

RESTRICTIVE COVENANTS

THIS AGREEMENT made by and between the undersigned owners of lands hereinafter described, on the date last hereinafter mentioned,

WITNESSETH:

WHEREAS the undersigned parties own all of the lots in the First Extension of the Westridge Subdivision plat on file in the County Clerks office at Campbell County, Wyoming, but their ownership of the various lots are separate, divided and distinct as appears of record in the County Clerks Office at Campbell County, Wyoming, except Lots 18, 36 and 37;

AND WHEREAS the said owners desire to create restrictive covenants in addition to those covenants shown on the subdivided plat of the First Extension of the Westridge Subdivision as hereinafter set forth.

NOW THEREFORE, in consideration of the covenants herein made by and among the undersigned parties each to each other and for the benefit of each and all of them, their heirs and assigns, the parties covenant and agree to and with each other to add to the nine (9) restrictive covenants shown on said First Extension of the Westridge Subdivision the following restrictions numbered 11, 12 and 13 which shall be covenants running with the lands hereinafter described, binding the parties signatory hereto and all persons claiming under them and for the benefit of and limiting of all future owners in said subdivision and the parties' heirs, executors, administrators and assigns, to-wit.

11. No mobile home or homes shall be located upon the lands hereinafter described or trailer houses and all buildings constructed on any of said lands shall be built upon footings and foundations of masonry or concrete and shall be constructed of all new materials.

12. No dwelling house upon the lands shall be constructed at a cost of less than \$25,000.00.

13. No livestock shall be harbored or maintained upon any of the premises, such as horses, cattle, sheep, swine or goats, but this restriction does not pertain to small pets such as dogs and cats.

THE LANDS subject to said restrictions are all of the First Extension of the Westridge Subdivision, being lots 17 to 69 inclusive, except Lots 18, 36 and 37.

IN WITNESS WHEREOF the parties have signed their names, binding themselves, their heirs, executors, administrators and assigns this 31st day of <sup>May</sup> ~~NOV~~, 1974.

Robert Glenn Wenger  
Robert E. Spivak  
Jeanne S. Butcher  
W. Burnett  
Darryl S. Decker  
Keith E. Jennings  
W. Hale K...  
Dale Lemons  
Van K. Charnes  
Lloyd H. Wise Comstock

Lois A. Wenger  
Lucille A. Spivak  
Stanley M. Butcher  
Betty Burnett  
Sandra  
Carol A. Decker  
...  
...  
...  
...

STATE OF WYOMING }  
 County of Campbell } SS.

**AFFIDAVIT**

I, Robert Glenn Wenger a/k/a Robert G. Wenger, Original Subdivider of this First Extension of the Westridge Subdivision, at the date of sale of the lots, and as part of the consideration of the purchase price of the lots, presented these restrictive covenants to the buyers for their acceptance. Their signatures of the acceptance of these restrictive covenant appear above, and the foregoing restrictive covenants are binding to the parties signatory hereto, and all persons claiming under them.

Subscribed and sworn to this 31st day of June, 1974.

STATE OF WYOMING }  
 Campbell County } ss.  
 Filed for record this 4th day of June  
 A. D., 1974 at 9:02 o'clock A. M. and re-  
 corded in Book 296 of Photos  
 on page 129 Fees \$ 5.25  
...  
 County Clerk and Ex-Officio Registrar of Deeds  
 By ...  
 Deputy

Robert Glenn Wenger  
 Robert Glenn Wenger a/k/a Robert G. Wenger

seal.  
...  
 Notary Public

RECORDED  
 INDEXED  
 JUN 11 1974  
 CHAS. ...

RESTRICTIVE COVENANTS

APPROVAL BY THE COUNTY:

The undersigned, Robert G. Wenger and Collette L. Wenger, husband and wife, being the fee owners of a portion of the following described property: S&W of Section 33, in Township 50 North, Range 72 West & 6th P.M., Campbell County, Wyoming hereby make the following covenants as to limitations, restrictions and uses to which the lots situated in the said subdivision may be put, hereby specify that said covenants shall constitute covenants to run with all of the land above listed, as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit of and limitation of future owners in said subdivision, or present owners consenting to by their signatures being affixed thereto.

