

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
OF
MANOR ESTATES

THIS DECLARATION, made on the date hereinafter set forth by D.O.L. LIMITED LIABILITY COMPANY, hereinafter referred to as DECLARANT

WITNESSETH:

WHEREAS, DECLARANT is the owner of a certain property in the County of Campbell, State of Wyoming, which is more particularly described as:

Lots 1,2,3,4,5,6, Block 1 and Lots 1,2,3,4,5, Block 3 of Manor Estates, Phase One, Campbell County, Wyoming.

WHEREAS, DECLARANT will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges hereinafter set forth;

NOW, THEREFORE, DECLARANT HEREBY DECLARES that, all of the properties described above shall be held, sold, and conveyed subject to the following covenants, conditions, charges, liens, restrictions, easements, and reservations, hereinafter collectively sometimes called restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property, and all of which are hereby declared to be for the benefit of all of the property described herein and the owners thereof, their heirs, successors, grantees and assigns. These restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof. This declaration hereby establishes a plan for the individual ownership of real property estates, consisting of a lot and the improvements contained thereon. Said restrictions establish and impose a general plan for the improvement and development of said property described herein and the adoption and establishment of covenants, conditions, charges, liens, easements and restrictions upon said land and upon any and all house units constructed thereon, and upon the use, occupancy and enjoyment thereof. Every conveyance

of any of said houses, or property, or portion thereof, shall be and is subject to those covenants, conditions, charges, liens, easements and restrictions as follow:

ARTICLE I

DEFINITIONS

- SECTION 1 "Association" shall mean and refer to MANOR ESTATES HOME OWNERS ASSOCIATION, its successors and assigns.
- SECTION 2 "Properties" or "premises" shall mean and refer to that certain real property hereinbefore described.
- SECTION 3 "Lot" shall mean and refer to a separately designated and legally described freehold estate consisting of any plot of land shown upon any recorded subdivision map of the properties.
- SECTION 4 "Member" shall mean and refer to every person or entity who holds membership in the Association.
- SECTION 5 "Owner" shall mean and refer to the record holder of legal title to the fee interest in any lot, regardless of whether such holder actually resides on any part of the premises, and regardless of whether such holder has sold the lot under a contract of sale.
- SECTION 6 "Declarant" shall mean and refer to D.O.L. Limited Liability Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the DECLARANT for the purpose of development.
- SECTION 7 "Board of Directors" shall mean duly elected members of the Association to act in their behalf.
- SECTION 8 "House" and "house unit" shall be synonymous and shall mean the dwelling unit, living area and garage, enclosed by perimeter wall and roof.
- SECTION 9 "Common Expenses" means and includes expenses of administration, operation and expenses of maintenance, repair or replacement of the General Common Properties; expenses declared Common Expenses by the provision of this Declaration and the By-Laws of the Association; and all sums lawfully assessed against the lots, private dwelling units and the Common Properties.
- SECTION 10 "Supplementary Declaration" shall mean any Declaration of Covenants, Conditions and Restrictions which may be recorded by DECLARANT which: (1) supplement the provisions of this Declaration as to the Property or any portions thereof; and (2) contain additions, amendments and modifications to the Declaration.

ARTICLE II

MEMBERSHIP

Membership in the Association, except for membership of the DECLARANT and the first Board of Directors, shall be limited to owners of houses constructed or planned to

be constructed on the property described above. An owner of a lot shall automatically, upon becoming the owner of a lot, be a member of the Association, and shall remain a member of the Association until such a time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. Ownership of a lot shall be the sole qualification criteria for membership.

A membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of such house and then only to such purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership for the purchaser, and thereupon the old membership outstanding in the name of the seller shall be null and void as though the same had been surrendered.

The owner of each lot shall be entitled to one membership in the Association, and there shall be no more than one membership for each house, which membership shall be subject to all of the provisions of the Association's Articles, Bylaws, Management Agreement and these Restrictions, as now in effect or duly adopted and amended.

