Airpark property shall be deducted from the full purchase price and the Transfer Fee shall be paid on the reduced purchase price.

b. Hookup Fee. In the event additional property is allowed access to the Common Areas of the Association, the Board, in its sole discretion, shall determine the appropriate Hookup Fee to be charged for such access. In determining the appropriate Hookup Fee, the Board shall take into consideration, but shall not be bound by, such factors as the impact upon the Common Area and the economic benefit to the additional property. In all cases, any additional real property allowed access to the Common Areas of the Association shall be subject to the terms of this Declaration.

6.07 Enforcement of Lien.

a. All delinquent assessments, together with interest thereon (at an interest rate equal to that rate charged by Lincoln County for delinquent taxes), and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

b. If the Association elects to claim a lien for non-payment of assessments, it shall at any time within thirty (30) days after the occurrence of default make a demand for payment to the defaulting Owner. Said demand shall state the date and amount of delinquency. If such delinquency is not paid within ten (10) days after delivery of such notice, the Association may elect to file a claim of lien against the Lot of such delinquent Owner. Such claim of lien shall state:

- i. The name of the delinquent Owner;
- ii. The legal description of the Lot against which the claim of lien is made;
- iii. The amount claimed to be due and owing;

iv. That the claim of lien is made by the Association pursuant to the terms of this Declaration;

v. That the lien claimed against the Lot is in an amount equal to the amount of the stated delinquency; and

vi. Due demand has been made upon the defaulting or the delinquent Owner pursuant to this Declaration and that said amount was not paid within the ten (10) days after such demand.

c. Upon recordation of a duly executed and acknowledged original of such claim of lien by the County Clerk of Lincoln County, the lien claimed therein shall immediately attach to the real property and become effective subject to the limitations hereinafter set forth. Each default shall constitute a separate basis for a claim of lien or a lien but a number of defaults may be included within a single claim of lien. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of real estate mortgages pursuant to the statutes of the State of Wyoming.

d. The lien of the assessments provided for above shall be subordinate to the lien of any first mortgage, first purchase money security deed, or security deed representing a first lien on said property. Sale or transfer of any Lot pursuant to foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII MAINTENANCE

7.01 Areas of Association Responsibility. The Association, or its duly delegated representatives, shall be responsible for the management and operation of the Common Areas of the Airpark, and improvements located thereon. No Owner, resident or other person shall obstruct or interfere with the Association in performance of the Association's management or operation of the Common Areas, and the improvements located thereon. With regard to areas of Association responsibility:

a. Snow Removal. The Association will use its best efforts to keep the Runway free and clear of snow and ice between October 15th and May 1st of each winter season. However, Alpine Airpark is hereby designated for limited use during those periods and no representation is made by the Association that the Airpark will be operational during such times. No Owner, resident or other person, unauthorized, shall place snow or conduct snow removal operations by any means past a hold short line adjacent to the Runway.

b. Improvements. No Owner, resident or other person shall construct or install any improvements on the Common Areas or alter, modify or remove any improvements situated on the common areas, without the approval of the Board.

7.02 Areas of Owners and or Controlling HOA's Responsibility. In regards to Taxiways, it is the Owner's responsibility, or in the case of shared or common, the controlling Home Owners Association's responsibility, to maintain, in good acceptable condition, all respective improved taxiways connecting to the Runway, for its entire length and width, only terminating at the edge of pavement delineating the edge of the Runway. Each Owner of a Lot shall be responsible for the maintenance of his Lot and all buildings, Residential Units, landscaping, Taxiway or other improvements situated thereon. All buildings, Residential Units, landscaping, Taxiway and other improvements shall at all times be kept in good condition and repair. All grass, hedges, shrubs, vines, trees and plants of any type on a Lot shall be irrigated, mowed, trimmed and cut at regular intervals so as to be maintained in a neat and attractive manner. Trees, shrubs, vines, plants and grass which die shall be promptly removed and replaced with living foliage of like kind, unless different foliage is approved in writing by the Architectural Review Committee. No yard equipment, woodpiles or storage areas may be maintained so as to be visible from neighboring property or streets. All Lots and or portions of Lots upon which no Residential Units, buildings or other structures, landscaping or improvements have been constructed shall be maintained in an mowed and litter-free manner.

7.03 Assessment of Certain Costs of Maintenance and Repair. In the event that the need for maintenance of any Common Areas is caused through the willful or negligent act of any Owner, his family, tenants, guests, or invitees, the cost of such maintenance shall be paid by such Owner to the Association upon demand or by Special Assessment and payment of such amounts shall be secured by the Assessment Lien.

