

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
551304 OF
ORIVA HILLS SUBDIVISION

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This Declaration is made by Oriva Hills Development, Inc., a Wyoming Corporation, hereafter referred to as "Declarant". Declarant is the owner of all land embraced in the subdivision known as Oriva Hills which is platted and of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Campbell County, Wyoming. This plat is incorporated by reference in this Declaration and is specifically made a part hereof in all respects as if fully set out herein.

The Declarant intends to sell lots contained in Oriva Hills Subdivision (hereafter referred to as "Subdivision").

All of the lots of this Subdivision shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarant subject to the conditions, restrictions, reservations, and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitudes, and covenants (hereafter referred to as covenants). Each and every covenant is for the benefit of the entire Subdivision and for the benefit of each owner of land therein. These covenants shall run with the land and inure and pass with this property and each and every lot therein. These covenants shall be binding on all owners of land in this Subdivision and their successors in interest regardless of how that interest is acquired. This includes, among others, adverse possessors, lessees, and purchasers at mortgage foreclosure sales. These covenants are imposed pursuant to a general plan for the improvement and benefit of the Subdivision.

These covenants are imposed upon the lands comprising the Subdivision as an obligation or charge against the same for the benefit of each and every lot in the Subdivision and the owner or owners thereof. Each and every owner of land in this Subdivision shall have a right to enforce these covenants in accordance herewith which are imposed upon each and every lot in this Subdivision.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Oriva Hills Homeowners Association, a Wyoming non-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 3. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Common Area", referred to on the plat as "Private Recreation Area", shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first lot shall consist of that Common Area as shown on the recorded plat of the Subdivision.

Section 5. "Lot and Block" shall mean and refer to any plot of land shown upon the recorded subdivision plat of the

Properties with the exception of the Common Area.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1. OWNER'S EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situate upon the Common Area.

(b) The right of the Association to suspend the voting rights and the right to use of the Common Area and recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless the Owners of two-thirds (2/3) of the Lots in the Subdivision agree to such action and an instrument reflecting such agreement is recorded with the County Clerk and Ex-Officio Register of Deeds of Campbell County, Wyoming.

(d) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage or grant other security interests in the Common Area; provided, however, that the rights of any mortgagee shall be subject to the rights of the Owners while any mortgage or deed of trust is current and not in default, and further provided that no funds may be borrowed nor shall any mortgage or deed of trust be given unless the Owners of 2/3 of the Lots in the Subdivision agree to such action and an instrument reflecting such agreement is recorded with the County Clerk and Ex-Officio Register of Deeds of Campbell County, Wyoming.

Section 2. DELEGATION OF USE. Any Owner may delegate his right of enjoyment to the Common Area to members of his family, his tenants or contract purchasers who reside on the property.

Section 3. USE RESTRICTIONS. The use of the Common Area shall be subject to the following restrictions:

(a) No use shall be made of the Common Area which will in any manner violate the statutes, ordinances, rules or regulations of any governmental authority having jurisdiction over the Common Area.

(b) No activity shall be conducted on any part of the Common Area which will permanently deny free access to such area.

(c) Use of the Common Area shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

(d) No motor vehicles, motorcycles, or snowmobiles

shall be allowed on the Common Area except as required for construction or maintenance on the Common Area or in specifically described and marked areas designated for snowmobile and motorcycle and recreational tracks, rodeo arenas, parking areas, and any other designated use approved by the Board of Directors of the Oriva Hills Homeowner Association.

Section 4. TITLE TO COMMON AREA. Declarant shall convey title to the Common Area to the Association in fee simple free and clear of all liens and encumbrances on or before conveyance of the first Lot shown on the Subdivision Plat.

ARTICLE III

MEMBERSHIP

Section 1. MEMBERS. Every Owner as defined in Article I above shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot and ownership of such Lot shall be the sole qualification for membership.

