

489794

PROTECTIVE COVENANTS FOR COMMERCIAL
AND MULTI-FAMILY ZONED LOTS IN
WESTOVER HILLS SUBDIVISION, PHASE I

KNOW ALL MEN BY THESE PRESENTS: That the undersigned WYORCO, a Wyoming joint venture, the owner of Westover Hills Subdivision, Phase I, does hereby declare that said property as described in Exhibit "A" attached hereto shall be subject to the following covenants, conditions, and restrictions which shall run with the land and be for the benefit thereof, to-wit:

ARTICLE I

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectoral and Landscape Control Committee.

An Architectural and Landscape Control Committee is hereby established. It shall consist of three members, and shall initially be composed of Dale Fullerton, Darryl Lynde, and Al Paulson. A majority of the Committee may designate a representative to act for it. In case of the death or resignation of any member(s) of the Committee the remaining member(s) shall have full authority to designate a successor(s). Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed by such member. In the event that the deaths or resignations of all members of the Committee shall occur without successors having been appointed, the owners shall have full power to designate successors. The Committee's approval or disapproval as required herein shall be in writing. However, the membership of the Committee after three years from the date of the first sale or when thirty percent (30%) of the lots are sold, whichever comes first, shall be composed of two (2) members of WYORCO and one (1) member from the individual lot owners with selection being

made by an annual vote of all then lot owners. After seventy-five percent (75%) of the lots are sold then the Committee shall be composed of two (2) members from the individual lot owners and one (1) member from WYORCO. WYORCO, as developers, shall be entitled to participate as one (1) member of the Committee so long as it owns one or more lots.

Section 2. Uses Prohibited Without the Consent of Committee. Unless the Committee has consented in writing, no parts of said property shall be used in any of the following ways:

(a) As a parking or storage place on a permanent basis for trailers, truck campers, boat trailers, snowmobiles, or other off-road vehicles.

(b) As a place to raise domestic animals of any kind except for a reasonable number of household pets, which are not kept, bred, or raised for commercial purposes and are not a nuisance to other owners.

(c) As a place to burn trash, cuttings, or other items with the exception of barbecue fires.

(d) For a second dwelling in the nature of guest houses. However, when same ownership and occupied by either employees or relatives of owner, such may be approved by the Committee.

(e) For fencing except as approved by the Committee.

Section 3. The Committee may make rules and regulations of general applicability governing the extent to which any of the foregoing may be permitted, unless 50 percent of the owners disagree in writing within 10 days of receiving notice of the proposed rules. However, nothing contained herein notwithstanding the function of the Committee is to protect and enhance the architectural integrity of the subdivision and no rules or regulations shall be enforceable

which unduly restrict the lot owner from constructing a residence within the bounds of said architectural integrity.

Section 4. A vote of 50 percent of the lot owners within the subdivision can adopt, amend, or repeal such rules.

Section 5. Building Location and Easements.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than twenty-five (25) feet to any side street line, except that on all lots abutting collector and arterial streets no building shall be located nearer than twenty-five (25) feet respectively to the street property lines of said streets.

(b) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

(c) In no event shall a building be placed upon a lot in violation of the then existing setback requirements of the City of Gillette in existence at the time of construction.

(d) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet of each lot. 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 utilities 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. The easement area of each lot and all improvements

in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 6. Architectural and Landscape Control Committee Consent. In all cases in which Architectural Control Committee consent is required the following provisions shall apply:

a) Material Required to be Submitted. Where consent must be acquired by lot owners or any association of owners from the Architectural and Landscape Control Committee, plot plan, plans, specifications, and other material the Committee determines to be necessary to enable it to evaluate the proposal must be submitted at least 30 days in advance of the occurrence which requires consent..

b) Architectural and Landscape Control Committee Discretion and Guidelines. The Architectural Control Committee may at its discretion withhold consent with respect to any proposal if the Committee finds the proposal would be inappropriate for the particular lot or incompatible with the neighboring property within Westover Hills. Considerations such as color, design, view, effect on other lots, disturbance of existing terrain and vegetation and any other factor of which the Architectural Control Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to any proposal.

c) Failure to Act. In the event the Architectural Control Committee fails to render its decision with respect to any proposed work within the 30 days granted it in Section 5(a) the Committee shall conclusively be deemed to have consented to the proposal.

(d) Effective Period of Consent. Architectural Control Committee consent shall be revoked one year after issuance unless the work has been commenced or the owner has applied for and received an extension of time for the Architectural Control Committee.

Section 7. Party Walls;

- a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes 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.
- b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.
- c) 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.
- d) 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.
- e) 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.
- f) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this

Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE II

RESTRICTION ON USE OF PROPERTY

Section 1. Use and Occupancy of Private Areas. Each owner shall be entitled to the exclusive use and benefit of each lot owned by him, except as otherwise expressly provided herein.

Section 2. Construction and Alterations of Improvements in Private Areas. No person, association, or owner shall construct or reconstruct any improvement on any lot, make any change in any lot, whether by excavation, fill, alteration or existing drainage, or the cutting or removal of vegetation, shrubs, or trees, install a utility, outside antenna, or other outside wire on a lot unless such person, association, or owner has first obtained the consent thereto of the Architectural Control Committee.

Section 3. Maintenance of Lots. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard.

Section 4. Type of Residence. Nothing other than original construction may be constructed on any lot. No mobile home or trailer or other portable unit may be used as a residence.