7.04 Improper Maintenance and Use of Lots. In the event any portion of any maintenance, as described in Paragraph 2. of this Article, is so maintained as to be not acceptable or to present, at the sole discretion of the Board, a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Property which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being used in a manner which violates this Declaration, or in the event the Owner of any Lot is failing to perform any of its obligations under the Association Documents, the Board may make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within thirty (30) days, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said thirty (30) day period of time, the requisite corrective action has

not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be paid by such Owner to the Association upon demand or by Special Assessment and payment of such amounts shall be secured by the Assessment Lien.

ARTICLE VIII GENERAL PROVISIONS

8.01 Enforcement. If any party shall violate or attempt to violate any of the covenants or restrictions contained in this Declaration, it shall be lawful for the Association or any Owner to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either prevent him or them from so doing or to recover damage for such violation.

8.02 Right to Enforce. Failure to enforce any of the covenants, conditions, restrictions, easements, liens and charges now or hereafter imposed pursuant to the covenants or restrictions should not be deemed a waiver of the right to do so thereafter, nor shall it be construed as an act of acquiescence or approval on the part of the Association or the Owners.

8.03 Duration. The covenants, restrictions and conditions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by any Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, devisees, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners has been recorded, agreeing to modify said covenants and restrictions in whole or in part.

8.04 Severability. The invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and affect.

8.05 Amendments. This Declaration may be amended by Developer until Developer divests itself of the responsibility for architectural control. It shall be conclusively presumed that the Developer has not divested itself of responsibility for architectural control unless there is a sworn affidavit of record so stating. After the date of record of the Developer's divestiture of responsibility for architectural control, this Declaration may be amended by the Board for a period of one (1) year. After that time, this Declaration may be amended by an instrument signed by the Owners of not less than fifty-one (51%) percent of the eligible Voting Members. Any instrument amending, modifying or canceling this Declaration must be properly filed and recorded before it shall be effective.

8.06 Limitation on Developer's and the Board's Liability. Notwithstanding anything to the contrary in any of the Association Documents or otherwise, each Member acknowledges and agrees that neither the Board nor the Developer, including any officer, director, member, partner or shareholder of Developer or the Developer's successors or assignees (or any officer, director, member, partner or shareholder in any such successor or assignee) shall have any personal liability to the Association, to any Member or any other person arising under, in connection with or resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration or any of the Association Documents or otherwise, except to the extent of the Developer (or its successors or assignees) interest in the Property; and, in the event of a judgment, no execution or other action shall be sought or brought thereon against any other assets, nor be a lien upon such other assets, of the Developer nor any officer, director, member, partner or shareholder of the Developer or the Developer's successors or assigns (or any officer, director, member, partner or shareholder in any such successor or assignee).

IN WITNESS OF ITS TERMS AND CONDITIONS, the undersigned, being the Developer, have caused this Declaration to be effective the day and year first above written.

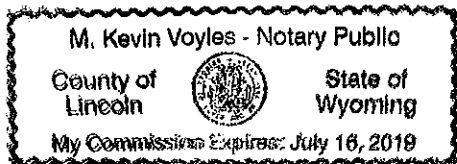
ALPINE AIRPARK ASSOCIATION, INC.,
a Wyoming Nonprofit Corporation


BY: 
STANLEY K. DARDIS, PRESIDENT

STATE OF WYOMING)
) **SS.**
COUNTY OF LINCOLN)

ACKNOWLEDGED before me on this, the 9th day of October, 2017 by **STANLEY K. DARDIS**, President of the Alpine Airpark Association, Inc., a Wyoming Nonprofit Corporation, on behalf of the Corporation.

WITNESS my hand and official seal.




NOTARY PUBLIC

My Commission expires: 07/16/2019

NFL-60789

"EXHIBIT A"

Parcel 1

The NE1/4SE1/4, Section 19, Township 37 North, Range 118 West

Excepting and Reserving Therefrom the following described tract of land:

That part of the N1/2SW1/4 of Section 20 and the NE1/4SE1/4 of Section 19, Township 37 North, Range 118 West, 6th P.M. Wyoming of record in the Office of the Clerk of Lincoln County, Wyoming in Book 91 of P.R., Page 489, bounded and described as follows:

On the East by the Westerly right-of-way line of State Highway 26; and on the South by the South lines of the said N1/2SW1/4 and NE1/4SE1/4 on the West by a line in the said NE1/4SE1/4 and parallel to the West line and 25 feet Easterly of said NE1/4SE1/4 and on the North by a line parallel to the South lines of said N1/2SW1/4 and NE1/4SE1/4 and so positioned that 40 acres is encompassed.

