

470835

DECLARATION OF RESTRICTIVE AND
PROTECTIVE COVENANTS FOR
LATIGO HILLS FILING NO. 3

HOUSING SERVICES, INC., fee owner of the following described
real property located in the County of Campbell, State of Wyoming,
to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,
11, 12, 13, 14, 15, 16, 17, 18, 19,
20, 21, 22 and 23 of Block 1 of
Latigo Hills Filing No. 3, a part of
Sections 26 and 27, Township 44 North,
Range 72 West, 6th P.M., County of
Campbell, State of Wyoming, according
to the plat thereof filed for record
July 26, 1979 in Book 2 of Plats, pages
199 and 200 of the records of the County
Clerk and Recorder of Campbell County,
Wyoming.

hereby makes the following declaration as to limitations, restric-
tions, and uses to which the lots referred to above (hereafter
"the Lots") may be put, and hereby specifies that such declara-
tion shall constitute covenants to run with the land, as provided
by law, and shall be binding upon all persons or entities now or
hereafter owning the Lots and all persons claiming under them,
and for the benefit of and limitation upon all future property
owners within said subdivision (hereafter "the Subdivision").

SECTION A. PURPOSE OF COVENANTS:

- (1) The purposes of the requirements set forth herein are to:
 - (a) attain high quality development and construction within the Subdivision and
 - (b) insure compatibility and harmony between the improvements erected on the Lots and between said improvements and the land within and without the Subdivision;

STATE OF WYOMING

Campbell County

Filed for record this 14th day of January A. D. 19 80 at 1:12 o'clock P.M. and recorded in Book 495
of Photos on page 222. Fees \$ 34.00

Virian E. Addison
County Clerk and Ex-Officio Register of Deeds

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CHECKED

By Deputy

Jaclynne Melan

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- (c) prevent nuisances;
 - (d) prevent the impairment of the attractiveness of the land within and without the Subdivision;
 - (e) maintain the desired tone of the community;
 - (f) protect the value of each lot within the subdivision; and
 - (g) secure to each Lot owner the full enjoyment and benefit of said Lot with no greater restriction on the free and undisturbed use of said Lot than is necessary to insure the same advantages to other Lot owners.
- (2) The procedures and standards set forth herein shall primarily apply to:
- (a) assuring compatibility and harmony of exterior colors, materials and design;
 - (b) relating the proposed improvements for each Lot to the natural features of the land within and without the Subdivision and to neighboring improvements; and
 - (c) conforming proposed plans and specifications to the requirements of this Declaration.
- (3) Compliance with this Declaration does not constitute compliance with any applicable building codes or regulations.

SECTION B. ARCHITECTURAL REVIEW PROCEDURES:

- (1) Submission of Preliminary Plans and Specifications.
- (a) At the time of the preliminary architectural design of any improvements to be erected on any Lot within the Subdivision, the Lot owner shall submit plans and specifications to Housing Services, Inc. (hereafter "HSI") for approval.
 - (b) Within thirty (30) days following HSI's receipt of preliminary plans and specifications, HSI shall notify the Lot owner of its approval, conditional

approval or rejection of the said plans and specifications.

(2) Submission of Final Plans and Specifications.

(a) Prior to the commencement of construction of any improvements on any Lot and subsequent to the issuance of approval or conditional approval pursuant to Section B(1)(b) hereof, the Lot owner shall submit duplicate copies of the plans and specifications of said improvements to HSI.

(b) The plans and specifications to be submitted pursuant to Section B(2)(a) hereof shall include, but not be limited to, the following:

(i) the floor plans, exterior elevations, details of exterior architectural features, wall sections and plot grading;

(ii) the principal exterior materials and color schemes;

(iii) the location, type and method of utilization of all utilities;

(iv) a full description of all signs, lighting, and site clearance planned in connection with the construction of the improvements;

(v) an approximate schedule showing commencement and completion dates for the improvements to be constructed on the Lot, utility hook up and completion of landscaping work;

(vi) a landscaping plan which shall show:

(A) the position, type and height of all trees, shrubs, plantings, and living ground cover;

(B) location and type of fencing, peripheral or retaining walls, driveways, off street parking areas;

