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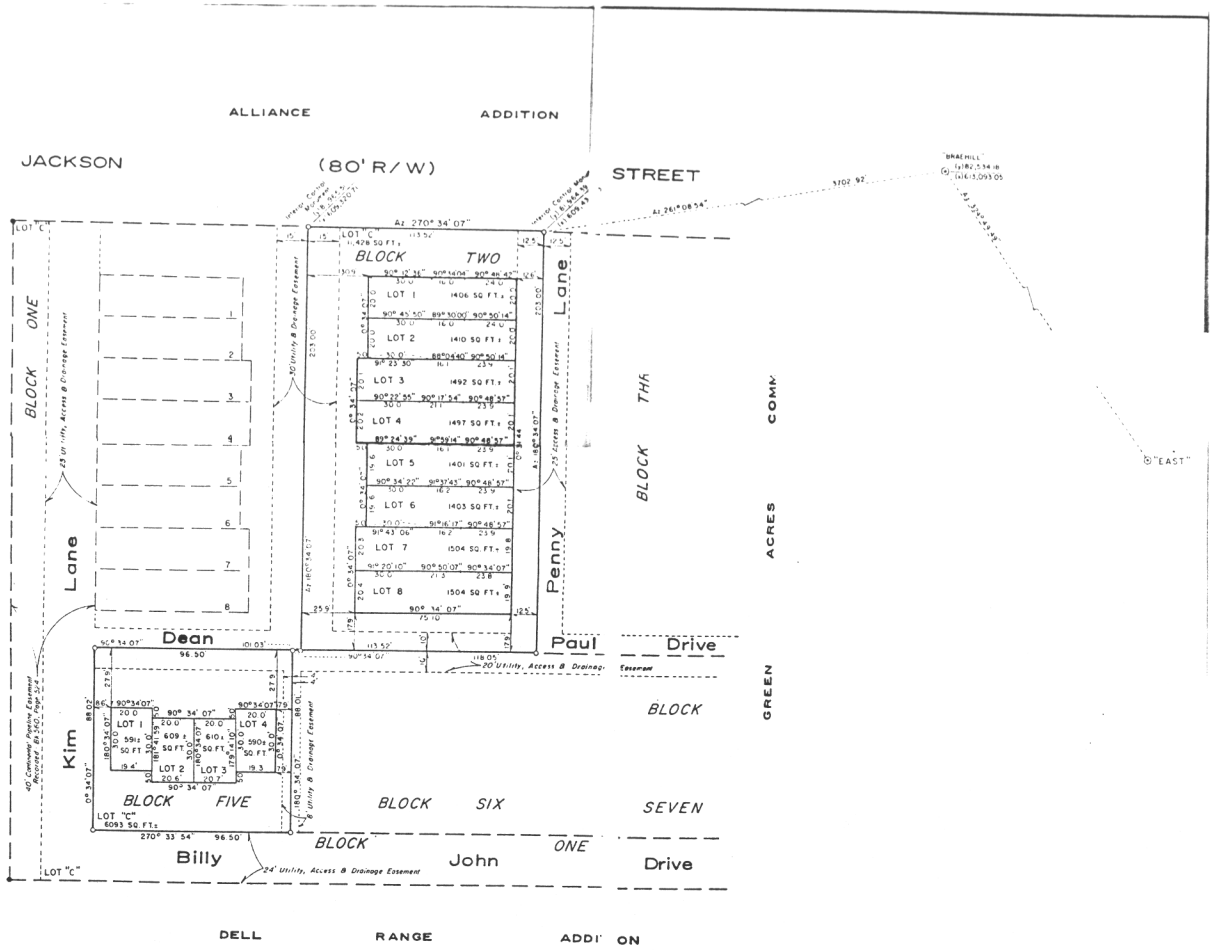
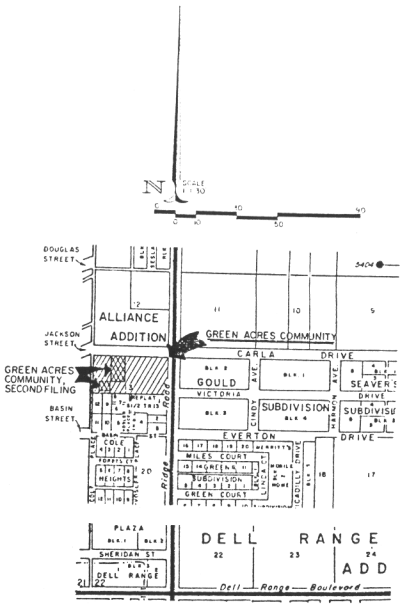
Cheyenne, WY 82009
307-635-1181





PROJECT 85-371
DATE 9-6-85
SURVEYOR B.J. BRAMAN
DRAWN BY M.P. & D.A.

INTERMOUNTAIN PROFESSIONAL SERVICES INC.
2206 Pioneer Ave. Cheyenne, Wyoming 82001
Telephone: 307-632-3138

VEYOR'S CERTIFICATE

...y J. Braman, a Land Surveyor registered in the State of Wyoming, ...ertify that this Replat of Blocks 2 and 5, Green Acres Community, ...enne, Laramie County, Wyoming, was prepared from the field notes ... survey made by me during the month of August, 1985, and from ...uments on file at the County Clerk's Office, and that it correctly ...ely shows the Lots, Blocks and Boundary of GREEN ACRES COMMUNITY, ...ng, as shown hereon to the best of my belief and knowledge.

Becky J. Braman
Becky J. Braman
Wyoming L.S. No. 3881

STATE OF WYOMING
BECKY J. BRAMAN
3881
Registered Professional
LAND SURVEYOR

DIVISION NOTES:

...E WILL BE NO PUBLIC MAINTENANCE OF KIM LANE, PENNY LANE, ...LANE, DEAN PAUL DRIVE & BILLY JOHN DRIVE. (Access Easements)
...OF AZIMUTHS-City of Cheyenne Control Network.
...-8, Block 2, Lots 1-4, Block 5, are monumented by building foundations, ...he intent that property lines are coincident with center of

DEDICA ION

KNOW ALL MEN BY THESE PRESENTS THAT:

Pine Construction Company, Inc., Mickey B... sman, President; Joan B. Brutsman, Secretary; owner in fee simple of the lands em... ced in this Replat of GREEN ACRES COMMUNITY, Second Filing, do hereby declare th... ubdivision of said lands to be their free act and deed and in accordance with... eir desires and do hereby grant the easements for the purposes indicated hereo...

Mickey Brutsman Pres. ... n B. Brutsman Sec.
Mickey Brutsman, President ... n B. Brutsman, Secretary

ACKNOWLE OGMENT

State of Wyoming)
ss
County of Laramie)

The dedication instrument was acknowled... before me by Pine Construction Company, Inc., Mickey Brutsman, President; J... B. Brutsman, Secretary; this 6th day of September, 1985.

APPROVALS

Approved by the Cheyenne-Laramie County Regional Planning Commission this 7th day of October, 1985.

Attest: Walter Ferguson III, Secretary — Edward R. Crossin, Chairman

Approved by the City Council of the City of Cheyenne, Wyoming this 28th day of October, 1985

Attest: City Clerk — Mayor

LEGEND

FILE RECORD

Filed at 10:00 A.M. 1985
Parcels 5 — 153
Pastine Bryan Fulton

A FINAL PLAT OF
GREEN ACRES COMMUNITY SECOND FILING
A REPLAT OF
BLOCKS 2 & 5,
GREEN ACRES COMMUNITY
CITY OF CHEYENNE,
LARAMIE COUNTY,
WYOMING.

