

STATE OF WYOMING )  
                          )  
COUNTY OF CAMPBELL )

GREEN VALLEY ESTATES, INC.

AND

S & R LAND COMPANY

TO THE PUBLIC

SEPTEMBER 15, 1977

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

GREEN VALLEY ESTATES SUBDIVISION HOMEOWNERS ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by GREEN VALLEY ESTATES, INC., and S & R LAND COMPANY, Wyoming Corporations, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT is the owner of certain property in Campbell County, State of Wyoming, which is more particularly described upon the plat map as the same that is filed for record with the County Clerk and Recorder of Campbell County in connection with the Subdivision designated by Campbell County as "GREEN VALLEY ESTATES SUBDIVISION" situated in Campbell County, Wyoming, as the same is described in Exhibit "A" attached.

AND WHEREAS, in order to establish a general plan for the improvements and development of the Properties, Declarant desires restrictions, upon and subject to which all of the Properties shall be held, improved and conveyed.

AND WHEREAS, DECLARANT will convey the said properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW THEREFORE, DECLARANT hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties.

STATE OF WYOMING )  
                          )  
Campbell County )

Filed for record this 2nd day of June A. D., 19 77 at 9:00 o'clock AM and recorded in Book 420 of Photos on page 490 Fees \$ 55.25

William E. Adams  
County Clerk      Office      Clerk of Deeds

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

By \_\_\_\_\_  
Deputy

or any part thereof, their heirs, successors and assigns, shall inure to the benefit of each Owner thereof, and which are intended not to be merely personal.

ARTICLE 1

DEFINITIONS

Section 1: "Association" shall mean and refer to GREEN VALLEY ESTATES SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a non-profit Wyoming Corporation, its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of obligation.

Section 3: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within jurisdiction of the Association.

Section 4: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area, if any, to be owned by the Association shall be conveyed by the DECLARANT, in one or more parcels, and shall be described and delineated on the recorded plat map in Book \_\_\_\_\_ of Photos, Page \_\_\_\_\_ of the records of Campbell County, Wyoming or future recorded plat maps.

Section 5: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, if any, and streets therein.

Section 6: "DECLARANT" shall mean and refer to GREEN VALLEY ESTATES, INC., and S & R LAND COMPANY, their successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the DECLARANT for the purpose of development.

Section 7: "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8: "Class A Lots" shall mean and refer to any lot upon which a residence or single family unit has been completed and has been conveyed to an owner other than the DECLARANT, or has been occupied.

Section 9: The term "Covenants" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this DECLARATION.

Section 10: The term "Board of Directors" or "Board" used herein, shall mean and refer to the duly elected Board of Directors at the Association.

#### ARTICLE 11

##### NATURE AND PURPOSE OF COVENANTS

The covenants, conditions, and restrictions set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability and attractiveness of the lots and Common Area for the benefit of all Owners and lots therein. These covenants, restrictions, and conditions are imposed upon DECLARANT and upon the Owners of all lots. Said covenants, conditions and restrictions are for the benefit of all lots, and shall bind the Owners of all such lots. Such covenants, conditions and restrictions shall be a burden upon and a benefit to not only the original Owner of each lot but also his successors and assigns. All such covenants, conditions and restrictions are intended as and are hereby declared to be covenants running with the land or equitable servitudes upon the land, as the case may be.

#### ARTICLE 111

##### PROPERTY RIGHTS

Section 1: OWNER'S EASEMENTS OF ENJOYMENT: Every owner shall have a right and an easement of enjoyment and use in and to the Common Area, if any, and to the pressurized water system including all wells and pumps and the streets within said properties, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to assess and charge a reasonable maintenance, operation and usage fee for said utilities, and to provide for the maintenance of the streets until such time as Campbell County assumes responsibility for the maintenance of the streets located in the subdivision, and to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any, and to impose such charge and assessment as a lien against any property for which such charge of lien has not been paid in accordance with these DECLARATIONS, By-Laws and Articles of Incorporation;

(b) the right of the Association to suspend the voting rights and right to use said utilities and facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each Class of members agreeing to such dedication or transfer has been recorded;

(d) the right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving or operating said systems and facilities and in aid thereof to mortgage said properties and the rights of such mortgages in such properties shall be subordinate to the rights of the homeowners hereunder;

(e) the right of the Association, through its Board of Directors to adopt and publish rules and regulations and usage fees with respect to said utility facilities and to determine the time and manner of use of the recreation facilities by the members.

