TO: The Public:

DECLARATION OF BUILDING AND USE
RESTRICTIVE COVENANTS AND CONDITIONS

THE UNDERSIGNED being the owner in fee simple of the following described property situated in the "City of Cheyenne, Laramie County, Wyoming, to wit:

South Fork (Mobile Home) Subdivision, Phase I and II,
Lots 1 thru 89, Laramie County, Wyoming, more fully described as:

Tract 7 and 15, Wallick & Murray Tracts, a portion of the Northwest Quarter of Section 20, Township 13 North, Range 66 West of the 6th P.M., Laramie County, Wyoming.

do hereby make this Declaration of Building and Use Restrictive Covenants and Conditions applicable to all of the described property.

1. The use of said land may be restricted to a single one family mobile home dwelling, for private residential use. No lot shall contain more than one mobile home residence, and storage shed and one addition to the mobile home all of which must be approved by the Architectural Control Committee, (contained in section 11).

2. Architectural Restrictions. Uniform quality of workmanship and materials, harmony of external design with existing mobile home structure, and location with respect to topography and finish grade elevations shall be afforded. All Construction shall be new and no addition or storage shed may be removed from another location to any site within this subdivision without prior written approval from the Architectural Committee. No wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line required by Laramie County Zoning Regulations.

3. Dwelling Quality and Size. No mobile home dwelling shall be permitted on any lot in which the ground floor of the main structure exclusive of the porch shall be less than 240 square feet of finished living area.
4. **Building Locations.**

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines required by Laramie County zoning regulations or as may be restricted by any recorded plat which may be filed for a portion of the area described above.

(b) For the purposes of this covenant, eaves, steps and open porches shall not be considered part of the building. (Decks, patios and sun rooms are not considered porches.)

(c) All mobile homes must be skirted, anchored to the ground and painted around the bottom with a non-flammable material. This is to be finished within 30 days after move in.

(d) All hitches are to be removed or covered and painted.

(e) Awnings, fences, cabanas and any self-supporting structures of all types must be approved by the Architectural Control Committee.

(f) All TV will be hooked up to the subdivisions underground cable antenna system. Any exceptions to this must be approved in writing by the Architectural Control Committee and the position of the antenna to which must be previously approved.

(g) All steps and porches are to be enclosed and painted around the bottom.

5. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or any become an annoyance or nuisance to the neighborhood. Occupancy conditions may be considered to be a nuisance to adjacent property in the event that activity adversely affects such adjacent owners resulting from activities of burning, noise, vermin, health hazards, pollution, odors, undesirable animals or their maintenance and insect pest developing as a condition because of the nature of maintenance or care of the property. No retail, wholesale, manufacturing, repair business, or home occupations of any kind shall be permitted on any building site or in any single family dwelling or appurtenant structure.

6. **Automobiles.** The number of automobiles used and otherwise allocated to each individual lot owner shall be three (3). Excess vehicles may not be stored or parked within the subdivision. These vehicles are to be considered
in running condition and in a state of repair. Vehicles which are not in running condition or are in a state of dis-repair shall not be parked on the street, in front of a residence, on a resident's lot or anywhere in the subdivision. Such vehicles must be removed or repaired within a period of 72 hours of the onset of the state of the non-running condition or state of dis-repair.

7. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than two square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or realtor to advertise the property during a sales period.

8. Fencing. No fences shall be permitted on any building site in the subdivision except as either required by local subdivision ordinance or as approved in writing by the Architectural Control Committee. All fencing must be approved by the Architectural Control Committee. Fencing is not discouraged by any means, but the control of same shall be exercised to insure uniform design and quality.

Construction of fencing will include but not be limited to the following:

a. No fencing will be allowed closer to the front property line than 30 feet, except for "split rail cedar" decorative fencing which cannot extend outside of the resident's property line and cannot exceed 36 inches in height.

b. Other yard type fencing may be no greater than 60 inches or less than 40 inches in height.

c. All fence posts must be anchored in concrete, with all fence lines being straight and true. In addition, the final installation must have "a professional installation" look and be complete in every respect.

d. Types of fencing allowed are chain-link, cedar picket (dog ear top), and spruce picket (dog ear top). Chain-link type must include a top rail and approved picket fencings must have three supporting horizontal rails.

9. Refuse Disposal. Every resident of the subdivision has a responsibility for helping us keep the subdivision clean and neat at all times. The proper disposal of refuse and garbage is especially important. All
rubbish must be placed in one or two 35 gallon trash barrels, furnished by each resident of the subdivision, these barrels shall be placed in racks up off the ground. The location of refuse and disposal pickup by professional disposal forces shall be determined by local code and ordinances.