- (C) all other topographical and decorative features.
- (c) All plans and specifications submitted to HSI pursuant to Section B(2)(a) hereof shall be approved, conditionally approved or rejected within thirty (30) days following HSI's receipt of complete plans and specifications.
- (d) On or before the expiration of the thirty-day period set forth in Section B(2)(c) hereof, HSI shall send the Lot owner a notice stating:
- (i) the reasons for HSI's rejection of the owner's plans and specifications, if rejected;
 - (ii) HSI's approval of said plans and specifications; or
 - (iii) HSI's conditions of approval, if said plans and specifications are conditionally approved.
- (e) The notice mailed pursuant to Section B(2)(d)(iii) hereof shall stipulate that said approval shall not be effective until HSI has received the Lot owner's consent to be bound by the conditions of approval therein proposed. In the event that the Lot owner shall withhold his consent to such conditions, the plans and specifications shall be deemed to have been rejected.
- (f) HSI's approval, conditional approval or rejection of any plans and specifications submitted pursuant to Section B(1)(a) or B(2)(a) hereof shall be based on the purposes set forth in Section A hereof and compliance with the requirements of Section C hereof. HSI's approval shall not be unreasonably withheld. HSI's actions shall not be arbitrary or capricious and shall be conclusive and binding upon all interested parties.

- (g) All plans and specifications to be submitted to HSI hereunder shall be mailed or delivered to the following address or to such other address as HSI may from time to time designate:

Housing Services, Inc.
Post Office Box 5300
555 Seventeenth Street
Denver, Colorado 80217

- (h) In the event that any plans or specifications submitted pursuant to this Declaration are rejected by HSI, the resubmission of plans and specifications shall be subject to the same requirements which applied to the original submittal.
- (i) HSI shall have the right to waive compliance with or vary any of the procedures or standards set forth herein, at its discretion, for good cause shown.
- (j) At reasonable times and upon reasonable notice, representatives of HSI shall have the right to enter upon any Lot during the course of construction of any improvements approved hereunder for the purpose of inspecting said improvements to verify the Lot owner's compliance with the approved plans and specifications. One copy of the approved plans and specifications shall be retained by HSI for the purpose of said inspections.

SECTION C. ARCHITECTURAL AND DESIGN CRITERIA:

(1) Architectural Requirements:

(a) Building Design:

Building design shall relate to adjacent buildings and the natural topographical features within each Lot. Orientation of uses within each Lot shall

relate to uses of adjoining Lots and overall pedestrian and vehicular circulation patterns within and without the Subdivision.

(b) Site Planning:

Site planning shall relate to existing buildings and streets. Natural topography shall be maintained wherever possible and buildings shall be designed to confirm to and complement existing topography.

(c) Building Groups:

When multiple structures are planned as a part of a single ownership or project on any single Lot or group of Lots, said structures shall be designed in a unified architectural and spatial manner.

(d) Vehicular Access:

Vehicular access to each Lot or each group of Lots under common ownership shall be carefully designed in relation to vertical and horizontal curves, sight distances, median cuts, and other driveways. Commonly accepted traffic engineering criteria shall be uniformly applied and curb cuts minimized.

(e) Pedestrian Circulation:

Attention shall be given to pedestrian circulation on site from parking areas to the structures planned for each Lot, open space and pedestrian walkways and to structures on adjoining Lots.

(f) Landscaping:

Landscaping shall be designed to unify the building and its site, existing buildings and existing adjacent landscaping. Paving materials and planting shall be appropriate to accomplish the purposes set forth in Section A hereof.

(g) Exterior Materials:

Exterior materials shall be carefully controlled as to character. The use of non-reflective building materials with finishes in a range of earth tones is encouraged.

(h) Building Codes:

All improvements to be erected on any Lot, including electrical, plumbing and mechanical systems, shall be in compliance with all applicable codes, ordinances, rules and regulations now or hereafter in effect.

(i) Architect/Engineer:

All improvements to be erected on any Lot shall be designed by a licensed architect or engineer

(j) Exterior Mechanical Equipment:

No heating, air conditioning, electrical or other equipment shall be installed on the roof of any building or structure or hung on the exterior walls of any building or structure unless the same is covered, screened and installed in a manner which shall first have been approved in writing by HSI.

(2) Miscellaneous Requirements:

(a) Loading Areas:

Truck loading and receiving areas shall be screened from view by architectural means or by landscaping and shall not be permitted in the front yard of any Lot except with the prior approval of HSI.

(b) Waste Storage:

Exterior waste and rubbish storage areas may be permitted with the approval of HSI, provided that they are architecturally screened from view and from wind. All trash and rubbish containers must be kept covered and out of sight at all times.

(c) Materials Storage:

No materials, supplies, equipment, finished products or semi-finished products, raw materials, or articles of any nature shall be stored or per-

mitted to remain on any Lot outside the buildings or structures constructed thereon.

(d) On Site Utility Connections:

All permanent electrical or telephone connections and installation of wires to buildings or structures on any Lot shall be made underground from the nearest available power source. No transformer, electric, gas or other meter of any type or other such apparatus shall be located on any power pole nor hung on the outside of any building or structure. Such equipment shall be placed on or below the surface of the land and, when placed on the surface, shall be adequately screened and fenced, and all such installations shall be subject to the prior approval of HSI.