PROJECT REPLAT

Sheet 1

WARRANTY DEED—Short Form

BOOK 310

RECORDED SEP 30 1957 AT 9:36 O'CLOCK A.M. 317

RECEPTION No. 800289 LESTER R. COPP, Recorder

Albert P.Bruch and Josephine Bruch, husband and wife of Laramie County, Wyoming

grantor s,

for and in consideration of Ten dollars and other valuable consideration XXXXXX in hand paid, convey and warrant to Harry B.Barnes and Sadie M.Barnes, husband and wife, of Laramie County,Wyoming

grantee s,

the following described real estate, situated in the County of Laramie State of Wyoming, to-wit: All of the North half of tract thirteen (#13) [redacted]; said tract being a part of Dell Range Addition, a subdivision of the part of the West one-half of section 22, Township 14 North, Range 66 West of the 6th P.M. 1st filing. Laramie County, Wyoming, consisting of five acres , more or less and subject to the following restrictions:

that no part of said property shall be used for a junk yard, scrap yard, storage of scrap metal or used car bodies or parts or the Commercial production of swine. Reserving to grantors, one-half of any and all mineral rights, that they have a right to claim, unto themselves, their heirs or assigns.

And the said Albert P.Bruch and Josephine Bruch hereby covenant with the said Harry B.Barnes and Sadie M.Barnes that they are lawfully seized of said premises; that they are free from encumbrances, and that they warrant the title thereto against the lawful claims of all persons whomsoever, except easement right of way for pipelines, and taxes or assessments levied subsequent to January 1, 1953

DOCUMENTARY 10 10

Hereby releasing and waiving any and all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated this, the 22nd day of June A.D. 19 55

Signed, Sealed and Delivered in Presence of

Mary E. Lee

Albert P Bruch [SEAL]

Josephine Bruch [SEAL]

[SEAL]

[SEAL]

BOOK 610

THE STATE OF Wyoming } ss.
COUNTY OF Laramie

On this 22nd day of June, 1955, before me personally appeared Albert P. Bruch and Josephine Bruch

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

My commission (term) expires on the 9th day of March, 1958.

Given under my hand and notarial seal, this 22nd day of June, 1955.

Rena J. Bondeson

Notary Public.

Reception No. 729402 JANET C. WHITCOMB, Recorder

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

GREEN ACRES COMMUNITY

THIS DECLARATION, made on the date hereinafter set forth by Pine Construction, Inc., a Wyoming Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Cheyenne, County of Laramie, State of Wyoming, which is more particularly described as follows:

All Lots and Blocks of Green Acres Community, a Replat of the North Half of Tract 13, Dell Range Addition, an Addition to the City of Cheyenne, Laramie County, 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 shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more lots but excluding, however, any such person having an interest therein merely as a mortgagee (unless such mortgagee has acquired fee simple title interest therein pursuant to foreclosure or any proceedings in lieu thereof).

Section 2. "Association" means Green Acres Community Homeowners Association, it's successors and assigns, the By-laws of which shall govern the administration of the Association, the members of which shall be all of the Owners of the Lots in the entire project.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean the real property set forth on the Green Acres Community Plat described as Lot C for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot to an Owner.

Section 5. "Lot" shall mean and refer to each plot of land shown upon the recorded Plat of Green Acres Community and the improvements made thereon, with the exception of the Common Area (Lot C).

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are void and may be deleted to the extent such restrictions violate 42 USC 3604(c).

Section 6. "Declarant" shall mean and refer to Pine Construction, Inc., a Wyoming Corporation, its successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purposes of development.

Section 7. "Project" means the land and all buildings and other improvements located on the land and all rights, easements and appurtenants belonging thereto.

Section 8. "Building" shall mean a single family dwelling and garage wholly occupying a Lot.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area (Lot C) which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area (Lot C) to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless an instrument signed by three-fourths (3/4) of each class of members agreeing to such dedication or transfer has been recorded;

(c) Easements and rights of access for utility lines as shown on the plat of Green Acres Community;

(d) There shall be no obstruction on the Common Area (Lot C), nor shall anything be kept or stored on any part of the Common Area (Lot C) without the prior written consent of the Association, except as specifically provided herein. Regarding the Common Area (Lot C), nothing shall be altered, constructed or removed except upon the prior written consent of the Association. Not withstanding the foregoing, any Owner may delegate, in accordance with the Association By-laws, his right of use and enjoyment to the Common Area (Lot C) to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 2. Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Area (Lot C) necessary for access to his Lot, and shall have the right to the horizontal and lateral support of his Lot. Such rights shall be appurtenant to and pass with the title to each Lot.