Section 2. CLASSES OF MEMBERSHIP. The Association shall have two classes of voting Members whose designations are as follows:

Class A. Class A Members shall be all Owners as defined in Article I above with the exception of Declarant. Each Class A Member shall be entitled to one vote for each Lot in which he holds the interest required for membership as prescribed by paragraph 1 of this Article. When more than one person owns an interest in such Lot, all such persons shall be Members and the vote for such Lot shall be exercised as such persons among themselves determine, but in no event shall more than one vote be cast with respect to each Lot.

Class B. The only Class B Member shall be Declarant which shall be entitled to four votes for each Lot in which it holds the interest required for membership as prescribed by paragraph 1 of this Article. Class B membership shall cease to exist and be converted to Class A membership on the happening of either of the following events:

(a) When the total number of votes outstanding in Class A membership equals the total number of votes outstanding in Class B membership, or

(b) On January 1, 1993.

ARTICLE IV

COVENANT FOR ASSESSMENTS

Section 1. CREATION OF LIEN AND ASSESSMENT AS PERSONAL OBLIGATION. Declarant hereby covenants and each Owner of any Lot by acceptance of a deed therefor is deemed to covenant and agree to pay to the Association annual assessments or charges for the common expenses set forth in these covenants, and special assessments for capital improvements, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, if incurred, shall be a charge on the Lot against which an assessment is made and if not paid when due, shall be a continuing lien upon said Lot. Each such assessment, together with interest, costs, and reasonable attorney's fees, if incurred, shall also be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to any individual's successors in title unless expressly assumed by them.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of paying the expenses of repairing, maintaining, and removing snow from roads in the Subdivision and railroad crossings providing access to the Subdivision until such time as a public authority assumes responsibility for the repair, maintenance, and snow removal on the roads or crossings; administering, managing, repairing, and maintaining the Common Area; acquiring and maintaining insurance relating to the Common Area; acquiring and maintaining general liability insurance for the Association, its officers and directors; and the expenses of water and utility charges for the Common Area; and maintaining and repairing signs, culverts and lighting facilities in the subdivision.

The Association shall maintain a reserve of funds in such amount as it deems necessary to pay for expenses as they accrue. Such reserve shall be funded by regular monthly payments and not by special assessments.

Section 3. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the assessments authorized herein, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for the purpose of authorizing construction of such a capital improvement.

Section 4. NOTICE AND QUORUM FOR ANY ACT AUTHORIZED UNDER PARAGRAPH 3. Written notice of any meeting called for the purpose of taking any action described in paragraph 3 above shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the presence of members or of proxies entitled to cast fifty percent of all the votes of each class of membership shall constitute a quorum. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 5. UNIFORMITY OF ASSESSMENTS. Annual and special assessments shall be fixed at a uniform rate for all Lots. Each Lot will be assessed an equal amount on all assessments.

Section 6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area by Declarant to the Association and shall be payable in equal monthly installments. The annual assessment period shall commence with the first day of the Association's fiscal year and shall terminate on the last day of such year. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year and the Board of Directors shall fix the amount of the first assessment against each Lot on or before the 15th day of the month following the conveyance of the Common Area. Thereafter the annual assessment shall be determined as provided in paragraph 7 of this Article. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificate shall be conclusive and the Association shall not be permitted to deny any facts set forth in such certificate.

Section 7. DETERMINATION OF AMOUNT OF ANNUAL ASSESSMENTS. Within 30 days prior to the end of a fiscal year, the Board of Directors shall determine by estimate the amount of the assessment necessary to pay those expenses required to be paid by the Association pursuant to the provisions of these covenants, provided, however, the annual assessment in any one year may not be increased by more than fifteen percent over the preceding year's assessment without approval of two-thirds of each class of members of the Association. Within 15 days after making such determination, the Board of Directors shall give written notice to each Owner of the amount of his estimated annual assessment. The due dates of the annual assessment shall be established by the Board of Directors of the Association. The annual assessment shall be paid in twelve equal monthly installments.

