

STATE OF WYOMING )  
 )  
COUNTY OF CAMPBELL )

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TO THE PUBLIC

May 4, 1981

**495871**

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

HIGH PLAINS SUBDIVISION HOMEOWNERS ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by Frank W. Latta and Barbara Jean Latta, 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 "HIGH PLAINS SUBDIVISION" situated in Campbell County, Wyoming, as the same 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 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.

STATE OF WYOMING }  
 } ss. **495871**  
Campbell County }  
Filed for record this 13th day of May  
A. D., 19 81 at 1:34 o'clock P.M. and re-  
corded in Book 555 of Photos RECORDED  
on page 38 Fees \$40.00 ABSTRACTED  
Union E. Addison CHECKED  
County Clerk and Ex-Officio Register of Deeds  
By Union E. Addison  
Deputy

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to HIGH PLAINS 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. "Association Property" shall mean all real property owned by the Association for the purpose of operating the community water system. The Association Property to be owned by the Association shall be conveyed by the DECLARANT, in one or more parcels, and shall be described and recorded in the records of the office of the County Clerk of Campbell County, Wyoming. The Association shall also own the well (s), storage tank (s), pump (s), distribution lines, fire hydrants and other associated equipment.

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 streets therein.

Section 6. "Declarant" shall mean and refer to Frank W. Latta and Barbara Jean Latta 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. "Class B Lots" shall mean and refer to any lot that has not been conveyed from DECLARANT of development.

Section 10. 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 11. The term "Board of Directors" or "Board" used herein, shall mean and refer to the duly elected Board of Directors of the Association.

## ARTICLE II

### 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 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 III

### 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 water system 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 the water system until such time as Campbell County assumes responsibility for the maintenance of the system located in the subdivision, 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 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 Association Property 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.

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

#### ARTICLE IV

##### USE OF RESIDENTIAL LOTS

Section 1. 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 a 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.

(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 purpose 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 land, 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 the 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, goats, horses, ponies, calves, cattle, 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, merchantile 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.

Company pickups and 1 ton trucks may be parked on lots providing they are licensed, in running condition and used for personal transportation. No large commercial trucks may be parked for more than 24 hours.

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 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. A sign shall be prominently posted at the respective approaches to each residence which states the assigned street address.

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.

Provided however one (1) storage building may be erected on each lot if, said storage building conforms to other surrounding construction in size structure and maintenance. The Architectural Control Committee shall be consulted on matters of this nature prior to construction.

Section 6. DRILLING: Earth or gravel shall not be removed from the surface of the premises except for improvement or levelling in the subdivision. 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 except as stated herein nor shall oil well, 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 private water wells may be drilled.

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 twice 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 the 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 property. No retail, wholesale, manufacturing, repair business, or home occupations of any kind shall be permitted on any building site or in any single-family dwelling or appurtenant structure thereto. 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. Existing structures may be moved from other locations. The developer shall within sixty (60) days time repair outside of moved building as to appear well dressed to the public eye; including doors, windows, siding and roof. 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 a 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 800 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 new or existing shall meet the Uniform Building Code, 1973, and as amended.

Fencing: Fences shall be constructed so as to comply with the State of Wyoming regarding fences. Adjoining property owners who wish to cooperate on common fences shall do so through private treaty.

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. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant; either to restrain violation or recover damages. Invalidation of any one of these covenants by judgement or other order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Section 12. 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. Autos parked on any location of lot shall not appear to be non-functional or have weeds growing up around them. Auto wrecking yards, salvage yards, or storage of unused cars shall not be permitted.

Section 13. MOBILE HOMES: Mobile Homes shall not be permitted, modular sectional homes that meet Uniform Building Codes and F.H.A. approval shall be permitted only if placed in a permanent manner on permanent foundation.

Section 14. SEWAGE DISPOSAL: Each Lot owner shall be required to install a sewage disposal system of sufficient quality and size to adequately serve the improvements on that owners property. Each Lot owner will be required to have a private sewage system and have said system installed prior to occupying said Lot. All septic systems are to be at least fifty (50) feet from adjoining properties. All systems shall be of such type and construction so as to prevent all dissemination of wastes above the ground and prevent the emanation of odor.

Section 15. LOT SIZE: Resubdivision of these lots will not be allowed, without the approval of seventy-five percent (75%) of all property owners.

#### 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 percent (75%) of the units), or
- b) On December 31, 1982.

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, hereby 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, payable at Twenty Five Dollars (\$25.00) per month.

- a) The monthly assessment of Twenty-Five (\$25.00) shall provide for the usage of 10,000 gallons of water per month per lot. This shall be the minimum monthly charge. Any water used over the 10,000 gallons per month shall be billed to the lot owner at the rate of Five Dollars (\$5.00) per Thousand (1,000) gallons.
- b) Each lot owner shall be responsible for installing a properly sized water meter and the lot owner shall be responsible for reading this meter monthly and reporting the reading to the Association monthly with the assessment payment.
- c) The Board of Directors at their discretion may raise or lower this basic monthly assessment to cover the actual operating costs of the water system. Written notice must be provided to each lot owner at least 30 days in advance of any revision to the assessment rate.

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, 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 AND 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 thirty (30) days nor more than sixty (60) 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 (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;
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 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 first 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 line. Any second mortgages shall be subordinate to 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 derived 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 from public liability policy covering all Association Property, 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 retained by the Association.

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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, 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 the Board. Subject to the right of a majority of the owner, 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 with 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; Frank Latta, Ed Chauk and Neal Demaray.

ARTICLE VIII

CAMPBELL COUNTY COMMISSIONERS

Pursuant to the Subdivision Regulation of Campbell County, Wyoming, in the event the Association shall fail to maintain the water system in a reasonable order and condition in accordance with the original plan submitted with the final subdivision plat, the Board of County Commissioners may 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 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 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 facility in a reasonable condition, the county shall cease to maintain said facility at the end of said year.

The cost of such maintenance by the County shall be paid for by the owners of the properties within the subdivision that have a right to enjoyment or use of the 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. AMMENDMENT: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) 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 thirty (30) 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 (65%) of the Lot Owners. Any amendment must be recorded.

Section 4. FHA/VA APPROVAL: As long as there are FHA or VA insured loans on this property, 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.



EXHIBIT 'A'

LEGAL DESCRIPTION

A tract of land in the northwest quarter of Section 7, Township 49 North, Range 73 West of the Sixth Principal Meridian, Campbell County, Wyoming, being more particularly described as follows:

Commencing at the Northwest corner of Section 7, T49N, R73W, 6th P.M., said corner being the TRUE POINT OF BEGINNING; thence N 89°53'14" E along the line common to Section 6 and 7 a distance of 2608.82 feet; thence S 0°36'34" W along the North-South quarter line of Section 7 a distance of 435.07 feet to the point of intersection with the north right-of-way line of Interstate Highway 90; thence N 82°16'00" W along said north right-of-way line a distance of 2628.72 feet to the point of intersection with the west line of Section 7; thence N 0°28'17" E along the west line of Section 7 a distance of 76.19 feet to the true point of beginning.

Said tract containing 15.31 acres more or less.

