

938297

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

**ARTICLE I
DECLARANTS AND CONDITIONS**

The undersigned BLACKSTONE HOLDINGS LLC, ROGER M. JOHNSON, managing member dated February 1, 2010 (herein Declarants) being the owners of or having the contract right to acquire all of the lots and property comprising BLACKSTONE VILLAGE SUBDIVISION FILING NO. 1, a Re-subdivision of Lot 1 Block 1, Winchester Subdivision filing No. 1, which was filed in the office of the Clerk and Register of Deeds of Campbell County, Wyoming and do hereby declare that each of the lots in BLACKSTONE VILLAGE SUBDIVISION, Campbell County, Wright, Wyoming, shall henceforth be subject to the provisions, restrictions, and conditions set forth herein.

Declarants hereby declare that all of the properties described above, being BLACKSTONE VILLAGE SUBDIVISION, together with all other lands as may hereafter be subjected to this Declaration in accordance with its terms, shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the property and which shall run with the land and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and which shall incur to the benefit of each owner thereof, and which are not intended to be merely personal.

The undersigned Declarants further declare that this Declaration and every provision hereof is intended by the Declarants to constitute not only covenants running with the land but also equitable servitudes enforceable by and against all subsequent purchasers of any Lot in BLACKSTONE VILLAGE SUBDIVISION. It is the Declarants' express intent that the provisions of this Declaration are for the purpose of developing the lands herein included according to a common and uniform plan. Under no circumstances may any future buyer in the Village, contest future development or expansion within BLACKSTONE VILLAGE SUBDIVISION or its surrounding parcels developed by the declarants.

DEFINITIONS

When used in this Declaration the following terms shall have the following definition unless the context clearly indicates otherwise:

- A. "Subdivision". BLACKSTONE VILLAGE Subdivision shall include such other additional property as may hereafter be subjected to this Declaration in accordance with the terms hereof.
- B. "Lot". "Lot" shall mean each subdivided lot reflected on the recorded subdivision plat of BLACKSTONE VILLAGE and such other subdivided lots as may hereafter be subjected to this Declaration in accordance with the terms hereof.
- C. "Association". "Association" shall mean BLACKSTONE VILLAGE Homeowners Association or (HOA) as created and provided for in this Declaration.
- D. "Lot Owner". "Lot owner" or "owner" shall mean Declarants with respect to the Lot or Lots to which Declarants have record title and shall mean those persons or entities who are subsequent purchasers of Declarants having record title of a Lot. If more than one

person or entity has a record title interest in a Lot those persons or entities shall collectively be the Lot Owner of the Lot, provided however, that mortgagees and those parties having only a lien or security interest in a Lot shall not be Lot Owners. For the purposes of this Declaration if more than one person or entity shall have a record title interest in a Lot all such persons or entities shall be jointly and severally liable for the performance of the obligations imposed upon each Lot Owner hereunder.

DERATION AND ENFORCEMENT

These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a perpetual length of time from the date these covenants are recorded. No change shall be allowed to these covenants unless an instrument signed by the Owners of seventy five (75) percent of the Lots has been recorded agreeing to the change. The Owner of any Lot and the Association herein provided for shall have the right to maintain an action whether at law or in equity against any person or persons violating these covenants to seek injunctive relief, or damages or both and to recover all costs of suit, including a reasonable attorney fee. Invalidation of any provision shall not affect in any manner the other provisions hereof, which shall remain in full force and effect. Failure of any Lot Owner or the Association to pursue an action for breach of covenants shall not be deemed a waiver of any rights hereunder nor shall it in any manner affect the validity of this Declaration.

RESTRICTIONS UPON USE

1. **OUTWARD APPEARANCE of DWELLINGS:** The Lots included within the Subdivision, may be used for Townhouses, Recreation Area, Parking, Utilities and lot 55; a Rental Storage / Garage Facility, only. To maintain a uniformity of appearance the exteriors of all dwellings or structures within the Subdivision shall be uniform in color and appearance. No townhome Owner shall repaint the outside of a dwelling nor shall any change in color of any dwelling be allowed without approval of the Association. At such a time that the exterior of the structures need painted or roofed, the HOA will contract for this service in accordance with the provisions set forth hereof and pay for said service with dues and or special assessment. It is the responsibility of the owner of lot 55 to repair, maintain, paint and roof the rental storage / garages. Repairs and maintenance of the owners townhome is the responsibility of the owners themselves. Any owner including the owner of lot 55, failing to maintain the outward appearance of their dwelling will be given notice from the board of directors to correct the problem or be subject to fine and or assessment.

