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STATE OF WYOMING)
COUNTY OF LARAMIE) SS

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TO THE PUBLIC:

DECLARATION OF PROTECTIVE COVENANTS

HIGHLAND VILLAGE
A SUBDIVISION OF THE CITY OF CHEYENNE, LARAMIE COUNTY, WYOMING

Wyoming All American Homes, Inc., a Wyoming corporation, Declarant, being the owner in fee simple of the following described property situated in the City of Cheyenne, Laramie County, Wyoming, to wit:

- Lots 4 through 25 inclusive of Block 1;
 - Lots 1 through 17, inclusive and Lot 19 of Block 3;
 - Lots 1 through 4, inclusive and Lot 9 of Block 4;
 - Lots 1, 6, 7, 8, 9 and 10 and the North 46 feet of Lot 2 of Block 5; and
 - Lots 1 through 10 inclusive of Block 6
- all in Highland Village Subdivision to the City of Cheyenne, Laramie County, Wyoming

does hereby make this Declaration of Protective Covenants applicable to all of the property described above (the "Property").

1. COVENANTS TO RUN WITH THE LAND. The Property and the improvements constructed and located thereon are hereby subject to use and ownership as set forth herein and the following terms, Covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors or assigns.

2. RESTRICTIONS ON USE. The property and every lot or portion thereof shall be used for single family housing consisting of custom built, modular or manufactured housing only, which shall be referred to herein as a "Dwelling Unit", and no trade or business of any kind will be conducted thereon with the exception of home occupations as defined by the City Code of the City of Cheyenne, Wyoming. Lease or rental of a dwelling unit for residential purposes shall not be considered to be a violation of this Covenant. Each parcel of land originally conveyed by Declarant to a third party, whether the same be composed of a single lot or portions of two or more lots, shall be restricted to a single one-family dwelling for private residential use.

3. CONSTRUCTION REQUIREMENTS. All structures shall be of conventional construction and/or pre-site manufactured transportable double-wide homes which shall meet minimum property standards of the U.S. Department of Housing and Urban Development (HUD). Single-wide transportable homes shall be allowable only with the prior written consent of the Architectural Control Committee, which consent may be withheld in the sole discretion of said Committee. The hitch for manufactured housing shall be removed and the dwelling unit shall be securely anchored in a manner which complies with the City Code of the City of Cheyenne. Unless placed on a permanent foundation, the dwelling unit shall be skirted with a rigid material which shall provide entry access. The hitch shall be removed and the skirting installed not less than thirty (30) days after the dwelling unit is set on the lot. The exterior treatment of all dwelling units shall be similar to existing dwelling units on adjacent properties, including exterior wall and roofing material. No dwelling unit shall have ornamentation or window treatment that is incompatible with existing dwelling units on adjacent lots. Every dwelling unit

Restrictions indicating a preference
in favor of description based
on the City Code of the City of
Cheyenne, Wyoming, as amended
by Ordinance No. 42, L.C. 5006(C)



shall have not less than 840 square feet of total floor space. Each house shall have a substantial type of step or porch system. If a garage is not constructed, a storage building of not less than sixty-four (64) square feet shall be required.

4. APPROVAL OF ARCHITECTURAL PLANS. No dwelling unit may be placed on any lot or portion thereof until such dwelling unit is approved in writing by the Architectural Control Committee as to size, condition and appearance including type of siding and roof covering. Each dwelling unit must have complete sanitary facilities, including a lavatory, toilet, wash basin, tub or shower, kitchen sink, and must be connected to water, sewer and electrical utilities in conformance with requirements of the City of Cheyenne. Prior to consideration for approval by the Architectural Control Committee an application shall be submitted which shall be accompanied by elevations and/or photographs of all sides of the proposed dwelling unit, exterior dimensions, roof slopes and exterior finish.

5. SETBACK REQUIREMENTS. The minimum building setback from the front property line shall be fifteen (15) feet. The minimum distance from a side property line shall be zero (0) feet with a minimum of ten (10) feet between buildings. The minimum rear yard setback shall be ten (10) feet.

6. NOISANCES. No noxious or offensive activity shall be carried on upon any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other property owners on the Property subject to these Covenants. Conditions considered to be a nuisance to adjacent property owners shall include but not necessarily be limited to burning, excessive noise, vermin, health hazards, pollution, odors, undesirable animals, insects or other pests allowed to exist because of the lack of maintenance or care of improvements. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Waste containers shall be maintained in a clean and sanitary condition.

