

ESQUIRE ESTATES HOMEOWNERS ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

That 4-Way, Inc., being the owner of Esquire Estates Residential Lots of which was filed in the Office of the County Clerk and Ex-Officio Recorder of Deeds, Campbell County, Wyoming, the 6th day of April, 1993 at Book 5 of Plats, Page 193, hereinafter referred to Esquire Estates Residential Lots, do hereby create the Esquire Estates Homeowners Association or for themselves and for their heirs, executors, administrators, successors and assigns of the aforementioned lots do hereby covenant and agree as follows:

Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 5C, 6A, 6B, and 6C Block 4, of the Esquire Estates Subdivision Phase II, of the City of Gillette, of the County of Campbell also to include the development of future streets named Excalibur Court, Lotus Court and Bristol Court Located in the Esquire Estates Subdivision Phase II.

I.

NAME OF ASSOCIATION

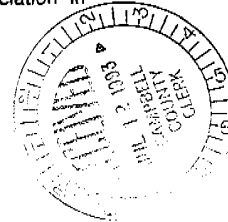
The name of the Association is Esquire Estates Homeowners Association.

II.

PURPOSE

The purpose for which the Association is created includes, but is not limited to:

1. To maintain a neat, clean, and uniform outward appearance of the structures (but not including repairs to the foundations or repairs or replacement of broken window glass), maintenance of yards, open spaces, common areas, automatic sprinkler system, perimeter fencing, signage and all elements of landscaping (grass, trees, shrubs). To keep driveways and sidewalks free of debris and snow.
2. To hold any and all monies deposited in the homeowners association account, and to use those monies only for the purposes set out under this document and activities incident thereto.
3. To care for and mow the lawns located within Esquire Estates Residential Lots and the Park.
4. To fix, levy, collect and enforce payment by any lawful means all charges or assessments incurred by the Association in fulfillment of its purposes.



All charges are to 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.

III.

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee in any lot within Esquire Estates Residential Lots, Campbell County, Wyoming, 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 lot which is subject to assessment by the Association.

IV.

VOTING

The lots within Esquire Estates Residential Lots shall be divided in to two classes. Class A lots shall be lots held by a person or entity other than 4-Way, Inc., the developer, and shall be entitled to one vote for each lot. Class B lots shall be lots held by 4-Way, Inc. and shall be entitled to 13 votes per lot (except that the developer cannot exercise voting power to establish salary fee structure). At the time a lot is sold by the developer, it shall change from a Class B lot to a Class A lot.

V.

ANNUAL MEETING

The Association will hold an annual meeting the first of June of each year and at such time will elect officers, approve a budget and schedule of regular maintenance for the succeeding year, determine initial assessments and conduct such other business as may properly come before the Association.

VI.

OFFICERS

Officers of the Association shall include a President who shall preside at the meetings, receive and process complaints, represent the Association as necessary before any City, County or State Agencies and be responsible for acquiring and coordinating the maintenance on the dwelling exteriors, and grounds done in a proper, efficient and economical manner; a Vice-President who shall act in the absence of the President and a 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 Secretary-Treasurer will be elected for a two year term and the vice president for a one year term. Then, after the first year, the vice president is elected for a two year term. This will allow for one of the three officers holding over after an election. The officers of the Association may be paid such salary or fees as the members of the Association meeting in any annual meeting

may determine.

In the event a vacancy in position occurs during the term of an officer, the remaining officers shall have the power to appoint someone to fill the office for the remainder of the term.

VII.

INCREASING ASSESSMENTS

Subsequent to the first annual meeting, the annual assessment on each lot may be increased or decreased year by year upon the vote of the officers. The officers cannot vote for an increase of more than 10% above the maximum assessment for the previous year without approval from the membership. In the event that an increase in the maximum assessment is on the agenda and said increase would be greater than ten percent above the maximum for the previous year, the Secretary shall send notices to all members of the Association indicating the date, time, place and purpose for the meeting.

At this meeting, the assessment may be increased above 10% only by a vote of a majority of the association members. Thereafter, at the date of the meeting the assessment may be increased above ten percent by a vote of a majority of the Association members who are voting in person or by proxy at a meeting duly called for this purpose. In the event that less than fifty percent of the members shall be at the meeting in person or through proxy, a second meeting shall be called in the same manner as provided above within the next fifteen days. At such meeting if less than fifty percent of the Association members are there, they shall be considered a quorum and shall be able to vote on the increase or the assessment. At this meeting, all association members attending either in person or by proxy shall be considered a quorum.

VIII.

DATE OF ASSESSMENT

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 the owners. The Secretary-Treasurer, upon increase or decrease in assessment, shall send written notice to every owner subject thereto at the property address in Esquire Estates unless another address is provided to the association by a 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 shall be established by the officers.

IX.