Parcel 2

SE1/4 NE1/4 Sec. 19 T. 37N., Range 118 W., 6th P.M., Wyoming and that portion of the SW1/4 NW1/4, Section 20, T37N, R118W, More particularly described as follows:

Beginning at a point that is South 0° 10' East a distance of 2,113.28 feet from the Northwest Corner of Sec. 20, T37N, R118 West, running thence South 37° 00' East a Distance of 658.47 feet; running thence North 89° 50' West a distance of 394.75 feet to the Southwest Corner of the SW1/4 NW 1/4 of Sec. 20 aforesaid, running thence North 0° 10' West along the westerly boundary of said Sec. 20 a Distance of 527.76 feet to the POINT OF BEGINNING.

Together With;

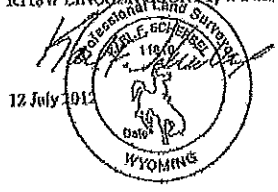
That certain easement for ingress and egress 2 rods in width as described in the Warranty Deed recorded October 6, 1970, Book 91 P.R., Page 486.

00803A
00197

DESCRIPTION FOR
BAR J B LAND CATTLE AND TIMBER CO., LLC
BAR J B TRACT

To-wit --
All of the BAR J B TRACT as depicted on the below referenced plat;

all in accordance with the plat prepared to be filed in the Office of the Clerk of Lincoln County titled, "ALPINE VILLAGE SUBDIVISION NO. 1 PLAT 2 AMENDED - 23RD FILING AND PLAT OF BOUNDARY ADJUSTMENT OF LOT 83 ALPINE VILLAGE SUBDIVISION NO. 1 PLAT 2 AMENDED - 6TH FILING AND BAR J B LAND, TIMBER AND CATTLE CO., LLC WITHIN GLO LOT 1 GLO LOT 2 N81/4NW1/4 S81/4NW1/4 SECTION 19 T37N R118W LINCOLN COUNTY, WYOMING", dated 2 August 2011, as revised.



Professional Land Surveyors
SCOTT A. SCHERBEL
Wyo. Registration No. 1451
County of Lincoln No. 1100
State Registration No. 5752
Address: 815 1/2 St. No. 1123
SCOTT A. SCHERBEL
Wyo. Registration No. 1451
County of Lincoln No. 1100
State Registration No. 5752
Address: 815 1/2 St. No. 1123
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Wyo. Registration No. 1451
County of Lincoln No. 1100
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Address: 815 1/2 St. No. 1123
SCOTT A. SCHERBEL
Wyo. Registration No. 1451
County of Lincoln No. 1100
State Registration No. 5752
Address: 815 1/2 St. No. 1123

"Modification in any way of the foregoing description terminates liability of the surveyor"

DESCRIPTION FOR

WJW HOLDINGS, LLLP

AIRPORT DRIVE CUL-DE-SAC JOINDER AND RATIFICATION

To-wit: - -

All of that part of Airport Drive lying and being situate within Lot 94 of Alpine Village Subdivision No. 1 Plat 2 Amended - 11th filing, of record in the Office of the Clerk of Lincoln County with Accession No. 927004, being part of that tract of record in said Office in Book 627 of Photostatic Records on page 195, secondarily described as follows:

BEGINNING at the southernmost point of said Lot 94;

thence N36°-50'-28"W, 49.07 feet, along said southwesterly right-of-way line to the beginning point of a circular curve to the right;

thence northeasterly, southeasterly and southwesterly, 225.95 feet, along the arc of said curve, through a central angle of 258°-55'-01", and a radius of 50.00 feet, with a chord bearing S87°-50'-04"E, 77.21 feet, to an intersection with the south line of said Lot 94;

thence S41°-24'-37"W, 61.30 feet, to a point on the westerly right-of-way line of said Airport Drive, identical with the east line of Lot 46 of Alpine Village Subdivision No. 1 Plat 2 Amended, of record in said Office with Accession No. 559191;

thence N36°-50'-28"W, 12.01 feet, along said right-of-way line, to the POINT OF BEGINNING;

