

394735-

STATE OF WYOMING)
COUNTY OF CAMPBELL)

RECORDED
ABSTRACTED
INDEXED
CHECKED

TYRO, INC.

STATE OF WYOMING } ss.
Campbell County }
Filed for record this 19th day of June
A. D., 1975 at 2:50 o'clock P. M. and re-
corded in Book 322 of Photos
on page 564. Fees \$ 21.25
By: [Signature]
Deputy
County Clerk and Ex-Officio, Register of Deeds
THE HULL COMPANY, INCORPORATED 123923

TO THE PUBLIC:

May 20, 1975

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION, made on the date hereinafter set forth by Oluf Gregersen and Janice C. Gregersen, husband and wife, and Tyro, Inc., a Wyoming corporation, 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 "Hidden Valley Estates" situated 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

W. Perry Dray
Attorney-at-Law
Suite 328, Majestic Building
Cheyenne, Wyoming 82001

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.

ARTICLE I
DEFINITIONS

Section 1. "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.

Section 2. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 3. "Declarant" shall mean and refer to Oluf Gregersen and Janice C. Gregersen, husband and wife, and Tyro, Inc., a Wyoming corporation, its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

W. Perry Dray
Attorney-at-Law
Suite 328, Majestic Building
Cheyenne, Wyoming 82001

ARTICLE II.

One-Family Home-Owned Residential Use

Section 1. The lots subject to a One-Family Home-Owned Residential use shall be used for the following described purposes and no other:

A one-family dwelling, home-owned residential use and no building shall be erected, altered, placed or permitted to remain on any lot other than the unit authorized and no structure shall exceed two stories in height and a private garage appurtenant thereto. Construction of residential units for lease or rental purposes pursuant to this paragraph is specifically prohibited.

Section 2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to any designated style or quality of workmanship and as to materials, harmony of external design with existing structure, and location with respect to topography and finish grade elevations. All construction shall be new, and no building or buildings may be moved from another location onto said "Properties", except that mobil or modular homes may be placed on such "Properties" provided that said homes are not on wheels, but are placed on permanent foundations and proper and adequate skirting installed, and no subsequent buildings or structures shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of said Property at any time as a residence either temporarily or permanently. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing. All construction shall be subject to the approval as provided in Section V. Appurtenances shall be furnished to make the structures appropriate to the area located including specifically garages, utility structure and rear driveway entrances. No front yard parking slabs shall be permitted without specific and individual written approval by the architectural control committee.

Section 3. Dwelling Quality and Size. No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porch and garage shall be less than 750 square feet or 500 square feet in a story and one-half structure with 1,000 square feet of finished living area.

Section 4. Building Locations.

A. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines provided by City and/or County ordinance restrictions. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line.

B. No building shall be located nearer than 15 feet to any interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

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

Section 5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. Temporary 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.

Section 8. Parking and Non-Operative Vehicles and Facilities. Parking of trailer-campers, truck-campers, bus-campers and other-wise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours, when parked on the street in front of a residence or a parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time as a repeated matter or practice.

Section 9. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 11. 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 sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 12. Water Supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Campbell County, Wyoming.

Section 13. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 14. Specific Reservations, Restrictions and Limitations for Construction, Planning, Development and Use.

A. Lawns shall be promptly planted and no grass shall be planted in said lawns other than a pure strain of bluegrass under various trade names or any other grass which has the advance written approval of the Architectural Control Committee.

B. There shall be provided for each residence, off street parking for at least one vehicle.

Section 15. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or the Builder of any unit on such Properties to maintain during the period of construction of said unit upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The Board of Directors may initiate such rules as they deem advisable for the control of domestic pets.

Section 17. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring residences and streets. All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio area.

ARTICLE III

Multi-Family Residential Use

Section 1. The lots subject to use for multi-family residential use, pursuant to this declaration of protective covenants shall be used for the following described purposes and no other.

Class A. Not to exceed two-unit family dwellings on each lot constructed for residential purposes as private ownership and no building shall be erected, altered, placed or permitted to remain on any lot other than the unit above authorized and no structure shall exceed two stories in height and a private garage appurtenant thereto.