Within 30 days after the beginning of the fiscal year, the Board of Directors shall calculate the total expenditures made during the preceding fiscal year for expenses paid through the assessments provided for by this Article and shall compute the exact amount owed by each Owner. The Board of Directors shall thereupon notify each Owner of the amount of any excess payment made by such Owner during the preceding year and give the Owner credit for such excess payments on monthly payments remaining to be made by the Owner during that year. If the payments made during the preceding year were insufficient to pay each Owner's share, the amount of such deficiency shall be added on to the monthly payments remaining to be made by Owner during that year. Any deficiency shall be paid in full on or before the end of the fiscal year following the year in which it occurred.

Section 8. EFFECT OF NONPAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of twelve percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property. In order to enforce its lien, the Association has the right to foreclose its lien in the same manner as a mortgage may be foreclosed in the State of Wyoming, and each Owner hereby grants the Association a power of sale in connection with this lien. The Association shall have the power to bid at the foreclosure sale and to acquire, hold, lease, mortgage and convey any property acquired at the mortgage foreclosure sale. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within thirty days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage and requested such notification.

Section 9. SUBORDINATION OF LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall release a Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 10. RECORDS OF RECEIPTS AND EXPENDITURES. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting

the Common Area, specifying and itemizing the expenses. Such records and the vouchers authorizing the payments shall be available for examination by the Owners and others with an interest such as encumbrance or prospective lenders from 8 a.m. to 5 p.m. on any regular working day not a legal holiday.

Section 11. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from the assessments created herein:

(a) All Properties dedicated to and accepted by local public authority, and

(b) The Common Area.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

Section 1. CONSTRUCTION. No residence, building, fence, wall or other structure or improvement of any kind shall be constructed, erected, maintained or replaced on any Lot within the Subdivision and no person or Owner shall change the existing drainage on any Lot, make any excavation, place fill on any Lot, cut or remove vegetation, shrubs or trees, or install a utility or outside antenna on any Lot in the Subdivision until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing by the Architectural Control Committee as to the quality of workmanship in materials, harmony of external design, including color, with the existing structures, location with respect to topography, finish grade and elevation, and compliance with these covenants.

Section 2. COMMITTEE. The Board of Directors of the Association shall constitute the Architectural Control Committee.

Section 3. LIABILITY. The Architectural Control Committee and the members thereof and the Association shall not be liable in damages to any persons submitting requests for approval or to any Lot Owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with respect to such requests.

Section 4. APPROVAL PROCEDURES. If the Architectural Control Committee fails to approve or disapprove the plans and specifications within thirty days after the plans and specifications have been submitted to the Architectural Control Committee, written approval by the Architectural Control Committee will be not be required and the Architectural Control Committee will be deemed to have approved the proposal. If the plans and specifications are not approved by the Architectural Control Committee, the Architectural Control Committee shall state its reasons for its refusal to approve the plans and specifications.

Section 5. EFFECTIVE PERIOD OF APPROVAL. The Architectural Control Committee's approval shall be automatically revoked one year after the date of its initial approval unless the proposed construction has commenced within that one year period or the Architectural Control Committee has granted an extension of time.

ARTICLE VI

USE RESTRICTIONS

Section 1. USE AND RESUBDIVISION.

(a) All Lots in the Subdivision shall be zoned "RR"

and shall be used only for residential or agricultural purposes as outlined in the Campbell County Zoning Regulations; provided, however:

(1) A private airstrip with associated buildings may be constructed, used and maintained within Lot 4 Block 16.

(2) Lots 7-8-9-10-11-12-13-14 of Block 1 may be rezoned and used for commercial and business purposes with approval by the County Planning Commission.

(3) Lots 1-2, 14-15-16 of Block 1; Lots 5-6 of Block 7; Lots 1-2 of Block 13; and Lot 1 of Block 16 may be used for the mining and recovery of scoria. Once mining ceases the land will be reclaimed and the lots will be offered for sale under the same zoning restriction as the rest of the subdivision.

