



**SECOND AMENDED, FULLY RESTATED AND
CONSOLIDATED**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
STAR VALLEY RANCH RV PARK**

This is the Second Amended, Fully Restated and Consolidated Declaration of Covenants, Conditions and Restrictions (hereinafter sometimes the "Consolidated Declaration" or the "Declaration"), of the Star Valley Ranch RV Park (hereinafter sometimes the "RV Park"), which completely amends, supersedes and replaces all prior Declarations of Covenants, Conditions and Restrictions, as previously amended (all of which prior Declarations are listed on **Exhibit "A"** attached hereto) (hereinafter collectively the "Prior Declarations"), for all of the real property described on **Exhibit "B"** attached hereto, including, without limitation, all real property in Plat 1 (Phase I) (comprising 476 lots); Plat 1 – 2nd Filing (Phase I – Stage 5) (comprising 15 lots); Plat 2 (Phase II – Stage 1) (comprising 84 lots); Plat 2 (Phase II – Stage 2) (comprising 74 lots); Plat 4 Stage 1 (comprising 52 Lots), Plat 4, Stage 1 – 2nd Filing (comprising 14 lots); Plat 4 Stage 2 (comprising 38 lots); Plat 4 Stage 3 (comprising 32 Lots); and all real property in new Plat 5 Stage 1 (comprising 68 Lots), in the Star Valley Ranch RV Park, together with all Common Areas related thereto.

W I T N E S S E T H

WHEREAS, Article 7 of the Prior Declarations provides that the Developer (as hereinafter defined) may amend said Prior Declarations at any time up until the latter of (1) the date of Developer's Relinquishment of all and every portion of Developer's right, title and interest in, and the rights and duties related to the RV Park to the Association, or (2) the date of the Completion of the Development, as defined therein, neither of which has occurred; and

WHEREAS, the Developer now desires to completely supersede, amend, fully restate and consolidate the Prior Declarations (as listed on Exhibit "A" hereto), and add the 68 Lots in Plat 5 Stage 1 thereto, such that this Second Amended, Fully Restated and Consolidated Declaration of Covenants, Conditions, and Restrictions of Star Valley Ranch RV Park, now states in its entirety as follows:

ARTICLE 1

DEFINITIONS

As used in this Declaration, and all amendments thereto, unless the context otherwise requires, the following definitions shall prevail:

1.1 Adjacent Subdivisions means those subdivisions recorded in Lincoln County, Wyoming, known as: **(1)** Bridger View Ranches (recorded on June 17, 1998, as Instrument No. 851191, as Plat No. 373, **(2)** Stewart Country Club Estates, Phase I (recorded on April 14, 2004 as Instrument No. 898491, as Plat No. 315-B, **(3)** Stewart Country Club Estates, Phase II (recorded on May 10, 2005, as Instrument No. 908281, as Plat 382-D, and **(4)** Bridger Mountain

Subdivision, Phase I (recorded on February 6, 2008, as Document No. 936770), (hereinafter this latter subdivision is referred to as “**Bridger Mountain**”), which Bridger Mountain subdivision map was amended **(a)** on June 11, 2009, by Document No. 947694, and **(b)** again on August 11, 2010, by Document No. 954874, in Book 751, Page 805, and **(c)** again on July 3, 2018, by Document No. 998743, all in Lincoln County, Wyoming, such that the Bridger Mountain subdivision, Phase I now includes single family residential lots 9 through 29, condominium lots 8 through 63, and all of Bridger Mountain Drive.

1.2 Architectural Committee means a committee or group which may be formed by the Developer or an Association, if applicable, to promulgate, implement and/or enforce rules and regulations within the Development related to architecture, design, construction, reconstruction, remodeling, and other similar issues, including, without limitation, the review of plans for work to be performed by Lot Owners on their Lots, the issuance of construction permits, the enforcement of the rules set forth in this Declaration, and the like.

1.3 Assessment means the payments that some or all of the Lot Owners and/or Club Members are required to pay to the Developer or to the Association.

1.4 Association means RV PARK ASSOCIATION, a Wyoming non-profit corporation, or such other similar entity formed pursuant to this Declaration which may become responsible for the operation and maintenance of the RV Park upon Relinquishment by the Developer (defined below). If there are both Club Members and Lot Owners, then the Association shall be comprised of both Lot Owners and Club Members. If there are only Club Members or Lot Owners, the Association may be an Association of Lot Owners or an Association of Club Members.

1.5 Board of Directors shall mean the Directors of the Association or their designees.

1.6 Bylaws means the Bylaws of the Association, as they may exist from time to time.

1.7 Club Member means the person, persons or entity to whom the Developer has sold a club membership, pursuant to a membership contract which (1) grants the right to utilize RV Park spaces and/or Lots for overnight stays and (2) requires the payment of Assessments and the Nightly Facility Fee.

1.8 Common Areas means the portions of the RV Park not included in the Lots.

1.9 Completion of the Development means the date when the Developer records a Declaration of Completion with the County Recorder of Lincoln County, Wyoming, declaring (1) that the Star Valley Ranch RV Park has been fully and finally completed; and (2) that the Developer has sold all of its Lots in the RV Park. It is contemplated that the Developer may develop 1,400 or more RV Park Lots; however, nothing in this Declaration shall be construed to mean that the Developer must develop said number of Lots.

1.10 Declaration means this instrument entitled, “Declaration of Covenants, Conditions, and Restrictions,” as it may from time to time be amended.

1.11 Developer means LEISURE VALLEY, INC., a Nevada Corporation (Successor in interest to Star Valley Ranch RV Park, a Limited Partnership), and its successors or assigns.

1.12 Facility Fees mean payments that all Lot Owners and Club Members are required to pay by reason of the ownership of a Lot, or by reason of their club membership in the RV Park; Lot Owners are required to pay the Annual Facility Fee and Club Members are required to pay a Nightly Facility Fee, as described in Article 11.

1.13 Limited Common Areas means those Common Areas which are reserved, or which may from time to time be designated by Developer, for the use of certain Owners of Lots and/or certain Club Members, to the exclusion of all other Lot Owners and/or Club Members.

1.14 Lot, RV Lot and RV Park Lot means a Lot, together with the undivided share of the Common Areas, on a plat now or hereafter recorded as part of the Star Valley Ranch RV Park or the Adjacent Subdivisions which is subject to ownership in fee. The foregoing terms include the land of a Lot, all improvements thereon, and all easements and rights appurtenant thereto.

1.15 Lot Owner and Owner of a Lot mean the person, persons, or entity, including the Developer, having fee ownership of a Lot, or having equitable ownership of a Lot pursuant to a long-term real estate installment contract, or having a life estate in a Lot, or having a leasehold interest in a Lot pursuant to a 99-year lease.

1.16 Occupant means the person or persons in possession of a Lot.

1.17 Quorum means the minimum number of Lot Owners or Club Members required to be present in person or by proxy at any meeting upon which a vote will be taken, as further described in Article 6.3, below.

1.18 Relinquishment by the Developer and Developer's Relinquishment shall mean Developer's transfer, relinquishment, assignment, conveyance and/or delegation of all or any portion of Developer's interest in the RV Park (including without limitation, the common areas, the unsold Lots or any part thereof, the Utility Systems or any part thereof, the streets or any part thereof, and/or the recreational facilities or any part thereof) and/or all or any portion of the Developer's rights and/or duties related to the RV Park and the Adjacent Subdivisions (including without limitation, the maintenance responsibilities related to the Common Areas and/or the Unsold Lots) to the Association.

1.19 RV Park, RV Park Property, Star Valley Ranch RV Park, and Star Valley Ranch RV Park Property mean all of the real property described in Exhibit "B" attached hereto and made a part hereof, including all Lots, Common Areas, and Limited Common Areas, and shall also include any other additional plat, plats, Lots, Common Areas, Limited Common Areas, condominiums, or other real property or improvements hereafter recorded as part of the STARVALLEY RANCH RV PARK development in Lincoln County, Wyoming.

1.20 Unsold Lot means any Lot owned by the Developer or the Association, however or whenever acquired or reacquired.

1.21 Utility Systems means the following systems, as defined below:

1.21.1 Primary Water System means all RV Park water wells, water pumps, pump houses, water storage tank(s), and all main water supply lines, pipes, and related equipment located outside the RV Park, used to convey water from the water wells to the water storage tank(s), and from the water storage tank(s) to the boundary of the RV Park.

1.21.2 Secondary Water System means all water supply lines, pipes, and equipment, located within the RV Park, used to convey water from the Primary Water System lines and pipes (which come to the boundary of the RV Park), to the RV Park Lots.

1.21.3 Primary Sewer System means all sewer lagoons, pumps, and all sewer lines, pipes and related equipment located outside the RV Park, which are used to convey sewage from the boundary of the RV Park to the sewer lagoons.

1.21.3 Secondary Sewer System means all sewer lines, pipes and related equipment located within the RV Park, used to convey sewage away from the RV Park Lots to the main sewer lines of the Primary Sewer System (which begin at the RV Park boundary), and which main sewer lines then convey sewage away from the RV Park to the lagoons.

ARTICLE 2

SUBMISSION STATEMENT

The undersigned Declarant hereby declares that the real property described in Exhibit "B" attached hereto, together with the improvements thereon, shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, whether in whole or in part, subject to the covenants, conditions, restrictions, reservations, rights and duties set forth in this Declaration. This Declaration is declared and agreed to be in furtherance of a general plan for the division, improvement and sale of the RV Park and is established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the RV Park, and every part thereof. All of this Declaration shall run with all Lots, parcels, plats, Common Areas, Limited Common Areas, condominiums, and other real property and improvements in the RV Park for all purposes and shall be binding upon and inure to the benefit of Developer, the Association and all Lot Owners and Club Members, and their successors and assigns. Any and all covenants, conditions, restrictions, reservations, rights and duties set forth herein are hereby declared to run with the land and are declared to be attached to and part of the title and ownership of each Lot in each plat of the RV Park and any other additional plat or plats hereafter recorded as part of the STAR VALLEY RANCH RV PARK in Lincoln County, Wyoming.

ARTICLE 3

NAME

The name by which this development is to be identified is:

STAR VALLEY RANCH RV PARK

ARTICLE 4

IDENTIFICATION OF PLATS

4.1 Plat Designation. For the purpose of identification, all areas of the RV Park except the Common Areas have been or will be given identifying plat designations and have been or will be subdivided into numbered Lots. The aforesaid identifying designations may also be used as an identifying designation for purposes of Lot ownership.

4.2 Additional Units. The Developer contemplates developing approximately 1,400 or more Lots as part of the RV Park. Nevertheless, nothing herein shall require the Developer to develop any number of Lots, nor preclude the Developer from developing or including any Lots, areas, Common Areas, Limited Common Areas, condominiums, units, or other developments or other real property or improvements as a part of the RV Park that are different from the original RV Park. The Developer may make additional Lots, units, areas, Common Areas, Limited Common Areas, condominiums, developments or other real property or improvements a part of the original Star Valley Ranch RV Park development and may allow or require new purchasers of such additional Lots, units, areas, condominiums, developments or improvements, as well as the purchasers of club memberships related thereto, to become members of the Association. Additionally, in the future, some of the RV Lots within the RV Park will have year round homes.

ARTICLE 5

DEVELOPER'S RIGHTS

5.1 Operation. The Developer shall have the right to operate the RV Park or any portion thereof on a club membership basis in lieu of or in addition to selling Lots to individual owners; provided that all use and occupancy provisions of this Declaration will be observed by Club Members as well as Lot Owners.

5.2 Club Memberships. The Developer shall have the right to sell and/or convey club memberships entitling purchasers thereof (*i.e.*, the Club Members) to the use of Unsold Lots in the RV Park upon such terms and conditions as the Developer in its sole discretion may deem appropriate. Unless otherwise limited by the Developer, the persons or entities who have purchased such memberships shall be entitled to utilize all Common Areas and recreational facilities of the RV Park in the same manner and to the same extent as Lot Owners.

5.3 Rules and Regulations. The Developer, in its sole discretion, shall have the right to make and implement rules and regulations governing the Club Members and/or Lot Owners concerning the use and operation of the RV Park. These rules shall be binding upon all Club Members and Lot Owners.

5.4 Assignability. Unless otherwise provided herein, any and all of the rights, duties and interests of the Developer that are established by this Declaration are assignable to the Association. The Developer shall have the right at any time, and from time to time, within 21 years after the death of the now living last surviving grandchild of Harold P. Stewart, Harold Val Stewart and Michael Joe Stewart to sell, transfer, assign, relinquish, convey and/or delegate all or any portion of the RV Park that is owned by the Developer (including without limitation, the

Common Areas and/or the Unsold Lots, or any part thereof, the Utility Systems or any part thereof, the streets or any part thereof, and/or the recreational facilities or any part thereof), and/or all or any portion of the Developer's rights and/or duties related to the RV Park (including without limitation, the maintenance responsibilities related to the Common Areas and/or Unsold Lots) to the Association (sometimes referred to herein as "Relinquishment by the Developer" or "Developer's Relinquishment"). The Association shall assume and the Developer shall thereafter be relieved of all such rights, duties, maintenance responsibilities, Common Areas, Unsold Lots, systems and portions of the RV Park so transferred and relinquished. After the Developer's Relinquishment to the Association of any or all of the Developer's rights, duties or interests that are established by this Declaration, the term "Developer," as used herein, shall then refer to the Association with respect to the rights, duties and/or interests so transferred and relinquished. Even after the Relinquishment by the Developer to the Association, the Developer and Harold Val Stewart, Michael Joe Stewart, Pamela Gaye Driscoll and Timothy Wayne Stewart, personally, shall never be required or obligated to pay any Assessment, Annual Facility Fees, Nightly Facility Fees, Special Assessments, Common Expenses, Deficit Assessments, or other Financial Obligations as defined in Article 12, or any other financial Assessments or responsibilities or obligations of any kind relating to the any unsold Lot or Lots otherwise owned by the Developer or Harold Val Stewart, Michael Joe Stewart, Pamela Gaye Driscoll and Timothy Wayne Stewart, personally, including any future Lots developed hereafter.

5.5 Formation of Association. The Developer shall have the right to organize the Association, or the Developer may delegate the responsibility to organize the Association to the Lot Owners and/or the Club Members. The Association shall be comprised of the Lot Owners and Club Members, or if there are only Club Members or Lot Owners, then the Association shall be comprised of the Club Members or Lot Owners of the RV Park, and the Lot Owners of the Adjacent Subdivisions. The Association shall be governed by a Board of Directors which will be comprised of nine (9) Directors. At such time as the Developer elects to transfer the Common Areas, or any portion thereof, to the Association, such transfer shall be made subject to the rights of the Lot Owners and the Club Members to continue to utilize the Common Areas, as well as the Lot Owners in the Adjacent Subdivisions.

5.6 Restriction on Formation. Nothing contained in this Declaration shall require the Developer to organize the Association, or require the Developer to transfer, relinquish or assign all or any portion of the RV Park (including any Common Areas or Unsold Lots), or any of the Developer's rights or duties related thereto, to the Association. The Club Members and/or the Lot Owners may not organize the Association as defined herein without the express written consent of the Developer.

5.7 Limited or Temporary Club Memberships. The Developer shall also have the right to enter into contracts or agreements with persons or entities on a limited or temporary club membership basis upon such terms and conditions as the Developer, in its sole discretion, may deem appropriate. Unless otherwise limited by the Developer, all persons or entities who have purchased limited or temporary club memberships shall be entitled to utilize Common Areas and recreational facilities in the RV Park in the same manner and to the same extent as Lot Owners, and the Developer shall have the right to entitle such purchasers to the use of Unsold Lots in the RV Park upon such terms and conditions as the Developer, in its sole discretion, may deem appropriate.

5.8 Rental. The Developer shall have the right to rent its Unsold Lots to such persons or entities as the Developer, in its sole discretion, may deem appropriate. Unless otherwise limited by the Developer, all persons or entities who rent an Unsold Lot from the Developer shall be entitled to use the Common Areas and recreational facilities of the RV Park in the same manner and to the same extent as the renters of a Lot from a Lot Owner, and the Developer shall have the right to entitle such renters of Unsold Lots to the use of Unsold Lots in the RV Park upon such terms and conditions as the Developer, in its sole discretion, may deem appropriate. Notwithstanding anything herein to the contrary, neither the Developer nor the renters of any Unsold Lot from the Developer shall be required to pay any Assessments or Financial Obligations in connection with the use, ownership, or rental of any Unsold Lot or the undivided share of the Common Areas associated therewith even after the formation of an Association.

5.9 Committees. The Developer shall have the right at any time, and from time to time, to establish and organize such committee(s) as the Developer may deem appropriate to carry out and perform all or any portion of the duties and/or functions of the Developer set forth in this Declaration. Each committee shall have such rights and authority as may be delegated by the Developer; provided however, such rights and/or authority may be withdrawn by the Developer at any time, or from time to time, at the Developer's sole discretion. The Developer shall have the power to appoint the members of each committee or to direct how such members will be selected, and the Developer shall also have the right to remove or replace any member(s) of any committee(s) without cause, and/or to appoint such new or additional member(s) as the Developer may from time to time deem appropriate. Unless otherwise required by the Developer, a decision of the majority of all members of any committee formed pursuant to this Article 5.9 shall constitute a decision of the committee; provided however, the Developer shall have the right, in its sole discretion, to overrule the decision of the majority of the members of any committee on any matter(s) before such committee, and the decision of the Developer on such matter(s) shall be deemed the decision of the committee.

