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James B. Leeling  
Professional Engineer  
No. 29016  
State of Colorado

FINAL PLAT  
SUNBRIDGE SOUTH  
2ND FILING

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2ND FILING

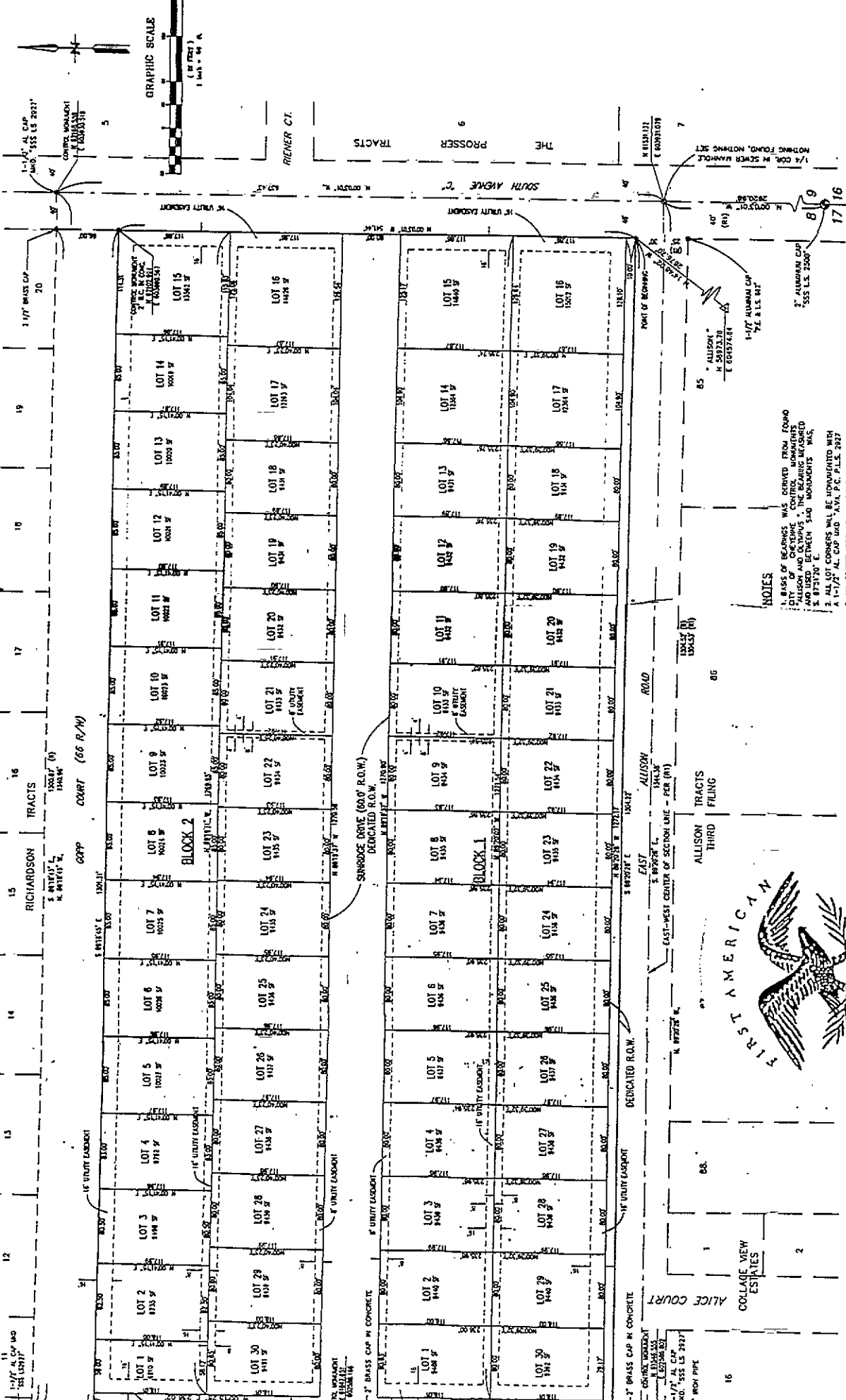
DATE	DESCRIPTION	BY

AMES B. LEELING  
JHRISE HOUSING  
1106 MEADOW GREEN PARKWAY  
BRIGHTON, CO. 80439

# FINAL PLAT

## SUNBRIDGE SOUTH 2ND FILING

A REPLAT OF SUNBRIDGE SOUTH SUBDIVISION  
BEING A PORTION OF THE SOUTH ONE-HALF OF THE  
SOUTHEAST ONE-QUARTER NORTHEAST ONE-QUARTER  
OF SECTION 8, TOWNSHIP 13 NORTH, RANGE 68 WEST  
OF THE 6TH PRINCIPAL MERIDIAN, LARAMEE COUNTY