Section 3. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign two vehicle parking spaces for each dwelling.

ARTICLE III

EASEMENTS

Section 1. Association Use. The Association shall have a non-exclusive easement to make such use of the Common Area (Lot C) as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain on the Common Area (Lot C) maintenance and storage facilities for use by the Association or for the use by the Owners of particular Lots.

Section 2. Access for Maintenance. The Owners of all Lots shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Lot and to the Common Area from time to time during such reasonable hours as may be necessary for the maintenance and repair of the Common Area located therein or accessible therefrom or at any time as may be necessary for making emergency repairs to prevent damage to the Common Area or to another Lot and for maintenance and repair pursuant to Article IV herein. The Association shall also have such right independent of any agency relationship. In the event that the need for maintenance or repair of the Common Area (Lot C) is caused through the willful or negligent act of an Owner, his family, or guests, invitees or tenants, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which the Lot of said Owner is subject under Article X.

Section 3. Easements for Encroachments. In the event that any portion of the Common Area (Lot C) encroaches upon any Lot or Lots or in the event that any portion of a Lot encroaches upon any portion of the Common Area (Lot C) or in the event any encroachment shall occur in the future as a result of: (i) settling of a building; or (ii) alteration or repair to the Common Area (Lot C); or (iii) repair or restoration of a building(s) and/or Lot(s) after damage by fire or other casualty, or condemnation of eminent domain proceedings; a valid easement shall exist for the encroachment and for the maintenance of the same so long as the building(s) stands. In the event that any portion of the Common Area (Lot C) or other improvements comprising part of the Common Area (Lot C) are partially or totally destroyed and are then rebuilt or reconstructed in substantially the same location, and as a result of such rebuilding any portion a valid easement for such encroachment does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Area (Lot C) or on the Lots for the purposes of marketability of title or other purposes.

ARTICLE IV

USE OF LOTS

Section 1. Residential. Each Lot shall be used for

residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of apartment units within a building for lodging or residential purposes shall not be considered to be a violation of this covenant.

Section 2. Prohibitions. Nothing shall be done or kept in any building or on the Common Area (Lot C) or any part thereof which would result in the cancellation of the insurance of the Project or any part thereof or increase the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. No operation or activity shall be permitted by an Owner or another within or upon any portion of the Project which will violate the provisions of any applicable statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body or By-laws or the reasonable rules and regulations of the Association or any applicable protective restrictions and covenants. No damage to or waste of the Common Area (Lot C) or any part thereof shall be committed by an Owner or any invitee or tenant of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his tenants or invitees.

Section 3. Interior Maintenance. Each Owner shall have the right and the obligation to keep the interior of his building in a clean, sanitary and attractive condition and in good state of repair.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, change of or alteration thereto 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 Article will be deemed to have been fully complied with.

ARTICLE VI

MECHANIC'S LIENS

Section 1. No labor performed or services or materials furnished in or for a Lot with the consent of or at the request of an Owner or his agent or his contractor or sub-contractor shall be the basis for the filing of a lien against the Lot of any other Owner, against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested the same, or against the Common Area (Lot C). Such express consent shall be deemed to have been given by the Owner of any Lot in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project,

if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. An Owner may remove his Lot from a lien against two (2) or more Lots or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to his Lot. Notwithstanding the foregoing, any mortgagee of a Lot who shall become the Owner of such Lot pursuant to a lawful foreclosure sale or the taking of a deed in lieu of foreclosure shall not be under any obligation to indemnify and hold harmless any other Owner against liability for claims arising prior to the date such mortgagee becomes an Owner, but shall be under such obligation for any claims thereafter.

ARTICLE VII

ASSOCIATION ORGANIZATION

Section 1. Administration and Management. The administration of the Project shall be governed by the By-Laws of Green Acres Community Homeowners Association, hereinafter referred to as the "Association". An owner of a Lot shall become a member of the Association upon conveyance to him of his Lot and shall remain a member for the period of this ownership. As shown and reserved in the By-laws for Green Acres Community Homeowners Association, the designation and appointment of a Board of Directors has been or will be exercised by the Declarant. The Association shall be granted all of the powers necessary to govern, manage, maintain, repair, administer and regulate the project and to perform all of the duties required of it. The Association shall grant to each first mortgagee of a Lot the right to examine the books and records of the Association at any reasonable time.