Section 5. Temporary Structures. Temporary structures which have been approved by the Architectural Control Committee shall be permitted on a lot during the period of construction of a dwelling house, however, any such temporary structure shall be removed within 30 days after completion of the dwelling house or one year after the date upon which the temporary structure was erected, whichever occurs first. Persons may reside on a lot during construction only in those approved structures.

Section 6. Appearance. All garbage, trash, cuttings, refuse, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view from neighboring lots and common areas in a manner approved by the Architectural Control Committee.

Section 7. Signs. No signs shall be placed or kept on a lot other than a sign 10"x24" of natural wood material with black lettering stating the name of the occupant and/or the lot, if any, and the address. Only signs approved by the Committee shall be used to advertise a unit for sale.

Section 8. Utilities. No above-ground utilities, or open ditches, pipes, or wires shall be used to connect improvements with supplying facilities.

Section 9. Restrictions. Unless the Committee has consented in writing to a variation, the following restrictions apply:

a) All driveways must be composed of concrete, or asphalt. Only one driveway shall be permitted per lot except circular driveways will be permitted where practical.

b) All landowners must comply with the laws and regulations of the State of Wyoming, County of Campbell, and any municipality, applicable to fire protection, building constructions, water sanitation, and public health.

c) No more than 12 months construction time shall elapse for the completion of a permanent dwelling.

d) No motorized vehicles other than automobiles may be operated on the property in the project.

e) No firearms shall be discharged upon the property.

ARTICLE III

GENERAL PROVISION

Section 1. Term. The 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 change said covenants in whole or in part.

Section 2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages and may be brought by any property owner in the subdivision.

Section 3. Severability. Invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

DATED this 17th day of December, 1980.

WYORCO, a Wyoming joint venture

by James Tweedt
JAMES TWEEDT

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing instrument was acknowledged to before me this 17th day of December, 1980.
WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

MULTI-FAMILY LOTS IN
WESTOVER HILLS SUBDIVISION,
PHASE I

R-2 Lots

BLOCK 10: Lots 1 to 6, inc.
BLOCK 11: Lot 1

R-3 Lots

BLOCK 6: Lots 1 to 8, inc.
BLOCK 7: Lots 1 to 5, inc.
BLOCK 8: Lots 1 to 4, inc.

R-4 Lots

BLOCK 5: Lots 1, 2 and 3

STATE OF WYOMING } ss.
Campbell County

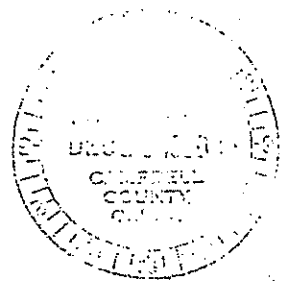
Filed for record this 15th day of December A. D., 180 at 9:42 o'clock A. M. and recorded in Book 536
of Photos on page 34 Fees \$ 20.25

Clarence E. Addison
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED ✓

By Johnnie M. Nelson
Deputy

485784



501695

DISCLOSURE STATEMENT Book 574 of Photos, Page 504

ON HAZARDS ASSOCIATED WITH THE
RESUBDIVISION OF LOTS 1 AND 2, BLOCK 5,
WESTOVER HILLS SUBDIVISION TO THE
CITY OF GILLETTE, WYOMING

A portion of the land within this Resubdivision has been identified as containing soils which may be hazardous for construction of structures. Special procedures are required for construction on these lots. Further information can be obtained from the report from Cooper-Clark and Associates, dated July 21, 1981 which is on file here and at the City of Gillette Engineering and Building Inspection Office.

This Disclosure Statement prepared by Michael G. McDill this 24th day of July, 1981.

Michael G. McDill
Michael G. McDill
Wyoming PE No. 2672

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Michael G. McDill, this 24 day of July, 1981.

Witness my hand and official seal.



Bonnie L. McDill
Notary Public

My Commission expires: 8-3-83

STATE OF WYOMING | ss.
Campbell County |

Filed for record this 17th day of Sept. A. D. 1981 at 10:22 o'clock a. M. and recorded in Book 574
of Photos on page 504 Fees 4.00

Virvan E. Addison
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Wendy Beck
Deputy

501695

505102

WESTOVER HILLS DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made by WYORCO, a joint venture,
having an interest in the following described property (Declarant).

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in
the City of Gillette, State of Wyoming, which is more particu-
larly described as

Lots 1-43, Block 5A, and Lots 1-17, Block 5B, of the
Resubdivision of Lots 1 and 2, of Block 5, Westover Hills
Subdivision, Phase I, City of Gillette, County of Campbell
State of Wyoming, according to the official resubdivision
plat thereof recorded 4th September, 1981 in Book 3 of
Plats, page 131, of the records of Campbell County, Wyoming.

NOW THEREFORE, Declarant declares that all of the
Properties 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 desira-
bility of, and which shall run with, the real property and be
binding on all parties having any right, title or interest
in the Properties or any part thereof, their heirs, successors
and assigns, and shall inure to the benefit of each owner
thereof.

ARTICLE 1

DEFINITIONS

Section 1. "Owner" means 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 2. "Properties" means that certain real property
described in Exhibit A.

Section 3. "Lots" means any plot of land shown upon any
recorded subdivision map of the Properties.

Section 4. "Declarant" means WYORCO, their successors and
assigns if such successors or assigns should acquire more than
one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

EXTERIOR MAINTENANCE

Each individual Owner shall be obligated to provide exterior maintenance of his own Lot. If an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the committee, the committee by a vote of at least two-thirds, shall have the right to enforce by injunctive or other legal remedy the obligation of any Owner under this article to enter upon the parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall become a debt of the Owner of the lot.