- NOTES**
1. BOUNDS OF BEARINGS WERE DERIVED FROM FOUND MONUMENTS AND ALUMINUM CAP STAMPEDED "L.S. 2927".
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- (O) SET 5/8" DIA. X 20' BEAR WITH 1 1/2" ALUMINUM CAP STAMPEDED "L.S. 2927".
- (●) FOUND MONUMENT AS INDICATED.
- (◌) FOUND SECTION CORNER AS INDICATED.
- (□) DATA FROM THE RECORDED PLAT OF RICHARDSON TRACTS, CHCA 1913.
- (○) DATA FROM THE RECORDED PLAT OF ALICE TRACTS THIRD FILING, CHCA 1915.
- (◇) FOUND 15 BEAR WITH ALUM. CAP STAMPED P.E. & L.S. 2917.
- (△) SET PER SUNBRIDGE SOUTH SUBDIVISION, CHCA 1913.

AMES B. LEELING  
JHRISE HOUSING  
1106 MEADOW GREEN PARKWAY  
BRIGHTON, CO. 80439

COPY TO ASSESSOR

203405



LARAMIE COUNTY CLERK  
CHEYENNE, WY.

STATE OF WYOMING )  
                          ) SS.  
COUNTY OF LARAMIE )

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DECLARATION OF PROTECTIVE COVENANTS  
OF  
JAMES B. LEELING  
TO  
THE PUBLIC

JAMES B. LEELING, Declarant as owner herein, makes, declares and publishes this Declaration of Protective Covenants for real estate platted and recorded as Block 1 and Lots 10 through 30, Block 2, Sunridge South, Second Filing, a Subdivision in Laramie County, Wyoming.

I.  
INTRODUCTORY

I.A. INTENT: The intent and the promulgation of these covenants to apply to all lots in the Sunridge South Subdivision is to enhance the value, desirability and attraction of every parcel in the subdivision; to protect Lot owners from adverse development and use of other Lots within the subdivision which depreciate the value and/or restrict the use by the owners and to prevent the erection and construction of unsightly, unsuitably or unsafe structures with insurance for the subdivision of adequate and reasonably consistent values of home improvements. The restrictions imposed hereby are intended to permit free and appropriate use of all lands while preserving the rights of other property owners to enjoy their occupancy in an attractive surrounding free of nuisance, undue noise or danger while providing that disturbances of the natural environment should be kept to a reasonable minimum.

I.B. DEFINITIONS:

1. "Declarant" shall mean the present owner, James B. Leeling who has promulgated these Declaration as Protective Covenants for the subdivision.

2. "Owner" shall mean the record owner of separate parcels as subdivided into lots by the plat of Sunridge South Subdivision, Second Filing whether one or more persons and shall not include holder of mortgage interests.



In the event of the sale of any tract by an installment contract or a device commonly described as a contract for deed the owner may be the purchaser but only if notice of the sales agreement is recorded with the Laramie County clerk for notice in the County records. If no notice of the existence of a sales agreement is made as a matter of that recording, the owner for the purposes of these covenants shall be the holder of recorded legal title.

3. "Association" shall mean and refer to Sunridge South Homeowners Association or its successors.

4. "Lots" shall mean and refer to the described plats of land shown upon the recorded subdivision.

5. "Common Area" shall mean all real property owned by the Association, if any, which may be held for the common use and enjoyment of owners.

6. "Single Family Unit" shall mean a self standing residence.

7. "Committee" shall refer to Architectural Control Committee hereinafter established.

I.C. LEGAL DESCRIPTION AND EFFECT: These covenants shall apply equally and identically as obligations and benefits for the owners of all platted lots in the Sunridge South Subdivision, a subdivision in Laramie County, Wyoming, which subdivision in filed plat to include lots and blocks as follows:

Block 1, Lots 10 through 30 and all of Block 2, Sunridge South, Second Filing, a Subdivision in Laramie County, Wyoming.

I.D. LOT SUBDIVISION PROHIBITED: No lot may be subdivided for the purpose of utilization of the entire premises for more than a one family residential use.

