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**COVENANTS**  
**FOR**  
**CANYON ACRES**  
**RANCHES**  
**SUBDIVISION**

**2006**

TABLE OF CONTENTS

ARTICLE I: Definitions.....2

ARTICLE II: Plat.....3

ARTICLE III: Nature of Ownership

- A. Division.....4
- B. Taxation.....4
- C. Inseparability.....4
- D. Partition.....4
- E. Ingress, Egress and Support.....4

ARTICLE IV: Easements.....4

ARTICLE V: Use of Lots

- A. Residential.....5
- B. Prohibitions.....5
- C. Architectural Control Committee.....5

ARTICLE VI: Association Organization

- A. Administration and Management.....5
- B. Rights.....5
- C. Transfer.....6
- D. Voting Rights.....6
- E. Association Functions.....6
- F. Notice and Quorum for and Action Authorized....6

ARTICLE VII: Covenant for Maintenance Assessments

- A. Personal Obligation of Assessments.....6
- B. Creation of the Lien.....7
- C. Purpose of Assessments.....7
- D. Special Assessments for Capital Improvements...7
- E. Notice and Quorum for any Action Authorized  
Under This Section.....7
- F. Rate of Annual Assessments.....7
- G. Rate of Special Assessments.....7
- H. Date of Commencement of Annual Assessments:  
Due Dates.....7
- I. Effect of Non-payment of Assessments:  
Remedies of the Association.....8
- J. Subordination of the Lien to Mortgages.....8

ARTICLE VIII: Insurance

- A. Comprehensive General Liability and Property  
Damage Service.....8
- B. Fire and Hazard Insurance.....8
- C. Owner's Personal Liability and Property  
Insurance.....8
- D. Other Insurance.....9
- E. Proceeds.....9

ARTICLE IX: Use, Construction and Maintenance Covenants  
and Restrictions

A. Residential Use.....	9
B. Construction.....	9
C. Subdivision.....	10
D. Utilities.....	10
E. Waste Disposal.....	10
F. Water System.....	10
G. Excavation and Mining.....	10
H. Continuity of Construction.....	11
I. Fences.....	11
J. Architectural Control, Design & Construction..	11
K. Improvement Location.....	11
L. Nuisance.....	12
M. Temporary Residence.....	12
N. Signs.....	12
O. Fire Safety Requirements.....	12
P. Animals.....	13
Q. Vehicles and Machinery.....	13
R. Sporting Activities.....	13
S. Preservation of Land and Scenery.....	13
T. Invitees or Leases.....	14
U. Architectural Control Committee.....	14
V. Variance.....	14

ARTICLE X: General Provisions

A. Enforcement.....	14
B. Severability.....	14
C. Revocation.....	14
D. Amendment.....	15
E. Period of Ownership.....	15
F. Annexation.....	15
G. Conflicts.....	15

**COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CANYON ACRES RANCHES SUBDIVISION**

**WITNESSETH:**

WHEREAS, Grand Avenue Corporation is the subdivider of certain real property situated in the County of Albany, State of Wyoming, more particularly described as:

**DESCRIPTION**

A tract of land in the South 1/2 of Section 12, township 15 North. Range 73 West. Of the 6<sup>th</sup> P.M., Albany County, Wyoming, more particularly described as follows:

Beginning at the southeast corner of Section 12;

Thence North 89 degrees 50 minutes 52 seconds west. 3222.88' along the South line of Section 12 to the Southwest corner of lot 4 of Section 12;

Thence North 0 degrees 46 minutes 32 seconds East, 1338.28 feet along the common line of the Daley tract and Canyon Acres Ranches tract to a point on the South line of the Wyatt-Foster estates, an Albany County subdivision;

Thence South 89 degrees 41 minutes 42 seconds East, 594.42 feet to the Southeast corner of the Wyatt-Foster subdivision and the Southwest corner of the Valley View Acres subdivision, an Albany County subdivision in Section 12;

Thence South 89 degrees 46 minutes 07 seconds East. 752.91 feet along the Southerly line of the Valley View subdivision and the Northwest corner of the Schlatter tract;

Thence South 0 degrees 46 minutes 50 seconds west, 663.77 feet along the West line of the Schlatter tract to the Southwest corner of the Schlatter tract;

