

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
ROCKHURST

KNOW ALL MEN BY THESE PRESENT:

THAT WHEREAS Aco Homes, a Wyoming corporation, is the owner of all that certain real property situate in Converse County, State of Wyoming, known and described as Rockhurst, a subdivision of Converse County, Wyoming, comprising of 909.86 acres more or less, and more specifically described as follows.

The E. 1/2 of the S.E. of Section 12, Township 31N, Range 72 west of the 6th P.M., and the S. 1/2 of Section 6, Township 31N., Range 71 west of the 6th P.M., and the S. 1/2 of the S.W. 1/2 of the S.W. 1/2 of Section 5, Township 31N., Range 71 west of the 6th P.M., and the S.E. 1/2 of the S.W. 1/2 of Section 7, Township 31 N., Range 71 West of the 6th P. M. and the N.W. 1/2 of Section 8, Township 31 N., Range 71 west of the 6th P.M., (hereinafter referred to as the "Subdivision") and as

shown on the plat and dedication thereof duly recorded in the office of the County Clerk of Converse County, State of Wyoming, in Book 2 of Maps at 65, and

WHEREAS, in order to insure the use and development of said property for exclusive residential purposes only, to prevent the impairment of the attractiveness of said property for such purposes, and to maintain property values therein, the undersigned desires hereby to make and impose upon said property the restrictions and limitations hereafter set forth.

NOW THEREFORE, for and in consideration of the premises, Aco Homes, a Wyoming corporation does hereby and by these present make, publish, declare and impose upon all of the real property situate and included within the Subdivision the following restrictions and limitations governing the use and development of all sites within the Subdivision, and does hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land in the Subdivision, shall be effective upon the sale of the first lot in the Subdivision and shall be binding upon the undersigned and all persons claiming under it from and after the first lot sale, and shall be for the benefit of, as well as limiting and restricting, all future owners of lots within the Subdivision, to wit:

RECORDED Sep 5 1975 10:40 O'CLOCK A.M.
IN BOOK 598 OF Misc. PAGE 403
NO. 468932 ANNA FROGGATT
COUNTY CLERK

ARTICLE I
DEFINITIONS

1. Residential Lots: All of the subdivision sites designated on the recorded plat of the subdivision by site number shall be used for residential tracts.
2. Rockhurst: The words "Rockhurst" as used in these covenants shall mean all of the lands included within this Subdivision. Any lands added by Aco Homes, in accordance with this instrument and expressly made subject to the Declaration by written amendment filed in the office of the Converse County Clerk shall thereafter be deemed a part of the Subdivision.
3. Association: Shall mean and refer to Aco Homes, a Wyoming corporation, its successors and assigns.
4. Owner: Shall mean and refer to the record owner, whether one or more persons and entities, of a fee simple title to any site which is a part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.
5. Properties: Shall mean and refer to that certain real property in the Subdivision hereinbefore described, and such additions, if any, thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II
Property Rights

1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the common area, which shall be appurtenant to and shall pass with the title of every lot,
2. Delegation of Use: Any Owner shall in accordance of these covenants have his right of enjoyment to include members of his family, his tenants, invitees, guests or contract purchasers.

ARTICLE III
DEVELOPMENT

1. Variances: Where circumstances, such as topography property lines, location of trees, vegetation, or other physical interference requires, the Aco Homes, may allow reasonable variances to the covenants herein contained.
2. General Requirements. Aco Homes, shall exercise its best judgment with respect to all construction, landscape improvements and alterations within the Subdivision in an effort to provide improvements that are

complimentary to the natural surroundings and existing structures with the visual design, materials, color, site location, height, topography, driveway, grade, and finished ground elevation. The Aco Homes, shall protect the seclusion of each home location from other sites insofar as possible.

3. Preliminary Approvals: Persons or associations who anticipate constructing improvements or causing improvements to be constructed within the Subdivision must own land in Rockhurst; provided, that persons who contemplate the purchase of land may submit a preliminary design of improvements to Aco Homes for informal review. Aco Homes shall not be committed or bound by any informal review until complete design plans are submitted and approved or disapproved but shall endeavor where practical to suggest such changes or alterations as may be required prior to final approval.

4. Plans: The Aco Homes shall disapprove any plans submitted which are not sufficient for them to exercise the judgment required by these covenants.

4. Aco Home Board Not Liable: The Aco Home committee shall not be liable in damages to any person or association submitting any plans for approval, or to any owner or owners of lands within the Subdivision by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person or association acquiring the title to property in the Subdivision, or any person or association submitting plans to the Committee for approval, by so doing does agree and covenant that he or it will not bring any action or suit to recover damages against the Committee, its members as individuals, advisors, employees, agents or developer.

5. Written Records: The Aco Home committee shall keep for at least (3) years complete records of applications submitted to it (including one set of all architectural plans so submitted) and actions of approval or disapproval and other actions taken by it under the Provisions of this instrument.

ARTICLE IV
GENERAL RESTRICTIONS ON ALL LOTS AND TRACTS OF LAND

1. Zoning regulations: No land within the Subdivision shall be occupied, used by, or for, any structure or purpose which is contrary

To the zoning regulations of Converse County, Wyoming.