I.E. INDEX FOR THIS DECLARATION:

Chapter I Introductory, pages 1, 2 and 32,

Chapter II, Building and Site Improvement Design and Construction Standards and Requirements, pages 3 through 6,

Chapter III, Subdivision Protections for Occupancy and Use, pages 7 through 10,

Chapter IV, Architectural Control Committee, pages 10 through 12,

Chapter V, Homeowners Association, pages 12 and 13,



Chapter VI, Term Duration and Amendment, page 13,  
Chapter VII, Enforcement, pages 13 and 14,  
Chapter VIII, Severability, page 14  
Chapter IX, Decisional Immunity, page 15.

II  
BUILDING AND SITE IMPROVEMENT  
DESIGN AND CONSTRUCTION STANDARDS  
AND REQUIREMENTS

II.A. IMPROVEMENT SITE LOCATION SETBACK REQUIREMENTS:

1. A site plan showing the location of all proposed structures must be approved by the Committee as hereinabove provided. The minimum setbacks shall be required: No building shall be located on any lot nearer than twenty-five (25) feet from any lot line.

2. In addition to the setbacks requirements as provided by these covenants, 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 in and covered by these declarations.

3. In any event, no building shall be placed less than twenty-five (25) feet from the front property line.

4. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building.

II.B. MINIMUM SIZE FOR CONSTRUCTION: All single-story floor plans for the principal dwelling constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, basements, walk-out basements, or attached garage, of One Thousand One Hundred square feet (1100 sq.). Any multi-level floor plan constructed upon any of the Lots of the subdivision set forth below shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, basements, walk out basements and attached garage, of One Thousand Five Hundred square feet (1500 sq.). The principal dwelling is a one and half or two story structure.

II.C. OUTBUILDINGS: The maximum size of any detached outbuilding shall be 1500 square feet. The location of any outbuilding shall be subject to the approval of the Committee, the intent being that all structures on a Tract shall appear to constitute an integrated unit. construction of any outbuilding may not



precede but must be contemporaneous with or subsequent to the construction of the primary dwelling residence.

**II.D. FOUNDATION AND GARAGES:** All dwellings, whether site built home, manufactured homes, and/or modular homes, shall be constructed upon a permanent foundation and have a minimum two (2) garage.

**II.E. CONSTRUCTION REQUIREMENTS:** No structure other than one (1) private single family dwelling, together with a private attached garage for no more than 4 cars or a single family dwelling and a detached garage/outbuilding meeting the standards established here shall be constructed or erected on any of the Lots of the subdivision. All construction shall be new and must comply with all applicable building codes, rules, regulations and requirements, all applicable zoning laws and the minimum building standards as set forth in this Declaration. No structure may be moved from any location outside the subdivision onto any Lot within the subdivision. Once begun, any home or improvement or alteration thereto approved by the Committee shall be diligently prosecuted to completion. All homes and other improvements on any Tract shall be substantially completed within one (1) year after commencement of construction unless a longer period of established by the Committee at the time of the approval of the construction plans. All dwellings and improvements shall be of uniform quality of workmanship and material in harmony with external design of the existing structures shall comply with the minimum requirements otherwise provided in this Declaration and each of the following codes and regulations which may be effect at the time of such construction:

- a. Uniform Building Code;
- b. Uniform Plumbing Code;
- c. Uniform Mechanical Code;
- d. National Electrical Code;
- e. Laramie County Department of Environmental Health regulations; and
- f. General FHA or VA building requirements.

**II.F. TEMPORARY STRUCTURES:** No structure of a temporary character trailer, modular home, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any Lot as a family dwelling, either temporary or permanently. This covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever the same have been on the premises an unreasonable length of time. The expected use of a construction related tool or job site shed or shelter must be anticipated and so stated at the time of application for construction. Said temporary construction tool shed or



shelter will not be allowed to remain on any site more than nine (9) month after the dated on which construction is started. No mobile home shall be used as or converted to a permanent dwelling on any site.

**II.G. DRIVEWAYS:** Individual Lot access approaches and driveways which connect the primary dwelling to any public road, shall be constructed with a minimum three inch (3") depth Grading W type road base gravel or cement or paved surface. Individual access driveway approaches, defined as that portion of the access driveway which exists within the public road right-of-way, shall include the installation of a properly sized drainage culvert. The access and approach and driveway shall be constructed as part of the first Lot improvement before any other construction is started. In no case will mud or dirt be allowed to be tracked off of a Lot onto the subdivision's public roadways. Where necessary for proper drainage, adequate sized culverts will be placed at all points where egress or ingress is established across the normal drainage system created and utilized for the subdivision. All drainage ditches and culverts must remain open at all times to carry out the continuity of property drainage through the subdivision.

