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STATE OF WYOMING }
COUNTY OF ADIRKSON } SS

The instrument was filed for record on 07-12-2001
at 8:30 A.M., and was duly recorded in book 86A-52 page
527-530, fee \$22.00

By Larry Threlton Register of Deeds.
ASST Deputy

EAGLE SUMMIT ADDITION

BUFFALO WYOMING

Declaration of Protective Covenants

Phase II

EAGLE SUMMIT ADDITION
BY
WYOMING WOODWORKS OF BUFFALO, INC
DECLARATION OF PROTECTIVE COVENANTS
Phase I

KNOWN ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the under signed, WYOMING WOODWORKS OF BUFFALO, INC., a Wyoming corporation, is the owner of all the certain property situate in Johnson county, State of Wyoming known and described as:

Block 2: Lot 16
Block 3: Lot 1, Lots 9 - 17
Block 4: Lots 4 - 26
Block 5: Lot 17

of the Eagle Summit Addition to the City of Buffalo, Wyoming according to the official plat thereof as recorded with the Johnson County Clerk of Johnson County, Wyoming; and

WHEREAS, in order to ensure the beneficial use and development of said property, to prevent the impairment of attractiveness of said property, and to maintain property values therein; the undersigned desires hereby to make and impose upon said real property the restrictions and limitations hereafter set forth;

NOW, THEREFORE, for good and valuable consideration, the undersigned, WYOMING WOODWORKS OF BUFFALO, INC., a Wyoming corporation, does hereby and by these presents make, publish and declare and impose upon that portion of real property situate and included within the aforementioned EAGLE SUMMIT ADDITION of the City of Buffalo, Johnson County, Wyoming ("Addition") which is described below, the following covenants which shall run with the land, restrictions and limitations.

ARTICLE I.

Governing the use and development of Phase I of the Eagle Summit Addition, which phase shall involve the following described lots:

Block 2: Lot 16
Block 3: Lot 1, Lots 9 - 17
Block 4: Lots 4 - 26

Block 5: Lot 17

WYOMING WOODWORKS OF BUFFALO, INC., a Wyoming corporation, does hereby specify and declare the following restrictions and limitations which shall be and constitute covenants running with the land insofar as said lots are concerned and shall be binding upon the undersigned and persons claiming under it, and shall be for the benefit of, as well as limiting and restricting, all future owners of the specified lots, to wit:

1.1 Residential Use. Except for designated multi-family lots, such lots shall be used exclusively for residential purposes; no building or structure shall be erected, placed or permitted to remain on any such lot other than one private single family dwelling, specifically designed for the use and occupancy of one family, together with an attached or detached garage.

1.2 Commercial Use Prohibited. No manufacturing, commercial, business or other enterprise, including religious undertaking that generates traffic or parking conflicts, whether or not for profit, shall be operated, maintained or conducted on any such lot, except home businesses or occupations which shall employ no one other than the owner(s) or their lineal ascendants or descendants. Any such home business shall be completely enclosed in the home structure, shall not generate traffic and shall have no sign or give notice of such business. No structure or any part thereof shall be used as a boarding or rooming house. No mineral extraction of any kind shall be conducted on any lot. No sign, billboard or advertising devices (except a suitable sign used to facilitate the sale thereof or a political sign for a period commencing 60 days prior to a primary or general election, limited to six square feet and a height not to exceed 3 feet) shall be erected, placed or permitted to remain on any lot.

1.3 Vehicles and Temporary Structures. No trailer, camper, garage, outbuilding, basement, or any other structure of a temporary or mobile nature, shall be used as a place of residence or habitation, either temporarily or permanently. Except as the same may be customarily employed by contractors for and during construction of improvements thereon, no house trailer, camper-trailer, mobile home, boat, tent, snowmobile, shack or any other structure of a temporary or insubstantial nature shall be stored or erected, placed or permitted to remain on any lot except that a camper-trailer, boat or snowmobile trailer may be stored at the rear or side of a lot, provided that the same are not used for occupancy while stored, do not extend forward of the front line of the house, and are placed on an approved surface. No abandoned vehicle shall be kept on any lot. The term "abandoned vehicle" shall include, but not be limited to, any inoperable or non-functional vehicle unless being actively repaired or restored within a garage or enclosed structure.