LATE CHARGES

Any assessment provided for in the Declaration which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen days after its due date, the Association may, at its election, require the owner to pay a late charge in a sum to be determined by the Association, but not to exceed Ten Dollars (\$10.00) per each delinquent assessment, plus interest at a rate of fifteen percent (15%) per annum on such assessments.

X.

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 as may be authorized by this Declaration;
2. The name of the Owner of record or reputed Owner of the lot;
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 collecting and/or enforcing such assessments, including reasonable attorney's fees, which shall become due and/or 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 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 as provided in Section VIII hereof 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 said method of enforcement shall not be exclusive but shall be in addition to any other rights or remedies which the Owner of the Association may have by law or otherwise. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage and convey such lot upon its purchase.

XI.

RELEASE OF LIEN

Upon payment of the full amount secured by an assessment 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 for the fact of such payment the satisfaction and of the release of the assessment lien.

XII.

SUBORDINATION OF LIEN

Any assessment lien as to any lot shall at all times be subject and subordinate to any mortgage or deed of trust on the lots 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.

XIII.

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 to recover money judgment for unpaid assessments, as above provided.

XIV.

AMENDMENTS

Amendments to this Agreement may be made upon the vote of the owners of two-thirds of the lots within Esquire Estates Residential Lots and concurrence therein of the City Council of the City of Gillette, Wyoming.

XV.

DURATION OF ASSOCIATION

This Association may not be dissolved without the prior permission of the City Council of the City of Gillette, Wyoming.

XVI.

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

COMES NOW 4-Way, Inc., the owner of the following described real property, to-wit:

Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 5C, 6A, 6B, and 6C Block 4, of the Esquire Estates Subdivision Phase II, of the City of Gillette, of the County of Campbell also to include the development of future streets named Excalibur Court, Lotus Court and Bristol Court Located in the Esquire Estates Subdivision Phase II.

and in order to establish a general plan for improvements and development of the property, Esquire Estates Residential Lots (4-Way, Inc.), hereinafter called the "declarants" desire restrictions upon the property subject to which all the property shall be held, improved and conveyed.

Declarants hereby declare that all of the properties described above hereinafter referred to as the Esquire Estates Residential Lots 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 real property 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 shall inure to the benefit of each owner thereof, and which are not intended to be merely personal.

DURATION OF THE COVENANTS

These covenants are to run with the land and shall be binding on 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 seventy five percent (75%) of the owners of the lots has been recorded agreeing to the change of said covenants in whole or in part. Any owner and the Esquire Estates Homeowners Association shall have the right to maintain an action against the person or persons violating such covenants to seek injunctive relief, or damages. The defendant, if found in violation of these covenants, shall pay all costs of maintaining such suit including a reasonable attorneys fee, and shall furthermore pay as liquidated damages to the plaintiff the sum of \$100.00 per day when said violations occur. No such suit shall be maintained until written notice has been given to the alleged violator(s) and the alleged violator(s) shall then have ten days within which to cure and correct said defect.

Invalidation of any one or more of the covenants or conditions hereof by a Court judgment or order shall not affect in any manner the other provisions hereof, which shall remain in full force and effect. Failure for any of the homeowners to pursue an action for breach of covenants shall not be deemed a waiver of their rights hereunder nor shall it in any manner affect the validity of the covenants.

RESTRICTIONS UPON USE

A) OUTWARD APPEARANCE OF DWELLINGS

1. The property included within the Esquire Estates Residential Lots shall be used for Townhouses and/or Single Family Homes. In order to maintain a uniformity of appearance, the exteriors of all dwellings or structures within the subdivision shall be uniform in color and appearance. No person shall repaint the outside of a dwelling without matching the color to that of the other townhouses within Esquire Estates. Further, no change in color of the townhouses shall be allowed without approval of the homeowners association.

2. No fencing shall be built on the property other than that which is erected at approximately the time of sale of each lot, which is only around the perimeter of the subdivision.

3. No signs shall be installed other than that which is erected at the time of sale and required by the city, the only exception to this is proper real estate sales signs.

4. No structural changes shall be allowed that will affect the exterior of the structure without the approval of the Directors.

5. No structure shall be used for commercial use without the approval of the Directors.

6. No sheds, storage facilities, additional garages, shops and similar type structures or additional structures of any kind shall not be built or placed upon the premises without the approval of the Directors.

7. The Homeowners Association may choose to create an Architectural Committee to review all proposals to change the appearance and color of the exterior of all the dwellings and structures within the subdivision and/or any other decisions that affect structures. This Architectural Committee could be the same as the Board of Directors for the Homeowners Association, but would not necessarily have to be. The Architectural Committee would function under the same terms as VI Officers.

B) PETS AND OTHER ANIMALS

In the event dogs or other pets are kept on the property, the owner shall insure they are restrained to his lot without the use of visible fencing material. The owner shall further insure that any waste from such animals is removed upon its deposit by the animal.