ARTICLE III

USE RESTRICTIONS

Section 1. Enjoyment of Property. The Owners shall use their respective properties to their enjoyment in such a manner so as not to offend or detract from other Owners' enjoyment of their own respective properties.

Section 2. In Derogation of Law. No Owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the state of Wyoming, city of Gillette, Campbell county or other applicable governmental body.

Section 3. Pets. Owners shall observe and obey all laws applicable to the residents of Campbell county pertaining to care, control and husbandry of animals and pets.

Section 4. Commercial Activity. There shall be no commercial activity by the Owners.

Section 5. Temporary Structures. No structure of a temporary character, such as a trailer or a shack or other outbuildings shall be used on any Lot at any time as a residence.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any properties, nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the state of Wyoming.

Section 7. Livestock and Poultry. No animals or livestock or poultry or any kind shall be raised, bred or kept on any Lot except that dogs, cats, or other household pets may be kept according to the provisions of Section 3 hereof.

Section 8. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in a sanitary container. Every Owner, occupant or tenant shall have weekly garbage and refuse removal, as provided by the city of Gillette.

Section 9. Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot, unless prior approval is obtained from the architectural committee and the local health authority.

Section 10. Oil and Mining Operations. No Oil Drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

Section 11. Water Supply. No individual water supply system shall be permitted on any Lot, unless prior approval for such system is obtained from the architectural committee and all such construction must be in accordance with the rules and regulations of the City of Gillette.

Section 12. Windows and Openings. No windows or opening, to include vents, shall open unto the property or another where a zero lot line wall exists.

Section 13. Distance Between Buildings and Setbacks.

All building set backs will comply with city of Gillette regulations and/or ordinances. Front yard, rear yard and side yard shall not be in derogation of city of Gillette standards and practices for developments of this type.

Section 14. Automobile Repair and Maintenance. There

shall be no major overhaul or repair work performed on automobiles or other vhehicles unless done so in specifically allotted areas such as the community work shop. Any automobile or other vehicle deemed to be inoperative condition in excess of three days and which causes an undesirable effect on the area may be removed by action of the architectural committee.

Section 15. Signs. No signs of any kind nor for any uses,

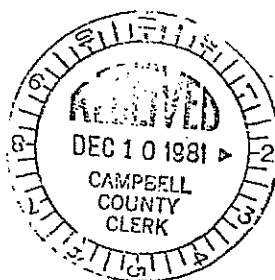
except public notice by a political division of the state, or as required by law, shall be erected, posted, painted or displayed on any building site or portion of this subdivision whatsoever, except any building may erect and display signs during the period he is building and selling property in said subdivision, and any Owner wishing to sell or rent his home may place one sign; not larger than 1200 square inches, advertising the property for rent or sale.

Section 16. There is reserved to the Declarant and

the architectural committee, their agents and servants, an easement in gross over each and every Lot in the subdivision (all of which Lots shall constitute the servient tenement) for entry and access at reasonable time and places for the performance generally of their rights and duties as provided in this declaration.

Declaration

-4-



ARTICLE IV

PRESERVATION OF VIEW RIGHTS

The architectural committee shall have the responsibility of determining whether trees or other vegetation on the premises of any Lot unreasonably interferes with the view of other residences of this subdivision. In any case in which the architectural committee shall determine that there is such interference, it shall send a notice in writing to the Owner involved. The notice shall set forth the extent of which the tree or other vegetation shall be pruned or removed. If within 30 days after receipt of such notice the Owner has not caused the trees or other vegetation to be pruned or removed to the extent required by the architectural committee, it may by a vote of at least two-thirds, enforce by injunctive or other legal remedy the obligation of the Owner under this article.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three or more representatives appointed by the Declarant. If the committee fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with. The committee shall be self-perpetuating and any vacancy may be filled by the remaining committee member or members.

Section 2. The following provisions must also be adhered to:

a. Only earth-tone colors will be approved by the declarants, this will include; roof, siding, trim, decks, etc. The color approval or disapproval will be at the sole discretion of the declarants. Exterior paint schemes must be submitted at the time plans are reviewed by the architectural committee.

b. Landscaping is of the utmost importance to the declarants. Each front and side yard exposed to a public street must be sodded and landscaped. All rear and side yards not exposed to a public street must, as a minimum, be seeded by broadcasting and maintained. These items are the responsibility of the building contractor that originally constructs the housing units. The declarants will not accept the passing of this responsibility to the home buyer.

c. There must be one (1), 8 foot minimum, tree that is acclimated to the Gillette area, planted for each dwelling unit that is constructed.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The architectural committee or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, obligations and reservations, now or hereafter imposed by the provisions of this Declaration. Failure by the architectural committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 20 year period by an instrument signed by not less than 90% of the Lot Owners, and thereafter by an instrument signed by not less than 75% of the Lot Owner. Any amendment must be recorded.

DATED this 4th day of December, 1981.

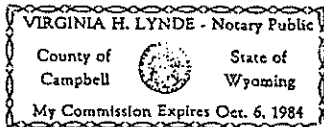
WYORCO

by: *Dale A. Fullerton*
Dale A. Fullerton, General Partner

STATE OF WYOMING

COUNTY OF CAMPBELL

The foregoing instrument was acknowledged before me by DALE A FULLERTON, General Partner for WYORCO, this 4th day of December, 1981



Virginia H. Lynde
NOTARY PUBLIC

STATE OF WYOMING

Campbell County

Filed for record this 10th day of Dec. A. D., 19 81 at 2:14 o'clock PM. and recorded in Book 586 of Photos on page 489 Fees \$ 16.00

Virgil E. Addison
County Clerk x-Officio Registrar of Deeds

RECORDED
ABSTRACTED
INDEXED

By *Christine D. [Signature]*
Deputy

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Pacesetter Homes, Inc., a Wyoming Corporation, 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:

See attached Exhibit "A".