ARTICLE III

VOTING RIGHTS

- SECTION 1 The Association shall have two classes of voting membership.
- CLASS A Class A members shall be all those owners as defined in ARTICLE II. A Class A member shall be entitled to one vote for each lot owned by said member, as provided above.
- CLASS B The Class B member shall be the DECLARANT, and shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by ARTICLE II, provided that 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) Five (5) years from the date of this declaration.
- SECTION 2 In the event any house unit owner shall be in arrears in the payment of any amounts due under any of the provisions of this

Declaration for a period of fifteen (15) days, or shall be in default in the performance of any of the terms of this Declaration for a period of fifteen (15) days, said unit owner's right to vote as a member of the MANOR ESTATES HOME OWNERS ASSOCIATION shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION (1)(a) Maintenance: It is anticipated that residential dwelling units will be constructed on various lots within the project's property and that the ownership of individual units shall be evidenced by a deed of a lot together with the improvements thereon constituting a "house". Maintenance, upkeep and repairs of individual houses shall be the sole responsibility of the individual owners thereof and not in any manner the responsibility of the Board of Directors except as to the exterior and as to the yards as described hereinafter in this sub-paragraph and other related sub-paragraphs. In this connection, any residential lot which does not have an approved wall or fence enclosing the yard shall be maintained by the Association as part of the total Association expense. This special individual partial lot maintenance provision shall not apply, however, in any event to planting inside of the family residence, and will pertain to the maintenance of the said lot area as originally landscaped. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the property shall be taken by the Board of Directors or by its duly delegated representative. The powers, rights and duties of the Association and Board of Directors shall be as contained in this Declaration, and as may be adopted in its Articles and Bylaws not inconsistent herewith.

SECTION (1)(b) The Association, or its duly delegated representative, shall maintain and otherwise manage all property up to the enclosed portion lines of lots, including, but not limited to the landscaping, and ground keeping of the above-described lots, and such additional maintenance of the property as the Board of Directors shall from time to time determine to be in the best interest of the Association and the co-owners and shall maintain and otherwise manage the above-described property. The Board of Directors shall use a reasonably high standard of care in providing for the repair, management and maintenance of said property, so that said housing project will reflect a high pride of ownership.

SECTION 2. AGREEMENT TO PAY ASSESSMENTS: The DECLARANT as owner of the above described properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, 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 fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, 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 such 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, but such personal obligation and liability of the "owner" shall not be deemed to limit or discharge the charge on the land and continuing lien upon the property against which such assessment is made.

SECTION 3. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties and in particular for the improvement and maintenance of the properties related to the use and enjoyment of the houses situated upon the properties.

SECTION 4. ESTABLISHMENT, BASIS AND MAXIMUM OF ASSESSMENTS: DECLARANT and the owner of each such lots, for themselves, their heirs, successors and signs, further covenant that each such house shall be subject to an assessment in an amount to be determined by the Association in the following manner:

- (a) Such house unit's pro rata share of the actual cost to the Association of all taxes, repair, construction, replacement and maintenance of the house units as may from time to time be authorized by the Board of Directors, and other facilities and activities including, but not limited to, mowing grass, caring for the grounds, sprinkler system, and other charges required by this Declaration of Covenants, Conditions and Restrictions; Such total Association cost would include the maintenance of those yard areas referred to hereinbefore wherein there were no walls or approved fences enclosing the yard areas, with such Association maintenance limited to the maintenance of such yard areas in accordance with the original landscaping and fencing.
- (b) Such house unit's pro rata share of such sum as the Board of Directors of the Association shall determine to be fair and prudent for the establishment and maintenance of a reserve for repair, maintenance, and other charges as specified herein, including fire and other hazard insurance premiums as hereinafter provided, and a liability insurance policy in the face amount of not

less than \$500,000.00, which policy, in addition to public liability shall cover repair and construction work to all of the assets and property owned by or to be maintained by the Association. The disposition of liability insurance proceeds shall be made upon majority vote of the Board of Directors, but in all events shall be used to and for the purpose of the Association;

