

**AMENDMENT TO DECLARATION OF COVENANTS
BIG HORN VALLEY ESTATES**

The DECLARATION OF COVENANTS OF BIG HORN VALLEY ESTATES recorded in the Sheridan County Clerk's office on February 21, 2003 in Book 441 at Page 245 (herein "Covenants") is hereby amended, as set forth hereafter.

Pursuant to Paragraph 20, COVENANTS RUN WITH THE LAND; AMENDMENT, the Covenants may be amended only upon an affirmative vote of *at least eighty percent (80%)* of Lot owners (ie., 11 of the 13 Lots) with an instrument signed by the record owners of at least eleven Lots in Big Horn Valley Estates, and such amendment shall be filed in the Office of the County Clerk of Sheridan County, Wyoming.

WHEREAS, the Lot owners of Big Horn Valley Estates have discussed the Covenants, and the Lot owners do wish to clarify and make more specific some of the construction criteria of the Covenants and wish to further confirm the overall general intent of the architectural control over the improvements to be constructed within Big Horn Valley Estates.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

1. Paragraph 4. Construction, of the Covenants is hereby amended, in its entirety, as follows:

4. CONSTRUCTION.

- a. *New Construction/Time For Completion.* Any buildings erected on the Lot shall be on-site new construction with new quality materials. No owner of a Lot shall erect or place any mobile homes, factory constructed or other modular residential buildings on a Lot. Trailers shall not be used as a permanent residence during construction. Once construction of a structure is commenced on a Lot, construction of that structure shall be completed within eighteen (18) months of commencement. Mobile homes shall not be used as temporary or permanent residences at any time.
- b. *Compatibility of Improvements.* All buildings, fencing and any other improvements constructed on a Lot shall be appropriate in character, design, color and architecture in relation to the general area and to the other homes in the subdivision. No unusual design, styles or construction methods shall be allowed (for illustration purposes only -- there shall be no geodesic domes, no straw bale structures of inferior construction quality or design than what is typical in the area, and no underground homes).
- c. *Colors of Improvements.* All buildings and improvements will be painted, stained, sided and roofed in primarily earth tone colors so that they shall blend with the land and the surrounding area and homes as much as possible.

- d. *Number of Buildings Per Lot.* No buildings shall be erected, altered, placed or permitted to remain on a Lot other than one (1) detached single-family primary residential dwelling, with a private attached garage, and a maximum of one (1) additional accessory building for use as a barn, studio, carriage or guest house, additional garage, workshop, living quarters for domestic employees, recreation room, storage area, or any combination thereof.
- e. *Minimum Square Footage for Homes.* Every primary residential dwelling that is a single story home shall have a minimum of 1,600 square feet of above-grade finished living area. Every primary residential dwelling that is a two story home (above grade) shall have a minimum ground level floor area (ie., footprint) of no less than 1,500 square feet of finished living area on the ground level. No primary residential dwelling shall exceed two stories above finished grade (not including a standard basement level). No basement area will be considered a part of the finished floor area requirements, and no basement shall extend higher than thirty six inches (36") from the highest point of the finished grade elevation of the primary residential dwelling.
- f. *Accessory Buildings.* Accessory buildings shall not exceed 1,800 square feet on the ground level, shall be of properly framed construction, and shall be sided only with materials allowed in the following paragraph. No accessory building shall exceed a height of ten (10) feet at the highest point of the sidewall nor eighteen (18) feet at the roof peak. Provided further, an accessory building constructed on a Lot shall be constructed in a style that matches the primary residential dwelling constructed thereon, and the siding and roof materials and colors of both buildings shall be the same.

In an effort to promote a higher quality look than an average pole-type barn, each accessory building shall have one or more architectural details that provide a higher-than-average appearance (examples of such intended details include but are not limited to: varying or multiple roof lines, covered porch or landing, a roof cupola or other such architectural details). The architectural details required by this paragraph shall be subject to the approval of the architectural control committee.