**II.H. SEPTIC SYSTEMS:** No sewage, waste, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any drainage way in or adjacent to the subdivision. All toilet facilities must be a part of the residence or garage/outbuilding and shall be of a modern flush type and connected to a proper septic tank system, except for temporary, self contained toilet facilities utilized during construction.

**II.I. LANDSCAPING:** The owner of each Lot shall be responsible for the installation and continued maintenance of landscaping upon such Lot in at least the minimum amounts set forth herein. Unless either conditions prevent the completion of such landscaping requirements, installation of all required landscaping shall be completed with six (6) months after completion of construction of the primary residence. It is the intent of these covenants that landscaping be installed to enhance such lot, the adjoining Lots and the subdivision; to provide drainage and erosion control to achieve a harmonious and integrated appearance of such Lot with the adjoining Lots and the subdivision.

All surface with the boundaries of all Lots not otherwise occupied by structures or roads shall be covered with native ground cover or other grass of the owner's choice, trees, shrubs or other landscaping elements such as rocks, wood chips, bark and/or mulched or graveled material.

Each Lot owner shall plant and maintain no less than six (6) trees of any variety which shall have the following minimum height requirements; any coniferous tree shall be no less than three (3) feet tall when planted and any deciduous tree shall be no less than six (6) feet tall when planted. Nothing herein



shall be construed to prohibit an owner from planting any number of trees less than such minimum height requirements. No unsightly shelter or wind protection for trees such as used tires shall be permitted. Any trees which die shall be replaced with tree(s) of a height at least equal to the size of that required when originally planted.

No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns which exist through the subdivision as a whole. Any proposed changes to the subdivision's natural or designed patterns must be shown on any Lot Owner's application for approval of construction and must include a complete written definition of all proposed drainage changes.

**II.J. UTILITY CONNECTIONS:** All electrical and telephone lateral and or service connections and installations to home and improvements shall be underground from the nearest available source.

**II.K. OIL AND GAS DEVELOPMENT, MINING, OR GRAVEL REMOVAL:** No commercial facilities shall be constructed or surface usage provided on the premises for mining oil and gas development or commercial production of sand or gravel upon any Lot or Lots within the subdivision.

**II.L. SIGNS:** Except for a homebuyer identification sign or signs advertising the initial offering of the Subdivision and the permanent identification signage or landmarks installed by the Granter which identify the subdivision, no permanent sign of any kind shall be displayed to the public view on any residential Lot except one sign of not more than five square feet advertising the property for sale or rent, or except signs of no more than 32 square feet used by a builder to advertise the property during the construction period. Upon completion of construction any such large construction sign shall be removed. Tasteful political house signs of a reasonable size shall not be excluded when in place during the normal political campaign season as authorized by and installed upon the individual lot owner's property and off of public right-of-way or easements.

**II.M. FENCING:** Fencing shall consist of concrete block, redwood, cedar or other materials generally sold for and considered as good and substantial fence products and fencing shall be erected in a proper workmanship manner to provide stability and non-objective appearance. Solid walls or fences shall not be constructed or maintained nearer to the front side or street line of any of said lots than the rear or side walls of the building erected on such lot. Wind screen fence for plants or trees is not permitted.





III.  
OCCUPANCY AND USE RESTRICTIONS - FAMILY  
RESIDENTIAL USE

III.A. ONE FAMILY RESIDENCE: Lots in Sunridge South Subdivision shall be designed for and occupied only as a one family residential purpose. This subdivision is declared to be a residential subdivision and shall consist of not more than one contained housekeeping unit in which one group of persons may reside and cook together in the premises which shall not include a group of more than individuals not related by blood or marriage.

