

RECORDED March 6 19 80 AT 3:40 O'CLOCK P M.
IN BOOK 723 OF Misc PAGE 498
NO. 559395 DOROTHY L. TAYLOR
COUNTY CLERK

STATE OF WYOMING)
) SS.
COUNTY OF CONVERSE)

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE ROANOKE VILLAGE TOWNHOUSE COMPLEX
GLENROCK, WYOMING

THIS DECLARATION made on the date hereinafter set forth by Don Davis, Dick Carlisle, James L. Nelson, and J. T. "Tim" Boerger, all hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS declarant is the owner of certain real property in the Town of Glenrock, County of Converse, State of Wyoming, which is more particularly described as follows:

Lots 12 through 26, Block 9,
Oregon Trail Estates No. 2,
Town of Glenrock, County of
Converse, State of Wyoming.

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, and which shall inure to the benefit of each owner thereof, and which shall also inure to the benefit of the Town of Glenrock where specifically provided.

ARTICLE I

DEFINITIONS

Section 1. "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 an obligation.

Section 2. "Properties" shall mean and refer to certain real property hereinbefore described.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the properties.

Section 4. "Declarant" shall mean and refer to name each of the parties, their successors and assigns.

ARTICLE II

OBLIGATIONS OF OWNERS

Section 1. Use of the Family Lots: All lots shall be utilized for single family residential purposes only. No commercial activity of any nature shall be conducted on any lot in the described area.

Section 2. Domestic Animals: Each owner shall be entitled to maintain on his lot one domesticated dog or cat. No owner shall be allowed to keep more than one domesticated dog or cat, and the owner shall be responsible for maintaining his pet in a manner that does not interfere with the right of quiet enjoyment of all other owners in the project.

Section 3. Rules of Conduct: Each owner, their families and guests, licensees, or invitees, or any successor or assign of an owner shall observe the following rules of conduct:

- a. No resident of the project shall post any advertisements or posters of any kind on the property except standard "for sale" signs when the lot is being offered for sale.
- b. All owners shall exercise extreme care when making noises or using musical instruments, radios, television, and amplifiers so as not to disturb or interfere with the quiet enjoyment of the other owners.
- c. No resident of the project shall hang any garment, sheet, rug, or the like, from any window, or from any of the facades of the project. The dusting and shaking out of rugs and the like from the windows, or by beating on the exterior part of the project is prohibited.
- d. The throwing of garbage or trash outside the disposal installations provided for such purposes is prohibited.

ARTICLE IIIUTILITY AND GARAGE RESTRICTIONS

Section 1. Easement: A ten foot (10') utility easement running along the side property lines and rear property lines of the described property has been provided for in the plat of the described property duly filed with the County Clerk, County of Converse, State of Wyoming.

Section 2. Interference with Utility Easement: The declarant, its successors and assigns, and all owners and residents and their successors and assigns shall be prohibited from erecting, placing or planting any obstructions or hindrances of any nature whatsoever, except a lawn, in or on the ten foot (10') utility easement located along the rear and side property line of the project.

Section 3. Garage Maintenance: On all lots within the project where a garage has been constructed as a part of the dwelling unit or townhouse, the declarant, their heirs, successors and assigns, and the owners, their heirs, successors, and assigns, shall be prohibited from converting the garage area into any residential living space, or to any other use except that of the motor vehicle garage without first receiving the express written approval of the Town of Glenrock to such conversion.

Section 4. Enforcement: The restrictions on the properties relating to preservation of the ten foot (10') utility easement and restricting conversion of garage areas may be enforced by any owner in the project and by the Town of Glenrock. It is expressly provided that the restrictions regarding preservation of the ten foot (10') utility easement, and prohibiting the conversion of garage spaces, inure to the benefit of the Town of Glenrock, and directly relate to the compliance of the project with the zoning and land use objectives of the Town of Glenrock.

ARTICLE IVMAINTENANCE PROVISIONS

Section 1. Exterior Maintenance: The exterior of all buildings constructed on the project shall be maintained by each

owner in a good state of repair at all times. No owner shall alter the exterior covering of the unit or units which he owns unless such covering is harmonious with the general exterior covering of the remaining units in the project.

Section 2. Yard Maintenance: Each owner shall be responsible to maintain the lawn and shrubs which are on the lot or lots owned by him. Each owner shall maintain the lawn and shrubs on his lot so as not to adversely affect the value of the other parties in the project.

Section 3. Snow Removal: Each owner shall be responsible for snow removal on the sidewalks, parking spaces, and driveways which are a part of the owner's lot or lots.

Section 4. Parking Spaces: Each owner shall maintain the two parking spaces, or parking space and garage, conveyed to the owner as a part of his lot, in a good state of repair at all times. No owner shall maintain any abandoned motor vehicle, boat, house or travel trailer, semi-truck, snow machine, or other motor vehicle on his property unless the same can be and is contained in a closed garage.

Section 5. Nuisances: No owner in the project shall maintain or allow to be maintained on any property owned by him in the project, any nuisance interfering with the quiet enjoyment and use of the property by the other owners and residents of the project.

Section 6. Enforcement: Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations now hereafter imposed by the provisions of this declaration. It is further provided that nothing contained in these declarations shall in any way limit the authority of any governmental subdivision having jurisdiction over the project, to enforce any laws, rules, and regulations or ordinances relating to the described property.

ARTICLE V

GENERAL PROVISIONS

Section 1. Severability: The validation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 2. Amendment: The covenants and restrictions of this declaration shall run with the land for a period of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners, provided, however, that any amendment to Article III, Section 4. must be approved in writing by the Town of Glenrock. Any such amendment must be duly recorded at the office of the County Clerk, Converse County, Wyoming.

IN WITNESS WHEREOF the undersigned, being the declarant herein, have hereto set their hands this 6th day of March, 1980.

[Signature]
DON DAVIS

[Signature]
DICK CARLISLE

[Signature]
JAMES L. NELSON

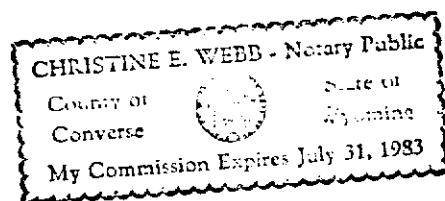
[Signature]
J. T. BOERGER, by his
attorney in fact, James L. Nelson

STATE OF WYOMING)
) SS.
COUNTY OF CONVERSE)

The foregoing instrument was acknowledged before me by Don Davis, Dick Carlisle, James L. Nelson, and J. T. "Tim" Boerger by his attorney in fact, James L. Nelson this 6th day of March, 1980.

Witness my hand and official seal.

[Signature]
NOTARY PUBLIC



My Commission Expires: _____