- g. *Permitted Sidings.* Each primary residential dwelling, and all additional accessory buildings, shall be sided with the following materials:
- i. properly painted, stained or treated cedar siding which shall be properly maintained after installation;
 - ii. properly stained, painted or treated logs with a minimum diameter or thickness of seven inches (7") which shall be properly maintained after installation;
 - iii. traditional stucco, Drivit or other high quality stucco-like siding;
 - iv. masonry (natural or cultured stone or brick);
 - v. high quality manufactured/composite siding [examples of such permitted composite siding include: Certainteed's "WeatherBoards";

James Hardie's "Hardiplank Lap Siding" or "Hardishingle Siding" and other such higher-than-average manufactured siding approved by the committee] that is in the form of a traditional lap siding or shake panels and which meets all of the following minimum criteria: (A) the color warranty on the siding product is a minimum of fifteen (15) years; (B) the durability warranty on the siding product is a minimum of fifty (50) years; (C) the reveal of such a lap siding does not exceed six and a quarter (6 ¼) inches; (D) that the siding is properly installed according to manufacturer specifications; and (E) there are no butt joints on any course of such lap siding on the elevation of the building facing Valley Road that require connectors/clips or caulking [i.e., all runs of lap siding shall be full-length runs at least on the elevation facing Valley Road].

- h. Soffit and Fascia.* All soffit and fascia shall be considered a part of the siding and shall be installed using new quality material and in accord with the siding materials allowed in paragraph 4 g., above; Provided However, metal soffit and fascia may be used without requesting a variance so long as such metal soffit and fascia meets the following minimum quality specifications: all such metal shall be of a high quality and thickness and shall be properly installed; and fascia over seven inches (7") in height shall have a stepped appearance. Provided further, whenever metal soffit and fascia is used, that area where the rake fascia board meets the horizontal soffit from the side of the house, that connection shall be finished by boxing in the connection so that it has a finished appearance.
- i. Trim Boards/ Window & Door Casing.* Should any building be sided with any material other than those permitted sidings listed in paragraph 4.g. (ii), (iii) and (iv), above, then all exterior windows and doors shall have a minimum of 3½ inch, and a maximum of 6 inch, trim boards which case all windows and doors and shall have corner boards with a minimum width of 3½ inches, and a maximum of 6 inches, on each corner of the building.
- j. Front Elevation – Masonry Requirement.* A minimum of twenty percent (20%) of the elevation of all primary residential dwellings and all accessory buildings that face Valley Road shall be faced with masonry (i.e., either natural or cultured stone or brick).

The intent of this paragraph is to require a certain portion of all improvements that you see from Valley Road to be faced with a better-than-average attractive and natural appearance. For purposes of calculating the 20% masonry requirement, the total area of the building that faces Valley Road shall be calculated by excluding the area of the windows, doors, garage doors, and gable ends of that elevation – the remaining area of the building's elevation shall be the total area of which 20% must be faced with masonry.

Provided further, certain architectural details that are faced with masonry shall apply in fulfilling this masonry requirement. That is, details like masonry porch columns or pillars, masonry retaining walls, fireplaces with masonry exposed to the exterior elevation, and other such masonry details, shall be apply toward this 20% requirement.

Provided further, if a primary residential dwelling or accessory building has more than one elevation facing Valley Road, this requirement shall apply to that elevation that mostly faces the road only.

k. *Prohibited Sidings.* No primary residential dwelling nor any accessory building erected on a Lot shall be sided with any other materials such as the following materials, which are prohibited as such are typically inferior and less-than-average in quality and appearance, to-wit:

- i. plywood or any wood sheet panel siding;
- ii. vinyl siding;
- iii. metal siding;
- iv. pressed board, hard board siding or other such inferior grade composite siding;
- v. exposed unfinished cement or concrete block (no more than 30 inches of unfinished concrete for a basement/foundation wall shall be left exposed in its unfinished condition), or
- vi. any other inferior siding.

l. *Roofing Requirements.* All major roof lines of any primary residential dwelling shall be pitched with at least a 6/12 pitch; provided however, the roof pitch of porches, dormers and other ancillary roof lines shall not be less than a 4/12 pitch. All buildings constructed on a Lot shall have a roof of at least eighteen inch (18") overhang. No roof of any other structure erected on a Lot shall be pitched less than a 4/12 pitch. Permitted roofing materials shall not be in any unusual color and are limited to: (i) tile or slate; (ii) asphalt shingles (provided however, if asphalt shingles are used, they shall be the architectural design with the "shake" look and shall be of a quality with at least a 40 year rating, (iii) high quality composite shakes, (iv) real cedar shakes, (v) metal roofing with a baked enamel or high quality coated finish and in an architectural grade with concealed screws/fasteners, or (vi) other such higher-than-average quality roofing material.

m. *Sheathing & Exterior Framing Requirements.* All construction shall be use sheathing (except in types of construction where sheathing is not required, like logs); meeting at least the following minimum requirements: (i) all wall sheathing shall be at least 7/16" plywood, OSB or comparable sheathing product; (ii) all roof sheathing shall be at least 5/8" plywood, OSB or comparable sheathing product; and (iii) all subflooring shall be at least 3/4" plywood, OSB or comparable subflooring product. Additionally, all exterior stud walls shall be framed with studs on at least 16" centers. The purpose of

these requirements is to ensure the quality of the exterior appearance of the buildings shall be long lasting and shall not sag or develop a lower quality appearance because of lesser construction products used for exterior sheathing/framing.