- (c) Such house unit's pro rata share of such additional sum as the Board of Directors of the Association shall determine to be necessary to meet the primary purposes of the Association;
- (d) Each house unit's pro rata share shall be determined based upon the total number of house units that exist at a particular time. A house unit shall exist for purposes of the calculation if a certificate of occupancy has been issued or if the house unit qualifies for the issuance of such a certificate of occupancy by the city of Gillette.
- (e) The amount to be pro-rated among the members of the Association pursuant to sub-paragraphs (a), (b), (c), (d), and (e) above shall be established annually by the Board of Directors.
- (f) An annual report shall be prepared by such party as the Board of Directors shall order. The exact date for the annual report shall be determined by the Board of Directors. The Board of Directors shall meet with the management corporation or other party preparing said report within forty (40) days following the preparation of same to discuss and set the rate for the current year.
- (g) At the time that the house unit is deemed to exist and from time to time thereafter, the Board of Directors, or the designated representative, shall notify the owner, or owners, of each house unit as to the amount of the estimated annual assessment and shall each month collect for each house unit, one-twelfth (1/12th) of said house unit's proportional share of said annual assessment.
- (h) Until the end of the first fiscal year immediately following the date at which a house unit is deemed to exist, the maximum monthly assessment shall be determined by the Association from time to time. From and after the end of said first fiscal year, the maximum monthly assessment may be increased thereafter, effective the first day following the end of each fiscal year, by a majority vote of the owners as provided for hereinafter for such annual assessment determination.

SECTION 5. SPECIAL ASSESSMENTS: In addition to any other assessments authorized by this Declaration, the Association's Board of Directors shall have the right and power to provide for the construction of additional recreational and other common facilities, or the alteration, demolition or removal of existing recreational and other common facilities, from time to time, as in their discretion appears to be in the best interests of the Association and the house project. Any such alteration, demolition, removal, construction, improvements or additions, or charges for maintenance or services, increasing the owners' annual assessment over the then maximum limitation, shall be authorized by an affirmative vote of three-fourths (3/4) of the Board of Directors at a duly called meeting at which a quorum is

present, and ratified and approved by the affirmative vote of sixty-six percent (66%) of the members present.

For purposes of this Section 5, the presence at a duly called meeting of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called by sending written notice to all members not less than thirty (30) days not more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting, and the required quorum at any such 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. 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. EFFECT OF NONPAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION: Each house owner, for himself, his heirs, successors, grantees and assigns, covenants that with respect to charges so determined during the period that he is an owner, he will remit these charges directly to the management corporation, or to such other party, or parties, as directed by the Association's Board of Directors.

Any Assessments which are not paid when due shall be delinquent. Each house owner further agrees that these charges, if not paid within twenty (20) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum and shall become a lien on the lot, junior to the lien created by any prior recorded mortgage.

Each such owner expressly vests in the MANOR ESTATES HOME OWNERS ASSOCIATION, or its agents, the right and power to bring all actions and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage of real property, and such owner hereby expressly grants to the Association and shall be for the benefit of all other house owners. The Association, acting on behalf of the unit owners, shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. In the event any person,

corporation or association authorized to enforce the provisions of the Declaration employs an attorney, or attorneys, to enforce said lien or the collection of any amounts due pursuant to this Declaration, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, the owner, owners, and parties against whom the action is brought shall pay all attorney's fees and costs thereby incurred by said enforcing party in the event said enforcing party prevails in any such action.

No owner of a house may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements or by the abandonment of his house unit or by intentional delaying issuance of or qualification for a certificate of occupancy.

ARTICLE V

PARTY WALLS

The rights and duties of the owners of houses within this housing project with respect to party walls shall be governed by the following in the event that there would be any party walls constructed in any parts of the said Manor Estates Subdivision:

- (a) Each wall, including patio walls, which is constructed as a part of the original construction of the house structure, any part of which is placed on the dividing line between separate house units, shall constitute a party wall. With respect to any such wall, each of the adjoining owners shall assume the burdens and be entitled to the benefits of these restrictive covenants, and to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.
- (b) In the event any such party wall is damaged or destroyed through the act of one adjoining owner, or any of his guests, tenants, licensees, agents or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly without cost to the adjoining owner.
- (c) In the event any such part wall is damaged or destroyed by some cause other than the act of one of the adjoining owners, his agents, tenants, licensees, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event both such adjoining owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly at their joint expense.
- (d) Notwithstanding any other provision of this article, an owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (e) The right of any owner to contribution from any other owner under this article shall be appurtenant to the land and shall pass to such owner's successors in title.

- (f) In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulations or ordinances, any owner posing to modify, make additions to, or rebuild his house in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining owner.
- (g) In the event of a dispute between owners with respect to the repair or rebuilding of a party wall, or with respect to the sharing of the cost thereof, then upon written request of one of such owners addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by each of the owners and the third by the two so chosen. A determination of the matter signed by any two of the three arbitrators shall be binding upon the owners, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after receipt of a request in writing for arbitration from the other party, then said other party shall have the right and power to choose both arbitrators.
- (h) These covenants shall be binding upon the heirs and assigns of any owners.

ARTICLE VI

ARCHITECTURAL REVIEW COMMITTEE

The Committee. There is hereby established an Architectural Review Committee consisting of three (3) members all of whom shall be appointed by the DECLARANT. The aforesaid members of the Architectural Review Committee shall serve at the pleasure of the DECLARANT. The vote of a majority of the members shall constitute the action of the Architectural Review Committee.

No improvements shall be constructed, erected, placed, altered, maintained or permitted on any of the Property nor shall any construction or excavation whatsoever be commenced or materials, equipment, or construction vehicles be placed on any lot until plans and specifications with respect thereto in manner and form satisfactory to the Architectural Review Committee showing the proposed improvements, site location of such improvements, complete building plans and material specifications and all exterior elevations, materials and colors, landscaping, grading, easements and utilities and such other information as may be requested by said Committee have been submitted to and approved in writing by the Architectural Review Committee. The Architectural Review Committee shall have the right to charge persons submitting such plans a reasonable fee for reviewing each application.

Approval shall be based among other things on conformity and harmony of exterior design, colors and material with neighboring structures, relation of the proposed

improvements to the natural topography, grade and finish elevation of the structure to that of the neighboring structures and natural features of the property and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Architectural Review Committee shall have the right to require an improved landscaping plan. The Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

If the Architectural Review Committee fails either to approve or disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within twenty (20) days after the same have been submitted to it (provided that all required information has been submitted) it shall be conclusively presumed that said plans and specifications have been approved, subject, however, to the restrictions contained in Article V hereof. The Architectural Review Committee shall notify the Owner in writing within ten (10) days after receipt of plans and specifications if additional information is needed, and the aforesaid twenty (20) day period shall commence on the date of said notification, and if no notification is given the twenty (20) day period shall commence on the eleventh (11th) day after receipt of plans and specifications.

Neither the Architectural Review Committee nor the DECLARANT shall be liable in damages to anyone submitting plans to them for approval or to any Owner by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve such plans and specifications. Every Owner or other person who submits plans to the Architectural Review Committee for approval agrees by submission of such plans and specifications that he will not bring any action or suit against the Architectural Review Committee or the DECLARANT to recover any such damages. Approval by the Architectural Review Committee or the DECLARANT shall not be deemed to constitute that the plans comply with the requirements of any local building codes and it shall be the responsibility of the Owner or other persons submitting the plans to the Architectural Review Committee to comply therewith.

Until December 31, 1995, unless voluntarily relinquished at an earlier date, the DECLARANT in its own name and on behalf of the Architectural Review Committee shall have the right to enforce these covenants, conditions and restrictions. Additionally, until the date aforesaid, at the request of the DECLARANT or at the request of the Architectural

Review Committee at any time of the duration of these covenants the Association shall have the right to enforce these covenants. DECLARANT reserves the right to transfer at any time its duties or responsibilities of the Architectural Review Committee pursuant to these covenants to the Association whereupon said Association shall have the right and the duty to enforce these covenants and to restrain any violation hereof.

Variances. Where circumstances such as topography, hardship, location of property lines, location of trees, brush, streams or other matter require the Architectural Review Committee may by an affirmative vote of the majority of the members of said Committee allow a reasonable variance as to any of the covenants and restrictions contained in this instrument on such terms and conditions as it shall require. The Architectural Review Committee shall develop a design review standard which shall govern their actions in respect to granting any variances. The design review standard will be maintained in a documentary form and will detail every variance granted and the reasons for granting same.

Books and Records. The Architectural Review Committee shall keep and safeguard a complete written record of all applications approved and submitted to it and all actions taken by it under the provisions of the DECLARATION. Said records shall be maintained for a minimum of five (5) years after approval or disapproval.