Thence South 89 degrees 49 minutes 32 seconds East. 288.45 feet to the Southeast corner of the Schlatter tract;

Thence North 0 degrees 46 minutes 57 seconds East, 663.49 feet to the Northeast corner of the Schlatter tract;

Thence South 21 degrees 46 minutes 39 seconds East, 719.96 feet along the Westerly line of the Constantinides tract;

Thence South 89 degrees 47 minutes 26 seconds East, 1316.70 feet along the Southerly line of the Constantinides tract to a point on the Easterly line of Section 12;

Thence South 0 degrees 52 minutes 05 seconds West, 666.05 feet, more or less to the point of beginning.

Said tract of land contains 72.77 acres, more or less.

Together with any improvements thereon or appurtenant thereto; subject to all rights-of-way, easements, reservation and restrictions heretofore of record.

WHEREAS, Grand Avenue Corporation desires to establish a plan for the ownership of real property estates separately owned and the co-ownership by the Owners thereof, as tenants in common.

NOW THEREFORE, Grand Avenue Corporation does hereby publish and declare that the lands and improvements thereon to be constructed are hereby subject to use and ownership as set forth herein and the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the land.

#2006-5773  
4 OF 18

08/11/2006  
03:30:00PM

ALBANY COUNTY, LARAMIE, WY  
JACKIE R GONZALES, ALBANY COUNTY CLERK

ARTICLE I

DEFINITIONS

Section 1. "Enhanced treatment system" means a facility or system reviewed and approved by the administrator in accordance with Section 5, Chapter 11, Wyoming Water Quality Rules and Regulations, that will meet or exceed the applicable standards contained within this chapter.

Section 5. Facilities and systems not specifically covered by these standards.

This section is provided to encourage new technology and equipment and provide a process for evaluating and permitting designs which deviate from these regulations. The proposed construction of facilities and processes not in compliance with the regulations will be permitted provided that the facility, when constructed, can operate meeting the purpose of these regulations.

(a) Each application for a permit to construct a facility under this section shall be evaluated on a case-by-case basis using the best available technology.

(1) Data obtained from full-scale, comparable installation which demonstrates the acceptability of the design.

Section 2. "Project" means the land and all buildings and other improvements to be located on the land, and all rights, easements, and appurtenances belonging thereto.

Section 3. "Buildings" means a single building and/or buildings contained on lots as shown on the map.

Section 4. "Map" means the plat, consisting of a map of the land, a legal description thereof, locations of boundaries of each lot, lot identification numbers together with such other information as may be included thereon.

Section 5. "Mortgagee" means any person or entity, named as the Mortgagee or creditor under any recorded mortgage, deed of trust, or other security instrument by which a lot or any part thereof is encumbered.

Section 6. "Owner" means a person or entity, who has ownership interest in one or more lots excluding however any security interests.

Section 7. "Association" shall mean and refer to Homeowners Association, a not-for-profit association, the Bylaws of which

#2006-5773  
5 OF 18

08/11/2006  
03:30:00PM

ALBANY COUNTY, LARAMIE, WY  
JACKIE R GONZALES, ALBANY COUNTY CLERK

shall govern the administration of this property, and the members of which shall be all of the owners of the lots in the entire project.

Section 8. "Board" means the board of directors of the Association.

Section 9. "Common Expense" means any expense that is incidental to the subdivision, said expense to be prorated equally among the owners according to the number of lots owned.

Section 10. "Aquifer" A formation, group of formations, or part of a formation that contains sufficient saturated permeable material to yield sufficient, economical quantities of water to wells, springs, and drain tunnels.

Section 11. "Safe Drinking Water Act" Public drinking water supplies have always influenced the location and development of communities by both defining and directing their growth. Historically, the location of a good source of drinking water was a key factor in determining the location of centers of population. Safe drinking water is essential to the quality of community life because the link between public health and the quality of the public water supply.

Since the 1986 Amendments to the Safe Drinking Water Act, which established the Wellhead Protection Program (WHP), the United States Environmental Protection Agency (EPA) has supported states and communities in their efforts to protect their sources of drinking water. The EPA Source Water Protection (SWP) goal is that "by the year 2005, 60 percent of the population served by a community water systems will receive their water from systems with SWP programs in place under both WHP and watershed protection programs" (EPA, 1997).

