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STATE OF WYOMING )

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COUNTY OF ALBANY )

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR LANDS SEPARATELY OWNED

THIS DECLARATION made on the date hereinafter set forth by Ch Dolan and Mary F. Dolan, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS Declarant is the owner of certain real property situate County of Albany, State of Wyoming, more particularly described as:

Snowy View Acres, A Subdivision lying in the Southwest Quarter Section 6, Township 15 North, Range 72 West of the 6th P.M., Albany County, Wyoming.

including Units as are more particularly described as Lots 1 - 4 Block 1 on of Snowy View Acres attached hereto and hereinafter referred to "Property"; and

WHEREAS, Declarant desires to establish by this Declaration a pl ownership in fee simple of real property units separately owned.

NOW, THEREFORE, Declarant does hereby publish and declare lands and improvements constructed and located thereon, are hereby use and ownership as set forth herein and the following terms, conditions, easements, and restrictions, uses, limitations, and obligations be deemed to run with the land, shall be a burden and a benefit to Declarant, successors and assigns and any person acquiring or owning an interest in real property and improvements, their grantees, successors, or assigns.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Snowy View Homeowners Association, its successors and assigns operated as a not for profit association or corporation. The By-laws shall govern the administration of the property and the members shall be all owners of the Units in the entire Association. Officers will be elected from the members to carry out functions of the Association.

Section 2. "Owner" shall mean and refer to record owner, whether one or more persons or entities, of a fee simple title to any unit which is a

Project, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Declarant" shall mean and refer to Charles W. Dolan and F. Dolan, and their successors and assigns.

Section 4. "Unit" means individually owned lands.

Section 5. "Project" means the land and all building and improvements located on the land, and all rights, easements, and appurtenances belonging thereto.

Section 6. "Map" means the plat, consisting of a map of the land, description thereof, locations of boundaries of each unit, unit identification numbers together with such other information as may be included thereon at the discretion of the Declarant.

Section 7. "Mortgagee" means any person or other entity or any state to the interest of such person or entity, named as the Mortgagee, trust beneficiary or creditor under any recorded mortgage, deed of trust, or other instrument by which a Unit or any part thereof is encumbered.

Section 8. "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns more units but excluding, however, any such person having an interest merely as mortgagee (unless such mortgagee has acquired fee simple interest therein pursuant to foreclosure or any proceedings in lieu thereof).

## ARTICLE II PLAT

The plat of the Land and of the improvements thereon shall be recorded in the office of the Albany County Clerk and Ex-Officio Register of Albany County, Wyoming. The plat shall be filed for record prior to conveyance of any Unit to a purchaser. The plat shall depict and show a description of the land and measurement thereof including all units.

## ARTICLE III DESCRIPTION OF UNITS

A. Every contract for the sale of a Unit may legally describe a Unit by an identifying unit designation, followed by the words "Snowy View Acres" and the location of such Unit shall be depicted on the Map subsequently recorded.

recordation of the Map in the County of Albany, Wyoming, such description be conclusively presumed to relate to the thereon described Units.

B. After the Map and this Declaration have been recorded in the of the County Clerk and Ex-Officio Register of Deeds, of Albany County, Wyo every contract, deed, lease, mortgage, trust deed, will or other instrument legally describe a Unit as follows:

Lot \_\_\_, Block 1, Snowy View Acres,  
Albany County, Wyoming.

C. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect the Unit, and incorporate all of the rights and burdens incident to ownership of a Unit and all of the limitations thereon as described in this Declaration and Map. Each such description shall be construed to include an exclusive easement to owners for utility purposes including sewer effluent lines; and for ingress and egress to and from the Owner's Unit.

#### ARTICLE IV NATURE OF OWNERSHIP

A. Division. The real property described in Exhibit A which has been submitted to individual ownership, including the improvements thereon, is hereby divided into fee simple estates. Each such estate shall consist of a separately designated Unit and an undivided interest owned by the declarant. Title to each Unit is hereby made subject to the terms and conditions hereinafter set forth which shall bind the Declarant and all subsequent Owners, whether or not such terms and conditions are expressed in the deed by which any Owner acquires his Unit.

B. Taxation. Declarant shall give written notice to the Assessor of Albany County, Wyoming, of the creation of joint ownership of the project as provided by law, so that each Unit shall be deemed separate parcels and subject to separate assessment and taxation.