- n. *Fences.* There shall be no chain-link fences, no woven or barbed wire fences (except for the exterior fences of the subdivision for purposes of keeping livestock out), no concrete block fences nor any other unusual type of fence not common to the area on any Lot. All permanent fences to be constructed on a Lot shall be subject to approval by the architectural control committee, as such approval process is set forth herein. Provided however, temporary fences (ie., fencing to temporarily protect trees or vegetation) do not require such approval.
- o. *Use of Accessory Building.* Subject to applicable Sheridan County regulations, nothing contained in these Covenants shall preclude the construction of the one permitted accessory building containing living quarters which do not meet the aforesaid minimum finished floor area requirements for a residential dwelling prior to the construction of the primary residential dwelling so long as such use does not exceed 12 months. Provided further, that upon construction of a primary residential dwelling, nothing herein shall preclude the use of the living quarters in the accessory building thereafter as an accessory used, such as living quarters for domestic employees or as guest quarters, subject again to all applicable Sheridan County regulations governing the same.
- p. *Submission of Proposed Plans to Home Owners Association / Review Process.* Whenever an Owner of a Lot wishes to construct a primary residential dwelling, an accessory building or any permanent improvement/construction, the Owner shall submit to the President of the Home Owners Association [herein "Association"] three (3) full sets of building plans for such proposed construction. Such building plans shall show all exterior elevations of the proposed building(s) and shall designate all the materials and colors to be used for all exterior materials so that the Association has sufficient information to evaluate if the proposal meets the requirements set forth herein. Additionally, the Owner shall submit color samples of all such materials for the Association's review process.

Upon receipt of such plans, the President shall call a special meeting of the Association for the purpose of reviewing the plans and samples submitted as soon as possible, but in no event shall such meeting occur later than twenty (20) calendar days from the date of the President's receipt of the plans and samples. The President shall attempt to circulate the plans and samples to the Lot owners before the meeting if possible. At said meeting, each Owner shall have the opportunity to comment on the plans and discuss the same. At the conclusion of the discussion, the Association shall vote on its approval of the

proposed plans and samples. Each Lot shall be entitled to one vote, pursuant to the terms set forth in the Covenants. The Association shall issue a written statement outlining the result of said vote and whether the Association approved or denied the proposed plans and samples. If denied, the Association shall further provide a written summary of the reasons for such denial and shall provide the same to the Lot owner who proposed the plans within ten (10) days from the date of said meeting.

Those Lot owner(s) who are unable to attend said meeting may give another Lot owner his/her written proxy, as provided hereafter, or may submit a written vote for approval/disapproval of the proposed plans and samples to the President at or before said meeting and that written vote shall be deemed the vote of that Lot owner.

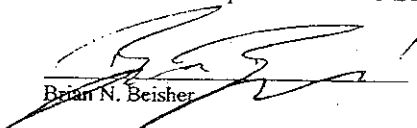
No construction on the proposed building(s) shall commence until it has been approved by the Association.

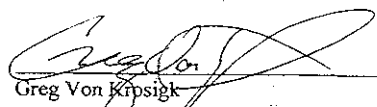
g. Express Intent of Architectural Control and Possibility For Variance.

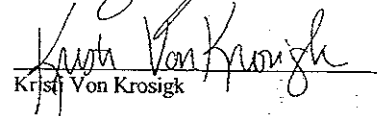
It is the intent of these Covenants to ensure that the homes and accessory buildings constructed within Big Horn Valley Estates are higher-than-average homes in terms of quality, appearance and styling. The Lot owners wish to promote a high quality of construction and appearance for each building to be constructed in the subdivision to protect each other's desired lifestyles and property values.