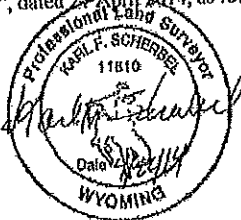
ENCOMPASSING an area of 0.20 acres, more or less;

the BASE BEARING for this survey is the north line of vacated Lot 44 of said Alpine Village Subdivision No. 1 Plat 2 Amended, being N67°-06'-35"E;

each "point" marked by a 5/8" x 24" steel reinforcing rod with a 2" aluminum cap inscribed, "SURVEYOR SCHERBEL LTD AFTON WY PLS 5368 or 11810", with appropriate details;

all in accordance with the attached exhibit titled "EXHIBIT TO ACCOMPANY DESCRIPTION FOR WIMBERG LIVING TRUST, DATED 21 MARCH 2002 TAXIWAY EASEMENT WITHIN LOT 94 ALPINE VILLAGE SUBDIVISION NO. 1 PLAT 2 AMENDED - 11TH FILING SECTION 19 T37N R118W LINCOLN COUNTY, WYOMING", dated 21 April 2014, as revised.

21 April 2014



Professional Land Surveyors

PAUL M. SCHERBEL
Wyo. Registration No. 156
Data Registration No. 1070
Survey Registration No. 3050
Utah Registration No. 6205

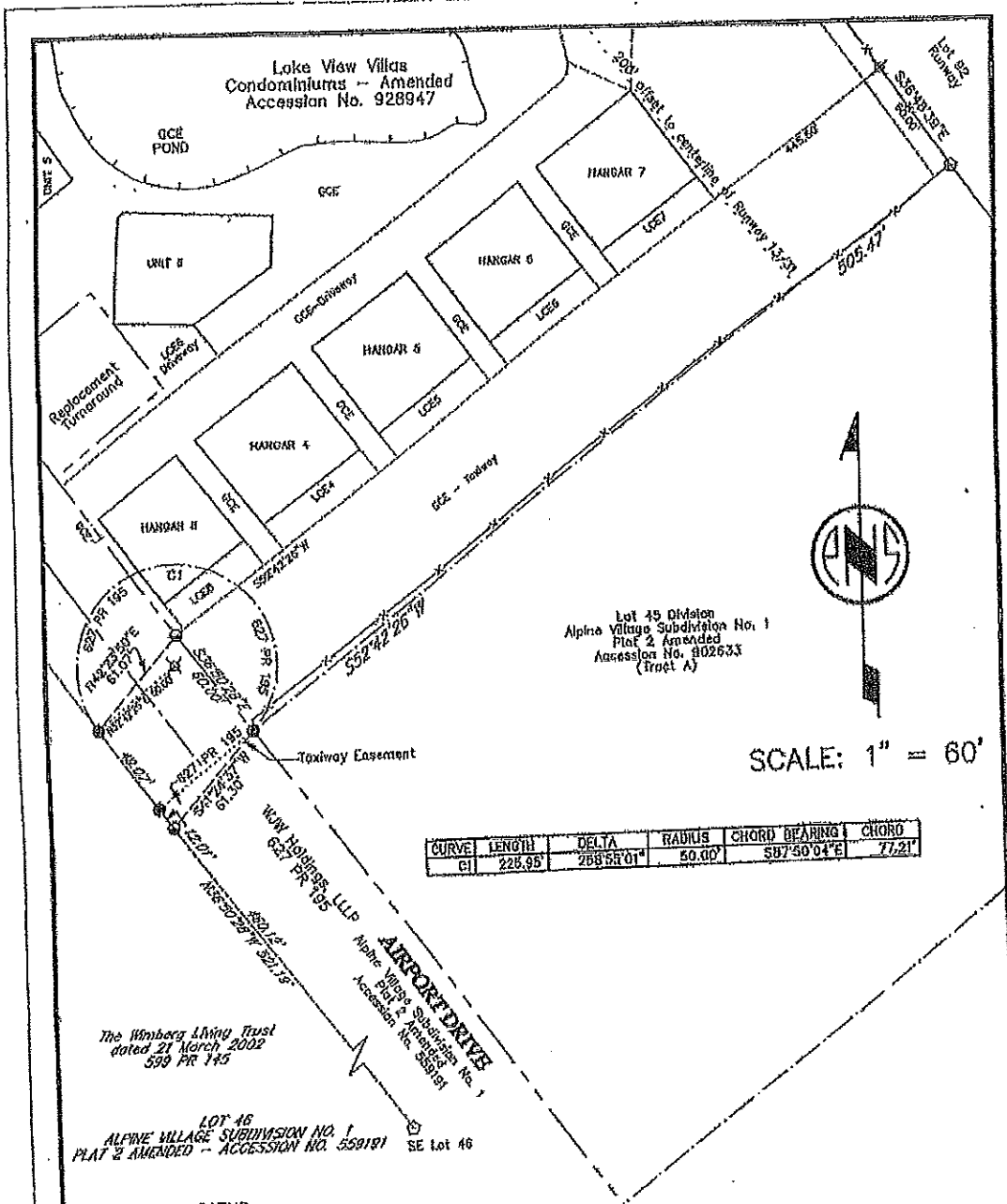
SCOTTA SCHERBEL
Wyo. Registration No. 3889
Data Registration No. 372111
Utah Registration No. 6028

