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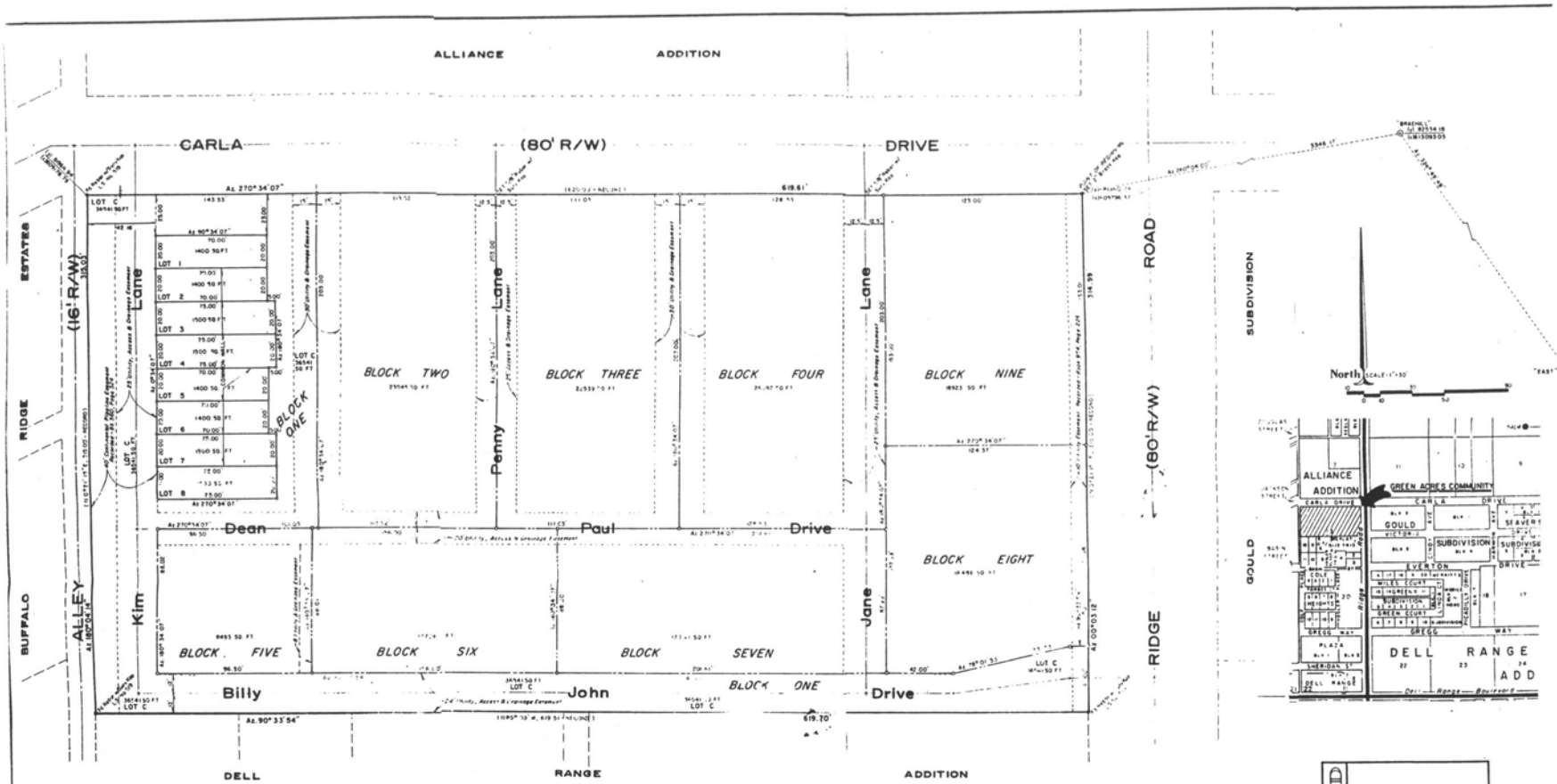
Cheyenne, WY 82009
307-635-1181



PROJECT 83-010
DATE 11 - 9 - 83
SURVEYOR W. BRAMAN
DRAWN BY M. PELL

INTERMOUNTAIN
PROFESSIONAL SERVICES
INC.

PROJECT
REPLAT

Sheet 1

SURVEYOR'S CERTIFICATE

I, Becky J. Braman, a Land Surveyor registered in the State of Wyoming, do hereby certify that this Replat of the North 1/2 of Tract 13, Dell Range Addition, Laramie County, Wyoming, was prepared from the field notes of an actual survey made by me during the months of August and October, 1983, and from recorded documents on file at the County Clerk's Office, and that it correctly and accurately shows the Lots, Blocks, and Boundary of GREEN ACRES COMMUNITY as shown hereon to the best of my belief and knowledge and is within current professional standards.