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 and subject to which all of the Properties shall be held, improved, and conveyed.

AND WHEREAS, Declarant will convey the said properties, subject to certain protective 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 inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. The term "Association" shall mean and refer to Chaparral Ridge Homeowners Association, Inc., a Wyoming 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 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area is more particularly described as follows: Lot 17C of Block 5B and Lot 22D of Block 5A.

Section 5. The term "Lot" shall mean and refer to any of the building sites (which except the Common Area) on which there is or will be constructed a single family townhouse, individually and separately owned.

Section 6. 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 7. The term "Board of Directors" or "Board" as used herein, shall mean and refer to the duly elected Board of Directors of the Association.

Section 8. The term "Declarant" shall mean and refer to Pacesetter Homes, Inc., its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purposes of development.

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 Common Area 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 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 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. Use. Each lot within the Properties, except for the Common Area, shall be improved, used, and occupied only for private residential purposes.

Section 2. Pets and Other Animals. Dogs, cats, or usual and ordinary household pets may be kept in any dwelling unit upon a lot (not to exceed a total of two (2) pets), provided they are not kept, bred, or maintained for any commercial purpose. Except as hereinabove provided, no animals, livestock, birds, or poultry shall be brought within the properties or kept on any lot thereof.

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 purpose, except Declarant, its successors or assigns, and the owners of any tract annexed pursuant to Article XVIII hereof, may use the Properties for a model home site, display and sales office during the construction and sales period.

Section 4. Signs. Signs shall not be permitted other than a "For Sale" sign not to exceed 18"x24" in size and posted in accordance with local laws and regulations.

Section 5. Other Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat, truck larger than a three quarter (3/4) ton pickup, 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 6. 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 7. 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, machinery, and equipment shall be prohibited upon any lot, unless obscured from view of adjoining lots and streets by a fence or appropriate screen.

Section 8. External Antenna. No Owner of any lot within the Properties shall be permitted to construct external radio and/or television antennas or external air conditioning units or evaporative coolers which are mounted on or extend above the roof of any dwelling unit within the Properties, unless with prior approval of the Board of Directors, pursuant to the rules contained hereinafter.

Section 9. Common Area Parking. The use of Common Area parking facilities shall be in accordance with rules and regulations adopted by the Board of Directors.

Section 10. Common Area Maintained. The Common Area shall be maintained in an attractive and safe manner suitable to the full enjoyment of the open spaces and all improvements located thereon.

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 Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

b. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer has been recorded;

c. Easements and rights of access for utility lines as shown on the plat of Chaparral Ridge.

d. The Association's Board of Directors retains full

responsibility and authority over all Common Area; therefore, no Owner shall alter landscaping, erect structures, or in any way change the appearance of the Common Area without the written consent of the Board;

e. The right of the Association to limit the number of guests of members;

f. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, tenants, or contract purchasers who reside on the property.

Section 3. Driveways. Ownership of each lot shall entitle the Owner or Owners thereof to the right of ingress and egress in and upon the driveway area connected to each Lot; the covenants and restrictions of this Declaration shall, in no way, vest authority in the Association to deny an Owner of a Lot with the right of egress and ingress to said Lot. No parking or storage of boats, camping equipment, or disabled vehicles will be allowed on driveways or private streets.

Section 4. Greenbelts. The greenbelts shall be restricted to pedestrians and non-motorized vehicle use and shall be left open for the use of all owners and their guests at all times.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a 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 member(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 membership; or

b. On December 31, 1982.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

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 agrees 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's 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 promote the recreation, health and safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be \$282.00 for each lot, plus \$0.05 per square foot of heated area of each dwelling unit situated thereon, excluding basements, garages, porches, balconies, and patios. For the purpose of computing the annual assessment, the dwelling units located on the various lots are hereby deemed to have square foot heated area as follows:

Those Lots having 1306 square feet: 22c, 22b, 22a,
21f, 21e, 21c, 21b, 21a, 20e, 20d, 20b, 20a, 19b,
19a, 18b, 17d, 17c, 17a, 16g, 16f, 16e, 16c, 16b,
16a, 15b, 15a, 1c, 1b, 27b, 17a,

Those Lots having 1082 square feet: 21g, 21d, 20c, 19c, 18a, 17b, 16d, 15c, 1a.

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 any amount not in excess of the maximum.

d. The Board of Directors may lower the annual assessments according to the needs 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, reconstruction, repair or replacement of a capital improvement upon the Common Area, 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. Exterior Maintenance.

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: paint, repair, replace and care of roofs, exterior building surfaces, walks, driveways, and other exterior improvements; such exterior maintenance shall not include glass surfaces. Maintenance and repairs as provided for above are considered to be for normal wear. In the event that the need for maintenance or repair is caused by the willful or negligent act of the Owner, his family or guest or invitees, or caused by storm, wind, hail, snow, or other acts of God or by fire, the cost for such maintenance or repairs shall be the responsibility of the Owner. In the event the Owner does not make the

necessary repairs within a reasonable time, the Association retains the right to make such repairs. This expense shall be added to and become a part of the assessment to which such Lot is subject. Section IX of Article IV shall apply to this section as it pertains to nonpayment of assessments. Rights of access are hereby reserved to and granted the Association for such exterior maintenance as is provided by this section.