1.4 Improvements. With respect to the improvements to be erected and situated on such lots the following, together with all other provisions hereof, shall govern:

a. Construction Standards; Foundations. All homes constructed shall meet Uniform Building Code (UBC) standards as are in effect at the time of construction and shall be built on

concrete footings, poured concrete, concrete block walls or slabs. No pre-fabricated homes shall be installed in the Eagle Summit Addition.

b. Review of Plans. No building shall be erected, placed or altered on any lot until construction plans, specifications and plans showing the location of the structure have been approved by the Architectural Control Committee, hereinafter referred to as "ACC", as to quality of workmanship, materials, color and harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. Plans and specifications shall consist of a schematic print drawn to scale of front, rear and site elevations, finish grade elevations, drainage and landscaping, a bill of materials or written description of materials to be used, and a color scheme for the exterior. The Architectural Control Committee may, in its discretion, require additional documentation or samples.

c. Square Footage; Width - Single Family. No residence shall be constructed having a living area of less than 1250 square feet, with a minimum frontal width of 45 feet on standard interior lots.

d. Square Footage; Width - Multi-level and Multi-family. Two story and tri-level dwellings shall have a minimum of 1000 square feet of living area, main level. Multi-family lots shall be 900 square feet of living area per dwelling unit or 1000 square feet of living area if used as a single family residence, exclusive of garages, porches and patios. Garages may be included in the determination of frontal width.

e. Fences. Yard fences may extend only from the rear of any lot along lot boundary lines to the front of the house thereon. No part of any such fence shall be forward of the front elevation of any such house and there shall be no front yard fencing. If a house is turned on a corner lot, there shall be no fencing on either street side or on the front of said house beyond the side or front of said house. Provided, however, on a case by case basis the ACC may permit a decorative fence not to exceed 36" in height to be erected in front of any house. Approved fences will be constructed of 14 ga. galvanized mesh weld wire, cedar split rail, or vertical cedar (the greater of 2" less than 8" dog ear or flat). Height of fences shall not exceed 52" except that galvanized mesh weld wire fences shall not be more than 48". Optional fences may be erected near an entry or around patio areas, to a height not exceeding 6 feet to provide screening with ACC approval. All wood fences shall be treated to maintain their natural color.

f. Height of Structure. Residential structures shall not exceed two stories in height above grade. Private garages shall not be constructed for or contain more than three cars.

g. Aerials, Flagpoles, Satellite Dishes. No detached radio or television aerials or flagpoles or satellite dish shall be permitted. Aerials attached to any residence or garage shall have a height not exceeding six (6') above the roof line of the residence or garage to which it is attached. 18" mini dishes will be acceptable.

h. Utilities. No overhead wires to outbuildings shall be allowed. All utilities shall be underground. Except for fences which shall be constructed along the lot line, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot. Easements for installation and maintenance of utilities are reserved and are shown on the recorded plat of the addition.

i. Miscellaneous ACC Approval. No clothes line, drying yard, service yard, wood pile, storage area, sign and/or other improvements shall be displayed to the public view without ACC approval. All custom play yards, mail boxes, security systems, roofing, decks, exterior lighting, (excluding holiday lighting for 30 days), solar panels, placement of air conditioners, swamp coolers, gates, driveway extensions, parking pads, attached flower boxes, and landscaping shall require ACC approval prior to construction or modification. Location of all improvements need ACC approval.

j. City Code Requirements. All structures shall be located on any lot to comply with City of Buffalo set-back, front and side yard requirements.