ARTICLE 6

VOTING RIGHTS

6.1 Vote Before Relinquishment. Neither the Lot Owners or Club Members shall be entitled to voting rights as enumerated in this Article 6 until the Developer's Relinquishment of the RV Park, or any portion thereof, to the Association.

6.2 Vote Upon Relinquishment. After the Developer's Relinquishment of all or a portion of the RV Park to the Association as aforesaid, then the members of the Association, including the Developer, shall be entitled to vote as hereinafter set forth.

6.3 Voting in General; Proxy Voting; Quorum Requirement. The Owner of each Lot, including the Developer, will be entitled to one (1) vote for each Lot owned, and each Club Member will be entitled to one (1) vote for each club membership owned. Any notice of a meeting wherein the Lot Owners or Club Members will be entitled to vote on any matter, as provided in Article 6.8, below, shall contain a brief description of the matter(s) upon which a vote will be taken at the meeting, together with instructions regarding how a Lot Owner or Club Member may be represented by proxy in lieu of attendance at such meeting. All voting will be

done by a written ballot, and using a process designed by the Developer or the Association, as applicable, to validate that only eligible Lot Owners or Club Members are able to vote (in person or by proxy) in accordance with this Declaration, including without limitation the provisions of Article 6.5, below. A Quorum constituting not less than thirty percent (30%) of all Lot Owners or Club Members entitled to vote on a matter (whether in person or by proxy) shall be required before any vote may be taken on any matter. If a Quorum is not present (whether in person or by proxy), no action may be taken on the matter.

6.4 Lot Owner's Voting. The vote of the Owner of a Lot or club membership is not divisible, and the Owner of a Lot or club membership shall be entitled to no more or no less than one (1) equal vote in the Association for each Lot or club membership owned, regardless of whether the Owner is a single person or entity or a group of persons and/or entities. If a Lot or club membership is owned by more than one (1) person or entity, the owners of said Lot or club membership shall designate one of them as a "Voting Member." The designation of the Voting Member shall be provided for by, and subject to, the provisions and restrictions set forth in the By-laws of the Association.

6.5 Restrictions on Voting Rights. The Owner of a Lot or a club membership shall not be entitled to vote if such Owner is delinquent in the payment of Assessments or fees (including without limitation the Facility Fees) related to the Lot or club membership to the Developer or to the Association, or if the Owner is otherwise in violation of these Covenants, Conditions, and Restrictions; provided, however, the Developer shall not be required to pay any Assessments in order to vote in connection with its Unsold Lots (as defined above) or in order to appoint six (6) Directors as provided herein.

6.6 Developer's Right to Appoint Directors. Anything contained herein to the contrary notwithstanding, the Developer shall have the right to appoint six (6) of the nine (9) Directors of the Association until the Completion of the Development, as defined herein; The Board of Directors of the Association shall not be bound by any vote or resolution of the Lot Owners and/or Club Members on any matter so long as the Developer has the right to appoint said six (6) Directors. The Developer shall have the right to remove any of the six (6) Directors appointed by the Developer and replace said Directors from time to time without cause. The rights of the Developer to appoint six (6) of the nine (9) Directors of the Association may only be waived by the Developer in writing. The rights of the Developer to appoint six (6) of the nine (9) Directors of the Association is not assignable to the Association and need not be waived or assigned to the Association in order to constitute a complete "Relinquishment by the Developer" of the RV Park to the Association, as defined herein. Rather, such rights may be held by the Developer after the Developer's Relinquishment of all and every portion of the RV Park to the Association (up until the Completion of the Development, as provided hereinabove).

6.7 Cumulative Voting. The Articles of Incorporation of the Association shall provide for cumulative voting for all Directors to be elected (excluding the six [6] Directors to be appointed by the Developer as set forth above), such that each Lot Owner or Club Member is entitled to one (1) vote for each Lot or club membership owned multiplied by the number of Directors to be elected by the Lot Owners and Club Members. The Lot Owner or Club Member may then cast all of such voting shares for a single Director or may distribute them among any two (2) or more of them, as he may see fit. For example, if there are nine (9) Directors to be

elected, (e.g., after the Completion of the Development), each Lot Owner or Club Member would be entitled to nine (9) voting shares for each Lot or Club Membership owned, all of which he may cast for one (1) Director, or he may cast some for one (1) and some for another Director, in any way he chooses. On the other hand, if only three (3) Directors are to be elected, (e.g., prior to the Completion of the Development, each Lot Owner or Club Member would be entitled to only three (3) voting shares, all of which he may cast for one Director, or he may cast some for one or another in any way he chooses.

6.8 Notices of Lot Owner or Club Member Voting Opportunities. Before a vote of the Lot Owners and/or Club Members is taken on any matter, written notice of the meeting at which such vote will be taken shall be mailed by first class mail at least twenty-one (21) calendar days prior to such meeting, addressed to each of the Lot Owners and Club Members affected by such vote at his or her last known address as it appears on the records of the Developer or the Association, as applicable. If no address appears on such records, then such notice shall be sent to the Lot Owner or Club Member affected at General Delivery, Thayne, Wyoming 83127, and such mailing shall constitute proper notice.

ARTICLE 7

AMENDMENTS TO DECLARATION

7.1 Developer's Right to Amend before Sale of 1,200 Lots. This Declaration may be amended by the Developer at any time prior to the sale of one thousand two hundred (1,200) Lots in the RV Park, with or without the consent of the Association, the Lot Owners and/or the Club Members.

7.2 Developer's Right to Amend after Sale of 1,200 Lots. After the sale of one thousand two hundred (1,200) Lots in the RV Park, the Developer shall have and hereby reserves the right to amend this Declaration, with or without the consent of the Association, the Lot Owners and/or Club Members, at any time up until the latter of (1) the date of the Developer's Relinquishment of all and every portion of Developer's right, title and interest in, and rights and duties related to the RV Park to the Association, or (2) the date of the Completion of the Development, as defined herein, provided that:

7.2.1 In no event shall the Developer's right to amend this Declaration exceed a period of twenty-one (21) years after the death of the now living last surviving grandchild of Harold P. Stewart, Harold Val Stewart and Michael Joe Stewart;

7.2.2 The Developer's power to make amendments to this Declaration after the sale of one thousand two hundred (1,200) Lots in the RV Park, shall cease to exist at the latter of (1) the Completion of the Development (as defined herein); or (2) the date of the Developer's Relinquishment of all and every portion of Developer's right, title and interest in, and rights and duties related to the RV Park to the Association.

7.3 Amendment by Lot Owners. After the sale of one thousand two hundred (1,200) Lots in the RV Park, if an Association has been organized, this Declaration may also be amended by an affirmative vote of not less than fifty-one percent (51%) of the Lot Owners and Club Members present at an Association meeting in person or by proxy, where a Quorum is present, or

if no Association has been organized, then by the affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) of the Lot Owners and Club Members present at a meeting in person or by proxy, where a Quorum is present; provided, however, if a club membership or a Lot is owned by more than one (1) person or entity, only one (1) of the Owners of such Lot or club membership shall be entitled to vote. However, anything contained herein to the contrary notwithstanding, the Club Members and/or Lot Owners may not amend this Declaration at any time prior to (1) the date of the Developer's Relinquishment of all and every portion of Developer's right, title and interest in, and rights and duties related to the RV Park to the Association, or (2) the Completion of the Development as defined herein, whichever is later, without the written consent of the Developer.

7.4 Developer's Transfer of Amending Rights. The rights of the Developer contained in this Article 7 may not be transferred or assigned by the Developer to the Association, and may only be waived by the Developer in writing, but need not be transferred or assigned to the Association or waived in order to constitute a full and complete "Relinquishment by the Developer" of the RV Park to the Association (as defined herein). Rather, the rights provided in this Article may be held by the Developer after the Developer's Relinquishment of all and every portion of Developer's right, title and interest in, and rights and duties related to, the RV Park to the Association.

ARTICLE 8

THE OPERATING ENTITY

The Developer is responsible for the operation of the RV Park and the maintenance of that portion of the RV Park owned by the Developer (including without limitation the Common Areas) until the Developer's Relinquishment of these rights and duties to the Association. After the Developer's Relinquishment of all or any portion of the RV Park to the Association, the Developer shall be relieved of the responsibility to maintain and govern the operation of that portion of the RV Park so relinquished, and the Association shall assume such rights and duties and shall have all powers and responsibilities relating the operation and maintenance of that portion of the RV Park so Relinquished by the Developer.

ARTICLE 9

BYLAWS

9.1 Purpose of Bylaws. The Association Bylaws shall provide for the Association's operation and maintenance of those portions of the RV Park relinquished by the Developer to the Association.

9.2 Amendment of Bylaws. The Bylaws may be amended in the manner provided for therein, but no amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Lot or Common Area in the RV Park, or which would be inconsistent with this Declaration.

ARTICLE 10

ASSESSMENTS

10.1 Right to Collect Assessments. The Developer (or the Association, if applicable) may levy and collect a reasonable monthly or Annual Assessment against each Lot Owner or Club Member (excluding the Developer) to pay the costs and expenses of operating and maintaining the Development, together with reasonable overhead and profit, including without limitation, (a) the costs and expenses of operating and maintaining the Development, together with the facilities located thereon, (b) the costs and expenses of operating and maintaining the Unsold Lots, together with the facilities (if any) located thereon, (c) the costs and expenses of operating and maintaining the RV Golf Course, (d) the costs and expenses of operating and maintaining the common area Recreational Facilities of the Star Valley Ranch RV Park, (e) the costs and expenses necessary to permit the Developer (or the Association, if applicable) to carry out its duties under this Declaration, and (f) to the extent necessary, the costs and expenses (i) to maintain the roads of the Development, (ii) to maintain, repair and operate the Secondary Water System in order to provide water service to the Development, (iv) to maintain, repair and operate the Secondary Sewer System to provide sewage disposal service to the Development, and (vi) to provide security to the Development (if the Developer, or the Association, elects to provide security services) (hereinafter collectively referred to as the "**Common Expenses**"), or the Developer may transfer, relinquish and assign such rights and duties, or any portion thereof, to an Association (hereinafter sometimes referred to as the "**Association**" or as the "**Developer's Assignee**"); provided, however, that the Developer or Association shall not at any time be liable to pay any deficiency or difference between the amount of Assessments collected and the actual costs and expenses of operating and maintaining the Development (i.e., the Common Expenses) as set forth above. In the event that any deficit exists between the Assessment amounts collected and the actual amounts of the Common Expenses, the Developer (or the Association, if applicable) may make a further Assessment or charge to the Lot Owners and Club Members on a pro rata basis, or using some other method designed to cure any deficit applicable to the year in which the deficit occurs (payable monthly, annually, or otherwise, as determined by the Developer or the Association, if applicable) for the purpose of paying off and resolving the deficit (hereinafter a "**Deficit Assessment**"). Additionally, as provided for in Article 11, the Developer (or the Association, if applicable) may levy a Special Assessment in any calendar year for the purpose of making capital improvements or for the maintenance and upkeep of the facilities.

10.2 Transfer of Collection Rights. If the Developer transfers, relinquishes or assigns all or a portion of the Developer's rights and/or duties to levy or collect Assessments to the Association, the Association shall assume such rights and duties from the Developer (which may include, without limitation, the duty to levy and collect the foregoing Assessments against each Lot Owner or Club Member (other than the Developer) in an amount set by the Developer; provided, however, after the Developer's Relinquishment of all and every portion of Developer's right, title and interest in, and rights and duties related to the Development to the Association, the Association shall be entitled to collect all Assessments and fees as set forth in this Declaration.

10.3 Allocation of Assessments. After the Developer's Relinquishment of any portion of the Development to the Association, then the Association shall be entitled to receive from the

Assessments levied and collected by the Developer (or by the Association as provided herein) such amounts as the Developer deems necessary for the Association to perform the duties and/or maintenance responsibilities so relinquished. The Developer will be entitled to any portion of the Assessments thereafter remaining until such time as Developer relinquishes all portions of the Development to the Association. In addition to the foregoing, if the Developer turns over the Secondary Water System and the Secondary Sewer System in the RV Park to an Association, but does not relinquish the Primary Water System and the Primary Sewer System, the Developer will be entitled to retain 80% of the Annual Facility Fees collected (as hereinafter defined in Article 11), and the Association shall be entitled to receive 20% of said Annual Facility Fees collected. In addition to retaining 80% of the Annual Facility Fees, if the Developer forms a water or sewer district/company in the future, such water and/or sewer district/company may impose an additional water and/or sewer charge upon all Lot Owners who receive water and/or sewer service at the RV Park, and even if no water or sewer district/company is formed, the Developer may nevertheless impose additional water or sewer assessments, upon the Lot Owners as may be necessary to maintain, repair and operate the Primary Water System and the Primary Sewer System and/or construct additional required capital improvements for the same, as provided in Article 11.

10.4 Calculation of Assessments. As herein provided, the Developer shall have the power to fix and determine, from time to time, the monthly or annual Assessments per Lot Owner or Club Member (hereinafter sometimes referred to as the “**Annual Assessment[s]**”) payable to the Developer, or the Developer may assign such right to the Association. However, the Annual Assessments for the calendar year 2021 (i.e., January 1, 2021 through December 31, 2021) shall be the sum of One Thousand Twenty Dollars (\$1,020) for each Lot Owner or Club Member, as the case may be. Unless otherwise required by the Developer or the Developer’s Assignee, all Annual Assessments shall be due and payable in advance on the first day of January of each and every calendar year for which the Annual Assessments apply. Moreover, at the beginning of the calendar year 2021 (i.e., January 1, 2021 through December 31, 2021) and at the beginning of each and every calendar year thereafter, the maximum Annual Assessment that may be assessed against each Lot Owner or Club Member shall be increased by the Developer (or if the Developer has assigned and relinquished to the Association the Developer’s right to fix and determine the amount of the Annual Assessment, then by the Directors of the Association), by the greater of (a) five percent (5%) over the amount of the Annual Assessment for the prior calendar year, or (b) the actual percentage increase in the Common Expenses of the immediately preceding calendar year (the “Prior Year”) over the Common Expenses for the calendar year prior thereto, but not to exceed Ten Percent (10%) of the Common Expenses for the Prior Year.

10.5 Increase for Assessments Greater than that Provided in Article 10.4, above. Notwithstanding the provisions set forth above, the Annual Assessments may be increased to an amount greater than the amount set forth above by a vote of the Lot Owners and Club Members of the Association taken within the preceding year, provided that any such change shall have the assent of Fifty One Percent (51%) of the Lot Owners and Club Members present at a meeting in person or by proxy, where a Quorum is present, or in the event an Association has not been organized, the Annual Assessments may be increased to an amount greater than the amount calculated above by a vote of the Lot Owners and Club Members, provided that any such change

shall have the assent of Fifty One Percent (51%) of the vote of such Lot Owners and Club Members present at a meeting in person or by proxy, where a Quorum is present, and further provided that if more than One (1) person or entity owns a Lot, only One (1) of such owners shall be entitled to vote per Lot. The new voted maximum Annual Assessments established by the Lot Owners and Club Members as hereinafter set forth (hereinafter the “**Voted Maximum Annual Assessment[s]**”), may be increased by the Developer or by the Developer’s Assignee in accordance with the procedures set forth above for each and every year thereafter, and may also be further additionally increased under the procedure set forth in the preceding sentence by a vote of Fifty One Percent (51%) of the Lot Owners and Club Members present at a meeting in person or by proxy, where a Quorum is present.

10.6 Developer Not Liable for Assessments, Costs or Expenses. The Developer or the Developer’s Assignee, shall never at any time (even after the formation of an Association) be liable in any amounts for any expenses, costs or Assessments (including without limitation, Annual Assessments) relating to the Development (including Common Areas or Unsold Lots), nor any costs, expenses, or Assessments relating to the use of Unsold Lots (as defined above), Common Areas or recreational facilities by the Developer’s business invitees and guests for any business promotional activities, nor any costs, expenses or Assessments relating to the use of Unsold Lots, Common Areas or recreational facilities by any renters of Unsold Lots from Developer.

10.7 Use of Assessments from Other Developments Outside RV Park. Developer has the right to construct and develop other developments (including without limitation, developments such as the Bridger Mountain subdivision, Stewart Country Club Estates, Bridger View Estates, and such others as the Developer or the Developer’s Assignee may determine), outside the RV Park, and to charge the owners thereof certain assessments that will be used by the Developer or the Developer’s Assignee to pay certain of the Common Expenses of the RV Park. Indeed, the use of assessments paid by lot owners in developments outside the RV Park are essential to maintaining the common areas and recreational facilities of the RV Park. As a result of the payment of the foregoing assessments, which shall be charged in such amounts and at such times as the Developer or the Developer’s Assignee, or an Association, as applicable, shall determine, the lot owners in such developments shall have the right to utilize the common areas and recreational facilities of the Development, including without limitation, the RV Park golf course.