Section 6. 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 thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast the ten percent (10%) 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 sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Special Assessments. Special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments - Due Dates. The annual assessments provided for herein shall commence as to all Lots within a building unit (one or more contiguous Lots) on the first day of the month following the conveyance of the first Lot and conveyance of the Common Area. 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 assessments on a specified Lot have been paid.

Section 9. Effect of Nonpayment 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 a sum to be determined by the Association, but not to exceed \$10.00 for 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 accordance 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 claim 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 costs, interest, or fees as shall have been incurred.

d. Cumulative Remedies. The assessment 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, conditions 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. Upon receipt of written notification of the

existence of a mortgage on any Lot by the holder thereof, the Association shall notify such holder of a mortgage, at the last 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. Unless all holders of mortgage liens on individual units have given their prior written approval, the Association shall not be entitled to:

- a. change the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the project;
- b. 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 Common Area, 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 Common Area, provide recreational activities for the members, foster and support community activities of the members, and enforce the provisions set forth in this Declaration of Covenants, Conditions and Restrictions, and the Association Articles and Bylaws.
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 operate and maintain the Common Area 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 Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

a. Maintain the Common Area and any improvements thereon (including landscaping, furnishings and equipment related thereto) in a good, clean, attractive and sanitary order and repair.

b. Maintain the roofs of dwellings and garages situated on the Lots, including any necessary replacement or repair thereof.

c. Repaint the exterior surfaces of dwellings, garages and fencing situated on the Lots and Common Area, as such repainting is required in order to preserve the attractiveness of the Properties. Such exterior maintenance shall not include glass surfaces.

d. Keep and maintain adequate fire and public liability insurance on all improvements located within the Common Area.

e. Have the authority to obtain, for the benefit of all of the Common Area, water, gas and electric service and refuse collection; and (if not separately metered or charged) for the benefit of the Lots.

f. Maintain those portions of Lots not occupied by a dwelling, except for enclosed private patio areas and enclosed entry courts.

g. Pay the taxes and assessments which are or could become a lien on the Common Area or some portion thereof.

h. Maintain and keep in force a policy of comprehensive public liability insurance insuring the Association against any liability arising out of the ownership, use, occupancy, or maintenance of the Common Area and exterior of the properties.

5. The Association shall adopt reasonable rules relating to the use of the Common Area and any improvements thereon. A copy of such rules and of all amendments thereto shall be mailed to each Owner of a Lot, and a copy shall be posted in one or more places on the Common Area where the same may be conveniently inspected.

6. 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.

7. 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 COMMON AREA

The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area 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 are required in order that the Association may carry out its duties and powers as set forth in Article VII hereof and 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 Lots 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 and Common Area 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 agrees that minor encroachments over adjoining Lots shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist. In addition, each Lot within the Properties is hereby declared to have an easement for overhanging roofs and eaves as originally constructed over each adjoining Lot and/or the Common Area and for the maintenance thereof. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation 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 are 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

easement of ingress and egress shall not be exercised so as to unreasonably interfere the adjoining Lot Owner in the use of his Lot.

7. Declarant hereby grants to the Association for the benefit of its Members, a non-exclusive easement for landscaping and general recreational purposes over the Lots. Such easement shall be located over those portions of lots which are located between the lot lines and the exterior of the foundation walls for the structures as originally constructed on each of the Lots by Declarant. Such easement shall also include that portion of each lot which is located between the Common Area and the rear fence line as originally constructed by Declarant on each Lot. The allowable uses for the property subject to the foregoing easement are restricted to landscaping (flowers, plants, lawns, surface paving, sprinklers), private streets and walkways and uses associated therewith, drainage and use as a general residential, recreational and garden area. It shall be the responsibility of the Association to maintain the property subject to the foregoing easement. There shall be excepted from this grant of easement that portion of each Lot which lies within the enclosed private patios and entry areas of each of the Lots as originally constructed by the Declarant.

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 homes 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. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall, in proportion to such use.

Section 3. 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 4. 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 5. 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 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall chose an arbitrator; and such arbitrators shall chose one arbitrator; and conduct the arbitration pursuant to the Uniform Arbitration Act, Wyoming Statutes (as amended) Section 1-36-101 et seq.

ARTICLE XII

ARCHITECTURAL CONTROL

1. No building, fence, wall, or other structure or additional landscaping (except all original construction by Developer within the Properties and landscaping within enclosed private patio areas and entry courts) other than landscaping installed by Declarant shall be erected, altered or repaired until the building plans, specifications, and plot plans showing the location, elevation, and grade lines of such building or other structure, or such other description of the proposed work shall be furnished to and approved, in writing, by the Board of Directors, or by an architectural committee composed of three or more representatives appointed by the Board. One set of such plans, specifications, and plot plans or other description shall be submitted to the Board or its architectural committee. The Board or its architectural committee, before giving such approval, may require that changes be made to comply with such requirements as the Board or its architectural committee, in its absolute discretion, may impose as to the structural features of said building or other structure, the type of building material used, or other features or characteristics thereof not expressly covered by any of the provisions of this instrument, including the location of the building or other structure with respect to topography and finished ground elevation. The Board or its architectural committee may also require that the exterior finish and color, and the architectural style or character of such building or other structure shall be such as in the

discretion of the Board shall be deemed to be suitable in view of the general architectural style and character of structures erected or to be erected in the community. The repainting of the exterior surface of any building or other structure on the Properties shall be the prime responsibility of the Association and such surfaces shall not be repainted or refinished by the Owner in a color or manner differing from the previous painting or finishing of such building or other structure until the Board or its architectural committee shall have given its written approval of such repainting or refishing, following the submission of an acceptable description of the work to be done. In the event the Board or its architectural committee shall fail to approve or disapprove any plans, specifications, plot plans or work description submitted to it within thirty (30) days after such submission, then such approval shall be deemed to have been waived. No member may construct, repair, remove, improve, or otherwise affect any portion of the Common Area in any manner unless specifically authorized, in writing, by the Board of Directors.