ARTICLE II

PLAT

A. The plat of the land and of the easements thereon shall be filed for record in the Office of the Albany County Clerk and Ex-Officio Register of the Deeds of Albany County, Wyoming. The plat shall be filed for record prior to the conveyance of any lot to a purchaser. The plat shall depict and show the legal description of the land measurement thereof including all lots and roads.

B. Grand Avenue Corp. reserves the right to amend the plat from time to time to reflect the actual location of any of the constructed improvements and to establish, vacate and replace utility easements, access road easements and parking areas.

#2006-5773  
6 OF 18

08/11/2006  
03:30:00PM

ALBANY COUNTY, LARAMIE, WY  
JACKIE R GONZALES, ALBANY COUNTY CLERK

ARTICLE III

NATURE OF OWNERSHIP

A. Division. The real property described herein is hereby divided into fee simple estates. Each such estate shall consist of a separately designed lot. Title to each lot is hereby made subject to the terms and conditions hereof, which shall bind all subsequent owners.

B. Taxation. After sale by Grand Avenue Corp., each lot shall be separately assessed for property taxes.

C. Inseparability. No part of a lot may be separated and each lot and the interest therein must be conveyed, rented or encumbered only in its entirety.

D. Partition. No owner, Group of owners nor the Association shall have the right to combine, divide or partition any lot or lots and in taking title to any lot the owner waives any and all rights to combine, divide or partition. A violation of the provisions of this Section shall entitle the Association to personally collect, jointly and severally, from the parties violating the same, attorney's fees, costs and other damages the Association incurs in the connection therewith.

E. Ingress, Egress and Support. Each owner shall have the right to ingress and egress as necessary for access to his/her lot on a road suitable for a 20-ton fire apparatus vehicle, said road to be approved by the Architectural Control Committee. All such rights shall pass with the title to each lot and allows for a turn-around area for the fire truck.

ARTICLE IV

EASEMENTS

Easements. Grand Avenue Corp. shall grant to public utility companies non-exclusive easements across the Project to reach private and public lands adjacent to the Project. Driveways within the Project are private driveways for the use of the individual owners of the lots, and the guests and agents of the owners with the following exception: Grand Avenue Corp., its successors and assigns, public agencies and utilities shall have the right to use the roads and driveways within the Project to reach public and private lands within and adjacent to the Project.

#2006-5773  
7 OF 18

08/11/2006  
03:30:00PM

ALBANY COUNTY, LARAMIE, WY  
JACKIE R GONZALES, ALBANY COUNTY CLERK



ARTICLE V

USE OF LOTS

A. Residential. Each lot shall be used for single family residential purposes only, with lease or rental of a lot for lodging or residential purposes not to be considered to be a violation of this Covenant except that the owner of the lot shall be held responsible for the Lessee's compliance with these Covenants.

B. Prohibitions. Nothing shall be done or kept on any lot or any part thereof which would result in the cancellation of the insurance of the Project or any part thereof or increase the rate of the insurance of the Project or any part thereof over what the Association, but for such activity, would pay without prior written consent of the Association. No operation or activity shall be permitted by an owner or another within or upon any portion of the Project which will violate the provisions of any applicable statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body or the Bylaws or the reasonable rules and regulations of the Association or any applicable protective restrictions and covenants. No damage to or waste shall be committed by an owner or any invitees of any owner and each owner shall indemnify and hold the Association and the other owners harmless against all loss resulting from any such damage or waste caused by him or his invitees.

C. Architectural Control Committee. The Architectural Control Committee shall be the officers of the Association, including all directors, as elected by the membership from time to time in accordance with the Articles of Incorporation and the Bylaws of the Association, or such a sub-committee may be authorized or established by the Bylaws.

ARTICLE VI

ASSOCIATION ORGANIZATION

A. Administration and Management. An owner of a lot shall become a member of the Association upon purchase of his lot and shall remain a member for the period of this ownership. The Association shall be granted all of the power necessary to govern, manage, maintain, repair, administer and regulate the Project and to perform all of the duties required of it.