ARTICLE 11

FACILITY FEES AND SPECIAL ASSESSMENTS

11.1 Facility Fees. The Developer, or the Association, if applicable, will assess an **Annual Facility Fee** against the Lot Owner of each Lot (excluding the Developer) during each calendar year. All Club Members shall be required to pay a **Nightly Facility Fee** for each night such Club Member is checked in to the RV Park. The Annual Facility Fee and the Nightly Facility Fee are hereinafter collectively the “Facility Fees”. Unless otherwise required by the Developer or the Developer’s Assignee, the Annual Facility Fee (applicable to Lot Owners) for a particular calendar year shall be due and payable in advance no later than March 1 of each calendar year (*i.e.*, for the calendar year 2021, the Annual Facility Fee shall be paid no later than

March 1, 2021, unless otherwise directed by the Developer). The Nightly Facility Fee for the Club Members shall be due and payable in advance at the time such Club Members check in to the RV Park. The proceeds from the Facility Fees may be used to pay the Common Expenses of operating and maintaining the RV Park as follows: 80% of the Facility Fees may be used to maintain, repair and operate the Primary Water System and the Primary Sewer System, and the remaining 20% thereof may be used to maintain, repair and operate the RV Park swimming pool (or pools), the RV Park wireless internet service (i.e., wifi system, if such service is made available by the Developer or the Developer's assignee), and to fund the RV Park food and beverage allotment, which currently permits Lot Owners to receive vouchers to be redeemed at the RV store and/or at the RV Park restaurant. The Developer may transfer, relinquish and assign the rights and duties set forth in this Article 11, or any portion of such rights and/or duties, to the Association (hereinafter sometimes referred to as the "Association" or as the "Developer's Assignee"), and the Association shall assume such rights and duties from the Developer (which may include without limitation, an assignment of the duty to levy and collect the foregoing Facility Fees against each Lot Owner and each Club Member obligated to pay such Facility Fees). The Facility Fees are separate from and in addition to any other fees, Assessments or charges that may be assessed by the Developer and/or the Association.

11.2 Right to Determine Facility Fee Amounts. As provided herein, the Developer shall have the power to fix and determine, from time to time, the amount of the Annual Facility Fee to be paid by the Lot Owners, and the amount of the Nightly Facility Fee to be paid by the Club Members, or the Developer may assign such right to the Association.

11.3 Annual Increase in Annual Facility Fee for Lot Owners. The Annual Facility Fee for Lot Owners for the calendar year 2021 (*i.e.*, January 1, 2021, through December 31, 2021) shall be the **sum** of \$215, and shall be due and payable no later than March 1, 2021. Except as otherwise provided herein, beginning with the calendar year 2022 (*i.e.*, January 1, 2022, through December 31, 2022), and each and every calendar year thereafter, the amount of the Annual Facility Fee shall be increased by the Developer (or if the Developer has assigned and relinquished to the Association the Developer's right to fix and determine the amount of the Annual Facility Fee, then by the Directors of the Association), by the greater of (a) five percent (5%) over the amount of the Annual Facility Fee for the prior calendar year, or (b) the actual percentage increase in the Common Expenses of the immediately preceding calendar year (the "Prior Year") over the Common Expenses for the calendar year prior thereto, but not to exceed Ten Percent (10%) of the Common Expenses for the Prior Year.

11.4 Voted Maximum Annual Facility Fee. Notwithstanding the provisions set forth in Article 11.3, above, the Annual Facility Fee paid by Lot Owners may be increased to an amount greater than the maximum Annual Facility Fee amount calculated above by a vote of the Lot Owners taken within the applicable calendar year, provided that any such change shall have the assent of Fifty-One Percent (51%) of the Lot Owners present in person or by proxy, where a Quorum is present, and further provided that if more than One (1) person or entity owns a Lot, only One (1) of such Owners shall be entitled to vote per Lot. The new voted maximum Annual Facility Fee established by the Lot Owners as hereinabove set forth (hereinafter the "**Voted Maximum Annual Facility Fee**"), may be increased by the Developer or by the Developer's Assignee in accordance with the procedures set forth in Article 11.3 for each and every year thereafter, and may also be further additionally increased under the procedure set forth in the

preceding sentence by a vote of Fifty One Percent (51%) of the Lot Owners present at a meeting in person or by proxy, where a Quorum is present.

11.5 Increase in Nightly Facility Fee for Club Members. The Nightly Facility Fee for Club Members for the calendar year 2021 (*i.e.*, January 1, 2021 through December 31, 2021) shall be the sum of \$1.30 per night that said Club Member actually utilizes the RV Park, and shall be paid in advance at the time the Club Member checks in to the RV Park (for example, if a Club Member checks in to the RV Park for ten (10) nights, said Club Member will pre-pay \$13.00 for the entire stay at the time of check-in to the RV Park). In the event the Club Member extends its stay at the RV Park beyond the number of nights it paid for upon check-in, said Club Member shall be required to pay the additional Nightly Facility Fee for each night through the duration of its stay at the RV Park. A Club Member shall be required to pay the Nightly Facility Fee if it uses the recreational facilities of the RV Park, notwithstanding whether such Club Member is actually checked in at the RV Park for overnight occupancy of a lot. Except as otherwise provided herein, beginning with the calendar year 2022 (*i.e.*, January 1, 2022, through December 31, 2022), and each and every calendar year thereafter, the amount of the Nightly Facility Fee may be increased by the Developer or the Developer's Assignee by a minimum of Five Percent (5%), up to an amount not to exceed Ten Percent (10%) of the Nightly Facility Fee for the prior year.

11.6 Voted Maximum Nightly Facility Fee. In addition to the foregoing, the Nightly Facility Fee paid by Club Members may be increased by an amount greater than the maximum Nightly Annual Facility Fee amount calculated in Article 11.5 by a vote of the Club Members taken within the applicable calendar year, provided that any such change shall have the assent of Fifty-One Percent (51%) of the Club Members present in person or by proxy, where a Quorum is present, and further provided that if more than One (1) person or entity owns a Club Membership, only One (1) of such Club Membership owners shall be entitled to vote per Club Membership. The new voted maximum Nightly Facility Fee established by the Club Members as hereinabove set forth (hereinafter the **"Voted Maximum Nightly Facility Fee"**), may be increased by the Developer or by the Developer's Assignee in accordance with the procedures set forth in Article 11.5 for each and every year thereafter, and may also be further additionally increased under the procedure set forth in the preceding sentence by a vote of Fifty One Percent (51%) of the Lot Owners present at a meeting in person or by proxy, where a Quorum is present.

11.7 Special Assessments. The Developer (or the Association, if applicable) may levy a special assessment in any calendar year for the purpose of making capital improvements or for the maintenance and upkeep of the facilities (hereinafter a **"Special Assessment"**), as more fully described below. Nothing in this Declaration shall preclude the use of a portion of the Annual Assessments to pay for the costs and expenses enumerated in this Article 11, nor shall anything in this Article 11 preclude any other Special Assessments to help defray the costs and expenses of items set forth in this Article 11.

11.7.1 Right to Levy Special Assessment for Capital Improvements. In addition to the Assessments authorized above, the Developer (or the Association, if applicable) at any time prior to Completion of the Development, may without any approval of the other Lot Owners or Club Members levy, in any calendar year, a Special Assessment for Capital Improvements, applicable to that year only (payable monthly, annually, or otherwise, as determined by the

Developer) for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement related to the Development, including fixtures and personal property related thereto; provided, however, that such Special Assessment for Capital Improvements cannot exceed an amount in excess of \$250,000 (which amount shall increase annually by 5%) unless such alterations and additions, and the cost thereof, are approved by a vote not less than fifty-one percent (51%) of the total votes of the Lot Owners present at a meeting in person or by proxy, where a Quorum is present.

11.7.2 Water Usage Assessments. Presently, there is no charge for the use of water in the RV Park; however, this will change in the future, as it is contemplated that the Developer (or the Association, if applicable) may form a separate water district/company to provide water to the RV Park, or may elect to charge for water without forming a separate water district/company. The Developer (or the Association, if applicable) may elect to assess a Special Assessment to recoup the costs and expenses of providing water, including reimbursement for all costs incurred, and also specifically including without limitation the cost of hiring qualified and licensed personnel to operate and maintain the Primary Water System and/or the Secondary Water System, and sufficient funds to, among other things, establish a reasonable reserve for future unforeseen expenses, and establish a reasonable reserve for future equipment replacement costs and expenses, plus, overhead and a reasonable profit commensurate with the overhead and profit reasonably charged by a third-party water district/company conducting a business of that kind (1) as part of the Annual Facility Fee, (2) as part of a Special Assessment to all Lot Owners and Club Members, (3) by a separate water bill, or (4) by using any combination of the foregoing. The Developer reserves the right, if it chooses to do so, to continue to operate the Primary Water System, which it may do either with or without forming a separate water district/company (including retaining the existing 500,000 gallon water tank, water wells, pump houses and main water supply lines, pipes and related equipment which are part of the Primary Water System), and to charge the Lot Owners and Club Members for water service, after Developer's Relinquishment of other portions of the Development to an Association, including the Developer's conveyance of the Secondary Water System within the RV Park to the Association, or it may sell the Primary Water System and/or the Secondary Water System to the Association, so that the Association can thereafter provide these services to the RV Park.

11.7.3 Sewer Usage Assessments. Presently, there is no charge for the use of sewer in the RV Park; however, this will change in the future, as it is contemplated that the Developer (or the Association, if applicable) may form a separate sewer district/company to provide sewage service to the RV Park, or may elect to charge for sewage service without forming a separate sewer district/company. The Developer (or the Association, if applicable) may elect to assess a Special Assessment to recoup the costs and expenses of providing sewer service, including reimbursement for all costs incurred, and also specifically including without limitation the cost of hiring qualified and licensed personnel to operate and maintain the Primary Sewer System and/or the Secondary Sewer System, and sufficient funds to, among other things, establish a reasonable reserve for future unforeseen expenses, and establish a reasonable reserve for future equipment replacement costs and expenses, plus, overhead and a reasonable profit commensurate with the overhead and profit reasonably charged by a third-party sewer district/company conducting a business of that kind (1) as part of the Annual Facility Fee, (2) as part of a Special Assessment to all Lot Owners and Club Members, (3) by a separate sewer bill, or (4) by using any combination of the foregoing. The Developer reserves the right, if it chooses

to do so, to continue to operate the Primary Sewer System, which it may do either with or without forming a separate sewer district/company (including retaining the existing sewer lagoons, lines, pipes and related equipment which are part of the Primary Sewer System), and to charge the Lot Owners and Club Members for sewer service, after Developer's Relinquishment of other portions of the Development to an Association, including the Developer's conveyance of all portions of the Secondary Sewer System within the RV Park to the Association, or it may sell the Primary Sewer System and/or the Secondary Sewer System to the Association, so that the Association can thereafter provide these services within the RV Park.

11.7.4 Garbage Disposal Service. The requirements for garbage disposal service are as set forth hereinafter in Article 13.6. It is required that each Lot Owner make arrangements with the Developer (or the Association, if applicable), to pay the cost of garbage disposal service from their Lot. If a Lot Owner does not make such arrangements (as provided in Article 13.6), or if it is otherwise deemed to be necessary by the Developer (or the Association, if applicable), the Developer (or the Association, if applicable) may arrange for garbage disposal service to be provided to any or all of the Lots in the RV Park, in which case the Developer (or the Association, if applicable) may assess a Special Assessment against all Lots and Lot Owners so affected in an amount necessary to recoup the cost of arranging for or providing for such service through its Master Agreement with the garbage service Provider, and if such service is provided, the Developer (or the Association, if applicable) shall be entitled to reimbursement for all costs incurred. Currently, garbage service is provided through the Developer (or the Association, if applicable), by an independent third-party Provider on a weekly basis, pursuant to a Master Agreement as provided in Article 13.6. Members who do not own a Lot and short-term renters occupying a Lot owned by the Developer, are the only persons permitted to use the two large garbage dumpsters located at the entrance of the RV Park. All other Lot Owners and renters of Lot Owners are required to make arrangements with the Developer (or the Association, if applicable) for their own private garbage pick-up service and for their own receptacle or "roll-out bin" (i.e., "dumpster"), which dumpsters are provided through the Developer by the third-party garbage service Provider. Two or three (but no more) Lot Owners may request an arrangement to share a dumpster with a neighboring Lot Owner or Owners.

11.7.5 Security Service. The Developer (or the Association, if applicable) may provide security service to the RV Park, in which case it shall be entitled to assess a Special Assessment to recoup the actual costs of providing such service, which may be assessed against each of the Lots in the RV Park.

11.7.6 Cable Television Service. The Developer (or the Association, if applicable) may provide cable television service to the Lots in the RV Park, in which case it shall be entitled to assess a Special Assessment against each of the Lots in the RV Park to recoup the costs of installing and maintaining the cable system. Notwithstanding the foregoing, the Developer has no present plans to provide cable television service within the Development, and will not do so without an affirmative vote of not less than fifty-one percent (51%) of the Lot Owners and Club Members present at a meeting in person or by proxy, where a Quorum is present.

11.7.7 Mail and Packages. The logistics of handling the volume of mail and packages at the RV Park has become a serious problem. There is currently no charge for handling mail, but in the future it is anticipated that every Lot Owner will be required to rent a private mailbox in the RV Park for the season at a projected initial cost of \$35.00 per season.

11.8 Assessment Exemption for Developer. The Developer, or the Developer's Assignee, shall never at any time be liable in any amounts for any expenses, costs, Assessments, Deficit Assessments, or other Financial Obligations as defined in Article 12 (including without limitation, Annual Assessments, Special Assessments for Capital Improvements, and Water Usage Assessments or other Special Assessments), relating to the RV Park (including Common Areas or any Lot or Lots which it owns or does not own), nor any costs, expenses, or Assessments relating to the use of any Lot or Lots (as defined above) which it owns or does not own, Common Areas or recreational facilities by the Developer's business invitees and guests for any business promotional activities, nor any costs, expenses or Assessments relating to the use of any Lot or Lots which it owns or does not own, or which it may develop in the future, Common Areas or recreational facilities by any renters of Unsold Lots from Developer. This exemption also applies to green fees on any golf course used by the Developer or by the renters of Lots owned by the Developer. Notwithstanding anything contained in this Declaration to the contrary, the Developer shall never at any time be liable for or obligated to pay any amounts for any expenses, costs, Assessments or Financial Obligations as defined in Article 12, in connection with any Common Areas or Lots which it may initially own, repossess, purchase, trade for, reacquire or otherwise hold title to at any time, nor any costs, expenses or Assessments relating to the use of Unsold Lots, Common Areas or recreational facilities by any renters of Unsold Lots from Developer.

ARTICLE 12

COLLECTION RIGHTS AND REMEDIES

12.1 Payment of Assessments. Unless otherwise required by the Developer (or the Association, if applicable) or the Developer's Assignee, all Annual Assessments shall be due and payable in advance on the first day of January of each and every calendar year. All other Financial Obligations, Assessments and Common Expenses which are owing to the Developer or the Association by the Lot Owners or Club Members, pursuant to this Declaration, shall be due and payable in a time and manner reasonably required (e.g. monthly, quarterly, annually or otherwise) by the Developer or the Association, whichever may be applicable. The Annual Assessments, Special Assessments of all types, Common Expenses, Deficit Assessments, and other Financial Obligations due and owing by a Lot Owner or Club Member to the Developer or to the Association as provided herein, including without limitation, sums advanced and paid by the Developer or the Association on behalf of a Lot Owner or Club Member, or sums which may be required to be advanced by the Developer or the Association on behalf of a Lot Owner or Club Member, shall collectively be referred to in this Declaration as the Lot Owner's and Club Member's "Financial Obligations."

12.2 Liens. The Developer or the Developer's Assignee shall have a lien upon each Lot against the Owner of such Lot for any and all of the Lot Owner's and Club Member's unpaid Financial Obligations, as described above, together with interest thereon, and a lien for such

unpaid Financial Obligations upon and a security interest in all tangible personal property now or hereafter located upon said Lot (which lien on the Lot and lien on the personal property are sometimes hereafter referred to as the "Assessment Liens" or as a "Lien"), except that the Assessment Lien upon the aforesaid tangible personal property shall be subordinate to any prior bona fide liens of record.

12.3 Interest. Any Financial Obligations of a Lot Owner or Club Member which are unpaid after the due date shall bear interest at the rate of eighteen percent (18%) per annum, or the highest interest rate that a judgment bears in the State of Wyoming, whichever is greater, from the due date until paid in full, and the Developer (or the Association, if applicable) may assess a late charge of \$5.00 for each event of delinquency. Such interest and late charge shall become a part of the Financial Obligations of the Lot Owner or Club Member.

