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1271 N 15th Street
Laramie, WY 82072
307-745-3480

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK
3/23/2011 2:30 PM #2011-1535 1 OF 33

DEVELOPMENT HANDBOOK FOR LARAMORE ADDITION

PLANNED UNIT DEVELOPMENT

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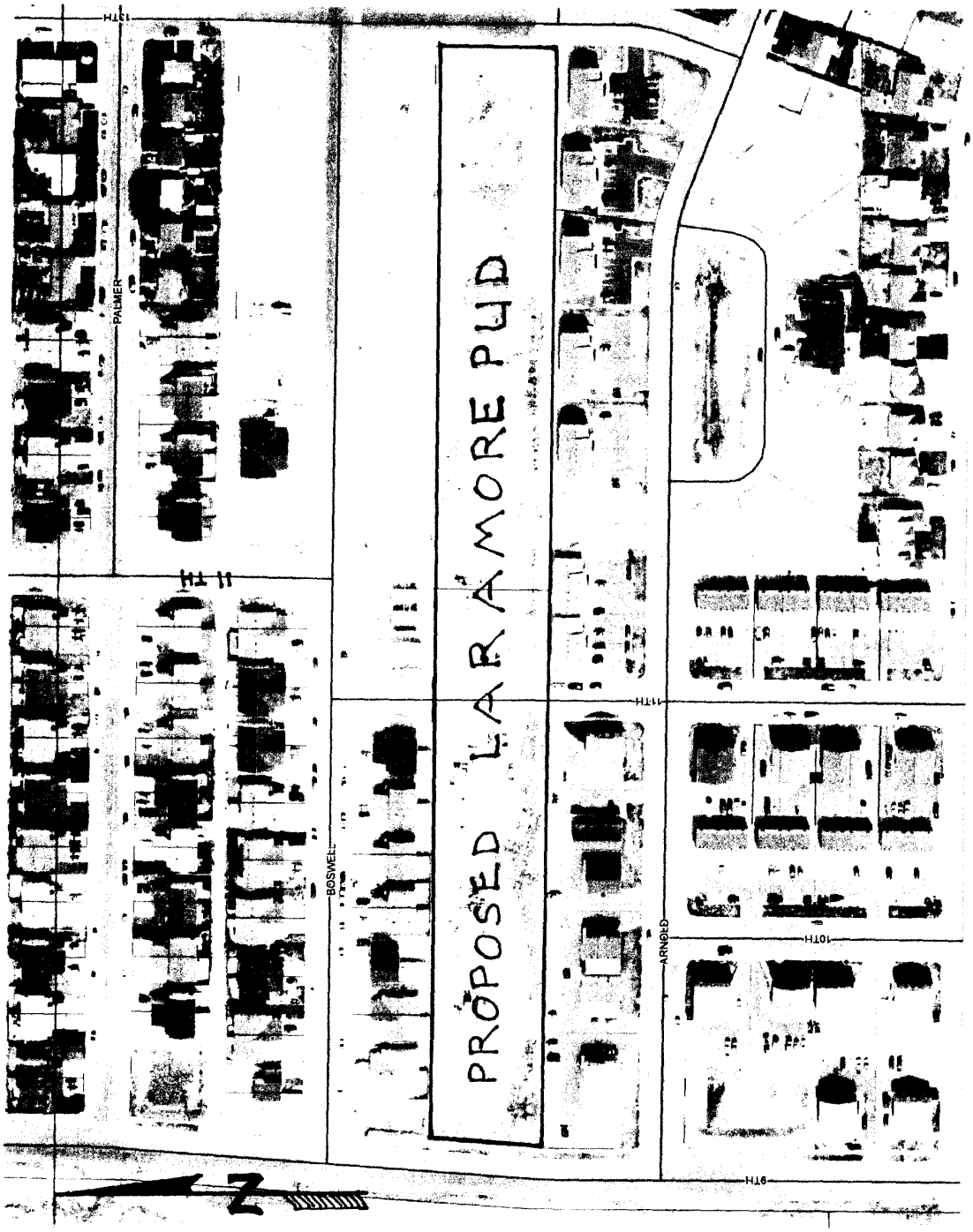
Exhibit A-1: Laramore Homeowner's Association
ARTICLES OF ASSOCIATION
Exhibit A-2: Declaration of Protective Covenants
Exhibit B: PUD Acreage Reduction Letter (City of Laramie)

PREPARED BY:
GERTSCH/BAKER & ASSOCIATES
104 S 4TH ST, STE 100
LARAMIE, WY 82072
(307) 742-6116

June 29, 2010



VICINITY MAP

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK
3/23/2011 2:30 PM #2011-1535 3 OF 33

Developer: Edward A. Moreno, Member, Moreno LLC
POB 1538, Laramie, WY 82073
Email: FEA104@aol.com
Phone: 307 745-8821

RE: Subdivision Zoning/Comprehensive Plan Designation

The present zoning of this property is R-2, Limited Multiple-family residential.

The requested zoning of this property is PUD/R-2.

The Laramie Comprehensive Plan future land use designation is Auto Urban Residential.

The present use of the property is undeveloped. The property is surrounded by R-2 developed land to the north (Wyoming 13th & Dry Creek), to the east (Fall Creek & Fall Creek 2nd), and to the south (Fall Creek), R-3 developed land to the south (Fall Creek), and B1 undeveloped/unplatted land to the west.

The proposed use of the property is a residential PUD of single family detached homes and or multiple-family attached townhome residential dwelling units. The multiple-family options will be either two or three family townhomes with the three family option to be built on Lot 5, Block 2. See page 3 for further descriptions of the different options. This will be an "infill" residential development.

The PUD will have a Homeowners' Association. The law firm of Aron & Hennig has been retained to provide the legal documents for said HOA including maintenance of open space requirements and covenants. (see Exhibit A-1 & A-2)

A waiver is requested from Section 17.38.150.D and 17.38.150.F.3 of the municipal code which requires two accesses to either collector or arterial streets. The proposed PUD will have access to 9th Street (collector) to the west. There will be access to 13th Street to the east and 11th Street to the north and south but these streets are local streets. Because of the conditions of the existing surrounding residential development to the north and south of the site and the elongated geometry of the site all of the residential lots will face to the south onto the new east-west extension of Person Street. This will result in those residential lots also facing the back of the Fall Creek lots.

See attached letter from Derek T. Teini, Associate Planner, Community Development Department (Exhibit B) for approval of a Planned Unit Development acreage reduction to 4.9 acres.

The intent of this application is to apply for preliminary and final platting as required by City Code for a PUD residential development.

Edward A. Moreno 3/2/11
Edward A. Moreno, , Moreno LLC date

Developer: Edward A. Moreno, Member, Moreno LLC
POB 1538, Laramie, WY 82073
Email: FEA104@aol.com
Phone: 307 745-8821

RE: Subdivision Conceptual Plan

The subdivision will consist of 10 residential lots, 1 lot dedicated to storm water detention, and 3 lots dedicated to open space. If a residential lot is presold and the buyer wishes to build a single family residence that residence will be custom designed and reviewed per the approved PUD. On lots that are not presold it is the intention of the developer to build two-family attached townhomes with the common wall essentially splitting the lot. The two-family townhomes will be one of three following designs. (see pages 4-10 for floor plans and building elevations)

Lot 5, Block 2 is large enough to accommodate a three family attached townhome.
(3 bedroom/2 bathrooms per living unit)
See page 11 for floor plans.

RANCH # 975 (2 bedrooms/ 1bathrooms) per living unit (See page 4 & 5)
RANCH # 1216 (3 bedrooms/2 bathrooms) per living unit (See page 6 & 7)
TWO STORY TOWNHOUSE # 1664 (3 bedrooms/2 bathrooms) per living unit (See page 8, 9 & 10)

See page 12 for a typical conceptual site plan for a two family attached townhome (Ranch #975)
See page 13 for the conceptual site plan for a three family townhome development on Lot 5, Block 2

Color options for roof shingles and siding and variations of front door and garage door designs will be offered to buyers.

Note that each home sold will have a $500 landscape allowance. Individual home owners will be required to submit a landscape plan for approval and the landscaping shall be installed within one year of occupancy.

Garbage collection will be curbside. Trash containers shall be allowed curbside on collection days only. Otherwise containers shall be stored in the garage or side yard.