III.B. RESIDENTIAL AND LIMITED HOUSE OCCUPATION USAGE: No commercial enterprise is permitted except for home occupation usage except herein defined and limited. No manufacturing or commercial enterprise or enterprises of any kind for profit shall be maintained upon in front of or in connection with any site hereby conveyed nor shall said site in any way be used for other than strictly residential purposes. Home occupation shall be permitted provided that it complies with each of the following limitations and criteria:

1. The use is in compliance with Laramie County Zoning Regulations and Building and Use Restrictions.
2. Alterations of existing structures and special facilities that may be provided or constructed shall be in compliance with the external character and appearance of the building and subject to prior approval in appearance, size, and character by the Architectural Control Committee.
3. There shall be no offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line.
4. No storage or objectionable display of materials, goods, supplies or equipment related to the operation shall be visible from the outside of any structure located on the property.
5. Any need for parking generated by the use shall not exceed existing available on-street and off-street spaces.
6. One unlighted sign, compatible with the residence and neighborhood, not over 18 inches by 24 inches shall be permitted provided it is attached flat against the structure or window.
7. There shall be only incidental sale of stocks, supplies or products, except those made or produced on the premises. Catalogue



sales are to be permitted.

8. Employees working on the site of the home occupation shall only be resident of the dwelling.

**III.C. OFFENSIVE UTILIZATION, MAINTENANCE OF NUISANCE AND CRIMINAL ACTIVITY PROHIBITED:**

No activity of a noxious or offensive nature may be conducted upon any Lot in the subdivision, nor shall any activity be permitted which may be or may become a nuisance of annoyance to the neighborhood.

No part of any site shall be used or occupied injuriously to effect the use, occupation or value of the adjoining or adjacent site for residential purposes or the neighborhood wherein said site is situated.

For the purposes of this section, a "nuisance:" shall be construed according to case law precedent existing in the State of Wyoming and shall include, generally, that activity which arises from unreasonable, unwarranted or unlawful use by a person of his own property, thereby creating obstruction or injury to the health, safety, welfare, or right of another.

In any event, occupancy conditions which shall be considered to be a nuisance exists if the activity adversely effects adjoining adjacent property owners by the creation of burning, noise, vermin, health hazards, pollution, odors, undesirable animals or their maintenance and the infestation of insects and pests as a condition of the maintenance and care of the property.

**III.D. MAINTENANCE OF HOME AND IMPROVEMENTS:** All Owners shall maintain, or provide for the appropriate and sufficient maintenance, of homes and improvements upon their Tract for the general benefit of the subdivision and to avoid adverse effects on the value of other properties in the vicinity or within the subdivision

**III.E. TRASH AND REFUSE DISPOSAL:** During construction, it shall be the Tract Owner's responsibility to insure that all construction related trash, waste materials, and debris are contained. Following construction, the Tract Owner bears the burden to insure that no trash, debris, or material of any kind be allowed to blow or be carried off of the Tract to other Tracts.

No Lot shall be used or maintained as a dumping ground for rubbish or junk, specifically junked vehicles, unlicensed vehicles, vehicles which are not in running condition or are in a state of disrepair or appliances and similar objects. Trash, garbage or other waste shall be kept only in sanitary containers. All



sanitary containers or disposal equipment shall be of the type and kind that can be removed and/or emptied on a regular basis. No burning of grass, weeds, trash, construction materials, waste or any other material or any sort shall be allowed at any time. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises.

In the event that any owner of any lot described herein shall fail or refuse to keep such premises free of trash, refuse, garbage or other nuisance materials, then the Homeowners' Association or any committee thereof may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed as trespass and in the event of such a removal, a lien shall arise and be created in favor of the governing group and against such lot and in the full amount chargeable to such lot and such amount shall be due and payable within thirty (30) days after the owner is billed therefor.

**III.F. STORAGE OF VEHICLES:** No vehicles, except private passenger automobiles, light-duty trucks and/or vans and recreational-type vehicles, shall be parked or stored on any Lot or roadway of the subdivision. No parking shall be permitted on any designated bike paths in the subdivision. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on a Lot or on the road in front of a residence or on the front driveway or anywhere within the subdivision more than three days at any one time or as a repeated practice. Otherwise owners of camp trailers, horse trailers, boats and boat trailers and any recreational vehicles larger than light-duty pickups and vans shall park such vehicles away from the general view of adjacent lot owners and away from the roadway side of any residence when stationary for more than three days at one time or as a repeated practice.

**III.G. ANIMALS:** Commonly accepted domestic pets may be kept on all lots provided they are not maintained or kept for commercial purposes. All such domestic pets will be under the control of the Owner at all time and will not be allowed to run free off the Owners Lot. All Lot Owners shall ensure that any pets kept by such Owners shall not be a nuisance to any other Lot Owner or resident.