As further provided hereafter in the Covenants, the Association, in exercising its architectural control of the subdivision, may grant a variance to an Owner, upon the Owner's written request, to allow the primary residential dwelling or accessory building to be constructed, sided or roofed in some material other than those expressly permitted above. The Association acknowledges that there may be a type of construction, siding, roofing or other materials proposed that may be otherwise prohibited herein but because of the overall high quality of construction, appearance and style of the proposed residence or building the Association may desire, as a group, to allow such and grant a variance. The assurance that the intent of the Covenants is protected in this variance process is that 11 of the 13 Lots must vote in favor of the variance for such to be passed, thereby requiring the Owner proposing a variance to gain the acceptance of *at least* 11 of the Lots.

The undersigned execute this Amendment in accord with the Covenants allowing for such amendment upon 11 of the 13 Lots voting in favor of such amendment.

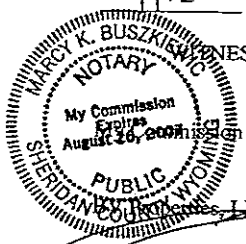

Brian N. Beisher


Greg Von Krosigk


Kristi Von Krosigk

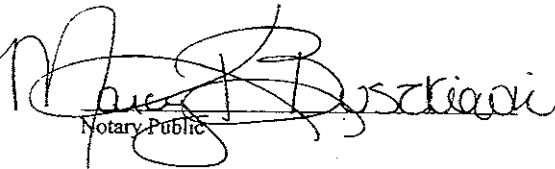
STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

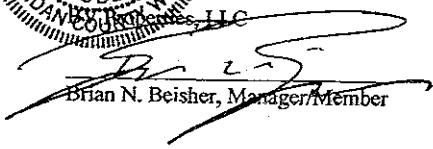
The above and foregoing AMENDMENT TO DECLARATION OF COVENANTS was acknowledged before me by Brian N. Beisher, Greg Von Krosigk and Kristi Von Krosigk on this 11th day of ~~October~~ February, 2004.

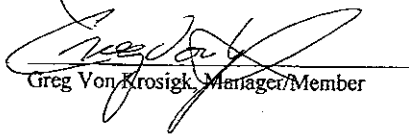


WITNESS my hand and official seal.

My Commission Expires: 8-26-07


Notary Public


Brian N. Beisher, Manager/Member


Greg Von Krosigk, Manager/Member

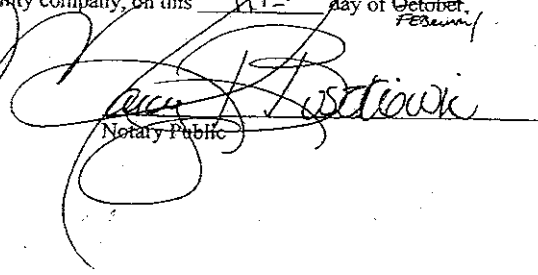
STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The above and foregoing AMENDMENT TO DECLARATION OF COVENANTS was acknowledged before me by Brian N. Beisher and Greg Von Krosigk, Managers and Members of BV Properties, LLC, a Wyoming limited liability company, on this 11th day of ~~October~~ February, 2004.



WITNESS my hand and official seal.

My Commission Expires: 8-26-07


Notary Public

Lot 5:

G. Bryan Ulmer III
G. Bryan Ulmer III

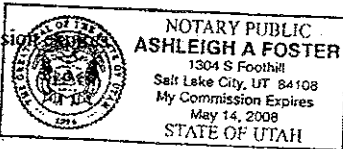
Vonde M Smith
Vonde Smith

STATE OF WYOMING Utah)
COUNTY OF TETON Salt Lake) ss.

The above and foregoing AMENDMENT TO DECLARATION OF COVENANTS was acknowledged before me by G. Bryan Ulmer III and Vonde Smith, husband and wife, on this 19th day of ~~May~~ OCTOBER, 2004.

WITNESS my hand and official seal.

Ashleigh A Foster
Notary Public

My Commission  NOTARY PUBLIC
ASHLEIGH A FOSTER
1304 S Foothill
Salt Lake City, UT 84108
My Commission Expires
May 14, 2008
STATE OF UTAH

Lots 6:

Jeff Wallander

Mirlene Wallander

STATE OF WYOMING)
COUNTY OF SHERIDAN) ss.

The above and foregoing AMENDMENT TO DECLARATION OF COVENANTS was acknowledged before me by Jeff Wallander and Mirlene Wallander, husband and wife, on this _____ day of May, 2004.

WITNESS my hand and official seal.

My Commission expires:

Notary Public

Lots 7:

ESD, LLC

Kerry J. Brayton, Member

STATE OF NEW HAMPSHIRE)
) ss.

ESD, LLC

Kerry J. Brayton
Kerry J. Brayton, Member

STATE OF NEW HAMPSHIRE)

COUNTY OF Hillsborough^{SS}

The above and foregoing AMENDMENT TO DECLARATION OF COVENANTS was acknowledged before me by Kerry J. Brayton, Member of ESD, LLC, a Wyoming limited liability company, on this 11/14 day of October, 2004.

WITNESS my hand and official seal.

My Commission expires:

1/7/09

Judith M. Smith
Notary Public

James E. Allender
James E. Allender

Susanne D. Allender
Susanne D. Allender

STATE OF Maryland) ss.
COUNTY OF Baltimore

The above and foregoing AMENDMENT TO DECLARATION OF COVENANTS was acknowledged before me by James E. Allender and Susanne D. Allender, on this 15 day of October, 2004.

WITNESS my hand and official seal.

My Commission expires: 6/18/07

Carol Campbell
Notary Public

Jeff Wallander
Jeff Wallander

Myrlene Wallander
Myrlene Wallander

Montana)
STATE OF WYOMING)
Yellowstone ss.
COUNTY OF SHERIDAN)

The above and foregoing AMENDMENT TO DECLARATION OF COVENANTS was acknowledged before me by Jeff Wallander and Myrlene Wallander, husband and wife, on this 29th day of October, 2004.

WITNESS my hand and official seal.

My Commission expires: 3-30-08

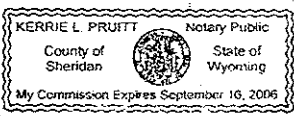
Pamela N. [Signature]
Notary Public



Kenneth D. Clemmens
Kenneth D. Clemmens

Jenny J. Clemmens
Jenny J. Clemmens

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)



The above and foregoing AMENDMENT TO DECLARATION OF COVENANTS was acknowledged before me by Kenneth D. Clemmens, on this 4th day of ~~October~~, 2004.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission expires: 9-16-06

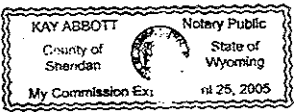
STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The above and foregoing AMENDMENT TO DECLARATION OF COVENANTS was acknowledged before me by Jenny J. Clemmens, on this 5th day of ~~October~~, 2004.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission expires:



Lot 10:

Ken Clemmens

Jennifer Clemmens

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The above and foregoing AMENDMENT TO DECLARATION OF COVENANTS was acknowledged before me by Ken Clemmens and Jennifer Clemmens, husband and wife, on this _____ day of May, 2004.

WITNESS my hand and official seal.

My Commission expires:

Notary Public

Lots 11 and 12:
BV Properties, LLC

Brian N. Beisher, Manager/Member

Greg Von Krosigk, Manager/Member

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The above and foregoing AMENDMENT TO DECLARATION OF COVENANTS was acknowledged before me by Brian N. Beisher and Greg Von Krosigk, Managers and Members of BV Properties, LLC, a Wyoming limited liability company, on this _____ day of May, 2004.

WITNESS my hand and official seal.

My Commission expires:

Notary Public

Lot 13:
Deerwood Log Homes, Inc.

Kelly Cole
Kelly Cole, President

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Have signed
elsewhere
w/in the
document
- Joe

On behalf of Lot 13

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The above and foregoing AMENDMENT TO DECLARATION OF COVENANTS was acknowledged before me by Kelly Coie, President of Deerwood Log Homes, a Wyoming corporation, on this 29th day of ~~May~~^{October}, 2004.

WITNESS my hand and official seal.

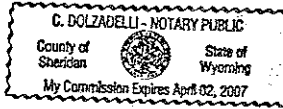
My Commission expires: 8-26-07 *Marcy K. Buszkiewicz*
Notary Public



B. M.
Bill Mortellaro

Debbie Mortellaro
Debbie Mortellaro

STATE OF Wyoming ss.
COUNTY OF Sheridan



The above and foregoing AMENDMENT TO DECLARATION OF COVENANTS was acknowledged before me by Bill Mortellaro and Debbie Mortellaro, husband and wife, on this 2 day of October, 2004.

WITNESS my hand and official seal.

My Commission expires: 4-2-07

C. Dolzadelli
Notary Public

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