

**Amended Declaration of Protective Covenants for
Canyon-Ayre Estates
Converse County, Wyoming**

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An amended Declaration of Protective Covenants to the existing Canyon-Ayre Estates, Converse County, Wyoming was reviewed, voted upon and adopted by the property owners at a meeting held Thursday, January 27, 2000:

ARTICLE ONE

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| RECORDED | MAY 1, 2000 | AT 9:10A | M |
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| NO 864912 | | LUCILE K. TAYLOR COUNTY CLERK | |

Property subject to this Declaration of Protective Covenants:

Canyon-Ayre Estates the real property which is and shall be conveyed, transformed, occupied and sold subject to the conditions, covenants, restrictions, reservations, and easements as set forth within the various clauses and covenants of this declaration is located in the County of Converse, State of Wyoming and is more particularly described as follows:

Canyon-Ayre Estates, Lots 1-39, Converse County, Wyoming. All blocks, lots, streets, drives, roads, and easements plotted as filing Number One as recorded in the office of the Clerk and Recorder of Converse County, Wyoming.

**ARTICLE TWO
General Purposes and Definitions**

A. The real property described in Article One hereof is subject to the conditions, covenants, restrictions, reservations, and easements hereby declared to ensure the best one and the most appropriate development and improvement of each building site thereof; to protect the owners of each building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of such property; to prevent the construction of improper and unsuitable improvements; to encourage and secure the erection of attractive dwellings thereon; and in general to create and keep the subdivision, insofar as possible, desirable, attractive, beneficial in appearance; to guard against fires and unnecessary interference with the natural beauty of the subdivision and to provide adequately for the improvement of said property; all for the mutual benefit and protection of the owners of lots in the subdivision.

B. As used herein the following words and terms shall have the following meanings.
"Subdivision" - shall mean the land described in Article One. Declarant may, pursuant to the following provisions of the declaration, amend Article One to include all or any part of the adjoining land owned by it at the time of the amendment.

"Lot" - shall mean each lot reflected on the recorded plat of the subdivision.

"Single family residence" - shall mean a single family residential building together with not more than two (2) out buildings.

"Out building" shall mean an enclosed covered building to be used as a guest house or garage for other storage purposes not directly attached to the main structure for which it serves.

"Canyon-Ayre Property Owner's Association" - shall mean that certain property owner's association which is a nonprofit corporation of which any owner of property within the subdivision shall become a member immediately and automatically upon becoming an owner within the subdivision "hereinafter such association may sometimes be referred to as the "Association".

"Design Committee" - shall mean that certain committee established by the Association to initially review and approve construction plans and plans for improvement of the lots within the subdivision.

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

"Canyon Ayre Estates" - shall refer to a subdivision known as "Canyon-Ayre" - First Filing".

"Canyon Ayre Estates Restrictions" - shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

**ARTICLE THREE
Covenants and Conditions**

A. Land Use and Building Type

No building site shall be used except for residential purposes, and each site shall be limited to one single family residence. No building shall be erected, altered, placed or permitted to remain on any site other than for residential or recreational purposes, for a private garage, barn and other out buildings incidental to residential use of the premises. No trailer, motor or mobile home, basement, tent, shack, garage, barn or other out building erected on a building site covered by these covenants shall at any time be used for private habitation, temporarily or permanently, except for a period not to exceed 60 calendar days while owner of lot is constructing the main residential dwelling, unless approved in writing by the Association. No lot shall be used for any commercial or business purposes whatsoever.

B. Nuisance and Firearms

No noxious or offensive activity shall be carried on within the subdivision nor shall anything be done or permitted which will constitute a public nuisance therein; nor shall any fire arms be discharged within the subdivision. Fire arms as used herein shall be construed to mean not only rifles and pistols and cannons, bus explosives, air rifles, BB guns or similar devices.

C. Lot Splitting: Consolidation

1. Two or more contiguous lots within Canyon Ayre Estates may be combined, provided notice of intention to consolidate such lots is filed with the Design Committee. Such consolidated lots may thereafter be treated as one building site and such site may be subjected to these restrictions the same as a single lot except for the purpose of levying and collecting assessments.
2. No residential lot within Canyon-Ayre Estates shall be split unless such lot as split is then consolidated with a contiguous lot and unless the minimum area of each resulting lot is two (2) or more acres.
3. Nothing contained in Paragraph (1) or (2) above shall apply to the splitting of any lot by developers or the consolidation of two or more lots into one lot by the developers.

D. Residential Construction and Alteration of Improvements, Excavations, Etc.

The right of an owner to construct, reconstruct, refinish, alter or maintain any improvement upon, under or above any residential lot, or to make or create any excavation of fill thereon, or to make any change in the natural or existing drainage thereof, or to install any utility line (wire or conduit) thereon or thereover, shall be subject to all of the following limitations and conditions of this Section.

1) Except to the extent permitted by Paragraph (8) below, any construction or reconstruction of, or the refinishing or alteration of any part of the exterior of, any improvement upon any lot is absolutely prohibited until and unless the owner of such lot first obtains approval from the Design Committee as provided and otherwise complies with all of the provisions of this Section. The Association shall remove any improvement constructed, reconstructed, refinished, altered or maintained in violation of this Paragraph and the owner thereof shall reimburse the Association for all expenses incurred in connection therewith.

2) Except to the extent reasonably necessary for the construction, reconstruction or alteration of any improvement for which the owner has obtained approved plans pursuant to this Section:

- a) No excavation or fill which would be visible from neighboring property shall be created or installed upon, and
- b) No change in the natural or existing drainage or surface waters upon, and
- c) No power, telephone or utility line (wire or conduit) which would be visible from neighboring property shall be installed upon.

3) Any owner proposing to construct or reconstruct, or to refinish or alter any part of the exterior of, any improvement on or within his lot area, or to perform any work which under Paragraph (2) above, requires the prior approval of the Design Committee for approval as follows:

a) The owner shall notify the Design Committee of the nature of the proposed work and the Design Committee shall thereupon furnish such owner with a building guide which summarizes the ecological factors relevant to the design, construction and maintenance of improvements at Canyon-Ayre Estates and the various design controls and restrictions applicable to the owner's lot. The owner shall acknowledge by letter that he has read and studied the contents of the building guide, as shall any architect or designer employed by the owner to design the proposed work. If the Design Committee shall so request with ten (10) days following its receipt of said letter of acknowledgment, the owner and his architect or designer if any, shall meet with a member of the Design Committee in order to benefit from such member's knowledge of and experience with Canyon-Ayre restrictions, the Design Committee Rules, and the ecology of Canyon-Ayre Estates. Such meeting shall be a mutually convenient time not to exceed thirty (30) days following the Design Committee's request therefor, and shall be held at a mutually convenient place.

b) Following receipt by the Design Committee of said letter of acknowledgment and following said meeting, if any, the owner shall submit to the Design Committee for approval such plans and specifications for the proposed work as the Design Committee may from time to time request, including, when deemed appropriate by the Design Committee, but without limitation, the following:

aa) A plot plan of the lot showing (1) the location of all existing and/or proposed improvements, (2) the proposed drainage plan (3) the proposed location for sanitary disposal and water mains (4) the proposed location of all utility installations.

bb) floor plans

cc) Drawings showing all elevations

dd) Description of exterior materials and color, with samples

ee) The owner's proposed construction schedule.

- 4) If at any time following an owner's notification of the Design Committee pursuant to Clause (a) above, of his proposed work, the Design Committee shall determine that it would be in the best interest of Canyon-Ayre Estates for such owner to employ an architect or designer to design any improvement involved in the proposed work. The Design Committee shall inform such owner in writing of its determination thereupon all plans and specifications submitted pursuant to Clause (2) above, must be prepared by an architect or designer.
- 5) Subject to the provisions of Paragraph (6) below, the Design Committee shall approve the plans, drawings and specifications submitted to it pursuant to Paragraph (3) only if the following conditions shall have been satisfied:
- a) The owner and owner's architect or designer if any, shall have strictly complied with the provisions of Paragraph (3) above, and
 - b) The Design Committee finds that the plans and specifications conform to Canyon-Ayre restrictions, particularly to the requirements and restrictions of this Section and to the Design Committee.
 - c) All such approval shall be in writing and may be conditioned upon the submission by the owner or the owner's architect to designer, if any, of such additional plans and specifications as the Design Committee shall deem appropriate for the purpose of insuring that the construction of the proposed improvement shall be in accordance with the approved plans, provided, however, that plans, drawings and specifications which have been neither approved nor rejected within thirty (30) days from the date of submission thereof to the Design Committee shall be deemed approved. One set of plans as finally approved shall be retained and maintained by the Design Committee as a permanent record.
- 6) Notwithstanding the provisions of Paragraph (5) above, and within the thirty (30) day period referred to in said paragraph (5), the members of the Design Committee, in their sole discretion, unanimously find that the proposed work would, for any reason whatsoever (including the design, height, or location of any proposed improvement and the probable effect thereof on other owners in the use and enjoyment of their property) be incompatible with Canyon-Ayre, then the Design Committee shall not approve the plans, drawings and specifications submitted to it pursuant to paragraph (3) above and shall so notify the owner concerned in writing setting forth the reasons for such disapproval.
- 7) Developer shall, upon the timely request of the Design Committee, file with the Design Committee copies of such plans and specifications described in Paragraph (3) above, which have been prepared by developer and which are deemed by Design Committee to be necessary for the purpose of maintaining a permanent record of all improvements constructed or being constructed by developer upon any lot at the time lot became a part of Canyon-Ayre.
- 8) Any provision herein to the contrary notwithstanding, any owner may at any time, and from time to time, without first obtaining the approval of the Design Committee and without otherwise complying with Paragraph (3) above, reconstruct or refinish any improvement or any portion or may excavate or make any other installation, in such manner as may be set forth in the last plans thereof approved by the Design Committee and not revoked pursuant to Paragraph (10) below or in the plans and specifications filed pursuant to Paragraph (7) above.
- 9) Upon receipt of the approval from the Design Committee pursuant to Paragraph (5) above, the owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to the approved plans.
- 10) With reference to Paragraph (9) above, owner shall satisfy all conditions and commence construction, reconstruction, refinishing, alterations or other work pursuant to the approved plans within one (1) year from the date of such approval. If the owner shall fail to comply with this Paragraph, any approval given pursuant to Paragraph (5) above shall be deemed revoked unless upon the written request of the owner made to the Design Committee prior to the expiration of said one (1) year period and upon a finding by the Design Committee that there has been no change in circumstances, the time for such commencement is extended in writing by the Design Committee.
- 11) With further reference to Paragraph (9) above, the owner shall in any event complete the construction, reconstruction, refinish, or alteration of the foundation and all exterior surfaces (including the roof, exterior walls, windows, and doors) of any improvement on his lot within one (1) year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the owner due to strikes, fires, national emergencies or natural calamities. If owner fails to comply with this Paragraph, the Design Committee shall notify the Association of such failure, and the Association at its option may either complete the exterior in accordance with the approved plans or remove the improvement and the owner shall reimburse the Association for all expenses incurred in connection therewith.
- 12) Upon completion of any construction or reconstruction of, or the alteration or refinishing of the exterior of, any improvement, or upon the completion of any other work for which approved plans are required under this Section, the owner shall give notice thereof to the Design Committee, and within sixty (60) days thereafter the

Design Committee, or its duly authorized representative, may inspect such improvement to determine whether it was constructed, reconstructed, altered or refinished in substantial compliance with approved plans. If the Design Committee finds that such construction, reconstruction, alterations, or refinishing was not done in substantial compliance with approved plans, it shall notify the owner of such noncompliance within a sixty (60) day period and shall require the owner remedy such noncompliance. If upon the expiration of sixty (60) days from the date of such notification, owner shall have failed to remedy such noncompliance, the Design Committee shall notify the Association, at its option, shall either remove the improvement or remedy the noncompliance, and the owner shall reimburse Association for all expenses incurred in connection therewith. If for any reason the Design Committee fails to notify the owner of any such noncompliance within sixty (60) days after receipt of said notice of completion thereof from the owner, the improvement shall be deemed to be in accordance with said approved plans.

C. Residential Uses and Restrictions

The following standards and restrictions are applicable to the construction, reconstruction, alteration, and refinishing of any and all improvements from time to time existing upon the lots:

a) Every principal residence constructed on a residential lot shall have not less than one thousand two hundred (1,200) square feet of enclosed dwelling area, which shall mean the total enclosed area within a dwelling, excluding basements, garages, terraces, decks, open porches and like areas, not less than nine hundred (900) feet thereof to be on the main ground level. Any new construction must be brought before the Design Committee, including samples of exterior finish prior to approval.

b) All electric, television, radio, telephone, sewer, water and all of the utility installations and connections from the lot owner's property line to the residence or structures located on the lot shall be placed underground.

c) All improvements shall be of new construction and constructed on the lot and no pre-build or prefabricated homes will be permitted. Component or modular construction will not be permitted.

d) Signs: No signs of any kind shall be displayed to public view on any part of the property, except one sign of not more than two (2) square feet designating the owner of any building site. One sign of not more than five (5) square feet advertising the property for sale or rent by a realty agency or the like is permitted to advertise property in subdivision.

D. Landscaping

All natural surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses and trees. All previously prepared sites will be landscaped and completely planted in native grasses and trees. The Association may approve limited construction of gardens, lawns and exterior living areas. Irrigation is prohibited unless hereinafter specifically authorized by the Association. Well water shall be restricted to domestic use only.

In addition, each original lot owner will be required to plant and maintain a total of 10 trees or shrubs native to the area within the first thirty-six (36) months of ownership.

E. Livestock or Poultry

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the property for any commercial purposes. Household pets kept for recreational purposes must be kept within the boundaries of the lot unless accompanied by and under the control of the owner. Two horses may be kept on any lot of five acres of land, not to exceed four horses. Corral and stable facilities for such horses must be provided. Except when accompanied by and under control of the owner, a member of the family or guest of the owner, such horses must be confined within the owner's property. Plans for corrals and stables must be submitted to the Design Committee of the Association in accordance with Article 3, Section B of this Declaration. Stables must contain one stall space for each horse kept on the lot. The horses kept on the lot shall be provided with all necessary supplemental feed within the corral or stable area so that the natural condition of native grasses and trees on areas of the lot outside of the fenced area shall not be unduly disturbed.

F. Garbage, Refuse and Sewage

No part of the property above or below ground shall be used or maintained as a dumping ground for refuse, trash, garbage, debris or other waste material; at all times the property shall be maintained in a sanitary condition. Reasonable precaution shall be taken against fire hazards and no outdoor burning of any kind shall be permitted upon the premises (except for cooking). Each property owner shall provide suitable receptacles for the

temporary storage and collection of refuse and all such receptacles shall be screened from the public view and protected from disturbance. These restrictions also apply to contractors doing construction. No motor vehicles of any type shall be permitted to remain on the property in a non-operating condition for more than thirty (30) days in any calendar year. Any such vehicle which does not display current and valid license plates as required by state law shall be deemed to be in a "non-operating condition".

G. Easements

Easements and rights of ways as described on the recorded plat of Canyon-Ayre have been reserved for poles, wires, pipes, and conduits for electricity, telephones, drainage water, snow removal and other utility and road purposes together with the right of ingress and egress for further construction, maintenance and repair thereof as shown on the recorded plat of the subdivision. Road rights of way and easements shown on the plat contain utility, easements, and easement or refuge shall be placed on any part of said property within the area of easements reserved so as to interfere with the use thereof as reserved.

H. Leasing

The leasing of any lot or lots by the owner is allowed but subject to the covenants and restrictions. One vote will still be maintained by the owner of each lot.

ARTICLE FOUR Design Committee Meetings, Action

The Design Committee shall meet from time to time as necessary to properly perform its duties hereunder. The Design Committee shall keep and maintain a record of all action from time to time taken by the Design Committee at such meetings or otherwise. The Design Committee shall not receive any compensation for services rendered unless they are entitled to reimbursement for reasonable expenses incurred by them in connection with performance of any Design Committee function.

ARTICLE FIVE Property Owners Association Canyon-Ayre Homeowners

A. Organization

1) The Association is a nonprofit membership corporation charged with the duties and empowered with the rights set forth herein. It was created by the Articles and its affairs shall be governed by the Articles and By-Laws.

2) In the event that the Association as a corporate entity is dissolved, a nonprofit, unincorporated association shall forthwith and without further action or notice be formed and succeed to all rights and obligations of the Association hereunder. Said unincorporated Association shall be known as Canyon-Ayre Association and its affairs shall be governed by the Laws of the State of Wyoming and, to the extent not inconsistent herewith, by the Articles and By-Laws, respectively, as if they were created for the purpose of governing the affairs of an unincorporated association.

B. Membership

Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be a member of the Association. Membership shall be apportant to and may not be separated from ownership of any lot which is subject to assessment.

C. Duties and Obligations of the Association

The Association shall have the obligations and duties, subject to the Canyon-Ayre Restrictions to do and perform each and every of the following for the benefit of the owners and for the maintenance and improvement of Canyon-Ayre, and shall have the obligations and duties as specified in the covenants.

D. Canyon-Ayre Estates Covenants

A copy of Canyon-Ayre covenants, as they may from time to time be adopted, amended or repealed, certified by the Secretary of the Association, shall be delivered to each owner and each participating facility, and copies thereof may be recorded. Upon adoption, the Canyon-Ayre rules shall have the same force and effects as if they were set forth in and were a part of the Canyon-Ayre restrictions.

E. Liability of Members of Board

No member of the board shall be personally liable to any owner, guest, project committee, participating facility or to any other person, including developers for any error or omission of the Association its representatives and employees, the Design Committee or the manager, provided, however, that such member has with the actual knowledge possessed by him, acted in good faith.

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ARTICLE SIX
Annual Fees and Special Assessments

A. Creation of the Lien and Personal Obligation of Assessments

Each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

1. Annual assessments or charges, and
2. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special 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 assessments made. Each such assessment, together with interest, costs 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.

B. 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 improvement and maintenance of the common area and the homes situated upon the Properties.

C. 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 common area, 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 member who is voting in person or by proxy at a meeting duly called for this purpose.

D. Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for all lots within each land classification, each class to be considered separately, and may be collected on a monthly basis.

E. Date of Commencement of Annual Assessments: Due Dates

The annual assessments provided for herein shall commence as to all lots at such time as the Design Committee shall approve the owner's plans or on the first day of January, whichever date shall first occur. The first annual assessment for lots purchased thereafter shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty days in advance of each annual assessments 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. The Association setting forth whether the assessments on a specified lot have been paid.

F. Effect of Non-Payment of Assessments: Remedies of the Association:

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. The Association may bring an action of law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for therein by non-use of the common area or abandonment of his lot.

G. Subordination of the Lien of 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. However, 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 relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE SEVEN
Miscellaneous Provisions

A. Conveyance of Common area; Reservation of Easements and Rights-of-Way; Reclassification of Land Area

1) Developers shall transfer and convey to the Association and the Association shall accept the fee interest to all of the real property designated on a subdivision map as "Common Area". Such real property may be subject to any or all of the following exceptions, liens and encumbrances:

- a. The lien of real property taxes and assessments not delinquent
- b. Such easements and rights-of-way on, over or under all or any part thereof as may be reserved to developers or granted to any owner or participating facility for the use thereof in accordance with the provisions of the Canyon-Ayre Restrictions.
- c. Such easements and rights-of-way on, over or under all or any part thereof as may be reserved to developers or granted to or for the benefit of the United States of America, the State of Wyoming, or the County of Converse any other political subdivision or public organization, or any public utility, any project, or an lot, for the purpose of constructing, erecting, operating and maintaining thereon, therein and thereunder, at that time or at any time in the future:

aa) Roads, streets, walks, driveways, parkways and park areas,

bb) Poles, wires and conduits for the transmission of electricity for lighting, heating, power, telephone, television and other purposes and for the necessary attachments in connection therewith, and

cc) Public and private sewers, sewage disposal systems, storm water drains, land drains and pipes, water systems, sprinkling systems water, heating and gas lines or pipes and any and all equipment in connection therewith.

d) The obligation imposed, directly or indirectly by virtue of any statute, law, ordinance, resolution or regulation of the United States of America, the State of Wyoming or any other political subdivision or public organization having jurisdiction over such property, or by virtue of any organization or body politically created pursuant to any such statute, law, ordinance or regulation.

e) Any other lien, encumbrance or defect of title of any kind whatsoever (other than of the type which would at any time or from time to time create a lien upon such property to secure an obligation to pay money) which would not materially and actually prejudice the owners and guests in their use and enjoyment of such property.

2) The land classification of any real property within Canyon-Ayre which is not common area may be changed to common area by the transfer of such property to the Association from all persons having any right, title or interest therein. The Association shall accept such property and such property shall thereupon become common area in accordance with such designation. Notwithstanding the foregoing, developers may change the land classification of any such "Common Area". Developers shall convey such property to the Association which shall accept the same, and such property shall thereupon become common area.

B. Assignment of Powers

Any and all of the rights and powers vested in developers pursuant to Canyon-Ayre restrictions may be delegated, transferred, assigned, conveyed or released by developers to the Association, and the Association shall accept the same, effective upon the recording by the developers of a notice of such delegation, transfer, assignment, conveyance or release.

C. Condemnation of Common Area

If any time, or from time to time, all or any portion of common area, or any interest therein, be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the Association and deposited into the operating fund as the Association may, in its sole discretion, determine. No owner shall be entitled to participate as a party, or otherwise, in any proceedings relating to such condemnation, such right or participation being herein reserved exclusively to the Association which shall, in its name alone, represent the interrelating to improvements which constitute a private recreation facility shall be divided equally among the owners who, at the time of such taking, are permitted users of the facility.

D. Obligations of Owners; Avoidance; Termination

1) No owner, through his non-use of any common area project area or recreational facility, or by abandonment of his lot, may avoid the burdens or obligations imposed on by him by the Canyon-Ayre restrictions by virtue of his being an owner.

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2) Upon the conveyance, sale, assignment or other transfer of a lot to a new owner, the transferring owner shall not be liable for any assessments levied with respect to such lot after the date of such transfer, and no person after the termination of his status as an owner and prior to his again becoming an owner, shall incur any of the obligations or enjoy any of the benefits of an owner under the Canyon-Ayre restrictions following the date of such termination.

E. Notices: Documents: Delivery

Any notice or other document permitted or required by the Canyon-Ayre restrictions to be delivered by be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows:

If to the Design Committee at:

Canyon-Ayre Estates
c/o Terry Rainey, President
P.O. Box 754
Glenrock, WY 82637

If to the Association at:

Canyon-Ayre Estates
c/o JoDell Butcher, Secretary
P.O. Box 1437
Glenrock, WY 82637

ARTICLE EIGHT
Duration, Enforcement and Amendment

A. Duration of Restrictions

All of the covenants, conditions and restrictions set forth in these covenants shall continue and remain in full force and effect at all times against said property and the owners thereof, subject to the right of said property and the owners thereof, subject to the right of change or modification provided for in this Article, until two years (2); and then shall be up for review by the Association.

B. Enforcement

Each and all of said covenants, conditions and restrictions is and are for the benefit of each owner of land (or any interest therein) in said property and they and each there of shall inure to and pass with each and every parcel of said property and shall apply to and bind the respective successors in interest of said grantor. Each grantee of the grantor of any part or portion of said property by acceptance of a deed to a lot or lots within Canyon-Ayre. Second filing accept the same subject to all of such restrictions, covenants and conditions of, and the continuance of such breach may be enjoined, abated or remedied by appropriate proceeding by any such owner of other lots or parcels in said property, but no such breach shall subject or impale the lien of any bonafide mortgage or trust which shall have been given in good faith and for value; provided, however, that any subsequent user of said property shall be bound by the conditions of the covenants, whether obtained by foreclosure or at a trustee's sale or otherwise.

F. Violation Constitutes Nuisance

Every act or mission, whereby any restriction, condition of covenant in this Declaration set forth, if violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by the Association or their successors in interest and/or by any lot owner; if such remedies shall be deemed cumulative and not exclusive.

G. Amendment of Covenants

The Association shall have the right to change or modify these covenants, or change classification of lots in whole or in part within Canyon-Ayre Estates. Following a majority vote at property owner's meeting to amend such covenants as brought before the Association for review, amendments will be adopted and filed with the County Developer's Office in Converse County at which time they will be official.

H. Construction and Validity of Restrictions

Of said covenants, conditions and restrictions contained in this Declaration shall be construed together, but if they shall at any time be held that any one of said conditions, covenant or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant or reservation, or any part thereof, shall be thereby affected or impaired; and the owners, grantor and grantee, their heirs, successors shall be bound by each Article, Section, Subsection, Paragraph, Sentence, Clause and Phrase of this Declaration, irrespective of the fact that any Article, Section, Subsection, Paragraph, Sentence, Clause or Phrase declared invalid or inoperative or for any reason becomes unenforceable.

I. Right to Enforce

If provisions contained in this Declaration shall bind and are to the benefit of and be enforceable by owners or the Association of any portion of said property, their and each of their legal representatives, heirs, successors and assignees, and failure by the owners and Association to enforce any of said restrictions, conditions, covenants or reservations shall in no event be deemed a waiver of the event to do so thereafter.

J. Variances

The Design Committee may allow reasonable variances and adjustments of the foregoing covenants, conditions and restrictions in order to overcome practical difficulties to prevent unnecessary hardships in the application of the covenants contained herein, or to grant variances in regard to the requirements contained in Article 3 for the purpose of enhancing views, utilizing a lot to better advantage, preventing the removal of trees and enhancement of improvements on the property, provided this may be done in conformity with the intent and purposes hereof, and also provided in every instance that such grants or adjustments shall not be materially detrimental or injurious to other property or improvements in the neighborhood. Any variances or adjustments of these conditions, covenants and acquiescence or failure to enforce any violation of the conditions and restrictions herein, shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.

IN WITNESS WHEREOF, I have set my hand this 25 day of April, 2000.

By: Terry Rainey
Terry Rainey, President
Canyon-Avire Estates

Witness: Wanda F. Price
Date: 7/25/00
County of Converse, State of Wyoming



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