12.4 Attorneys' Fees and Costs. The Developer (or the Association, if applicable) shall be entitled to recover from each Lot Owner or Club Member any costs and/or attorneys' fees that it incurs incident to the collection of any Financial Obligations of said Lot Owner or Club Member, together with any costs, expenses or monies advanced by the Developer or the Association for taxes or payments towards superior mortgages, liens or encumbrances which may be required to be advanced by the Developer or the Association in order to preserve and protect its Assessment Liens, and all such sums paid or advanced by the Developer or the Association shall become a part of the applicable Lot Owner's or Club Member's Financial Obligations.

12.5 Foreclosures. The Developer (or the Association, if applicable) may take such action as it deems necessary to collect any unpaid Financial Obligations, including without limitation, legal action, foreclosure of Assessment Liens, or settlement and compromise. All Assessment Liens will be governed by the laws of the State of Wyoming, and the Developer (or the Association, if applicable), shall have a private Power of Sale to conduct any foreclosure sale to foreclose upon any Assessment Lien described herein. The Developer (or the Association, if applicable) shall be entitled to bid at any sale held pursuant to a suit of foreclosure on an Assessment Lien, and the Developer (or the Association, if applicable) may obtain a cash credit against its bid for all sums due to the Developer or the Association covered by the Assessment Lien on the Lot. The Developer (or the Association, if applicable) shall be entitled to appoint a receiver to collect any Financial Obligations that are due from a Lot Owner or Club Member.

12.6 Subordination. Any liens created by this Article 12 shall be subordinate to the lien of any Mortgage or Deed of Trust held by the Developer (or other purchase money lender) and the rights of the Developer as seller under any real estate sales contract. Moreover, a sale or transfer of a Lot pursuant to a foreclosure or forfeiture of any Mortgage, Deed of Trust, or contract held by the Developer, or pursuant to any contract for deed or proceeding in lieu thereof, shall extinguish the Assessment Lien as to payments which became due prior to such sale or transfer, provided that any excess sale proceeds shall be applied to the payment of the Assessment lien. No foreclosure or forfeiture as aforesaid shall relieve any Lot from an Assessment Lien for any Financial Obligations thereafter becoming due or shall release any Lot Owner or Club Member from his or her personal liability to pay unpaid Financial Obligations.

The Lot Owner's or Club Member's sale or transfer of any Lot shall not affect the Assessment Lien.

12.7 Payment of Financial Obligations after Foreclosure. Except as provided above, any person who acquires an interest in a Lot, including without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of a Lot or enjoyment of the Common Areas until such time as all unpaid Financial Obligations due and owing by the former Owner of the Lot have been paid.

12.8 Rights in Lieu of Foreclosure. The Developer (or the Association, if applicable) shall have the right, in lieu of foreclosure, if it deems it prudent, to take possession of a Lot encumbered by an Assessment Lien and offer the same for rental. The Developer (or the Association, if applicable) shall credit one-half (1/2) of the proceeds, if any, of such rental toward payment of the Assessment Lien established by the default of the Owner of said Lot. The remaining one-half (1/2) of the proceeds of such rental shall be paid to the Developer (or the Association, if applicable) as its charge for acting as a rental agent. The Developer or the Association may also remove any travel trailer, Recreational Vehicle, or other movable improvement or personal property in place on such Lot if necessary to carry out its right of rental, and place the same in storage, all without liability to the Lot Owner. The Lot Owner shall thereafter be liable to the Developer or the Association for storage fees related thereto. The Developer or the Association's selection of this mode of procedure in payment of an Assessment Lien shall not be exclusive and the Developer or the Association may, at any time, proceed in foreclosure or elect to proceed in any other lawful manner against the Lot Owner.

ARTICLE 13

UTILITIES

13.1 Regulation of Services. The Developer (or the Association, if applicable) shall not be required to provide garbage disposal service, security service, mailbox services, or cable service for cable television and related uses, but if it elects to provide the same, then except as may otherwise be provided herein, the Developer (or the Association, if applicable) shall determine the frequency and extent thereof, and the Developer (or the Association, if applicable) may enter into a contract or contracts with any firm, person, or corporation, including the Developer, for the maintenance and repair of the Common Areas and Unsold Lots, and/or for the purpose of providing garbage disposal service, security service, mailbox and/or cable service, if the Developer (or the Association, if applicable) elects to do the same. Additionally, the Developer (or the Association, if applicable) may enter into a contract with the owners of any public utility for the furnishing of such public services. The Developer (or the Association, if applicable) may, from time to time, enter into long-term leases for the use of such public service utilities or may purchase the same outright, and thereafter the said facility will become a part of the Common Area facilities.

13.2 Water. Domestic water will be provided to the RV Park by a common central water system. No Lot Owner shall be permitted to drill a well in the RV Park for purposes of obtaining water for any Lot therein. While there is presently no charge for water in the RV Park, in the future each Lot Owner may be assessed as provided in Articles 10, 11, and 12 for the costs

and expenses of maintaining and operating the water system as well as the costs and expenses of providing water. In addition, the Developer may also, from time to time, limit the amount of water usage at each Lot.

13.3 Sewer. The Developer has installed a central sewer system for sewage disposal for the RV Park. Lot Owners will not be allowed to install their own private sewage disposal system (such as septic tanks) on any Lot. While there is presently no charge for sewer service in the RV Park, in the future each Lot Owner may be assessed as provided in Articles 10, 11, and 12 for the costs and expenses of maintaining and operating the sewer system as well as the costs and expenses of providing sewage service. In addition, the Developer may also, from time to time, limit the amount of sewer system usage at each Lot.

13.4 Electricity and Telephone Service. Electrical wiring and telephone wiring will be installed in or adjacent to the streets of the RV Park by the Developer (the "Distribution Lines"). Presently, there is no telephone service available to Plat 1, Lots 99-113 and 145-160 (which are currently used for short-term rentals by the Developer), or to Plat 1, Lots 237-258; however, it is expected that in the future, phone service may be available to those lots when the provider (presently Silver Star Communications) installs phone lines. All costs and expenses incurred by a Lot Owner in connecting onto the Distribution Lines and all costs and expenses associated with maintaining electrical and telephone lines between the Distribution Lines and the point of usage shall be at the sole cost and expense of the applicable Lot Owner. Moreover, each Lot Owner shall be responsible to make its own arrangements and agreements with the respective public utility companies for the purpose of initiating service, and for continued service thereafter. No electrical transmission lines or telephone lines shall be allowed in the RV Park above the ground within the RV Park, except for the electrical transmission lines that presently exist in the RV Park.

13.5 Cable Television. The Developer (or the Association, if applicable) may elect in the future to make arrangements for cable television service, on such terms and conditions as it may deem appropriate, in which case each Lot Owner may be assessed as provided in Articles 10, 11 and 12 for the costs and expenses of maintaining and operating the cable television system as well as the costs and expenses of providing cable television service. Notwithstanding the foregoing, the Developer has no present plans to provide cable television service within the Development, and will not do so without an affirmative vote of not less than fifty-one percent (51%) of the Lot Owners and Club Members present at a meeting in person or by proxy, where a Quorum is present.

13.6 Garbage. Solid waste disposal is provided to the RV Park by a third-party garbage service provider (hereinafter "**Provider**") under a master agreement (the "**Master Agreement**") between the Provider and the Developer (or the Association, if applicable), pursuant to which the Provider has provided receptacles or "roll-out bins" (i.e., "dumpsters"), for use by Lot Owners to place their garbage for pick up by the Provider on a weekly basis. Therefore, all Lot Owners shall be required to arrange with the Developer (or the Association, if applicable), for the removal of their trash, refuse and solid waste from the RV Park to a sanitary landfill or other disposal site approved by applicable governmental authorities, by making arrangements with the Developer (or the Association, if applicable) to reimburse the Developer

for the cost of the dumpster rental and garbage removal services applicable to their Lots, in order to reimburse the Developer for those costs as paid by the Developer to the Provider under the Master Agreement. Prior to removal from the RV Park, each Lot Owner shall keep and store all trash, refuse and solid waste in a dumpster suitable for those purposes, and in compliance with such rules as the Developer (or the Association, if applicable) may adopt from time to time, including a provision that all trash, refuse and solid waste be deposited for pickup in a dumpster. No outside burning of any trash, refuse or solid waste materials shall be allowed at any time in the RV Park. When a Lot Owner agrees to reimburse the Developer (or the Association, if applicable) for cost of the removal of trash, refuse and solid waste from their Lot, then the cost thereof shall be paid by the Lot Owner, in accordance with the rates and billing procedures charged to the Developer under the Master Agreement. Notwithstanding the foregoing, if the Developer (or the Association, if applicable) is not paid by any Lot Owner for trash removal, in order to reimburse the Developer for the cost it incurs under the Master Agreement with the Provider, then each such Lot Owner shall be required to pay the Developer (or the Association, if applicable) the applicable fees required to reimburse the Developer for said services, as a Special Assessment which may be assessed and collected by the Developer (or the Association, if applicable) for the same as provided in Articles 10, 11 and 12. No Lot Owner shall be permitted to contract with any other garbage disposal company. Starting in 2021, the costs for garbage service is \$110 for six months, which may be paid for by Lot Owners individually, or two or three (but no more) Lot Owners may agree jointly with the Developer, to reimburse the Developer for such cost, which cost is expected to increase from time to time as standard garbage service rates increase.

13.7 Restriction on Trash Accumulation. No trash, rubbish, garbage, refuse, solid waste, debris, organic or inorganic wastes, dead animals, scrap metal, junk cars or equipment, or the like, shall be permitted to accumulate on any Lot or any street adjacent thereto, but shall be promptly and efficiently disposed of, and no vacant or other Lot shall be used as a dump ground or burial pit for any of the foregoing items. If the Lot Owner is not in full compliance with this provision, such Lot Owner shall be notified in writing of the violation and given 72 hours to bring the Lot into compliance. If the Lot is not brought into full compliance within 72 hours after the 72 hour notice is sent, a \$20 per day penalty shall be assessed and shall continue to accrue until compliance has been completed, and the Developer (or the Association, if applicable) shall have a Lien upon the applicable Lot for the amount of such penalty, together with interest thereon at the same rate as any other unpaid Assessment, which may be collected in the same manner as any other unpaid Assessment, pursuant to the terms of this Declaration.

13.8 Street Maintenance. **THERE SHALL BE NO PUBLIC MAINTENANCE OF STREETS OR ROADS IN THE RV PARK.** Ownership of the streets and roads in the RV Park shall be retained by Leisure Valley, Inc., and no interest in the streets or roads shall be conveyed pursuant to the sale of any Lot or other interest in the RV Park; however, notwithstanding the foregoing, nothing herein shall prevent the Developer from conveying the streets or roads in the Development (together with all related repair and maintenance responsibilities) to an Association. The streets shall be maintained through the payment of Annual Assessments, or Special Assessments for Capital Improvements as provided in Articles 10, 11 and 12. Notwithstanding anything contained herein to the contrary, in the event any Lot Owner (other than Developer), connects onto any of the utilities described in this Article 13, and

such connection requires cutting across, removing or otherwise disturbing any portion of any street in the RV Park, then the Lot Owner requesting the utility connection (other than the Developer), shall, in addition to any and all other connection fees which may be required to be paid hereunder or otherwise, also pay the full cost and expense of restoring the street within the RV Park to its condition immediately prior to the excavation or disruption thereof, including without limitation, the replacement of pavement surfaces, concrete surfaces, seal and chip surfaces, and the like, which costs and expenses must be paid in advance, prior to the installation of the utility hookup and prior to the disturbance of the applicable street; provided, however, in the event said costs and expenses are for any reason not collected or paid in advance, then the Developer (or the Association, if applicable) may (but shall not be required), to restore the applicable street and/or pay the cost of restoring the same, and then seek reimbursement for said costs and expenses from the applicable Lot Owner, which unpaid costs and expenses shall be a Lien upon the applicable Lot which may be collected in the same manner as any other unpaid Assessment, pursuant to the terms of this Declaration.

13.9 Firefighting Response. Onsite firefighting facilities are not proposed for the RV Park; however, firefighting services are currently available to the RV Park by the Thayne, Wyoming, Volunteer Fire Department.

ARTICLE 14

PROVISIONS RELATING TO RENTAL OR SALE OF LOTS

14.1 Rental of Lots. In the event any Lot Owners desire to rent their Lots, then all renters of Lots shall be registered at the Administration Office (which may be established by the Developer) before taking possession, and a registration fee thereupon shall be payable, the amount of which shall be determined by the Developer. All renters, Club Members and Lot Owners shall be bound by the following restrictions:

14.1.1 The Developer, or the Association, as applicable, shall have the right to limit and restrict the number of adults and/or children occupying any Lot at any one time.

14.1.2 No renters may be permanent residents.

14.1.3 Customary household pets are permitted by renters but with the same restrictions and regulations as are applicable to pets of a Lot Owner.

14.1.4 Overnight in-house guests are permitted, but with the same restrictions and regulations as applicable to in-house guests of Lot Owners.

14.1.5 No Lot may be subleased without specific permission by the Lot Owner filed with the Administration Office.

14.1.6 Should the Lot Owner exercise any option that he may have requiring the Administration Office to rent his Lot, the Administrative Office shall establish and collect a standard rental from all renters, and retain a predetermined percentage, and credit the remainder to the Lot Owner.

14.1.7 Renters will be required to pay a guest green fee to use the RV Park golf course.

14.1.8 The Developer shall have the right to rent, or allow business invitees or guests of the Developer to utilize Common Areas and/or Unsold Lots without being required to pay a registration fee.

14.1.9 The Developer, or the Association, as applicable, may issue administrative Rules and Regulations to effectuate the policies outlined above.

14.1.10 Any Lot Owner who rents or causes his Lot to be rented to another shall continue to enjoy his right to vote, but shall forfeit his right to (i) use the Common Areas, including the recreational facilities appurtenant to the Lot so rented; and (ii) to participate in special events related to ownership of the Lot so rented, and Owner's rights at special events during the period of time that his Lot is rented to another. Such rights shall be deemed transferred to the tenant during the rental term (however, notwithstanding the foregoing, as set forth above, all renters of Lots are required to pay a green fee to use the RV Park golf course). Such rights are not forfeited as to other Lots owned by the Owner but not rented.

14.2 Lot Rentals by Developer. In the event the Developer agrees to rent a Lot on behalf of a Lot Owner, then in that event (except as otherwise provided in Article 12 hereof relating to the collection of an Assessment Lien) the rental income will be paid to the Developer and credited first to any accrued charges and/or Financial Obligations against the Lot, and the excess (less Developer's fee), if any, shall then be paid to the Lot Owner.

14.3 Resale Transactions. No resale transaction shall be accomplished with respect to any Lot or club membership effecting a change in ownership upon the books until there shall have been paid to the Developer by the buyer a transfer fee in an amount determined by the Developer, which amount shall be Three Hundred Fifty Dollars (\$350.00), to compensate the Developer (or the Association after the Developer's Relinquishment of such rights and duties) for record changes, new membership cards, decals, etc., together with such additional sums as may be required to satisfy unpaid expenses, or Assessments or Financial Obligations related to the Lot or Club Membership; provided, however, no transfer fee shall be payable in connection with the Developer's sale or transfer of any Unsold Lot(s) to any buyer(s), or in connection with the Developer or the Association's repossession or foreclosure of any Lot, or in connection with the reconveyance of any Lot to the Developer or the Association. Lot purchasers from sellers other than the Developer are encouraged to obtain title insurance to protect against judgment liens, tax liens, or other liens, and are also encouraged to check with the Developer concerning unpaid Financial Obligations as defined in Article 12, which may be due and owing to the Developer in connection with the Lot being purchased.

14.4 Delinquencies in Monies Due. Except as otherwise provided herein, no buyer of a Lot or Club Membership or lessee of a Lot shall be entitled to occupy a Lot until all delinquencies in Assessments and monies due to the Developer and/or the Association for said Lot or club membership have been paid in full.

ARTICLE 15

INSURANCE PROVISIONS

15.1 Liability Insurance. At the time of the Developer's Relinquishment of all or any portion of the RV Park to the Association, the Board of Directors of the Association shall obtain and keep in force Public Liability and Property Damage insurance covering all of the Common Areas and Unsold Lots which have been transferred to the Association and insuring the Lot Owners and the Club Members, as their interests appear, in such amounts as the Association may determine from time to time, provided that the minimum amount of coverage shall be \$500,000 for one person, \$1,000,000 per incident, and \$250,000 property damage. Premiums for the payment of such insurance shall be paid by the Association as a Common Expense.

15.2 Purchase of Insurance. After the Developer's Relinquishment of all or any portion of the RV Park to the Association, the Association shall obtain and keep in force Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance insuring all of the common insurable improvements (including any improvements on Unsold Lots which have been transferred to the Association) within the RV Park, including personal property owned by the Association, from a company acceptable to the Board of Directors of the Association, in an amount determined by the Board of Directors, but not less than the replacement value of such improvements and personal property. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association as a Common Expense. All policies purchased by the Association shall be for the benefit of the Association; and:

15.2.1 It shall be presumed that the first monies disbursed in payment of any costs of repair and restoration shall be made from the insurance proceeds; and if there is a balance in the funds after payment of all costs of the repair and restoration, such balance shall be distributed to the Association's General Fund for payment of Common Expenses.