2. No fence shall be built on any Lot other than that which is erected around the perimeter of each lot on the Subdivision by the Declarants to be maintained by the lot owner. All fences will be maintained with shingle oil and kept in tact as to provide security and privacy. The HOA will provide shingle oil service on the perimeter fences only. It is the responsibility of the lot owner to accomplish this maintenance inside their yards and oiling will be performed no less than every 3 years between July and August by the owner.

3. No sign shall be displayed on any Lot other than a temporary "For Sale" or "For Rent" sign, the signs for the rental storage / garage and a sign or signs approved by the appropriate governmental agencies indicating the name of the Subdivision.

4. No structural changes shall be made to any dwelling or building that will affect the exterior of its structure, including appearance, without the approval of the Association.

Book 2512 of Photos, Page 594

5. No structure on any Lot shall be used for any commercial purpose excluding the rental storage in the village, without the approval of the Association.

6. Sheds are allowed with a barn style roof and will not exceed 100 square feet in size. The barn shed must be the same color and use the same shingle as the town homes. Sheds will be within the lot owner's fenced yard only. No garages, shops or any similar structures or additional structures of any kind shall be built or placed upon any Lot. Lot 55 is designated for rental storage /garages.

7. The Association may create an Architectural Committee to review all proposals to change the appearance or color of the exterior of all the dwellings and structures within the Subdivision. The Architectural Committee may be the Board of Directors of the Association and may be governed by by-laws adopted by the membership of the Association.

8. **PETS AND OTHER ANIMALS:** In the event dogs or other pets are kept on any Lot, the Owner shall insure they are confined to their Lot within the Townhome or the fenced yard area only. The Owner shall further insure that any waste from such animals be removed immediately upon its deposit by the animal.

CONDITION OF PROPERTY

1. No junk vehicles or storage of unused or non-operable automobiles or vehicles shall be allowed or permitted out side on any Lot.

2. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become a nuisance to the public or to the Owners of other Lots, residents and their guests.

3. No Lot Owner shall cause any, or permit any person, machine or device to emit loud noise that unreasonably offends the peace and quiet of other owners or occupants of any other Lot.

4. All garbage, trash and other debris of any type or nature shall be contained in a clean and sanitary facility. Trash service is a part of the HOA and will be included in the monthly dues.

STREETS

Street maintenance and snow removal on Reno Drive and Winchester Road will be done by the Town of Wright. The Association will be responsible for the cleaning of debris from sidewalks and removal of snow from the interior parking area and driveways to within 8 feet of the Townhome garages.

WATER SUPPLY

Blackstone Village is a blanket easement development! Each Lot Owner shall be responsible for maintenance of their water supply line and water supply equipment for their Townhome. Each Lot owner shall be responsible for maintenance of the water line for their Townhome. Operation, maintenance and replacement of the line from the street to the property line will be done by the Wright sewer and water District. **Some parts of water lines and shutoff valves are located such that they may cross under other lots.** In the event that there be any maintenance

necessary, the cost will be the responsibility of the Townhome owner with the maintenance needs. At no time will any owner interfere with any repairs or maintenance if a failing line crosses their property. Irrigation water for each Owner's Lot shall be metered through that Lot Owner's domestic water supply and each Owner shall pay the cost thereof.

SEWAGE DISPOSAL

Blackstone Village is a blanket easement development! Each Lot Owner shall be responsible for maintenance of their sewer line for their Townhome. Operation, maintenance and replacement of the line from the sewer main to the property line will be done by the Wright sewer and water District. **Some parts of sewer lines are located such that they may cross under parking areas or the rental storage building.** In the event that there be any maintenance necessary, the cost will be the responsibility of the Townhome owner with the maintenance needs. At no time will any owner interfere with any repairs or maintenance if a failing line crosses their property. Operation, maintenance and replacement of the line from the Lot line to the dwelling thereon will be done by the individual Lot Owner.

ELECTRICITY, CABLE, TELEPHONE and INTERNET

Blackstone Village is a blanket easement development! Electric Meters are attached in common at one location, to the foundation of each multi-plex structure. Access is allowed to all owners, meter readers and maintenance personnel. Each Lot Owner shall be responsible for maintenance of their ELECTRICITY, CABLE, TELEPHONE and INTERNET lines for their Townhome. Operation, maintenance and replacement of the line from the transformer or distribution pedestal to the property line will be done by the townhome owner. **Some parts of lines are located such that they may cross under lots.** In the event that there be any maintenance necessary, the cost will be the responsibility of the Townhome owner with the maintenance needs. At no time will any owner interfere with any repairs or maintenance if a failing line crosses their property. Operation, maintenance and replacement of the line from the Lot line to the dwelling thereon will be done by the individual Lot Owner. Each town home owner will place their satellite dish on their townhome only. All dish placements will be done as high on the structure as possible in a sightly fashion. Connection and maintenance of service lines shall be the responsibility of the Lot Owner and except for the dish installation; all other wires shall be buried underground.**PARTY WALL AGREEMENT**

All townhome structures share a common wall in the garage and on the main floor front and back porches. The townhome interior walls are independent, with an air space between owners. Any repairs or maintenance is the responsibilities the owner of the damaged side of the wall. In the event of a dispute of responsibility among the adjacent owners wall, it will be decided by a board of directors ruling.

EASEMENTS

Blackstone Village is a blanket easement development! At no time will any owner interfere with any repairs or maintenance if a failing utility crosses their property.

ARTICLE II

CREATION OF ASSOCIATION

There is hereby created the **BLACKSTONE VILLAGE HOMEOWNERS ASSOCIATION**, hereafter the "Association or HOA".

PURPOSE(S)

The purposes for which the Association is created include, but are not limited to the following:

A. To maintain a neat, clean, and uniform outward appearance of the structures, and the Village, including watering and maintenance of open spaces, common areas, signage and all elements of common landscaping (grass, trees, shrubs, etc.) and to keep driveways and sidewalks, free of debris and snow. But not including repairs to the foundations or repairs or replacement of broken windows, doors, glass, decks, steps or the mowing and maintenance of fenced yards.

B. To hold any and all monies in a single account held at a qualified financial institution, and to use those funds only for the purposes set out under this document and activities incident thereto.

C. To affix, levy, collect and enforce payment by any lawful means all charges or assessments incurred by the Association in fulfillment of its purposes. All charges shall be assessed against each Lot on an equal basis, that is, each Lot regardless of size or abutting front footage will bear an equal share of the total expenses assessed.

MEMBERSHIP & Binding Agreement

Every Owner of a Lot, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who, hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be severed from ownership of any Owner's Lot which is subject to assessment by the Association.

Each property owner and member of the association shall be subject to the assessments and regulatory actions of the board of directors of the said association as may be duly enacted in accordance with the authorization granted to said homeowners association.

VOTING

The Lots shall be divided into two classes. Class A lots shall be lots held by Owners other than Blackstone Holdings LLC., and shall be entitled to vote one vote for each lot. Class B lots shall be lots held by Blackstone Holdings LLC., and shall be entitled to 19 votes per lot (except that Blackstone Holdings LLC. cannot exercise voting power to establish salary fee structure). At the time a lot is sold by Blackstone Holdings LLC., it shall change from a Class B lot to a Class A lot.

MEETINGS

The Association shall hold an annual meeting the first Tuesday of December of each year and at such time will elect officers, approve a budget and a schedule of regular maintenance for the succeeding year, determine assessments and conduct such other business as may properly come before the Association. The Association shall hold such other regular or special, meetings as may be prescribed by the Association's by-laws.

OFFICERS AND BOARD OF DIRECTORS

The officers of the Association shall include a President who shall preside at meetings of the Association, receive and process complaints, represent the association as necessary before any City, County or State Agencies and shall generally be the executive officer of the Board of Directors; a Vice-President who shall act in the absence of the President and a contract paid Secretary-Treasurer who shall keep all records of the Association and shall collect assessments of members and make necessary disbursements of the Association's funds. The President and Vice-President shall each be elected for two year terms, or as otherwise prescribed in the Association By-Laws. The officers and directors of the Association other than the Secretary-Treasurer may not be paid any salary but may be reimbursed for expenses as the members of the Association board determine by majority vote. In the event a vacancy occurs during the term of an officer, the Board of Directors shall appoint a replacement to fill the office for the remainder of the term. The composition of the board of directors and officers, duties of the directors and officers and other parliamentary procedures will otherwise be prescribed by By-Laws adopted as herein provided.

INSURANCE

The Association shall carry a uniform homeowner's association insurance policy to cover all structures for damage caused by wind, fire, rain, hail and lightning. The Homeowners insurance policy shall also provide comprehensive general liability coverage on the common ground. The association insurance policy shall also include liability coverage for the association directors and officers.

The town home / lot owner is required to provide the association with Proof of Insurance on his / her personal property/ contents and personal liability with a minimum coverage of \$300,000 annually. The homeowners association is required to maintain an insurance file on each town home owner and has authority to request a status report on Personal insurance to verify that coverage is current and in force. Officers of the Association will be instructed to re-market the Homeowners Insurance policy via the bid process if deemed necessary.

Contractors that provide any type of service directly to the Association shall maintain proper insurance coverage and any necessary license. A Certificate of insurance from said contractor must be on file with the HOA prior to any work or service conducted on the premises. Limits of liability for the contractor will be determined by the directors depending on the scope of services provided.

The owner of Lot 55 is solely responsible for providing their own insurance coverage as it is designated a commercial rental storage / garage facility. This owner must maintain insurance and provide proof of insurance to the association.

ASSOCIATION DUES

An initial cost of Association dues will be \$100.00 per month for each Class A Lot, subject to an increase or decrease as provided herein. The fees are expected to cover the costs of the landscape maintenance, insurance, garbage service, snow removal and any business fees incurred in the general operation of the Association. The Association may contract for services as required. It is a requirement of the Association to initiate a reserve for ordinary and unordinary expenditures. The association will be required to use a Professional accounting / property management service to handle all accounting, assessment and dues business and tax issues for the Association. The association board will have the authority to select the provider of this service by majority vote of the directors. The owners of lot 55 are exempt from association dues.

INCREASING ASSESSMENTS

Subsequent to the first annual meeting, the annual assessment on each Lot may be increased or decreased year by year by vote of the Board of Directors. No increase exceeding 110% of the assessment for the previous year shall be permitted without approval from the membership. In the event that an increase in the assessment is proposed by the Board which would require membership approval the Secretary shall send notices to all members of the Association indicating the date, time, place and purpose for a special meeting at which such approval will be voted on. Notices shall be mailed or delivered at least three (3) days before the meeting date. Membership approval shall require vote of a majority of the Association members in attendance, in person or by proxy.

ASSESSMENT DUE DATE

Any assessment provided for herein shall accrue as to each Lot on the first day of the month following the conveyance of such Lot by Blackstone Holdings, LLC. The Secretary-Treasurer, upon increase or decrease in assessment, shall send written notice to each Owner subject thereto at the property address of the Owner's Lot unless another address is provided to the Association by the member and thereafter no further notice shall be needed until further increase of the assessment. Notice shall be deemed given when mailed. The due dates of assessments shall be established by the Board of Directors.

LATE CHARGES

Any assessment provided for which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its direction, require the Owner to pay a late charge in a sum to be determined by the Board of Directors, but not to exceed ten dollars (\$10.00) per delinquent assessment, plus interest at a rate of eighteen percent (18%) per annum from the date due.

