

488782

DECLARATION OF RESTRICTIVE AND
PROTECTIVE RESIDENTIAL COVENANTS FOR
PAINTBRUSH HILLS SUBDIVISION FILING NO. 2

HOUSING SERVICES, INC., fee owner of the following described real property located in the County of Campbell, State of Wyoming (hereafter "HSI"), to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 of Block 1, Lot 1 of Block 2, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 of Block 3, Lots 1, 2, 3, 4, 5, and 6 of Block 4, Lot 1 of Block 5, Lot 1 of Block 6 and Lot 1 of Block 7 of Paintbrush Hills Filing No. 2, a part of Sections 34 and 35, Township 44 North, Range 72 West, 6th P.M., County of Campbell, State of Wyoming, according to the plat thereof filed for record at Book 2 of Plats, pages 195 and 196 of the records of the County Clerk and Recorder, Campbell County, Wyoming,

hereby makes the following declaration as to limitations, restrictions, and uses to which certain lots within such subdivision (hereafter "the 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 persons or entities now or hereafter owning said lots and all persons claiming under them, and for the benefit of and limitation upon all future lot owners in the Subdivision, to-wit:

SECTION A. PURPOSE OF COVENANTS

The purpose of these restrictions is to insure the use of the lots referred to in Section B.1. hereof for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of said lots and adjacent property, and to maintain the desired tone of the community, and thereby to secure to each lot owner within the Subdivision the full benefit and enjoyment of his property, with no greater restriction on the free and undisturbed use of said lot than is necessary to insure the same advantages to other lot owners.

SECTION B. COVENANTS-RESIDENTIAL AREA:

1. The following restrictive covenants shall apply to Lots 1 through 7 of Block 1, Lots 1 through 13 of Block 3, and Lots 1 through 6 of Block 4 of Paintbrush Hills Filing No. 2:

- 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 recorded in the office of the County Clerk and Recorder of Campbell County, Wyoming.
- b. Building Location.
 - (i) No building shall be located on any lot nearer to the front lot line or nearer to the side street lot 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, 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 reserved as shown on the recorded plat of Paintbrush Hills Filing No. 2. 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 or 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 building 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 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.
- 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 and standards of the Wright Water and Sewer District, Wright, Wyoming. Approval of such system shall be obtained prior to commencement of construction from said District.
- 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 and standards of the Wright Water and Sewer District, Wright, Wyoming. Approval of such system shall be obtained prior to commencement of construction from said District.

1. 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 or common area.
- 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.
- o. Mobile Homes and Trailers. No mobile home or trailer shall be temporarily or permanently placed, parked, erected, or maintained on any

lot, for residential purposes, for incidental use or for any other purpose whatsoever.

This restriction shall not apply to any trailer parked wholly within a garage on any lot.

(i) "Mobile Home", as used in this Declaration, means a structure, transportable in one or more sections, which is eight feet or more in width and is thirty-two feet or more in length and which is built on a permanent chassis and designed to be used when connected to required utilities as a dwelling, with or without permanent foundation.

(ii) The intent of this covenant is to restrict the use of the lots to private dwellings of a conventional nature, and to exclude all other structures except necessary out buildings. This covenant shall not exclude factory-built modular housing of a conventional type, although not constructed on the premises.

p. Vehicular Access to Lots. No driveway, curb cut for vehicular access to any lot, or curb cut for any other purpose shall be permitted on any side, rear, or front lot line adjacent to Wright Boulevard or on the curved portion of any lot line facing the intersection of Wright Boulevard and any side street.

SECTION C. DURATION AND AMENDMENT:

1. Duration:

This Declaration, and any amendments hereto, shall remain in effect until December 31, 2009 unless sooner terminated as hereinafter provided.

2. Amendment:

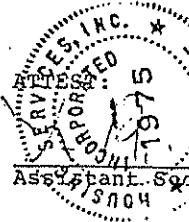
This Declaration may be amended or terminated or extended for successive 20-year terms by an instrument

in writing executed and acknowledged by HSI and by owners of more than onehalf of the lots within the Subdivision other than land then owned by HSI, or if at such time HSI does not own land in the Subdivision, by an instrument in writing executed and acknowledged by the owners of more than two-thirds of the lots in the Subdivision. Amendments made pursuant to the provisions of this Section C.2. shall inure to the benefit of and be binding upon the owners of all land in the Subdivision, and any others having an interest therein, their respective heirs, successors and assigns. A certificate of a licensed abstract company showing record ownership of the land shall be evidence of such ownership and status for voting purposes.

IN WITNESS WHEREOF, the undersigned owner has hereunto set its hand and seal to this Declaration as of the 30th day of November, 1979.

HOUSING SERVICES, INC.

U.S.S.

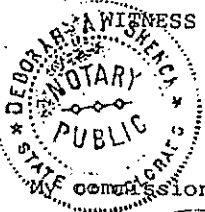

R. E. Huff
Assistant Secretary

By R. E. Huff
R. E. Huff, Vice President

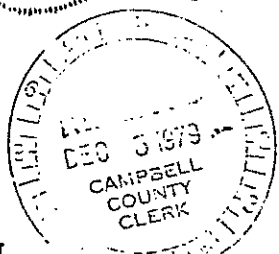
STATE OF COLORADO)
CITY AND COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me by R. E. Huff as Vice President of HOUSING SERVICES, INC., a Delaware corporation, this 30th day of November 1979.

WITNESS my hand and official seal.



Rebecca G. Shaver
Notary Public



STATE OF WYOMING
Campbell County }
Filed for record this 5th day of Dec. 488782
A. D. 1979 at 2:42 o'clock P. M. and re-
corded in Book 491 of Photo RECORDED
on page 289 Fees \$ 17.00 ABSTRACTED
INDEXED
CHECKED
William E. Addison
County Clerk and Ex-Officio Register of Deeds
By Joseph M. Nelson
Deputy

488783

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS FOR LOTS DESIGNATED AS CHURCH SITES IN PAINTBRUSH HILLS SUBDIVISION FILING NO. 2

HOUSING SERVICES, INC., fee owner of the following described real property located in the County of Campbell, State of Wyoming (hereafter "HSI"), to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 of Block 1, Lot 1 of Block 2, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 of Block 3, Lots 1, 2, 3, 4, 5 and 6 of Block 4, Lot 1 of Block 5, Lot 1 of Block 6 and Lot 1 of Block 7 of Paintbrush Hills Filing No. 2, a part of Sections 34 and 35, Township 44 North, Range 72 West, 6th P.M., County of Campbell, State of Wyoming, according to the plat thereof filed for record at Book 2 of Plats, pages 195 and 196 of the records of the County Clerk and Recorder, Campbell County, Wyoming,

hereby makes the following declaration as to limitations, restrictions, and uses to which certain lots within such subdivision (hereafter "The 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 persons or entities now or hereafter owning said lots and all persons claiming under them, and for the benefit of and limitation upon all future lot owners in the Subdivision, to-wit:

SECTION A. PURPOSE OF COVENANTS:

The purpose of these restrictions is to insure the use of the lots listed in Section B.1 hereof for church purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of said lots and adjacent lots, and to maintain the desired tone of the community, and thereby to secure to each lot owner within the Subdivision the full benefit and enjoyment of his property, with no greater restriction on the free and undisturbed use of said lot than is necessary to insure the same advantages to other lot owners.

SECTION B. COVENANTS-LOTS DESIGNATED AS CHURCH SITES:

1. The following lots and blocks within the Subdivision are hereby designated as church sites:

Amended 5/24/89

Church Site No. 1 -- Lots 8, 9, 10 and 11 of Block 1
and Lot 1 of Block 2

Church Site No. 2 -- Lot 1 of Block 7

2. The following restrictive covenants shall apply to the lots within the church sites designated in Section B.1. hereof:

- a. Land Use and Building Type. Each of the sites designated in Section B.1. hereof shall be used solely for the purpose of erecting and operating a church and related structures thereon for the conduct of periodic religious services and other church-related affairs. No building shall be erected, altered, placed or permitted other than a church and related structures, none of which shall exceed fifty (50) feet in height. No lot included in either site shall be further subdivided after the date on which this Declaration is recorded by the County Clerk and Recorder of Campbell County, Wyoming.
- b. Building Location.
 - (i) No building shall be located on any lot nearer to the front lot line or nearer to the side street lot 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 purpose 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.

- (iv) For the purpose of applying this covenant to Church Site No. 1, the term "interior lot line" shall mean and exclusively refer to the common boundary line of Lots 7 and 8 of Block 1 and the term "rear lot line" shall mean and refer to the common boundary line of Lot 1 of Block 2 and Tract A.
- 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 signs of any kind shall be displayed to the public view on either of the sites designated in Section B1. above except one sign of not more than twenty-four (24) square feet identifying the church to be erected on the property.

- g. 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 and standards of the Wright Water and Sewer District, Wright, Wyoming. Approval of such system shall be obtained prior to commencement of construction from said District.
- h. 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 and standards of the Wright Water and Sewer District, Wright, Wyoming. Approval of such system shall be obtained prior to commencement of construction from said District.
- i. 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.

- j. Land Near Parks. No buildings 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 or common area.
- k. Parking of Vehicles. A minimum of one parking place shall be provided within each of the sites designated in Section B.1. hereof for each 200 square feet of finished floor space within the structures erected on said site.
- l. Mobile Homes and Trailers. No mobile home or trailer shall be temporarily or permanently placed, parked, erected, or maintained on any lot, for residential purposes, for incidental use or for any other purpose whatsoever. This restriction shall not apply to any trailer parked wholly within a garage on any lot.
 - (i) "Mobile Home", as used in this Declaration, means a structure, transportable in one or more sections, which is eight feet or more in width and is thirty-two feet or more in length and which is built on a permanent chassis and designed to be used when connected to required utilities as a dwelling, with or without permanent foundation.
 - (ii) The intent of this covenant is to restrict the use of the lots to church buildings and related structures of a conventional nature, and to exclude all other structures except necessary out buildings. This covenant shall not exclude factory-built modular housing of a conventional type, although not constructed on the premises.

- m. Vehicular Access to Lots. No driveway, curb cut for vehicular access to any lot, or curb cut for any other purpose shall be permitted on any side, rear, or front lot line adjacent to Wright Boulevard or on the curved portion of any lot line facing the intersection of Wright Boulevard and any side street without the prior written consent of Housing Services, Inc.

SECTION C. DURATION AND AMENDMENT:

1. Duration:

This Declaration, and any amendments hereto, shall remain in effect until December 31, 2009 unless sooner terminated as hereinafter provided.

2. Amendment:

This Declaration may be amended or terminated or extended for successive 20-year terms by an instrument in writing executed and acknowledged by HSI and by owners of more than one-half of the lots within the Subdivision other than land then owned by HSI, or if at such time HSI does not own land in the Subdivision, by an instrument in writing executed and acknowledged by the owners of more than two-thirds of the lots in the Subdivision. Amendments made pursuant to the provisions of this Section C.2. shall inure to the benefit of and be binding upon the owners of all land in the Subdivision, and any others having an interest therein, their respective heirs, successors and assigns. A certificate of a licensed abstract company showing record ownership of the land shall be evidence of such ownership and status for voting purposes.

IN WITNESS WHEREOF, the undersigned owner has hereunto set its hand and seal to this Declaration as of the 30th day of November, 1979.

HOUSING SERVICES, INC.

By R. E. Huff
R. E. Huff, Vice President

w.p.s



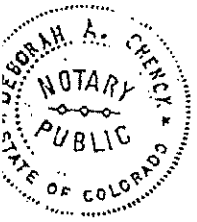
Assistant Secretary
STATE OF COLORADO)
CITY AND COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me by R. E. Huff, as Vice President of HOUSING SERVICES, INC., a Delaware corporation, this 30th day of November, 1979.

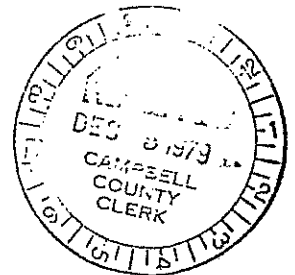
WITNESS my hand and official seal.

Abner A. Shuck
Notary Public

My commission expires: 1/03/81



STATE OF WYOMING)
Campbell County) ss.
Recorded for secured this 5th day of Dec. A. D., 1979 at 7:44 o'clock P. M. and recorded in Book 497
Photos on page 296 Fees \$ 76.00
558783
Shirley E. Addison RECORDED
County Clerk and Ex-Officio Register of Deeds ABSTRACTED
INDEXED
CHECKED
By Jeffrey Melton
Deputy



475949 AMENDED DECLARATION OF RESTRICTIVE
AND PROTECTIVE COVENANTS FOR LOTS
DESIGNATED AS CHURCH SITES IN
PAINTBRUSH HILLS SUBDIVISION FILING NO. 2

WHEREAS, HOUSING SERVICES, INC. filed that certain final plat of Paintbrush Hills Subdivision Filing No. 2 as recorded on July 26, 1979 at Book 2 of Plats, pages 195 and 196 of the records of the County Clerk and Recorder, Campbell County, Wyoming;

WHEREAS, HOUSING SERVICES, INC. filed that certain Declaration of Restrictive and Protective Covenants for Lots Designated as Church Sites in Paintbrush Hills Subdivision Filing No. 2 as recorded on December 5, 1979 at Book 491 of Photos, beginning at page 296 of the records of the County Clerk and Recorder, Campbell County, Wyoming (hereafter "the Declaration");

WHEREAS, HOUSING SERVICES, INC. filed that certain final plat of Amended Paintbrush Hills Subdivision No. 2 as recorded on January 16, 1980 at Book 2 of Plats, pages 4 and 5 of the records of the Clerk and Recorder of Campbell County, Wyoming (hereafter "the Amended Plat"); and

WHEREAS, HOUSING SERVICES, INC. desires to amend the Declaration to conform to the Amended Plat.

NOW THEREFORE, HOUSING SERVICES, INC., the owner of the following described real property located in the County of Campbell, State of Wyoming (hereafter "HSI"), to wit:

Lot 1 of Block 2 of Amended Paintbrush Hills Subdivision Filing No. 2, a part of Sections 34 and 35 of Township 44 North, Range 72 West, 6th P.M., County of Campbell, State of Wyoming, according to the plat thereof filed for record on January 6, 1980 at Book 3 of Plats, pages 4 and 5 of the records of Campbell County, Wyoming,

hereby amends the Declaration as follows:

1. The words "Lots 8, 9, 10 and 11 of Block 1 and" are hereby deleted from the description of the lots designated as Church Site No. 1 on the first two lines of page 2 of the Declaration.
2. The words "Lot 7 of Block 1 and Lot 1 of Block 2" are hereby substituted for the words "Lots 7 and 8 of Block 1" in the fourth and fifth lines of Section B.2.b(iv) of the Declaration.

IN WITNESS WHEREOF, the undersigned owner has hereunto set its hand and seal to this Amended Declaration as of the 27th day of March, 1980.

HOUSING SERVICES, INC.



[Signature]
Assistant Secretary.

By

[Signature]

F. C. Witmer, Vice President

L.S.

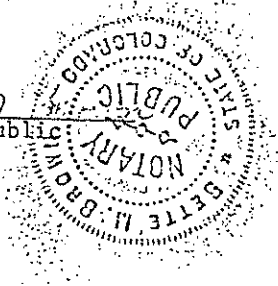
STATE OF COLORADO)
CITY AND COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me by F. C. Witmer, as Vice President of Housing Services, Inc., a Delaware corporation, this 1st day of April, 1980.

WITNESS my hand and official seal.

[Signature]

Notary Public



My commission expires: 6/27/83

STATE OF WYOMING

Campbell County

ss. 475919

Filed for record this 8th day of April

A. D. 19 80 at 2:00 o'clock P. M. and re-

corded in Book 504 of Photo RECORDED

on page 189 Fees \$ 6.00 ABSTRACTED

Shirley E. Addison INDEXED

County Clerk and Ex-Officio Register of Deeds CHECKED

By [Signature]

Deputy



DISCLOSURE STATEMENT
SUBDIVISION DEVELOPMENT OF
HOUSING SERVICES, INC.
WRIGHT, WYOMING

487204

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 consisely present all the facts related to purchasing or renting a housing unit within an approved subdivision in Campbell County.

The community of Wright is being developed by Housing Services, Inc., which is a subsidiary of Atlantic Richfield Company. The majority of land in Wright is presently under control of Housing Services, Inc. However, a few parcels of land have been sold to buildiers who are responsible for their development. The subdivisions which this statement applies to are as follows:

Latigo Hills Filing No. 1, 2, 3, 4, 5

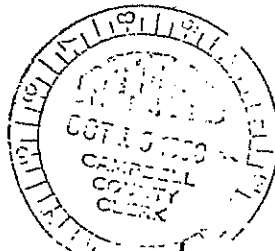
Paintbrush Hills Filing No. 1, 2

Ranchero Filing No. 1

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 are constructed by Housing Services, Inc., to standards approved by Campbell County. All streets have concrete curbs, gutters, and sidewalks, and have an asphalt surface. Maintenance, repair, and snow removal on all streets is the responsibility of Housing Services, Inc. Many of the responsibilities for improvements to and maintenance of the street system are governed by agreements between the Campbell County Board of Commissioners and Housing Services, Inc. At the time of filing of the subdivision, an agreement describing the specific improvements, and the maintenance thereof, is recorded. Each agreement to date, however, indentifies Housing Services, Inc., as the responsible party for maintenance of the street



system for the first 30-month period after the recording of the subdivision. After this 30-month period, Campbell County must decide whether it will accept the responsibility for the street system. If, for any reason, the County does not accept the street system on or before the expiration date, then Housing Services, Inc., shall be responsible for establishing or initiating an alternate means of repairing the system, which may include, but not be limited to, formation of a local improvement district, special district, municipal incorporation proceedings, an extension of a maintenance agreement, or a homeowners association.

II WATER SUPPLY

Potable water is available in Wright 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.

The current district charge for combined water and sewage treatment service is a flat rate of \$20.00 per month and is 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 and 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. The current district charge 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.

IV. RESTRICTIVE COVENANTS

Restrictive covenants have been adopted for each lot within the community of Wright. These covenants have been recorded and are on file with the Clerk and Recorder, Campbell County, Gillette, 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 Attorney's office does not and cannot legally enforce restrictive covenants. Restrictive covenants are an agreement among and between individual property owners.

V. ASSOCIATION FEES

There are currently no homeowners or landowners association within the community of Wright, and therefore no accompanying fees.

VI. GARBAGE DISPOSAL

Solid waste disposal is available through a private disposal company. 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 throughout the community, and service requires a hook-up to the main system. Current installation charges for a two-jact telephone hook-up are approximately \$45. This charge will be the responsibility of the homeowner.

VII. 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 each of the developments in the community, 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 Housing Services, Inc., is responsible for construction as well as maintenance of the signs. The condition described in Item 1, which defines the long-term alternatives to maintenance, is also applicable to traffic control devices. Enforcement of traffic control is by the Campbell County Sheriffs Department.

X. STREET LIGHTING

Street lights have been designed and installed after consultation with Tri-County electric Association. Housing Services, Inc., is responsible for installation and maintenance of the street lights in Wright. The condition described in Item 1, which defines the long term alternatives to maintenance, is also applicable to street lighting.

XI. DRAINAGE

An overall drainage study was conducted for the property, and the findings have been incorporated into the design and construction of various culverts and drainage structures in the community. Housing Services, Inc., as developer of the community, is responsible for construction and maintenance of drainage structures within the community. The condition described in Item 1, which defines the long-term alternatives to maintenance, is also applicable to drainage.

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 developemnt standards for each of the tracts of land. Enforcement of these covenants is between the homeowners. Housing Services has an overall comprehensive development plan for Wright, Wy., 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. A copy of this plan may be obtained from Housing Services, Inc. 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. Virtually all units within the community have 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 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 per year.

XVII. SCHOOLS

Elementary - The Cottonwood Elementary School is located within the community of Wright. This facility services grades K through 8th, 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.

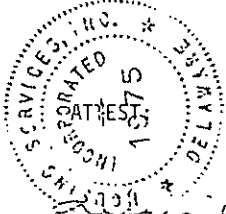
Senior High - The Campbell County Senior High School is located in Gillette and requires students to be transported via bus. The same schedule which is used by junior high students is also applicable to senior high students.

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.

IN WITNESS WHEREOF, the undersigned owner has hereunto set its hand and seal to this Disclosure Statement as of this 7th day of 5th October, 1980.

HOUSING SERVICES, INC.



R. E. Huff
R. E. HUFF
Vice President

William C. Helms
Assistant Secretary

(Seal)

STATE OF COLORADO }
CITY & COUNTY OF DENVER } ss.

The foregoing instrument was acknowledged before me by R. E. HUFF, as Vice President of HOUSING SERVICES, INC., a Delaware corporation, this 7th day of October, 1980.

WITNESS MY HAND AND OFFICIAL SEAL.

Robert A. Shuman
Notary Public

My Commission Expires:

1/03/81



STATE OF WYOMING }
Campbell County } ss.

Filed for record this 10th day of October A. D., 1980 at 9:28 o'clock A M. and recorded in Book 526 of Photos on page 531 Fees \$ 25.25

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

RECORDED
ABSTRACTED
INDEXED
CHECKED

By William E. Addison
Deputy

AMENDED

487205

DECLARATION OF RESTRICTIVE AND
PROTECTIVE RESIDENTIAL COVENANTS FOR
PAINTBRUSH HILLS SUBDIVISION FILING NO. 2

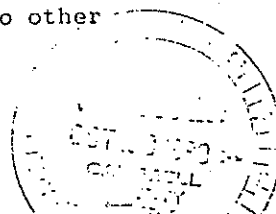
HOUSING SERVICES, INC., fee owner of the following described real property located in the County of Campbell, State of Wyoming (hereafter "HSI"), to-wit:

Lots 1, 2, 3, 4, 5, 6, and 7 of Block 1,
Lot 1 of Block 2, Lots 1, 2, 3, 4, 5, 6,
7, 8, 9, 10, 11, 12, and 13 of Block 3,
Lots 1, 2, 3, 4, 5, and 6 of Block 4, and
Lot 1 of Block 7 of Paintbrush Hills Filing
No. 2, a part of Sections 34 and 35,
Township 44 North, Range 72 West, 6th P.M.,
County of Campbell, State of Wyoming,
according to the plat thereof filed for
record at Book 2 of Plats, pages 195 and
196 of the records of the County Clerk and
Recorder, Campbell County, Wyoming,

hereby makes the following declaration as to limitations, restrictions, and uses to which certain lots within such subdivision (hereafter "the 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 persons or entities now or hereafter owning said lots and all persons claiming under them, and for the benefit of and limitation upon all future lot owners in the Subdivision, to-wit:

SECTION A. PURPOSE OF COVENANTS

The purpose of these restrictions is to insure the use of the lots referred to in Section B.1. hereof for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of said lots and adjacent property, and to maintain the desired tone of the community, and thereby to secure to each lot owner within the Subdivision the full benefit and enjoyment of his property, with no greater restriction on the free and undisturbed use of said lot than is necessary to insure the same advantages to other lot owners.



SECTION B. COVENANTS-RESIDENTIAL AREA:

1. The following restrictive covenants shall apply to Lots 1 through 7 of Block 1, Lots 1 through 13 of Block 3, and Lots 1 through 6 of Block 4 of Paintbrush Hills Filing No. 2:

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 recorded in the office of the County Clerk and Recorder of Campbell County, Wyoming.

b. Building Location.

(i) No building shall be located on any lot nearer to the front lot line or nearer to the side street lot 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 an 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 reserved as shown on the recorded plat of Paintbrush Hills Filing No. 2. 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 building 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 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.
- 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 and standards of the Wright Water and Sewer District, Wright, Wyoming. Approval of such system shall be obtained prior to commencement of construction from said District.
- 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 and standards of the Wright Water and Sewer District, Wright, Wyoming. Approval of such system shall be obtained prior to commencement of construction from said District.