ARTICLE VII

EXTERIOR MAINTENANCE

SECTION (1)(a). The Association, or its duly delegated representative, shall maintain and otherwise manage all property, including but not limited to, the landscaping, parking areas, common elements, and such additional maintenance as the Board of Directors shall from time to time determine to be in the best interest of the Association and the co-owners. Lawn area and/or plants and shrubs that are installed by the developer or subsequently by the Association, between the lot line and the house shall be maintained by the Association, provided the yard is not enclosed with an approved fence. Maintenance and repair of the exterior of the individual house units, including roof (excluding windows, doors, and garage doors) shall be the obligation and expense of the Association. In these matters it is understood that the Association would maintain the yard for lots as defined in subsection (1)(a) above, wherein there is no wall enclosing the yard areas on any lot as the Association would, in such instance, maintain the said real yard area as originally landscaped.

SECTION (1)(b). In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, guests or invitees, the cost of such maintenance or repairs to his house and lot shall be added to and become a part of the assessment to which such lot is subject.

ARTICLE VIII

INTERIOR AND OTHER MAINTENANCE

SECTION 1. Each owner shall be responsible for the upkeep and maintenance of the interior of his house and for the upkeep and maintenance of all other areas, features or parts of his house and property not otherwise maintained by the Association. All fixtures and equipment installed within a house unit, commencing at the lot line, shall be maintained and kept in repair by the owner thereof. Termite control shall be the responsibility of the owner. An owner shall do no act nor any work that will impair any easement hereditament, nor do any act nor allow any condition to exist which will adversely affect the other house units or their owners. In the event the Board of Directors of the Association determine that any owner was not properly repairing and keeping the said residential premises in such condition as reflecting the intention of this subsection, then in such event after fifteen (15) days written notice by the Association to said lot owner, may they perform such necessary maintenance or repairs on a special assessment basis to be charged to the individual lot owner for the actual cost of such repairs or maintenance so performed by the Association.

ARTICLE IX

DAMAGE OR DESTRUCTION OF PROPERTY

In the event any house is damaged or destroyed by an owner or any of his guests, tenants, licensees, agents, or members of his family, such owner shall, with the thirty (30) days from the date of occurrence and any damage to adjacent houses or property in a good workmanlike manner in conformance with the original plans and specifications used in the construction of said houses. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the house and adjacent property within said thirty (30) day period, the Association, by and through its Board of Directors, is hereby irrevocably authorized in its discretion by such owner to repair and rebuild any such house and/or adjacent property in a good workmanlike manner, in conformance with the original plans

and specifications of the houses. The owner shall then repay the Association in the amount actually expended for such repairs.

Each house owner further agrees that these charges for repairs, if not paid within ten (10) days after completion of the work, shall be delinquent and shall become a lien upon said owner's lot and house and shall continue to be such lien until fully paid. Said charges shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum. The amount of principal and interest owed by said owner to the Association shall be a debt and shall be collectible by any lawful procedure allowed by the laws of the State of Wyoming.

Each such owner, by his acceptance of a deed to a lot and house, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such owner for the collection of such charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including those specified in Article IV, Section 4 sub-paragraphs (a), (b), (c), (d) and (e) above, and such owner hereby expressly grants to the Association a power of sale in connection with said lien.

Nothing contained in this ARTICLE IX shall be construed in any way so as to relieve any insurance company from the payment of any and all amounts which would be payable under any policy, or policies, had not this Article been inserted.

In the event of a dispute between an owner and the Board of Directors with respect to the cause of damage or the extent of repairs necessitated or with respect to the cost thereof, then upon written request of the owner, addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association or its Board of Directors. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by the Board of Directors, one chosen by the owner, and these two arbitrators shall then choose a third arbitrator. If the two arbitrators cannot agree as to the selection of the third arbitrator. A determination by any two of the three arbitrators shall be binding upon the owner and the Association, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after receipt of a request in writing for arbitration from the other party, then said other party shall have the right and power to choose both arbitrators.

ARTICLE X
INSURANCE

The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain casualty insurance and insurance for public liability policy covering 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. All such insurance coverage obtained by the Board of Directors shall be written in the name of MANOR ESTATES HOME OWNERS ASSOCIATION. If owner elects to obtain additional insurance, such insurance may be written in the name of the individual owners.

ARTICLE XI
USE RESTRICTIONS

SECTION 1. Each lot in the premises shall be known as, and limited in use, to a single family house lot and construction thereon shall be limited to a house no more than two stories in height. All buildings or structures erected upon said premises shall be of new construction, and no buildings or structures shall be moved from other locations onto said premises. No subsequent buildings or structures other than houses shall be built on any lot. No structures of temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any portion of the premises at any time as a residence either temporarily or permanently.