LIENS

The amount of all assessments plus interest thereon and any expense reasonably incurred in collecting and/or enforcing such assessments, including reasonable attorney's fees, shall be and become a lien upon the Lot so assessed, which shall attach to the Lot as of the time the Association causes to be recorded in the office of the County Clerk of Campbell County,

Wyoming, a Notice of Assessment Lien, which shall state: 1. The amount of the delinquent assessment and such related charges authorized by this Declaration; 2. The name of the Owner of record of the Lot; and, 3. A description of the Lot against which the lien has been assessed. The Notice shall be signed by two officers of the Association. The assessment lien shall also be deemed to secure all of the foregoing items including but not limited to the amount of all assessments plus interest thereon and any expense reasonably incurred in collection and/or enforcing such assessments, including reasonable attorney's fees, which shall become due and/or be incurred relative to the Lot after the recordation of the Notice of Assessment Lien until the completion of the enforcement of the lien or the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith. No proceeding or action shall be instituted to foreclose the lien until a notice of intention to proceed to foreclose the lien has been delivered by the Association to the Owner of the Lot affected by the lien at least thirty (30) days prior to the commencement of any such action or proceeding. The assessment lien may be enforced by judicial foreclosure; provided, however, that foreclosure shall be a remedy in addition to any other rights or remedies which the Association may have by law or otherwise. The Association shall have the right to bid at any foreclosure sale and to hold, lease, mortgage and convey such Lot upon its purchase.

RELEASE OF LIEN

Upon payment of the full amount secured by an assessment lien including all authorized charges in accordance with the foregoing and payment of recording costs, or upon any other satisfaction duly made in connection therewith, the Association shall cause to be recorded a notice setting forth the fact of such payment and of the satisfaction and release of the assessment lien.

SUBORDINATION OF LIEN

Any assessment lien as to any Lot shall at all times be subordinate to any purchase money mortgage on a Lot which is created in good faith and for value and which is recorded prior to the date of recordation of the assessment lien. In the event any assessment lien is destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a Lot, the interest in the Lot of the purchaser at the foreclosure sale may be subjected to a lien to secure assessments levied on the Lot in the same manner as provided above in this Article. No sale or transfer shall relieve such Lot from the lien thereof.

OTHER REMEDIES

The assessment lien and the rights to judicial foreclosure thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit against the Lot Owner or Owner to recover money judgment for unpaid Assessments. Each Lot Owner or Owner shall be jointly and severally liable for all unpaid assessments accruing during their ownership.

BY-LAWS

The Board of Directors may by majority vote adopt such By-Laws to govern the operation of the Association as they deem necessary or expedient provided, however, that in all events such By-Laws shall be subject to and subordinate to the terms of this Declaration. In the event of a conflict between the by-Laws so adopted and this Declaration, the terms of this Declaration shall control.

ADDITION OF LOTS SUBJECT TO DECLARATION

The Declarant, Blackstone Holdings LLC., may from time to time hereafter subject additional lands to the terms of this Declaration by recording an instrument so declaring and subjecting such lands, provided however, that such lands shall be adjacent to the lands then subject to this Declaration. In such event the Lots comprising such additional lands shall be subject to all burdens and entitled to all benefits provided for hereunder, if originally included in this Declaration. The Owners of such additional Lots shall be members of the Association upon the recordation of the instrument referred to above.

AMENDMENTS

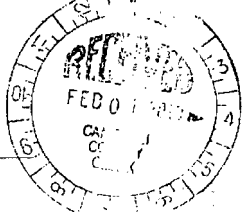
Amendments to this Declaration may be made by the vote of the Owners of two-thirds of the Lots subject hereto and concurrence therein of the Town Council of the Town Of Wright, Wyoming.

IN WITNESS WHEREOF the undersigned Declarants have executed this Declaration this 1st day of February, 2009.

Blackstone Holdings LLC.

by: Roger M. Johnson

Roger M. Johnson, Managing Member



February 2010

The foregoing instrument was acknowledged before me this 1st day of ~~December 2009~~ by Roger M Johnson, Managing Member Blackstone Holdings LLC., witnessed my hand and official seal.

County of Campbell

State of Wyoming

Witness my hand and official seal:
(notary seal)

Donald W Redder
Notary Public

My commission expires 11/9/2013



STATE OF WYOMING } ss.
Campbell County }

Filed for record this 1st day of February A.D. 2010 at 4:38 o'clock P. M. and recorded in Book 2512
of Photos on page 592-600 / Fees \$ 32.00 933297

Cheryl Saunders RECORDED
County Clerk and Ex-Officio Register of Deeds ABSTRACTED
INDEXED
CHECKED

By Deputy Barbara J. Stegner