15.2.2 Any repair and restoration must be substantially in accordance with the plans and specifications for the original improvements, or according to the plans approved by the Board of Directors of the Association.

15.2.3 Such other insurance may be carried as the Board of Directors of the Association shall determine in its discretion from time to time to be desirable.

15.2.4 Each individual Lot Owner shall be responsible for purchasing at his own expense any liability insurance he may deem necessary to cover accidents occurring upon his own Lot, and for insuring his personal property.

ARTICLE 16

USE AND OCCUPANCY

16.1 Recreational Vehicles. All Lots shall be reserved and restricted for Recreational Vehicles (whether self-propelled or pulled as an RV trailer by another vehicle) and such other permitted uses as are hereinafter described. Included within the category of Recreational Vehicles are tent-type trailers that are mobile and mounted on wheels and are placed on the Lot

and occupied as the principal camping facility. Not included within this classification (*i.e.*, Recreational Vehicles) are folding tents not mounted on wheels or mobile homes. So-called "Park Model" units of less than 400 square feet are also permitted in the RV Park as hereinafter provided. The terms principal camping facility, main camping facility, camping facility, facility, Park Model, Recreational Vehicle, Motor Homes, Fifth Wheel, Travel-Trailer, and RV Unit and vehicle are sometimes used synonymously, when the context so requires, in this Article 16 to refer to the principal camping vehicle, unit, dwelling or other similar device placed on a Lot. Permanent or semi-permanent storage structures may be erected on any Lot only as provided in subsequent paragraphs of this Article. Set forth below are additional permitted uses and use limitations, as the case may be, with regard to Lots within the RV Park. Additional rules pertaining to Recreational Vehicles are as follows:

16.1.1 Slide-Out Awnings. Only customary slide-out awnings which are attached to a Recreational Vehicle are permitted, provided the slide-out awning is not longer than the box portion of the vehicle and does not extend beyond either the front or rear of the vehicle at the point of attachment. However, notwithstanding the foregoing, if the manufacturer's design of a slide-out awning extends beyond the foregoing limitations, then such awnings are permitted in accordance with the manufacturer's design. All such awnings shall be so constructed that both the awning and all supporting structures and braces are only attached to the Recreational Vehicle and are retracted and carried with the Recreational Vehicle when it leaves the Lot.

16.1.2 Width Restriction. A principal camping facility, including any tip-out or slide-out, shall not exceed a basic width of sixteen (16) feet. Neither the box portion of the principal camping facility nor any tip-outs or slide-outs which are or may become part of the principal camping facility shall extend into the easement at the rear of the Lot without an approved waiver signed by the Developer, or the Association, as applicable.

16.1.3 Exterior Materials and Designs. All principal camping facilities (including extendable enclosures attached thereto) shall be of such exterior material and design as that customarily used by recognized manufacturers of such vehicles.

16.1.4 Tips-Outs and Slide-Outs. The principal camping facility may have tip-outs and slide-outs without restriction as to their individual lengths. Such slide-outs or tip-outs must function as slide-outs or tip-outs into the main body of the camping facility and not be bolt-ons, except for Park Model units which have tip-outs permanently attached.

16.1.5 Skirting. Skirting of the principal camping facility is permitted, but such skirting shall be limited to conventional metallic skirting, vinyl skirting, cement board, or ceramic type board with an artificial rock or brick veneer on Park Model units, of a color (or complimentary color) and design similar to that of the vehicle or unit, as approved by the Developer. Cabin style Park Model units may use cement board similar to the unit, or artificial rock or brick siding to complement the cabin styling.

16.1.6 Exterior Additions. Except as otherwise provided herein, exterior additions or attachments to a Recreational Vehicle or other principal camping facility, whether on the top, rear, front, side or underneath, are prohibited.

16.1.7 Park Model Units. In addition to the placement of Recreational Vehicles in the park, so-called "Park Model" units of less than 400 square feet are permitted in the RV Park; provided, however, that any Park Model unit must have 80 lbs. snow roof trusses and conform to the color, design, materials, specifications, and method of construction specified by the Developer (or the Association, if applicable), and no Park Model unit may be brought into the RV Park that is more than ten (10) years old unless otherwise specifically approved by the Developer (or the Association, if applicable).

16.2 Ancillary Structures. No ancillary structure or other improvement is permitted on any Lot except as otherwise specifically provided in this Declaration.

16.2.1 Storage Sheds. One storage shed only will be permitted on each Lot. The storage shed must conform to the plans, design, materials, method of construction, foundation and color specified by the Developer (or the Association, if applicable). The Developer or the Association, as applicable, shall have the right to remove any shed which does not conform with said specifications and charge the cost of removal to the Lot Owner. Each storage shed shall not be more than ten (10) feet wide, twelve (12) feet long, and ten (10) feet six (6) inches high, and not less than eight (8) feet wide, ten (10) feet long, and nine (9) feet six (6) inches high, unless said requirements for size are amended from time to time by the Developer (or the Association, if applicable). All sheds must be located at least (3) three feet away from the RV Unit or Park Model unit.

16.2.2 Secondary Structures. Secondary Structures on a Lot such as an Arizona Room attached to a Park Model unit (discussed below), or a storage shed, shall match the external design of the main Structure, shall be made of the same basic material as the primary Structure, and shall be subject to the same setbacks as the primary Structure. The design, color, materials, specifications and plot plan of all Secondary Structures must be approved by the Developer or Architectural Committee (or the Association, if applicable). A gazebo or pergola are permitted not to match the main structure, but its design, color, location, and materials are required to be approved by the Developer or Architectural Committee (or the Association, if applicable). Approved sizes for a gazebo or pergola are as follows: 10' x 10', 10' x 12', 12' x 12', 12' x 14', or 12' x 16', and no other sizes are permitted without a variance granted pursuant to the terms of this Declaration. Gazebos or pergolas may be constructed out of wood or metal or a combination of both materials. The gazebo or pergola must be located at least 3 feet away from the permitted RV Unit located on a Lot that is 35 to 40 feet wide, and 5 feet away from the permitted RV Unit on a Lot that is 41 to 50 feet wide, and in no event shall such gazebo or pergola be used as a ramada, covered patio, cabana, carport, or Arizona room (which "Arizona Rooms" are subject to the other restrictions set forth in this Declaration, including that they can only be added to Park Model units). Ramada roofs, cabanas, permanently enclosed patios, covered decks, add-on rooms and carports for all Recreational Vehicles except for Park Model units are prohibited. Fences are prohibited; provided, however, that three foot (3') fences are permitted as approved by the Developer (as further discussed in this Declaration). Pop-up or collapsible type tents or shade structures, as defined by the Developer, shall not be permitted; however, an open non-collapsible barbeque grill gazebo, no larger than 5 feet by 8 feet, with a metal or canvas cover, shall be permitted. Planter boxes, stub walls, solid partitions or trellises are permitted provided they meet the following conditions:

16.2.2.1 Such features do not materially affect the views of adjacent neighbors.

16.2.2.2 They conform with County and State regulations.

16.2.2.3 They do not constitute a hazard or impediment to access in the event of fire or other emergency.

16.2.2.4 They are not placed to extend beyond the front or rear of the principal camping facility, unless specifically approved by the Developer or the Association, as applicable.

16.2.2.5 **Fences**, planter boxes, stub walls, or solid partitions shall be further limited to thirty-six (36) inches in height. A fence of 48", 60" or 72" may only be approved after receipt of a variance from the Developer or Association (received in accordance with this Declaration), which generally requires written approval from neighboring Lot Owners affected by the fence (which may include adjoining and/or side Lot owners), subject, however, to the Developer's or Association's right to grant or withhold approval of any fence proposal in its sole and absolute discretion irrespective of neighbor consent. If a Lot Owner erects or installs any fence that is higher than 36 inches, without the required variance or approval, the Developer or Association shall have the right to require the Lot Owner to remove the fence, or, alternatively, may enter upon said Lot without notice, and take such action as is necessary to remove said fence. Only open decks with open railings shall be permitted for Recreational Vehicles (i.e., Travel-Trailers, Fifth Wheels, Motorhomes, etc.) Decks may not be covered and shall not have solid railings or solid stub walls.

16.2.3 Arizona Rooms. Specific rules with regard to so-called "Arizona Rooms" (generally described as a semi-outdoor sunroom or patio that is covered and screened-in to create an outdoor atmosphere, or which may be enclosed and converted to living space) are as follows: Arizona Rooms are only approved for use in connection with for Park Models units. Arizona Rooms must be permanently attached to a Park Model unit and have an 80 lbs. snow load roof. The Park Model to which the Arizona Room is attached must not exceed 12 feet 10 inches in width by 36 feet in length, and the Arizona Room may not extend past the front or rear of the Park Model. The Park Model and Arizona Room together cannot exceed 24 feet in width. Once an Arizona Room has been added to a Park Model unit, an uncovered deck may be added providing it has open railing and it is not covered. The railing may not be solid and must be open. The deck must conform to all setback and easement requirements.

16.2.4 Solar Collectors. Solar collectors may be of any construction material or pitch required for efficient operation; however, they shall not be placed on a Structure in a manner which may cause unreasonable or objectionable glare to any neighboring residence. Solar collectors shall be integrated into the Structure of a Park Model unit, RV Unit, motor home, or storage shed, and shall not be free-standing. Solar collectors shall be permitted only upon specific approval of the Developer or Architectural Committee (or the Association, if applicable). The Developer or Architectural Committee (or the Association, if applicable) shall have the right to restrict or prohibit the use of solar collector panels or other solar devices if they become a nuisance or problem for other Lot Owners.

16.2.5 Antennas. All television, radio and other antennas and satellite dishes shall be located so as to be inconspicuous in their location, and all such antennas, including television antennas and satellite dishes must be approved by the Developer (or the Association, if applicable). No ham radio antennas shall be permitted in the RV Park.

16.2.6 Signs. Normal political yard signs shall be permitted, such as signs for presidential, senatorial, congressional, gubernatorial, legislative, and the like, political race campaigns, provided they are not larger than 24 inches by 36 inches in size, and further provided the wording thereon is limited to general language encouraging the public to vote for a particular candidate. Protest signs, hate signs or offensive signs as determined by the Developer may be removed and/or taken down immediately by the Developer. Other signs of any kind (including without limitation, billboards, posters or other advertising signs of any kind or character), shall not be allowed or displayed upon any of the Lots in the Development at any time if they are visible from any street in the Development or from any other Lot in the Development (including signs which may be located inside of a building Structure which are visible through a window), except for conforming "For Sale" or "For Rent" real estate promotional signs by the Developer, and signs of an approved type and size displayed to identify streets and signs to identify the occupants of a residential building Structure. The Developer (or the Association, if applicable) will permit one "For Sale" or "For Rent" sign on a Lot, the size of which may not exceed 18 inches by 24 inches, provided it is constructed and displayed in accordance with any restrictions and/or specifications given by the Developer (or the Association, if applicable). "Open house" signs may only be displayed once a week on the date of the actual open house event.

16.2.7 Clotheslines. No outside clotheslines or other outside clothes drying will be permitted in the Development.

16.2.8 Outdoor Lights. Any outdoor lighting used to illuminate any portion of a building structure or Lot shall be designed so that the illumination therefrom shall be reasonably contained within the legal boundary of the Lot illuminated. Outdoor lights shall be allowed as long as they are not unreasonably bothersome to adjacent Lot Owners; provided, however, that such lighting must be included in a landscape design submitted to the Developer (or the Association, if applicable).

16.2.9 Propane Tanks. Propane tanks must not exceed one hundred twenty (120) gallons in capacity.

16.2.10 Flagpoles. Flagpoles shall not be more than twenty feet (20') in height above the grade of any RV or Park Model unit and the base thereof must be buried in the ground to a depth equal to at least ten percent (10%) of the pole height. Additionally, the flagpole shall be no more than three inches (3") in diameter at its base, and shall be made of anodized or brushed aluminum, fiberglass or white painted steel. Maximum flag dimensions shall be three feet (3') by five feet (5'). Each Lot Owner shall be allowed only one (1) flagpole, and no more than two (2) flags may be displayed thereon at any given time. The only flags permitted to be displayed are the standard United States flag, standard state flags, and flags of other countries. No other flags shall be allowed.

16.2.11 Miscellaneous Structures. No windmills, windsocks or electric fences shall be permitted in the Development. Additionally, no fuel tanks shall be permitted except for propane tanks as otherwise provided in this Declaration.

16.3 Architectural Approval; Plans; Construction Permits. No construction or material alteration of any improvement on any Lot, including, without limitation, to any concrete, gazebo, storage shed, fence, planter, paving stones, antenna, flagpole or propane tank, and the like (hereinafter collectively referred to as a "Structure"), may be commenced on any Lot without first obtaining architectural approval of the construction (or material alteration) of the Structure from the Developer or Architectural Committee (or the Association, if applicable), which approval shall not be unreasonably withheld. In order to obtain approval for the construction or alteration of a Structure pursuant to this Article, the Lot Owner shall submit to the Developer or Architectural Committee (or the Association, if applicable) two (2) copies of the site plan design, building plans for all improvements (including a scaled floor plan or scaled plot plan), a list of exterior materials for all Structures, the locations and dimensions of all concrete, porches, decks, stoops, the RV Unit, Park Model unit, parking spaces, fences, walls, satellite dishes, gazebos or pergolas, antennae, flagpoles, propane tanks (and the like), together with an indication of all construction materials and colors, and samples of all exterior building materials, and a landscape plan for all new construction and all material alterations which affect existing landscaping. Written construction permits authorized by the Developer or Architectural Committee (or the Association, if applicable) shall be required for any new construction or any alteration of any improvement on any Lot authorized herein, together with written approval of the finished construction. One copy of the plans and related data shall be retained by the Developer or Architectural Committee (or the Association, if applicable) for its records, and the other copy shall be returned to the Lot Owner indicating approval and any modifications required for construction of the same. The Developer or Architectural Committee (or the Association, if applicable) shall act upon an application for approval of such plans within fifteen (15) days, and a \$20 fee shall be assessed for plan review. The Developer or Architectural Committee (or the Association, if applicable) may from time to time, adopt rules and regulations, to be known as "Architectural Rules and Regulations" for the purpose of giving guidance to the Lot Owners concerning the preparation of plans, specifications and related data. These restrictions are for the purpose of providing a uniform plan for the construction and maintenance of the Development with the intent of establishing a resort-style atmosphere with lots and improvements that are compatible with each other in design and appearance. Any approval given by the Developer or Architectural Committee (or the Association, if applicable) shall not constitute a warranty, express or implied, of compliance with any applicable building or safety codes or ordinances, or for any other purposes other than the authority for the Lot Owner submitting the plans to commence construction. Moreover, approval of any plans by the Developer or Architectural Committee (or the Association, if applicable) shall not constitute a representation, warranty or guarantee, whether express or implied, that such plans and specifications comply with good engineering design or with zoning, or other governmental regulations or restrictions. By approving such plans and specifications, neither the Developer or Architectural Committee (or the Association, if applicable) nor any of its agents assume any liability or responsibility therefor, or for any defect in the Structure constructed from such plans or specifications. If any Structure in the Development is erected which, in the sole judgment of the Developer or Architectural Committee (or the Association, if applicable), is of an offensive or unsightly appearance, the Developer or Architectural Committee (or the Association, if applicable) may

take such action as may be necessary in its judgment to improve the appearance so as to make the Structure harmonious with other Structures in the Development, including completion of the exterior of the Structure, landscape, screening or covering of the Structure, or any combination thereof, or similar actions, and the amount of any expenditures made in so doing shall be a lien on the applicable Lot which may be enforceable by an action at law. Neither the Developer or Architectural Committee (or the Association, if applicable) nor any of its agents shall be liable to any Lot Owner, occupant or other person or entity for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, or (b) the construction or performance of any work, whether or not pursuant to the approved plans, drawings and specifications. Other rules pertaining to construction approvals, permits, variances, and related issues are as follows:

16.3.1 Violation of Approved Plans. If it is determined by the Developer or Architectural Committee (or the Association, if applicable) that work completed on any Lot in the Development has not been completed in compliance with the final approved plans, then the Developer, or its Assignee, may notify the Lot Owner in writing of such non-compliance within thirty (30) days of inspection, specifying in reasonable detail the particulars of the non-compliance, at which time the Developer (or the Association, if applicable) may require the Owner to remedy the same. The Developer or Architectural Committee (or the Association, if applicable) shall have the right to enter upon any Lot in the Development to determine compliance with approved plans with respect to any construction on any Lot in the Development. If within thirty (30) days after notification of an item of non-compliance on any given Lot the Lot Owner thereof fails to remedy the same or shall fail to commence and continue diligently toward achieving compliance, then in that event the Developer, or its Assignee, shall have the right to (a) remedy any such item of non-compliance by taking any and all action which it deems appropriate to remove and/or correct the same, without being deemed guilty of trespass by reason thereof, (b) impose and take any action necessary to collect a fine up to an amount which shall not exceed ten percent (10%) of the cost of achieving compliance as aforesaid, (c) seek injunctive relief, and (d) take any action necessary to collect and recover all costs and expenses incurred in remedying the item(s) of non-compliance. All of the above-described costs and expenses (including any fine which may be imposed by the Developer or its Assignee) shall be a lien against the applicable Lot that may be collected as a Financial Obligation of the Lot Owner by the Developer (or the Association, if applicable) if such is not paid within ten (10) days after receipt by the Lot Owner of a written demand therefor from the Developer (or the Association, if applicable).