Subject to approved provision for FFA or like projects, no livestock or fowl or any kind other than domestic pets shall be permitted to run free on the Owner's Lot or to be maintained thereon. Pet kennels or dog runs may be permitted by the Architectural Control Committee as well as special FFA or like projects provided that the Owner assure to the committee that adequate facilities and proper training exists so that the project will not constitute a nuisance or objectionable activity to the adjacent neighbors or the subdivision.



Specific approval in advance for FFA or like projects will be obtained by the individual student in advance of the initiation of the project.

If any Owner wants to maintain a horse or at the most two (2) horses on any lot, the Owner must first receive written approval from the Committee. Such approval will not be given unless the Owner demonstrates that adequate stable facilities and adequate non-grazing feeding arrangements are established and will be utilized. Stables and corrals, if any, will be maintained in compliance with all lawful sanitary regulations. Operation of commercial riding stables and commercial boarding stables shall not be allowed.

III.H. FIREARMS: There shall be no hunting or use of firearms at any time within the subdivision.

III.I. STREETS AND EASEMENTS: Easements and rights of way as shown on the recorded plat are hereby reserved in this subdivision for underground wires, pipes, conduits, street lighting, electricity, gas, telephones, sewer, water or any other public or quasi-public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction and repair.

#### IV. ARCHITECTURAL CONTROL COMMITTEE

IV.A. ARCHITECTURAL CONTROL COMMITTEE: An Architectural Control Committee for the Subdivision is constituted. This committee is composed of James B. Leeling, Linda R. Huntting and Richard Tighe or their successors as provided for herein. All notices to the Committee required herein shall be sent to "Architectural Control Committee - Sunridge South Subdivision, c/o James B. Leeling, 28106 Meadow Drive, Evergreen, CO 80439." The Committee may designate a representative to act for it. In the event of a vacancy due to the death, termination or resignation of any member, the remaining members shall have full authority to designate a successor. None of the members of the committee, nor its designated representative shall be entitled to compensation of any kind for services performed as a member of the Committee.

Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant.

Upon the sale of all lots by the Declarant or at such earlier date that it might elect, the rights and duties of the Architectural Control Committee shall be



assigned to and assumed by the Sunridge South Homeowners Association.

IV.B. PRIOR COMMITTEE APPROVAL REQUIRED: No building or improvement shall be construed or erected upon any Lot within the Subdivision until the Architectural Control Committee has approved the construction plans and specifications submitted to it by the Lot Owner in the form and manner set forth herein. All submissions to the Committee must include, at a minimum:

- a. A site plan showing the location of the structure(s) to be constructed on the Lot, the location and size of all roads, paths, driveways and sidewalks, the drainage across such Lot and other site improvements which the applicant considers to be important and which are known to the applicant at the time of the submission;
- b. The floor plan of the structure(s) with square footage indicated;
- c. A drawing showing the front, side and rear elevations of all structure(s); and
- d. A description on the drawings or on separate specification sheet of the type and color of all exterior finishes and materials and roofing materials.

IV.C. The Committee reserves the right to require the applicant to submit such other information which it deems necessary for its determination. If the Committee seeks additional information, the time period for its decision shall not start until such information is received by the Committee. The Committee shall consider each such application as to quality of workmanship and materials described, conformance with this Declaration and harmony of the exterior colors, exterior construction materials and exterior design with existing structures and location with respect to topography and finish grade elevations. The Committee shall advise the applicant in writing of its decision within thirty (30) days of receipt of the application. In the event that the Committee disapproves any submitted plan, it shall inform the applicant, in writing, of the specific basis for disapproval and the manner in which the applicant may amend such plan to secure approval.

IV.D. In the event the Committee or its designated representative fails to approve or disapprove any such plan so submitted within thirty (30) days after receipt of all required information and any other information which the Committee may, in writing, require of applicant, it will be presumed that the Committee granted approval. In such event, the Committee's failure to approve or reject the application shall not constitute a waiver of the rights of the Homeowner's Association or any Lot Owner to enjoin the construction of any structure which does not comply with any other provision of this Declaration.



IV.E. All approvals or disapprovals by the Architectural Control Committee shall be in writing and personally delivered or mailed, certified mail return receipt requested to the Homeowner as the applicant for approval or his known designated representative such as an engineer or architect.