k. Pets; Livestock. No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. A limit of 4 domestic pets may be kept. No pets shall run at large. No dangerous pets or other animals may be kept or raised or permitted on any lot. Dogs may be kept in a fenced back yard or in a dog run. Runs shall be limited to 350 square feet. Any dog house and runs shall abut the home structure and be shielded from view by a screening fence not to exceed 6' in height.

l. Out buildings. Sheds shall require ACC approval and shall be limited to a size of 10' by 12' and roof height not to exceed 10 feet at peak. Each shed shall be constructed of similar materials and color as the house.

m. Vehicles-Parking. No vehicle of a size larger than the standard American car or pickup, and no vehicle with the primary use or design of which is for the transportation of passengers for hire, and no vehicles intended to be used primarily for sport, commerce or industry, such as trucks, camper, house trailers, buses, boat, and boat trailer, snowmobiles and snowmobile trailers, tractors and trailers shall be parked on street or any of the front portions, driveways or other ways of access of or to any such lot or lots for a continuous period of more than 36 hours in a 30 day period. The foregoing enumeration of specific vehicle types is not intended to be exclusive but only illustrative. Non-commercial vehicles of out of town registration may be parked in driveways for a period not to exceed 14 days in a 3 month period.

n. Offensive Activities. No noxious or offensive activity, commercial or otherwise, shall be conducted on the lots, nor shall anything be done which may be or become an annoyance or nuisance to those owning property in the addition. No trash or refuse shall be allowed to

collect on any lot. No burning of trash or refuse shall be permitted.

o. Storage of Building Materials. No building material shall be stored on a lot before planned construction start.

p. Excavation Materials. Any material excavated from any lot or any fill material transported to or stored upon any lot shall remain within the boundaries of the lot and shall not be placed to create an encroachment upon any other lot owner. Any fill material or excavated materials which are not used shall be transported to suitable disposal sites outside of the Eagle Summit Subdivision. Fill and excavation materials shall be transported away from the subdivision within 30 days of completion of any construction or landscaping.

q. Maintenance of Improvements and Landscaping. All improvements and landscape must be maintained at all times. All lawns shall be mown on a regular basis and watered to maintain a pleasing appearance. Unimproved lots shall be maintained and no noxious weeds, grass or other unhealthy growth shall be permitted thereon. The ACC may permit the growth of natural grasses on an unimproved lot which are not offensive to other lots in the subdivision. Following notice and non-compliance with this paragraph, the ACC may hire persons to mow grasses or control weeds and other growth which shall be billed to and paid by the lot owner(s), which shall remain a charge and lien against the lot(s) until paid. Lot owners should be aware of ordinances of the City of Buffalo containing regulations regarding the maintenance of improved and unimproved lots.

1.5 Architectural Control Committee. There shall be an architectural control committee whose purpose shall be to approve plans and specifications for improvements in the Eagle Summit Subdivision, Phase I, and to carry out the uniform administration of these covenants. The committee shall consist of not less than 2 nor more than 5 owners of any lot or lots within the Eagle Summit Subdivision, Phase I. The initial architectural control committee is composed of Phillip R. Dyess and Benny Watkins. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. No member of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of the majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee.

1.6 Architectural Control Committee- Approval/ Disapproval. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, an owner may commence the proposed improvement. Provided, however, the failure of the ACC or its representative to approve or disapprove does not relieve any proposed builder from his legal responsibility to comply with the covenants, conditions and restriction contained herein.

1.7 Completion of Improvements. The construction of residential improvements on any such lots shall be completed not later than one year from and after the date upon which such construction was commenced. All such lots shall be landscaped and planted with grass and trees or shrubbery of appropriate character and type within one year from and after construction of any improvements on any such lot has been completed. The ACC is hereby delegated with the authority to formulate written procedures and guidelines for the consistent and orderly development of the lots. It is the intent of these covenants that improvements shall be of an architectural style, color, character and use of materials consistent with other structures within the subdivision. The developer recognizes that styles and tastes change over time and the Architectural Control Committee shall have the discretion to modify and adopt new guidelines that adapt to changing life styles, architectural design and building materials that are consistent with the aesthetic character and development of the subdivision.