16.3.2 Construction Permits. Written construction permits authorized by the Developer or Architectural Committee (or the Association, if applicable) shall be required for any new construction authorized herein, together with written approval of the finished installation. A copy of the approved construction permit must be posted on the project at all times until completion. Any construction that proceeds without proper approvals and permits will be red-tagged and fined in a reasonable amount to be determined by the Developer, the Architectural Committee, or the Association, as applicable, and no further construction may proceed until all required permits and approvals have been obtained.

16.3.3 Variances. The Developer or Architectural Committee (or the Association, if applicable) may grant variances to the restrictions contained herein when required

because of personal handicaps, uniqueness of a Lot shape, Lot elevation or Lot location or for any reason determined materially relevant by the Developer (or the Association, if applicable), as long as the end result is consistent with the theme, spirit and overall concept of the Development. The Developer (or the Association, if applicable) has full authority to grant a variance to any rule or regulation contained in this Article.

16.3.4 Easement for Utilities. An irregular easement four (4) feet in width is reserved in and across all Lots in the RV Park for the installation and maintenance of utility services, and it is understood that such easement may be used by the Developer and/or its assigns for installation and perpetual maintenance of utility services.

16.3.5 Setbacks and Parking. No structure (including any overhangs or permanently attached structures) may be placed on any Lot within four (4) feet of any back or side Lot boundary, or within five (5) feet of any front Lot boundary. Every Lot must provide a nine (9) foot by twenty (20) foot space for parking which does not extend into the street in front of such Lot. All RV Units (including all motor homes, fifth wheel hitch-type travel trailers, and standard hitch-type travel trailers) must be parked a minimum of five (5) feet back from the front Lot boundary line.

16.4 Lot Restrictions. All Lots shall be restricted in their use and occupancy as follows:

16.4.1 Businesses; Commercial Activities. All Lots are restricted to recreational uses for parking of a principal camping facility and other vehicles and/or structures and uses permitted by this Declaration, eating, etc., and no commercial activities shall be conducted thereon. No Lot or any Structure or improvement erected thereon shall at any time be used for the purpose of any trade, profession, manufacturing or commercial business of any description, nor for hospitals, duplexes, apartment houses or any other multiple dwelling houses; provided, however, that the foregoing shall not be construed so as to prevent the Developer from designating certain areas reserved to it as commercial for its use in supplying goods and services to the Lot Owners in the Development, or for its use in connection with the sale of Lots, club memberships or other property, whether inside or outside of the RV Park.

16.4.2 Open Houses. Open houses in connection with the sale of a Lot may be held no more than once per week, and approved open house signage is permitted to be displayed only on the date of the open house.

16.4.3 Annoyances; Nuisances; Waste. No illegal activities or activity which constitutes a nuisance (including any and all activities which cause excessive and/or disturbing noises, smells, dangers, or unsightly conditions), shall be conducted or maintained on any Lot in the Development, including without limitation, any activities which are the source of unreasonable annoyance to residents or which interfere with the peaceful possession and proper use of the Development by its residents. All parts of each Lot shall be kept in a clean and sanitary condition, free of weeds, and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No storage of personal property underneath the RV Unit which is deemed to be unsightly in the sole discretion of the Developer (or the Association, if applicable) shall be allowed on any Lot. The Developer (or the Association, if

applicable) shall have the right, but not the duty, to clean any Lot found in violation of this provision and to charge the expense of cleaning to the Lot Owner or Club Member responsible therefor, and to collect said expense in the same manner as delinquent Assessments owed to the Developer (or the Association, if applicable). Complaints concerning an alleged violation of this restrictive covenant may be brought to the attention of the Developer (or the Association, if applicable) in writing, and its decision concerning the matter shall be final.

16.4.4 Mining. No mining or other mineral exploration or development activities shall be permitted within the Development, including the removal of gravel, and exploration, drilling and removal of oil and gas.

16.4.5 Weeds. Lot Owners shall take all action necessary to control all weeds, including without limitation, all noxious weeds as defined by the Lincoln County, Wyoming Weed and Pest Control Board and/or the Developer (or the Association, if applicable). If the Lot Owner is not in compliance with this provision, such Lot Owner shall be notified in writing of the violation and given seventy-two (72) hours to bring the Lot into compliance. Because the timing for effective control of weeds is very critical, if a Lot Owner fails to respond immediately to such written request for weed control from the Developer (or the Association, if applicable), the Developer (or the Association, if applicable) shall have the right to contract for such control services, and the company (or companies) so contracted shall have the right to enter upon such Lot to treat and/or remove weeds without any liability for trespass or damages, unless grossly negligent. In the event that the Developer (or the Association, if applicable) provides for weed treatment and/or removal as described herein, the Owner of a Lot which is treated for weed control and/or which has weeds removed therefrom, shall pay all costs incurred by the Developer (or the Association, if applicable). In addition, if the Lot is not brought into full compliance within 72 hours after the 72 hour notice is sent, a \$20 per day penalty shall be assessed and shall continue to accrue until compliance has been completed, and the Developer (or the Association, if applicable) shall have a lien upon the applicable Lot for the amount of such penalty, any costs incurred in treating the weeds, any costs incurred in cleaning up and/or removing the weeds, together with interest thereon at the same rate as any other unpaid Financial Obligation, which amounts may be collected and/or enforced by an action at law against the Lot Owner, or said amounts may be collected in the same manner as delinquent Financial Obligations owed to the Developer (or the Association, if applicable).

16.4.6 Agricultural Operations. The growing and harvesting of commercial crops will not be allowed in the Development. Personal gardens shall be permitted if they are included in or added to the landscape plan of the Lot, are no larger than 150 square feet in size, and approved by the Developer (or the Association, if applicable). No landscaping, shrubbery, trees or the like shall be planted by any Lot Owner in a location outside of their own Lot, including, without limitation, on any roadway easement, or outside of the front or side Lot boundaries, without the written consent of the Developer, Architectural Committee (or Association, if applicable). Any such landscaping planted outside of a Lot Owner's property lines without such written permission can be removed by the Developer (or Association, if applicable) without notice to a Lot Owner.

16.4.7 Animals. The following restrictions shall apply to animals kept at the Development:

16.4.7.1 Dogs, Cats and other Domestic Pets. No Horses shall be allowed on any Lot. Dogs, cats and other domestic pets (hereinafter “pets”) shall be controlled and restrained at all times and shall not be allowed to run at large on any portion of any Lot. All pets shall be kept on a leash if they are allowed outside of any enclosed structure. Lot Owners shall not permit the fecal material from any pets to accumulate on their Lot, but rather shall promptly clean up any such material and dispose of the same. In the event a pet trespasses onto a neighboring Lot, the Developer (or the Association, if applicable) and/or the adjacent Lot Owner may restrain and/or remove the same, in which case the owner of the pet shall bear the full cost of said restraint and/or removal. Pets which exhibit a vicious character and/or a propensity to bark loudly for unreasonable periods of time shall not be permitted in the Development, and in no event shall more than three (3) adult dogs or cats be kept on any Lot. The Developer (or the Association, if applicable) may require any outside housing for pets to be surrounded by a small side yard dog run fence which must not exceed three feet (3’) in height, the design and extent of which must be approved by the Developer (or the Association, if applicable). Any Lot Owner having a complaint concerning the pets of another Lot Owner, may submit a written complaint to the Developer (or the Association, if applicable), and if the Developer (or the Association, if applicable) determines that the pet owner has violated any of the terms of this Declaration concerning pets, or any other reasonable rules concerning the keeping of pets at the Development which may hereafter be promulgated by the Developer (or the Association, if applicable), then it may issue a written reprimand to the pet owner, and in the event the Developer (or the Association, if applicable) issues three (3) written reprimands to any given pet owner within a one-year time period, then such pet owner shall no longer be permitted to keep such pet in the Development. No animals (including fowl) shall be kept or maintained on any such Lot except customary, domestic household pets, and no exotic animals of any kind shall be brought within the Development.

16.4.7.2 Pets shall never be allowed to run loose at any time, day or night, unless in the designated Dog Park area.

16.4.7.3 Pets shall not be allowed in or on areas intended for recreational purposes.

16.4.7.4 Dog dung shall not be buried at any time. It must be placed in a proper container for waste disposal.

16.4.7.5 Pet droppings (dung) must be picked up by pet owners and placed in proper containers for waste or as provided in a pet exercise area(s).

16.4.7.6 Except for pets as herein defined, no Lot Owner shall keep any poultry or farm or other commercial animals on any Lot in the Development.

16.4.7.7 The act of domesticating wild animals (including without limitation the act of “breaking horses”) shall not be permitted at any time upon any Lot or other portion of the Development.

16.4.7.8 Certain breeds of dogs (including mixed breeds), such as pit bulls or pit bull mixes, as well as other breeds which have a propensity to aggression, are not allowed in the RV Park.

16.4.8 Firearms. No hunting of any kind or discharge of any firearms of any nature whatsoever (including without limitation the discharge of any rifle, shotgun, pistol, black powder rifle, pellet gun, BB gun, crossbow, bow and arrow, and the like) shall be permitted at any time in the Development.

16.4.9 Fireworks. Except with the prior approval of the Developer (or the Association, if applicable), no fireworks of any kind or nature shall be stored upon, detonated or otherwise used at any location in the Development. Any violation of this rule by a Lot Owner (or its guests, renters, or other invitees), will be subject to a fine of up to \$1,000, as determined by the Developer or the Association, as applicable.

16.4.10 Fire Protection. In order to protect the Structures located on the Development from damage by fire, the Developer (or the Association, if applicable) may adopt reasonable fire protection restrictions and regulations, including but not limited to the following:

16.4.10.1 Prior Approval by the Developer (or the Association, if applicable) of all barbeque sites and barbeque devices (whether stationary or portable).

16.4.10.2 A prohibition of all outdoor burning of grass, refuse or other outside fires, except as specifically approved by the Developer (or the Association, if applicable).

16.4.10.3 Correction by Lot Owners of all fire hazards and/or conditions which could result in fire hazards, as determined by the Developer (or the Association, if applicable).

16.4.11 Wood Cutting. There shall be no tree cutting and/or removal of timber located on any Lot on the Development, with the exception of the removal of timber located in the area of an approved building construction site, and with the further exception of the removal of so-called "dead fall" or diseased trees after obtaining written approval from the Developer (or the Association, if applicable). Nothing herein shall prevent a Lot Owner from ordinary pruning or other maintenance of landscaping upon a Lot, including the removal of landscaping trees or shrubs.

16.4.12 Speed Limit. The speed limit for all motorized vehicles operating within the subdivision shall be a maximum of 10 miles per hour, unless otherwise changed by the Developer (or the Association, if applicable).

16.4.13 Non-operative Vehicles and Equipment. Non-operative, wrecked, junked or otherwise unusable motor vehicles, motorized equipment and non-motorized equipment shall not be stored or otherwise kept on any Lot or Common Area within the Development. If the Lot Owner is not in compliance with this provision, such Lot Owner shall be notified in writing of the violation and given seventy-two (72) hours to bring the Lot into compliance. If the Lot is not brought into full compliance within 72 hours after the 72 hour

notice is sent, a \$20 per day penalty shall be assessed and shall continue to accrue until compliance has been completed, and the Developer (or the Association, if applicable) shall have a Lien upon the applicable Lot for the amount of such penalty, together with interest thereon at the same rate as any other unpaid Financial Obligation, which amounts may be collected and/or enforced by an action at law against the Lot Owner, or said amounts may be collected in the same manner as delinquent Financial Obligations owed to the Developer (or the Association, if applicable).

16.4.14 Lawn, Garden and Yard Equipment. Any and all lawn, garden tools, wheelbarrows, and other tools and yard equipment, whether motorized or non-motorized, must be stored inside of sheds unless specifically approved in writing by the Developer (or the Association, if applicable).

16.4.15 Outdoor Toilets. No outdoor toilet, privy or outhouse shall be installed, permitted, allowed or maintained on any Lot on either a permanent or a temporary basis. No toilets or showers are allowed in storage sheds. Sanitation facilities have been installed by the Developer, and each Lot user must use such facilities in accordance with the rules of the Developer, or use the sanitation facilities installed in their RV or Park Model unit.

16.4.16 Right to Clean Lots. All parts of each Lot shall be kept in a clean and sanitary condition, and no trash, rubbish, garbage, refuse, solid waste debris, organic or inorganic wastes, dead animals, scrap metal, junk cars, junk equipment, fire hazard, or the like shall be allowed to accumulate or exist thereon. If the Lot Owner is not in compliance with this provision, such Lot Owner shall be notified in writing of the violation and given seventy-two (72) hours to bring the Lot into compliance. If the Lot is not brought into full compliance within 72 hours after the 72 hour notice is sent, a \$20 per day penalty shall be assessed and shall continue to accrue until compliance has been completed, and the Developer (or the Association, if applicable) shall have the right, but not the duty, to clean any Lot found in violation of this provision and to charge the expense of cleaning to the Lot Owner responsible therefor. The Developer (or the Association, if applicable) shall have a lien upon the applicable Lot for the amount of such penalty and the costs to clean the Lot, together with interest thereon at the same rate as any other unpaid Financial Obligation, which amounts may be collected and/or enforced by an action at law against the Lot Owner, or said amounts may be collected in the same manner as delinquent Financial Obligations owed to the Developer (or the Association, if applicable).

16.4.17 Washer/Dryer Machines. Clothes washing machines and dryers are permitted only in the principal camping facility or in the storage shed of the type authorized in this Article. A written permit shall be required from the Developer (or the Association, if applicable) for the necessary plumbing and venting to accommodate these machines when they are to be located in a storage shed, along with the Developer's (or the Association, if applicable) approval of the finished installation.

16.4.18 Vehicles Upon Lots. Only one (1) principal camping facility and only two (2) additional vehicles may be located or maintained on each interior Lot. The additional vehicles may be the customary passenger car or pickup truck, or, if it is the only means of transportation, it may be a truck camper, motor home or other such camping/travel unit. In either instance the parked vehicle must be located in the 9' by 20' required parking space area that is

required on every Lot within the Lot boundary line. Motorcycles, ATV's, bicycles and golf carts are not restricted by this regulation. In the above context "additional vehicle" means passenger car, pickup truck, boat, boat trailer or car trailer, or any other strictly non-camping vehicle. No motor home, minihome, camper or other vehicle designed as a travel/camping unit may be parked on any Lot along with the principal camping facility unless it is the only means of transportation, and then it must be parked directly in front of the principal camping facility. No parked vehicle shall be used for sleeping, eating or living quarters. Temporary (no more than 24-hours) exceptions to the foregoing parking rules may be granted by the Developer or the Association (which approval must be granted in writing) for unoccupied vehicles which are parked upon a Lot solely for loading or unloading purposes.

16.4.19 Parking. It is the intent of this Declaration to restrict on-street parking as much as possible. Vehicles of all Lot Owners, Lessees and Residents, and of their employees, guests and invitees shall not obstruct the usage of any street in the Development, and shall be kept on their lot, and in other designated parking areas wherever and whenever such facilities are sufficient to accommodate the number of vehicles at a Lot; provided, however, that this Paragraph shall not be construed to permit the parking in the above-described areas of any vehicle whose parking in the Development may otherwise be prohibited or the parking of any inoperable vehicle.

16.4.20 Limitations on Numbers of Individuals Occupying a Lot. The Developer (or the Association, if applicable) will have the right to limit and restrict the number of adults and/or children residing on or occupying any Lot at any one time or on a permanent or semi-permanent basis.

16.4.21 Wood Burning; Personal Property; Approval. No wood burning is allowed in the RV Park except in the Tent area. Fireplaces and grills used in the RV Park may only burn propane or briquettes. Tables and benches may be placed on Lots, but no personal property except as hereinabove provided shall be permitted to remain where it can be seen by other campers or visitors to the area except when the Lot is actually in use; provided, however, that the foregoing shall not apply to the principal camping facility, which may be allowed to remain on the Lot even though not in use. No camping facility shall be placed on a Lot for more than five (5) days without the said facility having been approved by the Developer (or the Association, if applicable) as having met the above requirements as to the condition and type of facility, and said facility shall thereafter be inspected and approved annually as to condition.