Section 2: DELEGATION OF USE: Any owner may delegate, in accordance with the By-laws, his right of enjoyment and use in and to the Common Area, facilities and said utilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV

USE OF RESIDENTIAL LOTS AND COMMON AREA

Section 1: USE: The use of said lands shall be restricted to a single one-family dwelling, private residential use and a private garage appurtenant thereto. No structure shall exceed two stories in height except as may be specifically authorized in advance, in writing, by the Architectural Control Committee.

BUILDING LOCATIONS:

- (A) No building shall be located on an lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines required by Campbell County Zoning regulations or as may be restricted by any recorded plat which may be filed for a portion of the area described in and covered by these declarations. In any event, no building shall be located on any lot nearer than fifty (50) feet to the front lot line or nearer than twenty-five (25) feet to any side lot line except as is otherwise herein provided for a planned unit development. Reverse lots shall afford a fifty (50) foot side yard clearance to the street side.
- (B) No building shall be located nearer than twenty-five (25) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line.
- (C) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building.

Section 2: PETS AND OTHER ANIMALS: Commercial animal husbandry shall not be practiced in any form. Household pets owned by occupants or owners or any portions of said lands, shall be kept confined within owned and occupied premises. No more than two (2) dogs or two (2) cats or a total of two (2) of either of such animals

shall be kept and maintained as part of any single household within this area. Litters of any of the foregoing animals may be maintained only until the age of three (3) months is reached, at which time disposition must be made of the excess.

No swine, cattle, calves, horses, colts, sheep or other similar animals shall be permitted on the premises.

Section 3: COMMERCIAL USE: No part of the residential Properties shall ever be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or such other non residential purposes including but not limited to stores, shops, repair shops, storage or repair garage, restaurant, dance hall, or other public place of amusement, except DECLARANT, its successors or assigns, may use the Properties for a model home site, and display and sale office during the construction and sales period.

Section 4: SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or realtor to advertise the property during the construction and sales period.

Section 5: OTHER STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, except that during the period of construction of a permanent residence on the premises that there may be erection of a temporary facility. Such facilities shall be limited to a single period of six months beginning with the first day of erection, on-site location, or the exterior storage of materials to be utilized for permanent facility construction and ending with final removal and cleanup of all such temporary facilities.

Section 6: DRILLING: Earth or gravel shall not be removed from the surface of the premises except for improvement or levelling on the tract involved. Landfill shall be earth only and shall exclude trash, refuse, junk, construction debris or similar materials. Stable conditions of the soil and vegetation shall not

be destructively destroyed or disturbed nor shall the surface drainage patterns be changed except in a fully engineered manner which will provide adequate recognition of soil conservation requirements. All damage to soil and vegetation shall be immediately restored to a stable condition. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations 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. No more than 1,500 square feet of lawn will be allowed to be irrigated from the privately owned water system.

Section 7: TRASH COLLECTION: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage and disposal of such material shall be maintained in a clean and sanitary condition. Removal of such refuse from the premises shall be accomplished at intervals of not less than once each month.

Section 8: OFFENSIVE ACTIVITY: No noxious 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. Occupancy conditions may be considered to be a nuisance to adjacent property in the event that activity adversely affects such adjacent owners resulting from activities of burning, noise, vermin, health hazards, pollution, odors, undesirable animals or their maintenance and insect pests developing as a condition because of the nature of maintenance or care of the property. No retail, wholesale, manufacturing, repair business, or home occupations of any kind shall be permitted on any building site on in any single-family dwelling or appurtenant structure thereto unless written permission is given by the developers. Any activity must be contained and screened from view.

Section 9: CONSTRUCTION: Architectural Restrictions: Uniform quality of workmanship and materials, harmony of external design with existing structure, and location with respect to topography and finish grade elevations shall be afforded. All construction shall be new and no building or buildings may be removed from another location to any site within this subdivision. No wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. All buildings shall have a minimum of an twelve inch (12") overhang eave.

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 1,100 square feet of finished living area and all structures shall be constructed with a continuous brick, masonry, concrete or comparable building material in the foundation. All buildings shall meet the Uniform Building Code, 1973, and as amended.

Fencing: No temporary fences shall be permitted on any building site in the subdivision. The approval, in writing, of the developer must be secured before permanent fencing is placed.

Section 10: COVENANTS: 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 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to the change of said covenants in whole or in part.

Section 11: COMMON AREA: The Common Area, when established, shall be maintained in an attractive and safe manner suitable to the full enjoyment of the open spaces and all improvements located thereon.

Section 12: ENFORCEMENT: Enforcement shall be by proceedings at law or equity against any person or persons in accordance with the provisions contained herein.

Section 13: CONSERVATION OF UTILITIES: Newly constructed



homes shall include all water and energy saving devices. Water saving units and energy conserving devices shall be part of home design and installed whenever available. Any equipment dealing with the misuse and/or excessive consumption of water and energy shall be replaced only with equipment which can demonstrate water and energy conservation.

Section 14: PARKING OF NON-OPERATIVE VEHICLES AND FACILITIES:

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 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 seventy-two (72) hours at any one time or as a repeated matter of practice.

Section 15: MOBILE HOMES: No mobile homes shall be permitted.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2: The Association shall have two classes of voting membership.

CLASS A: Class A members shall be all Owners with the exception of the DECLARANT, and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. 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 Lot. When two or more persons are stockholders in a corporation holding an interest in any Lot, one, and only one, shall be a member for voting purposes.

CLASS B: The Class B member(s) shall be the DECLARANT and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, (upon the conveyance of 75% of the units), or
- (b) On December 31, 1979.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: THE DECLARANT, for each lot owned within the properties, heraby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual, or more frequent if necessary for operating reasons, assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The 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 each such assessment is made. Each such assessment together with interest, cost, 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 fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2: PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the maintenance, preservation and operation of the water system, including wells, and pumps, streets, and of the Common Area, if any.

Section 3: MAXIMUM ANNUAL ASSESSMENT: Until January 1 of the year immediately following conveyance of the first Lot to an Owner, the maximum equal assessment shall be Three Hundred Dollars (\$300.00) per lot. Twenty-five (\$25.00) dollars per month.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased year by year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the said utilities, streets, and Common Area, if any, including fixtures and personal property related thereto, provided that any such assessment 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.

Section 5: NOTICE & QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 AND 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the meeting. No such subsequent meeting shall be held more than sixty (60) days

following the preceding meeting.

Section 6: RATE OF ASSESSMENT: Both annual and special assessments must be fixed at uniform rate for all Class A Lots, and Class B Lots, provided, however, that the assessments on all Class B Lots shall be fixed at twenty-five (25%) of the amount of the assessments upon all Class A Lots and may be collected on a monthly basis.

Section 7: DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS  
DUE DATES: The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of such Lot by DECLARANT. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association or its assigns shall collect each month from the owner of each Lot one-twelfth (1/12) of the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8: EFFECT OF NONPAYMENT OF ASSESSMENT - REMEDIES OF THE ASSOCIATION:

(a) Delinquency: Any assessment provided for in this Declaration, 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 election, require the Owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$10.00 per each delinquent assessment, plus interest at the rate of ten percent (10%) per annum on such assessment.

(b) Creation of Lien: The amount of all delinquent regular and special assessment 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;
- ii. The name of the Owner of record or reputed Owner of the lot;
- iii. 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 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 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 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 or 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. Upon payment of the full amount secured by an

assessment lien, including all authorized charges in accordance with the foregoing, 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/or satisfaction and of the release of the assessment 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.

c. Curing of Default: Upon the timely curing of any default for which a notice of claims or lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment of the defaulting Owner, of a fee to be determined by the Association, but not to exceed Fifteen Dollars (\$15.00) to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

d. Cumulative 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 a money judgment for unpaid assessments, as above provided.

e. Mortgage Protection Clause: No breach of the covenants, conditions or restrictions herein contained, nor any lien created hereby, shall defeat or render invalid the lien of any

Mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against the Owner whose title is deprived through foreclosure of trustee's sale, or otherwise.

Section 9: SUBORDINATION OF THE LIEN TO MORTGAGES:

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such lot from liability for any assessments thereafter, becoming due or from the lien thereof.

Section 10. INSURANCE ASSESSMENTS: The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for the buildings and improvements subject to the jurisdiction of the Association, excepting of course individually owned residences and other structures, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacements cost of any repair or construction work in the event of damage or destruction from any hazard, and shall also obtain a board form public liability policy covering all Common Area, if any, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, The Board of Directors shall, with concurrence of the mortgagee if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition

as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractor, and then negotiate with any contractor who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building, buildings, or other improvements. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding the same condition as formerly, the Board of Directors shall levy a special assessment against all owners in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained to make up any deficiency. In the event such insurance proceeds exceed the cost of repair and construction, such excess shall be paid over to the owners in such proportions as the Board of Directors deem fair and equitable.

ARTICLE VII

The Board of Directors may in its discretion appoint a Management Committee composed of three (3) or more representatives, one (1) Board member and two (2) owners to supervise the management of the maintenance, preservation and use of the utilities, Common Area, if any, and related facilities hereto.

The DECLARANT may appoint a three member committee as an Architectural Control Committee. This committee shall have the responsibility for reviewing all plans for construction of buildings and other improvements and making such other decisions as are required by the terms, provisions and conditions of this declaration, provided that, in any event, when the last lot which is subject to this declaration has been sold by the seller, the term of the designated members of the Architectural Control Committee shall automatically be terminated and the appointment of successors required in accord with the following paragraph.



The committee shall be known as the Architectural Control Committee and the members thereof shall serve until their successors are appointed by replacement by a majority vote of the successors in interest of the owners of the lots covered by this covenant. Subject to the right of a majority of the owners, a majority of the members of the Architectural Control Committee, in the event of the death or resignation of any member of the committee, designate a successor. Changes from time to time of the names of the Architectural Control Committee shall be authenticated by the filing of a memorandum of agreement to these Protective Covenants with the County Clerk, Campbell County, Wyoming.

The Committee shall not be entitled to compensation for services performed pursuant to this covenant.

A decision by the Architectural Control Committee shall be made within fifteen (15) days after the date of submission to it of any proposed construction or requirement for the approval by an owner or someone in his behalf. In the event that no decision is made within said time, the party submitting the request for consideration may consider that an approval has been obtained by the Committee.

Neither the Architectural Control Committee, its members nor its successors or assigns, shall be liable in damages to anyone by reason of any mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to make any approval pursuant to the provisions of this declaration.

The Architectural Control Committee is to be comprised of the following persons; Robert Morel, Gerald Morel, and Barbara Scott, Recluse Route, Wyoming.

ARTICLE VIII

CAMPBELL COUNTY COMMISSIONERS

Pursuant to the Subdivision Regulation of Campbell County, Wyoming, in the event the Association shall fail to maintain the common facility in a reasonable order and condition in accordance with the original plan submitted with the final subdivision plat, the Board of County Commissioners shall serve

written notice upon such organization or upon residents involved, setting forth the manner in which the Association has failed to maintain the facility in a reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days thereof, which shall be held within fourteen (14) days of the notice. At such hearing, the County may modify the terms of its original notice as to the deficiencies, and may give an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modifications thereof are not corrected within said thirty (30) days or any extension thereof, the County, in order to preserve the taxable values of the property contained within the subdivision, and to prevent the common facilities from becoming a public nuisance and public liability, may undertake to maintain the same for a period of one (1) year. Before the expiration of said year, the County, upon its initiative or upon the written request of the Association therefore responsible for the maintenance of the common facility, call a public hearing upon notice to such Association and to the residents involved, to be held by the Board of County Commissioners, at which hearing such Association and/or the residents shall show cause why such maintenance by the County shall not, at the election of the county, continue for a succeeding year. If the Board of County Commissioners shall determine that such Association is ready and able to maintain said common facility in a reasonable condition, the county shall cease to maintain said Common facility at the end of said year.

The cost of such maintenance by the County shall be paid by the owners of the properties within the subdivision that have a right to enjoyment or use of the common facility involved and any unpaid assessments shall become a tax lien in the office of the County Clerk upon the property affected by such lien within the subdivision, and shall certify such unpaid assessments to the County Treasurer for collection, enforcement and remittance of

general property taxes in the manner provided by law.

The Association may not be dissolved without the prior permission of the Board of County Commissioners.