(e) On-Site Drainage:

Each Lot owner shall be required to provide adequate drainage facilities, including on-site ponds and/or controls of storm water runoff resulting from precipitation. The amount of ponding or controls shall be at least sufficient to accommodate estimated change in storm water runoff resulting from the placement of buildings and parking areas, and shall be discharged in a manner consistent with commonly accepted engineering practices.

(f) Street Parking:

No parking shall be permitted on any street or access road at any place other than the paved parking spaces to be provided within each Lot.

(g) Vehicular Storage:

Automobile parking spaces shall not be used for permanent or temporary storage of trucks, trailers, buses and other large semi-mobile equipment provided that the parking of such vehicles and equipment may be permitted if prior approval of adequate

screening by landscaping or fencing is obtained from HSI.

(h) Water Supply:

No individual water-supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements and standards of the Wright Water and Sewer District, Wright, Wyoming. Approval of such system shall be obtained from said District prior to commencement of construction.

(i) Sewage Disposal:

No individual sewage disposal system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements of the Wright Water and Sewer District, Wright, Wyoming. Approval of such system shall be obtained from said District prior to commencement of construction.

(j) On-Site Parking Space Requirements:

Each Lot owner shall, as a minimum, provide parking space for the improvements to be erected on each Lot, or group of Lots held in common ownership and devoted to common use, in accordance with the following ratios:

(i) 1 space per 200 square feet of finished office floor space, plus

(ii) 1 space per 1000 square feet of enclosed floor space used for non-office purposes.

(k) Nuisances:

No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done thereon which may constitute or may become a nuisance to other Lot owners within the subdivision.

(l) Excluded Uses:

No Lot or group of Lots within the subdivision shall be used as a site for a gravel pit, automobile

wrecking yard, sanitary landfill, waste disposal area, mineral extraction or processing facility, mobile home park, recreational vehicle park, junk yard, aggregate plant, asphalt plant, drive-in movie or concrete batch plant.

(m) Building Location:

(i) Except for Lots 21 and 22 of Block 1, no

Building shall be located on any Lot nearer to the front lot line bordering Richfield Court than fifty feet. In the case of Lots 21 and 22 of Block 1, no building shall be located nearer than twenty-five feet to the front lot line bordering Richfield Court.

(ii) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

SECTION D. CONSTRUCTION REQUIREMENTS:

(1) Pre-Construction Conference:

Prior to commencing construction, each Lot owner or his builder or contractor, will meet with representatives of HSI to review procedures and coordinate proposed construction activities on the Lot.

(2) Compliance With Applicable Laws and Regulations:

All applicable federal, state and local laws, rules, regulations and orders will be strictly observed by the Lot owner and his contractors and subcontractors at all times.

- (3) Construction Trailers, Portable Field Offices, Etc.:
Prior to locating any construction trailer, field office or similar equipment within the Subdivision, the Lot owner or his contractor shall first obtain the written approval of HSI. Said approval shall set forth the location of such equipment and shall require the removal of said equipment within thirty (30) days following completion of construction.
- (4) Storage of Materials and Equipment:
- (a) Owners and contractors are permitted to store construction materials and equipment on the Lot during the construction period. It shall be neatly stacked, properly covered and secured. Storage of material or construction equipment outside the owner's or builder's Lot will be done only with the approval of HSI.
 - (b) Storage of materials or equipment shall be the sole responsibility of the Lot owner and his contractor.
 - (c) Lot owners and contractors shall not disturb, damage or trespass on other Lots or common areas within the Subdivision.
- (5) Debris and Trash Removal:
- (a) Owners and contractors shall clean up all trash and debris on the Lot at the end of each week. Trash and debris shall be removed from each Construction Site at least once a week. Lightweight material, packaging, and other items, shall be covered or weighted down to prevent wind from blowing such materials off the Lot. Lot owners and contractors are prohibited from dumping, burying, or burning trash anywhere in the Subdivision except in areas designated by HSI.
 - (b) During the construction period, each Lot shall be kept neat and shall be properly policed to prevent it from becoming a public nuisance, eyesore, or

from adversely affecting other Lots or common areas within the Subdivision. All clean-up costs incurred by HSI will be billed to the Lot owner.

(c) Dirt, mud or debris resulting from construction activity on each Lot shall be promptly removed from public or private roads, common areas, driveways or other portions of the Subdivision.

(6) Sanitary Facilities:

Each Lot owner and contractor shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the Lot itself or in areas approved by HSI.