2. Neither the Association, the Board of Directors, the architectural committee, nor any member thereof shall be responsible for structural or other defects of any kind or nature in said plans or specifications, or in the structures and improvements erected in accordance therewith.

ARTICLE XIII

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 the 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 against a nuisance, either public or private, shall be 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 or 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 XIV

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, or to any general partner of a partnership owning such a Lot, shall be deemed delivery 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 delivered 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 XV

DESTRUCTION

In the event the Common Area subject to this Declaration is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the Common Area shall be as provided by agreement of the Owners representing more than fifty percent (50%) of the voting power of the Owners. The

use and disposition of insurance proceeds payable to the Association in the event of such destruction or damage shall be as determined by a majority of the voting power of the Owners.

ARTICLE XVI

CITY'S EASEMENTS

Declarant hereby grants to the City of Gillette, easements over the Common Area 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 XVII

CONFLICTS

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

ARTICLE XVIII

GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect 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 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 year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 3. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of Members.

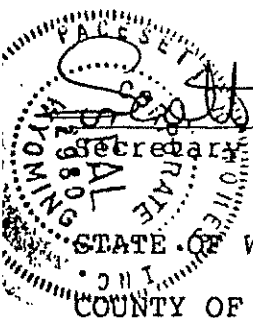
Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the

Veterans Administration: Annexation of additional properties, or amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has herunto set its hand and seal this 29th day of MARCH, 1982.

Pacesetter Homes, Inc.
Declarant

By: *Mark S. Greene*
President



AL
Secretary

STATE OF WYOMING)
COUNTY OF CAMPBELL) ss.

On this 29th day of MARCH, 1982, before me personally appeared MARK S. GREENE, to me personally known, who, having been by me first duly sworn did say that he is the President of Pacesetter Homes, Inc., a corporation described herein; that he executed the foregoing instrument, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said person acknowledged said instrument to be signed as a free act and deed of said corporation.

WITNESS my hand and official seal.

JAMES L. EDWARDS - Notary Public
County of Campbell State of Wyoming
My Commission Expires Sept. 4, 1984

James L. Edwards
Notary Public

EXHIBIT A

Lots 15, 16, 17, 18, 19, 20, 21, 22 of Block 5A and Lots 1 and 17 of Block 5B, Westover Hills, Phase I.

From this property will be cut thirty-nine (39) lots, said lots being more fully described as:

Lots 1A, 1B, 1C, 17A, 17B, of Block 5B and Lots 21A, 21B, 21C, 21D, 21E, 21F, 21G, 22A, 22B, 22C, 19A, 19B, 19C, 20A, 20B, 20C, 20D, 20E, 17A, 17B, 17C, 17D, 18A, 18B, 15A, 15B, 15C, 16A, 16B, 16C, 16D, 16E, 16G, of Block 5A, Westover Hills, Gillette, Wyoming.

STATE OF WYOMING

ss.

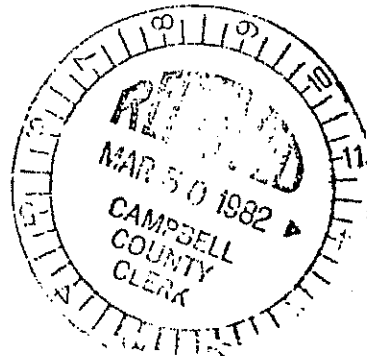
Campbell County

led for record this 30th day of March A. D., 19 82 at 2:04 o'clock P. M. and recorded in Book 60
Photos on page 239 Fees \$ 44.00 **509534**

Sivian E. Addison
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By [Signature]
Deputy



AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Lots 9A-H & 10A-H, Block 5C WESTOVER HILLS I

WHEREAS, the following described property is subject to a Declaration of Covenants, Conditions and Restrictions dated 1 September 1982 and recorded in Book 702 of Photos, Page 85 of the Office of the Clerk in and for Campbell County, Wyoming;

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

and,

WHEREAS, the present owners of the property described in the Declaration of Covenants, Conditions and Restrictions wish to amend the Declaration;

IT IS THEREFORE AGREED that the Declaration of Covenants, Conditions and Restrictions shall be amended to read as follows:

1. Article III, Section 4, Other Structures, shall be amended to read as follows:

No structure of a temporary 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 one (1) ton pickup, 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.

2. Article VI, Declaration for Street Maintenance, shall be amended as follows:

It shall hereinafter be entitled "Declaration for Street Maintenance and Outside Maintenance".

3. Article VI, Section 2, Purpose of Assessments, shall be amended to read as follows:

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 and to provide exterior maintenance for the structures located upon the lots within the description of property previously described in this Declaration of

Covenants, Conditions and Restrictions.

