

STATE OF WYOMING)
County of Johnson)

077290
Filed for record 3-27-2008 at 11:00 o'clock
Recorded in Book 86A-65 of Miscel page 605-619
20.00
JOHNSON COUNTY CLERK Janelan DEPUTY

**DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
FOR GREENLEAF ESTATES, PHASE III**

This declaration, made on the date hereinafter set forth by HORIZON MANAGEMENT, LLC, a Wyoming limited liability company, hereafter referred to as the "Declarant".

WITNESSETH

WHEREAS, the Declarant is the owner of Greenleaf Estates, Phase III, a subdivision within the City of Buffalo, Johnson County, Wyoming, a copy of the plat thereto being filed in the office of the County Clerk for Johnson County, Wyoming.

WHEREAS, Declarant desires to place certain restrictive and protective covenants on said land within the subdivision for the betterment of the health, safety, and welfare of the owners and occupants of said lots within the subdivision.

NOW, THEREFORE, Declarant hereby declares that all of the property 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 all of the lots comprising Greenleaf Estates, Phase III, and hereby specifying that these declarations shall constitute covenants not merely personal, but covenants to run with all of the land and binding upon all parties having any right, title or interest in the land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of land in the Greenleaf Estates, Phase III subdivision.

1. No lot shall be further divided or subdivided.
2. No more than one dwelling will be erected on any lot. Accessory structures associated with the residential use shall be permitted, provided that not more than 50% of any lot shall be occupied by the total area of all structures, sheds, garages and area devoted to off-street parking. No truck boxes, railroad cars or tractor-trailers shall be used as storage on any lot. No quansut huts or quansut hut type designs will be allowed for sheds or garages.
3. All exterior construction of any residential dwelling must be completed before occupancy, and within 90 days (120 days for site-built dwellings) from the time of commencement of construction. The Declarant may extend this time limit due to unusual

weather conditions. All manufactured homes must be skirted within 30 days of placement on a lot. Straw or hay bales, tires or other exposed insulation materials shall be prohibited on or around any structure.

4. Manufactured homes shall meet Federal Manufactured Home Construction and Safety Standards and shall bear H.U.D. or U.B.C. certification of such. Modular and site built structures shall meet all building, plumbing, mechanical, electrical and all other similar codes as adopted by the City of Buffalo, Wyoming from time to time.

5. All main buildings and detached structures shall be covered with a non-reflective (non-glossy) exterior siding of natural earth tones customarily used in conventional dwellings consisting of, but not necessarily limited to wood, masonry, stucco, EIFS., masonite, and vinyl or metal lap. The exterior siding material shall be extended to ground level, except that when a solid concrete or masonry perimeter foundation is used, siding material need not extend below the top of the foundation.

6. All main buildings and detached structures shall have a non-reflective (non-glossy) roof surface customarily used for conventional dwellings consisting of, but not necessarily limited to wood shingle or shakes, asphalt or composition shingles, tile, or raised metal rib. Roofs must be pitched so there is at least a 3:12 ratio.

7. No mobile home, modular home, or manufactured home shall be placed upon any lot within the development until the exterior design and appearance has been approved by the Declarant or a committee of the homeowner's association organized for that purpose. The owner or builder of any such home shall provide the Declarant or said committee with appropriate plans and/or other information in order that the exterior design, appearance, color of siding and roof composition of the home may be fully ascertained.

8. No more than three (3) licensed, operable vehicles shall be parked on any lot within the development except for one-time occasions such as a family gathering, a party or other similar events. All vehicle parking places shall, at a minimum, be graveled for all weather use. No inoperable or unlicensed vehicle shall be allowed within the limits of the development, unless fully enclosed within a garage. No street shall be used for dismantling or repairing any vehicle or machine. Each family dwelling shall have at least two off-street parking spaces.

9. No trailer, boat, camper, snowmobile, atv, motorcycle, motor-home, or other recreational type vehicle shall be parked on any lot within the development for more than four (4) consecutive days, and/or twenty (20) days total during any calendar year, unless such vehicles are enclosed in a garage or kept on a graveled (minimum 4" depth) parking area located behind the front line of the residence.

10. Each lot within the development shall be kept free from any accumulations of garbage, junk, yard or animal wastes, wood, scrap metal or building materials.

11. All fencing within the subdivision shall be of the vertical cedar board type or equivalent; split cedar railing; or in the case of a side or rear yard fence, chain link. Front yard fencing shall not exceed four (4) feet in height. Rear and side yard fencing shall not exceed a height of six (6) feet. Barbed or electrically charged wire shall be prohibited as an exterior fence on any lot but may be utilized as an interior fence within a lot for purposes of controlling pets, delineating gardening spaces, and other similar uses.