Edward A. Moreno 3/2/11

Edward A. Moreno, Member, Moreno LLC date

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK
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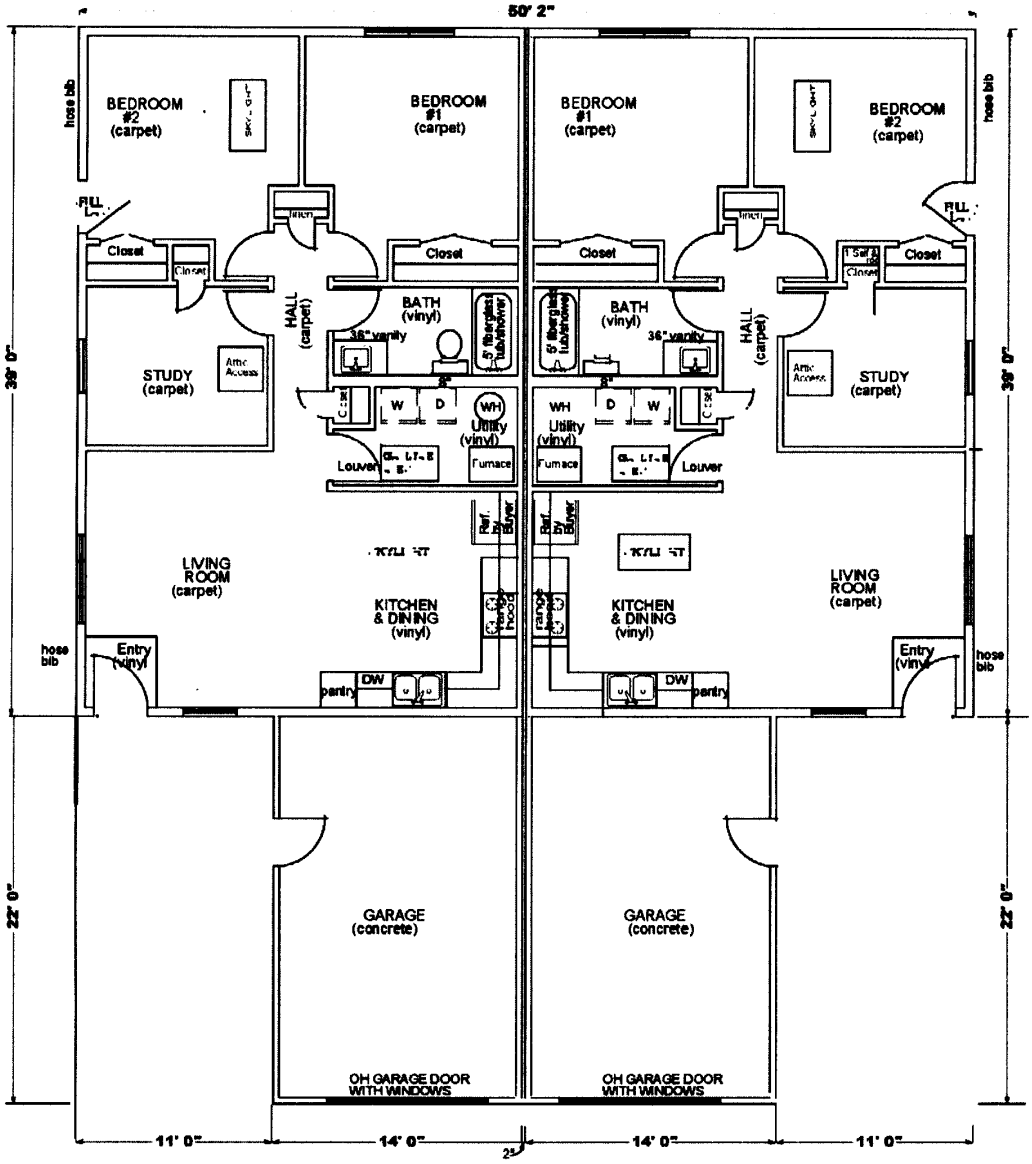
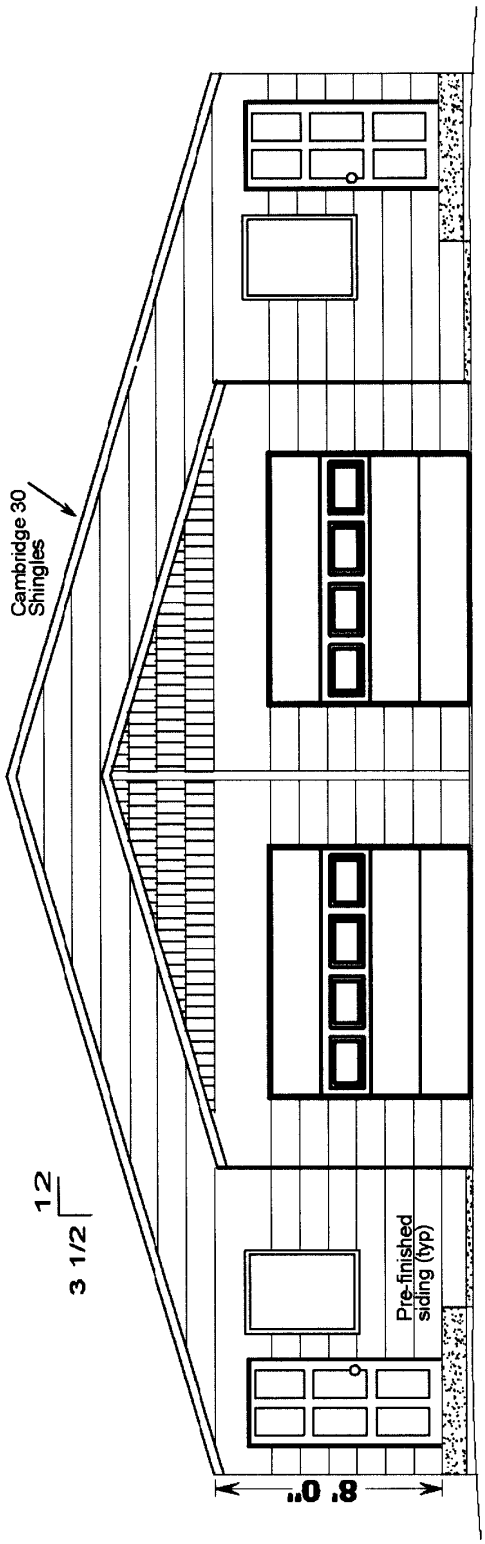


RANCH TOWN HOUSE
PLAN 975
FLOOR PLAN



RANCH TOWN HOUSE