C. Owning Entity. A Unit may be held and owned by more than one person or entity as joint tenants or as tenants in common or in any other form of ownership recognized under the laws of the State of Wyoming.

D. Inseparability. No part of a unit or of the legal rights connected with ownership thereof may be separated from any other part thereof during the term of ownership prescribed herein, so that each Unit must be conveyed, released, or encumbered only as a constituent Unit.

E. Partition. Neither an Owner, a Group of Owners, nor an Owners' Association shall have the right to combine, divide, or partition any Unit or to convey and in taking title to any Unit the Owner thereof shall be deemed to have

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 or severally, from the parties violating the same, attorney's fees, costs and damages the Association incurs in connection therewith.

ARTICLE V  
USE OF UNITS

A. Residential. The Unit shall be used only for residential purposes provided however, that any person who practices a profession such as a lawyer, architect, engineer or such other similar professional occupation shall maintain as an integral part of the physical residence, an office which may be his principal office.

B. Prohibitions. Nothing shall be done or kept in any Unit or a portion thereof which would result in the cancellation of the insurance of the Project or any part thereof or increase the rate of the insurance on the Project or a portion thereof over what the Association, but for such activity, would pay, with the 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 authority, or laws or the reasonable rules and regulations of the Association or any applicable protective restrictions and covenants. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from such damage or waste caused by him or his invitees.

C. Architectural Control Committee. The Architectural Control Committee shall consist of Charles W. Dolan and Mary F. Dolan and a designee of Warren Live Stock Co. for so long as Charles W. Dolan, Mary F. Dolan and Warren Live Stock Co. desire, in their sole discretion. If, at any time, Charles W. Dolan and Mary F. Dolan or Warren Live Stock Co. desire, in their sole discretion, to withdraw from the Architectural Committee, a replacement member shall be elected by the membership for each such withdrawing original member among the duly elected officers of the Association.

ARTICLE VI  
ASSOCIATION ORGANIZATION AND BY-LAWS

A. Administration and Management. Owners of each unit shall become a member of the Association upon conveyance to them of their unit and shall remain a member for their period of the ownership. The Association shall be granted all of the powers necessary to govern, maintain, manage, administer and regulate the project and to perform all of the duties required by law. The Association shall grant to each first mortgagee of a Unit the right to inspect the books and records of the Association at any reasonable time.

B. Association Function. The Association shall manage, control and maintain the roads to, from and within the development. The Association shall use its best efforts to join and participate with mutual homeowner associations established for the maintenance of public roads, snow removal and fire protection.

C. Transfer. Except as otherwise expressly stated herein, all rights, interest, and obligations of the Association set forth herein or hereinafter 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 the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

D. Voting Rights. Association members shall all be Owners and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The voting rights in such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

E. Rules and Regulations. The Association may make rules and regulations governing the use of the Units, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may suspend any Owner's voting rights in the Association for any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owner under this Declaration. The Association may also take litigative action against any Owner to enforce compliance with such rules, regulations or other obligations or to recover damages for non-compliance. Such damages shall include payment of the Association's costs and reasonable attorney fees incurred as a result of such Owner's noncompliance.

F. Notice and Quorum for any Action Authorized. Written notice of any meeting called for the purpose of taking any action authorized shall be given to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting.

## ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS

A. Personal Obligation of Assessments. The Declarant, for itself and its assigns, and each Owner of any Unit owned within the Properties, hereby covenants, and each Owner of any Unit, by its acceptance of a deed therefor, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges as determined, from time to time by the Association to be due and owing by the Owners; and

- (2) Special assessments for road improvements, such assessments to be established and collected as hereinafter provided; and
- (3) Specific assessments pertaining to mutual homeowners associations established for maintenance of public roads, snow removal and fire protection.

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 such assessment is made. Each such assessment, together with interest and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment is made. Subject to Article VII, Section I, the personal obligation for delinquent assessments shall pass to an Owner's successors in title unless expressly disclaimed by them by written notice to the Association prior to transfer of title.

C. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Units and for the improvement, maintenance and operation of roads situated within the Project, and other activities mutually approved for the joint benefit of the Owners.