Class B. Multi-family rental units or units constructed for lease, rental, ownership or occupancy by or to public housing agencies.

Section 2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structure, and location with respect to topography and finish grade elevations. All construction shall be new and no building or buildings may be moved from another location to any site within this subdivision, except that modular units designed for multi-family residential use may be placed on such "Properties", provided that said units are not on wheels, but are permanently affixed to proper foundations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. There shall be no front yard fencing. All construction shall be subject to the approval as provided in Section V. Appurtenances shall be furnished to make the structures appropriate to the area located including specifically garages, utility structure and rear driveway entrances. No front yard parking slabs shall be permitted without specific and individual written approval by the architectural control committee.

Section 3. Dwelling Quality and Size. No dwelling shall be permitted on any lot except as is authorized by provisions of the City County Plan and Ordinance as effective on the date of filing of these protective covenants.

Section 4. Building Locations.

A. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line.

B. No building shall be located nearer than 15 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. If more than one lot is used for the construction of an integrated housing facility or unit, then the perimeter lot lines of the combination of lots only shall be subject to the set back restrictions of this paragraph.

C. For the purposes of this covenant, caves, 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.

Section 5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. Temporary Structures. No structures 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.

Section 8. Parking and Non-Operative Vehicles and Facilities. Parking of trailer-campers, truck-campers, bus-campers and other large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours, when parked on the street in front of a residence or a parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time as a repeated matter of practice.

Section 9. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. In addition to the foregoing as to apartment complexes which may be constructed on a portion of the premises, an appropriate and discreet sign as approved by the architectural control committee, may also be erected on the premises.

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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 3. Without otherwise limiting the provisions of Paragraph 2 above, or any of the other terms and conditions of these restrictions, the buildings or premises, except as otherwise provided in these protective covenants, may be used for any use permitted under zoning for business uses under the Zoning Ordinance of Campbell County, as the same exists at the time that a person purchases or otherwise acquired an interest in a building site.

Section 4. Construction or alteration of any buildings in the designated area shall meet the standards provided in these covenants. Exterior surfaces of all buildings or structures shall be of concrete, masonry, 10-year colored metal or non-combustible approved metals except walls of offices and the main entrances of any office building facing the front line shall have an exterior facing of brick, painted block, stone, flagstone, 10-year colored metal, moss-rock, pre-cast concrete products of architectural concrete. Structural framing shall be of reinforced concrete, steel, or laminated wood members. In no event shall buildings be of light wooden frame construction, "iron-clad" construction, covered with corrugated galvanized metal, or un-colored aluminum except roofing may be of conventional type material and construction as approved in writing by the architectural control committee. All buildings shall conform to applicable building codes of Campbell County as are in effect at the time that the person purchases or otherwise acquires an interest in the building site for the type of use and fire zone applicable.

Section 5. Improvements erected on property subject to this Declaration, shall not exceed forty (40) feet in height, provided however, that water towers, standpipes, penthouses, or structures for housing elevator equipment, stairways, ventilating fans or similar equipment, cooling or other towers, radio or television masts, flagpoles, chimneys, storage and/or mixing towers or similar structures may extend up to an additional twenty (20) feet more of height, provided that any extension in height beyond said additional twenty (20) feet shall be made only with the written approval of the architectural control committee.

Section 6. These covenants shall and do hereby provide that no improvements (other than improvements which the declarations specifically state do not require architectural control committee approval) shall be erected, placed, or a major alteration of any exterior of any improvement (where the improvement itself requires approval) be made, on any building site in said development until the building or other improvement plans, specifications, and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing by the architectural control committee. The said committee's decision shall be based on harmony of external design with existing structures in the development, location of the improvements on the building site (giving due regard to the anticipated use thereof as same may affect adjoining structures), uses and grades of finished ground elevation; provided, however, that the Grantor, its successors or assigns, shall not be liable in damages to any one so submitting plans or to any owner or land covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees, arising in connection with the approval or disapproval, or failure to approve any such plans. Anyone, by submitting plans to the architectural control committee for approval, agrees that he will not bring any action or suit to recover for any such damages against the Grantor. Notwithstanding any other provision of this Declaration to the contrary, no prior written approval of parking sites, storage sites, work areas, loading areas, or similar sites are required so long as said sites are oil surfaced or concrete surfaced and, in the case of storage areas, are screened in accordance with the requirements of these Protective Covenants.