12. No animals shall be kept on any lot within the development, with the exception of two (2) dogs and/or two (2) cats per dwelling. All pets shall be controlled by the owner so that they shall not become public nuisance. No pets may be kept, bred or raised for commercial purposes. The owners of said pets and/or the owners of said lots shall be responsible for keeping the pets within the boundaries of the lot(s) where the pet resides and no pets shall be allowed to remain at large or run at large within the subdivision.

13. Landscaping, at a minimum, shall be interpreted to mean the installation of a seeded or sodded lawn and a minimum of two (2) trees (minimum size 1½" at base) per lot. Said landscaping must be completed within sixty (60) days of occupancy of any dwelling unless extended by the developer do to adverse weather conditions.

14. Lot owners shall not be permitted to park vehicles on Tamari Lane nor Dani Court within the Greenleaf Estates Subdivision.

15. No undeveloped roads and/or streets within the Subdivision shall be utilized for access to other lands outside of the Subdivision unless said roads are constructed to the City standards and

approved by the City, provided this restriction shall not be applicable to the Developer or principals of the Developer.

16. Any amendment, alteration or change to these covenants shall require the written approval of 2/3's of the owners of the lots within said subdivision.

17. These covenants may be enforced by any landowner within Phase III, Greenleaf Estates or the adjoining Buffalo Commerce Center, by the City of Buffalo, by the Developer, or by the Greenleaf Estate Homeowners Association.

18. These covenants shall be in addition to all ordinances applicable to the subdivision as adopted by the City of Buffalo. In the event that any portion of these covenants shall conflict with any such City ordinance, said City ordinance shall prevail at all times.

19. The installation and anchorage of all mobile homes, manufactured homes, and modular homes within the subdivision shall fully comply with the "guideline for manufactured housing installation", a copy of which shall be attached to these covenants and shall be fully incorporated herein by reference.

20. Prior to the creation of the Subdivision, the Developer has previously developed the Greenleaf Estates Phase I Subdivision and has organized and created the Greenleaf Estates Homeowners Association. This Homeowners Association shall have the power to enforce the covenants and maintain the greenbelt spaces within all Greenleaf Estates Subdivisions, including Phase I, Phase II and Phase III and any phases thereafter. The owner of each lot within this Subdivision shall be a member of the Homeowners Association and shall be entitled to one vote. The lots within this Subdivision shall be subject to the right and power of the Homeowners Association to assess fees upon any lot for the maintenance of the general and common areas within the Subdivision as well as assess fees and penalties for failure to comply with these covenants.

21. Each of the covenants, conditions and restrictions set forth herein shall continue and be binding upon the real property subject to said covenants and upon their successors and assigns, and upon each of them and all parties and persons claiming under said covenants for a period of 25 years from the date hereof, and shall automatically be continued thereafter for successive periods of 25 years each. Notwithstanding the foregoing, the owners of not less than seventy-five percent (75%) of the record fee title owners of lots subject to these covenants may with the approval of the Buffalo Planning Commission and

the Buffalo City Council release all or any part of the real property so restricted from any one or more of said covenants, conditions or restrictions, or may change or modify any one or more of said covenants, conditions or restrictions by executing and acknowledging an appropriate agreement in writing and filing said agreement in the Office of the County Clerk for Johnson County, Wyoming. The recorded certificate of an abstractor doing business in Johnson County, Wyoming, as to the record ownership of the property subject to these covenants, conditions and restrictions shall be deemed conclusive evidence of ownership of said property.

22. Any of the covenants, conditions or restrictions contained herein which may, be in the public interest, as determined in the sole discretion of the Buffalo City Council, may be enforced by the Buffalo City Council in the same manner and upon the same terms and conditions as any lot owner can seek to enforce the same in any proceeding of law or equity. Reasonable attorneys fees shall be recovered by the City of Buffalo in any proceeding either to enjoin a violation of the covenants or to recover damages resulting from such violation. The purchase of any lot shall be taken as consent to pay costs and fees and the same shall be a lien on the land.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this 26th day of March 2008.

Horizon Management, LLC

By: F. A. Velasquez
Felipe Velasquez, Manager

STATE OF WYOMING)

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County of Johnson)

The foregoing was acknowledged before me this 26th day of March 2008 by Felipe Velasquez, Manager of Horizon Management, LLC, who represented to me he was duly authorized to execute the foregoing.

Witness my hand and official seal



My Commission Expires 5/14/2010

Ileta M. Neustel
Notary Public