16.4.22 All-Terrain Vehicles; Golf Carts. Motorcycles, three-wheel vehicles, four-wheel all terrain vehicles, golf carts and dune buggies may be driven in the RV Park; however, **no unlicensed or under-age drivers may operate any vehicles, including golf carts, in the RV Park.** The noise level of any vehicle must be acceptable to the Developer (or the Association, if applicable) or its representative.

16.4.23 Trail Fees. Any Lot Owners or Club Members with golf carts shall pay a trail fee to the Developer established by the Developer on an annual basis or a per-round basis unless the golf course is acquired by the Association, at which time such fees shall be paid to the Association. All guests of Lot Owners or Club Members will pay green fees to the Developer.

16.4.24 Increase to Insurance Rates. No Lot Owner or Club Member or renter of a Lot shall permit or suffer anything to be done or kept in or on his Lot or the Lot he is using if he is a Club Member or renter of a Lot, which will increase the rate of insurance on the RV Park property, or which will obstruct or interfere with the rights of other Lot Owners and/or Club Members or annoy them with unreasonable noises, sights or smells, or otherwise, nor shall the Lot Owner or Club Member or renter of a Lot commit or permit any nuisance, immoral or illegal act in or about the Lot or the property.

16.4.25 Use Contrary to Rules and Regulations. No person shall use the Common Areas or any part thereof, or a Lot or any part thereof, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Developer or the Association.

16.4.26 Restrictions on Rentals of RV Park Lots. Lot Owners may not rent RV Park Lots which are equipped, occupied or otherwise improved with any Recreational Vehicle or RV Unit located thereon (including without limitation any Park Model, Motor Home, Fifth Wheel, Travel-Trailer, and the like) (a Lot being so equipped, occupied or improved being hereinafter referred to as an “**Equipped RV Park Lot**”), to others for less than 30 days; however, Equipped RV Park Lots may be rented by Lot Owners to others for periods of 30 days or more. Lot Owners may not list Equipped RV Park Lots with any online vacation rental marketplace or platform, such as AirBnB, VRBO (Vacation Rentals by Owner), HomeAway Vacation Rentals, Booking.com, HomeToGo, or other similar websites. An Equipped RV Park Lot may only be otherwise advertised for rent to others for periods of 30 days or more. For clarity, an empty or vacant Lot may be rented out on a short or long term basis.

16.5 Water Rights. No Lot Owner shall have or acquire any water rights associated with the ownership of a Lot in the Development (all of which rights are reserved to the Developer), including without limitation, riparian, surface or underground rights of any kind.

16.6 Lot Division. No Lot in the Development, as shown on the subdivision map, shall be divided.

16.7 Homestead Exemption Laws. All rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming have been waived and released in connection with the Development.

16.8 Right of Entry. During reasonable hours and upon reasonable notice to the Owner or other occupant of a Lot, the Developer, the Architectural Committee (or the Association, if applicable), or any authorized representative of the Developer, Architectural Committee (or the Association, if applicable) shall have the right to enter upon and inspect any Lot and the improvements thereon, except for the interior portions of any completed residential building Structure, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

16.9 Reservation of Common Areas. The Developer (or the Association, if applicable) reserves the right to require reservations for the use of any recreational Common Area of the

Development, and further reserves the right to charge a fee to reserve and/or use the recreational Common Area if and when deemed necessary. Each Lot Owner's or Club Member's right to the use of the recreational Common Areas of the Development shall be restricted to their immediate and extended family, tenants, lessees and guests; however, the Developer (or the Association, if applicable) shall have the right to reasonably limit the number of guests which may be invited to use such facilities. The Developer (or the Association, if applicable) shall have the right to establish additional rules and regulations regarding the use of the recreational Common Areas of the Development, including if deemed appropriate, a requirement that all minor children be escorted by a resident adult in all or part of the recreational Common Areas of the Development. The Developer (or the Association, if applicable) shall also have the right to establish separate and/or additional fees for Lot Owners or Club Members and/or guests of Lot Owners or Club Members who utilize the recreational Common Areas of the Development. No one shall obstruct any recreational Common Areas by either parking vehicles, equipment or other items thereon which may restrict the use thereof. No one shall place or store any items of any nature whatsoever within the Common Areas of the Development without the prior written consent of the Developer (or the Association, if applicable). The Developer (or the Association, if applicable) shall have the right to lease or rent any Common Areas, such as (without limitation) the pavilions and club house/barn, and to collect and charge for the use of these facilities for such events as (without limitation) dances, special occasions, parties, dinners, weddings, anniversaries and concerts.

16.10 County Regulations. These covenants are not enforced by the County of Lincoln, State of Wyoming. The RV Park must comply with Lincoln County Land Use Regulations.

16.11 Covenants Running with the Land. These restrictions shall be considered as covenants running with the land, and shall bind all Club Members and the purchasers of any Lots in the RV Park, and their heirs, executors, administrators, successors, and assigns, and if said Owners and/or Club Member, or any of them, their heirs, executors, administrators, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any Lot in the plat in which said Lot is situated to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages for such violation, including costs of the suit and a reasonable attorney's fee. Any invalidation of any of these covenants and restrictions shall in no way affect any other of the provisions thereof, which shall thereafter remain in full force and effect. Nothing herein shall preclude the Developer from amending this Declaration or filing different or additional restrictions on existing or future plats developed in the Star Valley Ranch RV Park. Any future amendment to this Declaration permitted hereunder (including under Article 7 hereof) shall be binding upon and inure to the benefit of Developer, the Association and all Lot Owners and Club Members, and their successors and assigns.

16.12 Vacuum Breaker and Backflow Preventer. Every Lot Owner is required to install a vacuum breaker and backflow preventer (hereinafter "Backflow Preventer"), approved by the Wyoming Department of Environmental Quality on all hose bib(s) and/or outside water spigot(s) on their Lot. No water connection for landscape irrigation purposes (whether by means of a hose bib, water spigot, or otherwise) may be made to the water system on any Lot **before** (i.e., upstream from) such a Backflow Preventer. This requirement that all such connections as

aforesaid be made **after** (i.e., downstream from) a Backflow Preventer is to prevent water contamination and assure drinking water safety, because of the risk of introducing chemicals (including fertilizers) or other contaminants into the Development's drinking water system. A violation of this rule is deemed to be very serious because of health and safety concerns.

ARTICLE 17

MAINTENANCE AND ALTERATIONS

17.1 Maintenance and Repair; Security. The Developer (or the Association, if applicable) may enter into a contract with any firm, person, or corporation, including the Developer, for the maintenance and repair of the Common Areas and Unsold Lots, and for the security of the RV Park.

17.2 Public Services. The Developer (or the Association, if applicable) may enter into a contract with the owners of any public utility for the furnishing of such public services. The Developer (or the Association, if applicable) may, from time to time, enter into long term leases for the use of such public service utilities or may purchase the same outright, and thereafter the said facility will become a part of the Common Area facilities.

17.3 Common Area Alterations or Additions. Except as hereinabove provided, there shall be no alterations or additions to the Common Areas or Limited Common Areas costing in excess of \$250,000 (which amount shall increase annually by 5%) unless such alterations and additions, and the cost thereof, are approved by a vote not less than fifty-one percent (51%) of the total votes of the Lot Owners present at a meeting in person or by proxy, where a Quorum is present. The costs of such alterations or additions shall be assessed as common expenses. Except as hereinabove provided, where any alterations or additions, as aforescribed, are exclusively or substantially exclusively for the benefit of less than all of the Lot Owners, then such alterations and additions, and the cost thereof, shall be both (a) approved by the Developer (or by the Association), and (b) ratified by not less than fifty-one percent (51%) of the total votes of the Lot Owners present at a meeting in person or by proxy at which a Quorum is present of the Lot Owners or Club Members exclusively or substantially exclusively benefitting therefrom, and where said Lot Owners are ten or less, the approval of all but four shall be required. The costs of such alterations or additions shall also be assessed as common expenses.

ARTICLE 18

MISCELLANEOUS PROVISIONS

18.1 Public Utility Lines. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits, roads, sewage connections, etc., or other public utility lines running through the Lots which are utilized by or serve more than one Lot, which items are, by these presents, made a part of the Common Area facilities.

18.2 Encroachments. The respective Owners of the Lots and the Club Members shall be deemed to agree that if any portion of the improvements on any Unsold Lot or Common Area or Limited Common Area encroach upon a Lot, a valid easement for such encroachment and maintenance of the same, so long as it stands, shall and does exist.

18.3 Abandonment of Lot or Club Membership. No Owner of a Lot or Club Member may exempt himself from liability for his contribution toward the Common Expenses or Assessments by waiver of the use and enjoyment of any of the Common Area facilities or by the abandonment of his Lot or Club Membership.

18.4 Tax Notices and Information. At such time as a deed to a Lot is recorded, Lincoln County will place the Owner of the Lot on the tax rolls. It will be the responsibility of the Owner of the Lot to obtain tax notices and information from the Tax Assessor of the County or other appropriate governmental authorities having jurisdiction over the same. Nothing herein shall be construed, however, as giving to the Lot Owner the right of contribution or any right of adjustment against any other Lot Owner on account of any deviation by the taxing authorities for the valuations prescribed, and each Lot Owner shall pay such ad valorem taxes and special assessments as are separately assessed against his Lot.

18.5 Ad Valorem Taxes. For the purposes of ad valorem taxation, the interest of the Owner in his Lot and in the Common Areas shall be considered as a unit. The value of said unit shall be equal to the percentage of the value of the entire RV Park, including land and improvements, as may be assigned to said unit from time to time and as set forth in this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements as established and amended from time to time pursuant to this Declaration.

18.6 Rights of Ingress/Egress. The Owners of Lots and Club Members shall have a right-of-way for ingress and egress over and across all roadways within the RV Park subdivision, except such roadways as Developer may develop or designate for special purposes, such as maintenance or loading.

18.7 No Riparian Water Rights. Any Lots in the subdivision bordering on Cedar Creek shall not have any riparian water rights.

18.8 Opening and Closing of RV Park Annually. The RV Park will open sometime between May 1 and May 15, and close sometime between October 15 and October 31 of each year, as determined by the Developer (or the Association, if applicable), depending on current weather conditions, unless an appropriate governmental agency or authority and the Developer (or the Association, if applicable) determine otherwise. Owners of Lots and Club Members shall have the right to occupy the Lots only during the time the RV Park is open, as set forth above.

18.9 Maintenance of Golf Course. The Developer has developed an executive 18-hole golf course on acreage near the RV Park which shall be maintained as a Common Expense. If in the sole discretion of the Developer, an insufficient number of Lots and/or club memberships are sold to maintain the golf course after the payment of other Common Expenses, the Developer shall not be required to maintain the golf course. The Developer shall have the right to control and restrict the usage of said golf course by Lot Owners, Club Members and their guests and to charge an Assessment or fees for its use; and the Developer's business invitees and guests shall be entitled to utilize said golf course without charge until such time as the latter of (1) the Completion of the Development, or (2) the Developer's Relinquishment of all and every portion of the RV Park to the Association. The Developer may retain ownership of the golf course indefinitely or it shall have the right to sell said golf course to any person, entity, assignee of the

Developer or the Association, subject to the rights of the Lot Owners and/or Club Members and the RV Park Association to utilize the land as a golf course in accordance with the conditions contained in this Declaration, or the Developer shall have the right to convey said golf course to the Association, in which event the Association shall be obligated to accept said golf course and thereafter maintain it as a golf course for the benefit of the members of the Association in accordance with the conditions contained in this Declaration, and, after such conveyance, the Association will have the same rights with respect to the golf course as were previously exercised (before such conveyance) by the Developer.

18.10 Sales Office. The Developer may but shall not be required to construct a sales office on or about the RV Park for its use in connection with its sale and promotional activities. Upon the Completion of the Development or the Developer's Relinquishment of all and every portion of the RV Park to the Association, or at such earlier time as the Developer determines, the Developer may elect to sell the sales office to the Association at the appraised value thereof, in which event the Association shall purchase the sales office for cash at the appraised value, or the Developer may elect to rent the sales office to the Association, in which event the Association shall rent the sales office from the Developer at the fair market rental value. Prior to the Completion of the Development, the Developer may elect to rent all or any portion of the space in the sales office to the RV Park Association in which event the Association shall pay a reasonable rental for said space.

18.11 Business Office. The Developer may elect to rent or sell the Developer's business office to the RV Park Association in which event the Association shall pay a reasonable rental for said space.

18.12 Maintenance of Common Areas. The Developer will maintain the water system, roadways, and sewer systems within any particular plat or phase in the RV Park until such time as the Developer's Relinquishment of such rights and duties to the Association. The Association will be obligated to assume such rights and duties including without limitation the maintenance of the water system, roadways and sewer systems, or any portion thereof, within any plat or phase of the RV Park upon Relinquishment by the Developer. Upon the Developer's Relinquishment, the facilities, equipment and improvements that are sold and conveyed to the Association will be conveyed to the Association in "AS IS" condition, with no representations or warranties, express or implied, including fitness for a particular purpose, habitability, or otherwise, and the Association will be required to purchase and accept such facilities, equipment and improvements in such "AS IS" condition.

18.13 Fire Protection. Fire protection is currently available in the subdivision by the Thayne Volunteer Fire Department.

18.14 Recreational Facilities. The Developer may but shall not be required to construct restrooms, washrooms, a club house and various recreational facilities in the RV Park. Upon the completion of any of said facilities, the Developer shall have the right to convey the same to the Association in their then "AS IS" condition, and the Association shall be obligated to thereafter maintain said facilities at its own expense. The Developer shall be entitled to utilize all of said facilities for itself and/or its renters, business invitees and guests, and without cost until the Completion of the Development as defined herein, or until Developer's Relinquishment of all

and every portion of the RV Park to the Association, whichever is later.

18.15 Sewage Facilities. The sewage lagoons serving the RV Park must at all times function and operate properly in accordance with the regulations of the appropriate governmental authorities having jurisdiction over the same. If the sewage lagoons and sewage facilities serving the RV Park are sold and conveyed to the Association, and if such facilities should at any time cease functioning properly and adequately in accordance with the regulations of the appropriate governmental authorities having jurisdiction, then the Association must correct such deficiencies or make other satisfactory arrangements which shall conform to the appropriate governmental authorities having jurisdiction over the sewer facilities. This provision shall be irrevocable.

18.16 Notices. Whenever notices are required to be sent hereunder, the same may be delivered to Lot Owners or Club Members either personally or by mail addressed to such Lot Owners or Club Members at General Delivery, Thayne, Wyoming 83127, with a copy thereof to any other address specified by the Lot Owner or Club Member in writing and delivered to the Association. Proof of such mailing or personal delivery by the Association shall be given by the affidavit of the person mailing or personally delivering said notices. Notices to the Developer shall be delivered by mail to the Developer at Leisure Valley, Inc., Post Office Box 299, Thayne, Wyoming 83127, and to such other place as may be designated by the Developer.

18.17 Change of Mailing Address. Any Lot Owner or Club Member may change his or its mailing address by giving written notice to the Developer (or the Association, if applicable). Notices required to be given to the personal representative of a deceased owner or devisee may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased Owner is being administered.

18.18 Interpretation. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the RV Park.

18.19 Captions. The captions and paragraph headings used in this Declaration and in the Exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or the Exhibits annexed hereto.

18.20 Unenforceable Covenants. If any covenant, term, provision or other element of this Declaration or the Bylaws referred to herein, or the application thereby in any circumstances is held invalid or unenforceable for any reason whatsoever, the same shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant, or element of this Declaration.

18.21 Owners. Every Owner, occupant or lessee of a Lot or a Club Membership, whether he has acquired his ownership or interest by purchase, gift, conveyance, transfer, operation of law, or otherwise, shall be bound by the Bylaws of said Association, the Articles of Incorporation of the Association, and by the provisions of this Declaration.

18.22 Relinquishment to the Association. Upon the Developer's Relinquishment of all

and every portion of the RV Park (including without limitation the Common Areas and Unsold Lots), and all assignable rights and duties appurtenant thereto, to the Association pursuant to this Declaration, all assignable rights and duties of the Developer as described in this Declaration shall pass to the Association, except as otherwise reserved by the Developer at the time of the Developer's Relinquishment.

18.23 Rule Against Perpetuities. To the extent that any right, duty or interest herein may otherwise violate the rule against perpetuities, then in that event, such right, duty or interest shall permanently vest in the person or entity then holding such right, duty or interest twenty-one years after the death of the now living last surviving grandchild of Harold P. Stewart, Harold Val Stewart, Michael Joe Stewart, Pamela Gaye Driscoll and Timothy Wayne Stewart.

IN WITNESS WHEREOF, LEISURE VALLEY, INC., a Nevada corporation, has caused this Declaration to be signed in its name this 4 day of August, 2020.

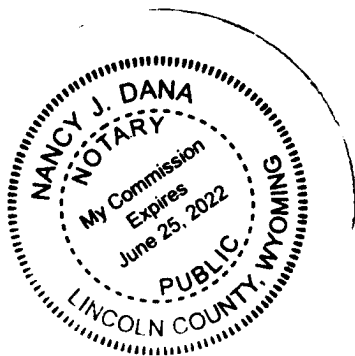
LEISURE VALLEY, INC., a
Nevada Corporation


Harold Val Stewart, President

STATE OF WYOMING)
) SS
COUNTY OF LINCOLN)

On this 4th day of Aug, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared HAROLD VAL STEWART, who acknowledged himself to be the President of LEISURE VALLEY, INC., a Nevada corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal.



