

420406

DECLARATION OF  
RESTRICTIVE AND PROTECTIVE COVENANTS  
FOR LATIGO HILLS FILING NO. 1  
(RESIDENTIAL AREAS)

HOUSING SERVICES, INC., fee owner of the following described real property located in the County of Campbell, State of Wyoming, same being the real property now duly platted as LATIGO HILLS FILING NO. 1, a subdivision of the County of Campbell, as such plat is now recorded in Book 2 of Plats, page 63-67 of the records in the office of the County Clerk and Recorder of Campbell County, Wyoming, hereby makes the following declaration as to limitations, restrictions, and uses to which the lots or tracts constituting such subdivision may be put, and hereby specifies that such declaration shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision, to wit:

A. PURPOSE OF COVENANTS

The purpose of these restrictions is to insure the use of the lots and blocks described below for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

B. RESIDENTIAL AREA COVENANTS

1. The following restrictive covenants shall hereafter apply to all lots in Blocks 6, 7 and 8:

STATE OF WYOMING

Campbell County

ss. 4 20 1977

Filed for record this 27th day of May  
A. D., 1977 at 10:08 o'clock a. M. and recorded in Book 378 of Photos  
on page 167 Fees \$10.50

County Clerk and Ex-Officio Register of Deeds

By David E. Williams  
Deputy

INDEXED  
SERIALIZED  
FILED

a. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. No lot shall be further subdivided after the date on which these covenants are filed in the office of the County Clerk and Recorder.

b. Building Location.

(i) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than twenty-five feet.

(ii) No building shall be located nearer than five feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five feet to the rear lot line.

(iii) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as 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. 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.

d. 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.

e. 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.

f. Signs. No sign of any kind shall be displayed to the public view on any lot except 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.

g. 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.

h. Livestock and Poultry. No animals, 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, provided that they are not kept, bred, or maintained for any commercial purpose.

i. 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

j. 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 the Wright Water and Sewer District, Wright, Wyoming. Approval of such system as installed shall be obtained from such authority.

k. Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Wright Water and Sewer District, Wright, Wyoming. Approval of such system as installed shall be obtained from such authority.

l. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six 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 twenty-five 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 ten 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 distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

m. Land Near Parks. No building shall be placed nor shall any material or refuse be placed or stored on any lot within five feet of the property line of any park.

n. Parking of Vehicles. Parking of trailer campers, truck campers, bus campers, boats and boat trailers

and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 48 hours, when parked on the street in front of a residence or on the front driveway or parking area between the front building line and the street.

2. The following restrictive covenants shall hereafter apply to all lots in Block 5:

a. All of the restrictive covenants applicable to Blocks 6, 7 and 8 shall apply to all lots in Block 5.

C. GENERAL PROVISIONS

1. Term. 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. Severability. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned owner has hereunto set its hand and seal as of the 20th day of May, 1977.

HOUSING SERVICES, INC.

By *R. E. Huff*  
R. E. Huff

Title: Vice President

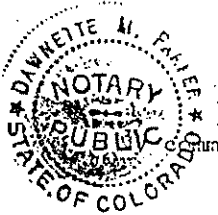


*R. Huff*  
Assistant Secretary

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me by  
Robert E. Huff, as Vice President of HOUSING SERVICES, INC.,  
this 16<sup>th</sup> day of May, 1977.

Witness my hand and official seal.



[Signature]  
Notary Public

My Commission expires Oct. 14, 1980

404957

DISCLOSURE STATEMENT  
SUBDIVISION DEVELOPMENT OF  
RIDGEWOOD ESTATES SUBDIVISION

The following statement is provided in response to Article 3, Section 4-f of Campbell County Subdivision Regulations. The intent of a Disclosure Statement is to clearly and concisely present all the facts related to purchasing or renting a housing unit within an approved subdivision in Campbell County.

This statement applies to certain lands in the community of Wright, Wyoming. Those lands, specifically, are:

The entirety of Ridgewood Estates; a resubdivision of Lot 1, Block 9 of Latigo Hills, First Filing.

It should be noted that some of the statements contained herein reflect current conditions. Service charges are always subject to change, and the individual utility company should be contacted prior to installation. Also, Wright is a growing community; many of the conditions which relate to schools, postal service, etc., will undoubtedly change as population increases.

I. STREETS

All streets within the subdivisions listed above will be constructed by Den Mar, Inc., to standards approved by Campbell County. All streets will have concrete curbs, gutters, and sidewalks, and an asphalt surface. Maintenance, repair, and snow removal on all streets is the responsibility of Ridgewood Estates, First Phase, Homeowner's Association.

II. WATER SUPPLY

Potable water is available in this subdivision through the Wright Water & Sewer District. The Wright Water & Sewer District is a legally constituted agency whose facilities

have been reviewed and approved by the Wyoming Department of Environmental Quality. Description of the District facilities may be obtained at the office of the Wright Water & Sewer District in Wright. Campbell County has no obligation toward the installation, operation, or maintenance of the system, with the District having the authority and responsibility for its overall operation.

Current district charges for combined water and sewage treatment service is a flat rate of \$20.00 per month and are subject to change by the board when determined necessary. The fees and rates charged for this service are determined by the Board of Directors of the Wright Water & Sewer District. The home or lot owner is responsible for that portion of the water service line extending from the housing unit to the curb stop located approximately one foot outside the property line. The District is responsible for the service line from the curb stop to the main.

### III. SEWAGE DISPOSAL

Sewage collection and treatment facilities are offered by the Wright Water & Sewer District. Current District charges for combined water and sewage treatment service is a flat rate of \$20.00 per month. The fees and rates charged for this service are determined by the Board of Directors of the Wright Water & Sewer District and are subject to change by the board when determined necessary. Description of the sewer system may be obtained from the Wright Water & Sewer District in Wright. Campbell County has no obligation toward the installation, operation, or maintenance of the system, with the District having the authority for its overall operation. The home or lot owner is responsible for that portion of the service which connects the individual unit to the sewer main located adjacent to the property.

### IV. RESTRICTIVE COVENANTS

Restrictive covenants have been adopted for each lot within Ridgewood Estates. These covenants have been recorded



and are on file with the Clerk and Recorder, Campbell County, Wyoming.

Violation of any of the covenants may be grounds for court action. A resident of the area first brings the violation to the attention of the offender. If the violator refuses to correct the condition, then the violator may be taken to District Court, and a decision requiring the condition to be corrected could be granted. The initiation of any suit to enforce covenants is by the individual property owners, and all cost of legal council and courts will be borne by the property owner. The Campbell County Attorneys Office does not and cannot legally enforce restrictive covenants. Restrictive covenants are an agreement among and between individual property owners.

V. ASSOCIATION FEES

There is a homeowners association in Ridgewood Estates, Phase I. It is important that every homeowner be aware of the protections and responsibilities created by this association. Therefore, a copy of protective covenants creating the homeowner's association are attached to this statement and made a part of it. The homeowner is invited to review it.

VI. GARBAGE DISPOSAL

Solid waste disposal is available through a private disposal company. Currently, garbage is picked up once per week at a charge of \$6.00 per month.

VII. TELEPHONE

Telephone service is provided by Mountain Bell. Trunk cables are buried in easements adjacent to Ridgewood Estates and requires a hook-up to the main system. Current installation charges for a two-jack telephone hook-up are approximately \$45.00. This charge will be the responsibility of the homeowner.

VIII. CABLE T.V.

Normal television reception is currently available via microwave to residents of the community. Cable television

service will be offered through Wyoming Televents, Inc., which has business offices in Gillette. Full cable service is scheduled to be available by December 1, 1980, with installation charges estimated to be \$24.95, and monthly fees to be \$18.45. the cables have already been located in easements adjacent to Ridgewood Estates, and installation requires modifications only to the individual television set.

IX. TRAFFIC CONTROL

Street and traffic control signs have been installed to conform to the National Uniform Manual on Traffic Control Devices. Campbell County has approved the location of each sign, and Den Mar, Inc., is responsible for construction of the signs. The maintenance of these facilities is the responsibility of the homeowners association. Enforcement of traffic control is by local law enforcement personnel.

X. STREET LIGHTING

Street lights have been designed and installed after consultation with Tri-County Electric Association. Den Mar, Inc., is responsible for installation of the street lights in this subdivision. The maintenance is the responsibility of the homeowners association.

XI. DRAINAGE

An overall drainage study was conducted for the community of Wright, and the findings have been incorporated into the design and construction of various culverts and drainage structures in the community. Den Mar, Inc., is responsible for construction of drainage structures in Ridgewood Estates. The maintenance is the responsibility of the homeowners association.

XII. ZONING

None of the subdivisions in Wright are zoned, nor is any of the adjacent or surrounding land zoned. Since zoning does not exist protective covenants determines the development

standards for each of the tracts of land. Enforcement of these covenants is between the homeowners. Housing Services, Inc., a subsidiary of Atlantic Richfield Company, as the developer of the majority of the community of Wright, has an overall comprehensive development plan for Wright, Wyoming, which has been approved by the County Commissioners. This plan shows what type of use is planned for each area and a copy may be reviewed in the County Engineers Office. It is not known at this time what type of development will occur upon the fringe area of the community of Wright.

XIII. FIRE PROTECTION

Wright currently has a volunteer fire protection force which numbers thirty (30) and three (3) emergency medical technicians. The volunteer force has two pumper trucks for use in combating fires and has a fire department rating of ten (10).

XIV. BUILDING CODES

Campbell County has no building or electrical code at this time, however, should a building permit for construction be desired the National building and electrical codes are followed. The county has adopted the National Plumbing Code and a permit is required. All of Ridgewood Estates has been qualified for FHA and VA financing. This federal agency will not guarantee a mortgage on any home which does not meet minimum national construction codes.

XV. ELECTRICITY

Electrical service is provided by Tri-County Association, which has an office in Wright. The occupant of the building is responsible for arranging electrical service with Tri-County and an initial deposit of \$35.00 is required.

XVI. POSTAL SERVICE

There is currently no door-to-door mail delivery within the community. Residents are required to acquire a box at the Post Office Substation in the Latigo Hills Mall. The current charge for this service is \$6.00 per year.

XVII. SCHOOLS

Elementary The Cottonwood Elementary School is located within the community of Wright. This facility services grades K through Six, and is a walk-in school for all students residing within the community.

Junior High - Students of junior high age are required to attend school in Gillette, some 35 miles north of the community of Wright. The Campbell County School District provides bus service on a schedule of two morning trips to school and two afternoon return trips. There are several pick-up points in the community, including one in the mobile home park and three in the single family residential areas.

Senior High - The Campbell County Senior High School is located in Gillette and requires students to be transported via bus. The same schedule which is used by junior high students is also applicable to senior high students.

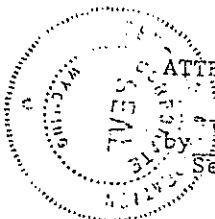
XVIII.

Be advised that Campbell County, Wyoming assumes no liability by virtue of this Disclosure Statement. Campbell County has required this disclosure statement in its subdivision approval process solely for the purpose of informing the consumer. Campbell County does not in any manner warrant or guarantee to the consumer that the aforementioned statements contained within the disclosure statement are factual as represented.

Be further advised that the proper recourse for shortcomings in the above-described improvements may lie between the consumer and the developer who made this disclosure statement.

DEN MAR, INC.

by James M. Glover  
President

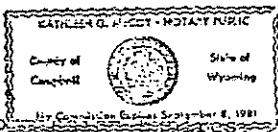


ATTEST:

by Robert Wiley  
Secretary

STATE OF WYOMING )  
                          ) ss.  
COUNTY OF CAMPBELL )

On this 12<sup>th</sup> day of August, 1980, before me personally appeared JAMES M. GLOVER, to me personally known, who, being by me duly sworn, did say that he is the President of Den Mar, Inc. and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said JAMES M. GLOVER acknowledged said instrument to be the free act and deed of said corporation. Given under my hand and notarial seal this 12<sup>th</sup> day of August, 1980.



Kathleen G. Hackett  
NOTARY PUBLIC

My Co. 22.8.1981

STATE OF WYOMING )  
Campbell County ) ss.

Filed for record this 28th day of August A. D., 19 80 at 10:32 o'clock A.M. and recorded in Book 520 of Photos on page 586 Fees \$ 16.00

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

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

By Shirley Olds  
Deputy

684657

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

484458

THIS DECLARATION, made on the date hereinafter set forth by Den-Mar Corporation, a Wyoming Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

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

(Insert legal description)

Ridgewood Estates, a Resubdivision of Lot 1 Block 9, Latigo Hills Subdivision, First Filing, Campbell County, Wyoming.

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. "Association" shall mean and refer to Ridgewood Estates Homeowners Association, Inc 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 an obligation.

STATE OF WYOMING

Campbell County

Filed for record this 22nd day of AUGUST A. D. 1988 at 10:24 o'clock A. M. and recorded in Book 420 of PHOTOS on page 402 Fees \$ 12.00

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

RECORDED  
INDEXED  
FILED

By [Signature]  
Deputy

484458

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) maintained by the Association for the common use and enjoyment of the owners. The Common Area to be maintained by the Association at the time of the conveyance of the first lot is described as follows:

All streets, curb, gutter, sidewalks, street lights, signs and drainage ways located within the Ridgewood Estates Subdivision.

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.

Section 6. "Declarant" shall mean and refer to Den-Mar Corporation, its 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

PROPERTY RIGHTS

Section 1. Owners' 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 of any owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;~~

(b) the right of the Association to suspend the voting rights ~~of~~ <sup>of</sup> an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area 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 agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities 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:

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 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 determine, but in no event shall more than one 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 August 31, 1983.

#### 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 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 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 ~~NEEDS~~ health, 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 and of the streets, curb, gutter, sidewalks, street lights, signs and drainage ways within the Subdivision.

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 Thirteen Thousand-Four Hundred Forty Dollars (\$13,440.00) or Two Hundred-Forty Dollars (\$240.00) per lot.

(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 5% 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 Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

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 Common Area, 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 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 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 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 (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the 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. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area 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. 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.

ARTICLE V

ARCHITECTURAL CONTROL

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 the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

Section 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 hereafter 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 (20) 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 (20) 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 4. 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 5. 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, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VII

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

Exterior Maintenance

ARTICLE VIII

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, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

Article IX

STREET MAINTENANCE

In addition to other maintenance as described in above ARTICLES the Association shall provide for the maintenance and repair for all streets, curb, gutter, sidewalks, street lights and signs located within the Subdivision. In addition, it shall be the responsibility and expense of the Association to provide for snow removal on all streets within the Subdivision.

set its hand and seal this 18<sup>th</sup> day of August, 1980.

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Den-Mar Corporation  
Declarant

By: [Signature]

[Signature]  
Secretary

STATE OF WYOMING }  
COUNTY OF CAMPBELL } ss

On this 18<sup>th</sup> day of August 1980, before me personally appeared JAMES H. GLOVER to me personally known, who, having been by me first duly sworn did say, that he is the PRESIDENT of DEN-MAR CORPORATION the corporation described herein which 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.

[Signature]  
Notary Public

My Commission Expires: 10/31/81