2. Uses: Each lot or tract within the Subdivision shall be utilized for either one single family residential site and no more than two units under one roof.

3. Prohibited Activities: Except that the dwelling on any lot in the area may be leased by the owner or owners thereof for rental income purposes, no business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature, whether or not conducted for a profit, shall be operated, maintained, or conducted on any site in the area or on any improvement erected or placed therein, nor shall any dwelling, or any part thereof, be used as a boarding or rooming house, nor shall any mining or quarrying operations or operations for drilling of any oil or gas well be conducted or permitted in the area, nor shall any signs, billboards or advertising devices, except as hereinafter provided, be erected, placed or permitted to remain on any lot in the area.

4. Signs: One "For Rent" or "For Sale" sign, which shall be no larger than (3) three square feet, shall be permitted. One entrance gate sign identifying the owner or occupant of the property, of a style and design as approved by Aco Homes, shall be permitted: otherwise, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted on any tract or lot.

5. Animals and Livestock: It shall be permissible for the owners of a site, in addition to household pets, to own and maintain on a (2½) two and one half acre two horses or one horse and one cow, For purposes of this restriction three sheep shall be considered equivalent to a horse or cow. Except as herein specified no other animals, pets or livestock shall be deemed a permissible use. In the event the board of Aco Homes should determine that animals maintained on a site, even though permissible within this provision, have become or constitute a nuisance to other owners in the Subdivision the board is granted the authority to restrict such use in such manner as it deems appropriate.

6. No Resubdivisions: No lot reflected on the recorded plat shall be resubdivided into smaller tracts or lots nor conveyed or encumbered unless the entire lot is so conveyed or encumbered; However, conveyances or dedications of easements for utilities or private lanes or roads may be made.

7. Combining Tracts: If two or more contiguous residential tracts are owned by the same owner or owners, they may be combined into one or more larger residential tract by means of a written document executed, acknowledged and approved the the Owner and the Aco Home Committee, and recorded in the real property records of Converse County, Wyoming. Thereafter, the new and larger lot or tracts shall each be considered as one lot for the purpose of these covenants.

8. Service Yards and Trash: Clothes lines, service equipment, trash, woodpiles, or storage areas shall be screened by planting or fencing to conceal them from view of neighboring lots, drives and roads. All refuse and trash shall be removed by owners, or at their expense, from all lots and tracts and shall not be allowed to accumulate.

9. Underground Utilities Lines and Water Wells: All water and gas lines within the limits of the Subdivision shall be underground except such necessary above ground facilities as may be incident thereto. It shall be permissible for electric utilities and cable television services to be installed above ground. Utilities shall, where possible, be installed within road right-of-way or easements as indicated. Each property owner shall own and maintain his own water well according to State of Wyoming and County of Converse regulations.

10. Fences: All fences on road frontage and side fences running back along the property line to a point even with the front of the residential structure on said lot shall be of a rail or other suitable open wood construction approved by Aco Homes. The remaining side and back fences may be woven or barbed wire. If the fences are not woven wire, a minimum of four (4) strands must be used. Posts for all fences shall be spaced no more than a maximum of one (1) rod apart. Where fences cross easements a usable gate having a width of no less than twelve (12) feet shall be installed to facilitate ingress and egress for the maintenance and cleaning of such ditches or drainage ditcheseasements. All fences shall be maintained in a sightly condition by the owners thereof.

ARTICLE V
RESTRICTIONS ON RESIDENTIAL TRACTS

1. Number and Location of Buildings: No buildings or structures shall be placed, erected, altered, or permitted to remain on any residential lot other than:

- (1) one detached single-family dwelling or duplex.
- (2) an attached or detached garage; and
- (3) a service type barn, stable or storage shed.

No dwelling shall be placed, erected, altered, or permitted to remain on any residential lot or location, other than those listed above, except as permitted by Aco Homes. Modular or componet houses will be acceptable provided they are placed on proper foundations and plans approved by Aco Homes.

2. Minimum Setback Requirements: Each building on a lot shall have minimum setback distances measured from the lot lines to the nearest wall of such structure, as follows:

- (a) front and side setbacks --- 25 feet; (twenty-five)
- (b) rear setback --- 25 feet; (twenty-five)
- (c) side setback on property bordering roads -- 50 feet; (fifty)

3. Square Footage of Houses: The ground floor (1st floor) area of the single family dwelling, exclusive of porches, carports or garages, shall not be less than 1,000 square feet for a one-story dwelling. Where a single family dwelling contains more than one level (including split levels or tri-levels) the first two (split) levels shall equal no less than 1200 square feet of floor area.

4. Landscape Development: All areas disturbed by construction shall be rough graded at the time of completion of a new home. This shall be the individual contractor's responsibility.