PLAN 975
FRONT ELEVATION

GERTSCH·BAKER
& ASSOCIATES
Architects · Engineers

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK
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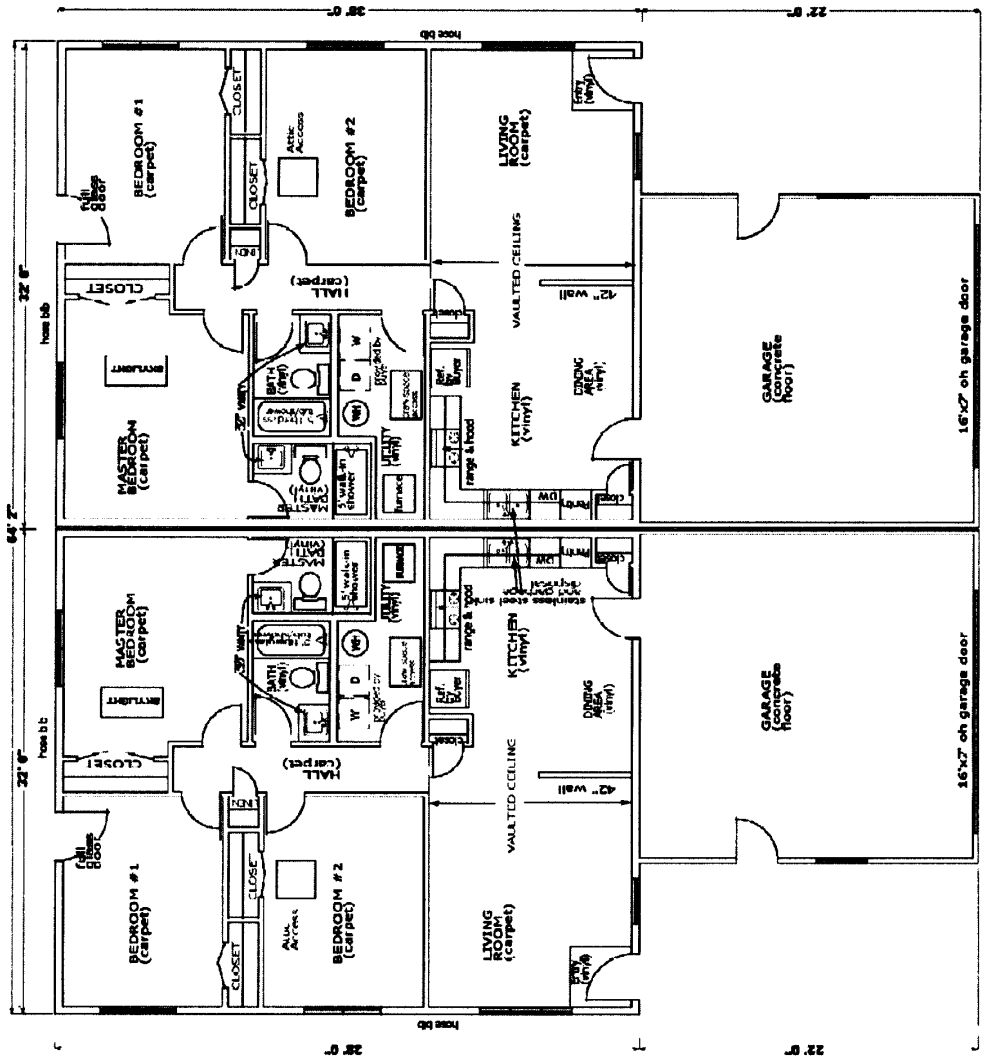
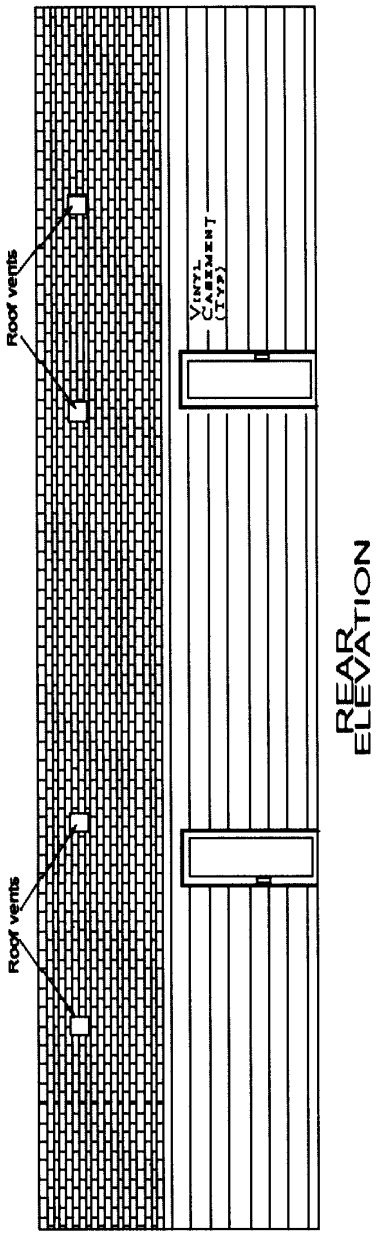
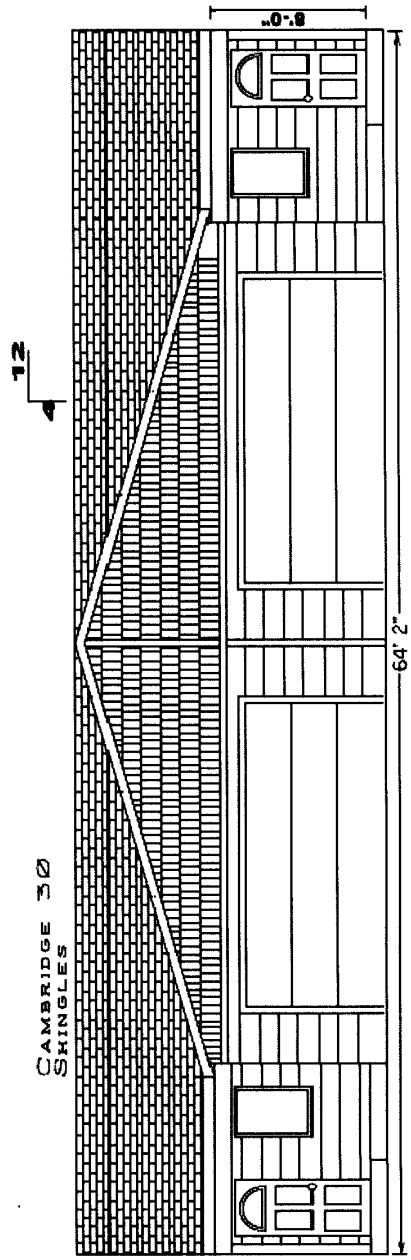