10. Livestock and Poultry. Commercial animal husbandry shall not be practiced in any form. No swine, cattle, calves, horses, colts, sheep or other similar animals shall be permitted on the premises. Household pets owned by occupants or owners of any portions of said lands, shall be kept confined within owned or occupied premises. No more than two (2) dogs or two (2) cats or a total of two (2) of either of such animals shall be kept and maintained as part of any single household within this area. Litters of any of the foregoing animals may be maintained only until the age of two (2) months is reached, at which time disposition must be made of the excess. Any exceptions to paragraph 10 must be approved in writing by the officers of the Home Owner's Association.

Any pets occupying this Subdivision will have all current inoculations and the resident owner of these pets must have current written proof of these requirements.

Under no condition will pets be allowed to run free, be tied down, bark, or be any kind of annoyance to the residents of the Subdivision. In addition, any and all pet excrement must be properly and legally disposed of on a daily basis.

The Home Owners' Association, as well as local governing agencies shall have final control and authority concerning pet occupancy where the health, safety and welfare of the Subdivision's residents are concerned. This includes, if necessary, the power to declare the animal a nuisance and seek Court Order to have the animal removed if the owner will not do so voluntarily.

11. Architectural Control Committee.

(a) Grantor herewith appoints a three member committee consisting of William J. Edwards, Richard B. Wilson and Blair J. Trautwein as an Architectural Control Committee. This committee shall have the responsibility for reviewing all plans for construction of fences, additions, porches, patios
and other improvements and making such other decisions as are required by the terms, provisions and conditions of this declaration, provided that, in any event, when the last lot which is subject to this declaration has been sold by the seller, the term of the designated members of the Architectural Control Committee shall automatically be terminated and the appointment of successors required in accord with the following paragraph.

(b) The committee shall be known as the Architectural Control Committee and the members thereof shall serve until their successors are appointed by replacement by a majority vote of the successors in interest of the grantors of the lots covered by this covenant. The owner of each lot is entitled to one vote for each lot owned. Any one person owning a majority of the lots shall be entitled to name two members of the Architectural Control Committee. A majority of the members of the Architectural Control Committee, designate a successor until a vote is held to elect a new Architectural Committee pursuant to the Articles of Incorporation or By-Laws of the South Fork Home Owner's Association. This election shall be held annually in concurrence with the annual meeting of the Home Owner's Association. Changes from time to time of the names of the Architectural Control Committee shall be authenticated by the filing of a memorandum of agreement to these Protective Covenants with the County Clerk, Laramie County, Wyoming.

(c) The committee shall not be entitled to compensation for services performed pursuant to this covenant.

(d) A decision by the Architectural Control Committee shall be made within 30 days after the date of submission to it of any proposed construction or requirement for approval by an owner or someone in his behalf. In the event that no decision is made within said time, the party submitting the request for consideration may consider that an approval has been obtained by the committee.

(e) Neither the Architectural Control Committee, its members nor its successors or assigns, shall 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 the provisions of this declaration.
12. **Amendment.** These covenants may be amended by the vote of two-thirds of the property owners favoring the amendments under terms and conditions set forth in the Articles of Incororation or By-Laws of the South Fork Home Owner's Association.

13. **Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years and thereafter from year to year unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

14. **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 area or adjacent to the area to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and in addition, to recover from the party so violating such protective covenants, reasonable attorney's fees required in the proceedings either to enjoin or for the recovery of the damages.

15. **Severability.** Invalidation of any one or portion of these covenants by judgment or court order shall in no wise affect any of the other provision which shall remain in full force and effect.

16. **South Fork Home Owner's Association & Assessment.**

   a) The South Fork Home Owner's Association consisting of all real property owners within this subdivision shall be established. Real property owners are entitled to one vote in the Home Owner's Association for each lot owned by that owner. The owner is any person holding a deed, contract for deed or lease with option to purchase.

   b) For the purpose of maintaining roads, snow removal, green belt area, and all common community services of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner in accepting a deed or contract or lease with option to purchase in such premises, agrees to and shall be a member of and subject to the objections and duly enacted by-laws and rules of the South Fork Home Owner's Association, a nonprofit corporation.
c) The Home Owner's Association shall repair and maintain roads, keep snow removed from the road, care and maintain Lot 47, which has been designated as a retention pond and greenbelt area, supervise the election of the Architectural Control Committee which shall act independently of the Home Owner's Association and such other duties as shall be determined by the Home Owner's Association.

d) The property conveyed by the Grantor is subject to facility fees to the Home Owner's Association to pay for the previously described maintenance and improvements. These fees shall consist of such fees necessary to carry out the purposes of the Home Owner's Association and shall consist of annual assessments and such other assessments as may be approved by the Home Owner's Association as set forth in its By-Laws. The annual assessment shall be due on the 30th day of January in each and every year and at such other times as determined by the Home Owner's Association. All owners shall be assessed the annual charge reflecting their proportionate share of such costs by lots owned.

e) Failure by an owner to make a payment when due shall result in a default by which the Grantor or its successor, if established, the South Fork Home Owner's Association shall enforce payment plus costs and attorney fees by means of foreclosure, by advertisement and sale or by judicial action or other legal recourse. The Home Owner's Association is granted a mortgage and/or lien in all the properties for the amount of each year's assessment and has the right by advertisement, sale or foreclosure to foreclose upon the properties, which is the subject of this covenant, by the default of an owner. Any assessment not paid when due shall bear interest at the rate of eighteen percent (18%) per annum.

DATED this 2 day of May, 1985.

OWNER:

By William J. Edwards
STATE OF WYOMING )
) ss.
COUNTY OF LARAMIE )

The above and foregoing instrument was acknowledged before me by William J. Edwards on this 2nd day of May, 1925.

[Signature]
Notary Public

My Commission Expires:

[Signature]
Notary Public

October 22, 1988
SOUTH FORK (MOBILE HOME) SUBDIVISION

To The Public:

AMENDMENT TO THE "DECLARATION OF BUILDING AND USE RESTRICTIVE COVENANTS AND CONDITIONS"

LET IT BE KNOWN that the undersigned, representing an ownership interest in no less than two-thirds of the real property to-wit:

South Fork (Mobile Home) Subdivision, Phase I and II, Lots 1 through 99, Laramie County, Wyoming AND South Fork (Mobile Home) Subdivision, Third Filing, Lots 90 through 132, Laramie County, Wyoming.

does hereby amend paragraph number 10 of the "Declaration Of Building And Use RestRICTive CovEnants and Conditions" of South Fork (Mobile Home) Subdivision shown recorded at the Office of the Laramie County Clerk and Register of Deeds on May 8, 1985, in Book 1213, Page 1544 (with respect to Phase I and II, Lots 1 through 89), and also shown recorded at the Office of the Laramie County Clerk and Register of Deeds on September 30, 1986, in Book 1234, Page 1181 (with respect to the Third Filing, Lots 90 through 132), to read as follows:

10. ANIMALS:

A) LIVESTOCK AND POULTRY: Commercial animal husbandry shall not be practiced in any form. No swine, cattle, calves, horses, colts, sheep, chickens, ducks, geese or other similar animals shall be kept or permitted on the premises for personal use and/or as pets or for any purpose.

B) HOUSEHOLD PETS: There will be no household pets allowed in the subdivision that stand higher than twenty (20) inches at the front shoulder except for those receiving specific and verifiable written permission from the Board of Directors of South Fork Home Owners Association. No dogs that have a vicious nature by breed (e.g. rottweiler, American bull terrier, pit bull), German shepherd, etc. shall be allowed in the subdivision. Any deviation from this covenant shall be at the sole discretion of the Board of Directors of South Fork Home Owners Association and said Board shall not be liable for any damages of any nature whatsoever by reason of any action, inaction, approval or disapproval by it concerning this section. Household pets owned by occupants or owners of any portions of South Fork (Mobile Home) Subdivision shall be kept confined within each owner or occupied premises. Subject to the above, no more than two (2) dogs or two (2) cats or a total of two (2) of either of such animals shall be kept and maintained as part of any single household within this area. Litters of any of the foregoing animals may be maintained only until the age of two (2) months is reached, at which time disposition must be made of the excess. Any exceptions to paragraph 10 must be approved in writing by the Board of Directors of the Home Owners Association.

Any pets occupying this Subdivision will have all current vaccinations and the resident owner of these pets must have current written proof of these immunizations. Under no condition will pets be allowed to run free, be tied down, barking, or be any kind of annoyance to the residents of the Subdivision. In addition, any and all pet excursions must be property and legally disposed of on a daily basis. The Home Owners Association, as well as local governing agencies shall have final control and authority concerning the occupancy of the health, safety, welfare and the Subdivision's residents.

This includes, if necessary, the power to declare the animal a nuisance and seek Court Order to have the animal removed if the owner will not do so voluntarily.