Becky J. Braman
Wyoming L.S. No. 3891

SUBDIVISION NOTES:

1.) BASIS OF AZIMUTHS-City of Cheyenne Control Network
2.) Lots 1-8, Block 1, are monumented by buildins foundations.
3.) Remaining interior lot corners are monumented with 5/8" rebar with Surv-kap
4) THE WILL BE NO PUBLIC MAINTENANCE OF KIM LANE, PENNY LANE, JANE LANE, DEAN PAUL DRIVE & BILLY JOHN DRIVE.(Access Easements)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT:

Pine Construction Company, Inc., Mickey Brutsman, President; Joan B. Brutsman, Secretary, owners in fee simple of the lands entraced in this Replat of GREEN ACRES COMMUNITY, do hereby declare the subdivision of said lands to be their free act and deed and in accordance with their desires and do hereby grant the easements for the purposes indicated hereon.

Mickey Brutsman, President — Joan B. Brutsman, Secretary

ACKNOWLEDGMENT

State of Wyoming)
County of Laramie) ss

The dedication instrument was acknowledged before me by Pine Construction Company, Inc., Mickey Brutsman, President; Joan B. Brutsman, Secretary; this 8th day of NOVEMBER, 1983.

Notary Public Michael H. Lee

APPROVALS

Approved by the Cheyenne-Laramie County Regional Planning Commission this 5th day of DECEMBER, 1983.

Attest: Secretary — Chairman

Approved by the City Council of the City of Cheyenne, Wyoming this 27th day of DECEMBER, 1983.

Attest: City Clerk — Mayor

FILE RECORD
298703
9 Jan 84 11:45 AM
Plat S - 91
Laramie County Clerk

GREEN ACRES COMMUNITY

A REPLAT OF THE
N 1/2 OF TRACT 13,
DELL RANGE ADDITION,
CITY OF CHEYENNE,
LARAMIE COUNTY,
WYOMING.

WARRANTY DEED—Short Form

BOOK 310

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

317

RECEPTION No. 800289 LESTER R. GOPP, 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 XXXXX

in hand paid, convey and warrant to Harry B.Barnes and Sadie M.Barnes, husband and wife, of Laramie County,Wyoming, grantees,

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]

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BOOK 610

THE STATE OF Wyoming }
COUNTY OF Laramie } ss.

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. Bonderson
Notary Public.

RENA J. BONDERSON NOTARY PUBLIC LARAMIE COUNTY, WYOMING

800289

ANTY DEED

P. Bruch, et ux

—TO—

Barnes, et ux

...ment was filed for record at ... A.M., on the 30 ... and duly recorded in ... 317-318 ... and Ex-Officio Register of Deeds

Deputy.

Fig. Co., Cheyenne, Wyo.
B. Barnes
Lomis Ave

Reception No. 720402 JANET C. WHITEHEAD, 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 hereby 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

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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. Bretsman, 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

BY-LAWS
OF
GREEN ACRES COMMUNITY HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is Green Acres Community Homeowners Association, hereinafter referred to as the "Association." The principle office of the corporation shall be located at 6720 Powderhouse Road, Cheyenne, Wyoming, but meeting of members and directors may be held at such place within the State of Wyoming, County of Laramie, as may be designated by the Board of Directors.

ARTICLE II

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock p.m. If the day of the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes of each class of membership shall constitute a quorum for any action except as other wise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section5. Proxies. At all meeting of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE III

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this association shall be managed by a Board of not less than three (3) nor more than seven (7) directors. Commencing with the second year of the corporation, not less than a majority of such Directors shall be members of the Association.

Section 2. Term of Office. The term of office of the Directors will be one (1) year but, however, provided that at such time as the Board of Directors may be increased to five (5) or more members by appropriate By-Laws, the Association might also provide that the term of office thereafter will be for a period of three (3) years with the terms of Directors appropriately scheduled so that a Proportionate number of positions shall be subject to re-election at each annual meeting.

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Section 3. Removal. Any director may be removed by the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IV

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Provided that, at no time shall less than a majority of the elected directors be other than members of the Association.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarding as the act of the Board.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the

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Common Area and Properties, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights of a member during any period in which such member shall be in default in payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period no to exceed 60 days for infraction of published rules and regulations.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or other employees as they deem necessary, and to prescribe their duties, for a term not exceed one year. The Owner's Association and the Board of Directors shall not undertake "self-management" or fail to employ a Managing Agent without the consent of a Majority of the Lot Owners and the consent of all First Mortgagees. Any contract with the Managing Agent must provide that it may be terminated, without payment of a termination fee, without cause on no more than ninety days written notice and with cause on no more than thirty days written notice.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present an annual report and financial statement to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that duties are properly performed;

(c) Maintain and repair or cause to have maintained and repaired, the Project, the Common Area and the exterior of the Buildings upon the Properties as set forth in Article IX of the Declaration;

(d) Establish the due date for assessments, collect or cause to be collected, the assessments from the Owners and send or cause to have sent, written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of said assessment;

(e) Foreclose the lien against any property for which assessments and charges are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(f) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence or such payment;

(g) Procure and maintain adequate liability, fire and hazard insurance on behalf of the Association as set forth in the Declaration;

(h) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(i) Pay or cause to have paid, all common water, sewer and trash service bills, and the other utility bills which may include service to the individual Lots;

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(j) Pay the annual property taxes on the Common Area (Lot C) when due.