V.  
HOMEOWNERS ASSOCIATION

V.A. The ownership of any lot subject to this Declaration shall impose and confer any such Owner the obligation and benefits of membership in Sunridge South Homeowners Association, a Wyoming non-profit corporation. The Association shall have the right to enforce provisions of this Declaration, to assess its members for the costs required services in the Subdivision which are not otherwise provided by governmental agencies such as snow removal and to provide an organizational entity for other activities of the Lot owners and promote the common interest of its members.

V.B. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot in the Subdivision.

V.C. The declarant for each lot owned within the property hereby covenants and each Owner of any lot by acceptance of a deed therefore whether or not is shall be so expressed in the deed is deemed to a covenant and agree to pay to the Association annual assessments and charges as may be established by the Homeowners Association for the reasonable purposes of the Association to provide required service and benefits to the residents of the Subdivision. The annual and special assessments, if any, together with interest, costs, and reasonable attorney's fees, shall be a charge upon 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 attorney's 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 not pass to his successors in title unless expressly assumed by them.

V.D. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, if any, and of the residential units situated upon the properties.

V.E. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or annual basis for either multifamily or single family residential units as a class.



1. The effect of nonpayment of assessments if not paid within thirty (30) days after the due date, shall be that the assessment payment unpaid shall bear interest from the due date at the rate of 12 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 of abandonment of if lot.

2. The lien of the assessments shall be subordinate to the lien of the holder of any first mortgage on the premises. 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 payment which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter become due or from the lien thereof.

#### VI. TERM DURATION AND AMENDMENT

VI.A. This Declaration and all restriction set forth herein and in the Agreement attached hereto and incorporated herein runs with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date the Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years.

VI.B. This Declaration may be amended during the initial signed by not less 65% of the lot Owners and after the expiration of the initial term may then be amended or rescinded by a document legally executed for recording by not less than 50% of the Owners at that time. Any amendment shall be duly recorded before it becomes effective as an amendment or rescission of this Declaration. An Owner shall be entitled to one (1) vote for each Tract owned.

#### VII. ENFORCEMENT

VII.A. The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarant, the Owners of the Tracts located within the described lots in "SUNRIDGE SOUTH, SECOND FILING, SUBDIVISION" and their respective heirs, successors, personal representatives and assigns.



VII.B. This Declaration any covenants, conditions and restrictions set forth herein may be but need not necessarily be enforced by Declarant and may be enforced by the Homeowners Association or by any Owner of a Lot subject to the Declaration. Enforcement is authorized by any appropriate proceedings at law and equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation or for such other and further relief as may be available.

VII.C. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees incurred by the Declarant, the Homeowner's Association or Lot Owner in such proceedings.

VII.D. The failure to enforce or cause the abatement of any violation of this Declaration and these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within this Declaration.

VII.E. Neither the Declarant nor the Architectural Control Committee is in anyway separately responsible for the enforcement of the provisions or restrictions as declarations although either or both may elect to pursue enforcement rights herein provided for their benefit or that of the subdivision and as a right also reserved for and granted to the individual Lot Owner.

#### VIII. SEVERABILITY

Invalidation of any one of these provisions provided by this Declaration in a decision of a court of general jurisdiction shall in no way effect any other provision which shall then remain in full force and effect.



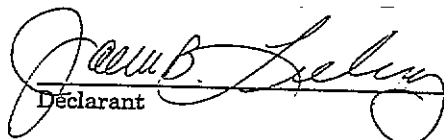


IX.  
DECISIONAL IMMUNITY

Absent proof of malicious misconduct or aggravated bad faith, no Owner or other entity with a claim to rights to the benefits provided by this Declaration shall have a proper claim, demand or right of action against the Declarant or the Committee nor shall the Declarant or the Committee be liable for damages of any nature whatsoever by reason of action, inaction, approval, or disapproval related in anyway to the covenants as provisions in this Declaration of Protective Covenants. It is intended that this provision shall provide a defense to claimed negligence but shall not absolve any act of malicious misconduct or intentionally pursued wrongdoing.

IN WITNESS WHEREOF, this Declaration of Protective Covenants has been duly executed this 20 day of MAY, 1997.

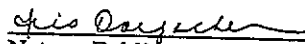
JAMES B. LEELING

  
Declarant

STATE OF )  
                  ) s.  
COUNTY OF )

The foregoing Declaration of Protective Covenants was signed and duly sworn to and acknowledged to be free act and deed of the declarant herein by James B. Leeling this 20 day of May, 1997.

Witness my hand and official seal.

  
Notary Public

My Commission expires:

