

Recording requested by:
Gillette Desert Run Associates, LP
Gillette Desert Run Associates II, LP

When recorded mail to:
Gillette Desert Run Associates, LP
Gillette Desert Run Associates II, LP
P.O. Box 1400
Nampa, ID 83653
Attn: Rico Brazil

Space above this line for recorder's use

RECIPROCAL EASEMENTS
DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS

THIS DECLARATION, made this 10th day of December 2003, by Gillette Desert Run Associates, a Wyoming limited partnership ("Gillette") and Gillette Desert Run Associates II, a Wyoming limited partnership ("Gillette II") (collectively "Declarant"),

WITNESSETH:

WHEREAS, Gillette is the owner of that certain lot of real property legally described in Exhibit "A" hereto (the "Gillette Property") and Gillette II is the owner of that certain lot of real property legally described in Exhibit "B" hereto (the "Gillette II Property"), which lots are contiguous and both being developed with multi-family housing developments (collectively the "Subject Property"); and

WHEREAS, Declarant intends to separately encumber the two lots of the Subject Property, restricting them in accordance with a common plan designed to preserve the value, attractiveness, desirability and quality of the land, for the benefit of its current and future owners and occupants of both lots; and

WHEREAS, Declarant, and each of them, are willing to contribute to certain joint infrastructure development costs and make common amenities in their developments available to the residents of the other in exchange for similar contributions and rights.

NOW, THEREFORE, Declarant declares that the Subject Property will be held, transferred, encumbered, used, sold, conveyed, leased, and occupied, subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of the Subject Property and of each and every person or entity who now or in the future owns any portion or portions of the real property.

1. Each lot of the Subject Property shall be developed and used in such a manner as to enable cross-access between and among the Subject Property at all points of entry for the following purposes: pedestrian and vehicular ingress and egress; shared parking areas; emergency services access; landscaping; walls/fences; recreational, social and management facilities and uses (including, without limitation, pools, community buildings, media centers, laundry facilities, educational facilities and courses, exercise areas, spas, open space, basketball courts, picnic areas and other recreational

- areas), regardless of whether the lots are owned or leased by the same or different persons or entities in whole or in part.
2. Mutual easements appurtenant are hereby created and apply to each Lot of the Subject Property as a burden and benefit to satisfy the need for cross access at all points of entry.
 3. Any buildings or structures constructed on any Lot must comply with the prevailing Wyoming Building Code.
 4. The owner of each lot shall maintain and repair the common improvements and buildings located on that owner's lot, in such a manner as not to limit or impair the mutual non-exclusive uses of the Subject Property as are provided for herein, in compliance with the approved site plans, the Wyoming Building Code and the Gillette Municipal Code.
 5. The cost of maintenance and repair of the common improvements and facilities, utility charges whether or not separately metered and billed (including, without limitation, charges for sewer, water, solid waste collection, gas, electric and telecommunication service), shall be the responsibility of Gillette with respect to any such expenses incurred on the Gillette Property and Gillette II with respect to any such expenses incurred on the Gillette II Property. Each lot owner shall be responsible to pay its own costs and expenses without any contribution for usage by the tenants, owners or occupants of the other lot.
 6. The community buildings and other amenities shall be owned in fee simple by the owner of the underlying lot. Ownership will not limit or impair such mutual non-exclusive uses across lot lines within the Subject Property.
 7. These covenants are to run with the land and will be binding on all parties and all persons claiming under them for a period of 15 years from the date these covenants are recorded. The covenants will be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots in the Subject Property has been recorded, agreeing to change the covenants in whole or in part.
 8. Enforcement will be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. In the event that suit or action is instituted to interpret or enforce this Declaration the prevailing Declaration shall be entitled to recover from the other Declarant reasonable attorney fees, before trial, at trial, and on appeal, in addition to all other recoverable sums.
 9. The provisions of this Statement shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the context so requires, in interpreting this Statement, any gender includes the other gender, the singular includes the plural and the plural includes the singular.
 10. Except as otherwise set forth herein, this Declaration may not be modified, amended or terminated except by the written agreement of both Declarants. Notwithstanding the foregoing, for so long as Wells Fargo Bank, National Association ("Construction Lender"), or any subsequent lender that has a lien on any portion of the Subject Property for financing of the Subject Property provided to Declarant, this Declaration shall not be modified, amended or terminated, and Declarant shall not dedicate or transfer any of the provisions provided for in this Declaration, without the prior written consent of Construction Lender, which consent will not be unreasonably withheld. Each Declarant further agrees to give Construction Lender prompt written notice of any default by any other Declarant under this Declaration at the address set forth in Section 12 below.

11. Successors in Interest. This Declaration shall bind Declarant and Declarants' Successors in Interest.
12. Any notice required by this Declaration shall be deemed to have been given if deposited in first-class, United States mail and addressed as follows.

To Construction Lender:

Wells Fargo Bank, National Association
Real Estate Group, P6101-121
Attention: Joe Delyea
1300 SW 5th Avenue
Portland, OR 97201

IN WITNESS WHEREOF, Declarant has executed this Declaration of Covenants, Conditions and Restrictions on the date first above written.

Gillette Desert Run Associates,
a Wyoming limited partnership

By: Brazil, L.L.C., an Idaho limited
liability company, its general partner

By: [Signature]
Rico Brazil, Member

By: [Signature]
Carole Brazil, Member

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

Gillette Desert Run Associates II,
a Wyoming limited partnership

By: Brazil, L.L.C., an Idaho limited
liability company, its general partner

By: [Signature]
Rico Brazil, Member

By: [Signature]
Carole Brazil, Member

ACKNOWLEDGMENT CERTIFICATE

State of Idaho)
County of Canyon)

On this 10th day of December, 2003, before me, Linda K. Harrison, a notary public, personally appeared Rico Brazil and Carole Brazil, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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Linda K. Harrison
Notary Public

My Commission Expires on: 09/24/2009

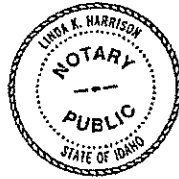


Exhibit A

Lot 2A of the Resubdivision of Lots 1 & 2, of Desert Hills Subdivision, Campbell County, Wyoming, according to the official plat thereof filed for record 28 November 2001 in Book 7 of Plats, page 61 of the records of Campbell County, Wyoming.

Exhibit B

Lot 1C of the Resubdivision of Lots 1 & 2 of the Desert Hills
Subdivision, City of Gillette, County of Campbell, according to the plat
filed thereof 25 June 2003 in Book 7 of Plats, page 182 of the records of
Campbell County, Wyoming.

STATE OF WYOMING } ss.
Campbell County

Filed for record this 19th day of December A.D. 2003 at 3:30 o'clock P. M. and recorded in Book 1934
of Photos on page 670-675 Fees \$ 23.00

Christina Sanders By Christina Sanders 827498
County Clerk and Ex-Officio Register of Deeds Deputy

RECORDED
ABSTRACTED
INDEXED
CHECKED