Section 2. Rights. The Association has the right to dedicate or transfer all or any part of the Common Area (Lot C) to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by three-fourths (3/4) of each class of members agreeing to such dedication or transfer has been recorded.

Section 3. Transfer. Except as otherwise expressly stated herein, any of the rights, interest, and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

ARTICLE VIII

VOTING RIGHTS

Section 1. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership at the happening of either of the following events, whichever occurs first.

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or,

(b) On July 1, 1988.

ARTICLE IX

ASSOCIATION FUNCTIONS

Section 1. Management and Control. The Association subject to the rights of the Owners set forth in Article II and Article IV hereof, shall be responsible for the exclusive management and control of the Common Area (Lot C) and all improvements thereon (including equipment related thereto) and shall keep the same in good, clean, attractive and sanitary condition, order, and repair, subject, however, to the obligations of the Owners set forth in Article IV, Section 3. The Association shall be responsible for maintenance and repair of the Common Area (Lot C), including without limitation, the lawns, shrubs, trees, sideways and easements and of the areas for access to any automobile parking, parking spaces, garages and all other improvements or materials located within or used in connection with the Common Area (Lot C). In addition to maintenance upon the Common Area (Lot C), the Association shall provide exterior maintenance upon each Building occupying a lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In the event that the need for maintenance or repair of a Lot or any Building occupying a Lot is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests or invitees of an Owner the cost of such exterior maintenance shall be added to and become part of the assessment to which the Lot of said Owner is subject under Article X. The cost of such management, maintenance and repair by the Association shall be borne as provided in Article X. Notwithstanding the above, the Association reserves the right to hire one or more persons or entities including a Managing Agent, contractors and employees to perform such services.

Section 2. Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Lots and of the Common Area (Lot C), which rules and regulations shall be consistent with the rights and duties established in this Declaration. Such rules and regulations may include, without limitation, assignment of certain parking spaces within the Common Area (Lot C) for the exclusive use by Owners of particular Lots. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owner under this Declaration. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for noncompliance, all to the extent permitted by law.

ARTICLE X

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, and exterior maintenance, such assessments to be established and collected as hereinafter provided. The annual and 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 Lot 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 Lot 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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area (Lot C) and of the buildings situated upon the Properties as set forth in Article IX herein. The Association shall establish from annual assessments a reserve fund for periodic maintenance, repair and replacement of exterior improvements located upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Sixty Dollars and No Cents ($360.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of three-fourths (3/4) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments, 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 or replacement of a capital improvement within the Common Area (Lot C), including fixtures and personal property related thereto, and/or the cost of any short fall for exterior maintenance to the buildings situated upon the Properties, provided that any such assessment shall have the

assent of three-fourths (3/4) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 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 (1/2) of the required quorum at the preceeding meeting. No such subsequent meeting shall be held more than 60 days following the preceeding meeting.

Section 6. Uniform Rate of Assessment. Both Annual and special assessments as determined under the preceeding paragraphs shall be uniform among all Lot Owners and may be collected in installments.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area (Lot C). The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. 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 1½ percent per month. 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 (Lot C) or abandonment of his Lot.

Section 9. 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 affect 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.

ARTICLE XI

PARTY WALLS AND PARTY FENCES

Section 1. General Rules of Law to Apply. Each wall or fence which is built as a part of the original construction of any dwelling or other improvements constructed upon the Properties and placed on the dividing line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article XI, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto. The Owners of contiguous Lots who have a party wall or party fence shall both have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of the same by the other Owner.

Section 2. Cost of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Damage or Destruction. If a party wall or party fence is destroyed or damaged by fire or other casualty any Owner who has used the wall or fence, subject to Article V herein, may restore it, and, if the other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the Owners under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provisions of this Article, any Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Structural Integrity. There shall be no impairment of the structural integrity of any party wall or party fence without the prior written consent of all Owners having any interest therein and the first mortgagees of each Lot.

