

434179

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

TO THE PUBLIC:

JULY 8, 1977

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
MEANS SUBDIVISION--EXTENSION #1
HOME OWNERS ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by Glen Means and Kathleen Means, husband and wife, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Campbell County, State of Wyoming, which is more particularly described upon the plat map as the same that is filed for record with the County Clerk and Recorder of Campbell County in connection with the Subdivision designated by Campbell County as "Means Subdivision--Extension #1" situate in Campbell County, Wyoming, as the same is described in EXHIBIT A attached hereto and incorporated herein by this reference.

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, shall inure to the benefit of each Owner thereof, and which are intended not to be merely personal.

I

DEFINITIONS

1. "Association" shall mean and refer to Means Sub-division--Extension #1 Home Owners Association, a non-profit Wyoming corporation, its successors and assigns.
2. "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 obligation.
3. "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.
4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area, if any, to be owned by the Association shall be conveyed by the Declarant, in one or more parcels, and shall be described and delineated on the recorded or future recorded plat maps.
5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, if any, and streets therein.
6. "Declarant" shall mean and refer to Glen Means and Kathleen Means, husband and wife, their successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.
7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

8. "Class A Lots" shall mean and refer to any lot upon which a residence or single family unit has been completed and has been conveyed to an owner other than the Declarant, or has been occupied.

9. "Class B Lots" shall mean and refer to any lot upon which a residence or single family unit has not been completed or has not been conveyed to an owner other than the Declarant.

II

PROPERTY RIGHTS

1. Owners' Easements of Enjoyment. Every owner shall have a right and an easement of enjoyment and use in and to the Common Area, if any, and the pressurized water system including all wells and pumps and the streets within said properties, 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 assess and charge a reasonable maintenance, operation and usage fee for said utilities and streets and to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any, and to impose such charge or assessment as a lien against any property for which such charge or lien has not been paid in accordance with these Declarations, By-Laws and Articles of Incorporation;
- (b) the right of the Association to suspend the voting rights and right to use said utilities and 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;

- (c) the right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded;
- (d) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving or operating said systems and facilities and in aid thereof to mortgage said properties and the rights of such mortgagee in such properties shall be subordinate to the rights of the homeowners hereunder;
- (e) the right of the Association, through its Board of Directors to adopt and publish rules and regulations and usage fees with respect to said utility facilities and to determine the time and manner of use of the recreation facilities by the members.

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

III

MEMBERSHIP AND VOTING RIGHTS

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.

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 vote for each Lot owner. 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 vote be cast with respect to any Lot. When two or more persons are stockholders in a corporation holding an interest in any Lot, one, and only one, shall be a member for voting purposes.

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 equals the total votes outstanding in the Class B membership, (upon conveyance of 75% of the units); or
- (b) on June 30, 1985.

IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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 to the Association: (1) Annually, or more frequently

if necessary for operating reasons, assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, 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.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the maintenance, preservation and operation of the pressurized water system, including wells and pumps, streets, and of the Common Area, if any.

3. Initial Assessment. Every member purchasing a lot from Declarant shall be assessed an initial sum of Seven Hundred Fifty Dollars (\$750.00) per lot, which shall be used for the purposes above described in paragraph 2. It is further provided that owner shall install on each lot purchased by a member a water meter, which installation and purchase of said water meter shall be paid for utilizing a portion of the initial assessment aforescribed.

4. Water Assessment. Until January 1 of the year immediately preceding the conveyance of the first lot to an owner, the assessment for water per lot shall be Fifteen Dollars (\$15.00) for the first nine thousand (9,000) gallons

and eighty-five cents (\$.85) per thousand gallons for each thousand gallons over nine thousand (9,000) gallons. Said assessment shall be paid on a monthly basis.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the water assessment aforescribed may be increased each year by not more than ten percent (10%) of the assessment aforescribed before the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds of each class of members who are voting in person or proxy, at a meeting duly called for this purpose.

5. Special Assessments for Capital Improvements. In addition to the assessments authorized above, the Association may levy, in any assessment year, a special 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 said utilities and Common Area, if any, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

6. Notice and quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for

the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) 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 one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7. Date of Commencement of annual assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of such Lot by Declarant. 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, and, unless otherwise provided, the Association or its assigns shall collect each month from the owner of each Lot one-twelfth (1/12) of the annual assessment for such Lot. 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. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

8. Effect of Nonpayment of Assessments--Remedies of the Association. Any assessment installment which is not paid

when due shall be delinquent. If the assessment installment is not paid within thirty (30) days after the due date, the assessment installment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the delinquent installments. In addition to such action or as an alternative thereto, the Association may file with the Clerk and Recorder of Campbell County a Statement of Lien with respect to the property, setting forth the name of the owner, the legal description of the property, the name of the Association, and the amount of delinquent assessments then owing, which statement shall be duly signed and acknowledged by the President or a Vice-President of the Association, and which shall be served upon the owner of the Property by mail to the address of the property or at such other address as the Association may have in its records for the owner of the Property. Thereafter, the Association may proceed to foreclose the Statement of Lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Wyoming. (Such Lien shall be in favor of the Association and shall be for the benefit of all other Lot owners.) In either a personal or foreclosure action, the Association shall be entitled to recover as a part of the action, the interest, costs and reasonable attorney's fees with respect to the action. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

9. 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. The sale or transfer of any Lot pursuant to mortgage foreclosure or any pro-

ceeding 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.

10. Insurance Assessments. The Board of Directors or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings and improvements subject to the jurisdiction of the Association, excepting of course individually owned residences and other structures, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Area, if any, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of a least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors.

The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building, buildings, or other improvements. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all owners in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained to make up any deficiency. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the owners in such proportions as the Board of Directors deem fair and equitable.

V

MANAGEMENT OF UTILITIES

The Board of Directors may in its discretion appoint a Management Committee composed of three (3) or more representatives, one (1) Board Member and two (2) owners to supervise the management of the maintenance, preservation and use of the utilities, Common Area, if any, and related facilities described hereto.

VI

CAMPBELL COUNTY COMMISSIONERS

Pursuant to the Subdivision Regulation of Campbell County, Wyoming, in the event the Association shall fail to maintain the common facility in a reasonable order and condition in accordance with the original plan submitted with the final subdivision plat, the Board of County Commissioners shall serve written notice upon such organization or upon residents involved, setting forth the manner

in which the Association has failed to maintain the facility in a reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days thereof, and shall state the date and place of a hearing thereon, which shall be held within fourteen (14) days of the notice. At such hearing, the County may modify the terms of its original notice as to the deficiencies, and may give an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modifications thereof are not corrected within said thirty (30) days or any extension thereof, the County, in order to preserve the taxable values of the property contained within the subdivision, and to prevent the common facilities from becoming a public nuisance and a public liability, may undertake to maintain the same for a period of one (1) year. Before the expiration of said year, the County, upon its initiative or upon the written request of the Association therefore responsible for the maintenance of the common facility, call a public hearing upon notice to such Association and to the residents involved, to be held by the Board of County Commissioners, at which hearing such Association and/or the residents shall show cause why such maintenance by the County shall not, at the election of the County, continue for a succeeding year. If the Board of County Commissioners shall determine that such Association is ready and able to maintain said common facility in a reasonable condition, the County shall cease to maintain said common facility at the end of said year.

The cost of such maintenance by the County shall be paid by the owners of the properties within the subdivision that have a right to enjoyment or use of the common facility involved and any unpaid assessments shall become a tax lien in the office of the County Clerk upon the property affected by

such lien within the subdivision, and shall certify such unpaid assessments to the County Treasurer for collection, enforcement and remittance of general property taxes in the manner provided by laws.

This Association may not be dissolved without the prior permission of the Board of County Commissioners.

VII

GENERAL PROVISIONS

1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association 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.

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

3. 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 (25) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot owners, and thereafter by an instrument signed by not less than sixty-five percent (65%) of the Lot owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set their hands and seal this 5th day of August, 1977.

[Signature]
GLEN MEANS

[Signature]
KATHLEEN MEANS

ACKNOWLEDGMENT

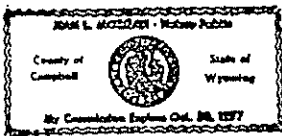
STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me this 5th day of August, 1977 by Glen Means and Kathleen Means, husband and wife.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires:



STATE OF WYOMING | ss. 43-1179
Campbell County
Filed for record this 7th day of MARCH
A. D., 19 78 at 9:22 o'clock A. M. and re-
corded in Book 410 of PHOTOSRECORDED
on page 101 Fees \$ 22.75 ABSTRACTED
INDEXED
Clarence E. Addison CHECKED/
County Clerk and Ex-Officio Register of Deeds
By _____
Deputy

RESTRICTIVE COVENANTS

THE UNDERSIGNED, Glen E. Means and Kathleen Means, being the owners of the following described property located in Campbell County, Wyoming, known as the Means Subdivision, Extension #1, hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting the said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land above described as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit and limitations of all future owners in said subdivision.

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 single or dual family dwelling, and a private garage for no more than two (2) cars, provided further, that a trailer house to be used as a family dwelling shall also be acceptable for location on a lot in the subdivision. Provided further, that no more than one trailer house utilized as a family dwelling may be located on each lot, it being the intention of the owners to specifically prohibit the establishment of trailer parks or courts on any of the lots herein included.

2. No noxious or offensive activities shall be carried on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3. Dogs and cats shall be kept in an area which is adequately fenced, and which will keep the same within the

owners area, and the premises must be kept in a clean and sanitary condition, so as not to be offensive to adjoining owners. No livestock, poultry, or other animals (excepting dogs and cats) may be kept upon the premises.


4. 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.

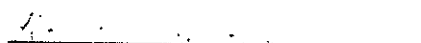
5. No individual sewage disposal system shall be permitted on any lot, unless such system has been designed, located and constructed in accordance with the requirements, standards and recommendations of the Wyoming Public Health Department.

6. 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 thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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 part.

7. Enforcement shall be by the proceedings at law or inequity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

DATED this 1st day of March, 1978.


Glen E. Means


Kathleen Means

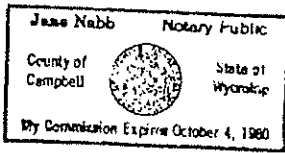
STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me this
15th day of March, 1978 by Glen E. Means and Kathleen Means.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires:



STATE OF WYOMING)
) ss.
Campbell County)
Filed for record this 5th day of APRIL A. D., 19 78 at 9:24 o'clock A. M. and recorded in Book 413
of PHOTOS on page 359 Fees \$ 6.25
Sherman E. Addison RECORDED
County Clerk and Ex-Officio Register of Deeds ABSTRACTED ✓
INDEXED ✓
CHECKED ✓
By [Signature]
Deputy

435680

RESTRICTIVE COVENANTS

THE UNDERSIGNED, Glen E. Means and Kathleen Means, being the owners of the following described property located in Campbell County, Wyoming, known as the Means Subdivision, Extension #1, hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting the said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land above described as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit and limitations of all future owners in said subdivision.

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 single or dual family dwelling, and a private garage for no more than two (2) cars, provided further, that a trailer house to be used as a family dwelling shall also be acceptable for location on a lot in the subdivision. Provided further, that no more than one trailer house utilized as a family dwelling may be located on each lot, it being the intention of the owners to specifically prohibit the establishment of trailer parks or courts on any of the lots herein included.

2. No noxious or offensive activities shall be carried on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3. Dogs and cats shall be kept in an area which is adequately fenced, and which will keep the same within the

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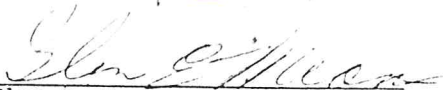
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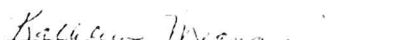
5. No individual sewage disposal system shall be permitted on any lot, unless such system has been designed, located and constructed in accordance with the requirements, standards and recommendations of the Wyoming Public Health Department.

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7. Enforcement shall be by the proceedings at law or inequity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

DATED this 15th day of March, 1972.


Glen E. Means


Kathleen Means

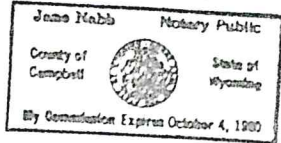
STATE OF WYOMING)
) ss.
County of Campbell)

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Witness my hand and official seal.

James Nabb
Notary Public

My Commission Expires:



STATE OF WYOMING)
) ss.
Campbell County)

Filed for record this 5th day of APRIL, A. D., 19 78 at 9:24 o'clock A. M. and recorded in Book 413
of PHOTOS on page 359 Fee \$ 6.25

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

RECORDED ✓
ABSTRACTED ✓
INDEXED ✓
CHECKED ✓

By Northey Pickel
Deputy
4356-80