(7) Parking Areas:

Construction crews will not park on, or otherwise use other Lots or common areas within the Subdivision. Private vehicles, construction vehicles, and machinery parked off any Lot will be parked in areas designated by HSI.

(8) Restoration or Repair of Other Property Damaged:

(a) Damage and scarring to other property, including, but not limited to other Lots, common areas, roads, driveways or other improvements within the Subdivision will not be permitted. If any such damage occurs, it shall be repaired and restored promptly at the expense of the person or entity causing the same.

(b) Upon completion of construction, each Lot owner or his contractor shall clean his Lot and repair all damaged property.

(9) Each Lot owner within the Subdivision will be responsible for the conduct and behavior of his representatives, builders, contractors, and subcontractors. Each Lot owner shall require his contractor to read this Declaration prior to commencement of any construction work on the Lot. Each Lot owner shall insert a provision in his construction contract with his contractor

obligating such contractor to comply with the requirements set forth in this Section D during the course of construction and to cause his subcontractors to comply with said section.

SECTION E. POST CONSTRUCTION MAINTENANCE:

(1) Site and Building Maintenance:

Each Lot owner shall keep his improvements in a safe, clean and neat condition; shall remove, replace or restore all such items not in such condition; and shall comply in all respects with all government, health and police requirements and with such standards as are established by HSI. Each Lot owner shall remove at its own expense any rubbish or trash of any character which may accumulate on its property. Rubbish and trash shall not be disposed of within the Subdivision by burning in open fires or incinerators.

(2) Maintenance of Landscaping and Grounds:

The grounds within each Lot shall be maintained in a neat and adequate manner which shall include lawn mowing, hedge trimming, adequate irrigation, replacement of dead, diseased or unsightly landscaping, removal of weeds from planted areas and appropriate pruning of plant materials.

SECTION F. DURATION AND AMENDMENT:

(1) Duration:

This Declaration, and any amendments hereto, shall remain in effect until December 31, 2009 unless sooner terminated as hereinafter provided.

(2) Amendment:

These Covenants may be amended or terminated or extended for successive 20-year terms by an instrument in writing executed and acknowledged by HSI and by owners of more than one-half of the Lots within the Subdivision

other than land then owned by HSI, or if at such time HSI does not own land in the Subdivision, by an instrument in writing executed and acknowledged by the owners of more than two-thirds of the Lots in the Subdivision. Amendments made pursuant to the provisions of this Section F(2) shall inure to the benefit of and be binding upon the owners of all land in the Subdivision, and any other persons or entities having an interest therein, their respective heirs, successors and assigns. A certificate of a licensed abstract company showing record ownership of the land shall be evidence of such ownership and status for voting purposes.

SECTION G. ENFORCEMENT:

The conditions, covenants, restrictions and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of each Lot owner within the Subdivision. These conditions, covenants, restrictions and reservations may be enforced, as provided hereinafter, by any Lot owner, as well as by HSI. Violation of any condition, covenant, restriction, or reservation herein contained shall give to HSI and to any Lot owner the right to bring proceedings in law or equity against the party or parties violating or intending to violate any of the said covenants, conditions, restrictions, and reservations, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any such covenants, conditions, restrictions and reservations shall give to HSI the right to enter upon any Lot and abate, remove, modify or replace at the expense of the owner thereof any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof. Every act, omission to act, or condition which violates the covenants, conditions, restrictions and reservations herein contained shall constitute a nuisance and every remedy available in law or equity for the abatement of public or private nuisances shall be available

to each Lot owner and HSI. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgment is entered shall pay the attorneys' fees of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive. The failure of the Lot owners or HSI to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and neither the Lot owners nor HSI shall not be liable therefor.

SECTION H. LIMITED LIABILITY:

Neither HSI nor any director, officer, member, agent or employee thereof shall be liable to any party for any action or for any failure to act with respect to any matter if the action was taken or failure to act was in good faith.

IN WITNESS WHEREOF, this Declaration has been executed as of the 9th day of January, 1980.



By R. Short
Assistant Secretary

HOUSING SERVICES, INC.

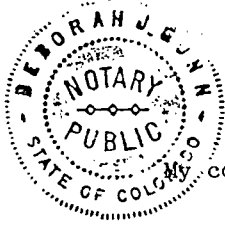
w.D.S.

By R. E. Huff
R. E. Huff, Vice President

STATE OF COLORADO)
) SS.
CITY & COUNTY OF DENVER)

The foregoing was acknowledged before me this
10th day of January, 1980 by R. E. Huff as Vice President
of Housing Services, Inc.

WITNESS my hand and official seal.



Deborah J. Gunn
Notary Public

My commission expires: 8-2-82