1. 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 or common area.
- 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.
- o. Mobile Homes and Trailers. No mobile home or trailer shall be temporarily or permanently placed, parked, erected, or maintained on any

lot, for residential purposes, for incidental use or for any other purpose whatsoever.

This restriction shall not apply to any trailer parked wholly within a garage on any lot.

- (i) "Mobile Home", as used in this Declaration, means a structure, transportable in one or more sections, which is eight feet or more in width and is thirty-two feet or more in length and which is built on a permanent chassis, having a metal frame, and designed to be used when connected to required utilities as a dwelling, with or without permanent foundation.
 - (ii) The intent of this covenant is to restrict the use of the lots to private dwellings of a conventional nature, and to exclude all other structures except necessary outbuildings. This covenant shall not exclude factory-built modular housing of a conventional type, although not constructed on the premises.
- p. Vehicular Access to Lots. No driveway, curb cut for vehicular access to any lot, or curb cut for any other purpose shall be permitted on any side, rear, or front lot line adjacent to Wright Boulevard or Rancho Drive or on the curved portion of any lot line facing the intersection of Wright Boulevard or Rancho Drive and any side street.
- q. Fences. Fencing along the side property lines extending perpendicular to the front set back and along the rear property line shall not exceed six feet in height. Fencing in the front yard

set back area shall not exceed three feet in height and shall be open in design. Fencing such as a chain link or log type are typical of an open fence. Any lot having both front and rear yard street frontages shall have a six (6) foot high privacy fence (closed type) along the portion of the rear property line which fronts on the street.

- r. No lot owner shall commence construction of any building, structure or other improvement without first submitting (either personally or via representative) a site plan to Housing Services, Inc., for its approval. The date the plan was submitted will be recorded on the site plan in the presence of the lot owner or their representatives. The site plan will show the location of the structure on the lot, with dimensions from the structure to the property lines. Fence location and type will be shown. Housing Services, Inc., will respond within 10 working days from the date of receipt or the lot owner may automatically assume that the site plan has been approved.

SECTION C. DURATION AND AMENDMENT:

1. Duration:

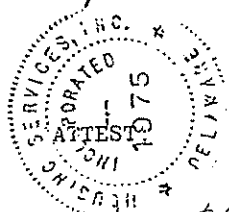
This Declaration, and any amendments hereto, shall remain in effect until December 31, 2009 unless sooner terminated as hereinafter provided.

2. Amendment:

This Declaration may be amended or terminated or extended for successive 20-year terms by an instrument in writing executed and acknowledged by HSI and by owners of more than one-half of the lots within the

Subdivision, other than land then owned by HSI, or if at such time HSI does not own land in the Subdivision, by an instrument in writing executed and acknowledged by the owners of more than two-thirds of the lots in the Subdivision. Amendments made pursuant to the provisions of this Section C.2. shall inure to the benefit of and be binding upon the owners of all land in the Subdivision, and any others having an interest therein, their respective heirs, successors and assigns. A certificate of a licensed abstract company showing record ownership of the land shall be evidence of such ownership and status for voting purposes.

IN WITNESS WHEREOF, the undersigned owner has hereunto set its hand and seal to this Declaration as of the 22nd day of September, 1980.



HOUSING SERVICES, INC.

By R. E. Huff
 R. E. HUFF, Vice President

Laura V. Tolson
 Assistant Secretary

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

The foregoing instrument was acknowledged before me by R. E. Huff as Vice President of HOUSING SERVICES, INC., a Delaware corporation, this 22nd day of September, 1980.

WITNESS my hand and official seal.

Edward A. ...
 Notary Public

My Commission Expires: 1/03/81



STATE OF WYOMING)
) ss. 287205
 Campbell County
 Filed for record this 10th day of October
 A. D., 19 80 at 9:30 o'clock A. M. and re-
 corded in Book 526 at Photos RECORDED
 on page 537 Fees \$ 18.00 ABSTRACTED
William E. Addison INDEXED
 County Clerk and Ex-Officio Register of Deeds
 By [Signature] Deputy