C) CONDITION OF PROPERTY

1. No junk vehicles or storage of unused or non operable automobiles or vehicles shall be allowed or permitted.

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, residents, and their guests.

3. No lot or lots owner shall cause 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.

D) EASEMENTS

1. Easements are subject to the subdivision plat and the regulations of the City of Gillette.

E) ROADS

1. The access roads within this subdivision have been constructed by the developer. The roadways have been graded to the alignment and cross-section as shown on the design drawings. Roads shall be hard surfaced.

2. Street maintenance and snow removal will be done by the City of Gillette. The Homeowners Association will be responsible for the cleaning of debris and removal of snow from their respective approaches to the street and from the sidewalks.

F) WATER SUPPLY

1. Each homeowner shall be responsible for maintenance from the point the City of Gillette's responsibility stops. The water supply and lines to the home owners property line are furnished by the developer and maintained by the City of Gillette. Irrigation water will be billed on a separate water meter to the Homeowners Association. Water is provided by the City of Gillette.

G) SEWAGE DISPOSAL

1. Each homeowner shall be responsible for maintenance from the point the City of Gillette's responsibility stops. Sewage disposal is provided by the City of Gillette Waste Water Treatment Facility designed and engineered in accordance with applicable regulations, and inspected by the City of Gillette Engineering Department. Operation/maintenance and replacement of the line from the street to the property line will be cared for by the City of Gillette. Operation/maintenance and replacement of the line from the property line to the home will be cared for by the individual home owner.

H) ASSOCIATION FEES

Association fees will be \$60.00 per month for each occupied lot, subject to increase or decrease as shown in the covenants. The fees are expected to cover the costs of the landscape maintenance, irrigation water, repairs and maintenance to the exterior of all structures (excluding foundations and glass), Homeowners Association common grounds liability insurance, and any business fees incurred in the general operation of the Homeowners Association. The Homeowners Association may choose to contract with a property management firm to manage the association. The Homeowners Association has the right to increase or decrease fees if necessary. Fees may be higher than expenses to allow the Homeowners Association to build up a reserve. Fees not paid will be charged interest per annum (see IX Late Charges). A lien may be placed on any offending properties not paying fees within 15 days. Any special fees or change in fees will be set forth by the Homeowners Association.

I) SPECIAL ASSESSMENTS

The majority vote by the Homeowners Association may levy a special assessment for the purpose of defraying, in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement.

J) TELEPHONE SERVICE

Telephone infrastructure is provided by the developer. Actual installation to each home is the sole responsibility of each individual home owner.

K) CABLE TELEVISION SERVICE

Cable television infrastructure is provided by the developer. Actual installation to each home is the sole responsibility of each individual home owner.

L) ROAD AND TRAFFIC CONTROL SIGNS

Road and traffic control signs are owned and maintained by the City of Gillette.

M) ZONING

All zoning regulations will be according to the City of Gillette's zoning regulations. Covenants are not enforceable by the City but between the Homeowners Association, Declarants, and the landowners.

N) FIRE PROTECTION

Fire protection is provided by the Campbell County Fire Department. The Fire Department recommends that the street address of each property in this subdivision be prominently displayed at the individual approaches to the roadway.

O) BUILDING CODES

All applicable building, plumbing, sewage and electrical permits and inspections are required. Construction is in accordance with the City of Gillette Codes. Building permits and inspections are available through the City Building Inspection Office.

P) EASEMENTS

No owner shall place a permanent structure, foundation, or object over an easement. For more information see the City of Gillette Building Codes.

Q) ELECTRICITY

Main lines to individual lot property lines have been constructed by the developer. Connection and maintenance of service lines shall be the responsibility of the landowner/purchaser and shall be underground as required by regulations. Maintenance of the primary and secondary lines and street lights is the responsibility of the City of Gillette Electrical Department.

R) INSURANCE

The Homeowners Association will carry a Master Policy to cover liability on the common ground to include coverage for directors and officers. In addition the Homeowners Association will carry a Blanket policy to cover all homes. (This coverage means: The Structure with all attached fixtures at the time of closing. The home owner is responsible for covering contents). Insurance covering the common grounds is paid with a portion of the \$60.00 per month homeowners dues. Insurance covering the Structure will be pro-rated and paid at the time of closing, after assessing each unit by it's particular value, then a pro rated share of the Blanket policy will be assessed. This insurance policy will come due in July of each year. An annual insurance bill will be provided to each home owner on or before July first of each year to cover the cost of insurance on their structure. Officers of the Association shall take bids on an annual basis for insurance covering the common grounds, coverage for directors and officers and insurance covering structures. Any contractor that provides any type of service directly to the Homeowners Association shall maintain proper insurance coverage and license from the city of Gillette.