Section 11. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

Section 12. 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 sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 13. Water Supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Campbell County, Wyoming.

Section 14. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 15. Specific Reservations, Restrictions and Limitations for Construction, Planning, Development and Use:

A. Lawns shall be promptly planted and no grass shall be planted in said lawns other than a pure strain of bluegrass under various trade names or any other grass which has the advance written approval of the Architectural Control Committee.

B. There shall be provided for each residential unit, off street parking for at least one vehicle.

ARTICLE IV

Commercial Development

Section 1. The real property subject to this section is hereby determined to be subject to the conditions, covenants and easements herein provided in order to insure proper use, development and improvement of each building site to protect the owners of building sites against improper use of surrounding building sites which might depreciate the value of the property and to develop such area as an asset to Campbell County and to guard against erection of structures built with improper or unsuitable materials and to encourage erection of attractive improvements thereon with appropriate locations for building sites and, in general, to secure the high quality of improvement.

Section 2. No noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be or become an annoyance or nuisance to the designated area, by reason of unsightliness or excessive emission of odors, dust, fumes, smoke, glare, vibration, radiation or noise.

Section 7. No structures or buildings shall be located closer than fifteen (15) feet to any side building site line or rear property line, it being the intent that an open area of at least thirty (30) feet shall exist between all adjacent but separately owned improvements, both at sides and rear, provided, however, that where a rear property line adjoins a truck service road or rail line, this provision regarding the rear shopping center facility or individually owned commercial establishments, the open area provision of this paragraph shall not apply except as to the external perimeters of such total facilities. This exclusion would encompass both a shopping center and a strip commercial or business development.

Section 8. The minimum setback of any building from the front lot line shall be thirty (30) feet. There shall be reasonable landscaping between the front lot line of a building site and any building located on the building site; where an area is to be landscaped, it shall be done attractively with lawns, trees, shrubs, desert gardens, etc., according to plans submitted to the architectural control committee and approved in writing. Any landscaped areas shall be properly maintained thereafter in a well-kept condition and parking areas shall likewise be maintained in good condition. There shall be no parking of automobiles or trucks on any main access road into the designated area.

Section 9. For each building site or other use permitted in the area subject to these covenants, there shall be provided off-street automobile parking facilities, at the minimum rate of one parking space for each 1.5 employees to be employed on the premises at one time. Off-street visitor parking shall also be provided. Accesses and off-street parking shall be of concrete or asphalt surfaced material.

Section 10. Storage of bulk commodities, materials, supplies, products, and equipment on the exterior of the buildings shall be confined to areas which are screened in accordance with the provisions of Paragraph 13 of this section, it being the intention of this provision that subject materials shall not be visible from the adjoining property or from streets and public areas except the screening requirements of this section and section 13 hereof, or any other provision of this Declaration shall not be construed to require that there be any screening of any view from any railroad right of way.

Section 11. No billboards or advertising signs other than those identifying the name of the business and products of the person or firm occupying the premises shall be permitted, except that a sign offering the premises for sale or lease may be permitted. Design and location of all signs are subject to the approval of the architectural control committee.

Section 12. It is contemplated that maneuvering of trucks and trailers be confined to the premises of each establishment. To that end, it is hereby provided that no loading dock extend beyond the front line of any building and that no loading dock be so located that any vehicle using said dock shall extend beyond any property line. Where a truck service road or side road exists at side or rear of a building, loading shall not be permitted at the front of a building, except office supply delivery.

