

515447

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS OF
THE GRASSLANDS NO. 2 SUBDIVISION
A RESUBDIVISION OF LOT 1, BLOCK 2 OF
THE GRASSLANDS SUBDIVISION NO. 1

THIS DECLARATION made this 11 day of June,
1982 by Grasslands Partnership Ltd. hereinafter called Developer.
The Developer, fee owner of the following described real property
located in the County of Campbell, State of Wyoming, to-wit:

Lots 1-16 Block 2
and Tract A
of The Grasslands No. 2 Subdivision

do hereby make this Declaration of Protective Covenants applicable
to all areas designated for garages or residences within the
described area.

1. All lots of the original plat may be sold in portions for residential purposes or garage storage and use and no building shall be erected, altered, placed or permitted to remain on any lot or portion thereof other than the unit(s) above authorized and no structure shall exceed two (2) stories in height and a private garage appurtenant thereto.
2. Architectural Control: No building shall be erected, placed, or altered on any original lot or any portion of any lot until the construction plans and specifications and a plan showing the location of the structure(s) have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structure(s) and location with respect to topography and finish grade elevations. All construction shall be new and no buildings or building may be removed from another location to any site within this area. No fence or wall shall be erected, placed or altered on any lot (or portion thereof) nearer to any street than allowed by City Code. There shall be no front yard fencing. Approval shall be as provided in Paragraph #16.
3. Dwelling Quality and Size: No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porch and garage, shall be less than 700 square feet or 500 square feet in a story and one-half structure with 900 square feet of finished living area or 500 square feet in a two-story structure with 900 square feet of finished living area.
4. Building Locations:
 - A. No zero lot line buildings will be permitted.
 - B. For the purposes of this Covenant, eaves, steps, overhangs and open porches shall not be considered as part of a building provided, however, that this shall not be constructed to permit any portion of a building, on a lot to encroach upon another lot or portion of a lot owned by others without an easement.

5. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or described on individual deed for sewer and/or water service lines. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. By these covenants any platted easement for utilities shall be a drainage easement.
6. Nuisances: No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.
8. Parking and Non-Operative Vehicles and Facilities: Parking of trailer-campers, truck-campers, bus-campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours, when parked on the street in front of a residence or a parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time or as repeated matter of practice.
9. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
10. Oil and Mining Operation: No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
11. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

12. Garbage and Refuse Disposal: No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall be kept except in sanitary containers. Garbage cans and refuse containers are to be kept out of sight except on garbage collection day.
13. Fencing Restrictions: The maximum height of any fence shall be six (6) feet. The maximum height of any fencing in front of the rear line of parking slab or garage shall be four (4) feet. No fencing shall be allowed within fifteen (15) feet of the front curb line. Fencing material and construction design shall conform with the established fencing plan of the subdivision Block 2 lots. All fencing erected on the property line between the properties shall be maintained at the joint equal expense of the owners of both properties.
14. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.
15. Architectural Control Committee: The Architectural Control Committee is composed of the following:

Jerry Govan, John Marshek and Bill Thompson,

all of 2222 Martin, Suite 140, Irvine, California. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have authority to designate a successor. Neither the members of the committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. At any time, a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties may be recorded.
16. Procedure: The committee's approval or disapproval as required in these Covenants shall be in writing. In the event the committee or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.
17. Home (Lot) Owners Association:
 - A. Membership - Every person or entity who is an Owner of any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association provided that

any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

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

Class A - Class A members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any lot all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot. In the event such persons fail to agree than their vote shall be cast ratably among the respective interests.

Class B - Class B members shall be the Developer. The Class B member shall be entitled to three votes for each lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) on November 1, 1991; or
- (b) at such earlier date as Developer in his discretion considers development 75% or more completed and so notifies the Owners.

From and after the happening of these events, whichever occurs earlier, Class B member shall be deemed to be a Class A member entitled to one vote for each lot in which it holds the interests required for membership under Section 17.

18. Covenants for Maintenance Assessments:

A. Creation of the Lien and Personal Obligation of Assessments - The Developer for each lot owned by him within The Properties hereby covenants and each Owner and successive Owners of any lot by acceptance of a deed or purchase contract therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association: (1) regular assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or persons who were the Owners of such property at the time when the assessment fell due. The Association may elect from time to time any remedy with regards to the defaults by Owners without regard to any rule of law concerning the election of remedies.

B. Purpose of Assessments - The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, aesthetics and welfare of the residents in The Properties and in particular for the improvement, operation and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Public Properties, perimeter subdivision fences, and at the option of the Association, of the homes

situated upon The Properties and of lots to the extent of the front yard lying between the living unit and street; including, but not limited to, the replacement, and additions thereto, and for the cost of labor, equipment, materials, utilities, property taxes, management, and supervision thereof.