4. Article VI, Section 3, Maximum Annual Assessments, shall be amended to read as follows:

The annual assessments shall be set by the Board of Directors at each annual meeting of the Association and Board of Directors. The annual assessment shall be reviewed and established by a vote of two-thirds of the members who are voting in person or by proxy at the annual meeting.

DATED this 8th day of July, 1992.

Myron S. Bjornstad
MYRON S. BJORNSTAD
3332 W. Georgia Circle, Apt. 2
Gillette, WY 82716

Veve A. Bjornstad
VEE A. BJORNSTAD

Lot 9H, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision, Phase I, Campbell County, Wyoming

Richard A. Wertenberger
RICHARD A. WERTENBERGER
Box 3226
Gillette, WY 82717

Lots 9E and 9G, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision, Phase I, Campbell County, Wyoming

Lawrence F. Suchor
LAWRENCE F. SUCHOR
2020 Schoonover Road
Gillette, WY 82716

Tanya Suchor
TANYA SUCHOR

Lot 9F, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision, Phase I, Campbell County, Wyoming

Barry J. Sonnek
BARRY J. SONNEK
2015 Autumn Court
Gillette, WY 82716

Jacqueline A. Armstrong
JACQUELINE A. ARMSTRONG

Lots 9D and 10F, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

Covenants, Conditions and Restrictions.

4. Article VI, Section 3, Maximum Annual Assessments, shall be amended to read as follows:

The annual assessments shall be set by the Board of Directors at each annual meeting of the Association and Board of Directors. The annual assessment shall be reviewed and established by a vote of two-thirds of the members who are voting in person or by proxy at the annual meeting.

DATED this _____ day of _____, 1992.

Myron S. Bjornstad
MYRON S. BJORNSTAD
3332 W. Georgia Circle, Apt. 2
Gillette, WY 82716
Lot 9H, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision, Phase I, Campbell County, Wyoming

VEE A. BJORNSTAD
VEE A. BJORNSTAD

Richard A. Wertemberger
RICHARD A. WERTENBERGER
Box 3226
Gillette, WY 82717
Lots 9E and 9G, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision, Phase I, Campbell County, Wyoming

Lawrence F. Suchor
LAWRENCE F. SUCHOR
2020 Schoonover Road
Gillette, WY 82716
Lot 9F, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision, Phase I, Campbell County, Wyoming

Tanya Suchor
TANYA SUCHOR

Barry J. Sonnek
BARRY J. SONNEK
2015 Autumn Court
Gillette, WY 82716
Lots 9D and 10F, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

Jacqueline A. Armstrong
JACQUELINE A. ARMSTRONG

Erik Johnsrud

ERIK JOHNSRUD

410 Richards

Gillette, WY 82716

Lots 9A, 9B, and 9C, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

Suzanne Johnsrud

SUZANNE JOHNSRUD

VERNON C. DOWNS

5805 Eastside Drive

Black Hawk, SD 57718

Lot 10H, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

ESTHER ELIZABETH DOWNS

TIMOTHY CRAIG LINDSEY

Mahomet, IL

Lot 10G, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

BRENDA LYNN LINDSEY

Craig Willoughby

CRAIG ALLEN WILLOUGHBY

3338 West Georgia Circle #7 & 8

Gillette, WY 82716

Lot 10E, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

Rance Bishop

RANCE BISHOP

P.O. Box 13

Gillette, WY 82717

Lots 10A, 10B, 10C, and 10D, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

Janice Bishop

JANICE BISHOP

Suzanne Johnsrud
SUZANNE JOHNSRUD

ERIK JOHNSRUD

410 Richards

Gillette, WY 82716

Lots 9A, 9B, and 9C, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

RELEASED

Esther Elizabeth Downs
ESTHER ELIZABETH DOWNS

VERNON C. DOWNS

5805 Eastside Drive

Black Hawk, SD 57718

Lot 10H, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

TIMOTHY CRAIG LINDSEY

BRENDA LYNN LINDSEY

Mahomet, IL

Lot 10G, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

CRAIG ALLEN WILLOUGHBY

3338 West Georgia Circle #7 & 8

Gillette, WY 82716

Lot 10E, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

Janice Bishop
JANICE BISHOP

RANCE BISHOP

P.O. Box 13

Gillette, WY 82717

Lots 10A, 10B, 10C, and 10D, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

Suzanne Johnsrud

SUZANNE JOHNSRUD

ERIK JOHNSRUD
410 Richards
Gillette, WY 82716
Lots 9A, 9B, and 9C, Block 5C of the Resubdivision of Lot 3, Block
5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

VERNON C. DOWNS
5805 Eastside Drive
Black Hawk, SD 57718
Lot 10H, Block 5C of the Resubdivision of Lot 3, Block 5 Westover
Hills Subdivision Phase I, Campbell County, Wyoming

ESTHER ELIZABETH DOWNS

Timothy Craig Lindsey

TIMOTHY CRAIG LINDSEY

Brenda Lynn Lindsey

BRENDA LYNN LINDSEY

Mahomet, IL
Lot 10G, Block 5C of the Resubdivision of Lot 3, Block 5 Westover
Hills Subdivision Phase I, Campbell County, Wyoming

CRAIG ALLEN WILLOUGHBY
3338 West Georgia Circle #7 & 8
Gillette, WY 82716
Lot 10E, Block 5C of the Resubdivision of Lot 3, Block 5 Westover
Hills Subdivision Phase I, Campbell County, Wyoming