7. VEHICLES. Vehicles which are not in running condition or are in a state disrepair shall not be parked on the street in front of a dwelling unit or in a driveway at the front of any dwelling unit or in any parking area between the front building line of any dwelling unit and the street for a period of more than seventy-two (72) hours at any one time or as a repeated matter of practice. While not in actual seasonal use, boats and trailers and recreational vehicles shall not be parked on the street, in a front driveway, or on a parking area between the front building line of a dwelling unit and a street as a means of storage from one season to another. No oversized vehicle (including but not necessarily limited to transportable mobile homes not permanently placed on a lot and truck tractor/trailer combinations) shall be parked on the street in front of a dwelling unit or in a parking area between the front building line and the street for a period in excess of seventy-two (72) hours or as a repeated matter of practice.

8. ANIMALS AND LIVESTOCK. No more than two (2) dogs or two (2) cats or a total two (2) of either of such animals shall be kept and maintained as part of any single household on the Property. Litters of any of the foregoing animals may be maintained only until the age of three (3) months. All pets shall have current inoculations as required by the ordinances of the City of Cheyenne. Under no condition will pets be allowed to run free, to bark excessively, or to become an annoyance to other residents on the Property. Any and all pet excrement must be properly and legally disposed of on a daily basis. No other animal, livestock or poultry of any kind shall be raised, bred or kept on any lot.

9. FENCES. Without the advance written consent of the Architectural Control Committee, no front yard fences may be erected on any property except a pole-type fence not to exceed thirty-six (36) inches in height. All other fences shall be



compatible with the materials prescribed for buildings and shall be a maximum of eight (8) feet in height.

10. SIGNS. No sign of any kind shall be displayed to the public view on any lot in the Property except one sign of not more than three (3) square feet; one sign of not more than five (5) square feet advertising a lot for sale or rent; or signs used by a builder or realtor or Declarant to advertise the property for sale.

11. EXCAVATION AND MINING. No excavation of any kind including that for stone, sand, gravel or earth shall be made on any portion of the Property, except for such excavation as may be necessary in connection with the erection of an improvement thereon. No oil drilling, oil development operations, quarrying, or mining operations of any kind shall be permitted upon the Property.

12. ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee of not fewer than two (2) persons shall be appointed by Declarant acting by and through its shareholders. This Committee shall have the responsibility for reviewing all plans for construction of dwelling units making such other decisions as are required by the terms, provisions and conditions of these Covenants; provided, however, when the last lot which is subject to these Covenants has been sold by Declarant, the term of the designated members of the Architectural Control Committee shall automatically be terminated and the appointment of successors required in accordance with the following paragraph. The mailing address for the Architectural Control Committee shall be the same as the Registered Agent for service of Declarant corporation as reported annually to the Wyoming Secretary of State. The Architectural Control Committee shall not be entitled to compensation for services performed pursuant to these Covenants. A decision by the Architectural Control Committee shall be made within thirty (30) days after the date of submission of plans and specifications to the Committee. Said plans and specifications shall be submitted, either in person or by U.S. certified mail, return receipt requested, by a property owner within the subdivision, a prospective property owner, or someone acting on his or her behalf. In the event no written decision is issued within said thirty (30) day period, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with. At all times the decision of the Architectural Control Committee shall be final. The Architectural Control Committee shall have full power and authority to grant variances from these Covenants for good cause shown in order to prevent undue hardship on any property owner subject to the Covenants.

13. CONTINUATION OF THE ARCHITECTURAL CONTROL COMMITTEE. When the last lot which is subject to this Declaration of Protective Covenants has been sold by Declarant, the term of the designated members of the Architectural Control Committee named herein shall automatically be terminated. A new Architectural Control Committee consisting of three (3) persons who are owners of lots within the Property shall at that time be designated by the Declarant and authenticated by the acceptance of said appointment in writing by the designated members and the filing of a Memorandum of Amendment to these Protective Covenants with the Laramie County Clerk and Recorder of Deeds. Thereafter members of the Committee shall serve terms not to exceed five (5) successive years and vacancies in the Architectural Control Committee shall be filled by majority vote of the owners of lots within the Property. For purposes of counting said votes, each family or individual owning a dwelling unit within the Property shall be entitled to one (1) vote.