(4) Declarant reserves the right to drill and develop a water well in the Common Area to be utilized for the sale of water with all proceeds to be retained by the Declarant. Declarant reserves the right of ingress and egress to this well site and associated water storage area.

(5) One water well per lot may be permitted and drilled by owner for domestic and livestock water.

(6) Lot 7 of Block 1 and Lot 4 of Block 16 are designated as lots which may be used to develop and sell water by the Declarant with all proceeds to be retained by the Declarant. Declarant reserves the right of ingress and egress to these well sites and associated water storage areas. Lots 16, 17, 18, 19, and 20 of Block 7 contain existing reservoirs. These lots may continue to be used for reservoir purposes.

(b) No Lot in the Subdivision may be resubdivided.

Section 2. BUILDINGS. Only single family dwellings may be placed on Lots in the Subdivision. No more than one single family detached dwelling with customary outbuildings may be placed on any Lot within the Subdivision. Every dwelling shall have a minimum fully enclosed, finished living area of 1,100 square feet, including closed-in porches. "Customary outbuilding" include a private garage, barn and chicken house.

Section 3. TRAILERS. No house trailer or mobile home shall be used on any Lot at any time as a residence or dwelling unit either temporarily or permanently unless the dimensions of the house trailer or mobile home are at least 24 feet by 50 feet and the house trailer or mobile home is constructed with a pitched and shingled roof and is placed on the foundation or full basement and the wheels and towing devices are stored so as to be concealed from the view of neighboring residences and from streets and roads in the Subdivision. House trailers and mobile homes include living units manufactured with an integral towing device or wheels. If the unit is manufactured with an integral towing device or wheels, it does not lose its status as a mobile home or house trailer by the removal of the device or wheels. Modular homes are permitted in the Subdivision.

Section 4. TEMPORARY STRUCTURES. Except as provided in Section 5 below, no tent, shack, temporary structure, or temporary buildings shall be placed on any Lot in the Subdivision. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 5. CONSTRUCTION. All residences constructed in this Subdivision must be completed within twenty-four months after the Lot Owner commences construction. Commencement of construction shall include, without limitation, groundbreaking for construction of basements or footings. Construction workers may, during the construction period, occupy campers on the Lot where construction is occurring. At the expiration of the construction period, the campers must be removed from the Lot. All dwellings must be constructed at least 100 feet from high pressure gas or oil transmission lines in the Subdivision.

Section 6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction or flow of drainage channels in the easement or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 7. MAINTENANCE OF DRAINAGE. No person shall interfere with the established drainage pattern over any property within the Subdivision without the prior written consent of the Architectural Control Committee.

Section 8. DRIVEWAYS. All driveways in the Subdivision must be composed of scoria, gravel, asphalt, or concrete. Only one driveway shall be permitted for each dwelling unit located on a Lot; provided, however, additional driveways may be constructed only after approval by the Architectural Control Committee as to the number and location of the driveways.

Section 9. GARBAGE AND REFUSE DISPOSAL. No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored or allowed to accumulate on any Lot. All such rubbish, trash, or garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. All such rubbish, trash or garbage shall be stored prior to its removal in sanitary containers or in storage areas which are screened by adequate planning or fencing so as to conceal the materials from the view of neighboring residences and from streets and roads in the Subdivision.

Section 10. HAZARDOUS ACTIVITIES. No activities shall be conducted on any Lot in the Subdivision and no improvements shall be constructed on any Lot within the Subdivision which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged in the Subdivision and no open fire shall be lighted or permitted in the Subdivision except in a contained barbecue unit while attended and in use for cooking purposes or within an interior or exterior fireplace; provided, however, garbage and refuse may be disposed of by burning in a container covered with a screen to prevent the spread of sparks or burning debris.