B. Rights. The Association has the right to dedicate or transfer all or any part of individual lots within the subdivision to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument

08/11/2006 #2006-5773  
03:30:00PM 8 OF 18

ALBANY COUNTY, LARAMIE, WY  
JACKIE R GONZALES, ALBANY COUNTY CLERK

signed by two-thirds (2/3) of the voting membership agreeing to such dedication or transfer has been recorded.

C. Transfer. Except as otherwise expressly stated herein, any of the rights, interest and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein.

D. Voting Rights. The Association shall have two classes of voting membership:

1. Class A. Class A members shall all be individual lot owners except Grand Avenue Corp. and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.
2. Class B. Class B membership shall extend to Grand Avenue Corp. which shall be entitled to three (3) votes for each lot not owned by Class A members.

E. Association Functions. The Association may make reasonable rules and regulations governing the use of the lots consistent with the rights and duties herein established. The Association may suspend any owner's voting rights in the Association during any period or periods during which such owner fails to comply with such rules and regulations or any other obligations of such owner. The Association may also undertake litigation against any owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for non-compliance, including payment of the Association's attorney fees.

F. Notice and Quorum for any Action Authorized. Written notice of any meeting of the Association shall be sent to all members not less than fifteen (15) days, nor more than thirty (30) days, in advance of the meeting.

## ARTICLE VII

### COVENANT FOR MAINTENANCE ASSESSMENTS

A. Personal Obligation of Assessments. Grand Avenue Corp., for each lot owned within the Properties including lots still owned by Grand Avenue Corp., hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

1. Annual assessments or charges, and

#2006-5773  
9 OF 18

08/11/2006  
03:30:00PM

ALBANY COUNTY, LARAMIE, WY  
JACKIE R GONZALES, ALBANY COUNTY CLERK

2. Special assessments for capital improvements - such assessments to be established and collected as hereinafter provided.

B. Creation of the Lien. The Assessments and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation on the person who was the owner of such property at the time when the assessment fell due. Subject to Article VII, Section J, the personal obligation for the delinquent assessments shall pass to any successors in title.

C. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation health, safety and welfare of the residents of the lots and for the improvement, maintenance and operation of the Project which may include, but are not limited to, expenses for the following: management, property taxes, insurance which the Association is required or permitted to maintain pursuant thereto, care of grounds, trash collection, road repairs, and maintenance and other activities mutually approved for joint benefit of owners.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement including fixtures and personal property related thereto, provided that any such assessment shall have the assent of three-fourths (3/4) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

E. Notice and Quorum for any Action Authorized Under this Section. Without regard for any other provisions for notice of meetings, written notice of any meeting called for the purpose of taking any action authorized under this Section shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days following the preceding meeting.

F. Rate of Annual Assessments. The annual assessments as determined under the preceding paragraphs shall be uniform among all owners and shall be collected in annual installments.

G. Rate of Special Assessments. Any special assessment as determined hereunder shall be apportioned equally among all owners.

H. Date of Commencement of Annual Assessments: Due Dates. The first annual assessment shall be adjusted according to the number

#2006-5773  
10 OF 18

08/11/2006  
03:30:00PM

ALBANY COUNTY, LARAMIE, WY  
JACKIE R GONZALES, ALBANY COUNTY CLERK

of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

I. Effect of Non-payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after due date may bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his/her lot.

J. Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the Lien of any first mortgage. The sale or transfer of any lot pursuant to mortgage foreclosures of any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE VIII

#### INSURANCE

A. Comprehensive General Liability and Property Damage Insurance. Comprehensive general liability and property damage insurance shall be purchased by the Board on behalf of the Association and shall be maintained in force at all times, the premiums thereon to be paid by the Association, as a Common Expense. The policy or policies shall name as insured all of the owners and the Association. The policy or policies shall insure against loss arising from perils and shall include contractual liability coverage to protect against such liabilities as may arise under the contractual exposures of the Association or the Board of Directors.

B. Fire and Hazard Insurance. Fire and hazard insurance may be purchased by the Board on behalf of the Association as required or appropriate for improvements.

C. Owner's Personal Liability and Property Insurance. Each owner shall carry such fire, casualty and personal liability insurance, as he/she may desire, including specifically casualty and hazard insurance for improvements constructed on his/her lot.

