

AMENDED

RECORDED Apr 22 1977 AT 10:30 CLOCK AM.
IN BOOK 641 OF Misc. PAGE 118
NO. 497923
APPA. FROMM COUNTY CLERK

DECLARATION OF

COVENANTS, CONDITIONS, AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That Westland Estates, a partnership, and Fred W. Dilts III,
being the owners of the following described real property:

A tract of land in the W $\frac{1}{2}$ of Section 19, Township 32 North, Range 71 West of the 6th P.M. and in Section 24, Township 32 North, Range 72 West of the 6th P.M., Converse County, Wyoming more particularly described as follows:

Beginning at Corner No. 1, the North one-sixteenth corner between said Sections 19 and 24 which bears So. 0°03' W. a distance of 1329.7 feet from the Northeast corner of said Section 24; thence proceed N. 89°12.5' E. along the North line of Lot 7 of said Section 19 a distance of 319.38 feet to Corner No. 2; thence proceed S. 12°36' E. a distance 1186.15 feet, more or less, to Corner No. 3, on the East Line of said Lot 7; thence proceed S. 0°12.8' E. along the East Line of said Lot 7 and the East line of Lot 10 of said Section 19 a distance of 306.50 feet to Corner No. 4; thence proceed S. 77°24' W. a distance of 3280.0 feet to Corner No. 5; thence proceed N. 12°36' W. a distance of 1800.0 feet to Corner No. 6; thence proceed S. 77°24' W. a distance of 101.3 feet to Corner No. 7; thence proceed N. 12°36' W. a distance of 330.0 feet to Corner No. 8; thence proceed N. 77°24' E. a distance of 1613.0 feet to Corner No. 9; thence proceed S. 12°36' E. a distance of 270.0 feet to Corner No.10; thence proceed N. 77°24' E. a distance of 382.6 feet to Corner No.11; thence proceed S. 12°36' E. a distance of 270.0 feet to Corner No.12; thence proceed N. 77°24' E. a distance of 954.34 feet, more or less, to Corner No. 13 on the North line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 24; thence proceed N. 89°22.25' E. along North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, a distance of 188.62 feet, more or less, to Corner No. 1, the point of beginning hereinbefore mentioned, containing 143.178 acres, more or less; and,

Beginning at Corner No. 7 of the replat of a portion of Westland Estates Ranchettes, a subdivision of a portion of Section 19, Township 32 North, Range 71 West, and Section 24, Township 32 North, Range 72 West; thence proceed S. 77°15' W. a distance of 445.0 feet; thence N. 12°45' W. a distance of 220.0 feet; thence N. 52°15' E. a distance of 66.2 feet along the South right-of-way line of County Road No. 9; thence S. 12°45' E. a distance of 188.0 feet; thence N. 77°15' E. a distance of 385.0 feet; thence S. 12°45' E. a distance of 60.0 feet to the point of beginning, all situate in Converse County, Wyoming.

and desiring to establish a nature of the use and enjoyment of the above described property, hereby declares that the following Covenants, Restrictions and Reservations shall attach to said real property and every portion thereof and shall constitute the covenants running with the lands for the benefit of all the lands described above, and further such covenants and restrictions shall inure to the benefit of all successors in title and interest to said real property.

This Amended Declaration of Covenants, Conditions and Restrictions is hereby given and recorded in order to amend and replace

those previous declarations and restrictions of record appearing at Book 598, Page 559 through 566, and at Book 617, Pages 188 through 195 of the Converse County Clerk and Recorder and Ex Officio Registrar of Deeds Office, Converse County, Wyoming.

1. BUILDING LOCATIONS: All buildings shall be placed on any lot as follows: no building shall be located upon any single lot nearer than Twenty-five (25') feet to the front lot line, or nearer than Twenty (20') Feet to any side street or side lot line, and no building shall be located nearer than Fifteen (15') feet to the rear lot line or easement across the rear of each lot.

2. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front or rear ten (10') feet of each lot. Within these easements, no structure or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements in it, such as fences, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

3. NUISANCES: No noxious or offensive activities shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

4. USE OF PREMISES: The use of all lots is hereby restricted and shall be used for single family residential use only, and all construction thereon is restricted to single family dwellings attached or detached and no business uses or activities of any kind whatsoever shall be permitted or conducted upon said premises. Only one (1) single family dwelling shall be permitted on each lot.

5. TEMPORARY RESIDENCES OR STRUCTURES: No part of any dwelling shall be used for living purposes until the entire structure is nearing completion, nor shall any structure of a temporary nature be

used as a dwelling, nor shall any trailer, mobilehome, tent, shack, garage, barn, or any other structure be used as a residence, either temporarily or permanently, nor shall any such structure or dwelling be moved onto the above described property from outside the subdivision, except that a construction shed, used for the storage of tools and equipment, may be maintained by the builder on any unsold lot during the period of construction of the subdivision.

6. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets or horses may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

7. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and stored out of sight and in screened or enclosed areas. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All garbage pick-up will be made in the adjacent access ways or street.

8. NO JUNK STORAGE: No lot shall be used or maintained as a storage area for junk materials, refuse or non-functional automobiles or other vehicles. For the purposes herein, junk shall mean and be defined as the word "junk" is presently defined in the ordinances to the Town of Douglas, Wyoming.

9. WATER SUPPLY - SEWAGE DISPOSAL SYSTEMS: No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with requirements, standards and recommendations of the State Department of Public Health. Approval of such systems as installed shall be obtained from such authority. Further, any sewage disposal systems herein shall be constructed pursuant to the standards and recommendations of the State Department of Public Health, and shall not contaminate or in any way jeopardize any other water source in the subdivision.

10. UTILITIES: All utilities including electricity, cable television, and telephone, whether located on easements or placed upon individuals lots, shall be underground.

11. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines or at elevations between two (2') feet and six (6') feet above the roadway shall be placed or allowed to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25') feet from the intersections of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10') feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. No fence higher than six (6') feet will be permitted on any lot.

12. MINIMUM SIZE OF DWELLINGS: No residential dwelling containing less than Nine hundred fifty (950) square feet of living area, excluding basements, will be permitted, except for split entries, split levels and one and one-half (1½) and two (2) storied dwellings which shall be subject to the approval of the Architectural Control Committee.

13. MULTIPLE UNIT DWELLINGS: Multiple unit dwellings, churches, paternal organization buildings and other similar buildings will be permitted only when they meet the approval of the Architectural Control Committee.

14. DEFINATION OF MOBILE HOMES: For the purposes of these covenants, trailer homes and mobile homes, which are specifically excluded herein as dwelling units shall be defined as a portable unit principally designed and built to be towed on its own chassis, comprised of frame and wheels, connected to utilities, and designed without a permanent foundation for year round living. A unit may

contain parts that may be folded, collapsed, or telescoped when towed and expanded later to provide additional living space. This term shall include all units and structures referred to and termed as "double wides". All module dwellings (i.e. those not principally constructed at the building site) shall be constructed to meet the Uniform Building Code for single family dwellings in all respects, and are subject to review by the Architectural Control Committee.

15. PARKING AND STORAGE OF MISCELLANEOUS ITEMS:

(a) Parking of trailers, campers, truck campers, bus campers, and other large vehicles such as stock trucks and trailers shall be limited to a period of seventy-two (72) hours when parked on the street in front of a residence or on the front drive way or parking area between the front building line and the street.

(b) The parking of boats and boat trailers on the street or on the drive way or any parking area between the front building line of a residence and a street shall be of a temporary nature and shall not be left parked in such a location for storage from one season to another or while not in seasonal use.

(c) Vehicles which are not in running condition or in a state of disrepair shall not be parked on a street in front of a residence or on the front drive way or any parking area between the front building line of a residence and a street for a period of more than twenty-four (24) hours at any one (1) time or as a repeated matter of practice. Further, any storage of any such vehicles beyond a fourteen (14) day period shall be considered as the storing of junk for commercial purposes and shall not be permitted unless they are stored or housed out of sight in a proper accessory building.

(d) Vehicles of a size larger than the now standard American manufactured motor car, vehicles of primary use of which is other than the transportation of passengers not for hire, vehicles intended to use primarily for sport, commerce or industry, such as trucks, campers, boats and boat trailers, tractors and trailers, shall not be parked on the street or any of the front portions within forty (40') feet of the street right of way of any lot or lots for a continuous period of more than seventy-two (72) hours. The foregoing

enumeration of specific vehicles is not intended to be exclusive but is only illustrative.

16. MAINTENANCE: Each lot shall be maintained free of rubbish, trash or garbage, and the same shall be removed from the premises and not allowed to accumulate thereon, and garbage cans, incinerators, and areas for the storage of equipment or woodpiles shall be kept screened by an adequate planting or fencing so as to conceal the same from adjacent parcels, lots, and streets, except for days of trash collection, at which time the trash containers shall be immediately removed from the point of collection and returned to the screened areas.

17. LANDSCAPING: The character of landscaping to be placed on the front, back and/or side yards must be such as to compliment landscaping established in the area generally. All such landscaping shall be maintained according to the character and standards as they may be initially established in the area.

18. FENCES AND WALLS: All screening areas, whether fences, hedges, or walls, shall be erected and maintained upon the lots and the subdivision in accordance with the original construction of the buildings located on the premises, and shall be of comparable value. In any event, no barb wire fences shall be permitted to be maintained or utilized on any lot or premises; and any fences intended for the use and control of pasturing horses shall be of good quality lumber and shall be maintained in such a manner as not to detract from the general integrity of the subdivisions.