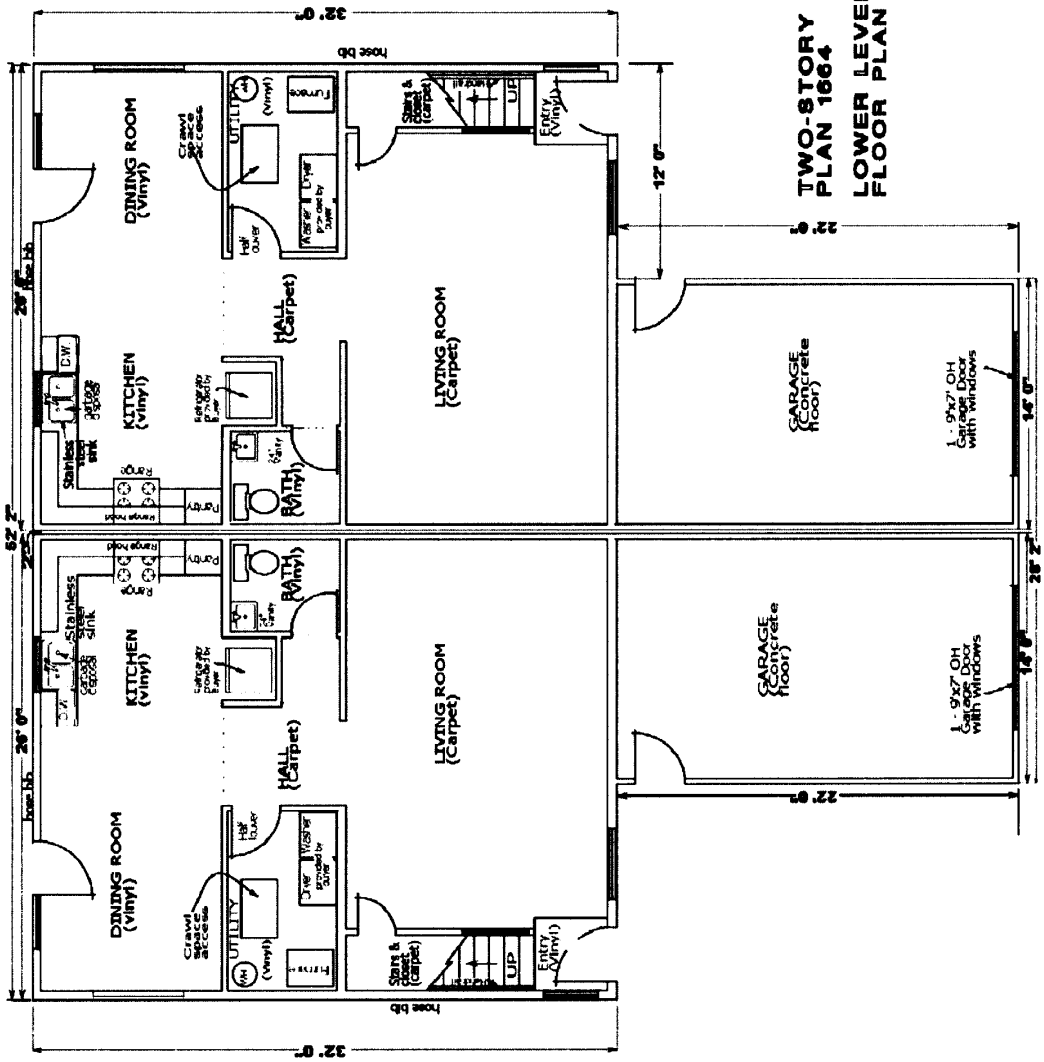


REAR ELEVATION



FRONT ELEVATION
RANCH TOWN HOUSE
PLAN 1216

TWO-STORY TOWN HOUSE
PLAN 1664
LOWER LEVEL FLOOR PLAN



GERTSCH·BAKER
& ASSOCIATES
Architects · Engineers

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK
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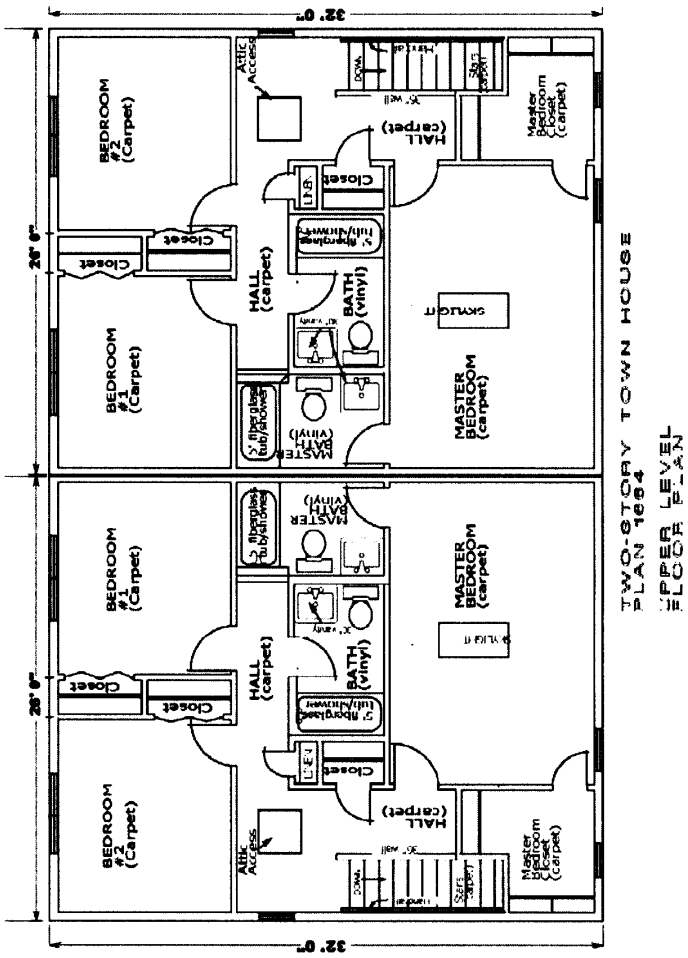
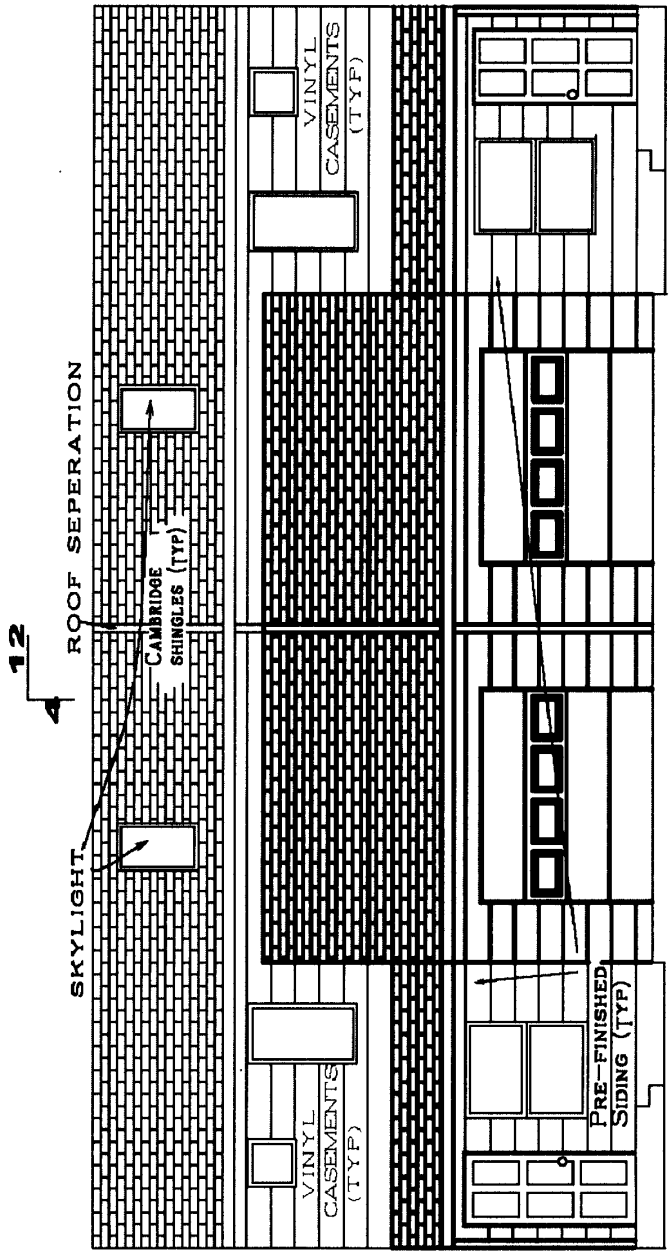
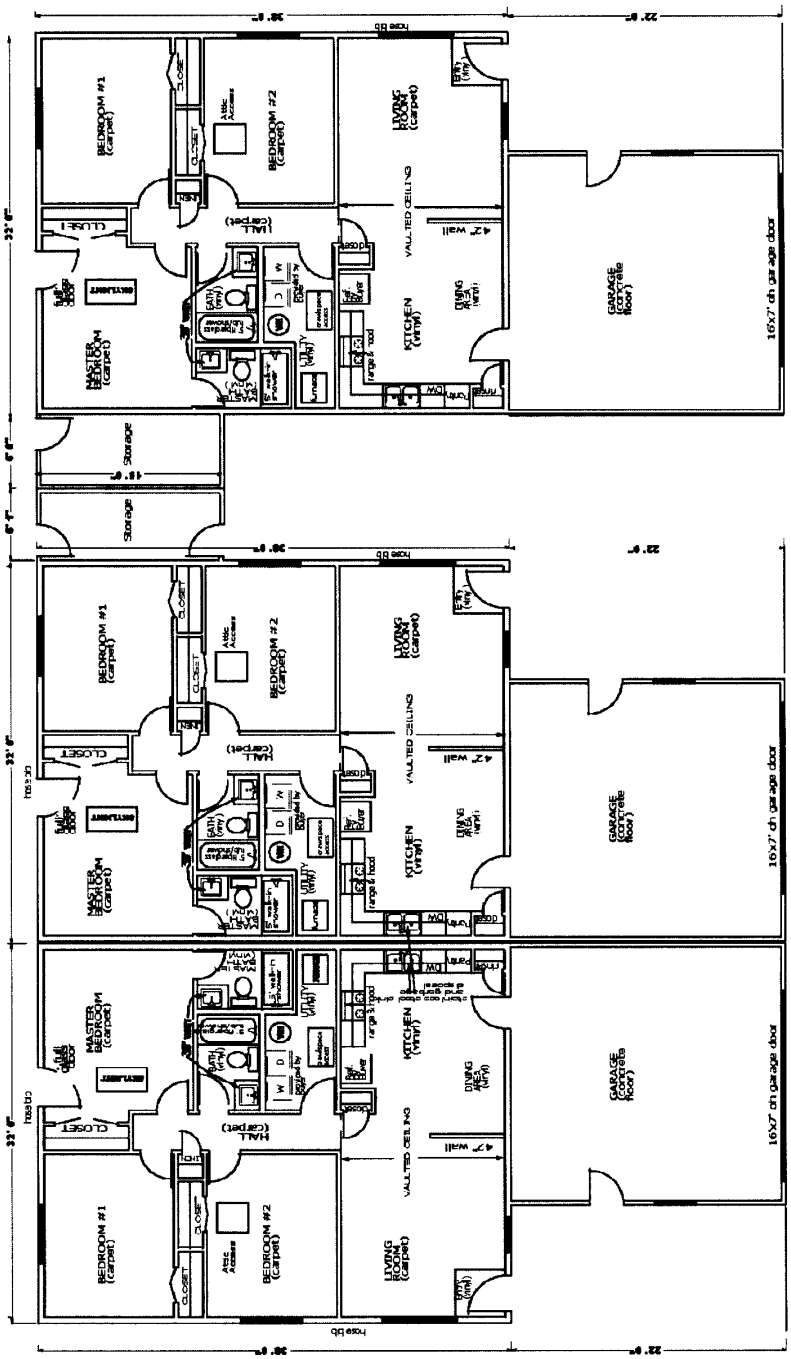