Section 11. NUISANCE. No noxious or offensive activity shall be carried on in the Subdivision nor shall anything be done in the Subdivision which is or may become an annoyance or nuisance to other Owners in the Subdivision. All activities which are a violation of any applicable statute, ordinance, or governmental regulation are prohibited.

Section 12. SOUNDS AND ODORS. No sound or odor may be emitted from any Lot within the Subdivision which is noxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, other than outdoor telephone buzzers and bells and security devices used exclusively for security purposes, shall be located or used in the Subdivision. No motorized vehicles may be operated in the Subdivision unless those vehicles are equipped with adequate mufflers.

Section 13. ANIMALS. Horses, cattle, llamas, donkeys, swine, sheep, goats, and other livestock may be kept on a Lot provided the property is fenced in an animal-tight manner. No wild animals may be kept in the Subdivision. No more than one head of such livestock per five acres owned by an Owner shall be allowed in the Subdivision; provided, however, that two sheep per five acres owned will be allowed; and provided that however 20 horses, sheep or cattle contained in a barn and corrals or runs connected to a barn used as a stable or show barn will be allowed. Hogs must be maintained and confined to a barn or within a hog fence. Any hog fence must be of such construction as to retain the hogs within its boundaries and to keep them totally screened and concealed from the view of neighboring residences and from the streets in the Subdivision. Chickens shall be maintained and confined to a barn or chicken coop; provided, however, any chicken coop area must be fenced with chicken wire and enclose an area not to exceed 1,000 square feet.

Household pets shall be kept confined or on a leash within the boundaries of the Owner's Lot. No more than two dogs or two cats or a total of four such animals shall be kept and maintained by any single household. Litters of dogs and cats may be kept in the Subdivision until the age of three months is reached, at which time any animals in excess of the above stated limit must be removed from the Subdivision. All dogs and cats must be vaccinated against rabies and licensed as required by any applicable governmental authority.

Every owner of a pet shall maintain strict control over his pet and shall prohibit the pet from making loud disturbing noises or any other behavior reasonably annoying to other Lot owners.

Section 14. MAINTENANCE. Each Owner shall keep his Lot in a clean, safe, attractive and slightly condition and keep his Lot and the improvements placed thereon in good repair. In the event of damage to or destruction of any of the improvements located on a Lot, the Owner thereof shall cause the damaged or destroyed improvements to be restored to its original condition or replaced within a reasonable period of time or the Owner shall cause the damaged or destroyed improvement to be demolished and removed from the site and the site suitably landscaped subject to the approval of the Architectural Control Committee.

Section 15. SIGNS. No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained in the Subdivision so as to be evident to public view except signs as may be approved in writing by the Architectural Control Committee and street and county addressing signs. A sign advertising an individually owned Lot for sale or for lease may be placed on such individually owned Lot; provided, however, that the dimensions, color, style and location of such sign shall not exceed five (5) square feet in area without the prior written consent of the Architectural Control Committee.

ARTICLE VII

GENERAL PROVISIONS

Section 1. TERM. These covenants are to run with the land and shall be binding upon all persons claiming under them for a period of thirty years from the date these covenants are recorded. These covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the Owners of a majority of all Lots in the Subdivision has been recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Campbell County, Wyoming, agreeing to repeal or amend these covenants in whole or in part.

Section 2. ENFORCEMENT. If anyone violates or attempts to violate any of these covenants, the Architectural Control Committee, the Association, or any Owner of any Lot in the Subdivision, may bring a suit against the person or persons violating or attempting to violate these covenants in order to prevent them from violating or attempting to violate these covenants or to recover damages for such violation, and any person violating these covenants shall be liable for all costs incurred in prosecuting this suit, including a reasonable attorney's fee, and for liquidated damages in the amount of \$25.00 per day until the violation is cured.