#2006-5773  
11 OF 18

08/11/2006  
03:30:00PM

ALBANY COUNTY, LARAMIE, WY  
JACKIE R GONZALES, ALBANY COUNTY CLERK

D. Other Insurance. The Board may purchase and maintain as a Common Expense, any other insurance or coverage as desired or deemed necessary such as coverage on snow removal personnel, road maintenance personnel and service providers personnel.

E. Proceeds. The Board shall receive the proceeds of any casualty insurance payments received on the policies obtained and maintained pursuant to this Article. The insurance proceeds shall be used by the Association for rebuilding, repairing or otherwise replacing the same buildings or improvements according to the original plan or such modified plan as shall be approved, and the association at its Common Expense shall make up any deficiency in such insurance proceeds.

## ARTICLE IX

### USE, CONSTRUCTION AND MAINTENANCE COVENANTS AND RESTRICTIONS

A. Residential Use. The real property hereinabove described is hereby restricted in use for single family residential purposes only, and neither the premises nor any improvements thereon shall be used for any commercial, industrial, illegal or immoral purpose or purposes, and no public nuisance shall be maintained or permitted to exist thereon; provided, however, that any person who practices a profession such as a doctor, lawyer, architect, engineer or such other similar professional occupation, may maintain as an integral part of the physical residence, an office which may not be his principal office. Any other professional service shall be approved on a case-by-case basis by the Association.

B. Construction. Only new construction or alteration of existing construction shall be permitted. All construction is to be performed on site and the use of prefabricated housing will not be permitted. All buildings shall be appropriate in character, design and architecture for the area. No buildings shall be erected, altered, placed or permitted to remain on any part of the property hereinabove described, other than one detached single family one-story or a level and one-half dwelling and a private garage, and a building incidental to residential use may be permitted. All construction and alteration shall comply with the provisions of the following standard codes or their official amendments:

Uniform Building Code, current edition, International  
Conference of Building Officials;

National Plumbing Code, current edition;

National Electrical Code, current edition;

National Fire Protective Association, International;

And with such State of Wyoming and Albany County building and safety codes in substitution of applicable codes may be made only with the consent of the Architectural Control Committee.

C. Subdivision. No portion of the above-described real property shall be further divided.

D. Utilities. All utilities and service lines shall be underground inside subdivision boundaries. Propane as the principle heating or cooking fuel will not be allowed on the premises, the only exception being small propane bottles such as those used with barbeque grills, or shop heaters

E. Waste Disposal.

1. An enhanced waste water treatment system must be installed by the lot owner and must be permitted by the state and county statutes and regulations. Enhanced waste water treatment systems require individual septic tanks with approved joint leach fields. Said system must be certified by a professional engineer to the county water and wastewater engineer.
2. Solid waste shall be disposed of by the owner. Trash, garbage or other wastes shall be kept within the buildings and no part of the premises shall be used as a dumping ground or for the accumulation of litter, trash, junk or garbage. No burning of litter, trash, refuse or garbage will be allowed on the premises.

F. Water System. Each structure designed for occupancy or use by human beings shall be connected to a well provided by the homeowner. The water supply system shall be the responsibility of the owners and shall conform to standards of the Wyoming State Engineer's Office and the Wyoming Department of Environmental Quality. Wells to be drilled in the Canyon Acres Ranches Subdivision shall be completed with annular seals extending from the surface down through at least the first limestone encountered during drilling. The wells shall be permitted by the State Engineer's Office. The Homeowner's Association may provide for the use of wells by lot owners adjoining fire protection storage tanks and other uses.

G. Excavation and Mining. No excavation of any kind including that for stone, sand, gravel or earth shall be made on any portion of the above-described real property, except for such excavation as may be necessary in connection with the erection of any improvement thereon or the excavation necessary to construct enhanced waste

#2006-5773  
13 OF 18

08/11/2006  
03:30:00PM

ALBANY COUNTY, LARAMIE, WY  
JACKIE R GONZALES, ALBANY COUNTY CLERK

water systems. No oil drilling, oil development operation, quarrying, or mining operations of any kind shall be permitted upon said premises.

H. Continuity of Construction. All structures commenced shall be prosecuted diligently to completion and shall be completed within eighteen (18) months of commencement. If the construction progress is slowed or interrupted, the construction site shall be cleaned up into a neat, orderly and safe place.

I. Fences. No fences may be erected on any property. No fences, or walls shall be erected or maintained except to screen service areas or other elements directly related to the main structure. Dog runs will be permitted.

J. Architectural Control, Design and Construction. No structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the site have been approved by the Architectural Control Committee, and where appropriate, by the County. In general, all structures shall blend in with the surrounding environment in color, texture and architectural design. Specific requirements are as follows:

1. Maximum height shall be thirty-five (35) feet;
2. All exterior surfaces are to be earth tone colors. Plain plywood will not be acceptable as an exterior siding;
3. Roof surfaces are to be wooden shingles or shakes, composition shingles or metal roofing with a baked-on enamel finish, dark in color;
4. Minimum square footage of a rectangle or storage building shall be 1,000 square feet and the same architectural requirements stated above must be followed.

The Architectural Control Committee shall:

1. Recommend soil erosion techniques;
2. Encourage common driveways where possible;
3. Encourage energy efficient construction;
4. Encourage design features that enhance solar gain;
5. Encourage use of alternate energy resources;
6. Encourage use of water saving devices.
7. Supervise and consult lot owners with the directives of DEQ, SEO, and County stipulations for compliance of the construction of water wells and enhanced waste water treatment systems.

K. Improvement Location. No improvement shall be constructed closer to any property line or easement line than a distance of

#2006-5773  
14 OF 18

08/11/2006  
03:30:00PM

ALBANY COUNTY, LARAMIE, WY  
JACKIE R GONZALES, ALBANY COUNTY CLERK

fifty (50) feet. For the purposes of this Covenant, eaves, steps and open porches shall not be considered as part of such improvement. Consideration shall be given to place structures so as not to disrupt the view of other owners and to provide continuity with the natural surroundings.

L. Nuisance. No obnoxious or offensive activities shall be carried on upon any part of the property subject to these Covenants. Nor shall anything be done, tolerated or suffered thereon which may become an annoyance or nuisance to other property owners on land subject to these Covenants. Fireworks or any other high noise level activity shall not be permitted within the subdivision.

M. Temporary Residence. No construction trailer, basement, garage or other out-building erected on said real property for construction purposes shall not be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Temporary structures will be removed upon completion of construction. Mobile homes shall not be used as temporary or permanent residences at any time.

N. Signs. No signs of any kind or character shall be displayed to the public view on any of the property hereinabove described, except:

1. A sign advertising the premises for sale or rent, or open for inspection, which sign shall not exceed in surface area of six (6) square feet;
2. A sign identifying the owner or occupant of a residence situated upon said premises, which sign shall not have surface area exceeding two (2) square feet;
3. Any light used to illuminate signs, parking areas or for any other purpose shall be so arranged as to reflect the light away from the nearest residence and way from the vision of passing motorists.

The above does not apply to Grand Avenue Corp. for advertising the subdivision.

O. Fire Safety Requirements.

1. Access roads to home sites are also fire apparatus access roads. The layout of these roads shall be submitted to the Albany County Planning Office for review and approval prior to construction.
2. Approved numbers or addresses shall be placed on all new buildings or driveway entrance ports in such a manner as

#2006-5773  
15 OF 18

08/11/2006  
03:30:00PM

ALBANY COUNTY, LARAMIE, WY  
JACKIE R GONZALES, ALBANY COUNTY CLERK



to be plainly visible and legible from the road fronting the property.

3. Smoke detectors shall be installed in each dwelling unit in accordance with new construction requirements of the Uniform Building Code. Smoke detectors shall receive primary power from building wiring and be mounted in accordance with their listing instructions. Detectors shall be located in each sleeping room and a central point in the corridor or area giving access to each sleeping area or on each level containing living area.
4. Heating appliance (including solid fuel) shall be installed and maintained in accordance with their listing instructions and applicable sections of Building, Electrical and Mechanical codes and chimneys shall be equipped with spark arrestors.
5. Portable fire protection (extinguisher) rated 2A10BC must be provided within 75 feet travel distance of any point of the interior of the structure. It is recommended that owners provide themselves with additional fire extinguishers within kitchens and the area of solid fuel appliances.

P. Animals. No cattle, horses, pigs, sheep, poultry, goats or other animals shall be raised, bred or kept on any lot except household pets provided however that these pets shall not be allowed to run at large and must be under control and accompanied by the owner when unleashed.