SECTION 2. No noxious or offensive activity may be carried on or permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, nor shall any part of the premises be used for business, professional, commercial, religious, or institutional purposes; provided, however, the foregoing restrictions shall not apply to the business or activities or the construction and maintenance of buildings by the builder, its agents and assigns during the construction and sale period, and/or the Association in furtherance of its powers and purposes as herein set forth.

SECTION 3. No domestic animals totaling more than two (2) generally recognized house or yard pets may be maintained on any lot. No animals maintained on the premises shall be larger than twenty (20) pounds in weight. All such pets shall at all times be kept under control by their owners while anywhere on the property. Animals shall not be

permitted to roam at will, and at the option of the DECLARANT or Association, steps may be taken to control any animal not under the immediate control of its owners, including the right to impound animals not under such control, and charge substantial fees to their owner for their return. No horses shall be kept or otherwise maintained within the property.

SECTION 4. No children's recreational equipment, tanks used for storage of gas, oil, water or other, refrigeration or heating apparatus, or exterior lighting apparatus except as installed by the developer, shall be permitted.

Each lot shall have a city-approved trash container. All rubbish, trash, or garbage shall be kept in such containers and not allowed to accumulate on the premises; any rubbish, garbage or trash not capable of being kept in said containers, shall be kept in other appropriate containers and kept in owners garage until the date of pickup by the city, or by a trash collection service. No rubbish, trash, or garbage shall be burned on the premises. Incinerators of every kind shall be prohibited.

SECTION 5. Gas, electric, power, telephone, water, sewer, cable television and other utility or service lines (used for the general benefit of the lot owners) and other utility lines of every kind or character (whether now or hereafter invented or used) shall be placed and kept underground up to the walls of the buildings on the premises (except to the extent, if any, such underground placement may be prohibited by law or, by the nature of the service to be rendered, such underground placement prevents the lines from being functional). This restriction shall apply to the service and utility lines for each and every lot and the common areas, as well as to the distribution lines located in the streets or elsewhere in the subdivision. However, the foregoing shall not prohibit service pedestals and aboveground switch cabinets and transformers, where required.

SECTION 6. Except in the individual patio areas, no planting or gardening shall be done. No hedges or walls shall be erected or maintained upon said premises except such as are installed in accordance with the original construction of the buildings located thereon or as approved by the Architectural Review Committee of MANOR ESTATES HOME OWNERS ASSOCIATION.

SECTION 7. Fences or walls not to exceed six and one-half (6½) feet in height, may be permitted on the lot line beyond the rear perimeter wall of the house where indicated by the builder's particular model plans and as shown on those original house plans.

All other fences or walls not to exceed thirty (30) inches in height, may be permitted subject to the following:

No fences shall be built beyond twenty (20) feet of the perimeter of the rear of the unit. No fences shall be built in front of the front perimeter of any house.

Any fence, wall, or structure must be approved by the Architectural Review Committee of the Association, which shall have the discretion to consider and approve variances and/or require variances in such color and/or material and/or height as may from time to time be so determined by the said Association Board, to be in the best interest of the overall development.

SECTION 8. No radio, television, and other antennas of every kind or nature, clotheslines, or garden sheds shall be placed or maintained upon the lots.

SECTION 9. No sign (other than a name and address sign, not exceeding 9" x 30" in size) of any nature whatsoever shall be permitted on any lot; provided, however, that one sign of not more than five (5) square feet may be temporarily erected or placed on a lot for the purpose of advertising the property for sale or rent; and provided further, that during the construction and sale of buildings, the builder may erect such signs as are approved (prior to erection) by MANOR ESTATES HOME OWNERS ASSOCIATION, and provided further, that this restriction shall not apply to the activities of the Association in furtherance of its powers and purposes as herein set forth.

SECTION 10. No trucks, buses, trailers, boats, campers, etc. (other than passenger automobiles) shall be permitted on any lot in any year without prior written approval each year from MANOR ESTATES HOME OWNERS ASSOCIATION with respect to the manner of screening or concealing the same from view of neighboring property and streets.