D. Notice and Quorum for any Action Authorized Under this Section. Written notice of any meeting called for the purpose of taking an action authorized under this Section shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the quorum is not present, another meeting may be called subject to the same requirements, and the required quorum at the subsequent meeting shall be a majority (1/2), or thirty percent (30%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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

F. Rate of Special Assessments. Any special assessment as determined hereunder shall be apportioned equally among all owners and shall be collected in the manner approved by the Association in accordance with this Declaration.

G. Date of Commencement of Annual Assessments; Due Dates. Unless otherwise determined by the Association, the annual assessments shall be due on the first day of January of each year.

period provided for herein shall be for a calendar year, from January to December 31. The Association shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment anniversary. Written notice of the annual assessment shall be sent to the Owner subject thereto. The payment due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable fee, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified unit have been paid or are due and owing.

H. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the payment due date shall bear interest from the payment due date at the rate of twelve percent (12%) per annum. The Association shall be entitled to bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, in its discretion. In any event, the Association shall be entitled to recover costs and reasonable attorneys fees occasioned by the Owner's failure to timely pay said assessment.

I. Subordination of the Lien to Mortgages. The lien of the Association's assessments provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any Unit shall not extinguish the assessment lien; however, the sale or transfer of any Unit pursuant to mortgage foreclosure proceedings in lieu thereof, shall extinguish the lien of such assessment payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE VIII INSURANCE

A. Owner's Personal Liability and Property Insurance. An Owner shall carry such fire, casualty and personal liability insurance, as he may determine, including specifically casualty and hazard insurance for improvements constructed on his Unit.

#### ARTICLE IX USE, CONSTRUCTION AND MAINTENANCE COVENANTS AND RESTRICTIONS

A. Residential Use: The real property hereinabove described, whether or not subdivided hereafter, is hereby restricted in use for residential purposes only, and neither the premises nor any improvements thereon shall be used for any commercial, industrial, public, illegal or immoral purpose or purpose.

no public nuisance shall be maintained or permitted to exist thereon; provided, however, that any person who practices a profession such as doctor, architect, engineer or such other similar occupation, may maintain an integral part of the physical residence, an office which may not be his principal office.

**B. Construction:** Only new construction or alteration of a building shall be permitted. All construction is to be performed on site. The use of prefabricated housing will not be permitted.

All buildings and fencing shall be appropriate in character, design and architecture for the area. No building shall be erected, altered, placed or permitted to remain on any part of the property hereinabove described, other than one detached single family dwelling and a private garage, and buildings incidental to residential use may be permitted. All buildings will be designed to blend with the land as much as possible; no aluminum or galvanized metal will be used to build or side any buildings. The size of a one story building shall not exceed 1200 square feet in size. All construction and alterations shall comply with provisions of the following standard codes or their amendments:

Uniform Building Code, then current edition,  
International Conference of Building Officials.

National Plumbing Code, then current edition.

National Electrical Code, then current edition.

National Fire Protective Association,  
International

and with such State of Wyoming building and safety codes as may be applicable. Variances from the terms of such codes in substitution of applicable codes shall be made only with the consent of the Architectural Control Committee.

**C. Subdivision:** No portion of the above-described real property shall be subdivided.

**D. Utilities.** All utilities and service lines shall be underground. The owner of each Unit shall adhere to local regulations for disposing of trash and garbage. No rubbish, debris, ashes or other trash of any kind shall be placed or permitted to accumulate upon said property. Propane tanks must be screened from public view and blend with the adjacent family dwelling.

**E. Waste Disposal:**



- (1) Each structure designed for human occupancy & connected to a private individual waste disposal system shall be at the Owner's expense. The waste disposal system shall conform to the standards applicable for the area including but not limited to the Wyoming State Public Health Department & the Wyoming Department of Environmental Quality. No public toilets shall be permitted.
- (2) Solid wastes shall be disposed of by commercial waste contractors at the Owner's expense, whether personal or commercial, in connection with the Annual Assessments determined in accordance with this Declaration.

F. Water System: Each structure designed for occupancy of human beings shall be connected to a water supply system.

G. Excavation and Mining: No excavation of any kind, including excavation for stones, 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 an improvement on a Unit. No oil drilling, development operations, quarrying, or mining operations of any kind or whatsoever shall be permitted upon said premises.

H. Continuity of Construction: All construction of structures commenced on any Unit shall be prosecuted diligently to completion and shall be completed no later than within 18 months of commencement. If the construction progress is slowed or interrupted through no fault of the Owner, the construction site shall be maintained in a neat, orderly and safe condition.