14. LIABILITY OF ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee, its members, successors or assigns, shall not be liable in damages to anyone by reason of any mistake in judgment, negligence or non-feasance arising out of or



in connection with the approval or disapproval or failure to make any approval pursuant to provisions of these Covenants.

15. TERM AND AMENDMENT. These Covenants shall run with and bind the land for a term of twenty-five (25) years from the date this instrument is recorded, after which time they shall be automatically extended for successive periods of three (3) years unless an instrument executed and acknowledged by a majority of the then owners of property within the subdivision has been recorded agreeing to modify or terminate the Covenants in whole or in part. Within the first twenty-five (25) year period, these Covenants may be amended by an instrument signed by the owners of not less than fifty percent (50%) of the property subject to these Covenants. Any amendment so approved shall be duly authenticated and recorded by the Architectural Control Committee.

16. ENFORCEMENT. In the event that any person shall violate any of these Covenants, it shall be lawful for the Architectural Control Committee or any owner of any lot or lots in the subdivision to maintain an action at law or in equity against any person or persons violating or attempting to violate any Covenant either to restrain violation or to recover damages as a result of said violation, and, in addition, to recover from the party so violating such Protective Covenants, reasonable attorney's fees required to pursue such proceedings.

17. SEVERABILITY. Invalidation of any one or a portion of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has here undue set its hand and seal this 20th day of February, 1996.

WYOMING ALL AMERICAN HOMES, INC.,
a Wyoming Corporation

By: [Signature]
Its: PRESIDENT

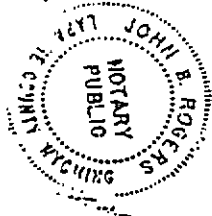
STATE OF WYOMING)
)SS
COUNTY OF LARAMIE)

Subscribed and sworn to before me by J. Michael Johnson the President of Wyoming All American Homes, Inc., a Wyoming corporation, on behalf of said corporation this 22nd day of February, 1996.

Witness my hand and official seal.

[Signature]
NOTARY PUBLIC

My Commission Expires:
January 7, 2000



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
HIGHLAND VILLAGE COMMUNITY ASSOCIATION

THIS DECLARATION is made on the date hereinafter set forth by Economic Development Construction, a Wyoming partnership, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Laramie County, Wyoming, more particularly described as:

Lots 5-25, Block 1, Lots 6-10 Block 5 and Lots 1-10, Block 6 Highland Village, according to official Plat thereof filed for record July 20, 1982 in Plat Cabinet 5, Slot 47 of the records of 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 1.1. "Association" shall mean and refer to Highland Village Community Association, its successors and assigns.

Section 1.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3. "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 1.4. "Common Area" shall mean all real property owned by the Association 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 is described as follows:

Area of land designated as Lot 25, Block 1, in the plat of Highland Village.

Section 1.5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 1.6. "Declarant" shall mean and refer to Economic Development Construction, a Wyoming partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II – PROPERTY RIGHTS

Section 2.1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, 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 charge reasonable fees for the use and maintenance of the Common Area and any recreational facility situated upon the Common Area;

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

(c) The right of the Association to dedicate or transfer all or any part of the Common Area 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 two-thirds (2/3) of Members agreeing to such dedication or transfer has been recorded; and

(d) Easements, public roadways and drainage easements as shown on the plat of Highland Village.

Section 2.2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment.

Section 3.2. Voting Rights. The Association shall have two (2) classes of voting Membership.

(a) Class A. Class A Members shall be all Owners with the exception of the Declarant, and shall be entitled to one (1) 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 determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B Member 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 on the happening of either of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(ii) On January 1, 2004.

ARTICLE IV – COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1. 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 thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association: (a) annual assessments or charges; and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title unless expressly not assumed by them.

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the

Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the Properties.

Section 4.3. Maximum Annual Assessment. Until December 31st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be twenty-five dollars (\$25.00) per Lot.

(a) From and after December 31st 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 three percent (3%) above the maximum assessment for the previous year without a vote of the Membership; provided that the assessment may be increased above three percent (3%) by a vote of two-thirds (2/3) of each Class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

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

Section 4.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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 upon the Common Area, including fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4.5. Notice and Quorum for any Action Authorized Under Sections 4.3 and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each Class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis.

Section 4.7. Date of Commencement of Annual Assessments; Due Dates. The assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area, with the first assessment to be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount against each Lot at least thirty (30) days in advance of each assessment period. Written notice of the 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 4.8. 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 twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 4.9. 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 from any assessments thereafter due or from the lien thereof.