Section 13. Storage required to be screened from view, as heretofore mentioned shall be screened from view from the streets by any of the following methods, or any approved combination of these methods:

a. Fences or masonry walls of approved design, eight (8) feet high for storage, if storage extends above eight (8) feet, enough to conceal the stored items. Chain link fences are acceptable so long as aluminum slats are placed on the chain link fence in any area where there is a requirement for screening from view under the terms of this Declaration.

b. Location at rear of buildings where such location will conceal such areas from public view.

c. Properly located and planned hedges, shrubs, or plantings of sufficient density and height to provide concealment.

d. Terrain adjustment and/or retaining walls to provide concealment by virtue of sight lines from streets, public areas or adjacent property.

Section 14. Where a right-of-way easement has been granted, no structures or buildings shall be constructed on said right-of-way.

Section 15. Areas exposed to view from streets, public areas or adjoining property shall be reasonably maintained; weeds must be cut or, preferably, chemically eliminated and debris removed.

Section 16. All building lots must be engineered for proper drainage to drain water away from buildings, to avoid impounding water (except as a planned, approved pond as a landscaping feature), and to conform to overall drainage pattern of the entire area.

Section 17. Concrete, flagstone, oil surface, or other approved hard-surfaced walks must be provided for all major pedestrian visitor or employee foot traffic patterns.

Section 18. No dust, odor, fumes, flare or vibration beyond that normally required by commercial and business use, shall extend beyond the property line of the source.

Section 19. No dust, odor, fumes, flare, or vibration, beyond that normally required by light manufacturing activities, shall extend beyond the property line of the source.

Section 20. No oil or gas drilling, oil development operations, refining, mining, or quarrying operations shall be permitted on any of the building sites subject to these covenants, nor shall oil well, gas well, tunnels, mineral excavations, or shafts be permitted in any of the building sites covered by these covenants. Fuel oil storage tanks as part of heating equipment shall be permitted only if located underground and in full compliance with rules and regulations of any or all governmental agencies having jurisdiction. Above-ground storage of flammable and combustible liquids on the outside of building and screened areas is permitted when storage is accomplished in containers of not to exceed 1,000 gallons capacity and in such manner as to comply with the rules and regulations of any and all governmental agencies having jurisdiction. Above ground storage of flammable and combustible liquids in containers holding in excess of 1,000 gallons shall be permitted only upon written consent of the Grantor. Any bulk storage of liquids underground is permitted so long as it is in full compliance with the rules and regulations of any and all governmental agencies having jurisdiction.

ARTICLE V

Architectural Control Committee

Section 1. The Declarant shall appoint five-member committee consisting of at least one person experienced in building design, and one person knowledgeable about construction. This committee shall have the responsibility of reviewing all plans for construction of buildings and other improvements where such approval is required in accordance with the terms of this Declaration as to each category of construction. The initial members of the committee will be Rodney Patik, Dade Martin, Donald Cale, Carol Martin and Tom Perdeu.

Section 2. The committee shall be known as the Architectural Control Committee and the members thereof shall serve until their successors are appointed.

Section 3. An affirmative vote of three members of the committee shall be binding upon the committee in all matters.

Section 4. The Architectural Control Committee shall submit its recommendations to the Declarant with respect to any design or other matter submitted to it within 30 days. If the Architectural Control Committee shall not act within such period on the matter submitted, the Grantee may request that the Declarant consider directly.

Section 5. Within 14 days after the Architectural Control Committee has submitted its recommendations or within 14 days after a Grantee has requested direct consideration by the Declarant by reason of the failure of the Architectural Control Committee to act in accordance with Article IV, Section 4 above, the Declarant shall notify the Grantee of its approval of disapproval, of the matter submitted, and if such notification be not given within such time, the Grantee may consider the applicable covenant to have been complied with by such Grantee.

ARTICLE VI

General Conditions

Section 1. Each of the conditions and covenants set forth above shall continue and be binding upon the Declarant and upon its successors and assigns, and upon each of them, and all parties and persons claiming under them for a period of thirty (30) years from the date hereof, and automatically shall be continued thereafter for successive periods of twenty-five (25) years each. It is however provided, that the owners of not less than 80 per cent of the optioned and record fee title lands for property subject to these covenants (based on the number of square feet owned as compared to the total area), may release all or any part of the land so restricted from any one or more of said restrictions or may change or modify any one or more of said restrictions by executing and acknowledging an appropriate agreement in writing and filing the same in the office of the County Clerk of Campbell County, Wyoming. A recordable certificate by an abstractor doing business in Campbell County, Wyoming, as to the record ownership of the property hereby restricted, and a recordable certificate by a registered land surveyor or engineer authorized to practice in Wyoming as to the square footage owned by the record owners as shown

by said abstractor's certificate shall be deemed conclusive evidence of ownership and square footage thereof so owned and hereby restricted by the provisions of this section.