I. Fences: No fences may be erected on any property line except for a wooden, pole-type construction. No other fences, hedges or walls shall be erected or maintained except to screen service areas, patios, swimming pools, and other elements directly related to the main residential structure, and such fences shall be limited to the materials prescribed for buildings, shall have a maximum of eight feet in height, and shall fall within the setbacks prescribed for dwellings, except for property line fences.

J. Architectural Control, Design and Construction: No building or structure of any type or character shall be erected, placed or altered on the property until the construction plans and specifications and a plan showing the location of the structure or alteration have been unanimously approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structure and location with respect to topography and finish grade elevations. In general, all structures shall blend with the surrounding environment in color, texture and architectural design. The requirements are as follows:

1. Maximum height shall be thirty (30) 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, slate shingles, asphalt shingles, or metal roofing with a baked-on enamel finish, dark in color.
4. Each ranch style dwelling shall have a minimum of 2,000 square feet, finished; bi-levels and tri-level houses shall have a minimum of 2,500 square feet, finished on a combination of all levels; and a two-story house shall have a minimum of 2,500 square feet, finished in the residential unit. No basement areas will be considered a part of the finished area requirements.
5. Maximum square footage of a garage or storage building shall be no more than eighteen feet in height, 1,200 square feet and shall otherwise be subject to the same architectural requirements stated herein.

K. Improvement Set Back: No improvement, except proper fences, shall be constructed closer to any property line or easement line distance of fifty (50) feet. For the purposes of this covenant, eaves, steps and porches shall not be considered as part of such improvement. Consideration must be given to place structures so as not to disrupt the view of other Owners to provide continuity with the natural surroundings.

The conditions contained herein shall not be construed to permit a portion of a building on the Unit of one party to encroach upon the Unit of another party. No animal pens will be located closer than fifty (50) feet to adjacent property lines.

L. Nuisances: No noxious or offensive activities shall be carried on upon any part of the property subject to these covenants, nor shall any such activities be done, tolerated or suffered thereon which may become an annoyance or nuisance to other property owners on the land subject to these covenants.

M. Temporary Residence: No trailer, basement, tent, shack, barn or other out-building erected on said real property shall be at any time used as a residence, temporarily or permanently, nor shall any structure of temporary character be used as a residence, except during a period of construction of no longer than 12 months. Temporary structures will be used only upon completion of construction. Mobile homes or trailers shall not be used as temporary or permanent residences at any time.

The foregoing prohibition shall not extend to recreational vehicles or during vacation periods by parking on the premises prior to the commencement or during construction of a permanent facility on the tract, subject to the limitations described above.

N. **Signs:** No signs of any kind or character shall be displayed in 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 a total surface area of six square feet.
- (2) A sign identifying the owner or occupant of a residence situated upon said premises, which sign shall not have a total surface area exceeding four 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 away from the vision of passing motorists.

O. **Animals.** (Livestock and Poultry). Commercial animal husbandry shall not be practiced in any form. Any domestic animals and household owned by the occupant or the owner of the lot shall be kept confined within or occupied premises. No more than three dogs or three cats or a total of either of such animals shall be kept and maintained as part of any household. At no time shall any dog or cat be allowed to run at large. Only any of the foregoing animals may be maintained only until the age of twelve months is reached, at which time disposition must be made of the excess.

Up to four hooved animals may be maintained in appropriate facilities on each lot and shall not constitute a nuisance to the immediate neighbors. All animals must be maintained in a fenced area not to exceed 1/4 acre. The enclosure shall not be within fifty (50) feet of a unit boundary. Areas outside 1/4 acre fenced area will not be grazed, in order to preserve natural vegetation and prevent soil erosion.

Animals utilized and owned as participation by minors in 4-H projects shall be kept or maintained within the 1/4 acre fenced area. Any shed or barn within the 1/4 acre fenced area, which may be constructed, shall be maintained only for the purposes of keeping the above-described animals, no larger than 20 feet by 24 feet in finished dimension, with a maximum height of 16 feet.

If any animals are kept upon said lands, the occupants or Owner shall agree and shall have at all times an all risks liability insurance policy in an amount not less than \$100,000.00, which policy shall cover or pay for all

(less any applicable deductible, which shall be the responsibility of the caused by or arising out of the ownership of such animal(s). The occupant, within ten days of a request from the Declarant or the Association, shall furnish Declarant or the Association with a certificate of such insurance and mailing of a copy of such certificate to the address specified in such notice.