ARTICLE IX

GENERAL PROVISIONS

Section 1: ENFORCEMENT: The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

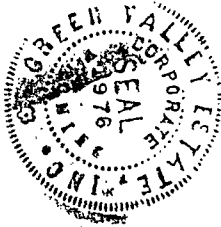
Section 3: AMENDMENT: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty-five percent (65%) of the Lot Owners. Any amendment must be recorded.

Section 4: FHA/VA APPROVAL: As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration. Annexation of additional properties, or amendment of this Declaration of Covenants, Conditions and Restrictions.

## GREEN VALLEY ESTATES FIRST FILING

The above or forgoing subdivision of Green Valley Estates, 1st filing, beginning at the  $\frac{1}{4}$  corner of sections 23 and 24, T52N R73W 6th PM; thence N8°30'27" E a distance of 605.47 feet; thence N83°28'01" W a distance of 211.18 feet to the true point of beginning, which point is on the West right-of-way line of U.S. Highway 14 and 16 and is also the South East corner of Green Valley Estates, 1st filing; thence N34°05'01" W a distance of 1899.1 feet to a point on the West right-of-way line of U.S. Highway 14 and 16; thence across U.S. Highway 14 and 16 N55°54'59" E a distance of 455.00 feet to a point; thence N34°05'01" W a distance of 27.14 feet to a point; thence N4°44'19" E a distance of 363.60 feet to a point; thence N85°15'41" W a distance of 60.00 feet to a point; thence S4°44'19" W a distance of 369.70 feet to a point; thence S55°54'59" W a distance of 405.00 feet across U.S. Highway 14 and 16; thence along the West right-of-way line of U.S. Highway 14 and 16, N34°05'01" W a distance of 420.00 feet to a point on the West right-of-way line of U.S. Highway 14 and 16 and the North East corner of lot 1, block 11, Green Valley Estates 1st filing; thence S68°42'14" W a distance of 283.41 feet to a point; thence S24°44'51" E a distance of 55.80 feet to a point; thence S65°15'09" W a distance of 185.00 feet to a point; thence along a curve to the left the radius of which is 530.00 feet and an arc length of 832.52 feet and the long chord which bears S20°15'09" W a distance of 749.52 feet to a point; thence S24°044'51" E a distance of 850.00 feet to a point; thence N83°28'01" W a distance of 285.00 feet to a point; thence S6°09'00" W a distance of 265.67 feet to a point; thence N65°15'09" E a distance of 380.00 feet to a point; thence S24°44'51" E a distance of 170.00 feet to a point; thence N88°45'09" E a distance of 1065.00 feet to a point; thence S83°28'01" E a distance of 708.04 feet to the true point of beginning as appears on this plat, excepting that portion of right-of-way as shown for U.S. Highway 14 and 16, containing 52.70 acres more or less. Said land being situated in section 23, T. 52N., R. 73W., Campbell County, Wyoming. And to include the adjoining property which will be filed and platted as subsequent filings under this corporation name. Said plat for filing will not exceed the capacity of the population projections for the water and sewage systems having been reviewed and approved as set forth under the laws and regulations of the State of Wyoming and the United States of America.

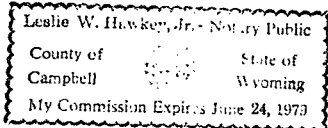
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1977.



GREEN VALLEY ESTATES, INC.  
BY: Maurice M. Morel  
MAURICE M. MOREL  
BY: Maebelle M. Morel  
MAEBELLE M. MOREL  
BY: Robert V. Morel  
ROBERT V. MOREL  
BY: Gerald M. Morel  
GERALD M. MOREL

STATE OF WYOMING )  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1977.



NOTARY PUBLIC

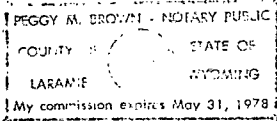
IN WITNESS WHEREOF, The undersigned, being the Declarant herein, has hereunto set its hand and seal this 19<sup>th</sup> day of September, 1977.



S & R LAND COMPANY  
BY: Barbara J. Scott  
BARBARA J. SCOTT  
BY: Patricia A. Ross  
PATRICIA A. ROSS  
BY: Ryan E. Ross  
RYAN E. ROSS  
BY: Kathleen M. Ross  
KATHLEEN M. ROSS

STATE OF WYOMING )  
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1977.



NOTARY PUBLIC

My Commission expires May 31, 1978.