Q. Vehicles and Machinery. No vehicles, machinery or equipment, except for construction purposes, shall be stored anywhere in the Project unless enclosed in a garage or storage building. A private vehicle, used on a daily basis, does not need to be stored in a garage. Vehicles, including all-terrain vehicles and snow machines, are to be operated on roads and trails designated for vehicular use.

R. Sporting Activities. Firearms may not be fired at any time within the boundaries of the Project.

S. Preservation of Land and Scenery. Revegetation of disturbed areas is required. After a house is established upon a lot and the water system has been installed, each homeowner is required to plant at least four (4), five foot trees per year until a maximum of twenty (20) trees have been established. Unsightly weeds, underbrush or other unsightly growths not maintaining the visual continuity of the surrounding area shall not be permitted to grow or remain on the premises, and no refuse pile or unsightly accumulations or objects shall be allowed to be placed or to remain

08/11/2006 #2006-5773  
03:30:00PM 16 OF 18

ALBANY COUNTY, LARAMIE, WY  
JACKIE R GONZALES, ALBANY COUNTY CLERK

anywhere on the Project. In the event that any owner of any lot shall fail or refuse to keep such premises free from the above-mentioned, then the Association may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and in the event of such a removal, a lien shall arise and be created in favor of the Association and against such lot for the full amount chargeable to such lot and such amount shall be due and payable thirty (30) days after the owner is billed thereof.

T. Invitees or Leases. Invitees or lessees of the owner will be expected to uphold this document and it will be the responsibility of the owner to inform invitees or lessees of the rules and regulations and enforce the rules and regulations outlined by this document. The use of a motor home by a guest of an owner shall be restricted to a period not exceeding ten (10) days. No other temporary housing will be allowed.

U. Architectural Control Committee. The Architectural Control Committee's approval or disapproval is required generally and specifically as herein set out and shall be in writing. The Committee, or its designated representative, shall give its approval or disapproval within thirty (30) days after receiving the required documents.

V. Variance. The Architectural Control Committee shall have full power and authority to grant a variance from these covenants for good cause shown in order to prevent undue hardship on any property owner subject to the Covenants. The variance, if granted, shall not violate the overall theme and appearance of the area.

## ARTICLE X

### GENERAL PROVISIONS

A. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Covenants. Failure by the Association or by any owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

B. Severability. Invalidation of any of these Covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

C. Revocation. The Covenants shall not be completely revoked unless all of the owners and all the Mortgagees unanimously consent and agree to such revocation by instrument(s) duly recorded.

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17 OF 18

08/11/2006  
03:50:00PM

ALBANY COUNTY, LARAMIE, WY  
JACKIE R GONZALES, ALBANY COUNTY CLERK

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18 OF 18

08/11/2006  
03:30:00PM

ALBANY COUNTY, LARAMIE, WY  
JACKIE R GONZALES, ALBANY COUNTY CLERK

D. Amendment. The Covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this document is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. These Covenants may be amended during the first thirty (30) year period by an instrument signed by not less than seventy-five percent (75%) of the lot owners, and thereafter by an instrument signed by not less than sixty-five percent (65%) of the lot owners. Any amendment must be duly authenticated and recorded.

E. Period of Ownership. Joint ownership of plat shall continue until this Declaration is amended or revoked in the manner provided herein.

F. Annexation. Additional residential property may be annexed to the Properties with the consent of three-fourths (3/4) of each class of members.

G. Conflicts. In the event there shall be any conflict between the provisions of this document and the Bylaws of rules and regulations of the Association, the provisions of this Declaration shall be deemed controlling.

Dated this 11 day of August, 2006

ATTEST:

Grand Avenue Corporation

By: Charles Rodermel  
President and land owner

By: Barbara J. Rodermel  
Secretary and land owner

STATE OF WYOMING        )  
                                  ) ss  
COUNTY OF ALBANY     )

On this 11 day of August, 2006, before me personally appeared Charles R. Rodermel and Barbara Rodermel, to me personally known, who being by me duly sworn, did say that they are the Officers of Grand Avenue Corporation.

Witness my hand and official seal.

Maxine W. Nelson  
Notary Public

My Commission Expires: NOV 14 2006