The Campbell County Planning and Zoning Commission herewith recommends the approval of the foregoing plat this 17<sup>th</sup> day of APRIL, 1973.

Chairman Melvin E. Lynch

Secretary Rolene J. Archer

The foregoing plat is hereby approved for filing by the undersigned Board of County Commissioners in and for the County of Campbell, State of Wyoming, on this 3 day of MAY, 1973.

Chairman Eric J. Johnson

Member W. B. Fitch

Member H. M. D. Gibbs

- 1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single or dual family dwelling not to exceed two and one-half stories in height, and a private garage for not more than two cars.
- a) Provided, however, that apartment houses or multiple family dwellings may be constructed in the area adjoining the 4-J Road, so long as it is within 1,000 feet of said 4-J Road.
- b) Provided, further, a business office, or a homestyle business, such as a beauty shop, may be located in a dwelling or attached thereto, without being a violation. No commercial or industrial type business, however, shall be conducted on said premises.
- c) That any tract or lot may also have a barn or structure for the care of livestock, so long as the same is built and maintained in a manner to conform to the other construction on the tract or lot and not depreciate the use or value of the other property in the area.
- No dwelling shall be permitted on any lot at a cost of less than \$10,000. The ground, for area of the main structure exclusive of one story open porches and garages, shall not be less than 1,000 square feet for a one story dwelling.
- No building shall be located on any lot nearer than 20 feet to the front lot line, nor nearer than 10 feet to any side street line.
- a) No building shall be located nearer than five feet to an interior line. No dwelling shall be located on any interior lot nearer than 40 feet to the rear lot lines.
- b) For the purpose of this covenant, the steps, eaves and open porches shall not be considered as a part of a building, provided, however, that they shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.
- No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on a lot having an area of less than 7,000 square feet.
- No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Any livestock, poultry or other animals shall be kept in an area which adequately fenced will keep the same within the owners area, and the premises must be kept in a clean and sanitary condition, so as to not be offensive to adjoining owners.
- No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept clean and sanitary.
- No individual sewage disposal system shall be permitted on any lot, unless such system has been designed, located and constructed in accordance with the requirements, standards and recommendations of the Wyoming Public Health Department. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to the change of said covenants in whole or in part.

372708

State of Wyoming )  
 ) ss  
County of Campbell )

I hereby certify that the above plat was filed for record in my office at 2:22 PM o'clock on this 8<sup>th</sup> day of June, 1973 and recorded in plat book number 8722 on page 116.

24 - 25.00

\_\_\_\_\_  
County Clerk  
by Jeanette Dent



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AND WHEREAS the said owners desire to create restrictive covenants in addition to those covenants shown on the subdivided plat of the First Extension of the Westridge Subdivision as hereinafter set forth.

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Robert Glenn Wenger

Rosalie E. Spencer

Juanita S. Butcher

W. Burnett

Larry S. Deedor

John M. Linn

Beth E. Jensen

M. Hale Krensch

Dale Jensen

May L. Chance

Ray D. W. Conrack

Luella L. Hanger

Gene A. Spiker

Stanley M. Butcher

Betty Burnett

Senaga

Cutie R. Larson

WIVES

Brunette Ann Jensen

Richard L. Chance

Russell L. W. Conrack

STATE OF WYOMING }  
County of Campbell } SS.

AFFIDAVIT

I, Robert Glenn Wenger a/k/a Robert G. Wenger, Original Subdivider of this First Extension of the Westridge Subdivision, at the date of sale of the lots, and as part of the consideration of the purchase price of the lots, presented these restrictive covenants to the buyers for their acceptance. Their signatures of the acceptance of these restrictive covenant appear above, and the foregoing restrictive covenants are binding to the parties signatory hereto, and all persons claiming under them.

Subscribed and sworn to this 4th day of June, 1974.

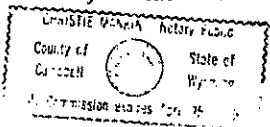
STATE OF WYOMING }  
Campbell County } ss.