- C. Initial Deposit - An initial one-time assessment of \$5 (Five Dollars) shall be paid by the Developer at the time of closing.
- D. Regular Assessments - The regular monthly assessments shall be 100% of the actual estimated monthly cost of maintenance and operations of Public Property and other facilities and may include a management fee together with amounts necessary to pay any carry over shortage from previous periods.

The Board of Directors of the Association may, after consideration of the current maintenance costs and future needs of the Association, provide for accumulation of reserves to meet projected needs.

- E. Special Assessments for Capital Improvements - In addition to the regular assessments authorized by Section 4 hereof, the Association may levy special Assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of described capital improvements, including the necessary fixtures and personal property related thereto, provided that any such special assessment exceeding \$2,000.00 of improvements costs shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days in advance and shall set forth the purpose of the meeting.
- F. Quorum For Any Action Authorized Under Section E - The quorum required for any action authorized by Section E shall be as follows:

At the first meeting called, as provided in Section E hereof, the presence at the meeting of members, or of proxies, entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, the meeting may be continued subject to the notice requirement set forth in Section E, and the required quorum at any such continued meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- G. Assessment Period - The assessment period for regular assessments shall be one month. All regular assessments shall be fixed at a monthly rate and may be adjusted by the Board of Directors in accordance with Section I to reflect current estimated costs of maintenance and operations. All assessments must be fixed at a uniform rate for all lots excepting special allowances for landscape maintenance of large lots on a square footage basis and may be collected monthly or at such other times as determined by the Board of Directors.
- H. Date of Commencement of Regular Assessments - Due Dates - The regular assessments provided for herein shall commence on the date (which shall be the first

day of a month) fixed by the Board of Directors for the Association to be the date of commencement.

The regular assessments shall become due and payable on the first day of each month beginning on the month of the commencement date or such other date as fixed by the Board of Directors.

The due date of any special assessment under Section E hereof shall be fixed in the resolution authorizing such assessment.

- I. Duties of the Board of Directors - The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period, and shall at that time, prepare a roster of the properties and assessments applicable thereto and keep a book of account showing receipts and disbursements which shall be kept in the office of the Association and shall be open to inspection by any Owner at reasonable times.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

- J. Effect of Non-Payment of Assessment: The Personal Obligation of Owner; the Lien, Remedies of Association - If the assessments are not paid on the date when due (being the dates specified in Section H hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in the title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of Chase Manhattan prime rate plus two percent per annum, and the Association may bring action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fee to be fixed by the court together with the costs of the action.

- K. Subordination of the Lien to Mortgages - The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment.
- L. Exempt Property - The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

19. Terms: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.
20. Enforcement: Owner and its successor shall have the sole and exclusive right and authority to determine compliance with the Covenants contained herein and to allocate and assess the costs for the improvement, maintenance and repair of all roadways. Upon the violation of any Covenant, or upon the failure to pay any assessments, written notice of such violation or failure shall be directed to the violator, who shall have ten (10) days after receipt of the said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, Owner or its successor, may reenter and take possession of the violator's premises and correct the violation. In addition, damages may be assessed against the violator at the rate of \$25.00 per day for each day the violation continues after the ten (10) day notice. In the event suit is required to collect any sums due, or to enjoin the violation of any of the covenants contained herein, violator, in addition to any of the other penalties provided herein or which may be assessed by a court, shall be liable for all attorney's fees and costs incurred by Owner.
21. Severability: Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED THIS 16 DAY OF June, 1982.

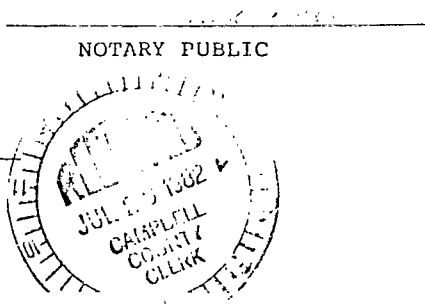
GRASSLANDS PARTNERSHIP LTD.
A CALIFORNIA PARTNERSHIP

BY: Edward K. Livan
Authorized Partner

STATE OF WYOMING)
) SS:
COUNTY OF CAMPBELL)

On this day of 16th June, 1982 before me personally
appeared Harold A. Larson
known, who, being by me duly sworn, did say that he is an Authorized
Partner of Grasslands Partnership Ltd. and that said instrument
was signed and sealed on behalf of said partnership by authority of
its Board of Directors and said Harold A. Larson
acknowledged said instrument to be the free act and deed of said
partnership.

Given under my hand and notarial seal this 16th day of June
1982.



My Commission Expires: _____

SEAL

STATE OF WYOMING }
Campbell County } ss.
Filed for record this 29th day of July A.D., 19 82 at 4:04 o'clock PM and recorded in Book 626
of Photos on page 480 Fees \$ 18.00 **515447**
Thomas E. Addison RECORDED
County Clerk and Ex-Officio Register of Deeds INDEXED
CHECKED By Deputy Spencer W. Johnson