Section 3. Notice to Mortgagees.

(a) Notice of Default, Casualty or Condemnation. The Board of Directors when giving notice to any Lot Owner of a default in paying an assessment for Common Expenses or any other default, shall simultaneously send a copy of such notice to the Mortgagee of such Lot. Each Mortgagee shall also be promptly notified of any event, giving rise to a claim under the hazard insurance policy arising from damage to such Lot, of all actions taken under Article XII of the Declaration, and of any taking in condemnation or by eminent domain and actions of the Association with respect thereto. For purposes of this section only, when notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the FHA and VA and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages if the Board of Directors has notice of such participation.

(b) Notice of Amendment of Declaration and By-laws. The Board of Directors shall give notice to all Mortgagees at least seven days prior to the date on which the Lot Owners, in accordance with the provisions of these By-laws, materially amend the Condominium Instruments.

(c) Notice of Change in Managing Agent. The Board of Directors shall give notice to all Mortgagees at least thirty days prior to changing the Managing Agent.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times by members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, such of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any other time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The president shall preside at all meetings of the Board of Directors; shall

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see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes;

VICE PRESIDENT

(b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(D) The treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to by represented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE VIII

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, Articles of Incorporation and the By-laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ANTICLE X

ASSESSMENTS

As more fully provided the Declaration, each member is obligated to pay to the Association assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of one and one-half percent (1.5%) per month, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for therein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XI

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AMENDMENTS

Section 1. These By-laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy; except that the Federal Housing Administration and the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

Section 2. In case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in case of any conflict between the Declaration and these By-laws, the Declaration shall control.

ARTICLE XII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, We, being all of the Directors of Green Acres Community Homeowners Association, have hereunto set our hands this 27th day of July, 1983.

* * *

E.M. Brutsman

E.M. Brutsman

Joanne B. Brutsman

Joanne B. Brutsman

Jane Mary Brutsman

Jane Mary Brutsman

State of Wyoming)
) SS
County of Laramie)

The foregoing instrument was acknowledged before me this 1st day of May, 2006 by E.M. Brutsman, Joanne B. Brutsman and Jane Mary Brutsman, as Directors of Green Acres Community Homeowners Association.

Witness my hank and official seal.

Sara D. McIntosh

SARA D. McINTOSH NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
MY COMMISSION EXPIRES DEC 12, 2007

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LEGAL DESCRIPTIONS

Lot 1 through Lot 8, Block 1, Green Acres Community, according to the official plat filed for record in Laramie County, Wyoming.

Lot 1 though Lot 8, Block 2, Green Acres Community, Second Filing, according to the official plat filed for record in Laramie County, Wyoming.

Lot 1 through Lot 4, Block 5, Green Acres Community, Second Filing, according to the Official plat filed for record in Laramie County, Wyoming.

Lot "C" Block 2, Green Acres Community, Second Filing, according to the official plat filed for record in Laramie County, Wyoming.

Lot "C" Block 5, Green Acres Community, Second Filing, according to the official plat filed for record in Laramie County, Wyoming.

Lot "C" Block 6, Green Acres Community, Third Filing, according to the official plat filed for record in Laramie County, Wyoming.

Lot 1 through Lot 7, Block 6, Green Acres Community, Third Filing, according to the official plat filed for record in Laramie County, Wyoming.

Lot "C" Block 3, Green Acres Community, Fourth Filing, according to the official plat filed for record in Laramie County, Wyoming.

Lot 1 through Lot 8, Block 3, Green Acres Community, Fourth Filing, according to the official plat filed for record in Laramie County, Wyoming.

Lot 1 through Lot 8, Block 4, Green Acres Community, Fourth Filing, according to the official plat filed for record in Laramie County, Wyoming.

Lot "C" Block 7, Green Acres Community, Fourth Filing, according to the official plat filed for record in Laramie County, Wyoming.

Lot 1 through Lot 8, Block 7, Green Acres Community, Fourth Filing, according to the official plat filed for record in Laramie County, Wyoming.

Lot "C" Block 8, Green Acres Community, Fifth Filing, according to the official plat filed for record in Laramie County, Wyoming.

Lot 1 through Lot 12, Block 8, Green Acres Community, Fifth Filing, according to the official plat filed for record in Laramie County, Wyoming.

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