Robert Glenn Wenger  
Robert Glenn Wenger a/k/a Robert G. Wenger

Filed for record this 4th day of June  
A. D., 19 74 at 9:02 o'clock A. M. and re-  
corded in Book 296 of Photos  
on page 100 Fees \$ 5.25  
Gronnell Hayden  
County Clerk and Ex-Officio Register of Deeds  
By Janet  
Deputy

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

Christa Menden  
Notary Public



Book 702 of Photos, Page 85  
DECLARATION

OF

534879

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by DARRELL R. COULTER & CO., Developer, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Gillette, County of Campbell, State of Wyoming, which is more particularly described as:

The resubdivision of Lot 3 of Block 5, Westover Hills Subdivision, Phase I, excluding Lots 5 and 8 of Block 5D.

AND WHEREAS, in order to establish a general plan for the improvement and development of the Properties, Declarant desires to subject the Properties to certain conditions, covenants and restrictions, upon the subject to which all of the Properties shall be held, improved and conveyed.

AND WHEREAS, Declarant will convey the said properties, subject to certain protection covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1: The term "Association" shall mean and refer

to GEORGIA CIRCLE HOMEOWNER'S ASSOCIATION, INC., a non-profit corporation, its successors and assigns.

Section 2: The term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: The term "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4: The term "Lot" shall mean and refer to any of the building sites on which there is or will be constructed residential units, individually and separately owned.

Section 5: The term "covenants" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens, and charges imposed by or expressed in this Declaration.

Section 6: The term "Board of Directors" or "Board" as used herein, shall mean and refer to the duly elected Board of Directors of the Association.

## ARTICLE II

### NATURE AND PURPOSE OF COVENANTS

The covenants, conditions and restrictions set forth in this Declaration constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability and attractiveness of the lots and private access easements for the benefit of all Owners of lots therein. These covenants, restrictions, and conditions are imposed upon Declarant and upon the Owners of all lots. Said covenants, conditions and restrictions are for the benefit of all lots, and shall bind the Owners of all such lots. Such covenants, conditions and restrictions shall be a burden upon and a benefit to not only the original Owner of each lot but also his successors and assigns. All such

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covenants, conditions and restrictions are intended as and  
are hereby declared to be covenants running with the land or  
equitable servitudes upon the land, as the case may be.

### ARTICLE III

#### USE OF RESIDENTIAL LOTS AND COMMON AREA

Section 1, USF: Each Lot within the Properties, shall  
be improved, used and occupied only for residential pur-  
poses.

Section 3, COMMERCIAL USE: No part of the properties  
shall ever be used or caused to be used for any business,  
commercial, manufacturing, mercantile, storing, vending, or  
such other non-residential purposes, except Declarant, its  
successors or assigns, may use the Properties for a model  
home site, and display and sales office during the con-  
struction and sales period.

Section 3, SIGNS: Signs shall not be permitted other  
than a "For Sale" sign not to exceed 18" by 24" in size and  
posted in accordance with local laws and regulations.

Section 4, OTHER STRUCTURES: No structure of a tem-  
porary character, trailer, basement, tent, shack, garage,  
barn or other out-building shall be used on any lot at any  
time as a residence, either temporarily or permanently. No  
trailer, camper, boat, truck larger than a three quarter  
(3/4) ton pick up, or similar equipment shall be permitted  
to remain upon any property within the Properties, unless  
placed or maintained within an enclosed garage except as  
detailed hereinafter.

Section 5, Drilling: No oil drilling, oil development  
oil refining, quarrying, or mining operations of any kind  
shall be permitted upon or in any lot, nor shall oil wells,  
tanks, tunnels, or mineral excavations or shafts be permitted  
upon the surface of any lot or within five hundred (500)  
feet below the surface of the Properties. No derrick or  
other structure designed for use in boring for water, oil or  
natural gas shall be erected, maintained or permitted upon  
any lot.



Section 6, TRASH COLLECTION: All rubbish, trash and garbage shall be regularly removed from the Properties, and shall not be allowed to accumulate thereon. All clothes lines, refuse containers, woodpiles, storage areas and machinery and equipment shall be prohibited upon any lot, unless obscured from view of adjoining lots and streets by a fence or appropriate screen.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment: Every Owner shall have a right and easement of enjoyment in and to the private access road which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a) The right of the Association to suspend the voting rights and right to use of the private access road by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (b) Easements and rights of access for utility lines as shown on the plat of Westover Hills.
- (c) The Association's Board of Directors retains full responsibility and authority over all private access roads.
- (d) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the private access road.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every Owner of a Lot which is subject to assessment shall be member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

Section 2: The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one

(1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot;

Class B: The Class B members(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B members;

(b) On December 31, 1983.

#### ARTICLE VI

#### DECLARATION FOR STREET MAINTENANCE

Section 1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2 Purpose Of Assessments. The assessments levied by the Association shall be used exclusively to maintain the private access roads for the health, safety, and welfare of the residents in the Properties.

Section 3. Maximum Annual Assessments. The maximum annual assessment shall be \$100.00 for each lot.

(a) From and after January 1 of the year immediately following the conveyance by Declarant of the first Lot to an Owner, the annual assessment may be increased, effective January 1 of each year, without a vote of the membership to an amount not to exceed 105% of the annual assessment for the year preceding the effective date of the increase. Said increase shall not be cumulative.

(b) From and after January 1 of the year immediately following the conveyance by Declarant of the first Lot to an Owner, the annual assessment may be increased above the amount provided for in paragraph (a) above by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) The Board of Directors may lower the annual assessments according to the need or desires of the membership only by a two-thirds (2/3) vote.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessments authorized above, the assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, private access road, provided that any such assessment shall be approved by vote or written assent of two-thirds (2/3) of the votes of each class of members.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any action authorized under Section 3 or 4 of this Article shall be given to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast ten (10) percent of all the votes of each class of

membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the same as the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Special Assessments.

Special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:

Due Dates: The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

The board of directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot have been paid.

Section 9. Effect of Non-Payment of Assessments, Remedies of Association.

a. Delinquency. Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in the sum to be determined by the Association, but not to exceed \$2.50 per each delinquent assessment, plus interest at the rate of ten percent (10%) per annum on such assessment.

b. Creation of Lien. The amount of all delinquent

regular and special assessments plus interest thereon and any expenses reasonably incurred in collecting and/or enforcing such assessments, including reasonable attorney's fees, shall be and become a lien upon the lot so assessed, which shall attach to the lot as of the time the Association causes to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment Lien, which shall state:

- i. the amount of the delinquent assessment and such related charges as may be authorized by this Declaration;
- ii. the name of the Owner of record or reputed Owner of the lot;
- iii. a description of the lot against which the lien has been assessed.

The Notice shall be signed by two officers of the Association. The assessment lien shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the lot after the recordation of the Notice of Assessment Lien until the completion of the enforcement of the lien or the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith. No proceeding or action shall be instituted to foreclose the lien until notice of intention to proceed to foreclose the lien has been delivered by the Association to the Owner of the lot affected by the lien at least thirty (30) days prior to the commencement of any such action or proceeding. The assessment lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive but shall be in addition to any other rights or remedies which the Owners of the association may have by law or otherwise. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage and convey such lot upon its purchase. Upon payment of the full amount secured by an assessment lien, including all authorized charges in accord-

ance with the foregoing, or upon any other satisfaction duly made in connection therewith, the Association shall cause to be recorded a notice setting forth the fact of such payment and/or satisfaction and of the release of the assessment lien. Any assessment lien as to any lot shall at all times be subject and subordinate to any mortgage or deed or trust on the lot which is created in good faith and for value and which is recorded prior to the date of recordation of the assessment lien. In the event any assessment lien is destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a lot, the interest in the lot of the purchaser at the foreclosure sale may be subjected to a lien to secure assessments levied on the lot in the same manner as provided above in this Article.

c. Curing of Default. Upon the timely curing of any default for which a notice of claims or lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment of the defaulting Owner, of a fee to be determined by the Association, but not to exceed Fifteen Dollars (\$15.00) to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees, as shall have been incurred.

d. Cumulative Remedies. The assessments lien and the rights to judicial foreclosure thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

e. Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor any lien created hereby, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, condition and restrictions shall be binding upon and effective against any

Owner whose title is deprived through foreclosure or trustee's sale, or otherwise.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Notification and Rights of the Holder of a Mortgage.

(a) Upon receipt of written notification to the Association of the existence of a mortgage on any Lot by the holder thereof, the Association shall notify such holder of a mortgage, at the least known address of the holder, of any default by the Owner of such Lot in the performance of the owner's obligations hereunder which is not cured within thirty (30) days.