19. OUTBUILDINGS: Any and all outbuildings, barn or accessory structures shall be constructed of good quality material and to a standard commensurate with the dwelling unit placed on any lot.

20. COVENANT FOR ASSESSMENTS:

A. Creation of the Lien and Personal Obligation of Assessments.

The Declarants, 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 duly made and levied

all special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The 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 assessment is 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 privately owned streets and roadways in the subdivision and uses appurtenant thereto.

C. Special Assessments for Capital Improvements. 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, maintenance or otherwise of any street, right-of-way, or easement owned by the association, 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.

D. Notice and Quorum for Any Action Authorized Under Sections B and C. Written notice of any meeting called for the purpose of taking any action authorized under Section B or C 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 (½) of the required

quorum at the preceding meeting. No such subsequent meeting shall be held more than Sixty (60) days following the preceding meeting.

E. Uniform Rate of Assessment. All special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis. Each lot in the property concerned regardless of size shall bear an equal uniform assessment.

F. Effect of Nonpayment 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 Seven percent (7%) per annum. The Association may bring an action at 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 herein by non-use of the Common Area, if any, or abandonment of his lot.

G. 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 effect 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.

21. ARCHITECTURAL CONTROL: No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of Three (3) or more representatives appointed by the Board. In the event said Board, or its designated

committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Paragraph will be deemed to have been fully complied with.

22. 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 hereafter 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.

23. SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

24. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term 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. Any amendment must be recorded.

25. STREETS: All private streets, roads and common areas, as shown in the Westland Estates Ranchettes Subdivision plats as amended and replatted are reserved for the private use and convenience of all Owners of the property within this subdivision, their guests and invitees, and for the installation and maintenance of underground utilities. Title to the land of all private streets, roads, and common areas as described upon the Westland Estates Ranchettes Subdivision plat which is of record at Plat Book 2, Page number 66A of the Converse County Wyoming Clerk and Recorder's Office and subsequent replats and corrective plats shall be vested in an association of all

individual lot owners comprising the ownership of Westland Estates Ranchettes, which association is established by these covenants, conditions and restrictions. The individual lot owners of record within this subdivision shall be the members of the association, which association will accept all responsibility for the control, construction, maintenance, safety and liability of the private streets, roads and common areas within this subdivision.

Further, the Westland Estates Ranchettes Landowners Association shall hereafter be known as the Westland Estates Ranchettes Land Owners Association and shall possess any and all powers necessary to achieve the proper control, maintenance, safety, and liability of the private streets, roads, and common areas within the Westland Estates Ranchettes Subdivision.

26. SOILS: A soils report has been prepared listing possible hazards and limitations for certain lands uses in this Subdivision. A copy of this report is on file at the Converse Area Planning Office, Douglas, Wyoming.

27. ANIMAL CONTROL: All lot owners and members of the Association shall be strictly responsible for keeping any and all animals and pets belonging to them or in their care upon their own property and under their control at all times. Any lot owner shall be severely responsible for the conduct in this respect of any person or entity using, controlling or occupying their lot or lots. Any habitual offender of this covenant may be prevented by the Board of Directors of the Association from exercising their right to vote on Association matters by a vote of a majority of the Board present at any regular or special association Board meeting. Such suspension of the right to vote in Association matters shall continue thereafter until the offender can show to the satisfaction of the Board of Directors that violation of this covenant is no longer occurring.

28. KENNELS PROHIBITED: No occupant, owner or entity controlling any lot or lots in the Subdivision shall operate or maintain or permit to be maintained a kennel or boarding kennel or its equivalent for any dogs, cats, or pets. For purposes of this covenant, the

Kennel shall have the same definition as may be contained in the animal control ordinance or regulation for the Town of Douglas, Wyoming or Converse County, Wyoming. If both have such ordinances and definitions, then the stricter of the two (2) shall be applicable hereto.

WESTLAND ESTATES RANCHETTES, a Partnership

by: [Signature]
Fred W. Dilts, Jr., President

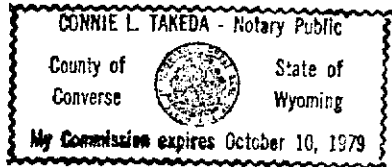
[Signature]
Martha M. Knoll, Secretary

[Signature]
Fred W. Dilts III, individual lot owner

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

The foregoing instrument was acknowledged before me by Fred W. Dilts, Jr., Martha M. Knoll, and Fred W. Dilts III on this 22 day of April, A.D. 1977.

Witness my hand and official seal.



[Signature]
Notary Public

My commission expires: October 10, 1979