Janace Bishop

JANACE BISHOP

RANCE BISHOP
P.O. Box 13
Gillette, WY 82717
Lots 10A, 10B, 10C, and 10D, Block 5C of the Resubdivision of Lot
3, Block 5 Westover Hills Subdivision Phase I, Campbell County,
Wyoming

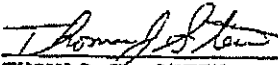
ERIK JOHNSRUD 410 Richards Gillette, WY 82716 Lots 9A, 9B, and 9C, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming	SUZANNE JOHNSRUD
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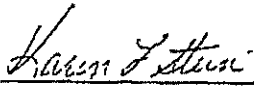
VERNON C. DOWNS 5805 Eastside Drive Black Hawk, SD 57718 Lot 10H, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming	ESTHER ELIZABETH DOWNS
---	------------------------

TIMOTHY CRAIG LINDSEY Mahomet, IL Lot 10G, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming	BRENDA LYNN LINDSEY
---	---------------------

CRAIG ALLEN WILLOUGHBY 3338 West Georgia Circle #7 & 8 Gillette, WY 82716 Lot 10E, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming
--

RANCE BISHOP P.O. Box 13 Gillette, WY 82717 Lots 10A, 10B, 10C, and 10D, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming	JANICE BISHOP
--	---------------


 THOMAS S. STEIN


 KAREN L. STEIN

Gillette, WY
 Lot 10G, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 14 day of October, 1992 by Lawrence A. and Tanya Suchor, husband and wife.

WITNESS my hand and official seal.



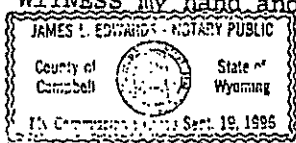
Renee Bills
Notary Public

My commission expires:

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 25 day of July, 1992 by Barry J. Sonnek.

WITNESS my hand and official seal.



James L. Edwards
Notary Public

My commission expires:

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 06 day of July, 1992 by Jacqueline A. Armstrong a/k/a Jacqueline R. Sonnek.

WITNESS my hand and official seal.



Renee Bills
Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 21 day of July, 1992 by Erik Johnsrud.

WITNESS my hand and official seal.



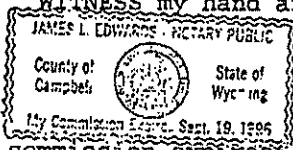
Renee Bills
Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 21 day of July, 1992 by Suzanne Johnsrud.

WITNESS my hand and official seal.



James L. Edwards
Notary Public

My commission expires:

STATE OF)
) ss.
COUNTY OF)

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this _____ day of _____, 1992 by Esther Elizabeth Downs.

WITNESS my hand and official seal.

Notary Public

My commission expires:

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 21 day of July, 1992 by Erik Johnsrud.

WITNESS my hand and official seal.



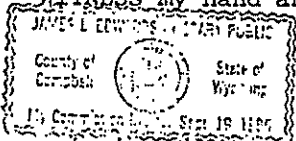
Renee Bills
Notary Public

My commission expires:

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 24 day of July, 1992 by Suzanne Johnsrud.

WITNESS my hand and official seal.



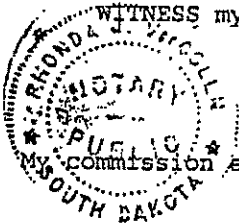
James L. Edwards
Notary Public

My commission expires:

STATE OF South Dakota)
) SS.
COUNTY OF Pennington)

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 28th day of January, 1993 by Esther Elizabeth Downs.

WITNESS my hand and official seal.



Rhonda J. Von Colln
Notary Public

My commission expires: 2-3-2000

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 1st day of November, 1992 by Thomas J. Stein and Karen L. Stein, husband and wife.

WITNESS my hand and official seal.



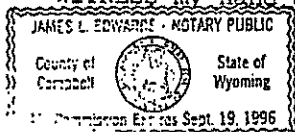
Renee Bills
Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 4th day of November, 1992 by Craig Allen Willoughby.

WITNESS my hand and official seal.



James Edwards
Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 22nd day of July, 1992 by Rance and Janice Bishop, husband and wife.

WITNESS my hand and official seal.



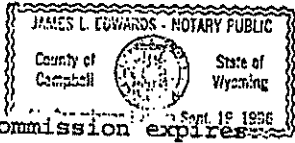
Renee Bills
Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 8th day of July, 1992 by Myron S. Bjornstad.

WITNESS my hand and official seal.



James L. Edwards
Notary Public

My commission expires

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 5th day of July, 1992 by Vee A. Bjornstad.

WITNESS my hand and official seal.



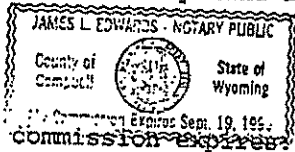
Renee Bills
Notary Public

My commission expires:

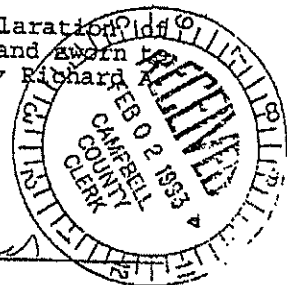
STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 8th day of July, 1992 by Richard Wertenberger.

WITNESS my hand and official seal.



James L. Edwards
Notary Public



My commission expires

STATE OF WYOMING)
) ss.
Campbell County)

Filed for record this 2nd day of February, 1993 at 10:30 o'clock A. and recorded in Book 1226 of Photos on page 426-437 Fees \$ 28.00

Christina E. Addison
County Clerk and Ex-Officio Register of Taxes

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy Christina E. Addison

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