KARLOWE A. SCHERBEL
Wyo. Registration No. 5368

KARL F. SCHERBEL
Wyo. Registration No. 11810
Data Registration No. 15891
CPEDS No. 1279

Surveyor Scherbel, LTD.
Afton, Wyoming
Big Pine, Wyoming
Jackson, Wyoming
Laramie, Wyoming, Idaho
Montpelier, Idaho

*Modification in any way of the foregoing description terminates liability of the surveyor



- LEGEND**
- ⊙ Indicates a 5/8" x 24" steel reinforcing rod with or without a 1-1/2" aluminum SURV-KAP inscribed RLS 528', found this survey.
 - ⊕ Indicates a 5/8" x 24" steel reinforcing rod with 2" aluminum cap inscribed "SURVEYOR SCHERBEL, LTD. AFTON WYOMING PLS 538B or 11810", found or of record.
 - ⊗ Indicates a 5/8" x 24" steel reinforcing rod with 2" aluminum cap inscribed "SURVEYOR SCHERBEL, LTD. AFTON WYOMING PLS 11810", set this survey.
 - ⊗ Indicates a calculated position, no monument found or set.
 - Indicates a right-of-way line.
 - Indicates a centerline.
 - Indicates a deed line of record.
 - Indicates an existing fence line.
 - Indicates an easement or common element boundary as defined on Lake View Villas Condominiums Amended.

EXHIBIT TO ACCOMPANY DESCRIPTION
FOR
WIMBERG LIVING TRUST, DATED 21 MARCH 2002
TAXIWAY EASEMENT
WITHIN
LOT 46
ALPINE VILLAGE SUBDIVISION NO. 1
PLAT 2 AMENDED -- 11TH FILING
SECTION 19
T37N R118W
LINCOLN COUNTY, WYOMING

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DATE: 21 April 2014
DRAWN BY: Karl E. Scherbel
CALCULATED BY: Karl E. Scherbel
CATEGORY/POP: SURVEYOR
FIELD BOOK: 21-17
COMPUTER FILE: HWSch2014.010



SURVEYOR SCHERBEL, LTD.
PROFESSIONAL LAND SURVEYORS
504 S. 8th Street - HARRISTON, WY 82430 - 3145 BOX 225 AFTON, WY TEL. 885-0312
ALPINE, WY TEL. 885-0318 JACKSON, WY TEL. 745-6905 MONTPELIER, ID TEL. 817-2890

600858

EXHIBIT "A"

Beginning at the Southeast corner of Lot 2, also known as the Center West 1/16 corner (as shown on Alpine Village Subdivision No. 1 Plat 2 Amended Instrument #359191) of Section 19, Township 37 North, Range 110 West, Sixth Principal Meridian, Wyoming; and running thence N49°37'01"W 553.82 feet along the 1/16 line to a found 1/2 inch brass rod with a 1 inch Aluminum cap marked LL; thence N4°34'39"W 101.62 feet to a found 1" pipe in concrete; thence N89°55'47"W 109.76 feet to the Right-of-Way of a State line road; thence N1°17'07"E 306.97 feet to a found U.S.S. monument; thence N37°31'33"E 270.17 feet to a found U.S.S. monument; thence N7°56'05"W 388.85 feet to a point on the between found U.S.S. monument; thence N49°59'46"E 498.79 feet to the West line of said Alpine Village Subdivision No. 1 Plat 2 Amended Instrument #359191 said point being on line between found N89°16' and CW 1/16 of said Section 19 as shown on said Subdivision Plat; thence S0°00'00"E 1017.93 feet along said found subdivision line to the point of beginning