SECTION 11. None of the lots shall be resubdivided into smaller lots or conveyed or encumbered in less than the full original dimensions shown on the plat of this subdivision. Nothing herein shall prevent the dedication or conveyance of or granting of easements over portions of lots for public utilities or other public or quasi-public purposes, in which event the remaining portion of any such lot shall, for the purpose of these restrictions, be considered as a whole lot.

SECTION 12. The common elements shall remain undivided, and shall at all times be owned by the Association, or its successors, it being agreed that this restriction is

necessary in order to preserve the rights of the owners with respect to the operation and management of the common elements.

ARTICLE XII

EASEMENTS

(a) There is hereby created a blanket easement upon, across, over, and under the above-described premises for ingress, egress, installation, replacing, repairing, and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television cable or communication lines and systems, inc.; and for maintenance of lawns and/or plants and shrubs located between the perimeter of walls and the lot line, provided this area is not fenced or walled and provided the area is to be maintained by the Association. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on said property and (subject to the requirements of ARTICLE XI, Section 5) to affix and maintain wires, circuits, and conduits on, in, and under the roofs and exterior walls of said houses. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on said premises except as initially located on the plot or thereafter approved by the Association's Board of Directors. This easement shall in no way affect any other recorded easements on said premises.

(b) Each lot shall be subject to an easement for encroachments created by construction, settling, overhangs, fireplace perimeter walls, footings, architectural projections (such as pilasters, masonry sills, beam ends, etc.) as designed or constructed by the original builder. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the structure is partially or totally destroyed and then rebuilt, the owners of lots agree that minor encroachments of parts of the adjacent houses due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

ARTICLE XIII

RIGHTS AND DUTIES OF FIRST MORTGAGEE

Notwithstanding and prevailing over any other provisions of this Declaration, of the Association's Articles of Incorporation or Bylaws, or any rules, regulations of management

agreements, the following provisions shall apply to and benefit each holder of a first mortgage upon a house unit (called the first mortgagee):

- (a) The first mortgagee shall not in any case or manner be personally liable for the payment of any assessment or charge, nor for the observance or performance of any covenant, restriction, regulation, rule, Association Articles of Incorporation or Bylaws, Management Agreement, except for those matters which are enforceable by injunctive or other equitable actions, nor requiring the payment of money, except as hereinafter provided.
- (b) During the pendency of any proceedings to foreclose the first mortgage, including any period of redemption, the first mortgagee (or any receiver appointed in such action) may, but need not, exercise any or all rights and privileges of the owner of the mortgaged house, including, but not limited to, the right to vote as a member of the Association to the exclusion of the owner's exercise of such rights and privileges.
- (c) At such time as the first mortgagee shall become record owner of a lot, said first mortgagee shall be subject to all of the terms and conditions of these covenants, conditions and restrictions, including but not limited the obligation to pay for all assessments and charges accruing thereafter, in the same manner as any owner.
- (d) The first mortgagee, or any other party acquiring title to a mortgaged house unit through foreclosure suit or through any equivalent proceedings as such, but not limited to, the taking of a deed in lieu of foreclosure, shall acquire title to the mortgaged house unit free and clear of any lien authorized by or arising out of any of the provisions of this Declaration which secures the payment of any assessment for charges accrued prior to the final conclusion of any such foreclosure suit or equivalent proceeding, including the expiration date of any period of redemption, except as follows: Any such unpaid assessment against the house unit foreclosed against may be treated as an expense common to all of the house units, which expense may be collected by a pro rata assessment against the remaining unencumbered units, and which pro rata assessment may be enforced as a lien against each house unit in the manner provided for other assessments authorized in this Declaration. Any such unpaid assessment shall nevertheless continue to exist as the personal obligation of the defaulting owner of the respective house unit to the Association, and the Board of Directors shall use reasonable efforts to collect the same from the owner even after he is no longer a member of the Association. There shall be a lien upon the interests of the first mortgagee or other party which acquires title to a mortgaged unit by foreclosure suit or by equivalent procedures for all assessments authorized by this Declaration which accrue and are assessed after the date the acquirer has acquired title to the unit free and clear of any right of redemption.