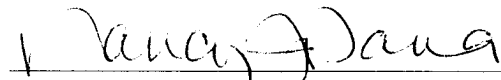

NANCY J. DANA - NOTARY PUBLIC
in and for said County and State
My Commission Expires: 6/25/2022

EXHIBIT “A”

PRIOR DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS WHICH ARE AMENDED, SUPERSEDED AND REPLACED BY THIS SECOND AMENDED, FULLY RESTATED AND CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF STAR VALLEY RANCH RV PARK

PLAT 1 (PHASE I) – 476 LOTS

1. Declaration of Covenants, Conditions, and Restrictions of Star Valley Ranch RV Park (Plat 1), dated October 28, 1982, recorded on January 5, 1983, in Book 195PR as Instrument No. 589523, pages 718 through 740;
2. First Amendment to Declaration of Covenants, Conditions, and Restrictions of Star Valley Ranch RV Park (Plat 1), dated April 5, 1983, recorded April 6, 1983, in Book 199PR as Instrument No. 594869, pages 653 through 658;
3. Second Amendment to Declaration of Covenants, Conditions, and Restrictions of Star Valley Ranch RV Park (Plat 1), dated April 28, 1983, recorded May 3, 1983 in Book 200PR as Instrument No. 596422, pages 582 through 587;
4. Third Amendment to Declaration of Covenants, Conditions, and Restrictions of Star Valley Ranch RV Park (Plat 1), dated October 26, 1989, recorded November 27, 1989, in Book 280PR as Instrument No. 710906, pages 503 through 509;
5. Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions of Star Valley Ranch RV Park (Plat 1), dated June 10, 1991, recorded June 25, 1991, in Book 298PR as Instrument No. 734429, pages 110 through 142;
6. Fifth Amendment to Declaration of Covenants, Conditions, and Restrictions of Star Valley Ranch RV Park (Plat 1), dated October 10, 1994, recorded on October 18, 1994, in Book 358PR as Instrument No. 794483, pages 815 through 850;
7. Sixth Amendment to Declaration of Covenants, Conditions, and Restrictions of Star Valley Ranch RV Park (Plat 1), dated November 1, 2004, recorded on November 10, 2004, in Book 572PR as Instrument No. 904495, pages 234 through 263;
8. Seventh Amendment to Declaration of Covenants, Conditions, and Restrictions of Star Valley Ranch RV Park (Plat 1), dated June 15, 2008, recorded on July 16, 2008, in Book 700 as Instrument No. 940563, pages 127 through 157; and
9. Eighth Amendment to Declaration of Covenants, Conditions, and Restrictions of Star Valley Ranch RV Park (Plat 1), dated December 2, 2009, recorded on December 4, 2009, in Book 737 as Instrument No. 950884, pages 409 through 440.

PLAT 1 - 2nd FILING (PHASE I - STAGE 5) -- 15 LOTS
AND
PLAT 2 (PHASE II - STAGE 1) -- 84 LOTS

1. Declaration of Covenants, Conditions, and Restrictions Plat 1 - 2nd Filing (Phase I - Stage 5) and Plat 2 (Phase II - Stage 1), recorded on June 24, 2002, in Book 492 PR, as Instrument No. 882047, pages 802-831;
2. First Amendment and Restatement of Covenants, Conditions, and Restrictions of Star Valley Ranch RV Park Plat 1 - 2nd Filing (Phase I - Stage 5) and Plat 2 (Phase II - Stage 1), dated November 1, 2004, recorded on November 10, 2004, in Book 572PR, as Instrument No. 904494, pages 206 through 233;
3. Second Amendment to Declaration of Covenants, Conditions, and Restrictions of Star Valley Ranch RV Park Plat 1 - 2nd Filing (Phase I - Stage 5) and Plat 2 (Phase II - Stage 1), dated June 15, 2008, recorded on July 16, 2008, in Book 700, as Instrument No. 940561, pages 69 through 97; and
4. Third Amendment to Declaration of Covenants, Conditions, and Restrictions of Star Valley Ranch RV Park Plat 1 - 2nd Filing (Phase I - Stage 5) and Plat 2 (Phase II - Stage 1), dated December 2, 2009, recorded on December 4, 2009, in Book 737, as Instrument No. 950885, pages 441 through 471.

PLAT 2 (PHASE II - STAGE 2) – 74 LOTS

1. Declaration of Covenants, Conditions, and Restrictions of Star Valley Ranch RV Park Plat 2 (Phase II - Stage 2), recorded on October 3, 2005, in Book 600, as Instrument No. 912410, pages 1-27;
2. First Amendment to Declaration of Covenants, Conditions, and Restrictions of Star Valley Ranch RV Park Plat 2 (Phase II - Stage 2), dated June 15, 2008, recorded July 16, 2008, in Book 700, as Instrument No. 940562, pages 98-126; and
3. Second Amendment to Declaration of Covenants, Conditions, and Restrictions of Star Valley Ranch RV Park Plat 2 (Phase II - Stage 2), December 2, 2009, recorded December 4, 2009, in Book 737, as Instrument No. 950886, at pages 472-501.

PLAT 4, STAGE 1 (52 LOTS) and PLAT 4, STAGE 1 - 2nd FILING (14 LOTS)

1. Declaration of Covenants, Conditions and Restrictions of the Star Valley Ranch RV Park Plat 4, Stage 1, recorded on June 30, 2008, in Book 698, as Instrument No. 940162, pages 646-673;
2. First Amendment to Declaration of Covenants, Conditions, and Restrictions of Star Valley Ranch RV Park Plat 4, Stage 1, dated December 2, 2009, recorded December 4, 2009, in Book 737, as Instrument No. 950887, pages 502 through 531; and

3. Second Amendment to Declaration of Covenants, Conditions, and Restrictions of Star Valley Ranch RV Park Plat 4, Stage 1 and Plat 4 Stage 1 – 2nd Filing, dated February 22, 2010, recorded March 1, 2010, in Book 743, as Instrument No. 952356, pages 183 through 212.

ORIGINAL CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALL PLATS, PHASES, STAGES AND LOTS RECORDED BEFORE AUGUST 29, 2017

1. Consolidated Declaration of Covenants, Conditions, and Restrictions of Star Valley Ranch R.V. Park, dated August 25, 2017, recorded on August 29, 2017 at 3:05 p.m., as Instrument No. 993971, in Book 905, Page 782 CC&R'S (consisting of 48 pages), of the Official Records of the County Clerk of Lincoln County, Wyoming.

FIRST AMENDED, FULLY RESTATED AND CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALL PLATS, PHASES, STAGES AND LOTS RECORDED BEFORE OCTOBER 3, 2018, AND FOR THE ADDITION OF PLAT 4 STAGE 3 (32 LOTS)

1. First Amended, Fully Restated and Consolidated Declaration of Covenants, Conditions, and Restrictions of Star Valley Ranch R.V. Park, dated October 2, 2018, recorded on October 3, 2018 at 11:21 AM, as Instrument No. 1000241, in Book 934, Page 1 CC&R'S (consisting of 49 pages), of the Official Records of the County Clerk of Lincoln County, Wyoming.

EXHIBIT "B"

PROPERTY DESCRIPTION

PLAT 1 – 476 LOTS

Beginning at a point which is East 30.0 feet from the Northwest corner of Section 6, Township 34 North, Range 118 West, 6th P.M.; thence North 0E 08' West 95 feet, more or less, to the center of the North Branch of Cedar Creek; thence Easterly along the centerline of said North Branch 2312 feet, more or less, to the West line of Star Valley Ranch Airstrip; thence South 13E 11' East 590 feet, more or less; thence South 76E 49' West 245 feet, more or less; thence South 1E 30' West 65.00 feet; thence South 58E 30' East 86.945 feet; thence South 54E West 896.719 feet; thence left along the arc of a 35.00 foot radius curve 41.23 feet; thence South 13E 30' East 184.689 feet; thence South 31E 30' West 221.605 feet; thence South 76E 30' West 221.605 feet; thence North 58E 30' West 221.605 feet; thence North 13E 30' West 221.605 feet; thence North 31E 30' East 176.571 feet; thence left along the arc of a 35.00 foot radius curve 41.23 feet; thence North 36E West 1096.212 feet; thence West 248.273 feet to the East side of Muddy String Road; thence North 0E 08' West along said East side of Muddy String Road 225.065 feet to the point of beginning, containing 38.22 acres.

Also known as Star Valley Ranch RV Park Plat 1.

PLAT 1 - 2nd FILING (PHASE I - STAGE 5) -- 15 LOTS

AND

PLAT 2 (PHASE II - STAGE 1) -- 84 LOTS

Star Valley Ranch RV Park Plat 1 - 2nd Filing (Phase I - Stage 5), including Lots 2001 through 2015, inclusive, recorded as Instrument No. 866579, (and in Plat File No. 292-A), in Lincoln County, Wyoming, on June 7, 2000.

Star Valley Ranch RV Park Plat 2 (Phase II - Stage 1), including Lots 574 through 657, inclusive, recorded as Instrument No. 867445, (and in Plat File No. 292-B), in Lincoln County, Wyoming, on June 7, 2000.

PLAT 2 (PHASE II - STAGE 2) – 74 LOTS

Star Valley Ranch RV Park Plat 2 (Phase II - Stage 2), including Lots 499 through 572, inclusive, recorded as Instrument No. 910799, (and in Plat File No. 230-A), in Lincoln County, Wyoming, on August 10, 2005.

PLAT 4, STAGE 1 (52 LOTS) and PLAT 4, STAGE 1 - 2nd FILING – (14 LOTS)
AND
PLAT 4, STAGE 2 – 38 LOTS

Star Valley Ranch RV Park Plat 4, Stage 1, including Lots 736 through 756, inclusive, and Lots 765 through 795, inclusive, recorded as Instrument No. 936769, in Lincoln County, Wyoming, on February 6, 2008 at 11:54 a.m.;

Star Valley Ranch RV Park Plat 4, Stage 1 - 2nd Filing, including Lots 799 through 812, inclusive, recorded as Instrument No. 944673, in Lincoln County, Wyoming, on January 13, 2009 at 3:07 p.m.; and

Star Valley Ranch RV Park Plat 4, Stage 2, including Lots 813 through 850, inclusive, recorded as Instrument No. 993863, in Lincoln County, Wyoming, on August 22, 2017 at 1:57 p.m.

The afore-described property is part of the S1/2NW1/4 of section 6, T34N R18W, Lincoln County, Wyoming, described as follows:

Beginning at the southernmost point of Star Valley Ranch RV Park Plat 2 (Phase II Stage 2), of record in said office as instrument No. 910779, S56°07'34"E, 2777.03 feet, from the northwest corner of said section 6;

Thence S81°00'00"E, 26.19 feet, to a point;

Thence S31°30'00"W, 884.20 feet, to a point;

Thence S76°30'00"W, 61.51 feet, to a point;

Thence N36°00'00"W, 886.16 feet, to a point at the beginning of a circular curve to the left;

Thence northwesterly 41.23 feet along the arc of said curve through a central angle of 67°30'00", with a radius of 35.00 feet, and a chord bearing N69°45'00"W, 38.89 feet, to a point;

Thence N76°30'00"E, 36.91 feet, to a point;

Thence N31°30'00"E, 184.54 feet, to the southwest point of Star Valley Ranch RV Park Plat 2 (Phase II-Stage 1) of record in said office as instrument No. 867445, said point being the beginning of a circular curve to the right;

Thence northeasterly 41.23 feet, along the arc of said curve, through a central angle of 67°30'00", with a radius of 35.00 feet, and a chord bearing N65°15'00"E, 38.89 feet, along the south line of said Star Valley Ranch RV Park Plat 2 (Phase II-Stage 1), to a point;

Thence S81°00'00"E, 611.91 feet, to the southeast point of said Star Valley Ranch RV Park Plat 2 (Phase II-Stage 1), being identical with the southwest point of said Star Valley Ranch RV Park Plat 2 (Phase II-Stage 2);

Thence continuing S81°00'00"E, 284.82 feet, along the south line of said Star Valley Ranch RV Park Plat 2 (Phase II-Stage 2), to the point of beginning;

Encompassing an area of 11.68 acres.

PLAT 4, STAGE 3 – 32 LOTS

STAR VALLEY RANCH RV PARK PLAT 4 STAGE 3, DESCRIBED AS FOLLOWS:

THAT PART OF THE S½ NW½ OF SECTION 6, T34N R118W, LINCOLN COUNTY, WYOMING, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERNMOST POINT OF STAR VALLEY RANCH RV PARK PLAT 2 (PHASE II STAGE 2), OF RECORD IN SAID OFFICE WITH INSTRUMENT NO. 910799, S56°07'34"E, 2777.03 FEET, FROM THE NORTHWEST CORNER OF SAID SECTION 6;

THENCE N81°00'00"W, 561.35 FEET, ALONG THE SOUTH LINE OF SAID PLAT 2 (PHASE II STAGE 2), AND THE SOUTH LINE OF STAR VALLEY RANCH RV PARK PLAT 2 (PHASE II STAGE 1), OF RECORD IN SAID OFFICE WITH INSTRUMENT NO. 867445, IDENTICAL WITH THE NORTH LINE OF STAR VALLEY RANCH RV PARK PLAT 4 STAGE 1 2ND FILING, OF RECORD WITH INSTRUMENT NO. 944673 AND THE NORTH LINE OF STAR VALLEY RANCH PLAT 4 STAGE 2, OF RECORD IN SAID OFFICE WITH INSTRUMENT NO. 993863, TO THE POINT OF BEGINNING, BEING THE NORTHWEST POINT OF SAID PLAT 4 STAGE 2;

THENCE S31°30'00"W, 414.25 FEET, ALONG THE NORTHWEST LINE OF SAID PLAT 4 STAGE 2, TO THE POINT COMMON TO LOTS 849 AND 850;

THENCE S88°29'45"W, 57.25 FEET, ALONG THE NORTHWEST LINE OF SAID LOT 850, TO THE NORTHWEST POINT THEREOF;

THENCE S54°00'00"W, 30.14 FEET, TO A POINT;

THENCE N36°00'00"W, 279.58 FEET, TO A POINT AT THE BEGINNING OF A CIRCULAR CURVE TO THE LEFT;

THENCE WESTERLY, 41.22 FEET, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°30'00" HAVING A RADIUS OF 35.00 FEET WITH A CHORD BEARING N69°45'00"W, 38.88 FEET, TO A POINT ON THE RIGHT-OF-WAY LINE OF HUB ROAD;

THENCE N76°30'00"E, 36.91 FEET, ALONG SAID RIGHT-OF-WAY LINE TO A POINT;

THENCE N31°30'00"E, 184.54 FEET, ALONG SAID RIGHT-OF-WAY LINE, TO A POINT AT THE BEGINNING OF A CIRCULAR CURVE TO THE RIGHT;

THENCE EASTERLY, 41.23 FEET, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°30'00", HAVING A RADIUS OF 35.00 FEET, WITH A CHORD BEARING N65°15'00" E, 38.89 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STEWART DRIVE;

THENCE S81°00'00"E, 335.38 FEET, ALONG SAID RIGHT-OF-WAY LINE, TO THE POINT OF BEGINNING;

ENCOMPASSING AN AREA OF 2.66 ACRES, MORE OR LESS.

PLAT 5 STAGE 1 -- 68 LOTS

STAR VALLEY RANCH RV PARK PLAT 5 STAGE 1, DESCRIBED AS FOLLOWS:

THAT PART OF THE S½ NW¼ OF SECTION 6, T34N R118W, LINCOLN COUNTY, WYOMING, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERNMOST POINT OF STAR VALLEY RANCH RV PARK PLAT 4 STAGE 2, OF RECORD IN SAID OFFICE WITH INSTRUMENT NO. 993863, S38°12'56"E, 2611.67 FEET, FROM THE NORTHWEST CORNER OF SAID SECTION 6;

THENCE S36°00'00"E, 191.78 FEET, ALONG THE SOUTH LINE OF SAID PLAT 4 STAGE 1, OF RECORD IN SAID OFFICE WITH INSTRUMENT NO. 936769;

THENCE S66°11'30"W, 834.06 FEET, TO A POINT;

THENCE S89°07'59"W, 83.67 FEET, TO A POINT;

THENCE N0°00'00"E, 328.23 FEET, TO A POINT;

THENCE N66°11'30"E, 706.69 FEET, TO A POINT ON THE SOUTH BOUNDARY OF SAID PLAT 4 STAGE 2;

THENCE S36°00'00"E, 148.91 FEET, ALONG THE SOUTH LINE OF SAID PLAT 4 STAGE 2, TO THE POINT OF BEGINNING;

ENCOMPASSING AN AREA OF 6.20 ACRES, MORE OR LESS