ARTICLE XII

INSURANCE

Section 1. Comprehensive General Liability and Property Damage Insurance. Comprehensive general liability and property damage insurance shall be purchased by the Board on behalf of the Association and shall be maintained in force at all times, the premiums thereon to be paid by the Association, as a Common Expense. The insurance shall be carried with reputable companies authorized to do business in the State in such amounts as the Board may determine. The policy or policies shall name as insured all of the Owners and the Association. The policy or policies shall insure against loss arising from perils in the Common Area and shall include contractual liability coverage to protect against such liabilities as may arise under the contractual exposures of the Association or the Board of Directors.

Section 2. Hazard and Flood Insurance. Each Owner shall obtain, and maintain in effect fire and appropriate extended insurance coverage and other appropriate damage and physical loss insurance, all in an amount equal to the then current full replacement value of each Lot owned by such Owner, which insurance shall be subject to such additional

BOOK 1192

requirements as may be established from time to time by the Association by resolution. Such additional insurance requirements may be set forth in agreements or other undertakings which the Board or Association may enter into with or for the benefit of holders or insurers of mortgages secured upon portions of the Properties.

Section 3. Obligation to Repair and Restore.

(a) Subject only to the rights of an institutional holder of a first mortgage lien on a damaged Lot, the insurance proceeds from any insurance policy covering a Lot shall be first applied to the repair, restoration, or replacement of such Lot. Each Owner shall be responsible for the repair, restoration, or replacement of each Lot owned by such Owner pursuant to the terms hereof. Any such repair, restoration or replacement shall (subject to advances and changes in construction techniques and materials generally used in such construction and then current generally accepted design criteria) be generally harmonious with the other Lots, and reconstruction must be consistent with the architectural control provisions of Article V.

(b) If the proceeds of the insurance are insufficient to pay for the cost of repair, restoration, or replacement of a Lot, the Owner of such Lot shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration, or replacement.

(c) If the insurance proceeds are in excess of the amount necessary for the repair, restoration, or replacement of a Lot, the Owner of such Lot shall be entitled to such excess in accordance with the provisions of the applicable insurance policy or policies and subject to the terms of any mortgage covering such Lot.

Section 4. Association Rights. If any Owner fails to obtain the insurance required in this Article, or fails to pay the premiums therefor when and as required or fails to otherwise perform the obligations of a Owner under this Article, the Association may (but shall not be obligated to) obtain such insurance, make such payments for any such Owner and/or perform such obligations, and add the cost of such payments or performance, as an additional assessment, to the annual assessment which such Owner is obligated to pay under Article X herein.

Section 5. Additional Insurance.

(a) The Board may purchase and maintain in force as a Common Expense, debris removal insurance, fidelity bonds and other insurance or bonds that it deems necessary. The Board shall purchase and maintain Workmen's Compensation Insurance to the extent that the same be required by law respecting employees of the Association.

(b) Each Owner may obtain additional insurance at his own expense, provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on any part of the Properties at any time.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or inequity, 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Revocation. This Declaration shall not be revoked unless all of the Owners, Mortgagees and Contract Sellers unanimously consent and agree to such revocation by instrument(s) duly recorded.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) 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 by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 5. Annexation. Additional residential property and Common Area within the Plat of Green Acres Community may be annexed by the Declarant without the consent of the members within five (5) years of the date of this instrument, provided that the Federal Housing Administration and the Veterans Administration determine that the annexation is in accord with the general plan heretofore approved by them.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of any Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 7. In the event there shall be any conflict between the provisions of this Declaration and any By-laws or rule and regulation of the Association, the provisions of this Declaration shall be deemed controlling.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 27th day of July, 1983.

SEAL

PINE CONSTRUCTION, INC.

ATTEST:

[signature] Sec.

[signature] President

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by E.M. Boutsman, Jr. as President of Pine Construction, Inc., a Wyoming Corporation, this 27th day of July, 1983.

Witness my hand and official seal.

KEITH E. HANSON - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires Sept. 13, 1986

[signature] Notary Public

Commission