ARTICLE XIV

GENERAL PROVISIONS

SECTION 1, Binding Effect and Enforcement. The covenants, conditions, charges, liens, reservations, easements and restrictions contained herein shall run with the land and shall be binding upon all persons purchasing, owning, leasing, subleasing, occupying, or otherwise having any interest in any lot on said property, their heirs, executors, administrators, successors, grantees, and assigns. After the date on which this instrument

has been recorded, these restrictions may be enforced by any one or more of the following:

(a) The Association or its Board of Directors, which shall have the right and duty to enforce the same and expend Association moneys in pursuance thereof; (b) The owner or owners of any lot, hereafter having jurisdiction of any nature whatsoever over or with respect to all or any part of the premises. Any person who acquires title to a lot, except through delivery of a sheriff's deed as a result of a foreclosure proceeding or by a deed of lieu of foreclosure, shall take title to such lot subject to the lien hereof for all charges pursuant to ARTICLES IV and IX that have accrued prior to such acquisition of title, and subject to the lien hereof for all said charges that shall accrue subsequent to the date said person takes title; and provided also, that the breach of any of said restrictions may be enjoined, abated or reviewed by appropriate proceedings, notwithstanding the lien or existence of any such mortgage. The personal obligation to pay the annual and special assessments as provided in ARTICLE IV, Section 2, of this instrument shall not pass to a successor in title unless the obligation is expressly assumed by the successor in title or unless, prior to such transfer of title as evidenced by the records of the County Clerk or other appropriate government agency, a lien for such assessments shall have been filed in writing with the County Clerk or other appropriate governmental agency. All instruments of conveyance of any interest of all or any part of said lots may contain the restrictions herein by reference to this instrument. However, the terms and conditions of this instrument shall be binding upon all persons affected by its terms, regardless of whether any reference is made to this instrument in the deed or other instrument of conveyance. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. In the event the Association employs an attorney, or attorneys, to enforce said lien or the collection of any amounts due pursuant to this Declaration, or to enforce compliance with or specific performance of the terms and conditions of this Declaration the owner, owners, and parties against whom the action is brought shall pay all attorney's fees and costs thereby incurred by any such enforcing party prevailing in any such action. Nothing herein shall be deemed to indicate that damages at law constitute an adequate remedy for violation of a restriction herein.

SECTION 2. Waiver or Abandonment. The waiver of, or failure to enforce, any breach or violation of such restrictions. The foregoing shall apply regardless of whether any

person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach of violation. No restriction contained herein shall be deemed to have been waived or abandoned unless this Declaration is amended to delete such restriction pursuant to ARTICLE XIV, Section 7.

SECTION 3, Equal Treatment of Owners. These restrictions shall be applied to all owners without discrimination.

SECTION 4, Severability. The invalidity of any one or more phrases, sentences, clauses, paragraphs, or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law, and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained therein should be invalid or should operate to render this agreement invalid, this agreement shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, or section or sections had not been inserted.

SECTION 5, Gender. The singular, wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

SECTION 6, Topical Headings. The marginal or topical headings of the paragraphs contained in this Declaration are for convenience only and do not define, limit or construe the contents of the paragraphs or of this Declaration.

SECTION 7, Amendment. These restrictions shall remain in full force and effect, unless revoked or amended by a Supplementary Declaration executed and acknowledged by DECLARANT before any sales to an owner other than a builder or contractor (held for resale) or after sales to any owner other than a builder or contractor (held for resale) by an amendment in writing, executed and acknowledged by the then owners of not less than three-fourths (3/4) of the lots in the premises which said instrument shall be recorded in the office of the County Clerk of Campbell County, Wyoming.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 7th day of June, ¹⁹⁹³~~1992~~.

D.O.L. LIMITED LIABILITY COMPANY

By: Ted L. Larson
Ted L. Larson, Operating Manager

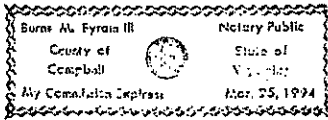
STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by TED L. LARSON, the Operating Manager of D.O.L Limited Liability Company, this 7th day of June, 1993.

Witness my hand and official seal

Burns Al. Fyrain III
Notary Public

My Commission Expires:



STATE OF WYOMING }
Campbell County } ss.
Filed for record this 7th day of June A.D. 1993 at 4:32 o'clock P.M. and recorded in Book 1243
of Photos on page 586-606 Fees \$ 46.00
Shirley E. Addison RECORDED ✓
County Clerk and Ex-Officio Register of Deeds. INDEXED ✓
CHECKED ✓
By Deputy Margaret Suedtkum 672264