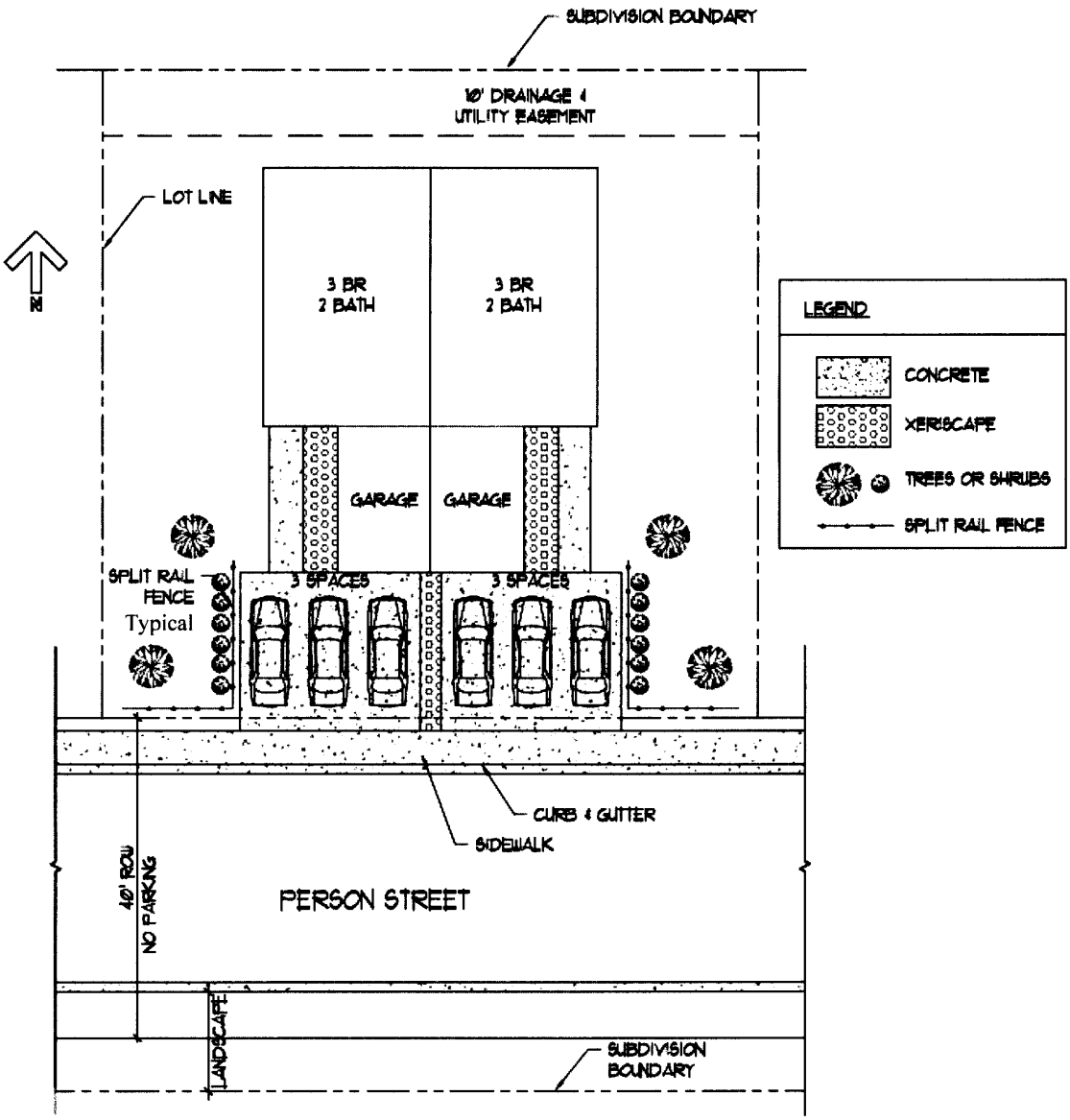
TWO-STORY TOWN HOUSE
PLAN 1064
UPPER LEVEL
FLOOR PLAN



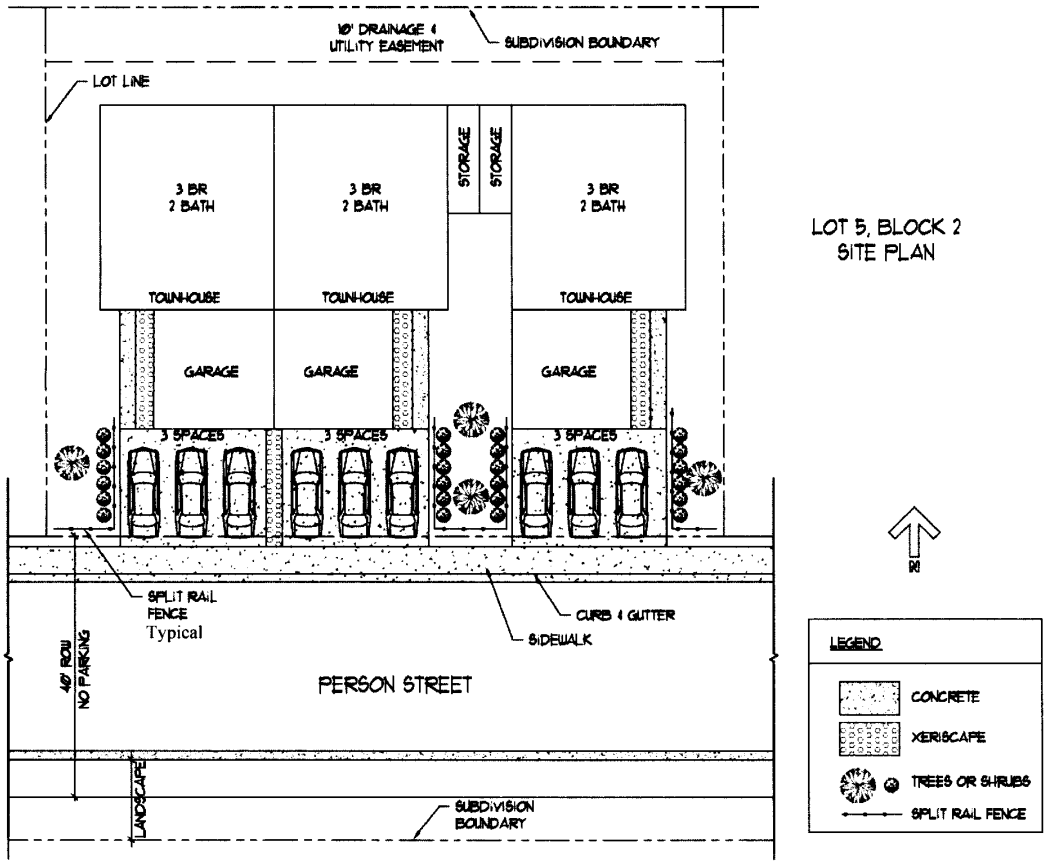
FRONT ELEVATION
TWO-STORY TOWN HOUSE
PLAN 1664



LOT 5, BLOCK 2
FLOOR PLAN
RANCH TOWN HOUSE
PLAN 1216



Conceptual Site Plan



Conceptual Site Plan Lot 5, Block 2

LOT MATRIX

Lots/Block	Area	Front Setback	Side Setback	Rear Setback	Comments
1/1	5657 SF	NA	NA	NA	Proposed storm water detention pond
2-5/1	9604 SF	25	5	5	2 living units/6 bedrooms/4bathrooms
6/1	9506 SF	25	5	5	2 living units/6 bedrooms/4 bathrooms
1/2	9659 SF	25	5	5	2 living units/6 bedrooms/4 bathrooms
2-4/2	9604 SF	25	5	5	2 living units/6 bedrooms/4 bathrooms
5/2	12250 SF	25	5	5	3/living units/9 bedrooms/6 bathrooms
6/2	0.299 acres	NA	NA	NA	OPEN SPACE
1/3	0.583 acres	NA	NA	NA	OPEN SPACE
1/4	0.123 acres	NA	NA	NA	OPENS PACE

Note:
The above Comments for the residential lots is the highest density of living units possible. If presold and requested by a single family residence may by constructed on any of the residential lots, and the same setbacks would apply.

Any accessory buildings, such as storage sheds, shall conform to all UDC requirements.

Developer: Edward A. Moreno, Member, Moreno LLC
POB 1538, Laramie, WY 82073
Email: FEA104@aol.com
Phone: 307 745-8821

RE: Subdivision Summary

The estimated maximum quantities for the subdivision are:

9 x Two Living Unit townhomes = 18 living units
1 x Three Living Unit townhome = 3 living units

Total of 21 living units.
Total of 63 bedrooms
Total of 126 full bathrooms.

Maximum Gross Density: 21 living units/4.90 acres = 0.23 acres per living unit
Maximum Net Average Density: 21 living units/2.26 acres = 4695 sq. ft. per living unit

The estimated minimum quantities for the subdivision are:

10 x Single Family Living Units = 10 living units
Total of 30 bedrooms
Total of 20 full bathrooms

Minimum Gross Density: 10 living units/4.9 acres = 0.49 acres per living unit
Minimum Net Average Density: 10 living units/2.26 acres = 9844 sq. ft. per living unit

The acreage calculations for the subdivision are:

Total area of subdivision: 4.90 acres

Open Space: 1.0 acres (20.4%)
Right of way: 1.51 acres (30.8%)
Storm Drainage (Lot 1, Block 1): 0.13 acres (2.6%)
Area of residential lots: 2.26 acres (46.1%)

Edward A. Moreno 3/2/11

Edward A. Moreno, Member, Moreno LLC date

Developer: Edward A. Moreno, Member, Moreno LLC
POB 1538, Laramie, WY 82073
Email: FEA104@aol.com
Phone: 307 745-8821

RE: Subdivision Development Phasing

It is the intent of the developer to construct the project in a single phase. Upon approval to proceed with construction the rough grading and utilities infrastructure will begin. After the utilities are in place street improvements will begin. At the completion of the street improvements final grading will begin and will include all required landscaping.

If seasonal weather conditions delay construction any remaining work to be done will be concluded the following construction season.

Edward A. Moreno 3/2/11

Edward A. Moreno, Member, Moreno LLC date

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK
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Developer: Edward A. Moreno, Member, Moreno LLC
POB 1538, Laramie, WY 82073
Email: FEA104@aol.com
Phone: 307 745-8821

RE: Common Areas (Open Space)
The common areas consist of Lot 1, Block 1
Lot 6, Block 2
Lot 1, Block 3
Lot 1, Block 4

Lot 1, Block 1 which will be dedicated as a storm water detention pond will not be considered "Open Space" as required by the Code. The final pond design will essentially be an enlargement of the existing Detention Pond (L8 B10 W13th) to the north and will use the existing outlet structure to drain into the existing sewer system in 9th street. The new pond (L1 B1 Laramore & L8 B10 W 13th) will be landscaped as shown on the landscaping plan. All open space landscaping will be irrigated as required.

There will be no amenities to the common areas which are not shown on the Landscape Plan drawing.

As per Laramie City Code 17.38.130.F: "Moreno LLC hereby dedicates to the City of Laramie the right to regulate any construction over the area designated as common space, open air recreation area, and non-encroachable area and to prohibit any construction within said areas and spaces inconsistent with the public interest".

Moreno LLC and Laramore Addition Home Owner's Association does hereby grant permission to the City of Laramie Parks and Recreation Department to inspect the Common Areas and Open Space of said subdivision for the purpose of larva mosquito abatement.