P. Parking of Vehicles. No vehicle, other than a vehicle that is owned by the Owner or occupant of the Unit and which has a current vehicle registration, shall be kept or stored on the premises.

Vehicles which are not in running condition or which are in a state of disrepair, shall not be parked on any roadway, or in any parking area otherwise in front of any residence. Any vehicle which appears to be abandoned shall be deemed to be an offensive activity and a nuisance as provided in Section 5 of these covenants.

All other vehicles such as trailers, campers, boats and busses shall not be parked or stored in front of any residence or on any roadway for a period in excess of seventy-two (72) hours. Construction equipment and machinery or items or their components shall not be stored in any event for any period outside of closed buildings.

Q. Vehicles and Machinery. No vehicles, machinery or equipment, except those being used for present construction purposes, shall be stored anywhere on the lands described herein unless enclosed or stored in a garage or storage building. A private vehicle, used on a daily basis, does not need to be stored in such a manner. Vehicles such as all-terrain vehicles and snow machines, are to be operated only on roads and trails designed for such use and shall otherwise be stored in the manner described herein.

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

S. Architectural Control Committee. The Architectural Control Committee's approval or disapproval as required generally and specifically in reference to this section shall be in writing. The Committee, or its duly authorized representative, shall give its approval or disapproval within thirty (30) days of receiving the required documents. Approval of any proposed construction or alteration as may be within the control of this committee must be unanimous among the members of said committee.


T. Variance. The Architectural Control Committee, in its discretion, shall have full power and authority, upon a unanimous vote of the members thereof, to grant a variance from these covenants for good cause shown in writing to prevent undue hardship on any Owner subject to the covenants. The variance, if granted, shall not violate the overall theme and appearance of the property as set forth in this Declaration.

ARTICLE X  
GENERAL PROVISIONS

- A. **Enforcement.** The Association, or any Owner, shall have the enforce, by any proceeding at law or in equity, all restrictions, covenants, reservations, liens and charges now or hereafter imposed provisions of this Declaration. Failure by the Association or by any O enforce any covenant or restriction herein contained shall in no event be d waiver of the right to do so at any time thereafter.
- B. **Severability.** Invalidation of any one of these coven restrictions by judgment or court order shall not affect any other pro hereof, which shall remain in full force and effect.
- C. **Revocation.** This Declaration shall not be completely revoked all of the Owners and all of the Mortgagees unanimously consent and a such revocation by instrument(s) duly recorded.
- D. **Amendment.** The covenants and restrictions of this Decl shall run with and bind the land described herein, for a term of thirty (30 from the date this Declaration is recorded, after which time they sh automatically extended for successive periods of ten (10) years. Exc otherwise provided herein, this Declaration may be amended during th thirty (30) year period by an instrument signed by not less than sever percent (75%) of the lot Owners, and thereafter by an instrument signed less than sixty-five percent (65%) of the lot Owners. Any amendment must l authenticated and recorded. Article V. C. and IX.J. hereof, relating composition, membership and authority of the Architectural Control Com may only be amended as provided above, TOGETHER WITH the unar consent of all current members of said committee.
- E. In the event there shall be any conflict between the provisions Declaration and any By-laws or rule and regulation of the Associatio provisions of this Declaration shall be deemed controlling until duly amen provided hereinabove.

WITNESS our hands this 15 day of <sup>September</sup> ~~May~~, 1993.

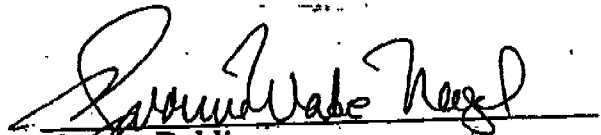
  
Charles W. Dolan

  
Mary F. Dolan

STATE OF WYOMING )  
                          ) ss.  
COUNTY OF ALBANY )

The above and foregoing DECLARATION OF PROTECTIVE COVEN.  
was acknowledged before me by Charles W. Dolan and Mary F. Dolan, on th  
15 day of ~~May~~, 1993.

WITNESS my hand and official seal this 15 <sup>September</sup> day of ~~May~~, 1993.

  
\_\_\_\_\_  
Notary Public



Commission expires: March 7, 1994