Section 3. DECLARANT'S ACTIVITIES. Anything in these covenants to the contrary notwithstanding, the Declarant may, during the sale of Lots in the Subdivision, erect such facilities as in Declarant's sole discretion may be reasonably required, convenient, or incidental to the development of the Properties, including but not limited to, a business office, storage area, construction yards, signs, and sales offices. These covenants shall not apply to the business activities of the Declarant, signs and billboards of the Declarant, or construction or maintenance of buildings by Declarant, its agents, successors or assigns, during the period of sale of Lots in the Subdivision by the Declarant.

Section 4. MINERAL ACTIVITIES. Anything in these covenants to the contrary notwithstanding, nothing in these covenants shall restrict, impair, or in any way limit the right of the owners of any coal, oil, gas uranium, fissionable materials, precious metals, shale, scoria, gravel and other minerals, of every kind and character, (hereafter referred to as "minerals"), in or underlying the Subdivision or their designees, lessees, successors or assigns, to explore, drill, mine, develop, or produce those minerals from the Subdivision, and the owners, their designees, lessees, successors and assigns shall have the right to use the lands in the Subdivision and to operate such vehicles and equipment thereon as they desire in order to conduct mineral operations in the Subdivision, and nothing in these covenants shall restrict or impair the Declarant's right to explore for, drill, produce, and utilize water from the Subdivision.

Section 5. COUNTY ENFORCEMENT. In the event Oriva Hills Homeowners Association shall fail to maintain the Common Area in a reasonable order and condition in accordance with the plan submitted, the Board of County Commissioners of Campbell County may serve written notice upon the association or upon the residents of the Subdivision, setting forth the manner in which the Association has failed to maintain the Common Area in a reasonable condition. This notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days thereof, and shall state the date and place of a hearing thereon, which shall be held within fourteen (14) days of the notice. At such hearing, the Board of County Commissioners of Campbell County, Wyoming, may modify the terms of its original notice as to the deficiencies and may give an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modifications thereof are not corrected within said thirty (30) days or any extension thereof, the Board of County Commissioners of Campbell County, Wyoming, in order to preserve the taxable values

of the property contained within the Subdivision, and to prevent the Common Area from becoming a public nuisance and public liability, may undertake to maintain the same for a period of one (1) year. Before the expiration of said year, the Board of County Commissioners of Campbell County, upon its initiative or upon the written request of the association, it shall call a public hearing upon notice to such association and to the residents of the subdivision involved, to be held by the Board of County Commissioners, at which hearing such association or the residents of the subdivision shall show cause why such maintenance by the County shall not, at the election of the County, continue for a succeeding year. If the Board of County Commissioners shall determine that such association is ready and able to maintain the Common Area in a reasonable condition, the County shall cease to maintain the Common Area at the end of the year. The cost of maintenance by the County shall be paid by the owners of the properties within the subdivision that have a right to enjoyment or use of the Common Area involved and any unpaid assessments shall become a tax lien upon said properties. The County shall file a notice of such lien in the office of the County Clerk upon the property affected by such lien within the Subdivision, and shall certify such unpaid assessments to the County Treasurer for collection, enforcement and remittance of the general property taxes in the manner provided by law.

Section 6. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect the validity of any of the other provisions of these covenants, which shall remain in full force and effect.

DATED this 20 day of JUNE, 1984.

ORIVA HILLS DEVELOPMENT, INC.

Micky D. Wagensen
President



Attest: Doris Hagensen
Secretary

STATE OF WYOMING)
COUNTY OF CAMPBELL) SS.

The foregoing instrument was acknowledged before me this 20 day of June, 1984, by Micky D. Wagensen, President of Oriva Hills Development, Inc.

WITNESS my hand and official seal.

Judy M. Homan
Notary Public

My commission expires: 12/2/87



STATE OF WYOMING)
Campbell County) ss. **551304**
Filed for record this 16th day of August
A.D. 1984 at 4:36 o'clock P.M. and recorded
in Book 764 of Photos RECORDED
on page 452 Fee \$ 24.00 INDEXED
Cheryl E. Addison CHECKED
County Clerk and Ex Officio Register of Deeds
By Laura K. Williams