5. Tanks: Elevated tanks shall not be erected or permitted upon any lot, except such elevated storage tanks as may be necessary for the Rockhurst water system and one gasoline and one diesel fuel storage tank per site, such fuel tanks to have a capacity of no greater than 500 gallens each, and provided that such fuel tanks are located in the rear yards and at least thirty (30) feet distance from any building. Any tank used in connection with a dwelling or other structure shall be a part of the structure as approved by the Aco Homes committee or shall be located in the rear yard behind the dwelling, and shall be fenced.

6. Used or Temporary Structures: No trailer, camper, basement, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used in the addition as a place of residence or habitation, either temporarily or permanently, except as may be customarily employed by contractors for and during the construction and development of improvements thereon, no house trailer, camper-trailer, tents, shack or any other structure for temporary housing shall be erected, placed or be permitted to remain except that owners of camper-trailer, motor homes, or boat or snowmobile trailers may

may be stored on the rear portion of the owner's site. Construction of any new residential structures or outbuildings shall be completed in no more than one year from the date construction commences on any one site.

7. Parking of Vehicles: Each dwelling shall be constructed with adequate parking area for at least two automobiles per residence. No parking shall be allowed within the boundaries of any road rights of way. No trailers, campers, motor or mobile homes, boats, snowmobiles, snowmobile trailers and similar vehicles of any kind shall be allowed to be parked or stored on any lot except in the rear portion thereof. For purposes of this paragraph "rear portion" is defined as that portion of a lot or site which has as its front boundary a line parallel with the road fronting said lot and passing through the corner of the residence furthest therefrom or in the instance of a corner lot, bordered by two roads, it shall be that portion having as its front boundary lines parallel with each road and passing through the corners of the residence furthest therefrom.

8. Sanitary Systems: No sewerage disposal system shall be constructed, altered, or allowed to remain or used unless fully approved as to design, capacity, location and construction by all proper health agencies of Converse County, and the State of Wyoming.

9. Land Uses: No improvements nor any noxious activity shall be permitted on any residential lot which is or might become a nuisance to adjoining residential tracts.

10. Utility Easements: Aco Homes hereby reserves to itself, its successors, and assigns, perpetual easements within the Subdivision boundary, on and along ten (10) feet on either side of all property lines, and on and along all roadways, for the purpose of constructing, maintaining, operating, replacing, enlarging, and repairing power, telephone, water, irrigation, storm drainage, sewer or septic, gas and similar lines, pipes, wires, ditches and conduits for the benefit of the Subdivision and for the extension of such facilities into and development of, lands adjacent to the Subdivision owned by Aco Homes.

11. A soils report has been prepared listing possible hazards and limitations for certain land uses in this subdivision. A copy of this report is on file at the Converse Area Planning Office, Douglas, Wyoming.

Article VI

Easements for Private Roads or Lanes:

1. Roads: Aco Homes hereby serves to itself, its seccessors and assigns, perpetual easements across all roads and roadways in the Subdivision for ingress and egress to lands owned and proposed to be developed by Aco Homes adjacent to the Subdivision.
2. Dedicated Roads and Maintenance: Aco Homes, its successors and assigns, shall construct all roads, drives and lanes to be transferred to the individual owners and as shown on the subdivision plat. After such transfer, all responsibilities and obligations of maintenance and improvement of roads, drives and lanes shall be the that of the owners of said sites, until such time as the same may be transferred to and accepted by Converse County, Wyoming or such other duly constituted governmental agency as may take over such roads for public purposes.

Article VII

ENFORCEMENT

1. Enforcement Actions: The Environmental Committee or Aco Homes shall have the right to prosecute any action enforcing the provisions of all covenants by injunctive relief, on behalf of itself and all or part of the Rockhurst owners. In addition, each owner shall have the right to prosecute for injunctive relief and for damages by reason of any covenant violation.
2. Limitations on Actions: In the event any construction, alteration or site landscape work is commenced upon any portion of the Subdivision in violation of these covenants and no action is commenced to restrain such violation within thirty (30) days after the violation is recognizable, then injunctive or equitable relief shall be denied, but action for damages shall still be available to any party aggrieved. Said thirty (30) day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

Article VIII

GENERAL PROVISIONS

1. Severability: Should any part of parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

2. Effect and Duration of Covenants: The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in the Subdivision, and each owner of property therein, his successors, representatives and assigns.

3. Amendments: The conditions, stipulations, restrictions, agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended except by written consent of the owners of eighty percent (80%) of the privately owned land, including the unsold acreage held by Aco Homes, included within the boundaries of Rock Hurst, as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Converse County, Wyoming. Any such amendments shall be ineffective until it shall be placed of record in the office of the County Clerk, Converse County, Wyoming.

4. Enforcement: If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for the Aco Homes or any person or persons owning real property in the Subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages actual and punitive for such violations.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 9th day of July, 1975.

ACO HOMES

By: Nellie M. Arner
Nellie M. Arner-President

By: Nick Kamboris
Nick Kamboris, Secr. Treas.

STATE OF WYOMING)
COUNTY OF NATRONA) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me personally appeared Nellie M. Arner, President, on behalf of ACO HOMES, a Wyoming Corporation, this 9th day of July, 1975.

Witness my hand and official seal.

Shirley A. East
Notary Public



My commission expires:
July 21, 1978