(b) Unless all holders of mortgage liens on individual units have given their prior written approval, the association shall not be entitled to:

1. change the pro rate interest or obligation of any net for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the project;
2. partition or subdivide any unit or the common elements of the project.

ARTICLE VII

MANAGEMENT

1. All powers relating to management, operation and maintenance of the private access road, as well as certain rights, duties and powers relating to the lots, as hereinafter set forth, shall be vested in the Association.

2. The specific and primary purposes and powers of the Association are to own, manage and maintain the private access road, and the enforcement of the provisions set forth in this Declaration of Covenants, Conditions and Restrictions, and the Association Articles and By-Laws.

3. The Association shall have the right and power to employ or engage a manager and other employees or agents and contract for such services, labor and materials as it may deem reasonably necessary to maintain the private access road and the improvements thereon and to discharge its other duties as herein provided. Any manager, agent or employee selected prior to the first annual election shall be employed to manage or work only until the first annual election, after initial organization, at which time the continuance of the same or the selection of a new manager or agent shall be determined by the Board of Directors elected at the first annual election. All contracts of the Association shall be limited in duration for a period of not more than one (1) year unless they contain reasonable cancellation provisions or have been approved by a vote of a majority of each class of members of the Association.

4. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

a) Pay the taxes and assessments which are or could become a lien on the private access road or some portion thereof.

b) Maintain and keep in force a policy of comprehensive public liability insurance insuring the Association against any liability arising out of the ownership, use, or maintenance of the private access roads.

5. The Association may do any and all other acts and things that a nonprofit corporation is empowered to do, which may be necessary, convenient or desirable in the administration of its affairs for the specific and primary purposes and meet its duties as herein set forth.



6. The Association, through its Board of Directors, shall have the authority to delegate its powers to committees, officers of the Association or its employees.

ARTICLE VIII

TITLE TO PRIVATE ACCESS ROAD

The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the private access road to the Association, prior to the conveyance of the first lot in the Properties.

ARTICLE IX

EASEMENTS

1. This Declaration of Covenants, Conditions and Restrictions shall be subject to all easements heretofore or hereafter granted by the declarant or its successors and assigns for the installation and maintenance of utilities and drainage facilities that are reasonably necessary to the development of the Properties.

2. Easements through the Properties for installation and maintenance of utilities and drainage facilities are reserved as shown on the Lot map of the Properties. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of these facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

3. Easements over lots that are required in order that the Association may carry out its duties and powers as set forth in Article VII hereof are reserved by Declarant, its successors and assigns, for the benefit of the Association.

4. The rights and duties of the Owners of the lots within the Properties with respect to sanitary sewer and water, electricity, gas and telephone and CATV lines and drainage facilities shall be governed by the following:

- a) Wherever sanitary sewer house connections

and/or water house connections or electricity, gas, or telephone and CATV lines or drainage facilities are installed within the Properties, which connections, lines or facilities, or any portion thereof, lie in or upon owned by other than the Owner of a lot served by said connections, lines or facilities, the Owner of each lot served by said connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon the lots or to have utility companies enter upon the lots within the Properties in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer house connections and/or water house connections or electricity, gas or telephone and CATV lines or drainage facilities are installed within the Properties, which connections serve more than one lot, the Owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

5. Each lot and its Owner within the Properties is hereby declared to have an easement, and the same is hereby granted by Declarant over all adjoining lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. In the event a structure on any lot is partially or totally destroyed, and then repaired or rebuilt, the Owner of each lot agree that minor encroachments over adjoining lots shall be permitted as there shall be easements for the maintenance of said encroachments so long as they shall exist. Each of the easements hereinabove re-

ferred to shall be deemed to be established upon the re-  
cordation of this Declaration and shall be appurtenant to  
the lot being serviced and shall pass with each conveyance  
of said lot.

6. Each lot and its Owner within the Properties is  
hereby declared to have an easement and right of ingress and  
egress over the adjoining lot for the purpose of providing  
access to the mailbox in the event that the mailbox for any  
particular lot is located on the adjoining lot. This ease-  
ment of ingress and egress shall not be exercised so as to  
unreasonably interfere with the adjoining lot Owner in the  
use of his lot.

7. The following provisions apply to the Properties,  
and none may be amended without the consent of at least  
two-thirds (2/3) of the first mortgagees:

a) Consent of Lenders Required. Unless two-thirds  
(2/3) of the institutional holders of first mortgages within  
the Properties have given their prior approval, the Association  
shall not be entitled to:

i. by act or omission seek to abandon,  
alienate, release, partition, hypothecate, subdivide, encumber,  
sell, or transfer any private access road, directly or  
indirectly, by the Association for the benefit of the  
Residential Units; provided, however, the granting of ease-  
ments for public utilities or for other public purposes  
consistent with the intended use of such private access  
roads shall not be deemed a transfer within the meaning of  
this cause:

ii. change the method of determining the  
obligations, assessments, dues, or other charges which may  
be levied against an owner;

iii. by act or omission change, waive, or  
abandon the system of regulations and enforcements es-  
tablished in this Declaration.

b. Payment of Taxes. First mortgagees of  
residential units may, jointly or singly, pay taxes or

other charges which are in default and which may or have become a charge against any private access road. First mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

c. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any owner or any other party priority over any rights of the first mortgagee of a residential unit pursuant to its mortgage in the case of a distribution to such owner of insurance proceeds or condemnation awards for losses to or a taking of the private access road.

d. Notice to Mortgagee. Notwithstanding anything contained herein which might otherwise be construed to the contrary, a first mortgagee, upon request designating such unit, will be entitled, to written notification from the Association of any default in the performance by any owner of a residential unit in which such mortgagee has an interest of any obligation under this Declaration, the By-Laws, or the Articles of Incorporation which is not cured within sixty (60) days.

e. Management Agreement Limitations. Notwithstanding anything contained herein which might otherwise be construed to the contrary, any agreement for professional management of the development, or any other agreement providing for services by the Declarant, may not exceed one year (1) and must provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or fewer written notice.

#### ARTICLE X

#### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the home upon the Properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the Provisions of this Article, the general rules of law regarding party walls and liability

for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose an arbitrator; and such arbitrator shall choose one arbitrator; and conduct the arbitration pursuant to the Uniform Arbitration Act, Wyoming Statutes 1977 Section 1-36-101 to 1-36-119.

#### ARTICLE XI

##### BREACH

1. Breach of any of the covenants contained in this Declaration and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Owner, by the Association or the successors in interest of the Association.

2. The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a

nuisance, and every remedy allowed by law or equity applicable against every such result and may be exercised by any Owner, by the Association or its successors in interest.

3. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative and none of such remedies shall be deemed exclusive.

4. The failure of the Association to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

5. A breach of the covenants contained in this Declaration shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any lot to the improvements thereon, provided, however, that any subsequent Owner of such property shall be bound by said covenants, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

#### ARTICLE XII

##### NOTICES

In each instance in which notice is to be given to the Owner of a lot, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice to one or two or more co-owners of a lot, to any general partner of a partnership owning such a lot, shall be deemed delivered to all of the co-owners or to the partnership, as the case may be, and personal delivery of the notice to any officer or agent for the service of process of a corporation owning such lot shall be deemed delivery to the corporation or such notice may be delivered by United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Owner of such lot at the most recent address furnished by such Owner in writing for the purpose of giving notice or if no such address shall have been furnished, then to the street address of such lot, and any notice so deposited in the mail within Campbell

County, Wyoming, shall be deemed delivered forty-eight (48) hours after such deposit. Any notice to be given to the Association may be delivered personally to any member of the Board, or delivered in such other manner as may be authorized by the Association. Any notice to be given to the Association shall be delivered by the United States mail, certified or registered, postage prepaid, return receipt requested, and any notice so deposited in the mail within Campbell County, Wyoming, shall be deemed delivered forty-eight (48) hours after such deposit.

#### ARTICLE XIII

Declarant hereby grants to the City of Gillette, easements over the private access road for the following purposes: installation and maintenance of public utility lines and facilities, and access for emergency and other vehicles associated with the various governmental services which will be furnished to the Properties by the City of Gillette.

#### ARTICLE XIV

##### CONFLICTS

In case of any conflict between this Declaration and the Articles of Incorporation or By-Laws of the Association, this Declaration shall control.

#### ARTICLE XV

##### GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

Section 2. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty five (25) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty five (25) year period by an instrument signed by not less than ninety (90) per cent of the Lot Owners, and there-