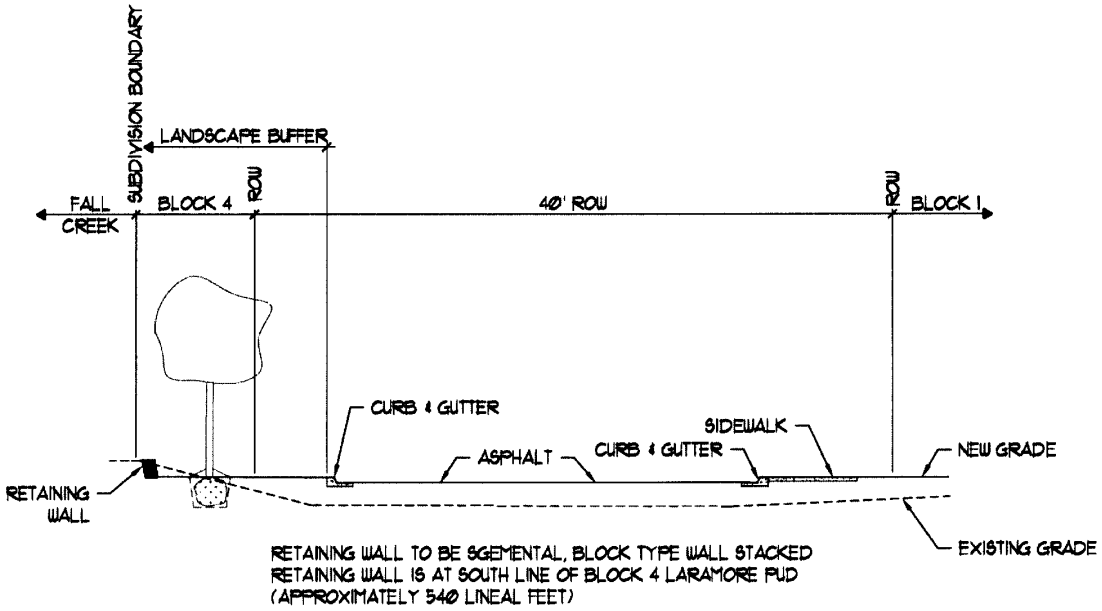
Moreno LLC and Laramore Addition Home Owner's Association will dedicate the commons areas to the City of Laramie at any time if requested by the City of Laramie if the City is willing to take over maintenance and ownership of said commons areas.

A homeowners' association will be created at the Final Plat stage of the PUD process to comply with sections 17.38.020.C & D and 17.38.120.A.5. (see Exhibit A-1 & A-2)

David Ohde & Associates, Wyoming registered landscape architect, has been retained by Moreno LLC to provide landscaping design services for the Laramore Addition PUD. It is the intention of the developer to incorporate landscape planning that will utilize draught resistant plantings to minimize irrigation watering requirements. Lots directly adjacent to the south boundary of the Laramore PUD and north boundary of Fall Creek will act as buffers for the PUD and the existing Fall Creek development (see page 18 for conceptual sketch of this area). The open spaces shall be landscaped with a minimum one tree for every 80 lineal feet of lot frontage and shall have 90% living/10% non-living ground cover. See open space landscape plan, L-1, Engineering Drawings.

Edward A. Moreno 3/2/11

Edward A. Moreno, Member, Moreno LLC date



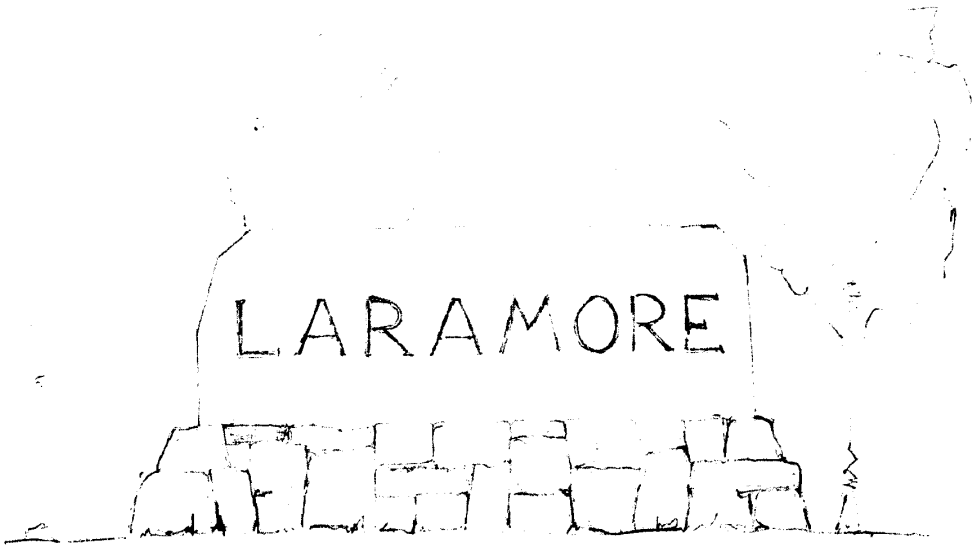
SECTION LOOKING WEST

Developer: Edward A. Moreno, Member, Moreno LLC
POB 1538, Laramie, WY 82073
Email: FEA104@aol.com
Phone: 307 745-8821

RE: Subdivision Sign

The subdivision sign will be located at the NE corner of Block 3, Laramore Addition with the exact location and design as shown on the approved Landscape Plan to be prepared by David Ohde & Associates.
The subdivision sign shall be no larger than 3' x 8' or a total of 24 square feet and shall not be lighted. The sign shall be "monumental" in nature.

Edward A. Moreno 3/2/11
Edward A. Moreno, Member, Moreno LLC date



Developer: Edward A. Moreno, Member, Moreno LLC
POB 1538, Laramie, WY 82073
Email: FEA104@aol.com
Phone: 307 745-8821

RE: Subdivision Fencing

All subdivision fencing shall meet Municipal Code requirements. Split rail fencing will be required prior to issuance of a Certificate of Occupancy for each living unit. (See conceptual site plans on page 12 & 13)

Edward A. Moreno 3/2/11

Edward A. Moreno, Member, Moreno LLC date

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK
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EXHIBIT A-1

LARAMORE HOMEOWNER'S ASSOCIATION
A Wyoming Unincorporated Nonprofit Association

ARTICLES OF ASSOCIATION

Article I: **Name.** The name of the association is **LARAMORE HOMEOWNER'S ASSOCIATION.**

Article II: **Form of Entity.** The Association is a Wyoming statutory "Unincorporated Nonprofit Association".

Article III: **Purpose.** This Association is organized for any and all lawful purpose for which an unincorporated nonprofit organization may be organized under the laws of the State of Wyoming, including managing and maintaining the common open space in Laramore Addition – Planned Unit Development, City of Laramie, Wyoming.

Article IV: **Principal Place of Business.** The address of the initial principal place of business of the Association is 2115 Vista Drive, Laramie, Wyoming 82070.

Article V: **Members and Membership Qualifications.** All Members shall be owners of property in Laramore Addition. Owners of a property that is owned by two or more persons, or owned in the name of a legal entity, shall be considered jointly as a single Member. The initial Members shall be the Developer, J. Moreno Inc., and the first additional property owner.

Article VI: **Admission of Additional Members.** Each purchaser of property in Laramore Addition shall become a mandatory Member of the Association, such purchase to be deemed a full acceptance of these Articles of Association.

Article VII: **Voting Rights.** Each Member shall have one vote for each property owned within Laramore Addition, except that each lot owned by the Developer, J. Moreno Inc., shall have two votes.

Article VIII: Management of Association.

(A) The Developer, J. Moreno Inc., shall manage the Association until such time as five or more lots within Laramore Addition are owned by additional Members.

(B) At such time as five or more lots within Laramore Addition are owned by additional Members, the Association shall be governed by a Board of Directors, which shall consist of at least three Members, each of whom shall be an owners of, or equity holders in owners of, property in the Laramore Addition.

(C) Initially, the Developer shall appoint all three Directors; one Director shall serve one (1) year; one Director shall serve two (2) years; and one Director shall serve three (3) years; subsequent terms of Board Members shall be three (3) years.

(D) After the initial appointments, election of Directors, and removal of Directors, shall be by simple majority vote of the Members.

Article IX: Continuation of Business. Upon the bankruptcy, death, dissolution, expulsion, resignation, or retirement of any Member or upon the occurrence of any other event which terminates the continued membership of any Member in the Association, the remaining Members of the Association, shall continue the business of the Association.

Article X: Indemnification.

(A) The Association shall indemnify an individual made a party to a proceeding, civil or criminal, because he is or was a Director, member, officer, employee, or agent of the Association against any liability incurred in the proceeding as a result of such status to the maximum extent permitted by law.

(B) The Association shall pay for or reimburse the reasonable expenses, including reasonable attorneys' fees, incurred by a Director, member, officer, employee, or agent of the Association who is a party to a proceeding in advance of final disposition of the proceeding to the maximum extent permitted by law.

(C) The indemnification and advance of expenses authorized herein shall not be exclusive of any other rights to which any Director, member, officer, employee, or agent may be entitled under any agreement, vote of members, or otherwise.

Article XI: Maintenance of Common Open Space. The Association shall be responsible for maintenance of the common open space in Laramore Addition, including landscaping as set forth in such Landscaping Plan as may be approved by the City of Laramie.

(A) *Contract with City.* The Association may enter into a contract with the City of Laramie providing for the permanent care and maintenance of the common open space.

(B) *Insurance.* The Association shall be responsible for liability insurance on the common open space and any recreational facilities located there.

Article XII: Covenants. Each Member, as a condition of purchase of property in Laramore Addition, shall be bound by the Covenants filed in the Office of the Albany County Clerk, applicable to the Laramore Addition, including but not limited to the following provisions:

(A) *Permanency.* Restrictions on the use of the common open space in the Laramore Addition shall be permanent.

(B) *Membership Dues.* Each lot sold shall be assessed Association dues in such amount as will pay all maintenance costs for the common open space, plus insurance; the assessments shall become a lien on a Member's property in the event of default. Members shall be jointly liable to the City of Laramie for the cost of curing any failure to maintain the common open spaces.

(C) *Color Restrictions.* Buildings within Laramore Addition may be painted initially only in exterior colors approved by the Developer, and repainted in colors approved by the Board of Directors of the Association.

(D) *Separate Property Maintenance.* Each Member shall complete the planting of a yard within twelve (12) months after purchase, and maintain the Member's individual property in a neat and uncluttered manner, including lawn mowing and snow removal.

Article XIII: Amendment. These ARTICLES OF ASSOCIATION may be amended only by the unanimous written agreement of all Members.

Article XIV: Governing Law and Dispute Resolution.

(A) This Association shall be governed by, and these Articles shall be construed in accordance with, the laws of the State of Wyoming.

(B) Should any legal dispute arise regarding the Association, venue shall be proper in a court of competent jurisdiction in Albany County, Wyoming.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Association for the purpose of forming a Wyoming Unincorporated Nonprofit Association under the laws of the State of Wyoming this _____ day of _____, 2011.

J. MORENO INC.

By: _____
Edward A. Moreno
President

_____
Lot Owner

Exhibit A-2

DECLARATION OF THE LARAMORE ADDITION TO THE CITY OF LARAMIE PLANNED UNIT DEVELOPMENT
and
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

This is a Declaration of *the Laramore Addition Planned Unit Development, and of the* Protective Covenants, Conditions and Restrictions regulating and controlling the use and development of real property, made effective the ___ day of _____ 2011, by Moreno LLC, a Wyoming limited liability company, hereinafter referred to as the "Declarant."

ARTICLE I - PURPOSE AND DECLARATION

1.1 Declaration. Declarant is the owner of all of those lands and Lots within Laramore Addition, City of Laramie, Albany County, Wyoming, a new subdivision more particularly described and platted in that certain Final Plat approved by the Laramie City Council on _____, 2010, and recorded in the Office of the County Clerk of Albany County, Wyoming, as Document No. _____, on _____, 2011, which Plat is incorporated herein by reference and a copy attached hereto as Appendix A.

1.2 Purpose. Laramore Addition is a residential area, and Declarant is adopting the following Protective Covenants, Conditions and Restrictions [the "Covenants"] for the benefit of all owners of the PUD to assure that the appearance, condition, and use of the PUD remains consistent with a desirable residential development containing green space and a private park.

1.3 Binding Effect. Declarant hereby declares that the Laramore Addition, and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following Protective Covenants, Conditions and Restrictions. The Covenants shall run with the land and the Laramore Addition property and any portion thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the Laramore Addition or any part thereof, and shall inure to the benefit of every owner of any part of the Laramore Addition.

1.4 Ownership of Open Space. The transfer by Declarant to each owner of a residential property in the Laramore Addition shall include an undivided proportionate ownership share in the land area designated as common open space, which shall be subject to the provisions of these Covenants which limit the use of such space to the common use and benefit of the residents of the development, for recreation and use as a private park, separate from the individual owners' yards, streets and parking.

ARTICLE II - DEFINITIONS

2.1 The following terms and phrases shall be defined for purposes of these Covenants as follows:

a. "Association" shall mean Laramore Homeowners Association ["LHOA"], an "Unincorporated Nonprofit Association," formed and operated in accordance with Wyoming Statutes §§ 17-22-101, *et seq.*, composed of the Owners of properties in the Laramore Addition, established to administer and enforce these Covenants, and to administer and provide common services to the Laramore Addition.

b. "Board" shall mean the Board of Directors of the LHOA.

c. "Common Services" shall mean maintenance and landscaping of the common open space, and other duties, rights and responsibilities provided for herein or reasonably inferred herein in order to carry out the purposes of these Covenants.

d. "Owner" shall mean the record owner or cumulative owners of a single residential property, including a contract purchaser, but excluding anyone having an interest solely as security for performance of an obligation.

e. "Lot" shall mean a single residential property, which shall be such portion of a platted lot referenced on the attached plat as shall contain a single dwelling.

f. "Open Space" shall mean the common open space, dedicated for the use and enjoyment of all Owners of Lots in the Laramore Addition.

ARTICLE III - HOMEOWNERS ASSOCIATION

3.1 Formation. Declarant shall create an unincorporated, nonprofit Association, the LHOA, composed of the Owners of residential properties in the Laramore Addition and having as its members all such Owners. The rights, duties, assessments, and other obligations of the LHOA and its members and Board of Directors shall be governed by these Covenants and any other bylaws subsequently adopted by the LHOA which are not in conflict with these Covenants. The LHOA shall become operational upon the conveyance by Declarant of any property in the Laramore Addition.

3.2 Membership. Each Owner shall be a Member of the LHOA, joint or multiple owners of a single Lot shall be jointly considered a single Member.

3.3 Authority and Duties. Pursuant to the powers and authority vested in it by Wyoming law and these covenants, the Board shall have the full power and authority to manage the business and affairs of the LHOA and shall be responsible for the enforcement and administration of the requirements of these Covenants and other covenants for which the Board is legally responsible, and shall approve all development, contract for and supervise Common Services, enforce the development and use of regulations, provide for necessary insurance, and take all other actions necessary to administer and enforce these Covenants.

3.4 Number, Election, Tenure, and Qualifications. The Declarant shall appoint a single person to act as the Board of Directors of the LHOA until there are more than five Members, at which time the number of Directors of the LHOA shall be three (3). Initially, the Declarant shall appoint all three Directors. and shall designate . After three Directors are appointed, one Director shall serve one (1) year; one, two (2) years; and one, three (3) years; thereafter, terms of Board Members shall be three (3) years.

3.5 Actions of the Board. The Board of Directors shall act pursuant to majority vote.

3.6 Limited Liability of Directors. Members of the Board, and the officers, assistant officers, agents and employees acting in good faith on behalf of the LHOA:

a. Shall have no personal liability in tort to any Member, Owner, person or entity as a result of Board act or any mistake of judgment, negligence or otherwise, or under any agreement, instrument or transaction entered into by them on behalf of the LHOA in their capacity as such, except for willful misconduct or bad faith; and,

b. Shall have no personal liability arising out of the use, misuse or condition of the common open space of the Laramore Addition which might in any way be assessed against or imputed as a result of or by virtue of the capacity as Director.

3.7 Budget. The LHOA shall prepare an annual budget and the Board of Directors shall mail or otherwise deliver a summary of the budget to the Members.

3.8 Duties of the Board. The Board shall have the duties and functions set forth herein for the benefit of the Owners, and for the maintenance, administration and improvement of the common open space in the Laramore Addition, as may be required or appropriate, including the Common Services for the benefit of the Laramore Addition and the Owners. The Board may engage the services of a manager or such other contractors as it deems necessary or desirable to provide such Common Services.

3.9 Meetings. The Members of the LHOA and the Board of Directors of the LHOA shall hold annual meetings. The first annual meeting shall be held in the month of June 2012, as shall be called by Declarant. At such initial annual meeting, the Members of the LHOA shall determine the preferred time, date and location for the annual meetings thereafter. Other special meetings of the LHOA may be called at any time by the written request of the Owners of any four (4) lots. Written notice of any and all meetings of the LHOA shall be sent to all Owners not less than fifteen (15) days and not more than thirty (30) days in advance of the meeting.

3.10 Member Voting. Except as may otherwise be provided in these Covenants, each Owner of a Lot shall have one vote to cast upon any matter to be decided by a vote of the Members, except that each Lot owned by Declarant shall be entitled to two votes. In effect, the Developer shall have majority controlling vote over all LHOA matters until such time as 14 of the 21 residential lots in the Laramore Addition – Planned Unit Development are sold. If more than one person or entity owns a Lot, the vote of such Member shall be cast as determined by the owners of such Lot. If the joint owners of a Lot are unable to reach agreement as to such Member's vote, the Board shall have the right to disqualify the vote on an issue to which such Member would otherwise be entitled to vote. Each Owner may vote in person or by proxy at all meetings of the LHOA. The presence of Owners or of proxies entitled to cast a majority of all the votes of the LHOA shall constitute a quorum. If the required quorum is not present, the Members present shall have the power to adjourn the meeting from time to time without notice other than the announcement at the meeting, until a quorum shall be present.

3.11 Limitations. No part of the earnings or dues paid to the LHOA shall be distributed to an Owner, except that the LHOA may pay an Owner reasonable compensation for services rendered to the LHOA.

ARTICLE IV - ASSESSMENTS

4.1 Purpose of Assessments. Assessments (also referred to as membership dues) levied by the Board shall be used only to promote the recreation, health, safety and welfare of Owners, for capital improvements, for operation of the LHOA, and for providing the Common Services and maintenance of the common area and enforcement of these Covenants.

4.2 Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such document, is deemed to have consented to be subject to these Covenants and agrees to pay the LHOA monthly dues, initially in the sum of $30.00 per month. Developer will pay the first three months dues for each initial Lot owner at the time the Lot is purchased.

a. The annual assessments and special assessments, together with interest, costs, and reasonable attorneys' fees, shall constitute a continuing lien superior to all other liens and encumbrances except: (i) Any assessment lien created or claimed under this Declaration shall be subject and subordinate to the rights of any mortgagee or holder of a deed of trust under a duly recorded first mortgage or deed of trust made in good faith and for value and which was recorded before the date on which the assessment sought to be enforced became delinquent; (ii) liens and encumbrances recorded before the recordation of this Declaration; and (iii) liens for real estate taxes and governmental assessments against the Lot.

b. The lien hereunder shall not affect the priority of mechanics' or materialmen's liens or the priority of liens for other assessments made by the LHOA.

c. Recording of this Declaration constitutes record notice of the terms and obligations herein.

d. The LHOA's lien may be foreclosed in any manner provided by Wyoming Law.

e. Assessments shall be a personal obligation of each Owner, and suit to recover money judgment shall be maintainable without waiving the lien securing it.

4.3 Annual Budget. At least thirty (30) days in advance of each annual assessment period, the Board shall prepare an annual budget estimate for Common Services and the administration of the LHOA, including insurance coverage as needed, and fix the amount of the annual assessment based on this estimate. The budget estimate may include a reserve for future contingencies.

4.4 Uniform Rate of Assessment. Both annual and special assessments shall be fixed at an equal rate for each Lot conveyed or developed by Declarant, whether undeveloped or developed. Assessments shall be collected on a monthly basis at the discretion of the Board. Assessments shall not be imposed on undeveloped lots owned by Declarant.

4.5 Date of Commencement of Annual Assessment and Due Dates. The annual assessments provided for herein shall commence as to all Lots subject to assessment on the first day of the month following the conveyance of the Lot. The Board shall operate on a calendar year basis. The Board shall fix the amount of the annual assessment against each Owner at least thirty (30) days in advance of each annual assessment period and written notice of the annual assessment shall be sent to every Owner, purchaser or mortgagee, and for a reasonable charge shall furnish a certificate signed by a Member of the Board setting forth whether the assessments on a specified Lot have been paid.

4.6 Interest. Effect of Nonpayment of Assessments. Remedies. Any assessments that have not been paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The LHOA may bring any action provided or permitted by law against an Owner who is delinquent in payment of assessments, either individually or to foreclose the lien against the Lot.

ARTICLE V - PROPERTY REQUIREMENTS

5.1 Restriction on Use of the Common Area. The common open space in the Laramore Addition shall be a private park used only by Members and their guests for leisure and recreation, subject to rules and regulations adopted by the Board of LHOA; use of powered vehicles in the common open space shall be prohibited.

5.2 Permanency. This restriction on use of the common open space shall be permanent.

5.3 Membership Dues. Each property sold shall be assessed LHOA membership dues in such amount as will pay all maintenance costs for the common open space, plus such insurance as the Board deems appropriate.

5.4 Member Liability for Cure. The individual Members shall be jointly and severally liable to the City of Laramie for the cost of curing any failure of the LHOA to maintain the common open spaces in accordance with City requirements.

5.5 Color Restrictions. Buildings within the Laramore Addition may be painted initially only in exterior colors approved by the Developer, and they may be repainted only in such colors as are approved by the Board of Directors of LHOA.

5.6 Separate Property Yard and Landscape. Each Member shall be required to complete the planting of a yard for each residence within twelve (12) months after purchase, and to provide such landscaping as shall be reasonably required in the Landscape Plan for Laramore Addition approved by the City of Laramie.

5.7 Separate Property Maintenance. Each Lot, its yard and landscaped areas, and all improvements thereon shall be maintained in a neat, clean, safe and well-maintained condition, free of refuse, garbage, trash and other unsightliness. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view.

ARTICLE VI - GENERAL

6.1 Violations, Enforcement, Liens and Costs. The limitations, restrictions and requirements for land use and development set forth in these Covenants shall be enforceable by the Declarant, by the Board, or by any Member of the LHOA as permitted by law.

6.2 Duration of Covenants. All of the Covenants, Conditions and Restrictions set forth herein shall continue and remain in full force and effect at all times against the property within the Laramore Addition and the owners and purchasers of any portion thereof, subject to the right of amendment as set forth herein. These Covenants shall be effective upon the date of recordation in the office of the Albany County Clerk. Unless sooner terminated in accordance with the provisions herein, this Declaration and all the Covenants herein shall remain in full force and effect for an initial period of Twenty (20) years from the date of recordation hereof and thereafter, unless revoked by written declaration of not less than three-fourths (3/4) of the Owners, shall automatically renew for successive periods of Twenty (20) years each.

6.3 Severability. A decision by a court of competent jurisdiction invalidating any part or provision of these Covenants shall not affect the remaining provisions herein, all of which shall remain in full force and effect.

6.4 Acceptance of Covenants. Each Owner shall be bound by and subject to all of the provisions of these Covenants, and each Owner, through his or her purchase or ownership, expressly accepts and consents to the operation and enforcement of all of the provisions of these Covenants.

6.5 Amendment or Revocation. These Covenants may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal and executed by not less than three-fourths (3/4) of the Owners; provided, however, that for so long as Declarant remains record owner of any Lots within the Property, amendment shall require not less than three-fourths (3/4) vote of the Owners and the vote of the Declarant.

6.6 Declarant's Development Period. The Declarant's Development Period shall be defined as a period commencing upon the recording of this instrument and ending upon the earlier of January 1, 2015 or at any time Declarant voluntarily relinquishes control to the LHOA. No special Declarant rights created or reserved under this section may be transferred except by an instrument, executed by the transferee, evidencing the transfer recorded in the office of the County Clerk of Albany County, Wyoming. Declarant's ability to transfer its reserved and/or special rights shall be limited to the following circumstances:

a. Should Declarant determine it necessary to transfer its proceeds and property holdings to another entity which shares a mutual incorporator, member, partner or shareholder with Declarant.

b. Should Declarant sell more than Fifty Percent (50%) of the total Lots it owns at the time of sale, and which then exist in the Property, to a single individual, partnership, general partnership, limited liability company, or corporation.

6.7 Declarant's Reserved Right to Amend this Declaration. During Declarant's Development Period, Declarant may, without the consent or concurrence of the Board, the Members, Owners or any other party:

a. Amend, modify or revoke this Declaration if reasonably necessary, in the sole discretion of Declarant, to conform to any requirement, law, ordinance, regulation, or policy of any governmental agency, department or body of the United States, the State of Wyoming or the City of Laramie, in order to qualify for financing or insurance for mortgages under VA or FHA or other lending programs; or,

b. Establish, vacate, and relocate Lots, easements, and utility locations to comply with the requirements of the City of Laramie.

6.8 No Waiver. The failure of the Board or its agents to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

IN WITNESS WHEREOF, Declarant has executed this DECLARATION OF THE LARAMORE ADDITION TO THE CITY OF LARAMIE PLANNED UNIT DEVELOPMENT and DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS, to be effective on the date set forth above.

MORENO LLC

By: _____
Edward A. Moreno
Member

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by Edward A. Moreno, who first declared that he was acting in his capacity as a Member of, and with authority to act for, Moreno LLC, a Wyoming limited liability company, this ____ day of _____ 2011.

Witness my hand and official seal.

_____
Notary Public

My commission expires:

City of Laramie
Community Development Department
P.O. Box C
Laramie, WY 82073

Planning: (307) 721-5207
Code Administration: (307) 721-5271
Fax: (307)721-5248
Engineering: (307) 721-5250
Fax: (307) 721-5216
TTD: (307) 721-5207

May 19, 2010

Moreno, LLC
Attn: Edward Moreno
PO Box 1538
Laramie, WY 82073

Dear Mr. Moreno

At the Laramie City Council meeting held on May 18, 2010, a Planned Unit Development acreage reduction request was approved. Based on the approval, Moreno, LLC will be permitted to submit a Preliminary PUD for the 4.9 acre property generally located between 9th Street and 13th Street.

Please contact me with any questions you may have regarding this approval, or the future Preliminary PUD submittal.

Derek T. Teini, AICP

Associate Planner, Community Development Department
City of Laramie, Wyoming
307-721-5245

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK
3/23/2011 2:30 PM #2011-1535 32 OF 33

EXHIBIT B

OWNER:

MORENO LLC

Joseph A. Moreno
JOSEPH A. MORENO, MEMBER

Benigna M. Moreno
BENIGNA M. MORENO, MEMBER

Edward A. Moreno
EDWARD A. MORENO, MEMBER

ACKNOWLEDGEMENT

STATE OF WYOMING
} SS
COUNTY OF ALBANY

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JOSEPH A. MORENO ON THIS 23 DAY OF March A.D. 2011

WITNESS MY HAND AND OFFICIAL SEAL

Duane Toro 9-28-2011
MY COMMISSION EXPIRES

Duane Toro Notary Public
County of Albany State of Wyoming
My Commission Expires: Sept. 28, 2011

ACKNOWLEDGEMENT

STATE OF WYOMING
} SS
COUNTY OF ALBANY

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY BENIGNA M. MORENO ON THIS 23 DAY OF March A.D. 2011

WITNESS MY HAND AND OFFICIAL SEAL

Duane Toro 9-28-2011
MY COMMISSION EXPIRES

Notary Public
State of Wyoming
Albany
My Commission Expires: Sept. 28, 2011

ACKNOWLEDGEMENT

STATE OF WYOMING
} SS
COUNTY OF ALBANY

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY EDWARD A. MORENO ON THIS 23 DAY OF March A.D. 2011

WITNESS MY HAND AND OFFICIAL SEAL

Duane Toro 9-28-2011
MY COMMISSION EXPIRES

Duane Toro Notary Public
County of Albany State of Wyoming
My Commission Expires: Sept. 28, 2011

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK
3/23/2011 2:30 PM #2011-1535 33 OF 33