Section 2. The covenants herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming under it shall be taken to hold, agree and covenant with the owner of said building sites, its successors and assigns, and with each of them, to conform to said restrictions, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his, or their holding of any title to said land, and Declarant or the owner of any of the above land shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Declarant and the owner of any other lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be a waiver of the right to enforce any subsequent violation. Reasonable attorney's fees shall be recovered as required in any proceeding either to enjoin violation of the declaration of protective covenants or to recover damages resulting from such violation. The violation of these restrictions shall not defeat nor render invalid the lien on any mortgage (or deed of trust) made in good faith and for value.

Section 3. Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 23rd day of May, 1975.



WITNESS: Donald H. Gale
Secretary

TYRO, INC., Declarant
BY: Dade Martin
President

Oluf P. Gregersen, Jr.
Oluf Gregersen, Declarant
a/k/a Oluf P. Gregersen, Jr.
Janice C. Gregersen
Janice C. Gregersen, Declarant

STATE OF WYOMING)
COUNTY OF CAMPBELL) ss.

The foregoing instrument was acknowledged before me this 23rd day of May, 1975, by Dade Martin, as Pres. of Tyro, Inc., a Wyo. Corp. and by Oluf P. Gregersen, Jr. and Janice C. Gregersen

My commission expires: _____
Witness my hand and official seal.

[Signature]
Notary Public

394736

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

TYRO, INC.

TO THE PUBLIC:

May 20, 1975

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
HIDDEN VALLEY ESTATES HOME OWNERS ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by Oluf Gregersen and Janice C. Gregersen, husband and wife, and Tyro, Inc., a Wyoming Corporation, 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 "Hidden Valley Estates" 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.

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Attorney-at-Law
Suite 328, Majestic Building
Cheyenne, Wyoming 82001

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Hidden Valley Estates Home Owners Association, a non-profit Wyoming corporation, its successors and assigns.

Section 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.

Section 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.

Section 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 delimited on the recorded or future recorded plat maps.

Section 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.

Section 6. "Declarant" shall mean and refer to Oluf Gregersen and Janice C. Gregersen, husband and wife, and Tyro, Inc., its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

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Section 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.

Section 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.

ARTICLE II
PROPERTY RIGHTS

Section 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 to the sewage system and sewage treatment plant, 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;

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(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.

Section 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.

ARTICLE III
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:

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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 equal the total votes outstanding in the Class B membership, (upon the conveyance of 75% of the units), or

(b) on June 30, 1985.

ARTICLE IV
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 agree to pay to the Association: (1) annual, or more frequent if necessary for operating reasons, assessments or

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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.

Section 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 sewage system and plant, pressurized water system, including wells and pumps, streets, and of the Common Area, if any.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be TWO HUNDRED AND SIXTEEN Dollars (\$ 216.00) per Lot. (Eighteen (\$18) dollars per month.)

(a) 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 each year not more than ten percent (10%) above the maximum assessment for 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

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Owner, the maximum annual assessment may be increased above ten percent (10%) 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.

Section 4. Special Assessments for Capital Improvements. In addition to the annual 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.

Section 5. Notice & 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.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at uniform rate for all

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Class A Lots, and Class B Lots, provided, however, that the assessments on all Class B Lots shall be fixed at twenty-five percent (25%) of the amount of the assessments upon all Class A Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to 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.

Section 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

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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.

Section 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 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 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

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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 at 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

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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.

ARTICLE V

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.

ARTICLE 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

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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 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.

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

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any

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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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise 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 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.

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 hereunto set its hand and seal this 23 day of July, 1971.

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