Except as amended above, all other paragraphs and provisions of the "Declaration Of Building And Use RestRICTive CovEnants and Conditions" of South Fork (Mobile Home) Subdivision, shown recorded at the Office of the Laramie County Clerk and Register of Deeds on May 9, 1985, in Book 1213, Page 1544 (with respect to Phase I and II, Lots 1 through 89), and also shown recorded at the Office of the Laramie County Clerk and Register of Deeds on September 30, 1986, in Book 1234, Page 1181 (with respect to the Third Filing, Lots 90 through 132) shall remain unchanged.

Dated this 10th day of February, 1993.

William J. Edwards, Owner Of No Less Than Two-Thirds Of The Property In South Fork Mobile Home Subdivision.

[Signature]

ACKNOWLEDGEMENT

Subscribed and sworn to before me by William J. Edwards this 10th day of February, 1993.

[Signature]

Witness my hand and notarial seal.

[Signature]

Notary Public

BOOK 1337

1309
To The Public:

AMENDMENT TO THE "DECLARATION OF BUILDING AND USE RESTRICTIVE COVENANTS AND CONDITIONS"

LET IT BE KNOWN that the undersigned, representing an ownership interest in no less than two-thirds of the real property to-wit:

South Fork (Mobile Home) Subdivision, Phase I and II, Lots 1 through 89, Laramie County, Wyoming, AND South Fork (Mobile Home) Subdivision, Third Filing, Lots 90 through 132, Laramie, County, Wyoming.

does hereby amend paragraph number 10, subparagraph B, HOUSEHOLD PETS, of the "Declaration of Building And Use Restrictive Covenants and Conditions" of South Fork (Mobile Home) Subdivision shown recorded at the Office of the Laramie County Clerk and Register of Deeds on May 8, 1985, in Book 1213, Page 1544 (with respect to Phase I and II, Lots 1 through 89), and also shown record at the Office of the Laramie County Clerk and Register of Deeds on September 30, 1986, in Book 1234, Page 1181 (with respect to the Third Filing, Lots 90 through 132), and to the previously record amendment also shown recorded at the Office of the Laramie County Clerk and Register of Deeds on February 12, 1993, Book 1337, Page 1309 to read as follows:

10. ANIMALS

II HOUSEHOLD PETS: There will be no household pets allowed in the subdivision that stand higher than twenty (20) inches at his front shoulder. No dogs that have a vicious nature by breed (e.g. rottweiler, American bull terrier (pit bull), German shepherd, etc.) shall be allowed in the subdivision. Any deviation from this covenant shall be at the sole discretion of the Board of Directors of South Fork Home Owners Association, Inc., and said Board shall not be liable for any damages of any nature whatsoever by reason of any action, inaction, approval or disapproval by it concerning this section. Household pets owned by occupants or owners of any portions of South Fork (Mobile Home) Subdivision shall be kept confined within owned or occupied premises. Subject to the above, no more than one (1) dog or one (1) cat or a total of (1) of either of such animals shall be kept and maintained as part of any single household within this area.

Any pets occupying this Subdivision will have all current inoculations and the resident owner of these pets must have written proof of these requirements. Under no condition will pets be allowed to run free, be tied down, bark, or be any kind of annoyance or nuisance to the residents of the Subdivision. In addition, any and all pet excrement must be properly and legally disposed of on a daily basis. The Home Owners Association, as well as local governing agencies shall have final control and authority concerning pet occupancy where the health, safety and welfare of the Subdivisions' residents are concerned. This includes, if necessary the power to declare the animal a nuisance and seek Court Order to have the animal removed if the owner will not do so voluntarily.

Except as amended above, all other paragraphs and provisions of the "Declaration Of Building And Use Restrictive Covenants and Conditions" of South Fork (Mobile Home) Subdivision, shown recorded at the Office of the Laramie County Clerk and Register of Deeds on May 9, 1995, in Book 1213, Page 1544 (with respect to Phase I and II, Lots 1 through 89), and also shown recorded at the Office of the Laramie County Clerk and Register of Deeds on September 30, 1986, in Book 1234, Page 1181 (with respect to the Third Filing, Lots 90 through 132) shall remain unchanged.

Dated this 29, day of December, 1995

William J. Edwards, Owner Of No Less Than Two-Thirds Of The Property In South Fork Mobile Home Subdivision.

ACKNOWLEDGEMENT

Subscribed and sworn to before me this 29 day of December, 1995.

SEAL

Witness my hand and notarial seal.

JUDY P. SMITH, NOTARY PUBLIC

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