1.8 Performance Bond. Unless waived in writing by the ACC, each contractor or owner acting as his own general contractor, shall execute a performance bond in the amount of construction cost of the improvements to be made, or in such lesser amount as approved by the ACC, naming the ACC or its designated representative as the obligee, to ensure completion of all improvements in conformance with all plans and specifications as approved by the ACC. Such performance bond shall be issued by a corporate surety or such individual sureties approved by the ACC.

1.9 Terms and Renewal. The covenants herein contained shall remain in full force and effect until the anniversary date in the year 2017 and shall remain in full force and effect thereafter for successive ten (10) year periods.

1.10 Violation of Law, Ordinance or Regulation. No owner shall perform any act or construct any improvement that is in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction over the lots. Any use or activity which is a violation of applicable zoning codes, building codes or other laws and regulations shall not be permitted.

1.11 Architectural Control Committee not Liable for Damages. The ACC and its members shall not be liable to any Owner or person for any loss, damage or injury arising out of or in any way connected with the performance of the ACC duties, unless the claim is based on an act or omission involving bad faith, intentional misconduct or intentional violation of a law. The ACC shall not be responsible for reviewing any plans and specifications for structural safety, engineering soundness, or conformance with building codes or any other laws or standards.

1.12 Architectural Control Committee Variances. The ACC by majority vote may grant variances from compliance with any of the architectural provisions, guidelines, rules or regulations.

1.13 Enforcement. In the event of the violation or the attempt to violate any of the covenants herein contained, it shall be lawful for the undersigned, Wyoming Woodworks of Buffalo, Inc.,

the ACC or any person hereafter owning any such lot, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same and to recover damages for such violation or attempted violation, or at its or their option, to obtain injunctive relief, either mandatory or prohibitive, to prevent such violation or to re-establish prior existing and unobjectionable conditions. The ACC or any lot owner successful in enforcing any violation or attempted violation shall be entitled to recover reasonable attorney's fees, costs and expenses.

ARTICLE II.

- 2.1 Partial Invalidity. In the event any one or more of the covenants herein contained is rendered invalid or unenforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall, nonetheless, remain in full force and effect.
- 2.2 Covenants Binding the Land. The covenants herein contained shall be binding upon the undersigned, Wyoming Woodworks of Buffalo, Inc., and upon all its successors and assigns, as to any and all of the lots specified as being covered thereby, and are imposed upon as an obligation and charge against the land and lots specifically described for the benefit of the undersigned, Wyoming Woodworks of Buffalo, Inc., and upon all its successors and assigns, and for the benefit of the lands and those persons and parties who shall hereafter succeed to or otherwise acquire title to or an interest in any part of the specifically described lands, their heirs, personal representatives, successors and assigns.
- 2.3 Modification. The terms and provisions of these covenants can be changed, modified, or abrogated in whole or in part, at any time by written declaration signed by the owners of a majority of the lots and filed with the Johnson County Clerk. Any such modification shall require the approval of the City of Buffalo, Wyoming.
- 2.4 Headings. The headings herein are descriptive only and are not a substantive part of the covenants herein.
- 2.5 Applicable Law. These covenants shall be interpreted in accordance with the laws of the State of Wyoming.

DATED this 14th day of August, 2000.

Wyoming Woodworks of Buffalo, Inc.



[Handwritten Signature]

President

Attest:

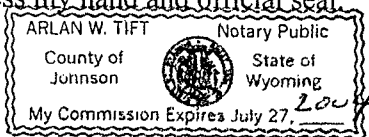
[Handwritten Signature]

Secretary

STATE OF WYOMING)
) ss.
County of Johnson)

Subscribed and sworn to before me this 14 day of Aug., 2000 by
Phillip R. Davis, the President of Wyoming Woodworks of Buffalo, Inc.

Witness my hand and official seal



[Handwritten Signature]

Notary Public

My Commission Expires: